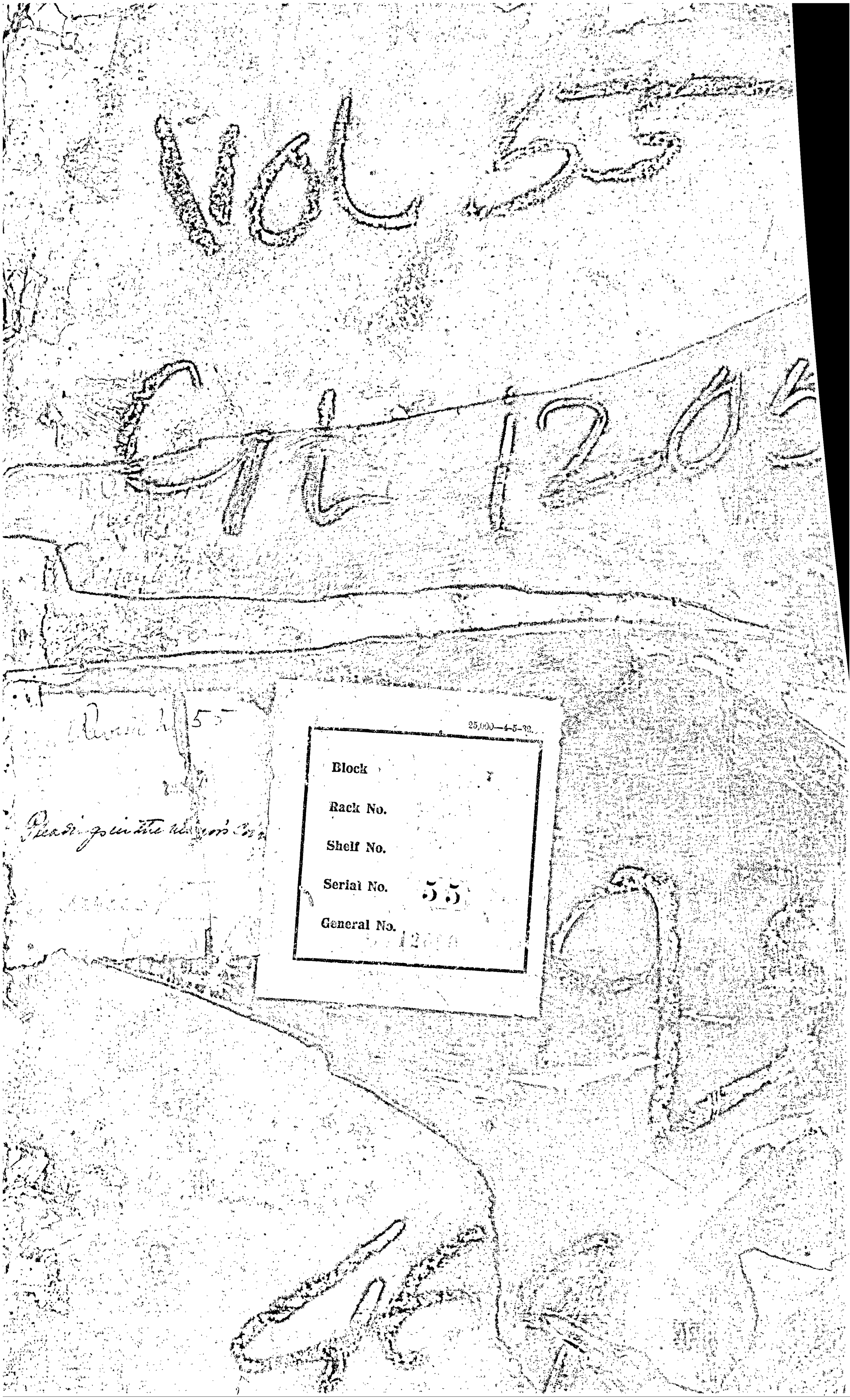
25,000—4-5-32.

Block

Rack No.

Shelf No.

Serial No. 55

General No.

To all the Witnesses

1st Do You know the parties Complainants and Defendants
to this Cause, or either of them, and how long have you
so known them or any and which of them? Declare

To Mr Andrew Majendie

2 Did You or did You not at any time in or about
the Month of January or February which was in the Year of Our Lord One
Thousand Seven Hundred and Seventy three Purchase the Rubee of
Diamonds in Question in this Cause, Or did You or did You not Purchase
a Rubee of Diamonds at or about that time which You either knew or
Was informed had been Registered by the Executors of William Martin
Goodlad Deceased, Log by the Ship Nassau Consigned to the Complainants
in this Cause, If Yea, at what Price did You so Purchase the same? Did
You or did You not send the said Rubee of Diamonds or any other Rubee
of Diamonds to England by the Ship Leyton, If Yea, when or about what
time did the said Ship Leyton sail from Madras? at what Price or how
much dearer Pagoda Mass the Rubee of Diamonds which is now in the Leyton
Sold for in England? Give the best of these matters according to the best of
Your Knowledge Remembrance Information and belief fully and
Particularly Declare

To Ditto

3 Do You know of any other Matter or Thing or have You heard or can
You set forth any thing touching the Matters in Question in this Cause
that may tend to the benefit or Advantage of the Complainants If Yea,
Declare the same as You know have been informed or do believe Toge-
ther with the Reasons of your belief as fully as if You had been
thereunto Particularly Interrogated

John Sykes
Atty Complainants

(762.)

Mayor's Court.
Madrassputtanam } Between Jacob Moucheand Reyshard Frances of London Merchants by their Attornies Johns Maxwell Stone and James Hodges of Fort Saint George Esquires Complainants and Francis Saundars of Fort Saint George Esqr Defendant

On the Part of the Complainants

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

Mr Andrew Majendie of Madras Inhabitant Aged 33 Years or being Produced as a Witness in this Cause on the Part of the Complainants was on the 30th Day of April 1778 Sworn & Examined at the Office of Mr Charles Bouley who is Attorney for the Defendant by Cundapa a Country Servant who also left Tinnavelly Notes of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follow viz.t

1st To the first Interrogatory this Deponent saith That he does not know the Complainants in this Cause but that he doth know the Defendant in this Cause and that he has been known him Twelve Years or there abouts And more saith not to this Interrogatory

2d To the Second Interrogatory this Deponent saith That this Dubash Rangapilla did purchase of Wallabon Sundara Desa a Bulow of Diamonds by this Deponents Order in or about the Months of January and Febry in the Year of Our Lord One Thousand Seven Hundred and Seventy three and the Bulow was Sealed when it was brought to this Deponent this Dubash informed him that he had been bought by the Executors of William Martin Goodlad with the intention of sending it to England and hereof this Deponent and Invoice Signed by the Executors of the said William Martin Goodlad wherein the said Bulow was Consigned to the Complainants in this Cause this Deponent likewise saith that there was a charge of three Pagodas in the said Invoice for Registering but whether the said Bulow had been really Registered agreeable by the Ships Muster this Deponent is entirely ignorant of and further Saith That this Dubash informed him that the Executors of the said Martin Goodlad having determined not to send the said Bulow to England had returned it to Wallabon Sundara Desa this Deponent declares that the Price of the said Bulow was Six Thousand and Sixty two Pagodas Seven Fanams and Twelve Cash and that the said Bulow was Purchased as aforesaid to England by the Ship Tritton and that the said Ship Tritton Sailed from Madras sometime in the Month of March or April One Thousand Seven hundred and Seventy three and that the said Bulow this Deponent reckons by the Ship Tritton was sold at Nine Shillings and Nine Pence a Pagoda in England and that the Neat proceeds amounted to Two Thousand eight hundred and Twenty three pounds fifteen Shillings And more saith not to this or the Last Interrogatory

Andrew Majendie

J Welch
Examt

Further Additional Interrogatories to be Administered to such Witness as shall be produced Sworn and Examined on the part and behalf of the Complainants in a certain Cause now depending and at Issue in the Honble the Mayors Court at Madrasspatnam wherein Jacob Mouche and Reyshard Frances of London Merchants by their Attornies Johns Maxwell Stone and James Hodges of Fort St George Esquires are Complainants and Francis Saundars of Fort Saint George Esquire is Defendant

To

764.

For all the Witnesses } 1st Do You know the Parties Complainants and Defendants in the Title of these Interrogatories Named or any of them? If Yea, how long have Yours known them or any and which of them? Declare

For James Johnson and Mostiah } 2nd Did You or did You and Yours know William and Martin Goodlad Deceased in his Lifetime? If Yea, Are You or any Your Partners Concerned or Acquainted with the said William and Martin Goodlad's Hand Writing? If Yea, Set forth the Name & Nr. Goodlad's Solr Subscribed to each of the Papers Writings now produced and Shewn to You at this Instant of Your Examination Marked A. B. and E. of the said William and Martin Goodlad's Hand Writing. And do You or do You not know or believe that all the said Papers Writing Marked E. is or is not of the said William and Martin Goodlad's Hand Writing? Set forth the whole of these Matters According to the best of Your Knowledge Remembrance and belief fully and Particularly Declare

For Dillo 3rd Do You know of any other matter or thing have You heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Complainants? If Yea Declare the same as You know have been informed or do believe together with the Reasons of such Your belief as fully as if You had been thereunto particularly Interrogated

John Sykes
Atty Complainants

764.

Account Sales of a Chest of Coral Beads Marked and Numbered as pr Margin Received pr Ship Duke of Albany John Steward Commander Anno 1772. on Account of Jacob Mosch and Raphael Franco

Mr. Nr 3

| | | | |
|---|---|---|---|
| Coral Beads | | | |
| Grosses 12. Bundles 176. 2. @ 12¾. Pags pr Sun | | 2246.32. | |
| Mussaias 24. Do. 175. 6. @ 6¾. Do. pr. Do. | | 1119.31.40. | |
| | | 3366.23.4. | |
| Charges Merchandize | | | |
| | 168.12.6. | | |
| Commission | 67.12.2. | | |
| Cumulage | 121.20. | | |
| Custom | 9. | 357.17.8. | |
| Landing the Chest | | | |
| Nett Proceeds Pags | | 3009.5.32. | |

Fort St. George 19th July 1772.
E. E. pr W. H. Goodlad

A

This Paper Writing Marked A. Was shewn to Wm Johnson and Mostiah at the Respective Times of their Examination before mentioned at Certain Cause wherein Jacob Mosch and Raphael Franco are Complainants and Francis Fourdan Defendant on the 27th Feb.y and 21st July Anno Domini 1778

J. Welch
Exam.r

To all the Witnesses } 1st Do You know the Parties Complainants and Defendant in the Title of this Cause Interrogated Named or any of them and How long have Yours knowledge them or any and Which of them? Declare

To Wm James Johnson and Mordecai } 2nd Did You or did You not know William Martin Goodlad Deceased during his Lifetime? If Yea, Are You or any Your Partner Acquainted with the Hand Writing of the said William Martin Goodlad? If Yea, Is or is not the Name W. M. Goodlad Set or Subscribed to each of the Papers Writings now produced and Shewn to You at this the time of Your Examination Marked A. B. and E. of this the said William Martin Goodlad's Hand Writing And do You or do You not know or believe that all the said Papers Writing Marked E. is or is not of this the said William Martin Goodlad's Hand Writing? The whole of these Matters According to the best of Your knowledge Remembrance and belief fully and Particularly Declare

To Ditto 3. Do You know or any other matter or thing have You heard or can You set forth any thing touching the Matter in Question in this 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 of such Your belief as fully as if You had been thereunto particularly Interrogated

John Sykes
Att'y Complainants



Account Sales of a Chest of Coral Beads Marked and Numbered as pr Margin Received pr Ship Duke of Albany John Steward Commander Anno 1772. on Account of Jacob Mouch and Raphael France

MR No 3

| | | |
|---|---|---|
| Coral Beads | | |
| Gross wt 12 Bundles 176 lbs 2 Qrs @ 12¾ Pags pr lbs | | 2246.30 |
| Mosaic 24 Do 173. 6. @ 6⅞ Do pr Do | | 1119.31.40 |
| | | 3366.23.4 |
| Charges Merchandize | | |
| | 168.12.6. | |
| Commission | 67.12.2 | |
| Cartage | 121.20 | |
| Custom | 9 | |
| Landing the Chest | | 357.17.8 |
| Nett Proceeds Pags | | 3009.5.32 |

Fort St George 19th July 1772.

E. E. pr W. M. Goodlad

A B

This Paper Writing Marked A. was shewn to Wm James Johnson and Mordecai at the respective times of their Examination before mentioned in a certain Cause wherein Jacob Mouch and Raphael France are Complainants and Francis Fourdan Defendant on the 27th Feb.y and 21st July Anno Domini 1778

J. Welch
Exam.r

764.

Jos Allen
Witnesses

1st Do You know the Parties Complainants and Defendant in the Title of these Interrogatories Named or any of them? Yea, how long have Your so knowledge thereof or any and Which of them? Declare

Jas Johnson
and
Mostian

2d Did You or did You not know William Martin Goodlad Deceased in his Lifetime? Yea, Are You or are You not Acquainted with his the said William Martin Goodlad's Hand Writing, Yea, I verily believe the Name W. M. Goodlad Subscribed to each of the Paper Writings now produced and Shewn to You at this the time of Your Examination Marked A. B. and E. of this the said William Martin Goodlad's Hand Writing, And do You or do You not know or believe that all the said Paper Writing Marked E. is of the Hand Writing of this the said William Martin Goodlad's Hand Writing? The whole of these Matters According to the best of Your knowledge Remembrance and belief fully and Particularly Declare

Jo Dillon

3. Do You know of any other matter or thing have You heard or can You say for or Any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Complainants? Yea, Declare the same as You know have been informed or do believe together with the reasons of such Your belief as fully as if You had been thereunto particularly Interrogated

John Sykes
Att'y Complainants

764.

Account Sales of a Chest of Coral Beads Marked and Numbered as p Margin Received p the Ship Duke of Albany John Steward Commander June 1772. on Account of Jacob Mosh and Raphael Franco

M^r. N:3

| | | | |
|---|---|---|---|
| Coral Beads | | | |
| Grosses 12. Bundles 176. 2. @ 12¾ Pag^s p Sun | | 2246. 3. 8. | |
| Muania 24. D^o 175. 6. @ 6⅜ D^o p. D^o | | 1119. 31. 40. | |
| | | 3366. 25. 4. | |
| Charges Merchandize | | | |
| | 163. 12. 6. | | |
| Commission | 67. 12. 2. | | |
| Cumulage | 121. 20. " | | |
| Custom | " 9. " | | |
| Landing the Chest | | 353. 17. 8. | |
| Nett Proceeds Pag^s | | 3012. 8. 32. | |

Fort St. George 19th July 1772.

E. E. p W. M. Goodlad

A

This Paper Writing Marked A. was shewn to Mr. James Johnson and Mostiah at the respective times of their Examination before named and Mentioned at the respective times of their Examination before named in certain Cause wherein Jacob Mosh and Raphael Franco are Complainants and Francis Jourdan Defendant on the 24th Feby and 21st July Anno Domini 1778

J. Welch
Exam^r

MR
N.1

Account Sales of a Chest of Coral Beads Marked and Numbered as p Margin Received p Ship Nottingham Peter Soakes Commander Etc.
1772. on Account of Jacob Mosch and Raphael France

Coral Beads

| | | | |
|---|---|---|---|
| Grosses 12. Bottles 176. 3. @ 13. Pags p Sterr | 2292. | 12. | " |
| Assaras 24. D°. 176. 2. @ 6⅔ p° D° | 1123. | 15. | " |
| | 3415. | 27. | " |
| Charges Merchandize | | | |
| Commission | 170. 28. 28. | | |
| Custom | 123. 11. " | | |
| Consulage | 68. 11. 29. | | |
| Landing the Chest | " 4. " | | |
| | 362. | 23. | 55 |
| Nett Proceeds Pags | 3038. | 3. | 25. |

Fort St George the 1st Sept 1772
E. E. p H. H. Goodlad

B.

This Paper Writing Marked B. was shewn to Wm James Johnson and Mostafa at the respective times of their Examination before me in the Cause wherein Jacob Mosch and Raphael France are Complainants and Francis Fourdan Defendant on the 27th Feby and 21st July Anno Domini 1778

F. Welch
Examr



To Messrs Jacob Mosch & Raphael France

Gentlemen

I have this Pleasure to Acknowledge the Receipt of Your Letters of the 18th December 1771 January 1772. and 18th February of the same Year together with the following Chests of Coral.

MR N.1 imported p Nottingham

GF M N.9. imported p D°

MR N.3. imported p Duke of Albany

FF N.1. imported p Nassau

of these Chests the first and third have been disposed of, and I have the Satisfaction to enclose to You the Account Sales I have done the best for You in this Business, and shall carry on Conduct will meet with Your Approbation. The other two Chests remain on hand but You may be assured that I will observe your Interest and endeavour to dispose of them to Advantage, and to remit You the Amount by the earliest Opportunity

The Nottingham is daily Expected from Bengal she went to England there and Returned Diamonds Arrived but the Annual Price Keeps up as it is thought they will sell till the Chest by the January Dispatch Coral is Always Sold at Home Month the Chest, and You will observe by the Account Sales that the Quantities not Yet exposed however, should Diamonds of the Assortment You Require offer at Reasonable Rates, I will make You the Returns at any Rate You may depend upon having full Returns in January my Returns shall at least bear an equal Proportion with the others – If I can do better for You, I will. Coral is in no great Demand, and Yet I think that all Circumstances Considered I have Made Good Sales Your Observation will Respect the Superior Sort Most Coral Has proved Good will Respect to the two Chests sold and

I believe You will find by my Account Sales that You have had quite done You in the Disposal but the two Chests remaining are not of equal Quality with those Sold.

I do not wish to keep Your Money in my Hands on the Contrary You will find me ready to embrace every Opportunity of making the Returns - but should the Money remain long in my Hands than Two Months after Payment, I will allow You the Interest of 5 ℔ Cent ℔ Annum My Station will enable me to do this with Security to myself and therefore I cannot but otherwise I would not, for the Loss lately sustained by many of the most People who were Regarded in ample Circumstances becoming Bankrupts, is sufficient to deter others who have not the same Advantage.

Agreable to Your desire to have a short Detail of India I have the Pleasure to Acquaint You that We are every where in Peace & Tranquility, and that there is no Appearance of Troubles - The Duke of Albany Captain Stewart was lost at the Mouth of Bengal River - all the other Ships have Arrived here except the Prince of Wales.

This now so late in the Year that it is thought there Nothing Saint cannot be dispatched before December - Mr Jourdan having been for Some Months removed to Masulipatam Your Consignment have fallen to me alone, and I hope to hear that I have Acted to Your Approbation this being the most full Remain

Fort St George
2 October 1772

Gentlemen

Your Most Obedient humble
Servant
Wm M Goodlad

P Hawke Sloop to the Cape
from thence 1st Conveyance

True Copy
Wm Dill Pay
Atty Regt



This Paper Writing Marked E was shewn to Mr James Johnson on his respective Times of their Examination before me in a certain Cause wherein Jacob Mendez and Raphael Franco are Complainants and Francis Jourdan Defendant the 27th Feby & 21st July 1778

J. Welch
Exam.

Mayor's Court at Madrasapatnam

Between Jacob Mendez and Raphael Franco of London Merchants by their Attorney John Maxwell Stone and James Hodges Fort Saint George Esquires Complainants and Francis Jourdan of Fort Saint George Esq. Defendant

On the Part of the Complainants

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

Mr James Johnson of Madras Inhabitant Aged 54 Years or thereabouts before Produced as a Witness in this Cause on the Part of the Complainants was on the 21st Day of July 1778 Sworn & Examined at the Office of Mr Charles Bromley who is Atty for the Defendant by Cundapah my Servant who also left him at Mr Bs the Name Title and place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent Saith, That he doth know the Complainants by name as considerable Dealers in Coral but that he doth personally know the Defendant Francis Jourdan in this Cause and that he has known him thirteen Years or thereabouts And more Saith not to this Interrogatory

2d To the second Interrogatory this Deponent Saith, That he did know William Martin Goodlad Deceased in his Lifetime and that this Deponent

I believe You will find by my Account Sales that You have had quite done You in the Disposal but the two Chests remaining are not of equal Quality with those Sold

I do not wish to keep Your Money in my Hands on the Contrary You will find me ready to embrace every Opportunity of making the Returns - but should the many remain long in my Hands after Payment I will allow You the Interest of 5 p Cent p Annum My station will enable me to do this with Security to myself, and therefore I cannot but otherwise I would not, for the Losses Lately sustained by many of the first People who were Regarded in ample Circumstances becoming Bankrupts, is sufficient to deter others who have not the same Advantage

Agreeable to Your desire to have a short Detail of India I have the Pleasure to acquaint You that We are every where in Peace & Tranquility, and that there is no Appearance of Trouble - The Duke of Albany Captain Stewart was lost at the Mouth of Bengal River - all the other Ships have Arrived here except the Prince of Wales

This now so late in the Year that it is thought there Nothing Shall cannot be dispatched before December - Mr Jourdan having been for some Months removed to Masulipatam Your Consignment has fallen to me alone, and I hope to hear that I have Acted to Your Approbation this being the sincere full Intention

Fort St George
2d October 1772

Gentlemen

Your Most Obedient Humble
Servant
Wm M Goodlad

By Hawke Sloop to the Cape
from thence by first Conveyance

True Copy
W Dii Pury
Atty Regt



This Paper Writing Marked E was shewn to Mr James Johnson and Mostafa at the respective Times of their Examination before me in a certain Cause therein Jacob Mendes and Raphael Franco are Complainants and Francis Jourdan Defendant the 27th Feby 21st July 1778

J. Welch
Exam.r

Mayor's Court
Madrasapatanam

Between Jacob Mendes and Raphael Franco of London Merchants by their Attorney John Maxwell Stone and James Hodges Fort Saint George Esquires Complainants and Francis Jourdan of Fort Saint George Esqr. Defendant

On the Part of the Complainants

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

Mr James Johnson of Madras Inhabitant Aged 34 Years or thereabouts produced as a Witness in this Cause on the Part of the Complainants was on the 21st Day of July 1778 Signified at the Office of Mr Charles Bromley who is Atty for the Defendant by Cundapah my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.t

1st To the first Interrogatory this Deponent Saith, that he doth know the Complainants by name as considerable Dealers in Coral but that he doth not personally know the Defendant Francis Jourdan in this Cause and that he hath not known him thirteen Years or thereabouts And more Saith not to this Interrogatory

2d To the Second Interrogatory this Deponent Saith, that he did know William Martin Goodlad Deceased in his Lifetime and that this Deponent hath seen Many times both the said William Martin Goodlad's handwriting

and his Acquainted with and that the Name Mr. Gordlade Set or
Subscribed to each of the Papers Writings now produced and shewn to him
at this time of his Examination Marked A. B. & E. And to the best of his
Deponents knowledge of this the said William Martin Gordlade's hand
Writing and that all the Paper Writing Marked E. into the best of his
Deponents knowledge and belief of this the said William Martin Gordlade's
hand Writing. And more Saith not to this or the Last Interrogatory

James Johnson

J. Welch
Exam.

Court of Appeals
at
Madraspatnam

Saturday the 30th May
Anno Domini 1789.

Between Jacob France Junior Francis France
and Elias Linde Junior Executors of Raphael
France Late of London Merchants Deceased the
surviving Partners of Jacob France Moses France
and Raphael France Late of London Merchants
and Copartners by their Attornies Thomas Pelling
and Edward Fries of Fort Saint George Merchants
Appellants and Sir John Macpherson Bt.
formerly of Fort Saint George Esqr. now One of the
Members of the Supreme Council at Calcutta
William Petrie of Fort St. George Esqr. and Antonio
De Souza of Madras Merchant Respondents

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 Hble the Mayor's Court together with the Decree of the said Court given in this Cause on Saturday the 6th 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 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 Hble the Mayor's Court do stand Affirmed and that the Appellants Petition be thence dismissed with Costs

Chas. N. White Esq.



Filed the 31st July 1788.

To the Hble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Hble
Court Your Orator William Duffin of Madras Surgeon that Rungarow of the same
Place Inhabitant the Surviving obligor of Malarow late of Madura Inhabitant
Deceased Stands justly and truely indebted unto Your Orator in the full and
just Sum of One Thousand Eight Hundred and Thirteen Star Pagodas and
Eight Fanams Current Money of Madras Making in Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda the Sum of Seven Hundred
and Twenty five Pounds five Shillings and four Pence for upon a Bond executed
by the said Rungarow and one Malarow since Deceased whom the said Runga-
row hath Survived and is thereby become liable to pay the Amount of the
same which Bond Rungarow the said Bond Amounting to the said Sum of Money as
Ballance due upon the said Bond Appears by the Copies of the said Bond and Account
Willmore fully and at Large Appear by the Copies of the said Bond and Account
Current thereunto annexed for the more inspection of this Hble Court which Your
Orator prays may be Admitted as part of this Your Orator's Bill of Complaint the Origi-
nals thereof now being in Your Orator's Custody and Ready to be produced to this
Hble Court when there shall be thereunto required and Your Orator further
Sheweth unto this Hble Court that he hath frequently and in a Friendly and Amicable
Manner Requested payment from the said Rungarow of the said Sum of One
Thousand Eight Hundred and Thirteen Star Pagodas and Eight Fanams
But now so it is May it Please this Hble Court that the
said Rungarow 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 Hble Court shall Appear Agree-
able to Equity and good Conscience To the End therefore that the said Rungarow
may upon this Especial Oath fully True direct and perfect Answer make to all
and Singular the Matters and things herein before set forth and Alledged as
fully Truely and Effectually to all Intents and purposes as if the same were

sion against Upcraft and particularly interrogated and shall hereafter be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand Eight Hundred and thirteen Star Pagodas and Eight Fanams together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to cause the said Rungarow to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

P. Walker
Atty for Complainant

This Bill was shewn to me between the Days of Adjournment and the Complainant having Sworn to the Truth of this Demand and that he shall Assume believe that the Defendant will abscond or Depart the Jurisdiction upon hearing that a Bill of Complaint is filed against him Therefore Let a Summons Returnable immediately and a Warrant of Arrest Issue thereon Fort St. George 31st Day of July 1788

Edwd Garrow
Mayor

Know all Men by these Presents that We Mularow and Rangarow Brahmins are held and firmly bound unto William Duffin Surgeon in the general Sum of four Thousand Nine hundred and Seventy Eight Star Pagodas to the payment whereof well and truely to be made to the said William Duffin his Heirs executors Administrators or Assigns, We do hereby bind Ourselves our Heirs, Executors and Administrators firmly by these Presents In Witness whereof We have hereunto Set our Hand and Seal in Madeira and Madras this Sixteenth Day



of February in the Year One Thousand Seven hundred and Seventy Seven

Whereas the above bound Mularow and Rungarow Brahmins have borrowed and Received of the above Named William Duffin the full and just Sum of Two Thousand four hundred and Eighty Nine Star Pagodas to Bind at Interest at the rate of Twelve 12/ per Cent per Annum which is payable in three Months from the Date hereof

Now the Condition of this Obligation is such, that if the above bound Mularow and Rungarow Brahmins their heirs, Executors Administrators, or Assigns, shall well and truely pay or cause to be paid unto William Duffin Surgeon his heirs Executors, Administrators, or Assigns the full and just Sum of Two Thousand four hundred and Eighty Nine 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

W. Patterson
Tho. C. Ogelvie
Rama Sammey

A true Copy
P. Walker
Atty for Compt

775.

Filed the 31st July 1788

# In the Hon^ble the Mayor's Court at Madras ss

Between William Duffin of Madras Surgeon Complainant and Rangarow the Surviving Obligor of Malarow Deceased Defendant

The Affidavit of William Duffin the above Named Complainant

This Deponent Maketh Oath and Saith that the above Named Defendant Rangarow as the Surviving Obligor upon a Bond given by him and One Malarow Since Deceased is justly and truely indebted unto this Deponent in the Sum and Just Sum of One Thousand Eight Hundred and Thirteen Star Pagodas and Eight Fanams Current Money of Madras and this Deponent further Saith that he hath Reason to believe that the above Named Defendant Will abscond or Depart the Jurisdiction of this Hon^ble Court upon hearing that a Bill of Complaint is filed against him

William Duffin

Sworn to before me at Fort St George this 31st Day of July 1788

Edm^d Gannon Mayor

776.

Filed 27th Jan^y 1789

# The Answer of Rungarow late of Madura but at Present of Madras Inhabitant Surviving Obligor of Malarow Deceased Defendant to the Bill of Complaint of William Duffin of the same place Surgeon Complainant

This Defendant Saving and Reserving to himself now and at all times hereafter all and all manner of benefit and Advantage of Exception to the many Errors uncertainties and Imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant Doth conceive it is necessary for him to make Answer unto he Answereth and saith that he Resides to stand indebted unto the said Complainant in the Sum of One Thousand Eight Hundred and Thirteen Pagodas and Eight Fanams as in the Complainants Bill of Complaint and in the Account Current by Charged in the Complainants Bill of Complaint and in the Account Current thereunto Annexed or in any other Sum or Sums of Money whatever but how much Soever Annexed or in any other Sum or Sums of Money whatever but how much Soever the Complainant stands indebted unto this Defendant in the Sum of Ten Pagodas Thirty Nine Fanams and Forty Cash in manner as is fully and Particularly stated in the Account Current thereunto Annexed for the more perfection of this Hon^ble Court and prayed by this Defendant to be taken as a part of this his Answer and this Defendant hopes in Due time hereafter to be able to make it appear to the Satisfaction of this Hon^ble Court that every Item therein Charged this Defendant Admits to be true that he did on or about the Sixteenth Day of February which did the Year of Our Lord One Thousand Seven Hundred and Seventy Seven Jointly with his Brother Malarow execute the Bond Copy whereof is Annexed to the said Bill of Complaint but this Defendant Saith that in part Payment thereof he did Deliver unto the Complainant a Quantity of Paddy to the Amount of Eight Thousand and five Hundred Collums from two different Villages called Pillaya Lum and Pan Lungana Attum and not Seven Thousand and five Hundred as is erroneously Credited in the Complainants Account Current Annexed to this Bill of Complaint and this Defendant Saith that at the time when the said Paddy was Delivered the Price was Three and half Collums for a Pagoda and not in the Manner as the Complainant Thought Proper to Credit in his said Account

Genl. Hector Monro Esqr. Commander in Chief of His Majesty's Forces in the Carnatic and the Honble. Company's Commissioners for settling the Affairs of the late Nabob Mahomed Ally Cawn and the Payment of his Debts

To Account Current with Willm. Rungo. Rom. the Surviving Obligor of Mala Rom Deceased

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1778 | | | | | | | 1777 | | | | |
| July | 20 | To 1500 Cullums of Paddy Delivered to Yousfoun Pellapaulum | | | | | Feby. | 15 | By Amount of my Bond for | | 2489 | " | " |
| | | C 372 Cullums of Pagoda | 428 | 26 | 23 | | | | | | | | |
| | | To 1500 Do from Palanga Muttan C 372 Do | 428 | 26 | 23 | 857 6 46 | 1778 July | 29 | By Interest on Do to this day being 11 Years 3 Months and 10 Days @ 12 P Cent P Annum | | 3420 | 32 | " |
| March | 25 | To Cash Paid You this day 290 Chuckrums or 2,900 Madara Gold Fanams @ 1872 P Pagoda | 156 | 34 | 60 | | | | | | 5909 | 32 | " |
| | | To 2,350 Cullums of Paddy Delivered to Yousfoun Pellapaulum C 372 Cullums P Pagoda | 714 | 13 | 10 | | | | By Balance Due to me | | 10 | 39 | 40 |
| | | To 1000 Do from Palanga Muttan C 372 Do | 285 | 32 | 68 | 1136 34 58 | | | | | 5920 | 23 | 40 |
| April | 13 | To 1000 Do from Do C 372 Do | 285 | 32 | 68 | | | | | | | | |
| | | To 1000 Do from Pellapaulum C 372 Do | 285 | 32 | 68 | | | | | | | | |
| | | To Cash Paid You Chuckrums or 1000 Madara Gold Fanams C 1872 P Pagoda | 54 | 2 | 40 | 625 22 16 | | | | | | | |
| | 29 | To Interest on the above Sums from their respective Dates to this day @ 12 P Cent P Annum viz. | | | | 263 17 40 | | | | | | | |
| | | On Pag. 857 6 46 for 10 Ms 5 Ds | 107 | 32 | " | | | | | | | | |
| | | 1136 34 58 for 10 Ms 4 Ds | 453 | 29 | " | | | | | | | | |
| | | 625 22 16 for 10 Ms 3 Ds | 171 | 45 | " | 3281 8 " | | | | | | | |
| | | Pagodas | | | | 5920 23 40 | | | Pagodas | | 5920 | 23 | 40 |

Madras 29th July 1778

E E & J Rangaraw

Have translated and examined the foregoing Account into the Gentoo Language

Ranganaudoon
Interpreter

(128)

Current this Defendant further Saith that he did by his Comastahs Soobiah and Narsoomiah Pay unto the Complainant the Several Sums of Money at the Times & in Manner as are stated in the Account Current thereunto Annexed which together with the Amount of Paddy delivered as aforesaid Make the Sum of Two Thousand Six Hundred and Thirty Nine Pagodas Seventeen Fanams and forty Cash for which this Defendant has Every often Demanded Receipts from the said Complainant but he faithfully Promised to endorse the Amount on the said Bond which he had failed to do and this Defendant saith that the Interest on the said Sum of Two Thousand Six Hundred and Thirty Nine Pagodas Seventeen Fanams and forty Cash from the respective Dates of Payment thereof respectively up to the Twenty Ninth day of July One Thousand Seven Hundred and Eighty Eight being the date that the said Complainants Account Current was closed Amounts to the Sum of Three Thousand Two Hundred and Eighty One Pagodas and Eight Fanams which together With the said Principal Sum Amounts in the whole to the Sum of Five Thousand Nine Hundred and Twenty Pagodas twenty five Fanams and forty Cash from which after deducting the Sum of Five Thousand Nine Hundred and Nine Pagodas and Thirty Two Fanams as Debited in the Complainants Account Current there remains a Balance due unto this Defendant of the said Sum of Ten Pagodas Thirty Nine Fanams and forty Cash this Defendant further saith that he hath every often demanded from the said Complainant while he was at Madras the Pandian Questions to begin wedge and Cancelled and Tore the Balance with this said Complainant always put off from time to time under Various Excuses

All which Matters and things this Defendant is ready and willing to prove to this Honble Court in such manner and form as this Honble Court shall require and therefore prays to be hence dismissed with his reasonable Costs and Charges in that behalf most wrongfully Sustained

Rangaraw

S. Popham
Attorney for Defendant

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

Rangamaudom
Interpreter



D. Williams Dyson Esqr Principal Collector & Chief Magistrate Rungapatam

Rangaraw Defendant in Account with Mallapa Ramdas Complainant

| | | |

781.

Filed the 23rd March 1739

# The General Replication of

William Duffin of Madras Esquire Complainant

to the Answer of Rungazaw Surviving Obligor of

of Mulla Row Deceased Defendant

This Replicant Now and at all Times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Errors Untruths Uncertainties Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Saith That this Bill of Complaint and all and Singular the Matters and things therein Contained are good True Certain and Sufficient in Law to be Answered unto in such Manner and form as the same are therein and thereby Set forth and Alledged and that the Answer of the said Defendant is Very untruth Evasive and insufficient in the Law to be by this Replicant Replied unto for Divers Manifest Imperfections and Uncertainties therein Contained

All Which Matters and things this Replicant is Ready and Willing to aver Maintain and prove as this Honble Court shall Direct and Most humbly Prays as in and by his Bill of Complaint he hath Already Prayed

P. Walker
J. Stuart Hall
Attornies for Replt

782.

Filed 31st March 1739

# The General Rejoinder of

Rangaloo Row to the Replication of

William Duffin

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 Uncertainty and Insufficiency of the said Replication for Rejoinder saith That this Defendant said Answer is true Certain and Sufficient in the Law to be Replied unto and Saith as in and by his said Answer he hath Already said and doth and will Aver and Maintain all and every thing and things therein to be true and Certain in Manner as therein is Alledged and Expressed and this Defendant also saith That the said Replication of the said Complainant is Uncertain and insufficient in the Law to be Rejoined unto by this Defendant for Divers Defects and Imperfections therein Contained

All Which Matters and things things this Defendant is Ready to aver Maintain and prove in such Manner and form as this Honble Court shall Direct and Therefore humbly Pray as before in this said Answer he hath Already Prayed

J. Pynham
Solr for Defendant

## Interrogatories to be Administered to William Russell a Colombin Sheristadar of the Honble Company a Witness produced Sworn and Examined in a Certain Cause now Depending and at Issue in the Honble the Mayors Court at Madras Ingatiana Malarow & Ramgarow Braminy William Duffin of Fort Saint George Burgundie Complainant and Rangarow of Madras Inhabitant is Defendant

On the Part and behalf of the above Named Complainant

1st Interrogatory Do You know or do You not know the parties Complainant and Defendant in the Title of these Interrogatories Named & Veal how Long have Yours known them or either and which of them Declare

2d Interrogatory Do You not know or have You not heard and believe that Some time ago Malarow and Rangarow Braminies did not jointly Execute a Bond to the Complainant Conditioned for the payment of Two Thousand Four hundred and Eighty Nine Star Pagodas or Some and what other Sum of Money Were You or were You not present when a Receipt Given on the back thereof for an Some Account of part payment of the said Sum was Read and Explained to the said Malarow & Veal Look at the Paper Writing now produced and Shewn to You at this time of Your Examination and Say whether to Your knowledge and belief that is not the same as was so Explained in Your presence to the said Malarow was he or was he not Satisfied therewith and did he or did he not Appear to You that the Seven Thousand five hundred Collums of Paddy therein Mentioned and for which the said Receipt was Given was not a fair and bona fide transaction between the said Malarow and the Complainant and whether the Sum of One Thousand Eight hundred and fifty Pagodas therein Set forth as the Value of the said Seven Thousand five hundred Columns of Paddy did or did not at that time Appear to be a just and fair Valuation thereof and Declare as the said Malarow Appear



to be perfectly Satisfied with &c Whether the said Receipt did not appear to have been given in Mutual Confidence agreeable to both parties and in every Particular fair Candid and Honest or how otherwise Declare

Last Interrogatory Do You know of any other Matter Cause or thing 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 in this Cause and in the Title of these Interrogatories Named & Veal Declare the same as You know have heard or do believe together with Your Reasons for Such Your Belief as fully and Effectually as if You had been thereunto particularly Interrogated, and the whole Truth Declare

J Walker
J Stuart Hall
Attys for Complainant

Know all Men by these Presents, that We Malarow and Rangarow Braminy are held and firmly bound unto William Duffin Burgundie in the penal Sum of Four Thousand Nine hundred and Twenty Eight Star Pagodas to the payment whereof well and truly to be made to the said William Duffin his Heirs executors Administrators or Assigns, We do hereby bind Ourselves our Heirs, Executors and Administrators firmly by these Presents In Witness whereof We have hereunto Set Our Hand and Seal in Madura and Madras this Sixteenth day of February in the Year One Thousand Seven hundred and Seventy Seven

Whereas the above bound Malarow and Rangarow Braminy hath borrowed and received of the above Named William Duffin the full and just Sum of Four Thousand four hundred and Eighty Nine Star Pagodas to bear Interest at the Rate Twelve 12 per Cent

Cent per Annum and which payable in three Months from the Date hereof

Now the Condition of this Obligation is such, that if the above bound Mularow and Rangarow Braminy their heirs, Executors Administrators, or Assigns, shall well and truly pay or cause to be paid unto William Duffin Surgeon his heirs Executors, Administrators, or Assigns the full and just Sums of Two Thousand four hundred and Eighty Nine Star Pagodas together with such Interest as shall Become Due and Payable 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 Neighbourhood

W. Patterson
Thos. C. Ogelvie
Rama Sawmy

Attorney
P. Walker
Atty for Compt

Received of Malarow Seven Thousand five hundred Calumms of Paddy Valued at One Thousand Eight hundred and fifty Star Pagodas, Which I have Agreed to take in part payment of this Bond to Me, Provided there is no Let or hindrance on his part, or any other persons, in the Recovery of the said Grain Given under my hand this Fourteenth Day of June One Thousand Seven hundred and Seventy Eight

William Duffin

This Exhibit was shewn to William Russel at the time of his Examination before me on the Part of the Complainant in a Certain Cause now depending in the Honble the Mayor's Court at Madras pat and wherein the said William Duffin is Complainant and



Rangarow is Defendant on the fourteenth Day of May Anno Domini 1789

Joseph Shaw
Esq

Mayor's Court at Madrasapatnam

Between William Duffin of Fort St. George Surgeon Complainant and Rungarow of Madras Inhabitant Defendant

On the Part of the Complainant

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

William Rusel a Colonel in the Service of the Honble Company Aged fifty Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the fourteenth Day of May One Thousand Seven hundred and Eighty Nine Sworn and Examined Deposeth as follow viz

1st To the first Interrogatory this Deponent saith, That he doth know the Complainant William Duffin in this Cause, and that he hath so known him about thirteen Years and that he doth know the Defendant Rungarow in this Cause and that he hath so known him but imperfectly And More he said not to this first Interrogatory

2d To the second Interrogatory this Deponent saith that he doth know that sometime ago Malarow and Rangarow Braminies did jointly execute a Bond to the Complainant conditioned for the payment of a certain Sum and further saith that he was present when a Receipt was given on the back thereof for and on Account of part payment of a certain Sum which was read and explained to the said Malarow this Deponent saith, that he hath looked at the paper writing now produced and shewn to him at

at this the time of his Examination. And saith that to the best of his belief and recollection that is the identical Receipt that was so explained in his presence to the said Malarow and further saith that he well understood that both the Defendant and Compt.t were perfectly satisfied therewith. This Deponent saith that he always considered that the Sum of Three Thousand and five hundred Collums of Paddy therein mentioned and for which the said Receipt was given, was a fair and bona fide transaction between the said Malarow and the Compt.t and further saith that at this very great Distance of time he cannot possibly take upon himself positively to say whether the Sum of One Thousand Eight hundred and fifty Pagodas therein set forth was the Value of the said Seven Thousand and five hundred Collums of Paddy, did appear a fair Valuation then, and such as the said Malarow appeared to be perfectly satisfied with — but that he always considered the Business as an open and fair transaction. This Deponent saith that to the best of his Remembrance the Receipt in Question did appear to have been given in Mutual Confidence agreable to both parties, and in every particular fair candid and honest. And further saith not.

Joseph Shawe
Ex.i

H. Russell

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined in a certain Cause now depending and at Issue in the Hon.ble the Mayor's Court at Madraspatnam Wherein William Duffin of Madras Surgeon is Complainant and Rungaroo late of Madras but at present of Madras Inhabitant is Defendant On the Part and behalf of the above Named Defendant

To all the Witnesses

1.st — Do You know the Parties Complainant and Defendant in the Title of these Interrogatories Named or either and which of them? If Yea how long have You so known them or either and which of them Declare

Vencata Lootchah

2.nd — Were You or were You not in the Year of Christ One Thousand Seven Hundred and Seventy Eight employed in the Service of the Defendant in the Capacity of Deputy Sumpiarby or Accountant in his Cutcherry at Madura while he Acted as Amuldar to the said District? If Yea did You or do You not keep a Regular Account of all the Paddy delivered to the Complainant and the Price of the Day when the same was delivered And did You or did You not take keep an Account of the Money Paid to him in Gold Fanams and the Exchange of the Day? If Yea Look at the Paper Writing now Produced and shewn to You at this the time of Your Examination Marked A. purporting to be an Account Current in the Malabar Language Between the Complainant and Defendant Is it or is not a true Relation to the Paddy and Money and the Rates of Price and Exchange and their Dates a true Account Examined by You with the Cowle Account kept at that time in the Cutcherry of Madura? Why did not the Defendant at the time of delivering the said Paddy and Money to the Complainant take his Receipts for the same? Do You know or do You not know whether the said Paddy and Money were Paid towards the Payment of the Defendants Bond to the Complainant as Credited in the said Account Current or for any other and what Account Relate the whole that You know touching the Matters in dispute Between the Complainant and Defendant According to the best of Your knowledge Remembrance and Belief

Chocalingayah

3.rd — Were You or were You not in the Year of Christ One Thousand Seven Hundred and Seventy Eight One of the Head Natamies or Inspectors of the two Villages at Madura called Pillayaulum and Pallanganutton If Yea was or was not the Defendant then the Amuldar of Madura and did he or did he not the Inhabitants of the said two Villages deliver by the Order of the Defendant unto Comarayah Mondelly then Dubash to the Complainant a certain Quantity of Paddy to the Amount of Eight Thousand and five hundred Collums or what other Quantity and what was the Market Price then at Madura. Did or did not the Inhabitants of the said two Villages also Pay unto the said Comarayah Mondelly for Account of the Complainant or for What other Account out of the Produce of the said two Villages a certain Sums of Money in Gold Fanams? State fully the Sums so Paid and the Rates of Exchange

Translation of the Letter from the Dubash to the Dessauy dated the 29th July 1788

Translation of a

This Exhibit Marked A was shewn to Venkata Soobaiah at the time of his Examination before mentioned on the Part of the Defendant in a Certain Cause now depending in the Hon.ble the Mayor's Court at Madras upon the Suit of the said William Duffin as Complainant and Rungarow as Defendant on the 18th Day of May Anno Domini 1789 Joseph Sharne Esq.r

Mayor's Court Madras Patnam

Between William Duffin of Madras Surgeon Complainant and Rungarow late of Madras but at Present of Madras Inhabitant Defendant

On the Part of the Defendant

Deposition of Witness taken in this Cause by and before the Examr in this Court as follows viz.t

Venkata Soobiah Shanb Canoopply of Madras Aged Twenty Seven Years or thereabouts being produced as a Witness in this Cause, on the Part of the Defendant was on the Eighteenth Day of May One Thousand Seven Hundred and Eighty Nine Sworn & Examined at the Office of Messrs. Walker and Hall Gentlemen Attornies for the Complainant by Cuneyappa Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent And afterwards on the same day being Sworn and Examined Deposeth as follows viz.t

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant William Duffin in this Cause, and that he hath to his knowledge known him Twelve Years or thereabouts And that he doth know the Defendant Rungarow in this Cause, and that he hath to his knowledge known him Twenty Years or thereabouts And answers to the said Interrogatory as first above set

2 ..... To the Second Interrogatory this Deponent saith, that he was in the Year of Christ One Thousand Seven Hundred and Seventy eight imployed in the Service of the Defendant in the Capacity of Deputy Company or Accountant in his Cutcherry at Madras while he resided as Amildar to the said District and further saith, that he did keep a regular Account

of

of all the Paddy delivered to the Complainant and the price of the day when the same was delivered. This Deponent saith, that he did keep an Account of the Money paid to him in Gold Pagodas and the exchange of the day – and further saith, he hath Looked at the paper writing now produced and to be shewn to him at this the time of his Examination Marked A. Purporting to be an Account Current in the Malabar Language between the Complainant and Defendant and doth say that, as far as it Relates to the Paddy and Money and the Rates of exchange and their dates, a true Account examined by him with the Circar Account kept at that time in the Cutcherry of Madura. This Deponent saith, he frequently Urged the Complainant to give him Receipts for the said Paddy and Money – but was always put off under various Pretences – And further saith, that the said Paddy and Money were paid towards the payment of the Defendants bond to the Complainant as credited in the said Account Current – And further saith not to this or to the Last Interrogatory

Joseph Shaw

Ex.r

Mayor's Court at Madraspatnam } Between William Duff of Madras Surgeon Complainant and Rungarow late of Madura but at present of Madras Inhabitant Defendant

On the Part of the Defendant

Deposition of Witness in this Cause Sworn and before the Examiner in this Court as follows viz.t

Chockalingayah Head Inhabitant of Madura Aged forty seven Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant Was on the fifteenth day of May One Thousand seven hundred and Eighty Nine



Legnified at the Office of Messrs. Walker and Hall who are Attorneys for the Complt. by One of my 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.t

1st ..... To the first Interrogatory This Deponent saith, that he doth know the Complainant William Duff in this Cause, and that he is to or knows him to be twelve or thirteen Years – And that he doth know the Defendant Rungarow in this Cause, And that he hath to or known him twenty Years or thereabouts – And more he saith not to this first Interrogatory

3rd ..... To the third Interrogatory This Deponent saith, that in the Year of Christ One Thousand Seven hundred and Seventy Eight he was one of the Head Malamicors or Inspectors of the two Villages at Madura called Pillayan=kund and Pallanganatten – and further saith, that the Defendant and his Brother Malarow were then the Amuldars of Madura and its Districts. This Deponent saith that the Inhabitants of the said two Villages did deliver by Order of the Defendant unto Camarajah Moodelly the Dubash to the Complainant a certain Quantity of Paddy to the Amount of eight Thousand and five hundred Collums – and that the ma=ked price for Paddy at Madura was then One Pagoda & one third and a half Col=lums – and further saith, that the Inhabitants of the said two Villages did also pay unto the said Camarajah Moodelly for Account of the Complt. two Thousand and Nine hundred Gold Fanams out of the produce of the said two Villages – and likewise the Sum of One Thousand Gold Fanams out of the Gungerem or Custom House the Rates of Exchange at that time in Madura being Seventeen and a half Gold Fanams & One Star Pagoda. This Deponent saith that he doth know that the said Paddy and Money were paid to the said Complainant towards the payment of a Debt due by the Defendant to the Complainant. And further saith, that the transaction in question came to his knowledge in consequence of the Paddy and Money being paid from the Villages to which he belongs. This Deponent saith, that he was present when the Defendant Comiceply asked for Receipts from the

the Gomastah of the said Comarapaly Modelly for Paddy and Money
Delivered Pollam for Account of the Complainant — and that the Answer
Made Shewn by the Gomastah of Comarapaly Modelly was that he would
Not give Receipt for every small Parcel of Paddy Delivered — but that he
Would Grant a General One, where all the Paddy was Delivered over —
And further Saith Not to this or to the last Interrogatory —

Joseph Shawe
Exd

Mayor's Court at Madrass Patnam

Between William Duffin of Madras Surgeon
Complainant and Rungarow Late of Madura
but at Present of Madras Inhabitant Defendant
On the Part of the Defendant —

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

Shamanna Doregah or Grain Keeper of Madura Aged Thirty eight Years or thereabouts being
Produced as a Witness in this Cause On the Part of the Defendant was on the fourteenth Day of
May One Thousand Seven hundred and Eighty Nine Legnified at the Office of Messrs Walker
and Hallowbeare Attornies for the Complainant by One of my Servants who also left with
a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same
Day being Sworn and Examined Deposeth as follows viz.

1st ——— To the first Interrogatory this Deponent Saith, that he doth know the Compt.t
William Duffin in this Cause, And that he is known with him about seven Years &
that he doth know the Defendant Rungarow in this Cause and that he hath
Known him twelve Years or thereabouts — And more he saith not to this
first Interrogatory —

4th ——— To the fourth Interrogatory this Deponent Saith, that he was employed in the
Year of Christ One Thousand Seven hundred and Seventy eight in the Service of the
Defendant in the Capacity of Doregah or Grain Keeper in the District of
Madura, while the Rents Arrears due to the said District & Assessments



that by order of the Defendant he did Deliver to Rungaswamy Pillah and Narsingapillah Gomastah to Comarapaly Modelly the Dubash of the Complt
out of the two Villages Pillayanlam and Pallanganallum Eight Thousand and
five hundred Collums of Paddy this Deponent Saith, that he did not take Receipt for
the same from the said Rungaswamy Pillah and Narsingapillah who however
Intimated that they would give Receipts to the Defendant themself And further Saith
Not to this or to the Last Interrogatory —

Joseph Shawe
Exd

Mayor's Court at Madrass Patnam

Between William Duffin of Madras
Surgeon Complainant and Rungarow late of
Madura but at present of Madras Inhabitant
Defendant
On the Part of the Defendant —

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

Chocappa Naick Gomastah Poon of Madura Aged Sixty Years or thereabouts being
Produced as a Witness in this Cause, On the Part of the Defendant was on the sixteenth Day of
May One Thousand Seven hundred and Eighty Nine Legnified at the Office of Messrs Walker
and Hallowbeare Attornies for the Complainant by One of my Servants who also left with
a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the
same Day being Sworn and Examined Deposeth as follows viz.

1st ——— To the first Interrogatory this Deponent saith, that he doth know the Compt.t
William Duffin in this Cause, and that he hath been known with him about One
Year and that he doth know the Defendant Rungarow in this Cause and
that he hath been known with him about Ten Years — And more he saith not to
this first Interrogatory —

3th ——— To the fifth Interrogatory this Deponent saith, that in the Year of Christ
One Thousand Seven hundred and Seventy Eight he was employed in the
Service

Service of the Defendant in the Capacity of Cadjanjee Jolahar Collector of the Revenues of the District of the Country of Madura and further saith that he did by Order of the Defendant pay into the Hands of Comaraya Mordelly the Dubash to the Complainant at two different times the Sums of three Thousand and Nine hundred Gold Fanams and that the same was paid in Liquidation of the Debt due to the Complainant by the Defendant. This Deponent further saith that he did ask Receipts for the same from the said Comaraya Mordelly who replied that he would speak with the Defendant about it, saying at the same time that this Deponent had no Right to interfere in the Business And further saith not to the Interrogatory

Joseph Browne
Exr.

Sworn to at Madras

Mayor's Court Madraspatnam } Tuesday the 6th Day of June Anno Domini 1789

L.S.

Present

William Webb Esquire Mayor
Robert Milford and John Milford
Aldermen

Between William Duffin of Madras Surgeon Complainant and Rungarow of the same place Inhabitant the Surviving Obligor of Malanna late of Madura Inhabitant Defendant

This Cause coming on to be heard and Debated this day in the Presence of the Attorneys on both Sides on Reading the Complts Bill with Copies of a Bond and an Account Current Annexed the Affidavit



Affidavit of the Defendant to Answer with Copy of said Account Current Annexed, the General Replication, the General Rejoinder, the Interrogatories and Depositions on the part of the Complainant, the Interrogatories and Depositions on the part of the Defendant. On Hearing the Pleadings made Use of by the Attorneys and due and Consideration had thereon. This Court do think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just Sum of One Thousand Eight Hundred and Thirteen Pagodas and Eight Fanams Rqs 1813 8 — 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 15th June 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orator Monoogappa Modeliar of Madras Inhabitant that Your Orator Monoogappa Modeliar of Madras Inhabitant that Maunecca Nuneappa Naicker and Ayava Naicken of Saint Thome Inhabitants stands justly and truly 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 to every Pagoda the Sum of Forty Pounds or thereabouts as will more fully and at large appear by a Copy of a Mortgage Bond with a Covenant to Sue for and Recover the same in this Honble Court which Your Orator is ready to Produce in Court whereof he humbly prays Your Honours to Issue Process to Summon the said Defendants to be and Appear in this Honble Court to Answer the Premises and Your Orator begs leave to refer to his Bill of Complaint the Original whereof is in Your Honours Possession and

and ready to be produced when required and Your Orator further Sheweth unto this Hon.ble Court that he hath frequently and in and amicable Manner requested Payment from the said Maunicca Nincayya Naicker and Vyrava Naicken of the said Sum of One Hundred Pagodas

But notwithstanding may it please this Hon.ble Court the said Maunicca Nincayya Naicker and Vyrava Naicken obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Hon.ble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Maunicca Nincayya Naicker and Vyrava Naicken may upon their Corporal Oaths full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truly and effectually to all Intents and Purposes as if the same were here again repeated and particularly interrogated and that they may be Decreed to Pay unto Your Orator the aforesaid Sum of One Hundred Pagodas with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it please this Hon.ble Court to Cause the said Maunicca Nincayya Naicker and Vyrava Naicken to be Summoned and required by the Sheriff of Fort Saint George Town of Madrasapatnam and the Districts thereof quasenally to be and appear before this Hon.ble Court precise and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon.ble Court shall seem Meet

J. Stuart Hall
Atty for Compt.t

June 3rd 1789
This Bill was shewn Tenderd in the Days of Adjournment but a Summons issued Returnable Next Court Day
Wm Webb
Mayor



## Translation of a Mortgage Bond Dated 25th Days of Plavanga Year Answering to Anno Dominii 15th February 1788

We Maunicca Nincayya Naicker and My Son Vyrava Naicken of Vunneya Cast of Tuvoamylanyoon do give this Mortgage Bond to Moonnagayya Mordeliar of Sanatalava Cast of Madras that is to say

In consequence of my urgent Occasions We have this day Mortgaged to You the Choultry Bills of Sale of Saint Thomé my House Situated at Saint Thomé on the Ground belonging to the Church of Innayyaweherry the Gold Smiths and South to Nallan Chitty House and borrowed and received of You the Sum of (100) One hundred Star Pagodas as Current Money of Madras which Sum I do hereby engage to pay You or order before the 30th Audy of Parlaca Year or 10th August 188. Wherein all Such Interest as shall Morney become due thereon at the Rate of 12 ℔ Cent. Annum and Redeem the Choultry Bills of Sale I do fault of which You are thereby empowered to Recover with Expences by Suing in the Hon.ble the Mayor's Court I have we have given this Mortgage Bond with Our free will and Consent Witnesses Mylal Anachella Modaliar and Soobramonyan chetty by their Knowledge this Bond Was drawn by Soobbarayen

Witnesses Signed
Mylal Anauchelom.
Soobrammyan

Marked N. Nincayya Naicker
Do Vyrava Naicker

A true Translation as near as can be from the Malabar Language
(Signed) Ranganaudom
Interpreter

A true Copy
J. Stuart Hall
Atty for Compt.t

and Ready to be produced when Required and Your Orator further Sheweth unto this Hon.ble Court that he hath frequently and in and Amicable Manner Requested Payment from the said Maunicca Nenagyya Naicker and Vyrava Naicken of the said Sum of One Hundred Pagodas

But now so it is May it please this Hon.ble Court the said Maunicca Ninagyya Naicker and Vyrava Naicken 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 Agreable to Equity and Good Conscience To the End therefore that the said Maunicca Ninagyya Naicker and Vyrava Naicken 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 thruly and Effectually to all Intents and Purposes as if the same were here Again Negated and Particularly Interrogated and that they may be Decreed to Pay unto Your Orator the aforesaid Sum of One Hundred Pagodas with all Such Interest as now is or shall thereafter become due thereon and also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said Maunicca Ninagyya Naicker and Vyrava Naicken to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Hon.ble Court present 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

J. Stuart Hall
Atty for Compt.t

June 3.d 1789

This Bill was Sworn to in the Days of Adjournment & Taken Summons issued Returnable the Next Court Day

Wm Webb
Mayor



Translation of a Mortgage Bond Dated 25.th Day of Plavanga Year Answering to Anno Dominii 5.th February 1788

We Maunicca Ninagyya Naicker and Mylaal Vyrava Naicken of Vunnaya Cast of Tiruvomyaloor do give this Mortgage Bond to Monnagyya Mondeliar of Sanatalava Cast of Madras that is to Say

In consequence of my urgent Occasions We have this day Mortgaged to You the Choultry Bill of Sale of Saint Thomé in my House Situated at Saint Thomé on the Ground belonging to the Honble Company Thee Gold Smith and South to Nallaal Chitty Ingagyya wherry We Borrowed and Received of You the Sum of (100) One Hundred Star Pagodas Current Money of Madras which Sum I do hereby engage to pay You on or before the 30.th Day of Avany Year or 10.th August 1788. We shall Such Interest as shall Accrue due thereon and Redeem the Choultry Bill of Sale Indefault of which You are thereby empowered to Recover it by Process of Law in the Honble the Mayor's Court Thus we have given this Mortgage Bond with Our free will and Consent Witness Mylaal Vunachella Mondaliar and Soobramonyan chetty by their Knowledge Witness Hand Was drawn by Soobbarayen

Marked of Ninagyya Naicker
Do Vyrava Naicker

Witnesses Signed
Mylaal Vunachellum
Soobrammyan

A true Translation drawn as can be from the Malabar Language

(Signed) Ranganaudom
Interpreter

A true Copy
J. Stuart Hall
Atty for Compt.t

Mayor's Court
Madraspatnam

Tuesday the 23d. Day of June
Anno Domini 1789.

Present

L.S.

William Webb Esquire Mayor
Edward Garrow and George Savage
Aldermen

Mayor's Court

Between Monrogapyal Mondeliar of Madras Inhabitant Complainant and Mannicca Ninagapyal Naicker and Vyrava Naicken of Saint Thomé Inhabitants Defendants

The Defendant Mannicca Ninagapyal Naick 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 Mannicca Ninagapyal Naick shall Pay unto the Complainant the full and Just Sum of One Hundred Pagodas Pagodas 100 — Together with Wallouch Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

Filed this 4th May 1789



To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shewn Unto this Honble Court Your Orator James Parker of Madras Merchant that Arthur Stewart late Captn in the Service of the United Company of Merchants of England Trading to the East Indies and Their Presidency of Fort St. George stands justly and truly Indebted unto Your Orator in the full and just Sum of One Hundred and Thirty Seven Pagodas Twenty Fanams and Sixty Six Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fifty four Pounds and Three Shillings or Thereabouts as will More fully and at Large Appear by Copies of an Account and an Accepted Bill of Exchange 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 Orators Possession and Ready to be Produced when Required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in a Reasonable Manner Requested Payment of the said Sum of One hundred and Thirty Seven Pagodas Twenty Fanams and Sixty Six Cash from the said Arthur Stewart

But now so it is May it Please this Honble Court the said Arthur Stewart Obstinately and Wilfully Refuses to pay the same to Your Orator or any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief and that the said Arthur Stewart may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly Perfectly and Effectually to all Intents and purposes as if the same were Severally again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Thirty Seven Pagodas Twenty Fanams and Sixty Six Cash together with Wallouch Interest as now is or shall

Shall thenceforth become due thereon also all Costs of this Suit

Mayor's Court

Madrasspatnam

9th May 1789

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

Wm Webb
Mayor

Capt.n Arthur Stewart ——— Dr

1785
September 24th To Amount of Wm Thos Robinson's Bill upon You of this date,
Payable one Month after Date as p.r Your Acceptance ..... 60.. .. ..
To Interest upon D.o from 24th Oct.r 1783 to 24th April 1789 being
three Years and 6 Months at 12 p.r Cent p.r Annum ..... 25.. 9. 16.
To Cash paid Lt.e Stuart Hall on Your Account ..... 10.. .. ..
To Capt.n North's Bill upon You Dat.d 24th January 1788 ..... 35.. .. ..
To Interest upon D.o to the 24th April 1789. being 15 Months ..... 5.. .. ..

Pagodas ... 135.20.36

Madras
24th April 1789.

Errors Excep.
Signed Jn.o Baxter

A true Copy
P. Spencer
Atty Compt.t



D.o Stewart

One month after Date, Please pay to Mr James Baxter or
order, the Sum of Sixty Star Pagodas, and You'll Oblige

Yours &c.a
Signed Tho.s Robinson

Fort St George
24th September 1785

To Capt.n Arthur Stewart

Arth.r Stewart

A true Copy
P. Spencer
Atty Compt.t

Mayor's Court at
Madrasspatnam.

Tuesday the 23d Day of June
Anno Dominii 1789

Present

L.S.

William Webb Esquire Mayor
Edward Garrow and George Savage
Aldermen

Between James Baxter
of Madras Merchant Complainant
and Arthur Stewart Captain in
the Service of the United Company
of Merchants of England Trading
to the East Indies at their Presidency
of Fort St George 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 as Neglected to do, This Court do therefore think fit to
Order and Decree and do accordingly Order and Decree that the Defen-
dant shall pay unto the Complainant the full and just Sum of One
Hundred

Hundred and Sixty Five Pagodas Twenty Fanams and Fifty Six Cashes
Pagodas 1365. 20. 56 / Together with all Such Further Interest as now is or
Shall Hereafter become due Thereon until Full payment is made Also
all Costs of this Suit

Filed 7th May 1789

## To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew Unto this Honble Court Your Orator Lebina Pulley of Madras Merchant That Lagan and Shanker of the same Place Merchant Stand Indebted Unto Your Orator in the Sum and Just Sum of Two Thousand One Hundred and Twenty Pagodas Current Money of Madras Making in Sterling money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Eight Hundred and Forty Eight Pounds or thereabouts as will more fully and at large Appear by Copy of an Account and also by Copy of a Promissory Note Given and granted unto Your Orator by the said Lagan and Shanker on the Twenty First Day of January in the Year of Our Lord One Thousand Seven Hundred and Eighty Eight Payable on the Thirty first Day of August in the aforesaid Year Hereunto Annexed for the Inspection of this Honble Court both which Your Orator prays may be Admitted as part of this his Bill of Complaint The Originals whereof being in Your Orators Possession and Ready to be Produced when Required And Whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of Two Thousand One Hundred and Twenty Pagodas from the said Lagan and Shanker

But Notwithstanding May it Please this Honble Court the said Lagan and Shanker Obstinately and Wilfully Refuse to pay the Same or to give Your Orator any manner of Satisfaction touching the Premisses Your Orator therefore prays a general Relief touching the Premisses and that the said Lagan and Shanker may upon their



Corporal Oath fully True direct and Perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were Here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Honr the aforesaid Sum of Two Thousand One Hundred and Twenty Pagodas together with all Such Interest as now is or shall Hereafter become due Thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Lagan and Shanker to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain Time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Fort St George this 7th Day of May 1789

H. Du Pre
Complainant

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

Wm Webb
Mayor

807.

Mr. John Battley ——— Dr.

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| 1789 | | | | | |
| March 1st | By Balance Acct. | | | 2120 | " |
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Mayor's Court at Madraspatnam

Tuesday the 23d. Day of June Anno Domini 1789

Present

William Webb Esquire Mayor
Edward Garrow and George Savage
Aldermen

L.S.

Mayor's Court

Between John Bally of Madras Merchant Complainant and Lagana and Chanber of the same Place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fitt the Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Thousand One Hundred and Twenty Pag.s Pagodas 2120 — with all Costs of Suit together with all Costs Interest as now is or shall hereafter become due thereon until the full payment this Madras also all Costs of this Suit —

Filed



Filed the 23d June 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Rudiapaah Moodelly of Madras Inhabitant That Paramaswerum the same place Inhabitant stands justly and truely indebted unto Your Orator in the full and just Sum of Forty Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Shillings for every Pagoda the Sum of Eighteen Pounds as will more fully and at large Appear by Copy of Translation of a Mortgage Bond or Obligation hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as part of this his Bill of Complaint the Original of which is in Your Orator's Possession and Ready to be produced when required Your Orator further Sheweth unto this Honble Court that the said Paramaswerum did by the said Mortgage Bond or Obligation Bearing Date the Fifth Day of April in the present Year of Our Lord One Thousand Seven hundred and Eighty Nine become bound well and truely to Pay or Cause to be paid unto Your Orator the said Sum of Forty Star Pagodas and did further agree and by the said Mortgage Bond or Obligation that in default of Payment of the said Sum of Forty Star Pagodas Your Orator might and should Prosecute him the said Paramaswerum in this Honble Court as will Appear on Reference to the Translation of the said Mortgage Bond or Obligation hereunto Annexed Your Orator further Sheweth unto this Honble Court that in the Charter Granted by his late Majesty George the Second to the Honble United Company of Merchants of England trading to the East Indies bearing Date the Sixth Day of January which was in the Year of Our Lord One Thousand Seven hundred and fifty Two it is Expressly Declared and Provided that it shall and may be Lawfull for this Honble Court to hear and Determine all Civil Suits or Pleas between any of the Indian Natives that shall or may arise or happen within the Towns of Madraspatnam

or Not Standing 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 Mortgage Bond or Obligation is inserted a Cause by the Consent and Agreement of the said Paramasewen which Binds every Respect Conforme both in Letter and Spirit to that part of his Late Majesty's Charter respecting India Natives herein before Recited by which Your Orator is enabled and rendered fully Competent and Legally Qualified to Prosecute this Your Orator's Suit in this Honble Court against the said Paramasewen Your Orator further unto this Honble Court that the said Paramasewen hath not nor hath any One for him paid or Caused to be paid unto Your Orator or unto any One for Your Orator's use either the whole or any part of the money due and owing on the said Mortgage Bond or Obligation Your Orator further Sheweth unto this Honble Court that he hath frequently and in an amicable Manner Requested Payment from the said Paramaseven of the said Sum of Forty Star Pagodas

Delinquent Suits May it Please this Honble Court that the said Paramasewen 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 suited to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Paramasewen may upon this Corporal Oath fully True Direct and Perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truely Perfectly and Effectually to all Intents and Purposes as if the same were there again Repeated and Particularly Interrogated and that it may be Decreed to Pay unto Your Orator the aforesaid Sum of Forty Star Pagodas with all Costs Interest and Damages that shall thereupon become due thereon and also all Costs of this Suit

May



May it Please this Honble Court to Cause the said Paramasewen to be Summoned and Required by the Sheriff of Fort St George Town of Madrapatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain Time and Place to be by this Honble Court Prefixed and Appointed there and there to Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

L. Popham
Atty for Complainant

23. June 1789
This Bill was shewn to me in the days of Adjournment for a Summons issue returnable Next Court Day
Wm Webb
Mayor

Translation of a Mortgage Bond Dated 6th Chittra of Sowmyah Year Answering to Anno Domini 18th April 1789

I Paramasewen Son of Peroo Venkatah Modelly of Madras do give this Mortgage Bond to Andeappah Modelly Son of Nunneyah Modelly of the same place Thatis to Say

I have borrowed and Received of You the Sum of 40 Forty Star Pagodas Current Money of Madras on the Mortgage of 2¾ Two and a Quarter Cawnies of Ground Situated at Pulgaukum South to the Brodie Chungleroyah Modelly's Garden and North to the Village which Sum I do hereby Engage to Repay You on or before the 30th May answer 18th June next with a Reasonable Interest as shall or may become due thereon and at the Rate of 12 p Cent p Annum Default of which You are hereby empowered to Recover Your Money by disposing the Mortgaged Premises by Prosecuting me in the Hon'ble the Mayor's Court Thus I have given You this Mortgage Bond with my free will and Consent Witnesses Soobramonyah Bodaliar and Nunneyah Modaliar by their Knowledge this Mortgage Bond was Drawn by Vettyar Chocalingum

Witnesses
Nunneyah
Soobramonyen

True Translation as near as can be from the Malabar
Signed Ranganaudom
Interpreter

Atty Compt
L. Popham

Mayor's Court at Madraspatnam } Tuesday the 30th Day of June Anno Domini 1789

Present

William Webb Esquire Mayor

Josias Du Pre Porcher and Andrew Ross

Aldermen

Between Rustigajalu Moodelly of Madras Inhabitant Complainant and Panayrasevenoo 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 Forty Pagodas Pagodas 40 — together with all Costs Interest and now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

D. Pl. Cur



Filed the 16th May 1789

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators Benjamin Mee and Thomas Cotton of Calcutta in Bengal Esquires by their Attornies William Balfour John Spalding and Oliver Colt of Fort Saint George Merchants and Copartners that Patrick Mc Intyre formerly of Bengal Merchant and since of Madras and now of Bombay or else where stands indebted unto Your Orators in the full and just Sum of Twenty thousand four Hundred and fifty Seven Star Pagodas Nineteen 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 Eight thousand One Hundred and Eighty two Pounds Nineteen Shillings and Eight Pence or thereabouts as will more fully and at large appear by the Copy of the Attested Copy of an Indenture entered into Between Adam Turnbull and Patrick Mc Intyre of the One Part and Your Orators of the Other Part and by the Copy of the Power of Attorney of Your Orators to the said William Balfour John Spalding and Oliver Colt as also Copy of an Account Current hereunto annexed for the Inspection of this Honble Court, and which are prayed to be taken as part of this Your Orators Bill of Complaint the Attested Copy of the said Indenture together with the Attested Copies of two former Title deeds of the Ship Nancy which are now Mortgaged to Your Orators as also the said Original Power of Attorney and Account Current are in the Possession of Your Orators said Attornies and ready to be produced to this Honble Court when required and Your Orators Shew unto this Honble Court that they have lent and Advance unto the said Patrick Mc Intyre and Adam Turnbull then a Partner with him the Sum of Sixty three Thousand one Hundred and

and Eighty six Sicca Rupees Thirteen Annas and One Pice for securing the Payment whereof the said Adam Turnbull and Patrick Mc. Intyre did &c Mortgage and Assign over unto Your Orators the aforesaid Ship Henry whereof George Gallanway is now Commander together with her Stores &c as also the Policy of Insurance on the said Ship as by the said Indenture hereunto Annexed may appear Your Orators further shew that they have since Paid and Advanced for Account of the said Adam Turnbull and Patrick Mc. Intyre the Sum of Three Thousand and Six Hundred Sicca Rupees for the Premium of Insurance on the said Ship Henry from Bombay to Canton and a further Sum of Three Thousand and four Current Rupees ten Annas and three Pice from Batavia to Bombay as by the said Account Current hereunto Annexed may appear which said Sums of Three Thousand and Six Hundred Sicca Rupees and Three Thousand and four Current Rupees ten Annas and three Pice Your Orators have been obliged to pay for the better securing unto them the Value of the said Ship so Mortgaged unto them against any Risk by Sea or other Accident and Your Orators Shew that the said Adam Turnbull and Patrick Mc. Intyre have not nor hath either of them paid unto Your Orators or anyone for their Account the said Sum so owing to them as aforesaid or any Part thereof nor have they or either of them given unto Your Orators or either of them any Satisfaction whatever Touching the Premises Your Orators therefore pray a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience &c To the End therefore that the said Patrick Mc. Intyre may upon his Corporal Oath full true direct and Perfect Answer make to all and singular the Matters and things herein before set forth and alledged as fully, truely, and effectually, to all intents and purposes as if the same were here again repeated and particularly Interrogated and that the said Patrick Mc. Intyre may particularly set forth &c whether



whether Your Orators did not lend and Advance unto him and the said Adam Turnbull the Several Sums of Money as specified in the Account hereunto Annexed and whether the said Adam Turnbull and Patrick Mc. Intyre did not for the Security of Your Orators said Money enter into and execute the Indenture Copy whereof is hereunto Annexed and whether the said Adam Turnbull and Patrick Mc. Intyre or either of them for their Account hath since paid or satisfied all or any part thereof and whether the said Adam Turnbull was not then a Partner with the said Patrick Mc. Intyre and whether the said Patrick Mc. Intyre is not at Present liable to the Payment of the whole of the said Sum of Twenty Thousand four hundred and fifty Seven Pagodas Nineteen fanams and Sixty Cash together with all charge and Interest from the respective Days whereon the said Several Sums Specified in the said Account have been severally paid And that he may be Decreed to pay unto Your Orators the aforesaid Sum of Twenty Thousand four Hundred and fifty Seven Pagodas Nineteen fanams and Sixty Cash with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit &c

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

J. Popham
Attorney for Complaint

This Bill was Shown to me Between the days of Adjournment Let a Summons issue returnable Next Court Day
Madras 16th. May 1789.
Wm. Webb
Mayor

I Phinehas Hall Notary Public dwelling and practicing in Calcutta at Fort William in Bengal for that purpose duly Sworn Do hereby Certify and Attest that the Annexed Paper Writings are true Copies of an Indenture made Between Adam Turnbull and Patrick Mc Intyre of Calcutta at Fort William in Bengal Merchants of the One part and Benjamin Mee and Thomas Cotton of the same place Gentlemen of the other part bearing date the Twenty fifth day of August in the Twenty eighth Year of the Reign of Our Sovereign Lord George the Third of Great Britain France and Ireland King Defender of the Faith and so forth and in the Year of Our Lord One Thousand Seven Hundred and Eighty eight, of a Receipt thereupon indorsed and of a certain Note a Letter and Drafts thereunto Annexed Carefully Collated by me with the Originals which were exhibited to me for that purpose

L. S.

In Faith and Testimony whereof I have hereunto set my hand and Seal of my Office this Second day of February in the Year of Our Lord One Thousand Seven Hundred and Eighty Nine

Phinehas Hall
Notary Public

A true Copy
L. Popham



This Indenture Made the Twenty fifth day of August in the Twenty Eighth Year of the Reign of Our Sovereign Lord George the Third of Great Britain France and Ireland King Defender of the Faith and so forth in the Year of Our Lord One Thousand Seven Hundred and Eighty Eight Adam Turnbull and Patrick Macintyre of Calcutta at Fort William in Bengal Merchants of the One part and Benjamin Mee and Thomas Cotton of the same place Gentleman of the other Part Whereas in and by a Certain Indenture bearing date the Twenty Sixth day of December in the Year of Our Lord Christ One Thousand seven Hundred and Eighty Six made Between John Palling of Calcutta in the Province of Bengal Merchant Charles Child of the same place Merchant John Blythe of the same place Merchant the Honorable Lockart Gordon of the same place Esquire Thomas Redhead of the same place Merchant and William Starding of the same place Esquire the then Committee duly elected and appointed of a certain Insurance Company or Society at Calcutta aforesaid called and known by the Name of the Calcutta Insurance Company for and on behalf of themselves and the other Members of the said Insurance Company or Society of the one Part and Adam Turnbull of Calcutta aforesaid Merchant of the other Part, It was witnessed that for and in Consideration of the Sum of Forty six Thousand Sicca Rupees of good and Lawful Money of Bengal to them the said John Palling Charles Child John Blythe Lockart Gordon Thomas Redhead and William Starding for the use of themselves and the other Members of the said Insurance Company or Society in hand paid by the said Adam Turnbull at or before the Sealing and Delivery of the said Insurance the the receipt whereof is thereby acknowledged they the said John Palling Charles Child John Blythe Lockart Gordon Thomas Redhead and William Starding for themselves and the

the said Insurance Company or Society and each and every of them did &
grant bargain sell assign transfer and set over unto the said Adam
Turnbull his Executors Administrators and Assigns the good Ship or
Vessell called the Dadalay of the Burthen of Tons or thereabouts
and whereof George Gallaway was Master then lying and being in the
River Sloughly together with all and Singular the Masts Sails Sail Yards
Anchors Cables Ropes Cords Boats Oars pieces of Ordnance Guns Gun Powder
Shot Tackle apparel Biggining Ammunition provision and furniture
whatsoever to the said Ship or Vessell belonging or in any wise appertaining
To have and To hold the said Ship or Vessel Called Dadalay &
and all and singular other the Premises thereby granted bargained
sold assigned transferred and set over or meant or intended so to be
with their and every of their appurtenances unto the said Adam &
Turnbull his Executors Administrators and Assigns for ever And Whereas
the said Ship Dadalay is the sole property of the said Adam Turnbull &
and Patrick Macintyre and is at present called and known by the Name
of the Ship Henry which Ship Henry they the said Adam Turnbull &
and Patrick Macintyre have caused to be insured in the Bengal &
Insurance Company in the Name and Firm of Turnbull and Macintyre
in the Sum of Ninety Thousand Sicca Rupees from Bombay to Canton
with Liberty to touch at the intermediate Ports And whereas they the
said Adam Turnbull and Patrick Macintyre stand indebted to the
said Benjamin Mee in the Sum of Sicca Rupees Forty two Thousand
two Hundred and Sixty One four Annas and Seven Pice on Account
of the Acceptances which are hereunto Annexed and in a further Sum
of Sicca Rupees two Thousand four Hundred and four on Account of
the Premium of Insurance on the said Ship Henry Making together
the Sum of Sicca Rupees Forty four Thousand Six Hundred and Sixty
five four Annas and Seven Pice — And Whereas they also stand

Indebted



Indebted unto the said Thomas Cotton in the Sum of Sicca Rupees Fourteen
Thousand three Hundred and twenty One Eight Annas and Six Pice &
on Accounts of other acceptances which are hereunto Annexed and in a
further Sum of Sicca Rupees One Thousand and two Hundred on Account
of the Premium of Insurance on the said Ship Henry making together
the Sum of fifteen Thousand five Hundred and twenty One Sicca Rupees
Eight Annas and Six Pice which Sum of Sicca Rupees Forty four &
Thousand Six Hundred and Sixty five four Annas and seven Pice due
to the said Benjamin Mee and the Sum of Sicca Rupees fifteen Thousand
five Hundred and twenty one Eight Annas and Six Pice due to the said
Thomas Cotton amount in the whole to the Sum of Sicca Rupees Sixty &
Thousand One Hundred and Eighty Six, Thirteen Annas and One Pice &
And Whereas they the said Benjamin Mee and Thomas Cotton at the
request of them the said Adam Turnbull and Patrick Macintyre have
agreed to lend and advance them the said Adam Turnbull and Patrick
Macintyre the further Sum of Sicca Rupees three Thousand one half of
which Sum to be advanced by the said Benjamin Mee and the other &
half by the said Thomas Cotton for the repayment of the aforesaid Sum &
of Sicca Rupees Sixty Thousand One Hundred and Eighty Six Thirteen &
Annas and one Pice and the said Sum of Sicca Rupees three Thousand &
they the said Adam Turnbull and Patrick Macintyre have agreed to &
assign to them the said Benjamin Mee and Thomas Cotton the said Ship
Henry and the Policy of Insurance on the said Ship in Manner herein
after mentioned with which security for Payment they the said &
Benjamin Mee and Thomas Cotton are contended Now this Indenture
Witnesseth that for the better Securing the Payment of the said Sum of
Sicca Rupees Sixty Thousand One Hundred and Eighty Six, Thirteen &
Annas and One Pice, and in Consideration of the Sum of Sicca Rupees
three Thousand Making together the Sum of Sicca Rupees Sixty three
Thousand One Hundred and Eighty Six Thirteen Annas and one Pice

which

which they the said Adam Turnbull and Patrick Macintyre do hereby
acknowledge and thereof and of every part thereof doth acquit release
and discharge the said Benjamin Mee and Thomas Cotton their and
each of their Executors Administrators and Assigns and for divers other
good and Sufficient Causes and Considerations them the said Adam
Turnbull and Patrick Macintyre hereunto Special Moving Have
given granted assigned and set Over and by these presents Do
give grant assign and set over unto them the said Benjamin Mee
and Thomas Cotton their and each of their Executors Administrators
and Assigns as well as the aforesaid Ship or Vessell called the Henry
as aforesaid as the Policy of Insurance upon the said Ship or Vessell
together with the Tackle Apparel Ammunition Artillery Ordnance
Stores Boats and furniture with all and singular other the appurtenances
to the said Ship or Vessell belonging or in any wise appertaining
To have and To hold the said Ship or Vessell with her Tackle
apparel Ammunition Artillery Ordnance Stores Boats and furniture
and the said Instrument in writing or Policy of Insurance as aforesaid
with their appurtenances unto the said Benjamin Mee and Thomas
Cotton their Executors Administrators and Assigns for ever Provided
always and these Presents are upon this express Condition nevertheless
that if the said Adam Turnbull and Patrick Macintyre their or
either of their Executors Administrators and Assigns do and shall
well and truely pay or cause to be paid unto them the said Benjamin
Mee and Thomas Cotton their Heirs Executors Administrators or
Assigns the full Sum of Sicca Rupees Sixty three thousand one Hundred
and Eighty six thirteen Annas and One Piece of good and lawful
Money of Bengal together with Interest for the same at and after
the rate of twelve per Cent per Annum on the first day of January
next ensuing the Day of the date of these Presents without any

deduction



deduction on or abatement out of the same for or in respect of any outfits repairs
Seamens Wages Duties Charges Assessments payments or other matter Cause
or thing whatsoever charged or imposed or to be Charged or imposed upon
the said Ship or Vessel or upon them the said Benjamin Mee and Thomas
Cotton their Executors Administrators or Assigns or any of them for or in
respect thereof then and in such Case and at all times from thenceforth
these presents and the Term and Estate hereby granted and every Clause
and Covenant herein contained shall cease determine and be utterly void
to all Intents and purposes any thing herein contained to the contrary
thereof in any wise Notwithstanding And also that they the said Adam
Turnbull and Patrick Macintyre at the time of the ensealing and
delivery of these presents Have in themselves good right full power and
lawfull and absolute Authority to grant and Convey the said Ship or Vessel
with all and singular other the premisses with their and each of their
appurtenances in manner aforesaid unto them the said Benjamin Mee
and Thomas Cotton their Executors Administrators and Assigns according
to the purport true intent and meaning of these presents And further
that it shall and may be lawful to and for the said Benjamin Mee
and Thomas Cotton their Executors Administrators and Assigns from time
to time and at all times peaceably after default shall happen to be
made of or in payment of the said Sum of Sixty three thousand one
Hundred and Eighty six Sicca Rupees thirteen Annas and One Piece with
Interest as aforesaid or any part thereof contrary to the form and
effect of the aforesaid proviso and Covenant for the payment thereof
peaceably and quietly to enter into and upon have hold use occupy
possess and enjoy the said Ship or Vessell called the Henry together with
all such Policy or Policies of Insurance and all and singular other
the premisses with their and every of their appurtenances and to
receive and take the earnings issues and Profits thereof and of every

part

part and parcel thereof from thence forth for ever without the Lawful let Suit trouble denial eviction or interruption of or by them the said Adam Turnbull and Patrick Macintyre their Executors Administrators or Assigns or of or by any other person or persons Lawfully claiming or to claim by from or under them or either of them or in trust for them or either of them or otherwise howsoever and that free and clear and freely and clearly acquitted exonerated and discharged or otherwise by them the said Adam Turnbull and Patrick Macintyre their Heirs Executors and Administrators well and sufficiently saved defended kept harmless and indemnified of from and against all and singular former and other grants bargains sales Mortgages Estates titles troubles charges and incumbrances whatsoever had made done committed occasioned or suffered, or to be had made done committed occasioned or suffered by them the said Adam Turnbull and Patrick Macintyre their Executors Administrators or Assigns or by any other Person or Persons whomsoever And Moreover that they the said Adam Turnbull and Patrick Macintyre their Executors Administrators and Assigns and all and every other person or persons having or lawfully claiming or which shall or may have or lawfully claim any Estate Right Title or Interest of into or out of the said Ship or Vessell or such policy of Assurance or any part thereof shall and will from time to time and at all times from and after default shall happen to be made in payment of the said Sum of Sicca Rupees Sixty three Thousand One Hundred and Eighty six, Thirteen Annas and one Piece with Interest thereon as aforesaid or any part thereof contrary to the form and effect of the aforesaid proviso and Covenant for payment of the same upon every reasonable request and at the proper Costs and Charges in the Law of them the said Benjamin Mee and Thomas Cotton their Executors Administrators and Assigns make do and execute



or cause and procure to made done and executed all and every such further and other Lawful and reasonable Act and Acts Deeds Conveyances and Assurances in the Law whatsoever for the further better more perfect and Absolute granting conveying and Assuring the said Ship or Vessel with her Tackle Apparel and Ammunition Artillery Ordinance stores and Furniture and such Policy or Policies of Insurance unto them the said Benjamin Mee and Thomas Cotton their Executors Administrators and Assigns for ever discharged of the aforesaid Proviso for Redemption thereof or any Equity thereupon as by them the said Benjamin Mee and Thomas Cotton their Counsel learned in the Law shall be reasonably advised devised or required And it is Lastly declared and agreed by and between the said Parties to these Presents that in the mean time and until default shall happen to be made of or in payment of the said Sum of Sicca Rupees Sixty three thousand one Hundred and Eighty Six thirteen Annas and one Piece and Interest or some part thereof contrary to the form and effect of the aforesaid Proviso and Covenant for Payment of the same it shall and may be Lawful to and for the said Adam Turnbull and Patrick Macintyre their Executors Administrators and Assigns peaceably and quietly to have hold occupy possess and enjoy the said Ship or Vessell called the Nancy and to receive and take the earnings and profits thereof and of every part and parcel thereof to and for their own use and benefit without the Lawful let Suit Trouble or interruption of or by them the said Benjamin Mee and Thomas Cotton their or either of their Executors Administrators or Assigns or of or by any other person or persons lawfully claiming or to claim by from or under them or either of them In Witness whereof the said Adam Turnbull hath hereunto set his hand and Seal the day and Year first above Written and the said Adam Turnbull for the said Patrick Macintyre by Virtue of a Letter of Attorney to him made by the said Patrick Macintyre bearing date the Seventh day of December One Thousand Seven Hundred and Eighty five hath set the hand

and

and Seal of the said Patrick Macintyre And the said Benjamin Mee & Thomas Cotton have hereunto set their respective hands and Seals the day and Year first above Written &c.

Adam Turnbull (Seal) Pat. Macintyre (Seal) Benja. Mee (Seal) Thos. Cotton (Seal)

Received the day and year first within written of and from the within Named Benjamin Mee and Thomas Cotton the Sum of Sicca Rupees Sixty three Thousand One Hundred and Eighty six Thirteen Annas and One piece being the full Consideration Money within Mentioned to be paid by them to us ..... } Sa. Rs. 63186. 13. 1.

Signed Sealed and Delivered
where no Stamps are not in use
in the presence of

Adam Turnbull
Pat. Macintyre

Jas. Forbes
Thos. Templeton } Witness to the signing of Adam Turnbull in the name and as the Act and Deed of the within named Patrick Macintyre.

Registered this 12th day of January 1789.

Edward Ferrilla
Register

Mem. Words 1486.
Sa. Rs. 15.

The within Indenture was Executed by Adam Turnbull of Calcutta Merchant the legal and constituted Attorney of the within named Patrick Macintyre for and in the Name and as the Act and deed of the said Patrick Macintyre and by the said Adam Turnbull Benjamin Mee and Thomas Cotton in the presence of

Jas. Forbes
Thos. Templeton.

Calcutta 6th June 1788.

6/9 Augt. ② 44.

Two Months after date we promise to pay to William Luard Esqr. or Order three thousand Sicca Rupees for Value Received.

Sa. Rs. 3000.

Turnbull & Macintyre

Indorsed
W. Luard



13. Oct. 88

Dear Sir You have a Draft of P. Macintyres on me for 400. Rupees due this day in favor of Ramchunder dutt it is wrote short in Athanafs Account with You please to return it to him

To Benjamin Mee Esqre
due 12/13 Octr.

Up Obt.
A. Turnbull

Calcutta 10. June 1788.

Sir Four Months after date pay to Ramchunder dutt or Order Four Hundred Sa. Rs which please to place to my private Account

your Obdt. Servant
(Signed) P. Macintyre

To Mr. Adam Turnbull
Calcutta
Sa. Rs. 400.

S. A. T.
True Copy delivered Mr. Athanafs
Indorsed

No 59. due 16/19 Augt.

Calcutta 16th June 1788 @ 109.

Two Months after date please to pay me or my Order five Thousand Sicca Rupees for Value Received—

William Macintosh
Junior

Sa. Rs. 5000.

To Messrs. Turnbull & Macintyre.

S. & Mc. J.

Junior
Wm. Macintosh Junior

No 57.
due 12/15 Octr.

Calcutta 12th June 1788 @ 109.

Four Months after date please to pay me or my Order Four Thousand Two Hundred fifty three Sicca Rupees and three Annas for Value received

William Macintosh
Junior

Sa. Rs. 4253. 3.

To Messrs. Turnbull and Macintyre

S. & Mc. J.

Indorsed
W. Macintyre Junior

30th June
No 63. 3/6 Augt. / No 91.

Calcutta 3. June 1788 @ 109.

Sa. Rs 264. 10.

Two Months after date please to pay to me or my Order Sicca Rupees Two Hundred and Sixty four and Ten Annas for Value delivered to You

H. Stewart
Wills. Macintosh
Junior

To Adam Turnbull Esqr.

A. T.
Indorsed

Calcutta

No 58. due 4/7th August.

Cal.

827.

Calcutta 16th June 1788 @ 10/-

Ten Weeks after date please to pay me or my Order Five Thousand Sicca Rupees for Value Received—

Wm Macintosh Junior.

Sa. Rs. 5000. To Messrs Turnbull and Macintyre

J. & Mc I.

Indorsed William Macintosh Junior

No 774. due 5/8th Augt.

Calcutta 5th April 1788 @ 10/-

Four Months after date please to pay me or my Order the Sum of Five Thousand Sicca Rupees with Interest on the same at the rate of Twelve per Cent per Annum for Value delivered on board the Ship Argyle Shire—

Sa. Rs. 5000

William Macintosh Junior—

Messrs Turnbull & Macintyre

J. & Mc I.

Indorsed

William Macintosh, Junior W Luard R Stewart

Calcutta 29th August 1788.

Six Months after date we promise to pay the Proprietors of the Bengal Bank or Order the Sum of Ten Thousand five Hundred and eighty Nine Sicca Rupees four annas and six pice for Value received—

Turnbull & Macintyre.

Augt 23.

Calcutta 20th June 1788 @ 117.

Six Months after date we promise to pay unto Mr A. Davidson or Order Sicca Rupees One Thousand two Hundred and Ninety One ten annas and one Pice—

Sa. Rs 1291. 10. 1/ balance of Account Current with him closed 11 Inst.

Turnbull & Macintyre

Indorsed

A Davidson.

To

No 60 due 25/29th Augt

Calcutta 16th June 1788 @ 10/-

Ten Weeks after date please to pay me or my Order Six Thousand Six Hundred forty seven Sicca Rupees and Twelve annas for Value received

Sa. Rs. 6647. 12.

William Macintosh Junior

To Messrs Turnbull & Macintyre.

Indorsed William Macintosh Junior. J. & Mc I.

No 13

828.

No 13. Entd.

Calcutta 4th June 1788.

4/7 August.

Two Months after date we promise to pay to Mr James Elphinstone or Order Twelve Thousand Sicca Rupees for Value in Account—

Sa. Rs. 12000

Turnbull & Macintyre.

Indorsed James Elphinstone. Peter Lyons.

Calcutta 24th June 1788.

Two Months after date we promise to pay Messrs Hornby & Co. or their Order the Sum of Five Thousand Sicca Rupees with Interest at Twelve per Cent p Annum for Value Received from them—

Turnbull & Macintyre

Sa. Rs. 5000.

No. 61 } due 9/11 Augt.
No. 40 }

Calcutta 31st May 1788.

Ten Weeks after date please pay to us or over Order Eight Thousand Sicca Rupees for Value of

W Luard

William Macintosh Junior

To Messrs Turnbull & Macintyre

Sa Rs 8000 Indorsed W Luard

William Macintosh Junior.

A true Copy

Bpham

To all to whom these presents shall come Thomas Cotton and Benjamin Mee of Calcutta at Fort William in Bengal Esquires Send Greeting Whereas in and by a certain Indenture of Assignment bearing date the Twenty fifth day of August in the Year of Our Lord One Thousand seven Hundred and Eighty Eight made Between Adam Turnbull and Patrick Macintyre of Calcutta aforesaid of the One part and Benjamin Mee and Thomas Cotton of the same place Gentlemen of the other part Reciting as therein is recited It is by the said Indenture Witnessed that for the better securing the Payment of the Sum of Sicca Rupees Sixty Thousand one Hundred and eighty Six thirteen Annas and one Piece and in Consideration of the Sum of Sicca Rupees, Three Thousand making together Sicca Rupees Sixty three Thousand one Hundred and Eighty Six thirteen Annas and Nine Piece the receipt whereof they the said Adam Turnbull and Patrick Macintyre did thereby acknowledge and therefrom and of every part thereof did acquit release and discharge the said Benjamin Mee and Thomas Cotton their and each of their Executors Administrators and Assigns and for divers other good Causes and Considerations them the said Adam Turnbull and Patrick Macintyre thereunto specially moving Had Granted and bargained assigned and set over unto them the said Benjamin Mee and Thomas Cotton their and each of their Executors Administrators and Assigns as well the Ship or Vessel called the Henry as the Policy of Insurance upon the said Ship or Vessel together with the Tackle apparel Ammunition Artillery Ordnance Stores Boats and Furniture with all and Singular other the Appurtenances to the said Ship or Vessel belonging or in any ways appertaining with divers other Clauses provisos Conditions and Agreements in the said Indenture contained Relation being thereunto had will fully and at large appears and whereas it may be thought advisable for the benefit of the Concerned to



to sell and dispose of the said Ship in the said Indenture particularly mentioned and described on her arrival at the Port of Madras or any part of the Coast of Coromandel Now Know ye that we the said Thomas Cotton and Benjamin Mee have made Ordained Constituted and appointed and by these presents Do make Ordain Constitute and appoint Messieurs Balfour Spalding and Colt all of Madras aforesaid Merchants jointly and Severally our true and Lawful Attorney and Attornies for us and in our Names and to our use to sue for and prosecute at Law or in Equity the said Adam Turnbull and Patrick Macintyre or either of them or any other persons or person in possession of the said Ship or Vessel in the said in part recited Indenture mentioned and to bring any Bill or Bills of foreclosure or any other action or actions Suit or Suits as shall be thought most proper to compel the Payment of the said sum of Sixty three Thousand one Hundred and Eighty Six Sicca Rupees thirteen Annas and one Piece and all Intents now due or which shall or may hereafter become due thereupon and for us and in our Names to receive the same and Releases discharges and other sufficient Acquittances to give for what they or he shall receive and full power to make any composition or touching the payment of the said Debt in the said hereinbefore recited Indenture mentioned and under them one or more Attorney or Attornies to appoint make and Substitute and to displace them or any of them and others in their room to substitute and to do or Cause to be done all such matters and things as shall be needfull and requisite for the recovery of the said debt in the hereinbefore in part recited Indenture of Assignment mentioned, ratifying allowing and Confirming and holding good and firm in Law whatsoever our said Attornies or either of them shall do or Cause to be done in & about the premises as fully to all intents & purposes whatsoever as we might or could do the same if we were personally present In Witness whereof the parties to these presents have hereunto set their Hands and Seals this Eleventh Day of April in the Year of our Lord One Thousand Seven Hundred and Eighty Nine—

Signed Sealed and Delivered in Bengal where no Stamps are in use or to be had In the presence of Mr Bickley B. Turner

A true Copy
Bonham

Thos Cotton (L.S.)
Benjn Mee (L.S.)

Dr. Patrick Mc. Intyre Contra Benjamin Mee & Thomas Cotton ... Cr.

Mr. Patrick Mc. Intyre Contra with Benjamin Mee & Thomas Cotton ... Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1788 Augt. 25 | To Cash lent or Drawn for by Mr. Mc. Intyre and Cotton on the Shipment of the Ship Hanover the Policy of Insurance on the Ship & by the Shipment of their Int. Sixty Bales ... | 63186 | 2 | 1 | | | |
| 1789 May 14 | To Interest on 98 to the 14th day at 12 P. Cent. per Annum from 25 Augt. 1788 Sixty 8 m 18 days } | 5876 | 2 | 6 | | | |
| | To Cash paid for the Premium of Insurance on the Ship Hanover from Bombay to Cochin } | 3600 | | | | | |
| | To ditto ... to from Calcutta to Bombay Current Rupees 30000. 10. 3 or ... | 25911 | 3 | 4 | | | |
| | | Sicca Rupees 74383 | 2 | 11 | | | |
| | or Current Rupees 28529 | 11 | 0 | | | | |
| | Court Charges ... 8239 | 13 | 3 | 932 | Arcot Rupees | | |
| | Int. on 1100 Ster. Pagodas ... | | | | | | |
| | | | | | Star Pagodas ... | 20457 | 4 | 6 |

Errors Excepted
Madras 6th May 1789
Graham Spalding & Colt
Agents for Benjamin Mee & Thomas Cotton

Star Pagodas ... 20457 4 6

Dr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1789 May 4 | To Balance due ... | 20457 | 4 | 6 | | | |
| | | Star Pagodas ... | 20457 | 4 | 6 | | |

Errors Excepted
Madras 6th May 1789
Graham Spalding & Colt
Agents for Benjamin Mee & Thomas Cotton

Filed the 22d May 1789.



In the Honble the Mayors Court at Madraspatnam

Between Benjamin Mee and Thomas Cotton by their Attornies William Balfour & John Spalding and Oliver Colt.

VERS

Patrick Mc. Intyre

The Affidavit of the above Named Oliver Colt one of the Complainants Attornies &

The Above Named Oliver Colt Maketh Oath and Saith & that the above Named Patrick Mc. Intyre is Justly and Truely indebted unto the above Named Benjamin Mee and Thomas Cotton in the Sum of Twenty Thousand four Hundred and fifty Seven Star Pagodas Nineteen fanams & and Sixty Cash as Stated in the said Account Current Annexed to the & Bill of Complaint filed in the above Cause on the Sixteenth day of this & Instant May and this Deponent further Saith that the above Named Patrick Mc. Intyre hath been within the Jurisdiction of this Honble Court Since the Cause of Action Arose.

Oliver Colt

Sworn to before me
this 22d May 1789.
Wm Webb
Mayor

Bonham
Atty. for Compt.

# Dr. Patrick Mc Intyre Contour with Adam Turnbull in Account with Benjamin Mee & Thomas Cotton ... Cr.

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1788 | | | | | | | 1789 | | | | | | |
| Augt | 25 | To Cash lent or Advanced Ajax by Messrs Mee and Cotton on the Assignment of the Ship Henry and the Policy of Insurance on the said Ship as by the Assignment of this date Sicca Rupees | 63186 | 13 | 1 | | May | 14 | By Balance due | 20457 | 19 | 60 |
| 1789 | | | | | | | | | | | | | |
| May | 14 | To Interest on Do to this day at 12 ℔ Cent p.a per Annum from 25th Augt 1788 being 8 mo 20 ds | 5476 | 2 | 6 | | | | | | | | |
| | | To Cash paid for the Premium of Insurance on the Ship Henry from Bombay to Canton | 3600 | | | | | | | | | | |
| | | To Do Do Do from Batavia to Bombay Current Rupees 3086.10.3 or | 2590 | 3 | 4 | | | | | | | | |
| | | Sicca Rupees | 74353 | 2 | 11 | | | | | | | | |
| | | or Current Rupees 86829.11. or | | | | | | | | | | | |
| | | Arcot Rupees 80397.12.9 @ 393 Arcot Rupees ℔ 100 Star Pagodas | 20457 | 19 | 60 | | | | | | | | |
| | | Star Pagodas | 20457 | 19 | 60 | | | | Star Pagodas | 20457 | 19 | 60 | |

Madras May 14th 1789

Errors Excepted

Balfour Spalding & Colt
agents for Benjamin Mee Thomas Cotton

Entrue Copy
Popham

(894.)

The District Court of the Judges appointed for the South Charlotte and Effort of the said Patrick Mc Intyre before the said Sheriff Acting Under Authority of the said Ship Henry the 2nd now lying at Anchor in the Road of Madras the said Ship Henry doth remain under Equestration in the above Cause from the said twenty third day of May last and doth remain into her manifest with the Cargo or other Contents thereof therein as appears by Affidavit of William Dickson and James Mayo two Commanders of Ships now in the Roads Madras and the Crew of the Ships and the Advantages to be derived from the further use of Ship for Freight at the Assistant Leaders of the Court Your Petitioner shew that since the Figure at aforesaid the said Ship Henry hath proceed from one Port and hath returned thereto and the Agency of Your Petitioners and Attorney Concerned or interested therein &c.

Wherefore do pray the Honors state in the said Affidavit Your Petitioner may this Honble Court that the said Ship Henry may be sold by Public Outcry and that the Proceeds remain in the Hands of the Accountant General of this Honble Court for the benefit of the Cause &c.

Solomon
Atty for Petr

Elliott Colt make oath the above named Affidavits Charlotte Colt and with that since the Figure of the said Ship Henry in the above Cause she hath hereto from the Date hereof and that Deponent an Account above the Ordinary Expences of the Vessel and Equipment Cargoes and Security two persons using the Price of an Anchor Ball of Five Hundred and Sixty four Cwt. Iron Cannon Twenty one Swivels and forty Pair Muskets the Price of a Cable and Anchor Equipment the Sum of Eight Hundred and Fifty three Pagodas Eleven Fanams and Sixty Cash —

Elliott Colt

Sworn in Court this
25th day of June 1789
before Thomas Taylor
Regr

Filed 23. June 1789.

# To the Honble the Mayors Court at Madraspatnam

Between Benjamin Mee and Thomas Cotton of Calcutta in Bengal Esquires by their Attornies William Balfour John Spalding and Oliver Colt of Fort Saint George Merchants and Copartners Complainants

and Patrick Mc. Intyre formerly of Bengal Merchant and since of Madras and now of Bombay or elsewhere Defendant

The Petition of the above Named Benjamin Mee and Thomas Cotton by their said Attornies William Balfour John Spalding and Oliver Colt

Sheweth

That Your Petitioners by their said Attornies did on the Sixteenth day of May in this present Year of Our Lord One Thousand Seven Hundred and Eighty Nine file a Bill of Complaint in this Honble Court against the above Named Patrick Mc. Intyre for the recovery of the Sum of Twenty Thousand four Hundred and fifty Seven Star Pagodas Nineteen fanams and Sixty Cash appearing due to Your Petitioners by the said Patrick Mc. Intyre and Adam Turnbull then a Partner with him and for securing the Payment whereof the said Adam Turnbull and Patrick Mc. Intyre did Mortgage and Assign over unto Your Petitioners the Ship Henry whereof George Galloway is Commander together with her Stores &c.

Your Petitioners further shew that on the Twenty third day of May last Your Petitioners by their said Attornies did Obtain a Writ of Sequestration from this Honble Court against the Goods Chattels and Effects of the said Patrick Mc. Intyre which said Writ being directed to the Sheriff of Fort Saint George Town of Madraspatnam and



and the Districts thereof to seize upon and sequester the Goods Chattels and Effects of the said Patrick Mc. Intyre the said Sheriff did by Virtue thereof seize upon the said Ship Henry then and now lying at Anchor in the Roads of Madras and that the said Ship Henry hath remained under Sequestration in the above Cause from the said Twenty third day of May last and still remains at her manifest risk, and the loss of the Owners or others Concerned therein as appears by an Affidavit of William Dickson and James Mayo Two Commanders of Vessels well versed in Seafaring Matters and the Risk of the Roads of Madras and the Advantages to be derived from the proper use of Shipping for Freight at the different Seasons of the Year which Affidavit hath been this day filed in this Honble Court. Your Petitioners shew that since the Seizure as aforesaid the said Ship Henry hath parted from one Cable and hath otherwise been damaged to the Injury of Your Petitioners and others Concerned or interested therein &c.

Wherefore and for the Reasons stated in the said Affidavit Your Petitioners pray this Honble Court that the said Ship Henry may be sold by Public Outcry and that the Proceeds remain in the Hands of the Accountant General of this Honble Court for the benefit of the Cause &c.

Popham
Atty. for Petrs

Oliver Colt one of the above Named Attornies Maketh Oath and saith that since the seizure of the said Ship Henry in the above Cause she hath parted from One Anchor and hath Incurred an Expence above her Ordinary Expences of Two Hundred and Eighty two Pagodes and Seventy two fanams being the Price of an Anchor, and of Five Hundred and Sixty four Pagodes Twenty one fanams and forty Cash being the Price of a Cable and makings together the Sum of Eight Hundred and Forty Seven Pagodes Eleven fanams and Forty Cash—

Oliver Colt

Sworn in Court this
23d. day of June 1789
James Taylor
Regr.

(833)

Filed 23d June 1789 /

# In the Honble the Mayors Court at Madraspatnam

Between Benjamin Mee and Thomas Cotton of Calcutta in Bengal Esquires by their Attornies William Balfour John Spalding and Oliver Colt of Fort Saint George Merchants and Copartners — Complainants, and Patrick Mc Intyre formerly of Bengal Merchant and since of Madras and now of Bombay or else where — Defendant

William Dickson Commander of the Ship Indus and James Mayo Commander of the Snow Maria both now at Anchor in the Roads of Madras severally make Oath and say that they are of opinion that the Ship Henry now lying at Anchor in the said Roads and whereof George Galloway is Commander and which these Deponents have been informed has been Seized by Virtue of a Writ of Sequestration in the above Cause cannot be anchored in the said Roads for four or five Months more without incurring more risk than if she was at Sea the said Ship being hourly in danger of other Ships driving on board of her, or she driving on board of other Ships exclusive of the Risk which there always is of driving on Shore —

These Deponents further say that from experience a Ship of the Size of the said Ship Henry incurs a Monthly expence of three thousand Rupees or thereabouts including the Appointments of the Commander, Officers and Ships Company and without including the Interest on the Value of the Ship — These Deponents also believe that was she to remain in the Roads for four or five Months more the said Ship will be much reduced in Price as Tonage is now much wanted at Madras and of course she will sell which will not be the Case in three or four Months more Because all the Cotton which is now at Madras will Probably be sent away before the expiration of

(836)

of that Period — These Deponents further say that it is Probable that in the Course of so many Months her Cables may be totally spoilt, her Anchors lost & her Bottom much Wormeaten and the Rigging much damaged — that under the Circumstances above stated these Deponents are of Opinion that the sooner the said Ship Henry is sold the better it will be for those concerned therein —

W. Dickson
Jas. Mayo.

Sworn in Madras
this 16th day of June 1789
Before Me
Wm Mabb
Mayor.

Bopham
Atty. for Compts.

Filed 27th June 1789 /

# In the Honble the Mayors Court at Madraspatnam

Between Benjamin Mee and Thomas Cotton by their Attornies William Balfour John Spalding and Oliver Colt — Complainants and Patrick Mc Intyre Defendant

The Affidavit of the said Oliver Colt and of Henry Dudley —

The above Named Oliver Colt Maketh Oath and saith that he received the two Annexed Letters Signed severally A. Turnbull and Turnbull & Macintyre in the one from the above Named Benjamin Mee and this Deponent doth always understood that the above Defendant Patrick Macintyre and Adam Turnbull are and have been Copartners in Trade and Henry Dudley one of the Attornies of this Honorable Court Maketh Oath and saith that he is acquainted with the hand Writing of Adam Turnbull and that the two Letters hereunto Annexed appear to the said Henry Dudley and he believes them to be the proper Hand Writing of the said Adam Turnbull —

Sworn in Court
this 24th day of June 1789
James Taylor
Regr.

Oliver Colt
H. Dudley

Bopham
Atty. for Compts.

837.

Benjamin Mee Esqr.

Dear Sir

I send You the Letter Your requested — could the Ship be cleared at Madras, I think her freight from thence to China would yield You about 50000 Rs. You would still hold Your Mortgage for the Balance — my Attornies at Madras are Messrs. Michell Amos and Cowden — I have wrote to them on the Subject, and I will be obliged to You to write to Your Attornies to have a meeting with them, and I have no doubt they will do the best for both parties — the sooner the Ship is sold or freighted, the better for my Creditors — I should suppose she will not sell even at Madras for less than 25000 S. Pagodas at Bombay she would go off for about 125,000 Rs —

Serampore 5th June 89.

Dear Sir
Your Obedt.
A. Turnbull

Benjamin Mee and
Thomas Cotton } Esqrs.
Gentlemen

There are no Mortgages on the Ship Henry belonging to us except the one granted to You in August last — Your Claim paid, the residue will fall to the Esqrs Griffiths and Gray, by virtue of a regular assignment made to them, and drawn up several Months ago by Mr. Davis at Calcutta —

We are
Gentlemen
Your Obedient Servants
Turnbull & Macintyre —
Serampore June 5th 89.

Filed 27th June 1789.

838.

To the Honble the Mayors Court at Madraspatnam

Humble Petition of George Gallaway Commander of the Ship Henry now lying in Madras Road

Sheweth

That the said Ship Henry hath been Seized by Virtue of two Warrants of Sequestration issued out of this Honble Court at the Suit of Allan Macpherson by his Attornies Peter Murray and others, by their Attornies Josiah DuPré Porcher and William Balfour, on a Suggestion that Patrick Macintyre and Adam Turnbull were indebted unto the said Allan Macpherson — And at the Suit of Benjamin Mee, and Thomas Cotton, by their Attornies William Balfour John Spalding and Oliver Colt on a Suggestion that the said Patrick Macintyre and Adam Turnbull were indebted unto them the said Benjamin Mee and Thomas Cotton —

And your Petitioner Sheweth that the said parties Complainant by their said Attornies have moved this Honble Court that the said Ship Henry may be sold alledging the Risk at which She now is in and will be before the Expiration of Six Months from the return of the said Sequestrations —

And your Petitioner Sheweth that the said Ship is largely indebted unto the Mariners of the said Ship for their Wages &c. To Wit unto your Petitioner and mates and Seamen Amounting to Two thousand and Twelve Pagodas which ought to be first paid before the said Ship can be Sold or from her produce if Sold —

Your Petitioner therefore humbly prays to Refer the premises to the Consideration of this Honble Court, and prays an Order that if the said Ship Henry shall be Sold that the aforesaid Amount may be paid from her produce previous to any other demand on the said Ship —

And your Petitioner as in duty Bound Shall Ever Pray

W. Digby
Atty. Petr.

Filed 27th June 1789

To the Honble the Mayor's Court at Madraspatnam

The Affidavit of George Gallaway of Madras Mariner

The Above Named George Gallaway Commander of the Ship Henry, now under the Seals of the Sheriff upon two Several Sequestrations issuing out of this Honble Court Maketh Oath and Saith, that the said Ship is indebted unto him and the other Officers and Mariners of the said Ship, for Pay and Wages up to the Thirteenth day of this present Month of June, in the Sum of Two Thousand and Twelve Pagodas According to the Exchange of 350 Rs. for 100. Pagodas as Appears by the Account thereof hereunto Annexed

George Gallaway

Madraspatnam
Sworn to in Court
this 27th June 1789

James Taylor
Regr.



Extract from the Minutes of a Court Held at the Town Hall on Saturday the 27th day of June Anno Domini 1789

Present

William Webb Esquire Mayor
James Call - Edward Gyerrow
George Savage - Josias Dédré Porcher
Andrew Ross - Robert Milford
James Landon and John Milford

Aldermen

Benjamin Mee and Thomas Cotton by their Attorneys William Balfour John Spalding and Oliver Colt -

vers.

Patrick McIntyre

Affidavit Read
Bill Read
Affidavit of Oliver Colt Read
Petition of the Complainants Read
Affidavits of William Dickson and James Mayo Read

Ordered that the Ship Henry which has been Seized by Virtue of a Warrant of Sequestration issued in this Cause be sold by the Sheriff and the Amount produce thereof be deposited in the Company's Cash in the Name of the Accountant General until the further Order of this Court

Petition of Captain George Gallaway Read and filed - Affidavit of Captain Gallaway Sworn to in Court Read and filed this day

Ordered with consent of Mr. Oliver Colt one of the Complainants Attorneys that the Sheriff do pay unto Captain George Gallaway out of the produce of the Ship Henry the Sum of Two Thousand and Twelve Pagodas being the Amount Sworn to be due to the said Captain George Gallaway the Officers and Mariners of

of the said Ship Henry and it is Ordered that the Sheriff do pay in the Remainder of the Produce of the Sale of the Ship Henry into the Company's Cash in the Name of the Accountant General subject to the further Order of this Court.

Filed 7th May 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Dewurjee Goolaum Hoossain Saib of Madras Inhabitant that Pakeer Mahomed of the same place Inhabitant already justly and truely Indebted unto Your Orator in the full and just Sum of Three Hundred and thirteen Pagodas Twenty two fanams and thirty three Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for Every Pagoda the Sum of One Hundred and twenty five Pounds Seven Shillings and Ten Pence or thereabouts as will more fully and at large Appear by Copies of a Mortgage Bond with a Covenant to sue for and recover the same in this Honble Court and an Account Current hereunto Annexed for the inspection of this Honble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint the Originals whereof are in Your Orators Possession and ready to be produced whenever this Honble Court shall be pleased to require — And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Pakeer Mahomed of the said Sum of Three Hundred and thirteen Pagodas twenty two fanams and thirty three Cash —

But now so it is May it Please this Honble Court the said Pakeer Mahomed Obstenately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore



therefore prays a General relief such as to this Honble Court shall appear Agreeable to equity and good Conscience To the End therefore that that the said Pakeer Mahomed 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 allledged as fully truly and effectually to all intents and purposes as if the same were herein again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of three Hundred and thirteen Pagodas twenty two fanams and thirty three Cash with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

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

Edwd Hall
Atty. for Compt.

this 7th day of May 1789

This Bill was shewn to me in the days of Adjournment let a Summons issue returnable Next Court Day. Wm Mackay
Mayor.

(Exhibit 3.)

# Translation of a Mortgage Bond Dated 23d. March of Shaban in the Year of the Hegira 1202 Answering to Anno Domini 3d. November 1787.

I Saker Mahomed Son of Ghulamnaur Calander of Nellore do give this Mortgage Bond to Mootah Mutta Quanoojee Sonaud Shroffe of Madras Merchant for Seventeen Hundred Star Pagodas of the same place that I do owe

On Consequence of my agreed Execution of this Mortgage Bond to the Worshipful Billy Hall of my place and Sonaud Shroffe Mootah Mutta in Either Language shall in Most Love - Month & Affection Sake Do Hereunto Add Out to Either Language Lakhy Lakhaya Shroffe Mootah Mutta Sonaud Shroffe Do Hereby Declare and Acknowledge that the Mortgage Bond of (illegible) Star Pagodas Dated and Written this Day of the Month of (illegible) and there Quantity after Specified is Correct Money of Others which I am Not Indebted for Specified in the 3d. Para or Clause of February 1788 and Not Settled Nor Discharged Nor Otherwise Any Thing Soever Do Hereby Declare and Acknowledge that I Shall Not Demand Any Thing Soever Hereafter Contrary to the Tenor of the Above Mentioned Mortgage Bond Dated this Day Nor Shall Any Other Person Do

Mayor's Court at Madraspatnam } { Tuesday the 30th day of June Anno Domini 1789

L:S.

Present

William Mabb Esquire Mayor

Josias Dupré Porcher and Andrew Ross

Aldermen

Between Dauvujee Goolaum Hoosein late of Madras Inhabitant Complainant and Pakeer Mahomed of the same place Inhabitant Defendant

Mayor's Court

It Appearing by the Records of this Court that a Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Hundred and Thirteen Pagodas Twenty two Fanams and thirty three Cash Pags. 313. 22. 33 / with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

By Court



Filed the 3. June 1789 /

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Shiyaulam of Madras Inhabitant that Audiyapautham of the same place Inhabitant stands justly and truely indebted unto Your Orator in the full and just Sum of Twenty Seven Pagodas Twenty One fanams and fifty Cash Current Money of Madras making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Ten Pounds Nineteen Shillings and Eight Pence or thereabouts as will more fully and at large appear by Copies of a Bond with Covenant to Sue for and recover the same in this Honble Court, and an Account Current hereunto Annexed for the Inspection of this Honble Court - and Your Orator begs Leave to refer and Prays the same may be taken as part of this his Bill of Complaint the Originals whereof are in Your Orator's Possession and ready to be produced when Required - And Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Audiyapautham of the said Sum of Twenty Seven Pagodas Twenty one fanams and fifty Cash

But now so it is May it please this Honble Court the said Audiyapautham Obstinately and willfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Generel Relief such as to this Honble Court shall Appear agreable to equity and good Conscience To the End therefore that the said Audiyapautham may upon his Corporal Oath full true direct and perfect Answer Make to all and singular the Matters and things herein before set forth and Alledged as fully truly and effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of Twenty Seven Pagodas Twenty

County of Fauquier } Before Each written Subscriber Personally came and appeared Thomas Marshall Gentleman and made Oath that he did see the within named Thomas Blackburn Esquire sign seal and as his Act and Deed deliver the within Deed of Bargain and Sale for the Uses and Purposes therein mentioned and that he the Deponent with Francis Peyton Gentleman did subscribe their Names as Witnesses thereto in the Presence of the said Thomas Blackburn Esquire

Sworn to in Court the 13th day of May 1793

Teste Thos Marshall

To the Honorable the Judges of the Court of Chancery

The Petition of Thomas Blackburn Esquire humbly sheweth that your Petitioner is seized in Fee Simple of a Tract of Land containing Two Thousand Acres lying in the County of Fauquier on the Waters of Cedar Run and Broad Run which he purchased of Thomas Marshall Gentleman and Mary his Wife by Deed bearing Date the 13th day of May 1793 and recorded in the Clerks Office of the County Court of Fauquier

That your Petitioner is desirous of having the Title to the said Land certified to him by the Court of Chancery for the District of Virginia

Your Petitioner therefore prays that the Deed aforesaid may be certified to the Court of Chancery for the District of Virginia

And your Petitioner will ever pray &c

Thomas Blackburn

Fauquier County to wit

I Thomas Marshall Clerk of the County Court of Fauquier do certify that the Deed from Thomas Marshall Gentleman and Mary his Wife to Thomas Blackburn Esquire for Two Thousand Acres of Land bearing Date the 13th day of May 1793 was proved by the Oath of Thomas Marshall Gentleman one of the Witnesses thereto and ordered to be recorded

Given under my Hand this 13th day of May 1793

Teste Thos Marshall

Fauquier County to wit

I Thomas Marshall Clerk of the County Court of Fauquier do certify that Francis Peyton Gentleman one of the Witnesses to a Deed from Thomas Marshall Gentleman and Mary his Wife to Thomas Blackburn Esquire for Two Thousand Acres of Land bearing Date the 13th day of May 1793 was proved by the Oath of the said Francis Peyton Gentleman and ordered to be recorded

Given under my Hand this 13th day of May 1793

Teste Thos Marshall

To the Honorable the Judges of the Court of Chancery

The Petition of Thomas Blackburn Esquire humbly sheweth that your Petitioner is seized in Fee Simple of a Tract of Land containing Two Thousand Acres lying in the County of Fauquier on the Waters of Cedar Run and Broad Run which he purchased of Thomas Marshall Gentleman and Mary his Wife by Deed bearing Date the 13th day of May 1793 and recorded in the Clerks Office of the County Court of Fauquier

That your Petitioner is desirous of having the Title to the said Land certified to him by the Court of Chancery for the District of Virginia

Your Petitioner therefore prays that the Deed aforesaid may be certified to the Court of Chancery for the District of Virginia

And your Petitioner will ever pray &c

Thomas Blackburn

Fauquier County to wit

I Thomas Marshall Clerk of the County Court of Fauquier do certify that the Deed from Thomas Marshall Gentleman and Mary his Wife to Thomas Blackburn Esquire for Two Thousand Acres of Land bearing Date the 13th day of May 1793 was proved by the Oath of Thomas Marshall Gentleman one of the Witnesses thereto in the Presence of the Court and ordered to be recorded

Given under my Hand this 13th day of May 1793

Teste Thos Marshall

Fauquier County to wit

I Thomas Marshall Clerk of the County Court of Fauquier do certify that Francis Peyton Gentleman one of the Witnesses to a Deed from Thomas Marshall Gentleman and Mary his Wife to Thomas Blackburn Esquire for Two Thousand Acres of Land bearing Date the 13th day of May 1793 was proved by the Oath of the said Francis Peyton Gentleman and ordered to be recorded

Given under my Hand this 13th day of May 1793

Teste Thos Marshall

Pag.

Exactly examined and settled with all such Articles as are mentioned in the Charge thereon, all Cost of Suit, Interest and Damages to the Plaintiff, this Decree shall be made absolute.

Thirdly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Eighteen Hundred and Seventy Six, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Fourthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Fifthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Eleven, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Sixthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Eighty Eight, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Seventhly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Eighthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Ninthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Tenthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Eleventhly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Twelfthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Thirteenthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Fourteenthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Fifteenthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Sixteenthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Seventeenthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Eighteenthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Nineteenthly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Twentiethly, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

Twenty first and last, It is ordered, that the Defendant do pay to the Plaintiff the Sum of Pagodas Two Hundred and Twenty Five, with Interest thereon at the Rate of Twelve per Cent per Annum, from the 25th Day of October 1788, to the Day of Payment thereof, and Costs of Suit, to be taxed by the Master, if not paid within Six Calendar Months from the Date of this Decree.

And it is further

819.

Filed 7th July 1789

In the Honble the Mayors Court at Madraspatnam

Between Shyaulam of Madras Inhabitant Complainant and Audeyapautham of the same place Inhabitant Defendant

The Affidavit of Shyaulam the abovenamed Complainant.

This Deponent Maketh Oath and Saith that the abovenamed Defendant Audeyapautham stands justly and truely indebted unto this Deponent in the full and just Sum of Twenty Seven Pagodas Twenty one fanams and fifty Cash Current Money of Madras as appears by the Copies of a Bond and an Account Current Annexed to this Deponents Bill of Complaint filed in the above Cause.—

Shyaulam

A True Translation as near as can be from the Malabar Language— Ranganadom Interpr.

Atty for Compt.

Sworn to before me this 7th July 1789.

Wm Webb Mayor.

820.

Mayors Court at Madraspatnam

Tuesday the 7th day July Anno Domini 1789

L. S.

Present

William Webb Esquire Mayor

Andrew Ross and James Landon

Aldermen

Mayors Court

Between Shyaulam of Madras Inhabitant Complainant and Audeyapautham of the same place Inhabitant Defendant

The Defendant being in Court and acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Twenty Seven Pagodas Twenty One fanams and Fifty Cash / Pagodas 27. 21. 50 / together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit.

Hon

(851.

Filed the 6th June 1789

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Pooryc Eroolappa Modelliar of Madras Inhabitant by his attorney Gunbom Narrapah Maicker of Madras Inhabitant that Ramasawmy of the same place Inhabitant Stands Indebted unto Your Orator in the full and Just Sum of Four Hundred and three Pagodas, Thirty Seven fanams and Twenty Eight Cash, Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and Sixty one Pounds Ten Shillings and Seven Pence or thereabouts as will more fully and at large appear by Copy of an Account Current and by Copy of the Translation of a Mortgage Bond given and granted unto Your Orator by the said Ramasawmy on the Twenty fifth day of January which was in the Year of our Lord One thousand Seven Hundred and Eighty Seven Conditioned to be paid on Demand with Interest at the rate of Twelve per Cent per Annum, and also by Copy of an Assignment thereunto Annexed for the Inspection of this Honble Court all which Your Orator prays may be Admitted as part of this his Bill of Complaint, the Originals whereof being in Your Orators Possession and Ready to be produced when Required - And Your Orator Sheweth that it is further covenanted and Agreed by the said Ramasawmy that in Case the said Sum of Money should not be discharged According to the term therein Specified and agreed for the payment thereof that Your Orator shall in such default be at full Liberty to sue for the same in this Honble Court by which said Agreement and Bond of the said Ramasawmy Your Orator is at full Liberty to Commence and Action and Sue for the Payment of the aforesaid Debt in this Honble Court according to the meaning Spirit and Construction of his late Majestys Charter now in Force respecting the prosecution of Suits Between the Natives of Madras in this Honble Court, And Whereas Your Orator hath frequently and in an Amicable manner

(852.

requested payment of the said Sum of Four Hundred and three Pagodas, Thirty Seven fanams and Twenty Eight Cash from the said Ramasawmy

But now so it is May it Please this Honble Court the said Ramasawmy 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 agreable to Equity and good Conscience To the End therefore that the said Ramasawmy may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and alledged as fully truely and Effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four Hundred and three Pagodas, Thirty Seven fanams and Twenty Eight Cash together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

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

W. Dibdin
Atty. Compt.

Fort Saint George
6th June 1789

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

Wm. Webb
Mayor

# Dr. Ramasawmy in Account Current with Poovay Erroolappa Modelliar &c.

| | | | | | |
|---|---|---|---|---|---|
| 1787 January | 25th | To the Amount of your Mortgage Bond to me of this Date | 315 | — | — |
| 1789 May | 31st | To Interest on Do. from the 25th January 1787 to this day is 2 yrs. 4 m. 8 d. @ 12 ℔ Cent ℔ Annum | 88 | 37 | 22 |
| | | | Pagodas 403 | 37 | 22 |

By Balance due .... 403 37 22

Pagodas 403 37 22

Madras 31st May 1789

Errors Excepted

A true Copy
W. Dudley
Atty: Compt.

# Translation of a Mortgage Bond dated 15th Thye of Parawbava Year Answering to Anno Domini 1787

I Ramasawmy Son of Tiroonemyore Boppraza Modelliar of Madras do give this Mortgage Bond to Poovay Erroolappa Modelliar 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 (315) Three Hundred and fifteen Star Pagodas Current Money of Madras on the mortgage of the Absolute Bill of Sale of my House situated at Vidonaigs pettah near to Maanchistranath Naicks Bazar East to Tambyapah Modelliars house and between Rungenaike Chitty House which sum I do hereby engage to repay you on demand with all such Interest as shall or may become due thereon at the rate of 12 ℔ Cent ℔ Annum In default of which you are hereby empowered to recovery it by prosecuting me in the Court or Court of Transfer. Thus I have given you this mortgage Bond with my free will and Consent Witness

Nullaveerappa



Nullaveerappa Chitty and Canneeada Veeraraghava Chitty by their Knowledge this mortgage Bond was drawn by Audimore Moothe Chitty

Witnesses Signed
Nullaveerappen
Canaoo Veeraraghen

Signed Ramasawmy

A true Translation as near as can be from the Malabar Language Rangrajadoss Interpr.

A true Copy
W. Dudley
Atty: Compt.

To all People to whom these Presents shall come Greeting Whereas Ramasawmy of Madras Inhabitant in and by one Mortgage Bond bearing Date the Twenty fifth day of January which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Seven did become bound unto Poovay Erroolappa Modelliar of the same place Inhabitant in the Sum of Three Hundred and Fifteen Pagodas Current Money of Madras Conditioned to be paid on demand with Interest at the Rate of Twelve per Cent per Annum as by the said Mortgage Bond and Condition thereof may appear Now Knowye that the said Poovay Erroolapa Modelliar for the like Sum of Three Hundred and Fifteen Pagodas to him in hand Paid by Gundum Narrapah Naicker of the same Place Inhabitant at or before the Sealing delivery of these Presents the receipt whereof he the said Poovay Erroolappa Modelliar doth hereby Acknowledge he the said Poovay Erroolapa Modelliar hath Assigned and Sett over and by these Presents doth Assign and Sett over unto the said Gundum Narrapah Naicker the said recited Mortgage Bond and the Money or Amount Principal Interest thereupon due and Owing and which may become due thereon and all his Right and Interest of in and to the same and every part thereof and the said Poovay Erroolapah Modelliar for the Consideration aforesaid hath made Constituted and appointed and by these Presents doth make Constitute and

and appoint the said Gundoon Narrapah Naicker his Executors & Administrators his true and Lawfull Attorney and Attorneys Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the sole and proper use and benefit of the said Gundoon Narrapah Naicker his Executors Administrators to ask Require Demand and Receive of the said Ramasawmy his Heirs Executors and Administrators the Money due and to become due on the said Mortgage Bond and on non payment thereof he the said Gundoon Narrapah Naicker his Heirs Executors and Administrators to Sue for and Recover the Same and on Payment thereof to deliver up the said Mortgage Bond to Cancell and give sufficient Releases and discharges therefore and one or more Attorney or Attorneys under him to Constitute and whatsoever the said Gundoon Narrapah Naicker or his Attorney or Attorneys under him shall Lawfully do in the Premises the said Pooyye Erodapah Moodelliar with hereby allow and affirm and the said Pooyye Erodapa Moodeliar doth Covenant with the said Gundoon Narrapah Naicker that he hath not received nor will receive the said Money due or to become due on the said Mortgage Bond or any part thereof neither shall or will release or discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for the Recovery thereof he the said Gundoon Narrapah saving the said Pooyye Erodapah Moodeliar harmless of and from any Cost that may happen to him thereby In Witness whereof he the said Pooyye Erodapah Moodeliar hath hereunto set his hand and Seal in Madras this Tenth Day of May One thousand Seven Hundred and Eighty Seven

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

L.S.

A true Copy

W^m Dubois

Actg. Compt.t



Mayor's Court at Madraspatnam } Tuesday the 7th day of July Anno Domini 1789

L. S.

Mayor's Court

Present

William Webb Esquire Mayor

Andrew Ross and James Landon

Aldermen

Between Pooyye Erodapah Moodeliar of Madras Inhabitant by his Attorney Gundoon Narrapah Naicker of the same place Inhabitant Complainant and Ramasawmy 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 Three Pagodas Thirty Seven Fanams and Twenty Eight Cash (Pags. 403. 37. 28) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Wm

857.

Filed 4th July 1789

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Caunchepoorum Manoauroo Moodelly of Madras & Inhabitant that Coapy Chitty Sawmy of Triplicane Inhabitant Stands justly and truely indebted unto Your Orator in the full and just Sum of Two & Hundred Star Pagodas Current Money of Madras Making in Sterling & Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eighty Pounds as will more fully and at large appear by the Copy of a Mortgage Bond or Obligation hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble & Court that he hath frequently and in an Amicable manner requested payment from the said Coapy Chitty Sawmy of the said Sum of Two Hundred Star & Pagodas &

But now so it is May it please this Honble Court the said & Coapy Chitty Sawmy 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 Genaral Relief such as to this Honble Court shall appear & agreable to Equity and good Conscience & to the End therefore that the said & Coapy Chitty Sawmy may upon his Corporal Oath full true direct and & perfect Answer make to all and Singular the Matters and things herein before & set forth and alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred Star Pagodas with all such Interest as now is or shall hereafter & become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Coapy Chitty Sawmy to be Summoned and Required by the Sheriff of Fort Saint & Town

858.

Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Chas. Ingles
Atty. for the Compt.

Fort Saint George 4th July 1789.
This Bill was shewn to me in the
Days of adjournment Let a Summons
issue returnable Next Court Day
Wm Webb
Mayor.

Translation of a Mortgage Bond Dated 2. Chittry of Plavanga Year Answering to & Anno Domini 12th April 1787.

I Coapy Chitty Sawmy Inhabitant of Triplicane do give this Mortgage Bond to Caunchepoorum Manoauroo Moodelly of Madras that is to say

In Consequence of my Urgent Occasion I have this day Mortgaged to you the Bill of Sale of my house situated at Triplicane in Mannoor Cundapa Chitty & street South to Sattamanjie Rauzapa Moodelliar house and South to Causamangalam Vencatapatys house and Borrowed and Received of You the Sum of (200) Two & Hundred Star Pagodas Current Money of Madras which Sum I do hereby & engage to repay You on or before the 30th Chittry of Rudaca Year or 10th 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 me in the Mayors Court and recover the Principle and Interest of the Bond by & selling the Premises thus I have given You this Bond with my free will and Consent Witness's Comodore Vencatasawmy Naicker and Vanjeepauckum & Valyooda Moodelliar by their Knowledge this Mortgage Bond was Drawn by Vathyar Nerrabadran—

Witness's Signed
Comodore Vencatasawmy
Valayoodan

Marked Coapy Chitty Sawmy
A true translation as near as can be from the
Malabar Language— Rangenadom
Interpr.

A true Copy
Chas. Ingles
Atty. for the Compt.

859.

Mayor's Court at Madraspatnam

Tuesday the 7th day of July Anno Domini 1789

Present

William Webb Esquire Mayor
Andrew Ross and James Landon
Aldermen

L:S:

Mayor's Court

Between Caunchepooram Maunnaroo Moodely of Madras Inhabitant Compt.
and Coopy Chitty Sawney of Triplicane 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 do shall pay unto the Complainant the full and Just Sum of Two Hundred Pagodas / Pagodas 200 / 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

Hour

860.

ed the 3. June 1789.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Daniel Rice of Fort Saint George Merchant, that William Brumage of the same place Merchant stands justly and truely indebted unto Your Orator in the full and Just Sum of Two Thousand Two Hundred and Fifty two Pagodas five 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 Nine Hundred Pounds and Seventeen Shillings or thereabouts as will more fully and at large appear by the Copies of a Bond or Obligation and an Account Current hereunto Annexed for the inspection of this Honble Court, and which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint the Originals being in Your Orator's Possession and ready to be produced to this Honble Court whenever he shall be thereunto Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said William Brumage of the said Sum of Two Thousand Two Hundred and Fifty two Pagodas five fanams and Sixty Cash —

But now so it is May it please this Honble Court that the said William Brumage 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 Agreable to Equity and good Conscience To the End therefore that the said William Brumage may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and alledged as fully truely and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly Interrogated, and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Thousand two Hundred and Fifty two Pagodas five fanams and Sixty Cash together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to cause the said William

Brumage

Brumage to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

This Bill was Shewn to me between the Days of Adjournment Let a Summons issue Returnable next Court Day this 8th day of June 1789

W. Wilde
Mayor.

P. Walker
Atty. for Compts.

Know all Men by these Presents that I William Brumage of Madras Merchant and Inhabitant am held and firmly bound unto Daniel Reid also of Madras Inhabitant in the Penal Sum of three thousand eight Hundred and Six Pagodas and twenty fanams Current Money of Madras to the Payment whereof well and truely to be made to the said Daniel Reid his Heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Fort Saint George this Fifteenth day of November in the Year One thousand Seven Hundred and Eighty Seven

Whereas the above bound William Brumage has borrowed and received of the above Named Daniel Reid the full and just Sum of One thousand Nine Hundred and three Pagodas and ten fanams Current Money of Madras to run at Interest at the rate of Twelve p Cent p Annum from the day of the date hereof and payable at the expiration of three Months from the same date

Now the Condition of this Obligation is such that if the above bound William Brumage his heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto him the said Daniel Reid his heirs Executors Administrators or Assigns the full and just Sum of One thousand Nine Hundred and three Pagodas and ten fanams Current Money of Madras at



at three Months after date 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

William Brumage (L.S.)

Signed Sealed and Delivered where no Stamps paper is to be had in the Presence of
Thomas Thomas
John Maclean

A true Copy
P. Walker
Atty. for Compts

Dr. William Brumage in Account Current with Daniel Reid & Co. Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1787 Nov. | 15 | To Amount of your Bond or Obligation of this Date for | 1903 | 12 | 1787 May | 25 | By Balance due |
| 1789 May | 25 | To Interest on Do to this Day being 1 year 6 Months and 10 Days @ 12 p Cent p Annum | 348 | 10 | | | |
| | | | 2252 | 5 | | | |

Pagodas

Fort St. George 25th May 1789

Errors Excepted

Daniel Reid
P. Walker
Atty. for Compts

(863.)

Mayor's Court
at Madraspatnam

Tuesday the 11th day of July
Anno Domini 1789

(L. S.)

Present
William Webb Esquire Mayor
Andrew Ross Robert Milford
John Milford and Aldermen

Between Daniel Reid of Fort Saint George Merchant Complainant and William Brumage of the same place Inhabitant Defendant

Mayor's Court

It Appearing by the Records of this Court that the usual Subs have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Thousand two Hundred and Fifty two Pagodas, Five fanams and Sixty Cash - Pag.s 2252. 5. 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.

By Cur

(864.)

Filed 25th July 1789.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Maambalum Rama Naick of Madras Inhabitant that Cyanoor Sawmy Moodelly of the same place Inhabitant Stands Indebted unto Your Orator in the full and just Sum of Eight Hundred and Ninety two 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 Three Hundred and Fifty Six Pounds Eighteen Shillings and Two Pence or thereabouts as will more fully and at large appear by Copy of an Account Current and also by Copy of a Mortgage Bond hereunto Annexed and prayed to be Admitted as part of this his Bill of Complaint the Originals whereof being in Your Orators Possession and ready to be produced when required given and granted unto Your Orator by the said Cyanoor Sawmy Moodelly bearing date the Seventh day of August which was in the Year of our Lord One Thousand Seven Hundred and Eighty Eight payable on or before the Seventh day of February then next with Interest at the Rate of Twelve per Cent per Annum and Your Orator Sheweth it is further Covenanted and Agreed by the said Cyanoor Sawmy Moodelly that in Case the said Sum of Money should not be discharged according to the term 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 which said Agreement and Covenant of the said Cyanoor Sawmy Moodelly Your Orator is at full liberty to Commence an Action and Sue for the Payment of his aforesaid Debt in this Honble Court according to the meaning Spirit and Construction of his late Majesty's Charter now in force respecting the prosecution of Suits between the Natives of Madras in the Honble the Mayors Court, And Whereas Your Orator hath frequently and in an Amicable manner Requested payment of the said Sum of Eight Hundred and Ninety two Pagodas and Twelve fanams from the said Cyanoor Sawmy Moodelly

But now so it is May it please this Honble Court the said Cyanoor Sawmy Moodelly Obstinately and wilfully refuses to pay the same or to give Your Orator

Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Generall Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience & to the End therefore that the said Pyanoor Sawmy Moodilly may upon his Corporal Oath full true direct and positive Answer make to all and Singular the Matters and things herein before Setforth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were Recapitulated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Eight Hundred and Ninety two Pagodas and Twelve 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 Pyanoor Sawmy Moodilly to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

M.r Dibdin
Atty. Compt.t

Fort St. George 25.th July 1789.

This Bill was shewn to me between the days of adjournment Let a Summons issue Returnable Next Court Day
Wm. Webb
mayor.

Pyanoor Sawmy Moodilly in Account Current with Mambalum Ranna. Naick &c.

| 1788 | | | | | 1789 | | | |
|---|---|---|---|---|---|---|---|---|
| Augt. | 1st | To the Amount of your Mortgage Bond to me of this date | 800. | " " | July | 23 | By Balance | 892. 12. " |
| 1789 July | 23 | To Interest on the above from the above mentioned date to this day is 11 mo. 16. d 12. p.r Cent p.r Annum | 92. | 12. " | | | | |
| | | | 892. | 12. " | | | | 892. 12. " |

Pagodas 892. 12.

M.r Dibdin
Atty for Compt.t

Fort Saint George
23.d July 1789

Pagodas 892. 12. "



Knowall Men by these Presents that I Pyanoor Sawmy of Madras Inhabitant am held and firmly bound unto Mambalum Ramanaick of the same place Inhabitant in the Penal Sum of Sixteen Hundred Star Pagodas to the Payment whereof well and truely to be Made to the said Mambalum Ramanaick his Heirs Executors Administrators or Assigns I do hereby bind my self my Heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto set my Hand and Seal in Fort Saint George this Seventh Day of August One Thousand Seven Hundred and Eighty Eight

Whereas the above bound Pyanoor Sawmy hath Borrowed and Received of the Above Named Mambalum Ramanaick the full and Just Sum of Eight Hundred Star Pagodas to run at Interest at the rate of Twelve p.r Cent p.r Annum payable in Seventh February next from the date hereof and for Security the Payment thereof I have hereby Mortgage a Bill of Sale of my House executed in my Grand fathers name and also my adoption Bond to him and in default of payment at the expiration of Six Month I do hereby give and Grant unto the said Mambalum Ramanaick full Power and Authority to Sue in Honble Mayors Court to sell or dispose of the said House and of the disposal of the said House if they should sell for less Sum than the Amount of the Principal and Interest of my Bond to him that I will pay him the difference and incase if they said premises should sell for more he is to pay me the difference

Now the Condition of this Obligation is such that if the above bound Pyanoor Sawmy his Heirs Executors Administrators or Assigns the full and Just Sum of Eight 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 Stamp'd Paper is to be had in the presence of

Pyanoor Sawmy (L.S.)

A true Copy
M.r Dibdin
Atty Compt.t

867.

Mayor's Court at Madraspatnaam } { Tuesday the 28th day of July Anno Domini 1789.

L. S.

Present

William Webb Esquire Mayor
Josias Du Pre Porcher and Andrew Ross
Aldermen

Mayor's Court

Between Mambalum Rama Naick of Madras Inhabitant Complainant
and Pyanoor Sawmy Moodelly 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 Eight Hundred and Ninety Two Pagodas and Twelve Fanams (Pagodas 892. 12.) together with all such Interest as now is or shall hereafter become due thereon untile full Payment is made also all Costs of this Suit

By Court

868.

Filed 3d January 1788

To the Honble the Mayors Court at Madraspatnaam

Humbly Complaineing Sheweth unto this Honble Court Your Orator Henry Lindsay of Madras Merchant that Appoo of Madras Dubash Stands Justly and truely Indebted unto Your Orator in the full and Just Sum of Four Hundred and Eighty Five Porto Novo Pagodas Twenty Two fanams and Sixteen Cash Being Equal in Star Pagodas to the Sum of Four Hundred and Twenty three Pagodas, And Two fanams and Twenty Cash Current Money of Madras And Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and Sixty Nine Pounds four Shillings and four Pence or thereabouts as will More fully and at Large appear by the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court And which Your Orator Prays may be admitted as part of this Your Orator's Bill of Complaint the Original thereof is in Your Orator's Custody and ready to be produced to this Honble Court, when he shall be thereunto required, And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Appoo of the said Sum of Money

But now so it is May it Please this Honble Court that the said Appoo 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 Genteral relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Appoo may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truly and Effectually to all intents and Purposes as if the same were here again repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four Hundred and Eighty five

Porto

Pons Mavo Pagodas Twenty two fanams and Sixteen Cash together with all such Interest as now is or shall hereafter become due thereon And also all Costs of this Suit

Mayst please this Honble Court to Cause the said Appoo to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Fort Saint George January 1788.

P. Walker
Atty. for Compt.

This Bill was Sworn to one before the Days of Adjournment and the Complainant having Sworn to the Justness of his Demand and also that the Defendant is about to Depart from Madras Ltd a Summons Returnable immediately and a Warrant of Arrest Issue thereon

Edwd Jno Holland
Mayor

Appoo Dubash ..... Dr.

Contra ..... Cr.

| 1787 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| July | 11th | To Balance of Attested Account | 259. | 22. | 16 | Dec. 24 | By Sundry Charges Allowed &c from 11th July to this date | 46. | | |
| | | To Sundrys &c Acknowledgment | 259. | 22. | | | | | | |
| | 20 | To 21 Doz. of Brandy 6 Pagodas | | | | | | | | |
| | | &c Doz ditt from Condichery to Tanjore & other Sorts | 63. | | | | By Cash Received | 50. | | |
| | | P. N. Pags. | 581. | 22. | 16 | | Balance | 485. | 22. | 16 |
| | | P. N. P. F. C. | | | | | P. N. Pags. | 581. | 22. | 16 |
| | | 435. 22. 16. at 114¾ | | | | | | | | |
| | | Star Pags is Star Pagodas | 423. | 2. | 20 | | | | | |

Henry Lindsay

Madras 24th Dec. 1787.
E. E. Henry Lindsay

A true Copy
P. Walker
Atty for Compt.



Filed 3. July 1788

# In the Honble the Mayor's Court at Madraspatnam

Between Henry Lindsay of Madras Merchant Complainant and Appoo of the same place Dubash Defendant.

The Affidavit of Henry Lindsay the above Named Complainant

This Deponent Maketh Oath and Saith that the above Named Defendant Appoo Stands Justly and truely indebted unto this Deponent in the full and Just Sum of Four Hundred and Twenty three Star Pagodas two fanams and Twenty Cash Current Money of Madras and this Deponent further Saith that the said Defendant is about to Depart from Madras

Henry Lindsay

Sworn to before me at Fort Saint George 3. January 1788
Edwd Jno Holland
Mayor

P. Walker
Atty. for Compt.

Filed the 24th March 1788.

# The Answer of Appoo Dubash of Madras Defendant to the Bill of Complaint of Henry Lindsay of the same Place Complainant

This Defendant Now and at all Times hereafter saving and reserving unto himself all and all Manner of Benefit and advantage of Exception which May hereafter be had or taken to the many Errors Uncertainties Insufficiencies and manifest Imperfections in the said Bill of Complaint contained for answer thereunto or unto so much thereof as he this Defendant is advised is material or necessary for him to make Answer unto he this Defendant answereth and saith that he absolutely denieth to stand indebted the said Complainant in the Sum of four Hundred and Twenty three Star Pagodas two fanams and Twenty Cash &c as

as is unjustly and erroneously set forth and Stated in the said Complainants Bill of Complaint and in the Copy of an Account Current hereunto Annexed, and this Defendant saith that the said Action is very improperly commenced and informally founded, that at the Time Mr. Maxwell proceeded to Tanjore Mr. Lindsey ordered this Defendant to Accompany him to the said Place, with some Goods in Order to sell or retail the same at that Place, engaging at the same Time to allow this Deponent a Monthly Pay of five Pagodas— This Defendant having accordingly gone to Tanjore and continued to dispose of the said Goods there some time, the said Complainant came to Tanjore and received from this Defendant the Amount Sale of the Part of the Goods which had been Sold to that Period, and also received some of the Bills for the outstanding Balance, and then directed this Defendant to keep in his Charge or Custody the Residue of the Bills and to continue to dispose the said Goods agreeable to the Price or Valuation regulated and fixed by him the said Complainant which this Defendant absolutely refused to do, alledging that he wanted to goto Madras desiring him the said Complainant at the same Time to take Charge of the remainder of the Goods and the Bills whereupon the said Complainant was much enraged and Situated this Defendant, and then made out an Account in English, and ordered this Defendant to Sign the same which this Defendant positively refused to do alledging and pleading, that he was ignorant of the Contents or Substance of the said Account, since he this Defendant could neither read nor write, whereupon he the said Complainant beat this Defendant very severely, and by force and Compulsion Extorted his Signature to the said Account and returned to Madras without either taking Charge of the Goods or Bills aforementioned, that sometime after the said Complainant wrote a Letter to this Defendant ordering him to collect the outstanding Ballance and remit the same to him as soon as possible In Consequence of which Order this Defendant delivered the abovementioned Goods to the Charge and Custody of the Complainants Person Named Cooty as well as the Residue of the Bill and Come to Madras and Paid into the Hands of the said Complainant at Goal the Collection of the Arrears which this Defendant had brought alone with him



to Madras and also Intimated to him the said Complainant the Circumstances of the Delivery of the Goods and Bills to the said Cooty as above related and also showed him the said Complainant the Account Regarding the said Goods the Copy of the said Account is hereunto Annexed for the Inspection of this Honble Court, the original whereof being in the Hands of this Defendant and ready to be produced whensoever it shall be required of him, this Defendant prays it may be admitted as part of this his Answer— This Defendant further begs leave to Shew unto this Honble Court that he the said Complainant assured this Defendant to procure him the said Complainant a Loan of One Hundred Star Pagodas to enable him to procure his Enlargement or Release from the Prison, but this Defendant pleading his Incapability, he beat and ill treated this Defendant in a Most Cruel and barbarous Manner untill he this Defendant was almost Choaked and fainted, which was on the Twenty Sixth Day of December, in the Year of our Lord One Thousand Seven Hundred and Eighty seven and kept this Complainant in the Prison till Seven o Clock in the Evening, and then Sent this Defendant to the Custody of the Cutwall where he confined this Defendant till Ten o Clock without permitting this Defendant to receive any Manner of Sustenance when the said Complainant came to the Cutwalls Choultry accompanied with his Wife and the Jailor and threatned to punish this Defendant Severally in Case he the said Defendant did not comply with his Requisition to procure him a Loan of One Hundred Pagodas, to which this Defendant answered and said that it was out of his Power to procure him the said Complainant the said Sum of One Hundred Pagodas whereupon he the said Complainant was much enraged and Caused the Defendant to be put in Irons or Fetters, that the Next Day the Serjeant of the Cutwall Choultry released this Defendant, all which Matters this Defendant hath represented to Mr. Chase, whereupon, the said Complainant in order to gratify the unjust Resentment and Animosity which he conceived against this Defendant prosecuted him in the Honble the Mayors Court on the false and erroneous Account to which the said Complainant had extorted this Defendants Signature at Tanjore as herein before Stated this Defendant further saith that he the said Complainant hath promised and engaged to take in his Charge and

and Custody the Remainders of the Goods in the Godown at Tanjore and the Bills of the Outstanding Balances and this Defendant can produce sufficient and &c credictable Witnesses to Testify the Truth of these his Assertions, This Defendant &c humbly Conceives that he is not bound by the Laws and Customs invariably &c observed and practised to be responsible to the Complainant for the Amount of the Bills and the Value of the Goods in the Godown at Tanjore, being a Servant of the Complainant at the Monthly Pay of five Pagodas &c

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

A true Translation as near as can be from the Malabar Language—
Ranganadem
Interpr.

P. Spencer
Atty. Defend.

The Particulars of Liquors and Stats received from Mr. Lindsay at the 24th December 1786.

1. 87. Dozen 9 Bottles of Porter
65. Do. & 3. of Ale Beer
153.

7. & 4 Bottles of Porter Damaged and cracked on exporting & Importing the Vessels and Bandies
10 Dozen of Ale Beer ... Do ... Do.
6 & 2 Bottles of Porter damaged and cracked in the Godown from the 13th January to 22. March 1787.
4 & 3 Bottles of Ale Beer Damaged and cracked in the Do ... Do.
10 Bottles of Do. used to Mr. Lindsays.
1 Dozen of Ale Beer sent to Mr. Noble as per Your Order

Remaining in the Godowns.

14 & 3 Bottles of Porter
49 & 2 Do of Ale Beer

Stats Received



9 Black Cocked Hats
24. White rounds ... Do
6. & Child ... Do
1 White Hat given to Mr. Noble as per Your Order
1 Do ... Do sent to Trichinopoly as per Your Order
34. Hats remains—

2. 1787 Sept. 12. 104. Dozen of Porter being with eight Chattes.
11. Do. & 6. Bottles of Porter damaged and cracked in exporting and importing in the Vessels and Bandies—
5. Do. & 3. Bottles of Porter damaged and cracked in Godown from the 12th April to 24. December 1787—
2. Dozen of Porter used to Mr. Lindsay for his own
1 Do. & 6 Bottles of Porter sent to Trichinopoly on his Order
2 Do. of Porter sent to Mr. Roger.

Remaining in the Godown

July 23. 81. Do. & 9. Bottles of Porter
21. Dozen of Brandy Containing in One Cask

Remaining in the Godown at present

20 Do. & 9. Bottles of Porter
16 Hats

Signed Lazywan Swyge

A true Copy
P. Spencer
Atty. Defend.

Mr. Lindsay in Account Current with Appoo Dubash

Dr.

| | | | | Pags | F. | C. |
|---|---|---|---|---|---|---|
| Jan. 18 | To Cash paid Mr. Noble as per Mr. Receipt | | | 40. | " | " |
| July 17 | To 5 Pieces Allr. Lindsay Co. 8 Pr. Rep. 8/8 Ass. Cap.s | | | | | |
| | To 5 Pieces Mr. Lindsay in favour of Mr. C. Hunter Esq. | | | 3. | 13. | |
| | To 5 Pieces Mr. Do in favour of Mr. Mackenzie Do | | | 11. | 16. | " |
| | To 5 Pieces for Sundry Charges from 1st January to 30th December 1787 | | | 7. | " | " |
| | | | | 243. | 16. | 20 |
| | To 5 Pieces Mr. Lindsay own Expence | | | 16. | 17. | 6. |
| | To 5 Pieces the Difference of the Sicca Rupee | | | | | |
| | Charged on Capt.n Bird for Mr. Hastie's | | | 6. | 21. | " |
| | To 5 Pieces to Mr. Lindsay 44. Star Pagodas and 6 P.N. Rup.s | | | 56. | 3. | " |
| | | | | 323. | 10. | 3 |
| | To Ditto due by Gentlemen and Dubashes | | | 173. | 3. | 7. |
| | | | Pagodas | 647. | 1. | 20 |

Madras 1st March 1788
E. Excepted
(Signed)

A true Copy
P. Spencer
Atty. Defendt



## Particulars of the outstanding Debts.

| | | | |
|---|---|---|---|
| A Bill upon Mr. Sutherland | Pags | 22. | 10. 13. |
| Do. Lieut. Davidson | | 17. | " " |
| Do. Doctor Veich | | 12. | " " |
| Do. Lieut. Mecnies | | 30. | " " |
| Do. Capt.n Renjee | | 2. | 10. 13. |
| Do. Lieut. Macally | | 7. | 11. " |
| Do. Mr. Macally | | 9. | 5. " |
| Do. Adjutant Rodger | | 1. | 11. " |
| Do. Doctor Stood | | 1. | " " " |
| Do. Lieut. Butler | | 3. | 16. 13. |
| Do. Ensign Moody | | 14. | 5. 13. |
| Do. Captain Frazer | | 3. | 5. 13. |
| Do. Serjeant Williamson | | 1. | 10. 13. |
| Do. Do. Manaches | | 1. | 10. 13. |
| | | 127. | 12. 13. |

## Dubashes

| | | | |
|---|---|---|---|
| A Bill upon Dubash to Captain Campbell | | 5. | 17. 3. |
| Do. Shopkeeper | | 15. | 12. " |
| Do. Do. Sammy Moodelly | | 10. | " " |
| Do. Baker Gadanon Marroy Pillah | | 14. | 3. 17. |
| Pagodas | | 173. | 3. 7. |

(Signed)

A true Copy
P. Spencer
Atty. Defendt

879.

Filed the 8th July 1788.

# The Amended Replication of Henry Lindsay of Madras Complainant to the Answer of Appoo Dubash of the same place Defendant.

This Repliant Now and at all times hereafter saving and reserving to himself all Manner of benefit and Advantage of Exception to the Many Errors uncertainties insufficiencies and imperfections in the said Answer Contained for Replication thereunto or unto so much thereof as he this Repliant is advised is material for him to Reply unto this Repliant saith that all and singular the Matters and things therein contained are true Certain and Sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby set forth and alleged and that the Answer of the said Defendant is every wherein Evasive and insufficient in the Law and this Repliant further saith that he doth averr and will in due time fully prove that the said Defendant is justly and truly indebted unto him this Repliant in the full and just Sum of four Hundred and Twenty three Pagodas, two fanams and Twenty Cash as is set forth in the said Bill of Complaint, and the Exhibit thereto Annexed and this Repliant for further Replication says and insists that the two Accounts to which the said Defendant refers and says that his Signature was obtained by force were fully and Voluntarily signed by the said Defendant every particular thereof having been first fully explained to him in the Presence of Mr. Sutherland a Surgeon in the Honble Companys Service who has subscribed his Name thereto as by the Copys thereof hereunto Annexed for the inspection of this Honble Court and which Your Orator prays may be taken as part of this Your Orators Replication, the Originals being in his Possession and ready to be produced if required may more fully and at Large appear — And this Repliant absolutely denies that the Defendant ever expressed any Reluctance to sign the said Accounts or any wish to Return to Madras, and to take every precaution previous to the said Defendant signing the same this Repliant says that the two Accounts so signed by the Defendant as aforesaid were made

880.

out by the said Defendant in his Native Language and from thence translated into English so that it was impossible for the Defendant not to be fully acquainted with the particulars of both the papers to which he has Subscribed his Signature — And this Repliant for further Replication says and insists that the Accounts Annexed to the Defendants Answer being without Date and evidently referring to Periods anticedent to the Settlement made between the said Defendant, this Repliant need not make any other or further Answer thereto than that all Reckonings between them were finally Adjusted at the Date of the said Account being the Eleventh Day of July One Thousand Seven Hundred and Eighty Seven and the Defendant did then Acknowledge that he owed to this Repliant the Sum of Two Hundred and fifty Nine Porto Novo Pagodas and Sixteen Cash and that he had received Sundry Articles of Merchandize to the Amount of Two Hundred and fifty Nine Porto Novo Pagodas and twenty two fanams for which he promised to be Answerable, and this Defendant Acknowledges that he had in his Possession on the Twenty eighth day of the said Month of July, Twenty one Dozen of Brandy which agrees with the third Item in this Repliant Account and Make the whole of the Debts of this Repliants Account amount to five Hundred and Eighty one Porto Novo Pagodas Twenty two fanams and Sixteen Cash from which this Repliant has received only fifty Porto Novo Pagodas in Cash and has had Forty Six Porto Novo Pagodas Accounted for to him otherwise and no more as by the Account Annexed to the Repliants Bill of Complaint will more fully appear and therefore the Defendant is Justly and truely indebted to this Repliant in the Sum of four Hundred and Eighty five Porto Novo Pagodas twenty two fanams and Sixteen Cash or four Hundred and Seventy three Star Pagodas two fanams and twenty Cash as is above stated by this Repliant — and this Repliant therefore insists that the present Action is neither improperly Commenced or informally founded as is asserted by the Defendant in his said Answer nor is his Demand different from what is there asserted and this Repliant further replying Admits that the Defendant was employed by him to sell goods

goods for him at Tanjoure but he says and insists that he was at the same time directed not to give any Credit whatever and if he did give such Credit &c this Repliant gave him notice and the Defendant Agreed therein that all such sums as he gave Credit for he should take upon himself so that the Amount of all the Goods disposed of were to be paid or Satisfied to this Repliant and this Repliant further says that his principal Intention of sending to the said Defendant with Goods to Tanjore was to pay off the Sum of Six Hundred and Sixty one Pagodas due from this Repliant to Ensign Noble then Resident there — That in the Month of May this Repliant Received a Letter from the Defendant Acknowledge his having sold goods to the Amount of three Hundred and Ninety seven Pagodas and three Quarter upon which this Repliant directed him to pay it to Ensign Noble and write Ensign Noble thereof, but the Defendant altogether neglected so to do and in Consequence thereof the said Ensign Noble Commenced a Suit against this Repliant and a Summons and Warrant having been taken out he was arrested thereon and has ever since Continued in Goal — This Repliant being thereupon highly incensed and in the utmost Distress from the neglect of the Defendant in not following this Repliants direction writ immediately to the Defendant to repair to Madras and pay him the amount of what he had sold and settle all affairs between them, but to this he received no Answer — he then after awaiting a Sufficient time write a Second Letter and to this second Letter received no Answer, but at length in reply to a third Letter at least two Months after this Repliants first Application he received a Letter from the Defendant in which he Acknowledged having then in his Hands One Hundred Pagodas which he would send before the Second of December to this Defendant and would Collect all the Money due to him and bring it with him to Madras the Defendant accordingly arrived at Madras about the latter End of the said Month of December but instead of either sending the said One Hundred Pagodas or bringing with him any other Money the whole Money this Repliant could procure from the Defendant was the Sum of Forty Seven Pagodas and no Accounts whatever of the remaining Goods left with him upon which

this



this Defendant strongly suspecting that the Defendant meant to play him some trick he threatned to lodge an information against him with the Justice of Peace and to get him indicted for a fraud upon which this Defendant promised to pay this Repliant on the following Day the Sum of One Hundred Pagodas but instead thereof he only brought him three Pagodas which made up the whole Sum this Repliant Received fifty Pagodas and this Sum of Fifty Pagodas is Credited in his Account upon which this Defendant having strong Suspicion that the Defendant meant to leave the Jurisdiction without satisfying this Repliant he procured him to be Confined in the Custody of the Bailiffs and made a Complaint the Next day to the Clerk of the Justice who was fully satisfyed of the truth of this Repliants Complaint but recommend this Repliant to apply for Redress to this Honble Court to whose Justice and Wisdom he is wholly satisfied to Submit his present Complaint and every thing relating thereto as he is fully desirous he can clearly and satisfactorily substantiates the truth and Justice of his Demand against the Defendant

All which Matters and things this Repliant is ready and willing to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill of Complaint he hath already Prayed

P. Walker
Atty. for Repth.

goods for him at Tanjoure but he says and insists that he was at the same time directed not to give any Credit whatever and if he did give such Credit &c this Repliant gave him notice and the Defendant Agreed therein that all the such sums as he gave Credit for he should take upon himself so that the Amount of all the Goods dispatched was to be paid or satisfied to this Repliant and this Repliant further says that his principal Intention of sending to the said Defendant with Goods to Tanjore was to pay off the Sum of Six Hundred and Sixty one Pagodas due from this Repliant to Ensign Noble then Resident there — That in the Month of May this Repliant Received a Letter from the Defendant Acknowledging his having sold goods to the Amount of three Hundred and Ninety seven Pagodas and three Quarter upon which this Repliant directed him to pay it to Ensign Noble and writ Ensign Noble thereof, but the Defendant altogether neglected so to do and in Consequence thereof the said Ensign Noble Commenced a Suit against this Repliant and a Summons and Warrant having been taken out thereon was arrested thereon and has ever since Continued in Goal This Repliant being thereupon highly incensed and in the utmost Distress from the neglect of the Defendant in not following this Repliants direction writ immediately to the Defendant to repair to Madras and pay him the amount of what he had sold and settle all affairs between them, but to this he received no Answer — Within after waiting a Sufficient time wrote a Second Letter and to this second Letter received no answer, but at length in reply to a third Letter at least two months after this Repliants first Application he received a Letter from the Defendant in which he Acknowledged having then in his Hands One Hundred Pagodas which he would send before the Second of December to this Defendant and would Collect all the Money due to him and bring it with him to Madras the Defendant accordingly arrived at Madras about the latter End of the said Month of December but instead of either sending the said One Hundred Pags or bringing with him any other Money the whole Money this Repliant could procure from the Defendant was the Sum of Forty Seven Pagodas and no Accounts whatever of the remaining Goods left with him upon which

this



this Defendant Strongly suspecting that the Defendant meant to play him some trick he threatned to lodge an information against him with the Justices of Peace and to get him indicted for a fraud upon which this Defendant promised to pay this Repliant on the following Day the Sum of One Hundred Pagodas but instead thereof he only brought him three Pagodas which made up the whole Sum this Repliant Received fifty Pagodas and this Sum of Fifty Pagodas is Credited in his Account upon which this Defendant having strong Suspecion that the Defendant meant to leave the Jurisdiction without satisfying this Repliant he procured him to be Confined in the Custody of the Cutwals and made a Complaint the Next day to the Clerk of the Justice who was fully satisfyed of the truth of this Repliants Complaint but recommended this Repliant to apply for Redress to this Honible Court to whose Justice and Wisdom he is wholly satisfied to Submit his foresaid Complaint and every thing relating thereto as he is fully sensible he can clearly and satisfactorily substantiate the truth and Justice of his Demand against the Defendant

Wherefore Matters and things this Repliant is ready and willing to aver maintain and prove as this Honible Court shall direct and humbly prays as in and by his said Bill of Complaint he hath already Prayed

P. Walker
Atty. for Repth.

Contra

Dr.

Tanjore Dubash

| | | | |
|---|---|---|---|
| By Cash Marie Estrigon Note | 100 | | |
| By 1 Doyen ad Do | 3 | | |
| By 1/2 Mau Dauzel | 1 | | |
| By Estrigon Pantie | 11 | 13 | |
| By Sundry for Scattim Bangle sier Dubash Pay Godown Rent &c. | 31 | 7 | 13 |
| By Cash to H. Lindsay | 4 | 5 | 6 |
| By Porter 1 Doz: 1 to St Catherine | | 5 | |
| By 1/2 Liffore 1/2 Doz Ports | | 3 | 15 |
| By 1 Doyen ad Spunker in Godown | | 3 | |
| By Cash to H. Lindsay | | 66 | 10 |
| Balance | | 257 | 16 |
| | 165 | 10 | 13 |

P. Pagodas 165 10 13

Tanjore 11th July 1787

Errors Excepted

P. Walker
Atty for Complt

| | | | |
|---|---|---|---|
| 10 Bott 1/4 Doz each | 40 | | |
| 4 Do Do 1/2 Do | 12 | | |
| 78 Doz of Porter 5 1/4 Doz | 234 | | |
| 44 Doz of Ale 3 1/4 Do | 164 | 10 | 13 |
| 10 Do Do 3 Do Do | 30 | | |
| 28 1/2 of Porter 1/4 | 7 | | |
| 8 Empty Chests 1 each | 16 | | |

P. Pagodas 365 10 13

Tanjore 11th July 1787

Errors Excepted

P. Walker
Atty for Compt



Articles left with Dubash 11th July 1787

| | | |
|---|---|---|
| 10 White Hatts 3 Pagodas each | 30 | |
| 8 Black Cocked Hatts 3/ | 28 | |
| 5 Childrens Hatts 2 each | 10 | |
| 67 Doz Porter 2/ 4 Dozen | 167 | 22 |
| 12 Empty Chests 2 4 Chest | 24 | |
| P. Pagodas | 259 | 22 |

Tanjore 11th July 1787 Received the above Articles which I promise to be answerable for—

Witness Wm Sutherland

Errors Excepted
P. Walker
Atty for Respt

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause Now depending and at Issue in the Hobble the Mayor's Court wherein Henry Lindsay of Madras Merchant is Complainant and appoo Dubash of the same place Inhabitant Defendant.

On the Part of the Complainant.

To William Sutherland 1st Do You or do You not Know the Parties Complainant and Defendant in the Title of these Interrogatories Named and either and which of them If You how long have You Known either and which of them Declare

To Ditto 2d Did You or did You not see the Defendant Appoo Sign the Account Current and List of Goods now shown to You at the time of your Examination Marked A and B and did You or did You not sign your Name as Witness thereto is or is not the Name William Sutherland Subscribed thereto Your Proper hand writing did the Defendant or did he not voluntarily

Voluntarily sign the same having first previously Examined thion Did the Defendant or did he not with his free will and Consent sign the same & by any force or Compulsion made use of by the Complainant or Did or did not the Complainant prior to the Defendant signing this Papers take an Account from the Defendant which he gave from his Malabar Writing of the Different Goods he had Received and what he had sold, and thin made out the Account Current and List of Goods in English and gave the Defendant a Copy of each prior to his signing thim did you or did you not hear the Complainant say that he had imposed on him very much in his Charges but as he was not on the Spot at the time they were imborsted he was Obliged to allow him some other words to the like Effect Declare?

To 3 ..... Do you know or can You set forth any other Matter or things Material for the Complainant in the Cause — If so Declare the same all you Know or do believe together with the Reasons of such Your knowledge and belief

P Walker

Affdt for Compt

Appoo Dubash ..... Dr.

| | | | |
|---|---|---|---|
| 10 Batts 4 Pagodas each | 40. | " | " |
| 4 Do Sola | 11. | " | " |
| 78 Dz: of Porter 3 ℔ Dz | 234. | " | " |
| 47 Dz: of Ale 3½ ℔ Do | 164. | 10 | 13 |
| 10 Do of Do 3 & Do | 30. | " | " |
| 28 Do of Porter 2½ | 70. | " | " |
| 8 Empty Chests 2 each | 16. | " | " |
| | 565. | 10 | 13 |

Contra ..... Cr.

| | | | |
|---|---|---|---|
| By Cash paid Ensign Noble | 116. | " | " |
| By 1 Dz: ale to Do | 3. | " | " |
| By Lieut Mac Dougal | 7. | " | " |
| By Ensign Hamilton | 11. | 13 | " |
| By Sundry for Boathire & Brandy hire Dubash Pay & Godown Rent &c | 87. | 7 | 13 |
| By Cash to H Lindsay | 9. | 5 | 6 |
| By Porter 2 Dz: sent to Dr Sutherland | 5. | " | " |
| By Dr Lufsore 1½ Dz: Porter | 3. | 15 | " |
| By 1 Dz: ale Expended in Godown | 3. | " | " |
| By Cash to H Lindsay | 66. | 6 | " |
| Balance | 254. | 4 | 16 |
| | 565. | 10 | 13 |

Tanjore 11th July 1787

I acknowledge to owe the above Balance as per

Witness Wm Sutherland



This Exhibit Marked A was shown to William Sutherland at the time of his Examination before me On the Part of the Complainant In a Certain Cause now depending In the Hobble the Mayor's Court at Madraspatanam wherein the said Henry Lindsay is Complainant and Appoo Dubash is Defendant On the twenty-th Day of January Anno Domini One thousand Seven Hundred and eighty Nine

Joseph Shaw

Esqr.

Articles left with Dubash 11th July 1787 –

| | | | |
|---|---|---|---|
| 10 White Batts 3 Pags each | 30. | " | " |
| 8 Black Cock Batts 3½ | 28. | " | " |
| 5 Childrens Batts 2 each | 10. | " | " |
| 67 Dz Porter 2½ ℔ Dozen | 167. | 12 | " |
| 12 Empty Chests 2 ℔ each | 24. | " | " |
| E. W.s | 259. | 12 | " |

Tanjore 11th July 1787 Received the above Articles which I promise to be accountable for — as per

Witness Wm Sutherland

This Exhibit Marked B was shown to William Sutherland at the time of his Examination before me on the Part of the Complainant In a Certain Cause now depending In the Hobble the Mayor's Court at Madraspatanam wherein the said Henry Lindsay is Complainant and Appoo Dubash is Defendant on the twentieth Day of January Anno Domini One thousand Seven Hundred and eighty Nine

Joseph Shaw

Esqr.

Mayor's Court at Madraspatnam

Between Henry Lindsay of Madras Merchant Complainant and Appoo Dubash of the same place Inhabitant Defendant

On the Part of the Complainant

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

William Sutherland Assistant Surgion of the Sixty fourth Regiment aged Twenty Eight Years or thereabouts being produced as a Witness in this Cause On the Part of the Compltt. was on the twentieth Day of January One Thousand Seven Hundred and Eighty Nine sworn and Examined Deposeth as followeth

1. To the first Interrogatory this Deponent saith, that he doth know the Compltt. Henry Lindsay in this Cause and that he hath to his own knowledge about two Years and that he doth know the Defendant Appoo Dubash in this Cause by sight only and more he saith not to this first Interrogatory

2. To the second Interrogatory this Deponent Saith, that he did See the Defendant Appoo Sign the Account Current and List of Goods now shown to him at this the time of his Examination Marked A & B and that he did sign his Name as Witness thereto. This Deponent Saith that the Name William Sutherland subscribed thereto is of his proper hand writing – and further saith, that the Defendant did Voluntarily sign the same having previously examined them and that the Defendant did with his free will and Consent sign the same and that no force or compulsion was made use of by the Complainant This Deponent Saith that the Complainant did prior to the Defendant signing these papers take an Account from the Defendant which he gave from his Malabar writing of the different Goods he had received and what he had Sold – and then made out the Account Current and List of Goods in English and gave the defendant a Copy of each prior to his signing them This Deponent Saith, that he did hear the Complainant say that he had impaired on him very much in his Charges – but as he was not on the spot at the time they were embarked, he was obliged to submit to it – or some



other words bearing a like import – and further Saith not to this or to the last Interrogatory

Joseph Shaw
Examr.

W.m Sutherland
Assist.t Surgion
74th Regiment

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 7th Day of July Anno Domini 1789

Present

William Webb Esquire Mayor
Andrew Ross and James Landon
Aldermen

Henry Lindsay
Appoo Dubash

Ordered that this Cause do come on to be heard on Tuesday Next, and as the Attorney for the Defendant has declined Acting Ordered that the Attorney for the Complainant do serve the Defendant with Notice of hearing of which Service Affidavit is to be Made

A True Extract
James Taylor
Regr.

Filed 21st July 1789

In the Hon.ble the Mayors Court at Madraspatnam

Between Henry Lindsay Complainant and Appoo Dubash Defendant

The Affidavit of Thomas Jones one of the Serjeants of this Hon.ble Court

This Deponent Maketh Oath and Saith that he did on Thursday the Sixteenth day of this Instant July leave a Copy of the Extract hereunto Annexed at the last Place of Abode of the above named Defendant Situated in Peda Naick Pettah in the Black Town of Madras

Thomas Jones

Sworn to in Court
this 21st July 1789
James Taylor
Regr.

P. Walker
Atty. for Compltt

Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator Vencatarama Naicko of Madras Inhabitant that the Audappa of the same place Inhabitant Stand justly and truly indebted unto Your Orator in the full and just Sum of Thirty eight Pagodas ten fanams and twenty eight Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Fifteen Pounds five Shillings and Nine Pence or thereabouts as will more fully and at large appear by the Copy of a Translation Bond with Covenant to sue for and recover the same in this Hon^ble Court and at Account hereunto Annexed for the inspection of this Hon^ble Court and which Your Orator prays may be taken as part of this his Bill of Complaint the Originals whereof are in Your Orator's Possession and ready to be produced when required And Your Orator further Sheweth unto this Hon^ble Court that he hath frequently and in a friendly manner requested Payment from the said Che Audappa of the said Sum of Thirty eight Pagodas Ten fanams and Twenty eight Cash. But now so it is May it please this Hon^ble Court the said Che Audappa obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General relief as to this Hon^ble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Che Audappa may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truly and effectually to all Intents and purposes as if the same were here again repeated and Particularly Interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of Thirty eight Pagodas Ten fanams and Twenty eight Cash with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said Che Audappa to be Summoned and required by the Sheriff of Fort Saint George Town

Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain Time and place to be by this Honble Court prefixed and Appointed then and there to Answer the Complt's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

This 20th Day of June 1789.

Wm Webb
Mayor &c.

Thos Hall
Atty for Compt.

This Bill was shewn to me in the Days of Adjournment Let a Summons issue returnable Next Court Day. &

Wm Webb
Mayor &c.

## Translation of a Bond Dated 28th January 1788

I Che Audappa do give this Bond to Vencatarawmoo Naido of Pauca[illegible] Rungasawmye Naido that is to Say. &

In Consequence of my urgent Occasion I have this day Borrowed and received of you the Sum of 32 3/4 Thirty Two and three Quarters Pagodas which Sum I do hereby engage to repay with all such Interest as shall or may become due thereon at the rate of 12 ℔ Cent ℔ Annum in two Months Commencing from this Date. In default of which you are hereby empowered to recover Your Principal and Interest by prosecuting me in the Honble the Mayor's Court Witness Paukala Sawmanna and Coottumbaukha Goorroowappa by their Knowledge drawn by Che Audappa —

Witnesses Signed
Paukala Sawmy
Coottumbaukha Goorroowappa

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

Rangrajadoss
Interpr.

A true Copy
Thos Hall
Atty for Compt.



## Dr Che Audappa in Account with Vencatarawmoo Naidoo ..... Cr

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1788 January | 28th | To Amount of Your Bond bearing date this Day ..... | 32. | 3½ | 40 | 1789 June | 20th | By Balance due ..... | 32. 10. 28 |
| 1789 June | 20th | To Interest on Do to this day is 1 Y. 4 M. 22 D. @ 12 ℔ Cent ℔ Annum ..... | 5. | 21. | 62 | | | | |
| | | Pagodas .... | 38. | 10. 28 | | | | Pagodas ... | 38. 10. 28 |

Fort St George
20th June 1789. E. E. ℔ Vigoud
Vencataramoo Naidoo

A true Copy
Thos Hall
Atty for Compt.

Mayor's Court at Madraspatnam

Tuesday the 4th Day of August Anno Domini 1789

L. S.

Present

William Webb Esquire Mayor
Andrew Ross and James Landon
Aldermen

Mayor's Court

Between Vencatarawmoo Naidoo of Madras Inhabitant Complainant and Che Audappa 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

the Complainant the full and Just Sum of Sixty eight Pagodas Ten fanams and Twenty Eight Cash Pagodas 38. 10. 28. / together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

J Burn

Filed the 13th June 1789.

## To the Honble the Mayors Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honble Court your Orator Chingah Greuer by his Attorney Chidambaroon Chetty and Ramkistah Chetty of Madras Inhabitants that James Barlow also of the same place Inhabitant stands indebted unto your Orator in the full and just Sum of Sixty Seven Star Pagodas and eight fanams Current Money of Madras making in Sterling money of Great Britain at the rate of eight Shillings for every Pagoda the Sum of twenty Six Pounds and seventeen Shillings as will more fully and at large appear by the Copies of an Account Current and an Assignment hereunto Annexed for the Inspection of this Honble Court and which your Orator prays may be admitted as part of this his Bill of Complaint the original whereof being in your Orators Custody and ready to be produced whenever required — And your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable manner requested payment from the said James Barlow of the said Sum of Sixty Seven Star Pagodas and eight fanams

But now so it is May it Please this Honble Court the said James



Barlow obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of satisfaction touching the premises Your Orator therefore prays a Genl relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End & therefore that the said James Barlow may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truly and effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be decreed to pay unto Your orator the aforesaid sum of Sixty Seven Star Pagodas and 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 Barlow to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court prefixed and appointed then and there to Answer this Your Orator or Bill of Complainant and further to stand to and abide by such Order and decree therein as to this Honble Court shall seem Meet

Chad Ingles
Atty. for the Compt.

Fort Saint George 13th June 1789.
This Bill was shewn to me in the Days of Adjournment let a Summons issue and returnable Next Court Day ....
Jas. Dall
Senr. Alderman

Dr. Mr. James Barlow in Account Current with Chingah Greuer ..... Cr.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1789 | | | | | 1789 | | | | |
| Feby. | 2 | To the Amount of your Note of hand | 66 | - | - | April | 27. | By Balance ..... | 67 | 8 | - |
| April | 27. | To Interest on the above sum to this day being 6 Months and 25. days at 12 p Cent p Annum | 1 | 8 | - | | | | | | |
| | | Pagodas .... | 67 | 8 | - | | | Pagodas .... | 67 | 8 | - |

Fort St George
April 25th 1789. — E.E. excepted

A true Copy
Chad Ingles
Atty. for the Compt.

All People to whom these presents shall come Greeting Whereas James Barter of Madras Inhabitant by the balance of an Account Current bearing date the twenty eighth day of April in the Year of our Lord One Thousand seven Hundred and Eighty Nine stands indebted unto Chingah Lyeur of Madras Inhabitant in the full and just Sum of Sixty seven Pagodas and eight fanams Current Money of Madras - Now knowye that the said Chingah Lyeur for the consideration of the said Sum of Sixty seven Pagodas and eight fanams to him in hand paid by Chidambaram Chitty and Cundapah Chitty of Madras Inhabitant at or before the sealing or delivering of these presents the receipt whereof is hereby acknowledged the said Chingah Lyeur has assigned and set over and by these presents doth assign and set over unto the said Chidambaram Chitty and Cundapah Chitty the said Account Current and the Money thereupon due and owing and which may become due and owing thereon and all his right and Interest of in and to the same and every part thereof and the said Chingah Lyeur for the consideration aforesaid has made constituted and appointed and by these presents doth make constitute and appoint the said Chidambaram Chitty and Cundapah Chitty their heirs Executors Administrators or Assigns his true and lawful Attorneys irrevocable for him and in his Name and in the Name and Names of his heirs Executors Administrators or Assigns but for the Sole and proper use and benefit of the said Chidambaram Chitty and Cundapah Chitty their heirs Executors Administrators or Assigns to ask require demand and receive of the said James Barter his heirs Executors Administrators or Assigns the Money due and to become due on the said Account Current and on non payment thereof they the said Chidambaram Chitty and Cundapah Chitty their heirs Executors Administrators or Assigns to sue for and recover the same and on payment thereof to deliver up and Cancel the said Account Current and give sufficient releases and discharges therefor and one or more Attorney or Attornies under him to make constitute and appoint and whatsoever the said Chidambaram Chitty and Cundapah Chitty or their Attorney or Attorneys shall lawfully do in the premises the said Chingah Lyeur doth allow and



confirm and the said Chingah Lyeur doth Covenant with the said Chidambaram Chitty and Cundapah Chitty that the said Chingah Lyeur hath not received nor will receive the said Sum due on the said Account Current or any part thereof neither shall or will release or discharge the same or any part thereof but will own and allow of all lawful proceedings for the recovery thereof they the said Chidambaram Chitty and Cundapah Chitty saving the said Chingah Lyeur harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Chingah Lyeur hath hereunto set his hand and Seal in Madras this twenty eight day of April one thousand seven hundred and Eighty Nine

(signed) చంగాడ

Signed Sealed and delivered (where no stamped paper is to be had) in the presence of -

Extract Copy
Chas. Ingalls
Atty. for the Compt.

Mayors Court at Madraspatnam

Tuesday the 4th Day of August Anno Domini 1789

L. S.

Mayors Court

Present
William Mabb Esquire Mayor
Andrew Ross and James Landon
Aldermen

Between Chingah Lyeur by his Attorneys Chidambaram Chitty and Cundapah Chitty of Madras Inhabitants Complainant and James Barter of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the

Usual

Usual Rules have ispued for the Defendants to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Sixty Seven Pagodas and Eight Fanams Pagodas 67. 8. / together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

Filed 3. June 1789.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Ramasawmy Chitty of Madras Merchant that Thomas Humpherston of Fort Saint George Merchant stands justly and truely indebted unto Your Orator in the full and Just Sum of Sixty Nine Pagodas Thirty two fanams and Ten Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty three Pounds Twenteen Shillings and Six Pence or thereabouts as will more fully and at large appear by the Copies of a Promissary Note of Hand and an Account thereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint the Originals being in Your Orator Possession and ready to be produced to this Honble Court whensoever he shall be thereunto Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Thomas Humpherston of the said Sum of Sixty Nine Pagodas Thirty Two fanams and Ten Cash.

But now so it is May it Please this Honble Court that the said Thomas Humpherston 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 Genral Relief such as to this Honble Court shall appear



Agreeable to Equity and good Conscience To the End therefore that the said Thomas Humpherston may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and alledged as fully truely and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the Aforesaid Sum of Sixty Nine Pagodas Thirty two fanams and ten Cash together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to cause the said Thomas Humpherston to be Summoned and Agreed by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

P. Walker
Atty. for Compts.

This Bill was Sworn to me between the Days of Adjournment Last a Summons ispue Returnable Mat Court Day this 3d Day of June 1789.
Wm Webb
Mayor

Madras August the 20th day 1788 two Months after date I Promise to Pay to Ramasawmy Chitty the Sum of Sixty five Star Pagodas for Value Received

Signed Thomas Humpherston

Pagd 65-----

A true Copy
P. Walker
Atty. for Compts.

D.r Thomas Humphurston in Account with Ramasawmy Chitty. Cr.s

| | | | | | | |
|---|---|---|---|---|---|---|
| 1788 Augt. | 20. | To Amount of 1 Year Promissary Note of hand of this date Payable in two Months after this Date for | 65.. .. .. | 1789 May 27. | By Balance due | 64. 32. 10. |
| 1789 May | 27. | To Interest on D.o from 20.th October 1788 to this Day being 7. Months and 7. Days at 12. p.r Cent | 4. 32. 10. | | | |
| | | | Pagodas 69. 32. 10. | | | Pagodas 69. 32. 10. |

A true Copy
P. Walker
Chitty for Compl.t

Errors Excepted
Madras 27.th May 1789.
Signed

Mayor's Court at Madraspatnam

Tuesday the 4.th Day of August Anno Domini 1789

Present

William Webb Esquire Mayor
Andrew Ross and James Landon
Aldermen

Mayor's Court

Between Ramasawmy Chitty of Madras Merchant Complainant and Thomas Humphurston of Fort Saint George Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complaints Bill which he



has Neglected doing This Court therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Sixty Nine Pagodas Thirty two fanams and Ten Cash Pagodas 69. 32. 10. together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

A true Copy

Filed the 6.th August 1788

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sir John Munzies Baronet that James Hodges of Masulipatam Esquire stands indebted unto Your Orator in the full and just Sum of Seven Thousand three Hundred and four Star Pagodas Eight fanams and Sixty Cash making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two Thousand Nine Hundred and Twenty One Pounds thirteen Shillings and Nine Pence or thereabouts as by an Account Current Copy whereof Marked A is hereunto Annexed may more fully and at large appear the Original being in Your Orator's Possession and Ready to be produced if required Your Orator Sheweth that sometime ago viz.t on or about the Twentieth day of July which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Six one Chincalapooby Sittaramiah then and now of Madras and acting as Vakeel or Agent for Condraigula Jaggernaut Row then at Masulipatam drew a Bill of Exchange under date the said Twentieth day of July payable to the Order of Your Orator by his then discription of John Munzies Esquire for the Sum of Ten Thousand Madras Pagodas and Payable in Thirty days after Sight by the said Condraigula Jaggernaut Row which said Bill the said Sir John Munzies to the above named James Hodges as his Agent and Attorney at Masulipatam aforesaid with a request to the said James Hodges to do what was necessary respecting to the said Bill and when due to pass the same to the Credit of John Francis Moracin Esquire Your Orator Sheweth that

that the said Bill was accepted by the said Condraigula Jaggernaud Row on the Twenty fifth day of the said Month of July as appears by the said Bill of Copy whereof Marked **B**. is hereunto Annexed for the inspection of this Honble Court, and prayed by Your Orator to be taken as part of this his Bill of Compleint the Original being in Your Orators Possession and ready to be produced when required — Your Orator Sheweth that some time afterwards that before the said Bill of Exchange was due Your Orator having made a New Arrangement with the said John Francis Morocin informed the said James Hodges thereof and therefore desired the said James Hodges to consider the Amount of the said Bill as Your Orators and to be put to his Account — Your Orator further Sheweth that some time after the said Bill become due to wit on the Twenty eighth day of August then next following the said Condraigula Jaggernaut Row did by his Cash Keeper Anthimoa Puntalou in part discharge thereof pay unto the said James Hodges or to his Cash Keeper for his Account and with his Knowledge the Sum of Eight Thousand Madras Pagodas — and some time afterwards to wit on or about Fifteenth day or some other time in the Month of September then following, the said Condraigula Jaggernaut Row did tender by his said Cash Keeper unto the said James Hodges the following Sum of Two Thousand Madras Pagodas being the Balance of Principal Money due on the said Bill of Exchange as also any Interest that might be due thereon and at the same time demanded from the said James Hodges the delivery of the said Bill of Exchange unto him for Account of the said Condraigula Jaggernaut Row but the said James Hodges refused so to do pretending as Your Orator hath been informed that he had received from the said Condraigula Jaggernaut Row only the Sum of Four Thousand five Hundred and Twenty eight Madras Pagodas Eighteen fanams and forty Cash for Account of the said Bill and the remaining part of the said Eight Thousand Pagodas so as aforesaid Paid by the said Condraigula Jaggernaut Row to the said James Hodges being three Thousand four Hundred and Seventy One Madras Pagodas Twenty Seven fanams and forty Cash was pretended to be for Account of a Claim which the said James Hodges had on the said Condraigula



Jaggernaud Row and the said James Hodges indorsed on the said Bill of Exchange for only the said Sum of Four Thousand five Hundred and Twenty Eight Madras Pagodas Eighteen fanams and forty Cash instead of the said Sum of Eight Thousand Madras Pagodas which had been paid unto him for Account of the said Bill as aforesaid and told the said Condraigula Jaggernaud Row or his Agent or Gomastah that when he paid the remaining Balance being Five Thousand four Hundred and Seventy One Madras Pagodas, Twenty Seven fanams and forty Cash the said James Hodges would deliver up the said Bill of Exchange and Your Orator Sheweth that the said James Hodges hath given Credit in Account to Your Orator only for the said Sum of Four Thousand five Hundred and Twenty Eight Madras Pagodas Eighteen fanams, and forty Cash as received on Account of the said Bill of Exchange instead of giving Your Orator Credit as he ought to have done for the said Sum of Eight Thousand Madras Pagodas and Your Orator Sheweth that when he had information from the said James Hodges of his having received the said Sum of Four Thousand five Hundred and Twenty Eight Madras Pagodas Eighteen fanams and forty Cash and Credited Your Orator for the same — Your Orator Credited the said James Hodges for Commission thereon in his Account Current of the Thirty first of December One Thousand Seven Hundred and Eighty Six not having then conceived that any greater or other Sum had been paid or tendered to be paid for Account of the said Bill of Ten Thousand Madras Pagodas and being at that time entirely uninformed of all the Illegal and unwarrantable Actings and doings of the said James Hodges in the Premises By which Actings and doings of the said James Hodges Your Orator is injured to the Amount of the said Sum of Three Thousand four Hundred and Seventy One Madras Pagodas Twenty Seven fanams and forty Cash and in the further Sum of Two Thousand Madras Pagodas and Interest thereon respectively as appears by the said Account Current **A**. for Your Orator Sheweth that finding the said James Hodges had dispaired of getting any further payment from the said Condraigula Jaggernaut Row Your Orator conferred with Veera Permaul Pillah of Madras Dubash at whose recommendation Your Orator in the first instance took the said Bill of Exchange who in confidence of the Circumstances of the said Condraigula Jaggernaut Row not being as desperate as the said James Hodges

Hodges had stated them advised Your Orator to send for the said Bill of Exchange from Maudelpatam promising his exertions to recover the Balance at Madras on the faith whereof and under such Imporpsions and Assurances ashe received at the time from the said Veera Permaul Pillah — Your Orator considering himself secure of receiving at Madras the Amount due on the said Bill and wrote accordingly in strong terms to the said James Hodges thanking him for the trouble he had hitherto taken and requesting the Bill to be returned in order to be delivered to Veera Permaul Pillah for the purpose aforesaid and Your Orator Sheweth that the said James Hodges sent the said Bill accordingly — But when the said Veera Permaul Pillah applied for the supposed Balance due upon the said Bile the said Condraigula Jaggernaut Row stated his Payments on Account thereof at the time and in manner as is above set forth and declared that Your Orator's Remedy lay against the said James Hodges whereupon the said Veera Permaul Pillah returned the Bill to Your Orator and declined all further interference therein ashe had not received or had a prospect of receiving any money on Account thereof Wherefore Your Orator Charges that he is injured as above and hereinafter stated by the said Actings and doings of the said James Hodges in the Premises which actings and doings Your Orator Charges as follows to wit that the said Condraigula Jaggernaut Row paid into the said James Hodges on the said Twenty Eighth day of August the said sum of Eight Thousand Madras Pagodas expressly in part Payment of the said Bill of Exchange and for no other purpose whatever and that the said Condraigula Jaggernaut Row did at the time of Paying the said sum of Eight thousand Madras Pagodas by himself or Servant declare unto the said James Hodges that he paid it for that purpose and no other and Your Orator further Charges that the said Condraigula Jaggernaut Row did on or about the said Fifteenth day or some other time in the Month of September then following tender unto the said James Hodges the following sum of Two thousand Madras Pagodas being the Balance of Principal Money due upon the said Bill of Exchange and at the same time demanded from the said James Hodges the delivery of the said Bill of Exchange with a full Discharge thereon which sum of Two thousand Madras Pagodas the said James Hodges refused to receive pretending that



Sum of Four Thousand four Hundred and Seventy one Pagodas Twenty Seven fanams and Forty Cash was due thereon when in fact the said Condraigula Jaggernaut Row did at that time owe on Account of the said Bill only the said Sum of Two thousand Madras Pagodas wherefore Your Orator Charges that the said James Hodges is indebted unto Your Orator in the said Sum of Eight Thousand Madras Pagodas Principal Money being for so much received as aforesaid for Account and in part discharge of the said Bill of Exchange — And Your Orator also charges that the said James Hodges stands further indebted unto Your Orator in the Sum of Two Thousand Madras Pagodas being the Balance of the Principal Money due on such Bill of Exchange deducting therefrom the said sum of Four thousand four Hundred and Twenty Eight Madras Pagodas Eighteen fanams and forty Cash for which the said James Hodges hath endorsed his receipt and given credit to Your Orator in Account as aforesaid for Your Orator Sheweth that such Balance of Two thousand Madras Pagodas was tendered and would have been paid unto the said James Hodges as Agent or Attorney for Your Orator had the said James Hodges been willing to have received the same ashe ought to have done as the agent or Attorney for Your Orator, and Your Orator Sheweth that the said Sum of three thousand four Hundred and Seventy one Madras Pagodas Twenty Seven fanams and forty Cash being the difference between the said Sum of Eight Thousand Madras Pagodas, and Four thousand five Hundred and Twenty Eight Madras Pagodas Eighteen fanams and forty Cash as also the said Sum of Two thousand Madras Pagodas together with the Interest thereon respectively from the dates on which the former Sum was paid and the latter Sum was tendered to be paid by the said Condraigula Jaggernaut Row or his Agent or Gomastha for his Account unto the said James Hodges make together the said Sum of Star Pagodas Seven thousand three Hundred and four Eight fanams and Sixty Cash as by the said account Current A. Copy whereof is hereunto annexed may appear and Your Orator sheweth that he hath frequently and in a friendly manner demanded the Payment of the said James Hodges of the said Sum of Star Pagodas Seven thousand three Hundred and four Eight fanams and Sixty Cash

But now so it is May it please this Noble Court the said James Hodges refused to pay Your Orator the said Sum of Star Pagodas Seven thousand three Hundred and four Eight fanams and Sixty Cash or to give Your Orator any Manner of satisfaction whatever

whatever touching the premises under various frivolous and Evasive pretences all and which are Contrary to Law and tend to the Manifest Injury of your Orator &c

To the End therefore that the said James Hodges may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things hereinbefore setforth as fully truely and Effectually to all intents and purposes as if the same were hereinbefore setforth and particularly interrogated and particularly that he may Answer whether the said Chinca Lapady Chittaramiah did not draw the said Bill at the time under the date and for the said Sum of Ten Thousand Madras Pagodas as above setforth and whether the same was not Drawn on the said Condraigula Jaggernaud Row and payable to the Order of your Orator at Thirty days after sight and whether the said Condraigula Jaggernaud Row did not on the said Twenty eighth day of August pay unto the said James Hodges the said Sum of Eight Thousand Madras Pagodas in part payment of such Bill saying at the time he so paid the said Sum of Eight Thousand Madras Pagodas that it was for Account of the said Bill and whether the said James Hodges doth not in Conscience know that the said Sum of Eight Thousand Madras Pagodas when so paid as aforesaid was paid by the said Condraigula Jaggernaut Row or his Gomastah or Cash Keeper expressly in part payment of the said Bill of Ten Thousand Madras Pagodas and for no other purpose whatsoever and whether the said Condraigula Jaggernaut Row did not in Person or by his Cash Keeper or Gomastah afterwards that is to say on or about the said fifteenth day or some other time in the said Month of September tender unto the said James Hodges the payment of the Sum of Ten Thousand Madras Pagodas as the Balance due by him on Account of the said Bill for Ten Thousand Madras Pagodas and whether the said James Hodges did not refuse to receive the said Sum of Two Thousand Madras Pagodas under pretence that the same was not the full Balance due on Account of the said Bill but that there was due on Account thereof the said Sum of Five Thousand four Hundred and Twenty One Madras Pagodas Twenty Seven fanams and forty Cash or some other and what demand that the said James Hodges may be Decreed to



Your Orator the said Sum of Five Pagodas Seven Thousand, three Hundred and four Eight fanams and Sixty Cash together with all Interest and Costs of this Suit

May it Please this Honble Court to Cause the said James Hodges to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras Patam 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 therein 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

Bopham
J. Spencer
Attornies for Complainant

ffr
16: August 1788
This Bill was shewn to me between the days of Adjournment Let a Summons issue returnable Next Court Day —

Edw. Garrow
Mayor

whatever touching the premises under various frivolous and Evasive pretences all & which are Contrary to Law and tend to the Manifest Injury of Your Orator &c

To the End therefore, that the said James Rodges may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things hereinbefore setforth as fully truly and Effectually to all intents and & purposes as if the same were hereinbefore setforth and particularly interrogated and particularly that he may Answer whether the said Chincalapooby Sittaramiah did not draw the said Bill at the time under the date and for the said Sum of Ten Thousand Madras Pagodas as above setforth and whether the same was not Drawn on the said Condraigula Jaggunaut Row and payable to the Order of Your Orator at Thirty days after sight and whether the said Condraigula Jaggunaut & Row did not on the said Twenty eighth day of August pay unto the said James Rodges the said Sum of Eight Thousand Madras Pagodas in part payment & of such Bill saying at the time he so paid the said Sum of Eight Thousand Madras Pagodas that it was for Account of the said Bill and whether the said James Rodges doth not in Conscience Know that the said Sum of Eight Thousand & Madras Pagodas or Sum so paid as aforesaid was paid by the said Condraigula & Jaggunaut Row or his Gomastah or Cash Keeper expressly in part payment of the said Bill of Ten Thousand Madras Pagodas and for no other purpose whatever & and whether the said Condraigula Jaggunaut Row did not in Person or by his Cash Keeper or Gomastah afterwards that is to say on or about the said fifteenth day or some other time in the said Month of September tender unto the said & James Rodges the payment of the Sum of Ten Thousand Madras Pagodas as the Balance due by him on Account of the said Bill for Ten Thousand Madras & Pagodas and whether the said James Rodges did not refuse to receive the said Sum of Two Thousand Madras Pagodas under pretence that the same was not the full Balance due on Account of the said Bill but that there was due on Account thereof the said Sum of Five Thousand four Hundred and Twenty & One Madras Pagodas Twenty Twen fanams and forty Cash or some other & and what Sum and that the said James Rodges may be Decreed to



Your Orator the said Sum of Star Pagodas Seven Thousand, three Hundred and four Eight fanams and Sixty Cash together with all Interest and Costs of this Suit

May it Please this Worthy Court to Cause the said James Rodges to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatam and the Districts thereof personally to be and appear before this Worthy Court at a Certain time and place to be by this Worthy 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 Worthy Court shall seem Meet

&c

16. August 1788.

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

Edw. Garrow
Mayor

Popham
Spencer
Attornies for Complainant

A/c

Samuel Hodges Esqr. in Account Current with John Menzies Esqr.

Dr. ..... Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1786 | | | | 1786 | | | |
| August | 28 | To Amount Remitted from Condraigula Jaggarnaut Comdata or Account of this Accepted Bill for Mr. 10000 due 25 August | 8000. | August | 28 | By Amount Received from Condraigula Jaggarnaut Comdata on the Back of Accepted Bill for Mr. 10000 | 4981.32. |
| | | Mr. 4503. 18. 40. at 10/ Shint. | | | | Mr. 4503. 18. 40. at 10/ Shint. | |
| | | To Commission Brokerage or C. 38.00 | 38. — — | | | By Commission Brokerage or C. 38.00 | 38. — — |
| | | at 1/2 p Cent. | | | | at 1/2 p Cent. | |
| | | To Amount Remitted from Calcutta on the Balance of this above Bill | | | | By Amount Remitted in my Account Current | 442. 34. 22. |
| | | Drawn by Mr. Hastings on Mr. 2000 @ 10/ Shint Sicca Rupees 1616 | | | | Account dated 31. December 1786 | |
| | | in the Cavets of this Month | 38. 7. 32. | | | | 38. 7. 32. |
| | | To Balance on the following Loans to this Day at 12 p Cent p Annum | | | | By Balance | 22. — — |
| | | Pr. 1. 8800. for 1. 10. 17. | 1985. 36. 32. | | | | 60. 7. 32. |
| | | 22.00. | 22. — — | | | By Amount Remitted on Mr. 4503. 18. 40. from 28 August 1786 at Madras | 1124. 2. 26. |
| | | 1. 18. | 1. 18. — | | | Day 11. 16. 17. @ 12 p Cent p Annum | 416. 5. 52. |
| | | | | | | By Balance | 2360. 31. 40. |
| | | | 2462. 36. 32. | | | | 2462. 36. 32. |

Errors Excepted
Madras 1st July 1788.
J. Stratton
for John Menzies Esqr.

Examined
Pagodas
Pagodas

Taken Copy
J. Upham
J. Spencer
Attys. Compts.

Filed the 2 Septr. 1788.

In the Honorable the Mayors Court at Madraspatnam:

Between Sir John Menzies Baronet Complt.
and James Hodges Defendant

The above Named Sir John Menzies Maketh Oath and Saith that he hath received Credible Information upon Oath before Edward Garrow Esquire Mayor of Madraspatnam that Condraigula Jaggarnaut Row hath by himself or Cash Keeper Paid unto the above Named James Hodges the Sum of Eight Thousand Madras Pagodas in part payment of the accepted Bill of Exchange of



B

Exchange for M Rupees 10,000

Madras 20th July 1786.

At Thirty Days sight please pay this my first of Exchange Second and third not paid to John Menzies Esqr. or Order Ten Thousand Madras Pagodas Value Received from him in Cash and place the same to Account as of Advice from —

Condraigula Jagganaud Row
Masulipatam

Sir
Your Most Obedient Servant

Pay to James Hodges Esqr. or Order Value in Account with J. F. M. Esqrs.

Madras 20th July 1786.

John Menzies

Accepted the 25th July 1786.

Condraigula Jaggarnaut Row

August 28th Received in part of this Bill M Rupees 4123. 18. 40.

D. ..... Dr. ..... M Rupees 400. — — —

Taken Copy
J. Upham
J. Spencer
Attys. Compts.

of Six Thousand Madras Pagodas mentioned in the Account Current Annexed to the Bill of Complaint of this Deponent filed in this Honble Court against the said James Hodges on the Sixteenth Day of August last past since that the said Condraigula Jaggernaut Row hath by himself or his Cash Keeper Linked the further Sum of Two Thousand Madras Pagodas in full of the Balance of Principal Money due on the said Bill of Exchange of Six Thousand Madras Pagodas the Receipt of which said Sum of Eight Thousand Madras Pagodas and the Tender of the said Sum of Two Thousand Madras Pagodas form the Charges on which this Deponent hath founded his Claim against the above Named James Hodges in the said Bill of Complaint and the Account Current thereunto Annexed whereby this Deponent considers that the above Named James Hodges stands justly and truely indebted unto this Deponent in the Sum of Star Pagodas Seven Thousand three Hundred and four Eight fanams and Sixty Cash on the Interest thereon from the Fifteenth day of July last past being the Date of the said Account Current.

Sworn in Court
this 2d Sept. 1788.
James Taylor
Regr

John Menzies

Popham } attys for
Spencer } Compt.

Filed 16th Sept. 1788.

In the Honble the Mayors Court at Madrasputnam

Between Sir John Menzies Baronet Complainant and James Hodges Esquire Defendant

The Affidavit of the above Named Complainant—

The Above Named Sir John Menzies Maketh Oath and Saith that Condraigula Jaggernaut Row and Anthonoa Pantelo are material Witnesses for the matter in dispute between this Deponent and the above Named James Hodges and that the general Residence of the said



said Two Witnesses is at Masulipatam wherein he verily believes they may return before the above Cause will be at Issue and as the Merits of this Deponents Cause principally depend on the Evidence of these Two Persons this Deponent is apprehensive of losing their Testimony by a variety of Accidents in their Journey or otherwise if their Testimoney be postponed tile the Cause is at Issue especially as the Defendant hath this day filed a Dilatory Plea to the said Suit.

Sworn to in Court
this 16th Septr. 1788.
James Taylor
Regr

John Menzies

Popham } attys for
Spencer } Compt.

Filed 16th Sept. 1788.

The Demurrer of James Hodges of Masulipatam Esquire Defendant to the Bill of Complaint of Sir John Menzies Baronet Complainant.

The said Defendant by Protestation not confessing or Acknowledging all or any of the Matters or things in the Complainants Bill set forth to be true in such sort Manner and Form as the same are therein and thereby set forth and Alleged for Demurrer thereunto this Defendant saith, that it appears by the said Bill, that the Complainant doth charge this Defendant, first with having Received, a greater Sum of Money on his Account upon a certain Bill of Exchange drawn by Chuncalapooly Sittaramiah, on the twentieth day of July One thousand Seven Hundred and Eighty Six to the Order of the Complainant for Six thousand Madras Pagodas payable at thirty one days Sight by Condraigula Jaggernaut Row, and by the Complainant charged to have been endorsed over to this Defendant, than he charges that this Defendant hath given him the Complainant Credit for in this Defendants Account with him on the Twenty eighth day of August One thousand Seven Hundred and Eighty Six altho it appears by the Complainants own shewing that the said Complainant did allow and admit of the said Sum for which this Defendant had so given him the Complainant Credit by debited him therefore, and allowing this Defendant Commission thereon and no greater

greater a Sum, so long after, as the thirty first day of December in the same Year. &

And this Defendant for further Cause of Demurrer sheweth that it appears by the Complainants own shewing that the said Bill of Exchange is in the possession of the said Complainant, and by him Acknowledging to be unpaid and undischarged — And therefore this Defendant cannot now ought to be Responsible for the Sums of Money thereon Remaining due nor any part thereof. &

And this Defendant Saith that he cannot, without material prejudice, Answer to the said Bill of Complaint under the irregular Manner and form it now appears to be, And the Complainant, for want of such Regularity, is not entitled to call upon this Defendant to put in an Answer thereunto, Because in the Event of this Honble Court granting a Decree against this Defendant, upon the said Bill, which he humbly conceives cannot be the Case, this Defendant would be without Remedy against the said Chinealupooby Sittaramiah, the Drawer of the said Bill of Exchange or the said Conbreigula Jaggarnaut Row, upon whom the same is drawn, without commencing an Action against the said Complainant for the possession of the said Bill of Exchange —

Therefore this Defendant Saith that the Complainant to entitle himself to the Equity of this Honble Court ought first to do Equity which he hath not done, by demanding the Money due on the said Bill of Exchange from this Defendants while he also holds possession thereof, and Acknowledges the same to be undischarged —

Wherefore and for many other Errors and defects in the said Bill this Defendant doth Demurr and humbly prays the Judgment of this Honble Court whether he shall be compelled to make any other or further Answer thereto, And doth humbly pray to be hence dismissed with his Reasonable Costs and Charges in this behalf Most wrongfully sustained —

W. Dallas



Filed 29th Sept. 1788

## The Joinder of Sir John Menzies Baronet Complainant to the Demurrer of James Hodges Esquire Defendant

This Complainant Saith that Notwithstanding any thing in the above said Demurrer charged alledged or set forth by the said Defendant this Complainants Bill of Complaint ought not to be dismissed, For this Complainant Saith that the said Bill of Complaint and the matters and things therein set forth and charged are good certain and Sufficient in the Law whereon to maintain his Action against the defendant which said Matters and things he is ready and willing to aver maintain and prove in such Manner and form as this Honble Court shall think fit and for Joinder unto the said Demurrer this Complainant Saith as follows, first as to that part of the demurrer which goes to able this Complainants Right of Action Because this Complainant happened to have debited the defendant for a Certain Sum Acknowledged by the Defendant to have been received by him in part payment of the said Bill of Exchange and crediting the Defendant for Commission in his Account Current Closed the said thirty first day of December and thence inferring that this Complainant hath no Right of Action for any other or further Sum on account of the said Bill of Exchange, this Complainant for Joinder Saith that it appears by his Bill of Complaint that when he gave the Defendant Credit as aforesaid he had not then conceived that any greater or other Sum than the Sum so Debited had been paid or tendered to be paid for account of the said Bill of Exchange for Ten Thousand Madras Pagodas and that this Complainant was at that time entirely uninformed of all the illegal and unwarrantable Actings and doings of the said defendant in the premises which Actings and doings as stated and charged by this Complainant in his said Bill of Complaint are the very Grounds of this Complainants right of Action against the defendant —

And for Answer to that part of the demurrer which Says that the Bill of Exchange is still in the possession of this Complainant and being by him Acknowledged to be unpaid and undischarged the defendant ought not

not to be responsible for the Sums of Money thereon remaining due or any part thereof— This Complaint for Sincerity Saith that the Charges or Counts in this Complainants Bill of Complaint stated and charged are Two, the one for an absolute Conversion to the Defendants own use of the Sum of Five Thousand four Hundred and Seventy one Madras Pagodas Twenty Seven fanams and forty Cash received by the Defendant for this Complainants use and as this Complts Attorney, Agent or Factor from the said Condraigula Juggernaut Row in part payment of the said Bill of Exchange more than the Defendant gave Credit for in his Account with the Complainant and the other Charge or Count is for refusing the Tender of Two Thousand Madras Pagodas offered by the said Condraigula Juggernaut Row to the said Defendant as the Balance of Principal Money due on the said Bill of Exchange under pretence that a greater Sum to wit the Sum of Five Thousand four Hundred and Seventy one Pagodas Twenty Seven fanams and forty Cash was due by the said Condraigula Juggernaut Row— which said Sum together with the Interest thereon respectively from the date or which the former Sum was paid and the latter Sum was tendered to be paid by the said Condraigula Juggernaut Row or his Agent or Gomastah for his Account unto the said Defendant make up the Sum of Seven Thousand three Hundred and four Pagodas Eight fanams and Sixty Cash as charged by this Complainant in his said Bill of Complaint and the Account Current thereunto annexed— This Complainant therefore saith that the Defendant hath not any right whatever to the possession of the said Bill of Exchange even on payment of the said Sum of Three Thousand four Hundred and Seventy one Pagodas Twenty seven fanams and forty Cash or Two Thousand Pagodas and the Interest thereon respectively to this Complainant, because this Complainant by receiving the former Sum would only receive from the Defendant that Money which the Defendant while acting as this Complainants Attorney Agent or Factor received for this Complainants use, and in receiving the latter Sum this Complainant would only receive from the Defendant that Sum which the Defendant in like manner might and ought to have received for the use of this Complainant had he performed the duty which the Defendants as Attorney



Complainant owed to his Constituent and therefore the said Two Thousand Pagodas being the Amount of the Injury or damage done to the Complainant by the Defendant acting as his Attorney agent or Factor is chargable to the said Defendant by reason of his Malfeasance to his Constituent, and in no wise connected with the right of Possession of the Defendant to the said Bill of Exchange and by way of further Answer to the said second Cause of Demurrer this Complainant saith that was this Complainant to have tendered in his Bill of Complaint the delivery up of the Bill of Exchange in question to the Defendant on payment to the Sum sued for, such Tender would be a departure from the Spirit and Ground of this Complainants Right of Action against the Defendant and be an injury to the said Condraigula Juggernaut Row for as then it would give the Defendant a right of Action against the said Condraigula Juggernaut Row for Five Thousand four Hundred and Seventy one Pagodas Twenty Seven fanams and forty Cash as Principal Money due, under and by Virtue of the the said Bill of Exchange when it appears by this Complainants own shewing that the said Condraigula Juggernaut Row owes on Account thereof only the principal Sum of Two Thousand Pagodas and it would also be giving unto the Defendant a right of Action against this Complainant as Endorser of the said Bill of Exchange for the said Sum of Five Thousand four Hundred and Seventy one Pagodas, Twenty seven fanams and forty Cash when by this Complainants said Shewing there was only due thereon the said principal Sum of Two Thousand Madras Pagodas this Defendant therefore cannot tender the said Bill of Exchange to the Defendant under the circumstances aforesaid in its present state because by so doing he would injure the said Condraigula Juggernaut Row nor can he endorse the said Sum of Three Thousand four Hundred and Seventy One Pagodas, Twenty Seven fanams and forty Cash as received thereon until the Defendant hath paid it to him without injuring himself and as to the Claim Charge or Count of the Two Thousand Pagodas being the remaining Principal Money this Complainant Saith that the same is charged by way of Damage or Injury done by the Defendant to this Complainant and altho' arising out of the said Bill of Exchange it does not as this Complainant conceives appears to be so connected therewith as to have justified this Complainant in the former of Pleading to have tendered

tendered the delivery thereof under the especial circumstances of the Case – And by way of Joinder to that part of the Demurrer which states that the Defendant would be without remedy against the said Condraigula Jaggernaud Row without commencing an Action against this Complainant for the Possession of the said Bills of Exchange this Complainant saith that it appears to him that on the Event of this Honble Court giving Judgment for this Complainant those especial circumstances of the Case would give the as this Defendant Complainant conceives a right of Action against the said Condraigula Jaggernaut Row for the said Sum of Two thousand Madrass Pagodas as the Balance of Principal Money due on the said Bill of Exchange – and by way of further Joinder thereto as also by way of Joinder to the last part of the said Demurrer wherein the Defendant saith that this Complainant in Order to entitle himself to Equity ought to do Equity which the Defendant pretends this Complainant hath not done by demanding Money on the said Bill of Exchange while he held & possession thereof and acknowledges the same to be undischarged this Complainant saith that he hath in his Bill of Complaint declared that he is ready to produce the said Original Bill of Exchange when required, and therefore it rests with the Defendant to have prayed Oyer or Delivery thereof into this Honble Court to have abide the Judgment of this Honble Court thereon but the Defendant has not to have done prayed for such oyer and Delivery and have entered into a Justification or Defence of his Conduct upon the Merits thereof instead of evading any Investigation by a Dilatory Plea with a View of abating this Complainants right of Action by reason of Informality on such frivolous and evasive Pretexts

Wherefore and because this Complainant hath by his Affidavit &c Verified his demand against the Defendant this Complainant prays Judgment of this Honble Court upon his Cause upon the pleadings already had and that they will be pleased to decree to this Complainant payment of his Debt with Interest and Costs as in and by his Bill he hath already Prayed and to which this Complainant &c conceives himself intitled by the Pleadings already had in this Cause and by force and reason of the several Statutes expressly enacted and now in force for the discouragement of Dilatory Pleas by the Amendment of the Law and for the better advancement of Justice &c

Parkhame } for
Hodges } Complt



Mayor's Court at Madraspatnam } Saturday the 15th Day of November Anno Domini 1788

Present

Edward Garrow Esquire Mayor
James Call – William Webb
George Savage – Vincentio Corbett
Josias DuPre Porcher – Andrew Ross
Robert Milford – and Aldermen

Between Sir John Mungo Barronet Compt
and James Hodges of Madraspatnam Esquire
Defendant &c

The Demurrer and Joinder coming on to be Argued and Determined this Day in the presence of the Attornies on both Sides and the Court having had due Consideration thereon doth think fit to Order and doth accordingly Order that the Demurrer be thrown out with Costs And this Court doth Moreover think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and Just Sum of Seven Thousand three Hundred and four Pagodas Eight fanams and Sixty Cash / Pags 7304 . 8 . 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 and that the Complainant do on Receipt thereof deliver up to the Defendant the Bill of Exchange Mentioned in the Bill of Complaint

Per Curr

Court of Appeals
at
Madraspatnam } ss.

Saturday the 8th August
Anno Domini 1789

Between James Rodger of Masulipatam Esqr
Appellant and Sir John Macpherson Baronet Respondent

This Cause coming on this day to be heard and debated, before this
Court by the Attornies on both Sides upon hearing the Petition of Appeal and Answer
and the several Exhibits of the Honble the Mayor's Court together with the Order and
Decree of the said Court given in this Cause on Saturday the 15th 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 Attornies on both Sides
This Court doth think fit to Order and doth Accordingly Order that the said Order
of the Honble the Mayor's Court for the Demurrer to be thrown out with Costs be
affirmed but this Court doth think fit to Order and Decree that the Decree
of the said Mayor's Court in this Cause for the Defendant to pay unto the
Complainant Pagodas 7304..8.60 / with Interest be Reversed and the Defendant
is to be Allowed to put in his Answer to the Bill of Complaint and the Appellant
do pay the Costs in both Courts.

A true Copy

Chas. Nicholl
Clk.



To the Honble the Mayor's Court at Madraspatnam

Filed 12th November 1782.

Between Joseph de Cruz and Addyapah
Complainants and Comarapen Defendant

The Humble Petition of Paupa Reddy Veerabadra Naick of Madras
Inhabitant

Sheweth

That sometime on or about the Month of October last in the present year
of Our Lord One Thousand Seven Hundred and Eighty two, the Attorney at Law of
the said Defendant took out from this Honble Court a Warrant of Execution
against the Effects of the said Addyapah, one of the above Complainants to Enforce
the payment of a Certain Sum of Money for his the said Attorney's Fees due by
virtue of which said Warrant of Execution, the Sheriff of the Town of Madraspatnam
did Seize and Sequester certain Houses and Ground, the Property of and belonging
to the above said Addyapah one of the Complainants and particularly a House
and Ground Situated Lying and being at Peddy Naicks Pettah in Sairvey
Rowcars Pillair Pagoda Street between the Houses of Nandyampauchum Vencatesden
and Sotty cauvia Veerapermaul which said Premises and all the Appurtenances
thereunto belonging Your Petitioner Sheweth are and then were Mortgaged and
Assigned over by the said Addyapah unto Your Petitioner as and for a Security
of the punctual payment of the Principal Sum of Two Hundred Star Pagodas
with Interest which Sum was Lent and Advanced by Your Petitioner unto the
said Addyapah at his Special Instance and request, the particulars of which
Loan and the Mortgage Premises Your Petitioner Sheweth are fully Setforth
and described in the Original Mortgage Deed in the Malabar Language
now in Your Petitioners Possession and ready to be produced when this Honble
Court shall be required a True Translation whereof is hereunto Annexed for
the Inspection of this Honble Court and which Your Petitioner prays may be
Admitted as part of this his Petition Your Petitioner further Sheweth that

no

no part of the said Principal Sum of Two Hundred Star Pagodas or any part of the said Interest has been paid since the Day of the Date of the said Mortgage Deed, but that the same does now remain due to Your Petitioner.

Your Petitioner therefore prays this Honble Court that the Sheriff of the Town of Madraspatnam may be directed either to Pay off the full Amount of Your Petitioners Mortgage or to take off the Seal of his Office from the aforementioned Premises and be restrained from selling the same and that the said Premises may remained and be as a Security unto Your Petitioner as of Right pursuant to Your Petitioners Mortgage and that the said Sheriff may be further directed to pay the Costs of this Your Petitioner Application And your Petitioner as in duty Bound.

W. H. Ducarel
Atty. Petr.

Translation



# Translation of a Mortgage Bond Dated 7th August 1782.

I Aubuar Auduyappen of Madras do give this Mortgage Bond to Pappo Ready Vora-
-dra Naick of the same Place that is to say.

On My urgent Occasion I have Mortgaged to You the Bill of Sale of the House Granted to me by Saimara Cundeppen as there was no Choultry Bill of Sale for the said House and Borrowed and Received of You the Sum of 200 Two Hundred Star Pagodas Current Money of Madras which sum I promise to pay you on or before the 7th of October Next with such Interest as may become due thereon at the rate of 12 per Cent per Annum And for fault of the said payment then I bind myself to sell the said House and Discharge the said Debt thus I do give this Mortgage By my Consent.

Witnesses Irroovally cauny Mootiah Moodelliar and Chinnacovana nauen Sawmy Chitty by their Knowledge Drawn and Signed by the said Aubuar Auduyappen.

Witnesses Signed
Mootiah
Sawmy.

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

Soobarayyame
Interpr.

True Copy
W. H. Ducarel
Atty. for Compt.

In the Honble the Mayors Court at Madraspatnam.
Filed 11th March 1783.

Between Joseph de Cruz and Andepah of Madras Complainant and Comarappen of the same place Defendant

The Amended Answer of the said Defendant to the Petition of Pappo Ready Verabedra Naick &c.

This Respondent admits that the Attorney at Law for this Respondent took out from this Honble Court a Warrant of Execution against the Effects of the said

Said Audapah one of the above Complainants to Enforce the payment of a certain Sum or Sums of Money for his the said Attornies sake by Virtue of which Warrant of Execution the Sheriff of the Town of Madraspatnam might have seized and sequestered certain Houses and Ground the property of and belonging the above said Audapah one of the Complainants and particularly a House and Ground Situated lying and being at Pedda Naicks Pettah in cauvery Rowtrum Pillair Pagoda Street Triplicane the Houses of Nankeyampauhum Venkatachum and Tellycarra Veeraperumaul but this Respondent absolutely denies that the said premises and all the appurtenances thereunto belonging were or are the property of the said Petitioner by Virtue of or under any pretended Mortgage whatsoever because the said premises are subject and liable to satisfy in whole or in part as far as their Value at above Sale may extend the demand of this Respondent for fees due to his Attorney by Virtue of the Execution already mentioned.

This Respondent saith that Joseph de Cruz and Audapah the above Named Complainants and did file in this Honble Court a Bill of Complaint against this Respondent for the recovery of Payment of the Sum of One Hundred and Twenty four Pagodas and Thirty eight Fanams which they the said Complainants. said pretend was due to them from this Respondent to which Bill of Complaint this Respondent put in his Answer and stated his Obligation to such the demand of the said Complainant and afterwards the usual proceedings were had in the said Cause Issue was joined Witnesses were Examined Publication passed and the said Cause came on to be heard before this Honble Court on or about the Second day of July One Thousand Seven Hundred and Eighty four when this Honble Court was pleased to dismiss the said Bill of Complaint with double Costs of Suit as will more fully and at Large appear by a Copy of a Decree of this Honble Court which this Respondent hath annexed to this his Answer and prays that the same may be admitted and taken as part thereof this Respondent further saith that the said Joseph de Cruz and Audapah having



failed to satisfy or fulfill the said Decree at or before the Expiration of fourteen Days from the date thereof which is the time allowed by this Honble Court to satisfy or fulfill the Decrees thereof this Respondent did proceed to take out a Warrant of Execution against the Effects of the said Joseph de Cruz and Audapah in order to enforce the fulfilling of the said Decree under and by Virtue of which Warrant of Execution the Sheriff of the Town of Madraspatnam and the District thereof did in due form of Law seize and sequester a certain House or Houses and Ground the property of Audapah one of the above Named Complainants and did afterwards proceed according to Law to levy from the said Sequestred premises the payment of the Double Costs with which the said Complainants had been taxed by this Honble Court in manner already mentioned by advertizing the said Sequestred premises to be sold by public Auction And this Respondent further saith that the sale of the said Sequestered premises was stayed by Cowney Narrain Pillah and Triplicane Mootiah who in the Name of one Pappoo Reddy Veerabadra Naigue did file a Petition in this Honble Court setting forth that the said sequestered premises were the said petitioners property a Mortgage that the same had been Mortgaged to him by the said Audapah for the sum of Two Hundred Pagodas which said Claim this Respondent saith he hopes and doubts not to be able in due time to prove to be very ill founded and made with design to defraud and wrong this Respondent of his just Right and property in and to the said premises by Virtue of the said Decree of this Honble Court and the Execution granted in Consequence thereof.

And first this Respondent saith that he hath been informed and has great reason to believe that the Mortgage Bond exhibited and produced by the said Petitioner as a foundation for his Claim was not signed and Executed by the said Audapah or that the said Audapah did ever receive the Sum of two Hundred Pagodas from the Petitioner as a Consideration therefore —

This Respondent further Answereth that the Cadjan Bill of Sale produced by the said Petitioner has not been Signed and Confirmed by the Justice as the other Bill of Sale of the said Audapah have been and this Respondent saith that he knows that the said Audapah doth enjoy the said pretended Mortgaged premises without any regular Bill of Sale for the same and hath so enjoyed the said

Said promises for nine Years past and the truth is that the said Petitioner hath produced a Cadjan Bill in favor of one Swamara Considera who pretended that he had lent to Audapah the Sum of two Hundred Pagodas upon the Security of the said pretended Bill, which said Sum this Respondent saith that the said Petitioner had no right to advance or to take a Mortgage from the said Audapah for the same while his House was under the Seal of this Honble Court and if the Petitioner did accept such Mortgage he could not hold the same effectually & until payment should have been made of this Defendants demand for fees due as aforesaid to his Attorney at Law because the Warrant of Execution was granted by this Honble Court at the Expiration of fourteen days from the Second day of July last past and the Bond of the Petitioner is dated subsequently on the Seventh Day of August last as may more fully and at large appear by Reference had to a Copy of the said Decree and to a Copy of the said Petitioners Bond hereunto & respectively annexed for the Inspection of this Honble Court, this Respondent further saith that Triplicane Mootiah and Saverony who have set and subscribed their Names as Witnesses to the due Execution of the said Bond are he doth believe informed persons dependant upon and connected with the said Audapah & who have been the acting parties in procuring the said Mortgage Bond to be drawn out in the Name of Pappoo Reddy Veerabadra Naick the attainder this in fact the concealed Petitioner and without Knowledge of the said Pappoo Reddy Wherefore this Respondent prays that in case the aforesaid Triplicane Mootiah should appear as a Witness to the due Execution of the said Bond he may be ordered to take the Solemn Oath of the Permacoil Pagoda and afterwards to give his Evidence in this Cause—

All which Matters and things this Respondent humbly hopes to be able in due time to prove to the Satisfaction of this Honble Court and humbly prays that as the Tendency and Design of the Petitioner is to wrong and defraud this Respondent of the right he hath in the said premises this Honble Court will be pleased to Dismiss the said Petitioner and to Case the Petitioner with Exemplary Costs for his unjust and Litigious proceedings— James Johnson Advt.



Mayors Court at Madraspatnam } { Tuesday the 2d of July Anno Domini 1782

L. S.

Mayors Court

Present

Edward Garrow Esquire Mayor

William Webb and William Bram

Aldermen

Between Joseph de Brag and Audapah of Madraspatnam Inhabitant Complainants and Cinaraspah Moodelly of the same place aforesaid Inhabitant Defendant—

This Cause Coming on to be heard and Determined this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill & with Copy of an Account Current Annexed The Complainants Affidavit, the Defendants Answer with an Account Annexed the Replication, the General & Rejoinder the Interrogatories and Depositions on the part of the Complainants The Interrogatories and Depositions on the part of the Defendant with a Cadjan and Translate thereof 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 Complainants Bill do Stand Dismissed with Costs and it is further ordered and Decreed that the Complainants be taxed with double Costs of Suit

Pr Court

James Taylor

Regr.

a true Copy.

James Johnson

Atty. for the Respt

# Translation of a Mortgage Bond Dated 7th August 1782.

I Aulavar Audeyapen of Madras do give this Mortgage Bond to Pappa Reddy Veerabadra Naick of the same place Chief in the Fort &c

On my Urgent Occasion I have Mortgaged to You on the Bill of Sale of the House Granted to me Sawnara Cundapeen as there are no Regular Bill of Sale for the Said House and Borrowed and Received of You the Sum of 200 Four Hundred Star Pagodas Current Money of Madras which Sum I promise to pay You on or before the 7th of October Next with such Interest as may become due thereon at the rate of 12 per Cent per Annum, and failure of the Said payment then I bind myself to Sell the Said House and Discharge the Said Debt thus I do give Mortgage By my Consent Witnesses Successively every Mootiah Moodlie and Chinnacawnanum Lemmy Pillay, by their Knowledge Drawn and Signed by the Said Aulavar Audeyapen —

Witnesses Signed
Mootiah
Lemmy

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

Sockavayagamo
Interpr.

A true Copy
James Johnson
Atty. for the Resp.

Interrogatories to be Administered to such Witness as shall be produced Sworn and Examined on the Part and Behalf of the Petitioner in a Certain Affairs now Depending and at Issue in the Court of the Mayors Court at Madraspatnam wherein Pauppa Reddy Veerabadra Naick of Madras Inhabitant is Petitioner and Comarapen of the same place Inhabitant is Defendant in a Certain Cause Wherein Joseph de Cruz and Addyapah are Complainants and the said Comaraps is Defendant



To all the Witnesses } 1st Do you know the Parties Petitioner and Respondent in the above Affair and the Complainants and Defendants in the above Cause or either of them If yea how long have You so known them or either or any and which of them Declare —

To Mootiah and Lavanny } 2d Look at the Cadjan Bond or Obligation now shown to You at this the time of Your Examination Marked A purporting to be a Mortgage Bond from Audeyapah one of the Complainants in the Title of these Interrogatories Named unto Pauppa Reddy Veerabadra Naick the Petitioner in the Title of these Interrogatories also Named Did or did not the Said Complainant Audeyapah draw write out Sign and execute the Said Bond or who did draw write out or sign the said Bond for the Consideration therein expressed If yea Was you or was you not a Witness to Signing and delivery thereof on the Day of the date thereof or when and whether the Signature thereto Subscribed is or is not of the proper Hand Writing of the Said Complainant Audeyapah and You did or did not Sett and Subscribe Your Name to the due execution thereof in the presence of the other Subscribing Witness thereto And Whether Your Name and the Name of the other Subscribing Witness is or is not of Your and his proper hand Writing Declare the Same together with all and Singular the Matters and things You know relative to the Said Debt and Demand by the Complainant unto the Petitioner —

To all the Witnesses } 3d Do You know of any other Matters or things or have You heard or can You set forth any thing touching the Matters in Question in this Affair that may tend to the benefit or Advantage of the Petitioner besides what You have particularly Interrogated unto If yea Declare the Same fully and at large as if You had been thereunto particularly Interrogated —

W. H. Bird Pilly
Atty Compts

428.

Translation of a Mortgage Bond Dated 7th August 1782.

I Aulavar Audiyapah of Madras do give this Mortgage Bond to Cappo Reddy Vurrabadra Naich of the same place that is to say—

On my Urgent Occasion I have Mortgaged to you the Bill of Sale of the House, Granted to me by Saunara Condapien is there was no Choultry Bill of Sale for the said House, and Borrowed and Received of You the Sum of (200) Two Hundred Star Pagodas Current Money of Madras, which sum I Promise to Pay You on or before the 7th of October Next with such Interest as may become due thereon at the rate of (12) Cent per Annum Indefault of the said payment thereof I bind myself to sell the said House and Discharge the said Debt Thus I do give this Mortgage By my Consent Witnesses Seroovally cany Mootiah Moodelliar and Chenacavanum Sammy Pillah, by their Knowledge Drawn and Signed by the said Aulavar Audiapen— On the Dispose of the said Premises should raise more or less I bind myself to be Answerable—

Witnesses Signed
Mootiah
Sammy

True Translation as near as can be from the Malabar Language
Soobarayen
Interpte.

This Exhibit Marked A was shown to Mootiah and Sammy Pillah at the Respective times of their Examination before me On the Part of the Petitioner in a Cause depending in the Hon'ble the Mayor's Court at Madraspatanam wherein Cauppo Reddy Vurrabadra Naich Petitioner In the Cause of Joseph de Cruz and Addyapah vers Comarapien on the 18th Day of August Anno Domini 1785.

Joseph Chance
Actg. Exam.r

Mayor's Court at Madraspatnam

Between Cauppo Reddy Vurrabadra Naich of Madras Inhabitant is Petitioner and Comarapien of the same place Inhabitant is Respondent in a certain Cause wherein Joseph de Cruz and Addyapah Complainants and the said Comarapien Defendant

On the Part of the Petitioner.

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

Mootiah

Mortiah of Madras Dubash Aged 42 Years or thereabouts – being produced as a Witness in this Affair On the Part of the Petitioner was on the 18th Day of August 1785 Signified at the Office of Mr. Edward Ellis – who is Attorney for the Respondent by Vencatachellum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposith as followeth &c.

1st ..... To the first Interrogatory this Deponent saith, that he doth Know the Petitioner Caupa Reddy Veerabadra Naick in this Affair and that he hath so known him ten Years or thereabouts – and that he doth Know the Respondent Comarapen in this Affair, and that he hath so known him three Years or thereabouts – and that he doth not Know the Complainant Joseph de Cruz in this Cause – and that he doth know the Complainant Addyapah in this Cause, and that he hath so known him twenty Years or thereabouts – and that he doth know the Defendant Comarapen in this Cause, and that he hath so known him three Years or thereabouts – and more Saith not to this Interrogatory &c

2 ..... To the Second Interrogatory this Deponent saith, that the Mortgage Bond produced at the time of his Examination Marked A is in the Hand writing of Addyapah and was signed and executed by the said Addyapah in the presence of this Deponent who witnessed the same and that the Name of this Deponent and that of the other witness who Subscribed is their own proper hand writing – and more Saith not to this or the last Interrogatory &c

J Spalding
Exam.r

Mayor's Court at Madraspatnam

Between Caupa Reddy Veerabadra Naick of Madras Inhabitant is Petitioner and Comarapen of the same place Inhabitant is Respondent in a Certain Cause wherein Joseph de Cruz and Addyapah Complt. and the said Comarapen Defendant

On the Part of the Petitioner.

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

Sawmy Pillah of Madras Coniceply Aged 40 Years or thereabouts – being produced as a Witness in this Affair On the Part of the Petitioner was on the 18th Day of August 1785 Signified at the Office



of Mr. Edward Ellis who is Attorney for the Respondent by Vencatachellum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposith as followeth &c

1st ..... To the first Interrogatory this Deponent saith that he doth Know the Petitioner Caupa Reddy Veerabadra Naick in this Affair, and that he hath so known him five or six Years, and that he doth not Know the Respondent Comarapen in this Affair – and that he doth not know the Complainant Joseph de Cruz in this Cause – and that he doth Know the Complainant Addyapah in this Cause, and that he hath so known him five Years or thereabouts and that he doth not know the Defendant Comarapen in this Cause – and more Saith not to this Interrogatory &c

2 ..... To the Second Interrogatory this Deponent saith that the Mortgage Bond produced at the time of his Examination Marked A is in the Hand writing of Addyapah and was signed and executed by the said Addyapah in the presence of this Deponent who witnessed the same and that the Name of this Deponent and that of the other witness who Subscribed is their own proper hand writing – and more Saith not to this or the last Interrogatory &c

J Spalding
Exam.r

Witnesses Names
Vidamauda Moodelly
Chengleroy
Ballatty Pillah
Pondombalum
and
Depsorry Chitty

Interrogatories to be Administered to all such Witness as shall be Produced Sworn and Examined on the part and behalf of the Respondent in a certain Matters in dispute depending and now at Issue in the Honble the Mayor's Court at Madraspatnam wherein Caupa Reddy Veerabadra Naick was the Petitioner, and Comarapah Moodelliar the Respondent, which matter is now received by Caucala Narrumdoo as Administrator of the said Caupa Veerabadra Naick and Natchapah Moodelly Administrator of the said Comarapah Moodeliar Deceased

On the Part and behalf of the Respondent

1st Interrogatory
To all the Witnesses } Did You Know, or did You not know the Parties Petitioner and the Respondent

Respondent in their Life time, and who are in the Title of this Interrogatories Named or either and which of them, and do You Know or do You not Know Caucala Narsumaloo or Natchapah Moodelly the sureral and Respective Administrator to the said Petitioner and Respondent — or either and which of them, If Ysa! how long have You so known either and which of them particularly set forth and the truth Declare —

2d Interrogatory To Vidunbada Moodelly and Chengalroy } Do You Know or do You not Know, of any Mortgage or pretended Mortgage from Audiyapah to Pauppoo Reddy Vurrabadra Naick in his life time the Petitioner of a certain House and Ground heretofore the property of Chinnaswra Pundapen and Levied upon by the Sheriff of Madraspatnam, at the Suit of the Respondent If Ysa! declare the whole Transactions and Matters relative to the same as You know, have heard, or do believe, and particularly and fully set forth the same — to the best of Your Knowledge and Recollection and the truth declare —

3d Interrogatory To Callatty Pillah, Vydenada Moodelly Poroumbalum and Dasperry Chetty } Do You Know, or do You not Know, if Audiyapah was Indebted unto Pauppoo Reddy Vurrabadra Naick the Petitioner on or about the Month of July or August in the Year One Thousand Seven Hundred and Eighty two If Ysa! in how much or what Sum what Security has the Petitioner for the same — the whole of these Matters particularly set forth and the truth Declare

Last Interrogatory To all the Witnesses — } Do You Know of any other Matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the Respondent If Ysa declare the same, as You know have heard, or do believe together with the Reasons for such Your Belief as fully and particularly as if you had been thereunto particularly Interrogated

Edward Ellis
Atty. for the Respondent



Mayor's Court at Madraspatnam }

Between Pauppoo Reddy Vurrabadra Naick was the Petitioner and Comarapah Moodelliar the Respondent which matters is now revived by Caucala Narsumaloo as Administrator of the said Pauppoo Vurrabadra Naick and Natchapah Moodelly Administrator of the said Comarapah Moodelliar Deceased

On the Part of the Respondent

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

Vidunada Moodelly of Madras Dubash Aged 30 Years or thereabouts, being produced as a Witness in this Affair on the Part of the Respondent was on the 2d Day of December 1785 Sworn at the Office of Mr Henry Dudley who is Attorney for the Petitioner by Venkatachellum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent — and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1 ..... To the first Interrogatory this Deponent saith that he doth know the Petitioner Pauppoo Reddy Vurrabadra Naick in this Affair and that he hath so known him Seven or Eight Years — and that he doth know the Respondent Comarapah Moodelliar in this Affair and that he hath so known him Ten Years or thereabouts, this Deponent saith that he hath known Natchapah Moodelly about Ten Years — but that he doth not know Caucala Narsumaloo — and more saith not to this Interrogatory —

2 ..... To the Second Interrogatory this Deponent, saith that he doth know of a pretended Mortgage from Audiapah to Pauppoo Reddy Vurrabadra in his lifetime the Petitioner of a certain House and Ground heretofore the property of Chinnaswra Pundapen but this Deponent saith that he doth not know whether the said House and Ground was Levied upon by the Sheriff of Madraspatnam at the Suit of the Respondent — this Deponent further saith that at the desire of Comarapah the Respondent in this Cause he waited on Pappoo Reddy Vurrabadra Naick the Petitioner in this Cause — to ask if Audiyapah had Mortgaged his House and Ground to him — who replied that Audiyapah had not Mortgaged the House and Ground to him nor had he advanced any money on Account of it, and that Audiyapah and Triplicane Mootiah carried the Suit on in the Name of

of the Petitioner Caupoo Reddy Veerabadra Naick and more saith not to this Interrogatory

3d To the third Interrogatory this Deponent saith that he doth not know if Audiyapah was indebted to Caupoo Reddy Veerabadra Naick on or about the Months of July or August One Thousand Seven Hundred and Eighty two, and more saith not to this Interrogatory

To the last Interrogatory this Deponent saith that he was informed that no proper bill of Sale ever existed either in the Name of Chanawa Pookeyah or Audiyapah — and more saith not to this Interrogatory.

Joseph Shawe
Actg. Examr.

Mayor's Court at Madraspatnam.

Between Caupo Reddy Veerabadra Naick was the Petitioner and Comaraypah Moodelliar the Respondent which matters is now carried by Execute Narrumalo as Administrator of the said Caupo Veerabadra Naick and Natchapah Moodelly Administrator of the said Comaraypah Moodelliar deceased —

On the Part of the Respondent

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

Chingleroy of Madras Writer Aged 32. Years or thereabouts — being produced as a Witness in this Affair On the Part of the Respondent was on the 28th Day of November 1785 Sworn at the Office of Mr Henry Dis Pay who is Attorney for the Petitioner by Vivaetachellum my Servant who also left him a Note of the Name of the and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposith as followeth

1st To the first Interrogatory this Deponent saith, that he doth Know the Petitioner Caupo Reddy Veerabadra Naick in this Affair, and that he hath so known him four Years or thereabouts and that he doth Know the Respondent Comaraypah Moodelliar in this Affair, and that he hath so known him thirty Years or thereabouts preceding their decease — this Deponent further saith that he hath known Paucala Narrumalo about Six Months and Natchapah Moodelliar nearly two Years — and more saith not to this Interrogatory



2d To the Second Interrogatory this Deponent saith, that Audiyapah did on the Seventh day of August One Thousand Seven Hundred and Eighty two draw out and executed a pretended bond in the Name of the Petitioner Caupoo Reddy Veerabadra Naick in his life time — and that a Cadjan Bill of Sale of a Certain House and Ground the Property of Chanawa Cumbapen was mortgaged and assigned over by the said Audiyapah to the Petitioner Caupo Reddy Veerabadra Naick, for the pretended Sum of two Hundred Pagodas after the decree and warrant of Execution was issued against the effects of the said Audiyapah, for Costs of the Respondents suit which pretended bond the said Audiyapah delivered to Tripliecane Mootiah and ordered him to file a Petition in the Name of Caupo Reddy Veerabadra Naick, to prevent the said House and Ground from being disposed of by the Sheriff — and more saith not to this Interrogatory —

To the last Interrogatory this Deponent saith, that he and another person waited on the Petitioner Caupo Reddy Veerabadra Naick On the part of the Respondent Comaraypah Moodelliar to enquire if the Petitioner had lent any Money to Audiyapah on his House and Ground to which the Petitioner told this Deponent that he knew nothing of the matter, but that the pretended Mortgage Bond in question had been executed by Audiyapah and one Tripliecane Mootiah without his knowledge or consent, and further this Deponent saith, that in dependant of this pretended bond — he knows that the said Audiyapah drew out two more pretended bonds, one in the Name of this pretended bond — he knows that the said Audiyapah drew out two more pretended bonds, one in the Name of Messrs. George Savage Henry Casamajor and Thomas Powney executors to Mr. Mary Powney deceased, and the other in the Name of Pellisingah Pillah for a House and Ground situated in School Armegam Street — and more saith not to this Interrogatory —

Chingleroy —

Joseph Shawe
Actg. Examr.

Mayor's Court at Madraspatnam

Between Paupoo Reddy Veerabadra Naick was the Petitioner and Comaraspah Moodelliar the Respondent — which matter is now received by Paucala Narrumaloo as Administrator of the said Paupoo Reddy Veerabadra Naick and Natchapah Moodelly Administrator of the said Comaraspah Moodelliar Deceased —

On the Part of the Respondent —

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

Callasty Pillah of Madras Coricopley Aged 28 Years or thereabouts — being produced as a Witness in this Affair On the Part of the Respondent was on the 5th Day of December 1785 Sworn at the Office of Mr. Henry DeRoy who is Attorney for the Petitioner by Vencatachellum my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth not Know the Petitioner Paupoo Reddy Veerabadra Naick in this Affair but that he doth Know the Respondent Comaraspah Moodelliar in this Affair, and that he hath so Known him Seven or Eight Years, and that he doth not Know Paucala Narrumaloo Administrator to Paupoo Reddy Veerabadra Naick — but that he hath Known Natchapah Moodly about Seven or Eight Years Administrator to Comaraspah Moodelliar Deceased and more saith not to this Interrogatory —

3d ..... To the third Interrogatory this Deponent saith that he heard the Mudeyapah was not indebted unto Paupo Reddy Veerabadra Naick the Petitioner in this Affair, on or about the Month of July or August One Thousand Seven Hundred and Eighty two — and more saith not to this Interrogatory —

To the last Interrogatory this Deponent saith, that he Knows that the House and Ground in Litigation between Comaraspah Moodelliar and Paupoo Reddy Veerabadra Naick is at present in the possession of Mudeyapah — and more saith not to this Interrogatory —

Joseph Shawe
Atty. Examr.



Mayor's Court at Madraspatnam

Between Paupoo Reddy Veerabadra Naick was the Petitioner, and Comaraspah Moodelliar the Respondent, which matter is now received by Paucala Narrumaloo as Administrator of the said Paupoo Reddy Veerabadra Naick and Natchapah Moodelly Administrator of the said Comaraspah Moodelliar Deceased —

On the Part of the Respondent —

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

Dasserry Chitty of Madras Lapidary 30 Years or thereabouts, being produced as a Witness in this affair on the Part of the Respondent was on the 5th Day of December 1785 Sworn at the Office of Mr. Henry DeRoy who is Attorney for the Petitioner by Vencatachellum my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth not Know the Petitioner Paupoo Reddy Veerabadra Naick in this affair but that he doth Know the Respondent Comaraspah Moodelliar in this affair and that he hath so Known him fifteen Years or thereabouts — and that he likewise hath Known Paucala Narrumalo Administrator about four or five Years, and Natchapah Moodelly about Ten Years and more saith not to this Interrogatory —

3d ..... To the third Interrogatory this Deponent saith, that he Knows that Mudyapah was not indebted unto Paupo Reddy Veerabadra Naick the Petitioner in this Affair on or about the Month of July or August One Thousand Seven Hundred and Eighty two and more saith not to this Interrogatory —

To the last Interrogatory this Deponent saith, that the House and Ground now in dispute is in the actual possession of Mudyapah — and more saith not to this Interrog

Joseph Shawe
Atty. Examr.

Filed the 28th Novr 1786

In the Honorable the Mayors Court at Madraspatnam

Between Pappoo Reddy Veerabadra Naick Petitioner and Comaraspah Respondent which matter is Recivd by Paucala Narrumaloo as Administrator of the said Pappoo Reddy Veerabadra Naick and Natchapah Moodelly Administrator of the said Comaraspah Deceasd

In the Cause

Joseph de Cruz and Nadagapah Complainants and the said Comaraspah Defendant

Exceptions taken by the said Paucala Narrumaloo as Administrator as aforesaid to the Interrogatories and Depositions produced and exhibited on the part of the Respondent

First ---- The said Petitioner Excepts to the Interrogatories & Libell to Chiengleroy and to the Depositions given by him thereon because he the said Chiengleroy was Brother to Comaraspah the Defendant in this Cause and is Brother also to Natchapa the Administrators of the Estate of the said Comaraspah who is a Younger Brother to the said Chiengleroy and in that Relation ought not to be Admitted as a Witness as being an interested person who may Receive advantage by the event of the determination of the Petition and Answer by this Honble Court there not having been any diversion of the Estate previous to nor since the death of the said Comaraspah but the said Estate Remains entire and enjoyed in joint Tenancy by the said Chiengleroy Natchapa and Villapah consequently the said Chiengleroy is interested and his Evidence ought not to be admitted to be Read at the hearing of the matter in dispute between Your Petitioner and the said Natchapa as Administrator of the said Comaraspah

Wherefore the said Petitioner with Exception to the aforerecited Interrogatories and Depositions as illegal irregular and insufficient to be Read as Evidence at the hearing of the matter in dispute and humbly Prays that the same



same may over rule and set aside with Costs to be paid by that Respondent

W. Binny
Atty. Recpt.

Filed the 25th Novr 1788

In the Honble the Mayors Court at Madraspatnam

Between Pauppoo Reddy Veerabadra Naick Petitioner and Comaraspah Respondent which Matter is Recivd by Paucala Narrumaloo as Administrator of the said Pauppoo Reddy Veerabadra Naick and Natchapah Moodelly Administrator of the said Comaraspah Deceasd

In the Cause

Joseph de Cruz and Nadagapah Complainants and the said Comaraspah Defendant

Answer to the Exceptions taken by Paucala Narrumaloo as Administrator of Pappoo Reddy Veerabadra Naick and Natchapah Moodelly Administrator of Comaraspah Deceasd to the Interrogatories and Depositions produced and exhibited on the Part of the Respondent

This Respondent Says that the said Petitioner Ought not to have accepted to the Interrogatories exhibited to Chiengleroy and to the Depositions given by him thereon - because he says that Admitting the said Chiengleroy is a Brother yet such Relation does not by Law disqualify him as a Witness - as will appear in Bacon's Abridgement under Evidence Page 286 wherein it is expressly laid down in the following words that "No degree of Kindred or Affection as that of Parent of Child &c will discable a Person from being a Witness and that this holds as well in the Courts of Equity as in the common Law Courts Appears by 2. Chan: Ca: 39: 2. Ver. 79." and this Respondent says that there can be no Sufficient Reason why the Interrogatories and Depositions thereon of Natchapah Should not hold good for this he is Administrator of the Estate of the said Comaraspah who is

as Youngest Brother to the Said Chinglerry Yet Standing in that Relation he Ought in no Justice and Equity to be Admitted a Witness because he is not Interested farther in the Determination of the Petition and answer than having a Claim to Apart to the Estate which Claim can Never Biass him, as he must Reap the same Advantage from the Determination of this Honble Court whatever the Decision may be—

The Respondent therefore Conceives that the Exceptions given by the Petitioner to Prevent the Depositions which are beyond Doubt Proved to be Legal being fully established by the first Authority as well as Precedent to be Read at the Hearing of this Cause are futile negatory and deficient in point of Law and it is therefore Submitted to this Honble Court that if Consanguinity bears in any Measure the Evidence Adduced so as to Prevent it Operating with the same Force as the other Evidence before the Court—Yet there Appears no just Legal or good Reason why such Credit Should not be given to it as upon Consideration it May Appear to Merit—

Wherefore the Said Respondent doth insist that the before mentioned Interrogatories and Depositions are Legal Regular and Sufficient Evidence to be Read at the Hearing of the Matters in Dispute and humbly Craves that the Said Exceptions may be Over Ruled and Set a Side with Costs to be Paid by the Petitioner—

Chas. Jingles
Atty. for the Respondt.



Extract from the Minutes of a Court Held at the Town Hall on Saturday the 23d. Day of August Anno Domini 1788.

Present
Edward Garrow Esquire Mayor
James Call — William Webb
Sir John Menzies — George Savage
Josias Dupre Porcher and Andrew Ross
Aldermen

Joseph de Cruz and Muddyapah
vers
Comarapen

Petition of Pappoo Reddy Veerabadra Naick with Translation of Mortgage Bond Annexed Read
Amended Answer of Comarapen Read
Interrogatories on the Part of the Petitioner with Copy of a Cadjan Exhibit and Translate thereof Marked A. Annexed Read
Two Depositions taken thereto Read
Exceptions of the Petitioner to the Interrogatories to and the Depositions of Chinglerry and Natchiapen the Administrator of the Said Comarapen Read — Answer thereto Read
The Petitioners Exceptions and the Respondents Answer Coming on to be Argued and Determined — and the Court having had due Consideration thereon are of Opinion that the Exceptions are not well founded it is therefore Ordered that they be over-ruled with Costs — Interrogatories on the Part of the Respondent Read — Four Depositions taken thereto Read — The Witness No. 4. did not appear for Examination —

The Petition of Pauppoo Reddy Veerabadra Naick and the Respondents Answer thereto Coming on to be argued and Determined this day in the presence of the Attorneys on both Sides and the Court having had due Consideration thereon doth think fit to Order and doth Accordingly Order that the Petitioners Petition be Dismissed with Treble Costs of Suit —

941.

# Court of Appeals at Madraspatnam

Saturday the 25th August Anno Domini 1789.

Between Poucala Narrinsalo Administrator of Pacpoo Pedaty Venkabadra Deceased Appellant and Natchapah Mootelly Administrator of Covaraypah Moodelly Deceased Respondent

This Cause Coming on this day to be heard and debated before this Court by the Attornies on both Sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Order of the said Court given in this Cause on Saturday the 23d day of August Anno Domini 1788. upon due Consideration had of the Matters therein severally contained and of the Pleadings and Agreements used by the Attornies on both sides this Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Order of Honble the Mayors Court be and stand Affirmed and that the Appellants Petition be hence Dismissed with single Costs in both Courts.

Chas. N. White
Clk.

942.

Fides 12th Novr 1782

# To the Honble the Mayors Court at Madraspatnam

Between Joseph de Cruz and Addyapah Complainants and Comarapien Defendant

The Humble Petition of Ellenga Pillah of Madras Inhabitant

Sheweth

That Sometime on or about the Month of October last in the present Year of our Lord One thousand Seven Hundred and Eighty two, the Attorney at Law of the said Defendant took out from this Honble Court a Warrant of Execution against the Effects of the said Addyapah one of the above Complainants, to enforce the Payment of a Certain Sum of Money for his the said Attornies fees, by virtue of which said Warrant of Execution, the Sheriff of the Town of Madraspatnam did Seize and Sequester certain Houses and Grounds the Property of and belonging to the above said Addyapah one of the Complainants and particularly two Houses and Grounds Situated, lying and being at Vilda Naicks Pettah in Satanay Sagayens Street between the Houses of School Ammagan Moodelliar and Vaniagan Gilliapen and the said Sheriff did Accordingly Advertize that one of the said Houses and Grounds would be Sold by Publick Outcry on Monday the Eleventh of this Instant November, and that the other House and Ground would be Sold on Tuesday the Twelfth day following which said Premisses and all the Appurtenances thereunto belonging, Your Petitr. sheweth being Mortgaged and Assigned over by the said Addyapah unto Your Petitioner as and for a Security for the Payment of the Principal Sum of five Hundred Star Pagodas, with Interest, which Sum was Lent and Advanced by Your Petitioner unto the said Addyapah at his Special Instance and Request as the particulars of which Loan and the Mortgage Premisses Your Petitioner sheweth so fully set forth and described in the Original Mortgage Deed in the Malabar Language now in Your Petitioners Possession and Ready to be produced when this Honble Court shall Require a true Translation whereof is hereunto Annexed

for

for the Satisfaction of this Honble Court, and which if your Petitioner prays may be admitted as part of this his Petition, Your Petitioner further shews the that no part of the said Principal Sum of five Hundred Star Pagodas or any part of the said Interest has been paid since the day of the date of the said Mortgage Deed but that the same doth now remain due to your Petitioner

Your Petitioner therefore prays this Honble Court, that the Sheriff of the Town of Fort St. George may be directed to take off his Seals and be restrained from selling the Premises and that the said Premises may remain and be as a Security unto Your Petitioner for the Purposes the same were Mortgaged and that the said Sheriff may be further directed to pay the Cost of this your Petitioners Application

And your Petitioner as in duty bound
Shall ever Pray.

W. Dias Atty.
Atty. Petr.

## Translation of a Mortgage Bond Dated the 8th of February 1782.

Malavar Erudiapen of Madras do give this Mortgage Bond to Tillesingah Pillah Son of Ramalingah Pillah of the same place. That is to say.

My House Situated at Peddie Maichs Pillah in Salamy Logiam Street and between the Houses of Sokod Auroomoga Moodelliar, and Vaunya Yedlappen's behind to which House I have brought a Phase from one Ramca Vyboga Pillai the Choultry Bill of Sale of which and Certificate I have Mortgaged

to You and Borrowed and Received of You the Sum of 500 Pagodas five Hundred for which Sum the mortgage Premises is insufficient, therefore I do further agree Viz. Thereto, the means of Poonay Narrain Pillah have mortgaged to Mr. Savage Executor of Madam Powney the Choultry Bill of Sale of my House and the Choultry Bill of Sale of Sidapoorum Bundapens House and Borrowed some Money when the said Bundapen pay the Money and Redeem the Bill of Sale of his House, then I will pay the Sum with Interest I Borrowed and Redeem the Bill of Sale of my House and it will mortgage to You for the said 500 Pagodas in default of which then You will pay the Sum with Interest so what I been Borrowed of Mr. Savage and Redeem the said Bill of Sale and if You keep it Yourself then I promise to pay You the Sum that You will pay to Mr. Savage and 500 Pagodas which You Lent to me together with such Interest as may become due thereon at the rate of 12 p Cent p Annum on or before the 30th of September 1783. and Redeem the Mortgaged Premises, Indefault of the said Payment then You are impowered to sue me in the Honble Mayors Court and sell the Mortgaged House and Recover Your Money thus I do give this Mortgage Bond by my Consent. Witnesses Maunaby Ninacpah Moodeley, and Velooddumpaboo Iyode Moodeley by their Knowledge Drawn by Cavelayar Venkatachalatier of Sandoo

Witnesses Signed
Maunaby Ninacpah
Iyodee

Signed
Sidvar Sudyapah

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

Soobbarayaum
Interpr.

W. Dias Atty.
Atty. Petr.

Filed 11th Febry 1783

# In the Hoble the Mayors Court at Madraspatnam

Between Joseph de Cruz and Addyapah Complts and Comarapen Defendt

## The Answer of Comarapen of Madras Inhabitant to the Petition of Tillingapah Pillah of Madras Inhabitant

This Respondent Admits that Some time on or about the Month of October which was in the Year of our Lord One thousand Seven Hundred and Eighty two the Attorney of the said Respondent took from this Hoble Court a Warrant of Execution against the Effects of the said Addyapah one of the above Complainants to enforce the Payment of a certain Sum of Money for his the said Attorneys Security — Virtue of which said Warrant of Execution the Sheriff of the Town of Madraspatnam did Seize and Sequester certain Houses and Grounds the Property of and belonging to the above said Addyapah one of the Complainants and Particularly two Houses and Grounds Situated lying and being at Peria Naicks Pillah in Sattanay Sagayens Street between the Houses of Shoul Narrainpen Modelliar and Vaunigaon Vellapen and the said Sheriff did Accordingly Advertize that one of the said Houses and Grounds would be sold by Publick Outcry on Monday the Eleventh day of the Month of November in the said Year of our Lord One thousand Seven Hundred and Eighty two and that the other House and Ground would be Sold on Tuesday the Twelfth day following this Respondent denies that the said Premises and all the Appurtenances thereunto belonging were or are Mortgaged and Assigned Over by the said Addyapah unto the Petitioner Tillingapah pillah as and for a Security for the Payment of the said Principal Sum of Five Hundred Star Pagodas with Interest which Sum it is pretended was lent and Advanced by the said Petitioner unto the said Addyapah at his Special Instance and Request and most



unjustly Charged and Set forth in his said Petition to this Hoble Court

All which Matters and things this Respondent is ready and willing to prove to this Hoble Court and humbly Prays that the Sheriff may be Ordered or directed to proceed to the Sale of the said Sequestred Premises and that the Costs and Charges unjustly Sustained by this Respondent may be Awarded to be paid by the said Petitioner —

James Johnson
Atty. for the Respt.

## Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the Part and behalf of the Petitioner in a Certain Affair now Depending and at Issue in the Hoble the Mayors Court at Madraspatnam wherein Tillingapillah of Madras Inhabitant is Petitioner and Comarapen of the same place Inhabitant is Respondent in a Certain Cause wherein the Joseph de Cruz and Addyapah Complainants and the said Comarapen Defendant

To all the Witnesses

1st. Do you know the Parties Petitioner and Respondent in the above Affair and Complainant and Defendant in the above Cause or either or any of them If Yea how long have You so Known them or either or any and which of them Declare —

To Mannada Nyneapen and Iyodee Modelly

2d. Look upon the Deed or Cadjan writing now Produced and Shown to You at this the time of Your Examination Marked with the Letter M and Purporting to be a Mortgage Bond from Aulvar Audiapen one of the Complainants to the Petitioner both in the Title

of

11th 12th Febry 1783.

In the Honble the Mayors Court at Madraspatnam

Between Joseph de Cruz and Addyapah Complainants and Comaraspen Defendant.

The Answer of Comaraspen of Madras Inhabitant to the Petition of Tillesingapah Pillah of Madras Inhabitant.

This Respondent Admits that Some time on or about the Month of October which was in the Year of our Lord One Thousand Seven Hundred and Eighty two the Attorney of the said Respondent took from this Honble Court a Warrant of Execution against the Effects of the said Addyapah one of the above Complainants to enforce the Payment of a certain Sum of Money for his the said Attorneys Security by Vertue of which said Warrant of Execution The Sheriff of the Town of Madraspatnam did Seize and Sequester certain Houses and Grounds the Property of and belonging to the above said Addyapah one of the Complainants and Particularly two Houses and Grounds Situated lying and being at Peria Maicks Pillah in Sattanay Sagayens Street between the Houses of Thod Auromagum Modelliar and Vaunigum Mallapa and the said Sheriff did Accordingly Advertize that one of the said Houses and Grounds would be sold by Publick Outcry on Monday the Eleventh day of the Month of November in the said Year of our Lord One Thousand Seven Hundred and Eighty two and that the other House and Ground would be Sold on Tuesday the Twelveth day following this Respondent denies that the said Premises and all the Appurtenances thereunto belonging were or are Mortgaged and Assigned Over by the said Addyapah unto the Petitioner Tillesingah pillah as and for a Security for the Payment of the said Principal Sum of Five Hundred Star Pagodas with Interest which Sum it is pretended was lent and Advanced by the said Petitioner unto the said Addyapah at his Special Instance and Request and most unjustly



unjustly Charged and Set forth in his said Petition to this Honble Court

All which Matters and things this Respondent is ready and willing to prove to this Honble Court and humbly Prays that the Sheriff may be Ordered or directed to proceed to the Sale of the said Sequestred Premises and that the Costs and Charges unjustly Sustained by this Respondent may be Awarded to be paid by the said Petitioner

James Johnson
Atty. for the Respt.

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the Part and behalf of the Petitioner in a Certain Affair now Depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Tillesingapillah of Madras Inhabitant is Petitioner and Comaraspen of the same place Inhabitant is Respondent in a Certain Cause wherein the Joseph de Cruz and Addyapah Complainants and the said Comaraspen Defendant

To all the Witnesses

1st Do you know the Parties Petitioner and Respondent in the above Affair and Complainant and Defendant in the above Cause or either or any of them If yea how long have You so Known them or either or any and which of them Declare—

To Mannada Nyneapen and Iyodee Moodelly

2d Look upon the Deed or Cadjan writing now Produced and Shewn to You at this the time of Your Examination Marked with the Letter M and Purporting to be a Mortgage Bond from Aulvar Audeapen one of the Complainants to the Petitioner both in the Telle

of

of these Interrogatories Named, Was such Deed or Cadjan Writing Executed and Signed in yr Your Presence by the Said Aulwar Audeapen or by whom. was You a Subscribing Witness to the signing and Execution thereof, and is Your Name, Sett as a Witness thereto of Your own hand Writing, and Do you Know the Hand writing of the other Witness thereto, and whether is the same of the Proper hand writing of such Witness, and did You see him Sett his Name as a Subscribing Witness thereto. Sett forth the Particulars at Large According to the best of Your Knowledge Remembrance and belief

To Vaudeyar Vincatchalalier } 3. Look upon the Deed or Cadjan writing now Produced and Shewn to yr You at this the time of Your Examination Marked with the Letter A and purporting to be a Mortgage Bond from Aulwar Audeyapen to the Petitioner in the Title of these Interrogatories Named, did You or did You not Draw out the same and whether the whole of the Body of the Said Mortgage Bond is or is not of Your own Proper hand Writing, and whether You wrote and drew out the same by the desire and Consent of the Said Aulwar Audeapen or of whom did You see him the Said Aulwar Audeapen Sett and Subscribe his Name thereto in the presence of the Subscribing Witnesses and whether their and each of their names thereto Sett and Subscribed are or are not of their own Proper hand writing If You Declare the same to the best of yr Your Knowledge Remembrance and belief

To all the Witnesses } 4th Do You Know of any other matter or thing or have You heard or can You set forth any thing Touching the Matters in question in this Affair that may tend to the benefit or Advantage of the Petitioner besides what You have yr Particularly Interrogated unto If You Declare the same fully and at Large as if You had been thereunto Particularly Interrogated. yr

M. M. Bulfills
Atty. Petitr.

# Translation of a Mortgage Bond Dated the 2d of February 1782.

I Aulavar Audiappen of Madras do give this Mortgage Bond to Talsinga Pillah Son of Cavaluntangal Nistna pillah of the same Place that is to Say. —

My House Situated at Pedda Naicko Pillah in Sidney Logiums Street, and between the Houses of School Aurunaga Moodeliar and Vaungya Chettipim he hind to which House I have Bought a House from One Ramacca Vythinga Pillay the Choultry Bill of Sale of which and Certificate I have Mortgaged to You and Borrowed and Received of You the Sum (500). five Hundred Pagodas, for which Sum the Mortgaged Premises is in Sufficient, therefore Do further agree Viz. Through the Means of Powney Narraina Pillah have Mortgaged to Mr. Savage Executor of Madam Powney the Choultry Bill of Sale of my house, and the Choultry Bill of Sale of Ramapooram Condapien, Hindu and Borrowed Some Money when the said Condapien Pay the Money and Redeem the Bill of Sale of his House, then I will pay the Sum with Interest I Borrowed and Redeem the Bill of Sale of my House and I will Mortgage to You for the said (500) Pagodas in default of which then You will pay the Sum with Interest what I have Borrowed of Mr. Savage and Redeem the said Bill of Sale and if You Keep it Yourself, then I Promise to pay the Sum that You will pay to Mr. Savage and 500 Pagodas which You Lent Some together with such Interest as may become due thereon at the Rate of 12 ℔ Cent ℔ annum on or before the 30th of September 1783. and Redeem the Mortgage Premises, In default of the said Payment then You are empowered to Sue me in the Honble Mayors Court and Sell the Mortgaged House and Recover Your Money this I give this Mortgage Bond by my Consent Witnesses Mannoradu Nincapa Moodelly and Velloodeum Pedoo Iyade Moodelly by their Knowledge Drawn by Vaudyar Vincatachalatiar of Pondoo. —

Witnesses Signed
Mannada Nincapa
Iyade

Signed
Aulavar Audiyapien

A true Translation as Near as can be from the Malabar Language by me
Cochaveyagamy
Interpte.



This Exhibit Marked A was shown to Mannada Nincapah Iyade Moodelly, Vaudyar Vincatachelum and Narrain Pillah at the respective times of their Examination before me on the Part of the Petitioner in a Cause Depending in the Honble the Mayors Court at Madraspatnam wherein Tillisingah pillah Petitioner in the Cause of Joseph de Cruz and Addiyapah were Bonarapien on the 24th Day of October Anno Domini 1783. and 19th Day of December Anno Domini 1785. —

Joseph Shawe
Actg. Recr.

Mayors Court at Madraspatnam

Between Tillisingah pillah of Madras Inhabitant is Petitioner and Bonarapien of the Same Place Inhabitant is Respondent in a Certain Cause wherein the Joseph de Cruz and Addiyapah Complainants and the said Bonarapien Defendant On the Part of the Petitioner

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

Mannada Nincapah of Madras Dubash and Coniceptic Aged 47. or 48 Years being Produced as a Witness in this Affair On the Part of the Petitioner was on the 24th Day of October 1783. Signified at the Office of Mr. Jaques Johnson who is Attorney for the Respondent by Dumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponents and afterwards on the Same Day being Sworn and Examined Deposeth as followeth. —

1st ..... To the first Interrogatory this Deponent saith, that he doth Know the Petitioner Tillisingah pillah in this Affair and that he hath so Known him twenty Years or thereabouts — and that he doth Know the Respondent Bonarapien in this Affair and that he hath so known him twenty five Years or thereabouts — and that he doth Know the Complainant Joseph de Cruz in this Cause and that he hath so known him Seven or Eight Years — and that he doth Know the Complainant Audiapah in this Cause

Cause, and that he hath so known him twenty five Years or thereabouts and that he doth know the Defendant Comarapen in this Cause, and that he hath so known him twenty five Years or thereabouts to this Interrogatory &c

2d ..... To the second Interrogatory this Deponent saith, on producing and shewing to him at this the time of his Examination the Deed or Cadjan writing marked with the Letter M. purporting to be a Mortgage Bond from Aulvar Audeapen One of the Complainants to the Petitioner in the Title of these Interrogatories Named, that such Deed or Cadjan Writing was Executed and signed in his Presence by the said Aulvar Audeapen and that he was a Subscribing Witness to the signing and Execution thereof, and his Name Sett as a Witness thereto is of his own proper hand Writing and he doth know the Hand Writing of the other Witness thereto subscribed and the same is of the said Witness own Proper hand Writing and he did see him sett his Name as a Witness thereto, and more saith not to this or the last Interrogatory &c

Richd Deighton
Exam.

Mayors Court at Madraspatnam

Between Tellinga pillah of Madras Inhabitant is Petitioner and Comarapen of the same place Inhabitant is Respondent in a Certain Cause wherein the Joseph de Cruz and Aubapah Complainants and the said Comarapen Defendant

On the Part of the Petitioner

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

Iyodee Moodilly of Madras Merchant aged 45 Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioner was on the 21st Day of October 1783. Sworn and Examined at the Office of Mr. James Johnson who is also Interpreter assisting my Servant who also hath



of the said Deponent and afterwards on the same Day being Sworn and Examined &c Deposeth as followeth &c

To ..... To the first Interrogatory this Deponent saith, that he doth know the Petitioner Tellinga pillah in this Affair, and that he hath so known him twenty Years or thereabouts – and that he doth not know the Respondent Comarapen in this Affair – and that he doth not know the Complainant Joseph de Cruz in this Cause – and that he doth know the Complainant Aubapah in this Cause, and that he hath so known him twenty Years or thereabouts and that he doth not know the Defendant Comarapen in this Cause – and more saith not to this Interrogatory &c

2d ..... To the second Interrogatory this Deponent saith, on producing and shewing to him at this the time of his Examination the Deed or Cadjan writing marked with the Letter M. purporting to be a Mortgage Bond from Aulvar Audeapen one of the Complainants to the Petitioner in the Title of these Interrogatories Named that such Deed or Cadjan Writing was Executed and Signed in his Presence by the said Aulvar Audeapen and that he was a Subscribing Witness to the signing and Execution thereof, and his Name Sett as a Witness is of his own proper hand Writing and he doth know the Hand Writing of the other Witness thereto Subscribed and the same is of the said Witness own Proper hand Writing and he did see him Sett his Name as a Witness thereto – and more saith not to the last Interrogatory – &c

Richd Deighton
Exam.

Mayors Court at Madraspatnam

Between Tellinga pillah of Madras Inhabitant is Petitioner and Comarapen of the same place Inhabitant is Respondent in a Certain Cause wherein the Joseph de Cruz and Aubapah Complainants and the said Comarapen Defendant

On the Part of the Petitioner

Dep.

Cause, and that he hath so known him twenty five Years or thereabouts and that he doth know the Defendant Comarapien in this Cause, and that he hath so known him twenty five Years or thereabouts — and more saith not to this Interrogatory —

2. To the second Interrogatory this Deponent saith, on producing and showing to him at this the time of his Examination the Deed or Cadjan writing marked with the Letter A. purporting to be a Mortgage Bond from Aulvar Audiapen One of the Complainants to the Petitioner in the Title of these Interrogatories Named, that such Deed or Cadjan Writing was Executed and signed in his Presence by the said Aulvar Audiapen and that he was a Subscribing Witness to the signing and Execution thereof, and his Name sett as a Witness thereto is of his own proper hand Writing and he doth know the Hand Writing of the other Witness thereto subscribed and the same is of the said Witnesses own proper hand Writing and he did see him sett his Name as a Witness thereto, and more saith not to this or the last Interrogatory —

Richd Deighton
Exam.

Mayors Court at Madraspatnam

Between Tellisinga pillah of Madras Inhabitant is Petitioner and Comarapien of the same place Inhabitant is Defendant in a Certain Cause wherein the Joseph de Cruz and Audiapah Complainants and the said Comarapien Defendant

On the Part of the Petitioner

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

Jyodee Moodelly of Madras Merchant aged 46 Years or thereabouts being produced as a Witness in the Affair On the Part of the Petitioner made on this 21st Day of October 1783. Signified at the Office of Mr. James Johnson who is Attorney for the said Defendant by Commanding my Servant who also left him a Note of the Name Tellisinga



of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

To the first Interrogatory this Deponent saith, that he doth know the Petitioner Tellisinga pillah in this Affair, and that he hath so known him twenty Years or thereabouts — and that he doth not know the Respondent Comarapien in this Affair — and that he doth not know the Complainant Joseph de Cruz in this Cause — and that he doth know the Complainant Audiapah in this Cause, and that he hath so known him twenty Years or thereabouts — and that he doth not know the Defendant Comarapien in this Cause — and more saith not to this Interrogatory —

2. To the second Interrogatory this Deponent saith, on producing and showing to him at this the time of his Examination the Deed or Cadjan writing marked with the Letter A. purporting to be a Mortgage Bond from Aulvar Audiapen one of the Complainants to the Petitioner in the Title of these Interrogatories Named that such Deed or Cadjan Writing was Executed and Signed in his Presence by the said Aulvar Audiapen and that he was a Subscribing Witness to the signing and Execution thereof, and his Name sett as a Witness is of his own proper hand Writing and he doth know the Hand Writing of the other Witness thereto Subscribed and the same is of the said Witnesses own Proper hand Writing and he did see him sett his Name as a Witness thereto — and more saith not to the last Interrogatory —

Richd Deighton
Exam.

Mayors Court at Madraspatnam

Between Tellisinga pillah of Madras Inhabitant is Petitioner and Comarapen of the same place Inhabitant is Respondent in a Certain Cause wherein the Joseph de Cruz and Audiapah Complainants and the said Comarapien Defendant

On the Part of the Petitioner

Dep.

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

Vaudiyar Vencatachalatier of Madras Schoolmaster Aged 23 Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioner was on the 24 Day of October 1783 Sworn and Examined Deposeth as followeth &c.

To the first Interrogatory this Deponent saith, that he doth Know the Petitioner Tellisinga pillah in this Affair and that he hath so Known him two Years or thereabouts — and that he doth not Know the Respondent Comarapen in this Affair — and that he doth not Know the Complainant Joseph de Cruz in this Cause — but he doth Know the Complainants Audeapah in this Cause — and that he hath so known him ten Years or thereabouts — and that he doth not Know the Defendant Comarapen in this Cause — and more Saith not to this Interrogatory &c.

To the third Interrogatory this Deponent saith, on producing and shewing to him at this the time of his Examination and Deed or Cadjan writing &c marked with the Letter A purporting to be a Mortgage Bond from Aulwar Audeapen to the Petitioner in the Title of these Interrogatories Named that he did draw out the same and the whole of the Body of the said Mortgage Bond, is of his own Proper hand writing the whole and drew out the same at the desire and with the Consent of the said Aulwar Audeapen and this Deponent saith that he did see him the said Aulwar Audeapen sign and Subscribe his Name thereto in the presence of the Subscribing Witnesses and each of their Names thereto Sett and Subscribed as Witnesses are of their own Proper hand Writing — and more Saith not to this or the last Interrogatory.

Rich.d Digilton
Exam.r



Additional Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Petitioner in a Certain Affair now depending and at Issue in the Honble the Mayor's Court at Madras Patnam wherein Tellisinga Pillah of Madras Inhabitant is Petitioner and Comarapen of the same place Inhabitant is Respondent in a Certain Cause wherein Joseph de Cruz and Audeapah are the Complainants and the said Comarapen is the Defr.

To Narrain Pillah — 1st Do You Know the Parties Petitioner and Respondent in the above Affair and Complainant and Defendant in the above Cause or either or any of them If yea how long have You so Known them or either or any and which of them Declare &c.

To Ditto — 2d Look upon the paper Writing now Shown to You at this the time of Your Examination Marked A purporting to be a Mortgage Bond from Addayapah one of the Complainants in the Title of these Interrogatories Named to Tellisingapillah the Petitioner in the Matter in Dispute, Do You Know, have You heard, and been informed whether the Consideration therein mentioned, Viz.t, the Sum of Five Hundred Pagodas, was or was not paid by the said Petitioner to the said Complainant and when, and where Declare the same particularly and whether all or any and what part of the said principal or the Interest thereon is or is not are or are not paid and to what Amount Look at the Chowltry Certificate or Bills of Sale or Title Deeds now Shown to You at this the time of Your Examination marked No. 8161 and 8162 Whether were both the same delivered at the time of signing and executing the aforesaid Mortgage Bond You were before interrogated to or when as and for the Mortgage and Security therein Mentioned and specified —

Look at the Chowltry Bills of Sale or Title Deeds Marked No. 925 and

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

Vaudiyar Vencatachalatier of Madras Schoolmaster Aged 28 Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioner was on the 24th Day of October 1783. Signified at the Office of Mr. James Johnson who is Attorney for the Respondent by Beating any Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followith.

1st ..... To the first Interrogatory this Deponent saith, that he doth Know the Petitioner Tellisinga pillah in this Affair and that he hath so Known him two Years or thereabouts — and that he doth not Know the Respondent Comarapen in this Affair — and that he doth not Know the Complainants Joseph de Cruz in this Cause — but he doth Know the Complainants Audeapah in this Cause — and that he hath so Known him ten Years or thereabouts — and that he doth not Know the Defendant Comarapen in this Cause — and more Saith not to this Interrogatory.

2d ..... To the third Interrogatory this Deponent saith, on Producing and shewing to him at this the time of this Examination and Deed or Cadjan writing marked with the Letter A purporting to be a Mortgage Bond from Aulavar Audeapen to the Petitioner in the Title of these Interrogatories Named that he did draw out the same and the whole of the Body of the said Mortgage Bond, is of his own Proper hand writing he wrote and drew out the same at the desire and with the Consent of the said Aulavar Audeapen and this Deponent saith that he did see him the said Aulavar Audeapen Sett and Subscribe his Name thereto in the presence of the Subscribing Witnesses and each of their Names thereto Sett and Subscribed as Witnesses are of their own Proper hand Writing — and more Saith not to this or the last Interrogatory.

Richd Brighton
Exam.



Additional Interrogatories to be Administred to Such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Petitioner in a Certain Affair now depending and at Issue in the Noble the Mayors Court at Madras patnam wherein Tellisinga Pillah of Madras Inhabitant is Petitioner and Comarapen of the same place Inhabitant is Respondent in a Certain Cause wherein Joseph de Cruz and Audyapah are the Complainants and the said Comarapen is the Deft.

To Narrain Pillah ... 1st Do You Know the Parties Petitioner and Respondent in the above Affair and Complainant and Defendant in the above Cause or either or any of them If Yea how long have You so Known them or either or any and which of them Declare &c.

To Ditto ... 2d Look upon the paper Writing now Shown to You at this the time of Your Examination Marked A purporting to be a Mortgage Bond from Addyapah one of the Complainants in the Title of these Interrogatories Named to Tellisinga pillah the Petitioner in the Matter in dispute, Do You Know, have You heard, and been informed whether the Consideration therein mentioned, viz. the Sum of Five Hundred Pagodas, was or was not paid by the said Petitioner to the said Complainant and when, and where Declare the same particularly and whether all or any and what part of the said principal or the Interest thereon is or is not are or are not paid and to what Amount Look at the Chaultry Certificate or Bills of Sale or Title Deeds now Shown to You at this the time of Your Examination marked No. 8161. and 8162. Whether were both the same delivered at the time of signing and executing the aforesaid Mortgage Bond You were before interrogated to or when as and for the Mortgage and Security therein Mentioned and specified —

Look at the Chaultry Bills of Sale or Title Deeds Marked No. 925. and

and 24th. now Shown to You at this the time of Your Examination, whither are both or either and which there of the Bills of Sale of the House referred to in the aforesaid Mortgage Bond, and whether One or more Houses are built on the Premises therein specified If Yea whether, the said House is or is not Situated to the front of the Premises specified in aforesaid Certificate Bills of Sale or Title Deeds Marked No. 3161. and 3162. or where Did You or did You not Receive the aforesaid Bills of Sale or Title Deeds for and on behalf and Account of the Petitioner by Virtue of the aforementioned Mortgage Bond or on any other and what Account, And from whom, and in whose presence, declare the particular circumstances relating to the same, And of Your receiving the same and by what right and Authority, and all and every the particulars Relating to and touching the Premises According to the best of Your Knowledge Remembrance and belief.

To Ditto... 3. Do You know of any other matter or thing or have You heard or can You set forth any thing touching the matter in question in this affair that may tend to the Benefit or advantage of the Petitioner besides what You have particularly Interrogated unto If Yea Declare the same fully and at large as if You had been thereunto particularly Interrogated.

W. H. Du Pre
Fiscl. Compt.

No. 3161.

This is to Certify, that Vibogapillay and Yagambrapillay have this day appeared before us, and produced Tanampillay Sethapah and Maulore Veerdapah. Parsons of Cubit, who declare that they have known the said Vibogapillay and Yagambrapillah fifteen Years, and that they know they are in Possession of a House & Ground formerly bought from Trevandapillilay containing in length from East to West fifty Six feet and a half, and in Breadth from North to South Twenty feet, which Premises are Situated at Peada Maicks pittah, in Ramakristna pillahs Street Between the Houses of the said Tanampillay Irsapah & Mangala Singanah which Premises

L. S.

Examined W.H.D.P.



they have been Possessed of fifteen Years, without any dispute or Question of their Right thereto. That Moreover a proper Advertizement was duely affixed Upon the Door of the above mentioned House one Month before the Drawing of this Certificate all which the said Witnesses Allege, they Declare Without any interest or View of private Advantage to themselves, the said Vibogapillay and Yagambra pillay likewise Aver, that they are now in full and Lawfull Possession of the said House and Ground, free from any Mortgage or incumbrance whatever But that the Bill of Sale of the said Premises has been lost, The above Premises having been Examined and Measured by Ramapah Bricklayer employed on that Service are Valued by him at the Sum of One Hundred Pagodas To Testify the truth whereof We have hereunto Set Our Hands and Caused the Seal of the Choultry Court at Fort Saint George to be Affixed this Tenth day of January One Thousand Seven Hundred and Eighty

Witness

Tanampitty Irsapah

Maulore Veerdapah

Yagoo Armogam for the

Sam. Johnson
Justice

W. Williams
Justice

Registered in Fort St. George
the
this 20. day of January 1781.

William Ross
Regr.

This Bill of Sale No. 3161. was Shown to Narrain Pillah at the time of his Examination before me on the Part of the Petitioner in a Cause depending in the Hobble the Mayors Court at Madraspatam wherein Villiangah pillah Petitioner in the Cause of Joseph de Cruz and Adayapah were Defendants on the 15th Day of December Anno Dominí 1785.

Joseph Shaw
Secty. Exam.

957.

№ 3162.

L.S.

Know all Men by these presents, that We Vibogapillah and Yagambrapillah for and in Consideration of the Sum of One Hundred Pagodas to us in hand Paid by Cauneyambauchum Audiapah Moodelly Have & Bargained and Sold and Do hereby bargain and Sell unto the said Cauneyambauchum Audiapah Moodelly a House and Ground Containing in Length from East to West fifty six feet and a half and in Breadth from North to South Twenty feet, which premises Are Situated at Pedda Naicken pettah in Ramakristnapettays Street, Between the Houses of Janampettay & Issapah and Mangala Singaiah; As Appears by a Choultry Certificate № 3161. Granted to the said Vibogapillay and Yagambrapillay, To have and to Hold the said House and Ground and every part thereof With all the Appurtenances Now belonging to the same unto the Above Named Cauneyambauchum Audiapah Moodelly his heirs and Assigns for ever

In Witness Whereof We have hereunto Set Our hands, in Fort Saint George this Tenth day of January One Thousand Seven Hundred and Eighty —

Witness

Manaly Nincapah

Cacauney Iyanah

the Town Conicoply Pariayah

Registered in Fort St. George
this 20th day of January 1781.

William Ross
Regr.

This Bill of Sale № 3162. was Shewn to Narrain Pilla at the time of his Examination before me on the Part of the Petitioner in a Cause depending in the Hon'ble the Mayor's Court at Madrasspatnam wherein Tellesingah Pillay Petitioner in the Cause of Joseph & Gray and Audiapah Defts. Comarapien on the 19th Day of December Anno Domini 1785.

Joseph Shawe
Actg. Exam.r

958.

Know all Men by these Presents that I Moodoo Naicke for and in

№ 2498. Consideration of the Sum of Sixty Pagodas to me in hand paid by Aulvaroo Audiapah Have bargained and Sold and Do hereby bargain and Sell unto the said Aulvaroo Audiapah a House and Ground Containing in Length from East to West Sixty feet, and in Breadth from North to South Twenty two feet which Premises are Situated at Pedda naicke Pettah in Sautoray Lowgiah Street Between the Houses of Nellamootah and the said Aulvaroo Audiapah To have and to Hold the said House and Ground and every part thereof with all the Appurtenances now belonging to the same, unto the aforenamed Aulvaroo Audiapah his Heirs and Assigns for ever In Witness whereof I have here unto set my hand in Fort Saint George this 14th day of March One Thousand Seven Hundred and Sixty five —

L.S.

6 d.

Chas. Bourchier
Geo. Stratton
} Justices

Witness
Vurdapah
Comarasammy

Registered in Fort Saint George
this 16th day of March 1785.

Tho. Ratcliffe
Regr.

This Bill of Sale № 2498. was Shewn to Narrain Pillah at the time of his Examination before me on the Part of the Petitioner in a Cause depending in the Hon'ble the Mayor's Court at Madrasspatnam wherein Tellesingah Pillah Petitioner in the Cause of Joseph & Gray and Audiapah Defts. Comarapien on the 19th Day of December Anno Domini 1785.

Joseph Shawe
Actg. Exam.r

№ 1925.

L. S.

Know all Men by these Presents that I Subramonia Pillah for and in Consideration of the Sum of One Hundred Pagodas to me in hand Paid by Audiapah Shave Bargained and Sold and do hereby Bargain and Sell unto the Said Audiapah a House and Ground Containing in Length from East to West Sixty feet, and in Breadth from North to South, Twenty feet, which Premises are Situated at Peddanaick Pillah in Sattony Lojiah Street Between the Houses of Muttaly and Chinnapah Shave and to Hold the said House and Ground and every part thereof, with all the Appurtenances now belonging to the same unto the above Named Audiapah his Heirs and Assigns for ever In Witness whereof I have hereunto set my Hand and the Presence of the Town Corricoply and Mattaye Armagum who have Examined the above writing to me in Malabar Language in Fort Saint George this 13th day of August One Thousand Seven Hundred and Sixty three—

Witnesses

Robt. Palk
Chas. Bourchier
} Justices

Registered in Fort St. George
the 26th day of September 1763.
Jas. Bourchier
Regr.

This Bill of Sale № 1925 was Shown to Narrain Pillah at the time of his Examination before me On the Part of the Petitioner in a Cause depending in the Worble the Mayors Court at Madraspatanam wherein Sillisingapillah Petitioner in the Cause of Joseph de Cruz and Addyapah wart. Comarapen on the 19th Day of December Anno Domini 1785.

Joseph Shaave
Actg. Exam.



Mayor's Court at Madraspatnam

Between Sillisinga Pillah of Madras Inhabitant is Petitioner and Comarapen of the Same place Inhabitant is Respondent in a Certain Cause wherein Joseph de Cruz and Anaddyapah Complainants and the said Comarapen Defendant

On the Part of the Petitioner

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

Narrain Pillah of Madras Coniceply Aged about 65 Years—being Produced as a Witness in this affair On the Part of Petitioner was on the 19th Day of December 1785. Signified at the Office of Mr. Edward Ellis—who is Attorney for the Respondent by Vencatachellum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1st ..... To the first Interrogatory this Deponent saith, that he hath known Sillisinga Pillah the Petitioner in this Affair about thirty Years, and Comarapen the Respondent in this Affair about twenty Years—and that he hath also known Joseph de Cruz and Addyapah, the former, about three Years, the Latter about twenty Years and that he hath known Comarapen the Defendant in this Cause about twenty Years and more Saith not to this Interrogatory—

2d ..... To the Second Interrogatory this Deponent saith, that the paper Writing now Shown to him at this the time of his Examination marked A is a Mortgage bond from Addyapah one of the Complainants in the Title of these Interrogatories named to Sillisingapillah the Petitioner in the Matter of dispute and that he doth know from his own Knowledge that the Consideration therein mentioned To Wit, the Sum of Five Hundred Pagodas was actually Paid by the said Petitioner to the said Complainant the day the Mortgage bond was granted at the House of Sillisingah Pillah, this Deponent further saith, that neither Principal or Interest of the said five Hundred Pagodas has been received, and that the Choultry Certificate or Bills of Sale or Title Deeds now Shown to him this

this Deponent at this the time of his Examination marked N°. 8161. & 8162. were both delivered at the time of Signing and executing the aforesaid Mortgage Bond, this Deponent saith, that the Choultry Bills of Sale marked N°. 1925. & 2493. Shewn to him at this the time of his Examination are the Bills of Sale of the House referred to in the aforesaid Mortgage bond — and that only one House is built on the premises therein Specified — and situated to the front of the premises specified in aforesaid Certificate Bill of Sale or Title Deeds Marked N°. 8161. & 8162. This Deponent further Saith, that he did receive the Bills of Sale or Title deeds for on Account of the Petitioner by Virtue of the aforesaid mortgaged bond from Pandapah, and in the presence of Joyapah Modelliar Dubash to Mr. Savage and which this Deponent received by virtue of an order from the Petitioner which Bills of Sale he afterwards delivered over to the Said Petitioner — and more Saith not to this or the last Interrogatory.

Joseph Shave
Acty. &c.

3 Witnesses Sworn

## Interrogatories to be Administered to Witnesses to be produced Sworn and Examined on the part and behalf of Comarapen Respondent to the Petition of Villaiduon & Peta in the Cause of Joseph de Cruz and Addyapah against the Said Comarapen —

**Imprimis to all the Witnesses** Do you know the Parties Petitioning and Respondent or the parties Complainant and Defendant or either and which of them? How long have you known them or either and which of them? Declare the Truth and your knowledge therein —

**To Joseph de Cruz** 2. Item Do you know or are you informed of any Circumstance touching a Suit commenced against the Respondent in this Cause If yea by whom was such Suit commenced and for what Sum of Money and on what Account what was the Judgment or Decree which passed in Consequence of the said Suit and when did the same pass or was the same pronounced? Declare your knowledge and the Truth therein. —

To



**To Villaiduon, Joseph de Cruz, Chinglevoy, Layapah Modelly, Mallayen, Chocapilla, Ninnapah Modelly, Sydaporam Condapen** 3. Item Do you know or were you informed of any Circumstances touching a Decree which passed in the above Cause, for what Sum the same was passed and on what Account and what Proceedings were had to inforce the same Declare the Truth of your Knowledge or Belief therein with the Reasons of such Your Belief.

**To Chinglevoy** 4th Item have you heard been informed of or do you know any thing touching or concerning the Nature foundation or Cause of any Petition or Petitions to the Worble the Mayors Court intended to stay the inforcing of the Decree or Judgment passed and given in the above Cause — If yea declare fully Clearly and unequivocally Your Knowledge therein and thereof with the Records of such Your Knowledge or of such Your Belief

**To Villaiduon, Chinglevoy, Layapah Modelly, Mallien, Chocapilla, Ninnapah Modelly, Sydaporam Condapen** 5th Item have you been informed as do you know any thing touching or concerning the Property or Possessions of Addyapah one of the Complainants in this Cause, and whether the same were or are free of Incumbrances and Charges — If yea declare fully Clearly and particularly Your Knowledge and Belief therein with Your Reasons for the same.

**To Sydaporam Condapen, Layapah Modelly, Ninnapah Modelly, Chacapilla and Chinglevoy** 6th Item Do you know have You heard or been informed of any Matter touching or concerning Title Deeds Bills of Sale or other Grants relative to Possessions Houses or Lands of Addyapah one of the Complainants in this Cause and if the same were in any Manner and how disposed of applied or used and in whose Possession you know have heard or believe the same to be Declare fully Your Knowledge or Belief therein with Your Reasons for the same —

**To Joseph de Cruz** 7th Item Have You at any time since the Commencement of the present Suit had any Conversation with the Petitioner in this Cause relative to the Matters in Dispute — If yea declare the same fully truly and unequivocally to the best of Your Memory and Recollections —

**To all the Witnesses** 8th Item Do You or Do you not know of any other matter or thing or have you

this Deponent at this the time of his Examination marked Nos. 8161. & 8162. were both delivered at the time of Signing and executing the aforesaid Mortgage Bond, this Deponent saith, that the Choultry Bills of Sale marked Nos. 1925. & 2493. Shown to him at this the time of his Examination are the Bills of Sale of the House referred to in the aforesaid Mortgage bond and that only one House is built on the premises therein Specified and situated to the front of the premises specified in aforesaid Certificate Bill of Sale or Title Deeds Marked Nos. 8161. & 8162. This Deponent further Saith, that he did receive the Bills of Sale or Title deeds for on Account of the Petitioner by Virtue of the aforesaid mortgaged bond from Bandapah, and in the presence of Joyapah Modelliar Dubash to Mr. Savage and which this Deponent received by virtue of an order from the Petitioner which Bills of Sale he afterwards delivered over to the said Petitioner — and more Saith not to this or the last Interrogatory.

Joseph Shaw
Actg. Sr.

Interrogatories to be Administered to Witnesses to be produced Sworn and Examined on the part and behalf of Comarapen Respondent to the Petition of Villaigan & Pilla in the Cause of Joseph de Cruz and Addyapah against the said Comarapen —

To all the Witnesses in Chief — Imprimis Do you know the Parties Petitioning and Respondent or the parties Complainant and Defendant or either and which of them? How long have you known them or either and which of them? Declare the Truth and your Knowledge therein —

To Joseph de Cruz — 2. Item Do you know or are you informed of any Circumstance touching a Suit commenced against the Respondent in this Cause? If yea by whom was such Suit commenced and for what Sum of Money and on what Account what was the Judgement or Decree which passed in Consequence of the said Suit and when did the same pass or was the same pronounced? Declare your Knowledge and the Truth therein. —

do



To Villaidum
Joseph de Cruz
Chinglerov
Lagapah Modly
Mallyen
Chocapilla
Ninnapah Modly
Sydaporam Condapen — 3. Item Do you know or were you informed of any Circumstances touching a Decree which passed in the above Cause, for what Sum the same was passed and on what Account and what Proceedings were had to inforce the same Declare the Truth of your Knowledge or Belief therein with the Reasons of such your Belief.

To Chinglerov — 4. Item have you heard been informed or do you know any thing touching or concerning the Nature foundation or Cause of any Petition or Petitions to the Hon'ble the Mayor's Court intended to stay the inforcing of the Decree or Judgement passed and given in the above Cause — If Yea declare fully Clearly and unequivocally your Knowledge therein and thereof with the Records of such your Knowledge or of such your Belief.

To Villaidum
Chinglerov
Lagapah Modelly
Mallien
Chocapilla
Ninnapah Modly
Sydaporam Condapen — 5. Item have you been informed as do you know any thing touching or concerning the Property or Possessions of Addyapah one of the Complainants in this Cause, and whether the same were or are free of Incumbrances and Charges — If Yea declare fully Clearly and particularly your Knowledge and Belief therein with your Reasons for the same.

To Sydaporam Condapen
Lagapah Modelly
Ninnapah Modelly
Chocapilla and Chinglerov — 6. Item Do you know have you heard or been informed of any Matter touching or concerning Title Deeds Bills of Sale or other Grants relative to Possessions Houses or Lands of Addyapah one of the Complainants in this Cause and if the same were in any Manner and how disposed of applied or used and in whose Possession you know have heard or believe the same to be Declare fully your Knowledge or Belief herein with your Reasons for the same —

To Joseph de Cruz — 7. Item Have you at any time since the Commencement of the present Suit had any Conversation with the Petitioner in this Cause relative to the Matters in Dispute — If Yea declare the same fully truly and unequivocally to the best of your Memory and Recollections —

To all the Witnesses — 8. Item Do you or Do you not know of any other matter or thing or have you

You heard or can You Set forth any thing touching or Concerning the Matter in Question in this Affair that may tend to the benefit and Advantage of the said Respondent towards, and besides what You have been before Interrogated unto If You fully and at large Declare the same under this your Examination as if You had been thereunto particularly Interrogated —

James Johnson
Atty. for the Respt.

Mayor's Court at Madraspatnam

Between Comaraspen Respondent to the Petition of Tellinga Pillay on the Cause & Joseph de Cruz and Audeapah against the said Comaraspen —

On the Part of the Respondent. &

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

Joseph de Cruz of Madras Writer Aged 28 Years or thereabouts, being produced as a Witness in this Affair on the Part of the Respondent was on the 20th Day of November 1783 Sworn & Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Petitioner Tellinga pillah in this Affair, and that he hath so known him two Years or thereabouts, and that he doth know the Respondent Comaraspen in this Affair, and that he hath so known him since the Commencement of the Cause Joseph de Cruz and Audeapah against the said Comaraspen, and this Deponent saith that he is the Complainant Joseph de Cruz and that he doth know the Complainant Audeapah in this Cause and that he hath so known him eight Years or thereabouts, and that he doth know the Defendant Comaraspen in this Cause, and that he hath so known him since the Commencement of the Cause Joseph de Cruz and Audeapah against the said Comaraspen — and more



saith not to this Interrogatory —

2d ..... To the Second Interrogatory this Deponent saith, that the Suit commenced against the Respondent in this Cause was on Account of Beef sold by this Deponent and Audeapah to Captain Blackburn of the Fox and this Deponent saith & that said Suit was commenced by him and said Audeapah for the Sum of One Hundred and Twenty four Pagodas and thirty eight fanams on Account of Beef sold to Captain Blackburn through the Respondent and this Deponent saith that he and the said Audeapah were Cast in said Suit and it was Decreed that they should pay Double Costs which this Deponent believes Amounted to about Six Hundred Pagodas and the said Decree passed on the Second of July in the Year of our Lord One Thousand Seven Hundred and Eighty two & and more saith not to this Interrogatory. &

3d ..... To the third Interrogatory this Deponent saith, that a Warrant of Execution was had to enforce the above said Decree upon which this Deponent told & the Complainant Audeapah that he must give him the Bills of Sale of his two Houses Situated in Peddanaicken Pillah to indemnify him to pay the & said Court Charges and at first he promised to give the same but the Complainant Audeapah did not comply with this Deponents request but Run away from the Place and this Deponent saith that the said Warrant of Execution was served upon him but this Deponent not having any Effects two Houses belonging to the Complainant Audeapah were sealed up by Order of the Honble the & Mayor's Court in Order to enforce said Decree — and more saith not to this Interrogatory. &

4th ..... To the fourth Interrogatory this Deponent saith, that after the said two Houses & were Sealed by Order of Court he heard that the said Petitioner in this Cause had filed a Petition in Consequence upon which this Deponent went and asked the said Petitioner Tellinga Pillah if he had lent the said Complainant Audeapah any Money on the Bills of Sale of said Houses and the said Petitioner declared to this Deponent that he did not lend any Money by which means this Deponent saith that he found that the said Audeapah had been deceiving him — and more saith not to this on the last Interrogatory. &

Joseph de Cruz

Joseph Shaw
Atty. Pravd.

# Mayor's Court at Madraspatanam

Between Connarapen Respondent to the Petn. of Tillisingah Pillah in the Cause of Joseph de Cruz and Audiapah against the said Connarapen On the Part of the Respondent

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

Chinglaroy of Madras Writer Aged 31 Years or thereabouts being produced as a Witness in this affair On the Part of the Respondent sworn on the 22d Day of November 1783. Signified at the Office of Mr. Hungy Dickey who is Attorney for the Petitioner by Examining my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and Examined Deposeth as followeth. viz.

1. To the first Interrogatory this Deponent saith, that he doth know the Petitioner Tillisingah Pillah in this Affair and that he hath so known him two years or thereabouts — and that he doth know the Respondent Connarapen in this Affair and that he hath so known him twenty five Years or thereabouts, and that he doth know the Complainant Joseph de Cruz in this Cause, and that he hath so known him four Years or thereabouts, and that he doth know the Complainant Audiapah in this Cause, and that he hath so known him six Years or thereabouts, and that he doth know the Defendant Connarapen in this Cause, and that he hath so known him twenty five Years or thereabouts — and more saith not to this Interrog.

2. To the third Interrogatory this Deponent saith that he doth know that the Complainant Joseph de Cruz filed a Bill of Complaint against the Defendt. for the Sum of One Hundred and Twenty four Pagodas and thirty eight fanams on Account of Rice supplied by the Complainants to Captain Blackburn and that on the Second Day of July in the Year of Our Lord One thousand seven Hundred and eighty two, the said Suit was heard and determined before the Worble the Mayors Court and said Cause was dismissed and Decreed that the Complainants should sustain the Charges arising on the said Suit, and the Complainants not satisfying the Defendant According to said Decree the Defendant took out a Warrant of Execution against the Compltt.



Complainants Effects, by Virtue of which said Warrant the Sheriff seized two Houses belonging to the Complainant Audiapah one House situated in School Armogams Street in the Black Town between the Houses of the said School Armogam and Bonniah Eliapah and the other House situated between the said House in Sattaree Logian Street, and the said Houses were advertized for Sale, One of said Houses on the Eleventh Day of November in the Year of Our Lord One thousand Seven Hundred and Eighty two, and the other of said Houses on Tuesday the twelfth Day of November in the Year of Our Lord One thousand Seven Hundred and Eighty two — and more saith not to this Interrogatory.

4th. To the fourth Interrogatory this Deponent saith, that he doth know of the Nature of the Petition to the Worble the Mayors Court intended to stay the inforcing of the Decree of the said Worble the Mayors Court in said Cause Joseph de Cruz and Audiapah against the Respondent and this Deponent saith that the Petitioner filed a Petition setting forth that said two Houses were his Property by the said Audiapah having Mortgaged the said Houses to the said Petitioner, and at the same time other Petitioners George Savage Thomas Powney and Henry Casamayor as Executors of the late Mary Powney Deceased also filed a Petition that one of the above said two Houses, the One advertized for Sale on the Eleventh November in the Year of Our Lord One thousand Seven Hundred and Eighty two by the Worble the Mayors Court, was the Property of the said late Mary Powney Deceased and setforth that the said House had been Mortgaged to the said late Mary Powney Deceased by the said Audiapah and Sybapoorum Condapen jointly and Seperately by the sum of five Hundred Pagodas, and this Deponent saith that the Respondent answered said Petitioner and that the Petitioner of the said George Savage Thomas Powney and Henry Casamayor as Executors to the Late Mary Powney Deceased was thrown out on the twenty fifth of February in the Year of Our Lord One thousand Seven Hundred and Eighty two, and the said

Respt.

Respondent was putt in Possession of the Said House / advertized for Sale on the Eleventh November in the Year of Our Lord One Thousand Seven Hundred and Eighty two / the Property of Audeapah — and more Saith not to this Interrogatory &.

5th ..... To the fifth Interrogatory this Deponent saith that to his Knowledge the Premises and Possessions of the Said Audeapah one of the Complainants are free of all Incumbrances & that the Said Premises are not mortgaged to any Persons whomsoever — and more Saith not to this Interrogatory —

6th ..... To the Sixth Interrogatory this Deponent saith, that to his Knowledge the Bill of Sale of Said House the Property of Audeapah so advertized for Sale on the Eleventh of November in the Year of Our Lord One Thousand Seven Hundred and Eighty two / was in possession of Sydapooram Cundapah & at that time, and that after the Petition of the Said George Savage Thomas Powney and Henry Casamayor as Executors of the late Mary Powney Deceased Petition was thrown out the Petitioner Tellisingah pilla in this Cause & sent his Father in Law Powney Narrain to Sydapooram Condapen to ask & him for Said Bill of Sale of Said House and the Said Sydapooram Condapen asked the Said Powney Narrain why he wanted Said Bill of Sale, and the Said Powney Narrain Said that his Son in Law the Petitioner was foolish and that he had only taken the Bill of Sale of the House advertized for Sale on the twelfth November in the Year of our Lord One Thousand Seven Hundred and Eighty two, at the time he lent the five Hundred Pagodas to Audeapah the Complainant, and that he the Petitioner was afraid as he had set forth in a Petition to the Worshipful Mayors Court that he was in possession of Said Bill of Sale for the House advertized for Sale on the Eleventh November in the Year of Our Lord One Thousand Seven Hundred and Eighty two and the Said Sydapooram Cundapen accordingly agreed and did Deliver the Bill of Sale to Powney Narrain Pillah on Account



of the Petitioner on Condition that the Said Bill of Sale should be returned to the Said Sydapooram Cundapen whenever he demanded it — and more saith not to this Interrogatory &.

To the Last Interrogatory this Deponent saith, that the Petitioner Tellisingah pillah in this Affair setforth in his Mortgage Bond bearing Date the Eighth February in the Year of our Lord One Thousand Seven Hundred and eighty two that he had the Bill of Sale of the said House / advertized for Sale on the Eleventh November in the Year of Our Lord One Thousand Seven Hundred and Eighty two and the Said Petitioner George Savage Thomas Powney and Henry Casamayor as Executors of the late Mary Powney Deceased produced a Mortgage Bond on Said House bearing Date the tenth of February in the Year of our Lord One Thousand Seven Hundred and Eighty two and it is & expressed in the Mortgage Bond of the Petitioner Tellisingah pillah that without ever money the Said Audeapah and Sydapooram Condapen has & received from the Petitioners George Savage Thomas Powney and Henry Casamayor as Executors of the late Mary Powney Deceased should be paid by the Said & Petitioner Tellisingah Pilla and Audeapah and that they were then to be passed of the Said Bill of Sale and the Said Bill of Sale was to be kept as a further & Security for the Sum of five Hundred Pagodas the Petitioner lent or pretended to have been lent Audeapah the Complainants on the House advertized for the twelfth of November in the Year of Our Lord One Thousand Seven Hundred and Eighty two, and this Deponent saith this Agreement was drawn out by the Said Petitioner and Audeapah with out the Knowledge of the Petitioners & George Savage, Thomas Powney and Henry Casamayor as Executors of the late Mary Powney Deceased for the Purpose of defrauding the Respondents in the above said Sequestred Premises — and more Saith not to this Interrogatory &.

Joseph Shaw
Key. Exam.

Chargleroy

Respondent was put in Possession of the said House advertized for Sale on the Eleventh November in the Year of Our Lord One Thousand Seven Hundred and Eighty two the Property of Audeapah — and more Saith not to this &c Interrogatory &c.

4th 5th ..... To the fifth Interrogatory this Deponent saith that to his Knowledge the Premises and Possessions of the said Audeapah one of the Complainants are free of all Incumbrances & that the said Premises are not mortgaged to any Persons whomsoever — and more Saith not to this Interrogatory —

6th ..... To the Sixth Interrogatory this Deponent saith, that to his Knowledge the Bill of Sale of said House the Property of Audeapah so advertized for Sale on the Eleventh of November in the Year of Our Lord One Thousand Seven Hundred and Eighty two was in possession of Sydapooram Cundapah &c at that time, and that after the Petition of the said George Savage Thomas Powney and Henry Casamayor as Executors of the late Mary Powney Deceased Petition was thrown out the Petitioner Tellisingah pillai in this Cause &c sent his Father in Law Powney Narrain to Sydapooram Condapen to ask &c leave for said Bill of Sale of said House and the said Sydapooram Condapen asked the said Powney Narrain why he wanted said Bill of Sale, and the said Powney Narrain said that his Son in Law the Petitioner was foolish and that he had only taken the Bill of Sale of the House advertized for Sale on the twelfth November in the Year of our Lord One Thousand Seven Hundred and Eighty two, at the time he lent the five Hundred Pagodas to Audeapah the Complainant, and that he the Petitioner was afraid as he had set forth in a Petition to the Worshipful Mayors Court that he was in possession of said Bill of Sale for the House advertized for Sale on the Eleventh November in the Year of Our Lord One Thousand Seven Hundred and Eighty two and the said Sydapooram Cundapen accordingly agreed and did Deliver the Bill of Sale to Powney Narrain Pillah on Account of



of the Petitioner on Conditions that the said Bill of Sale should be returned to the said Sydapooram Cundapen whenever he demanded it — and more saith not to this Interrogatory &c.

To the last Interrogatory this Deponent saith, that the Petitioner Tellisingah pillah in this Affair set forth in his Mortgage Bond bearing Date the Eighth February in the Year of our Lord One Thousand Seven Hundred and eighty two that he had the Bill of Sale of the said House advertized for Sale on the Eleventh November in the Year of Our Lord One Thousand Seven Hundred and Eighty two and the said Petitioner George Savage Thomas Powney and Henry Casamayor as Executors of the late Mary Powney Deceased produced a Mortgage Bond on said House bearing Date the tenth of February in the year of our Lord One Thousand Seven Hundred and Eighty two and it is &c expressed in the Mortgage Bond of the Petitioner Tellisingah pillah that whatever money the said Audeapah and Sydapooram Condapen had &c received from the Petitioner George Savage Thomas Powney and Henry Casamayor as Executors of the late Mary Powney Deceased should be paid by the said Petitioner Tellisingah Pillai and Audeapah and that they were then to be paid of the said Bill of Sale and the said Bill of Sale was to be kept as a further &c Security for the Sum of five Hundred Pagodas the Petitioner lent or pretended to have been lent Audeapah the Complainants on the House advertized for the twelfth of November in the Year of Our Lord One Thousand Seven Hundred and Eighty two, and this Deponent saith this Agreement was drawn out by the said Petitioner and Audeapah with out the Knowledge of the Petitioners &c George Savage, Thomas Powney and Henry Casamayor as Executors of the late Mary Powney Deceased for the Purpose of defrauding the Respondents in the above said Sequestered Premises — and more saith not to this Interrogatory &c.

Joseph Shaver
Actg Interp.

Chas Greenway

Mayor's Court at Madraspatnam

Between Comaraspen Respondent to the Petition of Tellisinga Pilla, in the Cause of Joseph de Cruz and Audeapah against the said Comaraspen—

On the Part of the Respondent.

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

Mallayon of Madras Butcher Aged 39. Years or thereabouts, being produced as a Witness in this Affair on the Part of the Respondent was on the 30th Day of January 1784 Signified at the Office of Mr. Henry DuPuy who is Attorney for the Petitioner by Bistnah my Servant who also left him a note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1st ..... To the first Interrogatory this Deponent saith that he doth know the Petitioner Tellisinga Pillah in this Affair and that he hath so known him five or Six Years and that he doth know the Respondent Comaraspen in this Affair, and that he hath so known him eight or Nine Years, and that he doth know the Complainant Joseph de Cruz in this Cause, and that he hath so known him five or Six Years and that he doth know the Complainant Audeapah in this Cause, and that he hath so known him seven or eight Years, and that he doth know the Defendant Comaraspen in this Cause, and that he hath so known him eight or Nine Years— and more saith not to this Interrogatory.

2d ..... To the third Interrogatory this Deponent saith that he does know and is informed of some circumstances touching a Decree passed in the above Cause that he knows the Decree was in favor of the said Defendant Comaraspen and that in Consequence of the said Decree one of the Recusses of Audeapah one of the Complainants in this Cause was seized but that he doth not know for what Sum the said Decree passed— and more saith not to this Interrogatory—

4th 5. ..... To the fifth Interrogatory this Deponent saith, that he does not believe the Objections of the said Audeapah one of the Complainants in this Cause to be



be in any Respect incumbered, but this Deponent has been given to understand by Common Respect since he perceived the Advertisement affixed upon the Door of the House of the said Audeapah one of the Complts in this Cause for Sale that the said House was Mortgaged to the Petitioner Tellisingapilla— and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that he does not know of any thing Else touching the Matters in Question, more than is already set forth and more saith not to this Interrogatory.

At the time of Signing this Deponent saith, that he has been informed by Chingleroy and Nachapen that Tellisingapillah Petitioner in this Cause and one Poovay Narrain in Order to Stop the Sale of the said House carried on this Suit by false pretensions of Tellisingapillah's having a Mortgage upon it

Oliver Colt
&c.

Mayor's Court at Madraspatnam

Between Comaraspen Respondent to the Petition of Tellisinga Pillay in the Cause Joseph de Cruz and Audeapah against the said Comaraspen—

On the Part of the Respondent.

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

Lydasporam Condapen of Madras Dubash Aged 52. Years or thereabouts— being produced as a Witness in this Affair On the Part of the Respondent was on the 26th Day of November 1783. Signified at the Office of Mr. Henry DuPuy who is Attorney for the Petitioner by Cumasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Petitioner

Petitioner Tellisinga Pillai in this Affair and that he hath so known him fifteen years or thereabouts — and that he doth know the Respondent Comarapen in this Affair, and that he hath so known him twenty years or thereabouts — and that he doth not know the Complainant Joseph de Cruz in this Cause — and that he doth know the Complainant Audiapah in this Cause, and that he hath so known him thirty years or thereabouts — and that he doth know the Defendant Comarapen in this Cause, and that he hath so known him twenty years or thereabouts — and more saith Not to this Interrogatory.

3. ..... To the third Interrogatory this Deponent saith, that he doth not know any thing of the Matter Required by this Interrogatory — and more saith not to this Interrogatory.

5th ..... To the fifth Interrogatory this Deponent saith, that he doth not know any thing of the Matter Required by this Interrogatory — and more saith not to this Interrogatory.

6th ..... To the Sixth Interrogatory this Deponent saith, that he had occasion for money and he Mortgaged his own House Bill of Sale to the Complainant Audiapah for five Hundred Pagodas and the said Audiapah had occasion also for money and the said Audiapah Mortgaged this Deponents House Bill of Sale together with his own to George Savage Thomas Powney and Henry Casamayor as Executors of the late Mary Powney Deceased, and this Deponent saith that the said Mortgage became due and this Deponent took up said Mortgage and got possession of his own Bill of Sale as also the Bill of Sale of the said Complainant and this Deponent saith that Powney Narrain Pillah applied to Jagapah Moodelly for the said Complainants House Bill of Sale and the said Jagapah Moodelly sent for this Deponent and desired him to deliver the Complainants House Bill of Sale to Powney Narrain Pillah and this Deponent saith that he could not unless Powney Narrain Pillah would give him an indemnification and the said Powney Narrain Pillah gave this Deponent an indemnification and this Deponent delivered the said Complainants House Bill of Sale to the said Powney Narrain Pillah and more saith not to this or the Last Interrogatory — signed Viavy

Oliver Colt
Exam.r



Filed the 23d. Nov.r 1786

Which matters in } reviva by Natchu } pen as Administrator } of the said Comarapen

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

Between Tellisinga Pillah of Madras Inhabitant & Petitioner and Comarapen of the same place Inhabitant Respondent — In the Cause of Joseph de Cruz and Audiapah Complainants and Comarapen Defendant

Exceptions taken by the Petitioner to the Interrogatories and Depositions produced and Exhibited on the Part of the Respondent

First ..... The said Petitioner Excepts to the Interrogatories Exhibited to Chinglevoy and to the Depositions given by him thereon because he the said Chinglevoy was Brother to Comarapen the Defendant in this Cause And is Brother also to Natchapen the Administrator of the Estate of the said Comarapen, who is Younger Brother to the said Chinglevoy and in that Relation ought not to be Admitted as a Witness as being an interested person who may Receive Advantage by the event of the determination of the Petition and Answer by this Hon.ble Court there not having been any division of Estate previous to nor since the death of the said Comarapen but the said Estate remains entire and enjoyed in joint Tenancy by the said Chinglevoy Natchapen and Nullapah consequently the said Chinglevoy is interested and his Evidence ought not to be admitted to be read at the hearing of the Matters in dispute between Your Petitioner and the said Natchapen is Administrator of the said Comarapen

Secondly ... Your Petitioner doth except against the Interrogatories Exhibited to and Depositions given by Joseph de Cruz Because the said Joseph de Cruz is interested in the Event of the Matter in dispute between the Petitioner and Respondent by being a party against whom the Execution in this Cause is issued and of course will be benefited by the same being satisfied by levying the Account thereof upon the Goods of Audiapah and not upon of his own Goods

Wherefore

Wherefore the said Petitioner doth Except to the aforerecited Interrogatories and Depositions as illegal irregular and insufficient to be read as Evidence at the hearing of the Matter in dispute and humbly prays that this same may over rule and set aside with Costs to be paid by the Respondent

Atty. Petit.r

Filed the 25th Feby 1788

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

Between Tellinganah Pillah of Madras Inhabitant Petitioner and Comarapen of the same place Inhabitant Respondent

On the Cause

Joseph de Cruz and Nadiapah Complainants and the said Comarapen Defendant

Answer to the Exceptions taken by the Petitioner to the Interrogatories and Depositions produced and Exhibited on the part of the Respondent

This Respondent Says that the said Petitioner Ought not to have excepted to the Interrogatories exhibited to Changleroy and to the Depositions given by him thereon – because he says that admitting the said Changleroy is a Brother yet such Relation does not by Law disqualify him as a Witness – as will appear in Bacon's Abridgement under Evidence Page 286. wherein it is expressly laid down in the following words that "No degree of Kindred or Affection as that of Parent of Child &c will disable a Person from being a Witness" and that this holds as well in the Courts of Equity as in the common Law Courts appears by 2. Chan. Ca 34. 2. Vir 79. and this Respondent



says that there can be no Sufficient Reason by the Interrogatories and Depositions of Natchapah should not hold good for tho' he is Administrator of the Estate of the said Comarapen who is Younger Brother to the said Changleroy yet Standing in that Relation he Ought in Justice and Equity to be admitted as a Witness because he is not interested further in the Determination of the Petition and Answer than having a Claim to part to the Estate which Claim can Never bias him, as he must Reap the same Advantage from the Determination of this Honble Court whatever the Decision May be

The Respondent therefore conceives that the Exceptions given by the Petitioner to prevent the Depositions which are beyond doubt found to be legal being fully established by the first Authority as well as Precedent to be Read at the Hearing of this Cause are fruitless Vexatory and deficient in point of Law and it is therefore Submitted to this Honble Court that if Consanguinity bars in any Measure the Evidence Adduced so as to prevent it operating with the same Force as the Other Evidence before the Court yet there Appears no just Legal or good Reason why such Credit May not be given to it as upon Consideration it May Appear to Merit and this Respondent says that the said Petitioner Ought Not to have excepted to the Interrogatories exhibited to Joseph de Cruz and to the Depositions given by him thereon because it Appears that the Petitioner has totally Mistaken the Situation of the said Joseph de Cruz in saying that the Debt Might be Satisfied by a Levy Made on the Goods of Natchapah instead of his own Goods for the said Joseph de Cruz being a Creditor and not a Debtor no Levy could have been Made on his Goods and it is perfectly indifferent to him on what Goods the Levy be made

The Respondent therefore sees no Reason whatever why the Deposition of the said Joseph de Cruz should not be Read at the Hearing of this Cause the Exception given in to his Deposition by the Petitioner being trivial to a Degree and now Obviated in a Satisfactory Manner &c.

Wherefore

Wherefore the said Petitioner doth Except to the aforerecited Interrogatories and Depositions as illegal irregular and insufficient to be read as Evidence at the hearing of the Matter in dispute and thereby prays that the same may over rule and Still a side with Costs to be paid by the Respondent.

M Y Bignell
Atty. Petit.r

Filed the 25th Feby 1788.

In the Honble the Mayor's Court at Madraspatnam

Between Sellasingah Pillah of Madras Inhabitant Petitioner and Comaraspen of the same place Inhabitant Respondent

In the Cause
Joseph de Cruz and Ardeapah Complainants and the said Comaraspen Defendant

Answer to the Exceptions taken by the Petitioner to the Interrogatories and Depositions produced and Exhibited on the part of the Respondent.

This Respondent says that the said Petitioner Ought not to have excepted to the Interrogatories exhibited to Chengleroy and to the Depositions given by him thereon – because he says that Admitting the said Chengleroy is a Brother yet such Relation does not by Law disqualify him as a Witness – as will appear in Bacon's Abridgement under Evidence Page 286. wherein it is expressly laid down in the following words that "No degree of Kindred or Affection as that of Parent of Child &c. will disable a Person from being a Witness and that this holds as well in the Courts of Equity as in the common Law Courts Appears by 2. Chan: Ca 39. 2. Vis 79." and this Respondent says



says that there can be no Sufficient Reason by the Interrogatories and Depositions thereon of Natchapah should not hold good for tho' he is Administrator of the Estate of the said Comaraspen who is Younger Brother to the said Chungleroy yet Standing in that Relation he Ought in Justice and Equity to be admitted as a Witness because he is not interested further in the Determination of the Petition and Answer than having a Claim to part to the Estate which Claim can Never bias him, as he must reap the same Advantage from the Determination of this Honble Court whatever the Decision May be.

The Respondent therefore conceives that the Exceptions given by the Petitioner to prevent the Depositions which are beyond doubt proved to be legal being fully established by the first Authority as well as President to be Read at the Hearing of this Cause are futile Nugatory and deficient in point of Law and it is therefore Submitted to this Honble Court that if Consanguinity bars in any Measure the Evidence Adduced – so as to prevent it operating with the same Force as the Other Evidence before the Court yet there Appears no just legal or good Reason why such Credit May not be given to it as upon Consideration it May Appear to Merit and this Respondent says that the said Petitioner Ought Not to have excepted to the Interrogatories exhibited to Joseph de Cruz and to the Depositions given by him thereon because it Appears that the Petitioner has totally Mistaken the Situation of the said Joseph de Cruz in saying that the Debt Might be Satisfied by a Levy Made on the Goods of Natchapah instead of his own Goods for the said Joseph de Cruz being a Creditor and not a Debtor no Levy could have been Made on his Goods and it is perfectly indifferent to him on what Goods the Levy be made.

The Respondent therefore sees no Reason whatever why the Deposition of the said Joseph de Cruz should not be Read at the Hearing of this Cause the Exception given in to his Deposition by the Petitioner being trivial to a Degree and now Obviated in a Satisfactory Manner.

Wherefore

Wherefore the said Respondent doth insist that the beforementioned Interrogatories and Depositions are legal Regular and Sufficient Evidence to be Read at the Hearing of the Matter in Dispute and humbly Prayes that the said Exceptions may be Over Ruled and Set a Side with Costs to be paid by the Petitioner &c

Chas. Ingles
Atty for the Respt.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of January Anno Domini 1783

Present

William Webb Esquire Mayor
Benjamin Roebuck and Edward Trowd
Aldermen

Joseph de Cruz and Audeyapah
Comaraspen

The Attorney for Comaraspen prays that the Petitioners Thomas Powney and others may Deliver into Court the Original Title Deeds Mentioned in the Petition. — Ordered Accordingly &c

A True Extract
James Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of February Anno Domini 1783

Present

William Webb Esquire Mayor
Edward Garrow and James Call
Aldermen

Joseph de Cruz and Audeyapah
Comaraspen



The Attorney for the Respondent Comaraspah Moodelly Requiests the Court that he did on the 14th day of January last Prays that the Petitioners George Savage & others Executors of Mary Powney Deceased might Produce into this Court the Original Mortgage Bond and the Bill of Sale of a Certain House and Ground the Property of Audeyapah which they have Neglected doing — He therefore prays that the Petitioners Petition do stand Dismissed with Costs — to which the Attorney for the Petitioners Consents — Ordered Accordingly —

A True Extract
James Taylor
Regr.

Exhibit on the Part of the Respondent Delivered into Court 24th January 1786.

C
In the Cause in Dispute wherein Pillainga pillah is the Petitioner and Comaraspen Respondent.

Edwd. Ford Ellis
atty for Respt.

C
Order of Court against Petitioners Thomas Powney James Henry Casamajor & George Savage Executors of Mary Powney Deceased In the Cause Joseph de Cruz and Audeyapah versus Comaraspen — Dated 14th January and 25th February 1783.

Translation of a Mortgage Bond Dated the 10th of February 1782.

We Tyda Perumal Coondapeen and Aulavar Andeapeen Moodelliar do give this Mortgage Bond to Thomas Powney James Henry Casamajor and George Savage of Madras Gentlemen the Executors of Mary Powney that is to Say &c

On Our Urgent Occasion we have Mortgaged to You a Choultry Bill of Sale of the House being in favour of the said Coondapeen and Two old Bill of Sale for the same Two Title deeds of the said Aulavar Audeapah Moodelly's House and Two Title deeds for the same in all five Paper Bills of Sales and Two Cadjans Bill of Sale for the Mortgage of the said Title deeds / we have Borrowed and Recived of You the Sum of ₹540 / Five Hundred and Forty Pagodas Current Money of Madras, for which Sum we Promise to Pay Interest every four Months ones at 12 ₹ Cent per Annum and the Principal we Agree to Pay on Demand Jointly & and Seperately Then we do give this Mortgage Bond by Our Consent Witnesses & Nayedawayal Narrain Pilla and Signed by their Knowledge Drawn by Coondapeen Principality of Valadore

Witnesses Signed
Nayedawayal Narrain
& James —

Signed
Coondapeen
Aulavaur Audeapeen

a true Copy
Copshams

a true Copy
James Taylor
Regr.

Exhibit on the Part of the Respondent Delivered into Court 24th January 1786. Marked

E

In the Cause in Dispute wherein Sellingapillah is the Petitioner and Comarapah Respondent.

Edward Ellis
Atty for the Respt.

E

Copy Mortgage Bond Given by Rudrapah and Sybapooram Condapien to Thomas Powney James Henry Casamajor and George Savage Executors of Mary Powney Deceased for the Cause of Joseph de Cruz and Audiappen versus Comarapen Moodelly — Dated 16th Febry 1782.
Exhibit on the Part of the Respondent. —

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 23 Day of August Anno Domini 1788.

Present

Edward Garrow Esquire Mayor
James Call — William Webb
Sir John Munzies — George Savage
Josias Dupre Porcher and Andrew Ross —
Aldermen

Joseph de Cruz and Audiappah
vers
Comarapen

Petition of Sellingapillah with Translate of a Mortgage Bond Annexed Read —
Answer of Comarapen Read —
Interrogatories on the part of the Petitioner with a Cadjan and a Translate thereof Marked A. Annexed Read —
Three Depositions taken thereto Read —
Additional Interrogatories on the Part of the Petitioner with four Exhibits Annexed Read —
One Deposition taken thereto Read —
Exceptions of the Petitioner to the Interrogatories to and the Depositions of Ellingleroy and Joseph de Cruz Read —
Answer thereto Read —
The Petitioners Exceptions and the Respondents Answer Coming on to be Argued and Determined and the Court having had due Consideration thereon are of Opinion that the Exceptions are not well founded it is therefore Ordered that they be over-ruled with Costs — The Mayor and Messrs Aldermen Call and Webb dissent to the Deposition of Joseph de Cruz being read as it appears from the Proceedings that he is interested in the Event of the Cause —
Interrogatories on the part of the Respondent Read —
Four Depositions taken thereto Read — The Witnesses No 3. 4. 6. 8. 7. did not appear for Examination —
Two Exhibits on the Part of the Respondent Read —

The



The Petition of Sellingapillah and the Respondents Answer thereto Coming on to be Argued and Determined this day in the Presence of the Attorneys on both sides and the Court having had due Consideration thereon doth think fit to Order and doth accordingly Order that the Petitioners Petition be dismissed with double Costs of Suit, Bond under which the Petitioners Claim being dated two days previous to the date of another Bond to which it refers and therefore appears to be a Collusion —

Court of Appeals
at
Madraspatnam } ss.

Saturday the 8th August
Anno Domini 1789.

Between Sellingapillah of Madras Inhabitant &c Appellant and Matchapah Moodelly Administrator of Comarapah Moodelly 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 Worible the Mayor Court together with the Order of the said Court given in this Cause on Saturday the 23d day of August 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 Cause doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Order of the Worible the Mayors Court do Stand Affirmed and that the Appellants Petition be hence Dismissed with Costs &c

Chas. N. White
Clk.

Filed the 13th June 1789

# To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court of
Your Orator Elworthy Audeapah Maick of Madras Dubash, that Frederick Campbell
of Fort Saint George Esquire Stands Justly and truely indebted unto Your Orator
in the full and Just Sum of Two Hundred and three Pagodas Fifteen fanams and
Fifty five Cash Current Money of Madras Making in Sterling Money of Great
Britain at the rate of Eight Shillings for every Pagoda the Sum of Eighty One
Pounds Six Shillings and Six Pence as will more fully and at Large Appear by
the Copies of a Bond and an Account Current hereunto Annexed for the Inspection
of this Honble Court and which Your Orator Prays may be Admitted as part of this
his Bill of Complaint the Original whereof is in Your Orators Possession and
ready to be Produced to this Honble Court whenever he shall be thereunto if Required
And Your Orator further Sheweth unto this Honble Court that he hath frequently
and in an Amicable Manner Requested payment from the said Frederick Campbell
of the said Sum of Two Hundred and three Pagodas, Fifteen fanams and Fifty five
Cash—

But now so it is May it Please this Honble Court the said Frederick
Campbell Attendedly 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 Frederick Campbell
may upon his Corporal Oath full true direct and Perfect Answer Make to all
and Singular the Matters and things herein before Set forth and Alleged as full
truely and Effectually to all intents and purposes as if the same were hereagain
Repeated and particularly Interrogatied and that he may be Decreed to pay unto
your Orator the aforesaid Sum of Two Hundred and three Pagodas, Fifteen fanams
and Fifty five Cash together with all such Interest as now is or shall hereafter
become due thereon and also all Costs of this Suit

May



May it Please this Honble Court to Cause the said Frederick Campbell
to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras-
patnam and the Districts thereof Personally to be and appear before this Honble
Court at a Certain time and place to be by this Honble Court prefixed and appointed
then and there to Answer this Your Orator's Bill of Complaint and further to
stand to and abide by such Order and Decree therein as to this Honble Court
shall seem Meet

P. Walker
Atty. for Compltt.

Fort Saint George 13th day of June 1789.
This Bill was shewn to me between the
Days of Adjournment Let a Summons
issue returnable Next Court Day.

Jas. Call
Senr. Alderman

Know all Men by these Presents that I Frederick Campbell Esquire of Fort
Saint George am held and firmly bound unto Elworthy Audeapah Maick of
Madras in the Penal Sum of three Hundred and Eighty Star Pagodas Twenty
fanams and ten Cash to the payment whereof well and truly to be made to the
said Elworthy Audeapah his heirs Executors Administrators or Assigns I do hereby
bind myself my heirs Executors and Administrators firmly by these Presents
In Witness whereof I have hereunto Set my hand and Seal in Fort Saint George
this first Day of September in the Year One Thousand Seven Hundred and
Eighty Eight

Whereas the Above bound Frederick Campbell hath Borrowed and Received of the above
named Elworthy Audeapah Maick the full and Just Sum of One Hundred and Ninety Star
Pagodas ten fanams and Five Cash to run at Interest at the rate of twelve per Cent per
Annum Payable on Demand

Now the Condition of this Obligation is such that if the above bound Frederick
Campbell his heirs Executors Administrators or Assigns shall well and truely
pay

pay or Cause to be paid unto Elworthy Audiapah his heirs Executors Administrators or Assigns the full and Just Sum of One Hundred and Ninety Star Pagodas ten fanams and five Cash together with Such Interest as Shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to Continue in full force and Virtue &c

Signed Sealed and Delivered where no Stamped paper is to be had in the presence of . . . . . }

F. Campbell (L.S.)

Pabrue Peppy
P. Walker
Atty. for Compt.

Dr. Frederick Campbell Esqr. in Account Current with Elworthy Audiapah Maick &c.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1789 July 1st | To Cash paid Stamp for Bond | | 190 | 10 | 5 | | |
| 1789 Augt 29th | To Interest on 190 Pags 10 Fs 5 Cash from 1st Septr 1788 to 29th Augt 1789 (a) 12 per Cent per Annum | | 13 | 5 | 50 | | |
| | | | 203 | 15 | 55 | | |
| | | | | | | By Balance out this Day | 203 15 55 |
| | | | | | | | 203 15 55 |

Errors Excepted
F. Campbell
Madras 29th March 1790.

Sworn Before Me
P. Walker
Atty. for Compt.



Mayors Court at Madraspatnam } Tuesday the 11th Day of August Anno Domini 1789

L.S.

Present
William Webb Esquire Mayor
Venkatdo Corbett and John Mitford
Aldermen

Mayors Court

Between Elworthy Audiapah Maick of Madras Dubash Complainant and Frederick Campbell of Fort Saint George Esquire Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Compt. the full and Just Sum of Two Hundred and Three Pagodas Fifteen fanams and fifty five Cash /Pagodas 203,, 15,, 55,,/ 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.

J. Carr

Filed the 3d April 1788.

# To the Honble the Mayors Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honble Court Your Orator Cottrill Barrett of Madras Inhabitant Administrator of the Estate and Effects of Edward Bylance deceased that David Young also of Madras Inhabitant Surviving Executor of the last Will and Testament of John Whittle deceased stands indebted unto Your Orator in the full and just Sum of Two Hundred and fifty three Star Pagodas and Thirty Six fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and One Pounds Ten Shillings and Six Pence or thereabouts as will more fully and at large appear by the Copy of an Account hereunto annexed for the Inspection of this Honble Court and prayed to be taken as part of this his Bill of Complaint the Original whereof is in the Possession of Your Orator and ready to be produced to this Honble Court when Required Your Orator Sheweth that the said John Whittle duly made and executed his Last Will and Testament in writing bearing date in Madras the Thirteenth day of April which was in the Year of our Lord One Thousand Seven Hundred and Seventy four whereby he appointed the said Edward Bylance and David Young his Executors and by the said Will John Whittle did among other Legacies leave and bequeath unto the said Edward Bylance the Sum of One Hundred Pagodas and Your Orator Sheweth that the said Testator soon afterwards to wit on the Twenty fourth day of May in the same Year departed this life without revoking or altering his said Will and the said Edward Bylance and David Young duly proved the same and Obtained Probate under the Seal of this Honble Court and took upon them the burden and Execution thereof until the Death of the said Edward Bylance which happened on or about the Twenty eighth day of July in the same Year after which the said David Young had the Sole Management of the affairs of the said John Whittle and Your Orator Sheweth that he administered to the Debts and Effects of the said Edward Bylance as his Friend and Creditor and having duly received Letters of Administration under the Seal of this Honble Court he took upon himself the care and Management of his Concerns and to Collect his Sundry Debts and Among other Claims of the said Edward Bylance Your Orator demanded of the said David Young the Payment of the said Sum or Legacy of One Hundred Pagodas of which the said David Young hath under various frivolous and evasive Pretences refused the Payment or to give Your Orator any Manner of Satisfaction respecting the Premises nor hath he given into this Honble Court a proper Inventory and Account of the said Estate as by his Oath and Duty as Executor he ought to have done and Your Orator Charges that he is much injured by the Conduct of the said David Young in the Premises Your Orator therefore prays a general Rule of such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End, therefore that the said David Young may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before set forth and alledged as fully truly and effectually to all intents and purposes as if the same were here again repeated and particularly interrogated and that the said David Young may particularly set forth whether the said John Whittle hath not made his Will to the Tenor and purport as herein before set forth and whether the said David Young hath not obtained Probate thereof and taken upon himself the care and Management of the said Estate as Surviving Executor thereof and whether he hath as yet given any Inventory or Account of the said Estate and whether he doth not know that the said Edward Bylance died at the time herein before Mentioned and that Your Orator hath Administered as a Friend and Creditor to the said Estate and is therefore entitled to the said Legacy of One Hundred Star Pagodas and Interest thereon from Twelve Months after the said was so proved by the said David Young and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred and Fifty three Pagodas and Thirty Six fanams with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit

May it Please this Honble Court to Cause the said David Young to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this

this Horible Court shall seem Meet

E. April 1788.

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

Jas. Call
Dept. Alderman

Bosham
Attorny for Complainant

David Young Surviving Executor of the Will of John Whittle deceased to Cottrell Barrett Administrator of Edward Bylance Deceased ... Dfts

| | | |
|---|---|---|
| 1774 May 17th | To the Amount of Legacy left by John Whittle to Edward Bylance | 100.-.- |
| March 13th | To Interest on Do from 17th day of May 1774 being 12 Months from the day David Young took the oath of Executor to the Will of Edward Bylance | 153.36 |
| | Pagodas | 253.36 |

Madras
March the 13th 1788

Errors Excepted
Bosham

E. E.
Cottrell Barrett

Filed 3 June 1788.

The Answer of David Young of Madras Merchant Surviving Executor to the last Will and Testament of John Whittle deceased Defendant to the Bill of Complaint of Cottrell Barrett of the same place Inhabitant Administrator of the Estate and Effects of Edward Bylance Deceased Complainant

This Defendant as Executor as aforesaid now and at all times hereafter saving and Reserving to himself all and all Manner of Benefit of Exception to the Many Errors Uncertainties and Imperfections in the said Bill of Complaint for Answer thereunto or unto so much thereof as he is Advised to be Material and Necessary for him to Make Answer unto he this Defendant answereth and saith, This Deponent Admits that the said John Whittle did duly make and Execute his last Will and Testament on the thirteenth day of April which was in the Year of our Lord One Thousand Seven Hundred and Seventy seven and that the said



appointed the said Edward Bylance and this Defendant his Executors this Defendant further Saith that the said John Whittle did in and by his said Will leave and bequeath unto the said Edward Bylance as a Legacy the Sum of one Hundred Pagodas and that he this Defendant and the said Edoward Bylance did after the Death of the said John Whittle duly prove his said Will and Obtained a Probate thereof under the Seal of the Horible the Mayor's Court but this Defendant saith that he never took upon himself the whole Charge or Management of the Affairs of the said John Whittle either at that time or until a long time Subsequent to the death of the said Edward Bylance — But on the Contrary saith that the said Edward Bylance did possess himself of all the ready Cash Papers and Property whatsoever belonging to the Estate of the said John Whittle deceased without ever having to this Defendant's Knowledge in any Shape accounted to the said Estate for the same nor hath the same or any part thereof except a few Articles Amounting to about One Hundred and fifty Pagodas and which were sold at Outcry ever come to or Touched the Hands Custody or Possession of this Defendant Until after the Death of Robert Williamson who was the Executor of James Sellers who was the Executor of the said Edward Bylance for that he the said Edward Bylance Shortly after he so took Possession of the Property of the said John Whittle departed this life having first duly made and Published his last Will and Testament and thereof appointed Mr. Robert Smith and Mr. James Sellers late of Madras now deceased his Executors and the said Robert Smith dying in the life time of the said Edward Bylance the said James Sellers as the Surviving Representatives of the said Edward Bylance did possess himself of the Probate of the Will together with all the Money Bonds Bills papers and other Securities and Effects belonging to the Estate of the said John Whittle which were in the Possession of the said Edward Bylance at the time of his Decease — This Defendant further Saith that after the Death of the said Edward Bylance he acted with the said James Sellers his Surviving Representative in and concerning the affairs of the said John Whittle and prepared Jointly with the said James Sellers an Inventory of the Estate and Effects of the said John Whittle for the Purpose of delivering the same into this Horible Court a Copy of which appears upon the Records thereof Annexed to an Answer to a Bill of Complaint filed by this Defendant against

against Robert Williamson late of Madras but now Deceased concerning the Affairs of the Said John Whittle) which Said Inventory this Defendant Saith he and the Said James Sellers brought down with them to this Hoble Court for the purpose of Securing thereto but which this Defendant was Prevented from doing by his Attorney at Law Mr. John Sykes who advised this Defendant against Swearing to or Delivering in any Inventory Jointly with the Said James Sellers as this Defendant was the sole Surviving Executor of the Said John Whittle and as much the only Proper Person to be in Possession of his Effects In Consequence whereof this Defendant Saith he was induced to decline Swearing to the Said Inventory and soon after demanded the Possession of the Said Effects of the Said John Whittle of and from the Said James Sellers who Refused to deliver them up Pretending he had an equal Right with this Defendant to the Possession and to the Management thereof That the Said James Sellers having appointed the Said Robert Williamson deceased his the Said James Sellers Attorney this Defendant did Address the Said Robert Williamson Relate to the Debts of the Said Estate of the Said John Whittle which were then due and Outstanding and in Particular Concerning a Debt due from one Mr. Stephen Lynch who was at that time at Madras but Shortly going up the Country requesting him the Said Robert Williamson either to demand the Payment of the Bond granted by the Said Stephen Lynch in favor of the Said John Whittle as a Bond was in his hands and as he refused to deliver up the same to this Defendant or to become Answerable himself for the Said Debt of the Said Stephen Lynch—This Defendant further Saith that the Said James Sellers did afterwards departed this Life having first duly made his Will and thereof appointed the Said Robert Williamson and other his Executors upon which he this Defendant made a further Application as Surviving Executor of the said John Whittle to the Said Robert Williamson for the delivery of the Papers and Effects of the Said John Whittle but which the Said Robert Williamson refused to Comply with This Defendant therefore Saith it Plainly appears so far from having the affairs of the Said Estate or the Management thereof in his own Hands that he was Kept an entire Stranger of what the Said James Sellers or Robert Williamson had done in and Concerning the same and having



reason to believe that many debts due to the Said Estate of the Said John Whittle were Sunk and Lost Owing to the Negligence and Omission of the Said James Sellers and Robert Williamson during the time they held Possession of the papers and Effects and in Particular the bounded Diamond before mentioned on the Said Stephen Lynch (and which this Defendant Saith had he been put in Possession of the Bond he could without Difficulty have Recovered) to save himself Harmless from any Misconduct or Mismanagement there might have been either on the Part of the Said James Sellers or the Said Robert Williamson this Defendant did enter his Protest against the Said Robert Williamson both in his Capacity of Executor to the Said James Sellers and in his own Separate Capacity respecting his own Conduct in the affairs of the Estate of the Said John Whittle after the decease of the Said James Sellers as by a Copy of the Said Protest hereunto annexed for the Inspection of this Hoble Court will appear the Original whereof is in this Defendants Possession and ready to be Produced when called for—This Defendant further Answering Saith that by way of bringing the Said Robert Williamson to an Account concerning the Affairs of the Said John Whittle deceased and to compel him to deliver over the same unto this Defendant who as the Surviving Executor considered himself Preferably entitled to the Management thereof he this Defendant filed his Bill of Complaint before alluded to in this Hoble Court against the Said Robert Williamson to which the Said Robert Williamson did put in his Answer whereby the Said Edward Bylance on whose behalf the Said Complainant hath Pretended to call this Defendant to Account for the Amount of the Legacy bequeathed to him the Said John Whittle appears himself to Stand indebted to the Estate of the Said John Whittle by having taken upon himself to dispose of all the House hold Furniture Liquors Wine and Stock in Trade belonging to the Said John Whittle Amounting to the Sum of One Thousand Six Hundred and Sixty Nine Pagodas Seventy three Fanams and Twenty four Cash one Mr. Michel Fennel now Deceased for the Payment whereof the Said Edward Bylance took a Bond from the Said Michel Fennel for the Sum of one Thousand Six Hundred Star Pagodas only as appears by a Copy of the Said Bond hereunto Annexed for the Inspection of this Hoble Court the Original whereof is in this Defendants Possession and ready to be Produced when called for which the Said Edward Bylance so did as this Defendant believes by way of making the same an even Sum but never accounted

Accounted for the Balance which remained of Sixty Nine Pagodas Twenty three fanams and Twenty four Cash and which this Defendant Considers and sincerely believes to be Little or nothing owing by the said Edward Bylance as the same is not any where or in any Respect to this Defendants Knowledge Accounted for by him to the said Estate This Defendant further Saith that Notwithstanding the said Bill so filed by him against the said Robert Williamson he was never able to attain Possession of the Papers he held in his Hands belonging to the Estate of the said John Whittle till his Death which happened on or about the Year One Thousand Seven Hundred and Eighty four at which time this Defendant was appointed by this Honble Court to take Charge of all the Property whatsoever lying and being in the Hands of the said Robert Williamson untill the Claims of the several Captors who applied for Letters of Administration were decided and an Administrator appointed there Act therein that as soon as this Defendant was enabled after so being constituted with the Charge thereof he laid before Mr. Edward Ellis whom he employed as his Attorney in this Honble Court the Necessary Papers and Documents for Preparing an Account Current in and Concerning the affairs of the said John Whittle but which he the said Edward Ellis altho repeatedly and from time to time remainded by this Defendant Neglected doing This Defendant being ever having under various frivolous and evasive Pretences refused to pay the said Legacy so left by the said John Whittle to the said Edward Bylance but this Defendant knowing there was money belonging to the said John Whittle taken Possession of by the said Edward Bylance before his Death as well as the aforesaid Balance of Sixty Nine Pagodas Twenty three fanams and Twenty four Cash neither of which appears to have been in any Shape Accounted for he took upon himself Justified in withholding the said Legacy untill he could procure a Statement thereof and now calls on this Complainants as he hath heretofore done for the same but which the said Complainant never thought proper to Comply with or to give this Defendant any Satisfaction relative thereto This Defendant therefore hopes as the Edward Bylance appears by such Sums being Unaccounted for to have been paid either by himself or his Executors the



the said James Sellers and Robert Williamson were more than the Amount of the Legacy for which the said Complainant hath filed his Present Bill of Complaint that this Honble Court will consider the same as having been fully discharged and not as on the Estate of the said John Whittle of which this Defendant hath hereunto Annexed a Copy of the Inventory and Account Current before Alluded to liable to any further Demand on Account thereof much less to such as appears to be made by the Copy of the Account Annexed to the said Complainants Bill of Complaint wherein this Defendant in the Stile for Interest is charged as being the Executor of the said Edward Bylance although the said Complainant at the time hath filed his Bill Against this Defendant as being himself the Admor of the said Edward Bylance besides which this Defendant Saith there are so many Errors and Mistakes in the said Charge of Interest inserted in the said Account as to render the same totally unintelligible and prevents him this Defendant from Particularly Answering thereto this Defendant therefore hopes that this Honble Court so far from granting or Admitting the Prayer of the said Complainants Bill will be pleased to Dismiss the same with Costs and Consider the Demand now made by the said Complainant to proceed only from a Spirit of Litigiousness and not from any Certainty or Conviction of there being Just Grounds to Warrant his so doing—

All which Matters and things this Defendant is ready and willing to Verify Maintain and prove as this Honble Court shall Direct and humbly prays to be hence Dismissed with his Reasonable Costs and Charges in this Behalf most wrongfully Sustained—

Chas. Baker
Solr. for Defs.

David Young

Sworn to in Court
this 3d. June 1788.

James Taylor
Regr.

On

On this Day being the Twenty eighth Day of June in the Year of our Lord One Thousand Seven Hundred and Seventy Six before me John Sykes Notary Public Dwelling and Practising at Fort Saint George in the East Indies by Lawfull Authority duly admitted and Sworn Personally Appeared Mr. David Young of Madras Merchant and Declared as follows that is to say that he the said Declarant was by the will of Mr. John Whittle late of Madras Deceased Appointed One of his the said John Whittles Executors and Mr. Edward Eyllance late of Madras Carpenter Deceased was Appointed the other of the said John Whittles Executors that the said Edward Eyllance did as One of the said John Whittles Executors Collect himself all or the greatist part of the Estate and Effects of him the said John Whittle, that the said Edward Eyllance did some time afterwards Departed this Life having first duly made and Published his last Will and Testament in Writing and thereof Appointed Mr. Robert Smith and Mr. James Sellers late of Madras Deceased his Executors and the said Robert Smith dying in the lifetime of the said Edward Eyllance the said James Sellers did Possess himself of the Probate of the Will of the said John Whittle together with the Bonds Bills Papers and Effects which belonging to his the said John Whittles Estate which the said Declarant as Surviving Executor of the said John Whittle Demanded But the said James Sellers refused to Deliver them up to him the said Declarant pretending he had as good a right as the said Declarant to the Possession of the said John Whittles Estate and Effects and to the management thereof And the said James Sellers having Appointed Mr. Robert Williamson of Madras his the said James Sellers Attorney the said Declarant wrote the said Mr. Robert Williamson about the Debts due to the said Estate which were Uncollected and Particularly about a Debt due from One Mr. Stephen Lynch who was then in Madras and going up the Country telling him either to Demand Payment of his Debt as his the said Stephen Lynch's Bond was in his the said Robert Williamson's hands and he would not deliver it up to the said Declarant or to Answer for his the said Stephen Lynch's Debt, That the said James Sellers did afterwards depart this Life having first duly made his Will and thereof Appointed the said Robert Williamson and others his Executors But the said Robert Williamson alone Proved the same and



and the said Declarant Demanded of the said Robert Williamson on Account of the said John Whittles Estate and Papers that he might Deliver an Account thereof into the Mayors Court and do what might be otherwise necessary which the said Robert Williamson refused to do and Insisted that he had as good a right to the Possession and management of the said Estate of the said John Whittle as the said Declarant By which means the said Declarant is prevented from Acting in or Managing and Transacting the Affairs of or relative to the said Estate and he the said Declarant is at the same time an Entire Stranger to the Affairs relative to the said Estate or what Either the said James Sellers or the said Robert Williamson have done therein whether they have Collected in the said Estate or paid any Debt or anything else, for all which and the Consequences thereof as well as the whole Amount of the said Estate the said Declarant Considers and holds the said Robert Williamson Answerable and Accountable as well as for all the Costs Charges and Expences of the Suit which the said Declarant hath been under the Necessity as Surviving Executors as aforesaid to Commence against him the said Declarant in the Mayors Court at Madraspatnam for an Account of and to be put in Possession of the said Estate of the said John Whittle.

Wherefore the said Notary at the request of the said Mr. David Young as Surviving Executor of the said Will of the said John Whittle as aforesaid Have Protested and by these Presents Do Solemnly Protest against the said Robert Williamson both in his Capacity as Executors of the said James Sellers as aforesaid for the said James Sellers Conduct relative to the said Estate of the said John Whittle as before mentioned and also against the said Robert Williamson in his own Seperate Capacity for his the said Robert Williamson own Conduct with regard to the said Estate of the said John Whittle and for all Losses Costs Charge Damages and Expences which may have happened or Incurred or which shall or may at any time or times hereafter happen by reason or means or on Account of the said Robert Williamson's Conduct in or with regard to the said Estate of the said John Whittle as aforesaid in Every Respect whatever.

David Young
Surviving Executor to the Estate
of the late Mr. John Whittle deceased

Sworn

Thus Done and Executed in Fort Saint George aforesaid the Day and Year first above Written.

(L: S:)

Jno. Sykes
Notr. Publ.

A true Copy
Chas. Baker
Atty. for Defr.

Knowall Men by these Presents that I Michel Fennell of Madras Inhabitant and Vintner am held and firmly bound unto Edward Eyllances of Madras Carpenter in the penal Sum of three Thousand two Hundred Gold Star Pagodas Current Money of Fort Saint George Madraspatnam to the Payment whereof well and truely to be made to the said Edward Eyllances Lawfull Attorney or his Lawfull Heirs Executors Administrators or Assigns I do hereby bind myself and my heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto Set my hand and seal in Madraspatnam this seventeenth Day of May in the Year one Thousand Seven Hundred and Twenty four - 1724 -

Whereas the above bound Michel Fennell in Order to purchase the household Furniture Liquors Wine and Stock in Trade of the late John Whittle Deceased hath borrowed and received of the above Named Edward Eyllance Carpenter the full and just Sum of Sixteen Hundred Gold Star Pagodas as for payment of which Money all the House hold Goods Effects and Stock in Trade of the said Michel Fennell are hereby Mortgaged and Agreed to be security the Money to run at interest at the rate of Ten Pagodas per Cent per Annum and payable both principal and Interest on the Seventeenth Day of May now Next Ensuing or sooner in Case of the Death of the said Michel or his abdicating the House late occupied by John Whittle

Now the Condition of this Obligation is such, that if the above bound Michel Fennell now entered upon and in possession of the said house Lately Occupied by the said John Whittle vintner or his heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Edward Eyllance his Lawfull Attorney or his heirs Executors Administrators or Assigns the full and just Sum of Sixteen Hundred Gold Star Pagodas Current Money of Madras Fort Saint George or Madraspatnam together with all such Interest as shall or may become due thereupon



thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full Force and Virtue.

Mich.l Fennell (L.S.)

Signed Sealed and Delivered
where no Stamp'd paper is to be had in
the province of . . . . . }
before me
Rammar

A true Copy
Chas. Baker
Atty. for Defr.

Dr. The Estate of the Late Mr. John Whittle Deceasd in Account Current with David Young the only Surviving Executor of the Deceasd's Last Will and Testament.



Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1778 Decr. | 11th | To Cash paid John Sykes Esqr. | | 55. | 15. | | |
| 1779 Janry | 4th | To Do paid James Taylor Esqr. | | 37. | 33. | | |
| 1782 June | 22 | To Do paid John Sykes Esqr. | | 145. | 24. | | |
| 1784 March | 4th | To Do paid Nenapah Administrator to the Estate of the late John Sykes Esqr. | | 6. | 9. | | |
| | | | | | | 244. | 34. |
| 1785 May | 31st | To Cash paid Henry Dupuis Esqr. Executor to the Estate of the late Mr. William Harrison Deceased awarded by Edward Ellis Esqr. Deceased and Charles Baker Esqr. the 21st of April | | 646. | 4. | 21. | |
| | | To Cash paid Charles Darke Esqr. the Balance of his Account Current with the Estate of the Late Mr. John Whittle Deceasd | | 277. | 20. | | |
| | | To Do paid Edward Ellis his Bill | | 72. | 10. | | |
| | | | | | | 973. | 34. 21. |
| | | To Balance | | | | 1238. | 31. 21. |
| | | | | | | 1300. | 57. |
| | | Pagodas | | | | 2538. | 32. |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1778 Febry | 12th | By Cash of Alexander Buthlier Esqr. for Mr. Robinson's Note of hand to the late Mr. John Whittle Deceased for Dollars 112 @ 2/4 Rupees & Dollar & Exchange 353. & 1/6 Pagodas | | | | 111. | 16. 20. |
| 1784 May | 27th | By Cash of C. B. B. Dent Esqr. for Neat Procees of sundrys Sold at the Sagate | | | | 151. | 14. 36. |
| | 31st | By Cash of Mr. John Leathion the only Surviving Executor of Mr. Michell Fennell Deceased in part payment of his Bond and Interest | | | | 2316. | 1. 4. |
| | | | | | | | 2538. 32. |
| | | Pagodas | | | | | 2538. 32. |

Madras 21st May 1788.

Errors Excepted

David Young.

A true Copy.

Chas. Baker

Atty. for Defts.

# A List of Outstanding Debts, which appears by Bonds Notes & Bills, to be due to the Estate of the Late Mr. John Whittle Deceased

| | | |
|---|---|---|
| Captain Andrew Starr | 32 | 4 |
| Mr. Dagrelle | 9 | 23 |
| Mr. Atkins | 2 | 31 |
| Captn. Ghent | | 22 |
| Lieut. Storge | 5 | 27 |
| Captn. Wilson | | 4 |
| Mr. Craig | | 16 |
| Mr. Rankin | | 24 |
| Mr. David Young | 2 | 15 |
| Mr. Bayle | 1 | 32 |
| Lieut. Wilson | 16 | 16 |
| Mr. Wilson | 21 | 21 |
| Lieut. Hooper | 3 | 31 |
| Mr. Tawny | 3 | 14 |
| Mr. Graces | 6 | 2 |
| Lieut. O Hara | 3 | 14 |
| Mr. Stockam | 1 | 27 |
| Captn. Mills | 1 | |
| Captn. Stevens | | 23 |
| Captn. Auchterlong | 5 | |
| Mr. Riddle | 2 | 8 |
| Mr. Anderson | | 30 |
| Doctor Aird | 1 | 22 |
| Mr. William Clay | 5 | 6 |
| Mr. Forgueson | 10 | 26 |
| Captn. Mordon | 3 | 32 |
| Mr. John | 1 | 9 |
| | 132 | 135 |

| | | |
|---|---|---|
| Lieut. Wilkison | 1 | 31 |
| Captn. Eagle | | 12 |
| Mr. Beans | 1 | 11 |
| Mr. Macpherson | 13 | 23 |
| Mr. Mc. Cullock | 3 | 38 |
| Mr. Daniel Shaw | 10 | 19 |
| Lieut. Fletcher | 2 | 25 |
| Mr. Clawson | | 39 |
| Mr. Belfour | | 3 |
| Mr. Harrison | | 15 |
| Captn. James | | 4 |
| Mr. Francis Johnston | | 34 |
| Mr. Cadogan | 4 | 40 |
| Mr. Amore | 3 | 31 |
| Mr. Firth | 9 | 17 |
| Mr. Casamire | 1 | 26 |
| Mr. Simon | 1 | |
| Mr. Beaviere | 1 | 27 |
| Mr. Jones | | 13 |
| Mr. Stevens | 4 | 21 |
| Mr. Ramus | 6 | 23 |
| Mr. Jourdan | | 22 |
| Mr. Ozzard | 2 | 35 |
| Lieut. Monthieth | 13 | 14 |
| Mr. Morrison | 1 | 2 |
| Lieut. Turner | 2 | 3 |
| Mr. Fitzgerald | | 24 |
| Carried Over | 212 | 103 |



| | | |
|---|---|---|
| | 212 | 103 |
| French Gentm. | 4 | 31 |
| Mr. Cochrew | 17 | 1 |
| Mr. Bowsell | 14 | 6 |
| Mr. Maxwell | 3 | 1 |
| Mr. Dixon | | 5 |
| Mr. Abbot | 1 | 21 |
| Mr. Duncan | | 37 |
| Mr. Bishop | | 38 |
| Mr. Lucien | 31 | 33 |
| Mr. Arnison | 2 | 27 |
| Lieut. Davis | 6 | 23 |
| Lieut. Murray | 3 | 35 |
| Mr. Cunningham | | 16 |
| Captn. Montgomary | 1 | 13 |
| Mr. Hallumber | | 34 |
| Lieut. Champniss | 1 | 40 |
| Captn. Hillier | 1 | 6 |
| Captn. Edmonds | | 34 |
| Mr. Frederick | 1 | 3 |
| Mr. Brown | | 35 |
| Mr. Walker | | 3 |
| Captn. Laurence | 16 | 3 |
| Mr. Gosnell | | 15 |
| Mr. Mc. Niel | | 7 |
| Lieut. Duncan | 13 | 4 |
| Rankan his Bond | 137 | |
| Mr. Stephen Lynch his Bond | | |
| | 468 | 1512 |

Lieut. Hern — 31. 3. "
Do. Do. his Note — 11. 10. "
Do. Do. his acceptance 20. " "
} 62. 13. "

Pagodas 530. 15. 25.

Madras 31st May 1788

Errors Excepted

David Young

The Only Surviving Executor to the Estate of the late Mr. John Whittle Deceased

A true Copy.

Chas. Baker

Atty. for Dept.

# Fort Saint George November 29th 1774.

## A True and Perfect Inventory of all and Singular the Goods Chattels and Effects of the late John Whittle deceased, which since his Death have come to the Hands or Possession or Knowledge of David Young the Surviving Executor, and James Sellon Executor to Edward Bylance Deceased the other late Executor to the Last Will and Testament of the said John Whittle Agreeable to Letters of Administration, with a Copy of the said Will Annexed granted by the Honorable the Mayor's Court at Madraspatnam on the Seventeenth Day of May 1774. Now last past.

| Dozs | | |
|---|---|---|
| 101. | 9. | One Hundred and one doz: and 9 bottles Madeira Wine |
| 14. | 5. | Fourteen doz: and five bottles Claret |
| 2. | 3. | Two doz: and three bottles Madeira Wine |
| 1. | | One doz: Port Wine in bottles |
| 33. | | Thirty three doz: bottles of Brandy |
| 1. | 4. | One doz: and four bottles Hock. |
| 4. | 6. | Four doz: and Six bottles Porter |
| 1. | 11. | One doz: and Eleven bottles Mangos Shrub |
| 2. | 3. | Two doz: and three bottles of Rum |
| | 4 | Bottles Small Beer Four |
| | | One Puncheon of Ruon |
| | | One Pipe Madeira Wine |
| | | One Cask containing twenty five Gall: Arrac |
| 9. | 4. | Nine doz: and four bottles Arrac |
| | | One Case containing fourteen bottles Geneva |

| | | | |
|---|---|---|---|
| One Silver Mugg | | | |
| One Coffee Pot | | | |
| Two Saucers | | | |
| Four Salts and Spoons | | | |
| Twelve Table spoons | Silver | 3 | dwt |
| Twelve Tea spoons | | 129. | 9 |
| One Marrow spoons | | | |
| One Punch Strainer | Total weight One Hundred and Twenty Nine Ounces nine Penny weight. | | |
| One Soup Spoons | | | |

Sold Michael Tamm



## Inventory Continued

| | |
|---|---|
| One Sub and one peice of a Sub Sugar Candy | |
| One Case containing a Double sett of Knives and forks | |
| 11 pairs of odd Knives and forks | |
| five Spitts | |
| Five Gridd Irons | |
| Two Slice pans with Covers | |
| One Iron Tangon | |
| Two chopping Knives | |
| One Pickle case Lock and Key | |
| One Metal Tunnel | |
| One Tin Tinnmet | |
| One pr. Lime squeizers | |
| One pr. White Copper Candlesticks | |
| Ten brass shade Candlesticks | |
| Forty three China Table dishes | |
| Two Soup Turiens and Covers | |
| Two Soup Dishes | |
| One baking dish and one plate | |
| Two Tea pots | |
| Four Cups and Six Saucers | |
| Nine Tea Cups and Eleven Saucers | |
| One Butter Cup and Saucers | |
| One Milk Cover and top | |
| One Hundred and five wine Glasses | |
| Eight wine and water Glasses | |
| Ten cut Glass Salts | |
| Five Candle Shades | |
| Four Wall Lanthorns | |
| Nine Standing Cotts and bedding | |
| Eight Camp Cots and bedding | |
| Fifteen Tables Various | |
| Eight looking Glasses various | |
| Thirty fixed Pictures various | |
| Three pair Racks | |
| One Frying Pan | |
| One Flesh Kettle and cover | |
| Two Tea Kettles and covers | |
| Three measrs half Gall: and quarts | |
| Three bottles Pickles | |
| One pewter water plate | |
| One Cheese toaster Old. | |
| One Brass water spot and Button | |
| Four Grose of Corks | |
| Eighteen Soup Plates | |
| Sixty Eight Table Plates | |
| Six Sauce Boats | |
| Seven Salts | |
| One Bruit Stand | |
| Ten Custard Cups | |
| Ten Pickles Saucers | |
| Nine Coffee Cups and Saucers | |
| One Butter Cup and Cover | |
| Three Muggs | |
| Ten Bread Glasses | |
| Twelve Tumblers | |
| One Decenter | |
| Seven hanging Lanthorns | |
| One Marble Slat Broke | |
| One Corner Cupboard | |
| Two Couches | |
| Forty Eight Chairs various | |
| Three Wine Byngs | |
| Three Billiard Tables with all compleat Necessary of | |
| One Desk | |
| Three Chests | |
| Two Boxes | |
| Sixty Eight Shirts | |
| Twenty one Waistcoats | |
| Ten Long Drawers | |
| Twelve Handkerchiefs | |
| Six pair White Breeches | |
| Fifteen Short Drawers | |
| Eight pair Satten Breeches | |
| Thirty Cotton Stockings | |
| Three pair Worsted | |
| One Night Cap | |
| One Hat and Box | |
| One Back Gammon Table | |
| One Large China Dish Cracked | |

## Inventory Continued

One Screen cracked
One Punch Bowle Ditto
Four Glass Candle Sticks
1 pcs Hair Ribban
Ten Billiard Bables
Four Bottle Shuffflers
One pr. Pistols
One remnant of Satin
One brush
One Hadleys Quadrant
One pcs. Long Cloth ordinary
Seven prs. Shoes
One Coffee Pot
Some Palms and Needls
One Sand Box and Inkstand
Two prs. Brass Devidors
One Brass Cock
One Gunter Scale
One Worm Chest
One pr. Shoe Stritchers
One Bloaths Brush
One Palanqueen
Two bandyan Lowries
Six palamcohs
Five Gingam Bed Covers
Twenty Six Table Cloths
One Piece new Dimity
Fifty three Cassalore Table Cloths
Two Towels
Four pcs. Muslin Handkerchiefs
Four Coats
One wide Ditto
Five Satin Waistcoats
Seventy three Pillow Cases
Sixteen bottls ordinary Claret
One Bottle Cherry Brandy
Ninety bottles ordinary Rea Wine
One Bottle with Some Lemon
Four Case bottles of Arrac
Two Cases with Nineteen bottles
a Parcel of ordinary Tea
a pairel of Lamp Leads
One piece of Damask
a Parcel of Cork
One Books Design
One Counter Box
One pr. Boot garters
One pr. Book and one pr. Slippers
Four Lapen Wax Candles
One East India Pilot
One Volume Chambers Dictionary
Seventy one Books various
One Glass Bell Lamp
One Horn Lanthorn
One writing Desk
One half Minute Glass
Twenty Neck Cloths
One Case

Madras 31st May 1788.

David Young
The Only Surviving Executor to the
Estate of the late Mr. John Whittle
Deceased.

Cha. Baker
Atty. for Defr.

An Inventory of Sundries Sold at the Sea Gate Sept. 6. 1794. Amounting to the Net Sum of One Hundred and fifty one Pagodas fourteen Fanams and fifty Eight, as by the Sea Gate Register Account.





## The Replication of Pottiriddi Barrett

of Madras Inhabitant Administrator to the Estate and Effects of Edward Bylance Durand to the Answer of David Young also of Madras Inhabitant Surviving Executor of the last Will and Testament of John Whittle Deceased

This Repliant saving to himself all advantages of Exception to the Defendants said Answer for Replication thereunto saith that all and every the matters and things in and by his said Bill of Complaint already said he will Justify & Maintain and Prove to be good certain and sufficient the Law to be Answered unto in such manner as the same are therein and thereby set forth and alledged and that the Answer of the Defendant is evasive and insufficient in the Law to be by this Repliant replied unto for Divers manifest imperfections and uncertainties therein contained the benefit of Exception whereunto being now and at all times saved unto this Repliant, he for further Replication saith that the Defendant hath admitted that the Legacy was left to this Repliant as charged in his Bill of Complaint and that the Defendant was an Executor of the Testator John Whittle and that he possessed himself of Effects to a large Amount that the said Legacy wherefore this Repliant humbly insists that the Defendant ought to be Decree to pay this Repliant the said Legacy with Interest as Charged by this Repliant and as to the several Exhibits Annexed to this Defendants Answer and this Reasoning of the Defendant thereon the same seem calculated to harrass this Repliant with Expences without being at all relevant to the Point in Question in the Cause, nor so the said Matters in any wise concern this Repliant.

All which Matters and things this Repliant is ready and willing to aver maintain and prove and therefore he Prays as in and by his Bill of Complaint he hath already Prayed and that the Defendant be adjudged to exemplary Costs by reason of his said irregular and vexatious Answer.

D. Bonham
Atty. for Complt.

994.

Filed 5th May 1789

The Rejoinder of David Young of Madras Inhabitant and Surviving Executor of the Last Will and Testament of John Whittle Deceased Defendant to the Replication of Cottrell Barratt Administrator of the Estate and Effects of Edward Rylance Deceased Complainant

This Defendant Now and at all times hereafter Saving and Reserving to himself all and all Manner of benefit and Advantage of Exception to the Many Errors Uncertainties untruths insufficiencies and Imperfections in the Complainants Said Replication Contained for Rejoinder thereunto Saith that he will ever Maintain and prove all and Singular the Matters and things Contained in this Defendants Answer to be good Certain true and Sufficient in the Law to be Rejoined unto in such Manner and form as the same are therein and thereby Set forth and alledged and that the Said Replication is very untrue Evasive and insufficient for the Defendant to Make any further or other Answer thereunto Except what he hath before in his Answer Set forth—

All which Matters and things this Defendant is Ready and willing to Verify Maintain and prove as this Honble Court shall Direct and Most humbly prays as in and by his said Answer he hath already Prayed

J. Chalmer
Atty. for Defts

993.

Interrogatories to be Administered to & such Witnesses as shall be Produced Sworn and Examined in a Certain Cause Depending and at Issue in the Honble the Mayors Court at Madraspatnam Cottrell Barrett of Madras Inhabitant Administrator of the Estate and Effects of Edward Rylance Deceased is Complainant and David Young of the Same Place Merchant Surviving Executor of John Whittle Deceased is Defendant

On the Part and behalf of the Defendant

Cotton Bowyer Bank Dept. } Interrogatory Whether do you know the Parties Complainant and Defendant In the title of these Interrogatories Above Named or either and which of them And whether did you know John Whittle Deceased If yea? How long have you to known them or either of them Declare—

Cotton Bowyer Banck Dept. } Interrogatory Were You or were You not some time on or About the Year One thousand Seven Hundred and Seventy four Seagate Register And did you or did you not Some time on or about that Period Sell and dispose at Auction Sundry Articles belonging to the Estate of the said Deceased John Whittle Did or did not the Money Arising from the Said Sale Amount to one Hundred and fifty one Star Pagodas or any other and what Sum Were You or were You not Applied to for the said Money by the Said David Young and Did You or did You not know him to be the Only Surviving Executor to the Estate and Effects of the said John Whittle Did you or did you not Refuse to Pay him for a certain time the Money Arising from the said Sales, and If Yea what were Your Reasons for With holding the Same How long did the said Money Remain In Your hands And when and what Year did You Pay it to the said David Young Did You or did You not refuse to account for Interest Due upon the Said Sales And did You or did You not allege then the Money had Always been Ready had You known Properly who was to receive it and who was Authorized to give You a Sufficient discharge Declare as You know and Do Verily Believe

Interrog

Interrogatory Lastly Do You Know of any other Matter or thing or have You heard or can You say any thing Touching the Matter in Question in this Cause that may tend to the benefit or Advantage of the Defendant If You Declare the same as You Know have You heard or do Believe together with the Reasons of such your belief as fully as If You had been thereunto particularly Interrogated

J Chalmer
Atty for Defts

Mayor's Court at Madraspatnam

Between Cottrell Barrett of Madras Inhabit. Administrator of the Estate and Effects of Edward Rylance deceased Complainant and David Young of the same Place Merchant Surviving Executor to the last Will and Testament of John Whittle Deceased Defendant.

On the Part of the Defendant

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

Mr Cotton Bowerbank Dent of Madras Gentleman Aged about forty three Years being produced as a Witness in this Cause On the Part of the Defendant was on the fifteenth Day of June One Thousand Seven Hundred and Eighty Nine Sworn and Examined at the Office of Mr Stephen Popham who is Attorney for the Complainant by one of my Servants who also left with him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposith as followeth—

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Cottrell Barrett in this Cause and that he hath so known him many Years and that he doth know the Defendant David Young in this Cause, and that he hath so known him about fifteen Years— and more saith not to this first Interrogatory—

2d ..... To the Second Interrogatory this Deponent saith that he was about the Year One Thousand Seven Hundred and Seventy four Sea Gate Register— and further saith that about that period he did Sell and dispose at Auction Sundry Articles belonging to the Estate of the said Deceased John Whittle, this Deponent saith, that the Neat Money



Money arising from the said Sale did amount to one Hundred and fifty one Pagodas fourteen fanams and fifty four Cash after deducting a Commission of four p Cent and the fees due to the Buyer— and further saith, that to the best of his recollection he was applied to by the said David Young, this Deponent saith that he did conceive him to be the only Surviving Executor to the estate and Effects of the said John Whittle and under that Idea paid him the abovementioned Sum as p Letter from him of the Eighteenth March One Thousand Seven Hundred and Eighty four— requesting the same might be paid him, deducting the Account of quit Rent due to the Company which this Deponent accordingly did on the twenty Sixth April One Thousand Seven Hundred and eighty four— and further saith, that he did refuse to pay him for a certain time the Money arising from the said Sales— and that his reasons for which holding the same was, that he conceived that Mr. Williamson executor to the estate of Major James Sellers and Edward Rylance had a prior claim— and desired him to retain the money till the matter was adjusted by course of Law, this Deponent saith that he cannot remember the precise time the Money remained in his possession— but believes from the Year One Thousand Seven Hundred and Seventy four, when the Goods were sold to the twenty Sixth April One Thousand Seven Hundred and Eighty four, when the amount Sales was paid— and further saith that he did refuse to account for Interest due upon the said Sales— the Money being reserved as a Deposit and always forth coming when properly demanded— and more he saith not to this or to the last Interrogatory—

Joseph Shawe
Extr.

C B Dent

998.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th Day of August Anno Domini 1789.

Present

William Webb Esquire Mayor

Vincentio Corbett and John Millford

Aldermen

Cottrell Barrett Administrator of Edward Rylance Deceased

Pltffs

David Young Surviving Executor of John Wallis Deceased

Defdt

Bill with Copy of an Account Annexed Read

Answer with Copies of Sundry Exhibits Annexed Read

Replication Read.

Rejoinder Read.

Interrogatories on the part of the Complainant Read.

One Deposition taken thereunto Read.

This Cause Coming on to be heard and Debated this Day in the Presence of the Attorneys on both Sides On Reading the Complainants Bill with Copy of an Account Annexed, the Defendants Answer with Copies of Sundry Exhibits annexed, the Replication, the Rejoinder, the Interrogatories and Deposition on the part of the Complainant On Hearing the Pleadings and Arguments 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 Complainants Bill do stand Dismissed with Costs &c.

By Court

Filed 23d May 1789

999.

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble & Court Your Orator Zachariah Polach of Madras Inhabitant that Chickaty Chitty of the same place Inhabitant Stands indebted unto Your Orator in the full and just Sum of One Hundred and Ninety two Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain, at the rate of Eight Shillings for every Pagoda the Sum of Seventy Six Pounds and Sixteen Shillings as will more fully and at large Appear by the Copies of an Account and of four Letters hereunto & Annexed for the Inspection of this Honble Court, and prayed by Your Orator to be & taken as part of this his Bill of Complaint the Originals whereof is in Your Orator's Possession and ready to be produced to this Honble Court when Required And Your & Orator Sheweth that on the Twelfth day of March in the Present Year of Our Lord One Thousand Seven Hundred and Eighty Nine Edward Pelling of Madras Inhabitant received from Your Orator Sundry Goods which he kept for some time in his own House, but having Occasion to depart from Madras and apprehensive of the Goods of Your Orator being Seized by this Honble Court at the instance of Thomas de Castro who had a Warrant of Execution against the said Edward Pelling he left the & Principal part thereof being the same which are specified in the Account & hereunto Annexed in the Possession of the said Chickaty Chitty as by the said Letters of the said Edward Pelling hereunto Annexed may Appear Your Orator further Sheweth that he produced the said Letters to the said Chickaty Chitty and demanded of him the said Goods thro' Thomas Chase Esquire Clerk to the Justice and & altho the said Chickaty Chitty Acknowledged before the said Thomas Chase the said Goods to be in his Possession Yet he refused to deliver up the same to Your Orator under Pretence that the said Edward Pelling owed to the said Chickaty Chitty a Considerable Sum of Money which is not the Case as appears by the Letter of the said Edward Pelling hereunto Annexed but whether it be so or not & in no wise Concerns Your Orator— And Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner requested the said

Said Look from the said Chickaty Chilly to the Payment of the said Sum of Pagodas Hundred and Ninety two Pagodas.

Witness my Hand

Chickaty Chilly

Witness to the Signature of the said Chickaty Chilly

Thomas Bowyer

Chickaty Chilly and Company of Madras Merchants do hereby Acknowledge and Confess to owe unto Zachariah Polack Merchant of the same Place the Sum of One Hundred and Ninety two Pagodas for Value received of him which we promise to Pay unto the said Zachariah Polack or his Order in Manner following that is to say One Moiety thereof in Six Months and the other Moiety in Twelve Months next ensuing the Date hereof for the Payment whereof we bind us our Heirs Executors and Administrators and all our Estate Real and Personal in Madras aforesaid and elsewhere unto the said Zachariah Polack his Executors Administrators and Assigns firmly by these Presents Witness our Hands and Seals this 25th May 1749.

Witness to the Signing Sealing and Delivery hereof

Thomas Bowyer

Chickaty Chilly

Witness to the Signature of the said Chickaty Chilly

Thomas Bowyer

Know all Men by these Presents that I Chickaty Chilly of Madras Merchant am held and firmly bound unto Zachariah Polack of the same Place Merchant in the Sum of Two Hundred and Ninety two Pagodas to be paid to the said Zachariah Polack his Executors Administrators or Assigns to which Payment well and truly to be made I bind me my Heirs Executors and Administrators and all my Estate Real and Personal in Madras aforesaid and elsewhere firmly by these Presents Witness my Hand and Seal this 25th May 1749.

Whereas the above bounden Chickaty Chilly hath this day entered into a Bond with Zachariah Polack in the Sum of Two Hundred and Ninety two Pagodas for the Payment of the said Sum of Pagodas Hundred and Ninety two Pagodas as by the said Bond may appear Now the Condition of this Obligation is such that if the said Chickaty Chilly his Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Zachariah Polack his Executors Administrators or Assigns the Sum of One Hundred and Forty six Pagodas on the 25th November next ensuing the Date hereof and the Remainder of the said Sum of Pagodas on the 25th May 1750 then this 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

Thomas Bowyer

Chickaty Chilly

Witness to the Signing Sealing and Delivery hereof

Thomas Bowyer

Chickaty Chilly

Witness to the Signature of the said Chickaty Chilly

Thomas Bowyer

Know all Men by these Presents that I Chickaty Chilly of Madras Merchant am held and firmly bound unto Zachariah Polack of the same Place Merchant in the Sum of Two Hundred and Ninety two Pagodas to be paid to the said Zachariah Polack his Executors Administrators or Assigns to which Payment well and truly to be made I bind me my Heirs Executors and Administrators and all my Estate Real and Personal in Madras aforesaid and elsewhere firmly by these Presents Witness my Hand and Seal this 25th May 1749.

Whereas the above bounden Chickaty Chilly hath this day entered into a Bond with Zachariah Polack in the Sum of Two Hundred and Ninety two Pagodas for the Payment of the said Sum of Pagodas Hundred and Ninety two Pagodas as by the said Bond may appear Now the Condition of this Obligation is such that if the said Chickaty Chilly his Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Zachariah Polack his Executors Administrators or Assigns the Sum of One Hundred and Forty six Pagodas on the 25th November next ensuing the Date hereof and the Remainder of the said Sum of Pagodas on the 25th May 1750 then this 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

Thomas Bowyer

Chickaty Chilly

Witness to the Signature of the said Chickaty Chilly

Thomas Bowyer

Dr. — Chickaty Chilly in Account Current with Zachariah Polack — Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| To my Goods delivered in your care by Edward Pilling which you have Acknowledged before Mr. Chase, to have Received but refused to return them to me, though I have Mr. Pillings Order to receive them from you as of his Letters to you, me and his Attorney now in my Possession | | | | By Balance due | 192 | " | " |
| For 2. Large Medicine Boxes | 120 | " | " | | | | |
| do 1. Painting Do | 25 | " | " | | | | |
| do 1. Shaving Do | 10 | " | " | | | | |
| do 1 Writing Do | 9 | " | " | | | | |
| do 1. Case of Mathematicale Instrument | 16 | " | " | | | | |
| do 1. Spying Glass | 12 | " | " | | | | |
| Pagodas | 192 | " | " | Pagodas | 192 | " | " |

Fort Saint George
16th May 1749.
Errors Excepted
Z. D. Polack.

Errors Excepted
Popham

(100)

1002.

Mr. Abraham Angell

Dear Abraham

I was informed by Mr. Pelling of your Arrival which make me very easy— I now must intreat you to request our friend Mr. Polack for his Patience for his Goods and on that Account I enclose you a Note for Chickaty Chitty Son in Law to Chocapah Chitty &c which You will Deliver him and receive the Goods in Question which I left with him & for fear of being Sequestrated by De Castro I wish to see you much—

Chindatory Pettah 4th May 1789

Yours
Ed Pelling

P.S. Pleas to deliver the things when rec.d to Mr. Polack—

A true Copy.
Popham

Chickaty Chitty

My friend

As I and Mr. Polack were in point in settling our Accounts, and as I have trusted his goods into Your Care for fear of any Accident about the Sequestration of Mr. De Castro— You will therefore with or without further Advice deliver the same into the hands of Mr. Abraham Angell— as I am in hopes of seing You in a few days more we shall have the pleasure of seing each other when your business

Chindatory Pettah 4th May 1789

Yours Truely
Edward Pelling

2 Medicine Chest / large Compleat
1 Painting Box - - - - - Do
1 Shaving do
1 Writing do
1 Telescope
1 Mathematical Instrument—

A true Copy
Popham

1003.

Mr. Zachariah Polack

Madras

Sir

I have sent a letter yesterday to Mr. Angell with a nother order to Chickaty Chitty for the Delivery of Your Goods which I left by him when the disagreeable affair happened between Me and Mr. George Mos— at the Same time I desired Mr. Angell to deliver them to You and take a Receipt If the Chitty makes any difficult for them / which I doubt much / You will assist Mr. Angell for the Recovery thereof— You will not forget to keep my Accounts Ready—

I am Sir
Your Obt. Servant
Edward Pelling

A true Copy
Popham

Mr. Z. Polack

Sir

I have just this moment Received a Note from Mr. Angell wherein he claims me of my Debts to Chickatah Chitty of 200 Pagodas is absolutely false— Yes. I had some things of him amounting to 30 or 40 Pagodas which it must be deducted from the Custom he owes me for Sundry of his goods destroyed by me and no more the whole Madras & knows him to be a Shuffler— some time ago he told Mr. Angell that I owes him & 500 Pagodas and now only two, therefore Sir You must not believe what he says, & force him by the Justice for the delivery of Your goods— I wish I was in his Presence he would have Paid me very dear for his false Accusation I do assure You once more that I have only sent your goods and his house to be Kept out of the way & when I was attached by my Bails I hope by this Note you will be able to get Your goods from him— at the same time I have Sent another note to My bail Mr. Mos to Demand my Accounts from You when You have Received all Your goods Sale—

I am Sir
Your Obed.t Servant
Edward Pelling

A true Copy
Popham

1004.

Filed 2 June 1789/

The Demurrer of Chichaty Chitty of Madras Inhabitant Defendant to the Bill of Complaint of Zachariah Black of the same place Inhabitant Complainant

The said Defendant by Protestation not confessing or Acknowledging all or any of the Matters and things in the Complainants Bill of Complaint contained in such manner and form as the same are thereby set forth to be true doth Demur in Law to the same and for Cause Demurrer says, that it appears by the Complainants own shewing that the principal End Purpose and Intent of the Said Complainant by his said Bill of Complaint is the recovery of the Sum of One Hundred and Ninety two Pagodas for Certain Goods and Merchandize charged to have been delivered to the Care of this Defendant by Edward Pilling this Defendant saith that the said Goods were Delivered to this Defendant by the said Edward Pilling but expressly in part Satisfaction of a Debt due to this Defendant as does appear by one of the said Edward Pillings Notes Copy of which is annexed to the Complainants Bill of Complaint wherein he Acknowledges that there are several Subsisting Accounts between this Defendant and the said Edward Pilling this Defendant doth therefore Demur in Law to the Compltts said Bill of Complaint and abide by the Judgement of this Honble Court whether he shall be bound or Compelled to make any other or further Answer thereunto and humbly prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully Sustained

Chas Ingles
Atty. for the Defd.

1005.

Filed 4th August 1789/

The Joinder of Zachariah Black Complt to the Demurrer of Chichaty Chitty Defendant

This Complainant Saith that Notwithstanding any thing in the above said Demurrer charged alledged or Set forth by the said Defendant this Complainants Bill of Complaint ought not to be dismissed, For this Complainant Saith that the said Bill of Complaint and the Matters and things therein Set forth and Charged are good & Certain and Sufficient in the Law whereon to Maintain his Action Against the Defendant which said Matters and things he is Ready and willing to Aver Maintain and prove in such Manner and form as this Honble Court shall think fit and for Joinder unto the said Demurrer the Complainant Saith as follows that the said Note of the said Edward Pilling in no wise implies that he owed the Defendant any Money on the Contrary the said Note expressly Maintains this Complainants Right of Action Against the Defendant in Manner and form as the same is Stated and Charged in the Complainants Bill of Complaint and this Complainant Saith that his said Bill of Complaint having Expressly Stated and Charged all and Singular the Matters and things Relative to this Complainants Demand and the same being fully verified by Affidavits this Complainants Prays Judgment of this Honble Court for the Amount Charged by him to be due from the Defendant to this Complainant According to the Act of Parliament of the Fourth Year of the Reign of her Majesty Queen Anne

Topham
Atty. for Compltt.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of August Anno Domini 1789.

Present

William Webb Esquire Mayor

Andrew Ross and John Mitford

Aldermen

Zachariah Polack

Chickaty Chitty

Bill with Copies of an Account and four Letters Annexed Read

Demurrer Read

Joinder Read

The Demurrer and Joinder Coming on to be Argued and Determined this Day in the Presence of the attornies on both Sides and the Court having had due Consideration thereon doth think fit to Order and doth accordingly Order that the Demurrer be thrown out with Double Costs of Suit and that the Defendant be put upto his Answer



Filed the 27th Octr 1788.

In the Honble the Mayors Court at Madraspatnam

Between Balaje Row of Madras Inhabitant Complainant and Paucala Vencatachellum of the same place Inhabitant Defendant

The Humble Petition of Paucala Reddy and Rasanajelloo

Humbly Sheweth

That above Named Complainants did on the Twenty fifth day of September in this present Year of Our Lord One Thousand Seven Hundred and Eighty Eight Exhibit and file his Bill of Complaint in this Honble Court with a Copy of a Note hereunto Annexed against the said Defendant for the Sum of Five Hundred and Twenty Pagodas pretending to be due and owing thereupon unto him the said Complainant from the said Defendant and the said Defendant having Appeared thereunto and Acknowledged the Justness of the said Complainants Demand this Honble Court was pleased on the Thirtieth day of the same Month to grant a Decree against the said Defendant for the Amount of the said Complainants said Demand and the term of fourteen days allowed by his Majestys Charter having elapsed without the said Defendants Satisfying the said Decree of this Honble Court or Appealing therefrom this Honble Court was pleased on the fourteenth day of this Instant to grant an award and Issue a Writ of Execution Against the Goods and Chattles of the said Deft Directed to the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof requiring and Commanding him the said Sheriff to Seize upon and Sequester the same and by Sale thereof to Levy the Amount of the said Complainants Demand by Vertue of which said Writ of Execution he the said Sheriff did Seize upon a Certain House and Ground Situated in Cossack Naicks Pettah under pretence that the same belonged unto the said Defendant Whereas Your Petitioners Saith that the said premises are the Joint Property of the Defendant as well as that of Your Petitioners as will more fully appear by the following Narrative, that Paucala Appayah Naidoo Your Petitioners Father had three Sons To Wit Your Petitioners and the above

1006.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of August Anno Domini 1789.

Present

William Webb Esquire Mayor

Andrew Ross and John Mitford

Aldermen

Zachariah Polack

Chickaty Chitty

Bill with Copies of an Account and four Letters Annexed Read

Demurrer Read

Joinder Read

The Demurrer and Joinder Coming on to be Argued and Determined this Day in the Presence of the Attornies on both Sides and the Court having had due Consideration thereon doth think fit to Order and doth accordingly Order that the Demurrer be thrown out with Double Costs of Suit and that the Defendant be put upon his Answer

1007.

Filed the 27th Octr 1788.

In the Honble the Mayors Court at Madraspatnam

Between Balajee Row of Madras Inhabitant Complainant and Paucala Vincatachellum of the same place Inhabitant Defendant

The Humble Petition of Paucala Reddy and Ramanjellow

Humbly Sheweth

That above Named Complainants did on the Twenty fifth day of September in this present Year of Our Lord One Thousand Seven Hundred and Eighty Eight Exhibit and file his Bill of Complaint in this Honble Court with a Copy of a Note hereunto Annexed against the said Defendant for the Sum of Four Hundred and Seventy Pagodas pretending to be due and owing thereupon unto him the said Complainant from the said Defendant and the said Defendant having Appeared thereunto and Acknowledged the Justness of the said Complainants Demand this Honble Court was pleased on the Thirtieth day of the same Month to grant a Decree against the said Defendant for the Amount of the said Complainants said Demand and the term of fourteen days allowed by his Majestys Charter having elapsed without the said Defendants Satisfying the said Decree of this Honble Court or Appealing therefrom this Honble Court was pleased on the fourteenth day of this Instant to grant an Award and Issue a Writ of Execution Against the Goods and Chattles of the said Defr Directed to the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof requiring and Commanding him the said Sheriff to Seize upon and Sequester the same and by Sale thereof to Levy the Amount of the said Complainants Demand by Virtue of which said Writ of Execution he the said Sheriff did Seize upon a Certain House and Ground Situated in Peddah Naiches Pettah under pretence that the same belonged unto the said Defendant Whereas Your Petitioners Saith that the said premises are the Joint Property of the Defendant as well as that of Your Petitioners as will more fully appear by the following Narrative, that Paucala Appayah Naidoo Your Petitioners Father had three Sons to Wit Your Petitioners and the above

above Named Defendant that about Thirty Years ago the Said Pencala Appayah Naidoo Departed this Life and Your Petitioner were taken Care of and Maintained by their Mother who out of her own industry and with the Labour she provided so much as enabled her to buy a Piece of Ground and built a Small House thereon, that after Your Petitioners and the above Named Defendant had Arrived to the Age of Maturity they did Jointly purchase another piece of Ground for Thirty Nine Pags and added to the one purchased by Your Petitioners Mother so as aforesaid and the Bill of Sale of which was According to the Custom of Your Petitioners Cast made in the Name of their Elder Brother the above Named Defendant that sometime after Your Petitioners said Mother Departed this Life and her funeral rites were performed by Your Petitioners and the above Named Defendant and Your Petitioners and the said Defendant afterwards Jointly lived in the said House for some time as one and the same family and whatever was earned by Your Petitioners was always thrown together and made into One Stock and under the Care and Management of the Defendant as their Elder Your Petitioners further Shew that some time Afterwards a dispute Arose between the family of Your Petitioners and that of the Defendant Whereupon the Defendant banneed & separately but Continued Lived in the House as Usual and some short time afterwards Your Petitioners and the said Defendant proposed keeping a China Shop and Accordingly Kept one with the Monies belonging to Your Petitioners and the said Defendant Jointly and Your Petitioners as well as the said Defendant attended the said Shop but never Contracted any Debt nor was there a Necessity for Contracting any Your Petitioners further Shew that finding all these of Your Petitioners Could not live from the profits Arising from the said Shop Your Petitioners gave it into the Care of the Defendant and Your Petitioners earned their livelyhood by Serving some Gentlemen as Dubash and whatever Rebirth during the separation and Arrangement that had taken place whatever was earned by Your Petitioners was delivered to the Defendant as the Head of the family & Your Petitioners further Shew that some time in the last Year Your Petitioners by the instigation of the Defendant went to Mr Shaw to procure a Bill of Sale



Sale for the House abovementioned and Accordingly procured it in the Name of the Defendant Conformable to the unvariable Custom practiced by those of Your Petitioners Cast and all other Native Casts in General, that Your Petitioners Brother Availing himself of this Opportunity Applied to one Balagee Row Dubash or Writer to Charles Englis Esquire Consulted with him upon a Plan or Scheme to Dispossess Your Petitioners of their Share in the said House and Sensible of Your Petitioners indigent Circumstance and in order the more to injure Your Petitioners and harrass them with a Law Suit the said Balagee Row Caused a Bill of Complaint to be filed against Your Petitioners by his said Brother the above Named Defendant for the Sum of Pagodas Sixty for House Rent and Immediately after another Bill was filed against the said Defts by the above said Balagee Row for the Sum of Pagodas Five Hundred and Sixty to which the above Named Defendant Appeared and Acknowledged the Debt with no other view but that of Selling the same and thereby deprive Your Petitioners of their Right and Property therein Your Petitioners Shew that the said Balagee Row is well known to be in indigent or at best very poor Circumstances And in the Service of the said Mr Englis receives about Eight Pagodas p Month which is the allowance as Wages Your Petitioners Saith that they have great reason to believe that the said Bond given to the said Balagee Row is for no Certain Consideration Whatsoever but that the same is a Concerted Plan conducted between the said Balagee Row and the said Defendant with a Design of Dispossessing Your Petitioners of their Share as is aforesaid for Your Petitioners Shew that it is only three Months ago that Your Petitioners commenced a dispute with the above Named Defendant and at which time the Bond now in question was not existing for had such a Bond been given at that time Your Petitioners would of Course have known Your Petitioners Shew that they are Credibly informed that the said Bond was made out Two Months ago and antidated by the said Balagee Row—

Your Petitioners therefore implore the protection and aid of this Honble Court in the aforesaid Premises and most humbly pray that this Honble Court will Condescend to Order the said Warrant of Execution to be superceded as far as relates to the Seizure of the Premises and the Sheriffs Seal be taken from

from off the same and Your Petitioner be put in the Quiet and Peaceable Possession and Enjoyment thereof

And Your Petitioner as in Duty bound
Shall Ever Pray.

Stuart Hall
Atty. for Petitr.

Filed 2 Dec. 1788.

In the Honble the Mayor's Court at Madraspatam

Between Balajee Row of Madras Inhabitant Complainant and Poncala Vencatachillum also of the same place Inhabitant Defendant

The Answer of the above Named Balajee Row Respondent to the Petition of Poncala Reddy and Ramanjeloo

This Respondent admits that he did on the twenty fifth day of September in this present Year of our Lord One Thousand Seven Hundred and Eighty Eight exhibit and file his Bill of Complaint with Copy of a State of Account thereunto Annexed for the sum of five Hundred and Twenty Star Pagodas as just and truly indebted to him the said Complainant by the said Defendant — This Respondent also admits the said Defendant having appeared thereto and Acknowledged the justness of this Respondents Demand this Honble Court was thereupon pleased on the Thirtyeth day of said Month of September in the said Year to grant a Decree unto this Respondent for the amount of his said Demand and the term of fourteen days allowed by his Majesty's Charter having elapsed without the said Defendant satisfying the said Decree of this Honble Court or appealing therefrom — this Honble Court was pleased on the fourteenth day of October following to grant an award and issue a Writ of Execution against the goods and Chattels of the said Defendant directed to the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof requiring and Commanding him the said Sheriff to Seize upon and Sequester the same and by sale thereof to levy the Amount of the said Complainants demand by virtue of which said warrant of Execution the said Sheriff did Seize upon a certain house and Ground Situated in Pedda Naicken Pettah being the property of the Defendant but not of the said Petitioner as they pretend and give out and in order to prove to the Satisfaction of this Honble Court that the said house and Ground is the Sole property of the Defendant this Respondent begs leave to recite the following circumstances Viz. — The Defendant did about twenty Years ago purchase a piece of Ground from Petchegy Gunganah Chitty and built a House thereon at his own Cost and Charges and enjoyed the same without any molestation or interruption either by the Petitioners or any other person or persons whatsoever as will more fully and at large appear by the attested Copy of the Bill of Sale of the said House and Ground hereunto Annexed Marked A. for the inspection of this Honble Court the original being in the Custody of Mr. Shaw the Register of the Choultry Court this Respondent further sheweth that the Defendant was in want of Money and borrowed from this Respondent the sum of five Hundred Star Pagodas upon his Note of hand Payable in Six Months from the date thereof but having failed in his promise to pay the said sum at the expiration of the said Six Months — this Respondent filed a Bill of Complaint against the Defendant for the recovery of the said Sum of five Hundred and Twenty Star Pagodas including interest thereon to which said Suit the Defendant appeared in Court and Acknowledged the Justness of this Respondents Demand the Honorable Court therefore was pleased on the thirtyeth day of September in the Year of our Lord one thousand Seven Hundred and Eighty Eight to grant a Decree unto this Respondent against the Defendant for the principal and Interest Amounting to the Sum of five Hundred and Seventy Star Pagodas and also all Costs of this Suit Copy of the said Decree Marked B. is hereunto Annexed for the inspection of this Honble Court the Original whereof being in this Respondents Custody and ready to be produced whenever required — this Respondent not receiving the

the Satisfaction as ordered in the said Decree did therefore on the fourteenth day of October following take out a Warrant of Execution against the Effects of the Defendant and by virtue thereof the Sheriff did Seize and Sequester a House and ground the property of the Defendant and did advertize the same to be sold by public Outcry towards satisfying the said Decree from the Produce of the said Sale — And this Respt. saith that about this time the present Petitioners being informed that an execution had issued on the Decree obtained by this Respondent and hearing that the house and ground was by virtue of the said Execution seized upon by the Sheriff and for other reasons unknown to the Respondent did file their said Petition against this Respondent as stating as therein is stated and praying that as they with their brother the Defendant were jointly concerned in said house and ground that said Execution should be superceded and that the premises should be put in their possession — But this Respondent in Answer thereto saith that he is informed and verily believes that the Petitioners Mother never bought a piece of Ground nor built a House thereon as set forth in said Petition nor that Petitioners and the Defendant their Brother when they arrived to Years of Maturity jointly purchased another piece of Ground for thirty Nine Pagodas adjoining to the said piece of Ground and house purchased by their said Mother nor that the said Petitioners did put the entire money earned by them into the hands of Defendant or that under his Care and Management they made but one stock of all their earnings but this Respondent saith he was receive very good information that the Defendant was the only purchaser of the whole of said ground and that it was at his own proper Costs and charges he built the said House thereon and that he never entered into any kind of partnership whatever with the Petitioners but that he rented part of the said house to them at the rate of one Pagoda p Month and that they have lived with him in the said house about forty Six Months and that they have paid the Defendant the sum of fifteen Pagodas in part of said lodging money and this Respondent is informed and verily believes the ballance remains still unpaid — And this Respondent saith that they never were in partnership with their brother the Defendant in the China Shop, but that the said Shop was solely kept by the Defendant and that all the Advantages and Profits arising



arising therefrom were the Defendants own property — And this Respondent saith he never caused a Bill of Complaint to be filed against the Petitioners by their said brother the above Named Defendant for the sum of Sixty Pagodas for house rent or any sum whatever nor ever know that such a Suit was ever Commenced — And this Respondent further saith that his said Note of hand passed from the Defendant to this Respondent for five Hundred Pagodas was executed on the day of the date thereof and as the Petitioners in signate in their Petition that it was made out about two Months Ago and antidated by this Respondent but that the said Note was wrote and dated at that time by a Man of integrity and honor as this Respondent can fully prove to the Conviction of this Worlde Court as also the due execution thereof which he the Defendant must well know and be sensible of — And this Respondent saith that he will not comment upon the Epithets used by the Petitioners in regard to him but will only say that he should be sorry that his Character stood good by comparison with their general Conduct — he admits however that he is writer to Mr. Inglis and is hopeful the manner in which he Conducts himself will equally bear strictest as proof thereof if necessary

And Lastly this Respondent prays this Honble Court will be pleased to order the said Sheriff to sell the said sequestered premises to satisfy the Decree of this Respondent and dismiss the Petitioners Petition with reasonable Costs and Charges Most wrongfully sustained in this behalf

Chas. Inglis
Atty. for the Respt.

This

1014.

# A

No. 756. This is to Certify that Poncala Vencatachella Maick hath this day appeared before us and produced Pellauchey Condapah and Vitchore Nagapah persons of Credit who declare that they have known the said Poncala Vencatachella Maick twenty Years and that they know he is in possession of a house and Ground formerly bought from Pitchigy & Gungaiah Chitty Containing in Length from North to South Ninety feet and in breadth from East to West twenty five feet and three quarters which premises are situated at Pessa Maicks Pillah in Parmall Pagoda Gardens now Street between the Houses of Poncala Kistanama Maick and the said Parmall Pagodas Gardens lane which premises he has been possessed of twenty Years without any dispute or question of his right thereto that moreover a proper advertisement was duly affixed upon the Door of the above Mentioned house one Month before the drawning of this Certificate at which the said Witnesses allege they declare without any interest or view of private advantage to themselves the said Poncala Vencatachella Maick likewise avers that he is now in full and Lawful possession of the said House and Ground free from any Mortgage or incumbrance whatever but for which no regular bill of Sale was ever given to him the above premises having been examined and measured by Goorroo pauthom Mastry Bricklayer employed on that service are valued by him at the sum of three Hundred Pagodas – To certify the truth whereof we have hereunto set Our Hands and Caused the Seal of the Choultry Court at Fort Saint George to be affixed this twenty fifth of May one Thousand Seven Hundred and Eighty Seven

Witness

Pellauchey Condapah – Vitchore Nagapah –
Town Poniesply Poriah Pyah – Goorroopauthom Mastry

Examined & certified
George Maule
Examinator

Registered in Fort Saint George this 15th day of Febry. 1788

Jas. Henry Casamayor } Justices
Alex. Davidson }

A true Copy
Chas. Ingalls
Atty. for Respt.

A true Copy
J. Joseph Shawe
Regr.

A true Copy
J. Joseph Shawe
Regr.

1015.

# B

Mayor's Court at Madraspatnam } Tuesday the 30th day of September Anno Domini 1788

L. S.

Present

Edward Garrow Esquire Mayor
Sir John Mungies and Andrew Ross
Aldermen

Between Calaje Row of Madras Inhabitant Complainant and Poncala Vencatachellum of the same place Inhabitant Defendant

Mayor's Court

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 Five Hundred and Seventy Star Pagodas / Star Pags. 570 / 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

Ent
J. Taylor
Depy. Regr.

A true Copy
Chas. Ingalls
Atty. for the Respt.

Witnesses Names
Jenkala Kistnamah, Shaunum Vittiarajooloo, Moccundoo Poonamally Dasham Pittlooroy Saowmy Chitty, Cottom Vencatarama Naidoo, Poovala Vencatachella Naidoo, Pagadam Narrainapah Gundavelly Verdarajooloo Coorahoola Narrainapah Cundapah, Nagapah and Moonlapoody Vencatachellum

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Matter now depending and at issue in the Hon'ble the Mayor's Court at Madras, Between Ballaje Row of Madras Inhabitant is Respondent and Poncala Vencatachellum Defendt In the Affair of the Petition of Poncala Reddy and Ramanjeloo &c.

On the Part and Behalf of the Petitioners

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

2d Interrogatory To Jenkala Kistnamah } Do You or do You not intimately Acquainted with the Petitioners and the Defendants in the Title of these Interrogatories Named &c If yea? are they or they not the Sons of Poncala Appayah Naidoo and did or did not the Wife of the said Poncala Appayah Naidoo at some and what Particular Time after the Decease of her Husband purchase a Piece or Parcel of Ground and where was such Piece or Parcel of Ground Situated was or was not a Small House built thereon - And did or did not the Petitioners and the Defendant after their Arrival at the Age of Maturity Jointly Purchase another Piece of Ground for thirty Nine Pagodas or what other Sum and add the same to the said Piece of Ground purchased by the Defendant said Mother If yea? In whose Name or Names was the Bill of Sale of the whole or any Part thereof executed and what is the Custom of Your Cast in making such Bill of Sale &c

3d Interrogatory To Shaunum Vittiarajooloo and Moccoondoo - - - - - - } Were You or were You not present at the time of death of the said Petitioners said Mother If yea? by whom was the funeral Ceremony performed was it or was it not performed Jointly by the Petitioner and the Defendant If yea? are they or are they not Jointly entitled



entitled to an equal share of the House now in Question or is the Defendant entitled to the whole thereof in preference to the Petitioners they are the Brothers of the Defendant set forth the Custom of Your Cast in such Cases did or did not Poncala Reddy One of the Petitioners by Trade or otherwise make a large fortune then his other Brothers and Particularly the Defendant and was or was not the same employed by him towards the Building of the House now in Question If yea. what Business Trade or Occupation did his Brother the Defendant follow at the time at the death of his said Mother and to the Time the said House was Built and what Business trade or Occupation did the said Petitioner Poncala Reddy follow during the above interval - and do You or do You not Know which of the Two Brothers provided most Money from the time of Business they followed - was or was not the House in Question Built by the Petitioner Poncala Reddy If yea. What Sum or Sums of Money did he lay out for such buildings and would or would not the Defendant and the Petitioners be entitled to equal Shares in the House now in Question although the same might have been built by the Petitioners Poncala Reddy and if the said House had been built by the Defendant with the Money provided by himself would or would not the said Poncala Reddy and Poncala Ramanjeloo According to the Custom of Your Cast have been and be entitled to One Share each of the said House on a decision of their Property and in the present Instance can the Defendant According to the Custom of Your Cast claim the whole of the said House although the Bill of Sale is made out in the name of the said Defendant as the Elder Brother

4th Interrogatory To Poonamally Dasham Pittlooroy Saowmy Chitty Vencatarama Naidoo, Poovala Vencatachella Naidoo and Pagadam Narrainapah } Was or was not the Family Estate of the Petitioners and the Defendant in the Title of these Interrogatories &c Named, divided between them, is it or is it not any ways Customary among those of Your Cast, that the Debts Contracted by the Defendant be Lavyed out of the family Estate - Are You or are You not the Heads of the Cast of the parties in the Title of these Interrogatories Named If yea? Are You or are You not the Petitioners intitled each to One Share of the House now in Question &c

5th

5th Interrogatory to Gandavrady Verdavrajooloo } Are You or Are You not Acquainted with the Petitioner Poncala Reddy and the Defendant in the Stile of these Interrogatories Named If Yea did or did not Poncala Reddy Supply the Defendant with Money to Keep a China Shop and was or was not a Sum of Money borrowed of You by the Poncala Reddy and was or was not the same employed by him in buying Goods for the said China Shop set forth and declare the whole of these Matters as You know have heard or do believe together with the Reasons of such Your Belief

6th Interrogatory to Coorakoola Narrnapah } Did or did not the Petitioner Poncala Reddy to Your Certain Knowledge at different times Advance several Sums of Money for the Purchase of Bricks and other Materials for the Building the House now in Question? To what Amount declare

7th Interrogatory to Cundapah and Nagapah } Did you or did You not attend the Petitioner Poncala Reddy to the House of Mr. Joseph Sharrow the Chantry Court Registier to give Evidence to the Bill of Sale he caused to be made of the House now in Question If Yea was it or was it not made out in the Name of the Defendant and what were the Reasons for its being so made out Is it or is it not Customary among those of Your Cast for the Bill of Sale or any other Writing such as Bonds Notes or Obligations to be made in the Name of the Elder Brother although the Amount thereof was Advanced and Lent by the Younger Brother and dow that entitle the Elder Brother to Convert such Property to his own Separate use and to the Discharge of his Separate Debts or how otherwise Declare

8th Interrogatory to Moonlapoody Vencalachellum } Are You or Are You not well Acquainted with the Defendant in the Stile of these Interrogatories Named If Yea! did you ever hear that the Defendant was ever indebted to any Person or Persons in any Sum or Sums of Money If so to what Amount and Dispute happearing between the Defendant and the Petitioner

Last Interrogatory to all the Witnesses } Do You Know of any other Matter Cause or thing, have you heard or can you set forth any thing touching the Matter in Question in this Cause that may tend to the benefit and Advantage of the Petitioner in this Cause and in the Stile of these Interrogatories Named If Yea! declare the same as You know have heard or do believe together with Your Reasons for such Your Belief as fully and effectually as if You had been thereunto particularly Interrogated and the whole Truth Declare &c

Edward Hall
Proctor for Pet.r



# Mayor's Court at Madraspatnam

Between Balaje Row of Madras Inhabitant Respondent and Poncala Vencatachellum Defendant for the Affair of the Petitioner of Poncala Reddy and Ramanjeloo—

On the part of the Petitioners

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

Shanum Yellowjooloo Pointer of Madras aged Sixty Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioners was on the Sixteenth Day of March One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr. Charles Anglis 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 &c

1st ..... To the first Interrogatory this Deponent saith, that he doth not know the Respondent Balaje Row in this Affair, and that he doth know the Petitioner Poncala Reddy and Ramanjeloo in this Affair and that he hath so known them thirty Years or thereabouts and that he doth know the Defendant Poncala Vencatachellum in this Cause, and that he hath so known him thirty Years or thereabouts—and more he saith not to this first Interrogatory &c

2d ..... To the third Interrogatory this Deponent saith, that he was present at the time of Death of the said Petitioner's said Mother—and that the funeral rites were performed jointly by the Petitioner and the Defendant, this Deponent saith that they are jointly entitled to an equal share of the House in question—and that the Defendant is not intitled to the whole thereof in preference to the Petitioner, although they are Brothers of the Defendant the Custom of his Cast not admitting such exclusive right, this Deponent saith that he doth not know that Poncala Reddy hath acquired a large fortune than his other Brothers—and further saith, that the Defendant kept a China Shop, but was a Peon at the time of the death of his said Mother, and to the time the said House was built—and that the said Petitioner Poncala Reddy was a Dubash during the above Interval. This Deponent saith, that he doth not know which of the two Brothers provided

most

most money from the time they followed – and further saith, that the House in Question was built by Poncala Reddy and Poncala Ramanjeloo and the Defendant this Deponent saith that he doth not know how much money Poncala Reddy laid out for such buildings, & professes himself incompetent to judge whether the Defendant and Poncala Ramanjeloo are entitled to equal Shares in the House now in Question although the same might have been built by the Petitioner Poncala Reddy – and further saith, that if the said House had been built by the Defendant with the Money provided by himself, that the said Poncala Reddy and Poncala Ramanjeloo, according to the Custom of his Cast, would have been entitled to one Share each of the said House on a division of their property, this Deponent saith that in the present instance, the Defendant cannot according to the Custom of his Cast Claim the whole of the said House, although the bill of Sale is made out in the Name of the said Defendant as the Elder Brother – and further saith not to this, or to the last Interrogatory. ℔

Joseph Shaw
Exam.

Mayor's Court at Madraspatnam

Batavien Balaje Row of Madras Inhabitant Respondent and Poncala Vencatachellum Defendant
In the affair of the Petition of Poncala Reddy and Ramanjeloo. ℔

On the Cast of the Petitioner.

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

Mocundoo Cumble Maker of Madras Aged forty Years or thereabouts – being produced as a Witness in this affair On the Part of the Petitioners was on the Sixteenth Day of March One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr. Charles Inglis 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. ℔

℔ ..... To the first Interrogatory this Deponent saith, that he doth not know the Respondent Balaje Row in this Affair – and that he doth know the Petitioners Poncala



Poncala Reddy and Ramanjeloo in this Affair, and that he hath so known ℔ them thirty Years or thereabouts – and that he doth knows the Defendant Poncala Vencatachellum in this Cause, and that he hath so known him thirty Years or thereabouts – and more he saith not to this first Interrogatory. ℔

℔ ..... To the third Interrogatory this Deponent saith, that he was present at the time of death of the said Petitioner's Mother – and that the funeral ceremony was performed jointly by the Petitioners, and the Defendant, this Deponent saith that they are jointly entitled to an equal Share of the House now in question agreeably to the customs and practices of his Cast – Consequently the Defendant could not have an exclusive right to the said House, this Deponent saith that Poncala Reddy one of the Petitioners did by Trade make a larger fortune than his other Brothers, and particularly the Defendant – and that the same was employed by him towards the building of the House now in Question, this Deponent saith that the Defendant was a Taucher at the time of the death of his said Mother, and to the time the said House was built – and that the said Petitioner Reddy followed the business of a Broker during the above interval – this ℔ Deponent saith, that Poncala Reddy provided most money from the time of business he followed – but doth not know by whom the House in Question was built – nor what Sums of Money were expended upon it – This Deponent saith that the Defendant, and the Petitioners would be entitled to equal ℔ shares in the House now in question although the same might have been built by the Petitioners Poncala Reddy – and further saith, that if the said House had been built by the Defendant with the money provided by ℔ himself, that the said Poncala Reddy and Poncala Ramanjeloo according to the Custom of his Cast would have been entitled to one Share each of the said House on a division of their property, this Deponent saith, that in the present instance the ℔ Defendant according to the custom of his Cast cannot Claim the whole of the said House although the Bill of Sale is made out in the Name of the said Defendant as the Elder Brother – and further saith not to this or to the last Interrogatory. ℔

Joseph Shaw
Exr.

The
Mark ✠ of
Mocundoo

1022.

Mayor's Court at Madraspatnam } Between Balaje Row of Madras Inhabitant Respondent and Poncala Vencatachellum Defendant In the Affair of the Petition of Poncala Reddy and Ramanjeloo.

On the Part of the Petitioners.

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

Collom Vencatarrama Naidoo Dubash of Madras Aged thirty Nine Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioners was on the fourteenth Day of March One thousand Seven Hundred and Eighty Nine Signified at the Office of Mr. Charles Jongles 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.

To the first Interrogatory this Deponent saith, that he doth not know the Respondent Balaje Row in this Affair, and that he doth know the Petitioners Poncala Reddy and Ramanjeloo in this Affair, and that he hath so known them fifteen Years or thereabouts – and that he doth know the Defendant Poncala Vencatachellum in this Cause, and that he hath so known him fifteen Years or thereabouts – and more he saith not to this first Interrogatory.

To the fourth Interrogatory this Deponent saith, that the family Estate of the Petitioners and the Defendant in the tittle of these Interrogatories Named – was not divided between them – and further saith, that the family Estate does not become responsible for the Debts contracted by the Defendant, except when made by the consent and agreement of the other Brothers, this Deponent saith, that he is one of the Heads of the Cast of the parties in the tittle of these Interrogatories Named, and further saith, that the Petitioners are entitled each to one Share of the House now in Question – and more he saith not to this fourth Interrogatory.

To the last Interrogatory this Deponent saith, that Poncala Reddy one of the Petitioners by his Industry and unwearied attention to business has accumulated a much larger fortune that the Defendant, or Ramanjeloo the other Petitioner – and more he saith not to this last Interrogatory.

Joseph Shaw
Exam.

1023

Mayor's Court at Madraspatnam } Between Balaje Row of Madras Inhabitant Respondent and Poncala Vencatachellum Defendant In the Affair of the Petition of Poncala Reddy and Ramanjeloo

On the Part of the Petitioners

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

Powala Vencatachella Naidoo Dubash of Madras Aged forty two Years or thereabouts being produced as a Witness in this Affair, On the Part of the Petitioners was on the twelfth Day of March One thousand Seven Hundred and Eighty Nine Signified at the Office of Mr. Charles Jongles 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.

To the first Interrogatory this Deponent saith, that he doth not know the Respondent Balaje Row in this Affair – and that he doth know the Petitioners Poncala Reddy and Ramanjeloo in this Affair, and that he hath so known them ten or fifteen Years – and that he doth know the Defendant Poncala Vencatachellum in this Cause, and that he hath so known him five or Six Years – and more saith not to this first Interrogatory.

To the fourth Interrogatory this Deponent, saith, that he doth not recollect whether the family Estate of the Petitioners and the Defendant in the title of these Interrogatories Named, was divided between them – and further saith that, it is customary among those of his Cast, for the family Estate to become responsible for the Debts contracted by the Defendant, when made on Account of the Estate, but not otherwise, this Deponent saith, that he is one of the Cast of the parties in the Title of these Interrogatories Named – and further saith, that the Petitioners are intitled each to one Share of the house in Question – and further saith not to this or the last Interrogatory.

Joseph Shaw
Exam.

1024.

Mayors Court at Madraspatnam

Between Balaje Row of Madras Inhabitant Respondent and Poncala Venecatachellum Defendt.

In the Affair of the Petition of Poncala Reddy and Ramanjeloo

On the Part of the Petitioners

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

Pagadaom Naranapah Dubash of Madras Aged forty three Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioners was on the Nineteenth Day of March One thousand Seven Hundred and Eighty Nine Sworn and Examined Deposeth as followeth.

To the first Interrogatory this Deponent saith, that he doth know the Respondent Balaje Row in this Affair, and that he hath so known him Nine Years or thereabouts and that he doth know the Petitioners Poncala Reddy and Ramanjeloo in this Affair, and that he hath so known them twenty Years or thereabouts — and that he doth know the Defendant Poncala Venecatachellum in this Cause, and that he hath so known him twenty Years or thereabouts — and more he saith not to this first Interrogatory.

To the fourth Interrogatory this Deponent saith, that the family Estate of the Petitioner and the Defendant in the title of these Interrogatories Named, was not divided between them — and further saith, that the Debt contracted by the Defendant might be discharged out of the family estate agreeable to the Custom among those of his Cast provided the Petitioners were consulting thereto, this Deponent saith, that he is One of the Heads of the Cast of the parties in the title of these Interrogatories Named and further saith, that the Petitioners are entitled each to one Share of the Estate now in Question — and more he saith not to this fourth Interrogatory.

To the last Interrogatory this Deponent saith that Poncala Reddy One of the Petitioners had by his Industry and frugality acquired a much longer fortune than the other parties in the title of these Interrogatories Named — and further saith, that the Petitioners were Dubashes, and the Defendant only a Pion who to prejudice the Petitioners had pretended to have contracted a considerable debt and executed a Bond for the same to one Balaje Row the Respondent — which this Deponent has every reason to believe fictitious and more he saith not to this last Interrogatory.

Sworn out at the hearing this 18th August 1789. the same not being signed by the Witness —

Joseph Shaw Esr.

James Taylo Regr.

1023.

Mayors Court at Madraspatnam

Between Balaje Row of Madras Inhabitant Respondent and Poncala Venecatachellum Defendant

In the Affair of the Petition of Poncala Reddy and Ramanjellow

On the Part of the Petitioners

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

Gandavaddy Verdavarjoolo Perfumer of Madras Aged thirty Six Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioners was on the fourteenth Day of March One thousand Seven Hundred and Eighty nine Signified at the Office of Mr Charles Ingles 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.

To the first Interrogatory this Deponent saith, that he doth not know the Respondent Balaje Row in this Affair, and that he doth know the Petitioners Poncala Reddy and Ramanjoolo in this Affair, and that he hath so known them Sixteen or Seventeen Years — and that he doth know the Defendant Poncala Venecatachellum in this Cause, and that he hath so known him Sixteen or Seventeen Years — and more he saith not to this first Interrogatory.

To the fifth Interrogatory this Deponent saith, that he is acquainted with the Petitioner Poncala Reddy and the Defendant in the Title of these

Interrogatory

Interrogatories Named – and further saith that Poncala Reddy did supply the Defendant with One Hundred Pagodas to keep a China Shop, This Deponent Saith, that the Said Poncala Reddy did borrow of him One Hundred Pagodas – and that the same was Invested by the Said Poncala Reddy in China ware on Account of the Defendant – and further saith not to this, or to the last Interrogatory –

Joseph Shawe
Exr.

alias 97.

Mayor's Court at Madraspatnam

Between Balajee Row of Madras Inhabitant Respondent and Poncala Vincatachellum Defendant – In the Affair of the Petition of Poncala Reddy and Ramanjeloo –

On the Part of the Petitioners –

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

Boorakoola Naranapah Perfumer of Madras Aged forty Years or thereabouts – being produced as a Witness in this Affair On the Part of the Petitioners was on the thirteenth Day of March One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr. Charles Jaglis 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 –

To the first Interrogatory this Deponent saith, that he doth not Know the Respondent Balajee Row in this Affair – and that he doth Know the Petitioners Poncala Reddy and Ramanjeloo in this Affair, and that he hath so Known them twenty Years or thereabouts and that he doth Know the Defendant Poncala Vincatachellum in this Cause, and that he hath so Known him twenty Years or thereabouts – and more he saith not to this first Interrogatory –

To the Sixth Interrogatory this Deponent saith, that the Petitioner Poncala Reddy to his certain Knowledge did at different times advance Several Sums of Money for the purchase of Bricks and other Materials for the Building the House now in Question – and further saith, that the Several Sums so advanced amounted to twenty Pagodas and further saith not to this, or to the last Interrogatory –

Joseph Shawe
Exr.



his
mark S Coorookala Narnapah
of

Mayor's Court at Madraspatnam

Between Balajee Row of Madras Inhabitant Respondent and Poncala Vincatachellum Defendant In the Affair of the Petition of Poncala Reddy and Ramanjeloo –

On the Part of the Petitioners –

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

Condapah, Cloath Dealer of Madras Aged thirty five Years or thereabouts – being produced as a Witness in this Affair On the Part of the Petitioners was on the twelveth Day of March One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr. Charles Jaglis 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 –

To the first Interrogatory this Deponent saith, that he doth Know the Respondent Balajee Row in this Affair, and that he hath so Known him one Month – and that he doth Know the Petitioners Poncala Reddy and Ramanjeloo in this Affair and that he hath so Known them twenty Years or thereabouts – and that he doth Know the Defendant Poncala Vincatachellum in this Cause, and that he hath so Known him twenty Years or thereabouts – and more saith not to this first Interrogatory –

To the Seventh Interrogatory this Deponent saith that he did attend the Petitioner Poncala Reddy to the House of Mr. Joseph Shawe the Chaultry Register to give evidence to the Bill of Sale he caused to be made of the House now in Question – and further saith that it was made out in the Name of the Defendant, in consequence of his being the Elder Brother, this Deponent saith, that it is customary among those

those of his Cast for the Bill of Sale or any other Writings such as bonds, Notes or obligations to be made out in the Name of the Elder Brother, although the Amount thereof was advanced and Lent by the Younger Brother – and further saith that it doth not entitle the Elder Brother to convert such property to his own Seperate use and to the discharge of his Seperate debts – and more he saith not to this & Seventh Interrogatory

To the last Interrogatory this Deponent saith, that about two Years ago that & Poncala Reddy one of the Petitioners advanced him the Sum of three Star Pagodas for the purpose of purchasing Bricks, with which this Deponent complied and likewise furnished him with a Bricklayer – and more he saith not to this last Interrogatory &

Joseph Shawe
Exam.r

Mayor's Court at Madraspatnam

Between Balaje Row of Madras Inhabitant Respondent and Poncala Vencatachellum Defendant
In the Affair of the Petition of Poncala Reddy and Ramanjeloo &

On the Part of the Petitioners

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

Nagapah Conicoply of Madras aged thirty Years or thereabouts – being produced as a Witness in this affair On the Part of the Petitioners was on the fourteenth Day of March One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr. Charles Ingles 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, that he doth not Know the Respondent Balaje Row in this affair – and that he doth know the Petitioners Poncala Reddy and Ramanjeloo in this affair; and that he hath so known them about fifteen Years and



upwards and that he doth know the Defendant Poncala Vencatachellum in this Cause, and that he hath so known him from his Infancy – and more he saith not to this first Interrogatory &

7th ------ To the Seventh Interrogatory this Deponent saith, that he did attend the Petitr. Poncala Reddy to the House of Mr. Joseph Shawe, the Chaultry Register to give evidence to the Bill of Sale he caused to be made of the House now in Question and further saith, that it was made out in the Name of the Defendant on Account of his being the Senior Brother, this Deponent saith, that it is & customary among those of his Cast for the Bill of Sale or any other Writings such as bonds Notes, or obligations to be made in the Name of the Elder Brother although the Amount thereof was advanced and lent by the Younger Brother, provided they live together in the same family – and further saith, that the Elder & Brother is not entitled to Convert such property, to his own exclusive use and to the discharge of his Seperate Debts with the concurrence of his Brother and further saith not to this or to the last Interrogatory &

Joseph Shawe
Exr.

Sworn out the hearing this 18th August 1789 the same not being signed by the Witness – James Taylor
Regr.

Mayor's Court at Madraspatnam

Between Balaje Row of Madras Inhabitant Respondent and Poncala Vencatachellum Defendant
In the Affair of the Petition of Poncala Reddy and Ramanjeloo &

On the Part of the Petitioners.

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

Moonlapoody Vencatachellum Shop Keeper of Madras Aged Seventy Six Years or thereabouts being produced as a Witness in this affair On the Part of the Petitioners was on the fourteenth Day of March One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr. Charles Ingles 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

Sworn and Examined Deposeth as followeth. viz.

1st ..... To the first Interrogatory this Deponent saith, that he doth not know the Respt. Balajee Row in this Affair— and that he doth know the Petitioners Poncala Reddy and Ramanjeloo in this Affair, and that he hath so known them twenty Years or thereabouts— and that he doth know the Defendant Poncala Vincatachellum in this Cause, and that he hath so known him twenty Years or thereabouts— and more he saith not to this first Interrogatory. viz.

2d ..... To the Eighth Interrogatory this Deponent saith, that he is well acquainted with the Defendant in the title of these Interrogatories Named— and further saith, that he never did hear that the Defendant was arrested to any person or persons in any Sum or Sums of Money previous to a dispute happening between the Defendant and the Petitioners— and more he saith not to this eighth Interrogatory

To the Last Interrogatory this Deponent saith, that Poncala Reddy one of the Petitioners has acquired more Money than the other Petitioner and the Defendt. and more he saith not to this last Interrogatory. viz.

Joseph Shaw

&c.

The
Mark ✠ of
Moonlapooty Vincatachellum

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of Balajee Row of Madras Inhabitant Respondent In a Bottom Matter in dispute now depending and at issue in the Honble the Mayor's Court at Madras Patamon wherein the said Balajee Row is Complainant Poncala Vincatachellum Defendant and Poncala Reddy and Poncala Ramanjeloo Petitioners.

On the part and behalf of the Respondent

Interrogatories to all the Witnesses } 1st. Do you know the Petitioners and Respondent in the above Matter and the Complainant and Defendant in the above Cause or either of them if Yea how long have You so known them or either or any and which of them



them particularly set forth and Declare the same to the best of Your Knowledge and belief.

Poopanah & Mootapilla } 2d. Do you or did you not know that the Defendant executed and gave a Note of hand to the Complainant for the sum of Five Hundred Pagodas— If Yea look at the Note of hand now shewn to You at this the time of Your Examination Marked A. and Declare whether it is or is it not the indentical Note of hand executed and given by the Defendant to the Complainant and whether the Defendant did or did not grant the said note of hand for the said sum of Five Hundred Pagodas of his own free will and Accord and were or were not the said sum or Consideration money paid by the Complainant to the Defendant and were You or were You not the Subscribing Witnesses thereto and is or is not the Names of Poopanah and Mootapillah— set and Subscribed as Witnesses thereto to Your own proper Names and hand Writing.

Pallauchey Condaya Nah and Victor Nagapah } 3. Look at the Attested Copy of a Bill of Sale now shewn to You at this the time of Your Examination Marked B. purporting to be a Certificate of the House and Ground purchased from Pitchigy Gunganah by Poncala Vincatachella the Defendant in the title of these Interrogatories Named— Did You or did You not set and Subscribe Your Name to the due Execution thereof in the presence of the other Subscribing Witnesses thereto and whether Your Name and the Name of the other Subscribing Witness is or is not Your own and his own proper hand Writing Declare the same together with all and singular the Matters and things You know Relative to the Certificate or Bill of Sale of the said House and Ground granted by Pitchigy Gunganah Chitty to Poncala Vincatachellum as aforesaid &

Rangapah Naich and Rangapah Moodelly } 4th. Do you or do You not know that the Petitioners in the title of the Interrogatories Named Rents a part of a House for the sum of one Pagode a Month from their brother the Defendant in this Cause and what length of time have they so lived therein and do they or do they not owe the Defendant a Considerable Sum of Money from the same— Do You or do You not know whether the Petitioners were any ways Concerned in the purchasing the said house that they so live

leive in with their brother the Defendant or Concerned in purchasing the ground thereunto belonging or any part thereof or Else not the said house with all the ground attached thereunto Appertain and belonging Solely to the Defendant in this Cause Declare the same fully and at large According to the best of your Knowledge Remembrance and belief.

Ditto . . 5th Do You or do You not know that the Defendant in this Cause Kept a China shop If you Did or did not all the Advantage and profits Arising therefrom belong to him, have You or have not heard or do You or do you not believe that the Petitioners in this Cause were or were not Concerned therein as partners with the Defendant Relate every thing or Matter You know fully and at large According to the best of your Knowledge Remembrance and belief

To all the Witnesses 6th Do You Know of any other Matter and thing or have You heard or can You set forth any thing touching the Matters in question in this Cause that may tend to the benefit or Advantage of the Respondent in the title of these Interrogatories named — If you Declare the same as You Know, have heard or do believe together with the Reasons for such Your belief as fully and particularly as if You had been thereunto particularly Interrogated —

Chas Ingles
Atty. for the Compt.

Borrowed and Received from Balaje Row the Sum of five Hundred Star Pagodas to run at Interest at the rate of 12 P Cent P Annum payable in Six Months from the date hereof in default of such payment You are impowered to prosecute me in the Mayor's Court for recover the same In Witness my hand this 20th day of July 1787

Witness

[illegible]

This Exhibit Marked A was shown to Coonanah at the time of his Examination before me on the Part of the Respondent In a Certain Matter now depending in the Hble the Mayor's Court at Madraspatnam wherein the said Balaje Row is Respondent Paucala Reddy and Ramanjulu are Petitioners and Paucala Vencatachellum is Defendant on the third day of Jany Anno Domini 1789.

Joseph Shawe
Regr.



A.D. 1756. This is to Certify that Poncala Vencatachellum Naick hath this day Appeared before us and produced Pillauchy Condapah and Vitchore Nagapah Persons of Credit who declare that they have known the said Poncala Vencatachella Naick Twenty Years, and that they know he is in Possession of a House and Ground formerly bought from Pitchegy Gungaram Chitty Containing in length from North to South Ninety feet and in Breadth from East to West Twenty four feet and three Quarters, Which Premises are Situated at Cudda Naicks Pettah in Peramal Pagodah Gardens now Stand between the Houses of Poncala Vestramaiah Naicks and the said Peramal Pagoda Gardens Lane, Which Premises he have been Possessed of Twenty Years, without any Dispute or Question of his Right thereto that Moreover a proper Advertizement was duly affixed upon the Door of the Aforementioned House, One Months before the drawing of this Certificate, all which the said Witnesses allege they declare without any Interest or View of private Advantage to themselves the said Poncala Vencatachella Naick likewise Avers that he is now in full and lawfull Possession of the said House and Ground free from any Mortgage or Incumbrance whatsoever but for which no Regular Bill of Sale was ever given to him; the above Premises have been Examined and Measured by Goorooparatham Mastry Bricklayer employed on that Service are Valued by him at the Sum of three Hundred Pagodas, To Testify the truth whereof we have hereunto Set our Hands and Caused the Seal of the Choultry Court at Fort Saint George to be Affixed this Twenty fifth day of May One Thousand Seven Hundred and Eighty Seven —

Examined and Certified
George Mayne
Advocate

Alex. Davidson
Jas. Ay. Basamayor
Justs.

Witnesses
Pillauchey Condapah
Vitchore Nagapah
Town Conicoply Pariah Cyah
Goorooparatham Mastry

Registered in Fort Saint George
this 15th day of February 1788.

Joseph Shawe
Regr.

Taken Copy.
Joseph Shawe
Regr.

This Exhibit Marked B was Shown to Pillauchey Condapah and Victore Nagapah at the respective times of their Examination before me on the Part of the Respondent In a Certain Matter now depending in the Hble the Mayor's Court at Madraspatnam wherein the said Raleje Row is Respondent Paucala Reddy & Ramanjullu are Petitrs & Paucala Vencatachellum is Defdt on the 28th & 29th day of Jany Anno Domini 1789.

Joseph Shawe
Regr.

Mayor's Court at Madraspatnam

Between Balaje Row of Madras Inhabitant Respondent In a Certain Matter in dispute now depending and at issue in the Hoble the Mayor's Court at Madraspatnam wherein the said Balaje Row Complainant Paucala Vencatachellum Defd and Paucala Reddy and Paucala Ramanjellow Petitioners

On the Part of the Respondent

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

Cossanah Dubash of Madras Aged twenty Seven Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the third Day of January One Thousand Seven Hundred and Eighty Nine Sworn and Examined at the Office of Mr James Stewart Hall who is Attorney for the Petitioners 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 Respondent Balaje Row in this Affair and that he hath so known him One Year or thereabouts and that he doth not know the Petitioners Paucala Reddy and Paucala Ramanjellow in this Affair — and that he doth know the Defendant Paucala Vencatachellum in this Cause, and that he hath so known him four or five Years — and more he saith not to this first Interrogatory

2d ..... To the Second Interrogatory this Deponent saith, that he doth know that the Defendant did execute and give a Note of hand to the Complainant for the sum of five Hundred Pagodas this Deponent saith, that the Note of Hand now shown to him at this the time of his Examination Marked A. is the identical Note of hand given by the Defendant to the Complainant — and the Defendant did grand the said Note of hand for the said sum of five Hundred Pagodas of his own free will and Accord — this Deponent further saith, that the said sum or Consideration money was paid by the Complainant to the Defendant — and that this Deponent was the subscribing Witness thereto — this Deponent saith that the Names of Cossanah and Mootapillah set and Subscribed as Witnesses thereto are therein own proper Names & hand Writings — and further saith not to this or to the last Interrogatory —

Joseph Shaw
Ex:



Mayor's Court at Madraspatnam

Between Balaje Row of Madras Inhabitant Respondent In a Certain Matter in dispute now depending and at issue in the Hoble the Mayor's Court at Madraspatnam wherein the said Balaje Row Complainant Paucala Vencatachellum Defendant and Paucala Reddy and Paucala Ramanjellow Petitrs

On the Part of the Respondent

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

Pillauchey Condaiah a Bearer of White Cloth Aged thirty Years or thereabouts — being produced as a Witness in this Affair On the Part of the Respondent was on the twenty Ninth Day of January One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr James Stuart Hall 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 Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Respondent Balaje Row in this Affair, and that he hath so known him about ten Days only — and that he doth know the Petitioners Paucala Reddy and Paucala Ramanjellow in this Affair and that he hath so known them about twenty Years — and that he doth know the Defendant Paucala Vencatachellum in this Cause, and that he hath so known him twenty Years or thereabouts — and more he saith not to this first Interrogatory —

3d ..... To the third Interrogatory this Deponent saith, that he knows the attested Copy of a Bill of Sale now shown to him at this the time of his Examination marked B. purporting to be a Certificate of the house and Ground purchased from Pitchigy Gingaiah By Paucala Vincatachella the Defendant, this Deponent saith that he did set and subscribe his Name to the due execution thereof in the presence of the other subscribing Witness thereto — and that his Name and the Name of the other subscribing Witness are of their own proper hand writing — and further saith not to this, or to the last Interrogatory —

Simon Dasapoo

Joseph Shaw
Ex:

Mayor's Court at Madraspatnam

Between Balaje Row of Madras Inhabitant Respondent In a Certain Matter in dispute now depending and at issue in the Worible the Mayor's Court at Madraspatnam wherein the Said Balaje Row Complainant Paucala Vincatachellum Defts and Paucala Reddy and Paucala Ramanjellos Petitrs

On the Part of the Respondent

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

Victore Nagapah Conicoply of Madras Aged thirty Years or thereabouts—being produced as a Witness in this Affair On the Part of the Respondent was on the twenty eighth Day of Janry One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr. James Stuart Hall who is attorney for the Petitioners 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 Deposith as followeth—

1st ——— To the first Interrogatory this Deponent saith, that he does not know the Respondent Balaje Row in this Affair—but that he doth know the Petitioners Paucala Reddy and Paucala Ramanjellos in this Affair, and that he hath so known them about ten years—and that he doth know the Defendant Paucala Vincatachellum in this Cause—and that he hath so known him ten Years or thereabouts—and more he saith not to this first Interrogatory—

2d ——— To the third Interrogatory this Deponent saith, that the attested Copy of a Bill of Sale now shewn to him at this the time of his Examination Marked B—he believes to be a Certificate of the House and Ground Purchased from Pitchayy Yenganah by Paucala Vincatachella, the Defendant, this Deponent saith, that he did Sett and Subscribe his Name to the due execution, thereof in the presence of the other subscribing Witness thereto—and that the Name of this Deponent, as well as that of the other subscribing Witness are of their own hand writing—and further saith not to this, or to the last Interrogatory—

Joseph Shaw
Exr.



Mayor's Court at Madraspatnam

Between Balaje Row of Madras Inhabitant Respondent In a Certain Matter in dispute now depending and at issue in the Worible the Mayor's Court at Madraspatnam wherein the Said Balaje Row Complainant Paucala Vincatachellum Defendant and Paucala Reddy and Paucala Ramanjellos Petitioners—

On the Part of the Respondent

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

Rangapah Naick Merchant of Madras Aged twenty Nine Years or thereabouts—being produced as a Witness in this Affair On the Part of the Respondent was on the twenty first Day of January One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr. James Stuart Hall who is attorney for the Petitioners 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 Examined Deposith as followeth—

1st ——— To the first Interrogatory this Deponent saith, that he doth Know the Respondent Balaje Row in this Affair, and that he hath so known him two Years and a half and that he doth know the Petitioners Paucala Reddy and Paucala Ramanjellos in this Affair and that he hath so known them about Six Years—and that he doth know the Defendant Paucala Vincatachellum in this Cause, and that he hath so known him ten Years or thereabouts—and more he saith not to this first Interrogatory—

4th ——— To the fourth Interrogatory this Deponent saith, that he doth know that the Petitioners rent part of a House for the Sum of one Pagoda p Month, from their Brother the Defendant in this Cause, but doth not recollect, the time they lived therein—and hath heard that they owe the Defendant a considerable Sum of Money for the same this Deponent saith, that he doth not know whether the Petitioners were any ways concerned in the purchasing the said House that they live in with their Brother the Defendant or Concerned in purchasing the Ground thereunto belonging, or any part thereof this Deponent hath heard, that the said House with all the Ground attached thereto doth appertain and belong Solely to the Defendant—and more he saith not to this fourth Interrogatory—

5th

5th ..... To the fifth Interrogatory this Deponent Saith, that he doth Know that the Defendant kept a China Shop— and that all the advantage and profit arising therefrom belonged to him; this Deponent Saith that the Petitioners were not concerned therein as Partners with the Defendant— but merely employed as Servants under the Defendt. And further saith not to this, or to the last Interrogatory—

Joseph Shawe

Sworn &c.

# Mayor's Court at Madraspatnam

Between Balajee Row of Madras Inhabitant &c Respondent In a Certain Matter in dispute now depending and at issue in the Worshipful the Mayor's Court at Madras-patnam wherein the said Balajee Row Complainant Paucala Vencatachellum Defendant and Paucala Reddy and Paucala Ramanjulloo Petitioners &c

On the Part of the Respondent

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

Ranganah Moodelly, Coniciply of Madras Aged twenty four Years or thereabouts— being produced as a Witness in this Affair On the Part of the Respondent was on the twenty first Day of January One Thousand Seven Hundred and Eighty Nine Sworn at the Office of Mr. James Stuart Atty who is Attorney for the Petitioners 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 Respondent Balajee Row in this Affair, and that he hath so known him three Years or thereabouts, and that he doth know the Petitioner Paucala Reddy in this Affair and that he hath so known him about Six Years— but doth not know the other Petitioner Paucala Ramanjullo in this Affair— and that he doth know the Defendant Paucala Vincatachellum in this Cause and that he hath so known him ten Years or thereabouts— and more he saith not to this first Interrogatory—

4th ..... To the fourth Interrogatory this Deponent saith, that he doth Know that the Petitioners rented part of a House for the sum of One Pagoda a Month from their Brother the Defendant in this Cause— and that they have lived therein about four Years and an half and owe a Considerable Sum of Money for the same this Deponent Saith that he doth not know whether the Petitioners were any ways concerned in the purchasing the said House that they so live in with their Brother the Defendant or concerned in purchasing the Ground thereunto belonging, or any part thereof this Deponent Saith that he doth not Know whether the said House with all the Ground attached thereto, doth appertain and belong solely to the Defendant and more he saith not to this fourth Interrogy

5th ..... To the fifth Interrogatory this Deponent Saith, that he doth Know that the Defendt did keep a China Shop— and that all the advantage, and profit arising therefrom belonged to him, this Deponent Saith that the Petitioners were not concerned therein as Partners with the Defendant— and further saith not to this or to the last Interrogatory

Joseph Shawe

Sworn &c.



# Additional Interrogatories to be administered to such Witnesses as shall be produced Sworn and examined on the part and behalf of Balajee Row of Madras inhabitant Respondent in a Certain matter in dispute now depending and at issue in the Worshipful the Mayor's Court at Madraspatnam wherein the said Balajee Rowes Complainant and Paucala Vencatachellum is Defendant to the Petition of Paucala Reddy and Ramanjaloo &c

On the Part and behalf of the Respondent.

To all the Witnesses Interrogatory 1st } Do You know the Petitioners and Respondent in the above Matter and the Defendant in the above cause or either of them if You know long have You so known them or either or any and which of them particularly Set forth and Declare the same to the best of Your Knowledge and belief

Interrogatory 2d } Do You or do You not know whether the Petitioners in this Cause were any ways concerned in the purchasing the house that they live in with their Brother the Defendant in this cause or concerned in purchasing the ground &c belonging or any part thereof or was not their &c

Appoo Pilla
Thavarau Cauvum
Vencatachilla
Moodelly
Vencatalingah
Vincatachellum

Concerned in purchasing any part of said ground with the house thereon or does or does not the said house with all the ground thereunto appertain and belong solely to the Defendant in this Cause Declare the same fully and at large to the best of your knowledge remembrance and Belief

Interg. Last Do you know of any other Matter or thing or have you heard or can you set forth any thing touching the Matters in question in this Cause that may tend to the benefit or advantage of the said Respondent in the title of these Interrogatories Mentd. If Yea Declare the same as you know have you heard or so believe together with the reasons for such your belief as fully and particularly as if you had been thereunto particularly Interrogated.

Edwd. Foyle
Wilg. forth Dept.

Mayor's Court at Madraspatnam

Between Balaje Row of Madras Inhabitant Respondent in a Certain Matter in dispute now depending and at issue In the Hoble the Mayor's Court at Madraspatnam wherein the said Balaje Row is Complainant and Caucala Vincatachellum is Defendant to the Petition of Caucala Reddy and Ramanjeloo—

On the Part of the Respondent.

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

Annapilla Conicoply of Madras Aged thirty eight Years or thereabouts being Produced as a Witness in this Affair On the Part of the Respondent was on the thirtieth Day of March One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr. James Stuart Hall who is Attorney for the Petitioners 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 Respondent Balaje Row in this Affair and that he hath so known him Six Years or thereabouts—and that he doth know the Petitioners Caucala Reddy and Caucala Ramanjeloo in this Affair and that he hath so known them Sixteen Years or thereabouts—and that he doth know the Defendant Caucala Vincatachellum



in this Cause, and that he hath so known him Sixteen Years or thereabouts and more he saith not to this first Interrogatory—

2d. ..... To the Second Interrogatory this Deponent saith, that the Petitioners in this Cause were no ways concerned in the purchase of the House that they live in with their Brother the Defendant—or concerned in purchasing the Ground thereunto belonging or any part thereof, and further saith that he doth not know if their Mother was concerned in purchasing any part of the said ground with the House thereon—this Deponent saith that the said House with all the ground attached thereto doth appertain and belong solely to the Defendant in this Cause, and further saith not to this or to the last Interrogatory

Joseph Chaves
Exam.

Mayor's Court at Madraspatnam

Between Balaje Row of Madras Inhabitant Respondent in a Certain Matter in dispute now depending and at issue In the Hoble the Mayor's Court at Madraspatnam wherein the said Balaje Row is Complainant and Caucala Vincatachellum is Defendant to the Petition of Caucala Reddy and Ramanjeloo

On the Part of the Respondent.

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

Shouraucanum Conicoply of Madras Aged twenty Nine Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the thirteenth Day of March One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr. James Stuart Hall who is Attorney for the Petitioners by one of my Servants who left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as followeth

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

which Your Orator prays may be admitted as Parts of this his Bill of Complaint, the Originals being in the Possession of Your Orators Attorney, and ready to be produced when required. And Your Orator further Sheweth unto this Honble Court that he hath frequently Dun in an Amicable Manner Requested Payment of the said Sum of Seven Thousand Six Hundred and Eighteen Pagodas, Twenty Six Fanams and Eight Cash from the said James Ball.

But now so it is May it Please this Honble Court, that the said James Ball 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 agreable to Equity and Good Conscience. To the End therefore that the said James Ball may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before set forth and alledged as fully truely and effectually to all Intents and Purposes, as if the same were here again repeated and particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Seven Thousand Six Hundred and Eighteen Pagodas Six Fanams and Eight Cash together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said James Ball to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court, at a Certain time and Place to be by this Honble Court for that End and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

Fort Saint George April 23d 1788

This Bill was Sworn to in the Days of Adjournment Let a Summons Issue returnable Next Court Day.

Edwd Garrow
Mayor.

J. Spencer
Atty. Compt.



Dr. James Ball in Account Current with Charles Edward Jones by his Attorney Edward Jourdan Executor of Frances Jourdan dcd. by his Attorney Henry Readhead ... Cr.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1780 Octr. | 11 | To the Amount of your Bond of this Date | 4002. | 38. | 32. | 1788 April | 21 | By Balance due | 7618. 26. 3. |
| 1788 April | 21 | To Interest on Do. to this Date being 7 mos 6 & 10. at 12 ℔ Cent ℔ Annum | 3615. | 32. | 56. | | | | |
| | | Pagodas | 7618. | 26. | 3. | | | Pagodas | 7618. 26. 3. |

Fort Saint George 21st April 1788.

Errors Excepted

H. Readhead Atty. to Edward Jourdan Exor. to Frances Jourdan.

True Copy
J. Spencer
Atty. Compt.

Know all Men by these Presents that I James Ball of Fort Saint George am held and firmly bound unto Mr. Charles Edward Jones of the same place in the Penal Sum of Eight Thousand and five Star Pagodas, thirty four fanams and sixty four Cash to the Payment whereof well and truly to be made to the said Charles Edward Jones his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Fort Saint George this Eleventh (11) Day of October in the Year One Thousand Seven Hundred and Eighty.

8005. 34. 64
4002. 38. 32

Whereas the above bound James Ball hath borrowed and received of the above Named Charles Edward Jones the full and Just Sum of four Thousand and two Star Pagodas, thirty eight fanams and thirty two Cash to run at Interest at the rate of Twelve (12) per Cent per Annum for the Space of Twelve Months from the Date hereof and for the further Security and Payment of the above Sum to the said Charles Edward Jones I do hereby Mortgage sell and assign over an original Bill of Sale of a Piece of Ground situated near the Fort of Egmore with all and every the Appurtenances thereunto belonging and I do hereby constitute and appoint

appoint him my Special Attorney with full Power for him to appoint Attornies or Attorney generally to do act and perform all Matters and things in and towards the Premises requisite and Necessary, as fully as I myself might or could do were I Personally present

Now the Condition of this Obligation is Such that if the abar bound James Call his Heirs Executors Administrators or Assigns Shall well and truly Pay or Cause to be Paid unto Charles Edward Jones his Heirs Executors Administrators or Assigns the full and just Sum of Four Thousand and two Star Pagodas Thirty eight Fanams and Thirty two Cash together with all such Interest as Shall or may become due thereupon then this Obligation to be void and of no Effects otherwise to Continue in full Force and Virtue

Jas. Call (L.S.)

Signed Sealed and Delivered where no Stamp'd Paper is to be had in the Presence of - - - - - - - -
Kenelm Digby
Alexander Denton

A true Copy
D. Spencer
Attys. Compts

Filed in Court the 2d July 1787

The Answer of James Call of Fort Saint George Esquire to the Bill of Complaint of Charles Edward Jones Esquire by his Attorney Edward Sourdon Executor of Francis Sourdon Deceased by his Attorney Henry Rudhead of Fort Saint George Esquire

This Defendant saving and reserving to himself now and at all times hereafter all and all manner of benefit and advantage of exception to the many Errors uncertainties and imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant doth conceive it necessary for him to make answer unto he answereth and saith, that he denies to Stand indebted unto the Complainant in the Sum of Seven Thousand Six Hundred and Eighteen Pagodas twenty five fanams and Eight Cash Current Money of Madras as in



most unjustly charged by the Complainant in his said Bill of Complaint and the Account Current thereunto Annexed for this Defendant saith that heretofore that is to say from the Year of our Lord One thousand Seven Hundred and Seventy unto the Year of our Lord One thousand Seven Hundred and Eighty this Defendant as acting Attorney of his Brother John Call heretofore of Fort Saint George aforesaid and now of London Esquire did lend and advance unto divers Persons sundry Sums of Money for Account of the said John Call and did receive the Interest thereof and credit the Account of his said Brother John Call from time to time for the same and this Defendant saith that among other Persons this Defendant did lend and advance from the proper Monies or Funds of his said Brother John Call certain Sums of Money to the said Francis Sourdon the Testator for whom the Complainants Attorney is Executor and saith this Defendant as such which said Sums are set forth in the Account Current Copy whereof A. is hereunto Annexed and prayed by this Defendant to be taken as part of this his Answer the Original as Signed by the Complainant as Executor as aforesaid is in the possession of this Defendant and ready to be produced to this Honble Court when required from the Balance of which said Account being Star Pagodas Four Thousand five Hundred and Ninety Eight ten fanams and Sixty three Cash ought to be deducted the Sum of One Hundred and Eighty Seven Pagodas thirty three fanams and Sixteen Cash being the Balance due by this Defendant on his private Account to the said Francis Sourdon as by the said Account Copy whereof marked B. is hereunto Annexed and prayed to be taken as part of this Defendants Answer may appear the original as Signed by the said Edward Sourdon and delivered by him being in the possession of this Defendant and ready to be produced if required this Defendant saith that he ought therefore to be credited for the difference thereof being Star Pagodas Four Thousand four Hundred and ten Nineteen fanams and forty Seven Cash and Interest thereon from the thirty first day of December last past being the date of the said Accounts and in Order to shew to this Honble Court the justness of his set off as aforesaid this Defendant saith that he received and remitted for Account of his said Brother the Sum of three Thousand Eight Hundred and Eighteen Pagodas Seven fanams and

and fifty Cash which appears on the debit side of the Account of the said Francis Jourdan
and that for the Balance thereof as well as such other Sums as were due to the said John
Call by this Defendant he did heretofore pass his Bond to the said John Call and did
afterwards send unto the said Francis Jourdan an Account thereof and considered the
said Francis Jourdan from that time his debtor for the Balance thereof not only from
the nature of the Transaction as above related but also in consequence of the general
Tenor of the Considerations which passed between this Defendant and the said Francis
Jourdan on the subject in none of which Conversation this Defendant Solemnly
declareth the said Francis Jourdan did in any wise object to the same and this
Defendant saith that by such Account as having been made up with twelve per
Cent Interest this Defendant ought to have a large set off than he claims under
the Balance of the Account A hereunto Annexed, but as the said Francis Jourdan
hath in a Note Bene at the foot of the said Account now in the possession of the said
Edward Jourdan but shewn to this Defendant since the death of the said Francis Jourdan
observed that the Interest of twelve per Cent exceeded the rate which have usually
taken place between them this Defendant waives such Interest of twelve per Cent
and willingly abides by the rate of Interest in the said Account M. and this Defendant
saith that having considered the said Francis Jourdan his debtor for the said Balance
from that time and understanding from the said Francis Jourdan that the Complainant
Charles Edward Jones was his debtor this Defendant informed him that he was
debtor to the said Charles Edward Jones in a certain Sum of Money and did advise
the said Francis Jourdan to take a transfer thereof to himself whereby he might
settle his Claim on the said Charles Edward Jones and the Balance thereof before owing
by the said Francis Jourdan to this Defendant might be liquidated and the said
Francis Jourdan would have the same Security under such Transfer for the
Balance this Defendant might then owe him of the said Charles Edward Jones
did at that time propose for his whole Claim on this Defendant, to wit a Mortgage
of this Defendants Garden House and Premises which Advice of this Defendant
the said Francis Jourdan follow'd and took the Transfer accordingly And therefore
this Defendant humbly submits that he hath a Claim in Law as well as Equity
to set off the Amount of the Money due by the said Francis Jourdan to the



John Call subject to the Deduction on Account of this Defendants private Account
as above stated against and in part Satisfaction of the Claim which the said Edward
Jourdan as Executor of Francis Jourdan sets up against this Defendant under
the Transfer or Assignment of the said Charles Edward Jones to the said Francis
Jourdan — the more so as this Defendant sent to the said Francis Jourdan an
Account of such Balance as the said Francis Jourdan formerly owed to the
said John Call having before that time credited his said Brother John Call
as above set forth for the balance which the said Francis Jourdan had owed him —

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

Jas. Call

Sworn to in Court
this 8th July 1788.
G. Taylor
Dpty. Regr.

S. Topham
Atty. for Deft.

1031.

# Dr. — A — John Call Esqr. in Account with the Estate of Francis Jourdan Esqr. — Cr.

1032.

| | | | £ | s | d |
|---|---|---|---|---|---|
| 1771 July | 12 | To Cash paid Messrs Pelling and Dafries for a cett of Bills on England | 3312 | 7 | 5½ |
| 1773 May | 28 | To Cash Received of Messrs Benfield and Saunders | 4000 | " | " |
| | | To a Bill received from Mr. De Souza | 2000 | " | " |
| | | To Interest on the above Sums to 31st Dec. 1775 at 8 ℔ Cent ℔ annum — | 6000 | " | " |
| | | On Pagodas 3818 — 4 5 13 | 1362 | 2 | " |
| | | on 6000 — 2 7 2 | 1262 | 28 | " |
| | | | 2602 | 30 | " |
| | | By Balance | 12620 | 37 | 5½ |
| | | | 2090 | 10 | 63 |
| | | Pagodas | 14511 | 6 | 33 |
| 1787 Dec. | 31 | To Balance | 4598 | 10 | 63 |
| | | Pagodas | 4598 | 10 | 63 |

| | | | Pags. | F. | B. |
|---|---|---|---|---|---|
| 1771 May | 29 | By Cash Received | 6000 | " | " |
| June | 1 | By Cash Received | 1200 | " | " |
| July | 19 | By Cash Received | 1200 | " | " |
| Decr. | 16 | By Cash Received | 2300 | " | " |
| | | | 10700 | " | " |
| | | By Interest on the above Sums to 31st December 1775 at 8 ℔ Cent ℔ annum. | | | |
| | | On 6000 — 4 7 7 | 2201 | 16 | " |
| | | On 1200 — 4 6 29 | 439 | 30 | 64 |
| | | On 1200 — 4 5 11 | 426 | 39 | 16 |
| | | on 2300 — 4 " 14 | 743 | 6 | 33 |
| | | | 3811 | 6 | 33 |
| | | Pagodas | 14511 | 6 | 33 |
| 1775 Dec. | 31 | By Balance of the above Account | 2090 | 10 | 63 |
| | | By Interest to 31st Dec. 1787 at 10 ℔ Cent | | | |
| | | On 2090 — 12 | 2508 | " | " |
| | | Pagodas | 4598 | 10 | 63 |

Errors Excepted
31st December 1787

Jno Edward Jourdan
Executor.

A true Copy.
Popham

1031.

Dr

# A

## John Call Esqr. in Account with the Estate of Francis Sourdan Esqr.

1032.

Cr

| | | | a. | z | d. |
|---|---|---|---|---|---|
| 1771 July | 17. | To Cash paid Messrs. Pelling and Defries for a bill of Bills on England | 3818 | 7 | 5d |
| 1773 May | 28. | To Cash Received of Messrs. Benfield and Saunders | 4000 | " | " |
| | | Ra Bill received from Mr. Desouza | 2000 | " | " |
| | | | 6000 | " | " |
| | | To Interest on the above sums to 31st. Dec. 1775 at 8 ℔ Cent ℔ annum — | | | |
| | | On Pagodas 3818. 4. 5. 13. | 1362 | 2 | " |
| | | on 6000. 2. 7. 2. | 1242 | 28 | " |
| | | | 2604 | 30 | " |
| | | | 12420 | 37 | 5d |
| | | By Balance | 2090 | 10 | 63 |
| | | Pagodas | 14511 | 6 | 33 |
| 1787 Dec. | 31. | To Balance | 4598 | 10 | 63 |
| | | Pagodas | 4598 | 10 | 63 |

Fort Saint George
Errors ℔

31st. December 1787.

Excepted ℔ Mr. Edward Sourdan
Executor.

| | | | Orgl. | F. | B. |
|---|---|---|---|---|---|
| 1771 May | 29. | By Cash Received | 6000 | " | " |
| June | 1. | By Cash Received | 1200 | " | " |
| July | 19. | By Cash Received | 1200 | " | " |
| Decr. | 16. | By Cash Received | 2300 | " | " |
| | | | 10700 | " | " |
| | | By Interest on the above sums to 31st. December 1775 at 8 ℔ Cent ℔ Annum. | | | |
| | | On 6000 4. 7. 1. | 2201 | 14 | " |
| | | On 1200 4. 6. 29. | 439 | 30 | 64 |
| | | On 1200 4. 5. 11. | 426 | 39 | 16 |
| | | on 2300 4. " 14 | 743 | 6 | 33 |
| | | | 3811 | 6 | 33 |
| | | Pagodas | 14511 | 6 | 33 |
| 1775 Decr. | 31. | By Balance of the above Account | 2090 | 10 | 63 |
| | | By Interest to 31st. Decr. 1787 at 10 ℔ Cent | | | |
| | | On 2090. 12 | 2508 | " | " |
| | | Pagodas | 4598 | 10 | 63 |

A true Copy.
Bopham

1053.

Dr.

# James Ball Esqr. in Account with

| 1775 | | | | | |
|---|---|---|---|---|---|
| | | | Pags. | f. | c. |
| August | 15. To Cash paid | | 1000. | " | " |
| | 31. To Association Transferred | | 1000. | " | " |
| Decr. | 12. To Cash paid | | 1000. | " | " |
| 1775 June | 15. To Cash Lent | | 1000. | " | " |
| | | | 4000. | " | " |
| | To Interest on the above Sums to 31st Decr. 1775 at 8 p Cent p annum | | | | |
| | On 1000. 4. 4. 15 | 350. " " | | | |
| | On 1000 4. 4. " | 346. 22. " | | | |
| | On 1000. 4. " 19 | 324. 7. 26. | | | |
| | On 1000. " 6. 15 | 43. 14. " " | | | |
| | | | 1064. | 9. | 26. |
| | | Pagodas | 5064. | 9. | 26. |
| 1775 Decr. | 31. To Balance of the above Account | | 35. | 33. | 16. |
| | To Interest to 31st December 1787 at 10 p Cent | | | | |
| | On 35. 12 | | 102. | " | " |
| | | Pagodas | 187. | 33. | 16. |

Fort Saint George
Errors Excepted

1054.

B

Cr.

# the Estate of Francis Jourdan Esqr.

| 1775 | | | | | |
|---|---|---|---|---|---|
| | | | Pags. | f. | c. |
| August | 31. By Association Received | | 2714. | 10. | 23. |
| Decr. | 16. By Cash | | 1000. | " | " |
| | | | 3714. | 10. | 23. |
| | By Interest on the above Sums to 31st Decr. 1775 at 8 p Cent p annum. | | | | |
| | On 2714 4. 4. " | 940. 35. 67. | | | |
| | 1000. 4. " 15. | 323. 14. " | | | |
| | | | 1264. | 7. | 67. |
| | | | 4978. | 17. | 10. |
| | By Balance | | 35. | 33. | 16. |
| | | Pagodas | 5064. | 9. | 26. |
| 1787 Decr. | 31. By Balance | | 187. | 33. | 16. |
| | | Pagodas | 187. | 33. | 16. |

31st December 1787

Excepted p Edward Jourdan
Executr.

Fort Saint George

Errors

Extract Copy
C. Topham

Filed the 26th. August 1788

The Replication of Charles Edward Jones by his Attorney Edward Jourdan Executor of Francis Jourdan Deceased by his Attorney Henry Redhead of Fort Saint George Esquire Complainant to the Answer of James Call of the same place Esquire Defendant

The said Repliant Saving and reserving to himself now and at all times hereafter all and all manner of Advantage of Exception to the manifold insufficiencies of the said Answer for Replication saith that all and every the Matters and things in and by the said Bill of Complaint already said he will aver Justify maintain and prove to be good certain and Sufficient in the Law to be Answered unto in such Manner as the same are therein and thereby set forth and declared and that the Answer of the said Defendant is Untrue and altogether insufficient in the Law to be by this Repliant replied unto for divers manifest insufficiencies and uncertainties therein contained And for further Replication this Repliant by his said Attorney saith that it may be very true that from the Year One thousand Seven Hundred and Seventy unto the Year One thousand Seven Hundred and Eighty the Defendant as acting Attorney of his Brother John Call did Lend and Advance unto divers Persons sundry Sums of Money on Account of the said John Call and that he did receive and carry to Account the Interest on the same and that he might also have advanced out of the Funds of the said John Call certain Sums of Money to the said Francis Jourdan and that the same are truly stated and set forth in the Account Current Marked A. annexed to the Defendants Answer, and it may be equally true that the Defendant was indebted on his own Private Account to the said Francis Jourdan in Manner and form as stated in and by the Account Current Marked B. and that he may have received and remitted several different Sums of Money and have had various Dealings on Account of his said Brother John Call but this Repliant humbly insists that such Dealings have not any Connection with the Sum of Money due and owing by the Defendant in Manner and form as charged in and by the Bill of Complaint of the Repliant it is admitted by the



Defendant that he was indebted to Charles Edward Jones in a Certain Sum of Money for the Payment of which he gave his writting Bond or Obligation and secured the Payment thereof by the Mortgage of a Certain House and Ground the said Bond and Mortgage is also admitted to have been Assigned over to the said Francis Jourdan for a Valuable Consideration and therefore is a Debt due to the Estate of the said Francis Jourdan and to be paid to his Executor without any kind of Deduction or set off whatsoever for or by reason of the private Accounts between the said Francis Jourdan and the said John Call the same standing seperate and distinct of and from all or any other Money-dealings whatsoever and therefore this Repliant being so advised humbly insists that the Defendant has not any right to bring forward the same but stands justly and truly indebted to this Repliant in the full and just Sum of Seven Thousand Six Hundred and Eighteen Pagodas, Twenty Six Fanams, and Eight Cash with Interest in Manner and form as is stated and charged in and by his said Bill of Complaint and which he prays the Defendant may be decreed to pay without any Deduction whatever.

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 &c

D. Spencer
Atty. Repl.

Filed 7th. Octr. 1788

The Rejoinder of James Call of Fort Saint George Esquire to the Replication of Charles Edward Jones Esquire by his Attorney Edward Jourdan Executor of Francis Jourdan Deceased by his Attorney Henry Redhead of Fort Saint George Esquire.

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 uncertainty and Insufficiency of the said Replication for Rejoinder saith that

that this Answer is true certain and sufficient in the Law to be Replied unto and doth insist as in and by his said Answer he hath already said and doth and will aver and maintain all and every thing and things therein to be true and certain in such Manner as they are therein alledged and expressed and this Defendant also saith that the said Replication of the said Complainant is uncertain and insufficient in the Law to be Rejoined unto by this Defendt for divers defects and Imperfections therein contained and for further Rejoinder this Defendant insists that the several Dealings as stated in this Defendants Answer do operate as an Equitable Bar to the Complainants Right of Action against this Defendant and that the Set off by reason of the particular Accounts between the said Francis Jourdan and John Call for whom this Defendant acted as Attorney as stated in his Answer is well founded.

All which Matters and things this Defendant is ready to aver maintain and prove in such manner and form as this Honble Court shall direct and therefore humbly Prays as before in this said Answer he hath already prayed.

Popham
Atty: for Deft.

Interrogatories to be Administered to such Witnesses to be produced sworn and Examined in a Certain Cause depending and at Issue in the Honble the Mayor's Court at Madras Patnam between Charles Edward Jones by his Attorney Edward Jourdan Executor of Francis Jourdan Deceased by his Attorney Henry Rednall Complainant and James Call Defendant.

On the part and behalf of the abovenamed Complainant.

To all the Witnesses
First Interrogatory } Do You know the Parties Complainant and Defendant in



the title of these Interrogatories named or either or which of them how long have you known them or either of which of them respectively Declare the Truth and Your knowledge herein—

To Henry Redhill
Second Interrogatory } Look upon the Deed or paper writing now produced and shown to You at the time of Your Examination Marked with the Letter A purporting to be a Bond or Obligation from the said James Call the abovementioned Defendant to the said Charles Edward Jones the abovementioned Complainant are You or are You not well acquainted with the Hand Writing of the abovenamed Defendant, if yea is or is not the Name of James Call set and subscribed to the said Deed or Paper writing of the proper Hand writing of the said Defendant Declare.

Last Interrogatory Do You know of any other Matter or thing touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the Complainant in this Cause besides what You have been interrogated unto Declare the same fully and at large as if You had been particularly Interrogated thereon.

J. Spencer
Atty: Compt.

Know all Men by these Presents, that I James Call of Fort Saint George am held and firmly bound unto Mr. Charles Edward Jones of the same place in the Penal Sum of Eight thousand and five Star Pagodas, thirty four fanams and sixty four Cash to the Payment whereof well and truely to be made to the said Charles Edward Jones his heirs Executors Administrators, or Assigns I do hereby bind my self my heirs Executors & Administrators firmly by these Presents. In Witness whereof I have hereunto set my Hand and Seal in Fort Saint George this Eleventh (11) day of October in the Year One thousand seven hundred and Eighty.

Whereas the above bound James Call hath borrowed and received of the above Named Charles Edward Jones the full and just Sum of Four thousand and two Star Pagodas, thirty eight fanams and thirty two Cash to wear at interest at the rate of Twelve (12) per Cent per annum, for the spaces of twelve Months from the date hereof and for the further Security of Payment of the above Sum to the said Charles

Charles Edward Jones, I do hereby Mortgage transfer sell and assign over an Original Bill of Sale of a piece of Ground Situated Near the Fort of Egmore, with all and every the appertenances thereunto belonging and I do hereby constitute and appoint him my Special Attorney with full Power for him to appoint Attornies or Attorney, generall to do, act and perform all matters and things in and towards the premises and Necessary, as fully as I myself might or could do were I personally present.

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 Charles Edward Jones his heirs Executors, Administrators, or Assigns, the full and just Sum of Four Thousand and two Star Pagodas Eighty eight fanams and thirty two Cash. altogether 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.

Jas. Call (L.S.)

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

This Exhibit Marked A was Shown to Henry DuPuy at the time of his Examination before me on the Part of the Complainant In a Cause Depending In the Hobble the Mayor's Court at Madraspatnam wherein the Said Charles Edward Jones by his Attorney Edward Jourdan Executor of Francis Jourdan Deceased by his Attorney Henry Rethuel Complainant and James Call Defendant on this fourth Day of December Anno Domini 1783.

Joseph Shawe
Ext.

Mayor's Court at Madraspatnam

Between Charles Edward Jones by his Attorney Edward Jourdan Executor of Francis Jourdan Deceased by his Attorney Henry Rethuel Complainant and James Call Defendant.

On the Part of the Complainant

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



Henry DuPuy Attorney to the Hobble Mayor's Court Aged thirty Nine Years and upwards being produced as a Witness in this Cause, On the Part of the Complainant was on the fourth 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. To the first Interrogatory this Deponent saith, that he doth Know the Complainant Charles Edward Jones in this Cause, and that he hath so Known him Nineteen Years or thereabouts — and that he doth Know the Defendant James Call in this Cause and that he hath so Known him Nineteen Years or thereabouts — and more he saith not to this first Interrogatory.

2d. To the Second Interrogatory this Deponent saith, that he is well acquainted with the Hand writing of the above Named Defendant, and that he does from such his knowledge thereof, believe that the Name James Call set, and Subscribed to the Deed or Paper writing shown to him at this the time of his examination Marked with the Letter A purporting to be a Bond or Obligation from the said James Call to the said Charles Edward Jones to be of the proper hand writing of the said Defendant — and more saith not to this or to the Last Interrogatory.

Joseph Shawe
Ext.

H. DuPuy

1061.

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

L.S.

Present

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

Mayor's Court.

Between Charles Edward Jones by his attorney Edward Jourdan, Executor of Francis Jourdan Deceased by his attorney Henry Rethead of Fort Saint George Esquire Complainant and James Call of the same place Esquire Defendt

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 Mortgage Bond Annexed, the Defendants Answer with Copies of two Accounts Annexed, the Replication, the Rejoinder, the Interrogatories and Deposition on the Part of the Complainant with a Bond Marked A: as Annexed 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 Defendant shall pay unto the Complainant the full and Just Sum of Seven Thousand Six Hundred and Eighteen Pagodas Twenty Six fanams and Eight Cash Pagodas 7618. 26. 8. together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

By the Court

1062.

Court of Appeals at Madraspatnam } ff. Saturday the 22. August Anno Domini 1789.

Between James Call of Fort Saint George Esquire Appellant and Charles Edward Jones Esquire by his Attorney Edward Jourdan Executor of Francis Jourdan Deceased by his Attorney Henry Rethead of Fort Saint George Esquire 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 Mayors Court together with the Decree of the said Court given on this Cause on Tuesday the 24th day of March Anno Domini 1789. upon due Consideration had of the matters therein Severally Contained and of the Pleadings and Arguments used by the Attornies on both Sides this Court doth think fit to Order and Decree and doth Accordingly order and Decree that the said Decree of the Honble the Mayors Court do stand Affirmed and that the Appellants Petition be hence Dismissed with Costs.

By Court

Chas. N. White
Clk:

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 Floyer may upon his Corporal Oath full true direct and perfect Answer make to all and singular the matters and things herein before set forth and alledged, as fully truly and effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that the said Charles Floyer may particularly set forth whether he did or did not desire the said George Moubray not to pay the said Bill and whether he did not write the said Letter of the Sixth Day of March as above mentioned and whether he did not since then and in manner above stated frequently requested that the payment Suit might be postponed And that he may be Decreed to pay unto your Orator the aforesaid Sum of three thousand five Hundred and Eighty six Star Pagodas thirty three fanams and Seventy four Cash with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit.

May it Please this Honble Court to Cause the said Charles Floyer to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrapatnam and the Districts thereof Personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court limited 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.

Popham
Attorney for Complainant



London 20th May 1779. Exchange for Pagodas 2031. 23.—

Twelve Months after sight pay this my First of Exchange to George Stratton Esqr. or order, Two Thousand Thirty one Pagodas, Twenty three Fanams Madras Currency with Interest at the rate of Eight per Cent per Annum from this day title payment for Value received as advised by.

Gentlemen
Your most Obt. Humble Servant
Charles Floyer

To
Charles Smith & Samuel Johnson
George Moubray & Charles Cakeley Esqrs
at Madras.

3d. June 1780 Accept.
Gs. Moubray Actg. Atty.
to Chas. Floyer Esqr.

George Stratton

London 20th May 1779.

To
Charles Smith & Samuel Johnson
George Moubray & Charles Cakeley Esqrs.

Gentlemen.

I have this day drawn on You in favour of George Stratton Esqr. 2031. 23/ Two Thousand Thirty one Pagodas Twenty three fanams Madras Currency which you will please honour on my Account.

I am
Gentlemen
Your Most Obedient Humble Servant
Charles Floyer

On this thirteenth day of December in the year of our Lord One Thousand Seven Hundred 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 Lawfull Authority duly admitted and Sworn did Personally go and demand of the above Named George Moubray the Payment of the Original Bill of Exchange (whereof the above is a true Copy) as Acceptor thereof But the said Gentn

Madras Gave for answer that the said Charles Floyer Esquire ought not to be permitted to take any
at Madras from England a Bill drawn after the said Bill was due, & for the
Paul George Stratton had paid any part thereof into Court, the said George
not the Day after the same Writ was served on the said Attorney at which time
not their satisfactory to the said Antonio de Souza did not appear
Pagodas three Hundred & Thirty six Pagodas thirty three & three quarters
the said Bill in question, amounting to Pagodas Eight hundred & Fifty
against the said George Stratton for Pagodas Eight hundred & Fifty
against the said George Stratton for Pagodas Eight hundred & Fifty
Interest thereon, and for all Exchange, Charges, Costs & Damages
Interest already suffered and to be suffered for want of the Payment
the said Bill of Exchange according to the Custom of Merchants

Mr Williamson [illegible] and the Agents
that I pay Office in Madras the said Antonio de Souza doth not appear
Pretence of Plea & Monk and William Charles Floyer first were written
Mr Williamson
Agent for Plaintiff
William Watkins

Charles Floyer
Defendant
by Antonio de Souza
his Acting Attorney

Madras Dec. 15th 1789

Dr. Charles Floyer Esquire in Account with George Stratton by his Acting Attorney Antonio de Souza ... Cr.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1789 Dec. 9 | To the Amount of your Bill of Exchange of this date payable in 12 Months drawn in favour of George Stratton Esquire | Pagodas | 2031. | 23. | 1789 Dec. 15 | By Balance due | Pagodas | 3586. | 33. 3/4. |
| 1789 Dec. 15 | To Interest on Dr. to this day being 6 mo. 25 d. at 8 p. Cent p. Annum | | 1555. | 10. 3/4. | | | | | |
| | | Pagodas | 3586. | 33. 3/4. | | | Pagodas | 3586. | 33. 3/4. |

Madras December 15th 1789.
Errors Excepted
p. Antonio de Souza
acting Attorney to George Stratton Esqr.

A true Copy
Bonham

Index

Filed the 20th Jany 1789

# The Demurrer of Charles Steyer of Fort Saint George Esquire Defendant to the Amended Bill of Complaint of George Stretton of London Esqr by his acting Attorney Antonio de Sequeira Complainant.

The said Defendant by Protestation not confessing or acknowledging all or any of the Matters and things in the Complainants said Bill of Complaint to be true in such manner sort and form as the same are therein and thereby set forth and alledged doth Demur in Law thereunto and for cause of Demurrer sheweth that the scope and end of the Complainants Bill is to compel Payment of the Sum of three thousand five Hundred and Eighty Six Star Pagodas, thirty three fanams and Seventy four Cash being so much money pretended to be due on a Bill of Exchange Drawn by the Defendant on the Seventh day of May which was in the Year One thousand Seven Hundred and Seventy Nine at Twelve Months Sight Payable to the said Complainant or order and directed to Charles Smith Samuel Johnson, George Mowbray, and Charles Oakeley Esqrs and which said Bill of Exchange is accepted by the said George Mowbray as the acting Attorney of this Defendant on the third day of June which was in the Year One thousand Seven Hundred and Eighty but has been protested for non Payment and of which said Sum of three thousand five Hundred and Eighty Six Star Pagodas, Thirty three fanams and Seventy four Cash the Complainant would or seeks to obtain Payment from this Defendant as Drawer of the said Bill of Exchange, and yet upon Examining and Comparing the date of the acceptance of the said Bill of Exchange with the date of the Protest made thereon for non Payment it appears that the said Bill of Exchange was accepted on the third day of June which was in the Year One thousand Seven Hundred and Eighty but Payment of the same was never demanded untill the thirteenth day of December which was in the Year One thousand Seven Hundred and Eighty Eight for the Protest for non Payment bears date on the said thirteenth day of December in the said Year One thousand Seven Hundred and Eighty eight which said Protest is Evidence of Payment never having been Demanded or refused untill that day it is therefore clear beyond a Doubt that this Defendant



as Drawer by reason of such an extraordinary lapse of time between the acceptance of the said Bill and the protest for non Payment on the Acceptor entirely and altogether exonerated and Discharged from payment thereof for it is laid down in Comyns Digest Vol. fourth Page 264 "if he to whom payable does not protest the Bill, for Several years after it is due the Drawer shall not be charged" and it is also said in the same Volume of the said Book Page 264 "the Drawer shall not be charged if the Bill be not after the time of Payment protested in a convenient time" and a similar Doctrine prevails and is laid down in the Case of Allen versus Dockwra reported 1 Salkelds Reports page 127 wherefore and for as much as the said Complainant hath by Dealings and Neglecting to Demand Payment of the said Bill from the acceptor or to protest the same or give any Notice to this Defendant as Drawer of its non Payment for upwards of Eight Years fully and absolutely acquitted and Discharged this Defendant as Drawer of the said Bill and is entirely barred of any right of Action against this Defendant as Drawer of the said Bill for which and for divers other Causes and according to the Law in such Cases as above Stated this Defendant doth Demur in Law unto the Complainants said Bill of Complaint and all the matters and things therein contained and humbly Demands the Judgment of this Honble Court whether he shall be compelled to make any other or further Answer thereunto and prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained

P. Spencer
Atty: Defdt

Filed 24th March 1789

The Joinder of George Stratton by his Acting Attorney Antonio de Souza Complainant to the Demurrer of Charles Hoyer Defendant

The said Complainant says that notwithstanding any thing in the said Demurrer charged alledged or set forth by the said Defendant the said Bill of Complaint ought not to be dismissed for this Complainant says that the said Bill of Complaint and the matters and things therein contained exhibited and charged in the said Bill of Complaint he is ready and willing to aver maintain and prove in such manner and form as this Honble Court shall think fit and for Joinder to the said Demurrer this Complainant saith 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 thirteenth day of December which was in the Year One Thousand Seven Hundred and Eighty eight being the day of the date of the said Protest but the reason why no demand was before on the said George Mowbray appears by the Answer of the said George Mowbray as stated in the said Protest Whereby it appears that the Defendant had desired him not to pay the same and it appears by the two Letters of the said Defendant under Date the sixth day of March which was in 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 Joinder the Originals being in his said Attorneys Possession ready to be produced at the Hearing of the Demurrer and this Joinder that this Complainant hath not delayed or neglected to demand Payment of the said Bill and on the contrary that they not only did demand Payment but were not satisfyed without an explicit Answer entering into the full Merits of the Defendants objections to pay the said Bill which objections this Complainants said Acting Attorney received in the very manner requested by the Defendant namely as sufficient to warrant the Complainants Attornies as Gentlemen to consider the Defendant request as just and reasonable and to acquiesce therein accordingly which this Complts said Acting Attorney did in the fullest manner by transmitting a Copy of the



Letter to this Complainant and awaiting his Answer on receipt whereof or soon after this Complainant received by his said Acting Attorney his application to the Defendant for Payment and repeated the same frequently there his Attorney at Law by whom when the Defendant was informed that consistent with the Complainants instructions no further time could be given the Defendant again solicited this Complainant said Acting Attorney and got a Respite of a fortnight or three Weeks as may appears by the Defendants Letter to the said Attorney at Law Copy whereof is hereunto Annexed and prayed to be taken as part of this Joinder the Original being in the Possession of this Complainants said Acting Attorney and ready to be produced at the Hearing of the Demurrer and this Joinder which last Letter was received by this Complainants Attorney at Law so late ago as the Months of October last past And the said Defendant instead of an Indulgence of two or three Weeks or therein stipulated received an Indulgence of more than six Weeks for the Original Bill of Complaint on behalf of this Complainant was not filed until the second day of December last past

By all which it appears that this Complainant by his Attornies have frequently solicited the Payment of the Demand due by the Defendant and that the indulgence given was such as among Gentlemen appeared just and reasonable and that being so given at the special instance and request of the Defendant it ill became the Defendant to endeavour to avail himself thereof to the Prejudice of the Complainant and to the manifest Censure of his said Acting Attorney if this Honble Court were to admit the Defendants Demurrer to stand good in Law.

Wherefore as the Defendant hath in manner aforesaid avoided to enter into the Merits of the very Justification he himself hath set up and instead thereof hath filed a Demurrer with a view of barring this Complainants from his Right of Action this Complainant prays Judgment of this Honble Court upon his Cause or the Pleadings already had and that they will be pleased to Decree to this Complainant Payment of his Debt with Interest and Costs as in and by his Bill he hath already prayed and to which this Complainant conceives himself intitled by the Pleadings already had in this Cause and for force and reason of the several Statutes expressly enacted and now in force for the discouragement of Delatory Pleas by the Amendment of the Law and for the better advancement of Justice.

J. Bonham
Atty. for Compt.

Filed 24th March 1739

The Joinder of George Stratton by his Acting Attorney Antonio de Souza Complainant to the Demurrer of Charles Steyer Defendant

The said Complainant says that Notwithstanding any thing in the said Demurrer charged alledged or setforth by the said Defendant the said Bill of Compliaint ought not to be dismiss'd for this Complainant says that the said Bill of Complaint and the matters and things therein contained exhibited and charged in the said Bill of Compliaint he is ready and willing to aver maintain and proove in such manner and form as this Honble Court shall think fit and for Joinder to the said Demurrer his Complainant saith 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 thirteenth day of December which was in the Year One thousand seven Hundred and Eighty eight being the day of the date of the said Protest but the reason why no demand was before on the said George Mowbray appears by the Answer of the said George Mowbray as stated in the said Protest Whereby it appears that the Defendant had desired him not to pay the same and it appears by the Letter of the said Defendant under Date the sixth day of March which was in 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 Joinder the Originals being in his said Attorneys Possession and ready to be produced at the Hearing of the Demurrer and this Joinder that this Compliant hath not delayed or neglected to demand Payment of the said Bill and on the contrary that they not only did demand Payment but were not satisfyed without an explicit Answer entering into the full Merits of the Defendants objections to pay the said Bill which objections this Complainants said Acting Attorney received in the very manner requested by the Defendant namely as sufficient to warrant the Complainants Attornies as Gentlemen to consider the Defendant request as just and reasonable and to acquiesce therein accordingly which this Compts. said Acting Attorney did in the fullest manner by transmitting a Copy of the



Letter to this Complainant and awaiting his Answer on receipt whereof or soon after this Complainant received by his said Acting Attorney his application to the Defendant for Payment and repeated the same frequently thro' his Attorney at Law by whom when the Defendant was informed that consistent with the Complainants instructions no further time could be given the Defendant again solicited this Complainant said acting Attorney and got a Respite of a fortnight or three Weeks as may appear by the Defendants Letter to the said Attorney at Law Copy whereof is hereunto Annexed and prayed to be taken as part of this Joinder the Original being in the Possession of this Complainants said Acting Attorney and ready to be produced at the Hearing of the Demurrer and this Joinder which last Letter was received by this Complainants Attorney at Law so late ago as the Months of October last past and the said Defendant instead of an Indulgence of two or three Weeks or therein stipulated received an Indulgence of more than six Weeks for the Original Bill of Complaint on behalf of this Complainant was not filed until the second day of December last past

By all which it appears that this Complainant by his Attornies have frequently solicited the Payment of the Demand due by the Defendant and that the Indulgence given was such as among Gentlemen appeared just and reasonable and that being so given at the special instance and request of the Defendant it ill became the Defendant to endeavour to avail himself thereof to the Prejudice of the Complainant and to the manifest Censure of his said Acting Attorney if this Honble Court were to admit the Defendants Demurrer to stand good in Law

Wherefore as the Defendant hath in manner aforesaid avoided to enter into the Merits of the very Justification he himself hath set up and instead thereof hath filed a Demurrer with a view of barring this Complainants from his Right of Action this Complainant prays Judgment of this Honble Court upon his Cause on the Pleadings already had and that they will be pleased to Decree to this Complainant Payment of his Debt with Interest and Costs as in and by his Bill he hath already prayed and to which this Complainant conceives himself intitled by the Pleadings already had in this Cause and for force and reason of the several Statutes expressly enacted and now in force for the discouragement of Delatory Pleas by the Amendment of the Law and for the better advancement of Justice

Bonham
Atty. for Compt.

Mr De Souza

Dear Sir

Enclosed I send You my Answer to You and Colonel Horne's Joint Letter to Mr Mowbray, on the Subject of the Acceptia bill in Your Possession and have not the smallest Doubt, but that among Gentlemen my Request will appear to the Colonel and Yourself, just and Reasonable—

I am
Dear Sir
Your very Obedient Servant
Charles Floyer.

6th March 1784

A true Copy
Topham

To Colonel Horne and Mr De Souza—

Gentlemen

Mr Mowbray sometime ago delivered to me Your Letter to him dated the 30th January last (for the not answering of which sooner I have many Apologies to make to You) I beg leave to lay before You the Particular circumstances attending the Bill accepted by Mr. Mowbray as my acting Attorney, for Your information as I conceive Your Constituent Mr. Stratton, has been silent as to the Condition upon which I granted him that Bill.

Some time after my appointment to India upon settling some Accounts with Messrs Stratton Brooke and Mackay Mr. Stratton delivered to us a Statement of sums Paid by his Agents in England, to Colonel Capper, and Claimed from each person present, an equal proportion of the said Amounts for his Reimbursement declaring at the same time as did Mr. Brook, and Mr. Mackay also, that neither of them had given to Colonel Capper any Authority to make such disbursements on his or their Account and Knowing of no other power, or Letter of Credit being given to Colnel Capper than the Letter of Credit to which I set my Name in Conjunction with Six other Gentlemen upon Messrs Walpole and Co Bankers in London for the Specific Sum of £4000. Payable to Colonel Capper or his Order. I could not but be much astonish...



those three Gentlemen severally declare that they or either of them had never given authority to Colonel Capper to receive any Sum of Money on their Account exceeding their proportions of the above mentioned £4000. when by the Accounts then laid before us by Mr. Stratton it appeared that his Agents in England had before his arrival paid to Colonel Capper Several Thousand Pounds exceeding that Specified in the joint letter of Credit to Walpole and Co My proportion of said £4000. which was all that those Bankers did pay to Colonel Capper / I had paid upon my arrival in England as I said also pay my proportion of the Sums which Mr. Jowdan and Mr. Palmer held in that Letter of Credit I was convinced that Colonel Capper must have had special powers of acting to which I was a Stranger as well from a proper Regard to his own future security as from his having found a ready and ample Credit with the agents of Mr. Stratton in England, but still they one and all persisted in denying that such powers had by any of them been given to him, and a further corroborating circumstance was that neither of those three Gentlemen declined paying their stated proportions which were accordingly paid without Reservation to Mr. Stratton However in consideration to Colonel Capper, and expecting to be more fully informed by him of this transaction, on my return to India I did agree to pay the said stated proportion of his disbursements then laying before us, to Mr. Stratton with this express Stipulation, To grant him the Bill in Your Possession, made payable at a very long date for the purpose of suing Colonel Capper in India before the Payment of it because due, on condition only that if Colonel Capper assured me he had not at any time received a more extensive Credit from any of the Concerned than the amount of the Joint Letter of Credit to Walpole and Co. I would discharge the Amount of my said Bill but if it appeared from Colonel Capper, that he had received their Powers from any person whatsoever I would not pay any part of it To the Mr. Stratton consented in the presence of Mr. Gilbert Seton (in whose hand Writing the said Sett of bills is written) and of other Person who were purposely present on the Occasion

Since these transactions, the agents of Colonel Capper in England did to my Knowledge Commence a Suit at Law against Mr. Stratton claiming as due from him to the Amount / think it is) of £.17000, and I have been informed from

from what I deem good authority, since my last Return to India, that Colonel Kepper had seperate special powers and instructions from Mr. Stratton had the former been in India (as I had every Reason to Suppose he would have been, when I granted the Bill) on my arrival, all doubts upon this matter would by him have been immediately removed, His departure therefore for England was unlucky.

I have herein Gentlemen for your Satisfaction very truly narrated every material circumstance relating to the Bill in question and understanding that the Return of Colonel Kepper to India is expected by the Shipping of the Season I trust you will not think it unreasonable (considering the particularity of the transaction) if I request you will be pleased to await their Arrival for the final adjustment of this matter, and that in the mean time should Occasion offer, you will be so good to transmit a Copy of this Letter to Your Constituents

Fort Saint George
6th March 1784

I am
Gentlemen
Your Very Obedient Humble Servant.
Charles Floyer.

A true Copy
Popham

To Stephen Popham Esqr.

Dear Sir

I have acquainted Yours Mr. De Souza who will have no Objection to a delay of a Fortnight or three Weeks provided Colonel Sydenham grants it. He is to write a line to Sydenham on the Subject and if I see him at the Play I have to morrow Evening I will speak to him—

Yrs. &c.
Charles Floyer

A true Copy
Popham



L:S:

Mayor's Court.

Mayor's Court at Madraspatnam } Tuesday the 21st Day of April Anno Domini 1789

Present

William Webb Esquire Mayor
Andrew Ross and Robert Kilford
Aldermen

Between George Stratton of London Esquire by his Acting Attorney Antonio de Souza of Madras Merchant Complainant and Charles Floyer of Fort Saint George Esquire Defts.

The Demurrer and Joinder Coming on to be Argued and Determined this day in the Presence of the Attorneys on both Sides and the Court having had due Consideration thereon doth think fit to Order and doth accordingly Order, that the Demurrer be thrown out with Costs.

And this Court doth Moreover think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just Sum of three thousand five Hundred and Eighty Six Star Pagodas, thirty three fanams and twenty four Cash / Star Pagodas 3586 " 33 " 24 " / 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.

Ewer

Court of Appeals at Madraspatnam } ff.

Saturday the 22d. August Anno Domini 1789

Between Charles Hayes of Fort Saint George Esquire Appellant and George Stratton of London Esquire by his Acting Attorney Antonio de Souza of Madras Merchant Respondent.

This Cause coming on this day to be heard and Debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Worshipfull the Mayor's Court together with the Order and Decree of the said Court given in this Cause on Tuesday the 21st day of April Anno Domini 1789 upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments used by the Attornies on both Sides, this Court doth think fit to Order and Decree and doth accordingly Order and Decree that the said Order and Decree of the Worshipfull the Mayor's Court do stand affirmed, and that the Appellants Petition be hence Dismissed with Costs.

By Court

Chas. N. White
Clk.



Filed the 4th June 1788

To the Worshipfull the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipfull Court your Orator John Leard of London Merchant by his Attornies Messieurs Braxton Cockrell and Deliste of Calcutta Merchants and Copartners by their Attornies William Balfour and John Spalding of Fort Saint George Merchants, That Sir John Menzies Baronet late of John Menzies of Fort Saint George Merchants Stands indebted unto your Orator in the full and just Sum of One Thousand Eight Hundred and Eighty five Star Pagodas twenty three fanams and Sixty four Cash Current Money of Madras making in Sterling money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Seven Hundred and fifty four Pounds five Shillings and Seven pence and thereupon your Orator by his said Attornies Sheweth, That some time on or about the Month of October which was in the Year of our Lord One Thousand Seven Hundred and Eighty two the said Sir John Menzies being indebted to your Orator in a considerable Sum of Money your Orator requested him to remit the Amount thereof in good Bills of Exchange to your Orator's Agent Richard Oswald of London Esquire, That accordingly the said Sir John Menzies did procure certain Bills of Exchange for your Orator and they were remitted to the said Richard Oswald on your Orator's Account having been previously indorsed by the said Sir John Menzies and the Amount thereof Credited in his Accounts with your Orator, your Orator further sheweth that among the Bills of Exchange so remitted and indorsed by the said Sir John Menzies in discharge of his Debt to your Orator was a certain Bill of Exchange drawn by Captain David Campbell of his Majesty's Ninety Eighth regiment of foot and directed to Messieurs Bishop and Brownrigg London whereby he desired the said Messieurs Bishop and Brownrigg to pay the said Sir John Menzies or Order by the description of John Menzies Esquire or Order at thirty days sight the Sum of two Hundred Pounds Sterling and also a certain other Bill of Exchange drawn by Captain Alexander Campbell of the same Regiment and directed to the said Messieurs Bishop and Brownrigg whereby he desired the said Messieurs Bishop and Brownrigg to pay to the said Sir John Menzies or order by the like discription of John Menzies Esquire at thirty days sight

fifty Pounds Sterling and the said Sir John Menzies by an Indorsement on the said two several Bills of Exchange respectively written and Subscribed with his own hand directed the Amount of the said two Bills of Exchange to be paid to Richard Oswald Esquire or Order being the same Richard Oswald to whom Your Orator had requested the said Bills might be remitted being for the use and on the Account of Your Orator, Your Orator further Sheweth unto this Honble Court that the Said two Bills of Exchange were on the Eleventh Day of July One Thousand Seven Hundred and Eighty three presented to the Said Messieurs Bishop and Brummell for acceptance and also on the thirteenth Day of August following being the day on which they became due were presented to the Said Messieurs Bishop and Brummell for payment But the Said Messieurs Bishop and Brummell altogether refused either to accept or pay the Said two Bills of Exchange or either of them whereupon the Said Richard Oswald for and on Account of Your Orator procured the Said two Bills of Exchange to be protested as by the Copies of the Said Protests hereunto Annexed for the Inspection of this Honble Court the Originals as well as the Said two Bill of Exchange being both in the possession of Your Orators Attornies and ready to be produced when required will more fully and at large appear; and Your Orator Sheweth that by reason thereof as also of the Custom of Merchants in such case long used and approved as well as in Consequence of Your Orators Express Instructions to the Said Sir John Menzies to procure for Your Orator good Bills of Exchange only and also of the discharge he had given the said Sir John Menzies of his demand on him in Consideration thereof he the said Sir John Menzies became Liable to pay unto Your Orator the Contents of the said two Bills of Exchange with Interest and Charges amounting together to the Said Sum of One Thousand Eight Hundred and Eighty five Star Pagodas twenty Nine fanams and Sixty four Cash as by an Account hereunto Annexed may appear and being so liable Your Orator will hoped the said Sir John Menzies would have paid the same and did frequently in an amicable manner requested him so to do—

But now so it is May it Please this Honble Court the said Sir John Menzies refuses to pay the same or in any manner to satisfy Your Orator the Amount of his Demand sometimes pretending that he never did endorse the said Bill in Manner as Your Orator charges and if he did endorse them that he



did it only as Agent and on Account of your Orator and that therefore he is not liable to pay the same Whereas Your Orator expressly charges and so the fact is that the said Sir John Menzies endorsed them Voluntarily and unconditionally and well knowing at the time that if the said Bills were not duly honored he must be liable to pay the Amount thereof unto Your Orator who engaged to take them and paid for and indorsed them as Your Orator could not judge of their Security and had always been averse as Your Orator charges he hath often told the said Sir John Menzies to take private Bills and Your Orator charges that after the same had been fully understood by the said Sir John Menzies and he had consented to give the Endorsement the said Bills were drawn out in the Name of the said Sir John Menzies by his then Name and discription of John Menzies Esquire and Your Orator did in Consequence thereof agree that the Amount thereof should be debited to him in his Account with the said Sir John Menzies and the Bills be remitted on Your Orators Account to the said Richard Oswald and Your Orator charges that exclusive of the said Verbal undertaking whereby Your Orator agreed to Credit the said Sir John Menzies for the Amount of the said Bills of Exchange on his indorsing the same there cannot by Law be any Conditional Indorsement but every Indorsement is alike a second drawing of the Bill and includes a promise to pay if those on whom it be drawn is not and the said Sir John Menzies is so well Convinced of this and of the weak ground of such an objection that at other times he admits that he has endorsed the said Bills and that he is thereby regularly liable to pay them to Your Orator but he then pretends that as they were not returned immediately on their being protested he is now wholly discharged therefrom Whereas Your Orator expressly charges and so the fact really is that one of each Sett of the said Bills with a regular protest was forwarded from England long since but never arrived in India and this appears by the Protest of which Copies are hereunto annexed being both duplicates and much time was necessary required before Your Orator Agent the said Richard Oswald could know of such miscarriage and in consequence thereof find out the other Bills and protests and in the mean time the said Richard Oswald as the said Sir John Menzies well knows departed this Life whereby an additional delay was occasioned in forwarding the duplicates of the said Bills

India But Your Orator charges that no Inconvenience whatever has from thence arisen to the said Sir John Menzies as both the respective Drawers of the said Bills soon after drawing the same and long before the said Bills could be returned left India and some short time after died Intestate all which the said Sir John Menzies well knows and the said Sir John Menzies at other times pretends that the said Bills of Exchange being indorsed payable to the said Richard Oswald or his Order ought again to have been indorsed by the said Richard Oswald to Your Orator to entitle him to his present Suit Whereas Your Orator expressly charges and so the fact really is that the said Richard Oswald was merely an Agent and Trustee for Your Orator and has no Interest whatever in the said Bill himself, nor had any other person whomsoever except Your Orator on whose account and for whose use they were remitted and to whom the proceeds if they had been honored would have been paid, as other Bills remitted by the said Sir John Menzies as well as by Your Orators Correspondents at Calcutta under the like circumstances have been, and in deed as Your Orator charges the said Sir John Menzies cannot deny for as he acted in the Business for Your Orator the Bills he remitted must be on account of Your Orator and his property and Your Orator also charges that as the Bills have been protested in the Name of the said Richard Oswald and therefore were at that time due Your Orator could not regularly alter the Endorsement thereof as he might have done had they come into his possession before they were due Nevertheless as the same were known to be the property of Your Orator the Legal representatives in England of the said Richard Oswald had no scruple in delivering up the same to Your Orator and Your Orator charges that by the same reason the said Sir John Menzies ought not in Justice and Equity to refuse paying the same to Your Orator and therefore all the Pretences Actings and doings of the said Sir John Menzies are contrary to Equity and good Conscience and tend to the manifest Injury of Your Orator Wherefore Your Orator by his said Attorneys prays a General relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Sir John Menzies may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things hereinbefore



set forth and alledged as fully truly perfectly and effectually to all intents purposes as if the same were here again repeated and particularly interrogated and more especially that he may set forth whether he was not in or about the Month of October One thousand Seven Hundred and Eighty two and at some other and what time Considerably indebted to Your Orator and whether Your Orator did not request him to remit the same in good Bills of Exchange to the said Richard Oswald or to whom else did your Orator request the same might be remitted, and whether he did not accordingly procure some Bill of Exchange and particularly what and for what Amount and remit them on Account of Your Orator to the said Richard Oswald and whether such Bills or some and how many of them were not previously indorsed by him and the Amount thereof considered as a payment made by him in discharge of the debt he owed Your Orator and Credited in his Account accordingly and whether among such Bills so remitted and indorsed in discharge of Your Orators debt there were not the two Bills before mentioned and whether the same were not both of them respectively indorsed by him by his Writing his Name thereon and whether the same were not remitted to the said Richard Oswald for the use and on Account of Your Orator or for whose use and on whose Account were the same remitted, And whether the said Messieurs Bishop and Brownsmill on whom the said Bills of Exchange were Drawn did not refuse to honor the same, and whether the said Bills have not in Consequence thereof been duly protested for such non payment by the said Richard Oswald on Account of Your Orator and whether by reason of such Protest and the Custom of Merchants in such case as also of Your Orators express Instructions to him to procure for Your Orator good Bills of Exchange only and the Exchange Your Orator has given him of his former debt in Consideration thereof he is not became liable to pay to Your Orator the Amount of the said two Bills of Exchange with Interest and Charges and whether the same does not amount to the sum of One Thousand Eight Hundred and Eighty five Star Pagodas twenty nine fanams and Sixty four Cash as stated in the Annexed Account or to what other sum of Money does the same Amount — and whether Your Orator has not demanded the same and the said Sir John Menzies refused to pay the same to Your Orator and whether he did not voluntarily and unconditionally endorse the said Bills well knowing at the time that if they were not honored he must himself make them good to Your Orator — And whether

they were taken was not doubtful of the Circumstances of the Drawers and did not so represent the same to the said Sir John Menzies and require his Endorsement thereon and whether he did not consent thereto and they were in Consequence thereof remitted to the said Richard Oswald on Your Orator's Account and his Account with the said Sir John Menzies debited therewith And whether the said Richard Oswald did not send two other Protests which never arrived in India, and whether he is or not since, and how long since dead and whether the delay necessarily occasioned by these Events does not sufficiently account for the Bills not appearing before, and whether any and what Inconvenience has arisen to the said Sir John Menzies from such delay and whether the Drawers thereof did soon after drawing the said Bills and when leave India, and some short time after and when respectively die and whether at the time of such their deaths they were not in insolvent Circumstances and Whether the said Richard Oswald was not a agent or Trustee for Your Orator respecting the said Bills, and whether he or any other Person except Your Orator had any Property or Interest in them or in either of them And whether they were not remitted by the said Sir John Menzies to the said Richard Oswald on Your Orator's account and for his use and whether the Proceeds would not have been paid to him if they had been received as the other Bills remitted by him were and whether he does not in his Conscience believe that Your Orator is really the Proprietor and owner of the said Bills and as such fully and justly entitled to his present Suit and that he may be Decreed to pay unto Your Orator the said Sum of One Thousand Eight Hundred and Eighty five Star Pagodas twenty Nine fanams and Sixty four Cash with such Interest as is now due or may hereafter become due thereon as also the Costs of Suit and that Your Orator may have such other and further Relief in the premises as may be agreeable to Equity and good Conscience —

May it Please this Worshipful Court to cause the said Sir John Menzies to be Summoned and required by the Sheriff of Fort St. George Town of Madras Patnam and the District thereof personally to be and appear before this Worshipful Court at a Certain time and place to be by this Worshipful Court for that



end appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Worshipful Court shall seem Meet.

Sophian
Atty. for Compt.

14th June 1788 This Bill ordered Sworn to
Me between the days of Adjournment and
let a Summons issue returnable by Next
Court Day. Edw.d Garrow
Mayor

Duplicate

Exchange for £200. Sterling. Madras 17th October 1782.

Gentlemen

At Thirteen days sight please pay this my first of Exchange Second Third and Fourth not paid to John Menzies Esqr. or Order Two Hundred Pounds Sterling Value received and place to account as per advice from —

Gentlemen
Your most Obedient Servant
D. Campbell
Capt. 98 Regt

John Menzies

(Copy)

Messrs. Bishop & Brownrigg
London

Endorsed Pay to Richard Oswald Esqr. or Order

On the Thirteenth Day of August Anno Domi 1783. at the request of Richard Oswald Esquire Merchant in London I Joshua Ogier Notary Publick dwelling in London duly admitted and Sworn went with the Original Bill of Exchange whereof the aforegoing is a Copy to the House of Messrs. Bishop and Brownrigg on whom the same is drawn where having exhibited the said Bill to a Young Man belonging thereto and demanded of him if the said Bishop and Brownrigg were within or had left any Orders for payment thereof he answered that the said Bishop and Brownrigg were not within and had not left any order for payment of the said Bill —

Whereupon I the said Notary at the request aforesaid have protested against the drawer of the said Bill and all others Concerned for Exchange Re-exchange and all Costs damages and Interest suffered and to be suffered for want of Payment of the said Bill of Exchange Thus done and protested in London aforesaid in the presence of John Dudley and David Guillonneau Witness —

1885

Duplicate

Exchange for £500 sterling

Madras 15th October 1788

Gentlemen

Whatever days sight Bills may be my part of Exchange drawn
three and fourth and paid to the Bearer or Order from the date hereof
Court sterling Value received and place to account as advised from

Calln Bishop and Drummond
London

Your Most Obedt Servt
Alex Campbell

Returned Gazetteer Canada Esqr or Order
Cash

Sir John Macpherson

On the Nineteenth day of August Anno Dom 1788. at the Request of Alexander Campbell Esquire Merchant in London I Joshua Grist Notary Publick thereunto duly admitted do by these Presents Protest against the Drawer of the Bill of Exchange whereof the above is a Copy & all Parties thereto for Exchange Re-Exchange & Damages & Interest of the same Bill not accepted or paid

Joshua Grist Notary Publick

Sir John Menzies Baronet in account with John Leart

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 17 | To the Amount of a Bill of Exchange Drawn by D. Campbell in your favour and by you Endorsed to my Agent Richard Conwall for £200. which was Protested for non Payment | 500. | " | " | 1788. May 29 | By Balance | 1885. 29. 64. |
| 19 | To Ditto Ditto drawn by Alexander Campbell for £250. which was also Protested for non Payment | 625. | " | " | | | |
| 29 | To Interest on the above Sums from their respective Dates to this Day at 12 p Cent p Ann | | | | | | |
| | On Pagodas 500 for 5 y 7 m 13 d | 337. | 7. | 10 | | | |
| | 625 5 7 11 | 421. | 1. | 54 | | | |
| | | 758. | 8. | 64 | | | |
| | By Charges of Protest 20. Shillings | 2. | 21. | — | | | |
| | Pagodas | 1885. | 29. | 64 | | Pagodas | 1885. 29. 64. |

Madras 29th May 1788.

Errors Excepted

A true Copy.
Copham

J. Balfour & Spalding
attys to Messrs Paxton Cockerill Dilcote & Co.
agents for the Plaintiff

1885

1087.

Filed the 22. July 1788/

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

The Answer of Sir John Morgies Baronet Defendant to the Bill of Complaint of John Lant of London Merchant by his Attorneys Preston Cockerel and Delisle of Calcutta Merchants and Copartners by their Attornies William Balfour and John Spalding of Fort Saint George Merchants Complainants

The said Defendant Now and at all times hereafter saving and reserving to himself all and all Manner of benefit and Advantage of Exception to the manifold Errors uncertainties and Imperfections of and in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as he this Defendant is advised is material or necessary for him to make Answer unto he Answereth and Saith that the absolutely Denies that he stands indebted unto the Complainant in the full and just Sum of One Thousand Eight Hundred and Eighty five Pagodas twenty Nine fanams and Sixty four Cash Current Money of Madras as the same is stated and charged in and by the Complainants said Bill of Complaint or in any other Sum or Sums of Money whatsoever and this Defendant has no doubt but he will be able to Show clearly and to prove incontestibly that the Complainants said Bill of Complaint is entirely founded in Error, and not to be supported by either Law or Equity, that he has assumed a Right of calling this Defendant before this Noble Court which in fact and in truth he does not possess and that he has drawn Conclusions and charged this Defendant from Premises which never did really and upon grounds widely different from the true Principles of the Law of Merchants, for this Defendant does most positively Deny that he ever was indebted to the said Complainant in any other manner or from than as his Agent and Attorney in the Sale of Good consigned as appears by Copies of two Invoices sent by the said Complainant two Account Sales and Sundry Accounts Current extracted from the Account Books of the Defendant Marked A.B.C.D.E.F.G. and H. hereunto Annexed and Prayed by this Defendant to be taken as part of this Answer the said Books ready to be produced when required And this Defendant Says that the Neat Proceeds



Goods consigned by the Complainant to this Defendant as Agent and Attorney to the Complainant were not ordered to be remitted in Bills to Richard Oswald except as hereafter mentioned or any other Person but to be invested in good Bills for Account of the said Complainant as fully appears by Extract of Sundry Letters from the said Complainant hereunto annexed and prayed to be admitted as parts of his this Defendants Answer, the Originals being ready to be produced when required and this Defendant did accordingly invest the same in good Bills which he had bought for Ready money, for his own use as he was directed but never remitted any of the said Bills to Richard Oswald or any other Person but the Complainant save and except one Bill which was bought at a future Period by this Defendant from the then Governor and Council of Fort Saint George and by the express Orders of the said Complainant sent to the said Richard Oswald such Express Orders were contained in a Letter from the said Complainant to this Defendant dated Calcutta December 16th 1782 near two Months after the said two Bills had been sent to the said Complainant and are in the Words and figures following that is to say "A young Gentleman with whose Father I have long been intimately acquainted is lately Dead and I have administered to the Estate which will Amount to about £500 Sicca Rs. which I must take upon me to remit without Instructions as I should be ought of India before I could receive any I shall be therefore very much obliged to you if you will procure me Company's Bill for the said Sum payable to Richard Oswald Esq^r or Order on Account Charles Mason And this Defendant doth humbly insist that such particular Orders respecting this Bill time evidently to show that he never had been before ordered by the said Complainant to remit the Bills on which the present Action is brought to Richard Oswald as had such been the Complts former Intentions he would doubtless have referred to them in giving his Orders respecting the said Remittance of four thousand and five Hundred Sicca Rupees and would have sent Orders so to do as he afterwards directed this Defendant to do, Should he

which this Defendant accordingly did with one Bill as mentioned in the said Exhibit **F** but this Defendant expressly Declares and so the fact really is that he never was directed by the Complainant to endorse the Bills Copies of which are annexed to the Bill of Complaint or to remit them to the said Richard Oswald nor did he ever indorse any Bill or Bills to him save and except the Company's Bills abovementioned, and this Defendant further answering saith that he never did remit a Bill drawn by Captain David Campbell of his Majesty's Ninety Eighth Regiment as is alledged in the said Complainants Bill of Complaint but he admits that he did purchase two Bills of Exchange from Alexander Campbell a Captain in the said Ninety Eighth Regiment of Foot and Dugald Campbell a Captain also in the same Regiment, both of whom were Creditors to this Defendant as appears by the Copies of Accounts Current Marked **G** and **H** and Exhibit **I** Indorsed which said Bills of Exchange were bought for Ready Money by this Defendant and intended for his own Account but being much pressed and earnestly solicited by the Complainant as appears by many of his Letters to Obtain good Bills on Europe for him he soon after purchasing the said Bill and while he continued a Debtor to both the Drawers did Remit the two Bills abovementioned which had been drawn payable to this Defendant to him the Complainant at the very same rate of Exchange as he this Defendant had purchased them but this Defendant again positively Denies that he ever indorsed the said Bills to the said Richard Oswald this Defendant only wrote his Name on them and the said Complainant or some other Person wrote the Indorsement over his this Defendants Name and it will appear very clearly to this Honble Court that this Defendant never could have indorsed the said Bills to the said Richard Oswald because he this Defendant was obliged to write and actually did write to the Complainant for Directions respecting the Indorsement of any Bills he might procure for him at the time he sent the said two Bills this Defendant Trusts he has fully proved that in the whole of this Transaction and in all others which this Defendant



with the said Complainant he acted Solely as his Agent and Attorney and in no other Character whatever And this Defendant further Answering Saith that it is entirely contrary to the established practice in this and all Commercial Countries to make an Attorney or Agent liable to the Payment of every Bill of Exchange which he takes for and on Account of his Constituent should the same prove to be bad or unpaid nor has it ever been the practice to hold them Responsible except in Cases where a Manifest fraud in the Agent or Attorney appears and is clearly proved that the contrary is the present Case is Clear, when it is considered that so attentive was this Defendant to the Interest of the Complainant his Constituent so anxious was he to remit him only such Bills as he could depend as far as possible upon being good and which he considered as such that he remitted him Bills taken on his own Account and such as he had so good an Opinion of as to induce him to Advance his Money for them Where an Agent or Factor is responsible for all Goods consigned and Sold and for all Bills bought and remitted for the Amount of such Sale there is an extra Charge of Commission for guaranteeing Debts and Bills remitted but the present Case differs, for here there was not any extra Commission charged but on the Sales only the Bills remitted to the Complainant were remitted at the very same rate of Exchange as this Defendant had purchased them for himself tho' he would have been well warranted in remitting them at a higher Exchange as good Bills upon Europe were obtained with Difficulty at that time as appears by the Copies of the two Accounts Current Marked **G** & **H** and the present Suit is an Ungenerous Return for the attention and punctually shewn by this Defendant as his Agent and Attorney to the Concerns of the said Complainant

And this Defendant further Answering Saith that the great length of time which has elapsed from the date of the said Bills to the service of the Protest is in itself sufficient to do away any right of Action the Complainant might pretend to have the Bills are dated the one on the Seventeenth and the other on the Nineteenth day of October which was in the Year One Thousand Seven Hundred and Eighty two, the Protest on them were served and Payment demanded from this Defendant as Indorser on or about the Twenty Ninth day of October which as in the Year One Thousand Seven Hundred and Eighty Six a period of near four Years after their date and nearly three times what was necessary if the Bills had been regularly negociated and returned in Duplicate or Triplicate by the first Conveyances which offered after they were due and Protested in order to obviate this gross and fatal Irregularity the Complainant Says that the said Richard Oswald did out one of each of the said Bills and Protests in due time but that the Ship or Vessel Conveying them was lost But this Defendant humbly insists that such Excuse can never be admitted after so very great a Lapse of Time to Operate for the Name of the Ship or Vessel on which the said Bills and Protests were sent is never mentioned nor is any Duplicate of the Letter which must have accompanied them produced nor the time of her Sailing set forth and if such Excuses without any sort of Proof were to be admitted there would be no Period first when the Responsibility of the Indorser of a Bill of Exchange shall Cease which is contrary to the established Practice of all commercial Countries as well as Law and Equity, And this Defendt further saith he is advised that in Order to entitle a Person to recover from an Indorser on a protested Bill of Exchange the Bill must be regularly negociated and returned with a Protest for Non Payment to the Place from whom it was remitted in a reasonable Time, this Defendant humbly insists that these Essential Formalities have not been complied with and that the unreasonable Delay



Exonerates him from all Responsibility as an Indorser according to the established Laws of the Land as well as the Practice of Merchants this Defendant also prays leave to Observe that he hath already Declared and the fact really is that he wrote no more on the said Bills than his Name and that the Complainant or some other Person for him wrote over his Name the Words Pay to Richard Oswald Esquire or order this Defendant Saith that he is advised that the Complainant himself or the Writer of them hath by such Indorsation positively transferred all his Interest right and Title in the said Bills to the said Richard Oswald and that he hath no right to call on this Defendant for Repayment, even if the said Bills had been regularly negociated and returned with Protest in a reasonable Time and if there was this Shadow of right of Action in any Person the same is clearly in the said Richard Oswald if living or if he be Dead in his Executor or Administrator nor can any Person but the said Richard Oswald or his Representatives give a sufficient Discharge for the Amount of the said Bills if the same was tendered to him but this Defendant by no means wishing to avail himself of any legal Error committed by the Complainant is satisfyed to abide by the known Laws and Customs of Merchants and Bills of Exchange it clearly appears that the Delay and Irregularity used by the Complainant is such as is unwarranted by the Laws or Customs of Merchants this Defendant further Answering Saith that he doth absolutely Deny that either of the said Drawers left India soon after they Drew those Bills or that either of them died insolvent on the contrary the said Dugald Campbell died as this Defendant verily believes in good Circumstances this Defendant further Saith that he never procured or remitted any other Bills for the said Complainant but those mentioned in the Copies of Accounts Current hereunto Annexed that the two Bills Copies of which are annexed to the Complainants said Bill of Complaint were blank indorsed and sent by this Defendant to the Complainants as this Defendant knows

same were to be sent in Europe and as the Complainant made not any Objections to them this Defendant concluded he was satisfied with them, this Defendant further saith that the Complainant never did require or Request, the said Bills might be indorsed by this Defendant it was impossible he should, for the Bills were taken by this Defendant for his own Use and were made payable to him or his Order and indorsed by him when he remitted them in part of the Neat Proceeds of the Goods he had Sold for the Complainant in consequence of his being so earnestly pressed by the Complainant to procure him good Bills, this Defendant submits the whole of the above Circumstances to the Wisdom and Justice of this Honble Court if it shall appear that this Defendant never acted in any other Capacity than as the Agent and Attorney of the Complainant if it shall appear that he never was indebted to him in any other Manner or in any other Character and not in that Character title the Goods consigned to him were Sold if it is and shall appear to be true that he never indorsed the said Bills or ever was required or requested so to do to the said Richard Oswald if there has been most unpardonable Neglect improper and unreasonable delay and unwarrantable Irregularity on part of the Complainant in not acquainting this Defendant with the Non-payment of the said Bills and in serving him with Protests in a reasonable time if by the Complainant or some other Person so writing over the this Defendants Name on the said Bills the Property is transferred and the Complainant is entirely barred his right of Action, if this Defendant acting only as an Agent and Attorney is not by the Laws and Customs of Merchants liable and reasonable for the punctual Payment of all Bills remitted to his Constituent if it shall appear that this Defendant did Remit to the Complainant real good Bills to the best of his Knowledge and belief and in all his Actings and Dealings with him manifested a peculiar Care and Attention to his Interest and Concerns and did not charge him on the said Bills a higher rate of Exchange than he paid himself if it shall appear that he never did receive an Extra Commission for or ever did Consent or Agree to Guarantee



such Bills as he might Remit to the Complainant if all and singular these Matters shall appear to be true as this Defendant expressly avers them to be he with all entire Confidence in the Wisdom and Justice of this Honble Court, Prays that the Complainants Bill be dismissed with Exemplary Costs to be paid to this Defendant

All which Matters and things this Defendant is ready and willing to Aver Maintain and prove as this Honble Court shall Direct and humbly Prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained— John Menzies

Sworn to before me
this 21st Day of July 1788.
Edw. Garrow
Mayor.

J. Spencer
Atty. Defendt

# A

Invoice of Twenty Leagues of Rum and Two Leagues of Pine Apple Shrub shipped on board the Ship Dadaley Captain Charles Bryant, being on Account and Risque of John Menzies Esqr. and Mr. John Leavitt being marked and numbered as p. Margin &c.

| | | | | | |
|---|---|---|---|---|---|
| IM. SY | | | | | |
| | | | Nº. Gallons | Nº. Gallons | |
| | | | 39. | 129. | |
| | | | 40. | 135. | |
| | | | 264. Gallons Shrub p. 2 Leagues / at 2. 8. Sa. Rs. p. Gallon | | 660. " " |
| IM. R | | | Nº. Gallons | Nº. Gallons | |
| | | | 41. 145. | 52. 148. | |
| | | | 42. 169. | 53. 160. | |
| | | | 43. 151. | 54. 163. | |
| | | | 44. 144. | 55. 159. | |
| | | | 45. 158. | 56. 154. | |
| | | | 46. 155. | 57. 142. | |
| | | | 47. 164. | 58. 149. | |
| | | | 48. 151. | 58. 158. | |
| | | | 49. 163. | 60. 162. | |
| | | | 50. 159. | 1375. | |
| | | | 51. 158. | 1717. | |
| | | | 3092. Gallons Rum / 20. Leagues / at 1. 14. Sa. p. Gallons | | 5797. 8. " |

## Charges Viz.t

| | | |
|---|---|---|
| Paid Freight on 22. Leagues at 60. Sa. Rs. p. Leag.e | 1320. " " | |
| Boat hire down to the Ship | 12. " " | |
| Insurance on 10,000 Rs. at 10. p.Ct. | 1000. " " | |
| | 2332. | |
| Sa. Rupees | 8789. 8. " | |

Calcutta 21. August 1782.

E. Excepted John Leavitt.

Sicca Rup.s 8789. 8. anas is Abd. 9492. 2/3 is C. Rs. 10252. 13. at 390. Abd. p.c. Pagodas. is Pagodas 2434. " "

a true Copy.
J. Spencer
Secy. to Govt.



# B

Invoice of thirty Eight Leagues of Arrack Shipped on board the Ship Dadaley Captain Charles Bryant being on Account and Risque of Mr. John Leavitt being marked and Numbered as p. Margin

| | | | | | |
|---|---|---|---|---|---|
| IM | | | | | |
| | Nº. Gallons | Nº. Gallons | | | |
| | 1. 144. | 15. 164. | 28. 154. | | |
| | 2. 154. | 16. 143. | 29. 159. | | |
| | 3. 157. | 17. 156. | 30. 167. | | |
| | 4. 142. | 18. 163. | 31. 159. | | |
| | 5. 161. | 19. 164. | 32. 157. | | |
| | 6. 138. | 20. 158. | 33. 153. | | |
| | 7. 162. | 21. 161. | 34. 155. | | |
| | 8. 142. | 22. 152. | 35. 132. | | |
| | 9. 164. | 23. 156. | 36. 153. | | |
| | 10. 163. | | | | |
| | 11. 140. | 24. 158. | 37. 140. | | |
| | 12. 162. | 25. 153. | 38. 143. | | |
| | 13. 162. | 26. 163. | 1696. | | |
| | 14. 164. | 27. 162. | | | |
| | | 2053. | | | |
| | | 2155. | | | |
| | | 4208 | | | |
| | 5904. Gallons 38. Leagues) at 1. 10. Sa. p. Gallon | | | | 9594. " " |

## Charges Viz.t

| | | |
|---|---|---|
| Paid Freight on 38. Leagues at 60. Sa. Rs. p. Leagr | 2280. " " | |
| For 38. Empty Leagues at 20 Sa. Rs. Ea | 760. | |
| Insurance on 10000 at. 10 p. Cent | 1000. " " | |
| Boat hire | 12. " " | |
| | 4052. " " | |
| Sa. Rupees | 13646. " " | |

Calcutta Augt. 21st 1782.

E. Excepted John Leavitt

Arthur and Alexander Cuthbert Esqrs. Dr. to John Menzies

1782.
Augt. 1st To 38. Leagues of Arrack as mentioned with Charges & Invoice on the other Side Sa. Rs. 13646. " "
Deduct Cost of 38. Empty Leagues at Rs. 760.
Insurance 1000 1760
11886.
Batta 8. p. Cent 950. 14. "
Abd. 22,336. 14. "
395. Abd. p.c. Pagodas 3249. 35. 30.

Madras
1st. October 1782.

E. E. John Menzies Dr.

# &C

Account Sales of 20. Leagers Ruun containeing 3092. Gallons and 2. Leagers Shrub containing 264. Gallons received from Calcutta p the Ship Dobalay Charles Bryant Master on the Joint Account of John Levit Esqr. and John Menzies. &

| | | N. Leagers | Gallons Total | Gallons Prim. | | Rupees | fs | Cas |
|---|---|---|---|---|---|---|---|---|
| 1782 Octr. | 15. Alexander Cuthbert | | 511 | 158 | | | | |
| | | | 561. | 154 | 312 @ 1 | 312. | - | - |
| | 31. Colonel Forbes of the 102d | | 431 | | 142 @ 1/3 | 166. | 21. | " |
| Novr. | 2. Colonel Gordon of the 101st | | 461 | 153 | | | | |
| | | | 47 l. | 162 | 315 @ 1/3 | 354. | 15. | 60. |
| | 3d Ramia Pillah | | 541 | | 164 @ 1/4 | 205. | | |
| | 8 Ramia Pillah | | 571 | | 142 @ 1/3 | 230. | 31. | 40. |
| | 11. Colonel Gordon of the 101st | | 421 | 172 | | | | |
| | | | 60 l. | 162 | 324 @ 1 3/8 | 459. | 10. | 40 |
| | Ready Money | | 521 | | 154 @ 3/4 | 198. | 15. | 60 |
| Dito | 31. Peter Walker | | 551 | | 160 @ 7/8 | 220. | " | " |
| 1783 Janry | 31. Ditto | | 431 | | 152 @ 7/8 | 207. | " | " |
| | Vencataswammy Alledge | | 571 | | 60 @ 1/4 | 76. | 10. | 40. |
| | | | 73. | | | | | |
| | Vencatasswamy | | 57. | 154 | | | | |
| | | | 50. | 157 | | | | |
| | | | 53. | 136 | | | | |
| | | | 45 | 156 | | | | |
| | | | 41. | 141 | | | | |
| | | | 44. | 143 | | | | |
| | | | 49 | 163 | | | | |
| | | | | | 1050 | 2 1/3 | 1442 | 31 40 |
| | | | | | 2783 | | 3876. | 10. 40 |
| | Inlaakt | | | | 107 | | | |
| | Sold for Ready Money 39 l. | | | | 2992 | | | |
| | do 1. | | | | 130 @ 1/4 | | 162. | 21. |
| | | | | | 132 @ 3 1/8 | | 181. | 21. — |
| | Inlaakt | | | | 262 | | 4220. | 10. 40. |
| | | | | | 2 | | | |
| Charges Viz. | | | | | | | | |
| Landing Storing &c | | | | | | | | |
| Godown Rent 4 mos. from 1. Octr. 82. to 1. Janry 83. | | | | | 19. 25. — | | | |
| Duty on 3300. @ 5. p Cent | | | | | 52. — | | | |
| Dubash Custom 1. p @ C. | | | | | 190. — | | | |
| Commission 4220. 10. 40. @ 5. p Cent | | | | | 100. 20. — | | | |
| | | | | | 211. — | | 573. 3. | |
| | Half Nett Proceeds Carried to Credit of J. Levit Esquire | | | | | | 3647. 7. 60. | |
| | Madras 19th Febry 1783. Errors and Outstandings Excepted | | | | | | 1323. 24. 60. | |
| | | | | | | | John Menzies | |

A true Copy.
D Spencer
Atty. D.fs.



# D

Account Sales of 38. Leagers of Arrack received from Calcutta p Ship Dobalay Charles Bryant Master on Account of John Levit Esqr.

| | | |
|---|---|---|
| 1782. Octr. 11. | Sold to Messrs. Arthur and Alexander Cuthbert and delivered to them agreeable to the Order of John Levit Esqr. | |
| | 38 Leagers amounting p Invoice to 15. 746. 10. 11. | |
| | at 8 p Cent Advl. 14530. 4. 2. at 395. Advl. p p. Rupees | 3691. 2. 40. |
| | Commission on 3691. 2. 40. at 5. p Cent | 184. 23. 42. |
| | Nett Proceeds carried to Credit of John Levit Esquire | 3506. 26. 78. |

Madras 19th February 1783.

Errors Excepted
John Menzies

A true Copy.
D Spencer
Atty. D.fs.

# E

Dr. John Lavit Esqr. Bengal Account Current with John Menzies Cr.

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 1782 July | 1 | To James Willis's Note | | 3168 8 | 3422 | | | 1782 Sept. | 11 | By Half Cost of 20 Leagers of Rum and 2 Leagers Shrub Invoice S.M. 8789 8 @ 16 ℔ Cent Cr. 10195 13 Half | 5097 | 14 | 6 |
| | | To Balance due to you | | | 1675 | 14 | 6 | | | | | | |
| | | | | | 5097 | 14 | 6 | | | | 5097 | 14 | 6 |
| 83 | 14 | | | | | | | 1783 | | | | | |
| Jany | 10 | To Governor and Councils Bill on Governor General of Calcutta in my favor | | 3080 | 3326 | 6 | 4 | Jany | 1st | By Balance brought down | 1675 | 14 | 6 |
| | | To Do. on Do. | | 3080 | 3326 | 6 | 4 | | | By Balance due by John Lavit Esqr. | 7816 | 12 | 2 |
| | | To Do. on Do. | | 2624 8 4 | 2837 | 14 | 6 | | | | | | |
| | | | | 8789 8 4 | 9492 | 11 | 2 | | | Madras 9th February 1783 | | | |
| | | | | | | | | | | C. Bl. | 9492 | 11 | 2 |
| | 14 | To Balance brought down | | | 7816 | 12 | 2 | | | Errors Excepted. | | | |
| | 14 | To my Order on Ramsay Hanney | | | 1675 | 14 | 6 | April | 25th | By the following Bills delivered by You to Ramsay Hanney | | | |
| | | | | | | | | | | Governor and Councils Bills on Govt. Govt. in my favor | 3326 | 6 | 4 |
| | | | | | | | | | | By Do. Do. Do. | 3326 | 6 | 4 |
| | | | | | | | | | | By Do. Do. Do. | 2837 | 14 | 6 |
| | | | C. Bl. | 9492 | 11 | 2 | | | | Madras 13th May 1783. | | | |
| | | | | | | | | | | C. Bl. | 9492 | 11 | 2 |
| | | | | | | | | | | Errors Excepted. John Menzies | | | |
| | | | | | | | | | | A true Copy. J. Spencer Atty. Dept. | | | |

# F

Dr. John Lavit Esqr. In Account Current with John Menzies Cr.

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 1782 Oct. | 20th | To the following Bills sent You this day Major Cathcart on Lord Cathcart L. 250 @ 7/3 In favor of Wm. Carlton | 652 | 7 | 2 | | | 1783 Febry | 19th | By the Neat Proceeds of 38 Leagers Arrack & Account Sales | 3506 | 26 | 78 |
| | | Ensign Sutton on James Bradley L. 100 @ 8. 5 ℔ J. M. | 250 | | | | | | | By Half Neat Proceeds of 200 Leagers and 2 Leagers of Shrub & Account Sales | 1823 | 24 | 60 |
| | | Dug. Campbell on Bishop and Drummond 200 @ 7/6. in favor of John Menzies | 533 | 14 | | | | | | | | | |
| | | Alexr. Campbell on Do. L. 250 @ Do. In favor of John Menzies | 666 | 22 | | | | | | | | | |
| | | | 2102 | 7 | 2 | | | | | | | | |
| | 29th | To Thomsons Bill on Commodore Johnstone in favor of Richard Oswald Esqr. L 100 @ 7/6. In favor of Richard Oswald | 266 | 28 | | | | | | | | | |
| Jany | 10 | To Governor and Councils Bills on the Honble Court of Directors for 490 L. @ 8/1. In favor of Rd. Oswald | 1200 | | | | | | | | | | |
| | | | 3562 | 35 | 2 | | | | | | | | |
| | | To Balance due John Lavit Esqr. | 1761 | 16 | 56 | | | | | | | | |
| | | | 5330 | 4 | 58 | | | | | | 5330 | 4 | 58 |
| | 29th | To your Bill to Wm. Parsons @ 10 days 1/. paid Rotts Ewing to this day | 1761 | 16 | 56 | | | | | Madras 19th February 1783. Errors Excepted. John Menzies | | | |
| | | | | | | | | | | By Balance brought down | 1761 | 16 | 56 |
| | | | | | | | | | | Errors Excepted. A true Copy. J. Spencer Atty. Dept. | | | |

# G

Dr. Captain Alexander Campbell of the 98th Regt. in Account Current with John Menzies ... Cr.

| 1782 | | | | | 1782 | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Oct. | 10 | To Cash Paid Captain Barber | 200 | " | " | Oct. | 13 | By Major Cathcarts Bill on Lord Cathcart for £250 @ 1/8 p Rupee | 652 | 7 | 2 |
| | 13 | To Do. paid Captain Symes | 150 | " | " | | 14 | By Cash | 240 | " | " |
| | 19 | To Do. paid You p Receipt | 20 | " | " | | 19 | By your Bill on Bishop & Co £250 at 7/6 | 666 | 22 | " |
| | 20 | To Do. paid your Order to Henderson | 320 | " | " | | | By Sundry Bills of Contra received to order to Mr Ravenscroft Bengal | | | |
| | 24 | To Do. Sent p your Dubash | 30 | " | " | | | A.Bl. 3302. 15. 7 | 1220 | " | " |
| | | To Governor & Councils Bill on Bengal in favor of Captain Symes 740. | | | | Nov. | 3 | By Cash | 114 | " | " |
| | | To Do. Do to Cadle 740. | | | | Dec. | 31 | By Do from Nyapah Chitty | 332 | " | " |
| | | To Do. Do Johnston 740. | | | | | | | 3604 | 35 | 2 |
| | | To Do. Do Henderson 1582. 15. 7 | | | | | | By Balance | 1008 | 22 | 18 |
| | | | 3302. 15. 7 | | | | | | | | |
| | | To Cash paid for Bill on Bengal to Stringer 2476. 7. 8 | 1000 | " | " | | | | | | |
| Nov. | 6 | To Cash paid your Order | 520 | " | " | | | | | | |
| | 7 | To Cash paid you | 17 | " | " | | | | | | |
| | 8 | To Do paid your Order | 20 | " | " | | | | | | |
| | 21 | To Do paid your Order to Millingchamp | 9 | 15 | 6 | | | | | | |
| | 30 | To Do. paid Latour on your Account | 250 | " | " | | | | | | |
| Dec. | 16 | To Do Sent p your Dubash | 30 | " | " | | | | | | |
| | 24 | To Do your Note to Captain Dugd Campbell dd this day | 30 | " | " | | | | | | |
| | 26 | To Do. paid your Dubash | 125 | " | " | | | | | | |
| | 29 | To Do your Order to Captain Macdonald | 20 | " | " | | | | | | |
| | | To Do paid your p Receipt 30th | 300 | " | " | | | | | | |
| | | To Do Do | 50 | " | " | | | | | | |
| | | To Do your Order to Captain Frazer | 50 | " | " | | | | | | |
| | | To Do paid you p Receipt | 714 | " | " | | | | | | |
| | | To Do paid your Dubash Sawmy | 50 | " | " | | | | | | |
| | | To Do paid Macpherson | 11 | " | " | | | | | | |
| | | To Sundry Articles furnished your p account | 21 | " | " | | | | | | |
| | | To Commission on paying and receiving 2940. 15. 60 | 43. 30. 4 | | | | | | | | |
| | | | 29. 17 | " | " | | | | | | |
| | | | 4013. 21. 22 | | | | | | | | |

Madras 31st December 1782.
Errors Excepted
John Menzies

Dr. Captain Alexr Campbell of the 98th Regt. in Account Current with John Menzies ... Cr.

| 1783 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Jany | 1 | To Balance brought forward from | 1008 | 22 | 18 | By Balance | 1067 | 31 | 70 |
| | 27 | To Cash paid | 50 | " | " | | | | |
| | | To Interest on Pags 1008. 22. 18 from 31st December 1782 to 1st January 1783. 1 Month @ 12 p Cent p Annum | 10 | 3 | 52 |
| | | Pags | 1068 | 31 | 70 |

Madras 31st Jany 1783.
Errors Excepted
John Menzies

Pags 1068 31 70

We have examined the above Account and find it to be right and have the same in our hands Vouchers for the same (Signed) &c.
The above is inclusive of Six thousand &c. (Signed) &c.
Errors Excepted
To be paid &c.

A true Copy
D. Spencer
Atty. Defendt



# H

Dr. Captain Dugal Campbell of the 98th Regt. in Account Current with John Menzies ... Cr.

| 1782 | | | | | | 1782 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Oct. | 18 | To Cash paid your Order to Boys A. 377. 5. 5 | 98 | " | " | Sept. | 20 | By Amount of your Bill on Capt. Campbell | 30 | " | " |
| | | To Do. to Lieut. Addison | 63 | " | " | | 22 | By Cash received for 275 Rupees @ 3/9 1/2 | 70 | 19 | 60 |
| | 16 | To Do. to Captain Symes | 62 | " | " | Sept. | 12 | By Do for 3 Chest 10 Pcs 8 523 | 21 | 5 | 40 |
| | 17 | To Do in Rupees 70 | 27 | 4 | 16 | Oct. | 1 | By Do 60 | 60 | " | " |
| | 21 | To Governor & Councils Bill on Calcutta to Boys 454. 8. 9 | | | | | | By Do 380 A1 | 100 | " | " |
| | | To Do Do Anderson 325. 5 | | | | | 12 | By Do 538 | | | |
| | | To Do Do to himself 552. 13. 10 | | | | | | By Do 407 Jonams 3. 33. | 538 | 33 | " |
| | | | 1334. 11. 7 | | | | 15 | By Do from Mr Balfour | 700 | " | " |
| | | @ 331. A81 8 p Pagoda 347. 33. 14 | | | | | | By Do A1 377. 5. 5 | 98 | " | " |
| | | To Do Do to Scott 41. 34 | | | | | | By Do 184 | 27 | 4 | 16 |
| | | To George Gordon Bond at Masulipatam 52 | 441 | 25 | 14 | | | By Do for 65 @ 46 | 12 | 7 | " |
| Nov. | 17 | To Cash paid your Taylor for 7 Waistcoats and 6 Breeches and your D. Scott Esquire Bombay | 5 | 17 | 40 | | 31 | By Sundry Bills of Contra received to and W.M. of Calcutta 1332. 11. 7 | 347 | 33 | 14 |
| | | To Do packing Breeches | " | 4 | " | | | By Captain Alexander Campbell Note due 24 Dec. | 125 | " | " |
| | | | 697 | 3 | 70 | | | By Do 24 Feby | 125 | " | " |
| | | To Balance | 2514 | 29 | 35 | | 17 | By Amount of your Bill on Bishop & Co for 200 £ @ 7/6 | 533 | 14 | " |
| | | | | | | Dec. | 10 | By Cash Received for 100 Guineas on account in part | 150 | " | " |
| | | | | | | | | By Do Do in full | 142 | 14 | " |
| | | | | | | | | By Interest on the following Sums at 8 p Cent p Annum | | | |
| | | | | | | | | On Capt. 100 for 3 | 2 | " | " |
| | | | | | | | | 583. 33. 2. 18 | 10 | 7 | 20 |
| | | | | | | | | 837. 14. 6. 2. 15 | 13 | 34 | 25 |
| | | | | | | | | 533. 14 2 | 7 | 4 | |
| | | | | | | | | 150 " " 20 | " | 24 | |
| | | | | | | | | 126 " 6 | 6 | | |
| | | | | | | | | | 33. | 33. | 55. |
| | | Pagodas | 3216. | 33. | 25 | | | Madras 31st Dec. 1782. Pagodas | 3216. | 33. | 25 |

Errors Excepted

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| To Balance | | | 2521. | 3. | 25 | 1783 Jany | 1 | By Balance brought down | 2514 | 29 | 35 |
| | | | | | | | | By Cash received for 5. 10. 7 @ 8/6 p Pag | 1. | 24. | " |
| | | Pagodas | 2521. | 3. | 35 | | | Pagodas | 2521. | 3. | 35 |

Madras 1st January 1783.
Errors Excepted
John Menzies

A true Copy
D. Spencer
Atty. Defendt

1103

II

Extract of a Letter from John Leate dated July 6. 1782.

I should prefer the Bills of Officers of Chancelor to Navy Bills at the Exchange You mention v. £. the Pagoda — Therefore I request you will be so obliging to engage for me as far as fifteen Thousand Pounds Sterling at third rate if You can get them by the first of February next — part of this Money I hope to place in Your Hands by Ruon & Cornack and for the rest if you will be pleased to draw upon me at as short date as You please — And that no time be lost or any of the Bills you may be able to get at present, I desire you may draw upon me the Amount of any You can get sending me at the same time one of the Bills — And I should be glad that You get fewer Bills, because I shall send two Bills over Land and one by Sea and keep one Bill by me If you cannot get to that Amount in good Officers Bills by the 1. February next I should be glad to have the Deficiency in Navy Bills —

I shall be obliged to You if you will let me know the Amount of what you think you can get in Officers Bills and when you shall be able to procure them —

Taken Copy.
D. Spencer
Atty. Dft.

Extract of a Letter from John Leate dated August 31. 1782 —

I shall be much Obliged to You for the Amount which I may be able to place in Your Hands in Army Bills, and hope from the Information I have received from my Friend Ferguson to get at least 7. 8 M. Pagoda and I shall use every means to get Money to You If my being little known at Madras is a difficulty in getting Money for Bills upon me, You may draw them if You please upon Ed. Stanley and me jointly or have the Money deposited untill Advise of the Bills being accepted and paid — You may depend upon Punctuality in the Payment —

Taken Copy.
D. Spencer
Atty. Dft.

1104.

I.

Captain Alexr Campbell
of the 98th Regt Vepery

Madras 25th November 1782.

Dear Sir

As you have given me Credit on Bengal for Six Thousand two Hundred and Seventy Nine Arcot Rupees I hereby agree to replace the same as soon at Calcutta with Interest at the rate of 10 p Cent p annum and any Charges of Commission &c. that may be occasioned by the Transaction and will place the same in the Hands of any Person You may direct within two Months from the Day the Money is advanced.

I am Sir
Sincerely Yours
(Signed) John Mengies

Extract Copy.
D. Spencer
Atty. Dft.

Copy of a Letter from Captain Alexr Campbell of the 98th Regt to Rumsay Hannay Esqr. Dated Madras 25th November 1782.

Sir

You will be so good as Honor Mr. John Mengies Bills on You for Six Thousand two Hundred and Seventy Nine Arcot Rupees on my Account.

I am Sir
Your Most Obedt. Servant.
(Signed) Alexr. Campbell

Extract Copy.
D. Spencer
Atty. Dft.

Filed 2d Sept. 1788.

# The Amended Replication of

John Leuite of London Merchant by his Attornies Messieurs Paxton Cockerell and Dilisle of Calcutta Merchants and Copartners by their Attornies William Balfour and John Spalding of Fort Saint George Merchants to the Answer of Sir John Menzies Baronet

This Repliant saving to himself all advantages of Exception to the Defendants said Answer for Replication thereunto saith that all and every the matters and things in and by his said Bill of Complaint already said he will & Justify maintain and prove to be good certain and Sufficient in the Law to be answered unto in such manner as the same are therein and thereby set forth & and declared and that the Answer of the said Defendant is insufficient in the Law to be by this Repliant Replied unto for divers manifest imperfections and uncertainties therein contained the benefit of exception whereunto being now and at all times said unto this Repliant And for further Replication this Repliant saith that he hath not in any wise charged the Defendant upon grounds differing from the Principles of the Law of Merchants on the Contrary it is upon the plain and unerring Principles of the Law of Merchants that this Repliant looks for Judgment in his favor for the Sum charged in his Bill of Complaint whereby the Indorsement of the Defendant makes him liable to the Amount of the Bills so indorsed without the possibility of defeating the Claim of this Repliant by any distinctions such as are for that purpose stated in the Defendants Answer and as to the loss of time incurred in making the demand the same is Accounted for in this Repliants Bill so as to save this Repliant & from any risk on that score — This Repliant saith that the Defendant by the very expressions in his Answer makes himself Liable to the Bills in question for he says that the Complainants Instructions were to remit the Money & in good Bills which Instructions as the Event has proved have not been followed — This Repliant further saith that whether the Defendant remitted the Bills on his own Account as he avows his first intention to have been, or for account of the Repliant, as by the Repliants Bill of Complaint in the same situation for



for in the first case he would only have been as he ought now to be responsible for the Amount thereof in Account with this Repliant, so that the Defendants observation of having intended them for his own use title prefixed by this Repliant to make a remittance in good Bills ought not to be avail him it appearing by the Defendants own shewing in his Accounts Current to his Answer that he hath debited this Repliant for the Amount of the said Two Bills and therefore as those Bills are not paid he ought to be liable to the Amount thereof with all Exchange Re-exchange Costs damages and Expences whatever —

All which Matters and things this Repliant is ready to aver maintain and prove as this Honble Court shall direct and therefore humbly & prays as in and by his said Bill he hath already prayed

Bosham
Atty. for Repl.t

Filed the 12th Sept.r 1788

# The Rejoinder of Sir John Menzies Baronet Defendant to the Replication of John Laird of London Merchant by his Attornies Messieurs Paxton and Dilisle of Calcutta Merchants and Copartners by their Attornies William Balfour and John Spalding of Fort Saint George Merchants Complainant

The said Defendant Now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception to the manifest Insufficiency and uncertainty of the said Replication of the Complainant for Rejoinder thereunto Saith that this Defendants said Answer is true certain and sufficient in the Law to be Replied unto, in such manner and form as the same are therein and thereby Set forth and alledged and that the said Replication is very untrue Evasive and insufficient in the Law to be rejoined unto by this Defendant for divers Defects and Imperfections therein contained And for further Rejoinder this Defendant Saith and humbly insists that the Grounds on which the Repliant has held him liable and Responsible for the

for the Amount of the Two Protested Bills Copies of which are annexed to the said Bill of Complaint are in direct violation of the Custom of Merchants as well as the Principles of Law and Equity for this Defendant avers that his Answer filed and of Record in this Honble Court is full and conclusive so far he trusts as to satisfy this Honble Court that acting in his Capacity and Discharging the Duty of an Agent or Factor no Fault or Loss is or can be fairly imputable to him, for if any of the Bills he remitted for the Replicant proved bad after they became due the Loss on those Bills surely lies on those Person who so unreasonably Detained them after they became due and were unpaid, this Defendant Says, had he as he first intended, remitted those Bills on his own Account to Europe, and they had been protested, and his Attorneys in Europe had Detained them in the unwarrantable manner they have been Detained by the Replicant he should have held his Attorneys and they would Actually have been Liable and Responsible for the whole amount and so in like manner ought those to be held and considered who have now Detained them, and the right and Equity in so holding them Liable will appear to be made forcible, when this Honble Court is informed, that the Drawers of the said Bills were, at the time this Defendant purchased them, in good Credit and amply equal to much larger Sums than the Amount of the said Bills, and therefore had the said Replicant returned them in a reasonable time, or by the first Opportunity which offered this Defendant would have easily recovered the Amount, or rather retained it out of the Monies and Effects of the Drawers then in his hands, therefore the Assertion of the said Replicant that this Defendant is in the same situation as if he had remitted the said Bills as he first intended on his own Account is altogether unfounded and falls to the Ground, This Defendt for further rejoinder saith, that he cannot admit that the Replicant hath in any manner accounted for the Delay and Detention of the said Bills but insists in the most Direct Terms that he has clearly and incontrovertibly proved in his said Answer, the weakness of the Excuses Attempted to be made by the Replicant for such his unmercantile and unjustifiable Conduct, and the Replication not setting forth any other Excuses he trusts those Proofs will



will have their full and merited weight with this Honble Court, and this Defendant further insists that the said Bills came clearly within the Discription of the Bills so earnestly and Repeatedly requested by the Replicant to be purchased and remitted on his Account and that his Duty as an Agent and Factor required no more from him than to Purchase such Bills, as at the time he so purchased them, he had every reason to believe were good and humbly insists, he cannot by Law or in Equity be held responsible or considered as the Guarantee of any such Bills nor does it by any means follow as a necessary Consequence in the present Case, and Circumstances that because this Defendant did Debit the Replicant with the said Bills at the same rate as he bought them for himself that therefore he incurred any further Responsibility than that of an Agent or Factor, when the Detriment which may Daily arise from bills being allowed to rise up at any time to charge the Drawers or Indorsers as is attempted to be done by the Replicant, the Reluctance with which Bills of Exchange would therefore be taken the Consequential Discredit which would unavoidably follow them, and the uncertainty which would necessarily attend all Transactions and Dealings in them when all these matters are considered this Defendant humbly presumes that the Replicant is entirely precluded from any Right of Action whatever against this Defendant for or on Account of the said Bills—

All which Matters and things this Defendant is ready and willing to aver maintain and prove as this Honble Court shall Direct and most humbly Prays as in and by his said Answer he hath already Prayed

D. Spencer
Atty. Defts

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Worble the Mayors Court at Madraspatnam wherein John Lavitt by his attornies Messieurs Paxton Cockrell and Deliele by their attornies William Balfour and John Spalding is Complainant and Sir John Menzies Baronet is Defendant

On the Part and behalf of the Complainant

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

To Captain James Robertson of his Majestys 73d: Regiment } 2d: Was you or was You not Francis Pinckerton Paymaster of his Majestys 98th Regiment in the Year One Thousand Seven Hundred and Eighty two—If Yea was or was not the Said Francis Pinckerton and Captain David Campbell and Alexander Campbell at Madras in the Month of October in the Same Year and had not the Said Francis Pinckerton occasion to draw at that time for Money on England for the use of the Said Regiment

To Francis Latour . . . } 3d: Were you or were you not in Madras in October One Thousand Seven Hundred and Eighty two If yea, was the Office of the Horible Company or of the Fleet under the Command of Vice Admiral Sir Edward Hughes then open to receive Cash and to grant Bills in lieu thereof

To all the Witnesses } 4th: Do you know of any other Matter or thing or have you heard or can you set forth any thing touching the Matter in Question in this Cause that may tend to the benefit or advantage of the Complainant, If yea Declare the same as you know have heard or do believe together with the Reasons of such your belief as fully and Particularly as if you had been thereunto particularly Interrogated—

Bopham
Atty: for Compt.



Mayors Court at Madraspatnam

Between John Lavitt by his attornies Messrs Paxton Cockrell and Deliele by their attornies William Balfour and John Spalding is Complainant and Sir John Menzies Baronet is Defendant.

On the Part of the Complainant.

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

Captain James Robertson of his Majestys 73d: Regiment Aged twenty Six Years or thereabouts—being produced as a Witness in this Cause On the Part of the Complainant was on the tenth Day of November One Thousand Seven Hundred and eighty eight Sworn at the Office of Mr: Pullen Spencer 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 . . . . . To the first Interrogatory this Deponent saith that he doth not know the Complainant John Lavitt in this Cause—but that he doth know the Defendant Sir John Menzies Baronet in this Cause, and hath so known him Seven years or thereabouts—and more he saith not to this first Interrogatory

2d . . . . . To the Second Interrogatory this Deponent saith that Francis Pinckerton did act as Paymaster to his Majestys 98th Regiment in the Year One Thousand Seven Hundred and Eighty two—and that Francis Pinckerton was at Madras nearly about that period—but doth not recollect the time that Captains David Campbell and Alexander Campbell were here this Deponent further saith that he doth not know, but presumes the Paymaster would have occasion to draw for subsistance to the Officers and Men 'till they commenced receiving their pay in this Coventry—and further saith not to this and to the Last Interrogatory—

Jas. Robertson

Joseph Shawe
Clerk.

1111.

Mayor's Court at Madraspatnam

Between John Lovitt by his attorneys Messrs Preston Cockrell and Delisle by their attorneys Wellm Balfour and John Spalding is Complainant and Sir John Menzies Baronet is Defendant

On the Part of the Complainant

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

Mr Francis Latour Merchant of Madras Aged about forty eight years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the twenty first Day of October One Thousand Seven Hundred and Eighty eight Significa at the Office of Mr Pullin Spencer 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 viz.

1st ..... To the first Interrogatory this Deponent saith, that he doth not know the Complainant but that he doth know the Defendant and hath so known him about Six or Seven Years — and more he saith not to this first Interrogatory

2d ..... To the Second Interrogatory this Deponent saith that he was at Madras in the Year One Thousand Seven Hundred and Eighty two, and that the Office under the Command of Vice Admiral Sir Edward Hughes was at that time open to receive Cash and to grant Bills in Lieu thereof — and that this Deponent has now in his Possession a third Bill of Exchange drawn by Mr Arthur Puthbert Agent Victualler in the Honble Commissioners for Victualling his Majestys Navy, London, dated fourth of August One Thousand Seven Hundred and Eighty two — and more he saith not to this third Interrogatory

To the last Interrogatory this Deponent saith that he doth not know of any thing more that tends to the benefit of the Complainant — and more saith not to this last Interrogatory viz.

Joseph Shanes
Clerk

Jas Latour

1112.

Messrs Balfour & Spalding

Gentlemen

We had the pleasure of writing You under date 20 Ults. to which we beg leave to refer.

By desire of Mr Lovitt one of our Constituents who is now in Europe, we have to trouble You with the Undermentioned Bills of Exchange which have been returned under protest with directions to recover the Amount from the indorser Mr John Menzies of Your place, who Mr Lovitt observes never had his directions to purchase such Bills on his Account more over the drawers of both Bills are dead and as it has not been discovered that they had any property in England recourse even only he had to Mr Menzies, who must be made to refund the Principal and Interest to the day of Payment.

The Bills, with their Protests which also go inclosed are for the following Sums viz.

Sums in Sr. Alexr. Campbell Capt. of the 90. Regt. dated the 19th Octr. 1782. upon Bishop and Bowmanville, to the order of John Menzies £250. Stg.

2d. D. Campbell Campbell of the 98. Regt. dated the 11th Octr. 1782 on the same Gentlemen and to the order of the said John Menzies £200.

Expences of Protest 20/ which You will also please to recover

Recommending them to Your usual attention we remain

Gentlemen

Your very Obedient Servants

Preston Cockrell & Delisle

Calcutta
8th October 1786

Messrs. Balfour & Spalding

Gentlemen

We are favored with Yours of the 20th Instant covering two Letters of Mr. Popham's the first on Major McGowans business, which surprises us as Major M. never acquainted us that he was settling the business himself.

The only reply we can make to Mr. Popham's queries in his second Letter is by furnishing You with a Copy of Messrs. Inc & Messrs. Anderson's Letter to Mr. Finny returning the Bills under protest—

We wonder at Mr. Menzies Idea of not being a principal in a Bill made payable to and endorsed by himself, neither can the Bills be the property of Mr. Oswald or his heirs, as it is evident they were sent home on account of Mr. Levett, whose Attorney or Agent in Money Matters it appears Mr. Oswald was by his directing us in his instructions when he left the Country to remit certain of his Monies to that Gentlemen, besides it appears evident that Mr. Menzies could not be an Agent and the Bill the property of Mr. Oswald unless Mr. Oswald employed him to purchase the Bills for him we cannot Account for the Bills being so long in Making their Appearance unless You suppose as it is natural that Mr. Oswald's Death would cause some delay and searching for the Drawers who are dead and their property, from them it appears, that they did not return the Bills to be recovered from Mr. Menzies until they saw no Probability of recovering from the Drawers—

Mr. Macintosh has sent us in part payment of your Draught in Your hand, Your Governor and Councils Certificate for Rec.t Pagodas 285— which Certificate is only payable by a Company's Bond— this we cannot immediately apply to his Credit, as he has not directed us to discount it, in any shape then is little prospect of getting payment for some Years: the discount on Bond this day is 21. p.Ct.

We hope Mr. Davidson will soon give an Answer to Mr. B. Hepburns demand on him—

we are glad you have received the Acct. of Mr. Scholeus



Draught—

We observe what You say of the Nabobs Bond to Balfour and Company's Bond to Mr. Leod—

We are Gentlemen

Your Most Obedient Humble Servants

Paxton Cockrell & Dilisle

Enclosures
Popham's two Letters
Copy of Mess.rs J. & A.
Anderson's Letter to Mr.
Finny—

Calcutta
30th Dec.r 1786—

London 16th January 1786

Mr. William Finny

Sir

We had the Pleasure of writing You the 26th Sept.r Copy of which is inclosed and to which we beg leave to refer—

By Mr. Levetts desire we inclose the undermentioned Bills of Exchange that had been remitted by him to Mr. Oswald, and which have not been accepted or Paid, therefore recourse must be had to Mr. John Menzies of Madras who Mr. Levett says must be made to refund the money with Interest as he never gave any directions to Mr. Menzies to by such Bills on his Account both the Drawers are dead and we can not learn that they have property in this Country—Viz.t

Alexander Campbell Capt.n of the 98th Reg.t dated 19th Oct.r 82 @ 30 days Sight on Bishop and Drummill to the order of J. Menzies ..... £250 " —

D.o Campbell Capt.n of the 98th Reg.t dated 19th Oct.r 82 @ 30 D.s Sight on Bishop & Drummill to same order ..... 200 " —

Protest 2/—

They are the property of Mr. Levett, and their being so we known will interest you in their recovery without further recommendation Your Children are well and doing well, Mr. Levett pays them every attention—

We are
Sir
Your most Obedient Servants
(Signed) John & Alex.r Anderson

1115.

Messrs Balfour & Spalding

Calcutta 3 January 1787

Gentlemen

Since writing You the 30th Ult. Mr Finny has sent us a Letter which he received from Mr Leard — and in which is the subjoined paragraph

It appears to us that an evident cause of delay, must be owing to the set of Bills returned to India by Mr Oswald having miscarried, as no other Bills have come to hand but those in your hands —

We are
Gentlemen
Your Most Obedient Humble Servants
Paxton Cockrell & Dilisle

Observe Mr Leard says that Mr Menzies engaged him to take them and indorsed them because he could not judge of the Security —

Mr Anderson tells me that two Officers Bills were returned to India protested by Mr Oswald before his death which You have taken no Notice of — nor are they amongst the Letters and Papers returned by Mr Hennessey to me These Bills are indorsed by Mr Menzies who engaged me to take them indeed paid for them and indorsed them because I could not Judge of the Security and You know that I always refused to take privvate Bills; way it is not unlikely these Officers Owed him Money and he paid himself and got these Bills for me However that may be I must request that You will take the proper Steps to inforce payment from Mr Menzies — Mr Anderson sends the Copy of the Protest to You but as Mr Hennessy is the acting Attorney, You will naturally give them to him, and tell him that I conclude Mr Menzies will pay them without dispute but if he should make any hesitation I desire they may be put in Suit immediately; and if from any Informality, or other Circumstance whatever Judgement should go against me I desire the Cause may be appealed to England Mr Anderson says these Bills and the Protests are sent to You &

1116.

Extract from the Minutes of a Court held at the Town Hall on Saturday the 22d day of November Anno Domini 1788.

Present

Edward Garrow Esquire Mayor
William Webb — Sir John Menzies Baronet
George Savage — Vincent le Corbett
Isaias DuPré Porcher — and Andrew Ross —

Aldermen

John Leard by his Attorneys Messrs Paxton Cockrell and Delisle by their Attorneys William Balfour and John Spalding

Sir John Menzies Baronet

Bill with Copies of Two Protests and an Account Annexed Read
Answer with Copies of Exhibits Marked A B C D E F G H & I and two Exhibits of Letters Annexed Read
Amended Replication Read
Rejoinder Read
Interrogatories on the part of the Complainant Read
Two Depositions taken thereunto Read
Three Exhibits on the part of the Complainant Read

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 Two Protests and an Account Annexed the Defendants Answer with Copies of Exhibits Marked A B C D E F G H & I and two Exhibits of Letters Annexed, the Amended Replication, the Rejoinder the Interrogatories and Depositions on the Part of the Complainant, three Exhibits on the part of the Complainant On Hearing the Pleadings and Arguments 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 Complts Bill do stand Dismissed with Costs —

Court

# Court of Appeals at Madraspatnam

Saturday the 22d. August Anno Domini 1789.

Between John Leavitt of London Merchant by his Attorneys Messrs. Paxton Cockrell and Dilisle of Calcutta Merchants and Copartners by their Attorneys William Balfour and John Shalding of Fort Saint George Merchants Appellants and Sir John Menzies Baronet late John Menzies of Fort Saint George 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 Mayors 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 Attornies on both Sides This Court doth think fit to order and Decree and doth accordingly Order and Decree that the said Decree of the Honble the Mayors Court do stand Affirmed and that the Appellants Petition be hence Dismissed with Costs. —

A Copy

Chas. N. White

Clk.



Fola. 30th. June 1789.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Gooruvapah Naicker of Madras Inhabitant by his Attorney William Butler of the same Place Inhabitant that Goommundepoondy Coottay Chitty also of the same place Inhabitant stands justly and truely indebted unto Your Orator in the full and just Sum of Six Hundred and Forty Seven Pagodas Eight fanams and Twenty two Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings per every Pagoda the Sum of Two Hundred and Fifty eight Pounds Seventeen Shillings and Five Pence or thereabouts as will more fully and at large appear by the Copies of a Bond an Account Current and an Assignment hereunto Annexed for the Inspection of this Honble Court and which your Orator prays may be taken as part of this his Bill of Complaint the Originals whereof are in the Possession of Your Orators said Attorney and ready to be produced when required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly Manner requested Payment from the said Goommundepoondy Coottay Chitty of the said Sum of Six Hundred and Forty Seven Pagodas, Eight fanams and Twenty two Cash.

But now so it is May it please this Honble Court the said Goommundepoondy Coottay Chitty Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a general Relief such as to this Honble Court shall appear agreable to Equity and Good Conscience To the End therefore that the said Goommundepoondy Coottay Chitty may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and alledged as fully truly and effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of Six Hundred and forty Seven Pagodas Eight fanams and Twenty two Cash with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

Mari

Know all Men by these Presents that We Goommedepoondey Coottay Chitty of Madras Merchant and Gruvapah Naicker of the same Place Merchant are held and firmly bound unto the Honble. United Company of Merchants of England trading to the East Indies in the Sum of Pagodas Seven Hundred and Seventy eight 17 20 for the Payment of which well and truly to be made to the said United Company their Successors or Assigns We bind ourselves our Heirs Executors and Administrators jointly and severally firmly by these Presents Sealed with our Seals and dated this 22d. Day of June 1789.

The Condition of this Obligation is such that if the above bounden Goommedepoondey Coottay Chitty his Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the said United Company their Successors or Assigns the Sum of Pagodas Three Hundred and Eighty nine 10 20 on the 22d. Day of June 1790 with Interest for the same at the Rate of Nine per Cent per Annum from the Date hereof then this Obligation to be void and of none Effect or else to remain in full Force and Virtue.

Sealed and Delivered
in the Presence of
Edward Hall
Atty. for Compt.

Goommedepoondey Coottay Chitty

Gruvapah Naicker

---

Translation of a Bond taken by Cottra of Gruvapah Naicker Attorney to Goommedepoondey Coottay Chitty

12th April 1787.

Goommedepoondey Coottay Chitty of Madras Merchant by Gruvapah Naicker his Attorney to be given to the said Coottay Chitty

A Bond in the Sum of Seven thousand Pagodas with Interest at the Rate of Nine per Cent per Annum from the Date hereof if not paid within one Year from the Date hereof

Now the Condition of this Obligation is such that if the above bounden Gruvapah Naicker his Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the said Coottay Chitty his Heirs Executors Administrators or Assigns the Sum of Seven thousand Pagodas with Interest for the same at the Rate of Nine per Cent per Annum on the 12th. April 1788 then this Obligation to be void and of none Effect or else to remain in full Force and Virtue.

Sealed and Delivered
in the Presence of
Edward Hall
Atty. for Compt.

Gruvapah Naicker

---

Dr. Goommedepoondey Coottay Chitty in Account Current with Gruvapah Naicker Cr.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1787 April | 12 | To the Amount of your Bond bearing date this day | 650 | | | 1788 Jany | 27 | By Cash received in part | 50 |
| 1789 June | 22 | To Interest on Dr. to this day from 12th April 1787 to 22d June 1789 is 2 Yrs 2 Mos 10 Days at 9 ₹ Cent ₹ Annum | 128 | 17 | 20 | June | 3 | By Cash received in part | 61 23 |
| | | | | | | 1789 Jany | 12 | By 2 Swarbands Bought of you | 7 11 40 |
| | | | | | | 1789 June | 22 | By Interest for the above Sum according to their Respective dates at 9 ₹ Cent ₹ Annum | 0 4 6 |
| | | | | | | | | On Pagodas 50 1 Yr 4 Mos 26 Days | 6 11 76 |
| | | | | | | | | 61 23 1 19 | 5 38 4 |
| | | | | | | | | 7 11 40 1 5 12 | 13 40 |
| | | | | | | | | | 12 21 32 |
| | | | | | | | | | 131 8 72 |
| | | | | | | | | By Balance due to me | 647 8 22 |
| | | Pagodas | 778 | 17 | 20 | | | Pagodas | 778 17 20 |

Fort Saint George 22d. June 1789.

Errors Excepted ₹ Signed Gruvapah Naidoo

A true Copy.

Edward Hall
Atty. for Compt.

1120

To all People to whom these Presents shall come Greeting Whereas Goonnemdepoondy Cootlay Chitty of Madras Inhabitant in and by the Balance of an Account Current bearing date the Twenty Second day of June in the present Year of Our Lord One Thousand Seven Hundred and Eighty Nine arising on a Bond bearing date the twelfth day of April in the Year One Thousand Seven Hundred and Eighty Seven, stands justly and truely indebted unto Gnuvapah Naicker of the same place Inhabitant in the Sum of Pp Six Hundred and Forty Seven Pagodas Eight fanams and Twenty two Cash as by the said Bond and an Account Current may appear and whereas there now remains due Pp to the said Gnuvapah Naicker on the said Bond and an Account Current the Sum of Six Hundred and Forty Seven Pagodas Eight fanams and twenty two Cash Now Know ye that the said Gnuvapah Naicker for a Valuable Consideration to him in hand paid by William Rutter also of the same place Inhabitant at or before the Pp Sealing and delivery of these Presents the receipt whereof he the said Pp Naicker Doth hereby Acknowledge he the said Gnuvapah Naicker Hath sold Pp assigned and set over and by these Presents doth sell assign and set over unto the said William Rutter the said Bond and an Account Current and the Money thereupon Pp due and owing and which may become due and owing thereon and all his Right Pp and Interest of in and to the same and every part thereof, and the said Gnuvapah Pp Naicker for the Consideration aforesaid, Hath made Constituted and Appointed and by these presents doth make constitute and appoint the said William Rutter his Pp Heirs Executors Administrators and Assigns his true and Lawfull attorney or attornies Irrevocable for him and in his name and in the Name and Names of his Heirs Pp Executors and Administrators and Assigns but for the Sole and proper use and benefit of the said William Rutter his Heirs Executors Administrators and Assigns to ask Pp require demand and receive of the said Goonnemdepoondy Cootlay Chitty his Heirs Pp Executors Administrators and Assigns the Money due and to become due on the said Bond and an Account Current and on non payment thereof he the said Pp Goonnemdepoondy Cootlay Chitty his Heirs Executors Administrators and Assignots Sue for and recover the same and on Payment thereof to deliver up the said Bond and



and an Account Current and give sufficient release and Discharges and one or More Attorney or Attornies under him to make Constitute and appoint and whatsoever the said William Rutter or his Attorney or Attornies under him shall lawfully do in the Premises the said Gnuvapah Naicker doth Covenant with the said William Rutter that he the said Gnuvapah Naicker hath not received nor will receive the said Money due or to become due on the said Bond and an Account Current or any part thereof neither shall or will release or discharge the same or any part thereof but will own and allow of all lawfull Procedings for the recovery thereof he the said William Rutter saving the said Gnuvapah Naicker harmless of and from any Costs that may happen to him thereby In Witness whereof the said Gnuvapah Naicker hath hereunto set his Hand and Seal in Fort Saint George aforesaid this twenty sixth day of June in the Year of our Lord One Thousand Seven Hundred and Eighty Nine.—

Signed Sealed and Delivered
in whose no stampt paper is to be had in
the presence of
/Signed/ Chinglevoy
Charles Canty.

/Signed/ Gnuvapah Naicher.

Above Canty
Duan Wall
Atty. for Compts.

Mayor's Court at Madraspatnam

Tuesday the 1st. day of September Anno Domini 1789

L. S.

Present
William Mitchell Esquire Mayor
Andrew Ross and James Landon
Aldermen

Mayor's Court

Between Gnuvapah Naicker of Madras Inhabitant by his Attorney William Rutter of the same place Inhabitant Complainant and Goonnemdepoondy Cootlay Chitty of the same place Inhabitant Defendant

At

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Six Hundred and Forty Seven Pagodas Eight Fanams and Twenty Two Cash (Pagodas 647. 8. 22) 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

J Carr

Filed 7. Sept. 1789

To the Honble the Mayors Court at Madraspatnam

Between Moses Bagram of Madras Merchant Complainant and Ebrahimjee Noorday late of Madras but at present of Rangoon in the Kingdom of Pegue Merchant Defendant

The Humble Petition of Moses Bagram the above named Complainant

Sheweth

That your Petitioner did on or about the Fifteenth day of August last past Exhibit a Bill of Complaint in this Honble Court against the above named Defendant for the Recovery of the Sum of One Thousand Nine Hundred and Thirty one Pagodas Thirty Nine Fanams and Thirty Cash

And Your Petitioner Sheweth that on the Eighteenth day of the Said Month of August he did obtain a Warrant of Sequestration against the Goods of the said Defendant directed to the Sheriff of this Honble Court who in Virtue thereof did on or about the twentieth day of the said Month Seize and Sequester the



the Ship Dodaly the property of the said Defendant now lying at Anchor in Madras Roads

And Your Petitioner Sheweth that the said Ship is in Manifest Danger of being Lost while she Remains in the said Roads

And Your Petitioner Sheweth that it will be for the Interest of the Owners and Creditors of the said Ship to have the said Ship Sold immediately

Your Petitioner therefore prays that under these Circumstances, that this Honble Court will be pleased to Order the Sheriff to Advertise and Sell the said Ship according to the Usual Notice and that the Produce of the said Ship may be paid unto the Accountant General and to Remain untile the further order of this Honble Court

W Dingley
Advg. Petitr.

Filed 7. Sept. 1789

In the Honble the Mayors Court at Madraspatnam

Between Moses Bagram Complainant and Ebrahimjee Noorday Defendant

The Affidavit of John Hall

The said Deponent Maketh Oath and saith that the Ship Dodaly now lying in Madras Roads Seized by Warrant of Sequestration in this Cause is at Manifest Risk of being Lost and that her Continuing longer must daily Decrease her Value and increase her Danger from the approaching Season and he doth therefore Verily Believe that it will be to the Benefit of the Owner and Creditors upon the said Ship to sale the said Ship without loss of time

John Hall

Madraspatnam
7. September 1789
Sworn to before me this Day
W. Mr Webb
Mayor

(1123)

Filed 1st Sept. 1789

In the Honble the Mayors
Court at Madraspatanam

Between Moses Bagram Complainant and
Ebrahimjee Noorbhay Defendant

The Affidavit of Moses Bagram the above Named Complainant

This Deponent Maketh Oath and Saith that since the Seizure of the Ship Dobbaly by Virtue of a Warrant of Sequestration in the above Cause the said Ship hath already incurred Expences, and is now Lying in the Roads of Madras at the Risk of incurring Many other Expences, by Loss of Anchors Cables and others wise, beside the total loss of the said Ship, and this Deponent doth Verily believe that it will be for the Interest of the Owners and Mortgage Creditors of the said Ship to have the said Ship Sold immediately

Moses Bagram

Sworn to in Court
this 6th September 1789

James Taylor
Regr

A true Translation as Near as can be by Wm Lawrence
Port. Interp.

Na Honoravel Corte Mayoral de
Madrastapatão.

Entre Moses Bagram Levantie e Ebrahimjee
Noorbhay Defendente

O Depoimento de Moses Bagram a Sima Mencionado Levante

Este Depoiente faz Juramento e Diz que desde o Navio Dobbaly foy
apanhado por Virtude de hum Auctoridade de Sequestração Na Sima Mencionado
Luisa o dito Navio encorreo Gastos qual esta agora em Surgedouro da Madrasta as
risco de encorrer Muitos outros Gastos por perda de Ancoros Amarra e de outra Sorte;
alem disso a total perda do dito Navio este Depoiente Verdadeiramente Crê que
Será por o Interesse do Proprietario e Acredores de Hypotica do dito Navio para
haver o dito Navio Immidiatamente Vendido

Moses Bagram

Sworn to in Court
this 6th September 1789

James Taylor
Regr

(1126)

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 1st Day of September Anno Domini 1789

Present

William Webb Esquire Mayor
Andrew Ross and James Landon
Aldermen

Moses Bagram
versus
Ibrahimjee Noorbhay

Petition of the Complainant filed this day
Affidavit of the Complainant Sworn to in Court and filed this day
Affidavit of John Hall Sworn to before the Mayor and filed this day

Ordered that the Sheriff do sell the Ship Dobbaly which has been seized by Virtue of a Warrant of Sequestration issued in this Cause and that he do pay the Amount produce thereof into the Company's Cash in the Name of the Accountant General subject to the further Order of this Court

1127.

Filed 1st Septr 1789

To the Honble the Mayor's
Court at Madraspatnam

Between Miguel Johannes of Madras Merchant
Complainant and Ibrahimjee Noorbhay late of
Madras Merchant Defendant

Sheweth.

The Humble Petition of Miguel Johannes the above Named Complainant

That Your Petitioner did on or about the Fifteenth day of August last past Exhibit a Bill of Complaint in this Honble Court against the above Named Defdt for the Recovery of the Sum of Twelve Thousand Seven Hundred and fifty four Pagodas Seven fanams and forty Cash.

And Your Petitioner Sheweth that on the Eighteenth day of the said Month of August he did obtain a Warrant of Sequestration against the Goods of the said Defendant directed to the Sheriff of this Honble Court who in Virtue thereof did on or about the twentieth of the said Month Seize and Sequester the Ship Doddaly the Property of the said Defendant now lying at Anchor in Madras Roads.

And Your Petitioner Sheweth that the said Ship is in manifest danger of being lost while she remains in the said Roads.

And Your Petitioner Sheweth that it will be for the Interest of the owners and Creditors of the said Ship to have the said Ship Sold immediately—

Your Petitioner therefore prays that under these Circumstances that this Honble Court will be pleased to Order the Sheriff to advertize and Sell the said Ship according to the Usual Notice and that the Produce of the said Ship may be paid unto the Accountant General and to Remain untile the further order of this Honble Court.

Wm Dillons
Atty for Petr

Filed 1. Sept. 1789

1128.

In the Honble the Mayors
Court at Madraspatnam

Between Miguel Johannes Complainant
and Ibrahimjee Noorbay Defendant

The Affidavit of John Hall

The said Deponent Maketh Oath and saith that the Ship Doddaly now lying in Madras Roads, Seized by Warrant of Sequestration in this Cause, is at a Manifest Risk of being Lost and that her Continuing longer must daily decrease her Value, and encrease her Danger from the approaching Seasons and he doth therefore Verily believe that it will be to the benefit of the Owner and Creditors upon the said Ship to sell the said Ship without Loss of time.

John Hall

Madraspatnam
1. September 1789
Sworn to before Me this day
Wm Webb
Mayor

Filed 1. Sept. 1789

In the Honble the Mayor's
Court at Madraspatnam

Between Miguel Johannes Complainant
and Ibrahimjee Noorbay Defendant

The Affidavit of Miguel Johannes the above Named Complt

This Deponent Maketh Oath and Saith that since the Seizure of the Ship Doddaly by Virtue of Sequestration in the above Cause the said Ship incurred many Expences and is now lying in the Roads of Madras at the Risk of incurring many other Expences by loss of Anchors Cables and other wise besides the total Loss of the said Ship, and this Deponent doth verily believe that it will be for the Interest of the Owner and Mortgage Creditors of the said Ship to have the said Ship Sold immediately—

[signed] Miguel Johannes

A true Translate as Near as can be by
Wm Lovcock
Dist. Interp

## Na Honoravel Corte Mayoral de Madrastaphalaõ,

Entre Miguel Johannes Levrante e Ibrahimjee Noorbay Defendente.—

O Depoimento de Miguel Johannes a Sima Mencionado Levrante

Este Deposiente faz Juramento e Diz que desde o Navio Doddaly foy apanhado por Virtude de hum Authoridade de Sequestração na Sima Mencionado Lueza o dito Navio concorreo Muitos Gastos qual este agoria com Surgidour da Madrasta, ao risco de concorrer Muitos outros Gastos por Perda de Ancoros Amarra e outra Sorte, alem disso a total perda do dito Navio este Deponente Verdadeiramente Crê que Sera para o interesse do proprietario e Acredores de Hypotica do dito Navio para haver o dito Navio immediatamente Vendido.

Miguel Johannes

Sworn to before me
this 4th. day of Septr. 1789.
Wm Webb
Mayor.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 1st Day of September Anno Domini 1789

Present

William Webb Esquire Mayor
Andrew Ross and James Landon
Aldermen

Miguel Johannes
vers
Ibrahimjee Noorbay

Petition of Miguel Johannes filed this day
Affidavit of the Complainant Sworn to before the Mayor and filed this day
Affidavit of John Hall Sworn to before the Mayor and filed this day



Ordered that the Sheriff do sell the Ship Doddaly which has been seized by Virtue of a Warrant of Sequestration issued in this Cause and that he do pay the Amount produce thereof into the Company's Cash in the Name of the Accountant General Subject to the further Order of this Court.

Fiat 22. July 1789.

## To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Chettombalah Chitty of Madras Inhabitant, That Chatepat Audenarrain Modely of the same place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Five Hundred and Thirty three Pagodas and thirty fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two Hundred and thirteen Pounds Nine Shillings and Eight Pence or thereabouts as will more fully and at large appear by Copy of an Account Current hereunto annexed for the Inspection of this Honble Court and which Your Orator prays may be admitted as part of this his Bill of Complaint the Original of which is in Your Orators Possession and ready to be produced when required Your Orator further sheweth unto this Honble Court that the said Chatepat Audenarrain Modely in and by a certain Bond or Obligation bearing date the Twenty first Day of March last past became bound well and truly to Pay or cause to be paid unto Your Orator the Sum of One Thousand Pagodas and did further Agree in and by the said Bond or Obligation that in default of Payment of the said Sum of One thousand Pagodas Your Orator might and should Prosecute him the said Chatepat Audenarrain Modely in this Honble Court as will more fully and at large appear by Copy of the said Bond or Obligation hereunto annexed for the Inspection of this Honble Court, and which Your Orator prays may be admitted as a further part of this his Bill of Complaint the Original of which is in Your Orators Possession and ready to be produced when Your Orator shall by this Honble Court be thereunto required Your Orator further sheweth

Sheweth unto this Horible Court that in the Charter granted by his late Majesty George the Second to the Horible United Company of Merchants of England trading to the East Indies bearing date the Sixth day of January which was in the Year of our Lord One Thousand Seven Hundred and Fifty two it is expressly declared and provided that it shall and may be lawful for this Horible Court to hear and determine all Civil Suits Action or Pleas between any of the Indic Natives that shall or may arise or happen within the Town of Madraspatnam or within any of the Factories Subject or Subordinate to Fort Saint George provided that both Parties shall by Consent Submit the same to the Determination of this Horible Court, Your Orator further Sheweth unto this Horible Court that in the said Bond or Obligation is inserted a Clause by the Consent and Agreement of the said Chatteput Audenarrain which in every Respect conforms both in Letter and Spirit to that part of his late Majesty's Charter respecting India Natives herein before recited by which Your Orator is enabled and rendered fully Competent and Legally qualified to Prosecute this Your Orator's Suit in this Horible Court against the said Chatteput Audenarrain Moodelly, Your Orator further Sheweth unto this Horible Court that he hath frequently and in an Amicable Manner requested Payment from the said Chatteput Audenarrain Moodelly of the said Sum of Five Hundred and thirty three Pagodas and thirty fanams

But now so it is May it please this Horible Court that the said Chatteput Audenarrain Moodelly 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 Horible Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Chatteput Audenarrain Moodelly may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and alledged as fully truly Perfectly and effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be decreed to pay unto Your Orator the said Sum of Five Hundred and thirty three Pagodas and thirty fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May



May it Please this Horible Court to Cause the said Chatapulty Audenarrain Moodelly to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Horible Court at a Certain Time and Place to be by this Horible 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 Horible Court shall Seem Meet

Fort S.t George 22.d day of July 1739

Bopham
Atty. for Compt.t

This Bill was shewn to me in the Days of Adjournment, let a Summons issue returnable Next Court Day.

Wm Webb
Mayor

Dr.s Chatteput Audenarrain in Acct Curr.t with Chinnombalah Chitty Cr.s

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1739. March | 21. | To the Amount of your Bond of this date payable in 40. Days @ 12. ℔ Cent ℔ Annum | 1000. | " | " | 1739. June | 15. | By Cash received this day | 500. " " |
| July | 20. | To Interest on d.o to this day being 4. Months | 40. | " | " | July | 20. | By Interest on d.o to this day being 4. Months @ 12. ℔ Cent ℔ Annum | 6. 15. " |
| | | | | | | | | | 506. 15. " |
| | | | | | | | | By Balance | 533. 30. " |
| | | Pagodas | 1040. | " | " | | | Pagodas | 1040. " " |

Fort S.t George
21. July 1739 Errors Excepted ℔ Bopham

A true Copy
Bopham

1133.

Know all Men by these Presents that I Chatiputt Audenarrain Moodelly of Madras am held and firmly bound unto Chettombalah Chitty of the same place in the Penal Sum of Two Thousand Star Pagodas to the Payment whereof well and truely to be made to the said Chettombalah Chitty his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Sett my Hand and Seal in Madras aforesaid this Twenty first day of March in the Year of our Lord One Thousand Seven Hundred and Eighty Nine

Whereas the above bound Chatiputt Audenarrain Moodelly hath borrowed and received of the above named Chettombalah Chitty the full and just Sum of One Thousand Star Pagodas Current Money of Madras to run at Interest at the Rate of Twelve p Cent p Annum payable in forty days from the date hereof, and that in default of Payment he the said Chettombalah Chitty is hereby empowered and authorized to prosecute the said Chatiputt Audenarrain Moodelly in the Honble the Mayors Court

Now the Condition of this Obligation is such that if the above bound Chatiputt Audenarrain Moodelly his Heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto the said Chettombalah Chitty his Heirs Executors Administrators or Assigns the full and just Sum of One Thousand Star Pagodas together with such Interest as now is or shall hereafter become due thereupon then this Obligation is to be Void and of no Effect otherwise to Continue in full force and Virtue —

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

[illegible]

[illegible]

A true Copy
Bopham

Filed 7th Sept 1789

1134.

In the Honble the Mayors Court at Madraspatnam

Between Chettombalah Chitty of Madras Inhabitant Complainant and Chatiputt Audenarrain Moodelly of the same &c &c place Inhabitant Defendant.

The Affidavit of Chettombalah Chitty the above named Complainant

This Deponent Maketh Oath and Saith that the abovenamed Deft Chatiputt Audenarrain Moodelly Stands justly and truely indebted unto this Deponent in the full and just Sum of five Hundred and thirty three Pagodas and thirty fanams Current Money of Madras as does more particularly appear by the Copies of a Bond or Obligation and an Account Current Annexed to the Bill of Complaint filed the 22d July last.

Chettombalah

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

Ramganadom Interpr.

Bopham Atty. for Compt.

1135.

Mayors Court at Madraspatnam

Tuesday the 8th Day of September Anno Domini 1789

L. S.

Mayors Court.

Present

William Webb Esquire Mayor
Edward Garroon Vincentio Corbett
and Andrew Ross — Aldermen

Between Chittombalah Chitty of Madras Inhabitant Complainant and Chatterpat Audenarrain Moodelly 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 Five Hundred and Thirty three Pagodas and Thirty fanams Pagodas 533. 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

Clerk

1136.

Filed 20th June 1789

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Chocco pah Chitty of Madras Inhabitant that Chattary appa Naigon Vincatauchella Naicken Nimeapah Naicken and Moottya Naicken also of the same place Inhabitants stand justly and truly indebted unto Your Orator in the full and just Sum of three Hundred Star Pagodas Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Seventy Pounds or thereabouts as will more fully and at large appear by the Copy of a Mortgage Bond or Obligation hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be admitted as part of this his Bill of Complaint And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested payment from the said Chittary appa Naigon Vincatauchella Naicken Nimapah Naicken and Moottya Naicken of the said Sum of three Hundred Star Pagodas —

But now so it is May it Please this Honble Court the said Chittary appa Naicken Vincatauchella Naicken Nimappa Naicken and Moottya Naicken 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 Agreable to Equity and good Conscience To the End therefore that the said Chittary appa Naicken Vincatauchella Naicken Nimappa Naicken and Moottya Naicken may upon their Corporal Oath full true direct and perfect Answer Make to all and singular the Matters and things herein before set forth and alledged as fully truely and Effectually to all intents and Purposes as if the same where here again Repeated and particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of three Hundred Star Pagodas with all such Interest as now is or Shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said

Chettarappa

Chittavy appa Naicken Vencatauchella Naicken Ninca appa Naicken and Mootiya Naicken to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Horible Court at a Certain time and place to be by this Horible 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 Horible Court Shall Seem Meet

Fort St. George 19th June 1789.

Chas. Greglis
Atty for the Compt.

This Bill was shown to me in the Days of Adjournment let a Summons Issue returnable Next Court Day.

Wm. Mabbs
Mayor

Translation of a Mortgage Bond Dated 29th Day of Rudaca Year Answering to Anno Domini 9th February 1789.—

We Chittavy appa Maigon Vencatauchella Naicken Ninca pah Naicken of Varonya Caste Inhabitants of Madras do give this Mortgage Bond to Chocca pah Chittyar Son of Arnachella Chittyar of Chitty Caste of the same place that is to say—

Whereas We have Mortgaged to You Our House and Ground with the Chevaltry Bill of Sale thereof Situated at Pidda Naigs Pillah in Comara Caulatty Street in South line West to Pangore Chingleroya Chittyars House and East to Veerappa Naigons House and Borrowed and Received of You the Sum of 300 / three Hundred Currant star Pagodas which Sum we do hereby ingage to repay You on or before the 30th Maney or 10th March Next with all such Interest as Shall or may become due thereon at the rate of 12 ℔ Cent ℔ Annum In default of which You are hereby impowered at Your Pleasure to Prosecute as in the Mayors Court and recover Your Principal and Interest together with the Charges attending the Court thus We have given this Mortgage Bond of House with Our free will and Consent Witness Pangore Chingleroya Chitty and Veerappa Naicken by their Knowledge this Mortgage Bond of the House was Drawn by Comaran.

Witnesses Signed
Veerapan
Pangore Chingleroyan

Signed Chittavy
Vencatachellum
Ninca appan
Mootyan

A true Translation as near as can be from the Malabal Language
Rangana Dore
Interpr.

A true Copy.
Chas. Greglis
Atty. for the Compt.



Filed 8th Septr. 1789

# In the Horible the Mayors Court at Madraspatnam

Between Chocca pah Chittyar of Madras Inhabitant is Complainant and Chittavoy appah Naicker Vencatachella Naicker Ninca pah Naicker and Mootadoo Naicker also of the same place Inhabitants are Defendants

The Affidavit of Thomas Jones one of the Sergeants of this Horible Court—

This Deponent Maketh Oath and Saith that he did Serve the above Named Vencatachella Naicker and Ninca pah Naicker with three Rules issuing Out of this Horible Court by leaving the Copies thereof at their Dwelling Houses the last of which was a Peremptory one to the following purport—

Further this Day is given the Defendants Vencatachella Naicker and Ninca pah Naicker till the 8th Instant to Answer the Complainants Bill in default of which Judgment will be given for the Complainant.

Thomas Jones

Sworn to in Court
this 8th Septr. 1789

James Taylor
Regr.

Chas. Greglis
Atty for the Compt.

Mayor's Court at Madraspatnam } { Tuesday the 8th Day of Septemr. Anno Domini 1789

L. S.

Mayor's Court.

Present

William Webb Esquire Mayor
Edward Garrow Vincatello Corbett
and Andrew Ross — Aldermen

Between Choccappa Chittyar of Madras Inhabitant Complainant and Chittarayappa Maigon Vincatachella Naicken Ninnapah Naicken and Moottyah Naicken of the same Place Inhabitants Defendant

It Appearing by the Records of this Court that the Usual Rules have expired for the Defendants Vincatachella Naicken and Ninnapah Naicken to Answer the Complainants Bill which they has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants Vincatachella Naicken and Ninnapah Naicken shall pay unto the Complainant the full and Just Sum of Three Hundred Pagodas / Pagodas 300 " " / together with all such Interest as now is or shall hereafter become due thereon untile full Payment is made also all Costs of this Suit

By Court



Filed 15th Septr 1789 /

In the Honble the Mayors Court at Madraspatnam

Between Moses Bagram of Madras Merchant Complainant and Ebrahimjee Noorbay of the same Place Merchant Defendant

The Humble Petition of Husak Muddun Commander of the Ship Daudaulake now Lying in Madras Roads —

Sheweth

That the said Ship Daudaulake hath been Seized by Vertue of a Warrant of Sequestration Issued out of this Honible Court at the Suit of Moses Bagram on a Suggestion that Ebrahimjee Noorbay Late of Madras Merchant was Indebted to him the said Moses Bagram and that he was Advertized by the Sheriff of Madras-patnam to be Sold on the Twelfth day of this Present Month and that she actually was sold —

And Your Petitioner Sheweth that the said Ship is Largely Indebted unto the Mariners belonging to Her for their respective Wages To Wit unto Your Petitioner as Commander And to the Officers and Seamen belonging to her, In the Sum of Five Thousand Six Hundred and fifty Eight Rupies three Annas And Eleven Pice which in Current Money of Madras at the rate of three Hundred and fifty Rupies for every Hundred Pagodas Is One Thousand Six Hundred and Sixteen Pagodas and Twenty Seven Fanams as will more fully appear by the Account of Particulars hereunto Annexed and which Your Petr. Prays a Reference may be Made — Your Petitioner Sheweth, That as Commander of the said Ship Daudaulake It was his peculiar Province to Ship and Employ the Officers and Crew Belonging to her and that he is thereby became Responsible for all Arrears of Wages due to them. And Your Petitioner Understanding that it is Agreeable to Law in Such Cases of Seizures that the Officers and Mariners should be first Paid their Wages &c. Humbly Presumes to think he Ought to be paid the aforesaid Sum from the Produce of her Sale —

Your Petitioner therefore Humbly Prays to Refer the Premises to the Consideration of this Honible Court and Prays an Order that the aforesaid Amount Shall be paid from the Produce of her Sale Previous to any other demand on the said Ship and as In duty Bound your Petitioner Shall Ever Pray. J. Chaloner

1141.

# Ballance of Wages due to the Commander Officers & Lascars of the Ship Daudaulahe

| | Rupees | ₰ | ₰ |
|---|---|---|---|
| By Wages due to Reuja Mobeen as Second Captn. from the 9th day of May 1788 to the 30th of November following being 6 Mts. & 21 days at 100 Rupees ₰ Month | 670 | " | " |
| By Do. due to him as first Captn. from 1st day of Decr. to the 12th day of Septr. 1789 being 9 Mts. and 12 days @ 176 Rupees ₰ Month | 1654 | 6 | 2 |
| By Do. due to the Chief Mate from the 11th day of February to the 12th day of Septr. being 7 Mts. @ 95 Rs. ₰ Month | 665 | " | " |
| By Do. Peer Mahomed for 1 Year 7 Months and 12 Days @ 60 Rs ₰ Month | 1164 | " | " |
| By Do. due Syrang Saloo for himself and 17 Lascars for 3 Mts. and 25 days @ 161 Rs ₰ Month | 617 | 2 | 5 |
| By Do. due Syrang Poyee for himself and 10 Lascars for 3 Mts. and 23 days at 93 Rupees ₰ Month | 365 | 12 | 9 |
| By Do. due to Joosoof Cossal 3 Mts. and 18 days @ 9 Rupees ₰ Month | 32 | 6 | 5 |
| By Do. Soocaune Poncho for 5 Mts. and 7 days @ 12 Rupees ₰ month | 62 | 12 | 9 |
| By Do. Tindel Godoy 5 Mts. and 11 Ds. @ 12 Rupees ₰ Month | 64 | 12 | 9 |
| By Do. Soocaune Manavel for 4 Months & 25 Ds. @ 12 Rupees ₰ Month | 57 | 15 | 11 |
| By Do. Soocaune Jovah 2 Mts. and 7 Ds @ 12 Rupees ₰ Month | 26 | 12 | 9 |
| By Do. Do. Soocaune Abdul Rahiman for 2 Mts. & 4 Ds. @ 12 Rupees ₰ Month | 25 | 9 | 6 |
| By Do. Do. Ardroos as Gunner for 6 Mts. and 10 Ds. @ 25 Rs ₰ Month | 154 | 5 | 4 |
| By Do. Do. Carpinter for 1 Mts. 19 days @ 20 Rupees ₰ Month | 32 | 10 | 8 |
| By Do. Do. due Nacodah Valleboy Purser | 60 | 3 | 6 |
| Rupees | 5658 | 3 | 11 |

@ 350 Rupees ₰ 100 Star Pagodas ..... 1616 27 —

Madras
12th Septr. 1789.

A true Copy.
G Khaleer
Atty. for Pltf.

Sworn to & Subscribed

1142.

Fida 15th Septr. 1791

# In the Honble the Mayors Court at Madraspatnam

Between Moses Bagram of Madras Merchant is Complainant and Ebrahimjee Noorbay of the place Merchant is Defendant

The Affidavit of Sheah Muddin Mariner and Commander of the Ship Daudaulahe

The Above Named Sheah Muddin Commander of the Ship Daudaulahe now Under the Seals of the Sheriff upon a Writ of Sequestration In the above Cause Sweareth out of this Honble Court Maketh Oath and Saith, that the said Ship is Indebted unto him and the other Officers and Marriners belonging to Her for Pay and Wages up to the Twelfth day of this Present Month of September In the Sum of One Thousand Six Hundred and Sixteen Star Pagodas and Twenty Swin fanams According to the Exchange of three Hundred and fifty Rupees for one Hundred Pagodas as Appears by the Account Annexed to this Deponents Petition Filed In this Honble Court this fifteenth day of September—

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

Ranganadoss
Interpte

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15th Day of September Anno Domini 1789.

Present

William Webb Esquire Mayor

Andrew Ross — and John Milford

Aldermen

Moses Bagram

versus

Ibrahimjee Noorbay

Petition of Ruah Muddeen Read and filed —

Affidavit of Ruah Muddeen Sworn to in Court Read and filed this day —

Ordered with the Consent of Mr. Henry DuPre the Attorney for the Complainant that the Sheriff do pay unto Ruah Muddeen out of the Produce of the Ship Dudbalay the Sum of One Thousand Six Hundred and Sixteen Star Pagodas and Twenty Seven Fanams Pagodas 1616.27. being the Amount Sworn to be due to the said Ruah Muddeen the Officers and Mariners of the said Ship Dudley and it is also Ordered that the Sheriff do pay in the Remainder of the Produce of the Sale of the Ship Dudley into the Company's Cash in the Name of the Accountant General subject to the further Order of this Court —

Filed 15th Sept. 1789



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

Between Miguel Johannes Complainant

and Ibrahimjee Noorbay Defendant

The Humble Petition of Ruah Muddeen Commander of the Ship Daudaulahe now Lying in Madras Roads —

Sheweth

That the said Ship Daudaulahe hath been Seized by Virtue of a Warrant of Sequestration Issued out of this Hon^ble Court at the Suit of Miguel Johannes on a Suggestion that Ibrahimjee Noorbay Late of Madras Merchant was Indebted to him the said Miguel Johannes, and that She was Advertized by the Sheriff of Madraspatnam to be Sold on the Twelfth day of this Present Month and that she actually was Sold —

And Your Petitioner Sheweth that the said Ship is largely Indebted unto the Mariners belonging to Her for their Respective Wages To Wit unto your Petitioner as Commander and to the Officers and Seamen belonging to her In the Sum of Five Thousand Six Hundred and Fifty Eight Rupees three Annas and Eleven Piece which in Current Money of Madras at the Rate of three Hundred and fifty Rupees for every Hundred Pagodas, is one Thousand Six Hundred and Sixteen Pagodas and Twenty Seven fanams as will more fully Appear by the Account of Particulars hereunto Annexed and which Your Petitioner Prays a Reference may be Made —

Your Petitioner Sheweth That as Commander of the said Ship Daudaulahe it was His peculiar Province to Ship and Employ the Officers and Crew Belonging to her and that He is thereby become Responsible for all Arrears of Wages due to them and Your Petitioner Understanding that it is Agreeable to Laws In such Cases of Seizures, that the Officers and Mariners should be first paid their Wages She Humbly presumes to think he Ought to be Paid the aforesaid Sum from the Produce of Her Sale —

Your Petitioner therefore Humbly Prays to Refer the Premises to the Consideration of this Hon^ble Court and Prays an Order that the aforesaid Amount shall be Paid from the Produce of Her Sale Previous to any other demand on the said Ship and as In duty bound

Your Petitioner Shall ever Pray.

G Gardner
Atty for Pet^r

# Ballance of Wages due to the Commander Officers and Lascars of the Ship Daudaulahe

| | | | |
|---|---|---|---|
| By Wages due to Kuja Modun as Second Capt. from 9th Day of May 1788 to the 30th of November following being 6 Mos. 24 Days @ 100 Rupees p Month | 674 | " | " |
| By Do due to him as first Capt. from 1st Day of December to the 12th Day of September 1789 being 9 Month and 12 Days at 176 Rupees p Month | 1654 | 6 | 2 |
| By Do due to the Chief Mate from the 11th Day of Febry to the 12th Day of Sept. being 7 Months @ 95 Rupees p Month | 665 | " | " |
| By Do to Cur Mahomed for 1 Year 7 Months and 12 Ds @ 60 Rs p Month | 1164 | " | " |
| By Do due Syrang Saloo for himself and 19 Lascars for 3 Mos and 25 Days at 161 Rupees p Month | 617 | 2 | 5 |
| By Do due Syrang Coja for himself and 10 Lascars for 3 Mos and 23 Days @ 93 Rupees p Month | 365 | 12 | 9 |
| By Do due to Yacood Cassal 3 Mo and 18 Days at 9 Rupees p Month | 32 | 6 | 5 |
| By Do Soocaune Cunchoo for 5 Mo and 7 Days @ 12 Rupees p Month | 62 | 12 | 9 |
| By Do due Sundel Gaboy 5 Mos 8 Ds @ 12 Rups p Month | 64 | 12 | 9 |
| By Do Do Soocaune Manuel for 4 Mos 25 Ds @ 12 Rupees p Month | 57 | 15 | 11 |
| By Do Do Soocaune Jacub 2 Mos 17 Days @ 12 Rupees p Month | 26 | 12 | 9 |
| By Do Do Soocaune Abdul Rahuman for 2 Mos 24 Ds at 12 Rups p Mon | 25 | 9 | 6 |
| By Do Do Andrews as Gunner for 6 Mos and 10 Day @ 25 Rupees p M | 158 | 5 | 4 |
| By Do Do Carpenter for 1 M 19 @ 20 Rupees p Month | 32 | 12 | 8 |
| By Do Do due Nacodah Velleboy Cursor | 60 | 8 | 6 |
| Rupees | 5658 | 3 | 11 |

Madras
the 12th Septr 1789.

@ 350 Rupees p 100 Star Pagodas 1616 27

A true Copy.
J. Mackay
Atty for Pltf.



Filed 15th Septr 1789

# In the Honble the Mayor's Court at Madraspatnam.

Between Miguel Johannes of Madras Merchant is Complainant and Krahiongee of Noorbay of the same place Place Merchant is Defendant

The Affidavit of Ruah Mudaun Marriner and Commander of the Ship Daudaulahe

The Above Named Ruah Mudden Commander of the Ship Daudaulahe Now Under the Seals of the Sheriff upon a Warrant of Sequestration Jon the Above Cause Issuing out of this Honble Court Maketh Oath and Saith that the said Ship is Indebted unto him and the other Officers and Marriners belonging to Her for Pay and Wages upto the Twelfth Day of the Present Month of September Jn the Sum of One Thousand Six Hundred and Sixteen Star Pagodas and Twenty Seven Fanams Accordiong to the Exchange of Three Hundred and fifty Rupees for one Hundred Pagodas as appears by the Account Current Annexed to this Deponents Petition Filed In this Honble Court this Fifteenth Day of September —

A True Translation as near as can be from the Malabar Language —
Ranganaudam
Interpreter

# Ballance of Wages due to the Commander Officers and Lascars of the Ship Daudaulahe

| | | | |
|---|---|---|---|
| By Wages due to Raja Modina as Second Capt. from 9th day of May 1788 to the 30th of November following being 6 mths 24 days @ 100 Rupees p Month | 670 | " | " |
| By Do due to him as first Capte from 1st day of December to the 12th day of September 1789 being 9 Month and 12 days at 196 Rupees p Month | 1654 | 6 | 2 |
| By Do due to the Chief Mate from the 11th day of Febry to the 12th day of Septe being 7 Months @ 95 Rupees p Month | 665 | " | " |
| By Do to Peer Mahomed for 1 Year 7 Months and 12 d @ 66 Rs p Month | 1164 | " | " |
| By Do due Syrang Saloo for himself and 19 Lascars for 3 Ms and 25 days at 461 Rupees p Month | 617 | 2 | 5 |
| By Do due Syrang Coja for himself and 10 Lascars for 3 Ms and 28 days @ 93 Rupees p Month | 365 | 12 | 9 |
| By Do due to Jacoad Cassal 3 Ms and 18 days at 9 Rupees p Month | 32 | 6 | 5 |
| By Do Soocaune Cunchoo for 5 Ms and 7 Days @ 12 Rupees p Month | 62 | 12 | 9 |
| By Do due Tumbil Lyaboy 5 Ms 12 Ds @ 12 Rupees p Month | 64 | 12 | 9 |
| By Do Do Soocaune Manuel for 4 Ms 25 Ds @ 12 Rupees p Month | 57 | 15 | 11 |
| By Do Do Soocaune Jovah 2 Ms 17 Days @ 12 Rupees p Month | 26 | 12 | 9 |
| By Do Do Soocaune Abbud Rahiman for 2 Ms 24 Ds at 12 Rupees p Mon | 25 | 9 | 6 |
| By Do Do Andrews as Gunner for 6 Ms and 10 Day @ 25 Rupees p M | 158 | 5 | 4 |
| By Do Do Carpenter for 1 m 19 d @ 20 Rupees p Month | 32 | 11 | 8 |
| By Do Do due Nacodah Velleboy Cunsee | 60 | 8 | 6 |
| Rupees | 5658 | 3 | 11 |

Madras
the 12 Septr 1789

@ 350 Rupees p 100 Star Pagodas ..... 1616 27

Attested Copy.
G Thackeray
Actty for Ptrs



Filed 15th Septr 1789

# In the Honble the Mayor's Court at Madraspatnam.

Between Miguel Johannes of Madras Merchant is Complainant and Krahiongee of Noorbay of the same place Place Merchant is Defendant

The Affidavit of Rucah Mudden Marriner and Commander of the Ship Daudaulahe

The Above Named Rucah Mudden Commander of the Ship Daudaulahe Now Under the Seals of the Sheriff upon a Warrant of Sequestration for the above Cause Issuing out of this Honble Court Maketh Oath and Saith that the said Ship is Indebted unto him and the other Officers and Marriners belonging to her for Pay and Wages up to the Twelfth day of the Present Month of September for the Sum of One Thousand Six Hundred and Sixteen Star Pagodas and Twenty Seven fanams According to the Exchange of Three Hundred and fifty Rupees for one Hundred Pagodas as appears by the Account Current Annexed to this Deponents Petition Filed in this Honble Court this Fifteenth day of September —

A true Translation as near as can be from the Malabar Language —
Ranganaudom
Interpreter

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15th Day of September Anno Domini 1789.

Present

William Webb Esquire Mayor
Andrew Ross and John Hurford
Aldermen

Miguel Johannes
alias
Ibrahimgee Noorbay

Petition of Reah Muddien Read and filed
Affidavit of Reah Muddien Sworn to in Court Read and filed this day—

Ordered with the Consent of Mr. Henry Dibley the Attorney for the Compt. that the Sheriff do pay unto Reah Muddien out of the Produce of the Ship Dudley the Sum of One Thousand Six Hundred and Sixteen Star Pagodas, and Twenty Seven Fanams Pagodas 1616. 27 f. being the Amount Sworn to be due to the said Reah Muddin the Officers and Mariners of the said Ship Dudley and it is Ordered that the Sheriff do pay in the Remainder of the Produce of the Sale of the Ship Dudley into the Company's Cash in the Name of the Accountant General subject to the further Order of this Court.

Filed 14th Sepr. 1789

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Augustine Burton of Madras Inhabitant that Coctore Peroomall Chitty of the same place Inhabitant stands Justly and truely indebted unto your Orator in the Sum of Two Hundred Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eighty Pounds, or thereabouts, as will More fully and at large Appear by the

Copy



Copy of a Mortgage Bond or Obligation hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Coctore Peroomall Chitty of the said sum of Two Hundred Star Pagodas —

But now so it is May it please this Honble Court the said Coctore Peroomall Chitty Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End, therefore that the said Coctore Peroomale Chitty may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and alledged as fully truely and Effectually to all intents and purposes as if the same were here Again repeated and particularly Interrogated and that they may be Decreed to pay unto your Orator the aforesaid Sum of Two Hundred Star Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Coctore Peroomall Chitty to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court Ascertained and Appointed then and there to Answer this your Orator Bill of Complaint and further to stand to and Abide by such Order and Decree therein as to this Honble Court shall seem Meet

Fort Saint George 12th Sepr. 1789

Chas. Joyce
Atty. for the Compt.

This Bill was Shewn to me in the days of Adjournment let a Summons issue Returnable Next Court Day—

William Webb
Mayor

1149.

Knowall Men by these Presents that I Pettore Permall Chitty of Madras Inhabitant held and firmly bound unto Augustine Burton also of the same place Inhabitant in the Penal Sum of Four Hundred Star Pagodas to the payment whereof well and truly to be made to the Said Agustine Burton his Heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors & Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Madras this Fourteenth day of December in the Year One Thousand Seven Hundred and Eighty Eight.

Whereas the above bound Pettore Permal Chitty hath borrowed and Received of the above Named Augustine Burton the full and just Sum of Two Hundred Star Pagodas to run at interest at the rate of Twelve per Cent per Annum payable in Six Months from the Date hereof for the better Security I have Mortgaged the Choultry Bill of Sale which was Mortgaged to me Batchua Mullaah Situated at Pedda Naicks Pettah in Mannaroo Sircary Pagoda Road between the Villages of Venkey Apporaun Pondapah and Pombaconsom Sarangah Durray in default of Payment of Same I am hereby impowered to sell the said Premises in Publick outcery and discharge my Principal and Interest &c.

Now the Condition of this Obligation is such that if the above bound Pettore Permall Chitty his Heirs Executors Administrators or Assigns shall well and truely pay or Cause to be paid unto Augustine Burton his Heirs Executors Administrators or Assigns the full and Just Sum of Two Hundred Star Pagodas together with all such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effects otherwise to continue in full Force and Virtue.

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

Signed P.P.

A true Copy
Chas. Ingles
Atty. for the Compt.

1150.

Mayor's Court at Madraspatnam

Tuesday the 22d Day of September Anno Domini 1789.

L.S.

Present
William Webb Esquire Mayor
Andrew Ross and John Milford
Aldermen

Between Augustin Burton of Madras Inhabitant Complainant and Pettore Permall Chitty of the same place Inhabitant Defendant.

Mayor's Court

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 Pagodas Pagodas 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.

J. Cator.

Filed 18th September 1789

# To the Honble the Mayors Court at Madraspatnam

## Humbly Complaining Sheweth unto this Honble Court Your Orator Vincata Rama Chitty of Madras Inhabitant, that Valamooroy Gooroomoorty of the same place Inhabitant stands indebted unto Your Orator in the full and Just Sum of Four Hundred and Nine Pagodas and Thirty Nine fanams of Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shings for every Pagoda the Sum of One Hundred and Sixty three Pounds Eighteen Shillings and Eleven Pence or thereabouts as will More fully and at Large appear by Copy of an Account Current and also by Copy of a Mortgage Bond hereunto Annexed and prayed to be Admitted as part of this his Bill of Complaint the Original whereof being in Your Orator Possession and Ready to be produced when Required given and granted unto Your Orator, by the said Valamooroy Gooroomoorty bearing Date the Twenty eighth day of June in the present Year of Our Lord One thousand Seven Hundred and Eighty Nine in two Months from the date thereof with Interest at the Rate of Twelve per Cent per Annum and Your Orator Sheweth that it is further Covenanted and agreed by the said Valamooroy Gooroomoorty that in Case the said Sum of Money should not be Discharged According to the true intent thereof 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 which said Agreement and Covenant of the said Valamooroy Gooroomoorty Your Orator is at full liberty to Commence an Action and Sue for the Payment of his aforesaid Debt in this Honble Court According to the Meaning Spirit and Construction of His late Majestys Charter now in force Respecting the Prosecution of Suits Between the Natives of Madras in the Honble the Mayors Court And Whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of Four Hundred and Nine Pagodas and Thirty Nine fanams from the said Valamooroy Gooroomoorty

But now so it is May it Please this Honble Court the said Valamooroy Gooroomoorty Obstinately and wilfully Refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Genl Relief such as to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore, that the said Valamooroy Gooroomoorty may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all intents and purposes as if the same were here again Repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four Hundred and Nine Pagodas and Thirty Nine fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Valamooroy Gooroomoorty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator Bill of Complaint and further to stand to and Abide by such Order and Decree therein as to this Honble Court shall seem Meet

M. Dudley
Atty. Compt.

Fort St. George 18th Sept 1789.
This Bill was shewn to me between the days of Adjournment Let a Summons issue Returnable Next Court Day
Wm Webb
Mayor



Dr to Valamooroy Gooroomoorty in Account Curr.t with Vincata Rama Chitty & Co.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1789 June | 28 | To Amount Principal of your Mortgage Bond Payable in Two Months | 400 | .. | 1789 Sept. | 11 | By Balance | 409 | 39 | .. |
| Sept. | 11 | To Interest on 2 Months from 28 June to this day is 2 M. @ 12 p.C. p.Annum | 9 | 39 | " | | | | | |
| | | Pagodas | 409 | 39 | | | Pagodas | 409 | 39 | |

Madras 11th Sept 1789.
Errors Excepted
M. Dudley
Atty. Compt.

Know all Men by these Presents that I Valamoorry Goorroomoorty of Madras am held and firmly bound unto Vencata Ramah Chitty in the Penal sum of Eight Hundred Star Pagodas to the Payment whereof well and truely to be made to the said Vencata Ramah Chitty his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Fort Saint George this Twenty Eighth day of June in the Year One Thousand Seven Hundred and Eighty Nine —

Whereas the above bound Valamoorry Goorroomoorty hath borrowed and received of the above named Vencata Ramah Chitty the full and Just sum of Four Hundred Star Pagodas to run at Interest at the rate of Twelve per Cent per Annum Payable in Two Months from the date hereof and for the better Security of this Payment I have Mortgaged my house situated in Sunca Ramah Street, in default of which I empowered You to prosecute in the Honble Mayor's Court

Now the Condition of this Obligation is such that if the above bound Valamoorry Goorroomoorty his heirs Executors Administrators or Assigns shall well and truely pay or Cause to be Paid unto Vencata Ramah Chitty his heirs Executors Administrators or Assigns the full and Just Sum of Four Hundred Star Pagodas together with all 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

Vencata Goorroomoorty (L.S.)

A true Copy
M. Dalgleish
Atty. Compt.



Mayor's Court at Madraspatnam

Tuesday the 22d Day of September Anno Domini 1789

L.S.

Present
William Webb Esquire Mayor
Andrew Ross and John Mitford
Aldermen

Between Vencataramah Chitty of Madras Inhabitant Complainant and Valamoorcy Goorroomoorty of the same place Inhabitant Defendant

Mayor's Court

The Defendant by his Attorney Mr. James Stuart shall 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 Nine Pagodas and Thirty Nine Fanams Pagodas 409 39 -/ together with all such Interest as now is or shall hereafter become due thereon untile full Payment is made also all Costs of this Suit

By Court

Filed the 29th July 1789

# To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Robert Cornelius by his Attorney John Henry Salder of Madras Merchant — That Abraham Angel also of the same place Inhabitant stands justly and truely indebted unto Your Orator in the full and just Sum of Thirty Star Pagodas and Ten Fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twelve Pounds and three Shillings as will more fully and at large appear by the Copy of an Account hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint and Your Orator further — Sheweth unto this Honble Court, That he hath frequently Sued in an Amicable Manner requested payment from the Said Abraham Angel of the Sum of Thirty Star Pagodas and ten Fanams —

But now so it is May it please this Honble Court the Said Abraham Angel Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore — Prays a General Relief such as to this Honble Court shall appear Agreable to Equity and Good Conscience — To the End therefore that the Said Abraham Angell may upon his corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated, and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Thirty Star Pagodas and ten 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 — Abraham Angell to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof Personally to be and appear before this



this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

Chas. Jingles
Atty. for the Compt.

Fort Saint George 29th July 1789

This Bill was Sworn to one between the Days of Adjournment, and the Complainant having Sworn to the Justness of his Demand and also he hath Reason to believe that the Defendant will abscond upon hearing a Bill is filed let a Summons returnable immediately and a Warrant of Arrest Issue thereon

Wm Webb
Mayor &c.

Mr. Abraham Angel ..... Dr.

| | | |
|---|---|---|
| To Cash as P. note of Hand to Mr. Robert Cornelius under date the 8th April 1789. to be paid on Demand | Pags. 24 | — — |
| To Cash Borrowed from the Chitty on your Departure from Cuddalore as p. Mr. Cornelius Letter | 4 | — — |
| To Cash paid by your Order to your Water Woman and some Bumbloosses by Mr. Cornelius as p. his Letter of the above Date | 1 | 4 — |
| | Pags. 29 | 4 — — |
| To Interest on the above | | 33 — — |
| | Pagodas 30 | 10 — — |

Fort St. George
the 15. July 1789

E. E. (Signed) J. H. Salder
Attorney to Robert Cornelius

A true Copy.
Chas. Jingles
Atty. for the Compt.

Filed the 29th July 1789/

In the Honble the Mayors Court at Madraspatnam

Between Robert Cornelius by his Attorney John Henry Salder of Madras Merchant is Complainant and Abraham Angel also of the same place Inhabitant is Defendant

The Affidavit of John Henry Salder the above Named Complainant this Deponent Maketh Oath and Saith that the above Named Defendant stands justly and truely indebted unto this Deponent in the full and Just Sum of Thirty Star Pagodas and Ten fanams Current Money of Madras and this Deponent further Maketh Oath and Saith that he believe the Defendant will abscond on hearing that a Bill of Complaint is filed Against him—

Sworn before me this 29th July 1789

J. H. Salder
atty. to Robt Cornelius

Wm Webb
Mayor

Mayors Court
Madraspatnam

Tuesday the 22d Day of September
Anno Domini 1789

Present
William Webb Esquire Mayor
Andrew Ross and John Milford
Aldermen

Between Robert Cornelius by his Attorney John Henry Salder of Madras Merchant Complainant and Abraham Angel of the same place Inhabitant Defendant

L. S.

Mayors Court



It Appearing by the Records of this Court that the Usual Rules have been issued for the Defendant to Answer the Complainants Bill which he has Neglected doing this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Thirty Pagodas and Ten fanams / Pagodas 30. 10. / together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Per Curr

Filed the 25th Octr 1789/

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ramadoss Ramaizey of Madras Inhabitant that Gandavarayam Aukilaundyah of the same place Inhabitant Stands indebted unto Your Orator in the full and just Sum of Five Hundred and Twenty One Star Pagodas, Twenty three fanams and Eight Cash Current Money of Madras, Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Eight Pounds Twelve Shillings and four Pence or thereabouts as will more fully and at large appear by the Copies of a Mortgage Bond, a Warrant of Attorney to Confess Judgement and an Account hereunto Annexed for the Inspection of this Honble Court and which are prayed by Your Orator to be taken as part of this his Bill of Complaint the Originals whereof are in Your Orators Possession and ready to be produced to this Honble Court when Required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner requested the Payment of the said Sum of Five Hundred and Twenty One Pagodas, Twenty three fanams and Eight Cash—

But now so it is and may it please this Honble Court the said Gandavarayam Aukilaundyah Obstinately and wilfully refuses to pay the same or

or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator &c prays a General Relief such as to this Honible Court shall appear agreeable to Equity and good Conscience To the End, therefore that the said Gandavarayan Aukulaundyah may upon his corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things hereinbefore set forth and alledged as fully truely and Effectually to all intents and purposes as if the same were here again Repeated and particularly interrogated, And that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four Hundred and Twenty One Pagodas Twenty three fanams &c and Eight Cash, with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit.

May it Please this Honible Court to Cause the said Gandavarayan Aukulaundyah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honible Court at a certain time and place to be by this Honible 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 Honible Court shall seem Meet

25th October 1788.

This Bill may be shown to me between the Days of Adjournment Let a Summons issue Returnable by Next Court Day—

Dan. Garrow
Mayor

Popham.
Attorney for Complainant.



Knowall Men by these Presents that I Gandavarayan Aukulaundyah of Madras Inhabitant and am held and firmly bound unto Ramdoss Ramakjee also of the same place Inhabitant in the Penal Sum of Nine Hundred Star Pagodas to the Payment whereof well and truely to be made to the said Ramdoss Ramakjee his Heirs Executors and Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Madras this Twenty Seventh day of June One Thousand Seven Hundred and Eighty Seven—

Whereas the above bound Gandavarayan Aukulaundyah hath borrowed and Received of the above named Ramdoss Ramakjee the full and just Sum of Four Hundred and fifty Star Pagodas the Current Money of Madras to run at Interest at the rate of Twelve per Cent per Annum Payable in one Month from the date hereof and for better security the Payment of the said Sum of Money and Interest the said Gandavarayan Aukulaundyah hereby Mortgage a Certain Choultry Bill of Sale of a certain dwelling House and Ground Containing in Length from East to West on the North side forty five feet and on the South side forty five feet and in Breadth from North to South at the East fifty Nine feet and three quarters and the West end Sixty feet and a half together which a Piece of Ground adjoining Measuring in Length from North to South thirty one feet and three Quarters and in Breadth from East to West fifteen feet which Premises are Situated at Caida Naicks Pettah in a Alley Leading to Kistnamah Naicks Tank Street between the Houses of Calavuntore Bundapah and Ramdoss Ramakjee Ground which Bill of Sale being Numbered 617 and in default of Payment thereof with in the said Limitted time of one Month then the said Ramdoss Ramakjee is Authority and empowered to sue the said Gandavarayan Aukulaundyah in the Honorable the Mayor's Court at Madraspatnam or any Court and Recover the said Principal Sum of 450 Pagodas together with all Interest and Costs of Suit.

Now the Condition of this Obligation is such that if the above bound Gandavarayan Aukulaundyah his Heirs Executors Administrators or Assigns shall well and truely Pay or Cause to be Paid unto the said Ramdoss Ramakjee his Heirs Executors and Administrators or Assigns the full and just Sum of Four Hundred and fifty Pagodas in One Month Time from the date hereof together with such Interest as shall or ought become due thereupon this Obligation to be void and no Effects otherwise to be continue in full force and Virtue—

Signed Sealed and Delivered
where no stamped is to be had in the
Presence of Witnesses

A true Copy
Popham

E.I.

1161.

To Mr Peter Walker Gentleman one of the Attornies of the Hon^ble the Mayor's Court at Madraspatnam or to any other Attornies of the said Court. —

These are to Authority and Require You or any of You to appear for me — Gundavarum Angulandum of Fort Saint George Inhabitant at any Court that may be held after the 27th day of July Next to any Bill of Complaint that may be filed against me at the Suit of Ramdoss Ramahzey of Madras Inhabitant upon a Certain Mortgage Bond bearing even date herewith and given by me the said Gundavarum Angulandum to the said Ramdoss Ramahzey in the penal Sum of Nine Hundred Star Pagodas Conditioned for the payment of Four Hundred and fifty Star Pagodas and Interest at the Several times therein Mentioned and therein for me and in my Name to Confess Judgment by Acknowledging the debt so that a Decree may pass against me in the said Court and Execution may thereon immediately issue for such Sum or Sums of Money and Interest as shall appear due thereon as well as for all Costs of Suit and for Your so doing this shall be to You or any of You a Sufficient Warrant and Authority Witness my Hand and Seal at Fort St George the 27th day of June One Thousand Seven Hundred and Eighty Seven —

Signed Sealed and Delivered in the presence of . . . . .

Gaundavarum Angulandum

A true Copy
Popham

Dr Gundavarum Auckelaundyah in Account with Ramdoss Ramahzee . . Cr

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1787 June | 27th | To the Amount of your Mortgage Bond of this date payable in one Month | 450. | . | . | 1788 Oct. | 23d | By Balance due | 521. 23. 8. |
| 1788 Oct. | 23d | To Interest on Do. to this day being 1 Y. 3 M. 27 D. @ 12 ℔ Cent ℔ Annum | 71. | 23. | 8. | | | | |
| | | Pagodas | 521. | 23. | 8. | | | Pagodas | 521. 23. 8. |

Madras 23d October 1788
E E ℔.

Ramadoss Ramazzy

A true Copy
Popham

1162.

# In the Hon^ble the Mayor's Court at Madraspatnam:

Between Ramadoss Ramahzey Complainant
and Gundavarum Auckelaundyah Defendant

The above Named Ramadoss Ramahzey Maketh Oath and Saith that the above Named Gundavarum Auckelaundyah stands Justly and truely indebted unto this Deponent in the Sum of Five Hundred and Twenty one Pagodas, twenty three fanams and Eight Cash with Interest thereon from the Twenty fourth day of October last and that the said Gundavarum Auckelaundyah hath been within the Jurisdiction of this Hon^ble Court Since the Cause of Action arose —.

Signed Ramadoss Ramahzye

Popham
Atty. for Complainant

A True Translation as near as can be from the Gentoo language —

Ranganaudom
Interpreter.

1163.

Mayor's Court at Madraspatnam } { Tuesday the 22d Day of September Anno Domini 1789

L. S.

Present.

William Webb Esquire Mayor
Andrew Ross and John Stafford
Aldermen

Mayor's Court.

Between Ramadoss Ramachzey of Madras Inhabitant Complainant and Gandavaram Audelaundyah of the same place Inhabitant Defendant.

It Appearing by the Records of this Court that the Space of Six Months, 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 Five Hundred and Twenty one Pagodas, Twenty three Fanams and Eight Cash / Pagodas 521. 23. 8. / 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 15th September 1789

1164.

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of Joseph Shawe

Sheweth that from the Commencement of Your Petitioner having had the Honor to Officiate as Examiner to this Honble Court — he has labored under infinite Difficulty to procure from the Attornies of this Honble Court, the fees due to him for the Depositions taken.

Your Petitioner takes leave to mention that he has been under the Necessity of taking a House at a very considerable expence to serve as an Office — Independent of Writers, Iron Stationary &c., which incour a Monthly expence exceeding Pagodas 33. — which he is regularly obliged to discharge. —

Your Petitioner therefore humbly prays that this Honble Court will be pleased to take the hardship of his case into their serious Consideration — and in future to make it an Order of Court — for the Attornies to discharge their fees previous to the Depositions being sent into Court — which will effectually obviate the difficulty he at present experiences — And that this Honble Court will be pleased in the event of Parties having once commenced

afterwards think proper to withdraw it— that the respective Attornies for the Parties be ordered immediately to discharge what fees may be due thereon to the Examiner— which request Your Petitioner humbly conceives to be reasonable and just— and for which as in duty bound will ever pray &c

Joseph Sharpe

Fort St. George
16th. Septr. 1789.



Filed 1st Octr. 1789

## To the Honble the Mayor Court at Madraspatnam

In the Causes of Henry Readhead George Readhead by his Attorney Henry Readhead and Thomas Readhead by his Attorney Josias Du Pre Pocher surviving Executors under the last Will and Testament of John Readhead Deceased Complainants and James Readhead Deceased Complainants and James Henry Cossamayor William Petrie and Alexander Brodie Executors of the last Will and Testament of the said John Readhead Defendants

The Humble Petition of Benjamin Robuck Senior Merchant in the Service of the United Company of Merchants of England Trading to the East Indies under their Presidency of Fort St. George and Acting Attorney or Agent for the said William Petrie

Sheweth

That the above Named Complainants did on the 12th. Day of December which was in the Year of Our Lord 1788 file a Bill of Complaint in this Honble Court against the above Named Defendants William Petrie and Alexander Brodie and for certain Causes to the said Complainants best Knowen did on the 20th. Day of January in this present Year of Our Lord 1789 file an Amended Bill whereunto the said William Petrie did on the 5th. day of February then following and last past put in his Answer and did shortly after depart from Madras for Europe

Your Petitioner Shewes that the said William Petrie in his said Answer followed all the Severall Charges in the said Bill of Complaint contained and explained his conduct therein as he then conceived as he hoped and Your Petitioner hopes from the said Charges to the Satisfaction of this Honble Court

That Petitioner further Shewes that on the 12th

as of said Madras or when furnished with a Copy of the said Replication

Sworn this 2nd Court
this 2nd Sept.r 1789
James Taylor
Regr

Benjn Roebuck

L. Popham
L. Stuart Hall
Attorneys for Defendant
William Peters

Filed 2nd Sept.r 1789

To the Honble the Mayor's
Court at Madraspatnam

Between Moses Bagram Complainant
and Ebrahim Noorby Defendant

The Humble Petition of the above Named Moses
Bagram

Sheweth

That Your Petitioner did on or about the Fifteenth Day of August
Last past exhibit a Bill of Complaint in this Honble Court against the
above Named Defendant for the Recovery of the Sum of One Thousand
Nine hundred and thirty One Pagodas Thirty Nine Fanams and thirty
Cash

And Your Petitioner Sheweth that on the Eighteenth Day of the
said Month of August he did Obtain a Warrant of Sequestration against
the Goods and Effects of the said Defendant Directed to the Sheriff of this
Honble Court, who and Virtue thereof did on or about the Twenty Second
Day of the said Month Seize and Sequester the Ship Dedally and her
Cargo Consisting of Timber and Plank the property of the said Defendant

That if the said Timber and Plank remain Sequestered
during the Term of Six Months agreable to Law will be sustained by the
Defendant and his Creditors by the Arrival of Great Quantities of Timber



and Plank in January and February which will Occasion the price
to fall Very Considerably

Your Petitioner therefore prays that
under these Circumstances this Honble
Court will be pleased to Order the Sheriff
to advertize and Sell the said Timber and
Plank immediately according to the
Usual Notice and that the produce thereof
may be paid unto the Accountant General
and to remain there till the further Order
of this Honble Court

Mg Dellepim
Mg Petitioner

Filed 2nd Sept.r 1789

To the Honble the Mayor's
Court at Madraspatnam

Between Miguel Johannes Complainant and
Ebrahim Noorby Defendant

The Humble Petition of the above Named Miguel Johannes

Sheweth

That Your Petitioner did on or about the Fifteenth Day
of August last past exhibit a Bill of Complaint in this Honble Court
Against the above Named Defendant for the Recovery of the Sum of
Twelve Thousand Seven Hundred and fifty four Pagodas Seven Fanams and
forty Cash

And Your Petitioner Sheweth that on the Eighteenth day of the
said Month of August he did Obtain a Warrant of Sequestration against the
Goods and Effects of the said Defendant directed to the Sheriff of this Honble
Court, who in Virtue thereof did on or about the twenty Second day of the said
Month Seize and Sequester the Ship Dedally and her Cargo Consisting of
Timber

Timber and Plank the property of the said Defendant

That if the said Timber and Plank remain sequestred during the Term of Six Months the great loss will be Sustained by the Defendant and his Creditors by the Arrival of great Quantities of Timber and Plank in January and February which will Occasion the price to fall Very considerably

Your Petitioner therefore prays that under these Circumstances this Honble Court will be pleased to Order the Sheriff to Advertize and Sell the said Timber and Plank immediately According to the Usual Method and that the produce thereof may be paid unto the Accountant General and to remain until the further Order of this Honble Court

H. Z. Du Puy
Attorney Petitioner

Fil. 29th Sept. 1789

In the Honble the Mayor's Court at Madraspatnam

Between Miguel Johannes Complainant
and Shamjee Noorby Defendant

The Affidavit of Francis Lautour of Madras Merchant

This Deponent Maketh Oath and Saith that he doth Verily believe that if the Timber and Plank under Sequestration in the above Cause is Obliged to remain until January or February next that the said Cause will not be Brought to that Issue and Advantage as it will otherwise be for an Account of the great Quantity of Timber and Plank that is daily Expected will Arrive from Pegu and before Them Months. And this Deponent further



Further saith that he doth Verily believe that it will be for the Advantage of the Defendant and others concerned to Sell the said Timber and Plank immediately

Fr. Lautour

Sworn in Court
this 29th Sept. 1789
James Taylor
Regr

Fil. 29th Sept. 1789

To the Honble the Mayor's Court at Madraspatnam

Between Thomas Pilling and John de Fries and Adrian de Fries and Yelverde Fries Junior of Madras Merchants and Copartners Complainants and Abraham Noorby Late of Madras aforesaid but at Present of Rangoon in the Kingdom of Pegue Merchant Defendant

The Humble Petition of the above Named Complainant

Sheweth

That Your Petitioners did on or about the Fifteenth Day of August last past, commence an Action in this Honble Court against the above Named Defendant for the Recovery of the Sum of One Thousand two Hundred and fifty five Pagodas Thirty five Fanams and Thirty two Cash Arising upon a Mortgage Bond on the Ship and Cargo of the Ship Dedalay Now Lying in Madras Roads Which Ship lately Sold by Order of this Honble Court Which said Bond was executed at Rangoon in the Kingdom of Pegue on the Tenth Day of December One Thousand Seven Hundred and Eighty

Eighty Eight, and Conditioned for the payment of the Sum of One Thousand Two hundred and Twenty Pagodas Twenty One Days after the Arrival of the said Ship at Madras.

And Your Petitioners Shew that they did on the Eighteenth of the said Months of August file an Affidavit of the Justness of their said Debt, and also of such other Matters and Circumstances, as Your Petitioners were Advised to be Sufficient and Requisite to Obtain a Sequestration to Seize the said Ship and her Cargo Mortgaged to them as aforesaid a Summons having previously issued and returned not to be found But Your Petitioners Shew that this Hon^ble Court upon Motion for a Sequestration upon the said Affidavit on the said Eighteenth Day of August, were of Opinion, that because the said Affidavit was not Declaratived of the Defendant having been without the Jurisdiction of the Court since the Cause of Action did arise, that a Sequestration should not be awarded all the Your Petitioners shew that it was Deponed in the said Affidavit that the said Ship and Cargo were Mortgaged to other persons who had applied for the Writ of this Hon^ble Court to Sequester the same, and that Your Petitioners had Reasons to believe that they would Lose the said Sum Sued for, if they had not also a Writ of Sequestration against the said Ship and Cargo And Your Petitioners Shew that Miguel Joannes and Messrs Pagram, who Applied for Warrants of Sequestration on the said Eighteenth Day of August, when Your Petitioners did also apply for the same purpose Have severally obtained Warrant of Sequestration, and have caused the said Ship and her Cargo to be Seized for the payment of their several Demands and the said Defendant to be Excluded of Your Petitioners who will certainly lose the whole of their Demand upon the said Mortgaged Bond, Without the Equitable interference of this Hon^ble Court and the premisses, by Taking their said Motion of the Eighteenth Day of August into their Consideration, and upon a Re hearing thereof, Order that a Sequestration do issue on their behalf Against the said Defendants Effects, or in Lieu thereof all Your said Mortgaged Premisses, to take Effect and Virtue from the said Eighteenth Day of August, and Order that Your Petitioners may enjoy and



Now, as of Sequestration had been then Awarded

Your Petitioners therefore pray, that this Hon^ble Court will Order, upon a Reconsideration of the said Motion, that a Sequestration do issue under the Date of the Eighteenth Day of August and to take Effect and Virtue from that Day and Time that the aforesaid Sequestrations were delivered to the Sheriff

Will^m Dill Jun^r
Will^g Petitioners

Fil. 02^d Sept^r 1789

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

Between Messrs Pagram Compt Claimant and Chalinge Vanbley Defendant

The Affidavit of Francis Lautour of the Same Merchant

This Deponent Maketh Oath and Saith that he doth Verily believe that if the Timber and Plank under Sequestration in the above Cause is Obliged to Remain until January or February next that the same will Not Sell to the same advantage as it will now Sell for, on Account of the great Quantity of Timber and Plank that in all Probability will arrive

1175.

that Thirdly they believe that it will be for the Advantage of the Defendant and Others concerned to sell the said Timber and Plank immediately

Fr. Saulsore

Sworn in Court
this 29th Sept. 1789
James Taylor
Regr

Filed this 30th Sept. 1789

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator Polyore Coudapah Modelliar of Madras Inhabitant Head Ninnapilley
of the same place Inhabitant stands justly and truly indebted unto Your Orator in
the full Sum of One Hundred and Twelve Pagodas Current Money of Madras
Making in Sterling Money of Great Britain at the Rate of Eight Shillings per
Pagoda the Sum of Forty four Pounds and Sixteen Shillings as will more
fully and at large Appear by the Copy of Translation of a Mortgage Bond hereunto
Annexed for the inspection of this Honble Court, and which Your Orator prays may
be taken as part of this his Bill of Complaint the Original whereof is in the possession
of Your Orator and Ready to be produced when required, and Your Orator further
Shews unto this Honble Court that he hath frequently and in a friendly manner
Requested Payment from the said Ninnapilley of the said Sum of One Hundred
and Twelve Pagodas

To Defendant sotis Mayt Please this Honble Court the said
Ninnapilley 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 this Honble Court shall Appear Agreeable to Equity and
Good Conscience To the End therefore that the said Ninnapilley may upon his
Corporal Oath (full true and direct 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

1176.

and Particularly interrogated and that he may be Decreed to pay unto
Your Orator the aforesaid Sum One Hundred and Twelve Pagodas with the
Lawful Interest as now is or shall hereafter become due thereon and also all
Costs of this Suit

May it Please this Honble Court the cause thereof the said Ninna-
pilley to be Summoned and Required by the Sheriff of Fort Saint George
Town of Madrasapatnam and the Districts thereof personally to be and Appear
before this Honble Court at a certain Time and Place to be by this Honble Court
Prefixed and Appointed then and there to Answer the Premises 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. Stuart Hall
Attorney for Compt.

This 30th Day of Sept. 1789

This Bill was sworn to in the
Day of Adjournment that Summons issued
Returnable Next Court Day

Wm Webb
Mayor

Translation of a Mortgage Bond Dated 13th Augt 1788

I Nattatoo Ninnapilley Soundagoparaw la Cast do give this Mortga-
ge Bond to Polyore Coudapah Modelliar Inhabitant as follows

In Consideration of my Urgent Occasions I have this day mortgaged to
You the Choultry Pt Belonging to my House Situated at Peddenaigo Pollah
in Soonkooranie Garden and Mundavaly Street to the North Limit East to the
House of Soonkara Vencatasuma Westto the House of Ninnapanaloo of
Vencatachen and upon the Mortgage of the said House and Site Choultry

Engage to Pay You or order before the 13th July 1789 Willal Rundle all Rundle Interest as shall or may become due thereon at the rate of 12 ℔ Cent ℔ Annum in case of default of which You are hereby empowered to prosecute and the Honble the Mayor's Court and to obtain Decree immediately and recover Your Money by disposing the Houses should there happen any deficiency I am responsible for the Money and in case of More You are to return it to me Thus done & voluntarily given You this Mortgage Bond Witnesses Ealy Chitty Mungapaty Naig and Mayela Vanniga Mondaliar by their knowledge this Mortgage Bond was drawn by Sabanpaty

Witnesses /Signed/ Ennesetty Mungapaty
Annaoguim

/Marked/ Vallados Nynaguen Lis.

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

/Signed/ Rangasaudem
Sworn Interpreter

A true Copy
J. Stuart Hall
Attn for Compt.t



Mayor's Court
Madras Patnam

Tuesday the 6th Day of October
Anno Domini 1789

Present

William Mckie Esquire Mayor
Edward Garrow — and — Andrew Ross
James Landon — Aldermen

Lis.

Between Pedyne Condaya of Madras Inhabitant Complainant and Nunagulla 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 One Hundred and Twelve Pagodas Pagodas 112 — 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

Tho 17th July 1789

To the Honble the Mayor's Court at Madraspatanam

Humbly Complaining Shewn the unto this Honble Court Your Orator Madayawkum Vendarajah Mondelly of Madras Dubash by his Attorney Charles Carty of the same Place Dubash and that Chittatoor Hyah Mondelly also of the same Place Dubash is and justly and truely indebted unto Your Orator in the Sum and Sum of Three Hundred and Sixty two Pagodas Twenty Fanams and Sixty Eight Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and forty four Pounds Nineteen Shillings and Seven Pence or thereabout as will more fully and at Large Appear by the Copies of a Bond Note of Hand Account Current and Adjustment thereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be taken as part of this his Bill of Complaint the Originals whereof are in the Possession of Your Orator's said Attorney and Ready to be produced when Required And Your Orator further shewn unto this Honble Court that he hath frequently and in a friendly manner Requested Payment from the said Chittatoor Hyah Mondelly of the said Sum of Three Hundred and Sixty two Pagodas Twenty Fanams and Sixty Eight Cash

But now so it is May it please this Honble Court the said Chittatoor Hyah Mondelly 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 touch as to this Honble Court shall appear Agreable to equity and Good Conscience To the End therefore that the said Chittatoor Hyah Mondelly may upon his Corporal Oath (full true directed 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 there again Negated and particularly Interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of Three



Hundred and Sixty two Pagodas Twenty Fanams and Sixty Eight Cash With all Costs of Suit and Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court the said Chittatoor Hyah Mondelly to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatanam and the Districts thereof personally to be and Appear before this Honble Court at a certain Court and place to be by this Honble Court prefixed and Appointed then and there to answer the Premises Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

J. Stuart Hall
Atty for Compt

This 17th day of July 1789
This Bill was shewn to Court and the Prayer of Adjournment Not a Summons
June Returnable Next Court Day

Wm Webb
Mayor

Know all Men by these Presents that I Chittatoor Hyah Mondelly of Madras Dubash am held and firmly bound unto Madayawkum Vendarajah Mondelly of the same place Dubash in the Penal Sum of Six Hundred Star Pagodas to the payment whereof well and truly to be made to the said Madayawkum Vendarajah Mondelly 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 to this my Hand & Seal in Fort Saint George this thirteenth Day of December in the Year One Thousand Seven Hundred and Eighty five

Whereas the above bounden Chittatoor Hyah Mondelly hath borrowed and Received of the above Named Madayawkum Vendarajah Mondelly the full and Just Sum of Three Hundred Current Star Pagodas to remain at Interest at the rate of Twelve 12 per Cent per Annum Payable Quarterly Month's from the Date hereof

Now the Condition of this Obligation is such that if the above bounden Chittatoor Hyah Mondelly his Heirs, Executors, Administrators or Assigns

Kattiwallandthatyappa Cunchitapah Mudgapaikan Vendarajah
Mudelly his Att.y Constit. Chennivitaloo Ryah Moodelly
Stuart Kindersley Esq.r Attorney at Law
Stuart Kindersley Esq.r Attorney at Law

Kattiwallandthatyappa Cunchitapah Mudgapaikan Vendarajah Mudelly his Att.y Constit. Chennivitaloo Ryah Moodelly Stuart Kindersley Esq.r Attorney at Law Stuart Kindersley Esq.r Attorney at Law

To the Amount of Your Bond bearing Date this Day — 300. " "
To the Amount of Your Note of Hand bearing Date this Day — 30. " "
To Cash lent You ready Money — 20. " "
Pag.s — 350. " "
To Interest on the above Sum Agreeable to the respective Dates at the Rate of 12 ℔ Cent ℔ Annum
Ord.y Pag.s 300. for 3 y.rs 6 m.rs 23 d.s is Pag.s 128. 13. 64.
Ord.y ℔ 30. for 2 y.rs " m.rs 28 d.s is Pag.s 7. 22. 6.
Ord.y ℔ 20. for 1 y.r 6 m.rs 21 d.s is Pag.s 3. 15. 31.
139. 3. 41.
Star Pagodas — 489. 3. 41.

By Cash Received in Part — 100. " "
By Interest on Ditto to this Day
2 y.rs 2 m.rs 20 d.s at 12 ℔ Cent ℔ Annum — 26. 30. 33.
Pagodas — 126. 30. 33.
By Balance due to me this Day — 362. 20. 68.
Star Pagodas — 489. 3. 41.

Fort Saint George 16.th July 1789

A true Copy
J. Stuart Kindersley
Att.y for Comp.t

℔ Sign'd Vendarajah

1182.

To all People to whom these Presents shall come Greeting Whereas
Chittatoun Ayah Mondelly of Madras Dubash lived and by the Balance of an Account
Current bearing date the Sixth day of July in the present Year of Our Lord One Thousand
Seven Hundred and Eighty Nine Carrying on a Bond bearing date the Thirteenth
day of December in the Year One Thousand Seven Hundred and Eighty five Bond
and also Note of Hand bearing date the Eighteenth day of June One Thousand Seven
Hundred and Eighty Seven and also on Cash lent him in Ready Money on the
fifteenth day of February One Thousand Seven Hundred and Eighty Eight
Stands Justly and Truly indebted unto Madapauw Kumn Verdaraja Ah Mondelly
of the Same Place Dubash in the Sum of Three Hundred and Sixty two Pagodas
Twenty Fanams and Sixty Eight Cash as by the said Bond Note of Hand and
an Account Current May appear and Whereas there now remains due
to the said Madapauw Kumn Verdaraja Ah Mondelly on the said Bond Note
of Hand and on Account Current the Sum of Three Hundred and Sixty two
Pagodas Twenty Fanams and Sixty Eight Cash Now Know Ye That the
said Madapauw Kumn Verdaraja Ah Mondelly for a Valuable Consideration
to him in hand paid by Charles Carty also of Madras Inhabitant at or
before the Sealing and Delivery of these Presents the Receipt whereof the said
Madapauw Kumn Verdaraja Ah Mondelly Do hereby Acknowledge Him
the said Madapauw Kumn Verdaraja Ah Mondelly Hath Sold Assigned
and Set over and by these Presents Doth Sell Assign and set over unto
the said Charles Carty the said Bond Note of Hand and the Money
Lent with Interest Current and the same Money thereupon due and Owing
and which may became due and Owing thereon and all his Right and
Interest of and to the same and every part thereof and the said
Madapauw Kumn Verdaraja Ah Mondelly for the Consideration aforesaid
Hath made Constituted and Appointed and by these presents Doth
Make Constitute and Appoint the said Charles Carty his Heirs Executors
Administrators and Assigns his true and Lawfull 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 Charles Carty his Heirs Executors Administrators and
Assigns to ask Require Demand and Receive of the said Chittatoun Ayah Mon-
delly his Heirs Executors Administrators and Assigns the Money due and to
become due on the said Bond Note of Hand and an Account Current and on
Non Payment thereof the the said Chittatoun Ayah Mondelly his Heirs
Executors Administrators and Assigns to sue for and Recover the Same and on
Payment thereof to deliver up the said Bond Note of Hand and an Account
Current and give Sufficient Release and Discharges and one or more Attorney
or Attornies under him to Make Constitute and Appoint and whatsoever
the said Charles Carty or his Attorney or Attornies under him shall Lawfully do
in the premises the said Madapauw Kumn Verdaraja Ah Mondelly Doth Covenant
With the said Charles Carty that the said Madapauw Kumn Verdaraja Ah Mondelly
hath and Received or will Receive the said Money due or to become due and the
said Bond Note of Hand and an Account Current or any part thereof neither
shall or will Receive or discharge the same or any part thereof but will Answer and
Allow all Lawfull Proceedings for the Recovery thereof by the said Madapauw Kumn
Verdaraja Ah Mondelly saving the said Charles Carty harmless of and from any
Cost that May happen to him thereby In Witness whereof the said Madapauw
Kumn Verdaraja Ah Mondelly hath hereunto set his Hand and Seal at Fort
Saint George aforesaid this fifteenth Day of July in the Year of Our Lord One
Thousand Seven Hundred and Eighty Nine

Verdaraja Ah (L.S.)

Signed Sealed and Delivered
in the Presence of
Where no Stamp of Paper is to be had
Cavoor Cadhesawmy
Parry Commaroosawmy

A True Copy
J. Stuart Hall
Atty for Complainant

1183.

Mayor's Court at Madraspatnam

Tuesday the 6th Day of October Anno Domini 1789

Present

L.S. William Webb Esquire Mayor
Edward Garrow — Andrew Ross
and
James Landon — Aldermen

Mayor's Court

Between Madapawkum Verda rajah Modelly of Madras Dubash by his Attorney Charles Carty of the same Place Inhabitant Complainant and Chittatoor Ayah Modelly also of the same Place Dubash Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of three Hundred and Sixty two Pagodas Twenty Fanams and Sixty Eight Cash Pagodas 362 20 68 together with all such Interest as now is or shall hereafter became due thereon until full Payment is made also all Costs of this Suit

Decd

Filed the 22d July 1789

1186.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Naugalingah Chitty of Madras Merchant that Cheedumbrah Mondaliar of the same place Inhabitant stands justly and truely Indebted unto Your Orator in the full and Just Sum of Two Hundred and Twenty five Pagodas Thirty One Fanams and Sixty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings to every Pagoda the Sum of Ninety Pounds and Ten Shillings or thereabouts as will more fully and at large Appear by Copy of said Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as part of this his Bill of Complaint the Original of which is in Your Orator's Possession and Ready to be Produced when Your Orator shall by this Honble Court be thereunto Required Your Orator further Sheweth unto this Honble Court that the said Cheedumbrah Mondaliar in and by a certain Mortgage Bond or Obligation bearing Date the Seventh Day of December which was in the Year of Our Lord One Thousand Seven hundred and Eighty Six became bound well and truely to pay or Cause to be paid unto Your Orator the Sum of Two hundred Star Pagodas and did further agree in and by the said Mortgage Bond or Obligation that in Default of Payment of the said Sum of Two hundred Star Pagodas Your Orator might and should Prosecute him the said Cheedumbrah Mondaliar in this Honble Court as will more fully and at large Appear by Copy of a Translation of the said Mortgage Bond or Obligation hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as a further part of this his Bill of Complaint the Original of which is in Your Orator's Possession and Ready to be Produced when Your Orator shall by this Honble Court be thereunto Required Your Orator further Sheweth unto this Honble Court that in the Charter Granted by his late Majesty George the Second to the Honble United Company of Merchants of England Trading to the East Indies bearing Date the Eighth

days

Day of January which shall be in the Year of Our Lord One Thousand Seven hundred and fifty Seven is Expressly Declared and Provided that it shall and may be Lawful for this Hon^ble Court to hear and Determine all Civil Suits Actions or Pleas between any of the Indian Natives that shall or may Arise or happen within the Town of Madrasapatnam or within any of the Factories Subjects or Subordinate to Fort St George provided that both parties shall by Consent submit themselves to the Determination of this Hon^ble Court Your Orator further Sheweth unto this Hon^ble Court that the said Mortgage Bond or Obligation is inserted as a Clause by the Consent and Agreement of the said Chedumbra Moodaliar which Bond every Respect Conformable to the Letter and Spirit of the Act part of this late Majesty's Charles Respecting Indian Natives herein before recited by which Your Orator is enabled and Rendered fully Competent and Legally Qualified to Prosecute this Your Orator's Suit in this Hon^ble Court Against the said Chedumbra Moodaliar Your Orator further Sheweth unto this Hon^ble Court that he has frequently and Divers and Various Manner Requested Payment from the said Chedumbra Moodaliar of the said Sum of Two Hundred and Twenty five Pagodas Thirty One Fanams and Forty Cash But now so it is May it Please this Hon^ble Court that the said Chedumbra Moodaliar Obstinately and Wilfully Refuses to pay the same or to Give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore Prays a General Relief unto this Hon^ble Court to be Appear Agreeable to Equity and good Conscience To the End therefore that the said Chedumbra Moodaliar may upon his Corporal Oath fully Clearly and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly Distinctly and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the said Sum of Two Hundred and Twenty five Pagodas Thirty One Fanams and Forty Cash with all Such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please &c

To the Hon^ble the Court of the said Chedumbra Moodaliar



Moodaliar to be Summoned and Required by the Sheriff of Fort St George of Madrasapatnam and the Districts thereof personally to be and Appear before this Hon^ble Court at a certain time and place to be by this Hon^ble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon^ble Court shall Seem Meet

J. Popham
Att^y for Complainant

22 July 1789

This Bill was shewn to Court in the Days of Government

Let a Summons issue Returnable Next Court Day

Wm Hooke Mayor

Dr Chedumbra Moodaliar in Account Current with Augustin Prou

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1786 June | 4 | To Amount of Mortgage | 200 | | | | |
| | | To Cash this Date | | | | | |
| 1789 July | 14 | To Interest Due on the above Sum from 23rd Oct^r 1786 to this Day 2 Years 8 Months & 22 Days | 62 | 24 | | | |
| | | To Amount | 262 | 24 | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1786 Aug^t | 13 | By Cash Amount Disbursed | 23 | 11 | | | |
| Sept^r | 15 | By Ditto | 30 | 11 | | | |
| | | | | | 1 | 9 | |
| | | | | | 31 | 22 | |
| | | By Balance | 262 | 24 | | | |
| | | | 262 | 24 | | | |

Augustin Prou

Madrasapatnam 15th July 1789

Augustin Prou

1191.

Filed 9th Octr 1789

# To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator William Oliver of Madras Inhabitant that Maliayan, Mauuck, Mauuvel and Francisca of the same Place Inhabitant Stand Justly and Truely indebted unto Your Orator in the full and just Sum of Two Hundred and Thirty two Star Pagodas and Eighteen Fanams Current Money of Madras Making and Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Ninety two Pounds and Ninetteen Shillings or thereabouts as will more fully and at Large Appear by the Copies of an Account Current and Translation of a Mortgage Bond hereunto Annexed for the Inspection of this Honble Court Which Your Orator prays May be Admitted as part of this Your Orator's Bill of Complaint the Originals of which are in Your Orator's Possession and Ready to be produced whenever this Honble Court shall Require and Your Orator further Sheweth unto this Honble Court that tho' he hath frequently and in an Amicable Manner Requested Payment from the said Maliayan, Mauuck, Mauuvel and Francisco of the said Sum of Two hundred and Thirty two Star Pagodas and Eighteen fanams

But now so it is May it please this Honble Court the said Maliayan, Mauuck, Mauuvel and Francisca Ultimately and Truely to Answer the Premises and to Pay the same to Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Genral Relief may be had in this Honble Court and that all Agreeable to Equity and good Conscience To the End therefore that the said Maliayan, Mauuck, Mauuvel and Francisca May upon their Corporal Oaths full True Direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were Here again Repeated and Separately Interrogated and that they May be Decreed to Pay unto Your Orator the aforesaid Sum of Two hundred and Thirty two Star Pagodas and Eighteen fanams



fanams With all Costs and Interest in Law or Equity or otherwise howsoever and that they may be Decreed to pay the Costs of this Suit

May it please this Honble Court to Grant the said Maliayan, Mauuck, Mauuvel and Francisca 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 Limited and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

P. Walker
Atty for Compt

Fort St George 7th October 1789

This Bill was Sworn to in the Court of

Adjournment held a Summons issue returnable Next Court Day

Wm Hobbs Mayor

Maliayan, Mauuck, Mauuvel and Francisca } Defendants
Vs
William Oliver } Complainant

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1789 | | | | | | | |
| Oct. 9 | To Bill Exhibited | | | | | | |
| | To Summons | | | | | | |
| | To Copy Ditto | | | | | | |
| | To Interest on 92.8. | | | | | | |
| | To Ditto on 140.0. | | | | | | |
| | To Ditto on 2.32.18. | | | | | | |
| | | | | | | 232. | 18. |

Errors Excepted
P. Walker
Atty for Compt

Translation of a Mortgage Bond Dated 6th June 1788.

We Maliayan, Manuck and Manuvel Sons of Anthony Cook of Parish of Valangamyattam East of Pamperiya and Our Mother Francina Sons of Hede jointly give this Mortgage bond to Lusher William Oliver residing at Pamperiya Garden of Madras Malabaiay

In Consequence of Our Urgent Occasion we have Mortgaged to You this Pitte of Salis House Compound situated in North East and West together with the Water Money Stone in Brick and Burnt and Unburnt of You the Sum of 200 Two hundred Star Pagodas Current Money of Madras which Sum we do hereby engage to Repay You in the Space of three Months Commencing from this Month with all Usual Interest as shall Be may become due thereon at the Rate of 12 p. C. P. Annum Under default of which we are to Satisfy You duly Agreeing the said Premises thus We Maliayan, Manuck, Manuel and Francis have given this Mortgage Bond to Lusher William Oliver with Our free will and Consent Witness Veerayan and Vydyan Namasivoya Pundaram by their Knowledge this Mortgage Bond was Drawn by Vauliyar Veerabadran

Witness Signed
Veerayan
Marked Namasivoya Pundaram

Marked Maliayan
Manuck
Manuvel
Francisco

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

Rangasaundrom
Interpreter

A True Copy
P. Walker
Atty for the Complt



Mayor's Court
Madrasapatnam

Tuesday the 13th Day of October
Anno Dominii 1789

Present

William Hobbs Esquire Mayor
Andrew Ross and Robert Mitford
Aldermen

Between William Oliver of Madras Inhabitant Complainant and Maliayan, Manuck, Manuvel and Francis of the same Place Inhabitants Defendants

The Defendants Manuck and Manuvel being in Court and Acknowledging the Justness of the Complainants Demand This Court do therefore think fit to Order and Decree and do hereby accordingly Order and Decree that the Defendants Manuck and Manuvel shall pay unto the Complainant the full and Just Sum of Two Hundred and Thirty Two Pagodas and Eighteen Fanams Pagodas 232.18 Together with all Usual Interest as in such Cases shall become due thereon until full Payment is made also all Costs of this Suit

Mayor's Court

Filed 23d June 1789

To the Honble the Mayor's
Court of Madrasputtanam

Humbly Complaining Sheweth unto this Honble Court
Your Orator Rudeyapah of Madras Inhabitant that Gundavady Venkatasawmy
Chitty also of the same place Inhabitant stands justly and truly indebted unto
Your Orator in the just and true Sum of Eighty Nine Star Pagodas and fourteen
fanams Current Money of Madras Making in sterling Money of Great Britain
at 8/ Eight Shillings per every Pagoda the Sum of Thirty five Pounds and
Thirteen Shillings as will more fully and at Large Appear by the Copies of a
Mortgage Bond or Obligation and an Account Current thereunto Annexed
for the Inspection of this Honble Court and which Your Orator prays may
be Admitted as part of this his Bill of Complaint and Your Orator further
Sheweth unto this Honble Court that he hath frequently and Instantly Required
the Manner Requested Payment from the said Gundavady Venkatasawmy
Chitty of the said Sum of Eighty Nine Star Pagodas and fourteen fanams

But Notwithstanding May it please this Honble Court the
said Gundavady Venkatasawmy Chitty Obstinately and Wilfully Refuses
to pay the same or Give Your Orator any manner of Satisfaction touching
the Premises Your Orator therefore prays a General Relief unto him this
Honble Court shall May appear Agreeable to Equity and Good Conscience
To the End therefore that the said Gundavady Venkatasawmy Chitty
May upon this Corporal Oath fully Direct and Perfect Answer Make
to all and Singular the Matter and Things herein before set forth and
and Alleged as fully truly and Effectually to all Intents and purposes
as if the same were here again Repeated and Particularly Interrogated
and that he may be Decreed to pay unto Your Orator the aforesaid Sum
of Eighty Nine Star Pagodas and fourteen fanams with all Costs Charges
and Damages he or she shall Hereafter Become Put Thereunto also all Costs of this
Suit

May it Please this Honble Court to Cause the said
Gundavady



Gundavady Venkatasawmy Chitty to be Summoned and Required by the
Sheriff of Fort Saint George Dewan of Madrasputtanam 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 Your Orator's Bill of Complaint and
further to stand to and abide by such Order and Decree therein as to this
Honble Court shall Seem Meet

Fort Saint George 23d June 1789
This Bill was Shewn to me in the Mayor's Court
Adjournment Day and Returnable
Next Court Day

Chas Ingles
Atty for the Complt

Wm Webb
Mayor

Know all Men by these Presents that I Gundavady Venkata-
sawmy Chitty of Madras am held and firmly bound unto Rudeyapah
in the Penal Sum of One Hundred and Sixty Star Pagodas to the Payment
Whereof well and truly to be made to the said Rudeyapah his Heirs Execu-
tors Administrators or Assigns I do hereby bind myself my Heirs Execu-
tors and Administrators firmly by these presents in Witness whereof I
have hereunto set my Hand and Seal in Madras this first day of
July in the Year One Thousand Seven Hundred and Eighty Eight

Whereas the above bound Gundavady Venkatasawmy hath this day borrowed and Received
of the above Named Rudeyapah the full and just Sum of Eighty Star Pagodas to him at
or before the End of Twelve Calendar Months from the
date hereof for the better Security whereof I have Mortgaged my Garden &c Situated in Puare-
saum and in default of Payment thereof I do hereby Covenant and Promise the Rudeyapah the Mayors Court

Now the Condition of this Obligation is such that if the above
bound Gundavady Venkatasawmy Chitty his Heirs Executors Administ-
rators or Assigns shall well and truly pay or Cause to be paid unto

1197.

Mudeyapah Shishiny Ennatah Adsimulah of Pursuer the Fullband
just Sum of Eighty Star Pagodas together with Interest & Costs
May be assigned & Thereupon Then This Obligation to be Void & of no Effect
Otherwise to Continue in full Force & Virtue

Signed Sealed & Delivered (Signed)
Whereas Sum of Pagodas is to be paid
in the Presence of

A true Copy
Chas Ingles
Atty for the Complt

| | | |
|---|---|---|
| 89 | 4 | |
| 89 | 4 | |

Pagodas ... 89 4

Pursuer

Mudeyapah Shishiny Ennatah Adsimulah of Madras Inhabitant Complainant

Pagodas 89 4

Mudeyapah Shishiny Ennatah Adsimulah of Madras Inhabitant Complainant

Pagodas 89 4

Cost ... 8 8

Mudeyapah Shishiny Ennatah Adsimulah of Madras Inhabitant Complainant

Pagodas 89 4

Cost ... 8 8

Mudeyapah Shishiny Ennatah Adsimulah of Madras Inhabitant Complainant

Pagodas 89 4

Cost ... 8 8

Mudeyapah Shishiny Ennatah Adsimulah of Madras Inhabitant Complainant

Pagodas 89 4

Cost ... 8 8

1198.

Mayor's Court } Tuesday the 13th Day of October
Madras Inhabitants } Anno Domini 1789

Present

William Webb Esquire Mayor

Andrew Ross and Robert Mitford

Aldermen

L.S.

Between Mudeyapah of Madras Inhabitant Complainant and Gundavady Venkatasawmy Chitty also of the Same Place Inhabitant Defendant

Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Eighty Star Pagodas and Fourteen Fanams of Pagodas 89. 14. Together with all Costs & Interest as now is or shall Hereafter become due thereon and until full payment is made also all Costs of this Suit

By Court

1199

Fort St. George 24th June 1789

To the Hon.ble the Mayor &
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Thomas Spalding by his Attorney George Chalmer of Fort Saint George Esq.r One of the Attorneys of this Hon.ble Court That Zacharia Polack of the same Place Merchant stands justly and truely and bonded unto Your Orator as Attorney aforesaid in the full and just Sum of forty Nine Pagodas and forty fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fourteen Pounds and Nine Shillings as well Manifestly and at Large Appears by Copies of a Bill of Particulars and a Power of Attorney hereunto Annexed for the Perspicuity of this Hon.ble Court and whereof Your Orator Prays may be Admitted as Part of this his Bill of Complaint the Originals of which Sundry Your Orator's Attorney Possession and Ready to be Produced whenever this Hon.ble Court shall Require and Your Orator further Shews unto this Hon.ble Court That he hath frequently and in a Reasonable Manner Required Payment of the said Sum of forty Nine Pagodas and forty fanams from the said Zacharia Polack

But now so it is May it please this Hon.ble Court the said Zacharia Polack Obstinately and Wilfully Refuses to pay the Same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief unto the Hon.ble Court that the said Zacharia Polack 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 Allledged fully truely and Effectually to all Intents and Purposes as if the same Matters again Repeated and Particularly Interrogated and that he May be Decreed to pay unto Your Orator the aforesaid Sum of forty Nine Pagodas and forty fanams with all such Interest as now is or shall hereafter become Due and also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said Zacharia Polack to be Summoned and Required by the Sheriff of Fort St. George Town of Madrasapatnam and the Districts thereof Personally to be and Appear before this Hon.ble Court at a Certain Time and Place to be by this Hon.ble Court Prefixed and Appointed to Shew and Where to Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by Such Order and Decree therein as to this Hon.ble Court shall Seem Meet

Fort Saint George 24th June 1789
This Bill was Sworn to in the Days of Adjournment
Let a Summons issue returnable the Next Court Day

G. Chalmer
Atty for Complainant

Wm Webb
Mayor

1200

1788 Mr. Polack Dr.
November
23d To 1 Bottle Rogniac & 1 Box Sorts Powder ... 2 ...
Decr 9th To Saddle and Bridle ... 25 ...
To 1 Bottle Peppermint ... 12 ...
To 1 Pound Hair Powder ... 12 ...
To 2 Cocked Hatts No 1 ... 6 ...
To 1 Wigg ... 23 ...
To 2 Pair Shoes @ 12 Pgs ... 15 ... 6 ...
To 1 Bottle Rum Shrub ... 33 ...

Pagodas 129 ... 40 ...

Fort St. George
1st March 1789

E. E. Excepted Tho.s Spalding

A true Copy

Know all Men by these Presents that I Thomas Spalding now Resident in Madras Bengal have Made Ordained Nominated Authorized Constituted and Appointed and by these Presents do make Constitute Ordain Nominate Authorize and Appoint Our Trusty and Well beloved George Chalmers of the Same Place Esquire and Attorney

1199

1201

Filed

Practising in the Mayors Court to be my true and lawful Attorney for me and
My Name and for my Proper Use and behalf to Ask and Demand Levy and for Recover &
Receive by all Lawful Ways and Means whatsoever, of and from all and every Person
and Persons whomsoever, whom it doth, shall or may Concern, all and every such
Sum and Sums of Money, Debts, Dues, Goods, Effects and Things whatsoever, which
Now are and Shall Be and Grow due, Owing, Payable or belonging to me the said
Thomas Spalding upon or by Virtue of any Bill, Bond, Book or upon Account of
Trading or Dealing, or upon any Account Ways or Means whatsoever and
soever, and is or shall be to call the Account and bring to a Reckoning all Persons
Concerned in the Premises and upon Receipt and Recovery of all or any such
Sum or Sums of Money, Debts, Dues, Goods, Effects or other things or any part thereof
Sufficient Acquittances and Discharges for me and in my Name so from time to
time to make and give Giving and by these Presents Granting unto my said
Attorney full Power and Authority for me and in the Name of the Premises, to Sue, Prosecute,
Arrest, Attach, Seize, Sequester, implead, Imprison, Condemn and Prosecute, and
Thence and Thence Again to Acquit, Discharge, and out of Prison to Release
also for me and in my Name to Appear and Answer to Appear and Answer in all or any Court or Courts
other Place or Places whatsoever in any Suit Action or Appeal for or
by Reason of the Premises, Giving and Granting unto my said Attorney
full Power to Substitute and Appoint one or more Attorney or Attorneys under him to
do, Act and Perform all and every other Matter and Thing and Act whatsoever in the
Premises requisite and Necessary as fully as I myself might or could do if I were
Personally Present and do hereby Ratify and Confirm all and whatsoever
that he my said Attorney or his Substitute shall Legally do or Procure
to be done in and touching the Premises In Witness whereof I the said Thomas Spalding
have hereunto set my Hand and Seal at Madras aforesaid this Twenty fifth Day of May in
the Year of Our Lord One Thousand Seven hundred and eighty Nine

Thos. Spalding (L.S.)

Signed Sealed and Delivered
in the Presence of
Witness Smorton

Wm. Cary
G. Chalmer
Atty for Complainant

1202

Filed 4th August 1789

# Chalmer vs Zachariah Polack

of Madras Merchant Defendant to the
Bill of Complaint of Thomas Spalding
by his Attorney George Chalmer of Fort St
George Esquire Complainant

This Defendant now and at all times hereafter
saving and reserving to himself all and all manner of Benefit and Advantage
of Exception that may be had or taken to the many Errors Uncertainties and
Manifest Insufficiencies and Imperfections in the said Bill of Complaint
Contained for Answer thereunto or unto so much thereof as this Defendant is
advised is Material or necessary for him to make Answer unto he this
Defendant Answereth and saith that he does not stand indebted to the Com-
plainant in the said Sum of Forty Nine Pagodas Forty Fanams as in unjustly
Charged in the Complainants Bill of Complaint but that he stands justly
and truly indebted to the Complainant in the Sum of Forty Pagodas Fan-
anams as will more fully Appear by the Copy of an Account Current hereunto
Annexed for the more perfect Information of this Honble Court to which this Defendant begs
Leave to refer and pray the same may be taken as part of this his Answer the
original whereof is in the Defendants possession and ready to be produced
when Required, And in order to set forth the same this Defendant further
Answering saith that he did some time in or about the Month of December
in the Year One Thousand Seven hundred and Eighty Eight receive from
the Complainant certain Articles of Merchandize to be disposed of for his
benefit and as Recompence for this Defendants trouble therein he was to be
allowed a Commission of Seven and half per Cent this Defendant further
saith that the Goods sold Amounted to Forty Seven Pagodas and Forty Fanams
as stated in the Complainants said Bill of Complaint to which is added
the Sum of Two Pagodas for an Article purchased from the Complainant
by this Defendant the whole Making together the Sum of Forty Nine Pagodas
Forty Fanams this Commission thereon at Seven and half per Cent amounts

To

1804.

Dr. Mr. Thomas Spalding in Account with Mr. Zachariah Polack Cr.

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1799 | | | | | | 1788 | | | | | |
| Dec. | 13 | To My Commission @ 7½ ℘ Cent on Pagodas 47 40 for Your Goods Sold | 3. | 30. | - | Nov. | 22 | By One Bottle L. Whf Brandy | 2. | - | - |
| | | To a Saddle Cloth furnished Your Saddle with | 3. | - | - | Dec. | 9. | By Goods Received on Commission and Sold | 47. | 40. | - |
| | | " 1 Pair Girts | 2. | - | - | | | | | | |
| | | " One Surcingle | 1. | - | - | | | | | | |
| | | Pag.s | 9. | 30. | - | | | | | | |
| | | " To Ballance due | 40. | 10. | - | | | | | | |
| | | Pagodas | 49. | 40. | - | | | Pagodas | 49. | 40. | - |

Fort St. George

E. E. ℘ Z. Polack

a True Copy

J. Stuart Hall

Atty for Defendant

1804

Mayor's Court at Madrasapatnam

Tuesday the 13th Day of October Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor

Andrew Ross and Robert Milford

Aldermen

Mayor's Court

Between Thomas Spalding by his Attorney George Chalmers of Fort Saint George Esqr One of the Attorneys of this Honble Court Complainant and Zacharia Pallach of the same Place Merchant Defendant

This Cause coming on to be Heard and Debated this Day in the Presence of the Attorneys on both Sides and Reading the Bill of the Complainants Bill with Copies of a Bill of Particulars and a Power of Attorney Annexed, The Defendants Answer with Copy of an Account Current Annexed, On Hearing the Pleadings made Ready by the Attorneys on both Sides and Mature Deliberation had Thereon This Court doth think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant do pay unto the Complainant the Sum and Just Sums of Forty Pagodas and Two Fanams Pagodas 40 2 Fanams being the same which is Acknowledged by the Defendant in his Answer to be due unto the Complainant and doth further Order and Decree that the Complainant do pay all Costs Attending this Suit

Clerk



Filed the 5th September 1789

To the Honble The Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Edward Raphael of Madras Armenian Merchant that Marcar Sater of the same Place Armenian Merchant is indebted unto Your Orator in the Sum and Just Sums of Eight Hundred and Thirty Star Pagodas Thirty Nine Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings to every Pagoda the Sums of Three Hundred and Thirty Four Pounds Fifteen Shillings and five Pence or thereabouts as will more fully and at large Appear by the Copy of an Account thereunto annexed for the Inspection of this Honble Court which Account Your Orator hath Sworn to be taken as Part of this his Bill of Complaint And Your Orator further sheweth unto this Honble Court that he hath frequently and in a friendly Manner Requested the Payment of the said Sums of Eight Hundred and Thirty Star Pagodas Thirty Nine Fanams and Forty Cash But notwithstanding the said Marcar Sater obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator Prays a general Relief in the Premises as this Honble Court shall Appear agreeable to Equity and good Conscience To the End therefore that the said Marcar Sater may upon his Corporal Oath (full Direct and Particular 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 Interrogated Requested and particularly interrogated And that he may be Decreed to pay unto Your Orator the aforesaid Sums of Eight Hundred and Thirty Star Pagodas Thirty Nine Fanams and Forty Cash with all Costs Interest and Damages or shall hereafter become due to Your Orator and also Costs of this Suit

May it please this Honble Court to Cause the said Marcar Sater to be Summoned and Required by the Sheriff of Fort St George Sworn of

Madrasapatnam and the Districts thereof personally to be and appear before this Honble Court at a certain Time and Place to be by this Honble Court prefixed and appointed then and there to Answer the Plaintiffs Bill of Complaint and further to stand to and abide by such Order and Determination as to this Honble Court shall seem Meet.

Madras Sept.r 5th 1789

L.P. Popham
Atty for Complainant

This Bill was shewn to me between the Days of Appearance Let a Summons issue returnable the next Court Day

Wm Webb
Mayor

Marcar Saiun
to
Edward Raphael

| | | | | |
|---|---|---|---|---|
| 1787 July 14. | Remunerations for this Venetian Gloria | Dollars Pr | | 200. . . |
| | Summons 15 p Ct. for Nine Months | | | 30. . . |
| | | | | 230. . . |
| | To Interest from 27th April 1788 to 31st August 1789 @ 12 p Cent | | | 37. 23. 40. |
| 1788 Janry 1st | To Freight of Goods from Madras to Manilla for 16 Bales | | | 962. 13. . |
| 1789 Augt 31st | To Interest to this day @ 12 p Cent | | | 192. 13. . |
| | Total | | | 1422. 29. 40. |
| | Which at 5/6 Dollars for 10 Pagodas | | Pgs. F. C. | 836. 8. 42. |

Errors Excepted
Edward Raphael

Madras
31st Augt 1789



Filed 18th Sept.r 1789

In the Honble the Mayors Court at Madraspatnam

Between Edward Raphael of Madras Armenian Merchant Complainant and Marcar Saiun of the same Place Defendant.

The above named Edward Raphael Maketh Oath and Saith That the above named Marcar Saiun Stands justly and truly Indebted unto this Deponent in the full and just Sum Eight Hundred and Thirty Six Star Pagodas Thirty Nine Fanams and forty Cash Current Money of Madras together with the Interest thereon from the Thirty first Day of August last past as by the Account of this Deponent Copy Whereof is Annexed to this Bill of Complaint filed the Fifth Day of this Instant September in this Honble Court may Appear.

Edward Raphael

Sworn in Court this 18th Sept.r 1789
James Taylor
Regr

L.P. Popham
Atty for Compt.t

Mayor's Court at Madraspatnam

Tuesday the 20th Day of October Anno Domini 1789

Present

William Webb Esquire Mayor
Vincentio Corbett and Andrew Ross
Aldermen

Mayor's Court

L.S.

Between Edward Raphael of Madras Armenian Merchant Complainant and Marcar Saiun of the same Place Armenian Merchant Defendant

Appearing by the Records of this Court that the usual
Rules have issued for the Defendant to Answer the Complainants Bill which he
has hitherto neglected doing This Court doth therefore think fit the Order and
Decree and Rules regarding by Order and Decree that the Defendant shall
Pay unto the Complainant the full and Just Sum of Eight Hundred and
Thirty Star Pagodas Thirty Nine Fanams and Forty Cash Pagodas
836.39.40 Together with all such Interest Fanams Cash & Shares for
become due thereupon till full payment is made also all Costs of this Suit

Decd

Filed this 1st Aug. 1789

## To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator Nirayanah Moodelly of Madras Inhabitant that Parasaraumaun
and Coudayppan of the same place Inhabitants Stand Indebted unto Your
Orator in the full and just Sum of Two hundred and forty Pagodas Current
Money of Madras Making in Sterling Money of Great Britain about the
value of Eight Shillings per every Pagoda the Sum of Ninety six Pounds as will
More fully and at Large Appear by Copy of an Account Current and also by
Copy of the Translation of a Mortgage Bond hereunto Annexed and ready to be
Admitted as part of this his Bill of Complaint the Original whereof being
in Your Orators possession and Ready to be Produced when Required Whereby
Given and granted unto Your Orator by the said Parasaraumaun and Coudap-
payan bearing date the twelfth day of November which Bond was in the Year of Our
Lord One Thousand Seven hundred and Eighty Seven payable on Demand
With Interest at the rate of twelve per Cent per Annum as will



More fully Appear by the said Bond Nevertheless the said Parasaraumaun
and Coudayppan Contriving how to Defraud Your Orator of the said Sum of Money
Refuse to pay the same or any part thereof although often Requested so to do
Your Orator therefore prays a General Publication may be Awarded to this Honble Court
to Appear Agreeable to Equity and Good Conscience To the End therefore that
the said Parasaraumaun and Coudayppan 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 and Particularly and
Effectually to all Intents and Purposes as if the same were herein again Repea-
ted and Particularly Interrogated and that they may be Decreed to pay unto
Your Orator the aforesaid Sum of Two Hundred and forty Pagodas together with
all Such Interest as now is or shall thereafter become due thereon also all
Costs of this Suit

May it Please this Honble Court to Cause the said Parasara-
maun and Coudayppan to be Summoned and Required by the Sheriff of Fort St
George Peons of Madrasapatnam and the Districts thereof Inhabitants to be and
Appear before this Honble Court at a Certain time and place to be by this Honble
Court prefixed and Appointed then and there to Answer the Premises
Bill of Complaint and further to Stand to and abide such Order and

Doyge Nainar to this Honble Court shall Compt

For 1st George Easter 1789

Pltf Pillay shewn Summons returnable this

Days of Adjournment & Subpoena issued

Returnable Michaelmas Day

Hy Du Pury
Attorney Compt

Pltf

Deft

Pltf

Deft

Pltf

Deft

(1214)

Mayor's Court
Madrasapatnam

Tuesday the 20th Day of October
Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor
Vincentio Corbett and Andrew Ross
Aldermen

Mayor's Court

Between Nimmagadda Mandla
of Madras Inhabitant Complainant
and Paracaramanna and Kandappa
of Triwaimpilam Inhabitants Defendants

It appearing by the Records of this Court that the
Usual Rules have issued for the Defendant Paracaramanna to Answer the
Complainants Bill which he has Neglected doing This Court Doth therefore
think fit the Order and Decree and doth Accordingly Order and Decree that
the Defendant Paracaramanna shall pay unto the Complainant the full
and Just Sums of Two Hundred and Forty Pagodas Pagodas 240
Together with the Usual Interest as now is or shall hereafter become due thereon
until the full payment is made also all Costs of this Suit

(1213)

Fd. 13th March 1789

To the Honble the Mayor's
Court Madrasapatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Francis Reynard of Madras Goldsmith that Peter Doyne of this
Same place Inhabitant stands justly and truly indebted unto Your Orator
in the full and just Sums of One Hundred and Seventy six Star Pagodas Thirty
seven Fanams and Sixty Cash Current Money of Madras Making in Sterling
Money of Great Britain all the Value of Eight Shillings for every Pagoda the Sum
of Seventy Pounds Fourteen Shillings and five Pence or thereabouts as does
More particularly and at Large Appear by the Copies of said Account Current
and Translations of all Notes of Hand hereunto Annexed for their inspection
of this Honble Court which Your Orator prays may be Admitted as part of
this his Bill of Complaint the Originals of which is in Your Orators Attorneys
Possession and Ready to be produced whenever this Honble Court shall Require
and Your Orator further sheweth unto this Honble Court that he hath
frequently and in a Reasonable Manner Requested payment of the said Sum
of One Hundred and Seventy six Star Pagodas Thirty Seven Fanams and Sixty
Cash from the said Peter Doyne

But now so it is Mayst Please this Honble Court the said
Peter Doyne Obstinately and Wilfully Refuses to pay the same or Give Your
Orator any Manner of Satisfaction touching the premises Your Orator therefore
Prays a Generall Relief may be had in this Honble Court shall Appear Agreeable to
Equity and good Conscience To the End therefore that the said Peter Doyne 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 thereunto again
Repeated and Specifically Interrogated that he may be Decreed to pay unto Your
Orator the aforesaid Sums of One Hundred and Seventy six Star Pagodas Thirty
Seven Fanams and Sixty Cash with all Due Interest as now is or shall hereafter
become due thereon also all Costs of this Suit

May it Please this Honble Court the Cause the said Peter Doyne

To the Summoned and Required by the Sheriff of Fort Saint George Town of Madras-patnam and the Districts thereof personally to be and Appear before this Hon.ble Court at a Certain time and place to be by this Hon.ble Court 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 Hon.ble Court shall Seem Meet

Fort St. George 13th March 1789

This Bill was shown to Me in the Days of Assessment and I do Summon it to be Returnable Next Court Day

Wm Hobbs Mayor

C. Chalmers
Atty for Complt.

| | | |

Dans L'Honorable Cour des
Maire a Madras

Francois Royaard Officier a Madras
Plaignant Et Pierre Deyguiers dudit
lieu Habitant

L'Attestation sous Serment des Susdit Plaignant

Ledit Deponant Atteste Sous Serment
Et dit Que Le Susdit Defendeur Luy est justement Redevable
dans La Somme de Cent Soixante Treize Pagodes a L'Etoile Chacune Dit
Jaunnes Et Soixante Huit Cas de Nagent Courant de Madras, comme il Se fait
Paroir Par Les Deux Copies des Comptes Courantes Et deux Promesses Signées Et
jointes a La Plainte Dudit Deponant Par Ledit a La Cour Le Treize
Avec Mois

Royaard

Fort St George 26th March 1789
Juré Et Reconnu
Wm Webb
Mayor



Filed this 2d June 1789

The Amended Answer of
Peter Deguiers of Fort Saint George Merchant
Defendant to the Bill of Complaint
of Francis Royaard of Madras Inhabi-
tant Complainant

This Defendant now and at all times hereafter saving
and reserving to himself all and all Manner of Benefit and Advantage
of Exception to the Many Errors and Insufficiencies Contained in the said
Bill of Complaint for Answer thereunto or to say He that he is not indebted to
the Complainant in the Sum of One hundred and Seventy Six Pagodas
Thirty Seven Fanams and Sixty Cash as he says that Ninety Pagodas
Part of the Consideration Money for which the Note of Hand Mentioned
in the Bill of Complaint was given was for a Horse and Bandy bought
by this Defendant of the Complainant and this Defendant says that the
said Horse and Bandy instead of being Worth Ninety Pagodas as was
Pretended by the Complainant was not really worth More than Fifty
Pagodas as he will Readily Send to prove and as this Defendant is well
Versed in the Price and Value of Horses and Carriages but is altogether
ignorant Thereof and therefore Trusted intirely to the Assertions of the Com-
plainant touching the Price of the said Horse and Bandy he says and
insists that he Ought not to be Charged more than Fifty Pagodas being the real
Value Thereof and that the Different between that Sum and Ninety Pagodas
being Forty Pagodas should in Reason and Justice be deducted from the
Amount of this Note of Hand and after such Deduction he is Ready to pay the
Balance and this he says and insists is the Manner fair and Reasonable as the
Horse Died in a few Days after he Purchased of him and Therefore he has
good Reason to believe that the said Horse was not in a Proper saleable Condi-
tion when he bought it from

All which Matters and Things this Defendant
is Ready and Willing to Aver Maintain and Prove as this Honble Court

shall direct and Most humbly prays to be hereon dismissed with his reasonable Costs and Charges in this behalf Most wrongfully sustained

Sworn to before Me
this 2d June 1789

Wm Webb
Mayor

P. Walker
Deputy Attorney
Peter Dayne

Filed 24th July 1789.

## The Amended Replication

of Francis Roysard of Madras Inhabitant Complainant To the Amended Answer of Peter Dayne of Fort Saint George Merchant Defendant

This Replicant Now and at all Times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception that may hereafter be had or taken to the many Errors Uncertainties Insufficiencies and Imperfections in the Defendants said Amended Answer Contained for Replication thereunto or unto so much thereof as he this Replicant is Advised is Material for him to Reply unto Saith this Replicant Doth Reply and Say that this Bill of Complaint and all and Singular the Matters and things therein Contained are True Certain and Sufficient in the Law to be Answered unto and such manner and form as the same are therein and thereby Set forth Stated and Alledged and that the Amended Answer of the said Defendant is Untrue and Insufficient in the Law to be Replied unto for divers manifest Imperfections and Uncertainties therein Contained And for further Replication this Replicant doth Insist and will Maintain that the said Defendant Unjustly and Unduly indebted unto him in the full and just Sum of One Hundred and Seventy Six Star Pagodas Thirty Seven Fanams and Sixty Cash Audits Order to Explain this Transaction More fully and to Answer to this Honble Court Doth this Complainant found Upon Reason Equity and Justice This Replicant Saith That He is a Native of France and a Silver Smith by Profession That He came to



Madras to Settle in the way of his business where He met with Peter Dayne Practised with Credit to himself and that his Mode of behaviour has been such as to Conciliate the Esteem of his Neighbours and to procure him the Character of a fair and honest Dealer This Replicant Saith That the said Defendant came to have Dealings with him in the Way of his said Profession taking up many different Articles of Silver ware fit for a Coffee House or Tavern which the said Defendant was then Setting up But for Which Articles He did not pay This Replicant Doth Admit and Allow that the said Defendant did purchase a Brandy and Horse with Harness from this Replicant and that the same was Valued at Pagodas Ninety Four which Sum also for and on Account of the said Silver ware He the said Defendant did give to this Replicant his Note of hand for One Hundred and Twenty five Star Pagodas and Twenty Three Fanams This Replicant in Answer to the Question made Unto by the said Defendant in his said Amended Answer that the Brandy and Horse were not Worth More than Fifty Pagodas Saith That He himself Purchased it from One Lobin Cachan and That He paid the Sum of Eighty Star Pagodas for it as will more fully and Particularly Appear by the Copy of a Certain Certificate Annexed to this Replicants Replication Unto which this Replicant Prays a Reference may be made The Original of which is in this Replicants Attorneys Possession and Ready to be produced when Called for This Replicant Saith That the Horse was Apparently in excellent Condition when He Disposed of him to the said Defendant And that Two Pagodas was but a Reasonable profit and a Very Moderate Compensation to this Replicant for Accepting of his Note of hand instead of Ready Money And this Replicant Says that the Defendant Must have Conceived Ideas to Himself when he Signed his Name to the said Note of Hand with the very Degree of Cheerfulness so Inverting those Remarkable Words Approved This Last This Replicant Saith That He knew and was warranty on his part That He did not pretend to insure the Life of the Horse That He was Apparently in excellent Condition at the Time of Sale Sound in all his Limbs And that if any Malady lay Concealed in the Horse That He this Defendant was totally ignorant of it And therefore that He Acted Chastly

Concern. This Repliant therefore prayes may say that the Reasons Suggested by the said Defendant for Reducing Fourty Pagodas from the said Note Stand due in themselves Grounds less. And the Matter Self Totally Irrelevant

This Repliant Saith that the Religious Spirit of the Defendant In Attempting to deprive him of his just Right that has been the Reasons for Swelling this Repliant Additional Assertions For this Repliant Says that irregular and Bad payments for Goods in the way of his profession had Obliged him to form the Resolution of Quitting Madras to follow his business Elsewhere And therefore that the Conduct of the Defendant in Litigating a Note of hand Passed for an equal Consideration without any Plea or Colour of Justice Has been the Means of Preventing this Repliant Searching for employment and Consequently Involving him in expence Nearly equal to the Sum in Dispute

But this Repliant Confiding in the Religious Impartiality of the British Legislature, finds every Consolation in the protection which It indiscriminately affords and looks forward to that Decision which He trusts will eventually be a Compensation for the Injury which the Conduct of the Defendant has tended to him

All which Matters and Things this Repliant is Ready and Willing to Verify Maintain and prove as this Honble Court shall direct and humbly prays as in and by his Bill he hath already Prayed

G. Chalmers
Atty for Repl.t

A

Delivered by Dulare that on the 25th of June 1788. I have sold to Monsieur Roysard a White Manella Horse Brandy and Harness for the Sum of Eighty Star Pagodas

John Cochrane

A true Copy
G. Chalmers
Atty for Repl.t



Filed 6th August 1789

# The General Rejoinder of

Peter Dupuy of Fort Saint George Merchant Defendant to the Replication of Francis Roysard of Madras Inhabitant Complainant

This Defendant Now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception which may hereafter be had or taken to the many Errors Uncertainties Imperfections Insufficiencies and Impertinences in the Complainants said Replication contained for Rejoinder thereunto or unto so much thereof as this Defendant is Advised is Material or Necessary for him to Rejoin unto This Defendant saith that he will Maintain and prove all and singular the Matters and Things Contained in his this Defendants Answer to be good certain and true and sufficient in the Law to be Replied unto in such manner and form as the same are therein and thereby set forth and Alledged That the said Replication of the Complainant is Very untrue Evasive and Insufficient in the Law

All which Matters and Things this Defendant is Ready and Willing to aver Maintain and prove in such manner and form as this Honble Court shall Direct and Most humbly Prays as in and by his said Answer he hath already Prayed

P. Walker
Attorney for Defendant

1224

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 27th Day of October Anno Dominii 1789

Present

William Webb Esquire Mayor
Edwd Garrow and Andrew Ross
Aldermen

Francis Reynaud
vers
Peter Dayne

The Attorney for the Complainant Prays that this Cause may commence to be heard on Tuesday Next and as there is no Attorney for the Defendant it is Ordered that the Complainant do Serve him with Notice of hearing of which Service Affidavit is to be Made

Steven Edwd Taylor
Dpty Regr

In the Honble the Mayor's Court at Madraspatnam

Between Francis Reynaid of Madras Inhabitant Complainant and Peter Dayne of the same place Inhabitant Defendant

The Affidavit of Thomas Jones One of the Serjeants of this Honble the Mayor's Court

This Deponent Maketh Oath and Saith that he did on the 30th Day of October last personally Serve the above Named Defendant with a Copy of the Accompanying Extract

Thomas Jones

Sworn in Court this
2d Novr 1789
Ed Taylor
Dpty Regr

1225

Mayor's Court at Madraspatnam

Tuesday the 2d Day of November Anno Dominii 1789

Present

L.S.

William Webb Esquire Mayor
Isaias Dii Paiz Porcher and Andrew Ross
Aldermen

Between Francis Reynard of Madras Goldsmith Complainant and Peter Dayne of the same place Inhabitant Defendant

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attorney for the Complainant & the Attorney for the Defendant having declined Acting On Reading the Affidavit of Thomas Jones of Service of Notice of Hearing, The Complainant's Bill with a Copy of an Account Current and Translation of a Note of Hand Annexed thereto, The Affidavit, The Defendant's Amended Answer, The Amended Replication with Copy of an Exhibit Marked A Annexed, The General Rejoinder, On Hearing the Pleadings made Ulver by the Attorney for the Complainant 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 full and Just Sum of One Hundred and Seventy Six Pagodas Thirty Seven Fanams and Sixty Cashs (Pagodas 176.37.60) Together with all such Interest as now is or shall Become due thereon until full Payment is made also all Costs of this Suit

Ed Taylor

Filed 24th January 1789

To The Honble The Mayor &
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator Lawrence Sashachella Chitty of Madras Inhabitant That
Appoorcauda Veeranna Chitty and Gooroovappa Chitty of Tryplicane
Merchants Stand Justly and truely indebted unto Your Orator in the full
and just Sum of Two Hundred and Twenty two Star 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
Eighty Eight Pounds Nineteen Shillings and Six Pence or thereabouts the
Same being the Amount of Several Sums of Money paid and Advanced for
them upon an Account and at their particular Request at Different times
together with the Interest thereon due as by the Copy of said Account Current and
also Copy of the Translation of a Writing Agreement hereunto Annexed
for their inspection of this Honble Court to which Your Orator prays may be
Admitted as part of this his Bill of Complaint the Originals
thereof now being and Your Orators Custody and Ready to be produced to
this Honble Court whenever he shall be thereunto required will fully and at
Large appear Your Orator Sheweth unto this Honble Court that the said
Appoorcauda Veeranna Chitty and Gooroovappa Chitty did by the said
Agreement undertake to discharge the Amount of the Ballance of their
Account on or before the Ninth Day of March One Thousand Seven
Hundred and Eighty Eight and in default thereof they empowered Your
Orator to Sue them in this Honble Court and Your Orator further Sheweth
unto this Honble Court that he hath frequently and in an Amicable
Manner requested Payment of the Sum of Money Justly due to Your Orator
from the said Appoorcauda Veeranna Chitty and Gooroovappa Chitty

But now so it is May it please this Honble Court the said
Appoorcauda Veeranna Chitty and Gooroovappa Chitty Obstinately and
Wilfully refuse to pay the same or to give Your Orator any Manner of Satisfac-
tion Touching the Premises Your Orator therefore prays a General Relief
Such as to this Honble Court Appears Agreeable &c.



To the End Therefore that the said Appoorcauda Veeranna Chitty and
Gooroovappa Chitty may upon their Corporal Oaths full True Direct and
Perfect Answer Make to all and Singular the Matters and Things herein
before Set forth and Alledged as fully Truely and Effectually to all Intents
and purposes as if the same were here again Recited and Particularly
Interrogated and that they may be Decreed to pay unto Your Orator the
aforesaid Sum of Two Hundred and Twenty Two Pagodas Twenty fanams
and forty Cash Together with all such Interest as now is or shall hereafter
become due thereon and also all Costs of this Suit

May it Please this Honble Court the Cause thereof
Appoorcauda Veeranna Chitty and Gooroovappa Chitty to be Sum-
moned and Required by the Sheriff of Fort Saint George Towns of Madras
Patuan and the Districts thereof Personally to be and Appear before
this Honble Court at a certain time and place to be by this Honble Court
Prefixed and Appointed then and there to Answer this Your Orators
Bill of Complaint and further to stand to and abide by such Order and
Decree therein as to this Honble Court shall Seem Meet

P. Walker
Atty for Compt

This Bill was shewn to and Between the
Days of Adjournment Let a Summons issue
Returnable at Next Court Day This 24th Day of January 1789

Wm Webb
Mayor

Dr. — Appoocondah Jeroomaliah Chitty and Goorooneyah Chitty in Account — Cr. — Current with Lawrence Shashachella Chitty — £ —

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1773 June | 26 | To Cash Lent the Appoocondah Jeroomaliah Chitty and their Brother Yatheeraajoolen Chitty | | 10 | " | " | By Cash Received at Different times on Account of Interest | 55 | " | " |
| 1784 July | 3 | To D° lent Venkobaiah and Discharged a Debt due by Venkoba Venegalawanny Naick | | 20 | " | " | By Ballance Rest | 222 | 20 | 40 |
| | | To D° and Discharged a Debt due from Eyavanoo Chitty to Ragava Naick who has kept Possession of for Some time and been Security for the same | | 20 | " | " | | | | |
| | | To D° Cash in Hand | | 32 | 24 | 40 | | | | |
| | | To Rice Delivered to You | | 1 | " | " | | | | |
| | | To D° by Means of Your Brother Yatheeraajoolen as p Your Order | | 2 | " | " | | | | |
| | | | | 48 | 24 | 40 | | | | |
| 1785 Jany | 21 | To Cash lent You and Discharged a Mortgage Bond given by You Eyavanoo Chitty and Yatheeraajoolen Chitty | | 120 | " | " | | | | |
| | | | | 178 | 24 | 40 | | | | |
| 1788 Dec | 21 | To Interest on the above Sums from their respective Dates to this Day @ 12 p Cent p Annum | | | | | | | | |
| | | On Rs 10 @ 1 3/4 p Cent p Annum for 25 | 16 | 8 | " | | | | | |
| | | On 10 @ " " 5 25 | 26 | 3 | 60 | | | | | |
| | | On 48 @ 24 40 24 5 18 | 36 | 18 | 20 | | | | | |
| | | On 120 @ " " 3 11 " | 98 | 32 | " | | | | | |
| | | Pagodas | 277 | 20 | 40 | | Pagodas | 277 | 20 | 40 |

Madras 12th Dec 1788
Errors Excepted

A true Copy
P. Walker
Atty for Comp.t

(929)

Fanam Allowance Commandeur Dupleix Mauricy of Bourgalpoor Rupees

To Odoo Damiah Naick 1738

Mr Lawrence, Jeroomaliah Chitty and Goorooneyah Chitty of Fort St George Inhabitants of Madrass

Whereas I am Indebted to the Honble Company and the Honble Mauricy in the Sum of Pagodas Two Hundred Seventy Seven and Forty Cash for Principal and Interest due on Bond bearing Date the 21st January 1785 and Whereas I have Mortgaged Certain Houses and Ground Situate in Madrass Fort St George Bounded on the East by the Street leading from the Flagstaff Bastion to the Sea Shore on the West by the Street leading from the Flagstaff Bastion to the Old Church on the North by the Ground belonging to the Heirs of Mr Thomas Pitt and on the South by the Ground belonging to the Heirs of Mr Thomas Pitt and Whereas I have Mortgaged Certain Houses and Ground Situate in Madrass Fort St George Bounded on the East by the Ground belonging to the Heirs of Mr Thomas Pitt on the West by the Street leading from the Flagstaff Bastion to the Old Church on the North by the Ground belonging to the Heirs of Mr Thomas Pitt and on the South by the Ground belonging to the Heirs of Mr Thomas Pitt as a Security for the Payment of the Principal and Interest due on the said Bond

1230.

Fees Mayors 4789

In the Honble the Mayor's Court at Madrasspatnam

Between Lavenumlashachilla Chitty Complainant and Appoonda Terroomala Chitty Gonnowapa Chitty Defendt

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

This Deponent Maketh and Saith that he did Personally Serve One of the above Named Defendant Gonnowapa Chitty with the Rule Issued out of this Honble Court and this Deponent further Maketh Oath and Saith that he did Also Serve the Above Named Defendant at two Different times with Other two Rules Issued out of this Honble Court by leaving the same at his Dwelling House Situated at Triplicane Near Madras and within the Jurisdiction of this Honble Court the last of which was a Peremptory Rule to the following Purport Further Days is given the Defendant Gonnovapa Chitty till the 27th Instant to Answer the Complainants Bill Indefault of which Judgement will be given for the Complainant

Sworn in Court this 3d Nov.r 1789

Thomas Jones

C. Taylor Dep.t Reg.r

1231.

Mayor's Court Madrasspatnam

Tuesday the 3d Day of November Anno Dominii 1789

Present

William Webb Esquire Mayor

Josias Dupré Porcher and Andrew Ross Aldermen

L.S.

Mayor's Court

Between Lavenumlashachilla Chitty of Madras Inhabitant Complainant and Appoonda Terroomalah Chitty and Gonnowapah Chitty of Triplicane Merchants Defendants

It Appearing by the Records of this Court that the usual Rules have been issued for the Defendant Gonnovapah Chitty to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fitt to Order and Decree and doth Accordingly Order and Decree that the Defendant Gonnovapah Chitty shall pay unto the Complainant the Sum and Just Sum of Two Hundred and Twenty Two Pagodas Twenty Fanams and Forty Cash Pag.s 222.20.40 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

Dep.t Curr

Filed 15th Octr 1789

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator Condapah Modaliar of Madras Inhabitant, That Canacapilly Mo-
-duhistna of the same Place Inhabitant, stands justly and truly indebted unto
Your Orator in the full and just Sum of One Thousand and Eighty Nine Pagodas,
and Thirty Fanams Current Money of Madras Making in Sterling Money of
Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Four
Hundred and Thirty five Pounds, Seventeen Shillings and Two Pence as this above
as will more fully and at large Appear by the Copies of a Mortgage Bond and an
Account Current, with Covenant to sue for and Recover the same in this Honble
Court, hereunto Annexed for the Inspection of this Honble Court and which
Your Orator prays may be taken as part of this his Bill of Complaint, the Origi-
-nals whereof he is ready Your Orator Possessed and Ready to be produced when this
Honble Court shall be pleased to Require. And Your Orator further sheweth
unto this Honble Court that he hath frequently and in a friendly manner Re-
-quested Payment from the said Canacapilly Moodukistna of the said Sum of
One Thousand and Eighty Nine Pagodas and Thirty fanams

But now so it is May it Please this Honble Court the said
Canacapilly Moodukistna 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 Canacapilly Moodukistna may upon his Corporal Oath
full True Direct and Perfect Answer Make to all and Singular the Allegations
and Things herein before Set forth and Alledged as fully truly and Effectually
to all Intents and Purposes as if the same were here Again Repeated and
Particularly Interrogated and that he may be Decreed to pay unto Your Orator
the aforesaid Sum of One Thousand and Eighty Nine Pagodas and Thirty
fanams with all such Interest as in such Case shall Become after the same Ought



and also all Costs of this Suit

May it Please this Honble Court to cause the said Cana-
-capilly Moodukistna to be Summoned and Required by the Sheriff of
Fort Saint George Town of Madraspatnam and the Districts thereof
Personally to be and Appear before this Honble Court at a Certain Time and
Place to be by this Honble Court Prefixed and Appointed then and there
To Answer this Your Orators Bill of Complaint and further to Stand
To and abide by such Order and Decree therein as to this Honble Court
shall Seem Meet

This 15th Day of October 1789

This Bill was shewn to me and the
Days of Adjournment Not a Summons issue
Returnable Next Court day

Wm Webb
Mayor

J. Stuart Hall
Atty for Complainant

Know all Men by these Presents that I Canacapilly Moodukistna
of Madras Inhabitant am held and firmly bound unto Condayah Moda-
-liar of the same place in the penal Sum of Two Thousand One Hundred and
Twenty Current Pagodas to the Payment whereof well and truly to be made
to the said Condayah Modaliar his Heirs Executors Administrators or
Assigns, I do hereby bind myself my Heirs Executors and Administrators
firmly by these Presents and in Case of failure of Payment of the said Sum
or any part thereof touching any Difference or Dispute that may arise
thereupon I do hereby Consent and Agree to be Subject to the same
to the Decision of the Mayor's Court of Madraspatnam and finally to
abide by such award Judgement or Decree as they shall make in the
Premises. In Witness whereof I have hereunto Set my Hand and Seal in
Fort Saint George this Thirtieth Day of September One Thousand Seven
Hundred and Eighty Eight

Witness

Whereas the above bound Canacapully Moodukistna hath borrowed and received of the above Named Condayahe Modaliar the full and just Sum of One Thousand and Sixty Current Pagodas to Mundal Interest at the Rate of Twelve per Cent per Annum payable in Three Months and for Securing the payment thereof have hereby Mortgaged Transferred and set Over and by these Presents do Grant Mortgage Transfer and set over unto the said Condayahe Modaliar a Pillo Sale of my house and Ground Situated at Pednaiche Pettah in Rajahe Narraius street between the Ground of Carpoora Venkatachellum and Modaliyanekum Condayillay Containing in length from East to West Eighty Eight feet and three Quarters and in Breadth from North to South Sixty feet and in Case of Failure of Payment at the Expiration of three Months do hereby give full Power and Authority to sell or dispose of the said House and Ground at Public Outcry and of the Disposal of the said House and Ground if they shall not perform here to pay me the Difference, and in Case of the said House and Ground shall sell for a less Sum then I am to pay the Difference.

Now the Condition of this Obligation is Such that if the above bound Canacapully Moodukistna his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Condayahe Modaliar his Heirs Executors Administrators or Assigns the full and just Sum of One Thousand and Sixty Current Pagodas together with Such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect, otherwise to continue in full Force and Virtue.

Signed Sealed and Delivered
Where no Stamps Papers is to be had
in the Province of

Canacapully Cristnama (L.S.)

M. Shomagary

Witness Copy

J. Stuart Hall
Atty for Complainant

Rammyen



Copy of Mortgage Bond Canacapully & Moodukistna to Mr. Stuart Hall

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1787 Sept. | 30 | To Bill Amount of Mortgage Bond bearing date this day | 1060 | | | | | | |
| 1789 Sept. | 30 | To Interest Due this day on the Above Amount | 127 | 30 | | | | | |
| | | Pagodas | 1187 | 30 | | | | | |
| | | To Cash Paid Mr. Stuart Hall | 1187 | 30 | | | | | |
| | | To Balance Due | | | | | | | |
| | | Pagodas | 1187 | 30 | | | | | |

Errors excepted
Mr. Stuart Hall
Attorney for Complainant

1236.

Mayor's Court
Madraspatnam.

Tuesday the 15th Day of November
Anno Domini 1789

Present

William Webb Esquire Mayor.
Andrew Ross and Henry Chichly Michell
Aldermen

Between Kundapah Mordaliar
of Madras Inhabitant Complainant
and Canacapully Mordaliar of the
same Place Inhabitant Defendant

L.S.

Mayor's Court

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 Defend-
ant shall pay unto the Complainant the full and just Sum of One thousand
and Eighty Nine Pagodas and Thirty Fanams / Pagodas 1089.30. /
Together with all Such Interest as now is or shall hereafter become due thereon
until the full payment thereof and also all Costs of this Suit

By Court

1237.

Filed the 17th Septr 1789

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon'ble
Court Your Orator Stephen Popham One of the Attorneys of this Hon'ble Court
that Hussein Saib of Madras Inhabitant stands indebted unto Your Orator
in the full and just Sum of Three hundred and Eleven Star Pagodas Twenty
Seven Fanams and Forty four Cash Current Money of Madras Making in Sterling
Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum
of One hundred and Twenty four Pounds Thirteen Shillings and two Pence
or thereabouts as will more fully and at large Appear by the Copy of an Book
current hereunto Annexed for the Inspection of this Hon'ble Court and
Prayed by Your Orator to be taken as part of this his Bill of Complaint and
Your Orator further Sheweth unto this Hon'ble Court that he hath frequently
and in a friendly manner Requested the Payment of the said Sum of three
Hundred and Eleven Star Pagodas Twenty Seven Fanams and Forty four
Cash

But notwithstanding may it Please this Hon'ble Court
the said Hussein Saib obstinately and wilfully Refuses to Pay the same
or Inform Your Orator any manner of Satisfaction touching the Premises
Your Orator prays a general Relief in the Premises as to this Hon'ble Court shall
Appear Agreeable to Equity and good Conscience To the End therefore that
the said Hussein Saib may upon this Corporal Oath full true direct and
Perfect Answer make to all and singular the matters and things herein
before Set forth and Alledged as fully truly and effectually to all Intents
and purposes as if the same were here again Repeated and particularly
interrogated and that the said Hussein Saib may be Decreed to pay
unto Your Orator the aforesaid Sum of Three hundred and Eleven Star
Pagodas Twenty Seven Fanams and Forty four Cash with all Accruing Inte-
rest as now is or shall hereafter become due thereon also Costs of this Suit

May it Please this Hon'ble Court to Cause the said Hussein
Saib to be Summoned and Required by the Sheriff of Fort Saint George
Town

1238.

Fourt of Madras ss. At a Court held at the District of Thereof personally to be and
Appear before this Honble Court at a certain Time and place to be by this
Honble Court prefixed and Appointed Then and There to Answer this
Your Orators Bill of Complaint and further to stand to and abide by such
Order and Decree therein as to this Honble Court shall seem meet
7th September 1789

S. Popham
Atty for Complainant

This Bill was sworn Time between the Days of Assignment
the Complainant having Sworn to the Contents of this Demand
and that he has Reason to believe that the Defendant will
Abscond from Madras on hearing that a Bill is filed against
him, let a Summons Returnable Immediately and a Warrant
of Arrest issue thereon

Wm Webb Mayor

1238.

Filed this 7th Sept. 1789

In the Honble the Mayor's
Court at Madras ss. Tam

Between Stephen Popham Gent one of the Attorneys
of this Honble Court Complainant and Hafsim
Lubb of Madras Inhabitant Defendant

The Above Named Complainant Makeith Oath and
saith that this above Named Defendant stands justly and truly indebted
unto this Deponent in the Sum of three Hundred and Eleven Star
Pagodas Twenty seven Fanams and Forty four Cash as Appears by the
Copy of an Account Current Annexed to this Deponents Bill of
Complaint filed this day in this Honble Court and this Deponent
further saith that he hath Reason to believe that the Defendant
Will Abscond from Madras on hearing that a Bill is filed against
him

S. Popham
Atty for Complainant

Sworn in Madras
this 7th day of September 1789
Before Me
Wm Webb
Mayor

Account Current between Stephen Popham Gent Attorney of this Honble Court Complainant and Hafsim Lubb of Madras Inhabitant Defendant

| 1789 | | |

Mayor's Court at Madrasapatnam } Tuesday the 17th Day of November Anno Domini 1789

Present

William Webb Esquire Mayor

Andrew Ross and Henry Chichly Michell Aldermen

Mayor's Court

L.S.

Between Stephen Popham one of the Attornies of this Hon'ble Court Complainant and Hussain Saib of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit the Order and Decree and Rules Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Three Hundred and Eleven Pagodas Twenty Seven Fanams and Forty Four Cash / Pagodas 311. 27. 44 / together with all Such Interest Fanams or shall thereafter become due thereon until full Payment be made also all Costs of this Suit

By Court



Fort St. George the 18th April 1789.

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Oratrix Dominga Johnson Administratrix of all and singular the Goods Chattles Rights and Credits of Antonia Johnson of Madras Inhabitant Deceased That Mannakistnamah Naick of the same place Inhabitant Stands justly and truly indebted unto Your Oratrix in the full and just Sum of Three Hundred and Ninety two Pagodas and Eighteen Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and fifty six Pounds Nineteen Shillings and one penny or there about as will Appear fully and at Large by the Copy of an Account hereunto Annexed for the inspection of this Hon'ble Court which Your Oratrix prays may be taken as part of this her Bill of Complaint the Original whereof is in Your Oratrix's Possession and Ready to be produced whenever this Hon'ble Court shall be pleased to require And Your Oratrix further sheweth unto this Hon'ble Court that she hath frequently and in an amicable manner requested Payment from the said Mannakistnamah Naick the Sum of Three hundred and Ninety Two Pagodas and Eighteen Fanams Current Money of Madras

Nevertheless May it Please this Hon'ble Court the said Mannakistnamah Naick Obstinately and wilfully refuses to pay the same or to give Your Oratrix any manner of Satisfaction touching the Premises Your Oratrix therefore prays a General Relief and that this Hon'ble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Mannakistnamah Naick may upon his Corporal Oath fully true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be decreed to pay unto Your Oratrix the aforesaid Sum of Three Hundred

and Ninety two Pagodas and Eighteen Fanams with all Costs & Interest as
Now is or shall hereafter grow due thereon also all Costs of this Suit

May it please this Hon.ble Court the Cause to be heard Mannahie
Tuanah Naick to be Summoned and required by the Sheriff of Fort St
George Town of Madraspatnam and the District thereof personally
to be and Appear before this Hon.ble Court at a Certain Time and place to be
by this Hon.ble Court prefixed and Appointed then and there to
Answer this Your Oratrix's Bill of Complaint and further to do stand
to and abide by such Order and Decree therein as to this Hon.ble
Court shall Seem Meet

This 18th Day of April 1789

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

Wm Hickey
Mayor

J. Stuart Hall
Atty for Complainant



Munna Krishnamah Naick

| | | | | |
|---|---|---|---|---|
| 1776 March | 6th | To the Amount of Your Mortgage Bond of this Date | 100 | " " |
| April | 12th | To Cash Rec.d by You on Account of Interest on Your former Bond | 11 | " " |
| | 15th | To Cash Paid to Annachellum by Your Order | 6 | " " |
| | | To D.o Advanced Your Madras Pag.s 3 " Batta 9 p.r Cent | 3 | " " |
| | | | 120 | 12 " |
| 1778 August | 6th | To Cash paid Mr. Shaw for Court Charges on Your Account | 25 | " " |
| 1782 February | 18th | To D.o Advanced You being Half of the Amount Borrowed by Anth.o Johnson Deceased from Ratna Mendaloo Naick | 25 | " " |
| | | | 170 | 12 " |
| | | To Interest on Pag.s 109 " 12 " To this Day | 169 | 22 " |
| | | To D.o ---- D.o 25 " " " D.o | 31 | 28 " |
| | | To D.o ---- D.o 25 " " " D.o | 21 | 2 " |
| | | | 222 | 6 " |

Fort St George
15th Feb.y 1789

Pagodas ---- 392 18 "

E" E"
Dep.s

The Mark + of Dummuga Johnson
Executrix of Anth.o Johnson
Deceased

A true Copy
J. Stuart Hall
Atty for Compl.t

1244.

Filed 17th Novr 1789

In the Hon^ble the Mayor's
Court at Madraspatanam

Between Domingas Johnson Administratrix of Antonio Johnson Deceased late of Madras Inhabitant Complainant
and Hanna Rustumah Widow of the same place Inhabitant Defendant

The Affidavit of Thomas Jones One of the Serjeants of this Hon^ble Court

This Deponent Maketh Oath and Saith that he did Personally Serve the above Named Defendant with four Rules issuing Out of this Hon^ble Court by Delivering Three of the Originals to the Defendant Himself and by leaving the last which was a Duplicate at the Defendants House and which was to the following Purport Viz^t

"Further Days Given the Defendant Fifth November Next to Answer the Complainants Bill Undefault of which Judgement will be given for the Complainant"

Thomas Jones

Sworn in Court this
17th Day of November 1789

James Taylor
Regr

1245.

Mayor's Court
Madraspatanam

Tuesday the 17th Day of November
Anno Domini 1789

Present

L.S.

William Mebb Esquire Mayor
Andrew Ross and Henry Crichly Michell
Aldermen

Mayor's Court

Between Domingas Johnson Administratrix of all and Singular the Goods Chattles Rights and Credits of Antonio Johnson of Madras Inhabitant Deceased Complainant and Hanna Rustumah Widow 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 do therefore think fit to Order and Decree and do Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum and Sum of Three Hundred Ninety Two Pagodas and Eighteen Fanams Pagodas 392.18 as Together with all such Interest as may in shall hereafter become due thereon until full payment is made also all Costs of this Suit

Dec^d

Filed 6th Feby 1783

# To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Shewn unto this Honble Court Hannah Baber and Orabina Edward Celsford Baber of Fort Saint George but now of Great Britain Esquire by his Attorney Edward John Hollond of Fort Saint George aforesaid Senior Merchant in the Service of the Honble English East India Company Quintin Crawford Baber of Great Britain Esquire by his Attorney George Moubray of Fort Saint George aforesaid Senior Merchant in the Service of the Honble Company John Luning of Fort Saint George aforesaid Senior Merchant in the Service of the said Honble Company Henry Crawford of Nagapatan Under will the Jurisdiction of this Honble Court Senior Merchant in the Service of the said Honble Company Brian Du Pre Lendon of Fort Saint George aforesaid Senior Merchant in the Service of the said Honble Company Peter Perkins of Porto Novo Merchant by his Attorney James Anno and Laurence Bowden of Fort Saint George Merchants Agents Salar of Madras Merchant Cedanda Lamah Chitty Brother and Heirs of Regava Chitty by his Attorney Mootah Chitty Sheer Rigah Pillah by his Attorney Mootah Chitty Felix Hector Amalric Lewining Partner of Jacques Christophe Gauzelet and Felix Hector Amalric by his Attorney Rillet Plantamour by his Attorney Jean Daniel and Jean and Company of London and Isabella Wilmot of Mary Ann Street in the County of Perth in North Britain Spinster by her Attorney William Petrie and Charles Binny of Fort Saint George aforesaid Esquire Creditors respectively upon Bond of Francis Lewis late of Fort Saint George Esquire Deceased That the said Francis Lewis in his Life time and at the Time of his Death was justly and truly indebted unto Your Orators and Oratrix upon Bond in England Considerable Sums of Money which Debt the Executors had have since Accounted thereunto the first Day of the month of October Last past after Deducting therefrom the several Sums paid thereon respectively Amount to the several and respective Sums hereinafter particularly Mentioned that is to say To Your Orator Edward Celsford upon a Bond bearing date the first Day of January which was in the Year of Our Lord One Thousand Seven Hundred and Eighty One for the payment of the Sum of Four Thousand Seven hundred and Forty three Pounds Seventeen Shillings and



Sterling Money of Great Britain within two Years from the Date thereof the Sum of Three Thousand five hundred and Ninety Seven Pounds and Seventeen Shillings Sterling Money of Great Britain Making in Current Money of Madras at the Rate of Eight Shillings for every Pagoda the Sum of Eight Thousand Nine hundred and Ninety four Pagodas Twenty Six Fanams and Twenty Cashes or thereabouts as by the Copies of such Bond and Account Current made up to the said first Day of October last hereunto Annexed for the Inspection of this Honble Court and Marked A. N.o 1 and N.o 2 the Originals being ready to be Produced if required will fully and at large Appear To Your Orator Luning upon a Bond bearing date the Thirteenth Day November which was in the Year of Our Lord One Thousand Seven hundred and Seventy Eight for the payment of the Sum of Five Thousand Star Pagodas and Interest and Demand the Sum of Seven Thousand and Fifty Nine Star Pagodas Twenty Six Fanams and Six Cashes 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 Eight hundred and Twenty three Pounds Sixteen Shillings and Eleven pence Half Penny or thereabouts as by the Copies of such Bond and Account Current made up thereunto to the first Day of October last past thereunto Annexed for the Inspection of this Honble Court and Marked C. N.o 1 and N.o 2 the Originals being ready to be produced if required will fully and at large Appear To Your Orator Henry Crawford upon a Bond of

the said Francis Saundars and George Sherlock Esquires bearing Date the Twenty fifth Day of September which was in the Year of Our Lord One Thousand Seven hundred and Eighty three for the payment of the Sum of Six Thousand five hundred Star Pagodas on a Day long since past the Sum of Eight Thousand Two hundred and five Star Pagodas thirty seven fanams and twenty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Five Thousand Two hundred and Eighty two Pounds Seven Shillings or thereabouts as by Copies of the said Bond and Account made up thereto the said first Day of October last past hereunto Annexed for the Inspection of this Honble Court and Marked D. N.1 and N.2 the Originals being ready to be produced if Required Will More fully and at large Appear — To Your Orator Lovias Du Pré Porcher upon Bond bearing date the twenty Seventh Day of December which was in the Year of Our Lord One Thousand Seven hundred and Eighty three for the Payment of the Sum of Two Thousand Star Pagodas and Interest on Demand the Sum of Five hundred and Twenty four Star Pagodas twenty Nine fanams and forty Eight Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two hundred and Nine Pounds Seventeen Shillings and Six pence or thereabouts as by Copies of such Bond and of said Account Current Made up thereto to the first Day of October last past hereunto Annexed for the Inspection of this Honble Court and Marked E. N.1 and N.2. the Originals being ready to be produced if Required Will More fully and at large Appear — To Your Orator Peter Bodkin upon Bond bearing date the Twenty fifth Day of May Which was in the Year of Our Lord One Thousand Seven hundred and Eighty four for the payment of the Sum of One Thousand Three hundred and forty two Star Pagodas five fanams and twenty Cash payable in four Months and Interest thereon for the two last Months the Sum of One Thousand Seven hundred and Twenty One Star Pagodas Nine 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 Seven hundred and Eight Pounds Nine Shillings and Ten pence or thereabouts as by Copies of such Bond and of said Account Current made up thereto to the first Day of October last past hereunto Annexed for the Inspection of this Honble Court and Marked F. N.1 and N.2 the Originals being ready to be



Produced if Required Will More fully and at large Appear — To Your Orator Gravelly Saturayen upon Bond bearing Date the Seventeenth Day of January which was in the Year of Our Lord One Thousand Seven hundred and Eighty four for the payment of the Sum of Two Thousand Eight hundred and fifty Seven Pagodas twenty five fanams in four Months with Interest at the Rate of Ten per Cent per Annum the first two Months without Interest the Sum of One Thousand Eight hundred and Eighty Seven Pagodas twenty five fanams and Nineteen Cash Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Seven hundred and fifty five Pounds and Eight pence half penny or thereabouts as by Copies of such Bond and said Account Current Made up thereto the first Day of October last past hereunto Annexed for the Inspection of this Honble Court and Marked G. N.1 and N.2 the Originals being ready to be produced if Required Will More fully and at large Appear — To Your Orator Ragava Chitty upon Bond bearing date the Eleventh Day of October which was in the Year of Our Lord One Thousand Seven hundred and Seventy Nine for the payment of the Sum of Two Thousand Seven hundred and forty four Star Pagodas and Interest on Demand the Sum of Three Thousand Seven hundred and Seventy Seven Star Pagodas three fanams and Twenty Eight Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Thousand Seven hundred and Ten Pounds Sixteen Shillings and Eight pence or thereabouts as by Copies of such Bond and of said Account Current Made up thereto to the first Day of October last past hereunto Annexed for the Inspection of this Honble Court and Marked H. N.1 and N.2 the Originals being ready to be produced if Required Will More fully and at large Appear — To Your Orator Shew Ranja Rajah Pallayeans Bond bearing date the twelfth Day of March which was in the Year of Our Lord One Thousand Seven hundred and Eighty for the payment of the Sum of Six Thousand and Three hundred and Nine Pagodas forty One fanams and forty Cash and Interest on Demand the Sum of Two Thousand One hundred and Twenty two Star Pagodas six fanams and twenty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagodas the

the Sum of Four Thousand and forty Nine Pounds and One Shilling or thereabouts as by Copies of such Bond and of said Account Current made up thereunto the first day of October last past hereunto Annexed for the inspection of this Honble Court and Marked I. No 1. and No 2. the Originals being ready to be produced if Require will more fully and at large Appear — To Your Orator Felix Victor Amable surviving Partner of Jacques Christophle Gauzebat and Felix Victor Amable upon a Bond bearing date the first day of December which was in the Year of Our Lord One Thousand Seven hundred and Seventy Nine for the payment of the Sum of Two Thousand Three hundred and Eighty Three Pounds and fourteen Shillings Sterling Money of Great Britain within Three Years from the date thereof at the Houses of Lee Nyston and Company the Sum of four Thousand six hundred and Twenty four Pounds Seven Shillings and Sixpence Sterling Money of Great Britain making in Current Money of Madras at the Rate of Eight Shillings for every Pagoda the Sum of Eleven Thousand Five hundred and Sixty Pagodas and Forty Fanams or thereabouts as by Copies of such Bond and of said Account Current made up thereunto the said first day of October last past hereunto Annexed for the Inspection of this Honble Court and Marked K. No 1. and No 2. the Originals being ready to be produced if Required will more fully and at large Appear — And to Your Orator Isabella Mylne upon a Bond bearing date the thirty first day of January which was in the Year of Our Lord One Thousand Seven hundred and Eighty four for payment of the Sum of Six hundred and fifty two Pounds of like Sterling Money and Interest and a day long since past the Sum of Eight Hundred and twenty Eight Pounds and Nine pence of like Sterling Money Making at the Rate of One Pagoda for every Eight Shillings the Sum of Two Thousand and Seventy Pagodas and Thirty Cash Current Money of Madras as by Copies of such Bond and of said Account Current Marked respectively hereunto to the said first day of October last past hereunto Annexed for the Inspection of this Honble Court and Marked L. No 1. and No 2. the Originals Whereof being ready to be produced if Required will more fully and at large Appear which said Bonds as well as the One to the said Edward Coles for Securing to the said Edward



Gauzebat and Annalie not having been paid in London According to their Tenor thereof respectively are chargeable with the Legal Interest of India at the Rate of Twelve per Cent per Annum — Besides which said several Sums so due to Your Orator and Oratrix respectively the said Francis Lourdan at the time of his Death Was justly indebted to several other Persons in several other Considerable Sums of Money on Bonds as well as to some of Your Orator and others by Simple Contract which still Remain unsatisfied — And Your Orator and Oratrix further Shew unto this Honble Court that the said Francis Lourdan being thus indebted and being possessed of a Considerable Personal Estate departed this Life on or about the fifteenth day of November which was in the Year of Our Lord One Thousand Seven hundred and Eighty four having first duly made and published his last Will and Testament and thereby directed that all his just Debts should be paid and made his Brother Edward Lourdan of Fort Saint George Esquire at that time Captain and since Major of Cavalry in the Service of the said Honble Company the sole Executor thereof Who having proved the same has received Letters Testamentary thereof from this Honble Court and hath possessed himself of the said Testators Estate and Effects — Your Orator and Oratrix further Shew unto this Honble Court that the said Edward Lourdan having so possessed himself of his said Brothers Estate and taken upon himself the Burden and Execution thereof Your Orator and Oratrix did apply to him in a fair and friendly Manner to be paid their respective Debts out of the same and Your Orator and Oratrix well hoped that the said Edward Lourdan would have complied therewith as he in Justice and Equity ought to have done and have therefore hitherto from Respect to the Memory of the Deceased and all Reluctance to put the Estate to the Expence of a suit at Law forborne to take any Steps to enforce the payment of the said Debts — But now so it is May it please this Honble Court that the said Edward Lourdan as Executor of Francis Lourdan Deceased, not Regarding Your Orator and Oratrix's said just Demands, as in all Right and Justice he ought to have done, and is bound as Executor to do — Give out and Pretends that notwithstanding many Debts are due and owing from the said Testator to the Estate of the said Francis Lourdan Deceased, He as Executor cannot nor will collect in the same sufficient to pay off and discharge Your Orator's and Oratrix's

Oratrix's said last Demand and Your Orator and Oratrix further Charge that the the said Edward Lourdan as Executor as aforesaid hath received Several Large Sums of Money from the Highness the Nabob, and other Persons whosoever Debtors to the said Estate of the said Francis Lourdan deceased, which said Several Sums of Money he hath detained and converted to his own use, under Pretence that there is a considerable Creditor upon Bond, and as Executor hath this Power of Claiming a Preferable payment, all this Your Orator and Oratrix Charge that the said Edward Lourdan hath no greater or other Right than the other Bond Creditors of the said Estate, who in Law and Equity have an equal Right, Claim and Interest and ought to be paid in proportion to their Several Claims and Demands in that Behalf. Where of Your Orator and Oratrix further shew and Charge that the the said Edward Lourdan as Executor of Francis Lourdan has not concerned himself Entitled to payment in full whilst the Remaining Bond Creditors of the said Francis Lourdan are to have only a proportional Dividend of the remaining Effects of the said Francis Lourdan allowable for Fortunes, Actings and Doings of the said Edward Lourdan as Executor as aforesaid Are Contrary to Equity and Good Conscience, and have a Manifest Tendency to defeat Your Orator and Oratrix of the Just Debts due to them in Manner and Form aforesaid To the End therefore that the said Edward Lourdan as Executor as aforesaid may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and Things herein before set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were there again Severally and Particularly Interrogated and that the said Edward Lourdan as Executor as aforesaid may Particularly set forth whether the said Francis Lourdan died Notwithstanding the Several Bonds Charged by Your Orator and Oratrix to have been executed under the Several Dates and for Payment of the Several Specific Sums above set forth and whether there are not now due thereon to Your Orator and Oratrix the Several Sums of Money above mentioned and Severally set forth and the Accounts thereof thereunto annexed and whether the said Edward Lourdan hath not received Considerable Sums of Money as Executor to the said Francis Lourdan and that he may set forth what Sums he hath received



and how he hath applied the same and that he may be decreed to pay unto Your Orator and Oratrix the said Several Sums of Money due to them respectively as aforesaid out of the Assets of the said Estate together with Such Interest as since due or may hereafter grow due thereon and in Case of there Nothing Sufficient Assets at present in his Hands to pay off the whole of their said respective Debts that then he may pay off and discharge the same proportionally as such Assets shall become to his Hands of Your Orator and Oratrix having Agreed that whatever Money may be paid upon any Decree that may be thereupon obtained or upon any Execution that may be thereupon levied shall go to and be paid among them all Rateably and duly proportioned to their respective Debts and that the said Edward Lourdan may be Decreed to bring the whole Sums received to the Credit of the Estate Generally for a proportional Distribution among all the Creditors including his own Demand by Bond and that he be enjoyned from paying or Satisfying himself the full Amount of his own Claim by Bond to the prejudice of the said other Bond Creditors of the said Francis Lourdan and that the said Edward Lourdan may be Decreed to pay all Costs of Suit

May it please this Honble Court because the said Edward Lourdan ought to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain Time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orators and Oratrixs Bill of Complaint and further to stand and abide by such Order and Decree therein as to this Honble Court shall seem Meet

S. Payshann
Attorney for Compt.ts

13th February 1788
This Bill was shewn Some time between the Days
of Appearance Vizt a Summons Quae Returnable
Next Court Day
Jno.h Call
Senr. Alderman of Madraspatnam

1254.

A. No 1.

Known all Men by these Presents that I Francis Jourdan of Madras Merchant am held and firmly bound unto Edward Celsford of Fort St George Esquire in the Penal Sum of Nine Thousand four hundred and Eighty seven Pounds fourteen Shillings and four pence Sterling to the payment Whereof well and truely to be made to the said Edward Celsford his heirs Executors, Administrators or Assigns I do hereby bind my self my heirs Executors and Administrators firmly by these Presents. In Witness Whereof I have set my Hand and Seal in Fort St George the first of January in the Year One Thousand Seven hundred and Eighty One. The Sense Obligations of the same Tenor and Date One of which being Accomplished the other to become Void and of no Effect.

Whereas the above bound Francis Jourdan having borrowed and Received of the above Named Edward Celsford the full and just Sum of Four Thousand Seven hundred and forty three Pounds Seventeen Shillings & Shillings and Two pence Sterling Payable in Two Years from the Date hereof Without Interest and Jourdan at the Houses of Lechtyston and Co

Now the Condition of this Obligation is such that if the above bound Francis Jourdan his heirs Executors or Assigns shall well and truely pay or cause to be paid unto Edward Celsford his heirs, Executors, Administrators or Assigns the full and just Sums of Four Thousand Seven hundred and forty three Pounds Seventeen Shillings and two pence Sterling this Obligation to be Void and of no Effect otherwise to remain in full Force and Virtue

Signed Sealed and Delivered
Where no Stamped Paper is to be had
in the presence of
J. C. Metzendartt
Francis de Silva

Francis Jourdan (L.S.)

A true Copy
J. Popham

No 2. The United States of America to Francis Jourdan Dr

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1783 Jany 1st | To Amount of Bills drawn on Bombay Dated Prior to this Date | | | | | | | £ | |
| | Payable Ninety Days after Sight & Drawn on Messrs Lechtyston & Co Bombay | | | | | | | | |
| | and Accepted on their Account | | | | | | | | |
| 1783 Decr 31st | To Cash Loaned Sundry Persons at Tellicherry | | | | | | | 1753.11.2 | |
| | £ 1753.11.2 @ 12½ % Current Rupees | | | | | | | 219.13.10½ | |
| | | | | | | | | 1973.4.12½ | |
| 1784 Jany 1st | To Cash Loaned Sundry Persons at Tellicherry | | | | | | | 754.15.11½ | |
| | £ 754.15.11½ @ 12½ % Current Rupees | | | | | | | 94.6.11½ | |
| | | | | | | | | 2068.11.0 | |
| | To Madam Ballanger £ 3591.11.1 Exchanged at | | | | | | | 3591.11.1 | |
| | 8 Shillings & 8 Pagodas | | | | | | | | |
| | | | | | | | | 5659.15.1 | |

Errors Excepted
Madras 1st January 1784
Francis Jourdan

Received the Contents in full
Francis Jourdan

Madras 1st January 1784
Witness
Edward Celsford
Alexr Williams

Alexr Boyd
Alexr Boyd
Alexr Boyd

(1784)

Bond

Know all Men by these Presents that We Francis Lourdan of the Island of Saint Christophers Esquire and Francis Lourdan of the Island of Saint Christophers Esquire and Francis Lourdan of the Island of Saint Christophers Esquire are held and firmly bound unto Quintin Crawford of the Island of Saint Christophers Esquire in the Sum of Twelve thousand Pagodas to be paid to the said Quintin Crawford his Executors Administrators or Assigns for which Payment well and truly to be made We bind ourselves and each of us in the whole our and each of our Heirs Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals and dated this fifteenth day of March in the Year of our Lord One thousand seven hundred and eighty four

Whereas the above bounden Francis Lourdan the Elder hath contracted and agreed to purchase of the said Quintin Crawford his Plantation called Mount Pleasant containing by Estimation Two hundred and Seventy Acres of Land be the same more or less situate in the Parish of Saint George Basseterre in the Island aforesaid and also the Stock Negroes Cattle Utensils and Implements of Husbandry thereon for the Sum of Twelve thousand Pagodas to be paid by the said Francis Lourdan the Elder his Executors Administrators or Assigns unto the said Quintin Crawford his Executors Administrators or Assigns in manner following that is to say the Sum of Six thousand Pagodas on the first day of October which will be in the Year of our Lord One thousand seven hundred and eighty seven and the Residue of the said Twelve thousand Pagodas with Interest for the same at the Rate of Ten pounds per Cent per Annum to be paid by the said Francis Lourdan the Elder his Executors Administrators or Assigns unto the said Quintin Crawford his Executors Administrators or Assigns on the first day of October which will be in the Year of our Lord One thousand seven hundred and eighty eight and whereas the said Quintin Crawford hath agreed to make a good and sufficient Title to the said Plantation and Premises unto the said Francis Lourdan the Elder his Executors Administrators or Assigns upon the Payment of the said Twelve thousand Pagodas with Interest for the same as aforesaid

Now the Condition of the above Obligation is such that if the above bounden Francis Lourdan the Elder his Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Quintin Crawford his Executors Administrators or Assigns the Sum of Six thousand Pagodas on the first day of October which will be in the Year of our Lord One thousand seven hundred and eighty seven and the Residue of the said Twelve thousand Pagodas with Interest for the same at the Rate of Ten pounds per Cent per Annum on the first day of October which will be in the Year of our Lord One thousand seven hundred and eighty eight according to the true Intent and Meaning of these Presents then the above Obligation is to be void and of none Effect otherwise to remain in full Force and Virtue

Sealed and Delivered
in the Presence of
Thomas Douglas
Notary Public

Francis Lourdan (L.S.)

(1784)

Dr The Estate of Francis Lourdan Esquire Deceased in Account with Quintin Crawford Esqr Cr

No 2

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1780 March | 15th | To the Amount of this Bond Dated the 15th day bearing Interest @ 10 p Cent p Annum | 6896 | " | " | 1787 October 1st | By Balance due by the Estate | 12098 | 26 | 40 |
| 1787 Octr | 1st | To Interest on Do to this day being 7 Y 6m 16d @ 10 p Cent p Annum | 5202 | 26 | 40 | | | | | |
| | | Pagodas | 12098 | 26 | 40 | | Pagodas | 12098 | 26 | 40 |

Fort Saint George 1st October 1787

Errors Excepted

Geo: Mowbray
Attyt to Q. Crawford

A true Copy
L. Popham

C. No 1.

[illegible] Account Current with John Turing Esq.

D° The Estate of Francis Saundars in Account Current with John Turing Esq.

| 1783 | | | | | | 1784 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| July | 31st | To Balance of Account Current Closed this day | 4753. | " | 76 | Dec. | 31st | By Cash Received for Godowns | 36. | " | " |
| | | To Interest on D° from 31st July 1783 to 1st October 1787. is 4 Yrs 2 Mos 1 D @ 12 ℘ Cent ℘ Annum | 2379. | 4. | 10. | | | By Interest on D° from 31st Aug 1784 to 1st October 1787. is 2 Yrs 9 Mos 1 D @ 12 ℘ Cent ℘ Annum | 18. | 21. | " |
| | | | | | | | | | 74. | 21. | " |
| | | | | | | | | By Balance | 7059. | 26. | 6. |
| | | Pagodas | 7134. | 3. | 6. | | | Pagodas | 7134. | 3 | 6. |

Fort Saint George
1st October 1787 Errors Excepted

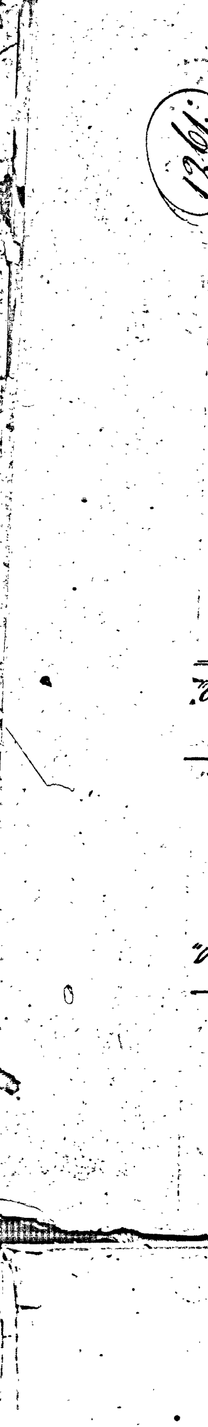
John Turing

Attested Copy
J. Lushington

Francis Saunders

Witness to the Signature
William Hay

[illegible]



D. No 1.

Copy of Letter from Lieut. Governor Simcoe to Lieut. Governor Hamilton Dundas, dated 10th May 1793

(1262)

E. N. 2.

Memorandum that the Subscriber has received from Mr. Francis Jourdan the Bond or Obligation for Pagodas 2000 with Interest thereon at 12 ℘ Cent ℘ Annum, which Bond or Obligation is to be delivered up to the said Francis Jourdan when he shall have received from the Subscriber the Sum of Pagodas 2903.14. being the Amount of the said Bond or Obligation and Interest thereon to the 1st. October 1787 when the Interest ceases.

Memorandum that I have received from Francis Jourdan the Bond or Obligation for Pagodas 2000 with Interest thereon at 12 ℘ Cent ℘ Annum, which Bond or Obligation I am to deliver up to the said Francis Jourdan when he shall have received from me the Sum of Pagodas 2903.14. being the Amount of the said Bond or Obligation and Interest thereon to the 1st. October 1787 when the Interest ceases.

Witness my Hand this 1st. October 1787.

Lt. Dubois Porcher

(1262)

No 2.

## Estate of Francis Jourdan in Account Current with Lieut. Dubois Porcher

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 1784 | | | | | | | | | | |
| Feb. | 27 | To Cash lent him on his Bond dated this day Payable on Demand with 12 ℘ Cent ℘ Annum | 2000 | " | " | Feb. | 26 | By Cash received | 700 | " | " |
| | | | | | | April | 29 | By Do. Do. | 484 | " | " |
| | | | | | | July | 6 | By Do. Do. | 300 | " | " |
| | | | | | | | | | 1684 | " | " |
| | 1 | To Interest on Pagodas 2000. for 3 yrs 9 mos 3 ds @ 12 ℘ Cent ℘ Annum | 903 | 14 | " | Oct. | 1 | By Interest on the following Sums @ 12 ℘ Cent ℘ Annum | | | |
| | | | | | | | | One Pagodas 700 " " for 3 yrs 7 mos 3 ds | 301 | 29 | 30 |
| | | | | | | | | Do. 484 " " for 3 yrs 3 mos 2 ds | 198 | 32 | " |
| | | | | | | | | Do. 300 " " for 3 yrs 2 mos 25 ds | 194 | 7 | " |
| | | | | | | | | | 694 | 26 | 32 |
| | | | | | | | | | 2378 | 26 | 32 |
| | | | | | | | | By Ballance | 524 | 29 | 18 |
| | | Pagodas | 2903 | 14 | " | | | Pagodas | 2903 | 14 | " |

Fort Saint George 1st. October 1787.

Errors Excepted
Lt. Dubois Porcher

Attested by
L. Popham

(1262)

(1961)

F. No 1.

Account Current of the Estate of Francis Saunders Esq.re with Peter Bodkin Esq.r

Dr.

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 1784 May | 20th | To the Amount Principal of the Deceased Bond of this date payable in 6 Months to say two Months without Interest and two Months with Interest | 1342 | 3 | 20 | 1787 Oct.r | 1st | By Ballance | 1771 | 9 | 60 |
| 1787 Oct.r | 1st | To Interest on Do from 20th July 1784 to this day being 3 yrs. 2 M.s & 10 p.r Cent p.r Annum | 429 | 4 | 40 | | | | | | |
| | | Pagodas | 1771 | 9 | 60 | | | Pagodas | 1771 | 9 | 60 |

Fort Saint George
1st October 1787 Errors Excepted

Amos & Bowden
Attys to P. Bodkin

A true Copy
L. Popham

(1961)

Know all Men by these Presents that I George Winchester of Madras Merchant am held and firmly bound unto Peter Bodkin of the same place Esquire in the Sum of Two Thousand Pagodas to be paid to the said Peter Bodkin 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 20th day of May in the Year of our Lord 1784.

The Condition of this Obligation is such that if the above bounden George Winchester his Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named Peter Bodkin his Executors Administrators or Assigns the full Sum of One Thousand three hundred and forty two Pagodas and three Fanams with Interest for the same at the Rate of Ten Pagodas per Cent per Annum on the Twenty first day of July which will be in the Year of our Lord One Thousand seven hundred and eighty six then this Obligation to be void and of none Effect otherwise to remain in full Force and Virtue

Signed Sealed and Delivered
in the Presence of
Francis Saunders
Richd Whitehill

George Winchester

(126)

No. 2.

D.r The Estate of Francis Lowndes in Account Current with Agnew & Salter C.r

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1784 | | | | | | 1784 | | | | | |
| January | 17th | To the Amount of the deceased Bond of this date | | | | June | 14th | By Cash Received in part | | 3000 | " " |
| | | Payable in four Months two Months without | | | | | | | | | |
| | | Interest | | 2837 | 25 " | | 26th | By Do Do | | 300 | " " |
| | | | | | | July | 4th | By Do Do | | 200 | " " |
| 1787 | | | | | | Sept.r | 4th | By Do Do | | 500 | " " |
| Oct.r | 1st | To Interest on Do from 17th March 1784 to this | | | | | | | | 1500 | " " |
| | | day being 3 yrs 6 mo and 14 D @ 10 p.r Cent | | 1011 | 13 32 | 1787 | | | | | |
| | | | | | | Oct.r | 1st | By Interest on the above Sums from their | | | |
| | | | | | | | | Respective Dates at 10 p.r Cent. | | | |
| | | | | | | | | On Pag.e 300 for 3 yrs 3 m.s 17 d.s | 164 36 13 | | |
| | | | | | | | | Do 300 3 3 5 | 97 38 40 | | |
| | | | | | | | | Do 200 3 2 27 | 64 33 " | | |
| | | | | | | | | Do 500 3 " 27 | 133 31 40 | 481 | 13 13 |
| | | | | | | | | | | 1981 | 13 13 |
| | | | | | | | | By Ballance | | 1887 | 25 19 |
| | | Pagodas | | 3868 | 40 32 | | | Pagodas | | 3868 | 40 32 |

Fort St George 1st October 1787

Errors Excepted

Agnew & Salter

a true Copy

S. Popham

(126)

H. No. 1

Memorial of Francis Saundars and Thomas Pybus Executors of the Last Will and Testament of Ragava Chitty deceased, Exhibiting to the Honorable the Governor and Council a Statement of the Debts and Effects of the Deceased, and praying Letters of Administration to be granted to them.

To the Honorable Archibald Campbell Esquire Governor and Commander in Chief in and over the Presidency of Fort Saint George and its Dependencies, and to the Honorable the Council of the said Presidency.

The Memorial of Francis Saundars and Thomas Pybus Executors of the Last Will and Testament of Ragava Chitty late of Fort Saint George deceased, Merchant.

Humbly Sheweth,

That your Memorialists have taken upon themselves the Execution of the Last Will and Testament of the said Ragava Chitty deceased, and have Collected and Received the Effects of the Deceased to the Amount of Pagodas Three Thousand Three Hundred and Sixty nine 3/60 as appears by the Account Current hereunto annexed, and have also Discharged the Debts of the Deceased to the Amount of Pagodas Two Thousand Seven Hundred and Forty six as appears by the Vouchers hereunto annexed, leaving a Balance in your Memorialists hands of Pagodas Six Hundred and Twenty three 3/60 as appears by the Account Current hereunto annexed.

Your Memorialists therefore humbly pray that your Honors and Worships will be pleased to grant Letters of Administration to them of the Effects of the said Ragava Chitty deceased, and your Memorialists as in Duty bound will ever pray &c.

Fort Saint George 4th October 1787.

Francis Saundars

Thomas Pybus

Sworn before us the Subscribers Members of Council this 4th October 1787.

Alexr Kyd

Wm Petrie

Fort Saint George 4th October 1787.

Thos Pybus

Sworn before us the Subscribers Members of Council this 4th October 1787.

Alexr Kyd

Wm Petrie

---

No. 2.

Dr The Estate of Francis Saundars in Account Current with the Estate of Ragava Chitty Cr

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1779 Octr | 4th | To the Amount of Three Bonds of this date Payable on Demand | | 2746 | | | 1784 Novr | 30 | By Ballance of Account Current Closed this day | 1187 | 31 31 |
| 1787 Octr | 4th | To Interest on Do to this day being 7 yrs 11 m 20 @ 12 p Cent p Annum | | 2625 | 3 | 60 | 1784 Octr | 4th | By Interest on Do to this day being 2 m 10 d @ 12 p Cent p Annum | 404 | 10 11 |
| | | | | | | | | | | 1591 | 41 62 |
| | | | | | | | | | By Ballance | 2777 | 3 78 |
| | | Pagodas | | 5369 | 3 | 60 | | | Pagodas | 5369 | 3 60 |

Fort Saint George 4th October 1787

Errors Excepted

Thos Pybus

No. 1.

Know all Men by these Presents that I Francis Saundars of Fort St. George Merchant am held and firmly bound unto Sheer Ranga Rajah Pillai in the Penal Sum of Twelve Thousand Six hundred and Nineteen Star Pagodas and forty One fanams to the payment whereof well and truely to be made to the said Sheer Ranga Rajah Pillai 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 Twelveth Day of March in the Year One Thousand Seven hundred and Eighty

Whereas the above bound Francis Saundars hath borrowed and received of the above Named Sheer Ranga Rajah Pillai the full and just Sum of Six Thousand Three hundred and Nine Star Pagodas forty One fanams and forty Cash to be Annually paid Interest at the Rate of Eight per Cent per Annum payable on Demand

Now the Condition of this Obligation is such that if the above bound Francis Saundars his heirs, Executors Administrators or Assigns shall well and truely pay or cause to be paid unto Sheer Ranga Rajah Pillai his heirs, Executors, Administrators or Assigns the full and just Sum of Six Thousand Three hundred and Nine Star Pagodas forty One fanams and forty Cash together with such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect, otherwise to continue in full forces and Virtue

Signed Sealed and delivered
Where no Stamp'd Papers is to be had
in the presence of
Venkata Pully

Francis Saundars (L.S.)

A true Copy
L. Pytham



The State of Francis Saundars in Account Current with Sheer Ranga Rajah Pillai

| 1780 | | | | | | |
|---|---|---|---|---|---|---|
| March 12 | By Bill Amount to Pond Pardy this date Payable on Demand | | | 6304 | 66 | 60 |
| 1784 Dec. 31 | To Interest and Co. to this day being 4 Years & 9 Months on the Cash Amount | | | 3812 | 76 | 60 |
| | | | | 10122 | 62 | 20 |

Pagodas

Errors Excepted
Francis Saundars

A true Copy
L. Pytham

K. No 1.

Known all Men by these Presents that I Francis Lourdan of Madras Merchant am held and firmly bound unto Messrs Gouzebat and Amabrie of Pondichery Merchants in the penal Sum of four thousand seven hundred Sixty seven Pounds fourteen Shillings Sterling to the payment whereof well and truly to be made to the said Gouzebat and Amabrie their Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these presents In Witness whereof I have set my hand and Seal at Fort St George this first day of December in the Year One thousand seven hundred and Twenty Nine In three Obligations of the same tenor and Date One of which being accomplished the others to become Void and of no Effect

Whereas the above bounden Francis Lourdan having made Choice of Messrs Amabrie for a Bill of Exchange drawn by Mr L. A. Bowerson on Mr Andrew Ryst the Payment of which was refused the Principal and Interest amounting to Two thousand three hundred Eighty three Pounds fourteen Shillings with Annual Interest of five p.Cent to become payable in three Years at the House of Lee Layton & Co in London

Now the Condition of this Obligation is such that if the above bound Francis Lourdan his Heirs Executors or Assigns shall well and truly pay or cause to be paid unto the said Gouzebat and Amabrie their Heirs Executors Administrators or Assigns the full and just Sum of Two thousand three hundred Eighty three Pounds fourteen Shillings sterling any part of the said Bill shall have been received and Enjoyed by the said Gouzebat and Amabrie or their Attornies thereof the Balance of this Bond deducting the Amount thus received Sogether with Interest for the same shall or may become due thereupon this Obligation to be Void and of no Effect otherwise to be continued in full force and Virtue

Signed Sealed and Delivered
Where no Stamp Paper is to be had
In the Presence of
Venkata Putty
Lanumy

Francis Lourdan (L.S.)



I the undersigned Felix Victor Amabrie Testamentary Executor of the Deceased James Christopher Gouzebat in this present Testimony Partners in Commerce Transfer by these presents the Obligation above mentioned to Mr. Rollet Plantamour Executor Testamentary Executor with Power of the said Deceased Gouzebat to the Effect of paying himself at the expiration of the Terms above mentioned for the sake of Our Society between the said Deceased and me and to empower him to use every Necessary Deligence thereinto at Madras the third of April One Thousand Seven Hundred and Eighty

Amabrie

I the undersigned James Rollet Executor with Will Mr Felix Victor Amabrie to the Deceased Mr James Christopher Gouzebat Transfer by these presents the Obligation on the other part to Messrs Foland Duval and Sons and Company of London or to their Order to the end that they may be paid on the Terms of the said Obligation Empowering them to make all prosecutions and Necessary dispatch in Faith whereof I have signed at Geneva the Eighteenth October One Thousand Seven Hundred and Eighty Two

J. Rollet Plantamour

On the Fourth Day of December in the Year of Our Lord One Thousand Seven Hundred and Eighty Two at the Request of Messrs Foland Duval and Sons and Company of London Merchants I Abraham Ozier Notary Public Dwelling in London duly Admitted and Sworn Exhibited the Original Bond whereof the aforegoing is a Copy to One of the Partners in the House of Lee Layton and Company whereto the same is made payable and Demanded of him if they had any Orders or provisions for payment thereof he Answered that they had not any Orders for payment of the said Bond Whereof Act being Required I the said Notary have granted these presents to serve and Avail as Occasion shall be or Require Thus Done and passed in London

L. N. 1.

Know all Men by these Presents that I Francis Jourdan of Lord St. George's Merchant am held and firmly bound Isabella Mylne of Mylnefield in Scotland in the penal Sum of One Thousand three hundred and four Pounds Sterling to the payment whereof well and truely to be made to the said Miss Isabella Mylne of Mylnefield her heirs, Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these presents In Witness whereof I have my Hand and Seal in Lord St. George's this thirty first Day of January in the Year One Thousand Seven hundred and Eighty four to three Obligations of the same Tenor & Date whereof this being Accomplished the other two to be void and of no Effect

Whereas the above bound Francis Jourdan hath borrowed and Received of the above named Miss Isabella Mylne of Mylnefield the full and just Sum of six hundred and fifty two Pounds Sterling payable at the House of Messrs. Lee Aylesford and Co. in London twelve Months after the Arrival of the Ship Busbridge

Now the Condition of this Obligation is such that if the above Francis Jourdan his heirs Executors, Administrators or Assigns shall well & truely pay or cause to be paid unto Miss Isabella Mylne of Mylnefield her heirs, Executors, Administrators or Assigns the full and just Sum of six hundred and fifty two Pounds Sterling due this Obligation to be void and of no Effect otherwise to continue in full Force and Virtue

Francis Jourdan (L.S.)

Signed Sealed and Delivered
Where no Stamped paper is to be had
first the procured

W. Wynch
Venecata Putty

A true Copy
L. Popham



London aforesaid the Day and Year above Written

Inprimis coram fidem
Abrx. Oglers
Scr. Public
1782

A true Copy
L. Popham

The Estate of Francis Jourdan Insolvent in Account with Miss Isabella Mylne of Mylnefield Assignee

| | | | | | |
|---|---|---|---|---|---|
| 1779 Decr. | 1st | To Mrs Cumming's Note Dated | 2383 lbs. | | |
| 1781 Feby. | 1st | To Sundries as per Ballance of Account Rendered | 2204 | 13 | 6½ |
| | 1st | To Sundries as per Ditto | 46 | 24 | 5 6/8 |
| | | Mrs Cumming's Note Dated 18th Augt. 1781 Payable 2 Years after Date | 1156 | 4 | 10 |
| | | Balance | 1156 | 4 | 10 |

By Ballance - Per Contra 1156 lbs.

Pay Mrs. Cumming's Note Dated 18th Augt. 1781 Payable 2 Years after Date

Errors Excepted
Wm. Wynch
Venecata Putty

A true Copy
L. Popham

Dr. The State of Francis Lourdan in Account Current with Miss Isabella Mylne Cr.

| 1784 | | | £ | s. | d. | 1784 | | | £ | s. | d. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Jany. | 31st | To the Amount of the Annuity of the Rupees Bonds of this date Payable at the House of Messrs. Lee Aytoun and Company in London twelve Months after the Arrival of the Ship Busbridge and which is Arrived in England in July 1786 | 632 | " | " | Octr. | 1st | By Balance | 2070 | " | 36 |
| | | To Interest on D.o from 1st July 1785 to 1st October 1787 being 2 yrs and 3 Qrs @ 12 ℘ Cent | 176 | " | 9 | | | | | | |
| | | £ | 828 | " | 9 | | | | | | |
| | | Which at the Exchange of 8 Pagodas for £ Stg is Pagodas | 2070 | " | 36 | | | Pagodas | 2070 | " | 36 |

Madras 10th Octr. 1787

Errors Excepted Charls. Binny
for himself & Wm. Petrie
as Attorneys to Miss Isabella
Mylne

A true Copy
S. Peytham

Fort William 9th March 1787

Power of Attorney from Francis Lourdan to Charles Binny and William Petrie

Know all Men by these Presents that I Francis Lourdan of Calcutta Esquire do hereby Nominate Constitute and Appoint Charles Binny and William Petrie both of Calcutta Esquires Jointly and Severally my Lawful Attorneys for me and in my Name to Ask Demand Sue for Recover and Receive of and from Miss Isabella Mylne of Edinburgh in North Britain Spinster all such Sum and Sums of Money Annuities Debts Dues Duties Goods Wares and Merchandizes Effects and Things whatsoever which are now due owing or belonging to me or which shall hereafter become due owing or belonging to me from the said Miss Isabella Mylne by Virtue or Means of any Bond Deed Writing Obligatory Bill Note Account or Demand whatsoever and upon Receipt thereof to Make Seal and Give sufficient Acquittances or other Discharges for the same and Generally to Do Perform and Execute all and every other Act Matter and Thing whatsoever touching or concerning the Premises as fully and amply to all Intents and Purposes as I the said Francis Lourdan could do if I were personally present Hereby Ratifying and Confirming all and whatsoever my said Attorneys or either of them 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 9th March 1787

Francis Lourdan

Eighty Seven Pounds Fourteen Shillings and four Pence Sterling Conditioned for the Payment of the full and just Sum of Four Thousand Seven Hundred and Forty three Pound, Seventeen Shillings and two Pence Sterling, bearing Date the first of January in the Year One Thousand Seven Hundred and Eighty One and payable in two Years from the Date thereof, without Interest in London at the House of Lee Clayton & Co. And One Penal Bond or Obligation to Quintin Crawford Esquire in the Penal Sum of Thirteen Thousand Seven Hundred and Ninety Two Star Pagodas, Conditioned for the Payment of the Sum of Six Thousand Eight Hundred and Ninety Six Star Pagodas, bearing Date the Fifteenth Day of March in the Year One Thousand Seven Hundred and Eighty, and payable and Demand with Interest at the Rate Twelve per Cent per Annum. Also One Penal Bond or Obligation to Johnstoning Esquire in the Penal Sum of Four Thousand Current Pagodas Conditioned for Payment of the Sum of Five Thousand Pagodas, bearing Date the Thirteenth Day of November in the Year One Thousand Seven Hundred and Seventy eight and payable on Demand with Interest at the Rate of Twelve per Cent per Annum. And also One Penal Bond or Obligation to Mr. George Mostead jointly and Separately to Henry Crawford of Fort Saint George Esquire in the Penal Sum of Thirteen Thousand Current Pagodas, Conditioned for the payment of the Sum of Six Thousand Seven Hundred Current Pagodas, bearing Date the Twenty Sixth Day of September in the Year One Thousand Seven Hundred and Eighty Nine and the Twenty first of November in the same Year, payable in three Years; and Interest thereon at the Rate of Eight per Cent per Annum to be paid and Advanced every three Months. Likewise One Penal Bond or Obligation to Josias Du Pre Pordon Esquire in the Penal Sum of Four Thousand Star Pagodas Conditioned for the payment of the Sum of Two Thousand Pagodas bearing Date the Twenty Seventh Day of December in the Year One Thousand Seven Hundred and Eighty three and payable and Demand with Interest at the Rate of Twelve per Cent per Annum. And likewise One Penal Bond or Obligation to Mr. Peter Podkin in the Penal Sum of Two Thousand Six Hundred and



Eighty four Star Pagodas, Ten Fanams and Forty Cash, Conditioned for the Payment of the just Sum of One Thousand three Hundred and Forty two Star Pagodas five Fanams and Twenty Cash, bearing Date the the Twentieth Day of May in the Year One Thousand Seven Hundred and Eighty four and payable in four Months two Months without Interest and two Months with Interest at the Rate of Ten per Cent per Annum. And One Penal Bond or Obligation to Ragavalu Chitty in the Penal Sum of Five Thousand four Hundred and Eighty Star Pagodas Conditioned for the payment of the full and just Sum of Two Thousand Seven Hundred and Forty four Star Pagodas, bearing Date the Eleventh Day of October in the Year One Thousand Seven Hundred and Twenty Nine and payable on Demand with Interest at the Rate of Twelve per Cent per Annum. Likewise One Penal Bond or Obligation to Three Ranga Rayalu Pittalu in the Penal Sum of Twelve Thousand Six Hundred and Nineteen Star Pagodas and Forty One Fanams Conditioned for the Payment of the Sum of Six Thousand three Hundred and Nine Star Pagodas Forty One Fanams and Forty Cash bearing Date the twelfth Day of March in the Year One Thousand Seven Hundred and Eighty, and Payable on Demand with Interest at the Rate of Eight per Cent per Annum. And also One Penal Bond or Obligation to Messrs. Gouzelat and Rimbrie in the Penal Sum of Four Thousand Seven Hundred and Sixty Seven Pounds, fourteen Shillings Sterling Conditioned for the Payment of the full and

Sum of Two Thousand Three Hundred Eighty Three Pounds fourteen Shillings
bearing Date the first Day of December in the Year One Thousand Seven Hundred
and Seventy Nine and payable in three Years at the House of Mess.rs Leo Ayleworth and
Co.e in London with Annual Interest of five per Cent. And also One Penal
Bond or Obligation to Mess.rs Isabella Mylne in the Penal Sum of One
Thousand Three Hundred and four Pounds Sterling Conditioned for the
Payment of the full and just Sum of Six Hundred and Fifty four Pounds
Sterling bearing Date the first day of January in the Year One Thousand Seven
Hundred and Eighty, and payable at the House of Mess.rs Leo Aylworth & Co.e
in London Twelve Months after the Arrival of the Ships Burbridge & Bull this
Defendant cannot Admit that the Estate of the said Francis Lourdan Deceased
therefore stand justly and truly indebted to all & singular the said Several Complainants
in all the said Several Sums Respectively, because this Defendant saith
that the Accounts Current founded upon those Bonds are inaccurate
and erroneous to a very great Degree and Drawn up in an irregular
Manner for the Bonds said to have been granted by the said Francis
Lourdan Deceased to Edward Clifford Particularly says that the Money
therein and thereby secured, is to be paid in London and therefore cannot
be legally demanded thereon by payment of this Defendant but an Error of a
higher Nature appears, on Comparing the Bond and the Account
Current founded thereon for the Bonds says and Expresses that the Interest
is to be paid by the said Francis Lourdan whereas the Account Current
first states the Principal Sums due on the said Bond and then Charges
Twelve per Cent and the said principal Sum thereby therefore even Admitting
that the said Bonds were recoverable in India a Deduction of Seven per Cent
to be made, and of course the additional Sum Charged as Exchange will Also
Proportionably Lessened in like Manner this Defendant by his said
Attorney says that the Bonds said to have been given and Granted by the said
Francis Lourdan to Miss Isabella Mylne One of the Complainants is
Payable at the House of Mess.rs Aylworth and Co. in the City of London and
therein not any Interest Mentioned or Expressed to be paid Notwithstan-
ding

1781.

-ding the Account Current founded on the said Bond Charges an Interest
of Twelve per Cent, a Deduction therefore from the Balance struck at the
Foot of the said Account Current must be made in like Manner the Bond
said to have been given and granted by the Deceased Francis Lourdan to
Mess.rs Gouzebat and Amelrick is payable in three Years from the date
thereof at the House of Mess.rs Leo Ayland & Co. in the City of London with
Interest at the Rate of five per Cent, Yet the Account Current founded
upon and Annexed to the said Bond is made up with Interest at the
Rate of twelve per Cent this Defendant by his said Attorney begs leave to
Annex three Regular Accounts Current from the three Bonds above men-
tioned to this Answer and prays they may be taken as part thereof and
humbly Submits to this Honble Court whether he should be Obliged to
Pay any other or further Sum than the Balances struck at the bottom of each
of the said Accounts Current the each of the said Complainants Notwithstan-
-ding the said Complainants in and by their Bill of Complaint say that
because the said Bonds have not been paid in London According to the
Tenor thereof respectively are Chargeable with the legal Interest by India, to
wit, Twelve per Cent per Annum. And this Defendant by his said Attorney
further Answering saith that Agavelli Lazar One of the Complainants
in the said Bill of Complaint being Dead this Defendant cannot Consider himself
in any Manner bound to take Notice of his pretended Claim and Demand
This Defendant by his said Attorney Admits that the said Francis Lourdan
Departed this Life on or about the Fifteenth Day of November which was
in the Year of Our Lord One Thousand Seven Hundred and Eighty four
having first duly made and Published his last Will and Testament
and thereby Directed that all his just Debts should be paid, and made his
Brother this Defendant (then Captain but now Major of Cavalry in the
Service of the Honble East India Company his sole Executor, that the said
Executor this Defendant having proved the same received Letters
Testamentary thereof from this Honble Court, and that Application was
Made to him to pay the Debts of the said Deceased Brother which he could
Not pay from the Inaccuracy of the Deceased Accounts and from the wide

Sum of Two Thousand Three Hundred Eighty three Pounds four Shillings bearing Date the first Day of December in the Year One Thousand Seven Hundred and Seventy Nine and payable in three Years at the House of Lee Lyttleton and Co. in London with Annual Interest of five per Cent. And also One Penal Bond or Obligation to Mess.rs Isabella Mylne in the Penal Sum of One Thousand Three Hundred and four Pounds Sterling Conditioned for the Payment of the full and just Sum of Six Hundred and fifty two Pounds Sterling bearing Date the first Day of January in the Year One Thousand Seven Hundred and Eighty and payable at the House of Mess.rs Lee Lyttleton & Co in London Twelve Months after the Arrival of Ships Buckingham But this Defendant cannot Admit that the Estate of the said Francis Lourdan doth therefore stand justly and truly indebted to all the said several Complainants in all the said several Sums respectively, because this Defendant saith that the Accounts Current founded upon those Bonds are inaccurate and erroneous to a very great Degree and Drawn up in an irregular Manner, for the Bonds said to have been granted by the said Francis Lourdan Deceased to Edward Coltsford Particularly says that the Money therein and thereby secured, is to be paid in London and therefore cannot be legally demanded thereof or payment of it enforced But and Error of any higher Nature appears, or Complaining the Bonds and the Account Current founded thereon, for the Bonds says and Expresses that the Interest is to be paid by the said Francis Lourdan whereas the Account Current first states the Principal Sum due on the said Bond and then Charges Twelve per Cent for the said principal Sum, this is therefore ready Admitting that the said Bond was recoverable in Law Deducting Seven per Cent to be made, and of course the Additional Sum Charged as Exchange will Proportionably lessened, in like Manner this Defendant by his said Attorney says that the Bonds said to have been given and Granted by the said Francis Lourdan to Miss Isabella Mylne One of the Complainants is Payable at the House of Mess.rs Lyttleton and Co. in the City of London and there is not any Interest Mentioned or Expressed to be paid, Notwithstanding



doing the Account Current founded on the said Bond Charges an Interest of Twelve per Cent, a Deduction therefore from the Balance struck at the Foot of the said Account Current must be made in like Manner the Bond said to have been given and granted by the Deceased Francis Lourdan to Mess.rs Gouzebat and Amelin is payable in three Years from the date thereof at the House of Mess.rs Lee Lyttleton & Co in the City of London with Interest at the rate of five per Cent, Yet the Account Current founded upon and Annexed to the said Bond is made up with Interest at the rate of Twelve per Cent This Defendant by his said Attorney begs leave to Annex three Regular Accounts Current from the three Bonds above mentioned To this Answer and prays they may be taken as parts thereof and humbly Submits to this Honble Court whether he should be Obliged to Pay any other or further Sum than the Balance struck at the Bottom of each of the said Accounts Current the Each of the said Complainants Notwithstanding the said Complainants and by their Bill of Complaint say that because the said Bonds have not been paid in London According to the Tenor thereof respectively, are Chargeable with the Legal Interest of India, to wit, Twelve per Cent per Annum And this Defendant by his said Attorney further Answering saith that Agavelle Satur One of the Complainants in the said Bill of Complaint being Dead she cannot Consider herself in any Manner bound to take Notice of this pretended Claim and Demand This Defendant by his said Attorney Admits that the said Francis Lourdan Departed this Life on or about the Fifteenth Day of November which was in the Year of Our Lord One Thousand Seven Hundred and Eighty four having first duly made and Published his last Will and Testament and thereby Directed that all his just Debts should be paid and made his Brother this Defendant then Captain but now Major of Cavalry in the Service of the Honble East India Company the sole Executor, that the said Executor this Defendant having proved the same received Letters Testamentary thereof from this Honble Court, and that Publication was Made to find out pay the Debts of the said Deceased Brother which he could Not pay from the Inaccuracy of the Deceased Accounts and from the wide and

and Extensive Connexions of the Deceased and subjects him to Claims Various Parts of the World particularly in Europe by which this Defendant could not Arrived at any Degree of Precision as to the Real and true State and Condition of the Deceased Estate and Effects, nor whether the said Deceased Executor Insolvent, that Time had not come Assets into this Defendants Hands sufficient to Pay himself who was Especially Creditor and Personally Bonds, And this Defendant by his said Attorney saith and pleaded by Answer that he never Received any Money from the Right of the Estate of the said Francis Lourdan, that the said Francis Lourdan died and his Life time held certain Bonds of his said Right of the Rebel but the same were Assigned and made over as a Collateral Security to Dawson and Drake Ricard and the Receipts and Memorandums of Payment of the Debt, and this Defendant further by his said Attorney saith that he shall be claimed as he was well and Legally Authorized, as aforesaid Right as Executor to all the Creditors of an equal Degree, that the Law Gives his this Right, as it cannot be taken from him and that he has therefore endeavoured to pay himself as far as he was able and that in so doing he has acted consistent with Equity and Good Conscience, and therefore ought not to be called to an Account for such his Actings and doings in the Irregular Manner he has been sued by the said Bill of Complaint that he has duly delivered into this Hon^ble Court an Account Current upon Oath of all such Sums of Money as have come to his Hands as Executor, made up to the thirty first day of December One Thousand Seven Hundred and Eighty Seven, a true Copy of which he hereunto Annexed and prayed by this Defendant to be taken as Part of this his Answer, that since the delivery of this said Account a Dividend by Paul Benfield to the Estate has been paid by an Assignment of new Consolidated Bonds but not by any means equal to the Sum of the several Claims and Demands of the Complainants and there is a Balance still due to this Defendant as Executor as aforesaid which Must be first paid And this Defendant further by his said Attorney Saith as Executor as aforesaid that he has

(1283)

Expended Considerable Sums of Money Necessarily Attending to the Estate and Effects of the said Francis Lourdan, which Expences are incidental to the Office and Duty of an Executor, and that same will be brought to Account at the time of finally Closing the Account with the Estate and this Defendant by his said Attorney prays leave to Annex hereunto a List of specialty Creditors of the said Francis Lourdan whose several Bonds or Obligations Mortgages & c as this Defendant by his said Attorney saith do stand as Claims on the said Deceased's Estate and Effects and whose Claims this Defendant by his said Attorney prays may be saved as to the Equality of Payment to and with the said Obligees the Persons

All which Matters and things this Defendant by his said Attorney is ready and willing to aver, Maintain and prove as this Hon^ble Court shall be pleased to order and Direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in this Behalf wrongfully Sustained

Henry Readhead

Sworn to before me
This 31st Day of March 1788

Jas^r Cull
Senior Alderman

Attg^y to Edw^d Lourdane
Executor

P. Spencer
Attg^y Defend^t

Dr — Edward Ct Jordin Account Current with the Estate of Francis Jourdan — Cr

| | | | £ | s | d | | | | £ | s | d |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1783 May | 24 | To Cash paid Mrs Bouchier | 3000 | | | 1781 Jany | 1 | By the Amount of the Deceased Bond of this Date Payable in Two Years at the Honble Mssrs Lee Clive & Co in London without Interest | 1743 | 17 | 2 |
| 1787 Octr | 1 | To Interest on Do from 24th May 1785 to this day is 2 Yrs 4 Mo 10 D at 5 p Cent | 354 | 4 | 11 | | | | | | |
| | | | 3354 | 4 | 11 | 1787 Octr | 1 | By Interest on Do from January 1783 to this day being 4 Yrs 9 Mo at 5 p Cent p Ann | 1126 | 13 | 2½ |
| | | To Balance due | 2516 | 5 | 5½ | | | | £ 3870 | 10 | 4½ |
| | | £ | 3870 | 10 | 4½ | | | By the above Balance 2516 3 5½ Exchanged at 8 Shillings p Pagoda | Pags 6292 | F 30 | C 46 |

Fort St George Octr 1st 1787

Errors Excepted

(Signed) Henry Redhead
Atty to Edwd Jourdan Esqr

Attested
P. Spencer
Atty Defendt

Dr — Miss Isabella Mylne in Account Current with the Estate of Francis Jourdan — Cr

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1787 Octr | 1 | To Balance | 1813 | 16 | 70 | 1784 January | 31 | By the Amount of the Deceased's Bond payable at the House of Messrs Lee Clive and Company in London twelve Months after the Arrival of the Ship Rushbrooke and which Arrived in England in July 1784 | 632 | | |
| | | | | | | | | By Interest on Do from July 1783 to 1st October 1787 being 2 Yrs 3 Mos at 5 p Cent | 93 | 7 | |
| | | | | | | | | £ | 725 | 7 | |
| | | Pags | 1813 | 16 | 70 | | | | Pags | F | C |
| | | Which at the Exchange of Eight Shillings p Pagoda | | | | | | | 1813 | 16 | 70 |

Fort St George October 1st 1787

Errors Excepted

(Signed) Henry Redhead
Atty to Edwd Jourdan Esqr

Attested
P. Spencer
Atty Defendt

Dr. Edward Coleford in Account Current with the Estate of Francis Saurdan Esq.

| 1783 | | | £ | s. | d. | 1781 | | | £ | s. | d. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| May | 21 | To Cash paid Mess. Bouchier | 3000 | " | " | Janry | 1 | By the Amount of the Deceased's Bonds of this Date Payable in Two Years at the Houses of Messrs. Lee Clein London without Interest | 4743 | 17 | 2 |
| 1787 | | | | | | | | | | | |
| Octr | 1 | To Interest on £ 3000 from 21 May 1785 | | | | | | | | | |
| | | To this Day is 2 Yrs 4 Mo 10 D at 5 p Cent | 354 | 4 | 11 | | | | | | |
| | | | 3354 | 4 | 11 | 1787 | | | | | |
| | | To Balance due | 2516 | 3 | 3½ | Octr | 1 | By Interest on Do from January 1783 to this Day being 4 Yrs 9 Mo at 5 p Cent p Annm | 1126 | 13 | 2½ |
| | | £ | 5870 | 10 | 4½ | | | £ | 5870 | 10 | 4½ |
| | | | | | | | | By the above Balance 2516 3 3½ Exchange at 8 Shillings p Pagoda | Pags 6292 | f 30 | c 46 |

Fort St George Octr 1st 1787

Errors Excepted

(Signed) Henry Redhead

Attg to Edwd Saurdan Esqr

Attwd Copy

F. Spencer

Atty Defendt

Dr. Miss Isabella Mylne in Account Current with the Estate of Francis Saurdan Esq.

| 1787 | | | | | | 1784 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Octr | 1 | To Balance | 1813 | 16 | 70 | Jany | 31 | By the Amount of the Deceased's Bond payable at the House of Messrs Lee Clytes and Company in London twelve Months after the Arrival of the Ship Barbrige and which Arrived in England in July 1784 | 632 | " | " |
| | | | | | | | | By Interest on Do from July 1783 to 1st October 1784 being 2 Yrs 3 Mo at 5 p Cent | 93 | 7 | " |
| | | | | | | | | £ | 725 | 7 | " |
| | | | | | | | | | Pags | f | c |
| | | Pags | 1813 | 16 | 70 | | | Which at the Exchange of Eight Shillings p Pagoda | 1813 | 16 | 70 |

Fort St George Octr 1st 1787

Errors Excepted per

(Signed) Henry Redhead

Attg to Edwd Saurdan Esqr

Attwd Copy

F. Spencer

Atty Defendt

Dr. Mess.rs Gouzebat & Amalric in Acct. Current with the Estate of Francis Jourdan Cr. (1786)

| 1781 | | | Pags. | F. | C. | 1779 | | | £ | s. | d. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Octr. | 1 | To Balance | 829 | 12 | 24 | Decr. | 1 | By the Amount of the Deceased's Bond | 2383 | 14 | " |
| | | | | | | 1784 | | | | | |
| | | | | | | Octr. | 1 | By Interest on Do. for 7 & 10 Mo. at 5 p.r Cent | 933 | 12 | 2½ |
| | | Pagonas | 829 | 12 | 24 | | | £ | 3317 | 6 | 2½ |

Fort St. George Octr. 1st. 1787
Errors Excepted &c.
(Signed) Henry Redhead
Attg. to Edwd. Jourdan Ex.tor

Know all Men by these Presents that I Edward Jourdan of the Island of Antigua Esqr. Executor of the last Will and Testament of Francis Jourdan late of the Island of Antigua Esqr. deceased do hereby Constitute and appoint Henry Redhead of Fort St. George in the East Indies Gentleman my true and lawful Attorney for me and in my name to Ask demand and receive of and from the Honble. the United Company of Merchants of England trading to the East Indies all such Sum and Sums of Money as now are or hereafter shall become due and payable to me as Executor aforesaid by Virtue of a Bond executed by the said Company to the said Francis Jourdan deceased bearing Date the 10th. day of March 1779 and upon Receipt thereof to Give proper Acquittances and Discharges for the same and in case of Non Payment to Commence and prosecute any Action or Actions Suit or Suits at Law or in Equity against the said Company for the Recovery thereof and to Appoint Attorneys under him for the purposes aforesaid and to Revoke such Appointments at his Discretion and in general to do all such Acts Matters and things touching the premises as I myself could do if personally present 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 1st. day of October 1787

Edwd. Jourdan

Witness Present
Wm. Lyon
Wm. Lyon Junr.

## Dr. The Estate of Francis Lourdan Decd in Acct of Bonds with Major Edward

| | | | | |
|---|---|---|---|---|
| 1784 August | 4th To a Bond Interest at 8 pr Cent from 20th November 1783 | 63 | 71. | - |
| | To Interest due from 2 Nov. 1783 to the 30th January 1786 | 1121. | 40. | 60 |
| | Pagodas | 7312. | 40. | 60 |
| 1784 August | 15th To a Bond payable in England for 12500 £ Sterling at 3 pr Cent at the Rate of Eight Shillings pr Pagoda | 3125. | - | - |
| 1786 January | 30th To Balance of the above Account | 1068. | 31. | 44 |
| | To Interest on the above Sums at 5 pr Cent to the 31st Dec. 1787 | 3231. | 31. | 44 |
| | On 3125. 3 yrs 4 mo 16 d | 327. | 32. | 53 |
| | 1068. 1 yr 11 mo - d | 102. | 14. | 36 |
| | | 3380. | 3. | 29 |
| | Pagodas | 3698. | 36. | 78 |

Fort St. George 31. December 1787.

Errors excepted per Henry Redhead

Signed Edwd. Lourdan Extr



## Lourdan Executor and Principal Bond Creditor

| | | | | |
|---|---|---|---|---|
| 1784 October | 15th By a Bill drawn in favor of Mr. Gerick | 60 | - | - |
| 1785 May | 1st By Cash | 1240. | - | - |
| | 28th By Company's Bonds | 3030. | - | - |
| June | 26 By Cash | 1500. | - | - |
| 1786 January | 30th By Cash | 300. | - | - |
| | | 6130. | - | - |
| | By Interest to the 30th January 1786 at 8 pr Cent. | | | |
| | On 60 ... 2 yrs 3 mo 16 d ... 6. 8. 70. | | | |
| | 1240 ... " 9 " ... 74. 16. 64. | | | |
| | 3030 ... " 8 " 2 ... 162. 11. 37. | | | |
| | 1500 ... " 7 " 4 ... 71. 14. - | 314. | 9. | 11 |
| | | 6444. | 9. | 11 |
| | By Balance | 1068. | 31. | 49 |
| | Pagodas | 7512. | 40. | 60 |
| 1786 February | 15th By a Certificate on the Bengal Government | 3000. | - | - |
| May | 23 By Cash | 1631. | - | - |
| June | 2 By Balance of a Company's Bond | 1448. | 27. | - |
| July | 16 By a Certificate on the Bengal Government | 3963. | 12. | 50 |
| August | 31 By Cash | 1600. | - | - |
| December | 31 By Cash | 2000. | - | - |
| 1787 Dec. | 10 By a Bond on the Bengal Government | 1083. | 16. | 64 |
| | By Cash | 1200. | - | - |
| November | 8 By a Balance of Mr. Dawsons Account Current | 1642. | 16. | 3 |
| | By a Balance of Messrs. Taylor Call & Savages Account Current | 4906. | 12. | 9 |
| | By Balance of Messrs. Taylor Call & Savages Bond | 478. | 24. | 11 |
| | By Balance of Capt. Nga. Sammy's Bond | 1669. | 15. | 34 |
| | By Balance of Messrs. Sams Call's Bond | 7400. | 24. | 32 |
| | | 32073. | 32. | 63 |
| | By Interest on the above Sums at 5 pr Cent to the 31st of Dec. 1787 | | | |
| | On 3000 ... 1 yr 10 mo 16 d ... 469. 23. 73. | | | |
| | 1631 ... 1 7 8 ... 132. 33. 50. | | | |
| | 1448 ... 1 6 29 ... 114. 15. 43. | | | |
| | 3963 ... 1 3 13 ... 289. 4. 65. | | | |
| | 1600 ... 1 4 - ... 106. 28. - | | | |
| | 2000 ... 1 - - ... 100. - - | | | |
| | 1083, 1200 ... " 2 21 ... 25. 28. 6a | | | |
| | 1642, 7906, 478, 1669, 7400 ... " 1 23 ... 118. 20. 25. | 1354. | 24. | 25 |
| | | 33380. | 20. | 8 |
| | By Balance | 2318. | 16. | 70 |
| | Pagodas | 3698. | 36. | 78 |

Errors excepted per James Lewis Spencer

Who Depends

(129)

Appointed Attorney by Letter of Power dated the 27th January 1788 from Francis Lourdan Esqr. late Resident at Vizagapatam to receive from John Turing Esqr. late Collector of Ganjam the Balance of Account Current with the said John Turing as Collector of Ganjam and Interest thereon from the 31st July 1783 to the 1st October 1787 amounting to Pagodas 7134. 3. 6. and to receive from the said John Turing his two Securities Mr. Alexander Robertson of Bengal Merchant and Mr. Thomas Hyde Villiers late Collector of Ganjam for the Sum of Pagodas 7134. 3. 6. with Interest thereon from the 1st October 1787 at the rate of 12 per Cent per Annum and to grant Acquittances for the same

Witness my hand and Seal at Fort Saint George this 31st day of December 1788

Thomas Hyde Villiers

Know all Men by these Presents that I Francis Lourdan late Resident at Vizagapatam do hereby constitute and appoint Thomas Hyde Villiers late Collector of Ganjam my true and lawful Attorney for me and in my Name to receive from John Turing late Collector of Ganjam the Balance of Account Current with the said John Turing as Collector of Ganjam and Interest thereon from the 31st July 1783 to the 1st October 1787 amounting to Pagodas 7134. 3. 6. and to receive from the said John Turing his two Securities Mr. Alexander Robertson of Bengal Merchant and Mr. Thomas Hyde Villiers late Collector of Ganjam for the Sum of Pagodas 7134. 3. 6. with Interest thereon from the 1st October 1787 at the rate of 12 per Cent per Annum and to grant Acquittances for the same

In Witness whereof I have hereunto set my hand and Seal at Fort Saint George this 27th day of January 1788

Signed Sealed and Delivered
in the presence of us
Thomas Hyde Villiers
Madras Establishment
Thomas Pitt
Lieut. Engrs

Francis Lourdan (L.S.)

True Copy
Thos. Pitt
Lieut. Engrs

True Copy
Thos. Pitt
Lieut. Engrs

D.r The Estate of Francis Lourdan in Account Current with John Turing Cr.r

No. 2

| 1783 | | | | | | 1784 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| July | 31st | To Balance of Account Current Closed this day | 4735. | 7. | 6 | Decem.r 31st | By Cash Received for Godown Rent | 56. | " | " |
| | | To Interest on Do. from 31st July 1783 to 1st Oct.r 1787. in 2 yrs 2 mos 1 d. @ 12 p.r Cent p.r Annum | 2379. | 4. | 10. | | By Interest on Do. from 31st December 1784 to 1st October 1787. in 2 yrs 9 mos 1 d. @ 12 p.r Cent p.r Annum | 18. | 21. | " |
| | | | | | | | | 74. | 21. | " |
| | | | | | | | By Balance | 7039. | 26. | 6. |
| | | Pagodas | 7134. | 3. | 6. | | Pagodas | 7039. | 3. | 6. |

Fort Saint George
1st October 1787. Errors Excepted
pp John Turing

True Copy
Thos. Taylor
Dep.y Reg.r

True Copy
L. Popham

N.º D.N.º 1.

Know all Men by these Presents that We Francis Sourdan and George Westcott are jointly and Separately held and firmly bound unto Henry Crawford of Fort St. George Esq.r in the Penal Sum of Three Thousand Current Pagodas for the Payment of which well and truely to be made unto the Said Henry Crawford his Heirs Executors Administrators or Assignee we do hereby bind Ourselves Our Executors Administrators and Assigns firmly by these Presents In Witness Whereof we have hereunto Set Our Hands and Seals in Fort Saint George and Ellore Francis Sourdan this Twentieth day of September in the Year One Thousand Seven hundred and Eighty three and George Westcott at Ellore this Twenty first of November in the same Year

Whereas the above bound Francis Sourdan and George Westcott has this day Received of the above Named Henry Crawford the full and just Sum of Six Thousand five hundred Current Pagodas to Remain Interest at eight p.r Cent p.r Annum and and become payable in three Years the Interest every three Months to be paid and Advanced at Madras to the Order of Henry Crawford and in case of the Death of Francis Sourdan this Bond to become due in three Months after his Decease and whereas George Westcott has this day Agreed and doth this Agree to be Security for the payment of the above Sum in the manner and form as before mentioned

Now the Condition of this Obligation is such that if the above bound Francis Sourdan or George Westcott their Executors Administrators or Assigns do well and truely pay or Cause to be paid unto the said Henry Crawford his Order Executors or Assigns the full and just Sum of Six Thousand and five hundred Current Pagodas being the principal of this Bond together with the Interest as each shall become due then this Obligation to be Void and of No Effect otherwise to Remain in full Force and Virtue

(Signed) Francis Sourdan L.S.
Geo: Westcott L.S.

Signed Sealed and Delivered
Where no stamp'd Papers to be
had in the Presence of
(Signed) Venecata Patty
Lawrey
(Signed) Rh. Catlet
Geo: Yeates

True Copy
Lh. Taylor
Dep.y Reg.r

A true Copy compared with Original
Vizag.m the 13th Jan.y 1788
Claud Russell
Chief

A true Copy
L. Popham



The State of Francis Sourdan Account with Henry Crawford Esq.r No 2

| Dr. | | | Cr. | | |
|---|---|---|---|---|---|
| 1783 | | Pags. Fs. Cs. | 1783 | | Pags. Fs. Cs. |
| Dec.r 20 | To Ditto Amount Principal & Int.t Bond | 6500 " " | Dec.r 20 | By Cash Rec.d of Geo: Westcott | 1000 " " |
| 1784 | | | 1784 | | |
| Jan.y 20 | To Ditto Amount Interest due this day being 1 Month | 43 " " | Jan.y 20 | By Ditto Rec.d of Ditto | 1000 " " |
| | | | | By Balance Carried to New Account | 5543 " " |
| | | 6543 " " | | | 6543 " " |
| 1784 | | | | | |
| Jan.y 20 | To Balance Brought from Old Account | 5543 " " | | | |

Pags. Fs. Cs.
5543 " "

Fort St. George
Jan.y 20th 1784

Errors Excepted
Lh. Taylor
Dep.y Reg.r

Filed 27th May 1788

The Replication of Edward Telford by his Attorney Edward John Holland, Isabella Mylne by her Attornies William Petrie and Charles Binney and Messieurs Gouzebat and Amalric by their Attornies and Quintin Crawford by his Attorney George Moubray, John Turing Henry Crawford, Josias Du Pre Fowler, Peter Redhead by his Attornies James Ames and Lawrence Bowdoin, Agavally Latur, Cedanda Ramalo Chitty Brother and Heir of Ragavalo Chitty by his Attorney Mootal Chitty and Thiru Ranga Rajalo Pillai by his Attorney Mootal Chitty to the Answer of Edward Lourdan Executor of Francis Lourdan Demand by his Attorney Henry Redhead.

These Replicants saving to themselves all Advantages of Exception to the Defendants said Answer for Replication thereunto say that all and every the matters and things in and by their said Bill of Complaint Already said they will Justify maintain and prove to be good certain and sufficient in the Law to be Answered unto in such manner as the same are therein and thereby set forth and declared and that the Answer of the said Defendant is untrue and insufficient in the Law to be by these Replicants Replied unto for divers manifest imperfections and uncertainties therein contained the benefit of exception whereunto being now and at all times saved unto these Replicants and these Replicants further say that they do insist and will Maintain that the Estate of the said Francis Lourdan is justly and truly indebted unto these Replicants in manner as the same is Charged in the said Bill of Complaint and for further Replication the said Edward Telford by his said Attorney said that at the time the Bond was made payable in England whereby the same bears date and was executed in Fort Saint George and the Consideration was evidently received at Fort St George therefore Recourse for Payment

May



May evidently be had at Fort Saint George Assets having been remanded to pay the Amount intended to be Secured by the said Bond in London and also the Cause of an higher Nature which the Answer suggests the said Edward Telford by his Attorney doth therefore humbly insist that his Account as annexed to the Bill of Complaint is just for the Object which was in contemplation between the said Parties was a Remittance to England of a Certain Amount and on Certain Terms to Wit, the Principal Sum being to be received without Interest Therefore the Remittance in whole or in part has not been made as Agreed to the Claim for the Balance remaining due is not remitted is the same as for Money Advanced at the same time at Fort Saint George and to be paid in Fort Saint George and therefore ought of right to be Calculated at the Rate of Interest Allowed at Fort Saint George which the above Replicant by his said Attorney hath done The said Isabella Mylne by her said Attornies by way of Replication doth in the like manner say that the Money was paid by her to the said Francis Lourdan at Fort Saint George and that the said Francis Lourdan having made Default in Securing the Value thereof as stipulated by his Bond his Estate is Liable to pay the Amount of such Bond in Star Pagodas at the usual Exchange of this Honble Court and with the Usual Interest upon Loans made at Fort Saint George to wit Twelve per Cent per Annum The said Gouzebat and Amalric by their Attornies do for the same Reasons insist that their Account as Annexed to their Bill of Complaint is right because the Bond in Question of the said Francis Lourdan to the said Gouzebat and Amalric bears date in Fort Saint George and therefore the Interest of Fort St George is due upon such part of the Condition of the said Bond as has not been fulfilled

And these Replicants humbly contend that the said Defendant has not any preferable Right of Payment by Reason of his being Executor but is bound to Render the Assets coming to his Hands in

Equal

1294

Filed 21

1296.

Equal proportions According To the Amount of their respective Claims
Among the Bond Creditors of the said Deceased These Repliants
therefore hope this Honble Court will give Judgment therein Accordingly

All which Matters and things these Repliants will be prove
in due time To the Satisfaction of this Honble Court and therefore pray as
in and by their said Bill they have Already Prayed

P. Lyon Jun
Atty for Repts

Filed 22 July 1788

The General Rejoinder of Edward
Lourdan Executors of Francis Lourdan Deceased
by his Attorney Henry Redhead Defendant To
the Replication of Edward Cotsford by his Attorney
Edward Tobin Holland, Isabella Hyslop by her
Attornies William Peter and Charles Binny
and Messieurs Gouzebat and Amalric by their
Attornies and Quinton Crawford by his Attornies
George Moubray John Turing Henry Crawford
Josias Dupre Porcher, Peter Perkins by his
Attornies James Innes and Laurence Bowden
Agavally Saturcolan and Ramah Chitty
Brother and Heir of Ragavah Chitty by his
Attorney Mootah Chitty and Three Rangahs
Rajah Pillah by his Attorney Mootah Chitty
Complainants

This Defendant Now and at all times hereafter Shewing
and Reserving To himself all and all manner of Benefit and Advantage
of Exception To the many Errors Uncertainties Untruths insufficiencies and

1297.

Imperfections in the Complainants said Replication contained
for Rejoinder thereunto Saith That he will aver maintain and
prove all and Singular the Matters and things contained in this
Defendants Answer To be good Certain and true and Sufficient in the
Law To be Rejoined unto in such Manner and form as the same
are therein and thereby Set forth and Alledged and That the said
Replication is Very Untrue Evasive and Insufficient for this
Defendant To Make any further or other Answer thereunto Except
What he hath before in his Answer Set forth

All which Matters and things this Defendant
is Ready and Willing To Verify maintain and prove as this Honble
Court shall Direct and most humbly Prays as in and by his said
Answer he hath Already Prayed

P. Syncer
Attorney Defendant

1248.

Know all Men by these Presents that I Francis Jourdan of Madras Merchant am held and firmly bound unto Edward Colsford of Fort St George Esquire in the Penal Sum of Nine Thousand four hundred and Eighty Seven Pounds fourteen Shillings and four Pence Sterling To the payment whereof well and truly to be made to the said Edward Colsford 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 set my Hand and Seal in Fort St George the first of January in the Year One Thousand Seven hundred and Eighty One to these Obligations of the same Tenor and Date whereof which being Accomplished these Others to become Void and of no effect

Whereas the Above bound Francis Jourdan having borrowed and Received of the above Named Edward Colsford the full and just Sum of Four Thousand Seven hundred and forty three Pounds Seventeen Shillings and two Pence Sterling Payable in two Years from the date hereof without Interest in London at the House of Lee Ayton & Co.

Now the Condition of this Obligation is such that if the above bound Francis Jourdan his heirs Executors or Assigns shall well and truly pay or cause to be paid unto Edward Colsford his heirs Executors Administrators or Assigns the full and just Sum of Four Thousand Seven Hundred and forty three Pounds Seventeen Shillings and two Pence 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 Papers to be had in the Presence of
J. C. Metzendorff
Francisco de Seleva

Francis Jourdan (L.S.)

1249.

Know all Men by these Presents, that I Francis Jourdan Esqr Residing at Madras in the East Indies am held and firmly bound unto Quintin Crawfurd Esquire now also residing at Madras but shortly about to embark for Europe in the Penal Sum of Thirteen Thousand Seven hundred and Ninety two Star Pagodas Current Money of Madras To the payment Whereof well and truly to be made to the said Quintin Crawfurd his heirs Executors, Administrators, or Assigns, I do hereby bind myself my heirs, Executors and Administrators firmly by these Presents In Witness Whereof I have hereunto Set my Hand and Seal in Madras aforesaid this Fifteenth Day of March in the Year One Thousand Seven Hundred and Eighty

Whereas the above bound Francis Jourdan has borrowed and Received of the above Named Quintin Crawfurd the full and just Sum of Six Thousand eight hundred and Ninety Six Star Pagodas to remain at Interest at the Rate of Ten per Annum and Payable on Demand

Now the Condition of this Obligation is such, that if the above bound Francis Jourdan his heirs, Executors, Administrators, or Assigns, shall well and truly pay or cause to be paid unto Quintin Crawfurd his heirs, Executors, Administrators, or Assigns, the full and just Sum of Six Thousand Eight hundred and Ninety Six Star Pagodas together with such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect, Otherwise to continue in full force and Virtue

Signed Sealed and Delivered
Where no Stamp'd Papers to be had
in the Presence of
John Douglas
Pascal

Francis Jourdan (L.S.)

1300.

Known all Men by these Presents, that I Francis Lourdan of Fort St George Merchant am held and firmly bound unto Johan Fleuring Esqr in the Pen.l Sum of Ten Thousand Current Pagodas to the payment whereof Well and truely to be made to the said Johan Fleuring 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 Hands and Seal in Fort St George this Thirtieth Day of November in the Year One Thousand Seven Hundred and Seventy Eight

Whereas the above bound Francis Lourdan hath borrowed and received of the above Named Johan Fleuring the full and just Sum of Five Thousand Pagodas to remain at Interest at the rate of Twelve per Cent per Annum payable and Demand

Now the Condition of this Obligation is such, that if the above bound Francis Lourdan his Heirs, Executors, Administrators, or Assigns, shall well and truely pay or cause to be paid unto Johan Fleuring his Heirs, Executors, Administrators, or Assigns the full and just Sum of Five Thousand Pagodas together with the said 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
Witness to the Signing Papers to be
in the Presence of

Venerata Putty

Francis Lourdan (L.S.)

1301.

Known all Men by these presents that We Francis Lourdan and George Westcott are jointly and severally held and firmly bound unto Henry Crawford of Fort St George, Esqr in the penal Sum of Fifteen Thousand Current Pagodas for the payment of which well and truely to be made unto the said Henry Crawford his Heirs, Executors, Administrators, or Assigns, We do hereby bind Ourselves Our Executors Administrators, and Assigns firmly by these Presents. In Witness Whereof We have hereunto Set our Hand and Seal in Fort St George and Ellore Francis Lourdan this twenty sixth Day of September in the Year One Thousand Seven hundred and eighty three and George Westcott at Ellore this twenty first of November in the same Year

Whereas the above bound Francis Lourdan and George Westcott have taken up and received of the above Named Henry Crawford the full and just Sum of Five Thousand five hundred Current Pagodas to remain at Interest at Eight p Cent p Annum and become payable in three Years the Interest of every three Months to be paid in Demand at Madras to the Order of Henry Crawford and in case of the Death of Francis Lourdan this Bond to become Due in three Months after his Decease and whereas George Westcott hath Agreed and doth Agree to be Security for the payment of the above Sum in like Manner and Form as before mentioned

Now if the Condition of this Obligation is Such that if the above bound Francis Lourdan or George Westcott Their Executors Administrators, or Assigns do well and truely pay or cause to be paid unto the said Henry Crawford his Order Executors Administrators or Assigns the full and just Sum of Five Thousand and five hundred Current Pagodas being the Principal of this Bond together with the Interest as aforesaid shall become Due then this Obligation to be Void and of no Effect otherwise to remain in full Force and Virtue

Signed Sealed and Delivered
Witness to the Signing Papers to
be had in the Presence of
Signed Venerata Putty
Lourmy - - -

(Signed) Francis Lourdan (L.S.)
Geo: Westcott (L.S.)
Signed R.t Calls
Geo: Yeats
A true Copy compared with the Original
Vizag.m 13.th January 1788
Claud Russell Clerk

1300.

Known all Men by these Presents, that I Francis Lourdaw of Fort St George Merchant am held and firmly bound unto Lolsw Turing Esqr in the Penal Sum of Ten Thousand Current Pagodas to the payment whereof Well and truly to be made to the said Lolsw Turing 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 Nineteenth Day of November in the Year One Thousand Seven Hundred and Seventy Eight

Whereas the above bound Francis Lourdaw has this day borrowed and Received of the above Named Lolsw Turing the full and just Sum of Five Thousand Pagodas to remain at Interest at the Rate of Twelve per Cent per Annum payable and Demand

Now the Condition of this Obligation is such, that if the above bound Francis Lourdaw his Heirs, Executors, Administrators, or Assigns, shall Well and truly pay or cause to be paid unto Lolsw Turing his Heirs, Executors, Administrators, or Assigns the full and just Sum of Five Thousand Pagodas together with such Interest as shall or may become due thereupon, Then this Obligation to be Void and of no Effect, otherwise to continue in full Force and Virtue

Signed Sealed and Delivered
Where no stamp'd Papers is to be
in the Presence of
Vencata Putty
Interpreter

Francis Lourdaw (L.S.)

1301.

Known all Men by these presents that We Francis Lourdaw and George Westcott are jointly and severally held and firmly bound unto Henry Crawford of Fort St George, Esqr in the Penal Sum of Thirteen Thousand Current Pagodas for the payment of which Well and truly to be made unto the said Henry Crawford his Heirs, Executors, Administrators, or Assigns, We do hereby bind Ourselves Our Executors Administrators, and Assigns firmly by these Presents. In Witness Whereof We have hereunto Set our Hand and Seal in Fort St George and Ellore Francis Lourdaw this twenty first Day of September in the Year One Thousand Seven hundred and eighty three and George Westcott at Ellore this twenty first of November in the same Year

Whereas the above bound Francis Lourdaw and George Westcott have taken up and received of the above Named Henry Crawford the full and just Sum of Six Thousand five hundred Current Pagodas to remain at Interest at Eight p Cent p Annum and become payable in three Years the Interest every three Months to be paid thereon Demand at Madras to the Order of Henry Crawford and in case of the Death of Francis Lourdaw this Bond to become Due in three Months after his Decease and whereas George Westcott hath Agreed and doth Agree to be Security for the payment of the above Sum in Manner and Sums as before mentioned

Now the Conditions of this Obligation is such that if the above bound Francis Lourdaw or George Westcott their Executors Administrators, or Assigns do well and truely pay or cause to be paid unto the said Henry Crawford his Order Executors Administrators or Assigns the full and just Sum of Six Thousand and five hundred Current Pagodas being the Principal of this Bond together with the Interest as aforesaid shall become Due Then this Obligation to be Void and of no Effect otherwise to remain in full Force and Virtue

Signed Sealed and Delivered
Where no stamp'd Papers is to
be had in the Presence of
Signed Vencata Putty
Interp.

(Signed) Francis Lourdaw (L.S.)
Geo: Westcott (L.S.)
Pt Cattis
Geo: Yeatt
A true Copy compared with the Original
Vizag.m 13th January 1788
Claud Russell Chief

1302

Know all Men by these Presents, that I Francis Lourdan of Madras Merchant am held and firmly bound unto Josias Du Pré Porcher of the same Place Esquire in the Penal Sum of four Thousand Star Pagodas to the payment whereof well and truely to be made to the said Josias Du Pré Porcher his heirs Executors, Administrators, or Assigns, I do hereby bind my self my heirs Executors, and Administrators firmly by these Presents. In Witness whereof I have hereunto set my Hand and Seal in Fort St George this Twenty Seventh day of December in the Year One Thousand Seven hundred and Eighty three

Whereas the Above bound Francis Lourdan hath borrowed and received of the above Named Josias Du Pré Porcher the full and just Sum of two Thousand Pagodas to turn at Interest at the rate of Twelve per Cent per Annum payable on Demand

Now the Condition of this Obligation is such, that if the above bound Francis Lourdan his heirs, Executors, Administrators, or Assigns, shall well and truely pay or cause to be paid unto Josias Du Pré Porcher his heirs, Executors, Administrators, or Assigns the full and just Sum of Two Thousand Star Pagodas together with Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect, otherwise to continue in full Force and Virtue

Signed, Sealed and Delivered
Where no Stamp'd Paper is to be had,
in the Presences of
Venkata Putty
Saume

Francis Lourdan (L.S.)

1303

Know all Men by these Present, that I Francis Lourdan of Fort St George Merchant am held and firmly bound unto Mr Peter Bodkin in the Penal Sum of Two Thousand and Six hundred and Eighty four Star Pagodas new Fanams and Forty Cash to the payment Whereof well and truely to be made to the said Mr Peter Bodkin his heirs Executors, Administrators, or Assigns, I do hereby bind my self my heirs Executors, and Administrators firmly by these Present. In Witness whereof I have hereunto set my Hand and Seal in Fort St George this twenty third day of May in the Year One Thousand Seven Hundred and Eighty four

Whereas the Above bound Francis Lourdan hath borrowed and received of the above Named Mr Peter Bodkin the full and just Sum of One Thousand three hundred and forty two Star Pagodas five Fanams and twenty Cash to turn at Interest at the rate of Ten per Cent per Annum payable in four Months to say two Months without Interest and Months with Interest

Now the Conditions of this Obligation is such, that if the above bound Francis Lourdan his heirs, Executors, Administrators or Assigns, shall well and truely pay or cause to be paid unto Mr Peter Bodkin his heirs, Executors, Administrators, or Assigns the full and just Sum of One Thousand three hundred and forty two Star Pagodas five Fanams and twenty Cash together with such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect, otherwise to Continue in full force and Virtue

Signed, Sealed and Delivered
Where no Stamp'd Paper is to be had
in the Presence of
Saumy
Venkata Saumy

Francis Lourdan (L.S.)

1304.

Knowall Men by these Presents, that I Francis Jourdan of Fort St. George Merchant am held and firmly bound unto Ragava Chitty in the Penal Sum of Five Thousand four Hundred and Eighty Eight Star Pagodas to the Payment whereof will and truly to be made to the said Ragava Chitty his heirs Executors, Administrators, or Assigns, I do hereby bind myself my heirs, Executors and Administrators firmly by these presents. Witness whereof I have hereunto Set my Hand and Seal in Fort St. George this Eleventh day of October in the Year One Thousand Seven Hundred and Seventy Nine

Whereas the above bound Francis Jourdan hath borrowed and Received of the above Named Ragava Chitty the full and just Sum of Two Thousand Seven hundred and forty four Star Pagodas to run at Interest at the Rate of Twelve per Cent per Annum payable on Demand

Now the Condition of this Obligation is such, that if the above bound Francis Jourdan his heirs, Executors, Administrators, or Assigns, shall well and truly pay or cause to be paid unto Ragava Chitty his heirs, Executors, Administrator, or Assigns, the full and just Sum of Two Thousand Seven hundred and forty four Star Pagodas together with such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect, otherwise to continue in full force and Virtue

Signed, Sealed and Delivered
Where no Stamp'd Papers to be had
in the Presence of

Venkata Putty
Suranamiah

Francis Jourdan (L.S.)

1305.

Knowall Men by these Presents, that I Francis Jourdan of Fort St. George Merchant am held and firmly bound unto Streé Ranga Rajah Pillai in the Penal Sum of Twelve Thousand Six hundred and Nineteen Star Pagodas and forty One Fanams to the payment whereof well and truely to be made to the said Streé Ranga Rajah Pillai his heirs Executors, Administrator or Assigns, I do hereby bind my self my heirs, Executors and Administrators firmly by these Present. For Witness whereof I have hereunto Set my Hand and Seal in Fort St. George this Twelveth day of March in the Year One Thousand Seven Hundred and Eighty

Whereas the above bound Francis Jourdan hath borrowed and Received of the above Named Streé Ranga Rajah Pilla the full and just Sum of Six Thousand three hundred and Nine Star Pagodas forty One Fanams and forty Cash to run at Interest at the Rate of Eight per Cent per Annum payable on Demand

Now the Condition of this Obligation is such, that if the above bound Francis Jourdan his heirs, Executors, Administrators, or Assigns, shall well and truely pay or cause to be paid unto Streé Ranga Rajah Pillai his heirs, Executors, Administrator, or Assigns, the full and just Sum of Six Thousand three hundred and Nine Star Pagodas forty One Fanams and forty Cash together with such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect, otherwise to continue in full force and Virtue

Signed, Sealed and Delivered
Where no Stamp'd Papers to be had,
in the Presence of

Venkata Putty

Francis Jourdan (L.S.)

1304.

Knowall Men by these Presents, that I Francis Sourdan of Fort St George Merchant am held and firmly bound unto Ragava Chitty in the Penal Sum of Five Thousand four Hundred and Eighty Eight Star Pagodas to the Payment whereof well and truely to be made to the said Ragava Chitty his heirs Executors, Administrators, or Assigns, I do hereby bind myself my heirs, Executors and Administrators firmly by these presents. Witness whereof I have hereunto Set my Hand and Seal in Fort St George this Eleventeenth Day of October in the Year One Thousand Seven Hundred and Seventy Nine

Whereas the above bound Francis Sourdan hath borrowed and received of the above Named Ragava Chitty the full and just Sums of Two Thousand Seven hundred and forty four Star Pagodas to renew a Bottomd at the Rate of Twelve per Cent per Annum payable on Demand

Now the Condition of this Obligation is such, that if the above bound Francis Sourdan his heirs, Executors, Administrators, or Assigns, shall well and truely pay or cause to be paid unto Ragava Chitty his heirs, Executors, Administrator, or Assigns, the full and just Sum of Two thousand Seven hundred and forty four Star Pagodas together with Such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect, otherwise to continue in full force and Virtue

Signed, Sealed and Delivered
Where no Stamp'd Papers to be had
in the Presence of

Venkata Putty
Swaminah

Francis Sourdan (L.S.)

1305.

Knowall Men by these Presents, that I Francis Sourdan of Fort St George Merchant am held and firmly bound unto Streé Ranga Raja & Pilla in the Penal Sum of Twelve Thousand Six hundred and Nineteen Star Pagodas and forty One Fanams to the payment whereof well and truely to be made to the said Streé Ranga Raja & Pilla his heirs Executors, Administrator or Assigns, I do hereby bind my self my heirs, Executors and Administrators firmly by these Present. In Witness whereof I have hereunto Set my Hand and Seal in Fort St George this Twelveth Day of March in the Year One Thousand Seven Hundred and Eighty

Whereas the above bound Francis Sourdan hath borrowed and received of the above Named Streé Ranga Raja & Pilla the full and just Sum of Six Thousand three hundred and Nine Star Pagodas forty One Fanams and forty Cash for renewal interest at the Rate of Eight per Cent per Annum payable on Demand

Now the Condition of this Obligation is such, that if the above bound Francis Sourdan his heirs, Executors, Administrators, or Assigns, shall well and truely pay or cause to be paid unto Streé Ranga Raja & Pilla his heirs, Executors, Administrators, or Assigns, the full and just Sum of Six Thousand three hundred and Nine Star Pagodas forty One Fanams and forty Cash together with Such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect, otherwise to continue in full force and Virtue

Signed, Sealed and Delivered
Where no Stamp'd Papers to be had,
in the Presence of

Venkata Putty

Francis Sourdan (L.S.)

1306.

Know all Men by these Presents that I Francis Lourdan of Madras Merchant am held and firmly bound unto Mess.rs Gouzebat and Amalric of Pondicherry Merchants in the penal Sum of Four Thousand Seven Hundred Sixty Seven Pounds fourteen Shillings Sterling to the payment whereof well and truely to be made to the said Gouzebat and Amalric their Heirs Executors, Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these presents Sd Witness whereof I have set my Hand and Seal in Fort St George this first day of December in the Year One Thousand Seven Hundred and Seventy Nine To these Obligations of the same Tenor and Date One of which Being Accomplished the others to become Void and of no Effect

Whereas the above bound Francis Lourdan having made Sundry Answers to Mr.s Amalric for a Bill of Exchange drawn by Mr.s L. H. Bowers and Mr.s Andrew Ross the payment of which was refused, the Principal and Interest Amounting to Seven Thousand Three Hundred Eighty Three Pounds fourteen Shillings with an Annual Interest of five per Cent to become payable in three Years at the House of Lee Sykes & Co.a in London

Now the Condition of this Obligation is such that if the above bound Francis Lourdan his Heirs Executors or Assigns shall well and truely pay or cause to be paid unto the said Gouzebat and Amalric their Heirs Executors, Administrators or Assigns the full and just Sum of two Thousand Three Hundred Eighty Three Pounds fourteen Shillings or in case any grant of the said Bill shall have been received and Exacted by the said Gouzebat and Amalric or their Attorney the Balance of this Bond Deducting the Amount thereof received together with Bond 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

Francis Lourdan L.S.

Signed Sealed and Delivered
Whereas Stamped Paper is to be had
in the province of
Vencata Putty
Sworny

1307.

Je Soussigné Felix Victor Amalric Executeur Testamentaire de feu Mr. Jacques Christophle Gouzebat, en son Vivant Mon Associé de Commerce transporte par les presentes l'Obligation cy dessus à Mr. Billiet Plantamour executeur Testamentaire avec Moi du d.t feu L.r Gouzebat à l'effet de me faire payer a mon Echeance aux Termes y portés pour le Compte de notre Société entre le dit Defunt et Moi et Luy donne pouvoir a cet effet de faire toutes Diligences Necessaires A Madras ce 5.me Avril 1780

Amalric

Je Soussigné Jaques Billiet co Executeur Testamentaire avec Mess.rs Felix Victor Amalric de feu Mr. Jaques Christophle Gouzebat transporte par les presentes l'Obligation en Tautre part a Mess.rs Jean Duval & fils Hennjs de Londres ou a leur Ordre à l'effet de me faire payer aux Termes de la dite Obligation leur donnant pouvoir pour y parvenir de faire toutes poursuittes & Diligences Necessaires en foi de Quoi j'ai Signé a Pondi ce 18.e Octobre 1782 — J. Billiet Plantamour

On the Fourth Day of December in the Year of Our Lord One Thousand Seven Hundred and Eighty two at the Request of Mess.rs John Duval and Sons and Company of London Merchants I Abraham Ogier Notary Publick dwelling in London duly Admitted and Sworn exhibited the Original Bond whereof the aforegoing is a Copy to One of the Partners in the House of Lee Sykes and Company whereof the same is made payable and Demanded of him if they had any Orders or provisions for payment thereof the same and that they had not any Orders for payment of the said Bond Whereof Nothing Required of me the said Notary I have Granted these presents to serve and avail as Occasion shall be or Require Thus Done and Passed in London aforesaid the Day and Year above Written

In presence of the Witnesses
Abrah.m Ogier Not.r Publ
1782

12/6
Dupl. 1/6
£1.00.

L.S.

I under Written Felix Victor Amalric Executor of the deceased James Christopher Gouzebat in his life time any Partnership Trade by these presents Assigne the above Bond to Mr Rollict Plantamour Co-Executor with me to the deceased Mr Gouzebat for the purpose of obtaining payment According to the terms of payment and Account of our Partnership between the said deceased and me And for that purpose authorize him to use all necessary Means — at Madras the 3. April 1780

Amalric

I Under Written James Rollict Co-Executor with Mr Felix Victor Amalric to the deceased Mr James Christopher Gouzebat Assigne by these Presents the Obligation on the other side Written to Messrs. John Duval and Love and Company or to their Order for the purpose of receiving the same According to the terms of payment of the said Obligation Authorising them to use all necessary means for the recovery thereof In Faith of which I have set my hand and Seal at Geneva the 18th of October 1782.

J. Rollict Plantamour

true Translation — Hy Dundas
Interpreter



Known all Men by these Presents that I Francis Jourdan of Fort St George Merchant am held and firmly bound that Miss Isabella Mylne of Mylnefield in Scotland in the Penal Sum of One Thousand three hundred and four Pounds Sterling to the payment whereof well and truely to be made to the said Miss Isabella Mylne of Mylnefield her heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness Whereof I have set my Hand and Seal at Fort St George this thirty first day of January in the Year One Thousand seven hundred and Eighty four To these Obligations of the same Tenor and Date One whereof being Accomplished the other two to become Void and of no Effect

Whereas the above bound Francis Jourdan has borrowed and received of the above Named Miss Isabella Mylne of Mylnefield the full and just Sum of six hundred and fifty two Pounds Sterling Payable at the House of Messrs Lee Mylne & Co in London twelve Months after the Arrival of Ships Bombridge

Now the Condition of this Obligation is such that if the above Francis Jourdan his heirs Executors Administrators or Assigns shall well truely pay or cause to be paid unto Miss Isabella Mylne of Mylnefield her heirs Executors Administrators or Assigns the full and just Sum of Six hundred and fifty two Pounds Sterling then this Obligation to be Void and of no Effect otherwise to continue in full Force and Virtue

Signed Sealed and Delivered
Where no Stamped Paper is to be
had in the Presence of Wm Wynne
Venkata Sutty

Francis Jourdan (L.S.)

I under Written Felix Victor Amalric Executor of the deceased James Christopher Gouzebat in his left hand any Partnerin Trade by these presents assigns the above Bond to Mr Robert Plantamour Co Executor with one to the deceased Mr Gouzebat for the purpose of obtaining payment According to the terms of payment on Account of our Partnership between the said deceased and me And for that purpose authorize him to use all Necessary Means at Madras this 3. April 1780

Amalric

I Under Written James Robert Co Executor with Mr Felix Victor Amalric to the deceased Mr James Christopher Gouzebat Assigned by these Presents the Obligation on the other side Written to Messrs John Duval and Lew and Company or to their Order for the purpose of receiving the same According to the terms of payment of the said Obligation Authorising them to use all Necessary means for the recovery thereof In Faith of which I have set my hand in Geneva the 18th of October 1782

Robert Plantamour

true Translation Fd Du Pan

Subscribed



Known all Men by these Presents that I Francis Jourdan of Fort St George Merchant am held and firmly bound that Miss Isabella Mylne of Mylnefield in Scotland in the Penal Sum of One Thousand three hundred and four Pounds Sterling to the payment whereof well and truly to be made to the said Miss Isabella Mylne of Mylnefield her heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness Whereof I have set my Hand and Seal in Fort St George this thirty first Day of January in the Year One Thousand Seven hundred and Eighty four to three Obligations of the same Tenor and Date One of which being Accomplished the other two to become Void and of no Effect

Whereas the above bound Francis Jourdan hath borrowed and received of the above Named Miss Isabella Mylne of Mylnefield the full and just Sum of Six hundred and fifty two Pounds Sterling Payable at the House of Messrs Lee Mylne & Co in London twelve Months after the Arrival of Ships Bombridge

Now the Condition of this Obligation is such that if the above Francis Jourdan this heirs Executors Administrators or Assigns shall well truly pay or cause to be paid unto Miss Isabella Mylne of Mylnefield her heirs Executors Administrators or Assigns the full and just Sum of Six hundred and fifty two Pounds Sterling then this Obligation to be Void and of no Effect otherwise to continue in full Force and Virtue

Signed Sealed and Delivered
Whereas Stamped Paper is to be
had in the Presence of Wm Hyndes
Venkata Putty

Francis Jourdan (Seal)

Mayor Court at Madrasapatnam } { Saturday the 13th. Day of December Anno Domini 1788

Present

Edward Gordon Esquire Mayor
Sir John Menzies Baronet Robert Ewing
Andrew Ross and Aldermen

Between Edward Cotsford late of Fort Saint George but now of Great Britain Esquire by his Attorney Edward Tolson Holland of Fort Saint George aforesaid Senior Merchant in the Service of the Honble English East India Company Quintin Crawford also of Great Britain Esquire by his Attorney George Moubray of Fort Saint George aforesaid also Senior Merchant in the Service of the said Honble Company John Turing of Fort Saint George aforesaid Senior Merchant in the Service of the said Honble Company Henry Crawford of Vizagapatam within the Jurisdiction of this Honble Court Senior Merchant in the Service of the said Honble Company Josias Du Pre Porcher of Fort Saint George aforesaid Junior Merchant in the Service of the said Honble Company Peter Perkins of Porto Novo Merchant by his Attorney James Anne and Lawrence Bowden of Fort Saint George Merchants Agavelly Satur of Madras Merchant Cotanda Ramah Chitty Brother and Heir of Ragava Chitty by his Attorney Mootah Chitty Sheu Ranga Rajah



Rajah Pillah by his Attorney Mootah Chitty Felix Victor Amalric Surviving Partner of Jacques Christophe Gauzebat and Felix Victor Amalric by his Attorney Pellicat Plantamor by his Attornies Jean Duval and Seward Company of London and Isabella Milne of Mylnefield in the County of Perth in North Britain Spinster by her Attornies William Petrie and Charles Binny of Fort Saint George aforesaid Esquires Creditors respectively upon Bond Complainants and Edward Lourdan Executor of Francis Lourdan 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 several Exhibits Annexed Marked A. N. 182. B. N. 182. C. N. 182. D. N. 182. E. N. 182. F. N. 182. G. N. 182. H. N. 182. I. N. 182. K. N. 182. L. N. 182. The Defendants Answer with Copies of Four Accounts Current and List of Bond Creditors Annexed, The Replication, The General Rejoinder, Two Exhibits on the Part of the Complainants On Hearing the Pleadings made Use of by the Attornies and due Consideration had thereon, This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Edward Lourdan do pay out of the Estate and Effects of Francis Lourdan Deceased unto the Complainants Edwards Cotsford the Sum of Eight Thousand Nine Hundred and Ninety Four Pagodas Twenty Six Fanams and Twenty Cash 8994.26.20 / Quintin Crawford the Sum of Twelve Thousand and Ninety Eight Pagodas Twenty Six Fanams and Forty Cash 12,098.26.40 / John Turing the Sum of Seven Thousand and Fifty Nine Pagodas Twenty Six Fanams and Six Cash 7059.26.6 / Henry Crawford the Sum of Eight Thousand Two Hundred and Five Pagodas Thirty Seven Fanams

Agt. Ally Saheb Cotanda Ramah Chitty
Protr. and heirs of Ragava Chitty by
his Attorney Mootah Chitty Sinr. Ranga
Rajah Pillah by his Attorney Mootah
Chitty Felix Victor Amalric Surviving
Partner of Jacques Christophe Jurjebat
and Felix Victor Amalric by his Attorney
Rollet Plantamour by his Attorneys
Jean Duval and sons and Company
and Isabella Mylne by her Attorneys
William Petrie and Charles Binny Respondents

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 Humble Mayors
Court together with the Decree of the said Court given in this Cause and
Saturday the 13th 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 Humble the Mayors Court do
Stand Affirmed and that the Appellants Petition be hence Dismissed
With Costs

Chas. N. White Clk

Fanams and Twenty Cash of Pagodas 18205.37.20. Josias Du Pre Porcher
the Sum of Five Hundred and Twenty Four Pagodas Twenty Nine Fanams
and Forty Eight Cash of Pagodas 524.29.48. Peter Perkins the Sum
of One Thousand Seven Hundred and Twenty One Pagodas Nine Fanams
and Sixty Cash of Pagodas 1771.9.60. The Estate of Ragava Chitty
the Sum of Three Thousand Seven Hundred and Seventy Seven Pagodas
Three Fanams and Seventy Eight Cash of Pagodas 3777.3.78. Three
Rangah Rajah Pillah the Sum of Two Thousand One Hundred and
Twenty Two Pagodas Twenty Six Fanams and Twenty Cash of Pagodas
10122.26.20. Messrs. Gouzebant and Amalrick the Sum of Eleven
Thousand Two Hundred and Sixty Pagodas and Forty Fanams of Pagodas
11260.40. and Isabella Mylne the Sum of Two Thousand and
Twenty Pagodas and Thirty Six Cash of Pagodas 2020. 36 Together
With Interest thereon from the first day of October One Thousand Seven
Hundred and Eighty Seven until full payment is made also all Costs
of this Suit

Chas. N. White Clk

Court of Appeals
at
Madrapatnam

Saturday the 22d August
Anno Domini 1789

Between Edward Lourdan Executor of
Francis Lourdan Deceased Appellant and
Edward Stafford by his Attorney Edward Stevens
Holland Quintin Crawford by his Attorney
George Moubray Stevens Turing Henry Crawford
Josias Du Pre Porcher Peter Perkins by his
Attornies James Anne and Laurence Rowlandson
Agently

Filed 22. Sept.r 1789

To the Honble the Mayor's Court at Madrasspatnam

In the Cause of Henry Readhead George Readhead by his Attorney Henry Readhead and Thomas Readhead by his Attorney Josias Du Pre Porcher Surviving Legatees under the last Will and Testament of John Readhead Deceased Complainants

and

James Henry Casamaijor William Petrie and Alexander Brodie Executors of the Last Will and Testament of the said John Readhead Defendants

The Humble Petition of Benjamin Roebuck Senior Merchant in the Service of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George and Acting Attorney or agent for the said William Petrie

Sheweth That the above Named Complainants having on the twelfth Day of December which Day was in the Year of Our Lord One Thousand Seven hundred and Eighty Eight filed their Bill of Complaint in this Honble Court against the above Named Defendants James Henry Casamaijor William Petrie and Alexander Brodie and having Leave afterwards to wit and the twentieth Day of January in this present Year of Our Lord One Thousand Seven hundred and Eighty Nine filed an Amended Bill, the said Defendant William Petrie did on the third Day of February then following and now last past put in his Answer thereto and did

Shortly

(313.)

Shortly afterwards depart the Jurisdiction of this Honble Court for Europe, that the Complainants on the first Day of March last past filed their Replication and therein Set forth new matter and which is wholly Unknown to Your Petitioner and did also Annex thereto certain Letters said to be a Correspondence between the said William Petrie and some of the Creditors of the Estate of the said John Readhead Which as Unexpected was unprovided for by the said William Petrie and his instructions to Your Petitioner who being by Reason thereof rendered incapable of filing such a Rejoinder thereto as would prove sufficient or as the said William Petrie has at his power to do did on the First day of September last file a Petition and Affidavit in the said Cause and Pray this Honble Court that for certain Reasons therein contained they would be pleased to extend their indulgence in Allowing him a Period of two Years to consult the said William Petrie thereon and receive the Necessary to Rejoin to the said Replication of the said Complainants

That this Honble Court were Pleased to take the said Prayer into their Consideration on the Eighteenth Day of this Instant September and to Order the said Petitioner and Affidavit to be dismissed with Costs and that Issue should Join in the said Suit

From all Which Circumstances Your Petitioner is remediless in the Premises and the said William Petrie Your Petitioner's Constituent and the Defendant in the said Cause

Cause Must be most essentially and irreparably injured unless this Hon^ble Court be pleased to extend their indulgence and Allow him the Liberty of Appeals from the said Order

Your Petitioner therefore Most humbly Prays that he may be Permitted to Appeal from the said Order of the Eighteenth Instant to the Hon^ble the Court of Appeals and Your Petitioner

Shall Ever Pray

J. Topham
J. Stuart Halls } Attornies for Pet^r



Filed 27th Nov^r 1789

To the Hon^ble the Mayor &
Court at Madrass Patnam

The Humble Petition of Henry Dupuy
Stephen Popham Peter Walker James Stuart Halls
and George Chalmers Attornies of this Honorable
Court on behalf of themselves and of Charles Baker
and Pullein Spencer two other Attornies thereof
and who have had Permission of this Honorable
Court to depart from Madrass for the Purposes stated
in their Respective Petitions

Sheweth

That Your Petitioners have Respectively since their
admission as Attornies of this Honorable Court devoted their time and
Attention to the Execution of their Duty as Attornies and to the furthering the Interests of their Employers

That on the 20th of December 1782 on Account of there
Nothing Sufficient Business for the Attornies of this Court a Resolution
Passed to limit the Number to six Attornies

That Your Petitioners Henry Dupuy and Stephen Popham
with the other Attornies then Practising in this Honorable Court considered
the said Resolution as a Mark of that Protection to their Interest which
their Conduct justly merited, while the Resolution carried with it this
Evident Good to the Community that it prevented their being burdened
with

With a greater Number of Lawyers than was requisite for the Legal Discussion and Management of the Controversies and Concerns of Madras

That on the Like Principles the Number of Attorneys at Calcutta has been limited

That it has happened for Reasons best known to the Honorable Board to increase the Number of Attornies to eighteen since the said Resolution was passed

That the Business of the Court is Nearly the same at this time as when the said Order passed for on that Day there were One hundred and Ten Causes on the Minutes of the Court and on this Day there are One Hundred and Twelve Causes thereon and there are seven Attornies more on the Roll of this Court

That it is fair to infer that if any more Attornies be admitted they must be tempted to be create and foster Litigation in Order to obtain the Means of Livelihood at the same time that such Increase must tend to prejudice the Interests of Your Petitioners who have proved their Zeal to merit the Protection of this Court by the very confined Number of Suits which are now Pending therein

Your Petitioners therefore pray that the said Resolution of the 20th of Decr 1782. be reformed and that this Court by Rule and Order enforced the same by Resolving Decr Revd That the Number of Attornies be limited to Eighteen and that no Vacancy happen till the Number be less than Six

Nov.r 10th 1784

H.n Du Pre
J. Popham
J. Stuart Hall
G. Gralmen



Filed 31st Oct.r 1788

## To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Venkatakistnadas of Madras Inhabitant by his Attorney Francis D'Aboun of the same place Inhabitant That Cootumyaukum Periayabalen of the same Inhabitant stands justly and truly indebted unto Your Orator in the Sum of Fifty eight Pagodas forty Fanams and Thirty One Cash Current Money of Madras Making in sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the Sum of Twenty three Pounds and Eleven Shillings or thereabouts as will More fully and at large Appear by the Copies of an Account Current and Bond Signed and thereunto Annexed for the inspection of this Hon.ble Court and which Your Orator prays May be Admitted as part of this his Bill of Complaint The Originals whereof Your Orator's 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 hath frequently and in a kind and amicable Manner Requested Payment from the said Cootumyaukum Periayabalen of the said Sum of Fifty eight Pagodas forty Fanams and Thirty One Cash Current Money of Madras

Nevertheless So it is May it please this Hon.ble Court the said Cootumyaukum Periayabalen Obstinately and Wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a General Relief as to this Hon.ble Court shall Appear Agreeable to Equity and good Conscience And to the End therefore that the said Cootumyaukum Periayabalen may upon his Corporal Oath fully True Direct and Perfect Answer make to all and singular the Matters and things herein before set forth and Alledged as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly Interrogated and that she may be Decreed to pay unto Your Orator the aforesaid Sum of Fifty eight Pagodas forty Fanams and Thirty One

One Cash with Shall Bear Interest as now is or shall Hereafter become due
thereon also all Costs of this Suit

Wherefore Pleas this Honble Court to cause the said Costumpaukum Periayah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and his Districts thereof personally to be and Appear before this Honble Court at a certain Time and Place to be by this Honble Court prefixed and Appointed & then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

J. Stuart Hall
Atty Complainant

This 21st Day of Octr 1788

This Bill was shewn to me in the Days of Sequestment Vide Summons issued thereon

Mal Court Day

Edwd Gannon
Mayor

Dr Costumpaukum Periayah in Acct Curt with Venkatakistnah Cr

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 1781 Octr | 20th | To 1 New Cayet Cloth Vest Valued at | | 20 | - | - | 1788 Octr | 20th | By Balance due to me | 58 40 31 |
| | | To 1 Cayet Embroidered Waistcoat Gold Lace | | 10 | - | - | | | | |
| | | To 1 Suit of Ivory Buttons | | 2 | - | - | | | | |
| | | | | 32 | - | - | | | | |
| 1788 Octr | 20th | To Interest on Ditto to this Day 7 Years at 12 pr Cent pr Annum | | 26 | 40 | 31 | | | | |
| | | Pagodas | | 58 | 40 | 31 | | | Pagodas | 58 40 31 |

Fort Saint George 20th Octr 1788

Errors Excepted

Venkatakistnah

This Copy
J. Stuart Hall
Atty Complainant



To all People to whom these Presents shall come Greeting Whereas Costumpaukum Periayah of Madras Inhabitant in the Balance of an Account Current bearing date Twenty fifth Day of October in the Year of Christ One Thousand Seven hundred and Eighty Eight became indebted to Venkatakistnah of the same place Inhabitant in the Sum of Fifty Eight Pagodas forty Fanams and Thirty One Cash as by the said Account Current may Appear And Whereas there is now due to the said Venkatakistnah on Account thereof the said Account Current the Sum of Fifty Eight Pagodas forty Fanams and Thirty One Cash Now know Ye that the said Venkatakistnah for a Valuable Consideration and for and in Consideration of the Sum of Five Pagodas to him in Hand paid by Francis D'Abreu of Madras Inhabitant the said Venkatakistnah has Assigned and Set over and by these Presents Doth Assign and Set over unto the said Francis D'Abreu the said Account Current And the Money due and Owing or that may become due and Owing thereon and all his right Title and Interest of and to the same and the said Venkatakistnah for the Consideration aforesaid has Made Constituted and Appointed and by these Presents Doth make Constitute and Appoint the said Francis D'Abreu his Executors and Administrators his true and Lawfull Attorney or Attornies irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the Sole and Proper use and Benefit of the said Francis D'Abreu his Executors Administrators and Assigns to Ask Require Have and and Receive of the said Costumpaukum Periayah his Executors and Administrators the Money due on the said Account Current And on Non Payment thereof he the said Francis D'Abreu his Executors and Administrators to Sue for and Recover the same and on Payment thereof to deliver up and Cancel the said Account Current and give Sufficient Release and Discharge therefor And Generally one or more Attorney or Attornies under him to Constitute and What soever the said Francis D'Abreu or his Attorney or Attornies shall Lawfully do in the Premises the said Venkatakistnah Doth hereby

hereby Allow and Affirm and the said Venkatakistnah Doth Covenant
With the said Francis D'Auvergne that he the said Venkatakistnah shall
Not Receive nor will Receive the said Money Due and the said Account Current
or any part thereof Neither shall Answer will Release or Discharge the same or any
part thereof But will Own and Allow all lawful Proceedings of him the
said Francis D'Auvergne saving the said Venkatakistnah harmless of and
from Costs that may happen to him thereby In Witness whereof the said
Venkatakistnah has hereunto Set his hand and Seal in Madras this
twenty seventh Day of October in the Year One Thousand Seven Hundred and
Eighty Eight

/Signed/ Venkatakistnah (L.S.)

Signed Sealed and Delivered
Where no Stamp't Paper is to be
had in the presence of
Signed

A true Copy
J. Stuart Hall
Atty Complainant

Filed 27th Feby 1789

The Amended Answer of
Cottumpauchum Pariayah of Madras
Inhabitant Defendant to the Bill of Com-
plaint of Venkatakistnah of the same
place Inhabitant by his Attorney Francis
D'Auvergne also of the same place Inhabitant
Complainant

This Defendant Now and at all Times hereafter Saving and
Reserving to himself all and all manner of benefit and Advantage of
Exception



Exceptions to the Many Errors Uncertainties Untruths Insufficiencies and Imper-
fections in the Complainants said Bill of Complaint for Answer thereunto
or unto so much thereof as he is Advised is material or Necessary for him
to make Answer unto he Answereth and saith That he absolutely denies
he stands indebted unto the Complainant either in the Sums of Fifty Eight
Star Pagodas forty Fanams and Thirty One Cash or in any other Sum or
Sums of Money whatever on the Contrary the Complainant stands justly
and truly indebted to this Defendant in the Sum of Forty three Star
Pagodas Eighteen Fanams and Sixty Cash as will more fully and at large
Appear Appear by the Copy of an Account Current hereunto Annexed for
the inspection of this Honble Court which he prays may be taken
to be taken as part of this his Answer This Defendant further Answereth
and Saith That during the Time that he was very difficult to be procured
and at Madras this Defendant Supplied the Complainant with
Different Quantities thereof and other Grain and also at other times
With some other Articles Agreeably to the said Account Current upon
Which he Subsisted with his Family for some time but at length he
left Madras in hopes of getting Provisions in greater plenty elsewhere
That upon his Departure the Complainant left with this Defendant
this Cot and Carpet for the Amount of which he is now sued and desired
this Defendant to keep them till he returned which he Accordingly did
and has heretofore Tendered them and particularly before the Commence-
ment of this Suit and he has them now ready to be restored to him having
Never made any Use thereof This Defendant says That the utmost Value of
the said Cot which now could not be more than Two Pagodas or of the
Carpet more than One and a half of a Pagoda and the Pictaus herewith
Received and this whole Account is only made out in Order to prevent
This Defendant from insisting upon the Account of what is Justly
due to him and in consequence of some Disputes that have Arisen
between

(1334)

Extract from Country Translation Book of Mr. Stanhope

Mr. Nicholas Walters and Mr. Stephen Lee Dr. to Cash and Bills received of Venkatachellum Pauchum Pariyah to the 20th Feby 1788 Inclusive

Signed P. Cottumpauchum Pariyah

Mr. Nicholas Walters

Translation of the Account Current with Cottumpauchum Pariyah

Dr.

| | | | | | |
|---|---|---|---|---|---|
| 1780 June | 10th | To Rice delivered the Vessel at seven Times from 2d Augt to last | | | |
| | | To Hire Day for | 4m | 11 | 40 |
| | | To Boat hire delivered | | | |
| | | To Ditto for | " | 40 | 60 |
| | | To Cash paid | 4 | " | " |
| | | | | 19 | 16 20 |
| 1788 Feby | 20th | To Ditto | 1 | " | " |
| Augt | 30th | To Pair of Mans Cotta | 1 | 11 | 40 |
| Septr | 30th | To Cash paid | 3 | " | " |
| | | | 3 | 11 | 40 |
| October | 20th | To Lieutenant Pagd | 19 | 16 | 20 |
| | | 10th September 1780 to this Day being 8 Years 1 Month and 10 Days at 12 p Cent p Annum | 18 | 37 | " |
| | | Pagodas | 43 | 18 | 60 |

Madras 20th October 1788

Errors Excepted

Cr.

| | | | | | |
|---|---|---|---|---|---|
| 1788 Octr | 20th | By Balance | 43 | 18 | 60 |
| | | Pagodas | 43 | 18 | 60 |

Signed Cottumpauchum Pariyah

Attest Geo. P. Walters

Attest for Dfendt

Attest Translation to the best of my knowledge from the Malabar Language

Ramaswamy

Interpreter

(1335)

1338.

Filed 24th March 1789

# The Amended Replication

of Venkatakistnah by his Attorney Francis De Abreu of Madras Inhabitant Complainant to the Amended Answer of Cottumpauchaw Pariayah of the same place Inhabitant Defendant

This Replicant Now and at all times hereafter saving and Reserving to himself all and all manner of benefit and Advantage of Exception to the manifest Insufficiencies Uncertainties and Imperfections in the Defendants said Answer contained for Replication thereunto saith that all and every the Matter and things in and by his said Bill of Complaint already Charged and Declared he will justify maintain and prove to be good certain and sufficient in the Law to be Answered unto in such manner as the same are therein and hereby Set forth and Declared and that the Answer of the Defendant is untrue and insufficient in the Law by this Replicant to be Replied unto for divers Manifest imperfections and uncertainties therein Contained That Benefit of Exception whereunto being now and at all times said unto this Replicant by his Attorney saith that he will justify and prove to the Satisfaction of this Honble Court that the said Defendant is justly and truly indebted to him in the said Sum of fifty eight Star Pagodas forty fanams and thirty One Cash in manner and form as is stated and Set forth in his said Bill of Complaint and of which the Defendant is thoroughly convinced and Doth in his conscience well know Therefore and for such Reasons this Replicant cannot possibly be indebted to the Defendant in the Sum of forty three Pagodas Eighteen fanams and sixty Cash as he Erroneously unjustly and illegally stated Set forth and Charged in his said Amended Answer to this Replicants said Bill of Complaint and particularized in a Schedule Annexed thereto to his said Answer Amended Sincerely to and Questioned of this Defendant

1339.

Defendant in his said Answer contained that the said and Carpet in Dispute Were left in the care of the Defendant by this Replicant on his this Replicants Departure from Madras this Replicant saith that sometime in or about the Year of Christ One Thousand Seven hundred and Eighty three at Marriage Was had and Solemnized in the House of the Defendant whose for and Some Reward Money desired this Replicant to lend him the said Carpet and Cap this Replicant complied therewith and at the same time lent him the Pichatawes which he the Defendant now pretends he never Received sometime afterwards this Replicant Requested a Return of the said several Articles from the Defendant but he constantly evaded so to do all the time this Replicant was under the Necessity of leaving Madras Proceeding to the Southward and Remaining there a considerable Time, During which he frequently Required the Defendant to Return the said Carpet the said Cap and the said Pichatawes but he absolutely refused to comply therewith and was intent only on Oppressing this Replicant and Aggrieving him of his property so that this Replicant Was reduced to the Necessity either of Submitting to the Tyranny insult and Oppression of the Defendant or of seeking redress for the injuries he had Received by an Appeal to the Justice and Equity of this Honble Court this Replicant did therefore and under such Circumstances file his said Bill of Complaint Against the said Defendant for the said Sum of Fifty Eight Star Pagodas forty fanams and thirty One Cash as the just and proper Value of the said Carpet the said Cap and the said Pichatawes so withheld from him by the said Defendant as above set forth And this Replicant further Sheweth that immediately on filing the said Bill of Complaint the Defendant did call upon this Replicant and offer him and sold Cap and at all a Carpet as the Articles for which this Replicant had filed his said Bill of Complaint but this Replicant knowing the contrary to be the truth and suspecting at the Instigation of the Defendant Refused the accept of them indeed they were so worthless that the only place fit for them was a

(1240)

Dunghill This Replicant saith that the pretended Ballance of forty three Pagodas Eighteen fanams and sixty Cash drawn from this Account Current Now sued upon against him by the Defendant and Annexed to his said Answer is erroneous wholly untrue and altogether inconsistent for this Replicant saith that previous to his sending the said above mentioned Articles to the said Defendant she advanced him the said Defendant a sum of Money for the purpose of providing a quantity of Rice and other Articles of which this Replicant was then in want and the Defendant did accordingly supply him with the same to the Amount of the said Sum so Advanced by this Replicant as above stated and the Transaction was then and there long since finally closed so that the said Account Current Annexed by the said Defendant to his said Amended Answer is brought forward for no other purpose than that of attempting to harrass and distress this Replicant and by Litigation and such like unjust means prevent him from receiving his Property which this Replicant is anxiously to secure that which by right belongs to him and unconnected with any party or family dispute between them on a broad basis of impartial Justice

All which Matters and things this Replicant is ready and Willing to aver Maintain and prove as this Honble Court shall direct and humbly Prays as in and by his said Bill he has already Prayed

J. Stuart Hall
Atty for Replt



Filed 28th April 1789

General Rejoinder of Cullum Ipaukum Varya Moodaly of Madras Inhabitant Defendant to the Replication of Muccatabistuen of the same place Inhabitant by his Attorney Francis Deabrew also of the same place Inhabitant Complainant

This Defendant Now and at all times hereafter saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the Uncertainty and Insufficiency of the said Complainants Replication for Rejoinder Saith that the Defendants said Answer is true Certain and Sufficient in the Law to be Replied unto and this and all the said Answer he this Defendant is ready and Willing to aver and Maintain all and every thing and things therein to be true and certain in such Manner as therein is Alledged and Expressed and this Defendant also saith that the said Replication of the said Complainant is uncertain and insufficient in the Law to be Rejoined unto by this Defendant for divers defects and Imperfections therein Contained

All which Matters and things this Defendant is ready and Willing to aver Maintained and proved in such manner and form as this Honble Court shall direct and therefore humbly Prays as before in his said Answer he hath already Prayed

P. Walker
Atty for Defendant

To Ramanjaloo Chilly Tripleeane Annachellum Moodelly Venkatachellum Moodelly Vurdayjah Moodelly and Audeyjah Moodelly

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending and at Issue in the Hon^ble the Mayor's Court at Madrass pat. and wherein Meuna Neuta Kistnaah by his Attorney Francis D'Abreu of Madrass Inhabitant is Complainant and Coottumyaukum Peroyah of the same place Inhabitant is Defendant

1st Interrogatory To all the Witnesses } Do you the part and behalf of the above Named Complainant or Defendant and the Title of these Interrogatories Know or do you not know the Parties Complainant and Defendant and the Title of these Interrogatories If Yea how long have You so known them or either and which of them and Declare

2. Interrogatory --- To Ramanjaloo Chilly Tripleeane Annachellum Moodelly and Venkatachellum Moodelly --- } Did You or did You not know that an Embroidered Cap and a Carpet with Sand Lory Tickitaw Lend about the Month of October and in the Year of Christ One Thousand Seven hundred and Eighty One and did You or did You not see the same Delivered by the Complainant in the Title of these Interrogatories Named to the above Named Defendant and whether the Defendant did or did not so borrow the same from the Complainant for the purpose and use of a Wedding If Yea declare the Knowledge You have of the Circumstance and to the best of Your knowledge and belief what the same or either and which of them may respectively be worth as also whether the Value thereof was claimed by the above Named Complainant in consequence of his having Appropriated them to his own use or how otherwise he should have disposed of them or been entitled to a fair and Reasonable Equivalent Show the whole therefore to the best of Your knowledge Recollection and Belief together with such the Reasons of Your belief fully Declare

3. Interrogatory To Venkatachellum Moodelly and Annachellum Moodelly --- } Were You or were You not present some time and what time after the above Suit had been instituted Whether the above Named Defendant sent a Cap and Carpet to the Office of Mr Laurie Stuart Hall purchasing them to be Returned by the above



Named Complainant to the Defendant If Yea were they or were they Not much of Less Value than of a different Kind and of far less Value than those really sent by the Complainant to the Defendant or how otherwise How much to the best of Your Recollection and belief declare

4th Interrogatory To Vurdayjah Moodelly & Audiyjah Moodelly: Did or did not the Defendant some time in the Month of August which was in the Year of Christ One Thousand Seven Hundred and Eighty Eight or in some one and what other Month and Year previous the above Named Complainant at his Marriage with a certain Cottimo Returned for one which the Defendant did formerly receive at his Wedding from the Complainants Ancestors or how otherwise If Yea is or is not a proper Custom in the Cutes of Your Cast to do Declare How much to the best of Your Knowledge Recollection and belief

5th Interrogatory Ditto Ditto } Were You or were You not in Company with the Complainant and Defendant at a Wedding some time ago and or about the Month of September and in the Year of Christ One Thousand Seven hundred and Eighty Eight or at some and what time when the Defendant was common with the rest of the Company present given to some of the Dancing Girls three Pagodas or some and what other Sums of Money If Yea Mark or was not the same done with the free Will and Consent of the Defendant and for his own Account or how otherwise declare the same to the best of Your knowledge Recollection and belief

Last Interrogatory To all the Witnesses } Do You know of any other Matter Cause or Thing or can You doubt for the Benefit and Advantage of the Complainant in this Cause and the Title of these Interrogatories Named If Yea declare the same as You know have heard or do believe together with Your Reasons for such Your Belief as fully and Effectually as if You had been thereunto particularly Interrogated and the whole Truth declare

J. Stuart Hall
Atty for Compt.

Mayor's Court at Madrasapatnam

Between Venkatakistnaah by his Attorney Francis D'Ahrew of Madras Inhabitant Complainant and Cottumpauhunni Peraya by his Attorney of the same place Inhabitant Defendant

On the Part of the Complainant

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

Ramanjaloo Chitty Cuscoply of Madras Aged Thirty Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Twenty Eight Day of May One Thousand Seven hundred and Eighty Nine Sworn & Examined at the Office of Mr Peter Walker who is Attorney for the Defendant by One of my Servants who also left with a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that she doth know the Complainant Venkatakistnaah in this Cause and that she hath so known him Twenty Years or thereabouts and that she doth know the Defendant Cottumpauhunni Peraya also in this Cause and that she hath so known him Twenty Years or thereabouts And answereth she said Book to this first Interrogatory

2 ..... To the Second Interrogatory this Deponent saith that she doth not know that an Embroidered Cape and a Carpet two Bandkerchiefs and Ivory Ticktaw was sent to or about the Month of October and in the Year of Christ One Thousand Seven Hundred and Eighty One and further saith that she did not see the same Delivered by the Complainant in the Bill of this Interrogatories Named to the above Named Defendant This Deponent saith that she doth not know if the Defendant did borrow the same from the Complainant for the Purpose and Use of a Wedding and further saith that she doth not know the Value assigned to the said Articles by the Complainant in the Book to the said and Value Worth of the same And answereth she said Book to this Second Interrogatory

So



To the last Interrogatory this Deponent saith that previous to the Departure of Colonel Owins for Europe he represented the Complainants Father with the aforesaid Carpet The Embroidered Cape was given to the Complainant by a Taylor who usually worked for the Colonel And the Ivory Ticktaw was purchased by the Complainant himself And answereth she said Book to this last Interrogatory

Joseph Shawe

Sworn &c

Mayor's Court at Madrasapatnam

Between Venkatakistnaah by his Attorney Francis D'Ahrew of Madras Inhabitant Complainant and Cottumpauhunni Peraya also of the same place Inhabitant Defendant

On the Part of the Complainant

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

Examined

Triplicane Arnachellum Mandelly Dubash of Triplicane Aged forty four Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the Twenty eighth Day of May One Thousand Seven hundred and Eighty Nine Sworn & Examined at the Office of Mr Peter Walker who is Attorney for the Defendant by One of my Servants who also left with a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Venkatakistnaah in this Cause and that he hath so known him Fifteen Years or thereabouts And that he doth know the Defendant Cottumpauhunni Peraya also in this Cause and that he hath so known him Fifteen Years or thereabouts And answereth he said Book to this first Interrogatory

2

at the Office of Mr. Peter Walker who is Attorney for the Defendant by Order from whom he also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent saith, that he doth know the Complainant Venkatachellam this Cause, and that he is a Native of this Place, and that he knows him from his Infancy and that he doth know the Defendant Cottumpauthunn Penagaby in this Cause, and that he hath known him fifteen Years or thereabouts And more he saith not to this first Interrogatory

2d To the Second Interrogatory this Deponent saith, that he doth know that the Defendant Requested of the Complainant to Lend him an Embroidered Cape and a Carpet with and Ivory Picktaw on or about the Month of October and in the Year of Christ One Thousand Seven hundred and Eighty One and further saith, that he did see the same delivered by the Complainant to the Father of the Interrogs Named to the Defendt This Deponent saith that the Defendant did Request the Loan of the above Articles for the purpose and Use of a Wedding and further saith, that the Embroidered Cape Valued at Ten Pagodas the Carpet at Twenty Pagodas and the Ivory Picktaw at Two Pagodas are Undoubtedly Worth the prices so Estimated by the Complainant and more he saith not to this Second Interrog

3d To the Third Interrogatory this Deponent saith, that he was present four or five Days after the above Suit had been instituted when the above Named Defendant sent a Cape and Carpet to the Office of Mr. James Stuart Hall pretending them to be those the Complainant requested to have Lent him and further saith, that they were in point of worth insensibly to those aforesaid Articles And more he saith not to this or to the last Interrogatory

Joseph Sharne Ext.



2nd To the Second Interrogatory this Deponent saith, that he doth know that an Embroidered Cape and a Carpet with and Ivory Picktaw was Lent over about the Month of October and in the Year of Christ One Thousand Seven hundred and Eighty One and further saith, that he did see the same delivered by the Mother of the Complainant to the above Named Defendant This Deponent saith, that the Defendant did borrow the same from the Complt for the purpose and Use of a Wedding and further saith, that the Embroidered Cape estimated at Ten Pagodas the Carpet at Twenty Pagodas and the Picktaw at Two Pagodas are in the Opinion of this Deponent fair and Equivalent And more he saith not to this Second Interrogatory

3d To the Third Interrogatory this Deponent saith, that he was present some time after the above Suit had been instituted when the above Named Defendant sent a Cape and Carpet to the Office of Mr. James Stuart Hall pretending them to be those the Complt was directed to have Lent him and further saith, that they were in point of worth inferior to those aforesaid Articles And more he saith not to this or to the last Interrogatory

Joseph Sharne Ext.

Mayor's Court at Madrasapatnam

Between Venkatachellum Mandelly Complainant by his Attorney Francis D'Abreu of Madras Inhabitant

and Cottumpauthunn Penagaby of the same place Inhabitant Defendant

On the Part of the Complainant

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

Venkatachellum Mandelly Coringoply of Madras Aged Thirty two Years or thereabouts being produced as a Witness in this Cause On the part of the Complainant was on the twenty eighth Day of May One Thousand Seven hundred and Eighty Nine duly

1346.

Mayor's Court at Madraspatanam

Between Venkatakistnaby his Attorney Francis De Abreu of Madras Inhabitant Complainant and Cottumpauchum Penayah of the same Place Inhabitant Defendant

On the Part of the Complainant

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

Vundapah Woodelly Dubash of Madras Aged Twenty six Years or thereabouts being produced as a Witness in this Cause on the Part of the Complt was on his Oath duly sett a Day of May One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr Peter Walker who is Attorney for the Defendant by one of my Servants who also left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ... To the first Interrogatory this Deponent saith that he doth know the Complainant Venkatakistna in this Cause and that he hath known him fifteen Years or thereabouts and that he doth know the Defendant Cottumpauchum Penayah in this Cause and that he hath known him fifteen Years or thereabouts And answereth as to this first Interrogatory

4th ... To the fourth Interrogatory this Deponent saith that the Defendant did some Time in the Month of August which was in the Year of Christ One Thousand Seven Hundred and Eighty eight present the above Named Complt at his Marriage with a certain Doll but cannot say if it was returned for one which the Defendant did formerly receive at his Wedding from the Complts Ancestors and further saith that it is a prevalent Custom in the Cuttra of this Cast so to do And answereth as to this fourth Interrogatory

5th ... To the fifth Interrogatory this Deponent saith that he was in company with the Complainant and Defendant at a Wedding some Time in the

1347.

Month of September and in the Year of Christ One Thousand Seven Hundred and Eighty eight at which Time this Deponent did not see the Defendt give any Money by way of present to the Dancing Girls the Defendant however mentioned to this Deponent that he had given some Money to the said Dancing Girls And more he saith not to this or to the last Interrogatory

Joseph Shame
Exd

Mayor's Court at Madraspatanam

Between Venkatakistnaby his Attorney Francis De Abreu of Madras Inhabitant Complainant and Cottumpauchum Penayah of the same place Inhabitant Defendant

On the Part of the Complainant

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

Vundapah Woodelly Painter of Madras Aged twenty eight Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the thirteenth Day of May One Thousand Seven Hundred and Eighty Nine Signified at the Office of Mr Peter Walker 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 ... To the first Interrogatory this Deponent saith that he doth know the Complainant Venkatakistna in this Cause and that he hath known him Ten Years or thereabouts and that he doth know the Defendant Cottumpauchum Penayah in this Cause and that he hath also known him

him Ten Years or thereabouts— And more he saith not to this first Interrogatory

4th ——— To the fourth Interrogatory This Deponent saith, that the Defendant did come time in the Months of August which was in the Year of Christ One Thousand Seven Hundred and Eighty Eight, Previous the above Named Complts at his Marriage with a certain Cloth, but doth not know if it was in the room for and which the Defendant did formerly receive at the Wedding from the Complainants Ancestors— and further saith, that it is a prevalent Custom in the Caste to do— This Deponent Saith, that he was in Company with the Complainant and Defendant at a Wedding some time in the Months of September in the Year of Christ One Thousand Seven Hundred and Eighty eight but neither did he ever hear of the Defendt having given any Money to the Dancing Girls— And more he saith not to this or to the last Interrogatory—

Joseph Shane

The Mark
of Pudiayah Moodelly

In
Singapa Moodeliar
Chingalvaroy Moodeliar
Cundappan

Interrogatories to be Exhibited on the Part of the Witnesses as shall be produced Sworn and Examined in a certain Cause now depending and at Issue in the Hon^ble the Mayor's Court at Madraspatnam Between Venatahistna of Madras Inhabitant by his Attorney Francis De Abreu of the same Place Inhabitant Complainant and Collumpan Chinna Pariayah alias of the same place Inhabitant Defendant

On the Part and Behalf of the Defendant.

(134

In all the Witnesses } 1st ——— Do you or do You not know the Parties Complainant and Defen
in the above Cause, Year how long have You known them any or either of them
Declare

Singapa Moodeliar ———
and
Chengalvaroy Moodeliar } 2nd — Look at the Carpet and Cayer now Exhibited before
at the time of this Your Examination Marked N°. 1. and
N°. 2. do You know of their being left by the Complainant to the Care of the
Defendant if Yea— when was it and upon what Account were they left—
Were they or were they not in as bad Condition when they were left with
Defendant as they are now— was the Defendant or was he not Accustomed
to Wear the Cayer or make use of the Carpet if so may— did he or did he not the
them as carefully as he could Under Your Care— did the Defendant or did
he not ever take the same from You until after the Notice sent by the Com
plainants Attorney at Law— did the Defendant or did he not thereupon
Tender the same to the Complainant were they or were they not left with
the Defendant by the Express desire of the Complainant to keep for him
until he returned do Madras what is the reasonable Value of the Carpet
and Cayer now shewn to You when they were New what were they worth
do You or do You not know of the Complainant having delivered any
Fia Faws to the Care of the Defendant at the time of his delivering the
said Carpet and Cayer Declare

Singapa Moodeliar
and
Cundappan ——— } 3rd — Look at the Exhibits Marked with the Letter A.
Are or are not the several Sums mentioned in the Debit
Side of the same Just and Right do You or do You not know of any Rice
or other kind of Grain being delivered by the Defendant to the Complai
nant if Yea— what was the Value of the Rice delivered in the Months
of September One Thousand Seven Hundred and Eighty was or was not
Rice and other Grain very Dear and very Difficult to be procured
at

(12)

all that shall be found due to the said Venkatakistnah on the Company's account, and Money by him advanced to Pardon the Publican, even the Balance due at that time, and I do hereby promise and oblige myself to pay the same to the said Company or their Order, on demand, without any Objection or Delay whatsoever, and for the more effectual Performance hereof I do hereby mortgage and pledge my Person and Effects, as well as those of my Heirs, Executors and Administrators, to the Company, and do hereby authorize the Company's Servants to seize and detain the same, or any Part thereof, in case I should fail to pay the Balance due from me to the Company, as above mentioned, and I do hereby promise to pay the Company Interest for the same at the Rate of Twelve per Cent. per Annum, from the Time the Balance shall become due, until the Payment thereof.

And I do hereby promise and oblige myself to pay the Company Interest for the Sum of Pagodas 43. 18. 60. at the Rate of Twelve per Cent. per Annum, from the 20th October 1788, until the Payment thereof.

In Witness whereof I have hereunto set my Hand and Seal, at Madras, this 20th Day of October 1788.

Witness

P. Mallet

Venkatakistnah

Dr. Venkatakistnah in Account Current with Coottumpauckum Pannyah. Cr.

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1780 | | | | | | | 1788 | | | | |
| Septr. | 10. | To Rice Delivered to You at Different Dates from 2d. Augt. last to this Day | 47. | 11. | 40. | | October | 20. | By Balance Due | 43. | 18. 60 |
| | | To Beating Rice Delivered to You | " | 40. | 60. | | | | | | |
| | | To Cundonlon Do. | " | 10. | " | | | | | | |
| | | To Cash Paid | 1. | " | " | 19. | 16. | 20. | | | |
| 1788 | | | | | | | | | | | |
| Febry. | 20. | To 1 Cloth | | | | 1. | " | " | | | |
| Augt. | 30. | To 1 Pair of Mans Cloths | | | | 1. | 11. | 40. | | | |
| Septr. | 8. | To Cash Paid | | | | 3. | " | " | | | |
| | | | | | | 24. | 27. | 60. | | | |
| Octr. | 20. | To Interest Pags. 19. 16. 20. from 10th September 1780 to this Day being 8 Years 1 Month and 10 Days @ 12 p.Cent p.Annum | | | | 18. | 37. | " | | | |
| | | Pagodas | | | | 43. | 18. | 60. | Pagodas | 43. | 18. 60. |

Madras 20th October 1788

Errors Excepted

Wheel Translations as near as can be from the Malabar Language

Ramaswamy Modeliar

1333.

This Exhibit Marked A. was shewn to Tagapala Moodelly Cundapaw and Mannagaroonmaulla at the respective times of their Examinations before named on the Part of the Defendant in certain Cause Now depending in the Honble the Mayors Court at Madraspatnam Wherein Nursaid Venkatakistna is Complainant and Cottumpauchum Parayadal Defendant was on the 29th June, and 2nd and 6th Day of July Anno Domini 1789

Joseph Shaw
Ex

Mayors Court
Madraspatnam

Between Venkatakistna of Madras Inhabitant by his Attorney Francis De Abreu of the same place Inhabitant Complainant and Cottumpauchum Parayadal also of the same Place Inhabitant Defendant

On the Part of the Defendant

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

Tiruppin Mandelian Native of Madras Aged forty Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the Second Day of July One Thousand Seven hundred and Eighty Nine Sworn Examined at the Office of Mr James Stewart Hallowbrie Attorney for the Complainant by Oneas Sangaranaido who also Interpreted a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz

1st To the first Interrogatory this Deponent saith, that he doth know the Complainant Venkatakistna in this Cause, and that he hath so known

him

hund Sid or Seven Years – and that She doth know the Defendant Nottingham Parish and Did this Cause, and that She hath been known him thirty Years or thereabouts – And more She saith Not to this first Interrogatory

2 ..... To the Second Interrogatory This Deponent hath Looked at the Carpet and Caps now exhibited before him at the time of this his examination Marked No. 1 & No. 2. and Saith that She has heard of the Carpet and Caps having been left by the Complainant to the care of the Defendant and further Saith, that it was about Six Years ago – but doth not know and what Account the Carpet and Caps were Left. This Deponent saith, that She is of Opinion that they were Under had a condition when they were left with the Defendant as they are now – And further saith, that the Defendant was not Reputed to make use of the Carpet the same being left to the care of this Deponent – with Respect to the Caps this Deponent Doth not know whether the Defendant made Use of them or not. This Deponent saith that She did not Even take the same from him until Six after the Notice sent by the Complainant's Attorney at Law and further Saith that She doth not know if the Defendant did thereupon Tender the same to the Complainant. This Deponent Saith, that She doth not know if they were left with the Defendant by the Request or desire of the Complainant to Keep for him until he Returned to Madras and further saith, that the Reasonable Value of the Carpet and Caps now shewn to him may be Worth about the Sum of Pagodas each. This Deponent Saith that when they were New, they might be worth about Two Pagodas each, and further Saith, that She doth not know of the Complainant having Delivered any Drawers to the care of the Defendant at the time of his Delivering the said Carpet and Caps – And more She saith not to this Second Interrogatory

3 ..... To the third Interrogatory This Deponent hath Looked at the Exhibit



Marked with the Letter A. and saith, that She doth not know of the Several Sums mentioned and the Debit Side of the same are just and right – and further Saith, that She doth not know of any Rice or other kind of Grain having been Delivered by the Defendant to the Complt. This Deponent Saith, that in the Year One Thousand Seven Hundred and Eighty Rice and other grain was Very Dear, and Very Difficult to be procured – and further Saith, that She doth not know whether the Complainant was Advanced any Money to procure the said Rice. This Deponent saith that She doth not know if ever the same was satisfied or paid for – and further Saith that She doth not know Whether the Amount of the said Rice and other things stated in the Account now produced to him is Really and Justly due from the Complt. to the Defendant This Deponent saith, that She doth not know if the Complainant has any other Demand whatever upon the Defendant except the Delivery of the said Carpet and Caps – and further Saith that She doth not know whether the said Rice and other Grain was delivered by the Defendant to the Complainant – Nor doth She know if the Defendant did inform the Complainant from time to time of the prices he should be charged for the same. This Deponent saith, that She doth not know if the charges in the said Account is the same as he said he should be charged at – and further Saith, that She doth not know if the Complainant Appeared Very thankfull for the said Rice and Grain as she had not Money to procure any elsewhere. This Deponent Saith she doth not know if the Compt. did faithfully promise to pay the Amount thereof as soon as he could get Conveniently – and further Saith that She doth not know if she did Lend the Money and provide the Chair and Palanquin Cloth agreeable to the said Account. This Deponent Saith, that She doth not know if the same has ever been paid for, or Returned, to the best of her knowledge – And More she saith not to this Third Interrogatory

To the last Interrogatory this Deponent Saith, That at the Time the Carpet in Question was left by the Defendant to the care of this Deponent the Complts Mother Accompanied by the Complt Himself there at Mercy came to the House of this Deponent and Observed, on seeing the said Carpet, that it formerly was the property of her deceased Husband, and that She gave it to the Defendant, he being Husband to her Sister - And further Saith, that the Complainant Mother sold to this Deponent a Cot for the Sum of three Pagodas this the Means of the Defendant - And more he saith Not to this Last Interrogatory -

Joseph Shaw Exr

Jangapah
Woodelliar

Mayor's Court at
Madras Patnam

Between Muncatakistna of Madras Inhabitant by his Attorney Francis De Abreu of the same place Inhabitant Complainant and Cottumpauchum Pariya Dubash of the same Place Inhabitant Defendant

On the Part of the Defendant

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

Cundayyan Merchant of Madras Aged Sixty Two Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the Twenty Ninth Day of June One Thousand Seven Hundred and Eighty Nine Sworn & Examined at the Office of Mr James Steward Hallwachis Attorney for the Complainant by Order of Court & was also first Sworn a Note of the Name Title and Place of Abode of the said Deponent and after wards the same Day being Sworn and Examined upon the Interrogatories

1357.

1st To the first Interrogatory this Deponent Saith, That he Knows the Complt Muncatakistna in this Cause, and that he hath been known him about twelve Years - and that he Knows the Defendant Cottumpauchum Pariyah in this Cause and that he hath been known him about the same space of Time And More he saith Not to this first Interrogatory

2d To the Third Interrogatory this Deponent Saith, That he hath looked at the Exhibit Marked with the Letter A. and Saith that the several Sums Mentioned and the Debit Side of the same is just and right and further Saith, That he Knows of Rice and other small Grain having been delivered by the Defendant to the Complainant - this Deponent saith That he did not recollect the Value of the Rice delivered in the Months of Septr One Thousand Seven Hundred and Eighty - and further Saith That Rice and other Grain was very dear and very difficult to be procured at that Time. This Deponent further saith That he did not know Whether the Complainant ever Advanced any money to purchase the said Rice or that the same was ever Satisfied or paid for - and further Saith, that he Knows believes that the Account of the said Rice and other things stated in the Account now produced to him is really & Justly due from the Complainant to the Defendant - this Deponent Saith that the Complainant has no other Demand whatever upon the Defendant except the delivery of the said Carpet and Cape and further Saith that when the said Rice and other Grain was delivered by the Defendant to the Complainant he did in from the Complainant from time to time of the prices of them but this Deponent says, that the Defendant did not mention that he would be charged at that rate for the same - this Deponent Saith, that the charges in the said Account and the same was the prices of Rice &c. here at the time that Article was supplied by the Defendant - and further Saith, that the Complainant did appear very

Thankfull for the said Rice and Graine as he had no money to procure
Them Elsewhere. This Deponent Saith That the Defendant Knows whether
the Complainant did promise to pay the Amount Thereof as Soone as he
Could get Some money by — and further Saith That the Defendant did
Purchase a Clair and at Many Times with his owne Money — and
Delivered them to the Complainant but this Deponent cannot say
Whether as a present or otherwise — Nor can he to the best of his knowe-
ledge say Whether the Complainant ever Returned or paid for the
aforementioned Articles to the Defendant — And Deponent saith Not
To this or to the last Interrogatory —

Joseph Shaw

Exd

Interrogatorie's to be exhibited Touch
Witnesses as shall be produced Summoned
Examined and a Certain Cause now depen-
ding at Law in the Honble the Mayor's
Court at Madraspatnam Between
Venicatakistna of Madras Inhabitant
by his Attorney Francis Dell Agent of the
Same place Inhabitant Complainant
and Coothumpauchund Parigaabdas of
the same place Inhabitant Defendant
On the Part and Behalf of the Defendant

To all the Witnesses } 1st Do You or Do You not Know the Parties Complainant and
Defendant in the above Cause if Yea how long have You known them any
or either of them Declare

To Mannaga- } 2 Look at the Carpet and Cap now Exhibited before You
roomaul } Marked A. and B. and Declare Whether You Know
the Same or either of them and how long have You known the Same
Declare



time of this Your Examination Marked A. 1. & A. 2. Do You know of their
being left by the Complainant to the Care of the Defendant if Yea when
Was it and Upon what Account were they left were they or were they not
in as bad Condition when they were left with the Defendant as they are
Now was the Defendant or was he not Accustomed to Wear the Cap or
Make use of the Carpet if any did he or did he not keep them as carefully
as he would Under the Cares of One Teagapa Modely did the Defendant or
did he not ever take the Same from him until after the Notice sent by
the Complainants Attorney at Law did the Defendant or did he not
Immediately Render the Same to the Complainant were they or were they
Not left with the Defendant by the express desire of the Complainant to
keep for him until his Return to Madras what is the Reasonable Value
of the Cap and Carpet now shewn to You when they were New what were
they worth Do You or Do You not know of the Complainants having Deli-
vered any Instrument to the Care of the Defendant at the time of his Deliv-
ering the said Cap and Carpet Declare

To Ditto 3 Look at the Exhibit Marked with the Letter A. and or an Account
the several Sums Mentioned in the Debit Side of the same Just and
Right Do You or Do You not Know of any Rice or other Kind of Grain being
Delivered by the Defendant to the Complainant if Yea what was the
Value of the Rice Delivered in the Month of September One Thousand
Seven Hundred and Eighty was or was not Rice and other Grain Very
Dear and Very Difficult to be procured at that time Do You or Do You
Not know whether the Complainant ever Advanced any Money to
Purchase the said Rice or Do You believe the same was ever satisfied or
Paid for And Do You or Do You not believe that the Amount of the said
Rice and other Things Stated in the Account now produced to You is
Really and Justly due from the Complainant to the Defendant and that
the Complainant has no other Demand whatever upon the Defendant

Except the Delivery of the said Cap and Carpet which the said Rice and other Grain was delivered by the Defendant or did he not in so far as the Complts Ground Time to time of the Price he should be Charged for the same and in so far as Not the Charges in the said Account Mentioned was the said he should be Charged in it Did the Complainant or did he not Appear very Thankfull for the said Rice and Grain as he had no Money to procure any elsewhere and did he or did he not faithfully promise to pay the Amount thereof as soon as he could get some money to- Did he or did he not also Lend the Money and Provide the Chain and Canvas Cloth agreeably to the said Account has the same been ever paid for or Returned to the Best of Your knowledge and belief Declare

For all other Witnesses

4th Do You know of any other matter or thing for or against You and or can You set forth any thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the Defendant Declare the same as You know have heard or do believe together With all Your reasons for such Your belief as fully clearly and effectually as if You had been thereto particularly Interrogated

J. Walker
Atty for Defendant

Mayor's Court at Madrespatnam

Between Venkatakistna of Madras Inhabitant by his Attorney Francis De Abreu of the same place Inhabitant Complainant and Cottumpauchum Pariayah alias of the same Place Inhabitant Defendant

On the Part of the Defendant

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



Mannapparoomaun Coneeply of Madras Aged Thirty three Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the Sixth Day of July One Thousand Seven Hundred and Eighty Nine Sworn and Examined at the Office of Mr James Stewart Hallowell an Attorney for the Complainant by and in the presence of Mr Francis De Abreu Inhabitant of Madras and Attorney for the Complainant by reason 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 Deponeth as follows viz

1st to the first Interrogatory this Deponent saith that he doth know the Complainant Venkatakistna in this Cause, and that he hath these known him about Twenty Years and that he doth know the Defendant Cottumpauchum Pariayah in this Cause, and that he hath these known him about the same Number of Years And more he saith not to this first Interrogatory

2d to the Second Interrogatory this Deponent hath look'd at the Caput and Cap now exhibited before him at the time of this his Examination and marked No 1 & No 2 and doth know of these having been left by the Complts Mother to the care of the Defendant and further saith that it was about Nine Years ago that they were left but doth not know on what Account this Deponent saith that at the time of these being left with the Defendant the Cap and Carpet were new And further saith that he doth not know if it was customary with the Defendant to wear the Cap or make Use of the Carpet This Deponent saith that he doth not know whether the Defendant kept them carefully under the care of One Tagapa a Mandelly but well Remembers that the aforesaid Articles were carried back by the Defendant from the said Tagapa Mandelly after the Notice was Sent by the Complts Attorney at Law And further saith that the Defendt did then and Tender the same to the Complt This Deponent saith that he doth not know if the Carpet and Cap were left with the Defendt by the Means so desired of the Complt to keep for him until his Return to Madras and further saith that the reasonable Value of the Carpet and

Cap.t Wilson Mew Might be sworn & Says that he has heard this Deponent
& believes knows of the Comp.ts having Returned any Statutes to the case
of this Defendant at the time of his Returning the said Cag.e and Carpet
And Mentions his said Book to this Second Interrogatory

To the third Interrogatory this Deponent Saith he has Looked at the exhibit
Marked with the Letter A, but doth not know of the several Sums
Mentioned on the Debet Side of the Same is just and right but this
Deponent Says, that he knows of this Defendants having at Sundry
times in the Months of Sept.r & Oct.r One Thousand Seven hundred and Eighty
Supplyed the Comp.ts with Rice to the Amount of Seven or Eight Pounds
and further saith, that Rice and other Grain were very dear and
very difficult to be procured at that time. This Deponent Saith
that he doth not know whether the Complainant ever Advanced
any Money to purchase the said Rice Nor does he believe that
Same was ever Satisfied or paid for And further Saith, that he
doth not know whether the Amount of the said Rice and other
Articles stated in the Account now produced to him is Really and
justly due from the Complainant to this Defendant. This Deponent
Saith that the Comp.ts has no other demand whatever upon this
Defendant except the Delivery of the said Cag.e and Carpet and
further Saith that he doth not know when the said Rice and
other grain was Delivered by this Defendant to the Comp.ts That this
Defendant did inform the Comp.ts sometimes to time of his price
he should be charged for the same. This Deponent Saith, that the Charges
in the said Account are the same as he said he should be charged it
and further Saith, that the Comp.ts did Appear very thankfull
for the said Rice and Grain as he had no money to procure any
elsewhere. This Deponent Saith that he doth not know if the
Comp.ts did faithfully promise to pay the Amount thereof as soon



as he could get Some employ and further saith, that he doth not
know if this Defendant did lend the Money and provided the Chair
and Mans Clothes Agreeably to the said Account or ever paid for or
Returned to the best of this Deponents knowledge And Remembrance
Said Book to this or to the last Interrogatory

Joseph Browne
Ex.r

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 27.th day of October Anno Domini 1789

Present

William Webb Esquire Mayor
Edward Garrow and Andrew Ross
Aldermen

Venceta Kistonah by his Attorney Francis de Abreu
vers.
Cottumpaukaan Pyash

The Attorney for the Defendant prays that the Complainant
May Appoint another Attorney by Next Court Day in the room of Mr.r Hall
Who had declined Acting and in default thereof that this Cause do come on
To be Heard

A true Extract
G. Taylor
Dep.ty Reg.r

Madras Patnam } Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor

James Call — Edward Garrow

and Andrew Ross — Aldermen

Mayor's Court

Between Venecatakistnah

of Madras Inhabitant by his Attorney

Francis De Abreu of the same place

Inhabitant Complainant and

Cottumpauchum Periayah Son of

the same Place Inhabitant Defendt

This Cause coming on to be Heard and Debated this

Day in the presence of the Attorney of the Defendant & the Attorney for

the Complainant having declined Acting & On Reading the Affidavit

of Thomas Jones of Service of Notice of hearing the Complainants Bill

& the Copies of an Account Current and an Assignment Annexed

the Defendants Amended Answer with Copy of an Account Current

Annexed the Replication, the General Rejoinder the Interrogatories

and Depositions on the part of the Complainant, the Interrogatories

and Depositions on the part of the Defendant & On Hearing

the Pleadings made Use of by the Attorney for the Defendant and

on due Consideration thereof this Court do think fit to Order and

Decree and do Accordingly Order and Decree that the Complainants

Bill be Dismissed with Costs

J. Lum

Filed 28th October 1789

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Shew Unto This Honble Court Your Orator Christopher Bilderbeck of Madras Gentleman and that Hulgaudum Chinnadoo of the same place Inhabitant is Justly and Truly indebted Unto Your Orator in the Sum of One hundred and Nine Pagodas Thirty Two fanams and Sixteen Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings Sowery Pagoda the Sum of Forty Three Pounds Seventeen Shillings and Seven Pence or thereabouts as will more fully and at large Appear by the Copies of a Mortgage Bond and Account Current hereunto Annexed for their inspection of this Honble Court to which Your Orator begs leave to refer and prays the same may be taken as part of this his Bill of Complaint the Originals whereof are in Your Orator's possession and Ready to be produced when Required And Your Orator further Shews Unto this Honble Court that he hath frequently and in a friendly Manner requested Payment from the said Hulgaudum Chinnadoo of the said Sum of One hundred and Nine Pagodas Thirty Two fanams and Sixteen Cash

But now so it is May it please this Honble Court the said Hulgaudum Chinnadoo 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 such Aid as to this Honble Court shall Appear Agreeable Unto Equity and Good Conscience

To the End therefore that the said Hulgaudum Chinnadoo may upon his Corporal Oath (full True direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here Again Repeated and particularly interrogated And that he may be decreed to pay unto Your Orator the aforesaid Sum of One hundred and Nine Pagodas Thirty Two fanams and Sixteen Cash with all Costs of 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 Hulgaudum Chinnadoo to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand To and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

J. Stuart Hall
Attorney for Compt.ts

This 28th Day of Oct.r 1789

This Bill was shewn in Court in the Days of Adjournment Returnable Next Court Day

Wm Webb
Mayor



Known all Men by these Presents that I Hulgaudum Chinnadoo of Madras Inhabitant am held and firmly bound unto Christopher Bilderbeck Esquire in the Penal Sum of Two hundred Star Pagodas Curr.t Money of Madras to the payment Whereof well and truly to be made to the said Christopher Bilderbeck his heirs Executors Administrators or Assigns

Know all Men by these Presents That I Christopher Bilderbeck of the City of Philadelphia Merchant am held and firmly bound unto Stuart Hall of the City of Philadelphia Attorney at Law in the Sum of Two Hundred Pounds Lawful Money of Pennsylvania to be paid to the said Stuart Hall his Certain Attorney Executors Administrators or Assigns To which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated the Twenty first Day of October in the Year of our Lord One Thousand Seven Hundred and Eighty Nine

Whereas the above bounden Christopher Bilderbeck hath this day executed unto the above named Christopher Bilderbeck his Bond or Obligation in the Penal Sum of Two Hundred Pounds Lawful Money of Pennsylvania with Condition thereunder written for the Payment of the Sum of One Hundred and Nine Pounds Thirty two Shillings and Sixteen Pence Lawful Money aforesaid with Interest thereon from the Twenty first Day of October Instant as by the said Bond or Obligation and Condition thereof relation being thereunto had may more fully and at large appear Now the Condition of the above written Obligation is such That if the above bounden Christopher Bilderbeck his Executors or Administrators do and shall well and truly pay or cause to be paid unto the above named Christopher Bilderbeck his Executors Administrators or Assigns the aforesaid Sum of One Hundred and Nine Pounds Thirty two Shillings and Sixteen Pence Lawful Money aforesaid with Interest thereon from the Twenty first Day of October Instant without any Fraud Deceit or Delay Then the above written Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed and Delivered in the Presence of

Thos. Dobson Jun.

Signed Sealed and Delivered by the within named Christopher Bilderbeck in the Presence of

Thos. Dobson Jun.

Christopher Bilderbeck (L.S.)

Philadelphia ss.

Personally appeared before me the Subscriber one of the Justices of the Peace for the City and County aforesaid Christopher Bilderbeck and acknowledged the within Bond or Obligation to be his Act and Deed Witness my Hand and Seal the Twenty first Day of October Anno Domini One Thousand Seven Hundred and Eighty Nine

Thos. Dobson Jun.

---

Dr. Christopher Bilderbeck in Account Current with Christopher Bilderbeck Cr.

| 1789 | | | | | 1789 | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Jany. | 1. | To Amount of your Mortgage Bond Bearing Date this Day | 100 | - | - | Octr. | 21. | By Ballance Due | 109 | 32 | 16 |
| Octr. | 21. | To Interest on the above Sum from the 1st Inst. to the 21st October 1789. being 9. Months and 21 Days at the Rate of 6 p Cent p Annum | 9 | 32 | 16 | | | | | | |
| | | | 109 | 32 | 16 | | | | 109 | 32 | 16 |

Errors Excepted

Christopher Bilderbeck

Stuart Hall

Atty for Compt.

1961

1370.

Mayor's Court at Madrasapatnam

Tuesday the 24th Day of November Anno Domini 1789

L.S.

Present

William Webb Esquire Mayor

Josias DuPré Porcher and Henry Chichley Michell Aldermen

Between Christopher Bilderbeck of Madras Gentleman Complainant and Pulyaukurum Chinnadorai 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 Sum and Sum of One Hundred and Nine Pagodas Thirty Two Fanams and Sixteen Cash PAGODAS 109.32.16. together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Q. Flin

1371.

Filed this 14th Augt 1789

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Charles Darke of Fort Saint George Gentleman that Cowary Vellayah Perriya Nerriya Tever Unkleto Namashaway ah Tever Rama Lawmy Tever Nerriya Pennaul Counter Murda Counter and Chinna Tambya Pillai of Chowaguga now at Madras Stand Jointly and Severally Justly and Truly indebted unto Your Orator in the full and Just Sum of Four Thousand three hundred and Thirty Two Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda the Sum of One Thousand Seven hundred and Thirty two Pounds and Sixteen Shillings as will more fully and at large Appear by the Copy of a Certain Bond bearing Date the Tenth Day of November Which was in the Year of Our Lord One Thousand Seven hundred and Eighty five and given and granted Jointly and Severally by the said Cowary Vellayah Perriya Nerriya Tever Unkleto Namashaway ah Tever Rama Lawmy Tever Nerriya Pennaul Counter Murda Counter and Chinna Tambya Pillai unto Your Orator as the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be taken as part of this Your Orators Bill of Complaint the Original Bond of even being in Your Orators Possession and Ready to be produced to this Honble Court when over he shall be thereunto required and Your Orator further Sheweth unto this Honble Court that he hath frequently and kindly and Amicably in manner Requested Payment from the said Cowary Vellayah Perriya Nerriya Tever Unkleto Namashaway ah Tever Rama Lawmy Nerriya Pennaul Counter Murda Counter and Chinna Tambya

Fourby a Pillai of the said Sum of four Thousand three hundred and thirty two Star Pagodas

But now so it is May it please this Honble Court the said Cowary Vellayah Perrya Mooya Tever Uncle to Nanna Chetty a Tever Ramasawmy Tever Mooya Pennaul Counter Munda Counter and Chinna Fourby a Pillay 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 Genl Relief Suchas to this Honble Court shall appear Agreeable to Equity and Good Conscience

To the End therefore that the said Cowary Vellayah Perrya Mooya Tever Uncle to Nanna Chetty a Tever Ramasawmy Tever Mooya Pennaul Munda Counter and Chinna Fourby a Pillay may severally true Direct and perfect Answer Make to all and Singular the Matters and things 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 they may Decreed to pay unto Your Orator the aforesaid Sum of four Thousand three hundred and thirty two Star Pagodas together with all Costs of Suit

May it please this Honble Court to Cause the said Cowary Vellayah Perrya Mooya Tever Uncle to Nanna Chetty a Tever Ramasawmy Tever Mooya Pennaul Counter Munda Counter and Chinna Fourby a to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras ya Town and 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 Compt and further to Stand and abide by such Order and Decree therein as to this



This Honble Court shall Seem Meet

P. Walker
Attorney for Compt

This Bill was shewn to me in the Mayors Adjournment and the Complainants Swearing made Oath to the Justness of his Demand and that he shall Reason to Believe the Defendants to will Abscond from Madras on hearing that a Bill is filed Against them Let a Summons Returnable Immediately and Warrant of Arrest Issue thereon 14th August 1789

Wm Webb
Mayor

Know all Men by these Presents that We Cowary Vellayah Perrya Mooya Tever Uncle to Nanna Chetty a Tever Ramasawmy Tever Mooya Pennaul Counter, Munda Counter and Chinna Fourby a Pillay principal Inhabitants of Chinnagunga are held & firmly and Severally Jointly bound unto Charles Darke Esqr of Madras in the Penal Sum of Six Thousand Star Pagodas to the payment whereof Well and Truely to be made to the said Charles Darke or his heirs Executors Administrators or Assigns We do Jointly & severally bind Ourselves Our heirs Executors and Administrators firmly by these presents

In Witness Whereof We have set our Hand and Seal in Madras this Tenth Day of November in the Year One Thousand Seven hundred and Eighty five

Whereas the above bounden Cowary Vellayah Perrya Mooya Tever Uncle to Nanna Chetty a Tever Rama Sawmy Tever Mooya Pennaul Counter, Munda Counter and Chinna Fourby a Pillai of Chinnagunga are now at Madras hath borrowed and Received of the Named Charles Darke the full and Just Sum of Three Thousand Star Pagodas to

Account Current with the Estate of Lieutenant Governor Sir John Johnson Bart. deceased

Dr. Canawaga Village Payable at Montreal Tower Hamilton Niagara Township Home District Western District Mohawk Country Home District Township of Norwich Oxford County Township of Dereham Oxford County Township of Zorra Oxford County Township of Blenheim Oxford County Township of Oxford Oxford County Township of Dumfries Wilmot Township Waterloo County Township of Woolwich Waterloo County Township of Waterloo Waterloo County Township of Wilmot Waterloo County Township of Nissouri Oxford County Township of Blandford Oxford County Township of Blenheim Oxford County Township of Burford Oxford County Township of Brantford Brant County Township of Onondaga Brant County Township of Tuscarora Brant County Township of Oneida Brant County Township of Seneca Brant County Township of Cayuga Haldimand County Township of Walpole Haldimand County Township of Dunn Haldimand County Township of Moulton Haldimand County Township of Sherbrooke Lincoln County Township of Caistor Lincoln County Township of Grimsby Lincoln County Township of Clinton Lincoln County Township of Louth Lincoln County Township of Niagara Lincoln County Township of Stamford Lincoln County Township of Thorold Lincoln County Township of Pelham Lincoln County Township of Humberstone Lincoln County Township of Willoughby Lincoln County Township of Bertie Lincoln County Township of Crowland Lincoln County Township of Wainfleet Lincoln County Township of Saltfleet Lincoln County Township of Barton Lincoln County Township of Ancaster Lincoln County Township of Glanford Lincoln County Township of Binbrook Lincoln County Township of Gainsborough Lincoln County Township of Caledonia Haldimand County Township of Rainham

1376.

Filed the 14th Augt 1789

# In the Honble the Mayor's Court at Madraspatnam

Between Charles Darke Lieut Colonel Commandant Complainant and Cowary Villayah Perrya Merrya Pewer Uncle to Namasheway Pewer Ramasawmy Pewer Merrya Pennaul Counter Murda Counter and Chinna Tamby a Pillay of Chengunganmaut Madras Defendants

The Affidavit of Charles Darke the above Named Complainant

This Deponent Maketh Oath and Saith that the above Named Defendants Cowary Villayah Perrya Merrya Pewer, Uncle to Namasheway Pewer, Ramasawmy Pewer, Merrya Pennaul Counter, Murda Counter, and Chinna Tamby a Pillay do and each of them Severally and Severally Justly and truly indebted unto this Deponent in the full and Just Sum of Four Thousand Three hundred and Thirty Two Star Pagodas Current Money of Madras And this Deponent further Saith that he has reason to believe that they are about to depart from Madras

Chas Darke

Sworn to Before me this 14th Day of August 1789

Wm Webb Mayor

1377.

Filed 24th Novr 1789

# In the Honble the Mayor's Court at Madraspatnam

Between Charles Darke Complainant and Cowry Villayah Perry a Merry a Pewer Uncle to Namaway Pewer Ramasawmy Pewer Merry a Pennaul Counter Murda Counter and Chinna Tamby a Pillay Defendants

The Affidavit of Thomas Jones One of the Sergeants of this Honble Court

This Deponent Maketh Oath and Saith that he did Personally serve One of the above Named Defendants Murda Counter being a Prisoner in Confinement in the Jail with three Rules Issuing Out of this Honble Court, the last of which was a Summons Dated the 17th Instant to Answer the Complainants Bill of which Judgment will be given for the Complainant

Thomas Jones

Sworn in Court this 24th Novr 1789

James Taylor Regr

Filed
Wm Webb Mayor

1378.

Mayor's Court Madrasapatanam

Tuesday the 24th Day of November Anno Domini 1789

Present

William Webb Esquire Mayor

Josiah Du Pré Porcher and Henry Chichley Michell Aldermen

Between Charles Darke of Fort Saint George Gentleman Complainant and Cawry Villapah Pannya Worry at Fever Hubleto. Namasha-waya at Fever Rama Sawmy Fever Worry at Fever and Counter Murda Counter and Chinna Tumbya Pillai Chevaguga now at Madras Defendants

Appearing by the Records of this Court that the usual Rules have issued for the Defendant Murda Counter to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit the Order and Decree and It is Accordingly Ordered and Decreed that the Defendant Murda Counter shall Pay unto the Complainant the full and Just Sum of Four Thousand Three Hundred and Thirty Two Pagodas Pagodas 3332 — Together with all Costs of Interest and Suit which is made also all Costs of this Suit

Decd

1379.

Filed 16th Novr 1789

To the Honble the Mayor's Court at Madrasapatanam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Elizabeth Fanny that Samuel Crawford stands indebted unto Your Oratrix in the full and just Sum of Three hundred and Ninety four Pagodas Eighteen Fanams and fourteen Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and fifty seven Pounds and fifteen Shillings as hereunto as will more fully and at large Appear by the Copies of a Bond and Account hereunto Annexed for the Inspection of this Honble Court and which are prayed by Your Oratrix to be taken as part of this her Bill of Complaint the Originals whereof are in Your Oratrix's Possession and Ready to be produced to this Honble Court when Required And Your Oratrix further Sheweth unto this Honble Court that She hath frequently and in a friendly Manner Requested the Payment of the said Sum of Three hundred and Ninety four Pagodas Eighteen Fanams and fourteen Cash

But now so it is and May it please this Honble Court the said Samuel Crawford Obstinately and Wilfully Refuses to pay the Same or to give Your Oratrix any Manner of Satisfaction touching the Premises Your Oratrix prays a Genl Relief may be had to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End Therefore that the said Samuel Crawford May upon this Corporal Oath full true and Direct and Perfect Answer Make to all and Singular the Matters and Things herein before Set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were here-in Again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Oratrix the aforesaid Sum of Three Hundred and

and Ninety four Pagodas Eighteen Fanams and fourteen Cash with
all such Interest as now is or shall Hereafter become Due thereon
also all Costs of this Suit

May it Please this Honble Court to Cause the
said Samuel Crawford to be Summoned and Required by this Sheriff
of Fort Saint George Town of Madraspatnam and Its Dis-
tricts to Appear Personally to be and Appear before this Honble Court
at a Certain Time and Place to be by this Honble Court Exprest
and Appointed then and There to Answer this Your Orators
Bill of Complaint and further to Stand and Abide by such
Order and Decree therein as to this Honble Court shall Seem
Meet

Fort St George Nov.r 14.th 1789

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

Wm Hobbs
Mayor

G. Chalmer
Attorney for Compl.t

Know all Men by these Presents that I Samuel
Crawford of Madras Watch and Clock maker am held and firmly
bound unto Elizabeth Fairney of said Place Widow in the Penal
Sum of Five Hundred and Twenty Six Star Pagodas Twenty Three
Pagodas Twenty Seven Fanams and forty Eight Cash Current
Money of Madras to the Payment whereof well and truly to be



Made to the said Elizabeth Fairney her Heirs Executors Adminis-
trators or Assigns I do hereby bind myself Heirs Executors and
Administrators firmly by these Presents In Witness whereof
have hereunto set my Hand and Seal in Madras this Eleventh day
of October in the Year One Thousand Seven Hundred and Eighty Six

Whereas the above bound Samuel Crawford hath this day received of the
above Named Elizabeth Fairney the full and just Sum of Two Hundred and
Eighty Eight Star Pagodas Thirteen Fanams and Sixty four Cash Sterling at
Interest at the Rate of Twelve per Cent per Annum and Payable in two Years
from this Date

Now the Condition of this Obligation is such that if the
above bound Samuel Crawford his Heirs Executors Administrators or
Assigns shall well and truely Pay or Cause to be paid unto the said Elizabeth
Fairney her Heirs Executors Administrators or Assigns the full and just
Sum of Two Hundred and Eighty Eight Star Pagodas Thirteen Fanams
and Sixty four Cash together with such Interest as shall or may become
due thereupon then this Obligation to be Void and of no Effect otherwise
to Continue in full Force and Virtue

Signed Sealed and Delivered
Witness Sworn to Papers to be had
in the Secretary's

P. M. Cazin
William Feamy

Sam.l Crawford Lis.d

A true Copy
G. Chalmer

1382.

Elizabeth Fanny
vs
Samuel Crawford

Mayor's Court

Mayor's Court
Madraspatnam

Tuesday the 24th Day of November
Anno Domini 1789

Present
William Webb Esquire Mayor
Josias Du Pre Porcher and Henry Chichley Michell
Aldermen

Between Elizabeth Fanny
Complainant and Samuel Crawford
Defendant

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1786 Oct. 11th | To Sundry Articles as per Account rendered this day | | | | | 228 | 13 | 6 | Pags. |
| 1789 March 5th | To Interest on Ditto from the 11th Oct. 1786 to the 5th March 1789 Two Years Five Months & Twenty Five Days at 9 per Cent. per Annum | | | | | 106 | 4 | 30 | |
| | | | | | | 334 | 18 | 14 | |

Pagodas 334 18 14

Adm. Sayer
Chr. Gowdie
Alex. Anderson
Wm. Greenhill
Jas. Stevenson
Alex. Hall
Jno. Lewis
Wm. Ellis
Jno. Hall
Jno. Hunter
Jno. Call
Jno. Hall
Jno. Hunter
Jno. Call
Jno. Hall
Jno. Hunter
Jno. Call

1384.

Filed 3d Decr 1789

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

Humbly Complaining Shewn Unto this Hon^ble Court Your Orator Varadapah Chitty of Madras Merchant That Thomas Humphreston of the same Place Merchant Stands justly and truely Indebted unto Your Orator in the full and just Sum of Four Hundred and Eighteen Pagodas Eleven 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 Sixty seven Pounds and Six Shillings together with the Interest Due thereon at the Rate of Twelve per Cent per Annum as will more fully and at Large Appear by Copy of a Bond or Obligation hereunto Annexed for the recovery of which Sum of this Hon^ble Court and which Your Orator Prays may be Admitted as part of this his Bill of Complaint The Original of which Bond is in Your Orator's Attorney's Possession and Ready to be Produced whenever this Hon^ble Court shall Require and Your Orator further shews unto this Hon^ble Court That he has frequently and in a Reasonable Manner Requested Payment from the said Thomas Humphreston of the said Sum of Four Hundred and Eighteen Pagodas Eleven Fanams

But Notwithstanding May it Please this Hon^ble Court the said Thomas Humphreston 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 Hon^ble Court he may Appear Agreeable to Equity and Good Conscience

To the End therefore that the said Thomas Humphreston may upon his Corporal Oath full True Direct and Perfect Answer Make to all and



and Singular the Matters and Things herein before Set forth and Alledged as fully Truely and Effectually to all Intents and Purposes as if the same were herein again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Four Hundred and Eighteen Pagodas Eleven Fanams with all Costs Interest and Damages which hereafter become Due therein and also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said Thomas Humphreston to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Hon^ble Court at a certain time and Place to be by this Hon^ble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand To and Abide by such Order and Decree therein as to this Hon^ble Court shall Seem Meet

Fort Saint George this 3d Decr 1789

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

Wm Hicks
Mayor

C. Gardner
Atty for Complainant

1386.

Know all Men by these Presents that I Thomas Humpherston of Madras Merchant am held and firmly bound unto Varadayah Chitty of the same Place Merchant in the penal Sum of Eight Hundred and Thirty Six Star Pagodas and Twenty Five Fanams to the payment whereof well and truly to be made to the said Varadayah Chitty his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set My Hand and Seal in Fort Saint George this Eleventh day of September in the Year of Our Lord One Thousand Seven Hundred and Eighty Nine

Whereas the above bounden Thomas Humpherston hath this Day borrowed and received of the above Named Varadayah Chitty the full and just Sum of Four Hundred and Eighteen Star Pagodas and Eleven Fanams to Him at Interest at the Rate of Twelve per Cent per Annum Payable in two Months from the Day of the date hereof

Now the Condition of this Obligation is such that if the above bounden Thomas Humpherston his heirs Executors Administrators or Assigns shall well and truely Pay or cause to be paid unto Varadayah Chitty his heirs Executors Administrators or Assigns the full and just Sum of Four Hundred and Eighteen Pagodas and Eleven Fanams together with such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to continue in full force and Virtue

Signed Sealed and Delivered
Whereas Stamp'd Paper is to be had
in the Province of

Thomas Humpherston (L.S.)

A true Copy
G. Chalmer
Atty for Complainant

1387.

Mayor's Court at Madrasapatnam } Tuesday the 18th Day of December Anno Dominy 1789

Present

William Webb Esquire Mayor
Andrew Ross and James Landon
Aldermen

Between Varadayah Chitty of Madras Merchant Complainant and Thomas Humpherston of the same place Merchant Defendant

Mayor's Court

L.S.

The Defendant by his Attorney Mr Peter Walker being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fitto 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 Eighteen Pagodas and Eleven Fanams Pagodas 418.11 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

D. Lum

Filed 10th Octr 1739

To the Honble the Mayor's
Court of Madraspatnam

Humbly Complaining Shew unto this Honble
Court Your Orator John Rogers Commander of the Honble Company's
Ship the Middlesex by his Attorney Josias Du Pre Pouchier of Fort Saint
George Esquire that Thomas Humphreystone otherwise called Thomas
Humphierstone of the same place Shopkeeper stands justly and truly
indebted unto Your Orator in the full and just Sum of Three Hundred
and fifteen Star Pagodas and Twenty three fanams Current Money
of Madras Making in Sterling Money of Great Britain & Thirty Pahs
of Eight Shillings for every Pagoda the Sum of Two hundred and Twenty
six Pounds and four Shillings as will more fully and at Large Appear
by the Copies of a Bill of Exchange and an Endorsement thereunder made
by One Robert Pontan to the said Thomas Humphreystone otherwise called
Thomas Humphierstone and by the said Thomas Humphreystone otherwise
called Thomas Humphierstone unto Your Orator as also of two
Protests One for non Acceptance and another for non payment thereof
and an Account Current and Letter of Attorney hereunto Annexed
for the inspection of this Honble Court which Your Orator Prays
May be Admitted as part of this Your Orators Bill of Complaint the Originals
whereof Mr Cowing and Your Orator Possesses and Ready to be Produced whenever
he shall be thereunto required and Your Orator further Shews Unto
this Honble Court that he hath frequently and in an Amicable Manner
Requested Payment from the said Thomas Humphreystone otherwise called
Thomas Humphierstone of the same Sum of Three Hundred and fifteen
Star Pagodas and Twenty three fanams



Said Thomas Humphierstone otherwise called Thomas Humphreystone Defend-
ant and Wilfully Refuses to pay the same or to give Your Orator any
Manner of Satisfaction touching the Premises Your Orator therefore
Prays a General Relief as he shall be entitled to in this Honble Court shall Appear
Agreable to Equity and good Conscience To the End therefore that the
said Thomas Humphierstone otherwise called Thomas Humphierstone May
upon his Corporal Oath fully True Direct and Perfect Answer make
to all and Singular the Matters and things herein before set forth
and Alledged as fully truly and Effectually to all Intents and
Purposes as if the same were 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 Star Pagodas
and Twenty Three fanams with all Such further and other Relief as to
him shall seem Meet the Premises all Costs of this Suit

May it Please this Honble Court to Cause the said
Thomas Humphreystone otherwise called Thomas Humphierstone to be
Summoned and Required by the Sheriff of Fort Saint George Town of
Madraspatnam and the Districts thereof Personally to be and Appear
before this Honble Court at a Certain time and place to be by this Honble
Court prefixed and Appointed then and there to Answer this Your
Orators Bill of Complaint and further to Stand to and abide by
such Order and Decree therein as to this Honble Court shall seem
Meet

Fort St George 10th October 1739
This Bill was shewn to me in the
Mayors Court and Summons
issued returnable the Next Court day

Wm Hall
Mayor

P. Walker
Atty for Complainant

1390.

25th June
£100 Sterg

Cantonments of Wallajaubad Near Madras
August 17th 1787

At thirty days sight of this my first Bill of Exchange (Second and Third of the same Tenor and Date not paid) Please to pay to Robert Penton Esqr or his Order the Sum of One hundred Pounds Sterling of Great Britain for Value received of him here as per Advice from

(Billsborough) George Esqr
of Rossie Lincolnshire

Sir
Your Affectionate Son
D Cheape

25 June 1788 Protested for Non payt
H. Norris

Pay the Contents to Mr Thomas Hopkinson or Order
Robert Penton

Pay the Contents to Captn Johan Rogers or Order
Thomas Hopkinson

A true Copy P Walker
Atty for Compts

£100 Sterg

Cantonments of Wallajaubad Near Madras
August 17th 1787

At thirty Days sight of this my first Bill of Exchange (Second and Third of the same Tenor and Date not paid) Please to pay to Robert Penton Esqr or his Order the Sum of One hundred Pounds Sterling of Great Britain for Value received of him here as per Advice from Your Affectionate Son signed D Cheape Addressed to Harry Cheape Esqr of Rossie Lincolnshire Endorsed thus Pay the Contents to Mr Thomas Hopkinson or Order signed Robert Penton Pay the Contents to Captn Johan Rogers or order signed Thomas Hopkinson

At Cupar in the County of Fife the Twenty third day of May One thousand Seven hundred and eighty eight Years
Before me a Notary Public past to the persons appeared John Cheape

1391.

Esqr the heir, and Representative of the now deceased Henry Cheape Esquire of Rossie the person upon whom the Bill above recited is drawn and presented there and to him and required him to accept the same Coming in place of his Father which he having refused to do protested the foresaid Bill at the instance of the above Captn John Rogers

Against the Drawer and Indorsers conjunctly and severally for recourse Damages interest and Expences as Accords of law Whereupon Instruments were taken in the hands of me Notary Public subscribing before and in presence of Henry Johnston and Apprentice to Mr Robert Geddie Banker in Cupar and John Elder Writer there Witnesses to the premisses Specially called and required

In Fidem Veritatis
Andrew Christie N.P.

A true Copy P. Walker
Atty for Compts

£100 Sterg

Cantonments of Wallajaubad Near Madras
August 17th 1787

At thirty Days sight of this my first Bill of Exchange (Second and Third of the same Tenor and Date not paid) Please to pay to Robert Penton Esqr or his order the Sum of One hundred Pounds sterling of Great Britain for Value received of him here as per Advice from Your Affectionate Son Signed D Cheape Addressed to Harry Cheape Esqr of Rossie Lincolnshire Endorsed thus Pay the Contents to Mr Thomas Hopkinson or Order Signed Robert Penton Pay the Contents to Captn John Rogers or order Signed Thomas Hopkinson

At Rossie in the County of Fife the Twenty Fifth Day of June One Thousand Seven hundred and Eighty Eight Years

Which Day Lucas Public Subscribing quit to the personal Presence of John Cheape Esqr Now of Rosslin Heir and Representative of the Deceased Henry Cheape Esqr the person upon whom the Bill above required is Drawn, and presented the same to him and required him to make payment thereof as coming in place of the deceased father which he having refused to do protested the said Bill at the instance of the above Captain Lee Rogers

Against the said John Cheape Esqr for non payment and Against the Drawer and Indorsers Conjunctly and Severally for Re-exchange Damages interest and Expences as Rounds of the Law. Whereupon Instrument was taken in the hands of said Notary Public Subscribing Before and in presence of John Balfour Esqr of Leany and John McKenly and to the said John Cheape Witnesses to the premisses specially Called and Required

John Balfour Witness
John McKenly Witness

In signum Veritatis
Andrew Christie N.P.

Anne Copy
P. Walker
Agt for Compt

Dr Thomas Humpherston in Account Current with Captain John Rogers Cr

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1787 Augt 5 | 16 | To Amount of Mr Cheapes Bill for 100 £ Sterling Indorsed by You and Returned Protested @ 8/ Shillings the Pagoda | 250 | " | " | 1789 Octr 1 | By Balance due | 313 | 23 | " |
| 1789 Octr 1 | | To Interest thereon from the 16th of August 1787 to this day being 2 yrs 1 m 15 d @ 12 p Cent p Annum | 63 | 23 | " | | | | | |
| | | To Expences of Protesting &c | 2 | " | " | | | | | |
| | | Pagodas | 313 | 23 | " | | Pagodas | 313 | 23 | " |

Fort Saint George 1 Octr 1789
Errors Excepted
P. Walker
Agt for Compt

Anne Copy
P. Walker
Agt for Compt

Mr. DuPre Porcher
Agt to Capt John Rogers



Know all Men by these Presents that I John Rogers Commanding the Ship Middlend have made, Ordained Nominated, Authorized, Constituted and Appointed, and by these Presents do make, constitute, Ordain, Nominate Authorize and Appoint Josias DuPre Porcher Esqr of Madras to be my true and Lawfull Attorney for me and in my Name, and to and for my proper Use and behalf to demand levy, Sue for, recover and receive by all Lawfull Ways and Means whatsoever, of and from all and every Person and Persons whomsoever, whom it doth shall or may concern, all and every such Sum and Sums of Money, Debts, Dues, Goods, Effects and things whatsoever, which now are and shall be and grow due, owing, payable or belonging to me the said John Rogers upon or by Virtue of any Bill, Bond, Book, or upon Account of Trading or Dealings, or upon any Account ways or means in any otherwise howsoever, and if need be to call to Account and bring to a Reckoning all or any Person or Persons concerned in the premises, and Upon Receipt and Recovery of all or any such Sum or Sums of Money, Debts, Dues, Goods Effects, or other things or any part thereof sufficient Acquittance and Discharges for me and in my Name from time to time to make and give Giving and by these Presents Granting unto My said Attorney full Power and Authority and touching the Premises, to sue, prosecute, Attach, seize, sequester, implead, imprison, condemn and prosecute, and then and there again to acquit, Discharge, and out of prison to Release, also for me to Appear and Answer Personally to Represent in all or any Court or Courts or other Place as Demandant or Defendant in any Suit, Action or Appeal or for by Reason of the premises, likewise one or more Attorney, under him to set, Substitute and Appoint and again at pleasure to Revoke and Annually to do, act and perform all other Matters and things in and towards the premises Requisite and Necessary as fully as

Inquest.

I myself might or could do were personally present, and do hereby ratify and confirm all and singular whatsoever my said Attorney or his Substitute shall legally do or cause to be done and touching the premises. In Witness whereof I have hereunto set my Hand and Seal in Madras aforesaid this 12th Day of August 1786

Signed Sealed and Delivered
Whereas Stamp'd Paper is to be had
in the Presence of
H Readhead

L.S. Jn.o Rogers

Attest Cyp.s
P. Walker
Attg for Compl.t

Mayor's Court Madraspatnam

Tuesday the 15th Day of December
Anno Domini 1789

Present

L.S.

Mayor's Court

William Webb Esquire Mayor
Andrew Ross and John Hudson
Aldermen

Between John Rogers
Commander of the Honble Company's
Ship the Middlesex by his Attorney
Josias Du Pre Porcher of Portsaint
George Esquire Complainant and
Thomas Umphreston otherwise called
Thomas Umphreston 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 it is Accordingly Ordered and Decreed that the Defendant shall pay unto the Complainant the full and just Sum of three Hundred and fifteen Pagodas and Twenty three Fanams Pagodas 315.23. /
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 Cur

Filed 4th June 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vedanayaumy Pillay of Madras Inhabitant that Venkatachella Pilla and Chunday Pillay also of the same place Inhabitants stand justly and truly indebted unto Your Orator in the full and just Sum of three Hundred and seven Star Pagodas forty 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 forty three Pounds and four Shillings or thereabout as will more fully and at large appear by the Copies of a Mortgage Bond and an Account Current hereunto Annexed for the inspection of this Honble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint and Your said Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment

Payment from the said Sum of three hundred and seven Star Pagodas forty fanams and forty Cash from the Venucatachella Pillay and Celunday Pillay

Humbly Sheweth That on the 31st May last Your Orator filed his Bill in this Honble Court the said Venucatachella Pillay and Celunday Pillay Obstinately and wilfully refuse to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Venucatachella Pillay and Celunday pillay may upon their Corporal Oaths full true direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and Alledged as fully truely and effectually to all intents and purposes as if the same were here again Repeated and par-ticularly interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of three Hundred and seven Star Pagodas forty fanams and forty Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Venucatachella Pillay and Celunday Pillay to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras patnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court limited 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

Cha: Ingles
Atty for the Compt.

Fort Saint George 4th June 1789
This Bill was shewn to me in the Mayors Court and I Summon'd let a Summons issue
Returnable Next Court Day
Wm Hall Mayor



Translation of a Mortgage Bond dated 30th Parattasy of Shulaca Year Rum-ming to Anno Dominii 16th October 1788

I Venucatachella Pella and my brother Pillay Sons of Paromubedore Annoga Pillay of Mundagapaulam East of Madras do jointly give this Mort-gage Bond to Veeraraswamy Pillay son of Canacampaukum Lingapillay of the same Place that is to say

In Consequence of Our Urgent Occasions We have Mortgaged to You three Cadjan bills of sale which are in Our father's name of a House and Ground as well as the Materials thereupon situated at Mallae Opella in Venucatarayen Chitty's Garden in the West Line North to Christ Malapan's House and South to Venucatachala pillay's Ground together with all Courtly Paper bills of sale in my father's Name to the Property situated at Cocoa-pallada on the West side of Condelian House in all Four bills of sale and borrowed and Received of You the Sum of ₹323/ three hundred and twenty five Star Pagodas Current Money of Madras which Sum We do hereby engage to repay You upon Demand with all such Interest as shall or may become become due thereon at the rate of 12 ℔ Ct ℔ Annum Indefault of Justices You are hereby impowered to recover Your Principle and Interest by Disposing the Mortgaged Premises by prosecuting Us in the Honble the Mayors Court and We either jointly or Severately engage to be Responsible for the Payment of the said Debt Thus We Venucatachella pillay and Celinda pillay have given this Mortgage Bond to Veeraraswamy Pillay with Our free will and Consent Witness Venucatachella Pillay the Neighbour and Boodegedungoo Chitty Modeliar by their knowledge this Mortgage Bond was drawn by Myore Canacco Sawmy

Witnesses Signed
Gullary
Venoo Tauchellum

(Signed) Venucatauchellum
Do Venucatauchellum by the Consent of Celinday

A true Copy
Cha: Ingles
Atty for the Compt.

True Translation as near as can be from the Malabar Language
Ranganaygom
Interpreter

Mayor's Court Madrasapatnam

Tuesday the 15th Day of December Anno Domini 1789

Present

William Webb Esquire Mayor

Andrew Ross and John Milford Aldermen

L.S.

Mayor's Court

Between Veeranawmy Pillay of Madras Inhabitant Complainant and Venkatachella Pilla and Elenday Pillay also of the same place Inhabitants Defendants

It Appearing by the Records of this Court that the Usual Rubs have passed for the Defendants to Answer the Complainants Bill which they have Neglected doing This Court doth therefore think fitt to Order and Decree and doth Accordingly Order and Decree that the said Defendants shall pay unto the Complainant the Sum and Just Sum of Three Hundred and Seven Pagodas Forty Fanams and Forty Cash (307.40.40) together with all Usual Interest as Now is or shall hereafter become due thereon until full payment is Made also all Costs of this Suit

Dft Cun



Mayor's Court Madrasapatnam

Tuesday the 15th Day of December Anno Domini 1789

Present

William Webb Esquire Mayor

Andrew Ross and John Milford Aldermen

Between Veeranawmy Pillay of Madras Inhabitant Complainant and Venkatachella Pilla and Elenday Pillay also of the same place Inhabitants Defendants

It Appearing by the Records of this Court that the Usual Rubs have passed for the Defendants to Answer the Complainants Bill which they have Neglected doing This Court doth therefore think fitt to Order and Decree and doth Accordingly Order and Decree that the said Defendants shall pay unto the Complainant the Sum and Just Sum of Three Hundred and Seven Pagodas Forty Fanams and Forty Cash (307.40.40) together with all Usual Interest as Now is or shall hereafter become due thereon until full payment is Made also all Costs of this Suit

Dft Cun



Mayor's Court Madrasapatnam & Choultry Court

Veeranawmy Pillay of Madras Inhabitant Complainant

Venkatachella Pilla and Elenday Pillay also of the same place Inhabitants Defendants

| | | |

Filed 16th January 1737

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Henry Norris Executor to the last Will and Testament of Michael Crosby Deceased That Rutnavaldo Raganah of Madras Dubash Stands Justly and truely indebted unto Your Orator as Executor as aforesaid in the full and just Sum of Five Hundred and Twelve Pagodas Thirty Seven Fanams and Thirty Six Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two hundred and five Pounds and two Shillings as will more fully and at large Appear by Copy of said Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orator as Executor as aforesaid Prays may be Admitted as part of this his Bill of Complaint and Your Orator as Executor as aforesaid further Sheweth unto this Honble Court that he hath frequently and like as Amicable Manner Requested Payment from the said Rutnavaldo Raganah of the said Sum of Five hundred and Twelve Pagodas Thirty Seven Fanams and Thirty Six Cash

But now so it is May it Please this Honble Court the said Rutnavaldo Raganah Obstinately and Wilfully Refuses to pay the same or to give Your Orator as Executor as aforesaid any manner of Satisfaction Touching the Premises Your Orator as Executor as aforesaid therefore prays a Genl Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End that the said Rutnavaldo Raganah may upon his Corporal Oath fully True Direct and punctual Answer make to all and singular the Matters and things herein before set forth and Alledged as fully truely and Effectually to all Intents to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may



Decreed to pay unto Your Orator as Executor as aforesaid the aforesaid Sum of Five hundred and twelve Pagodas thirty five fanams and thirty six Cash With all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Rutnavaldo Raganah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas. Baker
Atty for Complainant

Dr. Ronald Ragan Dubachin Account with the Estate of the late Capt. Michael Cratty

| 1780 | | | | | 1786 | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Janry | 24th | To the Amount of Your Bond | 300. | - | - | April | 10th | By Cash Received on Rect of Intrest | 100. | - | - |
| April | 10th | To a Horse belonging to Captain Cratty acnd Acknowledged to have been sold by You | 40. | - | - | May | 12. | By Ditto - - - 2 | 30. | - | - |
| | | Intrest on Page 300 @ 12 p Cent p Annum from 24th day of Janry 1780 to 30th June 1786 inclusive | 386. | 7. | 36. | | | By an Account of Cash and other Articles Acknowledged to have been Received at Laundry Tenure by Mustered Servants the Late Captain Michael Cratty | 302. | - | - |
| | | Do out Page 45 from 10th day of April 1780 to 30th June 1786 is | 33. | 28. | - | | | | 432. | - | - |
| | | | | | | | | By Balance Due | 312. | 35. | 36. |
| | | Pagond | 964. | 28. | - | | | Pagond | 964. | 35. | 36. |

Rajahmundry 4th Janry 1787 — Henry Norris Capt.

A true Copy
Chas. Baker

Fredks. Pay Master

Rajahmundry 4th Janry 1787

Mr. Ronald Ragan Dubachin

Sir

Having audited all the Accounts of the late Captain Michael Cratty and stated the Balance due to his Estate, I do hereby Certify the same to you, and desire you will pay the Amount to Ensign Baker, who is Authorized to receive the same for the Use of the Heirs of the said Cratty Deceased

I am Sir
Your Most Obedient Humble Servant
Henry Norris Capt.

To Mr. Ronald Ragan Dubachin

Rajahmundry 4th Janry 1787

Received of Mr. Ronald Ragan Dubachin the Sum of Three Hundred and Twelve Pagodas Thirty five Fanams and Thirty six Cash being the Balance due to the Estate of the late Captain Michael Cratty deceased

Pagodas 312. 35. 36.

Chas. Baker

Witness
Fredks. Pay Master

With the View of seeking a Recovery, that being so resolved it was
Necessary for him to provide for a Woman by whom she had a Child
both of whom she must leave behind him at Madras, that about
the time the Deceased had five hundred Pagodas by him, which she gave
to the care of this Defendant as his Dubash, and for which this Defendant
gave him the Bond and Question rather as a Memorandum of his having
so much of the Deceased's property in his hands than as an Obligation upon
a Loan, that the Deceased's Property in his hands than as an Obligation
upon a Loan, that the Deceased left Madras in March One Thousand
Seven hundred and Eighty, and did then appoint this Defendant his
Attorney by Letter of Attorney under date Twenty Second March One
Thousand Seven hundred and Eighty, which he hath ready to produce if
required, and did leave his Woman and Child under this Defendants
Care during the time she should be Absent, and did direct this Defendant
to pay to the Woman for her maintenance and that of his Child Chil-
Pagodas per Month and to provide them further with such other Neces-
saries, as they might Severally require, and be in mind of which this
Defendant did continue to do honestly and fairly and to provide for the
Woman and Child every thing Necessary from the first of March One
Thousand Seven hundred and Eighty until the Thirty first of October
One Thousand Seven hundred and Eighty five, during which time
every Article of Life was very dear owing to the War, and the said
Complainant did not ever interfere in the care of providing for them
but they were entirely under the protection of this Defendant and
this Defendant saith that it was fortunate for them that the Deceased
had made this provision for them as he died soon after he had embarked



This Defendant therefore saith that he hath been very ungene-
rously Treated by the Complainant who without any Just cause or Reason
Disputed the Account of this Allowance To and Expenses upon the
Woman and Child which this Defendant saith he hath Paid to the
Utmost Cash, and Receives the Acknowledgements of the Complainant
on behalf of his Deceased Friend than to be prosecuted upon such an
Account This Defendant therefore prays to lay the whole of the
Matters of this Account before this Honble Court for this Determina-
tion thereon

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

H. Du Puy
Attorney Defendant

# The Estate of Captain Michael Crolly in Account Current with Ratnah Ragunah

| | | | | | |
|---|---|---|---|---|---|
| 1780 March | 22 | To Cash paid for 3 Dozens of Madeira Wine before the Deceased Departure to Cape | 12 . . | | |
| | | To Ditto a Case of Gin | 14 22 . | | |
| | | To Ditto a Black Wood Armed Chair | 2 . . | | |
| | | To Ditto Taylor as per his Bill | 7 23 . | | |
| | | To Ditto Womens Cloths 3 Pags ea | 6 . . | | |
| | | To Ditto Swinging Cott | 6 22 . | 48 | 25 . |
| September | 20 | To Ditto Capt Wilson on the Deceased's Acct Master his Departure Over the Executor to the said Deceased | | 23 | . . |
| 1781 Feby | 28th | To Ditto for the Allowances of the Deceased Girl from 1st March 1780 to 28th February 1781 is 12 Months @ 6 Pags P Month | | 72 | . . |
| 1782 Febry | 28th | To Ditto Ditto Ditto | | 72 | . . |
| 1783 Febry | 28th | To Ditto Ditto Ditto | | 72 | . . |
| | | To Ditto Cloathing for Ditto from the Year 1781 to 1783 being 3 Years @ 2 Cloths P Year and @ 3 Pia bloth | 18 . . | | |
| | | To Ditto Cloathing for the Deceased Child from the Year 1780 to 1783 being 4 Years @ 8 Pags P Year | 32 . . | | |
| | | To Ditto a Chintz for the Deceased Childs Gown | 2 22 . | | |
| | | To Ditto Extraordenary Allowance for the Deceased Child when she had the small Pox for the Doctor Her Charges | 4 . . | 36 | 22 . |
| 1784 January | 31st | To Ditto for the Allowances of the Deceased Girl from 28th Febry 1783 to 31st January 1784 is 11 Months | | 66 | . . |
| | | To Ditto Rounduct for Do for 6 Months @ 2 Pags P Month | | 12 | . . |
| 1785 January | 31st | To Ditto Allowance for Do from 1st Feby 1784 to 31st January 1785 is 12 Months @ 6 Pags P Months | | 72 | . . |
| July | 31st | To Ditto Ditto from 1st Feby 1785 to 31st July being 6 Months @ 6 Pags P Month | | 36 | . . |
| Octr | 31st | To Ditto Ditto Ditto from 1st Augt to 31st Octr being 3 Months @ 1 Pag P Month | | 3 | . . |
| 1786 April | 10th | To Ditto Mr David Pryce Attorney to the Executors of the Deceased in Part of the Pending Questions of Precipt | 50 . . | | |
| | 13th | To Ditto Ditto Ditto | 30 . . | 100 | . . |
| May | 6th | To Ditto Ditto Ditto | | 100 | . . |
| | | Carried Over Pagodas | | 735 | 3 . |
| | | Carried Over Pagodas | | 735 | 3 . |



| | | | | |
|---|---|---|---|---|
| 1782 January | 24th | By the Amount of my Bond in the Deceased favor of this Date | 500 . . | |
| 1787 Feby | 28th | By Interest on Ditto from 24th January to 28th February 1787 being 7 Years 1 Month and 6 Days @ 12 P Ct P Annum | 426 . . | |
| | | | 926 . . | |
| | | Carried Over Pagodas | 926 . . | |

1787 Febry 28th To Interest on the above Sums from their Respective Dates to this Day @ 12 p Ct p Annum

Brought Over Pagodas ..... 733. 9. "

Cav Pagodas ..... 48 25 for 2 years 6. 6. 8 ..... 40. 7. 20
25 " " ..... 6. 6. 10 ..... 20. 13. 40
72 " ..... 6 " " ..... 51. 38. "
72 " ..... 5 " " ..... 43. 9. "
72 " ..... 4 " " ..... 34. 25. 20
36 22 ..... 4 " " ..... 27. 5. 40
66 " ..... 3 " 4 ..... 24. 19. "
12 " ..... 3 " 4 ..... 4. 20. "
72 " ..... 2 " 4 ..... 18 " "
36 " ..... 1 " 7 ..... 6. 38. "
3 " ..... 1 " 4 ..... " 21. 30
50 " ..... " 10. 20 ..... 5. 15. "
50 " ..... " 10. 7 ..... 5. 12. 60
100 " ..... " 9 " 24 ..... 9. 36. " 291. 25. 60

Pagodas ... 1026. 38. 60

Madras Errors Excepted

28th February 1787

Dft



Brought Over Pagodas ..... 926. " "

1787 Febry 28th By Ballance ..... 100. 38. 60

Pagodas ... 1026. 38. 60

Filed the 3 July 1787

# The Replication of Henry Norris Executor to the last Will and Testament of Michael Crotty Deceased Complainant to the Answer of Ragunah of Madras Dubash Defendant

This Replicant Now and at all times hereafter saving and Reserving unto himself all and all manner of Benefit and Advantage of Exception that may hereafter be had or taken to the many Errors Uncertainties and Manifest Insufficiencies and Imperfections in the Defendants said Answer contained for Replication thereunto or unto so much thereof as he this Replicant is advised is Material for him to Reply unto he this Replicant doth Reply and say that his Bill of Complaint and all and singular the Matters and things therein Contained are good true and certain and sufficient in the Law to be Answered unto and that he the said Defendant in his said Answer in manner and form as the same are therein and thereby set forth Stated and Alledged is insufficient and this Replicant is for further Replication in this behalf to say that the said Defendant did receive the said Michael Crotty in his life time in the Capacity of a Dubash and he transacted the Business of the said Michael Crotty as such but this Complainant denies that the said Defendant having had the sole management of his Affairs as his Attorney by Power of Attorney or in fact whatever, having had any thing at all to do therewith for this Replicant saith that he had been in long habits of Intimacy with the said Michael Crotty and had always been treated by him as a Confidential Friend and Manager of his private Concerns when they stood in need of any Assistance That as to the Power of Attorney which the said Defendant pretends the said Michael Crotty Granted him previous



to the Death of the said Michael Crotty this Replicant cannot give Credit to the Authenticity of for this Replicant saith that the said Michael Crotty died on the Third day of February which was in the Year of Our Lord One Thousand Seven hundred and Seventy Nine / he being then in Camp at Madras / Appointed this Replicant this Attorney by Virtue of a Regular Instrument under his hand and Seal a Copy whereof is hereunto Annexed and marked this Replicant prays may be taken as part thereof the Original being in his Custody and Ready to be produced when required under which Power this Replicant continued to Act in the Affairs of the said Michael Crotty in like manner as he had done previous to his Granting the same That in and by the last will and Testament of the said Michael Crotty Which was duly proved in this Honble Court and is now upon the Records thereof This Replicant and One Captain Samuel Melsford who is since dead were Appointed Sole Executors and Trustees thereof which said will is dated only Six days previous to the Date of the said pretended power of Attorney set up by the said Defendant and whereby This Replicant and the said Samuel Melsford are specifically Appointed Guardians to the said Child of the said Michael Crotty as will also further Appear by Copy of a Letter Written by the said Samuel Melsford to this Replicant dated the Twenty Ninth of April One Thousand Seven hundred and Eighty one bearing of the Death of the said Michael Crotty and a Legacy of two hundred Star Pagodas is bequeathed to Mutimah the Mother and One Thousand Eight hundred Pagodas to the said Child Itself both of whom this Defendant in his Answer Admits Were left under his charge and Protection by the said Michael Crotty Previous to his leaving Madras This Replicant therefore submits to This Honble Court whether under the circumstances above mentioned it

it was Probable for that the said Michael Crotty should Appoint this Defendant this Attorney as he pretends and leave the said Mother and Child Solely under his Protection this Replicant All the he will not take upon him to say that there might not have passed some slight Conversation between the said Michael Crotty and the said Defendant Tim Consequence of which let the the said Ragana's knowing that the stood indebted to the said Michael Crotty upon this Bond might not have been induced to Supply Monthly as the aforesaid Mother of the Child Out of the Amount of the Sum credited the said Defendant in the Account Current Annexed to this Complainants Bill of Complaint but this Replicant Saith She was himself Requested by the said Michael Crotty before he going on board Ship to take care of the said Mother and Child as soon as he should Return to Madras / this Replicant being at the time of the Departure of the said Michael Crotty to the Southward at Trichinopoly and during which Period the Year One Thousand Seven Hundred and Eighty Two for a short Period and that he was as Executor at different times Indebted the said Defendant Having but Two Rupees Money to the Estate of the said Michael Crotty to pay the said Mother for the Support of the said Child Five Pagodas Per Month and ever Allowing that the said Michael Crotty had given the said Defendant the Power of Attorney as he pretends this Replicants Saith That all Power and Authority derived therefrom ceased upon the Death of the said Michael Crotty and was superseded by his leaving a Will and Appointing Executors to act under the same / this Replicant further saith That with Respect to the said Bond being given by the said Defendant to the said Michael Crotty more as a Memorandum of his having so much of the said Ricards Property in his Hands than as an Obligation upon a Loan that in all the Conversations he had either in person or by his Attorney with this

said



said Defendant respecting the Payment of the Bond in Question which have been Numerous not One Word was ever mentioned or insinuated by the said Defendant of the Kind neither is it probable that had the said Money been deposited with this Defendant in the way he pretends to wit for the Support of the said Mother and Child that a Regular Bond bearing Interest which this does at the rate of Twelve P Cent and payable in three Months would have been given for it Another Circumstance this Replicant begs leave to remark and which adds to the Improbability of the said Bond being specifically granted to the said Defendant for the Support of the said Mother and Child is that the same was Granted in the Months of January whereas the said Michael Crotty did not depart from Madras before the Months of April and therefore in fact the said Bond was due before the the said Michael Crotty went on board Ship and further that if the said Bond was granted for the Support of the said Mother and Child the said Ragana's ought not to have Advanced Beyond the Amount thereof in that of which did Appear by his own Account Annexed to his Answer and by which he does not pretend to have Advanced any money and Account of the said Mother and Child since October One Thousand Seven hundred and Eighty Six that a Sum of Money by far exceeding the Ballance According to his own Rate of charging which remains due upon the said Bond was paid by him to Mr David Joyce as Attorney to this Replicant and Account of the said Bond so late as the Months of January and do believe in fact the aforesaid the said David Price to pay him the Ballance as it then Appeared due after Allowing the Sum credited in the Account Current Annexed to this Complainants Bill of Complaint as having been Advanced to the said Montamah the Mother of the said Child of the said Michael Crotty the Particulars of which said Michael

Lastly the Particulars of which the said Account was afterwards regularly Made out and Sworn to by the said Mortimah before Robert Ewing Esquire then Mayor of Madrasspatnam as by a Copy thereof hereunto Annexed Will more fully Appear the Original being in this Repliants Possession and Ready to be produced to this Hon.ble Court when required

This Repliant further Saith that so far from the said Defend.t Supplying the said Mortimah in the manner he has pretended to Charge her in the Account he has Annexed to his Answer that continual Complaints were made to him by the said Mortimah the mother of the said Child for not being Supplied at all Especially in the Year One Thousand Seven Hundred and Eighty Two upon this Repliants return from Trichinopoly the said Mortimah Complained to him of the said Ragunah having Stopped Making her the usual Allowance of five Pagodas per Month which induced this Repliant to send for the said Ragunah and to Produce a Letter from the said Michael Crotty to this Repliant Written upon his Departure from Madras Mentioning that the said Ragunah would Advance Money to her the said Mortimah if this Repliant at Madras and this Repliant then Questioned the said Ragunah with Regard to his withholding the said Allowance which Not Having Money in his Hands and Directed him to pay the said five Pag.s per Month to the said Mortimah as Usual which he Engaged to do This Repliant further Saith that it is his firm belief and Opinion that the Directions if any given by the said Michael Crotty to the said Ragunah previous to his Departure was that the the said Ragunah being indebted to the said Michael Crotty in the Sum of Five hundred Pagodas should Apply the Monthly Interest thereof for the Maintenance and Support of the said Woman and Child and not that the said Ragunah



Granted expressly for that purpose and that if she ever did Supply More than the said five Pagodas a Month it was without any Order or Power from this Repliant as Executor as aforesaid and which this Repliant humbly conceives what he was not Authorized in doing

Lastly this Repliant Saith he has the Submitted every thing that lay in his power to this Hon.ble Court as the Executor of the said Michael Crotty to the proves the Fallibility of the Account which the said Defendant has thought Annexed to his Answer and Ventures to take his Oath thereto and hopes to Adduce such proofs hereafter as will be Satisfactory in Refuting the same and further hopes that this Hon.ble Court will take into Consideration the Case of the female Infant now about Twelve Years of Age whose Property is at Stake and which must Suffer provided the exorbitant Charges made by the said Defendant are Allowed of

All which Matter and things this Repliant is Ready and Willing to aver Maintain and prove as this Hon.ble Court shall direct and humbly prays as in and by the said Bill he hath Already Prayed

Chas Parker
Compl.ts Attorney

1420.

Know all Men by these Presents that I Mich.l Crolly Lieut.t of his Majesties Ship in the Honble Company's Service have made, Ordained, nominated & Authorized, Constituted and Appointed, and by these Presents do make, Constitute, Ordain, Nominate, Authorize and Appoint Henry Morris of Richmond in Surry true, Certain and Lawfull Attorney, for me and in my name, and for & in my proper Behalf to Demand, Sue, for, Recover and Receive by all Lawfull Ways and Means whatsoever, of and from all and every Person and Persons whomsoever, whom it doth, shall or may Concern, all and every such Sum and Sums of Money, Debts, Dues, Goods, Effects and things whatsoever, which now are and shall be and remain Owing, payable or belonging to me the said Mich.l Crolly or by Virtue of any Bill, Bond, Bond or any or Account or Trading or Dealing or upon any Account Whatsoever and in any other Will however, and if found to Account and bring to a Reckoning all & any Person or Persons Concerned in the Premises, and upon Receipt and Recovery of all & any such Sum or Sums of Money, Debts, Dues, Goods, Effects or other things or any part thereof, Sufficient Acquittances and Discharges for me and in my Name from time to time to make and give, Giving and by these Presents granting unto my said Attorney full Power and Authority in and touching the premises to Sue, prosecute, Arrest, Attach, Seize, Sequester, implead, imprison, Condemn and prosecute, and thence and thereof, against to Acquit, discharge and out of prison set to release, also for Me to Appear and Answer to any Person or Persons and all & any Court or Courts or other Places as Demandant or Defendant in any Suit, Action or Appeal for or by Reason of the Premises, Likewise One and more Attorneys under him to Set, Substitute and Appoint and again at Pleasure to remove and Generally to do, Act and Perform all & other Matters and Things in and towards the

1421.

Premises requisite and Necessary as fully as I myself might or could were I personally present and do hereby Ratify and Confirm all and Singular whatsoever my said Attorney or his Substitutes shall Legally do or procure to be done and touching the Premises, in Witness Whereof I have hereunto Set my Hand and Seal in Camp at Madras this 3.d day of Feb.y 1779

Signed and Sealed where none Stamp'd Papers to be had in the Presence of

Fra.s Fowens
Peter Cas Defosse

Mich.l Crolly L.S.

A true Copy
Sam.l Baker

Dear Norris

I have just Rec.d a Letter from Lieut.t Miller of the Ajax Man of War, Dated 4.th at Ha, which brings me the melancholy News of the Death of Our friend Crolly the Account I fear is too true as the Lieut.t That went with our Deceased friend brought back the Letter— A few Days before he went from hence he inclosed Your Mr.s Lights two Bonds, with a Request that You would transact the Business for him and after expressed himself very warmly about Your Considering the Many obligations he was under, and the favors he had Rec.d from You— he has Appointed You and my self Trustees for his Estate, but as some Ill designing persons has Given out

1422.

I have a family in this Country, it may purchase be a difficult matter to persuade Mr. Halsford, but that Mrs Cotty is aware of, therefore to avoid all Suspicions that may arise and this Acct. I must beg you will excuse me from Acting, and I shall always bear the same regard to the Child of a Deceased friend, as if I did the Will is left here at Madras, with some other papers, with the Old Mr. Harrison

Madras
April 29th 1780

I am Dear Norris
Always
Your's truly
Sam'l Halsford

A true Copy
Chas Baker

Account of Cash and other Articles Acknowledging to have been received at sundry times by Mutunnah Woman to the late Captain Michael Cotty in the Honble Company's Service Deceased

| | | | |
|---|---|---|---|
| By Cash in the Year 1780 commencing 1st March Inst. | | | |
| 9 Months @ 5 Pagodas p Month | | 50 | |
| Do Do 1781 12 Months @ 5 Pagodas p Month | | 60 | |
| Do Do 1782 | | 60 | |
| Do Do 1783 for 8 Months | | 40 | |
| Do Do @ 3 p Annum | | 20 | |
| | | | 220 |
| By Cash for Clothing March 1780 | | 3 | |
| Do for Chintz | | 5 | |
| Do Extra Rent for 2 Months in 1782 | | 4 | |
| | | | 12 |
| Pagodas | | 302 | |

1423.

I Mutunnah Woman to the late Captain Michael Cotty in the Honble Company's Service Demand do Most Solemnly Swear According to the Custom of my Cast to Wit that this Account is Justly true and that I never at any other time or times Received from Rutnah Ragunah late Dubash to the said late Captain Michael Cotty Deceased or on his Account any further Sum or Sums of Money or any other Articles as in Mention'd Neither Love, Fee, Appearance or Jewels or any thing Else Mention'd in this Account Amounting to the Sum of Three Hundred and two Pagodas

Mark
The M of
Mutunnah

The above Contents having been explained by Sorabjee the Court Interpreter Sworn at Fort St. George before me this 9th Dec. 1786

Robt. Ewing
Mayor

A true Copy
Chas Baker

Filed the 28th Jany 1788

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator David Pogue one of the Executors Named in the last Will and Testament of Henry Norris Deceased That the said Henry Norris as Executor Named in the last Will and Testament of Michael Cotty Deceased did in his life time file an Amended Bill in this Honble Court Against Rutnah Ragunah late of Madras Dubash

thirty five Guineas and thirty six Cents Charged to be deducted to the said Henry Norris as Executor as aforesaid and the Balance so ascertained Current Coyn whereof was Answered to the said Amended Bill of Complaint and that the the said Henry Norris as Executor as aforesaid Might be Effectually Relieved and the Premisses duly Prayed that Process of this Honble Court against the said Defendant that he might Appear and Answer the said Bill of Complaint which Process being granted and the Defendant thereupon Served he the said Defendant Appeared Accordingly and on the third Day of April which was in the Year of Our Lord One Thousand Seven hundred and Eighty Seven filed his Answer to which said Answer he the said Henry Norris as Executor as aforesaid did on the third Day of July in the aforesaid Year file a Reply as by the said Bill Answer and Replication Now of Record and Remaining before this Honble Court may and do fully and at large Appear

Buttonsoits May it Please this Honble Court that before any further Proceedings were had in the Cause that it pleased the third Day of November last Past the said Henry Norris the Complainant in this Cause whereby the said Suit and Proceedings thereupon became abated and the said Henry Norris having in his Life Time made and duly Published his last Will and Testament and Appointed Your Orator Executor of his Executors thereof who since the said Henry Norris death has Proved the said Will in due Form of Law and taken upon himself the Burthen of the Execution thereof and for as much as by the death of the said Henry Norris the said Suit became 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 Rutnal Ragunah and that they may be Put into the like State and Condition as the same were in at the



May it Please this Honble Court the Premisses Considered to grant unto Your Orator as Executor as aforesaid a Summons to Revive under the Seal of this Honble Court directed to the said Rutnal Ragaunah 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 there to shew Cause if he can why the said Suit Order and Proceedings so abated as aforesaid should not stand and be 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 Premises as aforesaid and also to stand to and abide by such Order and Decree as to this Honble Court shall seem Meet

Jno. Parker
Atty for Complainant

Filed the 12th May 1788

The Amended Rejoinder of Rutnal Raganah of Madras Dubas Defendant to the Replication of Henry Norris Executor of the Last Will and Testament of Michael Cooley Deceased Which was Revived by David Poyer as Executor to Henry Norris Complainant

This Defendant Now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the Manifest Insufficiency and Uncertainty of the said Replication of the Complainant for Rejoinder thereunto saith that this Defendant

Defendants said Answer is true, Certain and Sufficient in this Law to be
Replied unto, and further saith as in and by his said Answer he doth
Already said, and doth and will at all times Aver, Maintain and prove
all and every Matters and things therein Contained to be true, Certain and
Sufficient in such Manner, and for such purposes as therein is Alledged
and expressed; And this Defendant saith that the Replication of the
said Complainant is evasive and insufficient in the Law to be Enjoined
unto by this Defendant for divers Defects and Imperfections therein
Contained And for further Rejoinder this Defendant saith that the Repli-
cant hath throughout his Replication Attempted to Misconstrue the Mea-
ning of this Defendant, clearly and concisely expressed in his Answer, and
hath moreover inserted therein many things as being contained in the
said Answer which are not therein, And particularly wherein the
Replicant would insinuate that this Defendant had declared in his
Answer that he had the sole Management of the Deceased Richard
Crotty's Affairs, which this Defendant hath not done, But only that
he transacted the business of the Deceased in that Capacity of Head Dubash
And this Defendant did not pretend that he transacted any other
Business belonging to the Deceased than such as came under the
Usual Cognizance of a Head Dubash The Replicants doubts of this
Defendant having a power of Attorney from the Deceased Richard Crotty
is equally ill Grounded Because altho it is true that the said Richard
Crotty did give a power of Attorney previous to his departure from Madras,
this Defendant doth not pretend it was for the purpose of his having
the Universal Management of the said Deceased's Affairs, But only
with a View of giving this Defendant a Degree of Authority to pay the
Monthly Sums which he Charged him to pay at his departure to



Maintenance of his Woman and Child during his absence, the Deceased
hoping that he should Recover his health by a Voyage to Sea This Defendant
Saith that there cannot be a stronger Argument arising from the Deceased
leaving the Money in Question in his hands being for the purpose of
Providing for his Woman and Child than that, that he did not demand
Payment of it at the time it was due, which was about the time of his
Departure and that he should also enlarge his confidence towards
this Defendant by delivering him a Letter of Attorney which this
Defendant will not however pretend was given for any other purposes
than those expressed and before Applied by this Defendant in his Answer
And merely to give him an Authority to pay the said Woman and Child
a Monthly Sum for their Maintenance and therefore said Power of
Attorney did not limit this Defendant power to the bounds of Madras,
as may more fully Appear by Copy of the said power of Attorney hereto
Annexed for the Inspection of this Honble Court which this Defendant
Prays may be Admitted as part of this his Rejoinder And this
Defendant Saith that the said Woman and her Child were absolutely
left by the said Deceased under the sole Management of this Defendant
And this Defendant Saith that it was not an Office that in any way
coveted or desired, Nor is it reasonable to suppose that any One person
Would desire to burthen themselves with so much a Charge as this certain
That this Defendant Henry Norris never did hear any of the Deceased
Michael Crotty's friends, And this Defendant Saith that it was a very
heavy and burthensome Charge, as must Reasonable be thought, to
Provide for the said Woman and her Child during the whole of the late
War at a time that it was difficult for persons to provide Rice for the Use
of their own families, And this Defendant Saith that it was happy

for

for the said Woman to be left under his Care, as he was a great Means of her further Support besides paying her regularly her Allowance of Six Pagodas per Month and paying other necessary Charges, And this Defendant saith that he was in hopes that the Replicant would not have proceeded in this Suit after this Defendant had given in his Answer, and that he would clearly have seen the Unreasonableness of, And this Defendant saith that it is a great injury to the Memory of the Deceased that the Replicant should have instituted a Suit of that Nature against this Defendant, who has given an Oath to the truth of the payments for which he received the said Money and hath tendered a power of Attorney from the said Deceased, Which gave him a power even to cancel the Orders of the Deceased Michael Crotty if he had judged proper and the power of Attorney shews the confidence the said Deceased had in him And he hath this his General Character as he is esteemed to be Regarded in a better light than he has been by the Replicant, And this Defendant saith that the Replicants Account do evidently shew the injustice of his designs and how little he was inclined to preserve a fair and honest Dealing towards this Defendant Because the Replicant not only disputes Sixteen Items Credited for what he really paid to the said Woman, but the Charges stand with full Interest upon the Bond and refuses to Credit him Interest on that Part of the Money he does allow him, And this Defendant further saith that the Replicant Henry Norris Deceased came to Madras in the Year One Thousand Seven Hundred and Eighty four at which time the Woman and Child were under his Care, that he carried an Account of the Sums Expended by him on their Account with which he the Replicant Charged this Defendant and had not charged Interest on the Bond nor on the Sums

Advanced by him, And the Replicant Henry Norris did recommend for the Woman and Child to question them about the Money they had received and to enquire after their being taken care of. And the said Replicant was so well Satisfied with this Defendants Conduct towards his Master, that he still left them under this Defendants Charge, which he would Not have done had he been of Opinion that this Defendants Account had not been right, and that he had not dealt justly by them, and Moreover this Defendant saith that when the Replicant went to Trichinopoly afterwards he again recommended the Woman and Child to this Defendant, And this Defendant continued to supply them With their Allowance and Necessaries as usual, But when the Replicant Henry Norris returned to Madras in about October or November this Defendant did desire to leave the Charge of the said Woman and Child any longer and did therefore request of him to Relieve him from that Trouble, and did also desire a Settlement of Account between him and the said Michael Crotty, And this Defendt did therefore discontinue the Charge of the said Woman and Child after the thirty first day of that Month viz of October which was in the Year of Our Lord One Thousand Seven hundred and Eighty five And this Defendant did send in his Account to the said Henry Norris Who soon after left Madras and David Pyper as his Attorney And this Defendant is of Opinion, if the said Henry Norris had been at Madras that he would not have commenced or continued the present Suit, For to shew the Unreasonableness of the said David Pyper this Defendant prays to be allowed hereunto to Copy from an Original Account drawn out by him as between this Defendant and the Estate of the said Michael Crotty, wherein the said David Pyper gives Credit to this Defendt

as

as having paid Several Sums of Money Amounting to upwards of
three hundred Pagodas, for which he does not allow any Interest and
gives this Defendant Credit for the two hundred Pagodas so Charged
by this Defendant to have been paid him in his Answer as mentioned
to receive an Account of Interest And on the Debit side the said David
Pryce does Moreover debit this Defendant with the Sum of forty three
Pagodas twenty two fanams and forty Cash for Commission, Which
Account will Shew the injustice of the pretended Complainant, from the
beginning of the Suit to the present proceeding And will also prove that
all this the two hundred Pagodas could not be paid on Account of
Interest that it Nevertheless was truely and Really paid And this
Defendant saith that he Really inadvertantly paid the said Money
to the said David Pryce at all and did not think at the time that he
Would take a further Advantage of drawing out a further Account
denying that he had Received the said two hundred Pagodas and only
One hundred and fifty Pagodas Respecting the Charge of forty five
Pagodas for a Horse this Defendant doth absolutely deny that he
sold the said Horse or received the said forty five Pagodas or that
or that he is directly or indirectly indebted or responsible for that Sum
And this Defendant saith that the Replicant hath not taken any
Notice in his Replication of the Debit of forty eight Pagodas and twenty
five fanams paid and Advanced by him for provisions and Necessaries
for the Deceased on the twenty second day of March One Thousand
Seven hundred and Eighty which Sum was Really and Actually paid
by him Most of the Sum of twenty five Pagodas paid to Captain Samuel
Wetherell One of the Executors of the said Deceased The Replicant hath
likewise Not taken any Notice that this Defendant did pay and Advance Money for the
Maintenance



Maintenance of the said Woman and Child for Four Years and Ten
Months only Whereas this Defendant had Charge of the said Woman
and Child from the first March One Thousand Seven hundred and
Eighty until the thirty first October of One Thousand Seven hundred
and Eighty five which is Five Years and eight Months Allowing
inaccuracies and in Attention in the Replicant do shew that this
intention is not to benefit or Advantage the Estate but on the Contrary
to involve the Estate in difficulties and intricacies to Answer the
End of private Resentment

All Which Matters and things this Defendant is ready
and Willing to aver Maintain and prove as this Honble Court shall
Direct and Most humbly prays as in and by his said Answer he hath
already Prayed

Wm Dupuy
Wm Dupuy
Defendant

# Dr. — Rutland Ragan in Dr. to Account with the Estate of the late Capt. Michael Cottey —

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| To the Amount of your Bond | 300. | - | - | By Cash Rec.d for the Maintainance of the Mannard of the late Capt. M.Cottey from 1st March 80 to the 31st December 1784 inclusive | 298. | - | - |
| To a House | 45. | - | - | By Cash for a Cotton in March 1780 | 3. | - | - |
| To Interest on Pag.e 300. from 26th Jany 1780 to the 19th May 1786 in 6 Yrs. 3 Mos. 26. @ 12 p.Ct. p.Annum inclusive | 279. | 14. | 73. | By 2 Pieces of Cloath | 5. | - | - |
| To Do. on Pag.e 45. from 10th April 1780 to 19 May 1786 in 6 Yrs. 1 Mo. 10. @ 12 p.Ct. p.Annum inclusive | 33. | - | - | By House Rent for 2 Months in 1780 | 4. | - | - |
| To Commissions | 47. | 22. | 60. | By Cash Rec.d in Dead Rent of Interest | 100. | - | - |
| | | | | By Do. ——— Do. ——— Do. | 100. | - | - |
| | | | | | 510. | - | - |
| | | | | Balance due | 494. | 37. | 33. |
| Pagoda's | 1004. | 37. | 33. | Pagoda's | 1004. | 37. | 33. |

Fort St. George 19th May 1786.
Errors Excepted
for Dav.d Pryce

True Copy
Hy Dundas
Hy Desmaretz

(193)

Know all Men by these Presents that I Rutland Ragan of Gentoo Inhabitant of the Town of Madrass in the Coast of Coromandel in the East Indies Merchant am held and firmly bound unto Michael Cottey late of the Island of Antigua in the West Indies Esq.r deceased in the Sum of Three Hundred Pagodas of Current Money of the Coast of Coromandel to be paid to the said Michael Cottey 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 26th day of January in the Year of our Lord 1780 and in the 20th Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c.

The Condition of this Obligation is such that if the above bounden Rutland Ragan his Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named Michael Cottey his Executors Administrators or Assigns the full and just Sum of One Hundred and Fifty Pagodas of Current Money of the Coast of Coromandel on or upon the Twenty sixth day of January which will be in the Year of our Lord 1781 with Interest for the same at the Rate of Twelve per Cent. per Annum from the Date hereof then this Obligation to be void and of none Effect or else to remain in full Force and Virtue in the Law.

Sealed and Delivered in the Presence of us
Rutland Ragan
Alexr. Anderson
Jno. Hall

Rec.d the Contents of the above Bond
Rutland Ragan

Rec.d the Contents of the above Bond
Rutland Ragan

Rec.d the Contents of the above Bond
Rutland Ragan

1434

Our or in our Attorney under him to set Substitute and Appoint
and again at pleasure to revoke and generally to do, Act and per-
form all other Matters and things in and towards the premises
requisite and Necessary as fully as I myself might or could do were
I personally present, and I do hereby Ratify and confirm all and
Singular what soever my said Attorney or his Substitute shall
legally do or procure to be done in and touching the premises
In Witness Whereof I have hereunto set my Hand & Seal this Wdnes
aforesaid this 22d March 1780

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

Mich.o Crolly

Madah Govendoo Chilly

Interrogatories to be Administered to
Such Witness as shall be produced and
Sworn and Examined in a certain Cause
Depending and at Issue in the Court
ther Mayor's Court at Madras patnam
Wherein David Pryce Esq.r one of the Executors
Named in the last Will and Testament
of Henry Nonnis Deceased who is Executor
of Michael Crolly Deceased Complainant
and Rutnah Raganah of Madras
Inhabitant Defendant

Mutturnah

1433

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 and how long have You so known them or either
and which of them Declare

2d Interrogatory Look at the Paper Writing now produced and
Shewn to You at the time of Your Examination Marked A is or is not the
Mark at the Foot or Bottom thereof Your Mark or Signature Did You
or did You not Swear to the Truth of the Contents thereof

3d Interrogatory Did You or did You not at any time or times
and when Receive any other and what Sums of Money from the said
Defendant Raganah on Account of said Coattho Loys or any other
and what Account besides the Different Sums Specified in the said
Paper Writing Marked A

4th Interrogatory Did or did not the said Defendant Regularly
Supply You with the or Monthly Allowance in the absence of Mr Henry
Nonnis from Madras if May who and about what time did he fail doing
so and Did You or did You not apply to the said Henry Nonnis upon
his coming to Madras in Consequence Did or did not the said Henry
Nonnis send for and talk to the said Defendant and Did or did not
the said Defendant afterwards agree to Advance You the same Allo-
wance as usual

5th Interrogatory Lastly Do You know of any other Matter
or thing or have You heard or can You Inform touching 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

Present Interrogated this Year. Declares the same fully and at Large as if You had been thereunto Particularly Interrogated.

Mr. Baker
Mr for Compt.

ACCOUNT of Cash and other Articles Acknowledged and Delivered and Received at Sundry Times by Mutumah Memar to the late Captain Michael Crotty (in the) Honble Company's Service Deceased

| | | |
|---|---|---|
| By Cash in the Year 1780. Commencing the 1st March | | |
| For 1 Month @ 5 Pagodas P Month | 30. | |
| Do. Do. 1781. 12 Months @ 5 Pagodas P Month | 60. | |
| Do. Do. 1782 | 60. | |
| Do. Do. 1783 | 60. | |
| Do. Do. 1784 @ 5 Pags for 8 Months | 40. | |
| Do. Do. @ 5 Pags P for 4 Months | 20. | 290. |
| By Cash for Cloth in March 1780 | 3. | |
| Do. 2 Chints | 3. | |
| Do. Hire Rent for 2 Months in 1780 | 4. | 12. |
| | Pagodas | 302. |

Mutumah Memar to the late Captain Michael Crotty in the Honble Company's Service Deceased do Most Solemnly Swear According to the Customs of my Cast to Wit. That the Account to Justly true and Just Never at any other time or times Received from Rutna Lal Ragamah late Dubash to the said late Captain Michael Crotty Deceased from this Account any further Sum or Sums of Money or any other Articles in Lieu thereof Neither Love Fear Favour or



Jewels excepting those Mentioned in this Account Amounting to the Sum of Three Hundred and two Pagodas

The above Contents having been explained by Sookanay the Court Interpreter Sworn at Fort St George before me this 9th Dec. 1786

Mark
The M of
Mutumah

Rob. Ewing Mayor

A

This Exhibit Marked A. Was shewn to Mutumah at the time of his Examination before me on the Part of the Complainant in a Certain Cause depending in the Honble the Mayor's Court at Madraspatnam wherein the said David Pyemans of the Executors Named in the last Will and Testament of Henry Norris deceased Plaintiff Executors to Michael Crotty Deceased Complainant and Rutnaldi Ragamah Defendant was on the 12th Day of November Anno Domini 1788

Joseph Shaw
Esqr

Mayor's Court
Madraspatnam

Between David Pyper Exr of the Last Will and Testament of Henry Norris Deceased who is Executor to Michael Cotty Deceased Complainant and Rutnah Pagana Inhabitant of Madras Inhabitant Defendant

On the Part of the Complainant

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

Mutumah, Inhabitant of Madras Aged twenty five Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the twelfth Day of November One Thousand Seven hundred and Eighty Eight at the Office of Mr Henry Du Puy who is Attorney for the Defendant by Direction Servants who also Subscribed as Notes of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows Viz

1st To the first Interrogatory this Deponent Saith that she doth well know the Complainant David Pyper in this Cause but that she doth not know the Defendant Rutnah Pagana in this Cause and that she hath been known some fifteen Years or thereabouts and answereth as said to this Interrogatory

2 To the second Interrogatory this Deponent saith that the mark at the foot or Bottom of the paper Marked A now shown to her at the time of her Examination is her own Mark And that she did Sign and Seal the Instrument thereof and answereth as said to this second Interrogatory

3 To the third Interrogatory this Deponent saith that she doth continue to



Receive from the Defendant Money this Deponent saith that she continued to receive from the Defendant Money on Account of Food Cloathing &c at the rate of seven Pagodas a Month commencing from the date Mar to its conclusion this Deponent saith that she did not receive any Sum or Sums of Money save and except the different Sums specified in the said Paper Writing Marked A And answereth as said to this third Interrogatory

4 To the fourth Interrogatory this Deponent saith that the Defendant did not regularly Supply her with the Monthly allowance in the absence of Mr Norris from Madras This Deponent saith that the Defendant failed doing so after the Examination of the late Mar And this Deponent did in consequence apply to the said Henry Norris upon his coming to Madras This Deponent further saith that the said Henry Norris did not send for and talk to the Defendant and that the Defendant did afterwards agree to Advance this Deponent the same allowance as Usual but failed and this Deponent answereth as further said to this to the last Interrogatory

Joseph Shaw
Exr

Mutumah
her + Mark

1660.

## Additional Interrogatories to be administred to such Witnesses as shall be produced sworn and Examined on a certain Cause Depending and at Issue in the Honble the Mayors Court at Madrasapatnam Wherein Henry Norris Executor of Michael Crotty Deced Complainant and Rutnal Ragunah of Madras Dubash Defendant

1661.

## Mayor's Court at Madrasapatnam

Between Henry Norris Executor of Michael Crotty Deced Complainant and Rutnal Ragunah of Madras Dubash Defendant which said Cause hath since been Revived in the Name of David Pyke One of the Executors Named in the Last Will and Testament of the said Henry Norris Deced against the Said Rutnal Ragunah

On the Part of the Complainant

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

Jamboo Naick a Dubash of Madras Aged Thirty Years or Upwards being Produced as a Witness in this Cause On the Part of the Complainant was on the Twenty fifth Day of May One Thousand Seven hundred and Eighty Nine Sign'd at the Office of Mr Henry Dis Puy who is Attorney for the Defendant by One of my Servants who also left the usual Notes of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.t

1st ..... To the first Interrogatory this Deponent saith, That he doth know the Complainant David Pyke in this Cause and that he has often known him Several Years or Upwards and that he doth know the Defendant Rutnal Ragunah in this Cause and that he has often known him from his this Deponents Infancy And Answereth to this first Interrogatory

2 ..... To the Second Interrogatory this Deponent Saith, he doth not know that the said Michael Crotty did leave a Fortune in the Possession of the Defendant and further saith, That he was told by the Concubine of the

said Michael Crotty in the presence of Mr. Norris, that the Deceased Michael Crotty did leave a Share with the Defendant in the Debt for a Certain Sum of Money. And further saith not to this or to the best Interrogatory

Joseph Shawe

Examt.

Tamboo Chetty

## Interrogatories to be Administered to the Witnesses and to be Proved and Sworn and Examined in a Certain Cause now Depending and at Issue in the Hon.ble the Mayors Court at Madraspatnam wherein Henry Norris Executor to the Last Will and Testament of Michael Crotty Deceased is Plaintiff and Rajah Reinvd by David Bryant Executor to the said Henry Norris was Complainant and Rattiah Nayanah is Defendant

On the Part and Behalf of the Defendant

To all the Witnesses

1st. Do You know the Parties Complainant and Defendant in the Title of these Interrogatories named as also Michael Crotty deceased Have You or Have You not known them or either and which of them

To Narrain and Cholia Pillah

2d. Did You or Did You not know Michael Crotty the Deceased in the Title of these Interrogatories Named if You was how and in what Manner and how long before his Death was he Sick and Ill and for what Time before the Beginning of the Year One Thousand Seven Hundred and Eighty Do You know or believe that the Defendant in the Title of these Interrogatories Named was or was not Indebted to the said Testator at and before the said Time and how long Do You know how You heard or



That the said Defendant did execute a Bond for any and what Sum of Money about the said Time and when And for what Sum of Money Whether was the said Money Advanced and Lent by the said Testator by way of Loan or how otherwise and for what purpose Did or Did not the said Testator leave Madras sometime and when about the Beginning of the said Year One Thousand Seven hundred and Eighty And whether by Letter or otherwise for the Recovery of this Debt Whether or no Did the said Testator Michael Crotty previous to his Departure Nominate and Appoint the Defendant as his Attorney and Whether in Writing or how Declare

To Maddah Govinda Chitty

3d. Look at the Printed Paper now shewn to You at this Your Examination Marked A purporting to be a Letter of Attorney from the said Michael Crotty to the Defendant Did You see the said Deceased Sett and Subscribe his Name and Seal thereto Whether or no is Your Name thereto Subscribed as a Witness of Your Own proper hand Writing and Whether You did Sett and Subscribe Your Name thereto in the Presence of the other Subscribing Witness Declare

To Narrain and Cholia Pillah

4th. Did You know have You heard or been informed whether the said Testator did or did not at or about his leaving Madras as aforesaid desire the said Defendant to take into his Care his Woman and Child during his Absence did or did not the said Deceased desire of the said Defendant to pay unto his said Woman Six Pagodas per Month for her Maintenance during the said time And to pay any other or further Sums for their Necessaries or otherwise Do You know Whether the said Defendant did or did Not pay unto the said Woman for the purposes aforesaid Monthly and every Month the Sum of Six Pagodas or any other and what Sum and how and in what Manner and by whose means Do You know or do believe that the same was paid to the said Woman Do You know whether the said Defendant did or

did

did or did not pay any other or further Sums to the said Woman for her Support or otherwise and to what Amount

Did or did not the Defendant continue to Advance the said Sum of Six Pagodas per Month to the said Woman from the time of the said Deceased's Departure until the Year One Thousand Seven Hundred and Eighty four or when and whether Henry Norris in the Title of these Interrogatories Named Deceased did or did not Then come to Madras Do You know Whether the Defendant did at that time go to the said Henry Norris or to the said Woman and Child Did or did not the Defendant at that or some time or when produce unto the said Henry Norris any and what Account as between him and the said Deceased Do You do You know or believe any Interest was allowed on the aforesaid Bond to the said Deceased by the Defendant given in the said Account and if not why not And whether any and what Remark was made thereon by the said Henry Norris and what passed how that occasion and whether the said Henry Norris was satisfied or Displeased with the said Account or how Declare

Did or did not the said Henry Norris again leave Madras and how and whether upon that occasion he did or did not recommend the further Care of the said Woman and Child to the Defendant And whether You know and how that the said Henry Norris did know that the said Woman did receive Five Pagodas or any other what Allowance for her Maintenance from the Defendant And was he or not as You know or have Reason to believe satisfied with the Defendants Conduct in the said Matter or otherwise Was there or was there not at War and famine during all or the greatest part of the time that the said Woman and Child were left under the Care and Management of the Defendant Whether You know have heard or been informed whether the said Child had or had not the small Pox during the said time Whether or was not Richard Mary Thackeray of Fife Hill by Name during the said time And whether You do



know or believe that the Care of the said Woman and Child were or was not of Advantage or otherwise Declare the same particularly

To Ditto ... 5th ... Until & what time exactly do You know that the said Defendant had the Care of the said Woman and Child and whether during all that time the Defendant did or did not Pay her the Sum of Six Pagodas per Month or any other and what Sum or Sums of Money for her maintenance Declare

To Lawrey Moodelly ... 6th ... Are You or are You not Acquainted with the Hand Writing of David Pryce in the Title of these Interrogatories Named If You look at the Paper Writing now shewn to You at the time of Your Examination Marked B. Purporting to be an Account as between the Defendant and the Estate of the Deceased Michael Crotty And Signed David Pryce Do You know & Whether any and what part thereof is wrote or Signed by the said David Pryce Declare Did or did not the said David Pryce demand the Balance thereupon from the said Defendant as Attorney to the said Henry Norris since Deceased And whether or no did the Defendant Acknowledge or Approve thereof Declare

To Narrain ... 7th ... Do You know have You heard or been informed whether the Defendant did or did not pay and Advance any and what Sum or Sums of Money unto the said Deceased Michael Crotty on or about his departure from Madras in the aforesaid Year of Our Lord One Thousand Seven Hundred and Eighty? If Yea declare the Amount thereof as to the best of Your Remembrance any and what Article that the same was expended for

To Vinachella & Moodelly / Govinda Pillay ... 8th ... Do You know have You heard or been informed whether the Defendant did or did not some time and how long after the Decease of the said Michael Crotty pay unto Samuel Welsford One of the Executors Named in his Last Will and Testament the Sum of Twenty five Pagodas If Yea whether was the same paid to the said Samuel

Samuel Hilsford Esquire his Demand as Executor thereunto and
how Declare

To all the Witnesses } Q. Do You know of any other Matter or Thing or have You heard
or can You Set forth any Thing touching the Matter in Question
in this Cause that may tend to the benefit or Advantage of the
Defendant? Sea Declare the same as You know have heard or
do believe together with the Reasons of such Your Belief as fully and
Particularly as if You had been thereunto particularly Interrogated

H. Dickens
Atty Defendant

Know all Men by these Presents that I Michael Crotty a Captain
of Infantry in the service of the United Company of Merchants of
England Trading to the East Indies in Madras have made, Ordained
Nominated, Authorized, constituted and Appointed and by these
Presents do make, constitute, ordain, Nominate, Authorize and
Appoint Rutnavelu Ragunaden of Madras Dubash to be my true
Certain and Lawfull Attorney for me and in my Name and to
and for my proper use and behalf to Demand, Levy, ask for, recover
and receive by all Lawfull ways and means Whatsoever, and
from all and every Person and Persons whomsoever, who shall be
Shall or may become indebted unto me in any sum and sums of Money
Debts, Dues, Goods, Effects and things Whatsoever, which now are
and shall be and grow due, owing, payable or belonging to me the
said Michael Crotty in Madras or within the Bounds and Limits
to extend, farther or otherwise by Virtue or any Bill, Bond, Book or
Upon Account of trading or dealing or upon any Account Ways,
or means in any otherwise howsoever, and in case of Refusal or Default
of Payment

and



and bring to a Reckoning all or any Person or Persons concerned in the
Premises, and upon Receipt and Recovery of all or any such Sum or Sums
of Money, Debts, Dues, Goods, Effects, or other things or any part thereof
Sufficient Acquittance and Discharge for me and in my name from
time to time and as occasion shall require, Giving and by these Presents granting
unto my said Attorney full Power and Authority for and touching
the Premises to Sue, prosecute, Arrest, Attach, Seize, Sequester,
implead, imprison, condemn and execute, and thereof and
therefrom again to acquit, discharge, and out of prison to release, also
for me and in my Name to Appear and any Person to appear in all or any Court
or Courts or other place as Demandant or Defendant in any Suit,
Action or Appeal for or by reason of the premises, likewise Another
or more Attorneys, under him to Set, Substitute and Appoint and
again at pleasure to revoke and Generally to do, Act and perform
all other Matters and things in and touching the premises
Requisite and Necessary as fully as I myself might or could do
were I personally present, and I do hereby Ratify and confirm
all and Singular whatsoever my said Attorney or his Substitute
shall Legally do or cause to be done in and touching the premises
In Witness whereof I have hereunto Set my Hand & Seal
Madras aforesaid this 22nd March 1780

Signed, Sealed and Delivered
(Whereas stamp'd Papers to be had
in the Province of

Madah Govendoo Chitty

L.S.
Mich.l Crotty

(No. 1558.)

His Excellency Major General Alexander Leslie Esqr. Commander in Chief &c. &c. &c.

Sir

Agreeable to your Excellency's Commands I have Examined the Accounts of the Estate of the late Capt.n Michael Crotty and find a Balance due the Estate of £1006.37.33 Pagodas as per Statement annexed.

I have the honor to be Sir Your Excellency's most obedient humble Servant

Reynold Ragnaud

Dub.a 9th Aug.t 1786

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Dr. Reynold Ragnaud Dubash in Account with the Estate of the late Capt.n Michael Crotty — Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| To the Amount of your Bond | | 500. | - | - | By Cash Rec.d for the Maintenance of the Woman of the late Capt.n Mc Crotty from 1st March 1780 to the 31st Dec.r 1784 inclusive | 298. | - | - |
| To Interest | | 60. | - | - | By Cash for a Cottah in March 1780 | 3. | - | - |
| To Interest on Pag.s 500. from 2d Jan.y 1780 to the 19th May 1786 is 6 Y.rs 3 M.s 26 D.s @ 12 p.r Cent p.r Annum inclusive | | 379. | 16. | 13. | By 2 Pieces of Chintz | 5. | - | - |
| To Do. on Pag.s 45. from 10th April 1780 to 19th May 1786 is 6 Y.rs 1 M.o 10 D.s @ 12 p.r Cent p.r Annum inclusive | | 33. | - | - | By House Rent 2 Months in 1780 | 4. | - | - |
| To Commission | | 47. | 22. | 20. | By Cash Received on Acct. of Interest | 100. | - | - |
| | | | | | By Do. Do. Do. | 100. | - | - |
| | | | | | | 510. | - | - |
| | | | | | Balance due | 496. | 37. | 33. |
| Pagodas | | 1006. | 37. | 33. | Pagodas | 1006. | 37. | 33. |

Fort St. George 19th May 1786
Errors Excepted
Dav.d Price

(No. 1559.)

This Exhibit Marked B. Was shewn to Lawrey Mordelly at the time of his Examination before mentioned on the Part of the Defendant in a certain Cause now depending in the Honble the Mayor's Court at Madraspatnam wherein the said David Pyper One of the Executors Named in the last Will and Testament of Henry Norris Decd who is Executor to Michael Crotty Deceased Complainant and Ratnald Ragana Defendant was on this 19th Day of June Anno Dominii 1789

Joseph Shawe
Exr.

# Mayor's Court at Madraspatnam

Between Henry Norris Executor to the Last Will and Testament of Michael Crotty Deceased which was Revived by David Pyper as Executor to the said Henry Norris Complainant and Ratnald Ragana Defendant

On the Part of the Defendant

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

Nannah Convicoply of Madras Aged forty Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the fifth Day of June One Thousand Seven Hundred and Eighty Nine duly sworn



at the Office of Mr Stephen Popham who is Attorney for the Complainant 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 Deponeth as follows viz

1st to..... To the first Interrogatory this Deponent Saith, that he doth not know the Complainant David Pyper in this Cause and that he doth not know the Defendant Ratnald Ragana in this Cause and that he hath not known him twenty two Years or thereabouts and More than what he hath now sworn to this first Interrogatory

2d..... To the second Interrogatory this Deponent saith, he did know Michael Crotty the deceased Testator in the Bills of this Interrogatory Named and further saith that he was in a Weak and Sickly state of Health at the beginning and before the Year One Thousand Seven Hundred and Eighty. This Deponent Saith that he did not know that the Defendant in the Bills of this Interrogatory Named was Indebted to the said Testator at and two Years before the said time and further saith that he did not know that the said Defendant did execute a Bond for the Sum of five Hundred Pags about the said time. This Deponent saith the said Sum was Advanced by way of Loan and further saith that at the time the Testator embarked for Europe or elsewhere for the purpose of re establishing his health he directed the Defendant to pay the monthly stipend of Six Pags p Month for the Maintenance of the Testators Child and Daughter and two Pags p Month for House Rent during the term of Six Months only together with two Coathes each every Year. This Deponent Saith that the Testator did leave Madras about the beginning of the Year One Thousand Seven Hundred and Eighty that he proceeded by Sea for the benefit of his health

Realties Real Departures Verbally examinate and Reports thereon

Defendant as his Attorney Audimore sworn Interpreter to the Second Interrogatory

To the ... To the Second Interrogatory this Deponent Saith, that he doth know that the said Testator did about the time of his leaving Madras as aforesaid, commit the said Defendant to take into his care his Woman and Child during his absence and further saith that the said Woman did receive of the said Defendant to pay unto his said Woman Six Pags ₱ Month for her Maintenance during the said time and to make the further Payment of two Pags ₱ Month for House Rent for Six Months only with an order for two Cloths each every Year for the use of his Woman and Child. This Deponent saith, that he doth know that the Defendant did pay the said Woman for the purposes aforesaid every Month Regularly the Sum of Six Pags together with two Pags for House Rent during the aforesaid Time. This Deponent further disclaiming Hearsay Knowledge saith, that he doth know that the said Sum was paid to the said Woman. This Deponent Saith, that the Defendant did not pay any further Sums to the said Woman for her Necessaries save and except the Monthly Stipend of Six Pags the two Pags for House Rent for the time already Mentioned and the Annual two Cloths as hereto fore stated and further saith that the Defendant did continue to Advance the said Sum of Six Pags ₱ Month to the said Woman from the time of the said Deceased's Departure, until the Year One Thousand Seven Hundred and Eighty four. This Deponent Saith, that Henry Norris in the Title of this Interrogatory now Deceased, did come to Madras and further



Saith, that he doth know that the Defendant did at that time go to the said Henry Norris with the said Woman and Child. This Deponent saith, that the Defendant at the same time did produce unto the said Henry Norris and Deceased Letters that the Defendant had Advanced to the Testator Woman as aforesaid and further saith, that no Instrument was Allowed on the aforesaid bond to the Deceased by the Defendant but that he doth not know the reason. This Deponent saith, that the said Henry Norris expressed the highest Satisfaction at the Regularity observed by the Defendant in paying the Testators Woman her Monthly Stipend &c. at a time when the Utmost Scarcity of Rice and other provisions prevailed in consequence of the War and further saith, that the said Henry Norris did again leave Madras in the Year One Thousand Seven Hundred and Eighty four after Recommending in the most forcible and pointed Language the further care of the said Woman and Child to the Defendant. This Deponent saith, that he doth know that the said Henry Norris knew that the said Woman did receive the Monthly Allowance already mentioned from the Defendant. The said Henry Norris having had personal Conference with the said Woman on the Subject and further saith, that the Defendants Conduct Appeared to Mr. Norris perfectly Satisfactory. This Deponent saith, that there was a War and famine during the greatest part of the time that the said Woman and Child were left under the care and management of the Defendant and further saith, that the said Child had the Small Pox during the said time. This Deponent saith, that Rice and every Necessary of Life were very dear during the said time and further saith, that he believes that the care of the said Woman and Child were Not of Advantage to the Defendant he being obliged to furnish them With Rice and other Articles at a time when it was scarcely to be procured and for Many Months the said Woman and Child lived at the Defendants

5th

5th ..... To the fifth Interrogatory this Deponent saith that he doth know that this Defendant had Receave of the said Deceased and Child from the Year One Thousand Seven hundred and Eighty to One Thousand Seven hundred and Eighty five And that he did continue to pay him all that time the Sum of Six Pags & Months for their Maintenance two Pags for House Rent together with Two Coffee each Annualy except for the three Latter Months of the Year One Thousand Seven Hundred and Eighty five during which Severally paid Three One Pag & Months Audience she said Deponent to this fifth Interrogatory

7th ..... To the Seventh Interrogatory this Deponent saith He had but Doth Not know if the Defendant Rid pay and Advance any Sum of Money unto the said Deceased Michael Crotty about the time of his Departure from Madras in the aforesaid Year of Our Lord One Thousand Seven hundred and eighty - but that he furnished accordingly Quantity of Madeira Wine, Gin &c to the said Michael Crotty who directed the Defendant to discharge his Taylors bill - and further saith that he doth not know the Amount of the Wine &c Supplied the said Michael Crotty - And More he saith not to this or to the last Interrogatory

Joseph Shaw

(signed) [illegible]

Mayor's Court at Madraspatnam

Between Henry Norris Executor to the last Will and Testament of Michael Crotty Deceased which was Proved by David Pryce the Executor to the said Henry Norris Complainant and Ratnavelo Ragunaden Defendant

On the Part of the Defendant



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

Sholingnah Cuicoply of Madras Aged thirty One Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the Tenth Day of June One Thousand Seven hundred and Eighty Nine Signified at the Office of Mr Stephen Popham who is Attorney for the Complainant by One of my Servants who also left with a Note of the Name Title and Place of Abode of the said Deponent & afterwards on the same Day being Sworn and Examined Deposeth as follows viz

1st ..... To the first Interrogatory this Deponent saith that he hath but a very Slight Knowledge of the Complt David Pryce in this Cause and that he Doth know the Defendant Ratnavelo Ragunaden in this Cause and that he hath often known him for Fourteen Years or thereabouts and more he Said Best to this first Interrogatory

2d ..... To the Second Interrogatory this Deponent Saith that his knowledge of Michael Crotty was very imperfect having only known him a week but at that period Namely in One Thousand Seven hundred and Eighty he Appeared to be in a weak and Sickly Estate of health and further Saith that the Defendant in the Title of these Interrogatories Named was head Dubash to the said Testator at that period but Doth not Know if the said Defendant was head Dubash previous to the aforementioned time this Deponent Saith that he doth not know if the said Defendant Rid Execute a Bond for any Sum of Money about the said time this Deponent Saith that the said Testator did leave Madras Sometime about the beginning of the said Year One Thousand Seven hundred and Eighty and further saith that he proceeded by Sea for the Country of his Nativity this Deponent Saith that he doth not know Whether the said Testator Michael Crotty previous to his Departure did formally Appoint and Nominate the Defendant as his Attorney but

but that the the said Testator, carnestly Recommended his Woman and Child to the particular care of the said Defendant. And More the said Witness to this Second Interrogatory

4th ..... To the fourth Interrogatory this Deponent Saith, that he doth know that the said Testator died about the time of this leaving Madras as aforesaid and further Saith, that the said Woman did Remind the said Defendant to pay unto his said Woman Six Pags Per Month for her Maintenance during the said time & to hire her a House, and to furnish the Child with Cloaths. This Deponent Saith, that the said Defendant did to his knowledge pay unto the said Woman for the purposes aforesaid Monthly Six Pags and that this Deponent himself paid that Sum during the time of four Months to her by order of the Defendant and further saith, that the said Defendant did furnish her with the Rice - but doth not know if any Deduction was made on that Account from the Six Pags already mentioned. This Deponent Saith, that the Defendant did continue the said Sum of Six Pags Per Month to the said Woman from the time of the said Deponents departure until the Year One Thousand Seven hundred and eighty three. And further saith that he doth not recollect the precise Sums of Money Mentioned in the said Interrogatories now Recurred, coming to Madras. This Deponent Saith, that he doth know that the Defendant did go to the Portuguese Square where he found Mr. Norris with the aforementioned Woman and Child belonging to Mr. Crotty Deponent but that he cannot say Whether it was in the Year One Thousand Seven hundred and eighty four And further Saith, that he doth not know if the Defendant did procure unto the said Henry Norris at that time any Account as between him and the said Deponent or whether any Settlement was



Allowed in the aforementioned Bond to the Deceased by the Defendant Nor whether the said Henry Norris was Satisfied or Displeased with the said Account. This Deponent saith, that he doth not know whether the said Henry Norris did again leave Madras, or upon that Occasion Recommend the further care of the said Woman & Child to the Defendant and further saith that he doth not know Whether Mr. Norris was Acquainted with the said Woman's receiving Five, Six, or any other Allowance for her Maintenance from the Defendant. This Deponent Saith, that he doth not know whether the said Mr. Norris was Satisfied with the Defendants conduct in the said Matter or not and further Saith, that there was a War and famine during all or the greatest part of the time that the said Woman and Child were left under the care and management of the Defendant. This Deponent Saith, that he doth know that the said Child had then small Pox during the said time And further saith that he was under a Necessary of saying that he was very dear during the said time. This Deponent Saith, that the care of the said Woman and Child were attended with great Trouble and Difficulty to the Defendant but of no Advantage to the Woman and Child. And more the said Deponent saith to this fourteenth Interrogatory

5th ..... To the fifteenth Interrogatory this Deponent Saith, that he doth know that the said Defendant had Maintained the said Woman and Child till the Year One Thousand Seven hundred and eighty three and that during all that time the Defendant did regularly pay her the Sum of Six Pags Per Month for her Maintenance And more the said Deponent saith not to this or to the last Interrogatory

Joseph Shaw
Ex.d

Mayors Court
Madraspatanam

Between Henry Norris Executor to the Last Will and Testament of Michael Crotty Deceased Which was Revived by David Pryce Executor to the said Henry Norris Complainant and Ratnavalu Ragavadu Defendant

On the Part of the Defendant

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

Vellayapillah Convicted of Sadraputter Aged forty four Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the Sixth Day of June One Thousand Seven hundred and Eighty Nine Sworn & Affirmed at the Office of Mr Stephen Popham with his Attorney for the Complt by Virtue of my Dedimus & afterwards at a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as follows Viz.

1st to ..... To the first Interrogatory this Deponent Saith that he doth not know the Complt David Pryce in this Cause but that he doth know the Defendant Ratnavalu Ragavadu in this Cause and that he hath to the Knowledge of this Deponent for fifteen Years or thereabouts and more last past resided at Madrass

2d to ..... To the second Interrogatory this Deponent Saith that he did know Michael Crotty the deceased Testator in the Title of this Interrogatory Named and further Saith that he was in a Sick and Sickly state of Health in the beginning and before the Year One Thousand Seven hundred and Eighty. This Deponent Saith he doth not know that the Defendant in the Title of this Interrogatory Named was Indebted to the said Testator at & before the said time & continued in that Situation about



four Year and further Saith that he doth know that the said Defendt did execute a Bond for the Sum of four hundred Pags about the Year One Thousand Seven hundred and eighty. This Deponent Saith that the said Money was advanced as a Loan to the Defendant by the said Testator who at the expiration of four or five days directed the Defendant to pay to his Woman and Child the Sum of six Star Pags p Months for their Maintenance and two Pags p Months for House Rent for the Term of six Months together with Two Cloths to each every Year And further Saith that the said Testator did leave Madras sometime about the beginning of the Year One Thousand Seven Hundred and eighty and proceed by Sea for the Recovery of his health This Deponent Saith that the said Testator Michael Crotty did about fourteen days previous to his departure Nominate and Appoint the Defendant as his Attorney in Writing And more he Saith not to this Second Interrogatory

To the Last Interrogatory this Deponent Saith that at the departure of Michael Crotty for Europe the Defendant sent by one Nanniah a Quantity of Rice and Wheat with a Chair for the Use of the said Michael Crotty and heard the Vessel in which he had taken his Passage and had likewise discharged his Taylors bill together Amounting to the Sum of forty Pagodas and upwards And More he Saith not to this Last Interrogatory

Joseph Sharne

Mayor's Court at Madraspatnam

Between Henry Norris Executor to the Last Will and Testament of Michael Crotty Deceased which was Proved by David Pyke as Executor to the said Henry Norris was Complainant and Ratnold Ragunah Defendant

On the Part of the Defendant

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

Madrah Govenda Chitty Merchant of Madras Aged forty Years or there abouts being Produced as a Witness in this Cause on the Part of the Defendant was sworn this 5th Day of July One Thousand Seven Hundred and Eighty Nine Deposed at the Office of Mr Hyde and Popham the Attorney for the Complainant by Cuttamy Servant who also left Hindal Notes of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz

1st ..... To the first Interrogatory this Deponent saith That he doth not know the Complainant David Pyke in this Cause and that he doth not know the Defendant Ratnold Ragunah in this Cause and that he hath so known him about twenty Years or thereabouts and more saith Not to this first Interrogatory

3d ..... To the third Interrogatory this Deponent hath looked at the Inquisited Paper now shewn to him at this Time of his Examination Marked A purporting to be a Letter of Attorney from the said Michael Crotty to the Defendant and says that he did see the deceased Michael Crotty Set and Subscribe his Name and Seal thereto and further saith he did see his Name thereto Subscribed as a Witness of his own proper hand Writing and that he did Set and Subscribe his Name thereto in the



Presence of the other Subscribing Witnesses Residence herein Mentioned to this third Interrogatory

To the last Interrogatory this Deponent Saith That at the Time the said Michael Crotty embarked for Europe or elsewhere he entrusted his Girl and Child into the Hands of the Defendant Ratnold Ragunah who did in consequence of the Recommendation and earnest Desire of the said Michael Crotty maintain the said Girl and her Child with Food and Apparel by Allowing them Six Pagodas per Month at the period when the greatest Scarcity of all Kinds of Provisions prevailed but doth Not Recollect the precise Time this Allowance continued Residence herein Mentioned to this last Interrogatory

nh Shaw

Madrah Govenda Chitty

Mayor's Court at Madraspatnam

Between Henry Norris Executor to the Last Will and Testament of Michael Crotty deceased Which was Proved by David Pyke as Executor to the said Henry Norris Complainant and Ratnold Ragunah Defendant

On the Part of the Defendant

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

Sammy Moodelly Native of Madras Aged twenty five Years or there abouts being produced as a Witness in this Cause On the Part of the Defendant was on the Nineteenth Day of June One Thousand Seven Hundred and Eighty Nine Deposed at

at the Office of Mr. Stephen Popham who is Attorney for the Complainant by One of my Servants who also left with him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.th

1st to ---------- To the first Interrogatory this Deponent saith, that he doth know the Complainant David Pryce in this Cause, and that he hath known him for Four Years or thereabouts and that he doth know the Defendant Ratuald Ragana in this Cause, and that he hath known him for Four Years or thereabouts and that he doth not know Michael Crotty Andsaith not to this first Interrogatory

6th ---------- To the Sixth Interrogatory this Deponent Saith, that this Deponent is Acquainted With the Handwriting of David Pryce in the Bills of Three Interrogatories Named and further saith, that he hath looked at the paper Writing Now shewn to him at this the time of this Examination Marked B Purporting to be an Account as between the Defendant and the Estate of the deceased Michael Crotty And Signed David Pryce and saith, that the Name David Pryce Subscribed thereto is of the proper handwriting Writing of the said David Pryce this Deponent Saith, that the said David Pryce did Account the balance thereupon from the said Defendt as Attorney to the said Henry Norris and Account and further saith, that the Defendant did Acknowledge and Approve thereof And More Saith Not to this or to the last Interrogatory

Joseph Shaine

Sworn[illegible]

Mayor's Court at Madrasapatnam } Between Henry Norris Executor to the Last Will and Testament of Michael Crotty Deceased Which was Revived by David Pryce as Executor to the said Henry Norris Complainant and Ratuald Ragana Defendant

On the Part of the Defendant

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

Govinda Pillay Cuicoply of Madras Aged Thirty Six Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on this Second day of June One Thousand Seven Hundred and Eighty Nine Sworn and Examined at the Office of Mr. Stephen Popham who is Attorney for the Complainant by One of his Servants who also left with him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.t

1st to ---------- To the first Interrogatory this Deponent saith, that he doth not know the Complainant David Pryce in this Cause And that he doth know the Defendant Ratuald Ragana in this Cause, and that he hath known him Eight or Nine Years or thereabouts And more he saith not to this first Interrogatory

8th to ---------- To the Eighth Interrogatory this Deponent saith, that he doth know that the Defendant in the Year One Thousand Seven Hundred and Eighty did pay unto Samuel Metsford One of the Executors Named in his last Will and Testament, the Sum of twenty five Pagodas And further saith, that the same was paid to the said Samuel Metsford upon his Demand as Executor And that this Deponent doth accompany

One

Eight Exhibit and file this Bill of Complaint in this Honble Court against the said Defendant for the Sum of Ten Thousand Pagodas due and owing unto him the said Complainant from the said Defendant upon his Mortgage Bond and the said Defendant having Appeared thereunto and Prohibded to Acknowledge the justness of this Demand this Honble Court was Pleased on the Seventh day of the said Month of October to grant a Decree against the said Defendant for the Amount of the said Complainants Demand and the Sum of fourteen Pags Allowed by the Charter having elapsed without the said Defendant Satisfying the said Decree of this Honble Court for Appealing therefrom this Honble Court was pleased on the Twenty first day of the aforesaid Month to grant and issue a Writt of Execution against the Goods Chattels and Effects of the said Defendant directed to the Sheriff of Fort Saint George Town of Madrasapatnam and thereby thereof requiring and Commanding him the said Sheriff to Seize Upon and Sequester the Goods Chattels and Effects of the said Defendant and by Sale thereof to levy the Amount of the said Complainants Demand by Virtue of which said Writt of Execution the said Sheriff did Seize upon a Certain piece or parcel of Ground Consisting of Forty five Cawnies of Ground or thereabouts Situated lying and being at Poolayampatham between the East of Messieurs Digby and Debbyes Garden to the West side of the Limitation or Boundary of Pedamayar Church of Perawakam to the North side of the Channel of the Vayer Long Tank of Vellambore and to the South side of Mr. Ringuetis Garden under written that the Premises were the Property of and belonged unto the said Defendant and did Advertise the same for Sale as by a Copy of the



Said Advertisement thereunto Annexed for the Inspection of this Honble Court and prayed to be taken as part of this Petition may Appear — Whereas Your Petitioners show that the said Premises are the Property of the said United Company and have never been sold to the Defendant or any other Person under whom the Defendant can shew a Title thereto —

All Which Matters and things Your Petitioners hopeing duely time to prove to the Satisfaction of this Honble Court and they therefore pray that the Sheriff be Restrained by Order of this Court from selling the said Premises till the further Order thereof and that the Complainant do pay all Costs of this Petition —

L. Popham
Chas. Baker
} Attornies for Petitioners

Common Scottish Scotchly
Serjeanty Vadagery Royer

Public Notice is hereby given that on the Fifth November Next will be Sold by Public Outcry on the Premises between the hours of 8 & Ten the aforenamed 45 Cawnies of Ground or thereabout situated at Poolayampatham to the East of Messrs Digby and Debbyes Garden to the West of Limitation or Boundary of Pedamayar Church of Perawakam to the North side of the Channel of the Vayer or Long Tank of Vellambore and to the South of Mr. Ringuetis Garden being Mortgaged to the above named Defendant and Seized by Order of this Honble the Mayors Court The Conditions of Sale will be Communicated at the time and place of Sale —

True Copy
L. Popham
Chas. Baker
} Attys for Petitioners

1467.

Fort 20th Decr 1788

# To the Honble the Mayor's Court at Madraspatnam

Between Sir John Kenzie Bt Complainant

and

James Rider Defendant

## The petition of the said Defendant

That this Honble Court was pleased among other Things on or about the twenty Ninth day of November in this present Year of Our Lord One Thousand Seven hundred and Eighty Eight to Order and Decree that Your Petitioner should pay unto the above Named Complainant the Sum of Seven Thousand three hundred and four Pagodas eight Fanams and Sixty Cash

And Your Petitioner shews to this Honble Court that the said Decree about the Eleventh day of this present Month to Appeal from the said Decree of this Honble Court to the Governor President and Council at Fort St George

And Your Petitioner therefore May to this Honble Court will be Pleased to Allow and permit that the Papers in this Cause in this Honble Court be sent up to the said Governor and President in Council at Fort St George as aforesaid and Order that the said Appeal may cause and to be heard

And Your Petitioner as in duty bound shall pray

Hy Dil Pry
Atty for Petitioner

1468.

Fort 20th Decr 1788

# To the Honble the Mayor's Court at Madraspatnam

Between Saundy Nacharamah by her Attorney Leopold de Lay de Complainant and Nuly Dawsery Chitty Defendant

The Humble Petition of the above Named Defendant

## Sheweth

That the above Named Complainant filed a Bill against Your Petitioner for the Recovery of certain Sums of Money Charged to be due by Your Petitioner on Account of his having Received as was Charged by sundry Jewels that Thereunto of One Narayen Cundapah Chitty

That after the Usual Proceedings were had the Cause came on to be heard on the Eighteenth day of November last when this Honble Court were pleased to Order and Decree that Your Petitioner should pay the Amount of the Complainants Demand with Interest and Costs of Suit from which Decree Your Petitioner has Appealed to this Honble the Court of Appeal at Madraspatnam

Your Petitioner therefore prays this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of Appeal to Attend the Hearing of the said Cause

And Your Petitioner
Shall Ever Pray

S. Popham
Atty for Defendt

1469.

Filed 20th Decr 1788

To the Honble the Mayors Court at Madrasapatnam

Between John Lindley his Attorney Messrs Paxton Cockell and Debtor by their Attorney William Balfour and John Spalding Complainant and Sir John Hingies Bart late John Hingies Esquire Defendant

The Humble Petition of the above Named Complainant

Sheweth

That Your Petitioner by his said Attorney filed a Bill against the above named Defendant for the Recovery of Certain Sums of Money Charged by Your Petitioner to be due to him from the Defendant for the Amount of two several Bills of Exchange as Endorsed by him for the Accompt of which he had Debited Your Petitioner in his Accompt

That After the usual Proceedings were had the Cause came to be heard on the Twenty Second day of December last when this Honble Court was pleased to Order and Decree that the Complainant's Bill be Dismissed this Court from which Decree Your Petitioner has Appealed to the Honble the Court of Appeals at Madrasapatnam

Your Petitioner therefore prays this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the Hearing of the said Cause And Your Petitioner

Shall Ever Pray

J. Popham
Atty for Compt

1470.

Filed 20th Decr 1788

To the Honble the Mayors Court at Madrasapatnam

Between Hanamanthia Naig Comastah to the Honble Daval Bucanjee Cawn Deputy his Attorney James West Complainant and Mahomed Hussain Tauker Cawn and Abdel Hab Cawn Sons and Heirs of the late Motisser Cawn Deceased Defendants

The Humble Petition of the above Named Mahomed Hussain Tauker Cawn and Abdel Hab Cawn

Shew

That this Honble Court was pleased on the Twenty third day of September in this present Year One Thousand Seven hundred and Eighty Eight to Order Your Petitioners Demurrer filed in this Court in the above Cause to be thrown out and Your Petitioners being so advised have lodged Appeal from such Order to the Honble the Court of Appeals to which this Honble Court hath had Notice Therefore they humbly pray this Honble Court will be pleased to Order the Original Papers in the above Cause to be sent up to the Honble the Court of Appeals And Your Petitioners as in duty bound

Shall Ever Pray

P. Spencer
Atty Pet.rs

1471.

Filed 20th Dec 1788

To the Honble the Mayor &
Court at Madraspatnam

Between Antonio de Souza Complainant
&
Nimiapah Modelliar Defendant

The Humble Petition of Antonio de Souza

Sheweth

That Your Petitioner filed a Bill against the Above Named Defendant for the Recovery of Certain Sums of Money charged by Your Petitioner to be due to him from the Defendant for Cotton Sold by Your Petitioner and Answering an Appeal of the said Defendant from the decision of the Hon'ble the Court of Appeals to His Majesty in Council in a certain Suit and Cross Suit wherein the said Defendant was the Original Complainant and Cross Defendant and Your Petitioner was the Original Defendant and Cross Complainant

That after the Usual Proceedings were had the Cause came on to be heard on the Sixteenth day of September last when this Honble Court was pleased to Order and Decree that the Complainants Bill be dismissed with Costs from which Decree Your Petitioner has Appealed to the Honble the Court of Appeals at Madraspatnam

Your Petitioner therefore prays this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the Hearing of the said Cause And Your Petitioner

Shall Ever Pray

S. Popham
Atty for Compt

1472.

Filed 20th Dec 1788

To the Honble the Mayor &
Court at Madraspatnam

Between Chinglevy Modelliar Petitioner
and
Edward Lowcock Respondent
In the Cause of Edward Lowcock Complainant
and Francis Xavier Brandaon de Souza
Defendant

The Humble Petition of the above Named Edward Lowcock

Sheweth

That Your Petitioner filed a Bill against the above Named Francis Xavier Brandaon de Souza and Obtained a Writ of Execution from this Honble Court against the Effects of the said Francis Xavier Brandaon de Souza, by Virtue whereof the Sheriff did Seize Two Houses that Were Mortgaged to Your Petitioner as the Property of the Defendant Whereupon Chinglevy Modelliar the above Named Petitioner filed a Petition in this Honble Court under Pretence that the said Houses were Sold to him Tow which said Petition Your Petitioner filed his Answer

Your Petitioner Shewe that after the Usual Proceedings were had the Cause came on to be heard on the twenty Second day of November last When this Honble Court was pleased to Order and Decree that the Prayer of the said Petition be Rejected and the Sheriff do take off the Premises in Dispute and that each party do pay their own Costs From which Decree Your Petitioner has Appealed to the Honble the Court of Appeals at Madraspatnam

Your Petitioner therefore prays this Honble Court will be pleased to Order the Register of this Honble Court to Send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the Hearing of the said Cause and Your

Petitioner shall Ever Pray

S. Popham
Atty for Petitioner

Filed 26th Decr 1788

To the Honble the Mayor's Court at Madraspatnam

Between Lawd France Junior Francis France and Elias Lindo Junior Executors of Raphiel France late of London Merchant Surviving Partner of Labb Moses France by their Attorneys Thomas Pelling and Edward Fenn Gent

for Sir John Mayhem Bart William Pelling and Antonio de Souza

The Petition of the said Complainants by their said Attorneys

That this Honble Court was pleased to come to an Order on the fourteenth Day of November in this present Year of Our Lord to Order and Decree that Your Petitioners Bill in the above Cause should stand dismissed With Costs

And Your Petitioners now that they did on the Twenty Eighth Day of the said Month of November Appeal to the Governor & President in Council of Fort St George

Your Petitioners do therefore humbly pray that this Honble Court will be pleased to Allow of the Original Papers in this Honble Court in the said Cause to go up to the said Governor & President in Council in Order for the hearing of the said Appeal before them

And Your Petitioners as in duty bound shall pray

Hy Dundas
Atty for Petitioners

Filed 20th Decr 1788

To the Honble the Mayor's Court at Madraspatnam

Between Manapaukum Shunmuga-ny Modaliar Petitioner in the Cause of Sabraje Paramaswa Modaliar Complainant and Tumminandee Ramalingah Modaliar Administrator of Malyambaukum Mottiah Modaliar Deceased Defendant

The Humble Petition of the above Named Manapaukum Shunmugaroy Modaliar

Sheweth

That this Honble Court was pleased on the Eighth Day of November in this present Year One Thousand Seven hundred and Eighty Eight to Order Your Petitioners Petition filed in this Court in the above Cause to be determined Out and Your Petitioner being so Advised that the Judgment and Appeal from such Order to the Honble the Court of Appeals of which this Honble Court has had Notice and therefore Your Petitioner Humbly prays this Honble Court will be pleased to Order the Original Papers in the Matter of the said Petition to be sent up to the Honble the Court of Appeals And Your Petitioner as in Duty bound

Shall Ever Pray

P. Synnod
Atty for Pr

1475.

Filed 29th Dec 1788

To the Honble the Mayor's
Court at Madraspatnam

Between Brigadier General Richard Smith by his Attorney Nathaniel Edward Kindersley Complainant And James Call Defendant

The Humble Petition of the above Named Defendant

Sheweth

That the above named Complainant filed a Bill against Your Petitioner for the recovery of certain Sums of Money Charged by the Complainant to be due to him from Your Petitioner upon Your Petitioner's Bonds or Obligations

That after the Usual Proceedings were had the Cause came on to be heard on the Twenty Second day of November last when this Honble Court were pleased to Order and Decree that Your Petitioner should pay the Amount of the Complainants Demand with Interest and Costs of Suit from which Decree Your Petitioner has Appealed to the Honble the Court of Appeals at Madraspatnam

Your Petitioner therefore Prays this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the Hearing of the said Cause And Your Petitioner

Shall Ever Pray

J. Popham
Atty for Defendt

1476.

Filed 7th Feby 1789

In the Honble the Mayor's
Court at Madraspatnam

Between Condraigula Luggapah Puntalu late of Masulipatam but now of Madras Inhabitant Cross Complainant and Charles Floyer of Fort St George Esquire Cross Defendant

The Humble Petition of the above Named Defendant

Sheweth

That the Complainant having filed a Cross Bill against Your Petitioner in this Honble Court upon Grounds which Your Petitioner conceives insufficient and irregular as therein set forth Your Petitioner Demurred thereto and the Complainant Joined in Demurrer and the hearing the Merits thereof on Tuesday last the Eleventh Instant this Honble Court were pleased to Overrule the said Demurrer and put Your Petitioner on his Answer, each party paying their own Costs, By the said Order Your Petitioner conceives himself Aggrieved and therefore Prays leave to Appeal therefrom to the Honble the Court of Appeals, and hopes this Honble Court will not consider that the payment of Costs within the Description of Appeals lodged from Motives of Litigation or with a View to Obstruct and Delay Justice as meant to be barred by the Order of this Honble Court of the Second Day of September in the Year One Thousand Seven hundred and Eighty Eight

P. Walker
P. Spencer
Atty Petr

1477.

Filed the 28th April 1789

To the Honble the Mayor &
Court at Madraspatnam

Between Tellinga Pillah of Madras
Inhabitant Petitioner and Cowrapoo of
the same place Inhabitant Respondent

In the Cause

Wherein Lewis de Cruz and Tellinga Pillah
Complainants and the said Cowrapoo
Defendant.

The Humble Petition of Tellinga Pillah of the above Named Petitioner

Sheweth

That Your Petitioner did sometime in the Year of Our Lord One Thousand Seven Hundred and Eighty two, exhibit His Petition in this Honble Court setting forth that the above Named Defendant had caused the Sheriff to Affix the Seal upon certain Premises situate in the Black Town of Madras as the Property of the Complainant, for the Cost of Swearing thereon, Certain Costs awarded to the said Defendant by Decree of this Honble Court Which said Premises Your Petitioner did shew, were Mortgaged to him According to the Conditions and Consideration by Your Petitioner and the said Petition did set forth that the said Defendant did Answer to the said Petition and witnesses were severally examined by Your Petitioner and the said Defendant And the said Matter did come on to be heard before this Honble Court sometime on or about the Twenty third day of August last Past when this Honble Court were Pleased to dismiss the said Petition With double Costs And Your Petitioner conceiving himself Aggrieved by the said Order did Appeal therefrom to the President and Governor in Council at Fort St George

Your Petitioner therefore humbly Prays this Honble Court

1478.

Will be Pleased to Order the Sending up of the Original Papers in the above Petition and Answer to the Court of Appeals to Attend the hearing thereof

And Your Petitioner as in
duty Bound

Shall ever Pray
&c &c &c
Petitioner

Filed the 28th Apl 1789

To the Honble the Mayor &
Court at Madraspatnam

Between Paupoo Reddy Merabadoo
Merch of Madras Inhabitant Petitioner and
Cowrapoo of the same place Inhabitant
Respondent

In the Cause

Wherein Joseph De Cruz and Addyapah
Complainants and the said Cowrapoo
Defendant

The Humble Petition of Poncala Narasimaloo Adminis-
trator of the above Named Petitioner

That the above Named Petitioner did sometime in the
Year of Our Lord One Thousand Seven hundred and Eighty two, exhibit a
Petition in this Honble Court in the above Cause, setting forth that the above
Named Defendant had caused the Sheriff of Affix his Seal upon certain
Premises

1479

Premises situated in the Black Town of Madras, as the property of Madja-
pah One of the above Named Complainants, for the purpose of levying thereon
Costs and Costs awarded to the said Defendant by Decree of this Honble Court
Which said Premises the said Petitioner did shew were Mortgaged to him
According to the Conditions and Considerations by him the said Petitioner
Setforth That the said Defendant did Answer to the said Petition and
Witness were examined in Support of the said Petition and Answer And the
said Matter did Come on to be heard before this Honble Court Sometime
in about the Twenty third Day of August last past When this Honble Court
Were pleased to Order that the said Petition should be dismissed with Costs

And Your Petitioner Shewth That Conceiving that the Estate of
the said Petitioner was aggrieved by the said Order did an Administrator
thereof Appeal therefrom to the President and Governor in Council

Your Petitioner therefore humbly Prays this Honble Court will
be pleased to Order the sending up of the Original Papers in the above Petition
and Answer to the Court of Appeals to Allow the hearing thereof

And Your Petitioner as in
Duty Bound
Shall Ever Pray
Ho Dis Ray
alls Petitioner

Filed 28th April 1789

1480

# To the Honorable the Mayor's Court at Madraspatnam

Between Edward Ellerford by his Attorney Edward
John Kelland Quintin Crawford by his Attorney George
Moubray John Tuning Henry Crawford Isaac Ducker Archer
Peter Bedford by his Attornies James Auber and Laurence
Bowdew Agavally Satanadanda Ramah Chitty Brother
and Heirs of Ragava Chitty by his Attorney Mootal Chitty
Streu Ranga Rajah Pillah by his Attorney Mootal Chitty
Filia Nectar Amalie Surviving Executor of Jaques Clois-
tophe Gauzebat and Felix Amalie by his Attornies Lean
Duvals and Sons and Company and Isabella Mylne
by her Attornies William Petrie and Charles Binny Com-
plainants And Edward Jourdan Executor of Francis
Jourdan Deceased Defendant

## The Petition of Edward Jourdan

Sheweth

That this Honble Court were pleased sometime in the third
month Day of December in the Year of Our Lord One Thousand Seven hundred and
Eighty Eight to Order and Decree that Your Petitioner do pay out of the Estate and
Effects of Francis Jourdan Deceased unto the Complainants a certain Sum of money

And Your Petitioner Shewth that he did on the twenty Sixth Day
of the said Month of December in the said Year Appeal to the Governor or President
in Council of Fort St George

Your Petitioner doth therefore humbly Pray that this Honble
Court will be pleased to Allow the Original Papers in this Honble Court in the
said

1281.

Said Cause to go upto the said Governor President in Council in Order for the hearing of the said Appeal & upon Hearing Read Your Petitioners in that behalf Shall Ever Pray

P. Spencer
Atty for Defendt

Filed 1st May 1789

## To the Honble the Mayor's Court at Madraspatnam

Between Annah Lawry Executrix to the Last Will and Testament of Pembakum Comaren Cavassadumma Mudaliar Complainant and Brigadier General Matthew Horne Defendant

### The Humble Petition of the above Named Complainant

Sheweth

That Your Petitioner did exhibit and file his Bill of Compt in this Honble Court against the above Named Defendant for the Recovery of a certain Sum of Money due to Your Petitioner from the said Defendant

That to such Your Petitioners Bill of Complaint the said Defdt did file his Demurrer to which Your Petitioner did Join and the same coming on to be heard before this Honble Court this Honble Court were pleased to Order and Decree that the said Demurrer should stand good and that Your Petitioner's said Bill of Complaint should be dismissed with Costs from which said Order or Decree Your Petitioner had Appealed to this Honble the Court of Appeals

Your Petitioner therefore humbly Prays that this Honble Court will be pleased to Order the Register to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the hearing of the said Cause And Your Petitioner

Shall Ever Pray

J. Stuart Hill
Atty for Pltr

1282.

Filed the 1st May 1789

## To the Honble the Mayor's Court at Madraspatnam

Between Paul Benfield by his Attorney John Turing Complainant and Brigadier General Matthew Horne Defendant &c. &c. &c.

### The Humble Petition of the above Named Paul Benfield

Sheweth

That a Bill of Complaint having been Exhibited and filed in this Honble Court against the above Named Defendant by the above Named John Turing for the Recovery of a certain Sum of Money due from him to the said John Turing under a Bond Executed to Your Petitioner by the said Defendant and by Your Petitioner Assigned over to the said John Turing

That the Usual Rules having expired for Answering the said Defendant did exhibit and file his Answer to the said Bill of Complaint and at the same time did also exhibit and file a Cross Bill against the said John Turing and Your Petitioner

That soon about the Twelfth Day of August last past the said John Turing did upon Affidavit Pray Leave to Examine Your Petitioner as a Witness in the above Cause and this Honble Court having the same into their Consideration were pleased to Order Accordingly from which Order Your Petitioner had Appealed to the Honble the Court of Appeals

Your Petitioner therefore Prays this Honble Court will be pleased to Order the Register to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the hearing of Your Petitioners said Appeal and Your Petitioner

Shall Ever Pray

J. Stuart Hill
Atty for Pltr

1483

Filed 1st May 1789

To the Honble the Mayor's Court at Madraspatnam

Between Paul Benfield Complainant
and Lebonaire Defendant

The Humble Petition of the above Named Complt

Sheweth

That Your Petitioner did on the twelfth day of August in the Year of Our Lord One Thousand Seven hundred and Eighty Eight file his Bill of Complaint in this Honble Court against the above Named Defendt for the Recovery of a Certain Sum of Money due from him to Your Petitioner

That after the usual proceedings were had the Cause came on to be heard on the Fifteenth day of November in the same Year when this Honble Court was pleased to Decree that Your Petitioners said Bill of Complaint should stand dismissed with Cost of Suit from which said Decree Your Petitioner did Appeal to the Honble the Court of Appeals at Madraspatnam

Your Petitioner therefore Prays that this Honble Court will be pleased to Order the Register to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the hearing of the said Cause and Your Petitioner

Shall Ever Pray

J Stuart Hall
Attorney for Pet.

1484

Filed 1st May 1789

To the Honble the Mayor's Court at Madraspatnam

Between Annah Sawmy by his Attorney Charles Darke Complainant and Pongatone Chungleroy Defendant

The Humble Petition of the above Named Complainant

Sheweth

That Your Petitioner did some time or about the twenty sixth day of July in the Year of Christ One Thousand Seven hundred and Eighty Eight file a Bill of Complaint Against the above Named Defendant for the Recovery of a Certain Sum of Money due on an Account Current and that on or about the fifth day of August in the same Year did for special Reasons amend the same

That to such Your Petitioners said Bill of Complaint the above Named Defendant did file a Demurrer to which Your Petitioner did file his Joinder and the same coming on to be heard on or about the twenty first day of October last past this Honble Court was pleased to Order and decree that Your Petitioners said Bill of Complaint should stand dismissed with Cost of Suit from which said Order or Decree Your Petitioner has Appealed to the Honble the Court of Appeals at Madraspatnam

Your Petitioner therefore prays that this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the hearing of the said Cause, And Your Petitioner

Shall Ever Pray

J Stuart Hall
Atty for Pet.

1485.

Filed 1st May 1789

# To the Honble the Mayor's Court at Madraspatnam

Between Paul Benfield by his Attorney Lehm Fering Complainant and Brigadier General Mathew Fenn Defendant. E. E. Coutts

## The Humble Petition of the above Named Paul Benfield

Sheweth

That a Bill of Complaint having been exhibited and filed in this Honble Court against the above Named Defendant for the Recovery of a certain Sum of Money due from him to the said Lehm Fering under and by Virtue of the Assignment of a Bond executed to Your Petitioner by the said Defendant

That shortly after the said Bill had been so exhibited and filed the said Defendant did Pray Leave to examine Witnesses to his Defence and that a Commission and Writ of Dedimus for that purpose might issue Stating the Necessity of such Measures such as that the Witnesses to be examined were about to depart the Jurisdiction of this Honble Court or that Some or all of them were old and infirm

That this Honble Court taking the said Prayer into Consideration were Pleased to Order that the same should be granted which Order was duly Served

Your Petitioner therefore humbly Prays this Honble Court will be Pleased to Order the Register to send up the Original Papers in the above cause to the Honble the Court of Appeals to Attend the Hearing of Your Petitioners said Appeal

And Your Petitioner

Shall Ever Pray

P. Stuart Hall
Atty

1486.

Filed 5th May 1789

# In the Honble the Mayor's Court at Madraspatnam

Between George Stratton of London Esqr by his Acting Attorney Antonio de Souza of Madras Merchant Complainant and Charles Flyer of Fort St. George Esqr Defendant

## The Petition of Charles Flyer the above Named Defendant

Sheweth

That this Honble Court were pleased on the Twenty first day of April in the present Year of Our Lord One Thousand Seven Hundred and Eighty Nine to Order and Decree that Your Petitioner do pay unto the Complainant a Certain Sum of Money

And Your Petitioner Shews that he did on the Second day of May in the said Year Appeal to the Governor and Presidency in Council of Fort St. George

Your Petitioner doth therefore humbly Pray that this Honble Court will be pleased to Allow the Original Papers in this Honble Court in the said Cause to go up to the said Governor and Presidency in Council in Order for the Hearing of the said Appeal before them And Your Petitioner as in duty bound

Shall Ever Pray

P. Sweney
Atty Defendt

1487

Filed 12th May 1789

To the Honble the Mayor's Court at Madraspatnam

Between Annah Rowiah Chetty of Madras Inhabitant Petitioner and Cunga-mah Shivachella Chetty of the same place Inhabitant Respondent

In the Cause wherein Cungamah Shivachella Chetty is Complainant and Annachellum is Defendant

The Humble Petition of the said Annachellum

Sheweth

That this Honble Court were Pleased sometime in the Year of Our Lord One Thousand Seven Hundred and Eighty Seven to Pass this Decree Against Your Petitioner for the Sum of Seven Hundred and Sixty two Pagodas and Eight Fanams by Virtue whereof the said Complainant did Issue out a Warrant of Execution Against Your Petitioner Effects by Virtue whereof the Sheriff did Levy Some Plate and Ground Situated did Mortgage Pledge by Your Petitioner Mortgagee of the said Complainant and Whereas Adequate Instruments for Selling the same were Accordingly Assigned but before the same could be Sold the said Petitioner did Petition this Honble Court Against the said Decree Signed Under Certain Very false Representations as therein Set Forth to which and Answer is Ordered by the Answer thereto

That Issue hath been Joined and Witness Examined and the said Matter and Publication Passed and the same hath been Long Since Ripe for Hearing and is now Actually Set Down to Come to be Heard

That Your Petitioner hath the Misfortune

1488

Many in Support of the said Mortgaged Premises and is now in Gaol to the Suit of his Attorney and Your Petitioner by Reason of his Poverty as Appears by Affidavit hereunto Annexed is utterly unable to Prosecute the said Matter and bring the Same to a Hearing unless he be Admitted to Sue in Forma Pauperis

Your Petitioner therefore humbly Prays that he may be Admitted to Prosecute and bring the said Matter to a Hearing in Forma Pauperis and that One of the Attorneys of this Honble Court may be Assigned him

And Your Petitioner as in Duty Bound Shall Ever Pray

Filed 26th May 1789

To the Honble the Mayor's Court at Madraspatnam

In the Matter Wherein Lutchemy Ammah Widow of Mundiam Pauliem Mancatachia Mordelly Alias Pram Mancatachia Mordelly Deceased was Petitioner And Shivacaumy Ammah Widow and Relict of Mundiam Pauliem Mordelly deceased Respondent

The Humble Petition of the above Named Lutchemy Ammah

Sheweth

That the above Named Shivacaumy Ammah did some time ago Pray this Honble Court to grant her Letters of Administration to the Estate and Effects of Your Petitioners Deceased Husband the above Named Mundiampau-

1737.

humble Petition that Monthly Term which Your Petitioner did file a Caveat to which Matters Now in Litigation and Your Petitioner fearing that the Same should be brought to a Conclusion the Estate of her late Husband as might be Lessen Considerably did file and Exhibit a Petition to this Honble Court praying that Certain persons therein Named Might be appointed Administrators Pendente lite of the Estate of the said Dunas late Husband touching which Petition the said Shevacaumy Ammanah did file an Answer and the Matter coming on to be heard this Honble Court was pleased to Order that Your Petitioner Said Petition and said Petition should be Dismissed with Costs from which Said Order Your Petitioner having Appealed to this Honble Court of Appeals Humbly Prays

That this Honble Court will be pleased to Order that the said Petition and Answer be sent up to the Said Honble the Court of Appeals to Attend the hearing of Your Petitioners said Appeal and Your Petitioner Shall Ever Pray

J. Stuart Hall
Atty for Pet.

Filed July 7th 1739

# The Honble the Mayor's Court at Madraspatnam

In the Cause Lalder Singanah Chitty Administrator of Hulden Pole Chitty Deceased by his Attorney
Augustine Burlow
Plt
Mabony Pachumah Lalder Chitty & Contra

1740.

Sheweth

## The Humble Petition of the Above named Defendant

That on the fifth day of May last past Your Petitioner did file an Affidavit and thereon move this Honble Court that the Above Named Lalder Singanah Chitty and Lalder Candapah Chitty might for certain Reasons in the said Affidavit Contained be examined at Triplicane Pagoda and Interrogatories to be Exhibited by Your Petitioner, That on the Twelfth day of the same Month this Honble Court were pleased to take the same into their Consideration and to Order that the said Motion Should be over Ruled whereupon Your Petitioner did pray for a Rehearing

That the said Rehearing did come on the Twenty Seventh June last past when this Honble Court did think proper to pass and Accordingly and Order that the said Motion should be over Ruled and that the Witnesses be examined in the Common forms Three of the Members of this Honble Court entering their Dissents thereto

From all those Circumstances Your Petitioner is Humbly Sensible in the Premises and Submits himself to this Honble Court be pleased to take it into Their Judgment and Allow him the Liberty of Appeal Your Petitioner therefore most humbly Prays

That he may be permitted to Appeal from the said Order of the Twenty Seventh June last past to the Honble the Court of Appeals And Your Petitioner Shall Ever Pray

Chas Ingles

1491.

Filed the 21st July 1739

To the Honble the Mayor &
Court at Madraspatnam

Between Tayapah Modaliar by
his Attorny William Lewis Complainant
and Yerrasapen and Cuddambaram
Modally of Madras Merchant Defendants

The Petition of the Above Named Complainant

Sheweth

That in the above Cause Your Petitioner did Examine Sundry Witnesses and among others Chinglerayen Canicopoly that part of whose Deposition was taken by the late Examiner Mr Thomas Chambers relating to What the said Witness did Depose as may appear by his Affidavit thereunto Annexed

Your Petitioner therefore Prays that the said Witness may be Re-examined touching the said Matter in Issue in this Cause touching the said Matter

P Spencer
P Popham atty Pr

To the Honble the Mayor's
Court at Madraspatnam

Between Tayapah Modaliar by his
Attorny William Lewis Complainant and
Yerrasapen and Cuddambaram Modally of
Madras Merchant Defendants

1492.

The Affidavit of Chinglerayen Canicopoly

The said Chinglerayen Canicopoly maketh Oath and Saith that since passing Publication in the above Cause he this Deponent was called upon by Mr Pulleine Spencer the Attorney for the Complainant in the above Cause who Required to have the Depositions to the Interrogatories to him Exhibited on behalf of the Complainant in the above Cause by the means and Interpretation of Cypaul Cranimy his the said Pulleine Spencer's Head Writer and other Persons And the said Deponent Saith that upon the same and Depositions being Read and Interpreted to him as aforesaid he this Deponent did Declare that the same was not According to what he this Deponent had Deposed before the Examiner Mr Thomas Chambers at the time of his Examination And that the Words which follow the Words he did set and Subscribe his Name as a Witness to the said Bond so Granted by Bordoon Moodoo Modaliar to Mr Robert Hughes by the express and Particular desire and Request of him the said Bordoon Moodoo Modaliar to wit he this Deponent Saith he did not know that any Sum or Sums of Money was or were paid in Consequence of the said Bond paid to him the said Bordoon Moodoo Modaliar does not Contain and the Words same or meaning Equal by this Deponent at the time of his Examination but are directly contrary to his Sense and meaning and what he this Deponent does remember at the time of his Examination Because this Deponent do's know that there was a Sum of two thousand Pagodas paid to him the said Bordoon Moodoo Modaliar in Consequence of the said Bond and this Deponent further saith that the said Depositions were Read over to him at the time of his Deponents signing the same in any great hurry and as he would not understand them or he could have pointed out the Error therein

A True translation as near as can be from the Malabar language

Rangamaudom
Interpreter

P Spencer
P Popham
atty Pr

1693.

1694.

Filed 22d Sept. 1789

In the Honble the Mayors Court at Madraspatnam

Between Nowna Ramanjellen Petitioner
and Chunganah Shashachella Chitty Respondent
In the Cause wherein
Chunganah Shashachella Chitty is Complainant
and Annachellum Defendant

The Humble Petition of Annachellum the above Named Defendant

Sheweth

That the above named Nowna Ramanjellen Petitioner in the Year of Our Lord One Thousand Seven Hundred and Eighty three filed and Exhibited a Petition in this Honble Court in the above Cause, Setting forth that the above Named Complainant had Caused the Sheriff to attach the Fifty three Houses and Grounds Situated at Mortal Pettah, Mortgaged by Your Petitioner to the said Complainant, for the purpose of Levying thereon the Sum of Seven Hundred and Thirty two Pagodas and Eight Fanams with Interest and Costs Awarded to the said Complainant by Decree of this Honble Court Which Premises the said Nowna Ramanjellen did Sometime Mortgage to him According to the Conditions and Considerations by him in his said Petition Set forth That Your Petitioner did Answer to the said Petn and Witnesses were Examined in Support of the said Petn and Answer, and the said Matter was Set down for hearing and coming on to be heard (when Your Petitioner being allowed to Carry on the Same in forma Pauperis) on the Second Day of June last past, when this Honble Court were pleased to confirm the Prayer of Petition, and that the Sheriffs Seal be taken off the Sequestered Premises And Your Petitioner Shewth that finding himself Aggrieved by

by this said Order did Appeal & then from to the President and Governor and Council

Your Petitioner therefore humbly prays that this Hon^ble Court will be Pleased to Order the Undersigned Papers in the above Petition and Answer to the Court of Appeals to Attend the hearing thereof in forma Pauperis as aforesaid

And Your Petitioner as in duty Bound

Shall Ever Pray

H^y Dundas

Wm Agnew

Filed 22 Sept^r 1789

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

Between Hyla Venkatachella Moodely Penny Chitty Chinnee Chitty and Condapah Chitty Complainants and Nicholas Gillet Defendant

The Humble Petition of the Above Named Complainant

Sheweth

That Your Petitioner did file a Bill of Complaint Against the Above Named Defendant for the Recovery of the Certain Sums of Money Charged to be due to Your Petitioner by the said Defendant Mortgage Bond or Obligation

That the Usual Rules have



Defendant having Neglected to put in his Answer That this Hon^ble Court Would plead the Order and Decree That the said Defendant should pay the Amount of Your Petitioners Demand with Interest and Costs of Suit from which Decree the said Defendant Has Appealed to the Hon^ble the Court of Appeals at Madraspatnam

Your Petitioner therefore Prays this Hon^ble Court will be Pleased to Order the Register of this Hon^ble Court to send up the Original Papers in the Above Cause to the Hon^ble the Court of Appeals to Attend the hearing of the said Cause

And Your Petitioner

Shall Ever Pray

G Chalmer

Att^y for Petitioner

Filed 6^th Oct^r 1789

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

Between Antonio de Souza of Madras Merchant Complainant and Denis Philippus Calender of Madras Inhabitant Defendant

The Humble Petition of the above Named Defendant

Sheweth

That the above Named Complainant having on or about the fifth day of May which was in the Year of Our Lord One Thousand Seven Hundred and Eighty

1497.

Eighty Eight filed his Bill of Complaint in this Honble Court against Your Petitioner for the Recovery of the Sum of One Thousand Three hundred and Ninety One Pagodas, Twenty Six Fanams and Thirty Six Cash and Your Petitioner having time to Appear and filed his Answer and the said Complainant his Replication and Your Petitioner his Rejoinder, and Issue having joined thereon and Witness for Examination Publication Widyasa and the Cause was at Issue to be heard on the Twenty Third day of January in the Eighteenth Year of Our Lord One Thousand Seven hundred and Eighty Nine, when this Honble Court was Pleased to order and decree that Your Petitioner should pay unto the Complainant the said Sum so sued for with Costs of Suit

Your Petitioner whereupon having on the 31st day of July last Past Appealed therefrom to this Honble Court of Appeals Humbly Prays

That this Honble Court will be Pleased to Order that the Register of this Honble Court transmit all the Papers and Records in the Cause to the Court of Appeals to Attend the Hearing of Your Petitioners said Petition and Appeal

And Your Petitioner shall Ever Pray

J. Stuart Hall
Atty for Pet.

1498.

To the Honble the Mayor's Court at Madrasapatnam

Between Conjeveram Annachella Modelliar by his Attorney Jeremiah Rangell Fernandez Complainant and Maliapen and Jaraperu Defendants

The humble Petition of the Above Named Conjeveram Annachella Modelliar by his Attorney Jeremiah Rangell Fernandez

Sheweth

That Your Petitioner having on or about the Twenty eighth day of March which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Seven filed his Bill of Complaint in this Honble Court Against the above Named Defendants for the Sum of Three hundred and Twenty three Pagodas Twenty two Fanams and Five Cash and that thereto the said Defendants having Appeared and on the Twenty fourth day of July in the same Year filed their Plea and Answer and Your Petitioner on the Twentieth day of November his Replication and the Defendants on the Twelfth day of February in the Year of Our Lord One Thousand Seven hundred and Eighty Eight their Rejoinder and Issue having joined thereon Your Petitioner and the Defendants examined their Witness for Publication did Widyasa and the Cause was set down to be heard and was heard Accordingly and the fifteenth day of September last past when this Honble Court were pleased to Order that Your Petitioners said Bill might be dismissed with Honble Costs

Your Petitioner having on the twenty eighth day of the same Month of September Appealed therefrom to the Honble this Court of Appeals humbly Prays

That

1499

That this Hon^ble Court will be pleased to Order the Register of this Hon^ble Court to send up all the Papers of the said Suit to this Court of Appeal to attend the Hearing of Your Petitioners said Petition and Appeal

And Your Petitioner Shall Ever Pray

P. Stuart Hall
Atty for Pt^r

Filed 18th Nov^r 1789

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

Devan Krishnah Pillay of Madras Inhabitant by his Attorney Charles Pongal of the same Place Inhabitant Complainant

and Saulapauchum Tremydah Pillah also of the same Place Inhabitant Defendant

The Humble Petition of the above Named Defendant Saulapauchum Tremydah Pillah

Sheweth

That on or about the Twenty Ninth Day of August One Thousand Seven hundred and Eighty Eight the Complainant Krishnah Pillah did by his Attorney Charles Pongal file his Bill of Complaint in this Hon^ble Court against Your Petitioner for the Recovery of the Sum of One Thousand One hundred and Seventy Six Pagodas Eighteen Fanams and Thirty Six Cash Your Petitioner further

1500

Sheweth that to this Bill of Complaint he did duly Appear and put in his Answer and thereto did Annex his Account Current whereby it Appeared that the whole of the balance due to the Complainant from Your Petitioner Amounted to the Sum of Eighty Two Pagodas Three Fanams and Eight Cash and Manner to his Answer a Replication was filed to that Replication a Rejoinder to the Rejoinder a Surrejoinder and to the Surrejoinder a Rebutter and which Issue was joined Witnesses were Examined and Publication passed and on the Proceedings the Cause came on to be heard and the Twenty sixth Day of October last when this Hon^ble Court was pleased to Order and Decree that the Complainant should Recover the whole of the Sum Sued for with Interest and Costs of Suit from which Decree Your Petitioner did on the Second Day of this Instant November lodge an Appeal to the Hon^ble this Court of Appeal and Your Petitioner therefore humbly prays that this Hon^ble Court will be pleased to Order their Register to send up the several Papers and Proceedings relative to the said Cause to attend the Hearing of Your Petitioners Petition and Appeal And Your Petitioner Shall Ever Pray

P. Walker
Atty for Pt^r

Filed 27th Nov^r 1789

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

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator Pondicherum Sutaramiah of Madras Inhabitant by his Attorney William Gardener of the same Place Inhabitant that Rangapah Moodely at present of Madras Aforesaid Inhabitant Standeth justly and Truely indebted unto Your Orator in the Sum and Just Sum of Twenty Six Star Pagodas and Thirty Fanams Current Money of Madras Making in Sterling

Sterling Money of Great Britain at the Rate of Eight Shillings per Money
Pagoda the Sum of Four Pounds Thirteen Shillings and Two Pence or thereabouts
as will more fully and at large appear by the Copy of an Account Current and
also Copy of an Assignment with Power of Attorney hereunto Annexed for the
inspection of this Honble Court which Your Orator prays may be Considered as
Part of this Your Orators Bill of Complaint this Original Account being in
Your Orators Attornies Custody and Ready to be Produced to this Honble Court
Whensoever he shall be thereunto required and Your Orator further Sheweth
unto this Honble Court that he hath frequently and in a Friendly Manner
Requested the Payment from the said Rungayah Moodaly of the said Sum of
Twenty Six Pagodas and Thirty Fanams

But Notwithstanding the Said Rungayah Moodaly Now Resides in this Honble Court the
said Rungayah Moodaly obstinately and Wilfully Refuses to Pay the same
or to give Your Orator any Manner of Satisfaction Touching the Premises
Your Orator therefore prays all Proper Relief in the Premises may be
Court shall Appear Agreable to Equity and the Good Conscience of the Cause
Therefore that the said Rungayah Moodaly may Personally Come before
True Direct and Perfect Answer Make to all and Singular the Matters and
things herein before Set forth and Alledged as fully Truly and Perfectly
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 Twenty Six Pagodas and Thirty Fanams Together
With all such Further Relief as the Nature of this Cause shall require and
also all Costs of this Suit

May it Please this Honble Court to Cause the said Rungayah
Moodaly to be Summoned and Required by the Sheriff of Fort Saint George
Town of Madras aforesaid and the Districts thereof Personally to be and appear
before this Honble Court at a certain Time and Place to be by this Honble Court
Therein and Thereto Answer this Your Orators Bill of
Complaint and further to Stand to and Abide by such Order and Decree
Therein as to this Honble Court shall Seem Meet

Sworn at Madras aforesaid this 16th Day of October 1788
Before me
Edwd Garrow

J. Walker
Atty for Complt

Summons issue returnable Next Court day

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Rungayah Moodaly in Acct Current with Pooroshotum Sectaramiah &c

| 1778 | | | | 1788 | | | |
|---|---|---|---|---|---|---|---|
| August | To Subsistence to Your this day agreed for at | 10 | " | " | Oct. | 16 | By Ballance Due |
| | Do. this day | 2 | " | " | | | |
| 1788 | Do. this day being 10 | 12 | " | " | | | |
| Octr | To Interest on Do. to this day being 10 Years 2 Months and 5 Days @ 12 p Cent p Annum | 14 | 30 | " | | | |
| | Pagodas | 26 | 30 | " | | | Pagodas |

| | | |
|---|---|---|
| | | 26. 30. " |
| | | 26. 30. " |

Madras 16th October 1788
Errors Excepted

Above Copy
J. Walker
Atty for Complt

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To all People to whom these Presents shall Come Greeting Whereas Runga-
yah Moodaly at present of Madras Inhabitant and by the Ballance as
Current bearing Date the 16th Day of October in the present Year of
our Lord One Thousand Seven hundred and Eighty Eight stands Justly and
truly indebted unto Pooroshotum Sectaramiah of the same Place Inhabitant
in the full and Just Sum of Twenty Six Star Pagodas and Thirty Fanams Current
Money of Madras Making in Sterling Money of Great Britain at the Rate of
Eight Shillings for Every Pagoda the Sum of Four Pounds Thirteen Shillings and
Two Pence or there abouts as by the said Account Current May fully Appear Now
Know Ye that the said Pooroshotum Sectaramiah for a Valuable Considera-
tion to him in hand Paid by William Gardiner at or before the Ensealing and Delivery of these Presents the Receipt whereof is
hereby Acknowledged Hath the said Pooroshotum Sectaramiah by these Presents Hath Assign-
ed and Set over and by these Presents Doth Assign and Set over unto the said
William Gardiner the said Account Current and the Money thereupon due
and Owing and which shall may become due and Owing thereupon and all Her
Right and Interest of in and to the same and every Part thereof and the
Said

Said Pennycheltum Sutaramiah for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said William Gardiner his heirs Executors Administrators and Assigns his true and Lawfull Attorney and Attorneys for him and in his name and in the name and names of his heirs Executors Administrators and Assigns but for the sole and Proper use and benefit of the said William Gardiner his heirs Executors Administrators and Assigns to ask require Demand and Receive of the said Rungayah Mondaly his heirs Executors and Administrators the Sum of Rupees Current and to become Due from the said Account Current and on examining payment thereof Him the said Rungayah Mondaly his heirs Executors and Administrators to release for and Discharge the same and on Payment thereof to Deliver up and Cancel the said Account Current and give Sufficient Releases and Discharges for the same and one or more Attorney or Attornies under him to make Constitute and Appoint and in his stead and place to put the said William Gardiner his Attorney or Attornies shall Lawfully do in the Premises the said Pennycheltum Sutaramiah Doth hereby allow and Affirm and the said Pennycheltum Sutaramiah Doth Covenant with the said William Gardiner that the said Pennycheltum Sutaramiah shall and will Receive Pay and Allow the said Money Due to become Due from the said Account Current or any part thereof and will Commend Allow all Lawfull Proceedings for the Recovery of the same in the said William Gardiner saving the said Pennycheltum Sutaramiah harmless of and from all manner of Costs that may happen to him thereby In Witness whereof the said Pennycheltum Sutaramiah hath hereunto set his hand and Seal at Madras aforesaid this Sixth Day of October in the Year of Our Lord One Thousand Seven hundred and Eighty Eight.

Signed Sealed and Delivered
in the presence of
the Stamp Paper is to be had
in this Province

True Copy
P. Walker
Atty for Complt

Mayor's Court
Madraspatnam

Tuesday the 10th Day of February
Anno Domini 1789

Present

William Webb Esquire Mayor
George Savage and Vincentio Corbett
Aldermen

Between Pennycheltum Sutaramiah
of Madras Inhabitant by his Attorney
William Gardeman of the same Place
Inhabitant Complainant and
Rungayah Mondaly at present of
Madras aforesaid Inhabitant Defendant

L.f.

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 Doth therefore think fitt Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full Sum of Just Pagodas Twenty Six Star Pagodas and Thirty Fanams Star Pagodas 26: 30 Together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Decree

1181.

Said Cause to enquire the said Commissioners President and Council in Order for their hearing of the said Appeal before them And Your Petitioner as in Duty bound Shall Ever Pray

P. Spencer
Atty Defendt

Filed 1st May 1789

To the Honble the Mayor's Court at Madraspatnam

Between Annah Lawrey Executrix to the Last Will and Testament of Pembakam Timmana Caranadum Mordaliar Complainant and Brigadier General Mathew Knox Defendant

The Humble Petition of the above Named Complainant

Sheweth

That Your Petitioner did exhibit and file this Bill of Compl.t in this Honble Court Against the above Named Defendant for the Recovery of a Certain Sum of Money Due to Your Petitioner from the said Defendant

That to such Your Petitioners Bill of Complaint the said Defend.t did file his Demurrer to which Your Petitioner did Join and the same coming on to be heard before this Honble Court this Honble Court were pleased to Order and Decree that the said Demurrer should stand good and that Your Petitioner's said Bill of Complaint should be Dismissed with Costs from which said Order or Decree Your Petitioner had Appealed to this Honble the Court of Appeals

Your Petitioner therefore humbly Prays that this Honble Court will be pleased to Order the Register to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the hearing of the said Cause And Your Petitioner

Shall Ever Pray

J. Stuart Hall
Atty for Petr

1182.

Filed this 1st May 1789

To the Honble the Mayor's Court at Madraspatnam

Between Paul Benfield by his Attorney John Turing Complainant and Brigadier General Mathew Knox Defendant &c. &c. Contra

The Humble Petition of the above Named Paul Benfield

Sheweth

That a Bill of Complaint having been Exhibited and filed in this Honble Court against the above Named Defendant by the above Named John Turing for the Recovery of a certain Sum of Money due from him to the said John Turing under a Bond Executed to Your Petitioner by the said Defendant and by Your Petitioner Assigned over to the said John Turing

That the Usual Rules having expired for Answering the said Defendant did exhibit and file his Answer to the said Bill of Complaint and at the same time did also exhibit and file a Cross Bill against the said John Turing and Your Petitioner

That on or about the Twelfth Day of August last past the said John Turing did upon Affidavit Pray leave to Examine Your Petitioner as a Witness in the above Cause and this Honble Court having the same into their Consideration were pleased to Order Accordingly from which Order Your Petitioner had Appealed to this Honble the Court of Appeals

Your Petitioner therefore Prays this Honble Court will be pleased to Order the Register to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the hearing of Your Petitioners said Appeal and Your Petitioner

Shall Ever Pray

J. Stuart Hall
Atty for Petr

1483

Filed 1st May 1789

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

Between Paul Pinfold Complainant
and Johan Turing Defendant

The Humble Petition of the above Named Complt

Sheweth

That Your Petitioner did on the Tenth Day of August in the Year of Our Lord One Thousand Seven hundred and Eighty Eight file his Bill of Complaint in this Hon'ble Court against the above Named Deft for the Recovery of a certain Sum of Money due from him to Your Petitioner

That after the Usual proceedings were had the Cause came on to be heard on the Fifteenth Day of November in the same Year when this Hon'ble Court was pleased to Decree that Your Petitioners said Bill of Complaint should stand dismissed with Costs of Suit from which said Decree Your Petitioner did Appeal to the Hon'ble the Court of Appeals at Madrasapatnam

Your Petitioner therefore Prays that this Hon'ble Court will be pleased to Order the Register to send up the Original Papers in the above Cause to the Hon'ble the Court of Appeals to attend the hearing of the said Cause and Your Petitioner

Shall Ever Pray

J Stuart Hall
Attorney for Pet.r

Filed 2d May 1789

1484

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

Between Annabe Sawmy by his
Attorney Charles Darke Complainant and
Pongatoone Chungleroy Defendant

The Humble Petition of the above Named Complainant

Sheweth

That Your Petitioner did sometime in or about the Seventeenth
day of July in the Year of Christ One Thousand Seven hundred and Eighty Eight
file a Bill of Complaint Against the above Named Defendant for the Recovery of
a Certain Sum of Money upon an Account Current and that on or about the
fifth Day of August in the same Year did for especial Reasons amend the same

That to which Your Petitioner's said Bill of Complaint the above
Named Defendant did file a Demurrer to which Your Petitioner did file his
Joinder and the same coming on to be heard on or about the twenty first day
of October last past this Hon'ble Court was pleased to Order and Decree that
Your Petitioners said Bill of Complaint should stand dismissed with Costs
of Suit from which said Order or Decree Your Petitioner has Appealed to
the Hon'ble the Court of Appeals at Madrasapatnam

Your Petitioner therefore prays that this Hon'ble Court will be pleased
to Order the Register of this Hon'ble Court to send up the Original
Papers in the above Cause to the Hon'ble the Court of Appeals to
attend the hearing of the said Cause, And Your Petitioner

Shall Ever Pray

J Stuart Hall
Atty for Pet.r

1485.

Filed 1st May 1789

## To the Honble the Mayor's Court at Madraspatnam

Between Paul Benfield by his Attorney Lehew Twining Complainant and Brigadier General Matthew Fenn Defendant E. I. Service

## The Humble Petition of the above Named Defendant

Sheweth

That a Bill of Complaint having been exhibited and filed in this Honble Court against the above Named Defendant for the recovery of a certain Sum of Money due from him to the said Lehew Twining under signed by Virtue of the Assignment of a Bond executed to Your Petitioner by the said Defendant

That shortly after the said Bill had been exhibited and filed the said Defendant did pray leave to examine Witnesses to his defence and that a Commission and Mandate for that purpose without fyling an Affidavit stating the Necessity of such Measure such as that the Witnesses to be examined were about to depart the Jurisdiction of this Honble Court for Bengal or all of them old and infirm

That this Honble Court taking the said Prayer into Consideration were pleased to Order that the same should be complied with the form which said Order Your Petitioner did Appeal to the Court of Appeals of Madraspatnam

Your Petitioner therefore humbly Prays this Honble Court will be pleased to Order the Register do send up the Original Papers in the above cause to the Honble the Court of Appeals to attend the hearing of Your Petitioners said Appeal

And Your Petitioner

Shall Ever Pray

P. Stuart Hall
Atty for Pet.

1486.

Filed 5th May 1789

## To the Honble the Mayor's Court at Madraspatnam

Between George Strattan of London Esqr by his Acting Attorney Antonio de Souza of Madras Merchant Complainant and Charles Flyer of Fort St George Esqr Defendant

## The Petition of Charles Flyer the above Named Defendant

Sheweth

That this Honble Court were pleased some time in the Twenty first day of April in the present Year of Our Lord One Thousand Seven Hundred and Eighty Nine to Order and Decree that Your Petitioner do pay unto the Complainant a certain Sum of Money

And Your Petitioner Shewith that the said Order bearing date the second day of May in the said Year Appeal'd to the Governor and President in Council of Fort St George

Your Petitioner doth therefore humbly Pray that this Honble Court will be pleased to Allow the Original Papers in this Honble Court in the said cause to go up to the said Governor and President in Council and Order for the hearing of the said Appeal before them And Your Petitioner as in duty bound

Shall Ever Pray

P. Spencer
Atty Defendt