25,000—4-5-32.

Block	7
Rack No.	
Shelf No.	
Serial No.	57
General No.	

Filed the 16th May 1787

To the Honble the Mayor &
Court at Madrass patnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator Benjamin Heland Thomas Collins of Calcutta in Bengal Esqrs
by their Attorney William Balfour John Spalding and Oliver Coll of Fort
Saint George Merchants and Copartners that Patrick McIntyre formerly of
Bengal Merchant and Indebted of Madras and late of Bombay or elsewhere
stands indebted unto Your Orator in the full and just Sum of Twenty
Three thousand four hundred and fifty seven Star Pagodas Nineteen Fanams and
Sixty six 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 & Eight
Pence thereabouts as will more fully and at large appear by the Copy of the
Obligation Copy of said Indenture entered into between Adam Lumbill and
Patrick McIntyre of the One Part and Your Orator of the other Part and by the
Copies of Power of Attorney of Your Orator to the said William Balfour John
Spalding and Oliver Coll as also Copy of said Account Current hereunto Annexed
for Inspection of this Honble Court and which they are prayed to be taken as
part of this Your Orator's Bill of Complaint the Attested Copy of the said
Indenture together with the Attested Copies of two former Titledeeds of the
Premises which are now Mortgaged to Your Orator as also the said Original
Power of Attorney and Account Current are now in the Possession of Your Orator's
Attorneys and ready to be produced to this Honble Court as shall be required
Your Orator Sheweth unto this Honble Court that they have sent and
delivered unto the said Patrick McIntyre and Adam Lumbill Bond as
well in the Sum of Sixty three Thousand One hundred and
six Sicca Rupees Thirteen Annas and One Piece for securing the payment
of the said Adam Lumbill and Patrick McIntyre did Mortgage and

Assign

This Day of
Issue Returnable
Madras 16th

Ships were unto Your Orators the Aforesaid Ships Henry whereof G
Calloway is now Commander together with Her Stores &c as also
of Insurance on the said Ship as by the said Indenture Shewn
May Appear Your Orator further shews that they have since Paid
for Account of the said Adam Turnbull and Patrick McIntyre the
Thousand and Six hundred Sicca Rupees for the Premium of Insu
of Three Thousand and four Current Rupees Ten Annas and Three
Batavia to Bombay as by the said Account Current thereunto
Appear which said Sums of Three Thousand and Six hundred
and Three Thousand and four Current Rupees Ten Annas and
Your Orators have been obliged to pay for the better securing unto
Value of the said Ship &c Mortgaged unto them against
Other Accident And Your Orators Shew that the said
Patrick McIntyre have not nor hath either of them pa
or any One for their Account the said Sums owing to
any part thereof now have they or either of them given
either of them any Satisfaction whatever touching the
them for pray a general Relief unto the Honble
Agreable to Equity and good Conscience To the End the
Patrick McIntyre may upon his Corporal Oath full
Answer make to all and singular the matters and
set forth and Alledged as fully truly and Effectually to
Purposes as if the same were here again Repeated and
gated And that the said Patrick McIntyre may partic
Your Orators Aid and Head Advance unto them and the
the several Sums of Money as specified in the Account
and whether the said Adam Turnbull and Patrick
the Security of Your Orators said Money enter into an
Copy whereof is hereunto Annexed and whether the sa
and Patrick McIntyre or either of them for their Ac

Lond One Thousand
Eighty Nine

Hall
Public

Popham

or Satisfied all or any part thereof And whether the said Adam Turnbull
was not then a Partner with the said Patrick McIntyre and whether the
said Patrick McIntyre 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 Exchange 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 Exchange Interest
as now is or shall hereafter become due thereon also Costs of this Suit

Lecke

May it Please this Honble Court to Cause the said Patrick
Mcintyre to be Summoned and Required by the Sheriff of Fort Saint George
duly Madras Peaturam and other Districts thereof personally to be and
Callin before this Honble Court at a certain time and place to be by this
Compy Court prefixed and Appointed then and there to Answer this
Complainants Bill of Complaint and further to stand and abide by such Order
Summons as this Honble Court shall deem Meet
Agreed
ration

Memorandum Between
Lockamant Lita Summons
Thomas Court Day
hand 1789
Thomas Wm Webb
John Mayor
William
and
sworn
Thereon
And
Slough

Popham
Attorney for Complainant

Unique ever unto Your Orators the Aforesaid Ship Hungerford of [illegible]
Galloway is now Commander together with her Stores &c as also [illegible]
of Insurance on the said Ship as by the said Indenture Summoned to [illegible]ringing
May Appear Your Orators further shew that they have since Paid and [illegible]Delivered by
for Account of the said Adam Turnbull and Patrick McIntyre the [illegible]s of same
Thousand and Six hundred Sicca Rupees for the Premium of Insurance [illegible]of Calcutta
of Three Thousand and four Current Rupees Few Annas and three [illegible]Benjamin
Batavia to Bombay as by the said Account Current hereunto [illegible]other part
Appear which said Sums of Three Thousand and Six hundred [illegible]th Year
and Three Thousand and four Current Rupees Few Annas and [illegible]tain
Your Orators have been obliged to pay for the better securing [illegible]ndied
Value of the said Ship so Mortgaged unto them against [illegible]and eight by eight,
Other Accident And Your Orators Shew that the said [illegible]me with the
Patrick McIntyre have not nor hath either of them paid [illegible]
or any One for their Account the said Sums owing to [illegible]
any part thereof now have they or either of them given any [illegible]stimony whereof
either of them any Satisfaction whatever touching the [illegible]my hand and Seal
therefore pray a general Relief such as to this Honble Court [illegible]nd day of February
Agreable to Equity and good Conscience To the End the [illegible]Lord One Thousand
Patrick McIntyre may upon his Corporal Oath fully [illegible]Eighty Nine
Answer make to all and singular the matters and things [illegible]Hall
set forth and Alledged as fully, truly and Effectually to [illegible]Public
Purposes as if the same were here again Repeated and [illegible]
gated and that the said Patrick McIntyre may particularly
Your Orators did Grant and Advance unto him and the [illegible]Popham
the several Sums of Money as specified in the Account [illegible]
and whether the said Adam Turnbull and Patrick [illegible]
the Security of Your Orators said Money enter into and [illegible]
Copy whereof is hereunto Annexed and whether the said [illegible]
and Patrick McIntyre or either of them for their Use [illegible]

or Satisfied all or any part thereof And whether the said Adam Turnbull
was not then a Partner with the said Patrick McIntyre and whether the
said Patrick McIntyre is not at Present liable to the Payment of the whole
of the said Sums of Twenty Thousand four hundred and fifty Seven Pagodas
Nineteen Fanams and Sixty Cash together with all Charges 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 Sums of Twenty Thousand four hundred and
fifty Seven Pagodas Nineteen Fanams and Sixty Cash with all Costs Interest
as now or shall hereafter become due thereon also Costs of this Suit.

Lecha[illegible] May it Please this Honble Court to Cause the said Patrick
Mc[illegible]tyre to be Summoned and Required by the Sheriff of Fort Saint George
duly Madras patam and the Districts thereof personally to be and
Calcu[illegible] before this Honble Court at a certain time and place to be by this
Compa[illegible] Court prefixed and Appointed to Shew and Shew to Answer this
Summ[illegible]ators Bill of Complaint and further to stand abided by such Order
a[illegible]ure therein as to this Honble Court shall seem Meet
gation

Money between Between
Lecha[illegible]ment Letter Summons
Summ[illegible] Court Day
Stand[illegible]789
The said [illegible]
Johnst[illegible] Mayor
William
and [illegible]
sworn
the [illegible]
And [illegible]
Slaugh[illegible]

S. Popham
Attorney for Complainant

I Phinehas Hall Notary Public Residing
Calcutta at Fort William in Bengal for that purpose Duly
Certify and Attest that the Annexed Paper Writings and
Indenture made Between Adam Lumbull Patrick
at Fort William in Bengal Merchants of the One part
and Thomas Cotton of the same place Gentleman
bearing date the Twenty fifth Day of August in the Eighth Year
of the Reign of Our Sovereign Lord George the Third of
France and Ireland King Defender of the Faith and
the Year of Our Lord One Thousand seven hundred and eighty eight
[illegible] Receipt thereupon Annexed Carefully Collated by me with the
Originals which were exhibited to me for that purpose

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
J. Pynham

L.S.

This Indenture Made the twenty fifth Day of August in the Eighteenth
Year of the Reign of Our Sovereign Lord George the Third of Great Britain
and Ireland King Defender of the Faith and so forth and in the Year of
Lord One Thousand seven hundred and Eighty Eight Between Adam
Lumbull and Patrick Macintyre Benjamin Heyand Thomas Cotton of
the same place Gentleman of the other part Witnesseth and by certain
Indenture bearing date the twenty sixth Day of December in the Year of Our Lord
One Thousand seven hundred and Eighty six made between Johan
of Calcutta in the Province of Bengal Merchant Charles Child of the
same place Merchant Johan Blythe of the same place Merchant the Honble
Gordon of the same place Esquire Thomas Redhead of the same place
Merchant and William Harding of the same place Esquire the then Committee
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
Company or Society of the one Part and Adam Lumbull of Calcutta
aforesaid Merchant of the other part Witnesseth that for and in Consider-
ation of the Sum of Forty Six Thousand Sicca Rupees of Good and Lawful
Money of Bengal to them the said Johan Palling Charles Child Johan Blythe
Thomas Redhead and William Harding for the Use of
themselves and the other Members of the said Insurance Company or Society in
Manner aforesaid by the said Adam Lumbull at or before the Sealing and Delivery of
these Indentures the Receipt whereof is hereby acknowledged They the said
Johan Palling Charles Child Johan Blythe Lockart Gordon Thomas Redhead and
William Harding for themselves and the said Insurance Company or Society
each and every of them Did grant bargain sell Assign transfer and set
over unto the said Adam Lumbull his Executors Administrators and Assigns
all that Ship or Vessel called the Dadaloy of the Burthen of Two or three hundred
Tons or thereabouts
whereof George Galloway was Master then lying and being in the River
Hooghly together with all and singular the Masts, Sails, Sail Yards, Anchors
Cables

Cables Ropes Cordeel Boats Ores guns of Ordnance Gunn Gunn Powder shot Tackle
Apparel Rigging Ammunition provision and furniture &c
Ships or Vessel belonging or in anywise Appertaining To have and to hold the
said Ship or Vessel Called the Dudaley and all and singular
there by Granted Bargained and Sold Assigned Transferred and
intended to be with their and every of their Appurtenances
Adam Turnbull his Executors Administrators and Assigns
Whereas the said Ship Dudaley is the sole property of the
and Patrick Macintyre and is at present called and known
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 Mc and in the Sum of Sicca
Rupees Forty Two Thousand two hundred and Sixty One four Annas and seven
Pice as Account of the Acceptances which are hereunto annexed and standing as
other Sums of Sicca Rupees two Thousand four hundred and four Account of the
Premium of Insurance on the said Ship Henry Making
Sicca Rupees Forty four Thousand Six hundred and Sixty
seven Pice And Whereas they also stand indebted to the said Thomas Cottew
in the Sum of Sicca Rupees Fourteen Thousand three hundred and Twenty One
Eight Annas And Six Pice as Account of other Acceptances which are hereunto
Annexed and standing as further Sums of Sicca Rupees One Thousand two hundred
as 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 Sums of Sicca Rupees Forty four Thousand Six hundred
and Sixty five four Annas and seven Pice due to the said Benjamin Mc and
the Sums of Sicca Rupees fifteen Thousand five hundred and Twenty One Eight
Annas

Annas and Six Pice due to the said Thomas Cottew amounting 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 Mc and Thomas Cottew
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 Macin-
tyre the further Sum of Sicca Rupees three Thousand One half of which Sum to be
Advanced by the said Benjamin Mc and the other half by the said Thomas
Cottew for the Engagement 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 Mc and Thomas
Cottew the said Ship Henry And the Policy of Insurance on the said Ship in
Manner hereinafter mentioned with Security for Payment they the said
Benjamin Mc and Thomas Cottew are contented 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 they the said
Adam Turnbull and Patrick Macintyre do hereby Acknowledge and there of and
of every part thereof do Acquit Release and Discharge the said Benjamin Mc
and Thomas Cottew their and each of their Executors Administrators and
Assigns and for them and other good and sufficient Causes and Considerations
them the said Adam Turnbull and Patrick Macintyre hereunto especially
Moving Have given Granted Assigned and set over and by these presents
Do give grant Assign and set over unto them the said Benjamin Mc and
Thomas Cottew their and each of their Executors Administrators and Assigns
as well the aforesaid Ship or Vessel called the Henry as aforesaid as the Policy
of Insurance given on the said Ship or Vessel Together with all her Tackle Apparel
Ammunition

Ammunition Artillery Ordnance Stores Boats and Furniture with all and Singular other the Appurtenances to the said Ships or Vessel belonging or in any wise Appertaining To have and to hold the said Ship or Vessel called the William Jacobs Apparel Ammunition Artillery Ordnance Stores Boats and Furniture and the said Instruments in Writing or Policy of Assurance as aforesaid with their Appurtenances unto the said Benjamin Mee and Thomas Cotton their Executors Administrators and Assigns forever Provided always and these Presents are upon this express Condition That if the said Adam Turnbull and Patrick Macintyre their or either of their Executors Administrators and Assigns shall well and truly 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 Six Hundred Pounds Sixty three Thousand One hundred and Eighty Six thirteen Annas and One Shilling 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 reduction or abatement out of the same for or in Respect of any outfits Expences 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 this Assurance and at all times from thence forth these Presents and the Sum and Estate thereby granted and every Clause and Covenant therein 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 sealing and delivery of these presents have in themselves good right full power and lawful and absolute Authority to grant and convey the

the said Ship or Vessel with all and singular other the Premises 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 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 from and after default shall be made in payment of the said Sum of Sixty three Thousand One hundred and Eighty Six Sicca Rupees Thirteen Annas and Six pice with Interest as aforesaid or any part thereof contrary to the true intent and meaning of these presents peaceably and quietly to enter into and upon and have hold use occupy possess and enjoy the said Ship or Vessel called the Henry together with all such Policy or Policies of Assurance and all and singular other the Premises with the Appurtenances and to receive and take the Earnings Issues and Profits thereof and of every part and parcel thereof from thence forth for the same without the lawful let suit trouble denial reduction or interruption of them the said Adam Turnbull and Patrick Macintyre their Executors Administrators or Assigns or of them or 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 or executed or suffered or to be had made done committed or executed 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 claiming or lawfully claiming or

or which shall or may have or lawfully claim any Estate Right Title or Interest
of into or out of the said Ship or Vessel 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 pice with Interest thereon
as aforesaid or any part thereof contrary to the true and intent of the aforesaid
Proviso and Covenant for payment of the same respectively reasonable regard
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 be made done and executed all and every
such further and other lawful and reasonable Act and Acts Deeds Conveyan-
ces and Assurances in the Law whatsoever for the further better more perfect
and absolute granting and Assuring the said Ship or Vessel with the tackle
Apparel 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 Advised or required. And it is lastly
declared and agreed by and between the said Parties to these Presents that in
the meantime and until default shall happen to be made for repayment
of the said Sum of Sicca Rupees Sixty three Thousand One hundred and Eighty
six thirteen Annas and One pice and Interest or any part thereof contrary
to the true 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 Vessel called the Henry 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

Being first without the Lawful let Suit Trouble or interruption of for by them the said
Benjamin Mee and Thomas Cotton their or either of their Executors Administrators
or Assignees or for 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 Seal of the said Patrick Macintyre
And the said Benjamin Mee and Thomas Cotton have hereunto set
their respective hands and Seals the Day and Year first above Written

Adam Turnbull Seal Pat. Macintyre Seal Benj.n Mee Seal Tho.s 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 pice being the full Consi-
deration Money within Mentioned to be paid by them to us
We witness

Jas Forbes
Thos Templeton

} S.Rs 63186. 13. 1

Witness 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 Tirretta
Register

Mem.d Vol.e 1886
f.o 115.

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
Tho.s Templeton

6/9 Augt

Calcutta 6th June 1788. C44

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

Fombull & Macintyre

Sa Rs 3000. Indorsed W Lucas

15. Octr 88.

Dear Sir

You have a Draft of P. Macintyre on me for 400 Rupees due this day of Ramchunder Autia's wife to shart find a Hanaf's Account with us You please to Debit the same

Yrs &c

A. Fe

Calcutta 2 June 88.

To J. Benjamin Esqr

Rec'd 10 Octr

Sir Four Months after date pay to Ramchunder Autia's Order Four hundred Sa Rs which debit to plase to my private Account

Your Obdt Servant

Signed P. Macintyre

To Mr Adam Fombull & Co

Calcutta

Sa Rs 400

Four Copy delivered Mr William Hanaf's Indorsed

N. 59 Rec'd 16/19 Augt

Calcutta 6th June 1788 C109

Two Months after date pay to my Order five thousand Sicca Rupees for Value Received

William Macintosh Junior

Sa Rs 5000

To Messrs Fombull & Macintyre

J & M. J.

Indorsed William Macintosh Junior

N. 37 Rec'd 3/5 October

Calcutta 12th June 1788 C109

Four Months after date pay to my Order Four Thousand three hundred fifty three Sicca Rupees and three Annas for Value Received

William Macintosh Junior

Sa Rs 4353. 2

To Messrs Fombull and Macintyre

J & M. J.

Indorsed W. Macintyre Junior

30th June

N. 62. 7/6 Augt / N. 91 /

Calcutta 3 June 1788 C109

Sa Rs 264. 10

Two Months after date please to pay to my Order five Sicca Rupees Two hundred and Sixty four and two Annas for Value Received from You

H. Stewart

To Adam Fombull Esqr A. F.

Indorsed H. Stewart

William Macintosh Junior

N. 58.

Rec'd 17th August

Calcutta 16th June 1788. C109

Seven 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 Fombull and Macintyre

J & M. J.

Indorsed William Macintosh Junior

N. 774. Rec'd 3/8 Augt

Calcutta 5th April 1788 C109 Sett

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 Slint

William Macintosh Junior

Sicca Rs 5000. Messrs Fombull & Macintyre J & M. J.

Indorsed William Macintosh Junior W. Lucas H. Stewart

Calcutta 29th Augt 1788.

Two Months after date we promise to pay the Proprietors of the Bengal Bank or Order the Sum of Four Thousand five hundred and eight Sicca Rupees four Annas and six pice for Value Received

Fombull & Macintyre

Aug.t 23

Calcutta 20th June 1788 Co.y

Two Months after date we promise to pay unto Mr. A. Davidson or Order Sicca Rupees One Thousand two hundred and Ninety One four Annas and One Pice (S.Rs 1291. 4. 01) balance of Acct Curt. with Shore dated 11. Inst.

Turnbull & Macintyre

Indorsed A Davidson

La

Calcutta 16th June 1788 Co.y 109

No. 60. Dues 23/28 Augt

Two Weeks after date please to pay me or my Order Sicca Rupees One Thousand Seven hundred forty Seven and Twelve Annas for Value received

William Macintosh Junior

S.Rs 1747. 12.-

To Messrs Turnbull & Macintyre

Indorsed William Macintosh Junior

N.B. Ent.d

J. & M.T.

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

Turnbull & Macintyre

S.Rs 12000

Indor.d James Elphinstone Peter Leyne

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.a Annum for Value Received from them

Turnbull & Macintyre

Calcutta 31st May 1788.

S.Rs 5000

No. 612 Dues 9/12 Augt

No. 40 Two Weeks after date please pay to us or Our Order Eight Thousand Sicca Rupees for Value

To Messrs Turnbull & Macintyre

Indorsed W.m Guard

S.Rs 8000. Indorsed W.m Guard

William Macintosh Junr

William Macintosh Junior

True Copies

J. Popham

To all to whom these Presents shall Come Thomas Cotton and Benjamin Mee of Calcutta at Fort William in Bengal Esquires and Citizens Whereas and by a certain Indenture of Assignment bearing date the Twenty Seventh 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 and Reciting as therein is recited Inter alia by the said Indenture Witnessed that for the better Securing the payment of the Sum of Sicca Rupees Sixty Three Thousand One hundred and Eighty Six Thirteen Annas and One pice 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 pice the receipt whereof they the said Adam Turnbull and Patrick Macintyre did thereby acknowledge and thereof 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 thereunto said Adam Turnbull and Patrick Macintyre thereunto especially moving Had Granted and Bargained and Assigned and Confirmed 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 Hungary 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 wise Appertaining with divers other Clauses provisoes Conditions and Agreements in the said Indenture contained Relation being thereunto had will more fully and at large Appear And Whereas it may be thought Advisable for the benefit of the Concerned to call and Assemble the Owners of the said Ship in the said Indenture Particularly mentioned and Described and 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 Messrs.

Belsor

Wilson Spalding and Cottall of Madras aforesaid Merchants jointly and severally our true and Lawful Attorny 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 Lumisdell and Patrick Macintyre or either of them or any other person or persons in Possession of the said Ship or Vessel in the aforesaid in part recited Indenture mentioned and to bring any Bill or Bills of Complaint or any other Action or Actions Suit or Suits as shall be thought meet and proper to compel the Payment of the said Sum of Sixty Nine Thousand One Hundred and Eighty Six Sicca Rupees Thirteen Annas and One Pice and all Interest now due or which shall or may hereafter become due thereupon 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 Agreement touching the payment of the said Debts due by the said hereinbefore recited Indenture mentioned and under them Our or more Attorney or Attorneys to Appoint make and substitute and to displace them or any of them and others in their room to substitute and do or cause to be done all such matters and things as shall be needful and requisite for the recovery of the said Debts by the hereinbefore 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 and about the premises as fully to all intents and 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 Eighteenth day of April in the Year of Our Lord Christ One Thousand Seven Hundred and Eighty Nine

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

Signed Sealed and Delivered in Bengal (where no Stamps are used) in the presence of
W. Lickey
P. Turner

Attns. Copy
J. Popham

Patrick Mc. Intyre Esqr. with Adam Lumisdell Esqr. Benjamin Roe & Thomas Cotton Esqrs.

1788 May 1	23	To Cash for Adam Lumisdell Esqr. his Account					
		To Amount of Bill drawn on Messrs. Benjamin Roe & Thomas Cotton Esqrs.					
		To Cash paid for Commission on the above Bill					
1789 May	11	To Cash paid for Commission on Bill drawn on Messrs. Benjamin Roe & Thomas Cotton Esqrs.				3	6
		To Amount carried to the Credit of Ship Account					
		To Cash paid for Commission on Bill drawn on Messrs. Benjamin Roe & Thomas Cotton Esqrs.				2	6
		To Amount carried to the Credit of Ship Account					

58

Tuesday 22 May 1759

In the Honble the Mayor's Court at
Madraspatnam

Between Benjamin Sheand Thomas
Collett by their Attorney William Balfour
John Spalding and Oliver Colt
Juors
Patrick McIntyre

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 McIntyre is Justly and truely indebted to
the above Named Benjamin Shea and Thomas Collett in the Sum of Twenty
Thousand four hundred and fifty Seven Star Pagodas Nineteen Fanams and
Sixty Cash as Stated in the 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 McIntyre hath been
Within the Jurisdiction of this Honble Court Since the Cause of Action Rose

Sworn to before me
this 22d May 1759

Oliver Colt

Wm Wedderburn
Mayor

S. Popham
Atty for Complainant

59

Mayor's Court
Madraspatnam

Tuesday the 15th Day of January
Anno Domini 1760

Present

Vincentio Corbett Esquire Mayor
James Call and Henry Chichely Michell
Aldermen

Between Benjamin Shea and
Thomas Collett of Calcutta and Bengal Esquire
by their Attorney William Balfour Esqr
Spalding and Oliver Colt of Fort Saint George
Merchants and Copartners Complainants and
Patrick McIntyre formerly of Bengal Mer-
chant and since of Madras and Bruce of Bombay
and elsewhere Defendant

Appearing by the Records of this Court that the
Space of Six Months the time Limitted by His Majesty's Charter for 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 of this Court Do therefore think fitt Order
and Decree and Do Accordingly Order and Decree that the Defendant shall
Pay unto the Complainant the full and Just Sum of Twenty Thousand four
Hundred and Fifty Seven Pagodas Nineteen Fanams and Sixty Cash
Pagodas 20457.19.60. Together with all Such Interest as now is or shall
hereafter become due thereon until full payment be made and all Costs of this
Suit

Entd

20

Filed 23d May 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Roger Chilly of Madras Inhabitant that Michael Bernard late of Madras and now of Calcutta the surviving Obligee with Catherine his Wife for and in the Penal Sum of Eight Hundred and Seventy four Star Pagodas Thirty One Fanams and Sixty Cash Current Money of Madras Making in Sterling Money of Great Britain, at the Rate of Eight Shillings for every Pagoda the Sum of three hundred and forty Nine Pounds Seventeen Shillings and Nine pence or thereabouts as will more fully and at large Appear by the Copies of a Bond and of an Account Current thereunto Annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this his Bill of Complaint the Originals whereof are in Your Orator and Ready to be Produced to this Honble Court when Required and Your Orator Sheweth that the said Michael Bernard and Catherine his Wife or one of them Executed the Bond Engrossed in the Annexed Account and the said Michael Bernard hath Received Divers Sums of Money on Account of the said Bond but the said Michael Bernard and Catherine his said Wife have not Discharged the said Bond or given any Satisfaction whatever touching the Premises to Your Orator Wherefore Prays a General Relief and to have the said Michael Bernard may upon his Corporal Oath to full True Direct and perfect Answer Make to all and Singular the Matters and Things herein before set forth and Alleged 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 Ordered to pay unto

21

Unto Your Orator the aforesaid Sum of Eight hundred and Seventy four Star Pagodas Thirty One Fanams and Sixty Cash with all such Interest as in Justice shall hereafter become due thereon also Costs of this Suit

May it please this Honble Court the said Michael Bernard to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

J. Popham
Attorney for Complt

23d May 1789
This Bill was shewn to me between the Hours of Government Hour Summons issue Returnable the Next Court Day

Wm Hicks
Mayor

Know all Men by these Presents, That We, Michael O'Bernard and Antonia O'Bernard of Madras Presidency aforesaid are firmly bound unto Ungoo Chitty of the same place Merchant in the Penal Sum of Eight hundred Pags of Pags 1600. to the payment whereof well and truly to be made to the said Ungoo Chitty 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 Hands and Seals in Madras this 6th Day of February in the Year One Thousand Seven hundred and Eighty Six

Whereas the above bound Michael O'Bernard and Antonia O'Bernard have borrowed and received of the above Named Ungoo Chitty full and just Sum of Eight hundred Pags of Pags 800. for and at interest at the rate of Twelve 12 per Cent per Annum Payable Yearly Annually

Now the Condition of this Obligation is such, That if the above bound Michael O'Bernard and Antonia O'Bernard their Heirs Executors Administrators, or Assigns, shall well and truly pay or cause to be paid unto the said Ungoo Chitty his Heirs executors, Administrators, or Assigns, the full and just Sum of Eight hundred Pagodas Pags 800. 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 Papers is to be had
in the Province of
Robt Wall

M. Bernard (L.S.)
The Mark (X) of
Antonia O'Bernard (L.S.)

Attest Cory
L. Topham

Dr. Michael O'Bernard Surviving Obligor of his late Father Michael O'Bernard Deceased in Account Current with Ungoo Chitty

1786 Feby 6th	To Mr Account Current Bond & Int				Pags	800	15.	.
Sundry	To Do				Do	8	.	.
Do Feby 28	To Cash Received of Do				Do	37	14	.
	To Mr Cash Account							
	By Mr Account Current Bond & Int				Pags	800	15	.
	By Cash Received of Do				Do	8	.	.
	By Cash Received of Do				Do	37	14	.
1787 May 1st	By Interest on Account Current Bond				Pags	96	.	.
	By Interest on Mrs Cash Account				Do	2	22	.
	By Interest on Cash Received of Do				Do	2	15	60
	By Interest on Do				Do	2	2	20
	By Interest on Do				Do	2	23	52
	By Interest on Do				Do	2	1	18
	By Balance				Pags	2	91	60
							1134	25 60

Pags 1134 25 60

Attest Cory
L. Topham

Pags 1134 25 60

Errors Excepted
Michael O'Bernard
Antonia O'Bernard

24

Filed the 27th May 1729

In the Honble the Mayor's
Court at Madraspatnam

Between Vingoo Chitty of Madras
Inhabitant Complainant and Michael
Bernard late of Madras and now of Calcutta
the surviving Obligor in the Britannia Ship
late of Madras Inhabitant Deceased
Defendant

The Affidavit of the above Named Complainant Vingoo
Deponent Maketh Oath and Saith that the above Named Michael Bernard
as the surviving obligor stands Justly and truly Indebted unto this Deponent
in the full and just Sum of Eight Hundred and Seventy four Star Pagodas
thirty One fanams and Sixty Cash as appears by the Copies of a Bond and of
an Account Current Annexed to this Deponents Bill of Complaint filed
in this Honble Court on the Twenty third day of this Instant May and this
Deponent further Saith that the said Defendant has not been within the
Jurisdiction of this Honble Court since the Cause of Action Arose

(Signed) Vingoo Chitty

J. Dynham
Atty for Compt

A true translation as near as can be from the
Malabar language

Ranga Naudom
Interpreter

25

Mayor's Court at Madrasapatnam

Tuesday the 19 Day of January Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor.
James Call and Henry Chichly Aldermen

L.S.

Mayor's Court

Between Vengoo Chitty of Madras Inhabitant Complainant and Michael Bernard late of Calcutta but now of Antonia Shiddlise the surviving Obligor

Defendant

It Appearing by the Records of this Court that the Space of Six Months the time Limitted in this Mayor's Charter for Elapsed since the Return of the Warrant of Sequestration issued against the Defendant Effects and that the Defendant have not made any Appearance in Court to Answer the Complainants Bill. This Court do therefore think fitt to Order and Decree and do it accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sums of Eight Hundred and Seventy Four Pagodas Thirty One Fanams and Sixty Cash Pagodas 874. 31. 60 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

Ordered

Friday 26th January 1790

In the Honble the Mayor's Court at Madrasapatnam

Between the United Company of Merchants of England Trading to the East Indies by Major General Sir Archibald Campbell Knight of the Most Honble Order of the Bath Governor and President and Governor of Fort Saint George and its Dependencies and John Holland James Henry Casamajor and Robert Maxwell Esqrs Members of their Council at Fort Saint George aforesaid Complainants and Charles Hayes Esqr Senior Merchant in the Service of the said Complainants Defendants

The Affidavit of Henry Du Puy the Attorney for the Complainants in the above Cause

The said Henry Du Puy Maketh Oath and Saith That sundry Original Exhibits relating to the above Cause on behalf of the Complainants have come to his Possession since the Making up and Signatching

Dispatching the Commission issued for the Examination of Witnesses in
the above Cause directed to Messrs. William Oram, Richard Blanchard
Robert Malcolm, William Brown, and Finlay Fergusson or any Two
of them, which the Plaintiff was not able to procure before the same
being at Masulipatam.

Hy Dillon

Sworn in Court
this 19th Jany 1790

James Taylor
Regr

Filed this 5th June 1789

To the Honble the Mayor
Court of Madrasapatnam

Humbly Complaining Shewn unto this Honble Court
Your Orator George Ribeiro of Madras Inhabitant that Michel Bernard of
the same Place Inhabitant Stands Indebted unto Your Orator in the full and
just Sum of Six Hundred and Seventy Five Star Pagodas Current Money of Madras
Making in Sterling Money of Great Britain at the Rate of Eight Shillings
for every Pagoda the Sum of Two hundred and Seventy Six Pounds Ten Shillings as
will more fully and at large Appear by Copy of an Account hereto by Copy of a
Mortgage Bond or Obligation given and granted unto Your Orator by the said
Michael Bernard on the First day of October in the Year of Our Lord One Thousand
Seven Hundred and Eighty five Payable in Six Months from the Date thereof with the
Interest at the Rate of Twelve per Cent per Annum hereunto Annexed for the Inspection
of this Honble Court, to which Your Orator prays may be Deemed as part of
this his Bill of Complaint the Original whereof being in Your Orator's Possession and
Ready to be Produced when Required And Whereas Your Orator hath frequently
and in an Amicable Manner Requested Payment of the said Sum of Six Hundred
and Seventy Five Star Pagodas from the said Michel Bernard

But now so it is May it please this Honble Court the said Michel
Bernard Obstinately and Willfully Refuses to pay the same or give Your Orator
any Manner of Satisfaction touching the Premises Your Orator therefore Prays
a General Relief as such as to this Honble Court shall Appear Agreeable to Equity
and good Conscience To the End therefore that the said Michel Bernard may
upon his Corporal Oath fully Directly and Perfect Answer make to all and
Singular the Matters and things herein before set forth and Alledged as fully truly
and Effectually to all Intents and purposes as if the same were here again
Repeated and Particularly Interrogated and that he may be Decreed to Pay

and

unto Your Orat.ts the Aforesaid Sum of Six hundred and Seventy Five Star Pagodas with all Such Interest as moreon shall hereafter become due thereon and also all Costs of this Suit

Pray't Pro.s the Hon.ble Court to Cause the said Michel Bernard 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 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 Hon.ble Court shall Seem Meet

Wm Dil Pry
Att.y Complt.

4th June 1789
Plea. Bill was shewn to and Read between
this Day of Adjournment that a Summons
issued returnable Next Court Day

Wm Hall
Mayor

Dr. Michel Bernard in Acct with George Ribeiro Cr.

1785					1785				
October	1st	To the Amount of Your Mortgage Bond hereunto filed date	500	- -	October	1st	By Cash Received on Account of Interest for One Months	5	- -
					1786 December	8th	By Ditto for Six Months Ditto	30	- -
1789 March	31st	To Interest on the above Sum to this Day 3 Yrs. 6 Mos. & 12 Days Cent p Annum	210	- -			By Balance due	675	- -
		Star Pagodas	710	- -			Star Pagodas	710	- -

Madras 31st March 1789
Errors Excepted
for George Ribeiro

True Copy
Wm Dil Pry
Att.y Compt.

Know all Men by these Presents that I Michel Bernard of Madras Inhabitant am held and firmly bound unto Mr George Ribeiro also of the same place Inhabitant in the Penal Sum of One Thousand Star Pagodas Current Money of Madras to the Payment whereof well and truly to be Made to the said George Ribeiro his Heirs Executors and Administrators or Assigns I do hereby bind my self my Heirs Executors Administrators and Assigns firmly by these Present In Witness Whereof I have hereunto Set my Hand and Seal in Madras this First Day of October in the Year of Our Lord One Thousand Seven hundred and Eighty five

Whereas the above bound Michel Bernard hath Borrowed and Received of the above Named George Ribeiro the full aforesaid Sum of Five Hundred Star Pagodas to Run at Interest at the Rate of Twelve per Cent p Annum Payable in Six Months from the Day of the Date hereof for securing the Payment of the said Principal and Interest he the said Michel Bernard hath Mortgaged Assigned and made over and by these Present Do Mortgage Assign and make over unto the said George Ribeiro his Heirs Executors and Administrators the Chultry Bill of Sale of a Messuage Dwelling House and Ground Situated Lying and being at Karatta Town facing at Portuguese Street Together with all and Singular the Premises with the Appurtenances thereunto belonging and Appertaining and all the Right Title Interest Claim and Demand whatsoever of him and to the said Messuage Dwelling House Tenements to have and to Hold the said Messuage Dwelling House with the Appurtenances thereunto belonging unto the said George Ribeiro his Heirs Executors and Administrators from thence for the and for his their own proper use and behoof from henceforth Provided the said Michel Bernard having delivered over the Chultry Bill of Sale of the said House and Ground unto the said George Ribeiro

Now the Condition of this Obligation is such that if the above bound Michel Bernard his Heirs Executors Administrators or Assigns shall well and truly Pay or Cause to be Paid unto the said George Ribeiro his Heirs Executors and Administrators the said Principal Sum of Five hundred Star Pagodas together with such Interest as shall or may become due thereon at the Expiration of the Limitted Time before Set forth then and Expressed then this

The Obligation to be Void and of no Effect otherwise to Remain in full force and Virtue

Michel Bernard

Signed Sealed and Delivered
Whereon Stamp Paper is to
be had in the Province of
R. Wall
Simao Lopez

true Copy
Hy. Dr Pury
Actg Compt.

Filed 23 June 1789

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

Between George Ribeiro Complainant
and Michel Bernard Defendant

The Affidavit of the said Complainant

This Deponent Maketh Oath and Saith
that the above named Defendant Stands justly and truly Indebted unto him
this Deponent in the full and just Sum of Seven hundred and Seventy five Star
Pagodas Current Money of Madras, Being the Balance of an Account Current
Rendered the Thirty First Day of March One Thousand Seven hundred and Eighty
Nine Arising upon a Mortgage Bond given and granted unto this Deponent
on the First Day of October in the Year of Our Lord One Thousand Seven hundred
and Eighty Five Annexed unto this Deponents Bill of Complaint filed in this
Hon^ble Court to the Sessions Instant And this Deponent further Saith that the
Defendant is at present without the Jurisdictions of this Hon^ble Court Since the
Cause of Action Arose

George Ribeiro

Sworn in Court
this 23^d June 1789
James Taylor
Reg^r

Mayor's Court at
Madraspatnam

Tuesday the 19^th Day of January
Anno Domini 1790

Present

L.S.

Vincentio Corbett Esquire Mayor
James Call and Henry Chichely Michell
Aldermen

Mayor's Court

Between George Ribeiro of
Madras Inhabitant Complainant
and Michel Bernard of the same
Place Inhabitant Defendant

It Appearing by the Records of this Court that the
Space of Six Months of the time Limitted in his Majesty's Charter is Elapsed
since the Return of the Warrant of Sequestration issued against the Defendant
Effects and that the Defendant have not made any Appearance in Court
to Answer the Complainants Bill, This Court Doth therefore think fitt to
Order and Decree and Doth Accordingly Order and Decree that the Defen-
dant shall Pay unto the Complainant the full and just Sum of Six Hundred
and Seventy Five Pagodas Pagodas 675——Together with all Costs
Interest as now is or shall Become due after the same until full Payment
is made also all Costs of this Suit

By Cur^a

Filed 16th May 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewn Sheweth unto this Honble Court Your Orator George Binny Surgeon in the Service of the United Company of Merchants of England trading to the East Indies by his Attorney Charles Binny of Madras Esquire That Gondala Venkatasawmy of Ganjam Inhabitant stands indebted unto Your Orator in the full and just Sums of One Thousand Three hundred and forty three Star Pagodas Thirty eight Fanams and Thirty Six Cash Current Money of Madras Making in Sterling money of Great Britain at the rate of eight Shillings per every Pagoda the Sums of five hundred and thirty eleven Pounds Eleven Shillings and three Pence or thereabouts as will more fully and at large Appear by the Copies of the Translations of Two Bonds and the Endorsements thereon and of an Account Current hereunto Annexed for the Inspection of this Honble Court and Prayed by Your Orator to be taken as part of this his Bill of Complaint the Originals whereof are in the Possession of Your Orator's said Attorney and Ready to be produced to this Honble Court when required And Your Orator further Shews unto this Honble Court that he hath frequently and in a friendly manner Requested the Payment of the said Sums of One Thousand three hundred and forty three Pagodas Thirty eight Fanams and Thirty Six Cash

But now so it is and may it please this Honble Court the said Gondala Venkatasawmy 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 unto this Honble Court to which Equity and good Conscience To the End therefore that the said Gondala Venkatasawmy 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 he may be Decreed to Pay unto Your Orator the aforesaid Sums of One Thousand Three hundred and forty

forty three Pagodas Thirty eight Fanams and Thirty Six Cash with all Costs of Interest and Damages sustained by Detainment and all the Costs of this Suit

May it please this Honble Court to Cause the said Gondala Venkatasawmy to be Summoned and Required by the Sheriff of Fort St George Towns of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your 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 at Court May Madras 16th May 1789

J. Popham
Attorney for Complt

Wm Hobbs
Mayor

Translation of a Bond Dated 1st November 1784

I Gondala Venkatasawmy do give this Bond to Ranjaiah &c George Binny that for as

In Consequence of my Urgent Occasions I have mortgaged to You my own and Sons Called Vennatasawmy and borrowed and Received of You the Sum of 289 3/8. 11. 2. Two Thousand eight hundred and ninety three Rupees fourteen Annahs Eleven Fanams and three Cash which Sum I do hereby engage to repay You with all Costs Interest and Charges that may become due thereon at the rate of 25 p Ct p Annum and do hereby Mortgage to You Vencatasawmy and Sobbiah and Polavarapu Chelamma by this Bond Dedge drawn by Gondala Venkatasawmy Own hand Writing

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

Ranganaudoo
Interpreter

Translation of Bond Dated 12th March 1787

Know all Men by these Presents that We George Binny of Madras Esquire and Charles Binny of Madras aforesaid Esquire are held and firmly bound unto the Honourable United Company of Merchants of England trading to the East Indies in the Sum of Pagodas Two Hundred and Sixty six and one half lawful Money of Coromandel to be paid to the said United Company their Successors 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 and severally firmly by these Presents Sealed with our Seals and dated this 12th day of March in the Year of our Lord 1787

The Condition of the above written Obligation is such that if the above bounden George Binny his Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the Honourable United Company their Successors or Assigns the Sum of Pagodas One Hundred and Thirty three and one third lawful Money of Coromandel on the Twelfth day of March in the Year of our Lord 1788 and also the Sum of Pagodas One Hundred and Thirty three and one third lawful Money of Coromandel on the Twelfth day of March in the Year of our Lord 1789 and also the Sum of Pagodas One Hundred and Thirty three and one third lawful Money of Coromandel on the Twelfth day of March in the Year of our Lord 1790 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
Alexr Dalrymple
Mr Pentlow Superv.
Fort St George

Geo. Binny
Chas Binny

Attested Copy
A. Dalrymple
Secretary

Dr. Goondala Venkatasawmy in Account Current with George Binny Esq. Cr.

1784			ARl	a.	p.	f. P.	f.	c.	1785			ARl	a.	p.	f. P.	f.	c.
Novr.	1st	To the Amount of your Mortgage Bond of this date	289.	14.	11.				March	24th	By the Ballance and Account Current delivered by You under this date wherein You debit the said George Binny as by the Endorsement on the back of the Bond	266.	9.	1.			
1787 March	12th	To Another Bond of this date	607.	6.	8.												
			3501.	3.	7.				1789 May	15th	By Interest made from 24th March 1785 to this day being 4. 1. 22. @ 12 p.Cent p.Annum	132.	9.	11.			
1789 May	15th	To Interest on the above Sums from their respective Dates to this day at 12 p.Cent p.Annum										ARl.	399.	3.	-		
			Rl.	a.	p.	y.	m.	d.			360 ARl for 100 Star Pagodas				110.	38.	20.
Ons	2	9	12.	11.	4.	6.	15.	15	77.	3.	1.						
	6	7	6.	8.	2.	2.	4.		138.	12.	-						
			1733.	13.	1.						By Ballance				1343.	32.	36.
		ARl.	5237.	4.	2.												
360 ARl for 100 Star Pagodas						1454.	34.	36.									
Pagodas						1454.	34.	36.			Pagodas				1454.	34.	36.

Madras 15th May 1789

E. E. & Charles Binny Attorney
to George Binny

A true Copy
A. Dalrymple

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Filed May 18th 1789

In the Honble the Mayor's Court at Madraspatanam

Between George Binny Surgeon in the Service of the United Company of Merchants of England Trading to the East Indies by his Attorney Charles Binny of Madras Esquire Complainant and Goondala Venkatasawmy of Sanjavaram Inhabitant Defendant

The Above Named Charles Binny Makes Oath and Saith the Above Named Defendant Goondala Venkatasawmy stands indebted unto the above Named George Binny in the full and just Sum of One Thousand three Hundred and forty three Star Pagodas Thirty eight Fanams and Thirty six Cash as stated in the 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 Defendant hath been at Canjavaram which this Deponent understands to be without the Jurisdiction of this Honble Court since the Cause of Action Arose

Charles Binny

Sworn in Court
this 19th May 1789

James Taylor
Regr

S Popham
Attorney for Complainant

Mayor's Court
Madraspatanam

Tuesday the 19th Day of January
Anno Domini 1790

L.S.

Present

Vincentio Corbett Esquire Mayor
James Call and Henry Chichely Michell
Aldermen

Mayor's Court

Between George Binny Esquire in the Service of the United Company of Merchants of England Trading to the East Indies by his Attorney Charles Binny of Madras Esquire Complainant and Goondala Venkatasawmy of Sanjavaram Inhabitant Defendant

It Appearing by the Records of this Court that the Space of Six Months the time Limitted in his Majesty's Charter for Elapsed since the Return of the Warrant of Sequestration issued Against the Defendant Effects and that the Defendant have not made any Appearance in Court to Answer the Complainants Bill This Court do therefore think fit the Order and Decree and do it Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Thousand three Hundred and Forty three Pagodas Thirty Eight Fanams and Thirty Six Cash of Pagodas 1343. 38. 36. Together with all Such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

P Clun

Filed 19th January 1790

In the Honble the Mayor's Court at Madrasapatnam

The Humble Petition of Robert Williams One of the Attorneys of the said Court

Sheweth

That Your Petitioner having Urgent Business which Requires his Presence in the Country Most Humbly Prays this Honble Court will grant him three Months Leave of absence And Ashumbly begs for this indulgence, as he has at Present no Business before the Court

And as in Duty bound Your Petitioner will ever Pray.

January 16th 1790

R. Williams

Filed 15th April 1789

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Shew unto this Honble Court Your Orator David Young of Madras Merchant that James Barter of the same Place Merchant stands justly and truely indebted unto Your Orator in the full and just Sum of Ninety Six Star Pagodas and Twenty Three Fanams Current Money of Madras Making one Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda the Sum of Thirty Eight Pounds and Ten Shillings or thereabout as doth more particularly and at large Appear by the Copies and Account Current and Promissory Notes of hand hereunto Annexed for the inspection of this Honble Court which Your Orator prays may be Admitted as part

Part of this his Bill of Complaint The Originals when so required Your Orator Allowing Possession and Ready to be produced whenever this Honble Court shall Require and Your Orator further shewe unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment of the said Sum of Ninety Six Star Pagodas and Twenty Three Fanams from the said James Barter

But now so it is May it Please this Honble Court the said James Barter 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 Writ of Subpoena to this Honble Court shall Issue Annexable to Equity and good Conscience to the End therefore that the said James Barter may upon this Genral Writ of Subpoena Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were herein again Repeated and particularly Interrogated that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Ninety Six Star Pagodas and Twenty Three Fanams with Annuch Interest as aforesaid or shall Thereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said James Barter to be Summoned and Required by the Sheriff of Fort Saint George Fanams of Madrasapatnam 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

Fort Saint George April 1789

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

Wm Wells Mayor

G. Chalmers Atty for Complainant

Dr James Baker in Account Current with David Young Cr

1739 February	20th	To Amount of your Promissory Note of Even date herewith in favor of James Ogilvy whereunto is to be added	95.	-	-	1739 April 13th	By Balance due to me	96. 22. -
April	13th	To Interest on the above Sum from the 23d Feby 89 to this day being 1 Month and 18 Days at 12 p Cent p Annum	1.	22.	-			
			96.	22.	-			96. 22. -

Fort Saint George 13th April 1739

Errors Excepted

/Signed/ David Young

Alms Copy

C. Chalmer

Atty for Complt

Five Days after Date I promise to Pay to Cuss Jas Ogilvy or Order the Sum of Ninety five Star Pagodas Value Received

20th February 1739

/Signed/ Jas Baker

Pay the Contents to Mr David Young

/Signed/ James Ogilvy

Alms Copy

C. Chalmer

Atty for Complt

Filed 16th June 1739

The Plea and Answer of James Baker of Madras Merchant Defendant to the Bill of Complaint of David Young of Thevenapatam Inhabitant Complainant

The said Defendant by Protestation not Confessing or Acknowledging all or any of the Matters and Things in the said Bill of Complaint to be true in such Sort Manner and Form as the same are therein and thereby Set forth and Alledged for Plea thereunto Saith that it Appears by the Complainants own showing that the intent scope and end of his said Bill of Complaint is to recover the Sum of Ninety five Pagodas the Amount principal and Interest of a Promissory Note said to have been Granted by this Defendant to James Ogilvy and Endorsed in the Service of the Honble Company and by him endorsed over to the Complainant, but this Defendant saith he is Advised that the Complainant has no Right whatever to call this Defendant to Question in this Honble Court therefor and that the pretended Action is improperly brought and is unreasonable and this Defendant in Illustration thereof this Defendant Saith that some time ago the said James Ogilvy being indebted to this Defendant in the Sum of One hundred and fifty five Pagodas or thereabouts for and on Account of Sundry Dealings with this Defendant who having frequently Applied in a friendly manner for Payment thereof to the said James Ogilvy and receiving no manner of Satisfaction did at length Threaten him by absolutely necessitously apply to a Professional Gentleman a Circumstance that induced the said James Ogilvy to call at the House of this Defendant in Order to stop further proceedings and to that end the said James Ogilvy did offer this Defendant a Bill of Exchange on his Father in Europe as he only was in his Power to discharge the Debt due from him to this Defendant And this Defendant saith that conceiving he might be enabled to pass such Bill and the Terms of Payment to them with the Gentleman he had Concerns did accept the Offer of the said James Ogilvy for the Sum of One hundred Pounds Sterling offering him his Note of Hand for the Ballance due to him from that

Same

sum which he at first refused desiring he might be credited for it as this Defendants Broke and that he would take up the Amount and transfer Goods from the Shop of this Defendant in that when this said Bill drawn was as aforesaid he should be negociated by this Defendant he would receive the said Ballance in Cash however Between leaving every thing properly understood and regularly transacted and confiding in the Candour and Assurance of the said James Ogilby this Defendant did give him this Note of hand for the said Sum of Ninety five Pagodas as set forth in the Complainants said Bill of Complaint merely as a Memorandum to avoid Disputes in future Conceiving that he the said James Ogilby would indorse the same to any person or in any wise negociate it at least entitle this Defendant should have negociated the said Bill of Exchange a circumstance which although but committed to Writing was bona fide understood to be the terms of Agreement on which the said Note of hand was given and received and which was confirmed Subsequently as the said James Ogilby who did continue his dealings on Credit with this Defendant and had Actually Received goods from this Defendant to the Amount of Twenty five Pagodas over and above which he was Debited in this Defendants Books when this Defendant was informed that the said James Ogilby had made the said Note payable to the Complt and he thereupon this Defendant did and before the said Note of hand had been offered for payment make a tender to the said James Ogilby of the Ballance due thereon by this Defendant but which said tender the said James Ogilby did Refuse to accept And this Defendant says that such tender of Payment on the part of this Defendant this advice is full and sufficient matter for Plea and he doth therefore pleads the same in Bar to the present Action and this Defendant not waiving his said Plea as any part thereof but wholly relying thereon for further Plea saith that the said Note of Hand so Granted by this Defendant is made payable at five Days after the date thereof And this Defendant says that the said five Days had elapsed and ended Many months had elapsed after the said Note had become payable and yet Notwithstanding the said James Ogilby never did present the same for payment to

to this Defendant but did suffer a Day after the said Note had become payable to indorse the same over to this Defendant without giving him Notice thereof so that he might thereby have discharged the same this Defendant Both these for plea the same in Bar to the present Action And this Defendant not meaning or intending to Depart from his said joint Plea but wholly relying thereon for Answer to the Complainants said Bill of Complaint or unto so much thereof as he is Advised Material for him to Answer unto Answering unto the same he says that although he might have granted the Note of Hand a Copy of which is said to be Annexed to the Complainants said Bill of Complaint Yet he cannot Admit that he stands indebted to the Complainant in the Amount thereof or in any other Sum or Sums of Money whatever for this Defendant says that he has Been transacting with the Complainant in Barter and Money or otherwise except for a few loaves of Bread and that the present pretended Debt has had its rise in an intention to change and Distress this Defendant and for that Purpose he now the Subject of this Suit in this Honble Court and in Order more clearly to demonstrate the Truth of this Defendants averment this Defendant says that some time ago James Ogilby an Ensign in the Service of the Honble Company of Merchants of England trading to the East Indies being indebted to this Defendant in the Sum of One Hundred and fifty five Pagodas or there about on Account of Sundry Dealings with this Defendant and for payment whereof this Defendant did frequently and in a friendly manner Apply to the said James Ogilby who treating such Application with Contempt did refuse to comply therewith this Defendant did Apply to a Gentleman of the Law to attain by Coercive Measures what this could not obtain by amicable Means whereupon the said James Ogilby to Call on this Defendant to stop further Proceedings and to that End he did offer this Defendant a Bill of Exchange on his father in Europe as the only manner he then was able to discharge the Debt due from him to this Defendant And this Defendant says that Conceiving he might be Enabled to get a second Bill and thereupon payment to

to know with Whom he had Dealings and recommended did Accept the offer of the said James Ogilvy for the Sum of One hundred Pounds Sterling Money of Great Britain and all the same time offering him a Note of hand for the Ballance that might remain due from the said One hundred Pounds over and above the Amount of this Defendants said Demand but which offer the said James Ogilvy at first refused Assuring he might be credited for it this Defendants Books whereupon this Defendant told the said James Ogilvy that he would take up the Amount in Goods from the Shop of this Defendant or receive it in money when this Defendant should have paid the said Bills of Exchange however desirous of having every thing properly understood and regularly transacted and confiding in the candour and Ignorance of the said James Ogilvy this Defendant did give him this Note of hand for the said Sum of Ninety five Pagodas as set forth and referred to in the Complainants said Bill of Complaint merely as a Memorandum to avoid Disputes never conceiving that the said James Ogilvy would endeavour thereupon any Person or in any wise negociate it at least Instantly till this Defendant should have negociated the said Bills of Exchange which came to his knowledge although not committed to writing was basis of the understanding to the Terms of agreement on which the said Note of hand was given and received and the same was subsequently confirmed by the conduct of the said James Ogilvy who did continue his Dealings and Credit with this Defendant and had Actually received Goods from this Defendant to the Amount of Twenty five Pagodas or thereabouts and somewhat more when Debited in this Defendants Books when this Defendant was informed that the said James Ogilvy had Made this Defendants said Note of hand payable to the Complainant by an endorsement thereon whereupon and under Colour of this malicious Designs of the Complainant who from Private Pique had become very desirous of harassing and distressing this Defendant this Defendant before any payment was demanded did Make tender of Payment to the said James Ogilvy of the said Note by offering to pay him the Amount of the Ballance due thereon but which said Tender the said James Ogilvy did refuse to accept contrary to all Rules

Rules of Justice and to the Custom and Usage of Merchants Dealings and shortly afterwards this Defendant Received a Letter from Mr Henry Dudley One of the Attornies of this Honble Court on the part of the Complainant Demanding payment of the Amount of the said Note of hand in Answer to which this Defendant did state to the said Mr Henry Dudley the Matters as in duced him to Relinquish all further proceedings as this Defendant has reason to believe from the present Action being carried on by another Officer of this Honble Court This Defendant further that had he Requested the said James Ogilvy to give him a Bill of Exchange upon Europe to Answer certain or any purpose the Matter would Must have been of the Complexion it now Wears and as Note of hand given by this Defendant for the whole or any Part thereof would have been properly Assignable to any indifferent Person however were this any payment being Offered to the said James Ogilvy he would have been bound in equity and in Justice to have accepted thereof and by refusing the same given a third person the power of pursuing a Private Resentment by instituting a Vexatious Suit but this Defendant is ready that the said Bills of Exchange from the said James Ogilvy as a kind of Collateral Security for Payment of a Debt due to him and therefore the Note of hand granted by this Defendt for the Ballance between such Security and the Debt which if received could be Taken and Used in no other manner than as it was meant a Memorandum Demand would do into the Shape of a Note of hand for the sake of Secrecy this Defendant is ready and thereby Offers the Complainant the same equity as to his Desirous of receiving himself that in case the Complainant will pay the Amount of the said Bills of Exchange he will pay the Amount of this this Defendants said Note of hand which Bills Indorsed thereon as hereinbefore shewn or if the Complainant will pay the amount of the Debt of the said James Ogilvy for which the said Bills of Exchange were given he will Return the said Bills of to the Complainant and receive back his said Note of hand and this Defendant Says and humbly insists that if the Complainant refuses such Reasonable and Reasonable Offers of this Defendant it is evident and must be taken by this Honble Court to be the intentions of the Complainant in Commencing the present

Present Actions to injure and vex this Defendant by a litigious Lawsuit so and so
Gratify malevolence Pique and Resentment contrary to the principles of Equity and
Justice and in Opposition to good Conscience

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

Sworn in Court
this 16th day of June 1739
Wm Webb
Mayr

Jas. Baxter
J. Stuart Hall
Atty for Defendant

Filed this 18th Augt 1739

The Replication of David Young of Madras Inhabitant Complainant to the Plea and Answer of James Baxter of the same Place Merchant Defendant

This Replicant now and at all times saving and reserving
to himself all and all manner and Benefit and Advantage of Exception to the
Many errors Uncertainties Insufficiences and Imperfections in the said
Plea and Answer Contained for Replication thereunto saith that his Bill of
Complaint is and is true Certain and Sufficient in the Law to be Answered unto in every
and each Manner and form as the same are therein and thereby set forth and Alledged
and that the said Plea and Answer of the said Defendant is very insufficient
in the Law to be by this Replicant Replied unto for Divers Manifest Imperfec-
tions and Uncertainties therein Contained the Benefit of Exception whereunto
being now and at all times saved to this Replicant He for further Replication
to the said Plea and Answer Saith that He does still Maintain and Support
that the said Defendant Stands justly and truly indebted unto him in the full and

and just Sum of Ninety Six Star Pagodas and Twenty Three Fanams Current money
of Madras as the same is stated and set forth by this Replicant in his Bill of
Complaint and the Account Current thereunto Annexed Notwithstanding what
the said Defendant hath Alledged in his said Plea and Answer to the Contrary
And for further Replication this Replicant saith that the Conduct of the said
Defendant in Requesting a Note of Hand legally endorsed over and Passed to this
Replicant and for which He gave an equal Consideration even as a Gentleman of
Spirit in the said Defendant which Calls Aloud for the interposition of the
Legislature to Correct This Replicant says that the Pleas of the said Defendant are
Totally insufficient and the Reasons upon which they are grounded false as they
are Futile and to Prove and Shew the same This Replicant Says that James
Ogilvie and Ensign in the Honble Companys Service being indebted unto the
said Defendant in the Sum of One Hundred and Fifty Pagodas for Sundry goods
Purchased of him and Desirous to Remit the money of the same did Remit unto the
said Defendant a Set of Bills of Exchange upon his Father in England And the
said James Ogilvie being in want of Cash for other Occasions Re Agreed with the
said Defendant to Draw for One Hundred Pounds or Two Hundred and Fifty Pags
the Reference between which and this said Debt was to be made up by the Defendt
But not having the Cash in Readiness at the time He gave his promissory Note
Payable in five Days This Replicant Says that the Father of the said James Ogilvie
being a Man of Family and a Considerable Fortune that such Bills were esteemed
and Certain and equal to any that could have been procured from a Mercantile
house And this Replicant says that the said James Baxter must have known
it so otherwise He would not have taken bills for One Hundred Pounds But
would have Confined himself to the Amount of the Debt Due to him by the said
James Ogilvie This Replicant Says that all transactions of this kind being agreed
and Legal Negociations That the Note of Hand became the property of the said
James Ogilvie and it was Lawful for him to transfer it to this Replicant And
This Replicant Says that the said James Ogilvie Standing indebted to him for
Certain Sums of Money which He had Advanced to him And having no other
Means to Discharge the same He made and Offered the said Note of Hand which
this

This Replicant at once Agreed to Accept Accordingly It was endorsed and
Passed over to him And this happened Three or four days before It became
due And not after that time as the said Defendant has Asserted This
Replicant says that He knows Occasion for the Surprise which the said
Defendant so particularly enquires about the said Note of hand being
endorsed over to a Third person for it was a thing of Course and Right to be
expected and can this Replicant shew any injury which the said Defendant
could have Suffered therefrom He could only be Called upon to pay the
Note of hand Once and Surely it was Very immaterial to it whom he paid
It Nor does it Appear to this Replicant that any Assurance could have
Escaped the said James Ogilvie Requesting him and demanding the payment
of the said promissory Note Until Months time as the Defendant had Negotia-
ted the Bill of Exchange upon his Father The fact was that He required the
Money at the time And it was a Matter of Uncertainty to whom the said Defend.t
Would Negociate the said Bills of exchange If the said James Ogilvie had
Not required the Balance immediately to Answer other purposes He would
have Simply given the Defendant a Bill for the Amount of his debt and
Not for One Hundred Pounds as He did This Replicant Says that the
Petitioner of the said Defendant And his false Constructions thereupon
Though so Obviously Calculated for the Purpose of Vexatious Delay Yet they
are Contradicted Even the face of the proceedings particularly by the Note of
hand which Specifically shows that the Money was to be paid In five days
If the parties at the time were so Accommodating to each other who did not the
Defendant procure from the said James Ogilvie a greater latitude of time
But the fact is that He Conceived five Days a sufficient indulgence as the
Balance Ought to have been paid at the time and Cash This Replicant says
that he has every reason to Suppose from the Responsibility of the said James
Ogilvie Father that Several People in the Settlement would have been
Ready and willing to have given him Money for his Bills and had he being
the Case He surely would Have Done Justice to himself To have Negociated
them

them with the Defendant Upon terms so Iniquitous to his Circumstances as are
falsely and unwarrantably to be shown by the said Defendant This Replicant Says that
the Note of hand having been passed for a regular Consideration is an Instru-
ment upon which a legal Interpretation must be put And although the
Defendant in his said Plea and Answer wishes to Make it Appear as a
Mere Memorandum to Avoid Disputes Moulded into the Shape of a Note
of hand Yet He cannot detract from its Validity This Replicant Says that
the Pretended agreement which the said Defendant has Alledged in this
first Plea And which he Says though not Committed to Writing was
bona fide Understood to be the terms when Negotiating Acceptance and Payment
of any Note the Meaning of which Cannot be Ascertained from Parol
to Common Sense And the Tribunal which is to decide upon this matter
This Replicant Says that the Intentions of Men are only to be judged of by
their Actions which are not to be Ascertained And proved by subtle
Reasoning or Sophisticated Agreement Such Language may Amuse But
when Opposed to Stubborn facts can have no weight It never can at Some Conviction
And as it is Calculated for the purpose of Imposing on Justice and Misleading
the Judgment of this Honble Court Ought to be Guarded Particularly Against

This Replicant Says that the said Defendant Seems to be very ready
in drawing Conclusions to Answer his own Purposes For He Continues to say that
this last Agreement was Subsequently Confirmed by the said James Ogilvie
Continuing his Dealings with the Defendant on Credit This Replicant says
that It is the general Custom to take Goods upon Credit and Sell or any pay
their Shop Bills at the time of Purchase But this Replicant can take upon
him to say as He will shew after fully Proved that all Goods purchased from
the Defendant by the said James Ogilvie Subsequent to the Note of hand were
Paid for either by himself or by a Friend of his of the Name of Loyd And to
Shew and prove to the Court that such was the Case and also that the Instal-
ments of the said Defendant were none Way Different respecting the said Promis-
sory Note which He then Conceived himself bound to discharge This Replicant
has

Has Annexed to this his Replication a Certain Letter from the said Defendant to the said Mr. Loyd Relative to the aforesaid Promissory Note And the Things Pleaded by the said James Ogelvie from the Defendant Subsequent to it The Original of Which Lies this Replicant Possession and Ready to be Produced when this Honble Court shall Requiere it This Replicant Says that the said Letter being Dated the Twenty Seventh of April in the Year One Thousand Seven Hundred and Eighty Nine was a Period Subsequent to the Commencement of this Action and between that and the time the Defendants Plea and Answer was filed a Circumstance which Must Strongly expose the Litigious Spirit of the Defendant And discloses the wicked though Iniquitous Grounds upon which He has Defended this Suit

This Replicant for further Replication saith that James Ogelvie being legally intitled to endorse over and Pass away a Promissory Note and having Reasons before the same became due that a Tender of Payment by the said Defendant Jr. was insufficient Reason to bar the present Action This Replicant in Reply to the Second Matter for Plea set up by the said Defendant Says that the said James Ogelvie having endorsed and Passed away the said Promissory Note for an equal Consideration given to him by this Replicant that He did not Remain with the said James Ogelvie to procure Payment But this Replicant says that soon or about the time that it became due Robinson Sent it to the said Defendant who Refused to Discharge the Amount a Circumstance which at once does away the Second Matter of Plea of the said Defendant This Replicant says that Amica Memoranda Availing him Nothing He Acknowledges that He did Apply to a Professional Man for Assistance And He did admit that Mr. Henry Dibury was the Person to whom He did make such Application But this Replicant Says that although this Suit Renew Carry down by another Officer of this Honble Court as Set forth by the Defendant in his said Plea and Answer Yet Relatively Denies that the said Mr. Henry Dibury did Relinquish His Business from any such intimations as the said Defendant would Accribe to him On the Contrary the said Mr. Henry Dibury was fully Convinced of the Rectitude of this Cause and of this having a just and legal Ground for Action And a Multiplicity of important and business Engrossing upon him He Answered that He should not have time to give it that Attention it Required And therefore

Therefore Recommended him for this Cause to Hold it in Readiness to the Call of his Present Attorney This Replicant Says that the Insinuations of the said Defendant respecting His Never having had any Dealings with this Replicant except for a few Loaves of Bread is a Remark Almost unworthy of Notice This Replicant therefore will only Observe that for many Months the said Defendant Showed an equal Unwillingness to pay for that Bread which He at a Moments Notice Discharged his Note of hand This Replicant Says that Assertion which the said Defendant has made use of that this Action had its rise in Vindictive Malice Is equally false as His Memorialist for this Replicant Solemnly Avers That no such Sentiment ever pervaded this Breast and He flatters himself That no such Sentiment ever Actuated his Conduct in Life has been such as at once to Refute the Charge This Replicant Says that were Trust on Account of the Received He has introduced a Trifling Matter which He is fully Sensible is inconsistent with the Practice of this Court He could have only Recriminated the Charge and with the Same Views of Expose the said Defendant and Thereby gain a Little Relief as Attempted to Represent this Replicant Jr.

This Replicant for further Replication saith that the said Defendant has taken an Unjust Advantage by availing himself of the said James Ogelvie Absence to introduce false and Collatory Pleas in Bar to this Suit and to the Equal Subversion of Justice And this Replicant humbly Presumes to State to this Honble Court that were such Pleas Admitted It would Effectually Destroy the Intention and Spirit of those Instruments which the Legislature has framed for the General Security of Property every well Minded and Disinterested Man who was Unwilling to discharge his Lawful Debts Appearing upon Special Access would Allege Ignorant Denying any Notes of hand any Bonds or whatever Might be Set at the Time of Passing such Notes of hand or Bonds It was Agreed upon that an Acquiescence With the Tenor of it Should Ensue Bona fide Understood To be the Case This Replicant Says

Says that the Absurdity of this is too Apparent to make any further Comment. Necessary. He therefore trusts that this Honble Court will Consider the said Defendant as having been Actuated by the Spirit of Litigiousness so to Defend this Suit Contrary to all Laws and Justice.

All which Matters and things the Replicant is Ready to Aver Maintain and Prove as this Honble Court shall Direct and Humbly prays as in and by his said Bill of Complaint he has Already Prayed.

G. Chalmer
Solr for Rplt.

A

Dear Doctor

I send You enclosed Your Account with me also Mr Ogleby's Accepted by You. The Amount of both together is Pags. 34. 43. 2d which if You Could Collect for me with Mr Young and Account of my Note to him You would Very Much Oblige me as he has in this Usual way Applied to an Attorney and I wish to have done with him if I can. Let me know if You can do this and I will send him the Balance of my Note. Whatever I owe You I will pay You at the beginning of the Month if You will send the Bill.

27th April 1789

Yrs Very Truly
Jas Barrd

A true Copy
G. Chalmer
Solr for Rplt

Filed 6th Octr 1789

The Amended Rejoinder of James Baxter of Madras Merchant Defendant to the Replication of David Young of the same Place Merchant Complainant

This Defendant Now and at all times hereafter saving and Reserving unto himself all and all manner of benefit and Advantage of Exception That I may hereafter be Admitted to take Issue upon any Errors uncertainties and Insufficiencies and Imperfections in the Complainants Said Replication and contained for Rejoinder thereunto or unto so much thereof as he this Defendant is Advised is material or necessary for him to Rejoin unto he this Defendant for further Rejoinder saith that he doth Maintain and Aver that the Replicant had no right whatever to call him and Question before this Honble Court for or on Account of any Monies said to be due from this Defendant to Messrs James Ogilby or for or on Account of any Security by them or any of them and that the Replicant his said Action is Irregular and Improper and Brought against Principles that are neither Sanctioned by Law nor by Equity and therefore this Defendant Humbly insists how far and in as just and Legal Manner he can to the Replicants said Bill of Complaint as in and by his said Plea and Answer he has pleaded and as he now pleads And this Defendant says that he is not indebted to the Replicant in the Sum of Ninety six Pagodas and twenty three Fanams as in the said Bill of Complaint and the Account Current therein to Amount or in any other Sum or Sums of Money whatever and that Notwithstanding the Assertions in the Replicants said Replication contained he this Defendant has answered all his Litigious Suit the Costs and Charges in the Defendant thereby to Prove that his opposition to the Charges in the Complainants said Bill of Complaint has arisen from no other motive than that which governs every person who sees an unjust Attack made upon his Property by a Man who is actuated by Private Pique and Resentment and that therefore this is a call upon the Legislature

Legislature to instance whereof the Appellee stands indebted to the Replicant and that the Defendant This Defendant Admits that the said James Ogilby being indebted to him in the Sum of One hundred and fifty Pagodas for and on Account of Sundry Dealings he did offer a sett of Bills upon this Father by way of liquidating the same, but that he did not make sume his offer until he was obliged thereto by the measures pursued by this Defendant towards this Defendant Admits as the Replicant would insinuate that the said Bills were ready Money, but on the contrary this Defendant always imagined that Independent of the Cirqumstance he might Receive in Dealing the amount thereof he would certainly lose something in negociating them and that in Fact having no Alternative he took the best Security he could procure, and although the said James Ogilby's Father might be a Man of Fortune which however this Defendant declares he is totally ignorant of Yet he might not be disposed to accept a sett of Bills drawn upon him by his Son This Defendant Admits that the said Bills were drawn for One hundred Pounds or Two hundred and fifty Pagodas and that the Difference between that Sum and the Sum due to this Defendant was as the Replicant Properly observes to have been made up by this Defendant but that it was never understood that the Difference should be paid in Cash nor do the Bonds made payable every such Dealings will they bear such an Interpretation and although he did give a Promissory Note of hand payable in five Days Yet such Note was so given merely as a memorandum pending Order to prevent Mistakes for this Defendant says that sometime after the Granting them of the said James Ogilby did continue his Dealings with him and taking up Sundry goods to the Amount of Twenty five Pagodas or there abouts from this Defendant who credited him of them for and conceived that in a very short time the said Ballance of Account between him and the said James Ogilby would be finally settled as the Replicant supposed Made up by this Defendant when he was informed to his great Surprize that the said James Ogilby had made the said Note of Hand payable to the Replicant without

Without even Remanding Payment thereof or giving the least intimation of such his Intention to this Defendant as in Justice he ought to have done for this Defendant would then have paid whatever might have remained due thereon and as the said James Ogilby did of that time stand indebted to this Defendant in the said Sum of Twenty five Pagodas or there about it is reasonable to suppose that had not the said James Ogilby been prevailed on by the Replicant to endorse the said Note of hand to him to Answer ungenerous and unnatural purposes he would have tendered the same to this Defendant And this Defendant for further Rejoinder saith that notwithstanding the said James Ogilby was about to endorse the said Note to the Replicant who this Defendant says from a long Intimacy and Acquaintance had Notice of and Opportunity to do him every possible Office, this Defendant did not think proper to give the said James Ogilby of the Ballance due on the said Note but which this Defendant conceived to be against Equity and Conscience and contrary to the Custom and Usage of Merchants in like Cases and which this Defendant says ought to forever to Preclude the Replicant from any benefit or Advantage he might have hoped to derive from possessing the said Note in any proper by with held from this Defendant And this Defendant says that such Note was made over by the said James Ogilby to the Replicant many days after and not above four days before it had become due as the Replicant Agents and he who then making such Insinuation did wilfully forget that the said Note was payable in a few Days from the Date This Defendant for further his Rejoinder says he has never denied nor does he deny the Execution of the said Note nor that he was Accountable for the Amount thereof all however contended for and which he now contends for was that such Amount was to have gone in Account and have been taken out in Goods from this Cliqué of this Defendant and that the said James Ogilby had no right whatever to Endorse the said Note in favor of this Replicant who urges unwarrantable and fruitless argument in support of his pretensions which he says tis all Matter of no consequence to whom this Defendant says the Amount of the said Note for this Defendant says were such Doctrines to grow into Practice it would be attended with the most fatal

fatal Consequences and therefore the Legislature have wisely drawn the Line of any Limitations But this Defendant says if this Replicant connives that he Receiving any goods and Effects Really of adequate Intrinsick Value Accommodating as he has Pretended to be he might have Accepted them when offered to him for that Purpose or he may now Accept them for they are still and the Possession of this Defendant who hereby makes a tender thereof to the Replicant; and with Respect to the Limitation mentioned in the said Note of Hand of five Days This Defendant says such Period was Casually given and merely for the sake of form and Positively Denies as in his said Plea and Answer he has already denied it was ever understood that the Amount thereof should be paid in Cash This Defendant for further Rejoinder says he did not mean to insult Common sense when in the following Part Plaint matter of fact he set forth in his said Plea and Answer and as further herein before Asserted that the said Note of Hand was given merely as a Memorandum to avoid Disputes This Defendant Cannot follow the Replicant through a course of Moral Argument or metaphysical Reasonings he can only say that the Instructions of the Replicant are evidently Inimical and Destructive to this Defendt and that his Actions are Litigious and Vexatious This Defendant Readily Admits that goods and Effects taken from Shops upon Credit and he has experienced the unhappy consequences Attendant thereon Relative Admits that he did settle with Mr. Loyd for such goods as were taken from him by the said James Ogilvy Subsequent to the granting of the Note of Hand, but that has nothing to do with the present Action for that transaction took place with the said James Ogilvy had Injured & Ruined the Defendt at the time and that it was the intent and meaning of this Defendant when he gave the said Note of Hand and of the said James Ogilvy when he received it that the Amount thereof should be taken in goods from the Shop of this Defendant at any rate that no Money should be demanded thereon by the said James Ogilvy and as Equity is founded on Reasonable but Equitable that the said Note granted by this Defendant for the Ballance due to the said James Ogilvy on Account of part of a Bill granted by him to this Defendant should remain unsatisfied and that all the said Bills should have been

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Been negociated, for it would be inconsistent with Reason and consequently Contrary to Equity that a Collateral Security should be Suppported in a better Situation than the Original Debt under this persuasion agreable to the true intent and meaning of this Defendant and the said James Ogilvy when the said Note of Hand was given and in Order to avoid a controversy with the Replicant this Defendant might have written to the said Mr. Loyd the Letter a Copy of which is Annexed to the Replicants said Replication and this Defendant humbly conceives that such Conduct instead of being detrimental to his present Defence will be most beneficial thereto for it will shew that this did all that was in his Power to do and more than the Replicant had a right to demand in Order to prevent the present Action but that the Circumstance must be taken in Answer to the present Allegation which the Replicant Would have it seem and Most strongly argue with Litigious Spirit and that Black and Unrighteous Ground on which he has commenced and still Continues to prosecute the said Action and this Most Pointedly and forcibly Appears from the Replicants own shewing which in his said Replication he expressly says that this was a Mere matter of exchange between them and that One Note was given for another in his own Words that the said James Ogilvy passed away the said Note to him for an equal Consideration given to him by the Replicant a Matter which is instead of proving away the second matter of Plea of this Defendt as the Replicant would Insinuate is in fact its best and ablest Support This Defendant Denies all Amicable Overtures and the part of the Replicant whose Body has been and is to injure this Defendant by every practicable Means and this Defendant says that notwithstanding the Assertions of the Replicant to the Contrary he is fully Persuaded and has good Reason to believe that Mr. Henry Digging did relinquish every interference in the present Action from the Motives Stated by this Defendant in his said Answer and that he never was convinced of the Rectitude of his the Replicants Cause or that he had a just and Legal Ground of Action This Defendant Cannot choose to take Retrospect for his guidance the Matter in Question Neither does he Review any good Advantage the Replicant can

Can be objected to Arises from the General Nature of this the Replicants Conduct and Letter
When however it shall be substituted the Charge this Defendant has brought
Against them His Conduct might have been good or it might have been otherwise
but in the present Instance it is litigious and unconscionable and as such will
become a Suit to in a Court of Equity

This Defendant for further Rejoinder denies to have taken any undue fair
or any Advantage of the absence of the said James Ogilby and the absurdity and
impropriety of the Replicant in Asserting that this Defendant has deceived
Must appear when it is considered that the present Suit was commenced
previous to the Departure of the said James Ogilby for Bengal and when it is
known that this Defendant was not under his influence and regarded his
Letters or his Powers and of Course the conclusions drawn from the premises by
the Replicant are as absurd as they are subsequent commencement Equally absurd are the
reasonings made use of by the Replicant in the Subject of Peace to these Instruments
which Surveys the Legislature has framed for the general Security of property for
this Defendant says that although a Man may fully execute the Executions of a Note
of hand or Bond yet he may have examples & foundations for shewing a release by Course
or in the Language of the Replicant offering many Reasons why the same should
not be binding on him in the manner and form in such Instrument
contained This Defendant trusting to the Wisdom Justice and Equity of this
Honble Court humbly hopes it will consider the Conduct of the Replicant in
Attempting to be distress and injure this Defendant by procuring a Paper
Woman to harrass him by a litigious prosecution when he knew such
Paper was given by this Defendant merely as a memorandum and was to have
been explained by such Woman as to pay in this power without difficulty or
embarrassment he writ by good & sufficient Sloop and lastly for Resisting to accept
the Above legible and fair Offer made by this Defendant who in order and anxious to
avoid a Suit at Law was willing to make a sacrifice of many Considerations

All which Matters and things this Defendant is ready and Willing to aver
Maintain and Prove as this Honble Court shall direct and therefore
humbly

Humbly prays as in and by his said Answer he hath already prayed

Stuart Hall
Att[y] for Defendant

Filed 13th Oct[r] 1789

The Surrejoinder

of David Young of Madras Inhabitant Complainant to the Amended Rejoinder of James Barton of the same Place Inhabitant Defendant

The said Complainant Now and at all times saving and reserving to himself all and all manner of benefit and Advantage of Exception to the many errors Uncertainties and insufficiencies in the Defendants said Rejoinder Contained for Surrejoinder thereunto Saith that the Replication and every Part thereof is true Certain and sufficient in the Law to be Rejoined unto in the same Manner as they are therein set forth And that the said Rejoinder is in many respects Insufficient in the Law And for Surrejoinder thereunto this Complainant Saith that the said Defendant in defending the Suit upon the Principles which he has done has evinced a litigiousness of Spirit Almost unparalled And has in reasoning thereon involved himself in a Maze of inconsistency and Forgetfulness which must expose his Conduct And Cruelty Militate against the Arguments he has Adduced And shall illustrate and Prove that this Complainant says that some time about the Twentieth Day of July which he was in the Interim did take Space between the filing of the Defendants Plea and Answer And this Complainant to Replication the said Defendant Conscious that He Justly and Truly owed the Sum as Charged in the Bill of Complainant endeavoured to settle it And for that Purpose he sent to his Attorney Mr Stuart Hall an Order upon Mr Cotton & Barnet for the sum of Ninety five Pagodas [95] desiring Him to transmit the same to this Complainant in Payment of this Debt a Copy of which Letter and

Order

Can be objected to as to any of the General Matters of fact in the Replicants Conduct in the
Whole Course of the Suit as he has attributed the Charge this Defendant has brought
Against them His Conduct might have been good or it might have been otherwise
but in the present Instance it is litigious and unconscionable and as such will
become a Suit to in a Court of Equity

This Defendant for further Rejoinder denies to have taken any Unfair
or any Advantage of the absence of the said James Ogilvy and the absurdity and
impropriety of the Replicants first Asserting that this Defendant has done
Must appear when it is considered that the present Suit was commenced
previous to the Departure of the said James Ogilvy for Bengal and when it is
Known that this Defendant was not under his influence but regarded his
Smiles or his Frowns and of Course the conclusions drawn from the premises by
the Replicant are as absurd as they are to subvert common sense Equally absurd are the
Reasonings made use of by the Replicant and the Subject of Fear to them Instruments
Which Humanity the Legislature has framed for the general Security of property for
This Defendant says that although in all Manner fully confesses the Execution of a Note
of hand or Bond Which may have ample foundation for shewing a Gratuity Consid
ers the Language of the Replicant offering many Reasons why the same should
not be binding on him in the manner and form in such Instruments
contained This Defendant trusting to the Wisdom Justice and Equity of this
Honble Court humbly hopes it will consider the Conduct of the Replicant in
Attempting to distress and injure this Defendant by procuring a Paper
When and Where signed by a litigious prosecutor he knows not how such
Paper was given by this Defendant merely as a memorandum and was to have
been completed by such time as they in their power without difficulty or
embarrassment Be sent by good Security Shops and lastly for Refusing to accept
the Bond eligible and fair Offer made by this Defendant whenever and as soon to
avoid a Suit at Law was willing to make a Sacrifice of many Considerations

All which Matters and things this Defendant is ready and Willing to aver
Maintain and Prove as this Honble Court shall direct and therefore

humbly

Humbly Prays as in and by his said Answer he hath already Prayed

Stuart Hall
Atty for Defendant

Filed 13th Octr 1789

The Surrejoinder of David Young of
Madras Inhabitant Complainant to the
Amended Rejoinder of James Baxter of the
same Place Inhabitant Defendant

The said Complainant Now and at all times saving
and Reserving to himself all and all manner of benefit and Advantage of Exception
to the many gross Uncertainties and insufficiencies in the Defendants said Rejoinder
Contained for Surrejoinder thereunto Saith that His Replication and every Part
thereof is true Certain and sufficient in the Law to be Rejoined unto in the same
Manner as they are therein set forth And that the said Rejoinder is in many
Instances and insufficient in the Law And for Surrejoinder thereunto this Com
plainant Saith that the said Defendant in Defending the Suit against the
Principles which he has done Has evinced a litigiousness of Spirit Almost
unparalled And has in Reasoning therein involved himself in damages of
inconsistency and forgetfulness, which cannot expose his Conduct And
Greatly Militate against the Arguments He has Adduced And doth Illustrate
and Prove that this Complainant says that as to a Bond Dated the Twentieth
Day of July which was in the Interim a Space between the filing of the
Defendants Plea and Answer And this Complainants Replication to the
said Defendant Conceives that He Justly and Truly owed the Sum as Charged
in the Bill of Complaint and as owned to Settle it And for that Purpose He
Sent to his Attorney Mr Stuart Hall an Order Dated Mr Cotterell Barnet for
the Sum of Ninety five Pagodas 95 / desiring Him to transmit the same
to this Complainant in Payment of this Debt a Copy of which Letter and

Order

Order & Summons to Answer for the Inspection of this Honble Court And to which this Complainant prays a Reference May be made this Complainant further Says that the said Defendants Attorney Acting in Conformity thereto Sent the said Letter and Order to this Complainant Through the Means of His Attorney Mr George Chalmers But this Complainant Receiving no Monies Made or Costs Award Apprehensive of some Artifice being Used and Conceived that Should He accept the Order He might Be Obliged to Pay the Costs of Suit Hostilmsford Returned the said Letter and Order to his Attorney with Directions to Inform the said Defendant or his Attorney that He could not Accept of the Order Unless He Agreed to Pay all Costs of Suit And this Complainant Says that He waited Nearly three years of Our Mentioned respecting other overtures to be Made But Nothing further being tendered He did on the Eighteenth Day of August 1788 File His Replication to the said Defendants plea and Answer this Defendant for further Answer unto the said that He Refers to the said Pleadings which the said Defendant makes this His Rejoinder of the Bills Drawn by the said James Ogilvie and Satisfactions of this Complainant He Craves Leave to Shew under his own hand Writing It appears that Many of the Notes in the Possession that He has Payed them away and Received Value for them But the Defendant has Divested himself of all Candour and has only Subtilely and Cunningly to Oppose Encumbrances and Just Claims Therein Set Forth Matters and Things Ought to be Set Aside and Not the Measure of this Complainant Bill Therein is Exposed That the Cause of Action is Legal Regular and Just And that therefore the said Defendant has improperly Pleaded Unable to the same And this Complainant Says that the said Notes of Hand being and Continuing Legally Assigned and the said James Ogilvie being Indebted to him for the Amount and Account of Sundry Sums of Money Advanced by this Complainant He was Impowered by Law and by Equity to endorse the same in Satisfaction of his Debt

All which Matters and Things this Defendant Is Ready and

and willing to Aver Maintain and Prove as this Honble Court shall Direct and therefore Humbly Prays as Law and by His Bill of Complaint and Replication He has already Prayed

G. Chalmers
Solr for Compt

Stewart Hall Esqr

Dear Sir

Mr Bennet has Bond & Bill at Tuesdays Sight for £95 Pagt Upon Mr Cottrell & Bennett which You will be Good as Give Mr Younger in Payment of my Note to Mr Ogilvy I will Thank You to send me Mr Ogilvy's Bill upon Sir Ogilvy as I have Paid it for Europe Goods I have now fulfilled my Agreement with Mr Ogilvy on Account of the Europe Bills it Being that when I Passed them I was to pay him having them Just down I Consented in Paying him I have Advised Mr Bennet of my Drawing upon him and he is Ready to Accept my Bill

Sir
Your Most Obedient Servant
signed Jas. Barker

Dear Sir

Madras July 20th 1789

Tuesdays at Sight the Pleasure to pay to Mr David Younger Order the Sum of Ninety five Star Pagodas & Receive from Mr Adair from

Sir
Your Obedient Servt
signed Jas. Barker

To Mr Cottrell & Bennett

true Copy G. Chalmers
Solr for Compt

Fedo 15th Novr 1739

In the Honble the Mayor's Court at Madraspatnam

Between David Young of Madras Merchant Complainant and James Barber also of the same place Merchant Defendant

Exceptions on the part of the Defendant to the Surrejoinder of the Complainant

First This Defendant Excepts to the Surrejoinder filed by the above Named Complainant Because it is Alledged therein improper and contrary to Practice for a Surrejoinder arises out of new matter contained in the Rejoinder whereas the Complainant's Surrejoinder Departing Entirely from the matter contained in this Excepts Rejoinder brings forth New Matter Intirely growing out of a Exhibit Humbly Annexed that is not to be found Mentioned in any wise Alluded to in or by any One Paper Exhibited in the Suit Which Conduct of the Complainant is very Dangerous and Unbecoming towards this Excepts who therupon and for the Reasons above Set forth Humbly Prays this said Surrejoinder and Exhibit thereunto Annexed may be Expunged and Dismissed

J. Stuart Hall
Atty for Excepts

Fedo 24th Novr 1739

In the Honble the Mayor's Court at Madraspatnam

Between David Young of Madras Merchant Complainant and James Barber also of the same place Merchant Defendant

Answer to the Exceptions made by the Defendant to the Complainants Surrejoinder

This Complainant by way of Answer to the said Defendants Exceptions Answereth and Saith that a Surrejoinder to defend the Plaintiffs Answer to Defendants Rejoinder But this Complainant Cannot Admit that it is Confined Merely as an Answer to New Matter arising Out of the Rejoinder as the Defendant Stiles it to be but is said Exceptions for this Complainant Maintains that New Matter Cannot Supposed to be Alledged in a Surrejoinder But that it is equally and Indeed Usually introduced in Matters of a Suit But that it is equally intended as this Calculated to detect any Falacious Incomsistency in the Part of the Defendant The Admissions of which Unless fully Exposed would Tend to weaken the Complainants Cause of Action This Complainant further says that in the present Instance the Surrejoinder and Answer to Matters Refutations of the following Paragraph taken from the said Defendants Amended Rejoinder To Wit

"But this Defendant says that if the Complainant Conceived their Bill was "Very good and is really of a Disposition so very Accomodating as He has pretended "to be He might have Accepted of Answers Offered to him for that purpose or "He may Now Accept them for they are Still in the Possession of this Defendant "who Hereby makes a Tender thereof to the Complainant And this Complainant says that in Order to Expose more Evidently the Inconsistency on the part of the said Defendant and to Shew to this Honble Court that while He the said Defendant made

Made the Tender of the said Bill as above Alluded to That He had Three Months
his Possession having Actually paid them away as appears by his Own Showing
That Defendant was Particularly Under the Necessity of filing His Surrejoinder for the
Purpose of Annexing the Exhibit A. the same being a true Copy from an Original
in the Handwriting of the said Defendant And Therefore this Complainant
Humbly Conceives that His said Surrejoinder Arising out of Matter Introduced in
the Defendants Amended Rejoinder, And further more Suggesting and Bringing
forward a Matter of fact that would Otherwise have escaped the Notice of this
Hon.ble Court Entirely, and Admissible being Solely Calculated for the further
ance of Justice and to lay before the Court the full Merrits of the Cause and in
Order that He the Complainant might by the bringing forward the said
Exhibit A. Satisfactorily Shew by Witnesses and Records to
disprove the Assertions of the Defendant In his Rejoinder Contained in the
Aforesaid Quotation therefrom And this Complainant Conceived that
this is the Proper time and Place to bring forward the said Exhibit as it
thereby becomes part of the Proceedings Under the Plea and Answer He could shew upon
the said Exhibit the exception as well as Shew Evidence He might Produce to Prove the
same the Rule of Law being that Facts shall be Admitted to be proved but such as
have before been omitted in consideration of the Proceedings and therefore He this
Complainant Has been Under the Necessity of making this part of the Cause that
Manner aforesaid And Order that He may have the benefit of the Evidence to be Examined
thereupon and also to allow the Defendant an Opportunity to deny the Contents of the
Cross examine & speak to which Motion this Complainant Conceives Shew a fair and
Candid Intention with Him to bring forward the full Merrits of the Cause and by
no Means is wrongfully Vexed by the Defendant with any Unnecessary
or Irrelevant Matter therefore

Therefore this Complainant Humbly Insists that the said Surrejoinder
is not any ways exceptionable and humbly Craves that the said Exceptions may
be set aside with Costs

G Gardner
Atty for Compl.t

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 28th Day of February Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Edward Garrow Andrew Ross
John Mitford and Aldermen

David Young
vers.
James Barter

Bill with Copies of an Account Current and Promissory Note of Hand
Annexed Read
Plea and Answer Read
Replication with Copy of an Exhibit Marked A. Annexed Read
Amended Rejoinder Read
Surrejoinder with Copy of an Exhibit Annexed Read
Exceptions Read
Answer thereto Read

The Defendants Exceptions to the Complainants Surrejoinder and the Answer thereto 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 and are of Opinion that the Defen-
dants Exceptions to the Complainants Surrejoinder are good and sufficient
is therefore Ordered that the Surrejoinder be thereupon out with Costs

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 Promissory Note of Hand Annexed,
the Defendants Plea and Answer the Replication with Copy of an Exhibit
Marked

Marked A. Annexed This Amended Rejoinder, On Hearing the Pleadings made Mention of by the Attorneys and due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of Ninety Six Pagodas and Twenty Three Fanams (Pagodas 96. 23.) & together with Interest as mention'd shall hereafter become Due thereon until the full Payment is made also all Costs of this Suit

D.P. Curr

Filed the 28th January 1790

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of James Taylor Register

Sheweth

That Whereas Your Petitioner hath had the Honor of serving this Honorable Court in the Capacities of Deputy Register and Register for the Space of Twenty Three Years and upwards during which Time Your Petitioner trusts he has fulfilled those respective Offices with Attention and Fidelity

That Your Petitioner having been called to a Seat at the Council Board hath been permitted to resign his Office of Register, with a due Sense of that Countenance and Support which he has uniformly met with during the course of his long Services

And Your Petitioner as in Duty bound will ever Pray

James Taylor
Regr

Fort St George
Jan.y 27th 1790

Filed the 28th January 1790

To the Honorable the Mayor's Court at Madraspatnam

The Humble Petition of G. Taylor Dpt. Regr

Sheweth

That ever since Your Petitioner has Acted in the Capacity of Deputy Register to this Honble Court he has devoted his whole time & Attention to the Discharge of the Duties of his Office in the Execution of which he hopes he has met with the Approbation of this Honble Court

Your Petitioner therefore humbly hopes that as the Office of Register is now about to become Vacant that Your Honble Court will be pleased to Nominate him thereto in the Discharge of which Trust he should be unfortunate as to be deficient his utmost Endeavours shall be exerted to acquit himself to the Satisfaction of this Honble Court

And Your Petitioner as in Duty bound will ever Pray

G. Taylor
Dpt Regr

Fort St George
27th Jan.y 1790

Filed 4th January 1790

To the Honourable the Mayor's Court at Madrasapatnam

The humble Petition of John White of Madrasapatnam Gentleman One of the Attorneys of his Majesty's Court of Exchequer in England

Sheweth

That a Vacancy has happened in this Honourable Court by the Death of Pellini Spencer Gentleman late One of the Attorneys of this Honble Court and that Your Petitioner is Anxious to be Admitted an Attorney of this Honble Court in the room of the said Pellini Spencer Deceased

That Your Petitioner has been regularly bred to the Profession of an Attorney, and she has been duly Admitted an Attorney of his Majesty's Court of Exchequer in England and Practiced therein Accordingly as by the Certificate of the Clerk of Remembrancer of the said Court of Exchequer under the Seal thereof now in Your Petitioner Custody ready to be produced to this Honble Court and to which Your Petitioner refers will more fully Appear

Your Petitioner therefore humbly Prays to be Admitted an Attorney of this Honble Court in the room of the said Pellini Spencer Deceased

And Your Petitioner will Ever Pray

John White

January the 4th 1790

To the Honble the Mayor's Court at Madrasapatnam

The Humble Petition of John Hamilton One of the Attornies of this Honble Court

Sheweth

That Your Petitioner at the time she prays to be Admitted an Attorney of this Honble Court Omitted to pray that she might also be Permitted to Practice as a Notary Publick, not there foreseeing the Genera[l] Advantage such Indulgence would prove to Numerous Clients

Your Petitioner therefore hopes that this Honble Court will extend their favor and Protection to them, Prays to be Admitted as an Notary Publick, and to be Permitted to Practice in that Capacity

And Your Petitioner as in duty bound.
Will Ever Pray

Jn.o Hamilton

Madras 26th January 1790

Friday 4th January 1790

To the Honourable the Mayor's Court at Madrasapatnam

The humble Petition of John White of Madrasapatnam Gentleman and One of the Attorneys of his Majestys Court of Exchequer in Ireland

Sheweth

That a Vacancy has happened in this Honourable Court by the death of Pullein Spencer Gentleman late One of the Attorneys of this Hon^ble Court and that Your Petitioner is desirous to be Admitted an Attorney of this Hon^ble Court in the room of the said Pullein Spencer deceased

That Your Petitioner has been regularly bred to the profession of an Attorney, and has been duly Admitted an Attorney of his Majestys Court of Exchequer in Ireland and Practiced therein Accordingly, as by the Certificate of the Clerk Remembrancer of the said Court of Exchequer under the seal thereof now in Your Petitioner Custody ready to be produced to this Hon^ble Court and to which Your Petitioner refers will more fully appear

Your Petitioner therefore humbly Prays to be Admitted an Attorney of this Hon^ble Court in the room of the said Pullein Spencer deceased

And Your Petitioner will Ever Pray

John White

January the 4th 1790

To the Honble the Mayor's Court at Madrasapatnam

The Humble Petition of John Hamilton One of the Attornies of this Hon^ble Court

Sheweth

That Your Petitioner at the time he Prayed to be Admitted an Attorney of this Hon^ble Court Omitted to pray that he might also be Permitted to Practise as a Notary Publick, not then foreseeing the Great Advantage such Indulgence would Prove to him and his Clients

Your Petitioner therefore Hopes that this Hon^ble Court will extend their favor and Protection to him, Prays to be Admitted as an Notary Publick, and to be Permitted to Practise in that Capacity

And Your Petitioner as in Duty bound will Ever Pray

Madras 26th January 1790

Jn^o Hamilton

Filed in Court the 12 April 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ravoo Saravana alv. Moodelliar of Madras Inhabitant that Valagayah alv. Moodelliar Soobarayah Moodelliar Oyyaucoty Moodelliar and Arunachella Pundaurum Inhabitants of Pillayoorumnittandle Jointly and Severally indebted unto Your Orator in the Sum of Seven hundred and twenty four Star Pagodas thirty fanams and thirty six Cash or Sicca Rupees Current Money of Madras making in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the Sum of Five hundred and eighty eight Pounds and eighteen Shillings as will more fully and at large appear by the Copies of the Mortgage bond or Obligation and Account Current hereunto Annexed for the inspection of this Honble Court and which Your Orator prays may be deemed 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 Payment from the said Valagayah Moodelliar Soobarayah Moodelliar Oyyaucoty Moodelliar and Arunachella Pundaurum of the said Sum of Seven hundred and twenty four Star Pagodas thirty fanams and thirty six Cash

But Notwithstanding so it May it Please this Honble Court the said Valagayah Moodelliar Soobarayah Moodelliar Oyyaucoty Moodelliar and Arunachella Pundaurum to Combine and Confederate together to Defraud Your Orator of the said Debt and Sum of money and to Elude the Payment thereof Obstinately and wilfully refuse to pay the same or to give Your Orator any manner of satisfaction touching the premises for Your Orator therefore Prays a General Writ of Subpœna to this Honble Court to be directed to the said Valagayah Moodelliar Soobarayah Moodelliar Oyyaucoty Moodelliar and Arunachella Pundaurum thereby commanding them and every of them at a certain Time and under a certain Pain therein to be limited personally to be and appear before this Honble Court to answer the premises and to stand to perform and abide such Order and Decree therein as to this Honble Court shall seem meet

and things herein before set forth and alledged as fully truly and effectually to all Intents and Purposes as if the same were herein again Repeated and Particularly interrogated and that they may be decreed to pay unto Your Orator the aforesaid Sum of Seven hundred and twenty Star Pagodas thirty fanams and thirty six Cash with all Costs of Interest as now is or shall thence after become due thereon as also all Costs of this Suit

May it Please this Honble Court the cause hereof said Valagayah Moodelliar Soobarayah Moodelliar Oyyaucoty Moodelliar and Arunachella Pundaurum to be summoned and Required by the Sheriff of Fort St George Towns of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain Time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

13th April 1789
This bill was shewn to
within the days of Adjournment
Let a Summons issue Returnable
Next Court Day

Chas Ingles
Atty for the Complt

Translation of a Mortgage bond Dated 21st Parabauvey of Tiruvauvasso Year Answering to Anno Domini 11th Sept. 1783

We Valagayah Moodelliar Soobarayah Moodelliar Oyyaucoty Moodelliar and Arunachella Pundaurum inhabitants of Pillayoorumnidoo jointly give this Mortgage bond to Ravoo Saravanah Moodelliar inhabitant of Madras that is to say

In Consequence of Our Urgent Occasion we have this Day

Mortgaged

Mortgaged to You the bills of sales of Our Privileged Village called Poleyaneitte
Pillé of sales of Selaumyaudum the bills of sales of Valaveedan together with
the Choultry Pillé of sales of the House at Madras in the name of Annachella
Pondauram the Father in law of Pariahnayaga Pondauram in all four bills
of sales of four Villages as well as the shares of both the inhabitant and the
Government of two of Our Shrotrea Villages called Mungalum and
Mortgage for which You are to enjoy and borrowed and received of You the
Sum of (800) eight hundred Star Pagodas Current Money of Madras which
Sum we do hereby engage to repay You with the interest at the rate of twelve
p Cent p Annum in two different Payments Viz the Sum of four hundred
and fifty Pagodas to be paid with Interest Aud thereon through the mean
of Pariyanayaga Pondauram on or before the thirty first Day of Paraubava
Year or the 28th July One Thousand Seven Hundred and eighty Six and the
residue three hundred and fifty Pagodas and the interest to be paid on or
before the thirty first Day of Plavunga Year or the 28th July One Thousand Seven
hundred and eighty seven and thereupon our said four bills of sale and the
Shrotrea Villages and we do hereby engage to pay the Money to the Government
for the said two Shrotrea Villages and in Case of the failure of the payments
to You we do hereby empower You to prosecute us in the Mayors Court and
we are not to file any Demurrer Plea and Answer) and to dispossess the
said three Privileged Villages as well as the House the bills of sales which
is in the name of the Father in law of Pariahnayaga Pondauram and
recover Your Principal and Interest together with the charges attending the
Court and for the Deficiency if any You are to enjoy the Government shares
of four of Our Privileged Villages and in Case of any Molestation by the
Government we are hereby jointly and severally engage to clear and
You are not to be Answerable to the Bills of Sales in Case it they should be
lost by any Accident or casualty and we further engage to secure the full
Payment

through there should be any Probability of hazard
Voluntarily given You this Mortgage bond
at Nauchiapen Moodeliyar and Poryanayaga
in witness this Mortgage bond was drawn by

Payment of Your Money
thereto this we have
Witnesses Cunneyapan
Pondauram by their
Casavapillay.

(Signed)
Volagapen
Soobroyen
Ayyaucooty
Annachella
Pondarams

Witnesses Signed
Cunneyapparoo Nauchiapen
Paria Naiga Pondauram

Paraubava Year or 28th April 1786 &c. } Pgs 200 - -
On the 18th Chittra of
Eyale Pondauram
19 Ayen 29 Jan 1787
just ..... -
Rec'd of Ayyaucooty five pent ..... 100 - -

True translation as near as can be from the Malabar
Language
Ranganaudom
Interpreter

(Signed)
Chas. Ingles
Atty for the Complt

Vellagapah Modelliar & Anandapah Modelliar & Annachellum Annachellum Modelliar & Appauvoo Modelliar & Modelliar

Pundaroom Vencatachellum Ramanujum Ramanujum & Ramanujum

Pagoda 1108. 11. 16.

Fort St George 28th May 1739

Ent. 23. By Cash Amanadant ... 200 ... 200

Ent. 24. By Do. ... 100 ... 100

Ent. 24. By Cash Pundaroom ... 83. 34 60

Ent. 25. By Cash Pundaroom Vencatachellum Tellicadapah ... 283. 24 60

Ent. 25. By Cash Pundaroom ... 724. 32 36

Mem. 25. By Cash Pundaroom ... 62 ...

Do. 200 ... 31 ...

100 ... 21 28

By Balance ... 21. 36 60

Pagoda 1108. 11. 16.

E. E.

Thomas Hyde Chancellor

Attest for the Compt.

Fort St George 28th May 1739

E. E.

Thomas Hyde Chancellor

Attest for the Compt.

Vellagapah Modelliar & Anandapah Modelliar & Annachellum Annachellum Modelliar & Appauvoo Modelliar & Modelliar

Pundaroom Vencatachellum Ramanujum Ramanujum & Ramanujum

Pagoda 1108. 11. 16.

77

Fort St George 27th July 1739

In the Honble the Mayors Court at Madraspatnam

Between Ravoo Saravanah Modelly of Madras Inhabitants Complainant and Valagapah Modelliar Soobarayar Modelliar Appauvoo Modelliar and Annachella Pundaroom Alias Vencatachella Pundaroom Alias Ramanujum Alias Ramanujum Inhabitants Defendants

The Affidavit of Ravoo Saravanah Modelly the above named Complainant

This Deponent Maketh Oath and saith that the above named Defendants stand justly and truly indebted unto this Deponent in the full and just Sum of Seven hundred and Twenty four Star Pagodas thirty fanams and thirty six Cash Current Money of Madras being the Balance of an Account Current bearing Date the Twenty Eighth day of November one thousand seven hundred and Eighty Eight as in the Copy of a certain Mortgage Bond or Obligation Signed to in the same Account Current Annexed unto this Deponents Bill of Complaint

This Deponent further Maketh Oath and saith that the above named Defendants have been within the Jurisdiction of this Honble Court since the Cause of Action Arose

Ravoo Saravanah

Attested Translation as near as can be from the Malabar Language

Ranganaudom
Interpreter

Mayors Court
Madrass Patnam

Tuesday the 5th Day of February
Anno Domini 1750

Present

L.S.

Vincentio Corbett Esquire Mayor
Andrew Ross and Robert Milford
Aldermen

Mayors Court

Between Ravoolaravanah
Moodelliar of Madrass Inhabitant
Complainant and Malagapah
Moodelliar Sonaroya Moodelliar
Appraiser by Moodelliar and
Nunnasahullah Fundanum
Inhabitants of Villeporum
Defendants

It Appearing by the Records of this Court that Sixteen of
Six Months Allotted Limitted by His Majesty Charter for Expounding 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 fitt to Order and
Decree and doth Accordingly Order and Decree that the Defendant shall
pay unto the Complainant Three hundred and Seventy Seven Pagodas Thirty Fanams and Thirty six Cash Pag. 377.30.36/
Twenty four Pagodas Thirty Fanams and Thirty six Cash Pag. 724.30.36/
Together with all such Interest as now is or shall become due thereon
until full Payment be made and all Costs of this Suit

Decreed

Feb 18th Feby 1790

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Shewn unto this Honble Court Your Orator William Raine of Fort Saint George Surgeon that by a paroum Ordyapaly of Madras Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Five Hundred Pagodas Current Money of Madras making in Sterling Money of Great Britain Two hundred & Eight Shillings & seven Pagodas the Sum of Two Hundred Pounds or thereabouts as will More fully and at Large Appear by the Copy of an Obligatory Bond herewith to annexed for the Recovery whereof Your Orator prays may be taken as part of this his Bill of Complaint the Original whereof in Your Orator Possession and Ready to be produced when & where required And Your Orator further Shewth unto this Honble Court that he has often frequently and unanswerable Manner Requested & prayed from the said Ordyapaly of the said Sum of Five Hundred Pagodas

But now so it is May it please this Honble Court the said Ordyapaly Obstinately and wilfully refuses to pay the same or give Your Orator any manner of Satisfaction touching the premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreable to equity and good Conscience To the End therefore that the said Ordyapaly may upon his Corporal Oath full true direct and Perfect Answer make to all & singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were herein again repeated and particularly Interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of Five Hundred Pagodas with all such further & other Relief as the Nature of this Case may require and this Honble Court shall seem meet

May it please this Honble Court to cause the said Ordyapaly to be Summoned and required by the Sheriff of Fort Saint George Towns

Towns of Madrapatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court Prefixed and Appointed & then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

This 18th Day of February 1790

J. Stuart Hall
Atty for Compt

This Bill was shewn to & examined between the days of & pronounced & Ordered to be Summons issue returnable the Next Court May

Vincr Corbett
Mayor

Know all Men by these Presents that I Ordyapaly Ordyapaly of Madras am held and firmly bound unto Doctor William Raine of the Same Place in the penal Sum of Five Thousand Star Pagodas Current Money of Madras to be paid to the said Doctor William Raine his Heirs Executors Administrators or Assigns to which Payment well and truly to be made I do bind myself my Heirs, Executors, Administrators and Assigns firmly by these Presents Sealed with my Seal and Dated at Madras this first day of December One Thousand Seven hundred and Eighty Nine

Whereas the above bounden Ordyapaly Ordyapaly has this day borrowed and received of the above named Doctor William Raine the full and just Sum of Five hundred Star Pagodas Current Money of Madras to him Ordyapaly at the rate of £12 Twelve per Cent per Annum and Payable in Two Months from the Date hereof and for the securing the payment of the same with the Interest thereon he the said Ordyapaly Ordyapaly hath Assigned, Transferred, Bargained Sold, and made over and by these Presents doth Bargain, Sell, Assign, transfer and make over unto the said Doctor William Raine a certain Piece or Parcel of Ground and Garden, Situated, Lying and being at Choultry together with the Cadjan Pillo of Palmyra Trees and all other Appurtenances thereunto

thereunto belonging to hold the Premises unto the said Doctor William Raine his Heirs, Executors, Administrators and Assigns to his and their own proper use but subject nevertheless to the Condition hereinafter mentioned for Payment of the said Sum of Five hundred Star Pagodas and Interest at the Time herein before mentioned for Payment of the same

Now the Condition of the above Obligation is such that if the said Lydia parum Rudyapah his Heirs, Executors or Assigns do and shall well and truly pay or cause to be paid unto the said Doctor William Raine his Heirs, Administrators or Assigns the full and just Sum of Five hundred Star Pagodas at the Time and with the Interest aforesaid then the above Obligation to be Void and of no effect otherwise to be and remain in full force and Virtue

/Signed/
Lydia parum Rudyapah L.S.

Signed Sealed and Delivered
in the Presence of ..... }
/Signed/
J Stuart Hall
William Rutter

A true Copy
J Stuart Hall
Atty for Compt

Mayor's Court at
Madraspatnam

Tuesday the 23d Day of February
Anno Domini 1790

Present
Vincentio Corbett Esquire Mayor
Andrew Ross and John Wilford
Aldermen

Between William Raine
of Fort Saint George Surgeon Com-
plainant and Lydia parum Rudy
apah of Madras Inhabitant
Defendant

The Defendant having in Court acknowledg-
ing the Justness of the Complainants Demand, This Court doth therefore
think fit the Order and Decree and doth accordingly Order and Decree that
the Defendant shall Pay unto the Complainant the full and just Sum of
Five Hundred Pagodas Pagodas 500 — together with the Usual Interest
as money shall hereafter become due thereupon until full Payment is
Made also all Costs of this Suit

Q[illegible]

Filed the 20th Feby 1790

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Pellumgaudum Madakerry Moodelliar of Madras Inhabitant that Walloydum and Chinnatamby of the same Place Inhabitants Administrators of all and Singular the Goods Chattels Credits Rights and Effects of Immany Moodelly Deceased Stand Indebted unto Your Orator as Administrators as aforesaid in the full and just Sum of Six Hundred and Thirty four Pagodas and fifteen Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two hundred and fifty three Pounds fourteen Shillings and Eight Pence for which Debts as well 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 their Bill of Complaint the Original whereof being in Your Orator's Possession and Ready to be Produced when Required Given and granted unto Your Orator by the said Walloydum and Chinnatamby as Administrators as aforesaid bearing Date the Twentieth Day of October which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Eight Payable Nine Months after Date thereof with Interest at the Rate of Twelve per Cent Per Annum and Your Orator shews that it is further Covenanted and Agreed by the said Walloydum and Chinnatamby as Administrators as aforesaid that in Case the said Sums of Money should Not be Discharged According to the Terms therein Specified for the Payment thereof that Your Orator shall Nevertheless be at Liberty to Sue for the same in this Honble Court by which said Agreement and Covenant of the said Walloydum and Chinnatamby as Administrators as aforesaid 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 the

Sir late Majesty Charter now in Force Respecting the Prosecution of Suits Between the Natives of Madras in the Honble the Mayors Court And Whereas Your Orator has Frequently and Unreasonably Demanded Payment of the said Sum of Six Hundred and Thirty four Pagodas and Fifteen Fanams from the said Walloydum and Chinnatamby Moodelly

But now so it is May it Please your Honble Court the said Walloydum and Chinnatamby Obstinately and Wilfully Refuse to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays agreable to Equity and Good Conscience To the End therefore that the said Walloydum and Chinnatamby may upon their Corporal Oaths full true Direct and Perfect Answer Make to all and Singular the Matters and Things herein before set forth and Alledged as fully Truly and Effectually to all Intents and Purposes as if the same were Herein again Repeated and Particularly Interrogated and that they may be Decreed to Pay unto Your Orator the aforesaid Sum of Six hundred and Thirty four Pagodas and fifteen Fanams together with Costs of Suit Interest as aforesaid Accrued and Shall Hereafter become Due Thereon and all Costs of this Suit

May it Please this Honble Court to Cause the said Walloydum and Chinnatamby to be Summoned and Required by the Sheriff of Fort St George Town of Madrasapatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your 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 20th February 1790

This Bill was shewn from between the Days of Adjournment Vizt a Summons issued Returnable Next Court Day

Hy Du Pury
Atty Compt

Vinc Corbett
Mayor

D. Valloydum and Chinnatomby Administrators of Soonamy Moodelly Dec.d
vs
Pillumbaukum Vadakery Moodelly

1788 Octr.	20th	To the Amount Principal of your Mortgage Bond dated the same as this Date	350	-	-	By Balance Due	634	15	-
1790 Janry.	30th	To Interest on Do from the same to Octr. 1788 to this day is 1 Y. 10 M. 12 D. @ 12 ℘Ct ℘ Annum	84	15	-				
		Pagodas	634	15	-	Pagodas	634	15	-

Madras 30th January 1790

E.E.

Errors Excepted
Hy Dilley
Atty Complt.

Know all Men by these Presents that We Valloydum and Chinnatomby Attorneys to the Administrators of Soonamy Moodelly Deceased have held and firmly bound unto Pillumbaukum and Vadakery Moodeliar in the Pagodas of Eleven hundred and Fifty Star Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Vadakery Moodeliar 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 Madras this Twentieth Day of October in the Year One Thousand Seven Hundred and Eighty Eight

Whereas the above bound Valloydum and Chinnatomby Attorneys to the Administrators aforesaid have borrowed and received of the above named Vadakery Moodeliar the full and just Sum of Five hundred and Fifty Star Pagodas to have and to hold at the Rate of Twelve ℘Ct ℘ Annum Payable Once One Year from the Date hereof

hereof and for better Securing the Payment of the said Five hundred and Fifty Star Pagodas We have Mortgaged unto him the said Vadakery Moodeliar Four Houses and Grounds the Property of Duraisa as p Bill of Sale in the name of his Father Soonamy No. 2089. and another Bill of Sale No. 1743. Situated at Podda Naigo Pettah in Grounds Gardien Street which Country Bills of Sale we have now Delivered unto the said Pillumbaukum Vadakery Moodeliar and that in case of failure in Payment We do hereby empower the said Vadakery Moodeliar to sue in the Pooble Mayors Court for Recovery

Now the Condition of this Obligation is such that if the above bound Valloydum and Chinnatomby their heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto the said Vadakery Moodeliar his heirs, Executors Administrators or Assigns the full and just Sum of Five hundred and Fifty Star Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to continue in full Force and Virtue

Signed Sealed and Delivered
in the Presence of

N:S Mootookistnah

Errors Excepted
Hy Dilley
Atty Complainant

Mayor's Court at Madraspatanam

Tuesday the 23d. day of February Anno Domini 1730

Present

Vincentio Corbett Esquire Mayor
Andrew Ross and John Hilliard
Aldermen

Lis.

Mayor's Court

Between Pillumyaukum Vadakery Mudelliar of Madras Inhabitant Complainant and Valloydaum of Tiruvanmiyal Inhabitant Defendant

The Defendant Valloydaum being now 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 Valloydaum shall pay unto the Complainant the full and Just Sum of Six Hundred and Thirty Four Pagodas and Fifteen Fanams Pagodas 634.15. / together with all Such Interest Fanams or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

By Court

Fa. 20th Feby 1730

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Benjamin Calvard of Madras Esquire that Stephen Popham One of the Attorneys of this Honble Court stands indebted unto Your Orator in the full and just Sum of Two Thousand five hundred and Thirty One Pagodas Thirty three Fanams and forty eight Cash Current Money of Madras Madrapatnam Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Thousand and Twelve Pounds Thirteen Shillings and Eleven Pence or thereabouts as will more fully and at large appear by an Account Current hereunto Annexed for the Inspection of this Honble Court to which Your Orator prays Leave to Refer himself and this Honble Court may be pleased to Order that the said Stephen Popham may be Admitted as part of this his Bill of Complaint and Your Orator shews that the Original of the Bond or Obligation Specified in this the said Account are Ready to be Filed in this Honble Court as also the Warrant to Confess Judgement thereupon and Whereas Your Orator hath frequently and in a Friendable Manner Requested Payment of the Sum of Two Thousand five hundred and Thirty One Pagodas Thirty three Fanams and forty eight Cash from the said Stephen Popham

But now so it is May it please this Honble Court the said Stephen Popham Obstinately and Wilfully Refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the premisses Your Orator therefore prays a General Writ issue out of this Honble Court to all and every the Agreeable to Equity and Good Conscience To the End and Intent that the said Stephen Popham may upon his Corporal Oath fully true Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Thousand five hundred and Thirty One Pagodas Thirty three Fanams and forty

Forty eight Cash to go together with all such Costs as now incurred shall then
after become due Thereon also all Costs of this Suit

May it please this Honble Court to cause the
said Stephen Popham to be summoned and required by the Sheriff of
Fort Saint George Town of Madras aforesaid and the Districts thereof
personally to be and Appear before this Honble Court at a certain time
and Place to be by this Honble Court Prefixed and Appointed then and
there to Answer 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 20th February 1790

This Bill was sworn to and Subscribed the
Day of Adjournment Let a Summons issue
Returnable the Next Court Day

Hy Dorin
Atty Complainant

Vincr Corbett
Mayor

Pagoda

Dr Mytheen Ippulum Esquire in Account Current with Benjamin Guinness Esquire Cr

1787						
May	10	To Cash Advanced at Madras			100	- -
		To Bazar Charges at Madras			86	- -
		To Ditto			500	- -
		To Ditto			900	- -
1788		To Interest on the Above Sums				
May		Amount to the 1st May 1788				
		Principal 2486 Pags. 15 Fs. 16				
		Interest 1 Year 10 Months 26 Days	36	16		
		Ditto 986 Pags. 10 Months 26 Days	13	16		
		Ditto 500 Pags. 9 Months	3	15		
			1052	11	1052	11
		By Balance due			2538	23

Pagoda 3638 - -

1788							
May	10	To Cash Remitted to Messrs Boddam Elliott & Taylor Madras				500	- -
		Remitted to Messrs Taylor & Co Madras				500	- -
		Remitted to Messrs Taylor & Co Madras				500	- -
		Remitted to Messrs Taylor & Co Madras				500	- -
		Remitted to Messrs Taylor & Co Madras				500	- -
		Remitted to Messrs Taylor & Co Madras				500	- -
		Remitted to Messrs Taylor & Co Madras				500	- -
		Remitted to Messrs Taylor & Co Madras				500	- -
		Exchange Gained					
		On Pags. 500 at 105 Fs. 12 Sa.					
		On Ditto 500 at 105 Fs. 12 Sa.					
		On Ditto 500 at 105 Fs. 12 Sa.					
		On Ditto 500 at 105 Fs. 12 Sa.					
		On Ditto 500 at 105 Fs. 12 Sa.					
		On Ditto 500 at 105 Fs. 12 Sa.					
		On Ditto 500 at 105 Fs. 12 Sa.					
		On Ditto 500 at 105 Fs. 12 Sa.					
					Pagoda	3638	- -

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Fort St. George 23rd Feby 1785

Know all Men by these Presents, That I Stephen Popham of Madras Esquire am held and firmly bound unto Benjamin Sullivan of the same Place Esquire in the Penal Sum of One Thousand Star Pagodas to the Payment whereof well and truly to be made to the said Benjamin Sullivan his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Madras this Twelfth Day of May in the Year One Thousand Seven Hundred and Eighty Eight

Whereas the above bound Stephen Popham has this Day borrowed and received of the above named Benjamin Sullivan the full and just Sum of Five Hundred Star Pagodas to him actually told at the Rate of Twelve Per Cent Per Annum and Payable in Six Months

Now the Condition of this Obligation is such, That if the above bound Stephen Popham his heirs, Executors, Administrators or Assigns shall well and truly Pay or cause to be Paid unto the said Benjamin Sullivan his heirs, Executors, Administrators or Assigns, the full and just Sum of Five Hundred Star Pagodas together with such Interest as shall be owing thereon at the Time aforesaid, 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
Chas. Baker
Joseph Gannon

S. Popham L.S.

93

To Mr. Charles Baker one of the Attorneys of the Honble the Mayors Court at Madraspatnam or to any other of the Attorneys in the said Court or any other Court in any Part of his Majestys Dominions

These are to Authorize You the above Named or any other Attorney of the Honble the Mayors Court at Madraspatnam or elsewhere at any Court held or to be held after the Tenth Day of May which shall be in the Year of Our Lord One Thousand Seven hundred and Eight Eight to appear for me Stephen Popham my heirs Executors and Administrators or Assigns or any or either of them and there with Pen and Ink or with Lead Obligation bearing even Date herewith for the penal Sum of One Thousand Star Pagodas Current money of Madras for securing the Certain Payment of Five hundred Star Pagodas with Interest at the Rate of Twelve Per Cent Per Annum Payable in six Months from the Day of the Date hereof and for me and in my name or in the name or Names of any heirs Executors or Administrators to Confess Judgement and in Default of Payment of the said Principal Sum of Five hundred Star Pagodas and Interest meant and intended to be secured by the said Bond to suffer a Decree to pass thereon against me my Heirs or other Effects for the full Amount thereof with all Interest and Costs of Suit And forthwith to cause the said Decree or Judgement of the said Honble the Mayors Court at Madraspatnam to be thereupon for twenty days of Record and Without any Appeal to be made therefrom to suffer Execution thereupon immediately to issue with full Effect until Payment of Debt Interest and Costs of Suit are made and satisfied and for so doing this shall be to You or either of You a full and sufficient Warrant In Witness whereof I have hereunto set my Hand and Seal in Madras this twelfth day of May in the Year of Our Lord One Thousand Seven hundred and eighty eight

S. Popham L.S.

Sealed and Delivered
Where no Stamp Paper is to be had in the Presence of
Chas. Baker
Joseph Gannon

Recd

Received from Stephen Popham Esquire the Sum of Star Pagodas One hundred and Thirty three 00/100 on Account of the within Bond

Chas. Baker
for Benjn. Sullivan Esqr

11th Feby 1789

Received from Stephen Popham Esqr. the further Sum of three hundred and Sixty Six Pagodas on Account of the within bounden Bond the 8th April 1789

Benjn. Sullivan

Filed the 23 Feby 1790

Know all Men by these Presents, that I Stephen Popham of Madras Esquire am held and firmly bound unto Benjamin Sullivan of the same place Esquire in the Penal Sum of One Thousand Star Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Benjamin Sullivan his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents. In Witness Whereof I have hereunto Set my Hand and Seal this Madras this Twelfth Day of May in the Year One Thousand Seven Hundred and Eighty Eight

Whereas the above bounden Stephen Popham hath this day borrowed and received of the above named Benjamin Sullivan the full and just Sum of Five hundred Star Pagodas to me numbered interest at the Rate of Twelve per Cent Per Annum Payable Nine Months

Now the Condition of this Obligation is such, that if the above bounden Stephen Popham his heirs, Executors, Administrators or Assigns shall well and truly pay or cause to be paid unto the said Benjamin Sullivan his heirs, Executors, Administrators or Assigns the full and just Sum of Five Hundred Star Pagodas together with Interest as shall or may become due thereupon, then this Obligation to be void and of no Effect, otherwise to be continued in full Force and Virtue

Signed Sealed and Delivered
Whereas Stamp Papers to be had
in the Presence of

Chas. Baker
Joseph Garrow

S. Popham L.S.

To Mr. Charles Baker One of the Attornies of the Hon.ble the Mayor's Court at Madraspatnam or to any other of the Attornies in the said Court or to any other Court in any Part of his Majesty's Dominions

These are to Authorize You the above Named or any other Attorney of the Hon.ble the Mayor's Court at Madraspatnam or to whom these may come to be shewn at any Court held or to be held after the Twelfth day of February which shall be in the Year of Our Lord One Thousand Seven hundred and Eighty Nine to Appear for me Stephen Popham my heirs Executors and Administrators or either of the Same as the Case may require at the Suit of Benjamin Sullivan his heirs Executors Administrators or Assigns or any of them on the within Bond or written Obligation bearing even date herewith for the Penal Sum of One Thousand Star Pagodas Current Money of Madras for Securing the Certain Payment of Five hundred Star Pagodas with Interest at the Rate of Twelve Per Cent Per Annum Payable Nine Months from the day of the date thereof and for me and in my Name or in the Name or Names of my heirs Executors or Administrators to Confess Judgment and in Default of Payment of the said Principal Sum of Five Hundred Star Pagodas and Interest to warrant and indemnify To be Secured by the said Bond hereafter at large to be mentioned against any Damages Costs and other Effects for the full amount thereof with all Interest and Costs of Suit And further with Power to cause the said Decree or Judgment of the said Hon.ble the Mayor's Court at Madraspatnam to be thereupon entered beyond Record and without any Appeal to be made thereof to suffer Execution thereupon immediately to be issued with full Effect until Payment of the Debt Interest and Costs of Suit are made and Satisfied Warrant In Witness Whereof I have hereunto Set my Hand and Seal this Madras this Twelfth Day of May in the Year of Our Lord One Thousand Seven Hundred and Eighty Eight

S. Popham Seal

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

Chas. Baker
Joseph Garrow

1789 to
April 27th Recd by Mr Pynham an Account of this bond as by my
Cash Book Page 300 — Benjn Sullivan

Filed the 23 Feby 1790

Know all Men by these Presents that I Stephen Popham of Madras Esquire am held and firmly bound unto Benjamin Salwan of the same Place Esquire in the Penal Sum of One Thousand Star Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Benjamin Salwan his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness Whereof I have hereunto set my Hand and Seal in Madras this Tenth Day of May in the Year One Thousand Seven hundred and Eight Eight

Whereas the above bounden Stephen Popham hath borrowed and received of the above named Benjamin Salwan the full and just Sum of Five Hundred Star Pagodas Current Money of Madras for a Term and at the Rate of Twelve Per Cent Per Annum Payable in fifteen Months

Now the Condition of this Obligation is such that if the above bounden Stephen Popham his heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the above named Benjamin Salwan his heirs Executors Administrators or Assigns the full and just Sum of Five Hundred Star Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to continue in full force and Virtue

S. Popham Lt

Signed Sealed and Delivered
Where no Stamp'd Papers to be had;
in the Presence of
Chas. Baker
Joseph Garron

To Mr Charles Baker One of the Attornies of the Honble the Mayors Court at Madraspatnam or to any other of the Attornies in the said Court or any other Court in any Part of his Majesty's Dominions

These are to Authorize You the above Named or any other Attorney of the Honble the Mayor's Court at Madraspatnam on due Service hereof to appear for me in the said Court to be holden after the Fourth Day of August which shall be in the Year of Our Lord One Thousand Seven hundred and Eighty Nine to Appear for me Stephen Popham my Heirs Executors and Administrators or either of them at the Suit of Benjamin Salwen Esquire his Executors Administrators or Assigns or any or either of them and then and there with Pen and Ink to write a Warrant of Attorney for me or in my Name or Names to confess Judgement and thereupon to suffer Execution to issue against me my Heirs Executors and Administrators for the Penal Sum of One Thousand Star Pagodas Current Money of Madras for Securing the Certain Payment of Five hundred Star Pagodas with Interest at the Rate of Twelve Per Cent Per Annum Payable in Fifteen Months from the Day of the Date hereof and for me and in my Name or Names the Name or Names of my Heirs Executors or Administrators to Cause Judgement and thereupon Execution to issue for the Principal Sum of Five hundred Star Pagodas and Interest thereon and in case I should be dead by the said Day to suffer a Decree to pass thereon against my Person or other Effects for the full Amount thereof with all Interest and Cost of Suit And for the more sure Doing thereof I do hereby Ratify and Confirm whatever my said Attorney or his Substitute shall lawfully do or cause to be done in the Premises by Virtue of these Presents And I do hereby Covenant with the said Benjamin Salwen his Executors Administrators and Assigns that I will pay the said Sum of Five hundred Star Pagodas with Interest as aforesaid on the Day of the Date hereof and in case I shall not pay the same that Judgement shall be entered up against me in the said Mayors Court at Madraspatnam to be thereupon duly entered of Record and Execution issued thereupon immediately without any Appeal to be made therefore to suffer Execution thereupon immediately to issue with full Effect until Payment of the Debt Interest and Cost of Suit are made and Satisfied and for so doing this shall be to Your Warrant full and sufficient In Witness Whereof I have hereunto set my Hand and Seal in Madras this Tenth Day of May in the Year of Our Lord One Thousand Seven hundred and Eighty Eight

S. Popham Lt

Sealed and Delivered
Where no Stamp'd Papers to be had
in the Presence of
Chas. Baker
Joseph Garron

Entd the 23 Feby 1790

Know all Men by these Presents, that I Stephen Popham of Madras Esquire held and firmly bound unto Benjamin Sullivan of the same Place Esquire in the Penal Sum of One Thousand Star Pagodas Current Money of Madras To the Payment whereof well and truly to be made to the said Benjamin his Heirs Executors, Administrators or Assigns, I do hereby bind myself my Heirs, Executors and Administrators firmly by these Presents In Witness Whereof I have hereunto set my Hand and Seal at Madras this Twelfth Day of May in the Year One Thousand Seven Hundred and Eighty Eight

Whereas the above bound Stephen Popham hath borrowed and Received of the above Named Benjamin Sullivan the full and just Sum of Five Hundred Star Pagodas to him at Interest at the Rate of Twelve Per Cent Per Annum Payable in Twenty One Months

Now the Condition of this Obligation is such, that if the above bound Stephen Popham his Heirs, Executors, Administrators or Assigns shall well and truly pay or cause to be Paid unto the above Named Benjamin Sullivan his Heirs, Executors, Administrators or Assigns, the full and just Sum of Five Hundred Star Pagodas together with such Interest as shall or may become due thereupon, Then this Obligation to be Void and of no Effect, otherwise to continue in full Force and Virtue

Signed, Sealed and Delivered
Where no Stamp'd Paper is to be had
in the Presence of

Chas. Baker
Joseph Garrow

S. Popham Lt.

To Mr. Charles Baker One of the Attorneys of the Honble the Mayors Court at Madras or any other of the Attorneys in the said Court or any Part of His Majesty's Dominions.

These are to Authorize You the above Named or any other Attorney of the Honble the Mayors Court at Madras or else where at any Court held or to be held after the Twelfth Day of February which shall be in the Year of Our Lord One Thousand Seven hundred and Ninety to Appear for me Stephen Popham my Heirs Executors and Administrators or either of them as the Law may Require at the Suit of Benjamin Sullivan Esquire his Heirs Executors Administrators or Assigns upon any or either of them and the within Bond or within obligation bearing even Date herewith for the Penal Sum of One Thousand Star Pagodas Current Money of Madras for Securing the Certain Payment of Five Hundred Star Pagodas with Interest at the Rate of Twelve Per Cent Per Annum Payable in Twenty One Months from the Day of the Date hereof and for me and in my Name or in the Name or Names of my Heirs Executors or Administrators to confess Judgement and in Default of Payment of the said Principal Sum of Five hundred Star Pagodas and Interest due and intended to be secured by the said Bond to Suffer a Decree to pass thereon Against me my Person or other Effects for the full Amount thereof with all Interest and Costs of Suit And for that Purpose to make Use of the said Recovery Judgement of the said Honble the Mayors Court at Madras or Decree thereupon entered as aforesaid Record and without any Appeal to be granted to be thereupon entered as aforesaid Record and without any Appeal to be Made thereto to suffer execution thereupon immediately to issue with full Effect until the Payment of the Debt Interest and Costs of Suit and made and Satisfied and for doing this shall be to You or either of You a sufficient Warrant In Witness whereof I have hereunto set my hand and Seal at Madras this Twelfth Day of May in the Year of Our Lord One Thousand Seven hundred and Eighty Eight

S. Popham Lt.

Sealed and Delivered
Where no stamp'd Paper to be had
in the Presence of

Chas. Baker
Joseph Garrow

Fanam 12 Tobacco

Know all Men by these Presents, that I Stephen Popham of Madras Esquire am held and firmly bound unto Benjamin Sulivan of the same Place Esquire in the Penal Sum of One Thousand Star Pagodas to the Payment whereof well and truly to be made to the said Benjamin Sulivan his Heirs Executors, Administrators or Assigns I do thereby 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 Tenth Day of May in the Year One Thousand Seven Hundred and Eighty Eight

Whereas the above bound Stephen Popham has this day borrowed and received of the above named Benjamin Sulivan the full and just Sum of Five Hundred Star Pagodas to Him at present at the Rate of Twelve Per Cent Per Annum Payable in Eighteen Months

Now the Condition of this Obligation is such that if the above bound Stephen Popham his Heirs Executors, Administrators or Assigns shall well and truly pay or cause to be Paid unto the said Benjamin Sulivan his Heirs, Executors, Administrators or Assigns the full and just Sum of Five Hundred Star Pagodas together with the 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
Chas. Baker
Joseph Garrow

S. Popham L.S.

To Mr. Charles Baker one of the Attorneys of the Court of the Hon.ble the Mayor's Court at Madraspatnam or to any other of the Attorneys in the said Court or any other Court in any Part of His Majesty's Dominions

These are to Authorize You the Attorney above Named or any other Atty of the Hon.ble the Mayor's Court at Madraspatnam or elsewhere at any Court held or to be held after the Tenth Day of May which shall be in the Year of Our Lord One Thousand Seven Hundred and Eighty Nine to appear for me Stephen Popham my Heirs Executors and Administrators or either of them as the case may Require at the Suit of Benjamin Sulivan Esquire his Heirs Executors Administrators or Assigns or any or either of them on the within Bond or written Obligation bearing even Date herewith for the penal Sum of One Thousand Star Pagodas Current Money of Madras for securing the certain Payment of Five hundred Star Pagodas with Interest at the rate of Twelve Per Cent per Annum Payable in Eighteen Months from the Day of the Date hereof and from and in My Name or in the Name or Names of my Heirs Executors or Administrators to Confess Judgement and in Default of Payment of the said Principal Sum of Five Hundred Star Pagodas and Interest meant and intended to be secured by the said Bond or Suffered Decree to Pass thereon against me my Heirs or other Effects for the full Amount thereof with all Interest and Cost of Suit and for the same to Cause the said Decree or Judgement of the said Hon.ble Mayor's Court at Madraspatnam to be thereupon entered Days of Record and without any Appeal to be made thereof to suffer Execution thereupon immediately to issue with full Effect until Payment of Debt Interest and Cost of Suit are Made and Satisfied and for so doing this shall be to You or either of You a full and sufficient Warrant In Witness whereof I have hereunto set my Hand and Seal in Madras this Tenth Day of May in the Year of Our Lord One Thousand Seven Hundred and Eighty eight

S. Popham L.S.

Sealed and Delivered ---
Where no Stamp'd Papers to be had in the Presence of ---
Chas. Baker
Joseph Garrow

Fanam 23 Fly 1790

Known all Men by these Presents that I Stephen Popham of Madras Esquire am held and firmly bound unto Benjamin Sullivan of the same Place Esquire in the Penal Sum of One Thousand Star Pagodas Current Money of Madras to the Payment whereof well & truly to be made to the said Benjamin Sullivan his Heirs Executors, Administrators, or Assigns I do bind myself my Heirs Executors and Administrators firmly by these Presents. Witness my Hand & Seal this Madras this Tenth Day of May in the Year One Thousand Seven Hundred and Eighty Eight

Whereas the above bounden Stephen Popham hath borrowed and received of the above named Benjamin Sullivan the full and just Sum of Five hundred Star Pagodas to him at Interest at the Rate of Twelve Per Cent Per Annum Payable Semi Twelve Months

Now the Condition of this Obligation is such, that if the above bound Stephen Popham his Heirs, Executors, Administrators or Assigns shall well and truly Pay or Cause to be Paid unto the above Named Benjamin Sullivan his Heirs, Executors, Administrators or Assigns the full and just Sum of Five Hundred Star Pagodas together with such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect, Otherwise to Continue in full Force and Virtue

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

S. Popham L.S.

Chas. Baker
Joseph Carron

For Mr Charles Baker One of the Attornies of the Honble the Mayors Court at Madraspatnam or to any other of the Attornies in the said Court or any other Court in any Part of His Majestys Dominions

These are to Authorize You the Attorney above Named or any other Attorney of the Honble the Mayors Court at Madraspatnam or elsewhere at any Court held or to be held after the Tenth Day of May which shall be in the Year of Our Lord One Thousand Seven hundred and Eighty Nine to Appear for me Stephen Popham my Heirs Executors and Administrators or either as the case may Require at the Suit of Benjamin Sullivan Esquire his Heirs Executors Administrators or Assigns to any one or other of them on the within Bond or written Obligation bearing even Date herewith for the Penal Sum of One Thousand Star Pagodas Current Money of Madras for Securing the Certain Payment of Five hundred Star Pagodas with Interest at the Rate of Twelve Per Cent Per Annum Payable Semi Twelve Months from the Day of the Date thereof and for me and in my Name or in the Name or Names of any of my Heirs Executors or Administrators to Cause Judgment and in Default of Payment of the said Principal Sum of Five hundred Star Pagodas and Interest meant and intended to be secured by the said Bond to suffer a Decree to pass thereon against me my Person or other Effects for the full Amount thereof with all Interests and Costs of Suit And for the which to cause the said Decree or Judgment of the said Honble Mayors Court at Madraspatnam to be thereupon entered Days of Record and without any Appeal to be made therefore to suffer Execution thereupon immediately to issue with full Effect until Payment of Debt Interest and Costs of Suit are Made and Satisfied and for so doing this shall be to You a sufficient Warrant In Witness Whereof I have hereunto set my Hand and Seal in Madras this Tenth Day of May in the Year of Our Lord One Thousand Seven hundred and Eighty Eight

Sealed and Delivered
Where no Stamp Paper is to be had in the Presence

S. Popham L.S.

Chas. Baker
Joseph Carron

Mayor's Court at Madraspatnam

Tuesday the 23d day of February Anno Domini 1790

Present

L.S.

Vincentio Corbett Esquire Mayor

Andrew Ross and John Hilford

Aldermen

Mayor's Court

Between Benjamin Sullivan of Madras Esquire Complainant and Stephen Popham Owner of the Albemarle of this Honble Court Defendant

The Defendant by his Attorney Mr George Claiborne 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 Thousand Five Hundred and Thirty One Pagodas Thirty Three Fanams and Forty Eight Cash Pagodas 2531.33.48/ Together with the Usuch Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Decd

Filed this 12th Febry 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Miguel de Resurreicon of Madras Inhabitant that Lucas de Rozario also of the same place Inhabitant stands justly and truely indebted unto Your Orator in the full and just Sum of Forty Six Star Pagodas Nineteen Fanams and Twenty One Cash Current Money of Madras Making sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eighteen Pounds and Thirteen Shillings as will More fully and at large Appear by the Copy of an Account Current hereunto Annexed for this purpose 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 Civil and Reasonable Manner Requested Payment from the said Lucas de Rozario of the said Sum of Forty Six Star Pagodas Nineteen Fanams and Twenty One Cash

But now so it is May it please this Honble Court the said Lucas de Rozario 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 in such manner as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the end therefor that the said Lucas de Rozario may upon his Corporal Oath full and 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

Decreed to Pay unto Your Orator the aforesaid Sum of Forty Six Star Pagodas Nineteen Fanams and Twenty One Cash with all Costs of Suit 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 Lucas de Rozario to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain Time and Place to be by this Honble Court Prefixed and Appointed Then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas Ingles
Atty for the Compt

This Bill was shewn to me in the Days of Adjournment Dated as Summons ordered and returnable Next Court Day

Wm Webb
Mayor

Mayors Court Register Book

No 5

| | | |

Filed the 30th March 1789

The Answer of Lucas de Rozario of Madras Inhabitant Defendant to the Bill of Complaint of Miguel de Resurreicon 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 many Errors Uncertainties and Imperfections in the Complainants said Bill of Complaint for Answer thereunto or unto so much thereof as he is Advised is Material or Necessary for him to make Answer Unto he Answereth and saith He Admits he is indebted to the Complt in the Sum of Forty six Star Pagodas Nineteen Fanams and Twenty One Cashs as in the Account by and Conjointly stated in the Bill of Complaint and the Account Current thereunto annexed is mentioned but saith the Contrary this Defendant saith that the Complainant stands justly and truly indebted unto him in the Sum of Two Hundred and Thirty Pagodas the Amount of a Bond executed by the Complainant in favor of this Defendant together With the Interest due thereon a Copy of which Bond is hereunto annexed for their inspection of this Honble Court to which this Defendant begs leave to refer and Prays the same may be taken as part of this his Answer the Original whereof is in this Defendants Possession and ready to be produced when Required and for which said Sum of Two Hundred and Thirty Pagodas this Defendant hath filed his Cross Bill against the Complainant in this Honble Court this Defendant saith that he never did enter into any engagement with the Complainant for the Purpose of being instructed by him and the Defendant does not Admit however think of giving to the Complainant the Sum of Eight Pagodas per Month as he has charged and insisted upon in his said Bill of Complaint for this the Complainant is fully convinced and on the other hand in his Conscience he knows that he stands indebted to this Defendant in the Sum of Two Hundred and Thirty Pagodas for the Loan of which he has at times

Expressed

Expressed himself Ashamed to Allege to this Defendant and therefore this Defendant in the most Humble Manner Intreats this Honble Court to Admit of no Evasive Subterfuge on the part of the Complainant to elude the Justice and Attempted by the most unjust and Ungenerous Design to Oppress this Defendant of his just Due by turning his friendly Indulgence as a Weapon against him for this Defendant says that the Sum of Forty four Pagodas and Fourteen Fanams and One of the Items in the Complainants said Account Current and which was actually Paid into the Hands of this Defendant by the Complainant was for and on Account of Interest due on the said Sum of Two hundred and Thirty Pagodas lent and advanced by this Defendant to the Complainant as herein before mentioned and not for the and for no manner other Account or consideration whatever And this Defendt further saith that the Fallacy of the Complainants said Demand against this Defendant to any one who ever shall view the Debit side of his pretended Account Current the charges under Date the twelfth of February One thousand Seven hundred and Eighty Seven Cash advanced to this Defendant at Sundry times forty four Pagodas and Fourteen Fanams and on the Credit Side he Acknowledges to have Received from the first to the Seventeenth of the same month and Year the Sum of One hundred and Thirty Pagodas that is to say on the said first day of February One thousand Seven hundred and Eighty Seven One hundred Pagodas and on the Seventeenth of the said Month of February Thirty Pagodas now it is contrary to reason that a Person should be supposed paying the Sum of One hundred and Thirty Pagodas and at the same time borrowing forty four Pagodas and Fourteen Fanams from the same Man The Views therefore of the Complainant in bringing his present Action against this Defendant must be as this Defendant has been before Suggested to Oppress him of his Property and therefore this Defendant says that the Conduct of the Complainant is contrary to equity and good Conscience for that the Complainant has no cause of Complaint whatever

Wherefore

Whereas to all this Defendant in Question before this Honble Court

Monbich Mattos and Thingo this Defendant is Ready and Willing to Verify maintain and Prove as this Honble Court shall Direct and Humbly Prays to be Answered in his favour with his Reasonable Costs and Charges in this behalf Most Wrongfully Sustained

J. Stuart Hall
Atty for Defendant

Know all Men by these Presents that I L. Miguel Rosmininos of Madras Inhabitant am held and firmly bound unto Lucas De Rozario of said Place in the Penal Sum of four Hundred and Sixty Star Pagodas Lawful Payment which I well and truly to be made unto him the said Lucas De Rozario his Heirs, Executors Administrators or Assigns, To the 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 this first Day of February in the Year of Our Lord One Thousand Seven Hundred and Eighty Seven

Whereas the above bound Miguel Rosmininos has this day borrowed and received of the above named Lucas De Rozario the full and just Sum of Two Hundred and Thirty Star Pagodas, Current Money of Madras, for the Interest at the Rate of Twelve P Cent P Annum and Payable in four Months

Now the Condition of this Obligation is such, that if the above bound Miguel Rosmininos his Heirs, Executors or Administrators shall well and truly pay or cause to be paid unto the said Lucas De Rozario, his Heirs Executors Administrators or Assigns, the full and just Sum of Two hundred and Thirty Star Pagodas together with the Interest as shall Become due thereupon on the Day this Obligation to be Void and of none effect, otherwise to Continue in full force and Virtue

Signed Sealed and Delivered in the Presence of
Stamped Papers not to be had at this Place

(Signed) Miguel Rosmininos

A True Copy
J. Stuart Hall
Atty for Defendant

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Replication of Lucas De Rozario Inhabitant of Madras Defendant to the Bill of Lucas De Miguel de Rosmininos Inhabitant of the Same Place Complainant

This Defendant Saving and Reserving to himself all Benefit and Advantage of Exception to the many Errors, Uncertainties, Imperfections and Insufficiencies in the said Complainants Bill of Complaint contained for Answer thereto or unto so much thereof as this Defendant is Advised is Material for him to make Answer unto this Defendant Replying says That he this Defendant always Believed the said Complainant to be Indebted unto him this Defendant in the Sum of Two Thousand Pagodas and upwards for Monies Lent and Advanced by this Defendant unto the said Complainant at his Request and for Monies Paid and Disbursed by this Defendant for the said Complainant at his Request and for Monies Received by the said Complainant for the Use of this Defendant and for Monies Due to this Defendant on Account of Dealings and Transactions between them and this Defendant Says That the said Complainant hath not Paid or Satisfied this Defendant the Sum of Two Thousand Pagodas or any Part thereof but the same still remains Due and Owing to this Defendant from the said Complainant and this Defendant Says That the said Complainant hath Exhibited his Bill of Complaint in this Honble Court against this Defendant for the Discovery of Assets of the Estate of Lucas De Rozario Deceased and for an Account of the Monies Received by the said Lucas De Rozario in his Life Time and after his Death for the Use of the Estate of the said Lucas De Rozario Deceased and this Defendant Says That the said Lucas De Rozario Deceased in his Life Time and this Defendant after the Death of the said Lucas De Rozario Deceased have Received Monies for the Use of the Estate of the said Lucas De Rozario Deceased and this Defendant Says That he this Defendant hath Rendered a True and Perfect Account of the Monies Received by him this Defendant for the Use of the Estate of the said Lucas De Rozario Deceased and hath Paid and Delivered the Balance thereof unto the said Complainant

Cognatidade Convem inverdade de Sinta tas de Reo Mais enjusto vengativo Artigos
de Deprovar ao Defendente todas as suas Justas Rezoens Allegando Sua Ameigade e
indulgencias Como humilde Alma Offerecia a Contrariedade Pedindo Defendente
Diz Que a Somma de Quarenta Quatro Pagodes e quatorze Fanoens hum mes das
Feitas Na Conta Corrente de Quarenta e qual for Actualmente Pagado Mas
Mãos do Dito Defendente por Quarenta, era Para a Conta da Lutrinsia Que
devia Sobre o dito Somma de Dois Centos e Sincoenta Pagodes, qual emprestou ao
Reo queixoso dito Defendente ao Quarenta, como dis aqui Adiante Justificara
quando a Preciso for Allegado, que Sobre Muitas mas cultas Contas em Conciliação
Qualquer outro Defendente Mais Diz Que a fallacia da Demanda do dito
Quarenta Contra a dita Defendente acresce por Sua Propria Mostra por que
Na Lado do Debito da Sua Pretendida Conta Corrente, ella Carrega Cazo de
data de Doze de Febreiro de Mil Sette Centos e Outenta e Sette Dezenhuns
Acresce ao dito Defendente Mais Doze Quarenta e Quatro Pagodes e Quatorze
Fanoens, e ao Lado de Seu Haver, Se Confessa dito Recebido de Dezenove
de Dezembro as Doze de Mesma Mez e Anno a Somma de hum Cento e Sincoenta Pagodes
que Dizer no Primeiro dia de Febreiro Mil Sette Centos e Outenta e Sette,
hum Cento Pagodes, e em Dezanove de dito Mez de Febreiro Sincoenta Pagodes,
Sic Contra Razão que Somma Pessoa Pagara a Somma de hum Cento e Sincoenta
Pagodes, e a Mesma tempo Somma a Cinquentado, de Quarenta e Quatro Pagodes
e quatorze Fanoens do Mesmo hum mil Duzentos e outenta de
fazer Sua Pregunta de Razão Contra a dita Defendente, e deve dita Como dita Defen-
dente de Sua aqui Adiante Sera Cinquentado de Deprovar ao Reo da Sua Pregunta de,
Sobre o que a dita Defendente Diz Que o Conteudo de Quarenta he Contrario
ao que dado e boa Sciencia, Por que o dito Quarenta e hum Reo hum mes Cazo
da Data a Qualquer Sobre que de Cinquentado a dita Defendente Pregunta,
Authorizado Honorave Cartel

Sendo quanto Mateiras e Cinquentado Defendente dita
Lette e Juramento de Verificar, Mantimiar, e Provar ao dito Honorave Cartel,
Como

Como ade Decretar, e Muy humildemente Pede de dita aqui Deque dito
Com Suas Rezoens e Gastos em testeabans Muy era de dimento Custumado

Lucas De Rozario

Juramento Defendente
Rio 30 de Março 1789

Wm Webb
Mayor

Saibão Todo Quanto este Instrumento Publico virem que Em Anno do Nacimento de Nosso Senhor Jesus Christo de Mil Sette Centos e Outenta e Nove aos Trinta dias do Mez de Março do dito Anno nesta Sidade de São Sebastião do Rio de Janeiro Nas Casas de Morada de Mim Tabaliam Adiante Nomeado e Asignado Pareceo Presente o Capitão Miguel de Resurreição Morador na Rua Direita desta Sidade Sendo Testemunhas a Ser Chamadas e Nomeadas Pello Mesmo Outorgante Reconhecidas de Mim Tabaliam de que Dou Fé e Ambos Juntos e de Mutuo Acordo Disse Elle Outorgante Que Elle Era Justo e Contratado com o Capitão Lucas de Rozario Morador na Rua Direita desta Sidade a Quantia de Quatro Centos e Sincoenta Pagodes Moeda Corrente de Estrella Moeda Corrente de Madrid Sem Premio algum Pagos em Quatro Mezes Sendo Cada Mez Pago a Quantia de Sento e Outenta e Sinco

Filed 31st March 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewn unto this Hon^ble Court Your Orator Lucas de Rozario of Madras Inhabitant that Miguel de Resurreicion of the same Place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Two hundred and Thirty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Ninety Two Pounds as will more fully and at large Appear by a Copy of a Bond executed by the said Miguel de Resurreicion in favor of Your Orator a Copy of which said Bond is Annexed to Your Orators Answer to the Original Bill of Complaint of the said Miguel de Resurreicion to which Your Orator Prays leave to Refer and Begs the same may be taken as a Part of this his Cross Bill of Complaint And Your Orator further Shews that he has frequently and in an Amical Manner Applied to the said Miguel de Resurreicion and Requested Payment of the said Sum of Two hundred and Thirty Pagodas

But now so it is May it Please this Hon^ble Court the said Miguel de Resurreicion Obstinately and willfully Refuses to pay the Same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief in such Manner as to this Hon^ble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Miguel de Resurreicion may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before mentioned as fully and Particularly to all Intents and Purposes as if the same were herein again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and Thirty Pagodas with all Costs of Suit Interest and Damages Shall hereafter become due thereon as also all Costs of this Suit

May

May it Please this Hon^ble Court to Cause the said Miguel de Resurreicion to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madraspatnam and the Districts thereof Personally to be and Appear before this Hon^ble Court at a Certain Time and Place to be this Hon^ble Court Prefixed and Appointed Then and There to Answer this Your Orators Cross Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon^ble Court shall Seem Meet

J. Stuart Hall
Att^y for Cross Complainant

Mayor's Court at Madraspatnam

Tuesday the 23rd Day of February Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Andrew Ross and John Stiford
Aldermen

Between Miguel de Resurreicion of Madras Inhabitant Complainant and Lucas de Rozario also of the same Place Inhabitant Defendant

These Causes Coming on to be Heard and Debated this Day in the Presence of the Attorney for the Original Defendant and Cross Complainant & the Attorney for the Original Complainant and Cross Defendant having Declined Acting and Reading the Affidavit of Thomas Jones of Service of Notice of Hearing the Original Complainants Bill with a Copy of an Account Current Annexed the Original Defendants Answer with a Copy of a Bond Annexed the Cross Complainants Cross Bill

On

On Hearing the Pleadings made Use of by the Attorney for the Original Defendant and Cross Complainant and due Consideration had thereon This Court doth think fit the Order and Decree and doth accordingly Order and Decree that the Original Complainants Bill do stand dismissed with Costs and this further Order and Decreed that the Cross Defendant do Pay unto the Cross Complainant the full and just Sum of Two Hundred and Ninety Pagodas Pagodas 290 — Together with all Costs Interest and Damages which shall hereafter become due thereon until full Payment is made which all Costs of this Suit —

Filed the 15th Augt 1739

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew Unto this Honble Court Your Orator Miguel Cohaume of Madras Merchant That Ibrahimque Noorbey late of Madras Merchant Standeth indebted unto Your Orator in the full and just Sum of Twelve Thousand Seven hundred and fifty four Pagodas Seven Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Five Thousand One hundred and One Pounds Fourteen Shillings and three Pence Which Sum is owing upon a Mortgage Respondentia Bondor Obligation given and granted unto Your Orator by the said Ibrahimque Noorbey in Madras aforesaid under the Date of the first day of August in the Year of Our Lord One Thousand Seven hundred and Eighty Eight for the Sum of Ten Thousand Star Pagodas taken up and received of Your Orator by the said Ibrahimque Noorbey as Respondentia on the Ship Dadeley Madina Said Commander from the Port or Road of Madras aforesaid to that of Nicobar Rangoon and Pegu and from thence back to the said Port and after the Date of Twenty five

Per Cent for the said Voyage is concluded in Nine Months from the Date of the said Mortgage Respondentia Bondor Obligation is no longer grantable And Your Orator shews that the said Ibrahimque Noorbey did further in and by the said Mortgage Respondentia Bondor Obligation Mortgage and Assigne over unto Your Orator the several Wares and Merchandize Laden or to be Laden on the said Ship Dadeley which said Ship Dadeley and the several Wares Merchandize with their Produce Mortgaged and Assigned over unto Your Orator as aforesaid the said Ibrahimque Noorbey did covenant and agree should be diverted hence otherwise or Purport to a Town till Payment of the said Mortgage Respondentia Bondor Obligation should be made with the Premium that should be due thereon And Your Orator further Shews that the Amount of the said Mortgage Respondentia Bondor Obligation was Conditioned to be paid at the expiration of Twenty One Days after the Arrival of the said Ship And Your Orator Shews that the said Ship Dadeley and the said Cargo did Arrive safe in Madras Road after concluding the said Voyage on the Twenty first day of April in the Present Year of Our Lord One Thousand Seven hundred and Eighty Nine and Sum of Twenty One Days Condition for the Payment of the said Mortgage Respondentia Bondor Obligation and the said Premium did elapse on the Twelfth day of the Month of May following on which day Your Orator shews that there was due on the said Mortgage Respondentia Bondor Obligation the Sum of Twelve Thousand and five hundred Pagodas And Your Orator Shews that the said Ibrahimque Noorbey did not pay the said Sum according to the Condition of the said Mortgage Respondentia Bondor Obligation And Your Orator Shews that there is now due thereon the said Sum of Twelve Thousand Seven hundred and fifty four Pagodas seven Fanams and forty Cash as may Appear by Copy of an Account Current and also by Copy of the said Mortgage Respondentia Bondor Obligation hereunto Annexed for the Inspection of this Honble Court to which Your Orator Prays may be Admitted as part of this his Bill of Complaint the Original Whereof being in Your Orators Possession and Ready to be Produced when Required

Required And Whereas Your Orator hath frequently and in an Amicable
Manner Requested Payment of the said Sums of Twelve Thousand Seven Hundred
and fifty four Pagodas Seven Fanams and forty Cash from the said Shalingue Noorbay

Pretends to Justify Majesty Pleas this Honble Court the said
Shalingue Noorbay 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 as in Duty bound will ever Pray
Appear Agreeable to Equity and good Conscience To the End Therefore that
the said Shalingue Noorbay 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 the same may be Deemed to pay unto Your Orator the afore-
said Sum of Twelve Thousand Seven Hundred and fifty four Pagodas
Seven Fanams and forty Cash together with all such Costs Charges and
shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Shalingue
Noorbay to be Summoned and Required by the Provost of Fort Saint George
Town of Madrapatnam and the District thereof Personally to be and
Appear before this Honble Court at a certain Time and Place to be by this
Honble Court Prefixed and Appointed Then and there to Answer this
Your Orator's Bill of Complaint and further to Stand to and abide by
Such Order and Direction therein as to this Honble Court shall Seem Meet

Fort St George the 5th Augt 29

This Bill Must be Answered between this
Days & Returned Into Court Day

Returnable Next Court Day

Hoj Dignity
Mayor

Hoj Dignity
Atty Complainant

Pagodas ... 12754 17 ha

Errors Excepted
Muttu Vencatachellum
Muttu Vencatachellum

Pagodas ... 12754 17 ha

Muttu Vencatachellum

Know all Men By these Presents that I Ebrahimjee Noorbay am held and firmly bound unto Mr. Miguel Joannes in the Penal Sum of Twenty Thousand Star Pagodas Current Money of Madras to the true and lawful Payment whereof I do hereby bind myself my Heirs Executors Administrators and Assigns firmly by these Presents. In Witness Whereof I have hereunto set my hand and Seal dated Madras this first Day of August in the Year of Our Lord One Thousand Seven Hundred and Eighty Eight the two Obligations of this Tenor and Date One of which being Accomplished the other is to be Void.

Whereas the above bound Ebrahimjee Noorbay has this day received of the aforesaid Mr. Miguel Joannes the full and just Sum of Ten Thousand Star Pagodas which Sum is to Remain at Respondentia upon the Ship Dadelay whereof Madinal Saibe now Master or Commander from this Port or Road of Madras to that of Nicobar Rangoon in Pegu and from thence back to this Port at and after the Rate of Twenty five p.r Cent for the Voyage inclusive of Nine Months from the date hereof if longer Pro Rata in Consideration of which the usual Risque of the Seas, Rivers, Enemies, Fires, Pirates, &c. to be run on account of the said Mr. Miguel Joannes and for the further Security of the said Mr. Miguel Joannes the said Ebrahimjee Noorbay doth hereby covenant and agree for him Heirs, Executors, Administrators or Assigns to Mortgage and Assign over to him the said Mr. Miguel Joannes the said Ship Dadelay and the Several Lanes and Merchandize Laden or to be Laden on the said Ship Dadelay which said Ship Dadelay and Several Wares and Merchandize with their Produce are thus Mortgaged and Assigned over, and are to be Answerable for no other over Charges whatsoever, till Payment of this Bond be made with the Premium that may become due thereon.

Now the Condition of this Obligation is such, that if the above bound Ebrahimjee Noorbay shall well and truly Pay or Cause to be Paid unto the said Mr. Miguel Joannes his Heirs Executors Administrators or Assigns, the full Amount of this Bond and the Premium due thereon, at the Expiration of Twenty One Days over and above the Loss of the said Vessell (unless the Risque should forbid) Such an Average as by Customs shall become due on the Salvage, then this Obligation to be Void and of

No Effect, otherwise to Remain in full Force and Virtue.

Signed, Sealed and Delivered
Whereon Stamped Paper is to be had
in the Presence of

Ebrahimjee Noorbay
in the Gujerat Language

True Copy
H.L. Dépiny
Atty. Complainant

In the Honble the Mayor's
Court at Madraspatnam

Between Miguel Joannes of Madras
Merchant Complainant and Ebrahimjee
Noorbay late of Madras Merchant Defendt.

The Affidavit of the said Complainant

Who Deponent Maketh Oath and Saith that
the above Named Defendant stands justly and truly indebted unto
this Deponent in the full and just Sum of Twelve Thousand Seven hundred
and fifty four Pagodas Seven fanams and forty Cash Current Money of
Madras being the Balance of an Account Current bearing date the Thir-
teenth Day of July One Thousand Seven hundred and Eighty Nine Arising
Upon a Mortgage Respondentia Bond or Obligation given and granted
Unto this Deponent by the said Defendant on the first Day of August One
Thousand Seven hundred and Eighty Eight on the Ship Dadelay and her
Cargo for the Sum of Ten Thousand Star Pagodas Copies of which Bond Annexed
unto this Deponents Bill of Complaint filed in this Honble Court on the
Fifteenth Instant And this Deponent further Saith that the Defendant

Saith

hath been within the Jurisdiction of this Honble Court since the Cause of
Action Arose

A true Translate as near as can be taken from the Original
Armenian Language by Denis Philippus Calandar

Mayor's Court at
Madrass patnam

Tuesday the 2d Day of March
Anno Domini 1790

Present
Vincentio Corbett Esquire Mayor
Andrew Ross and James Landon
Aldermen

Between Miguel Sebastino
of Madras Merchant Complainant
and Ebrahimque Noorbay late of
Madras Merchant Defendant

Mayor's Court

L.S.

It Appearing by the Records of this Court that the
Space of Six Months of the Time Limitted in His Majestys Charter for
Elapsed since the Return of the Warrant of Sequestration issued against the
Defendants Effects and that the Defendant has not made any Appearance
in Court to Answer the Complainants Bill This Court doth therefore
think fit to Order and Decree and it is accordingly Ordered and
Decreed that the Defendant shall Pay unto the Complainant the
full and just Sum of Twelve Thousand Seven Hundred and Fifty
four Pagodas Seven Fanams and Forty Cash Pagodas 12754.7.40
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

Dft Cur.

Recd this 15th Augt 1789

To the Honble the Mayor &
Court at Madrasapatnam

Humbly Complaining Shewn Unto this Honble Court
Your Orator Moses Bagram of Madras Merchant That Ebrahimjee Noorbhay late of Madras aforesaid but at Present of Rangoon in the Kingdom of Pegue Merchant Standeth Indebted unto Your Orator in the Sum Current of One Thousand Nine Hundred and Thirty One Pagodas Thirty Nine Fanams and Thirty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Seven Hundred and Seventy two Pounds and Fifteen Shillings or thereabouts Arising Upon a Mortgage Respondentia Bond or Obligation given and Granted unto Your Orator by the said Ebrahimjee Noorbhay in Madras aforesaid under the Date of the Fourth Day of August in the Year of Our Lord One Thousand Seven Hundred and Eighty Eight for the Sum of One Thousand and Five Hundred Star Pagodas Taken up and Received of Your Orator by the said Ebrahimjee Noorbhay at Respondentia and the Ship Dadelay Madras Said Commander from the Port or Road of Madras aforesaid to that of Nicobar Rangoon in Pegu and from thence back to the said Port at and after Rate of Twenty five Per Cent for the said Voyage is Concluded in Nine Months from the Date of the said Mortgage Respondentia Bond or Obligation is longer Prorata And Your Orator Shewith That the said Ebrahimjee Noorbhay did further in and by the said Mortgage Respondentia Bond or Obligation is longer Prorata And Your Orator Shewith That the said Ebrahimjee Noorbhay did further in and by the said Mortgage Respondentia Bond or Obligation Mortgaged and Hypothecated unto Your Orator the Several Monys and Merchandize Laden or to be Laden on the said Ship Dadelay which said Ship Dadelay which said Ship Dadelay and the Same & Effects Merchandize with the Produce Mortgaged and Hypothecated unto Your Orator as aforesaid the said

Ebrahimjee

Ebrahimjee Noorbhay did Covenant and Agree should be Duly Performed True Observance or Purport whatever Full Payment of the said Mortgage Respondentia Bond or Obligation should be made with Premium that should be due thereon And Your Orator further Shewith That the Amount of the said Mortgage Respondentia Bond or Obligation was Conditioned to be paid at the Expiration of Twenty One days after the Arrival of the said Ship And Your Orator Shewith That the said Ship Dadelay and her said Cargo did Arrive safe in Madras Road after Concluding the said Voyage on the Twenty first Day of April in this present Year of Our Lord One Thousand Seven Hundred and Eighty Nine and from of Twenty One days Conditioned for the Payment of the said Mortgage Respondentia Bond or Obligation and the said Premium did expire on the Twenty fifth Day of the Month of May following on which day Your Orator Shewith That was due on the said Mortgage Respondentia Bond or Obligation the Sum of One Thousand Eight Hundred and Seventy five Pagodas And Your Orator Shewith That the said Ebrahimjee Noorbhay did not Pay the said Sum According to the Condition of the said Mortgage Respondentia Bond or Obligation And Your Orator Shewith That there is now due thereon the aforesaid Sum of One Thousand Nine Hundred and Thirty One Pagodas Thirty Nine Fanams and Thirty Cash as may Appear by Copy of an Account Current and also by Copy of the said Mortgage Respondentia Bond or Obligation Severally to be Annexed for the Inspection of this Honble Court But Forasmuch as Your Orator Prays may be Admitted as part of this his Bill of Complaint the Original as he is informed & Believes Your Orator Hopes and is Ready to be Produced when Required And Whereas Your Orator hath frequently and in a Friendly and Amicable Manner Requested Payment of the said Sum of One Thousand Nine Hundred and Thirty Nine Fanams and Thirty Cash from the said Ebrahimjee Noorbhay

But True it is May it Please this Honble Court the said Ebrahimjee Noorbhay 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 Suitable to this Honble Court to hold

Appear

(126)

Agreeable to the Gentlemans Letter of the 6th Instant, Bills on Bengal for Sicca Rupees 1500 at 25 ⅌ Cent Premium, and on Bombay for Rupees 375 at 23 ⅌ Cent Premium, are this Day drawn in favor of Messrs Moses & Bagram, and delivered to their Gomastah Ebrahimjee Noorbhay, who has given Receipt for the same, and also Receipt for the Amount of the Bills, Principal and Premium, which are to be paid to the Gentlemen on the Arrival of the Ship Dudley at Madras.

Fort St George
13th August 1789

Thos. Dallas
Actg Comptroller

Wm Cowper
Actg Accountant

Ebrahimjee Noorbhay in Account Current with Messrs Moses & Bagram — Cr

1788								
August	11th	To the Amount of your Mortgage Respondentia Bond on the Ship Dudley and her Cargo at this Date from the Port of Madras to that of Nicobar Rangoon &c and from thence back to Madras at and after the Rate of 25 ⅌ Cent for the said Voyage (Concluding Nine Months from the Date hereof) if longer Detained		1500	-	-		
1789								
May	12th	To Premium on Do at 25 ⅌ Cent the said Ship Arrived in Madras Road on the 21st April (the Term of 21 days Expired on this Day		375				
				1875	-	-		
August	13th	To Interest on Do from 12th May being 24 Days after the Arrival of the said Ship to this Day is 3d and 1/2 ⅌ Cent ⅌ Annum		36	39	30		
			Pagodas	1931	39	30		

By Balance			1931	39	30
	Pagodas		1931	39	30

Fort St George 13th August 1789

E. & O. E. Moses & Bagram

True Copy
Thos. Dallas
Actg Comptroller

(127)

Knowall Men by these Presents, that I Ebrahimjee Nowbay of Madras Merchant am held and firmly bound unto Mr. Moses Bagram of same Place in the Penal Sum of Three Thousand Star Pagodas Current Money of Madras to the true and lawful Payment Whereof I do bind myself my Heirs Executors Administrators and Assigns firmly by these Presents

In Witness whereof I have hereunto Set my Hand and Seal this Madras this fourth Day of August in the Year of Our Lord One Thousand Seven hundred and Eighty Eight

Whereas the above bound Ebrahimjee Nowbay hath taken up and Insured of the aforesaid Mr. Moses Bagram the full and just Sum of One Thousand and Five Hundred Star Pagodas which he is to Insure and Respondentia on the Ship Dadeley whereof Madina Lubbee now Master Commander from this Port or Roads of Madras to the Port of Nicobar and from the Port of Nicobar to the Port of Rangoon and from the Port of Rangoon back to the Port of Madras at the Rate or Premium of Twenty Five per Cent for the Voyage concluded in Mind Month of Longer prorate in Consideration of which the Usual Risque of the Sea, Rivers, Enemies, Fire, Pirates &c. to be on Account of the said Mr. Moses Bagram and for the further Security of the said Mr. Moses Bagram the said Ebrahimjee Nowbay doth hereby covenant and agree for himself his Heirs, Executors, Administrators or Assigns to mortgage and Assign over to him the said Mr. Moses Bagram the said Ship Dadeley with her Cargo Freight and all other Wares and Merchandize laden or to be laden on the said Ship Dadeley which said Ship Cargo Freight Wares and Merchandize with all their Produce are thus Mortgaged and Assigned over, and are to be Insured to no other Use or Purpose Whatever, till Payment of this Bond is made with the Premium that may become due thereon

Now the Condition of this Obligation is such, that if the above bound Ebrahimjee Nowbay his Heirs Executors or Administrators do truly pay or cause to be Paid unto the said Mr. Moses Bagram his Heirs, Executors, Administrators or Assigns the full Amount of this Bond and Premium due thereon, at the Expiration of Twenty One Days after the Safe Arrival of the said Ship Dadeley to the said Port of Madras or in case of the Loss of the said Vessel (which God forbid) then and Average by Custom shall become due on the Cargo, then this Obligation to be Void

Void and of no Effect, otherwise to remain in full Force and Virtue. Two Obligations made Two of the same Tenor and Date one Accomplished the other to stand Void and of no Effect

Signed Sealed and Delivered
Where no Stamped Papers to be had
in the Presence of
Ariatoon Jacob

J. Shamier

Ebrahimjee Nowbay (L.S.)
in the Guzerat Language

True Copy
H. Dallow
Actg Compt.

Mayor's Court
Madraspatnam

L.S.

Mayor's Court

Tuesday the 2d Day of March
Anno Domini 1790

Present
Vincentio Corbett Esquire Mayor
Andrew Ross and James Landon
Aldermen

Between Moses Bagram of Madras Merchant Complainant and Ebrahimjee Nowbay late of Madras aforesaid but at Present of Rangoon in the Kingdom of Pegue Merchant Defendant

It Appearing by the Records of this Court that the Space of Six Months the Time Limited by his Majesty's Charter for Exhibiting Complaints against Persons Absconding from their Creditors and Concealing their Effects and that the Defendant Ebrahimjee Nowbay late of Madras aforesaid but at Present of Rangoon in the Kingdom of Pegue Merchant Defendant has not made any Appearance in this Court to answer the Complainants Bill This Court doth therefore think fit to Order and Decree

Decreed accordingly Ordered and Decreed that the Defendant shall Pay unto the Complainant the full and just Sum of One Thousand Nine Hundred and Thirty One Pagodas Thirty Nine Fanams and Thirty Cash (1931.39.30) Together with the Interest as now is shall thereafter become due thereon until the full Payment thereof and also all Costs of this Suit

Plm

Filed 6th March 1790

To the Honble the Mayor's Court at Madraspatnam

Between Sir Paul Jodrell Complainant and Hugh Boyd Defendant

The Humble Petition of the said Hugh Boyd

That the Above Named Complainant has Exhibited his Bill in this Hon'ble Court against Your Petitioner touching which he hath Appeared

That Jeremiah Alderton Surgeon in the Service of the Hon'ble Company and Charles Carlisle Captain in the said Service are Very Material Witnesses for Your Petitioner in this Cause without the Benefit of whose Evidence Your Petitioner as his Advised cannot Safely Proceed to the hearing of this Cause And the said Jeremiah Alderton and Charles Carlisle being shortly about to depart from Madras.

Your Petitioner Prays that he may be at Liberty for that purpose to Examine the said Jeremiah Alderton and Charles Carlisle Petitioner's as Witnesses for Your Petitioner in this Cause saving all Just Exceptions

And Your Petitioner as in Duty Bound Shall Ever Pray

Pat Walker
Atty for Petitioner

Filed 6th March 1790

In the Honble the Mayor's Court at Madraspatnam

Between Sir Paul Jodrell Complainant and Hugh Boyd Defendant

The Affidavit of the above Named Defendant

This Deponent Maketh Oath and Saith that Jeremiah Alderton Surgeon in the Service of the Hon'ble Company and Charles Carlisle Captain in the said Service are Very Material Witnesses on his Behalf in the above Cause without whose Evidence this Deponent as he is Advised and Verily believes cannot Safely Proceed to a Hearing and this Deponent further says that the said Jeremiah Alderton and Charles Carlisle are now About to Depart from Madras whereby he may Probably Lose the Benefit of their said Evidence

Pat Walker
Atty for Deponent

Hugh Boyd

Sworn in Court
6th day of March 1790
G. Taylor
Regr

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Fort St. Geo. 6th March 1790

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

The Humble Petition of
Thomas Jones One of the Mace
Serjeants of this Hon'ble Court

Sheweth

That Your Pet'r has Served this Hon'ble Court for-
Upwards of Thirty Years in the Station of a Serjeant, that Your Pet'r is much
Reduced by Age and Infirmities and unable to Attend to the Duties of
his Office — Your Pet'r therefore Most Humbly Prays this Hon'ble Court
Will allow him a Pension for which Act of Humanity Your Pet'r will
in Duty Bound

Ever Pray &c.

Thomas Jones

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Fort St. Geo. 6th March 1790

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

The Humble Petition of John White Gentleman One of
the Attornies of this Hon'ble Court

Sheweth

That at the time Your Petitioner Preferred his Petition to this
Honourable Court to be Admitted an Attorney thereof Your Petitioner
Omitted to Make it Part of the Prayer of his said Petition that he might
be Admitted to Practice as a Notary Publick.

That Your Petitioner has been frequently Applied to
Since his Admission unto this Honourable Court to Protest Bills of
Exchange and to do other Notarial Acts but Your Petitioner by Reason of
his Not having the Permission of this Honourable Court for that Purpose
Was and is incapacitated from Doing such Notarial Acts Your Pet'r
therefore in Humble hopes of the further indulgence of this Honourable
Court

Dated this 6th Day
of March 1790

Humbly Prays to be
Admitted to Practice as a Notary
Publick.

And Your Pet'r will Pray

John White

To the Hon^ble the Mayor Court at Madraspatnam

Humbly Complaining Shew unto this Hon^ble Court Your Orators William Petrie and Alexander Brodie Esquires two of the Executors Named and the last Will and Testament of John Redhead late of Madras Esquire deceased and who have duly Proved the said Will in this Hon^ble Court and Obtained Probate and Stand possessed of the whole burdens and Execution Thereof Named Henry Casamajor the other Executor Named in the said Will having renounced the same That William Thomson Commander of the Ship Calcutta in the Service of the Hon^ble the United Company of Merchants of England Trading to the East Indies drew Two Sets of Bills of Exchange bearing Date in London the fifteenth Day of January one thousand seven hundred and Seventy Eight and Payable at Madras at Forty Days after sight to the Order of George Thomson and David Thomson Esquires the Owners of Bills being for Two Thousand five Hundred and Twenty Six Star Pagodas and the other Set being for One Thousand Eight Hundred and Ninety five Star Pagodas Making together the Principal Sum of Four Thousand Four hundred and Twenty One Star Pagodas which said Sum of Four Thousand four hundred and Twenty One Star Pagodas was paid by the said John Redhead on the twenty fourth Day of July which was in the said Year of Our Lord One Thousand seven hundred and Twenty Eight being the Day on which they became due and Your Orators Shew that the said John Redhead Departed this Life on or about the Sixth Day of October which was in the said Year of Our Lord One Thousand Seven hundred and Seventy Eight without Receiving from the said William Thomson or from any Person on his Account the whole or any Part of the said Sum of Four Thousand four hundred and Twenty One Star Pagodas with Interest thereon became a Debt due to his Estate And the said William Thomson being at that time a Person of good Credit and Reputation the said Sir Eyre and Alexander Brodie were not nor was either of them Solicitous to send any Power to England or to Bengal in Order to Press the Payment or Recovery of the said Sum of Money the more so as they had Reason to Expect that the said William Thomson would Soon afterwards in the Course of his Voyages

Voyages as Commander of the Ship Calcutta be Destined to this Port of Madras Your Orators nevertheless shew that in the Months of January in the Year of Our Lord One Thousand Seven hundred and Eighty the said William Petrie quitted Madras for England on his own Affairs and left the whole burdens of the Affairs of the said John Redhead on the said Alexander Brodie who continued at that Place until the Months of February which was in the Year of Our Lord One Thousand Seven hundred and Eighty three when the said Alexander Brodie also having Occasion to Depart for England on his own Affairs left with Forrester Rose, Henry Redhead and John Tullok of Madras Merchants a Special Power of Attorney Authorising them to Ask Receive and Demand Payment from the said William Thomson of the said Sum of Four Thousand Four hundred and Twenty One Star Pagodas with Such Current Interest as should be then due thereon until full Payment be made by the said William Thomson and having come to Madras except a few Days only in his way to Bengal Previous to the Departure of the said Alexander Brodie at the Time aforesaid Your Orators shew that the said William Thomson returned to Madras in the Month of July which was in the Year of Our Lord One Thousand seven hundred and Eighty three and the said Forrester Rose Henry Redhead and John Tullok having demanded of him Payment of the said Sum of Four Thousand four hundred and Twenty One Pagodas and the Interest due thereon he made Answer that he would with Pleasure discharge his Debt to Mr Redhead's Estate and Requested a Day or Two to make up the Sum he required having Property at and on board the Ships of Madras to a large Amount But the Gentleman found however he embarked on Board his Ship and Put Down of the Road without giving the said Attorneys Satisfaction whatever Regarding the Premises Your Orators further shew that when the said William Thomson was in London sometime in the Year of Our Lord One Thousand Seven hundred and Eighty four Your Orator the said William Brodie and Alexander Brodie who had before that Time Arrived in England demanded Payment of the said Debt due to the Estate of John Redhead and knew the said William Thomson did and that the said Debt was to be liquidated and that he had Orders with it to be Paid and that no Doubt but it was Paid before that Time

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Rd 11 April 1788

To the Honble the Mayor
Court Madraspatnam

Humbly Complaining Shew unto This Honble Court Your Orators William Petrie and Alexander Brodie Esquires Two of the Executors Named in the Last Will and Testament of Johns Redhead late of Madras Esquire Deceased who have duly Proved the said Will in this Honble Court and Obtained Probate and Undertaken the Burthen Thereof the whole Burthen and Execution Thereof Jointly with James Henry Casamajor the other Executor Named in the said Will having Commanded the said William Thomson Commander of the Ship Calcutta in the Service of the Honble the United Company of Merchants of England trading to the East Indies drew Two Sets of Bills of Exchange bearing Date in London the fifteenth Day of January one thousand seven hundred and Seventy Eight and Payable at Madras at Forty Days Sight to the Order of George Thomson and David Thomson Esquires the One set of Bills being for Two Thousand five Hundred and Twenty Six Star Pagodas and the other Set being for One Thousand Eight Hundred and Ninety five Star Pagodas Making together the Principal Sums of Four Thousand Four hundred and Twenty One Star Pagodas which said Sums of Four Thousand four hundred and Twenty One Star Pagodas was paid by the said Johns Redhead on the twenty fourth Day of July which was in the said Year of Our Lord One Thousand seven hundred and Twenty Eight being the Day on which they became Due and Your Orators Shew that the said Johns Redhead departed this Life on or about the tenth Day of October which was in the said Year of Our Lord One Thousand seven hundred and Twenty Eight without receiving from the said William Thomson or from any Person on his Account the whole or any Part of the said Sums of Four Thousand four hundred and Twenty One Star Pagodas whereof the said Sums and the Interest thereon became a Debt Due to his Estate And the said William Thomson being at that time a Person of good Credit and Reputation the said Johns and Alexander Brodie were not nor was either of them Solicitous to send any Powers to England or to Bengal in Order to Press the Payment or receiving of the said Sums of Money the same not as they had Reason to Expect that the said William Thomson would soon afterwards on the Course of his

Voyages

(135)

Voyages as Commander of the Ship Calcutta be destined to this Port of Madras Your Orators nevertheless shew that in the Month of January in the Year of Our Lord One Thousand seven hundred and Eighty the said William Petrie Quitted Madras for England on his own Affairs and left the whole Burden of the Affairs of the said Johns Redhead on the said Alexander Brodie who continued at Madras until the Month of February which was in the Year of Our Lord One Thousand seven hundred and Eighty three when the said Alexander Brodie also having Occasion to depart for England on his own Affairs left with Forster Rose, Henry Redhead and Johns Tullok of Madras Merchants a Special Power of Attorney Authorising them to ask for and demand Payment from the said William Thomson of the said Sum of Four Thousand Four hundred and Twenty One Star Pagodas with such Current Interest as should be then due thereon until full Payment be made to the said William Thomson not having come to Madras except a few Days only in his way to Bengal Previous to the Departure of the said Alexander Brodie at the Time aforesaid Your Orators shew that the said William Thomson returned to Madras in the Month of July which was in the Year of Our Lord One Thousand seven hundred and Eighty and the said Forster Rose Henry Redhead and Johns Tullok having demanded of him Payment of the said Sum of Four Thousand four hundred and Twenty One Pagodas and the then Interest thereon they made Answer that they would do with Pleasure and discharge their Debt to Mr Redhead Estate and requested a Day or two to make up the Sum he requisite having Property at and near the Roads of Madras to a large Amount. But the Moment any Goods were embarked on Board his Ship and Sailed out of the Road without giving the said Attorneys any Satisfaction whatever Respecting the Premises Your Orators further shew that when the said William Thomson was in London sometime in the Year of Our Lord One Thousand seven hundred and Eighty five Your Orator the said William Petrie and Alexander Brodie who had before that Time Arrived in England demanded Payment of the said Debt Due to the Estate of Johns Redhead when the said William Thomson declared that the said Debt was to be liquidated and that he had Orders to Settle the Same and should do so but it was Paid before that

Time

time from his Funds at Madras which Funds Your Orators were assigned & Empowered and now Charged to be in the hands of John Turing of Madras Esquire and the said William Pitts did therefore sometime since return to Madras Demand of the said John Turing Payment of the said Sum of Four Thousand four hundred and twenty One Star Pagodas so due by the said William Thomson to the Estate of the said John Redhead and of the Interest thereon from the said Twenty fourth day of July which was in the Year of Our Lord One Thousand Seven hundred and Twenty Eight

BUT MAY IT PLEASE Your Honble Court the said John Turing Obstinately and Wilfully Refuses to pay Your Orators the Debts due by the said William Thomson to the Estate of the said John Redhead unless the said William Thomson and John Turing or one of them give Your Orators any Satisfaction touching the Premises Wherefore to Discover Answers and Doings of the said William Thomson and John Turing and to the Manifest Injury of Your Orators as Executors of the said John Redhead Your Orators therefore pray a Speedy Relief and that to this Honble Court shall & may appear agreeable to Equity and good Conscience To the End therefore that the said William Thomson and John Turing may upon their Corporal and respective 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 Particularly that the said William Thomson may set forth whether he hath not drawn the said two Sets of Bills of Exchange under date from London the said fifteenth day of January which was in the Year of Our Lord One Thousand Seven hundred and Twenty Eight for the respective Sums of Two Thousand five hundred and Twenty five Star Pagodas and One Thousand Eight hundred and Ninety five Star Pagodas and whether the said two several Bills were not discharged by the said John Redhead in his life time or the said Twenty fourth day of July in the same Year And whether the said William Thomson or any One in his Account hath ever paid the Amount thereof or any Part thereof to the said John Redhead or to any one in his Account and whether he hath not Assured Your Orators the said William Thom-

-son that the said Bills were liquidated from his Funds in Madras and Whether Your Orator the said William Pitts had not Reason to believe they were Actually Discharged from those Funds And that the said John Turing may set forth how far the whole or any Part of the Matters herein before Inquired of have come to his Knowledge and how and in what manner he hath Known them and whether he hath not now in his hands belonging to the said William Thomson Funds sufficient for Payment of the money herein after charged by Your Orators to be due from the said William Thomson to the Estate of the said John Redhead and if he hath not such sufficient Sum for that Purpose that he will declare and set forth what Sum he hath in his hands belonging to the said William Thomson And Your Orators Pray that the said William Thomson may be decreed to pay unto Your Orators the Sum of Nine Thousand five hundred and Sixty four Pagodas and four fanams being the Sum Charged by Your Orators to be due unto them as Executors of the said John Redhead as by Copies of the two several Bills of Exchange and an Account for the Amount due thereon herewith Ready for the inspection of this Honble Court and Prayed by Your Orators to be taken as Part of this their Bill of Complt Mayment fully Appear the Originals whereof are in the hands of Your Orators and Ready to be Produced if Required And that they may have all Interest due or to grow due since the Date of the said Account until full Payment be made And that the said William Thomson may be also Decreed to pay all Costs of this Suit And Your Orators further Pray that the said John Turing may be also Decreed to pay unto Your Orators the said Sum of Nine Thousand five hundred and Sixty four Pagodas and four fanams and all Interest thereon and all Costs of this Suit Out of the Funds in his hands belonging to the said William Thomson or if the said John Turing hath not in his hands Custody Power or Possession a sufficient Sum belonging to the said William Thomson for payment of the said Claim of Your Orators as Executors as aforesaid Against the said William Thomson That the said John Turing may set forth how much he hath and that he be Decreed to pay unto Your Orators such Sum as he hath in his hands Custody Power or Possession belonging to the said

said William Thomson in Part Payment of Your Orators said Claim as Executors as aforesaid against the said William Thomson and of the Costs of this Suit

May it please Your Honble Court to Cause the said William Thomson and John Tuting to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatam and the Districts thereof Personally to be and Appear before this Honble Court at a certain Time and Place to be by this Honble Court Prefixed and Appointed Then and There to Answer this Your 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

L. Popham
Attr for Complainant

11th April 1788
This Bill was shewn to me between the Hours of 10 & 11 o'Clock in the Forenoon
Issue returnable Next Court Day
Sat Call
Senr Alderman

London the 13th January 1778 For Star Pagodas 2326

At Forty Days after Sight Pay this Third of Exchange (first and Second not Paid) to the Order of George Thomson and David Thomson Esquires Star Pagodas Two Thousand five hundred and Twenty six Value here Received which Place to Account as Advised by

Wm Thomson

To William Petrie and James Reddiad Esqr for Fort St George Madras

The Second Omitted to Messrs Jno P. Berard Coulon and Compy Madras Lord Holland the first Sent for Acceptance Mr Otterley to George Smith Esqr

Pay to the Order of Messrs Pourtales and Compy Value Received of them London the 13th January 1778

George Thomson
David Thomson

Pay to the Order of Messrs Jno P. Berard Coulon and Compy Value in Account London the 13th January 1778

Pourtales & Compy

Pay as London do Mannimus Geo. Smith Esq Value and Compt Paid 27 Oct 13 June 1778

Berard Coulon & Compy
George Smith

A true Copy
L. Popham

London the 13th January 1778 For Star Pagodas 1395

At Forty Days after Sight Pay this first of Exchange to the Order of George Thomson and David Thomson Esqrs Star Pagodas One Thousand Eight Hundred and Ninety five Value here Received which Place to Account as Advised by

Wm Thomson

To William Petrie and James Reddiad Esqr for Fort St George Madras

Accepted J. Reddiad June 14th 1778

Paid 13th July 1787 122

Pay to the Order of Messrs Pourtales and Compy Value Received of them London the 13th January 1778

George Thomson
David Thomson

A true Copy
L. Popham

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Captain William Thomson of the Calcutta Indiaman to the Estate of John Dr
Readhead Deceased

1778 July 24th To the Amount of Bills of Exchange drawn by him on Mr Jno. Readhead and William Petrie bearing date London the 13th June 1778 and Payable at Madras at 40 Days Sight to the Order of George and David Thomson Esquires the Owners of the Ship being for Pagodas 2326, and the other Set of Bills for Pagodas 1895. both paid by the late John Readhead at Madras on the 24th July 1778 being the day they became due Making together the Sum of Star Pagodas ..... 4221..

1788 March 14th To Interest on Do. to this day being 9 Y 8 M 10 D at 12 P Cent ..... 3143 4..

Pagodas 7364 4..

Wm Petrie
for Self & Alex.r Brodie
Exec.rs to the Estate of Jno.s Readhead

A True Copy
L. Popham

Filed 2 Dec.r 1788

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

Between William Petrie and Alexander Brodie
Executors of John Readhead Dec.d and Complainants
and William Thomson and John Turing Defendants

The above named William Petrie Maketh Oath and Saith that the above named William Thomson is indebted unto the Estate of the above named John Readhead in the Sum of Nine Thousand Five hundred and Sixty four Star Pagodas four Fanams with Interest thereon from the fourth day of March Last Past and this Deponent further Saith that the said William Thomson hath been within the Jurisdiction of this Hon.ble Court since the Cause of Action arose And this Deponent further Saith that when the said William Thomson and this Deponent were in London some time in the Year of Our Lord One Thousand Seven hundred and Eighty four the said William Thomson declared to this Deponent that the said Debt was to be liquidated and that the Bond Ordered it to be Paid and that he had no doubt but it was Paid before that time from the Funds at Madras

Wm Petrie

Sworn in Madras
this 16th day of August 1788

Before me
John Mengies Alderman

Filed the 2d June 1738.

The Answer of Edwd Turing of Fort Saint George Esquire Defendant to the Bill of Complaint of William Petrie and Alexander Brodie Executors of the Last Will and Testament of Edwd Redhead late of Madras Esqr Deced Complainants against Edwd Turing and William Thomson

This Defendant Now and at all Times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Insufficiencies in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is Advised is material for him this Defendant to Answer unto Doth Answer and Saith That he is not Directly or indirectly indebted to the said William Petrie and Alexander Brodie or unto any other Person or Persons as Executors of the said Edwd Redhead Deceased or otherwise in the Sum of Nine Thousand four hundred and Sixty five Pagodas and four Fanams nor in any other Sum or Sums of Money whatsoever, Nor have the said Complainants shewn any just Reasonable or Legal Cause why he should be called upon to Account or be made Responsible for the said Sums for that Reason and Set forth in the said Bill of Complaint, or any other Account, But as the Complainants have filed their Bill of Complaint on false Grounds of this being informed and having Knowledge thereof this Defendant Answering thereunto Doth Say, being any way informed or having Knowledge, Except from the Complainants, of the Transactions and Negotiations which the Complainants have Set forth to be Transacted and taken place between the said Edwd Redhead in his Life Time Deceased and the said William Thomson

And this Defendant Doth also deny that the said William Thomson did at the Time mentioned by the Complainants or at any other Time have Cash or Effects in this Defendants hands for the Purpose of Paying off or Discharging the Sum of Four Thousand four hundred and Twenty One Pagodas

And this Defendant doth also deny that he had at the Time alluded to, or that he hath since had or now hath any Funds in his hands belonging to the said William Thomson for the Purpose of paying off and discharging the said Sum and Demand And this Defendant Saith that he hath not at any Time nor any Orders or Instructions from the said William Thomson for the Payment of the Sum Demanded by the said Bill by the Complainant nor any Part thereof This Defendant doth Acknowledge that the said William Petrie had since his Return to Madras as mentioned in the said Bill Demanded Payment from this Defendant of a Sum of Money by him Charged to be due from the said William Thomson, or such Money as this Defendant had in his hands belonging to the said William Thomson, with which Demand this Defendant was Advised he could not be Legally Warranted in Complying and did therefore Decline paying unto him the Same And also for the Causes and Reasons hereunder given and Set forth This Defendant Saith that at the Time that the said William Thomson was about to Depart from Madras to Europe, in October One Thousand Seven hundred and Eighty three, on Board of the Honble Company's Ship the Calcutta, Wherein he was Third Captain, the said William Thomson Did Solicit this Defendant to Accept of a Letter of Attorney from him the said William Thomson Jointly with the George Ramsay now Sir George Ramsay Baronet which this Defendant Did with great Reluctance Consent to, because the only Concern Which the said William Thomson Did leave behind him at Madras were two Note of hand, the Amount whereof this Defendant has since Received, and two Law Suits, One whereof he was Complainant against Bayard Scottow and Dudlin the other Defendant at the Suit of Mackenzie at Calcutta by his Attorney Lawrie Anson, respecting the former of which he did not Know any Instructions, but that in Case he should Prevail in his Demand Against the said Bayard Scottow, that he this Defendant Should Lay out at Interest what Sum soever he might Recover therefrom, And did afterwards direct that the Same should be Remitted to China

That

That the Bill of Complaint in the said Suit against the said Bryan Scotney was brought, was afterwards Amended, But some Accommodation, And Thereafter nevertheless Take Place Respecting the Same, Between the Defendt and the said Bryan Scotney, whereby the said Bryan Scotney did agree to pay unto the Defendant the Amount of the said Suit the Sum of three Thousand five hundred and Ninety five Pagodas Fourteen Fanams and Twelve Cash And the Defendant Shews that he hath Received from the said Bryan Scotney on that Account and Partly, for Interest the Sum of three Thousand seven hundred and Seventy four Pagodas, One Fanam and Twelve Cash up to the Seventeenth Day of the Month of November One Thousand Seven hundred and Eighty Six, And Therefore did pay the Sum of One Thousand One hundred and Three Pagodas and Thirty six Fanams for the Expenses of the aforesaid different Law Suits And the Defendant further Shews that soon after the aforesaid Matters had and Rested as aforesaid the Defendant was informed that the said William Thomson had been Publickly declared a Bankrupt and had been Proved, and that Publick Notice had been Given thereof in the Gazette Which the Defendant Really doth believe to be true, all the Interest and Possession of further Satisfaction and Proof thereof, Shall be by Equable Information that the said William Thomson had been Publick by declared a Bankrupt and had been Proved, And that Publick Notice had been given thereof in the Gazette Which the Defendant Really doth believe to be true, all the Interest in Possession of further satisfaction and Proof thereof, Shall be by Equable Information from Different Persons at Madras, and Particularly that a power of Attorney was last Year transmitted from the Assignees of the said William Thomson's Estate, to the House of Messrs Pelling and Desfirmand Company at Madras, which they declined Accepting By which the Actual Bankrupcy of the said William Thomson the Defendant is Advised That the Personal Estate of the said William Thomson is become Assigned and

and made over to Assignees, in whom the Same is by Law Vested for the Benefit of his the said William Thomson's Creditors, And therefore the said William Thomson must have been Obliged to conform to the Directions of the Statutes of Bankruptcy by Making a full Discovery of all his Estate and Effects, as well Real expectancy as in Possession, And therefore whatever the said William Thomson did expect from the issue and Result of the said Law Suit Against the said Bryan Scotney and his Rights of Action therein Must According to Law have been included and made Part of his Estate So Assigned, And the Defendant did and doth thereby become Responsible to the Assignees for the said Sum of Money had and Received from the said Law Suit against the said Bryan Scotney, as being so much of his the said William Thomson's Estate Assigned to them And the Defendant Saith, that it is unquestionable that the said Assignees will Repeal the Powers they and he their Place by the Ships of last Year, by the Ships of this Year, in the Name of some other Person or Persons to whom the Defendant will be Obliged by Law to pay whatever Money he may have in his Hands belonging to the said Estate of the said William Thomson That the aforesaid are the Causes, and Reasons thereupon for his not paying the said Sum of Money into the hands of the Complainants or unto any other Person or Persons, without being thereto Authorized by the Assignees of the Estate of the said William Thomson or by some Person by them duly Authorized and Appointed

And the Defendant Saith that besides the aforesaid Sum of One Thousand One hundred and Three Pagodas and Thirty six Fanams Paid by the Defendant for the Expenses of the said Law Suits on Behalf of the said William Thomson, he hath Paid and Advanced for and towards the Defending of the present Suit instituted against him by the Complainants the Sum of Two hundred Pagodas, which Reduces the Sum in the Defendants hands belonging to the Estate of the said William Thomson to the Sum of Two Thousand four hundred and Seventy Pagodas Seven Fanams and Twelve

Cash

Cash, as may more Particularly and at large Appear by an Account Current hereunto, Annexed Exhibited this Defendant and the Estate of the said William Thomson, which this Defendant Prays may be Admitted as part and Parcell of this his Answer—

And this Defendant to the several Interrogatories Exhibited by the said Complainants in the said Bill, this Defendant Saith That, this Defendant any Part of the Matters, Touching which the said William Thomson is Interrogated in the Complainants Bill, Save and Except to his Knowledge further than by information from the Complainants and such Matters as he hath and doth herein Set forth and Declare— This Defendant Saith That he hath in his hands the Sum of Two Thousand four hundred and twenty Pagodas Seventy Fanams and Twelve Cash, the Balance of the Account Current hereunto Annexed and before Referred to, and no more, belonging as he believes to the Estate of the said William Thomson Deceased as to Trustees for the Benefit of the said William Thomsons Creditors in Consequence of his having become a Bankrupt—

And this Defendant Humbly Refers the Premises to this Honble Court for their Consideration and Judgement—

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 Dismissed with his Reasonable Costs and Charges in this Behalf most Wrongfully Sustained—

Madras 2d June 1788—

Sworn to before me
this Day
Edwd Gannon
Mayor

John Turing

Hy Dilley
Attz Defendt

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The Estate of Capt. William Thomson in Account Current with John Turing Esqr

1786								
Dec.	1	To Cash Paid Mr Lawrence Taylor Regist. Court Exchr			1576	12	12	
1787								
May	7	To Cash Paid Mr Thomas Langley Attorney at Law			1002	-	-	
1786								
May	16	To Cash Paid Mr Henry Dundas Langley Attorney at Law Charges			154	-	-	
Dto	20	To Cash Paid Mr Henry Dundas Langley Attorney at Law Charges			250	-	-	
Dto		To Cash Paid Mr Lyon Stephenson Attorney at Law			172	30	-	
					3174	42		

Errors Excepted
Madras 2d June 1788
John Turing

1786								
Dec.	1	By Cash Taylor Regist. Court Exchr			107	2	-	
1787								
May	20	By Cash Thomas Langley Attorney at Law			324	16	-	
1786								
May	16	By Cash Henry Dundas Langley Attorney at Law			361	24	-	
Dto	20	By Cash Lyon Stephenson Attorney at Law			100	-	-	
					1102	36	-	
		By Cash Allowed Mr Thomson Deceased			200	-	-	
		By Cash Paid Mr Thomson Deceased			1303	36	-	
		By Balance			2670	24	12	
1788					3174	42	12	
May	31	By Balance						

Errors Excepted
Madras 31st May 1788
John Turing

Filed 26th Augt 1788

The Replication of William Petrie and Alexander Brodie Esquires Executors of the last Will and Testament of Lohn Redhead Late of Madras Esquire Deceased Complainants to the Answer of Lohn Turing of Fort Saint George Esquire Defendant in the Cause of William Petrie and Alexander Brodie against Lohn Turing and William Thompson

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 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 insufficient in the Law to be by these Replicants replied unto for divers Manifest Imperfections and Insufficiencies therein contained the benefit of Exception whereunto being now and at all times saved unto these Replicants they these Replicants for further Replication say that they do insist and will Maintain that the said Lohn Turing and William Thompson are Justly and Truely indebted unto these Replicants as Executors aforesaid in the full and just Sums of Nine Thousand five hundred and Sixty four Pagodas four fanams as set forth and stated in these Replicants Bill of Complt and the Accounts thereunto annexed and for further Replication these Replicants say that from what is stated in the Bill of Complaint as well as from the Bills of Exchange themselves now in the possession of these Replicants it is evident and Truly that the Defendant William Thompson is indebted to these Replicants in a manner as is charged in the Bill of Complaint but that he and the said Lohn Turing had Ordered it to be paid from his funds at Madras which funds can be no other than and therefore these Replicants

of the Defendant Lohn Turing and therefore these Replicants humbly insist that the said Lohn Turing Ought to be Decreed to pay unto these Replicants the Sum of Two Thousand four hundred and Seventy Pagodas seven fanams and Twelve Cash which he the Acknowledges now to be in his hands as also the further Sum of Two hundred Pagodas which he has said unto his Attorney at Law Subject to even the before mentioned Costs as the said Lohn Turing may incur in filing His Answer before this Honble Court

These Replicants further say that the Laws respecting Bankruptcy are Local and in no wise extend to Asia and therefore the pretence of the Defendt Lohn Turing respecting the said William Thompson being a Bankrupt is not founded in Law nor has this Court any thing to do therewith and these Defendt further Answering Say that previous to the time the said William Thompson had Appointed the said Lohn Turing his Attorney to Appear by the Bill of Complaint and that he had Acknowledged to the Attorneys of these Replicants that he would Discharge his debt to them and Requested a day or two to make up the Sum and did further Appear by the Bill of Complaint that since his having Appointed the said Lohn Turing his Attorney that the debt in Question was to be liquidated and that he had Ordered it to be paid and that he had no doubt but it was paid before that time from his funds at Madras, which funds these Replicants charge to be the very funds now in the hands of the said Lohn Turing and they humbly insist that from the Assurance of the said William Thompson to the Attorneys of these Replicants previous to his Appointing the said Lohn Turing his Attorney and the Assurances to these Replicants in London since the said Appointment the instructions of the said William Thompson to the said Lohn Turing can have been given with No other View than to avoid the Payment of a just Debt avowedly and by him to these Replicants and in a fraudulent manner to divert into another Channel a fund which by his own Declaration the said William Thompson intended for Payment of his Debt to these Replicants and they further say that they have been informed a Compromise of certain Matters in Dispute between the

the said William Thomson and Bryan Seatony stated for Lord Edward George Esquire was sent for at the very time the Attorneys of these Replicants demanded the Payment from the said William Thomson of the Money he Owed these Replicants and that the said Bryan Seatony made a tender of Paying to the said William Thomson a certain Sum which the said William Thomson did not think Adequate to his Claim and gave instructions in consequence to his Attorney at Law to institute a Suit against the said Bryan Seatony for the Amount the Claimed from him from which circumstance these Replicants have an additional Ground to Object or at least to conjecture with some confidence that the said Sum Which the said Bryan Seatony and which by the Answer of the said Colonel Turing he as the Attorney of the said William Thomson afterwards received from the said Bryan Seatony and in Reply he had been stated by the Defendant Colonel Turing of a Power having been last Year sent to Messieurs Billing and De Fries which they refused and that a suit in Law May be expected by the Siege of this Season these Replicants say that the Debts and Effects Recoverable within the Jurisdiction of this Court by the Payment of the said Bills of Exchange at Madras for Account of the said William Thomson and that therefore the Property within the Jurisdiction of this Court is liable to the payment of the said Debt and while more especially is that individual Property in the hands of the said Colonel Turing because the same Appears to have been particularly intended as a Fund for Payment of these Replicants whose claim Accrued Amount to a third part of the Sum for which the said William Thomson and the said Bryan Seatony and which they Colonel Turing Expected to receive from him all this as Appears by the Account rendered Annexed to the Answer of the said Colonel Turing there was in his hands previous to the filing of these Bill of Complaint by these Replicants Only the Sum of Two Thousand five hundred and Seventy Pagodas seven fanams and Twelve Cash

All

All which Matters and things these Replicants are Ready and willing to Prove they therefore pray in like manner as in and by their Bill they have already Prayed Namely that the said Colonel Turing may pay unto these Replicants the said Sum of Two Thousand five hundred and Seventy Pagodas seven fanams and twelve Cash being the Sum Acknowledged to be in his hands before the filing of the said Bill of Complaint by these Replicants Subject Nevertheless to the Costs how which the said Colonel Turing may be liable for filing his Answer thereto

L. Popham
Atty for Replts

Filed the 23d Sept. 1788

The Rejoinder of Colonel Turing
of Lord George Esqr to the Replication of
William Petrie and Alexander Brodie
Executors of the Last Will and Testament
of Colonel Redhead Deceased

This Defendant Now and at times hereafter saving
and Reserving to himself all and all manner of benefit and Advantage
of Exception to the many Untruths Insufficiencies and
Imperfections in the said Replication contained for Rejoinder thereunto
saith that all and singular the Matters and things in this Defendants
Answer to the Replicants Bill of Complaint set forth are good true certain
and sufficient in the Law to be Replied unto and such manner and form
as the same are therein and thereby Alledged and set forth and that the said
Replication is Very Untrue evasive and Insufficient in the Law and for
Further Rejoinder to the said Replication this Defendant doth Allow that
he is indebted unto the said Replicants as Executors Named in the Last
Will and Testament of the said Colonel Redhead Deceased or otherwise in the
Sum of Nine Thousand five Hundred and Sixty four Pagodas and four
fanams

Pagodas or in any Sum or Sums of Money whatsoever, And he doth deny that the Replicants have justified their said Charge by their Bills of Complaint by the Account Current or by the Bills of Exchange or by any other Matter therein Contained or thereunto Annexed And this Defendant Saith That he hath Received in his Answer as he doth by this his Rejoinder that he was informed or had Knowledge except from the Replicants of the Transactions and Negotiations by the Replicants set forth to have taken place between the said John Redhead deceased in his lifetime and this Defendant William Thomson And that he had not at any time Received any Order or Instructions from the said William Thomson for the Payment of the Sum demanded by the said Bill or any part thereof

And this Defendant Saith That it is immaterial to him to know whether the Balance of Two Thousand four hundred and Eleven Pagodas Eleven Fanams and Twelve Cash in his hands Received on Account of the said William Thomson as set forth in his said Answer is paid, but having been called upon to pay the same it was a Duty in him to lay before the Court the Circumstances under which the same did come to his hands, as also what had come to his Knowledge of the said William Thomson having become a Bankrupt since his Return to Europe And likewise that from the Consequences of such Bankruptcy he this Defendant was not at Liberty to pay away the said Money without Authority And this Defendant Saith He has This his Answer hath so fully and Amply set forth as was necessary for him so to make to any further Rejoinder unto the said Replication except by referring thereto

All which Matters and things this said 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

Hy Dis Ray
This Defendant

Interrogatories to be Administered to such Witness as shall be Produced Sworn and Examined in a Certain Cause now Depending and at Issue in this Honble the Mayors Court at Madrass patnam Wherein William Petrie and Alexander Brodie Esquires Executors of the Last Will and Testament of John Readhead late of Madras Esquire Deceased are Complainants and John Turing of Fort Saint George Esquire and William Thomson are Defendants

On the Part and behalf of the Complainants

To all the Witnesses &c.... Do You Know the Parties Complainants and Defendants in the Title of these Interrogatories Named Or Any & how long have You so Known them or either and which of them Declare

To Patrick Buat Capt. Hall ... 2 .... Are You or Was You at any time acquainted with the Hand Writing of William Thomson Commander of the Ship Calcutta in the Service of the Honble the United Company of Merchants of England Trading to the East Indies If Yea Look at the Paper Writing now Produced and Shewn to You at this the time of Your Examination Marked with the Letters A. and B. Purporting to be two Original Bills of Exchange Drawen by the said William Thomson on John Readhead and William Petrie bearing Date in London on the fifteenth day of January which was in the Year of Our Lord One Thousand Seven Hundred and Twenty eight and Payable at Madras at Forty days after sight to the Order of George and David Thomson the One Marked A. for Two Thousand five hundred and Twenty five Pagodas and the other Marked B. for one Thousand Eight hundred and Ninety five Pagodas Is not the Signature "William Thomson" in and Subscribed at the foot of the said two Bills of Exchange the Proper hand Writing of the said William Thomson

Henry Readhead and John Turing ... 3 .... Were You or were You not Present together with Fourteen Rese

Resolate of Madras Merchant Appointed by the above Named Alexander Brodie as his Attorney Previous to this Days Date Sworn at Madras to manage the Affairs of John Redhead Esq.r & Wm. Petrie & Alex.r Brodie Esq.rs Absent & Absent Partners & William Thomson Esq.r Deceased & Resident at Madras in the Month of July which was in the Year of Our Lord One Thousand Seven Hundred and Eighty three or Seven Years ago & Did Receive & Did Answer & Give Payment of Two Bills of Exchange Drawn by him on John Redhead & William Petrie to the Order of George & David Thomson the One for Pagodas Two Thousand five Hundred & Twenty Six & the other for Pagodas One Thousand Eight Hundred & Ninety five & the First Endorsed Each Thereof & Year & Look at the Two Bills of Exchange now Produced & Marked A & B Respectively & Say Whether they are or are not the same Bills which he did Receive & did Answer & Promise to Discharge the same or what other Answer did he give & did he or did he not afterwards embark on Board his Ships & Sail out of the Roads without Giving You any Satisfaction whatever & State the whole fully to the best of Your Knowledge Remembrance & Belief

To all the Witness 4.th Do You know of any other Matter or Thing Cause You to Say or Depose any Thing touching the Matters & Questions in this Cause that may Tend to the Benefit or Advantage of the Complainants & Read & Declared the same as You Know have Heard & do Believe Together With Your Reasons for such Your Belief as fully clearly & effectually as if You had been Thereunto Particularly Interrogated

S. Popham
Attorney for Compl.ts

London the 13.th January 1778 For Star Pagodas 2526 net

Paid to the Order of George Thomson & David Thomson Esq.rs Star Pagodas Two Thousand Five Hundred & Twenty Six Value her Received & which Place to Account as Advised by

To William Petrie & John Redhead Esq.rs Fort St. George Madras

Wm Thomson

The Second Remitted to Messrs. Jas. Bevard Coulon & Comp.y & Messrs. Lord Holland & the first Sent for Acceptance per Asterley to Geo: Smith Esq.r

Pay to the Order of Messrs. Pourtales & Comp.y Value Received & Place to Account

London the 13.th January 1778

George Thomson
David Thomson

Pay to the Order of Messrs. Jas. Bevard Coulon & Comp.y Value in Account

London the 13.th January 1778

Pourtales & Comp.y

Payés a Londres de Monsieur Geo. Smith Valeur en Compte Pound.s 1.13.

Juin 1778 Bevard Coulon & Comp.y

George Smith

This Exhibit Marked A was shewn to Patrick Bent Thos. Mallard Henry Readhead at the Respective Times of their Examination before me on the Part of the Compl.ts in a certain Cause now Depending in the Court of the Hon.ble the Mayor's Court at Madrapatnam wherein the said Wm. Petrie & Alex.r Brodie Compl.ts and Peter Turing and William Thomson Defend.ts was on the 3.d day of April & 20.th & 29.th Day of July Anno Domini 1789

Joseph Shawe
Ex.r

London the 15th January 1778 For Star Pagodas 1893. At Forty Days after Sight Pay this first of Exchange to the Order of George Thomson and David Thomson Esqrs Star Pagodas One Thousand eight Hundred and Ninety five Value how Received Which Place to Account as advised by

To William Petrie and James Rodhead Esqrs for Fort St George Madras

Accepted payable at Messrs Reads 1778

J. Rodhead

Wm Thomson

Wm 15th July 1787

Pay to the Order of Messrs Dundas and Campbell Value Received of Thom London the 15th January 1778

George Thomson

David Thomson

This Exhibit Marked B. was shewn to Patrick Dunn, Thos Hall and Henry Readhead at the respective times of their Examinations before me and the Part of the Compts Jona Curtois Cause now depending in the Kings Court the Mayors Court at Madras wherein the said William Petrie and Alexr Brodie Compts and John Turing and William Thomson Defendants was and that 3d day of April and 22d and 29th day of July Anno Dominii 1789

Joseph Shaw

Ed

Mayors Court at Madras

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

Between William Petrie and Alexander Brodie Esquires Executors of the Last Will and Testament of John Readhead late of Madras Esquire Dec.d and Complainants and John Turing of Fort Saint George Esquire and William Thomson Defendants

On the Part of the Complainants

Court as followeth —

Mr Henry Readhead Merchant of Madras Aged Twenty Six Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainants was on the Twenty Ninth Day of July One Thousand Seven hundred and Eighty Nine Sworn before the Office of Mr Henry Du Pury who is Attorney for the Defendants by One Jeremy Stewart who also Interpreted the Matter of the Name Style and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth viz.t

1st ..... To the first Interrogatory this Deponent saith That he doth know the Complts William Petrie in this Cause, and that he hath been known him about Three Years and that he doth know the other Complt Alexander Brodie in this Cause, and that he hath been known him about Two Years and that he doth know the Defendant John Turing in this Cause, and that he hath been known him about Two Years — and that he doth know the other Defendant William Thomson in this Cause, and that he hath been known him about Two Years — And answereth he said Must to this first Interrogatory

2d ..... To the third Interrogatory this Deponent saith That he was Together with the Late Testator Rose late of Madras Merchant Appointed by the above Named Alexr Brodie as his Attorney, Previous to his departure from Madras to Manage the Affairs of Jno Readhead Esqr And further saith he believes that William Thomson came to Madras in the Month of July, which was in the Year of Our Lord One Thousand Seven hundred and eighty three. This Deponent saith, that he did demand of him Payment of two Bills of Exchange drawn by him the said William Thomson on Jno Readhead and William Petrie to the Order of George and David Thomson, the One for Pagodas Two Thousand Five Hundred and twenty Six And the other for Pags One Thousand eight Hundred and Ninety five, and the Said Interest Due thereon, and further saith that he shall look at the two Bills of Exchange now Produced Marked A & B. Respectively — and Says, that this certain the Bill Marked B. with this Brothers Acceptance to the same and firmly believes the other also to be the Same

Same. This Deponent saith that he attended the said William Thomson at his House in St Thomé Street about Eight o Clock in the morning, when he was so ill as to have in the strongest terms, his great uneasiness at not having Exchange this Bill to his Brother Estates Considerable time before, but that he should Now desist, & would call Him several times to a large amount Due to him from Different Persons in this Place to enable him to do so — to Particular this Deponent believes, he mentioned the Names of Messrs Darke and Scott, and Requested that he might be furnished with this Account the Next Day

To the best of this Deponents recollection, he the said William Thomson went out To Mr Jones's House in Quibble Island Either that Evening or early the Next Day, from whence this Deponent understands he went Back to Fort St George & the Calcutta Indiaman, and sailed Out of the Road. This Deponent further says that the Cause of his so Precipitately Quitting Madras was in consequence of a Warrant of Arrest having Arrived there from Bengal for a much larger Sum that he the said William Thomson could Conveniently Answer. And this Deponent saith Not to this or to the last Interrogatory

H. Readhead

Mayor's Court at Madraspatnam } Between William Petrie and Alexr Brodie Esqrs Executors of the Last Will and Testament of John Readhead Late of Madras Esqr Deced and Complainants and John Lining of Fort St George Esqr and William Thomson Defendants

On the Part of the Complainants

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

Patrick

Patrick Burt of the Ship Dublin Aged Twenty eight Years or thereabouts being produced as a Witness in this Cause on the Part of the Complts was on the fifth Day of April One Thousand Seven hundred and Eighty Nine Examined at the Office of Mr Henry Dubuy who is Attorney for the Defendants by Direction of the Court & 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.

1st To the first Interrogatory this Deponent saith He doth not know the Complts William Petrie and Alexander Brodie in this Cause, and that he doth not know the Defendant John Lining in this Cause, and that he doth know the other Defendant Mr Thomson in this Cause, and that he hath so known him Twenty two Years or thereabouts. And answers he said Interrogatory to this first Interrogatory

2d To the second Interrogatory this Deponent saith He hath but a Joint Recollection of the Hand Writing of Mr Thompson Commander of the Ship Calcutta in the Service of the United Company of Merchants of England trading to the East Indies and further saith He has this day looked at the Paper writing now produced and shewn to him at this the time of this examination marked with the Letters A and B purporting to be two Original Bills of Exchange drawn by the said William Thomson on John Readhead and Wm Petrie bearing Date the London and the fifteenth Day of January which was in the Year of Our Lord One Thousand Seven hundred and Twenty eight and Payable at Madras at forty Days after Sight, to the Order of George and David Thomson the One Marked A for two Thousand five hundred and twenty six Pags and the other Marked B for One Thousand eight hundred and Ninety five Pagodas and deems He that the Signature William Thomson set and Subscribed at the foot of the said two Bills of Exchange doth not correspond with the Impression which he has on his Mind of the Hand writing of the said William Thompson and that to the best of his Recollection the said William Thompson in the Note which this Deponent received from him,

Deed

And the Letter P. in the Word Thompson Ends mark'd as said in the Answer to this or to the last Interrogatory

Joseph Shawe Patrick Bunt

Mayor's Court at Madras pleadam

Between William Petrie and Alexander Brodie Esquires Executors of the Last Will and Testament of John Read Head Late of Madras Esquire deceased Complainants and John Turing of Fort Saint George Esquire and William Thompson Defendants

On the Part of the Complainants

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

Capt.n Wall of the Duke of Buccleaugh Indiaman now Aged forty three Years or there abouts being produced as a Witness in this Cause on the Part of the Complainants was on the twenty sixth Day of July One Thousand seven hundred and Eighty three Sworn before the Office of Mr Henry Dudley who is Attorney for the Defendants by Chuse sing Swears who also left him a Note of the Names Title and Places 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 Complt.t William Petrie in this Cause and that he shall or knows him about fifty seven Years and that he doth know the other Complt.t Alexander Brodie in this Cause and that he shall or knows him about fifty seven Years and that he doth know the other Defendant William Thompson in this Cause and that he shall or knows him about Seventy Eight Years And this Deponent Saith as to this first Interrogatory

2

2 ..... To the second Interrogatory this Deponent saith that he is Acquainted with the hand Writing of William Thompson Commander of the Ship Calcutta in the Service of the Honble the United Company of Merchants of England trading to the East Indies and that he hath looked at the Paper writing two Letters A & B purporting to be two Original Bills of Exchange drawn by the said William Thompson on John Read Head and William Petrie bearing date in London on the fifteenth Day of January which was in the Year of our Lord One Thousand seven hundred and seventy Eight and payable at Madras at forty days Sight to the Order of George and David Thompson the one Marked A. for two Thousand five hundred and twenty six Pags and the other Marked B. for One Thousand Eight Hundred and Ninety five Pags this Deponent further Saith that the Signature "William Thompson" to and subscribed at the foot of the said two Bills of Exchange is of the Proper hand Writing of the said William Thompson And further saith Ditto to this or to the Last Interrogatory

Joseph Shawe Jno.n Wall

Ex.d

Mayor's Court at Madraspatanam } Saturday the 6th. day of March Anno Domini 1790

Present

Vincentio Ozbett Esquire Mayor
James Call — Edward Gavan
William Webb — Josias Du Pre Porcher
Andrew Ross — Robert Hilford
John Hilford and Henry Chichley Michell
Aldermen

Between William Petrie and Alexander Brodie Esquires two of the Executors Named in the Last Will and Testament of Robert Readhead Late of Madras Esquire Deceased Complainants and William Thompson Commander of the Ship Calcutta in the Service of the Honble Company and Isbon Turing of Fort Saint George Esquire Defendants

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 Bills of Exchange and an Account Annexed, Affidavit of William Petrie, the Answer of the Defendant Isbon Turing, the Replication, the Rejoinder, the Interrogatories and Depositions on the Part of the Complainants with the Two Bills of Exchange Annexed Due Hearing the Pleadings made Use of by the Attornies and mature Consideration

Consideration had thereon This Court doth think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant Isbon Turing do Pay unto the Complainants as the Executors of Robert Readhead Deceased the full and just Sum of Two Thousand Four Hundred and Seventy Pagodas Seven Fanams and Twelve Cash Pagodas 2470. f. 12. being the Sum Acknowledged to be in his Hands at the time of filing his Answer belonging to the Estate of William Thompson subject Nevertheless to such further Costs as the said Isbon Turing may be liable to Pay for filing his Answer thereto and above the Sum of Two Hundred Pagodas Acknowledged by the Account Annexed to his Answer as Advanced to his Attorney on Account of this Suit and in case the Costs of Suit do not Amount to the Sum of Two Hundred Pagodas that the Difference be Added to the above Balance and Paid to the Complainants

Filed 6th Feby 1790

To the Honble the Mayor's Court at Madraspatanam

Humble Complaining Shewe Unto this Honble Court Your Oratrix Madwell Luzia by her Attorney Francis Layton of Madras Inhabitant That Pungaulatee Raumee of the same Place Inhabitant Stands indebted Unto Your Oratrix in the full and Just Sum of One Hundred and Twenty One Star Pagodas Seven Fanams and Sixty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty Eight Pounds Eight Shillings and Nine Pence Thereabouts as will more fully and at Large Appear by the Copies of the Translations of a Bond and Original Account Current as also Copy of a Power of Attorney hereunto

1788 Sept.	13.	To the Amount of Your Instrument Bond bearing Date this Day @ 12 p Ct p Annum	116.	30.	-	1788 Sept.	20.	By Cash Received in Part of the Principal after leaving Bengaula this Instrument to settling the Account thereof to this Day at Your Endorsing upon the said Bond	12.	11.	20.
								By Balance due Sum	104.	18.	60.
		Pagoda's	116.	30.	-			Pagoda's	116.	30.	-
1788 Sept.	20.	To Balance brought forward	104.	18.	60.	1790 Aug.	20.	By Balance due Sum	121.	4.	60.
1790 Aug.	20.	Interest on the this Day in 2 Years @ 12 p Ct p Annum	16.	31.	-						
		Pagoda's	121.	4.	60.			Pagoda's	121.	4.	60.

Fort St. George 20th Aug. 1790

E. E. Exc. Maxwell Esq. Luiza
his Mark

Attest Copy
J. Popham

Know all Men by these Presents that I Luiza Rajah of Bengaula Ramon Pundit of Madras Inhabitant do acknowledge myself indebted and do hereby promise to pay unto the Honble United Company of Merchants of England trading to the East Indies or their Order the Sum of One Hundred and Sixteen Pagodas and Thirty Fanams Current Money of the Coast of Coromandel on demand for Value received and I do hereby bind myself my Heirs Executors and Administrators to pay the same accordingly with Interest at the Rate of Twelve Pagodas per Cent per Annum from the Date hereof

Witness my Hand and Seal this Twenty Fifth Day of September in the Year of our Lord One Thousand Seven Hundred and Eighty Eight

Luiza Rajah of Bengaula

Sealed and Delivered in the Presence of us

Thomas Hodgson
Thomas Parker
Thomas Hodgson

Received the Principal and Interest due on the within Bond in full of all Demands

Fort St. George 20th Aug. 1790

E. E. Exc. Maxwell Esq. Luiza
his Mark

Attest Copy
J. Popham

hereunto Annexed for the Inspection of this Hon^ble Court and Prayed by
Your Oratrix to be taken as Part of this her Bill of Complaint the Original
Whereof amidst the Papers of Your Oratrix's said Attorney and Ready to be
Produced to this Hon^ble Court when required And Your Oratrix further
Shews unto this Hon^ble Court that she hath by her said Attorney and
Attorney frequently and in a friendly Manner requested the Payment of
the said Sum of One hundred and Twenty One Pagodas Four Fanams
and Sixty Cash

But now it is Contended and may it Please this Hon^ble
Court the said Pungaulator Rammen Obstinately and wilfully refuses to
Pay the same or to give Your Oratrix any Manner of Satisfaction touching
the premises Your Oratrix Prays a Genral Relief touching to this Hon^ble Court
shall Appear Agreable to Equity and Good Conscience To the End therefore
that the said Pungaulator Rammen may upon his Corporal Oath (full true
Direct and Perfect Answer Make to all and Singular the Matters and things
herein before Set forth and Alledged as fully Truly and effectually to all
intents and Particularly interrogated and that he may be Decreed to Pay
unto Your Oratrix the aforesaid Sum of One hundred and Twenty One
Pagodas Four Fanams and Sixty Cash with all Accruing Interest as aforesaid or
Shall Else after become due thereon also Costs of this Suit

May it Please this Hon^ble Court to Cause the
said Pungaulator Rammen to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madraspatnam and the
District thereof Personally to be and Appear before this Hon^ble Court
at a Certain time and Place to be this Hon^ble Court Prefixed and
Appointed then and there to Answer this Your Oratrix's Bill of
Complaint and further to Stand to and abide by such Order and ...
Decree

Decree therein as to this Hon^ble Court shall Seem Meet

S. Popham
Att^y for Complainant

3^d February 1790

This Bill was shewn to me between the Days of
Adjournment, the Complainants Attorney having sworn
to the Truth of the Contents 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 Sum-
mons Returnable immediately and a Warrant of
Arrest Issue thereon

Vin^t Corbett
Mayor

Translation of a Bond Dated 13^th Feb^ry 1785

I Pungaulator Rammen Son of Vyenny Aroyan do give this
Bond to Maxwell Lazia Ammaul Viz. That is to Say
In Consequence of my urgent Occasions I have borrowed and Received
of You the Sum of (116 30) One Hundred and Sixteen Star Pagodas and Thirty
Fanams Current Money of Madras which Sum I do hereby engage to repay You
in the Course of two Months with all Accruing Interest as shall or may become
due thereon at the Rate of 12 P Cent P Annum and default of which You are
hereby empowered to recover it by Prosecuting me in the Mayors Court Thus
I have given You this Bond with my free will and Consent

Witness's Signed
Chinguelvarayen
Arnachellum

Marked P. Pungaulator Rammen
Marked Ensigned by the Consent
of P. Pungaulator Ramment

20^th September 1788. Paid in Part of the Principal Sum having Discharged the Interest
by Setting the Accounts thereof to this Day Pags 127 4

A Court Translation cannot be procured from the Malabar Language

Rangnaudom
Interpreter

A true Copy
S. Popham

Province of } Be it Remembered that on this Day came before me
Madras } Maxwell Leigh Esqr Mayor of Madras aforesaid
Thomas Stamped Paper is Exhibited in this Province

Signed Sealed and Delivered
in the Presence of

Maxwell Leigh
Mark

Attest Copy
F. Popham

Feb.y 6th 1790

In the Honble the Mayors Court at Madras

F. Popham

Between Maxwell Leigh by his Attorney Francis Popham of Madras Inhabitant Complainant and Pungaru Latchmanen of this aforesaid Place Inhabitant Defendant

The above named Francis Popham Attorney for the Complt
That the above named Pungaru Latchmanen Defendant
is indebted unto the above named Maxwell Leigh Complainant in the Sum of Pagodas Two Thousand Two Hundred and Forty Seven and Sixty Cash as Appears by the Bill of Exchange Dated the 23d of January 1790 Drawn by the Defendant on Mr Thomas Hall of Madras Merchant Payable to the Order of the Complainant at Thirty Days Sight for the Value Received of Himself which Bill the Defendant refuses to Accept or Pay although Duly Presented for Acceptance and Payment as by the Protest thereof Extended by Mr Thomas Hall Notary Public under his Hand and Seal of Office Duly Appears Wherefore the Complainant Prays that the Defendant may be Compelled to Pay him the Sum of Pagodas Two Thousand Two Hundred and Forty Seven and Sixty Cash with Interest and Costs of Suit

F. Popham

Sworn in Madras this 5th day of Feby 1790

Vinct Corbett
Mayor

Mayor's Court at Madras } Tuesday the 23d Day of March
Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
James Call — Andrew Ross and John Mitford — Aldermen

Between Maxwell Leigh by his Attorney Francis Popham of Madras Inhabitant Complainant and Pungaru Latchmanen of this aforesaid Place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have been issued for the Defendant to Answer the Complaint in this Cause which he has Neglected doing This Court do therefore think fit to Order and Decree and do Accordingly Order and Decree that the Defendant do Pay unto the Complainant the Sum of One Hundred and Twenty One Pagodas Four Fanams and Sixty Cash Pagodas 121. 4. 60. together with the Usual Interest as now or shall hereafter become due thereupon until the Full Payment is made also all Costs of this Suit

Dec.d

Filed in Court 26th Oct. 1727

To the Honble the Mayor & Court of Madrapatam

Humbly Complaining Sheweth unto this Honble Court Your Orator Lawrence Bowden of Fort St. George Merchant and Inhabitant of Madras Inhabitant That Whereas Your Orator on the third day of February in the Second Year of Our Lord One Thousand Seven Hundred and Eighty Seven was Robbed of certain Jewells and Wearing Apparel his Own Proper Goods and Chattels Particulars whereof are hereunto Annexed and Specified in the Annexed Schedule and Prayed to be Admitted by Your Orator as Part of this Your Bill of Complaint, to the Value of Five Hundred Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain One Hundred Pounds and that Things so Robbed there of by Your Orator did Deliver and Deposit there in the Case of Paying Charge and Custody of Recant Letters of Pagoda Value aforesaid Inhabitant Came Timely on or about the Fifteenth day of April in the said Year of Our Lord One Thousand Seven Hundred and Eighty Seven to be Delivered and Returned unto Your Orator When by the said Recant Letters and should Obtain Your Orator Thereunto Required And Your Orator Shews that the said Recant Letters being so Possessed of the said Jewells and Wearing Apparel on Behalf of Your Orator as his Your Orator own Proper Goods and Chattels, and under the Character Cloak of Your Orator Lawrence Bowden Inhabitant of Pagoda and Inhabitant of Madras Merchant did on the Fourteenth day of April or Some time before go to the House of the said Recant Letters and Pagoda and aforesaid, and did Knock and there under certain Pretences to Him Sign and Carry away the said Jewells and Wearing Apparel the said Jewells being contained in a Parcell and the said Wearing Apparel in a Bundle being both Sealed with Your Orator own Seal or Chop and Two Hundred Pellis, all Marked and Numbered as in the aforesaid Annexed Schedule declared to be, And Your Orator Shews that the said Lawrence Bowden did Detain and Keep the said Jewells and Wearing Apparel and did Some time afterwards To Wit the Fifteenth day of September last Past Deliver the Jewells and Wearing Apparel unto James Ames of Madras Merchant in Madras aforesaid, And the said James And Wearing Apparel to be the Proper Goods and Chattels of Your Orator of Right to belong and Appertain Yet they the said James Ames and Lawrence Bowden contriving and fraudulently intending Your Orator of the said Jewells and Wearing Apparel to Deceive and Defraud, have not nor hath either of them Retained the said Jewells and Wearing Apparel or any of them to Your Orator, all tho they have by Your Orator been often Requested to Deliver the Same, But they the said James Ames and Lawrence Bowden afterwards To Wit on the Fifteenth day of September of Madras aforesaid and at other times to their Proper Use did Convert and Dispose of the aforesaid Jewells and Wearing Apparel to the Value of Five Hundred Star Pagodas aforesaid

And Your Orator shews that he hath frequently and in an Amicable Manner Demanded from the said James Ames and Lawrence Bowden the Delivery of the said Jewells and Wearing Apparel

But now so it is May it Please this Honble Court the said James Ames and Lawrence Bowden Obstinately and Wilfully refuse to Deliver unto Your Orator the said Jewells and Wearing Apparel or to pay the Sum of Five Hundred Star Pagodas the Value thereof 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 Ames and Lawrence Bowden may upon their Corporal Oaths fully true direct and Perfect Answer make to all and Singular the Matters and

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 they may be Directed to Answer unto Your Orator the said Jewells and Wearing Apparel or to pay the Sums of Five Hundred Star Pagodas the Value thereof together with Such Interest as shall or may become due thereon also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said James Innes and Lawrence Bowden to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Hon^ble Court at a certain time and Place to be by this Hon^ble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon^ble Court shall Seem Meet

H^y Dillon
Atty Complainant

Particulars of Jewells and Wearing Apparel Referred to in the Bill of Complaint

3	Pairs of Chauvelloo	or Womans Ornament Wearing on the Wrist
1	Do of Varaudy Cadagapatra	or Do Do Bracelet Linked together Wearing on the Wrist
3	Chumjacullaloo	or Broad Beads
5	Chatel Rajahundaloo	or Bracelet
1	Mydar Thauyathalaparoo	or Neck Beads
3	Jadabillaloo	or Ornament for the Head
1	Pair of Chatel Thaara Cadyaloo	or Bracelet for the Head
3	Chavel Doordaloo	or Ear Ring
1	Rembola Cumbey	or Ear Pendants set with Rubies
1	Pair Rembola Cullthal Pauvelee	or Do Do to the Middle Part of the ear set with Rubies
1	Do Rubbee agguee Tumpolee Cuchindu	or Ear Pendant to the Upper Part of the Ear set With Rubies
1	Do Tumpoloo	or Ear Ornament in the form of a Certain flower Set with Rubies
1	Punchara Thuala Moongaraun	or Finger Ring enriched with Jewells Effects
1	Tankoo	or Rings of Stones
1	Ratnaulon Chekna Nullaloo	or Plain Finger Ring
1	Pair of Ratnaulon Chekna Cannaydoo	or Nose Ring set with Stones
1	Jovanamaula yaparoo Rundoo Talaloo	or Ear Rings in the form of a flower
7	Monteallo	or Broad Beads of Double Rows
1	Sarreca Naga	or Pearles
2	Sarreca Paugaloo	or Laced Gowns
1	Sarreca Saudanah	or Do Turbants
1	Sarega Nadecullaloo	or Do Sheet
1	Hamsalah Doppyatee	or Do Girdle
1	Cossumbah Doppyatee	or Silk Sheet
2	Nadecullaloo	or Red Sheet
2	Taffetah Punchalaloo	or Plain Girdles
2	Puttoowonnaloo	or Taffetah Dowatey
2	Calunkaunee Vanee	or Silk Sauces
2	Puttoo Caaloo	or Painted Sauces
2	Puttoo Ejaaloo	or Silk Cawes
2	Calunkaunee Pagaaloo	or Silk Drawers
1	Paudah Pagah	or Painted Turbants
2	Genjam Pealoo	or Plain Turbant
		or Womans Cloth of Genjam

H^y Dillon
Attorney Complainant

Filed the 24th December 1787

The Answer of James Amos and Lawrence Bowden of Madras Merchants and Copartners Defendants to the Bill of Complaint of Cancalayan the Uncalady Late of Negapatnam but late Inhabitant of Madras Inhabitant Complainant

These Defendants Now and at all times hereafter saving and reserving to themselves all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as these Defendants are advised it is material or necessary for them to Make Answer unto These Defendants Answer and say that they absolutely deny to be indebted unto the said Complainant in the Sum of five Hundred Star Pagodas or the same or any part thereof in manner and form as the Complainant in the said Bill of Complaint and the Schedule thereunto annexed have alledged And these Defendants for further Answer say that the said James Amos as Administrator to the Estate and Effects of Tholk. Neganally Cheney Naicker Deceased as Attorney to J. Browning J. Brown and Johannes Schmieman Executors of Veracular Mosulah Late of Negapatnam Esquire Deceased who was a Mortgage Creditor of the said Tholk. Neganally Cheney Naicker was legally authorized to collect and receive all and every the Estate and Effects Goods and Chattles of the said Tholk. Neganally Cheney Naicker wheresoever they should be and of what nature soever they were and the said Estate and Effects being principally at Negapatnam and the said James Amos being settled at Madras he was authorized and empowered the said Lawrence Bowden at that time Master Attendant at Negapatnam to act for him as his Attorney in the premises in consequence of such Authority sold several Houses and Ground and collected divers Effects belonging to the Estate of the said Tholk. Neganally Cheney Naicker and the said Lawrence Bowden having given Publick Notice to all

Persons who knew of any Property belonging to the Estate of the said Tholk. Neganally Cheney Naicker to render an Account thereof Cheney Soubarow Second Son of the said Tholk. Neganally Cheney Naicker waited on the said Lawrence Bowden and said that he knew where certain Jewels the Property of his said Father were deposited and Requested of the said Lawrence Bowden to send a Person with him who might bring the things to the House of the said Lawrence Bowden to be sold among the other things for the Benefit of the Creditors of his deceased Father which the said Lawrence Bowden did accordingly and the said Cheney Soubarow brought two or three Parcels the Contents whereof were at that time unknown to the said Lawrence Bowden soon after which a certain Native Inhabitant of Negapatnam who told the said Lawrence Bowden his name was Uncalady and who he understands to be the Complainant came and claimed the said Parcels as his Property but the said Lawrence Bowden refused to deliver them as they were were Part of the Estate of the said Tholk. Neganally Cheney Naicker and that the said Cheney Soubarow would Prove them to be so and further that he would write to the said James Amos the Administrator for his Orders respecting them and that in the mean time they should be lodged in a Place of Safety the said Lawrence Bowden further saith that sometime during the Months of June last in the Presence of the said Complainant a Sales of the said Cheney Soubarow and of George Isaac Roiseard Esquire then President at Negapatnam and Messieurs Van Lammann and Low the Parcels were opened and all the Articles were examined separately and a List thereof taken by the Claimant and the said Lawrence Bowden and the same were given into that Sales hands of the said George Isaac Roiseard And the said James Amos saith that under the circumstances aforesaid respecting the said Jewels and wearing Apparel having been delivered to the said Attorney the said Lawrence Bowden as well as by reason of an Affidavit of two Persons late Inhabitants of Negapatnam proving their being the Property of the Deceased which Document he the said James Amos by Peter Walker One of the Attornies of this Honble Court and then acting for the Executors of Uncalady Soubarow subsequent to the receipt of a Letter from the said Peter Walker Copy whereof he craves Leave to Annex and pray to be taken as

as Part of his Answer, The said James Ames considered it his Duty to Insert for the Jewels and other things to Madras in order to sell them for the Benefit of the Estate unless it should first be proved to his Satisfaction and of better Evidence than the foregoing that they were Actually the Property of the Claimant and as the best means to Effectualy which the said James Ames Proposed to Lager Nicholas the Younger Son of the Deceased from whom the Complainant Pretends to have Received the Jewels in Part payment of a Debt and in this the Complainant to Perswade that if she would make oath at Trichicanee Pagoda that they Actually were not the Property of his Deceased Father and Did not Constitute a Part of his Estate at the time of his Decease the said James Ames would Give up all Pretensions to them when the said James Ames declares he is still Ready to do upon the same Terms as upon his Oath as aforesaid that he Reduced Possession of the said Jewels from the Effects Left by his Deceased Father he having been Accused by his Brothers of having embezzled the Estate of the Deceased but Truly in this but Divers other Instances and the said James Ames solemnly declares that in order to be Thoroughly Satisfied thereof he did Personally Examine the said Person and was convinced in his own conviction thereby that the Complainant had no right whatever thereto These Defendants say that they Verily believe the Complainant and the said Jacchamacoder the Younger Son of the said Deceased Sholk Negamally Chenny Naicker have Combined Together with a View to Defraud the Creditors of the Deceased of their Claims And these Defendants Humbly Submit that if they were Part of the Estate of the said Deceased they are Subject in the first Instance to the Payment of the Debts of the Estate and the said Lager Nicholas has no Right to dispose of them by any Power whatsoever And the said James Ames shall Humbly propound that the said Lager Nicholas do Lodge Possession of the Effects of his said Father Sholk Negamally Chenny Naicher immediately after his Decease and he shall not Object to the said James Ames any Single Article of which he is to be Possessed The said James Ames saith that he has Secured the said Jewels and Apparel to be Sold by the Sea Gate Register at Public Outcry and that shall Produce thereof being four hundred and Eighteen

Pagodas

577

Pagodas and Thirty Six Fanams is carried to the Credit of the Account of the Estate of the said Sholk Negamally Chenny Naiker and will be exhibited on oath in this Honble Court among the other Articles of Account which have come under the care of the said James Ames as Administrator of the said Estate, The said James Ames Lastly saith that he shall Act Relative to the Premises as Administrator to the best of his Judgment and the said Lawrence Bowden Lastly saith that he shall Act therein only as Agent or Attorney to the said James Ames and to the best of his Judgment and they both Verily believe that the said Jewels and Apparel were Part of the Estate of the said Sholk Negamally Chenny Naiker

All which Matters and Things these Defendants are Ready and willing to prove as this Honble Court shall direct and they therefore pray to be hence dismissed with their Reasonable Costs and Charges in that behalf most Mannerfully Sustained

James Ames

Lawrence Bowden

Sworn in Madras this 24th Day of Decbr 1787 Before me

Edwd John Holland Mayor

F. Pytham Atty for Defendt

Copy of the Letter from Peter Walker to James Ames Referred to in the foregoing Answer

James Ames Esqr

Sir

I am Advised by my Client who has Applied for Letters of Administration to the Estate of the late Negamally Chenna Naycher to Acquaint You that he understands there is a Claim made by some of the people Retained by the hands of Your Attg Mr Bowden by one Vincatadry, I am therefore Requested to

to give Your Notice that the Lovs really belong to the Estate of the late Nagamally Chinna Neyker and You are therefore not to deliver them to any other Person but the Legal Representatives of that Estate.

Sam.l Sir

Your Very humble Servt

P. Walker

Attest Copy

P. Poyham

Atty for Defendts

Filed the 11th March 1788

Replication of Cancula Japan Weer Vencatadry late of Nagapatam but at Present of Madras Inhabitant to the Answer of James Anno and Lawrence Bowdein of Madras Merchants

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 Uncertainties Insufficiencies and Imperfections in the Defendants said Answer contained for Replication thereunto or unto so much thereof as he this Replicant is Advised & Shall Materially Concern him to Make Replication unto, he this Replicant saith That he doth and will Maintain that the said Defendants are justly and truly indebted and are Responsible unto this Replicant, for the Sums of Five Hundred Pagodas in the Manner and how the Account by him set forth in his Bill of Complaint And this Replicant Saith that the said James Anno cannot justify himself by Alledging that he has Administration by him Obtained from this Honble Court to the Estate of Pholk. Nagamally Chinny Naicker, for having deprived this Replicant of his Property in the Manner Complained of by him, because that said Letters of Administration could only give him a right in the Property of the said Pholk. Nagamally Chinny Naicker, but not to the Property of this Replicant which he has in the Jewells in Question, and this Replicant further saith that the said James Anno did Wrongfully Give and Authority, and the said Lawrence Bowdein in executing the Same at the instance of Chinny Seabraw, the Person Named, to be the Second Son of the Deceased, and upon his information of the Jewells in Question being the Property of the Estate of the said Deceased, to be induced thereupon to take and Seize the same and finally to sell and Dispose of them and convert the same to their own use. And this Replicant saith, that the said Defendants did not make the enquiries after the Property of the said Jewells which they should have done, in order to obtain a just and true information thereof. And that if such Necessary enquiries had been made by them, the said Defendants would have been Satisfied and convinced that they were not the Property of the Estate of the said Pholk. Nagamally Chinny Naicker, but that they were the Property of and belonged to this Replicant, And this Replicant saith that the means taken by the Defendants to possess themselves of the said Jewells are inconsistent with the rules of Right and justice, because it doth appear that the Defendants upon the slight information of One of the Sons of the Deceased possessed themselves of the Jewells in Question without making any further enquiry or thinking any further information necessary, not even from the Person from whose Possession they were taken, nor doth it appear that the necessary Attentions were made to the Representations of their injury and Demands of justice made to them by this Replicant, but on the Contrary the Defendants did not only keep Possession after Demand made by him Personally and Demand formally Made by the Means of an Attorney at Law, but did also sell and dispose of them under Pretence of the Property belonging to the Deceased, and that upon No other Ground than the information of One of the Sons of the Deceased, all of Whom the Defendants well Know and State of Opposition and Contention and Law between them since the death of their father. And this Replicant Saith that the Jewells in Question were and are this Property and upon the Legal Evidence of this being in the Possession of Anno & Letters and to whom

this

this Replicant did deliver the same to her or on his behalf and accordingly by the
same having come to his Possession upon good and legal Consideration
and Value Paid and delivered for the same unto Nagamma Wo Jagannaiah
Wo, to whose Daughter this Replicant was betrothed, And this Replicant
saith that in consideration of the said intended Marriage this Replicant
did pay into the hands of the said Nagamma Wo Jagannaiah Wo the Sum of
Five Hundred Pagodas for the Expences of the Wedding, that some unnecessary
Jarre intervened which delayed the celebrating of it, so soon as was intended
which this Replicant to demand back from the said Jagganaiah Wo the
said Five Hundred Pagodas. But the said Jagganaiah Wo said that he had
already laid out the Money in Jewells and Cloaths for his Daughters
Wedding and at the same time delivered unto this Replicant the Jewells
and Effects Marked and Numbered as described in the Schedule
annexed unto his Bill of Complaint and which this Replicant saith
are not nor are any part thereof the Property of the Estate of the said Decand

And this Replicant saith that the said Matter was Carried before
Thomas Lewin Esqr during the time of his being Resident at Nagapatam
But before the same could be determined he left that Place and was succeeded
by George Isaac Horsford Esqr And this Replicant saith that in Order to give
every Satisfaction to the Parties in Regard to the Jewells and Effects
of Same last Past Make Oath to the Truth of this Property in the said Jewells and
Effects at the Pagoda at Nagapatam and did deliver the same into the
Hands of the said George Isaac Horsford a Copy from and Attested Copy of the
Original now in the Hands of the said George Isaac Horsford is herewith
annexed for the Inspection of this Honble Court, which and the Truth thereof
he doubts not to Prove to the Satisfaction of this Honble Court if the same
shall be necessary

And this Replicant saith that the said Jagganaiah Wo did
Making Oath that the Jewells in Question were not the Property of this
father

Father in his Life time, is not any Argument in favor of this having been, but
as the Defendants have thought fit to make Use of the same, this Replicant like
wise Prays to make Use of the like, all this so much stronger Kind, which is that
when Chinny Soobarow was called upon to make Oath at the Pagoda that they
were the Property of his Father, that he Absolutely declined making the Oath
were the Property of his Father, that he Absolutely declined making the Oath

And this Replicant Prays to Observe that the Proposal made by the
said James Annesley to Deliver up the said Jewells and Effects upon such inquiries
Oath to be taken by the said Jagganaiah Wo, do thereby shew that he did not
believe that he had just and legal Right to detain them as the Property of the
Deceased Because if he had been convinced that they were the Property of
the Estate he would not have Parted with the Same in Consideration of Jagganna
iah Wo Perjury, and Screened at the same time have been convinced, that such
a Sacrifice, would not have been legal Justification for his having done so

And this Replicant doth absolutely deny all Fraud and combina
tion whatever in his said Transaction with the said Jagganaiah Wo respecting
the Delivery and Receipt of the said Jewells and Effects, which he denies to be
the Property of the Estate of the said Deceased, And that the Really and Bona fide
Said the said Sum of Five Hundred Pagodas for the Purposes aforesaid and
Declaration this Answer and Affidavit

Humbly praying as in and by his said Bill he hath Already Prayed

All which Matters and Things this Replicant is Ready
and Willing to Aver maintain and Shew as this Honble Court shall direct
and Most humbly Prays as in and by his said Bill of Complaint he hath
Already Prayed

Wm Dillon
Attorney Regt

I Cauculapaty the Annexed Deponent do Solemnly make Oath and Swear as
follows; That I did Advance unto Nagamma Wo Jagannaiah Wo the Sum
of

of Five Hundred fs 500 Pagodas for the Expences of my Wedding with his Daughter but that certain Circumstances having intervened to prevent it's taking Effect at that time, or any time since, I did apply to the said Nagamuttoo Pagamaicken to return me the said Sum of Five hundred Pagodas but as the same had been laid out in Jewells and other Expences preparatory to the said Wedding, he did deliver me certain Jewells and Cloathing part Payment of the said Sum, Particulars whereof in the Gentoo Language are as follows

The Particulars of the Jewells and Cloathes delivered by Caucalagaudy Vencata day by Naugamally Vencanah on Account of fs 500 Five Hundred Pagodas

3 Pairs of Chancutloo	or Womens Ornament Wearing on the Wrist
1 Doz of Jacandy Cadagajaatra	or Do Do Bracelets linked Togeather Wearing on the Wrist
2 Chumpiacullaloo	or Breast Beads
3 Chatel Rajeburndaloo	or Amulet
1 Agda Chauyatholaloo	or Neck Beads
3 Cadabillaloo	or Ornament for the Head
1 Pair of Chatel Vauraca Cadyaloo	or Bracelet for the Heads
3 Chaver Doddoll	or Ear Ring
1 Kempola Summikey	or Ear Pendant set with Rubies
1 Pair Kempola Cultral Pauvell	or Do Do for the Middle Part of the ear set with Rubies
1 Do Rubies upper Kempoloo Chechindee	or Ear Pendant for the upper Part of the Ear set with Rubies
1 Do Kempoloo	or Ear Ornament in the form of a Certain Flower set with Rubies
1 Punchara Thualy Voongaroom	or Finger Ring enriched with five different Kinds of Stones
1 Taukoo	or Plain Finger Ring
1 Rahnaulloo Chechena Nallo	or Nose Ring or with Stones
1 Pair of Rahnaulloo Chechena Carena Pulloo	or Ear Rings in the form of Flowers
1 Pavanamaulalaroo Rendoo Palaloo	or Breast Beads of Double Rows
76 Madiallo	or Pearls
1 Sarega Saga	or Laced Gowns
2 Sarega Paugaloo	or Do Turbants
1 Sarega Saudarah	or Do Sheet

1 Sarega Nadecuttoo	or Do Girdles
1 Hamalah Doppyatee	or Silk Sheet
1 Cassumbah Doppyatee	or Red Sheet
2 Nadecuttoo	or Plain Girdles
2 Jaffetah Punchalloo	or Jaffetah Dovatee
2 Jaffetah Punchalloo	or Silk Sauces
2 Pullovomeloo	or Painted Sauces
2 Calumkauree Vauve	or Silk Sauce
2 Pullooe Caaloo	or Silk Drawers
2 Pulloo Caaloo	or Painted Turbants
2 Calumkauree Pagaloo	or Plain Turbant
1 Caudah Pagah	or Womans Cloths of Ginjaum
2 Ginjaum Vecaloo	

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

Ramgunnaudonga
Interpreter

and I do further Swear, that having so Received the above Cloathes and Jewels I contained the former in a small Parcell, and the Latter in a Bundle, both being Sealed up, and two Mamuls Cloths loose and Separate, Accompanied by my Grand Mother Lamiah Vencanah, I did Deposit the same in the Hands of Doraum Settaraum, and Subabiah and of Nagapatam from whom, some little time after, a Peon and Coorcopoly Belonging to Mr Bowden, did Seize and carry away the same to Mr Bowden, who under certain Pretences, has Retained the my above mentioned Property which I do Possess, and has constantly Refused to deliver up the same to me, I do this Swear According to the Custom of the Malabar this 27th Day of June 1787

So help me God

Signed Caucalagaudy Vencatadry

Sworn to before me at Thuranum Pagoda in due form the above having been first properly Examined

Signed Mookadreeyah Cotavaul

Signed Ruyahcottah
Soobramanyah
Rangayah
} in my Possession

A true Copy from the Original
Geo: A. Hoisard

A true Copy
Hy Dil Pery
Lieut Regt

Filed in Court 16th June 1788

The Amended Rejoinder of James Annis and Lawrence Bowden of Madras Merchants to the Replication of Cavelagan the Pincata day Cabre of Nagapatam but at Present of Madras Inhabitant

These Defendants now and at all times hereafter saving to themselves all and all manner of Benefit and Advantage of Exception to the manifold and insufficiency of the said Replication for Rejoinder say that these Defendants said Answer is true certain and sufficient in the Law to be Replied unto and say as in and by their said Answer they have already said and do and will aver and Maintain all and every thing and things therein to be true and contained in such Manner as therein is alledged and Expressed and these Defendants say that the Replication of the said Complainant is uncertain and insufficient in the Law to be Rejoined unto by these Defendants for divers defects and imperfections therein Contained and for further Rejoinder these Defendants say that it is true that Letters of Administration granted to the said James Annis as Attorney to Bowerin the Brower and Johannes Schumman Executors of Coracuba Mosa Labbe of Negapatam Esquire deceased of the Estate and Effects of Bhola Tegamally Chetty Naicker Deceased as a Mortgage Creditor of the Deceased could give them a right of Property in these Goods only which were the Property of the Intestate and it was under the Conviction which he received as stated in the Answer of these Defendants of the Jewells and Cloathes and Pandiaw being the Property of the deceased that he founded his right of receiving and converting them to the Credit of the said Estate and these Defendants submit to the Consideration of this Honble Court whether this examination of the Second Son of the deceased Namely Chinny Soobaraw at which no one but the said Laurence Bowden and not Mr Maddox being the Jewells and Cloathes was not sufficient to induce these Defendants to believe that the Jewells and Cloathes in Question did belong to the said Estate and they also submit that they were further Warranted in their belief of such Jewells being the Property

of the said deceased by the Claims of the Eldest Son Vencata Soobaraw thereto as Part of such Estate and by the Affidavits stated in the Answer in support of the same Point, all which these Defendants will in due time Prove they also insist that the said James Annis took the utmost Pains in his Power by his personal Enquiries as stated in the Answer to come to the Truth of the right of Property in the said Jewells and Cloathes and that all those Circumstances Appeared to wit the Property to have belonged to the Estate of the said Intestate, upon does the Assertion of the Replicant of having received them from the said Naganally Naganaikalon at all Events to establish the Complainants right thereon, on the Contrary it seems to be a very strong Presumptive Circumstance in support of the said James Annis's right to sell them as the Property of the said Intestate they being received from him so as the very Spot where the Family Property lay — These Defendants do not by any means admit of the Reasoning of the Replicant that the said James Annis having offended to give up the said Jewells in case the said Naganally Naganaikalon would swear they were not the Property of his Fathers Estate was an Argument of his having believed they did not belong to such Estate on the Contrary it was in spite of the fairness of the said James Annis's Conduct while he had a doubt remaining and was searching for every Collateral Circumstance to clear up the point that he should offer to relinquish the Property on the solemn Affidavit of Owner of the Sons of the Deceased that it did not belong to his Father, and the Countenance fully to justify his Conduct in the Premises as well as his Suspicions of a Connideracy between the Replicant and the said Naganally Naganaikalon for had the right of property of the latter been well founded he could not have objected to render an Affidavit to that effect — These Defendants further say that the Jewells and Cloathes were for the most part Old and Wearing Things seemingly Wearing Apparel which is sufficient Evidence that they could not have been the Boys and Cloathes Newly Purchased by the said Naganally Naganaikalon, and these Defendants further say that the said

Said Loys and Cloathes had been Invested with Pearls and Diamonds Wherefore in
April last the Year of Our Lord One Thousand Seven hundred and Eighty Seven
a few days after the Marriage had been given by the Resident's Notification for a
Discovery of the Effects of the said Sheik Naganally Cheeny Naicker and three
Defendants further say that the broken Watches the Jewels which contained the
the said Jewels and Cloathes had Arising profits of the Marriage disbursed
and dissipated the Possession of these Defendants who say that the Replication had
No Just whatever of the said Loys and Cloathes until the day they were
Examined by the Resident of Nagapatam and these Defendant Lawrence
Bowdew when he took an exact List thereof for the Purpose of Aiding his
intended Attack upon these Defendants — These Defendants further say
they have been informed that Naganally Saganaikaloo the Person from whom
the Replicant Pretends he received the said Loys had dwelt at Nagapatam
for Twelve Months before that Time and that he received them from the Wife
of Naganally Jackeramakaloo the Very Person who is Suspected of being the
Principal in embezzling the Property of the Deceased —

These Defendants Lastly Submit that by the Very Words of the
Replicants as Annexed to and Making Part of his Replication he does not
at all Substantiate his Right against these Defendants for the Three Ways —
that no Circumstances having intervened to prevent the Marriage taking
Effect and the Sum of Five Hundred Pagodas which the Replicant had Advanced
to Naganally Saganaikaloo having been laid out in Jewels and other Expenses
Preparatory to the said Wedding the said Naganally Saganaikaloo did Permit
to have Certain Jewells and Cloathes in part Payment of the said Sum Whereas
had the Jewells and Cloathes been Purchased with the Money of the Replicant he
Would have been entitled to have Sworn Positively to the Fact and thereby as far as
Our Evidence went to disprove the Claim of the said James Ames as Administrator
as aforesaid to take Possession and Disposal of the said Jewells —

All which

All Which Matters and Things these Defendants hope to Prove to this
Hon^ble Court and therefore Pray as in and by their said Answer they have already
Prayed —

J. Popham
Att^y for Defendants

Interrogatories to be Administered to such
Witnesses as shall be Produced Sworn and Examined
by Messieurs Ernest William Tallefield, William
Mitchell and Henry Taylor at Nagapatam
Under Commission out of the Hon^ble the Mayor's
Court at Madras patnam in a certain Cause now
Depending and at Issue in the said Mayor's Court
Wherein Laurala Jayanti the Executrix of the Lady late of Naga-
patam but at Present of Madras Inhabitant
is the Complainant and James Ames and
Lawrence Bowdew of Madras Merchant are
the Defendants — On the Part and Behalf of the
Complainant —

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

To Sinnayah Ramdayah & Appiah Leon } 2nd Do You know have You heard or been informed whether the Com-
plainant in the Title of these Interrogatories Named was or was not
Possessed of any and what Quantity of Womans Jewells and Wearing
Apparel some time in the Month of February in the Year of Our Lord One Thousand
Seven hundred and Eighty Seven or whom whether You Know, have heard or been
informed whether the said Jewells were or were not the Property of the said Complainant

or

or of what and what do You know, have heard and do believe was the Value
thereof. 2d Do You know have You heard or been informed, whether the said Compl=
ainant Didor Adiest Relieve and Appoint the Same to the Keeping Charge and
Custody of Poram Sitteram of Nagapatam in whom and where, and when,
and how long after the said Month of February or for what other Account
Cause or Reason.

Do You know, have You heard or been informed, whether the said
Jewells, at or before the Time of their Delivery unto the said Poram Sitteram were
Loose, or whether they were wrapt Tied or sealed or how fastned and Secured and
With what? Declare the same as You know have heard been informed and do
believe Together with the Reasons of and to Your belief.

To Poram Sitteram 3d. Didor Adiest the Complainant in the Title of these Interroga=
tories Named some time in the Year of Our Lord One Thousand seven hundred
and Eighty Seven, Relieve and Appoint to Your Keeping Charge and Custody at
Nagapatam or where, and when any Quantity of Womans Jewells and Wearing
Apparel? and whether the same were or were not the Property of the said Com=
plainant and how do You know that they were or were not the Property of the
said Complainant or any other Person? And what was the Worth and Value thereof
(Look at the Paper Writing now shewn to You, Part whereof is in the Malabar Langu=
age? Do or do not the same contain an Account or List of the said Jewells and
Wearing Apparel so Delivered to You, or any of them, and in what Particulars
do You know or remember the same to differ? Didor Adiest Lawrence Bowden
One of the Defendants in the Title of these Interrogatories or any one and who by
his Order or unto Your House or where for the Purpose of Demanding from You
the said Jewells and Wearing Apparel? And how long after the same had been
Delivered and Appointed as aforesaid by the Complainant as aforesaid? Did You
did You not Deliver the same or any of them? and whether did or did not the
said Lawrence Bowden take away the same? and whether by force or Violence
or any other way and how? and what do You know have heard and do
believe the said Lawrence Bowden Didor has Done with the same

To Vencatachellum Peon
Appapa Peon } 4th Do You know have You heard or been informed whether
Lawrence

Lawrence Bowden One of the Defendants in the Title of these Interrogatories Named,
Didor Adiest some time in the Month of February or when, go to the House of the
aforesaid Poram Sitteram? And Demand the aforesaid Jewells and Wearing
Apparel? and whether the said Lawrence Bowden Didor Adiest take away
the said Jewells and Wearing Apparel from the House of the said Poram Sitteram
and whether by force Violence or how, and in what manner and under what
Pretence? And what do You know have You heard or been informed the said
Lawrence Bowden Didor with the said Jewells and Wearing Apparel and what
is became thereof.

To George Isaac Hoissard Esqr. } 5th Do You know have You heard or been informed of any Dispute
at Nagapatam between the Complainant in the Title of these Interrogatories
Named and Lawrence Bowden, One of the Defendants in the Title of these
Interrogatories Commenced in the Month of June which was in the Year of
Our Lord One Thousand Seven Hundred and Eighty Seven, touching a quan=
tity of Jewells and Wearing Apparel? which the said Complainant Didor
Charges the Defendant with the Keeping and Detaining from him? Whether You
Mason was not at that Time Resident at Nagapatam? Do You know or Rem=
ember what was the Nature of the said Dispute? And what was to Your
Remembrance the Amount of the Jewells in Dispute? Mason was not the
Complainant Required and by whom to make Oath to the Property in the
said Jewells and Wearing Apparel at the Pagoda at Nagapatam? And
Whether was or was not the Making of the said Oath a Condition to Deliver the
said Jewells and Wearing Apparel or on what Account was the same made
by the Complainant

Look at this Schedule or List now shewn to You at this the time
of Your Examination purporting to be an Account of the said Jewells and Wearing
Apparel? whether do You know the same do or do not, to Your Knowledge
or Remembrance contain a true Account of the said Jewells and Wearing
Apparel in Dispute? And what was the Value thereof as You have heard and
have been informed? And whether the English Writing contained in the
Schedule now shewn the Malabar List of the said Jewells is Wollen Woorie

Not

The Deponent further saith that this unacquainted with what became of the Jewells after they were Received by Mr. Bowden

To the 7th and Last Interrogatory this Deponent declares that she hath fully declared every thing she knows touching the above Questions and further the Deponent saith not.

The above Deposition taken before us in Negapatam this 18th Day of March 1739.

Ernt. Fallofield
Wm. Michell
Hz. Taylor
} Commissioners

Deposition of Vencatachillum Pous

Produced Sworn and examined on the 20th Day of March in the Year of Our Lord 1739 at the House of Mr. Ernest William Fallofield Situated in the Town of Negapatam By Virtue of a Commission issuing out of the Honble the Mayors Court to the Ernest William Fallofield William Michell and Harry Taylor Directed for the examination of Witnesses in a Cause then depending between Caucalapaudee Vencadadry late of Negapatam but at present of Madras Inhabitant Complainant and James Russ and Laurence Bowden of Madras Merchants Defendants

On the Part and behalf of the Complainant

Which said Commissioners also the Respective Clerks by them employed for taking and engrossing the said Depositions having first taken the Oath thereunto to the said Commission was thereby Required

Vencatachillum Pous of Negapatam Aged 35 Years and upwards being Produced Sworn and examined on the behalf of the Complainant

Deposeth as follows

Imprimis To the first Interrogatory this Deponent saith that he knows the Complainant Caucalapaudee Vencadadry and has known him about Two Years and also knows Mr. Laurence Bowden about the same time to whom he Served as a Peon about One Year

Item To the 4th Interrogatory this Deponent Saith that he doth not know, nor hath he heard that Mr. Bowden went to the House of Peram Sittiah and that when he was in the Service of Mr. Bowden one Chinny Soobaroo came to Mr. Bowden's House and informed him that a Woman had deposited some Jewels and Clothes in a certain House and that if Mr. Bowden would give him a Peon he would point out the House, and who the Woman (whose Name he does not know) Togo and bring the Jewels and Clothes to his (Mr. Bowden's) House that he Accordingly went to the House where he was directed by Chinny Soobaroo (who sent a Peon with him to show the House) in which he only found two or three Women to whom he said the House) in which he only found two or three Women to whom he said the Was sent by Mr. Bowden to Demand the Jewels Deposited in their House that they told him that the Mann of the House was absent, that they would Sent for him, when the Deponent might Demand the Jewels of him and the Arrival of the Man whose name he does not know, he told them that his Master had Sent him the Deponent and a Cooly to Demand the Jewels Deposited in his House, and to carry them to Mr. Bowden, on which the Man of the House sent a Peon of Mr. Moseli's took with him a Bundle of Jewels, and another of Cloths both Sealed, and two Lone Women Cloths Accompanied by the

Not a true Copy from the Original in the English Language and whether the Words Subscribed thereto Witn.ª a true Copy from the Original Chinny Poosiond Geo.ª Lo. Hoisp.ª and Interpreter not of Your Own hand Writing and whether the Same is or is not a true Copy from the Original Cas Alleged by You to be by Your Produce the same if now in Your Possession or declare what is become thereof.

Do You know One Chinny Soobanoen, if Yea, do You know whether he was any way Concerned or employed in the Matters in Question, and how and in What manner was he Concerned therein. Do You know have You heard or been informed whether the said Chinny Soobanoen was summoned and called upon, and by whom, to make Oath at the Pagoda Respecting the Property of the said Lowrie and Blaning Appar.ª Rud. whether he did or did not make Oath.ª And if not to what Amount Cause and Reason.

Declare the Same as You know have heard or been informed together with the Reasons of such Your belief.ª

Jn. Naganullo & Chinna Soobanoen } 6.th Do You know have You heard or been informed Whether the Complainant or the Heirs of them or any of them Subpœnaed Named was or was not about to intermarry with the Daughter of Naganullo Jaggunaickloo Naickloo in the Proceedings of this Cause named, and when and where and about the Year One Thousand Seven hundred and Eighty six or One Thousand Seven hundred and Eighty seven and when. Do You know have You heard or been informed Whether the Complainant did or did not pay any and what Sum or Sums of Money into the Hands of the said Naganullo Jaggunaickloo for the Expences of the Wedding or any other Account Cause and Reason. Do You know have You heard or been informed of any Matter in the Morning or happening to the Bridegroom Previous to the said Wedding If Yea what was the Occasion thereof. Do You know have You heard or been informed whether the Complainant did or did not demand back Payment of the said Sum or Sums of Money and why and for what Account Cause and Reason. Did or did not the said Naganullo Jaggunaickloo Pay back the Same or any Part thereof and if not why not. Do You know have You heard or been informed whether the said Naganullo Jaggunaickloo did or did not about the Time aforesaid when the Complainant Lowrie and Blaning Appar.ª Rud. whether he did or did not make Oath.ª And if not to what Amount Cause and Reason.

Jaggunaickloo did or did not about the Time aforesaid when the Complainant Lowrie and Blaning Appar.ª Rud. whether he did or did not make Oath.ª And if not to what Amount Cause and Reason.

And whether the Same and the Articles of Jewells and Cloathing Appareling Question or any other. Declare the Same as You know or have been informed together with the Reasons of such Your belief.

Call the Witnesses Jr. Do You know of any other Matter or Thing or have You heard or can You set forth any Thing touching the said Matters in Question this Cause that may tend to the Benefit or Advantage of the Complainant, If Yea Declare and Set forth the Same and each and every Particular Relation thereto as You know have been informed or do believe with the Reasons of such Your said Knowledge Information and Belief as fully as if You had been thereunto particularly Interrogated.

Hen.ª Digney
Complainant

E. H. Tallofield
H. Michell
H.y Taylor
} Commissioners

Allen Vaiyaputte Venkatadry do solemnly make Oath and Swear
as follows; that I did Advance unto Nagummaloo Logannaickoloo, the Sum
of Five hundred of 500 Pagodas for the Expences of my Wedding with his
Daughter, but that Certain Circumstances having intervened to Prevent
the Taking Effect at that time or any time since, I did apply to the said
Nagummaloo Logannaickoloo to Return to me the said Sum of Five hundred
Pagodas but as the same had been laid out in Jewells and other Expences
Preparatory to the said Wedding, he did Deliver to me certain
Jewells and Effects, which I do further Swear, that having received the
above Jewells and Effects, contained in the following Paper Writing
Marked A. The Salver and Bundle both being Sealed up and Two Persons
Cast's Seals and Signatures Accompanied by my Grand Mother
Lawa Pedamma made I did Deposit the same in the Hands of
Lawa Immidi Vellaswamy Inhabitant of Nagapatam, from whence the same
Muthuswamy Servant Conveyed it belonging to Mr. Bourdin did
Engage and carry away the same to Mr. Bourdin, who under certain Pretences
has

Has obtained Possession of my above mentioned Property in this Possession and has
Tauntly refused to deliver up the same home to all this I Swear According to the
Customs of the Malabars this 27th day of June 1787

So help me God

Sworn to before me at Fort St. George this 27th day of June 1787

Explained

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Between Cauca Vaiyaputte Venkatadry Complainant and James Innes
and Lawrence Bourdin Defendants at the Executions of a Commission for
Examination of Witnesses in this Cause this Paper Writing was Produced and
Shewn to Mr. George Isaac Hoisard and by him Deposed unto with the same
Exceptions as to the Contents of this Examination to the 3d Interrogatory on the Complai-
nants Part

C. W. Falloofield
W. Michell
Hy Taylor
} Commissioners

Cauca Vaiyaputtee Venkatadry do solemnly Make Oath and Swear
as follows; that I did Advance unto Nagummaloo Logannaickoloo, the Sum
of Five hundred of 500 Pagodas, for the Expences of my Wedding with his
Daughter, but that Certain Circumstances having intervened to Prevent
the taking Effect at that time or any time Since, I did apply to the said
Nagummaloo Logannaickoloo to Return to me the said Sum of Five
hundred Pagodas: but as the same had been laid out in Jewells and
other Expences, Preparatory to the said Wedding, he did Deliver to me
Certain

Certain Jewels and Cloths in Part Payment of the said Sum, Particulars
Whereof in the Gentoo Language, are as follows.—

And do further swear, that having received the above
Cloths and Jewels contained in the former inclosed Parcel, and the Letter
in a Bundle, both being Sealed up, and the Nambers Cloths Jewels and
Seperate Accompanied by my Grand Mother Lavala Vencamma do, I did
Deposit the same in the Hands of Poran Pellan and Inhabitant of Vega-
patam from whom, some Little Time after, a Person employed by belonging
to Mr. Bowden, did Receive and Carry away the same to Mr. Mr. Bowden
Who, under certain Pretence, has Obtained this my abovementioned Pro-
perty and has Refused, and has constantly Refused to Deliver up the same to
Me or all Other Persons, According to the Custom of the Malabar, this 27th day
of June 1787.—

So help me God

(Signed) Caucalayaudu Venkatadry

Sworn to before me this Fourteen Pagodas due from the above having been first Properly examined.—

(Signed) Mookadumpah Claimant

Signed Augathiren
Saabramanyah
Rangayah
} Witnesses

a true Copy from the Original
Geo. H. Hoisard

and my Profession.—

I. Belvoir

In Between Caucalayaudu Venkatadry Complainant and James Rumbold
Lawrence Bowden Defendants—At the execution of a Commission of Witnesses
in this Cause this Paper Writing was Produced and shewn to Mr. George Isaac
Hoisard and by him Deposed unto without any Exception at the time of his
Examination to the 5th Interrogatory on the Complainants Part.—

C. W. Fallofield
W. Michell
Hy. Taylor
} Commissioners

The Particulars of the Jewels and Cloths Delivered to Caucalayaudu Venkatadry by
Naugamally Venkamah on Account of ₹ 300/ Three Hundred Pagodas.—

3 Pairs of Chauvettos	or Womans Ornament Wearing on the Wrist
1 Do of Vacandy Cadagapatta	or Do Do Bracelet Linked Together Wearing on the Wrist
3 Champacullos	or Breast Beads
5 Chatties Bajeebundalos	or Armlet
1 Mada Thaniyathola Paroo	or Neck Beads
3 Jadabillalos	or Ornament for the Head
1 Pair of Chandelu Vanaca Cadeyalos	or Bracelet for the Hand
5 Chavies Dondelos	or Ear Ring
1 Kempola Sunnekey	or Ear Pendant set with Rubies
1 Pair Kempola Cattra Pauvelees	or Do Do the Upper Part of the Ear set with Rubies
1 Do Pulpoo appoo Kempolos Chuckindies	or Ear Pendant the lower part of the Ear set with Rubies
1 Do Jumpolos	or Ear Ornament in the form of a Certain Flower set with Rubies
1 Punchavathnala Vongaram	or Finger Ring enriched with Seven different kinds of Stones
1 Laukoo	or Plain Finger Ring
1 Rutnaulos Chuckrawa Nullos	or Do Ring set with Stones
1 Pair of Rutnaulos Chuckrawa Cannagapulos	or Ear Ring in the form of a Flower
1 Lovanamaulayaroo Vendoo Patalos	or Broad Beads of Double Rows
76 Muttalloo	or Pearls

1 Sariga Naga	or Lacid Gowns
2 Sariga Paugalos	or Do Turbants

1 Sariga

1st Sarega Saudanaloo ..... or Sand Sheet
1st Sarega Nadoumtloo ..... or Do Girdle
1st Rumsalah Doogypatee ..... or Silk Sheet
1st Coosumbah Doogypatee ..... or Red Sheet
2d Nadoumtloo ..... or Plain Girdle
2d Tolfalah Punchaloo ..... or Tolfalah Dovattee
2d Puttovanneloo ..... or Silk Sarees
2d Calumkaun Vaun ..... or Painted Sarees
2d Puttoo Cassloo ..... or Silk Cloaths
2d Puttoo Carloo ..... or Silk Drawers
2d Calumkaun Pagaloo ..... or Painted Turbants
1st Saudalo Pagaloo ..... or Plain Turbant
2d Cunjaun Coaloo ..... or Mauran's Cloths of Cunjaun

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

Ramasawmy
Interpreter

DEMAN Cunagaun for Venkatadry Complainant and James Innes and Lawrence Bowden Defendants at the execution of a Commission of Witnesses and this Cause this Paper Writing was Produced and Shewn to the George Isaac Reisard and by him Deposed unto & with same Exception as the Hand of his Examination to the 3d Interrogatory on the Complainants part

E. H. Fallofield
H. Michell
Hy Taylor
} Commissioner

Deposition of Chinnayaven Produced Sworn and Examined on the 17th day of March in the Year of Our Lord 1739 at the House of Mr Ernest William Fallofield Situated in the Town of Negapatam By Virtue of a Commission and Issuing out of the Honble the Mayors Court at Ft. St. Ernest William Fallofield William Michell and Henry Taylor directed for the Examinations of Witnesses in a Cause Therein Depending between Cunculapaudee Venkatadry Late of Negapatam but at Present of Madras Inhabitant Complainant and James Innes and Lawrence Bowden of Madras Merchants Defendants

On the Part and Behalf of the Complainant

We the said Commissioners also the Respective Clerks by Us employed for taking and Engrossing the said Depositions having first taken the Oaths Mentioned in the said Commission as thereby required

Chinnayaven of Negapatam Aged Forty five Years and upwards being Produced Sworn and Examined on the behalf of the Complainant Deposeth as follows

To the first Interrogatory this Deponent saith that he knows Cunculapaudee Venkatadry Complainant but is Unacquainted with the Mr Lawrence Bowden that he has known the Complainant between two and three Years

To the 2d Interrogatory this Deponent saith that he heard that the Complainant Cunculapaudee Venkatadry about Two Years ago had Carried on some Jewels and Cloths and Deposited them in the Houses of a Gentoo Man Named Soranna Pillay and but never having seen them he is unacquainted with the Particulars of

of the Deponent that he does not Know whether the Jewels and Cloths were or were not the Property of the Complainant further than that the Complainant told him they were and that he was a Man of Worth Value that he heard the Jewels were Sealed and the Complainant informed him that he had affixed his own Seal upon them

Item to the 5th Interrogatory this Deponent Says that the Mother in Law of the Complainant about the time above mentioned sent by her Slave Girl, Some Brass Pots Twenty four Marralls of Paddy and Twenty four Marralls of Rice to the House of this Deponent that being prevented from her this reason for so doing and Expected she intended to go into the Country to the Complainants Wedding and would then Carry them with her that he believes a Spread which to her Law belonging as he heard Gentleman which was at that time at her House and kept them on Account of a Debt was the reason for her sending the above mentioned Brass Pots and Grain to his the Deponents House that the Day following the above named Mother in Law of the Complainant named Chucamal left her own House leaving the Pots and Grain as above and in his the Deponents House And that same Evening a Slave of Servant belonging to Chinna Coobiah a Colly appeared belonging to Mr Bowden and another person whom he does not know, Came to his House and enquired where the Brass Pots were that Chucamal before Named had sent to his Care That he shewed them the Pots which they Carried to the House of Chinna Coobiah that he went with them and they there Lifted the Pots together and from thence after taking an Account of them took them to the House of Mr Bowden as he was informed And further this Deponent Saith not

The above Deposition Taken before me in Negapatam this 17th Day of March 1789

W. Fallofield
W. Michell
Hy. Taylor
} Commissioners

Deposition of Ramasawmy produced Sworn and Examined on this 18th Day of March in the Year of Our Lord 1789 at the House of Mr Ernst Williams Fallofield Situated in the Town of Negapatnam By Virtue of a Commission issuing out of the Honble the Mayors Court to Mr Ernst Williams Fallofield Williams Michell and Henry Taylor directed for the examination of Witnesses in a Cause then Depending between Cauculapaute Venicatadry late of Negapatnam but at present of Madras Inhabitant Complainant and James Reives and Lawrence Bowden of Madras Merchants Defendants

On the Part and Behalf of the Complainant

We the said Commissioners also the Respective Clarke by Us employed for taking and engrossing the said Depositions having first taken the Oaths Annexed to the said Commission as hereby required

Ramasawmy of Negapatam Aged 24 Years and upwards being Produced Sworn and Examined on the Behalf of the Complainant Deposeth as follows

Imprimis To the first Interrogatory this Deponent saith that he knows the Complainant Cauculapaute Venicatadry and has known him Two or three Years And also knows Mr Lawrence Bowden about the same time

Item To the second Interrogatory this Deponent Saith that he does not know whether Cauculapaute Venicatadry was or was not in the Possession

Possession of any Womens Cloths or Jewells about Two Years ago that he does not
Know nor he heard whether any Jewells or womens Cloths were Delivered by
Cauculapaudee Venkatadry to Pooram Sittanam

Item ... To the 7th and last Interrogatory this Deponent Saith that he heard that Cauculapaudee Venkatadry had gone to a Pagoda in Negapatnam and made Oath that Pooram Jewells were his Property but knows of Nothing further Relative to them

And further this Deponent Saith Not

The above Deposition taken before us in Negapatnam this 13th Day of March 1789

E. Tallofield
W. Michell
Hy Taylor
} Commissioners

Deposition of Appiagee Poon produced Sworn and Examined on this 13th Day of March in the Year of Our Lord 1789 at the House of Mr Ernst William Tallofield Situated in the Town of Negapatnam By Virtue of a Commission issuing out of the Honble the Mayors Court to the Ernst William Tallofield, William Michell and Henry Taylor directed for the examination of Witnesses in a Cause there Depending between Cauculapaudee Venkatadry late of Negapatnam but at present of Madras Inhabitant Complainant and

and James Amos and Lawrence Powdrell Madras Merchants Defendants

On the Part and behalf of the Complainant

We the said Commissioners also the Respective Clerks by Us employed for taking and engrossing the said Depositions having first taken the Oaths Annexed to the said Commission as thereby required

Appiagee Poon of Negapatnam Aged 28 Years and Upwards being produced Sworn and Examined on the behalf of the Complainant Deposeth as follows

Imprimis. To the first Interrogatory this Deponent saith that he knows the Complainant Cauculapaudee Venkatadry and has known him about three Years and Mr Lawrence Powdrell about Two Years and Upwards

Item ... To the Second Interrogatory this Deponent saith he hears that Cauculapaudee Venkatadry and an Old Woman named Lunca Venkanna had Deposited some Jewels and Womans Apparel in the House of One Pooram Sittanam that he does not know whether they were the Property of the Complainant or not and that he does not know of what Value they were That Pooram Sittanam informed this Deponent that Cauculapaudee Venkatadry had Delivered to him the said Pooram Sittanam a small Bundle containing Jewels a Parcel of Cloths and Two white Womens Cloths That Pooram Sittanam also informed him this Deponent that the Jewels upon their being carried to the House of Mr Powdrell and there opened were found to be Sealed

Item ... To the 6th Interrogatory this Deponent saith that he neither knows nor did he ever hear that Mr Powdrell went to the House of the aforesaid Pooram Sittanam but that he saw a Coomaputy and a Poney whose Names are unknown to him in the Service of Mr Powdrell go to Pooram Sittanams House and there receive from the Hands of Pooram Sittanam the Things this Deponent being

being thereunto Present) the aforesaid Jewels and Cloths that they were demanded in the Name of Mr Bowden from Poram Sillavan as the Property of Chinnamal Naick deceased and were delivered by him Poram Sillavan Accordingly that he heard that Mr Bowden took Charge of the said Jewels and Cloths and Pounded them

Item... To the 5th And the last Interrogatory this Deponent saith he knows nothing More than what he has Already declared And further this Deponent saith Not

The above Deposition taken before Us in Negapatam this 18th Day of March 1789

E. W. Tallofield
W. Michell
Hy Taylor
} Commissioners

Deposition of Poram Sillavan Produced Sworn and Examined on the 18th Day of March in the Year of Our Lord 1789 at the House of Mr Ensign William Tallofield Situated in the Town of Negapatam By Virtue of a Commission issuing out of the Honble the Mayors Court to Mr Ensign William Tallofield, William Michell and Henry Taylor Directed for the Examination of Witnesses in a Cause then Depending between Canadapan Pulliencatadry late of Negapatam but at Present of Madras Inhabitant Complainant and James Innes and Lawrance Bowden of Madras Merchants Defendants

On the Part and Behalf of the Complainant

We the said Commissioners also the Respective Clerks by them employed for taking and engrossing

the said Depositions having first taken the Oaths Annexed to the said Commission as thereby Required

Poram Sillavan of Negapatam Inhabitant Aged 28 Years and upwards being Produced Sworn and Examined on the Behalf of the Complainant deposeth as follows

Imprimis To the first Interrogatory this Deponent Saith that he knows the Complt Canadapan Pulliencatadry and has known him from his Childhood and that he has known Mr Lawrence Bowden about three Years

Item... To the 2d Interrogatory this Deponent Saith that the Complainant did deliver to him about two Years since some Jewels and Wearing Apparel that his ignorant if such were or were not the Property of the Complainant or any other person Neither can he tell their Value but they were delivered to him covered and sealed Over which they were wrapped in Cloth The Paper Writing or original Exhibit being shewn to this Deponent Part of which was in the Gentoo Language he declares that being unacquainted with the Contents of the Parcel under which the Jewells were Packed he cannot say whether the Gentoo List of them in the aforesaid Exhibit is just or not

This Deponent further saith that Mr Lawrence Bowden did enter into himself to his knowledge that a Comiceply and Praying Mr Bowden to Send such whose Names he is unacquainted did come to his house three Days after the aforesaid Jewells were Deposited with him by the Complainant and Roman did them from him and Mr Bowden's Name as the Property of Chinnamanaick Accordingly in Consequence of which he went with the aforesaid Poram and Comiceply to Mr Bowden's House with the Jewells and Cloths and delivered the whole of the Deposit to Mr Bowden himself for which he demanded a Receipt on which Mr Bowden replied Chinny Sonbarmen would give him a Receipt but Chinny Sonbarmen Never gave him one such Receipt tho he made Application Twice or Thrice for the Same

The

The Deponent further saith that he is unacquainted with what became of the Jewells after they were Received by Mr. Bowden

To the 5th and Last Interrogatory This Deponent Declares that he hath fully declared every thing he knows touching the above Questions and further the Deponent saith not.

The above Deposition taken before Us in Negapatam this 18th Day of March 1789

Ed. Fallofield
Wm. Michell
Hy. Taylor
} Commissioners

Deposition of Venkatachillum Peon produced Sworn and examined on the 20th day of March in the Year of Our Lord 1789 at the House of Mr. Ernst William Fallofield Situated in the Town of Negapatam By Virtue of a Commission issuing out of the Honble the Mayors Court to Mr. Ernst William Fallofield William Michell and Harry Taylor directed for the examination of Witnesses in a Cause now depending between Caucalapaulee Vencatadry late of Negapatam but at present of Madras Inhabitant Complainant and James Rivers and Lawrence Bowden of Madras Merchants Defendants

On the Part and behalf of the Complainant

We the said Commissioners also the Respective Clerks by Us employed for taking and engrossing the said Depositions having first taken the Oaths Annexed to the said Commission was thereby Required

Venkatachillum Peon of Negapatam Aged 35 Years and upwards being Produced Sworn and examined on the behalf of the Complainant deposeth as follows

Imprimis To the first Interrogatory This Deponent saith that he knows the Complainant Caucalapaulee Vencatadry and has known him about Two Years and also knows Mr. Lawrence Bowden about the same time he knows he Served as a Peon about One Year

Item ... To the 2d Interrogatory This Deponent Saith that he does not know, nor hath he heard, that Mr. Bowden ever was in the House of Peramsittan that when he Was in the Service of Mr. Bowden one Chinny Sobanen came to Mr. Bowden's house and informed him that a Woman had deposited some Jewels and Cloths in a certain house and that if Mr. Bowden would Give him a Present he would Point out the house, on which Mr. Bowden told this Deponent and a Comicoply (whose Name he does not know) To go and bring the Jewels and Cloths to his (Mr. Bowden's) house that he Accordingly went to the house where he was Directed by Chinny Sobanen (who sent a Person with him to shew the House) in which he only found two or three Women to whom he said he Was sent by Mr. Bowden to Demand the Jewels deposited in their house That they told him that the Man of the house was absent, that they would Send for him, when this Deponent might Demand the Jewels of him but the Arrival of the Man whose name he does not know, he told him that his Master had Sent him this Deponent and a Comicoply to Demand the Jewels Deposited in his house, and to carry them to Mr. Bowden, on which the Man of the house gave Peon of Mr. Bowden took with him a Bundle of Jewels, and another of Cloths both Sealed, and two loose Women Cloths Accompanied by the

by the Deponent the Cassiapoly and another Person to the Number of 40 Bowdies
Whereupon the said Jewels and Cloths were delivered to Mr Bowdies and his Pa-
ssing Nairs, after which they were all ordered to go away the Deponent further
saith that he does not know nor hath he heard what became of the said Jewels
and Cloths after the aforesaid Delivery

Item ..... To the 5th and last Interrogatory the Deponent saith that he does Believe all the
Answers Related to the Matters in Question And further this Deponent saith that
he knows Nothing Relative to the Matters in Question

(The Mark of Vencatachellum Pomi) R/

Sworn between the Hours of Ten
this 20th Day of November 1739

Ell. Fallofield
W. Mitchell
Hy. Taylor
} Commissioners

Deposition of Mr George Isaac Heipzard

Produced, Sworn and Examined on the 17th day of March in the Year of Our Lord 1739 at the House of the Hon[ble] William Fallofield Esqr in the Fort of Negapatam By Virtue of a Commission issuing out of the Hon[ble] the Mayors Court to the Said William Fallofield William Mitchell and Henry Taylor Esqrs for the Examination of Witnesses in a Cause therein depending between Cassiapauloo Vencadachy Pedy of Negapatam, but at present of Madras Merchant and Complainant and James Rivers and Laurence Bowdies of Madras Merchants Defendants

On

On the Part and behalf of the
Complainant

We the said Commissioners do the
Respective Clerks by us employed for taking
and engrossing the said Depositions having
first taken the Oaths Annexed to the said
Commission as thereby Required

Mr George Isaac Heipzard of Negapatam Gentleman Aged Thirty four Years
and upwards being Produced Sworn and Examined on the Behalf of the
Complainant Deposeth as follows

Imprimis To the first Interrogatory this Deponent saith that he Knows the Parties
Complainant and Defendants and the Complainant came first on the
Beginning of June 1737 and the Defendants for upwards of three Years

Item ..... To the 3d Interrogatory this Deponent saith that the Debts Known of the Disputes
in this Interrogatory mentioned between the Complainant and Laurence
Bowdey, And further that a short time after his the Deponents Arrival at
Negapatam and taking Charge of the Police of the Town agreeable to his
Appointment by the President and Council of Madras the Complainant
Waited on this Deponent and Represented to him that Jugganaichaloo
Owes of the Sons of Chinnanaianick Deceased had Promised him the Compla-
inant this (Jugganaichaloo) Daughter in Marriage That he the Complainant
as Preparatory to the Marriage had advanced to Jugganaichaloo the Sum
of 300 Pagodas but whether star or Porto Novo Pagodas he Cannot recollect
That the Marriage not taking Place the Complainant Demanded from
Jugganaichaloo Repayment of the 300 Pagodas but this Sum having been
Already disbursed for the Purpose was advanced that is to say for the
Purchase of Cloathes and Jewells Jugganaichaloo delivered over to the Com-
plainant Sundry Cloathes and Jewells being Shewn by him to be Purchased
That the Complainant having Received them carried them away and jointly
With his Grand Mother Lunica Ungama Deposited them as his the Complainants
Property

Property and the House of a Person unconnected with the Family of Chinnamana
Naick Named Peram Cutteman that upon the Verbal Information of One of
the Sons of Chinnamanaick Named Chinny Soobarowen and Perhaps others as
Much Interested to Mr Lawrence Powden who was agent for Lawrence Innes
Administrator for the Estate of Chinnamanaick Deceased that the Cloathes and
Jewells before said to have been Acquisited with Part of the Estate of Chinnamanaick,
Mr Lawrence Powden upon as Little Ground or foundation as before had Forged and Caused
away the aforesaid Cloathes and Jewells from the House of Peram Cutteman
Notwithstanding the Intreaties and Objections of the said Peram Cutteman to the
Contrary which Appeared by Peram Cutteman's own Representation to Mr
Lawrence the Subject of this Dispute that the said Complainant Stood there
forgoing this Deponent Would Endeavour and Prevail the said Lawrence
Powden from unjustly Depriving him of his Property that in Consequence
hereof he did Argue the Matter with the said Lawrence Powden who finally
Consented upon the Complainants making Affidavit to the Pagoda
that the said Cloathes and Jewells were his Property that he would cause
the Small Parcel and Bundle &c Containing the said Cloathes and Jewells
to be opened and an Account of the Particulars thereof to be taken and after
wards to be Sealed by him and the Complainant Seal and to be Deposited there and
in this Deponents Hands there to Continue until it could Legally be Determined
by the Mayors Court of Madras to whom this Property belonged that thereupon
this said Complainant Address the presence of the Witnesses thereto Signed as
they Represented to this Deponent make Affidavit not only to the Substance
of the above Complaint but likewise to the Particulars of the Contents of the said
Small Bundle &c even before they had been opened and Exposed to their View, and
which upon Examination was found to be correct exactly so except the Omission
of a Red Guard or Lace on a Number of Cutt Two Hundred Pagodas which this
Deponent Rectified upon the Spot where and when it Occurred to this Deponent

One Schedule or List to this Interrogatory annexed Since now
Shewn to this Deponent the same being Written in the Gentoo Language

to Account of the Jewells and Wearing Apparel and Disputed but that the English of
this Affidavit be Some of the said Schedule Since apart and Inserted in the Body thereof
being an exact Copy from the Original and this Deponents Name first assigned by
himself which he now Produces excepting in the Word "examined" being Sub-
stituted for the word "explained" as the Scope of the said Affidavit he cannot have a
Doubt in his own Mind as to any Part of the said Copy of the said Affidavit was
Previously to his Signing the same Collated with the Original, but that the said
Schedule is a true and just one this Deponent as he shall be before said & Sworn
Recollect that the Value of the said Jewels and Wearing Apparel was estimated
at 1500 Pagodas and how he did the said Complainant shall be also Sworn

This Deponent Saith that he knows the One Chinny Soobaro-
wen the same before mentioned said to be one of the Sons of Chinnamanaick
and that he Reasons to believe that the said Chinny Soobarowen was employed
by the before named Lawrence Powden to discover to him the property of the late
Chinnamanaick. That he did not recollect at the time it was proposed to the
Complainant to make Oath to his Property that the said Complainant did
Urge Chinny Soobarowen to take Oath that the said Property belonged to the
Estate of Chinnamanaick, and to the best of this Deponents Remembrance
he this Deponent did Promise Mr Powden to interfere no further in the
disputed Question if the said Chinny Soobarowen would make Oath that
this Property belonged to the Estate of Chinnamanaick as a Ground for his
the said Lawrence Powden's Seizure of the same which he did in this instances
the said Chinny Soobarowen Refused to Swear, but why or wherefore this
Deponent knows not

To the 7th and Last Interrogatory this Deponent saith that at the time of this Dispute
to the best of his Knowledge and Remembrance and every information he
then Received Previous to entering them and the said Cloathes and Jewells
Seized by Mr Powden were deemed this Property of the Complainant and
the conduct of Mr Powden in this Matter was generally considered as

highly

slightly acquainted with by the Inhabitants of Negapatam And further this
Deponent saith Not

Geo. Js Hoysaird

The above Deposition taken before Us at Negapatam
this 17th Day of March 1789 } E. W. Fallofield
H. Michell
Hy Taylor } Commissioners

Deposition of Yagamalloo Sree Rama Swamy produced Sworn and examined on the 20th Day of March in the Year of Our Lord 1789 at the House of Mr Ernest William Fallofield Situated in the Town of Negapatam By Virtue of a Commission issuing out of the Honble the Mayors Court to Mr Ernest William Fallofield William Michell and Henry Taylor directed for the examination of Witnesses in a Cause then depending between Cauculapaudien Venkatadry late of Negapatam but at Present of Madras Inhabitant Complainant and James Amos and Laurence Bowden of Madras Merchants Defendants

On the Part and behalf of the Complainant

Before said Commissioners the Respective Clerks by them employed for taking and inscribing these said Depositions having first taken the Oaths Annexed to the said Commission as thereby Required

Yagamalloo Sree Rama Swamy of Negapatam Aged 22 Years and upwards being produced Sworn and Examined on the behalf of the Complainant Deposeth as follows

Interrogatory

1st Interrogatory To the first Interrogatory this Deponent Saith that he knows the Complainant Cauculapaudien Venkatadry and has known him about four Years and also knows Mr Laurence Bowden and has known him about two Years

Item 2d To the 2d Interrogatory this Deponent Saith that he knows the Complainant Cauculapaudien Venkatadry intended about three Years ago to intermarry With the Daughter of Yagamalloo Jaggannaicklo, that the this Deponent Was informed by his Aunt about 18 Months ago that she (for her family) being in Distressed Circumstances had Received the Sum of five hundred Pagodas from Cauculapaudien Venkatadry and instructed this Deponent with the said Cauculapaudien Venkatadry some Jewels as Security for the aforesaid Money, but whether she did or did not Deposit any this Deponent Cannot say That this Deponent does not know the Reason why the Marriage did Not take place That he does not know whether the Repayment of the aforesaid Sum of 500 Pagodas was ever made or demanded That he does Not know whether Yagamalloo Jaggannaicklo ever Delivered into the hands of the Complainant any Jewels or Cloths whatever

Item 3d and last Interrogatory this Deponent Saith that he does not know any thing further Relative To the Matters in Question

And further this Deponent Saith Not

The above Depositions taken
before us the 20th Day of
March 1789 in Negapatam

E. W. Fallofield
H. Michell
Hy Taylor } Commissioners

Nagamullee Chinna Soobarow Named in the last Interrogatory having positively refused to be examined upon Oath his Deposition cannot be taken Privately Objected he was desired to bring Sworn wear that his Evidence in the Causes of the Last Taken and Dated and could not Account with Honesty How to do so—

Negapatam 28th March 1789—

E. H. Fallofield
H. Michell
Hy Taylor
} Commissioners

Interrogatories to be Administered to Such Witnesses as shall be Produced Sworn and Examined under a Commission Issued from the Hon^ble the Mayors Court at Madraspatnam bearing date the Nineteenth Day of May in the Year of Our Lord One Thousand Seven hundred and Eighty Nine and directed to Ensign Fallowfield Millard Michell and Harry Taylor or any Two of them to Examine Such Witnesses as shall be Produced in a Certain Cause now depending in the Hon^ble the Mayors Court at Madraspatnam wherein Canakayadty Timulady late of Negapatnam but at present of Madras inhabitant is Complainant and James Munro and Lawrence Bowden of Madras Merchants and Copartners are Defendants.

On the Part and Behalf of the above Named Defendants—

To all the Witnesses } No. 1st Do you know the Parties Complainant and Defendants in this

the Title of these Interrogatories Named or either and which of them and if so how long have you so known them and which of them declare—

Nagamally Vencatarayaloo 2nd Are You or are You not the Grand Son of Tholk Nagamally Chitty Naicker late Head Dubash or Linguist to the Honble Master Attendant at Negapatam and give Public Notice thereof to all Persons who have any Property belonging to the Estate of Your said Grand Father to render an Account thereof to the said Lawrence Bowden late Head Dubash or Linguist to the said Master Attendant at Negapatam and Chinna Soobarow the Second Son of Tholk Nagamally Chitty Naicker and Chitty a Slave Girl belonging to the House of the said Tholk Nagamally Chitty Naicker wait on the said Lawrence Bowden and say that they know where Certain Jewels and other Effects the Property of the said Tholk Nagamally Chitty Naicker were Concealed and Secreted by one of the said Lawrence Bowden's Servants who might be induced to bring those things to the House of the said Lawrence Bowden to be sold among the other things for the benefit of the Creditors of the said Tholk Nagamally Chitty Naicker late Head Dubash or Linguist to the said Master Attendant at Negapatam and the said Lawrence Bowden Accordingly sent a Peon named Vencatachellum with the said Chinna Soobarow to the Lascars House where the Effects were Concealed and did the said Chinna Soobarow Point out Two or three Parcels of Toys and Wearing Apparel which were found at the House of One Poonamallee and which they Affirmed to be the Real Property of the said Tholk Nagamally Chitty Naicker and were Not the said Toys and Wearing Apparel Counted with the Poonamallee on the 5th of April One Thousand Seven hundred and Eighty Six or whether it was after or before the Alarm had been given for a discovery of the Effects of the said Tholk Nagamally Chitty Naicker State the whole that You know touching the said Jewels and Wearing Apparel According to the best of Your Knowledge Remembrance and belief—

Vencatachellum 3d Were You or were You not one of the Peons of Lawrence Bowden While he Acted as Master Attendant at Negapatam and if Yea did You or did You Not by his Order go with Chitty Soobarow and whom else to Several Houses Where the Effects of Tholk Nagamally Chitty Naicker were concealed and did You or did You not by the Information of the said Chinna Soobarow and

and a Slave Girl Named Cavery belonging to the Estate of the said Sholk Nagana-
nally Chiny Naicker find out the two or three Parcels of Keys and Wearing Apparel
at the House of Poorain Sillavan which You afterwards brought to the House of the
said Lawrence Bowden But You do not Know or Believe that You have heard of the
said Herman Cavery Converse with Your own Mind that the said Jewels and
Wearing Apparel were the Real and Lawful Property of the said Sholk Nagamally
Chiny Naicker Deceased

Cavery — 4th — Do You do Know or Believe that the said Sholk Nagamally Chiny
Naicker Deceased did on or about the Year One Thousand Eight Hundred
and Twenty nine Make and Execute a Deed of Gift by which he Gave and
Granted unto Cavery the Slave Girl the Property of the Estate of the said Deceased
absolutely after the Death of the said Deceased and Cavery has accordingly
above Named Complainant Received the Jewels and Wearing Apparel mentioned
in the said Poorain Sillavan for fear that they would fall into the Hands of Lawrence
Bowden who was then Executor of the said Deceased for what
other Purpose were the same given to the said Poorain Sillavan Declare the whole
Truth You know Respecting the Affairs and Estate of the said Sholk Nagamally
Chiny Naicker as also of the Jewels in Question According to the best of Your
Knowledge Remembrance and Belief

Poorain Sillavan — 5th — Did or did not the said Complainant
or who else Deliver into Your hands Two or three Parcels of Keys and Wearing Apparel
Which are now in Dispute If Yea for what Purpose were the same Delivered Were
the same Delivered before after or at the same time that Proceedings in Chancery
at Negapatnam for a Discovery of the Effects of Sholk Nagamally Chiny Naicker and Others were
Not the said Parcels of Jewels and Wearing Apparel Demanded from You by
Lawrence Bowden Esqr Master Attendant on the Day next Morning after
they were Delivered into Your hands And did or did not Sagamanickalen
the Younger Son of the said Sholk Nagamally Naicker and Executor Demand
some Jewels from You Declare fully from Your knowledge by Enquiry and Otherwise in what
Manner the Certificate that the said Jewels and Wearing Apparel were and the Property
of the said Sholk Nagamally Chiny Naicker and that they Actually belonged to

the said Deceased at the Year & State the whole of the said Transactions to the
to the best of Your Knowledge Remembrance and Belief

Archalenga Moodelliar — 6 — Have You or were You Intimately Acquainted with
Sholk Nagamally Chiny Naicker late of Negapatnam Deceased and Do You or did
also with his Family and Estate If Yea — At what Period Do You not Know whether the
Jewels and Wearing Apparel which were Concealed with Poorain Sillavan and
afterwards taken by Lawrence Bowden belonged to the Estate of the said Sholk
Nagamally Chiny Naicker or to whom else did the same belong at the Time You Know respecting
the Affairs of the said Sholk Nagamally Chiny Naicker as also of the Jewels
in Question According to the best of Your Knowledge Remembrance and Belief

To all the Witnesses — 7 — 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 Defendants If Yea Declare the
same as You have heard or do believe Together with the Reasons of such Your belief
as if You had been thereunto particularly Interrogated

S. Topham
Atty for Defendant

E. H. Fallofield
H. Michell
} Commissioners

Mayor's Court at Madraspatnam.....

Between Cauvalapatty Venkatadry of Nagapatam but at Present of Madras Inhabitant Complainant, and James Rous and Lawrence Bowden of Madras Merchants Defendants

On the Part and Behalf of the Defendants

Naganally Venkataray of Nagapatam aged Thirty Two Years or Thereabouts being Produced, Sworn, Examined as a Witness in this Cause on the 29th day of July in the Year of Our Lord One Thousand Seven Hundred and Eighty Nine Deposeth as follows

To the first Interrogatory this Deponent Saith that he doth know the Complainant Cauvalapatty Venkatadry in this Cause and that he has known him four Years or Thereabouts; that he doth not know the Defendant James Rous, but doth know the Defendant Lawrence Bowden in this Cause and that he hath known Mr. Bowden three Years or Thereabouts and knows Nothing Material to this Interrogatory

To the second Interrogatory this Deponent Saith that this Deponent Grandson of Sheik Naganally Chitty Naicker that Mr. Lawrence Bowden did Send People and the Sepoys of Nagapatam Inquiring all and every person in Possession of any Effects or Part of the Estate belonging to the aforesaid Sheik Naganally Chitty Naicker to Tender an Account thereof to him the said Lawrence Bowden That he heard that Chinnasoobarow the Second Son of Sheik Naganally Chitty Naicker, Accompanied by a Slave Girl belonging to the Family Named Cavery did go to Mr. Lawrence Bowden and did inform him of Mr. Bowden of that some Jewels, Cloths and other Effects belonging to the Estate of Sheik Naganally Chitty Naicker had been Concealed in different Places and in the hands of Sundry Persons by Veeranna Wife to Jaggannada Naicker the fourth Son of Sheik Naganally Chitty Naicker and that if he Mr. Lawrence Bowden would Send Chinnasoobarow as Peon

he would point out to him the above mentioned Effects were Concealed this Deponent further Saith that he knows that Mr. Lawrence Bowden did Send his Peon Named Venkatachellum along with Chinnasoobarow in order to make a Discovery of the aforesaid Effects that a Man belonging to the said Chinnasoobarow with the aforesaid Peon Venkatachellum did return with a Parcel of Jewels, a Bundle of Clothes and some Clothes to Chinnasoobarow house Who Accompanied three Persons with the things to Mr. Bowden's house and that the Jewels the said Effects in the house of Mr. Lawrence Bowden This Deponent further Saith that Chinnasoobarow did inform Mr. Bowden that the aforesaid Jewels &c. did belong to the Estate of Sheik Naganally Chitty Naicker and that they had been found in the house of Veeranna Wife and that Whether those Effects had been deposited in the house of Veeranna Previous to the Notification given by Mr. Bowden for the Discovery of the Effects belonging to the Estate of Sheik Naganally Chitty Naicker or afterwards he this Deponent do not recollect.

To the 5th Interrogatory this Deponent Saith that when Sheik Naganally Chitty Naicker went to Trichinopoly he gave after the Capture of Nagapatam Seal locked and sealed up his house with his Effects and delivered the Key thereof to Jaggannada Naicker and that after the Death of Sheik Naganally Chitty Naicker the aforesaid Jaggannada Naicker as this Deponent Heard and believes opened the house and did Privately a Slave Girl of the family by Name Cavery to shew him Jaggannada where Places in the house where the Effects were lodged and that the Jaggannada Naicker did Privately take away with a part of the said Effects for his own Private Use and this Deponent heard further that upon the Notice given by Mr. Bowden to Recover all the Effects of Sheik Naganally Chitty Naicker Estate Veeranna the Wife of Jaggannada did remove the different Places a part of the aforesaid Effects of all which Circumstances Mr. Bowden as this Deponent heard was made acquainted by Chinnasoobarow Naicker

And

And further this Deponent Saith Not

E. W. Tallofield
W. Michell
} Commissioners

Mayor's Court of Madraspatnam.

Between Cavalayapilly Venkatadry of Nagapatan but at Present of Madras Inhabitant Complainant and James Rous and Lawrence Bowden of Madras Merchants Defendants

On the part and behalf of the Defendants

Venkatachillum of Nagapatan aged fifty three Years or thereabouts being produced Sworn examined and Interrogated in this Cause on the 30th day of July in the Year of Our Lord One thousand seven hundred and Eighty Nine deposeth as follows.

To the first Interrogatory this Deponent Saith That he doth know the Complainant Cavalayapilly Venkatadry in this Cause and that he hath this known him these three Years or thereabouts That he doth know Mr. James Rous one of the Defendants, but doth not know Mr. Lawrence Bowden the other Defendant in this Cause and hath this known him these three Years or thereabouts, and further this

Deponent

Deponent Saith not to this Interrogatory

To the third Interrogatory this Deponent Saith That he was a Peon in the Service of Mr. Lawrence Bowden during the time that Gentleman was Master Attendant at Negapatan That he this Deponent was sent by Mr. Bowden in Company with a Corricoply of Mr. Bowden's own name to the House of Poonamallee Timma Soobaraw to the House of Poonam Sittanna to Discover some Jewels and Effects which Mr. Bowden told him were there deposited and bring the same to Mr. Bowden's house That they accordingly went to the House of Poonam Sittanna and found there a sealed Packet containing Jewels and also some Money's Cloths That they carried the above mentioned Jewels &c. through the Street find which Timma Soobaraw lived to Mr. Bowden's house That Mr. Bowden and the Things to be Carried up Stairs and there lodged That the Man before named belonging to Timma Soobaraw did shew this Deponent the house where Poonam Sittanna dwelt and that on this applying to a woman of the house the Mother of Poonam Sittanna and also to this Mistress Melcatto Poonam Sittanna himself for the above things they were delivered to him by these Persons that Poonam Sittanna himself returned with this Deponent and the Things to Mr. Bowden's house That he this Deponent is Acquainted with the Woman Named Cavery received no information whatever from her and never conversed with her That he doth not know whether Timma Soobaraw's Jewels &c. &c. or not belonged to the Estate of Sholk Nagamally Chitty Naicker This Deponent further Saith That he went in Company with Thomas Parsons who went to Poonam Sittanna's house to the House of a Mussaumer Person who went to Poonam Sittanna's house to the House of a Neighbour of Timma Soobaraw, whose name he does not Recollect, by the Order of Mr. Bowden and found there four Boxes which they Carried likewise to Mr. Bowden's house and delivered to that Gentleman but that this Deponent is not acquainted with What Contents That they went also to the House of a Brahminy under the Guardiance of Timma Soobaraw's Man and there took Possession of Two Bundles of Brass Pots &c. which they also Carried to Mr. Bowden That they likewise went to the two other houses on the same business, but discovered

Reserved Nothing And further this Deponent Saith Not To this or the last Interrogatory — 2d The Mark of Nunatachillum —

E. W. Fallofield
W. Michell
Commissioners
Cat. Negapatam

Mayor's Court of Madrasspatanam

Between Caucalaguilly Chinna Tadry of Negapatam Cast Inhabitant of Madras Inhabitant Complainant and James Russ and Laurence Bowden of Madras Merchants Defendants

On the Part and behalf of the Defendants

Cauvery of Negapatam aged Seventeen Years or there abouts being Produced Sworn and Examined as a Witness in this Cause on the 30th Day of July in the Year of Our Lord One Thousand Seven hundred and Eighty Nine Deposeth as follows —

To the first Interrogatory this Deponent Saith That She doth know the Complainant Caucalaguilly Chinna Tadry in this Cause and that She hath been known him for Three Years or there about — That She doth not know Mr. James Russ One of the Defendants but doth know Mr. Laurence Bowden the other Defendant in this Cause and hath for known him Three Years or there about and further this Deponent Saith not to this Interrogatory —

To the fourth Interrogatory this Deponent Saith That the Jewels belonging to the Family of Sheik Naganally Chinny Naicker of Negapatam

That

That Jaggana da Naigen and his Wife Nuncamma did after the Death of Sheik Naganally Chinny Naicker Conceal some Brass Pots Lamps Basons and other things of this Kind in different Places by digging holes in the Garden Adjoining the House, that this happened Previous by to any alarm being Spread of Mr. Bowden's intentions to take Charge of the Effects of the Estate that the aforesaid Brass things were delivered to this Deponent by Nuncamma the wife of Jaggana da Naigen, and by her this Deponent Carried to the House of said Banyan Named Ramu Chitty and delivered to him in order to their being Concealed — that Caucalaguilly Chinna Tadry did Convey from the House of Jaggana da Naigue a bundle of Jewels which were delivered to him by Nuncamma the Wife of Jaggana da Naigue to the House of Ponnama Sillerian — that this happened a little while after the Persons sent by Mr. Bowden to secure the Property in the House had made their Appearance and that these Jewels &c. Were sent away in a Private manner to Prevent their falling into Mr. Bowden's hands —

This Deponent further Saith that she firmly believes that the aforesaid Jewels &c. belonged to the Estate of Sheik Naganally Chinny Naicker and Not to Caucalaguilly Chinna Tadry —

To the 7th and last Interrogatory this Deponent Saith That Nuncamma delivered to her from Jaggana da Naigue's House after Mr. Bowden's intentions of taking Possession of the Estate were known three empty boxes which the Deponent delivered to the Eldest Sister of Putavenam Naigue and also three empty Boxes and a bundle of Clothes which this Deponent Carried to the House of Putavenam Naigue and delivered to this Youngest Sister And further this Deponent Saith not —

+ The Mark of Cavery

E. W. Fallofield
W. Michell
Commissioners
Cat. Negapatam

Mayor's Court of
Madraspatnam.

Between Cavalapully Vincatadry of Nigapatam but at Present of Madras Inhabitant Complainant and Lawrence Bowden of Madras Merchant Defendant

On the Part and Behalf of the Defendant

Poorna Sittiah of Nigapatam Aged twenty Eight Years or thereabouts being Produced Sworn, examined as a Witness in this Cause on the 4th Day of August in the Year of Our Lord One Thousand Seven Hundred and Eighty Nine Deposeth as follows.

To the first Interrogatory this Deponent Saith That he doth Know the Complainant Cavalapully Vincatadry in this Cause and that he Hath to his Knowledge been these Years or thereabouts. That he doth not Know Mr James Ross One of the Defendants but doth Know Mr Lawrence Bowden the other Defendant in this Cause and hath for Known him these Years or thereabouts and further this Deponent Saith not to this Interrogatory

To the Second Interrogatory this Deponent Saith That Cavalapully Vincatadry and his Grandmother Lanka Cudamal did Deliver into the Hands of this Deponent a Small Parcel of Jewels Sealed with Two Seals and a Bundle of Clothes Sealed with Three Seals and Two Locks Which Cloths but Deponent Informed him whether there were any of the Property of Sheik Naganally Chitty Naicker in any of the Parcels they only Committed them to his (this Deponents) Trust Saying they were Themselves going to Madras That their Jewels and Effects he Deponent then had were placed under his Charge in the Month of April about three Years ago at which time Mr Lawrence Resident of Nigapatam but he cannot Precisely Recollect the Day of the Month Wherein this happened That the Jewels and Effects aforenamed

Were Deposited with this Deponent Pursuant to the Manner above Related Generally to his having heard that Mr Bowden intended to Discover and take Possession of the Estate & Effects of Sheik Naganally Chitty Naicker Deceased and also One Day Previously to the Public Notification made by Mr Bowden with a View to the Discovery wherein any Part of the Effects belonging to the said Estate had been Concealed or Deposited This Deponent further Saith that upon Information given to Mr Bowden by Chinna Soobarau Mr Bowden sent this Deponent by name Venkatachellum and a Cooly by whose Name he does not know to this Deponents House that on the Peon and Cooly above named demanding the aforesaid Jewels and Effects from him this Deponent declaring at the same time that they Were the Property of Sheik Naganally Chitty Naicker Deceased He this Deponent Carried him First the Jewels and Cloths and delivered the Bundle of Clothes to the Peon Venkatachellum with which they directly proceeded together to the House of Mr Bowden that Mr Bowden upon their Arrival sent for Chinna Soobarau to his House and upon his coming there Shewed him the above Parcels and desired him Chinna Soobarau to examine the Jewels, acquainting him at the same time whether the Parcels belonged to him Chinna Soobarau whereupon Jame Saib whether the Parcels belonged to him Chinna Soobarau whereupon this Deponent Was dismissed by Mr Bowden and further Saith not to this Interrogatory

To the Last Interrogatory this Deponent Saith that about a Month after the said Jewels and Cloths were delivered by to Mr Bowden this Deponent Went to Madras where he met the Complainant Cavalapully Vincatadry and his Grandmother who asked him for a Receipt for the said Parcels that he had been intrusted to him by her this Deponent Accordingly gave to the Complainant Cavalapully Vincatadry and his Grandmother Lanka Cudamal And further this Deponent Saith not to this Interrogatory

W. Fallofield
W. Michell
Commissioners
at Nigapatam

Mayor's Court of Madraspatnam.

Between Cauvalayanelly Venkatadry of Negapatam but at present of Madras Inhabitant Complainant and James Ames and Lawrence Powden of Madras Merchant Defendants

On the Part and Behalf of the Defendants

Archalenga Moodelliar of Negapatam Aged Thirty Years or thereabouts being Produced, Sworn, examined & admitted in this Cause on the 6th Day of August in the Year of Our Lord One Thousand Seven hundred and Eighty three Deposeth as follows

To the first Interrogatory this Deponent Saith that he doth know the Complainant Cauvalayanelly Venkatadry in this Cause and that he hath known him these Years or thereabouts that he doth know Mr James Ames One of the Defendants and that he hath known him about three Years, but doth not know Mr Lawrence Powden the other Defendant in this Cause and further this Deponent Saith not to this Interrogatory

To the 2d Interrogatory this Deponent Saith that he was intimately Acquainted with Sheik Naganally Chitty Marcker Deceased as well as with his Family and Circumstances both in Life and since his Death having been employed in his Service himself about Ten Years and his Brother about Eighteen Years — This Deponent further Saith that during the time he was at Madras he saw a Letter from Negapatam in which he Believes it was mentioned that Notice had been Publickly given thereby Mr Powden that all Persons in Possession of any Part of the Estate Effects of Sheik Naganally Chitty Marcker Deceased should discover the same to him & Mr Powden and that in Consequence thereof some Effects had been found in the Houses of a Gentoo Man (whom he Believes to have been Tenant Littawan) and in the Houses of Company Peons and had been Carried and Delivered to Mr Powden This Deponent further Saith that he never saw the Jewels said to have been Deposited in Pawn and Letters mentioned in the Answer but he Believes that the said Jewels &c were the Property of Sheik Naganally Chitty Marcker Deceased and this Reason for being of this Opinion is that he does not think any other Jewels except what Belonged to the Family would have been brought into or Deposited in Sheik Naganally Chitty Marcker's House — And further this Deponent Saith not to this or the Last Interrogatory having declared all that came to his Knowledge of Transactions —

Ed. M. Falloseild
W. Michell
} Commissioners at Negapatam

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 Honble the Mayor's Court at Madras wherein Cauvalayanelly Venkatadry late of Negapatam but at Present of Madras Inhabitant is Complainant and James Ames and Lawrence Powden of Madras Merchants and Copartners are Defendants —

On the Part and Behalf of the above Named Defendants —

To all the Witnesses ... 1st ... Do You know the Parties Complainant and Defendants in the Title of these Interrogatories Named or either and which of them & how long have Yours known them or either and which of them Declare —

Nonasammy 2d ... Did You or did You not at the House of James Ames Examine two or three Parcels of Jewels and wearing Apparel now in Dispute & What did You find Most of them Old and Lumming Women's and Mens Wearing Apparel and did You or did You not also Examine the Impressions of the Seal upon the Parcel

of

of Jewels and shall for that purpose be desired to produce the Impressions of Tholk. Naganally Chiny Naicker Seal. Look at the Impressions of the Seal now Produced and Shewn to You at this the time of Your Examination Marked A. Is it or is it not the Impression of the said Tholk. Naganally Chiny Naicker Macrowa and Jaggannaickaloo the Younger Sons of the said Tholk. Naganally Chiny Naicker about Seven Nagapatanam at the time the said Jewels were Removed by Lawrence Powdew and how long was he absent Previous to the said Discovery.

Nayapah Master 3. ... How Your owne Knowledge Were You intimately Acquainted with Tholk. Naganally Chiny Naicker late of Negapatanam Merchant in his Life time as also with his family and Estate? Ans. Do You or do You not know whether the Jewels and Wearing Apparel which were Concealed with Pora and Silloo and afterwards taken by Lawrence Powdew belonged to the Estate of the said Tholk Naganally Chiny Naicker or to whom else? Relate the whole You know respecting the Affairs of the said Tholk. Naganally Chiny Naicker also of the Jewels in Question According to the best of Your knowledge Remembrance and belief.

Venkatasamy 4. ... Are You or are You not one of the family of Tholk. Naganally Chiny Naicker deceased? Ans. How Long were You intimately Acquainted with all his Affairs in his Life Time and Since his Death And do You or do You not Know that Vencamah the Wife of Jaggannaickaloo the Younger Son of the said Tholk. Naganally Chiny Naicker has embezled Most Part of the Estate of the deceased And did or did not the said Vencamah deliver unto Venkatasamy the above named Complainant the Jewels and Wearing apparel now in Dispute to be Concealed with Pora and Silloo and for fear that they might fall into the hands of Lawrence Powdew who was then Collecting all the Estate of the said Deceased at Negapatanam for what other Purpose were the same delivered Shortly delivered Before or after the Allarm had been given for the discovery of their Effects of the said Deceased Were or were not the said Jewels and Wearing Apparel the Real Property of the said Deceased at his Life Time and became part of his Estate at the time of his Death Did You or did You not See the said Parcels of Jewels and Wearing Apparel the Real Property of the said Deceased at his Life Time and

became Part of his Estate after his Death Did You or did You not see the said Parcels of Jewels and Wearing Apparel and was or was not the Impressions of the said Seal on the Parcels of Jewels produced to You Marked A. Is it or is it not the Impressions of the said Tholk. Naganally Chiny Naicker Macrowa Jaggannaickaloo at that time and how long was he absent from Negapatanam previous thereto Relate the whole You know touching the said Jewels and Wearing Apparel According to the best of Your Knowledge Remembrance and Belief.

Stephen Popham
Sammy Chucaty
Thomas Stephens } 5th. ... Did or did not James Annow in Your Presence and in the Presence of several others at Madras Open Certain Parcels of Jewels and Wearing Apparel sent by Lawrence Powdew from Negapatanam as the Property of Tholk. Naganally Chiny Naicker Deceased? Was or was not the said Jewels for the Most Part Old and Among them some Mens Wearing Apparel

Henry Dupuy ... 6th. ... Did or did not James Annow in Your Presence and in the Presence of the Complainant Propose to Jaggannaickaloo the Younger Son of Tholk. Naganally Chiny Naicker that he would make Ballast Trichinopoly and Pagoda that the Jewels and Wearing Apparel now in Dispute which the Complainant Pretended to have Received from the said Jaggannaickaloo was not the Property of the said Tholk. Naganally Chiny Naicker and did not Constitute a Part of his Estate at the time of his Decease that the said James Annow would find that Cowrigio Dogs all Your Pretensions to them And did or did not the said Jaggannaickaloo Refuse to do the same?

To all the Witnesses ... 7th. ... Do You know of any other Matter or Thing or have You heard or can You think of any thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the Defendants? Ans. Declare the same as You know have heard or do believe together with the Reasons of such Your belief as if You had been thereunto particularly Interrogated.

Popham
Atty for Defendant

This Exhibit Marked A was shewn to Nunnasawmy and Nunnatamby at the respective times of their Examinations before mentioned on the Part of the Defendants Lua Certain Cause now depending in the Honble the Mayors Court at Madraspatnam wherein the said Caucalapauty Venkatadry is Complainant and James Rumm and Lawrence Powderware Defendants was on the 2nd Day of September Anno Domini 1789

Joseph Shawe
Exr

Mayor's Court at Madraspatnam

Between Caucalapauty Venkatadry late of Negapatnam but at present of Madras Inhabitant Complainant and James Rumm and Lawrence Powder of Madras Merchants and Copartners Defendants

On the Part of the Defendants

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

Nunnasawmy Dubash of Madras Aged thirty four Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendants was on the second day of September One Thousand Seven hundred and Eighty Nine Sworn before Mr Henry Du Pre Porcher Attorney for the Complainant by Virtue of my Commission to me Directed for the Purpose and Sworn Interpreter by Virtue of my Commission to me Directed for the Purpose aforesaid Deposeth and Saith as followeth

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Caucalapauty Venkatadry in this Cause and that he has known him about One Year and an half and that he doth know the Defendts James Rumm and Lawrence Powder in this Cause and that he has known

Known

Known them about three Years and more he said the first Witness

2 To the second Interrogatory this Deponent saith that he did at the House of James Rumm examine two or three Parcels of Jewels and Wearing Apparel Now in dispute and further saith that he found most of them Old and among them some Mens Wearing Apparel this Deponent Saith that he did examine their impressions of the Seal upon the parcels of Jewels and further Saith that he had not the impressions of Sheik Naganally Chitty Naicker but has seen that of his deceased Father Named Pagallon Naicker this Deponent hath looked at the impressions of the Seal now Produced and shewn to him at this the time of his Examination Marked A and says that it is not the impression of the said Sheik Naganally Chitty Naicker but that of his deceased father Naganally Pagal Naicker and further Saith that Jaggernaicker the Younger Son of the said Sheik Naganally Chitty Naicker was absent from Negapatnam at the time the said Jewels were discovered by Lawrence Powder and that he had been absent One Year Previous to the said discovery and from the time to this present the Last Interrogatory

Joseph Shawe
Exr

Mayor's Court at Madraspatnam

Between Caucalapauty Venkatadry late of Negapatnam but at present of Madras Merchant Complainant and James Rumm and Lawrence Powder of Madras Merchants and Copartners Defendants

On the Part of the Defendants

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

Nayanah

Tamiyah Master a Doctor of Negapatam Aged forty four Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendants was on the second day of Sept.r One Thousand Seven hundred and Eighty Nine Sworn before me Henry Dis Puy one of his Majesty's Attorneys for the Complt.s by Our Sworn Servants who also left with a Note of the Name Title and Place of Abode of the said Deponent and afterwards on this same day being Sworn and Examined Deposeth as follows Viz.t

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Kancalaputty Venkatadry in this Cause, and that he hath so known him about Eight or Nine Years and that he doth know the Defend.ts James Ames and Lawrence Dowdeswell in this Cause and that they have known them about Three Years And saith Nought to this first Interrogatory

2d ..... To the Third Interrogatory this Deponent saith, that he was very intimately Acquainted with Pholk. Nagamally Chiny Naicker late of Negapatam and knows in his Life Time, as also with his Family and Estate and further saith, that he doth know that the Lands Houses and Gardens which were mentioned in the Petition and Answers to belong to the Estate of the said Pholk. Nagamally Chiny Naicker And Maketh no further to this or to the last Interrogatory

Joseph Shame

Mayor's Court Madraspatanam

Between Kancalaputty Venkatadry late of Negapatam but at Present of Madras Inhabitant Complainant and James Ames and Lawrence Dowdeswell of Madras Merchants and Copartners Defendants

On the Part of the Defendants

Depositions

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

Venkatasamy Dubash of Madras Aged twenty eight Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendants was on the second Day of September One Thousand Seven hundred and eighty Nine Sworn before me Henry Dis Puy one of his Majesty's Attorneys for the Complainant by Our Sworn 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.t

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complt.t Kancalaputty Venkatadry in this Cause, and that he hath so known him four Years or thereabouts and that he doth know the Defendant James Ames in this Cause, and that he hath also known him Six Years or thereabouts and that he doth also know the Defendant Lawrence Dowdeswell in this Cause, and that he hath also known him three Years or thereabouts And More this said Deponent to this first Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, that he was one of the family of Pholk. Nagamally Chiny Naicker deceased and further saith, that he was very intimately acquainted with all his affairs in his Life Time and since his death This Deponent saith, that he doth know that Veeramah the Wife of Jaggernaicka the Younger Son of the said Pholk. Nagamally Chiny Naicker, has embezzled a great Part of the estate of the deceased and further saith, that the said Veeramah did deliver unto Venkatadry the above Named Complainant the Jewels and Wearing Apparel now indisputed to be Concealed with Poreamsettiman for fear that they might fall into the hands of Lawrence Dowdeswell who was then Collecting all the Estate of the said deceased Pholk. Nagamally and this Deponent saith, that they were delivered after the alarm had been given for the Discovery of the Effects of the said deceased and further saith, that the said Jewels and Wearing Apparel were the Real Property of the said deceased in his life

time

Sirnr, and became Part of Illumalatchy after his Death. This Deponent saith, That the Defendant Thesaid Parcels of Ground and Hearing Apparel and further saith, That he had not the Inspection of Sheik Nagoor alley Chitty Naicker, but that from time to time and Father Jaggalore Naidoo. This Deponent saith That he hath looked at the Inspections of the Cabinet Produced to him marked with the Letters A, and says, That it is not the Inspection of the said Sheik Nagoor alley Chitty Naicker - but that it is the Inspections of his deceased Father Jaggalore Naidoo and further saith That Jaggernaick also was at Madapollam a Patical And that he was absent from Negapatam previous thereto Six or Seven Months and never has till now to this or the last Interrogatory

Joseph Shawe
Exr

Mayor's Court at Madraspatnam

Between Cancalayetty Venkatadry late of Negapatnam but at Present of Madras Inhabitant Complainant and James Ames and Lawrence Powden of Madras Merchants and Copartners Defendants

On the Part of the Defendants

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

Mr Stephen Popham One of the Attorneys of this Honble Court of Madras Aged forty four Years or Thereabouts being produced as a Witness in this Cause on the Part of the Defendants was on the Nineteenth Day of October One Thousand Seven hundred and Eighty Nine Sworn and Examined Deposeth as follows viz.

To the first Interrogatory This Deponent saith That he does not know the Complt Cancalayetty Venkatadry in this Cause but that he doth know the Defendant James

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Ames in this Cause, and that he has to his knowledge seen him about Nine Years and that he doth also know the other Defendant Lawrence Powden in this Cause and that he hath so known him about Six Years and to such he doth believe this first Interrogatory

3d To the first Interrogatory This Deponent saith he knows James Ames in this pretended and in the Province of Tanjore where he did represent his own Honour and Fortune George Amor another Parcel or Parcels containing Jewels and Wearing Apparel sent as This Deponent understood by Lawrence Powden from Negapatam as the Property of the Late Sheik Nagoor alley Chitty Naicker deceased and sealed with a seal of Some Native This Deponent acting as Notary took an Account of the said Articles which the said James Ames afterwards sold at Publick Outcry - And this Deponent recollects that some wearing Apparel was in the Parcels, and that most of the Contents of the Parcels were Old - And more he saith Not to this or to the Last Interrogatory

Joseph Shawe
Exr

S. Popham

Mayor's Court at Madraspatnam

Between Cancalayetty Venkatadry late of Negapatnam but at Present of Madras Inhabitant Complainant and James Ames and Lawrence Powden of Madras Merchants and Copartners Defendants

On the Part of the Defendants

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

Sawmy Vencata Dubash of Madras Aged forty three Years or Thereabouts being produced as a Witness in this Cause On the Part of the Defendants was on the fifteenth Day of November One Thousand Seven hundred and Eighty Nine Sworn and Examined Deposeth as follows viz.

To

To the first Interrogatory this Deponent saith, that he has had long imperfect Knowledge of the Complainant Cancalapudy Venkatadry in this Cause and that he doth know the Defendant Lawrence Bowdin in this Cause, and that he has known him about seven Years and that he doth know the other Defendant Lawrence Bowdin in this Cause and that he has known him about four Years. And more he saith not to this first Interrogatory

3d To the fifth Interrogatory this Deponent saith that Lawrence Bowdin in his Presence and in the Presence of several others at Madras open'd certain Parcels of Jewels and Wearing Apparel sent by Lawrence Bowdin from Negapatnam as the Property of Sheik Naganally Chiny Naicker and further saith, that the Same were for the most Part Old and damaged Thereupon Mess. Hearing Appraisers (which were also Old Inhabitants) have since valued the Same as he hears. And more he saith not to this or to the last Interrogatory

Joseph Shaw Exr.

Mayor's Court at Madrasapatnam } Between Cancalapudy Venkatadry late of Negapatnam but at Present of Madras Inhabitant Complainant and Lawrence Bowdin of Madras Merchant and Copartner Defendants

On the Part of the Defendants

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

Mr. Thomas Stephens Merchant of Madras aged twenty four Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendants and Sworn on the Holy Evangelists of Almighty God deposeth and

and Examined Deponent saith as follows viz.

1st to 2d To the first Interrogatory this Deponent saith, that he does not know the Complainant Cancalapudy Venkatadry in this Cause, but that he doth know the Defendant Lawrence Bowdin in this Cause, and that he has known him about Eight Years. And that he doth know the other Defendant Lawrence Bowdin in this Cause, and that he has known him about Seven Years And more he saith not to this first Interrogatory

3d To the fifth Interrogatory this Deponent saith, that Lawrence Bowdin did in this Presence and in the Presence of several others at Madras open certain Parcels of Jewels and Wearing Apparel sent by Lawrence Bowdin from Negapatnam as the Property of Sheik Naganally Chiny Naicker and further saith that the same were for the most Part worn Old and damaged Thereupon Mess. Hearing Appraisers (which were also Old Inhabitants) have since valued the Same as he hears. And more he saith not to this fifth Interrogatory

To the last Interrogatory this Deponent saith, that he attended the Sale of the aforementioned Articles at the Sea Gate in Fort St. George, which were sold indiscriminately for the most that could be obtained. And more he saith not to this Last Interrogatory

Thomas Stephens

Joseph Shaw Exr.

Additional Interrogatories to be
Administered to the Witnesses to be Produced
Sworn and Examined on the Certain Cause now
depending and at Issue in the Honble the Mayors
Court at Madraspatnam wherein Cavalapudy
Venkatadry late of Nagapatnam but at Present
of Madras Inhabitant is Complainant and
James Rivers and Lawrence Bowden of Madras
Merchants and Copartners are Defendants
On the Part and Behalf of the above Named Defendants

For all the Witnesses ... 1 ... Do You know the Parties Complainant and
Defendants in this Cause and Each of them and how long have You known them or either and which of them
Witness Declare

Pyza Chitty Cathiah and Vadamally ... 2 ... Did or did not the above named Complainant
and whomsoever offer You a Reward, If Yea, to what Amount, if Your
would Depose Contrary to what is herein and hereafter Interrogated
in this above Cause, According to his written Instructions, If Yea Declare the
whole of the Matters in Question According to the best of Your Knowledge
Remembrance and Belief

For all the Witnesses ... 3 ... Do You know of any other Matters Things or Facts
You shall or can Depose of or concerning any thing touching the matters in
Question in this Cause that may tend to the benefit or Advantage of
the Defendants If Yea declare the same as You know have heard or
do believe together with the Reasons of such Your Belief as if You had
been thereunto Particularly Interrogated

J. Popham
Atty for Defendants

Mayor's Court at
Madraspatnam

Between Cavalapudy Venkatadry
late of Nagapatnam but at Present of Madras
Inhabitant Complainant and James Rivers
and Lawrence Bowden of Madras Merchants
and Copartners Defendants
On the Part of the Defendants

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

Pyza Chitty Broker Inhabitant of Nagapatnam Aged Thirty four Years or thereabouts
being Produced as a Witness in this Cause On the Part of the Defendants was in this Examination
Day of September One Thousand Seven hundred and Eighty Nine Liquefied at the Office
of Mr Henry Dupuy who is Attorney for the Complainant by Cavalapudy Venkatadry 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.

1 ... To the first Interrogatory this Deponent saith, that he doth know the
Complainant Cavalapudy Venkatadry in this Cause and that he hath
so known him about One Year and that he doth know the Defendant
James Rivers in this Cause, and that he hath so known him about two
Years and that he doth not know the other Defendant Lawrence Bowden
in this Cause And answers to the rest of this first Interrogatory
in this Cause Doth answer as it ought to this first Interrogatory

2 ... To the second Interrogatory this Deponent Saith, that the above named Complt
did offer him a Reward of Seventy Pags Provided he would Depose certain
Matters on behalf and for the interest of the Complainant in the above
Cause, According to his written instructions And further saith, that
the Complainant did at the Time of making the above mentioned offer of
Seventy Pags Propose to pay five of which immediately and the remaining
fifteen Pags at Mr Dupuy after this Deponent should have Deposed in
favor

favor of the Complainant Laudumnehenaitt Sent to this or to the last Interrogatory

Joseph Shawe
Exr

Mayor's Court
Madrasspatanam

Between Cassapaty Venkatadry late of Nagapatnam but at present of Madras Inhabitant Complainant and James Amos and Laurence Bowden of Madras Merchants and Copartners Defendants

On the Part of the Defendants

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

Callian Dubash Inhabitant of Nagapatnam Aged thirty five Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendants was sworn the twenty eighth Day of September one thousand seven hundred and Eighty Nine Examined at the Office of Mr Henry Dupuy the Defendants Attorney for the Complainant by Canacabuny Servant who also Left a Note of the Name Title and Place of abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as follows Viz.

1st ..... To the first Interrogatory this Deponent Saith that he doth know the Complt Cassalapatty Venkatadry in this Cause and that he hath been known unto about the Month and that he doth know the Defendant James Amos in this Cause, and that he hath been known since four Years or thereabouts but that he did not know the other Defendant Laurence Bowden in this Cause Dud answer he saith not to this first Interrogatory.

2d ..... To the second Interrogatory this Deponent saith that Laggenaigalo the Father in Law of the Complainant did offer and actually paid him the Sum of five Pagodas to depose certain things in behalf and for the Interest of

of the Complainant in the above Cause According to his Instructions; Notwithstanding which this Deponent Absolutely refused to Comply with the Request of the Complainant Dud answer he saith not to this or to the last Interrogatory.

Joseph Shawe
Exr

Fort St George 23d March 1790.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of March Anno Domini 1790.

Present

Vincentio Corbett, Esqr Mayor
Andrew Ross and Hz Chz Michell
Aldermen

Cassalapauty Venkadatry
vers.
James Amos & Laurence Bowden

Affedavit of Thomas Jones of Service of Notice of Hearing Sworn
This Court Read and filed This Day Ordered that this Cause Recommence to
be Heard on Tuesday Next and that the Defendants Attorney for the Complainant
it is Ordered that the Attorney for the Defendants do Serve the Complainant
With Notice of Hearing of which Service Affidavit to be given.

A true Extract
G. Taylor
Regr

In the Honble the Mayors
Court at Madraspatnam

Between Cannalayanti Venkatadry
Complainant and James Rous and Law-
rence Powden Defendants

The Affidavit of Thomas Jones One of the Serjeants
of this Honble Court

This Deponent Maketh Oath and saith that he
did on the Twenty Second day of this Instant March Personally go to
the House where the Complainant Lives & there shewed unto a Copy of
the Extract written on the Other side but the Complainant was not to
be found and this Deponent did and Consequently there of leave a true Copy
of the said Extract at the said House.

Thomas Jones

Sworn in Court
this 23d March 1790
Geo Taylor
Regr

Mayors Court
Madraspatnam

Tuesday the 23d Day of March
Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
James Call — Andrew Ross
and
Sibon Mitford — Aldermen

Between Cannalayanti Venkatadry
Late of Nagapatam but at Present of
Madras Inhabitant Complainant
and James Rous and Lawrence Powden
of Fort Saint George Merchants Defendants

This Cause Coming on to be Heard and Debated this
day in the Presence of the Attorney for the Defendants & the Attorney for the
Complainant having Archibald Reid Reading and Reading the Affidavit of
Thomas Jones of Service of Notice of hearing, the Complainants Bill
with a Schedule Annexed, the Defendants Answer with Copy of a Letter
Annexed, the Replication with Copy Annexed and Attested Copy of the Affidavit
of Sundry Jewells and Effects Annexed, the Amended Rejoinder, the
Interrogatories and Depositions on the Part of the Complainant with
three Exhibits Annexed, the Interrogatories and Depositions on the
Part of the Defendants with an Exhibit Marked A. Annexed On
Hearing the Reading made Use of by the Attorney for the Defendants
and due Consideration had thereon This Court doth think fitt to
Order and Decree and doth Accordingly Order and Decree that the
Complainants Bill be and is Dismissed with Costs

Ct

Filed 23 October 1783.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Paul Jacques Lemaire Secretary of Madraspatnam Publick Office That Your Orator has fully fulfilled and Conformed to that Protection for himself Family and Property which every Inhabitant is Entitled unto under a British Government and is Constantly Provided with Provisions of the Town Fort Fort Cuddalore Garrisons or Places immediately Subordinate to the Government belonging unto the Honble United English East India Company under the Presidency of Fort Saint George and within the Jurisdiction of this Honble Court during the whole Life of the Annexed having been Encouraged to Settle and Reside within the Government of the said English East India Company from Whence Protection for their Persons Families Estates and Property they are Entirely Conforming themselves to the Laws and Regulations Prescribed by the British Legislature and in every thing Demeaning themselves as good and Loyal Subjects Hitherto of Which Your Honble Court are fully Witness and always Considering themselves Entitled unto the like Administration of Justice as Inhabitants and Liege Subjects Resident within the English Government or Presidency of Fort Saint George aforesaid Whenever the Prosecution of their Lawful Rights or Protection of their Persons from Robbery Violence or Oppression or the Security of their Property Required their Interposition or Assistance on their behalf Your Orator further Shews unto this Honble Court That the Employment or Service which the Your Orator was Engaged in as Head Dubash to Mr Henry Norris in the East Indies of the United Company of Merchants of England Trading to the East Indies Hitherto Established at Fort Saint George aforesaid Necessary for him to Attend his Said Master in Fort Saint George aforesaid commencing the Year of Our Lord One Thousand Seven Hundred and Seventy Seven which Garrison the said Henry Norris

was at that time by the Governor and Council of Fort Saint George aforesaid Appointed Paymaster Your Orator further Sheweth unto this Honble Court that Your Orator was Received by the said Henry Norris in the Capacity or Station of Head Dubash that Jean Lambert Naiquè was also in the Service of the said Henry Norris as Second Dubash and One Lingana Das Cash Keeper Your Orator further Sheweth unto this Honble Court that the said Lambert Naiquè having been intrusted with a Considerable Sum of Money for the Erecting and Building of a Church at Lambakistna and being Suspected of Defrauding his Employer Your Orator was Ordered to Inquire into and carefully Examine his Accounts Relative thereto in which Investigation many Impositions and Fraudulent Practices of the said Lambert Naiquè were Discovered which in Justice Your Orator was Obliged to set forth to those Concerned Yet this Your Orator Reported Such Discoveries in the Easiest and most Effective manner Possible Although not without incurring the Ill will of the said Lambert Naiquè which soon that Period became fixed and Inveterate Enmity towards Your Orator Actuated him to Seek and Mark the Utter Destruction and Ruin of Your Orator and his Family for the Effecting of which the said Lambert Naiquè Associated himself with Lingana and One Coyea a Writer under Your Orator who Concerted together Accused Your Orator with having Defrauded his Master Henry Norris in the Article of Legacy Vouchers whereupon Your Orator Requested the whole Account and Matters Relative thereto might be Examined into and Justice done According to the Truth Of the Case Your Orator further Sheweth unto this Honble Court That Inquiry a Thorough Investigation and Strict Minute Inquiry into Every Particular and Ground whatever Appeared to Support the Accusations Against Your Orator and therewith was proved false and Malicious done with an Intent to defame Scandalize and Injure Your Orator in the Opinions of his Master in Particular and the World in General Your Orator further Sheweth unto this Honble Court That Notwithstanding the said Accusations of the said Lambert Naiquè Lingana and Coyea were found to be wholly false and Groundless Yet they were Continued in the Service of the said Henry Norris whereas Your Orator

Orator unwilling to Subject himself to further Inconvenience and sometimes Expenses by
Discharge from the said Master Henry Norris who finding Your Orator unwilling
to stay longer in his Service and he being desirous of Retaining him to the
said Henry Norris Applied to the Brother of Your Orator to Prevail upon Your Orator
To Continue in his Service and in Order to induce Your Orator to Comply therewith the
the said Henry Norris Promised undertook and Assured the Certain Payment of
Thirty Star Pagodas per Month so long as he Your Orator should Remain in the Service
of him the said Henry Norris and also that Your Orator should have and receive
two Fanams for every Pagoda as a Gratuity with the further Assurance
and Promise that the the said Henry Norris would Augment his Pay and Gratuity
or else free his Master or Employment of Payment as aforesaid and make Your Orator's
Fortune under which Promises and Assurance Your Orator Sheweth
unto this Honble Court that he was induced to Continue in the Service of the said
Henry Norris for a Considerable Time and Your Orator further Sheweth unto this
Honble Court that in the Year of Our Lord One Thousand Seven hundred and Seventy
Eight by the Express Order and Assistance of the said Henry Norris he Your Orator
Personally Provided a Large number of Bullocks for the Purpose of Carrying
Stores to Pondicherry as will more fully appear by the said Bullocks and Slaves & the said Henry
Norris Himself Together with Coppa who Contrary to his Engagement under
which Your Orator was Suffered and Permitted to take Charge and to Retain all
the Gratuity Arising from the whole Expedition and which by Right belonged and
Ought to have been Paid unto Your Orator Your Orator further Sheweth unto this
Honble Court that after the Reduction of Pondicherry the Masters and Owners of
the Bullocks Returned to Trichinopoly and often Requested the said Henry Norris
to settle their Account which the said Henry Norris Refused to do and put them
off from time to time under frivolous and false Pretences and Excuses until at Last
Our Two Brothers appointed Attorneys by the most Considerable Bullock Masters and
to Madras aforesaid Petitioned the Honble the Governor and Council who being Witnesses
of the Claim and the Justness thereof sent a Letter to the said Henry Norris

said Henry Norris was much Alarmed and Applied unto Your Orator with the
Strongest Assurances of Rewards and favour to write to Madras and get the matter
Settled with the said Pitchandy the Bullock Master whereunder Promises of Payment
and Satisfaction for all their injuries he had Received was Prevailed upon to leave
Madras and Return to Trichinopoly at which Place he was Seized upon by Order
of the said Henry Norris immediately after his Arrival and Closely Confined in
Which Situation he Remained Near three Years in prison and instead of receiving
Payment for his Bullocks and Satisfaction for the Losses he had Sustained
and been put unto where from Your Orator Sheweth that he was brought into
Much disgrace & Your Orator having Promised and Assured the Masters
and Owners of the Bullocks full Satisfaction from the said Henry Norris but
was unable afterwards to Procure it for them and thereby Incensed with the Reproaches
of the said Masters from Whom Your Orator Should Have to mention the matter
Again whereupon Your Orator Sheweth unto this Honble Court that Your
Orator was much Troubled in his Mind, having always Laboured to Regain
Your Orator himself Honestly and Properly in Every matter Concern or Transaction wherein
he was Employed, and had thereby Acquired the Confidence and Good will of all
People with Whom he had Dealings or Transactions
Yet Nevertheless Your Orator Sheweth unto this Honble Court that the Master
the said Henry Norris, being a Person of Evil Mind and Wicked Intention
towards Your Orator did Associate and unlawfully Combine and Conse-
derate himself with Evil Disposed Persons in the Service of the said
Company of Merchants of England Trading to the East Indies and then
Commanding Officers of the Garrison of Trichinopoly aforesaid who together
With Number Naigues & Dubashes Pagoda Caste People and Others
did Maliciously Injuriously and in Open Contempt and Violation of the Laws
of Great Britain Now and at that time in full Force and Vigour Combine
Conspire and Consederate themselves together and Contrive and Devise how to
injure Ruin and Oppress Your Orator by the most unlawful Cruel Violent
Destructive and Oppressive means Your Orator further Sheweth unto this Honble
Court

Court That on Thursday the Twenty fifth day of December which was in the Year of Christ One Thousand Seven hundred and Eighty One and in the Twenty first Year of the Reign of Our Sovereign Lord the Now King Your Orator being in the Peace of the said Lord the King at his House Situated in the Garrison of Fort Anne in the said Island and being Subordinate to and under the Government of Captain George aforesaid as Place or Garrison within the Jurisdiction of this Honble Court and Under the Influence Protection and Government of the British Legislature He Your Orator was unlawfully Violently and Illegally Assaulted Besieged and Imprisoned by the Contrivance and Express Orders of the said Henry Norris and Eccles Nixon aforesaid who Ordered Directed and Commanded Jumboo Naigue aforesaid with a Number of Armed Troopers or Sepoys from the Garrison to Invade and Assault and Contrary to the Laws of Great Britain Violently Forcibly and Illegally Against the Will of Your Orator and the Peace of our Sovereign Lord the King Enter the House of Your Orator and Besieged his Servants and Imprisoned Your Orator in a small Square Room Leaving Armed Troopers or Sepoys without Room Inwards to Guard him Your Orator further Shews unto this Honble Court That the Cruelty and Royal Rule Asked the Reason for such Force and Violence but was Refused every Satisfaction and Could Procure no Answer but That it was by Order of the said Henry Norris and Eccles Nixon aforesaid Your Orator further Shews unto this Honble Court That after the said Jumboo Naigue and the Troopers or Sepoys had with Force and Arms Besieged Assaulted and Dragged Your Orator into the Square and Confined him in manner and Form aforesaid They the said Jumboo Naigue and the said Armed Troopers or Sepoys did Violently Lay Hands upon and Seize the Aged Mother of Your Orator and Contrary to the Laws of Great Britain and Against the Peace of our Sovereign Lord the King but in Open Violation of the Usage and Customs of this Land Regulating Laws and Customs immemorially observed and followed Amongst the Inhabitants in General all Women and Female Children are Respected and their Persons and Apartments are Held Sacred and Their Doors ever Assistant to be Intruded or Their Apartments Entered by any other Man than their Husbands under Pain and Disgrace of Loosing their Cash and being forever after held in Contempt and Scorned by

the Elders Judges for Life Yet Nevertheless and Notwithstanding all the above Recited Customs Usages matters and things were well known to them the said Henry Norris Eccles Nixon and Jumboo Naigue Singuenab and Cepoy they being all of them Persons of Evil Intentions and Continuing their Wicked Designs towards Your Orator and his Family did of their Premeditated Malice to Effect the Ruin and forever to destroy the happiness and Domestic Peace of Your Orator and his Family Caused all the Apartments or Rooms of Your Orator House to be forcibly Entered on the said Twenty fifth day of December which was in the Year of Christ One Thousand Seven hundred and Eighty One And in the Twenty first Year of the Reign of Our Sovereign Lord the Now King and all the Women and Females Old and Young without Respect or Regard to Age or Rank were by their the said Henry Norris Eccles Nixon Jumboo Naigue Singuenab and Cepoy Express Orders and Directions Seized upon Assaulted and forcibly by the said Jumboo Naigue and Sundry Armed Troopers or Sepoys and others immediately under their Order and Influence and in Open Affiance and Contempt of all Laws or Decency Dragged into different Rooms and held and Retained Prisoners Against their will and the Peace of Our Sovereign Lord the King Your Orator further Shews unto this Honble Court That after they the said Jumboo Naigue and the Armed Troopers or Sepoys had so Effected their Base and Wicked Orders and Designs as aforesaid He the said Jumboo Naigue Demanded from Your Orator the Keys of Your Orator Writing Room and of his Chest wherein his Jewels and most Valuable Effects were kept with which Demand Your Orator Refused to Comply and declined to know the Reason of his Confinement and of the Indignity and Disgrace Offered to him and his Family but Intended of Answering Your Orator but the Jumboo Naigue then Acting in Conjunction with and in Consequence of the Orders Resolutions and Instructions Entered in or Received from the said Henry Norris Eccles Nixon Jumboo Naigue Singuenab and Cepoy Ordered a Black Smith to Attend with his Tools who Immediately Broke in the Door was Violently

Violently and feloniously Broke and forced Upon Contrary to and in Open
Violation of the Laws of Great Britain all that Time and Season in full force and
Virtue Your Orator further Shews Unto this Honble Court that on the said
Twenty first Day of December which was in the Year of Our Lord One Thousand
Seven Hundred and Eighty One and in the Twenty first Year of the Reign of
Our Sovereign Lord the King the said Jambo Naigue declaring his Rebel
Under and by Virtue of the Orders of the said Henry Norris and Evil Men
did with Force and Arms Against the Peace of Our said Lord the King and the
Laws of the Realm of England and his Dependencies Forcibly and Feloniously
Contrary to the will of Your Orator take Away Seize and Carry away all
Your Orator Jewels Plate and most Valuable Effects Books Bonds Accounts
Papers writings and Private Correspondences of Every Kind and Nature
whatsoever to the Irreparable Injury Loss and Damage of Your Orator and
his Children. Your Orator further Shews Unto this Honble Court that after
the said Jambo Naigue had Secured and Locked up all the Valuable
Effects and Property of Your Orator he Affixed a Seal Upon the Door of the
Room wherein they were Deposited after Locking the same and left a Guard
of Foreigners or Armed Negroes over Your Orator and his Family who were
Closely Confined and forcibly made Prisoners in their Different Rooms or
Apartments of Your Orator House and there Detained for a Long Space of
Time to Wit for the Space of Forty Nine Days immediately after that following
the said Twenty first Day of the said Month of December which was in
the Year of Christ One Thousand Seven Hundred and Eighty One and in the
Twenty first Year of the Reign of Our Sovereign Lord the now King Open
Defiance of the Laws of the Realm of England and Against the Peace of Our
said Lord the King. Your Orator further Shews Unto this Honble Court
that They the said Henry Norris Evil Men and Jambo Naigue Lingua and
Cyrus Continuing their Evil Contrivances Towards Your Orator did from
Malice aforethought and in Order to Prevent Your Orator from informing
any of his Friends of his Distressed and Miserable Situation and for
the Prosecuting Ruin of any Person to Attend Your Orator or any of his

Family or to Cover Your Orator his House a Guard besides the Armed Troopers or Negro
Men Slaves wearing Badges of the said Henry Norris and the other Armed Men Unknown
known to Your Orator Appointed them to Prevent Your Orator from all Relief Correspondence or Intercourse with any One whatsoever Your Orator further Shews Unto
this Honble Court that on the Second Day of this Illegal and Vile Confinement to wit
on Friday the Twenty first Day of December which was in the Year of Christ One
Thousand Seven Hundred and Eighty One and in the Twenty first Year of the
Reign of Our Sovereign Lord the now King the said Jambo Naigue Returned to
the Room of Your Orator and did by the Express Rigid advice and Directions of them
the said Henry Norris Evil Men Lingua and Cyrus as well Before as then Evil
disposition Then and There Open the Door of the Room in which the Jewels Papers
and all the said Valuable Effects of Your Orator were deposited and there found
feloniously and Against the will of Your Orator did take and carry away Some
Days Bonds Papers writings Accounts and Private Correspondence to the Great
Injury Vexation and Damage of Your Orator and Against the Peace of Our
Sovereign Lord the now King and Contrary to and in Violation of the Several
Statutes in such Cases made and Provided. Your Orator further Shews Unto this
Honble Court that in this Miserable and Wretched State of Duress he was allowed
no other Person to Attend or Wait on him but this Cook and then only at such
the Twenty four hours when he was Allowed a small Portion of Boiled Rice but
under no pretence whatsoever was Your Orator Allowed or Suffered to have any
Conversation with the said Cook or any one Else, but the said Cook at Setting down
the Apportion and Watched him all for Your Orator during the time he was always
forced to quit the Place immediately Your Orator further Shews Unto this
Honble Court that They the said Henry Norris Evil Men Jambo Naigue
Lingua and Cyrus Continuing their Evil Intentions and Malicious intentions
Towards Your Orator did frequently Consult and Advise how to Aid Abet and
further insult Your Orator in his Miserable Confinement for the Effecting of
their Cruel Oppressive Wicked and Illegal Purposes the said Jambo Naigue sometimes
Visited the Dreary Prison wherein Your Orator was Arbitrarily Confined

Without

Without any Cause Alleged or any pretended Debt from the said Defendant to which time of the said Tumbo Naigue Britaine Your Orator has been in the Custody of this Honble Court and by the Leave for such Imprisonment which Instead of Receiving any Answer Your Orator was Punished by being Deprived of his Liberty and confined Partition Allowance of Rice for Three Days together, which Punishment was during Your Orators Confinement and Illegal Imprisonment Several Times Repeated and Your Orator left Destitute of Food or Nourishment of any Kind or sort whatsoever for and during the Space of Three whole Days and Nights together from which Hard and Cruel Treatment Your Orators Life hath frequently been Endangered and rendered miserable to the Last Degree that Humanity is Capable of Supporting Your Orator further Sheweth unto this Honble Court that in order to Establish the Truth of the Several Matters in this Bill Contained and to Prove the Several Debts Payments and Receipts which were Demanded by the said Tumbo Naigue by Order as he declared of the said Henry Norris and his Associates in Trade which Demands Your Orator always Refused having no Just Title or Claim Your Orator is Ready to Comply with and will Swear to the said Tumbo Naigue that he Does not Owe to the said Tumbo Naigue the Sum of Forty first Days of December which is now the Year of Christ One Thousand Seven Hundred and Eighty One and then long Past Sign Seized and Carried away all his Your Orators Books of Accounts Papers Bonds and his Private Correspondence away with him and which he the said Tumbo Naigue Could Clearly Account for Your Orator further Sheweth unto this Honble Court that He the said Tumbo Naigue then Demanded from Your Orator a Penalty Bond to which Your Orator was to become bound to Pay unto the said Henry Norris such Sum of Money as he the said Henry Norris should Adjudge and Think Proper to Order from any Papers or other Writings belonging to Your Orator was to be found other than those forcibly Sign Seized and Clandestinely Carried away by him the said Tumbo Naigue which Illegal and Forceable Act and Deed of him the said Tumbo Naigue and his Associates was to be Countenanced and Allowed of by Your Orator as set down by Your Orator himself and any Papers Bond Accounts or

Writings of any Kind or Nature whatsoever which Should Afterwards be found to belong unto or be the Property of Your Orator was to be Void Null and Annulled Pay unto or Account to him for such Extraordinary and Unheard of Demand Your Orator Sheweth that he Earnestly Requested the said Henry Norris and that He Your Orator Would Consent to do or Perform any Thing that should be Required of him for by this Time Your Orator Sheweth that Life began to be a Insupportable Burthen under such Restraints and Severe Treatment as he had Suffered which Request of Your Orator was immediately Adjudged a Libel Presumptious and for which Your Orator Pass'd Sentence to be Kept and Night to Nursing all Such Time Neither his Usual Food of Rice and Meat Drink or Sustenance of any Kind or Sort what Soever was brought to him nor Allowed him at the Expiration of which Three Days and Nights Fasting and Cast into a Dungeon of Imprisonment the said Henry Norris and his Associates Continuing their Evil and Malicious Intentions towards Your Orator and Seeking his Your Orators Destruction and Inevitable Ruin, two Penalty Bonds were by their Express Order Demanded from Your Orator, One as aforementioned the other that Your Orator would Allow of and Abide by such Accounts as should be given in by Conceptus of Your Orator, who had been Flogged and Punished unto Compliance and Forced to Sign and Give in such Accounts as were made up for that Purpose by the said Henry Norris and his Associates or under their influence Orders and Directions touching Extraordinary and Arbitrary Demand Your Orator Sheweth unto this Honble Court that Provided in the Hopes of Procuring immediate Relief and the Cravings of Nature being then so Excessive that he Your Orator was Ready To Gnaw and Eat his own Flesh and he Verily believes that at that Time he would have given his Right Hand for a Measure of Rice his Hunger being so Extreme that he might Justly be accounted in a State of Desperation bordering upon Insanity bordering upon Insanity Yet under such Condition and in the Wretched Situation and under the afore Recited Circumstance Your Orator Executed the Bonds as Demanded by the said Henry Norris Your Orator further Sheweth unto this Honble Court that during his Your Orators Miserable Confinement and Sufferings as before are Stated Your Orators Mother became Acquainted with the

The Prayer of Your Oratrix and Your Oratrix Henry Lewis Pate and most Miserable Effects were Deposited in which Roome by the Help of One of the Keepers began who Commenced to Use Her Strivings and Some Assistance Humanity offered Her Assistance for Her Entered and took Himself two hundred Pagodas of Your Oratrix Money and Jewels Your Oratrix Property to about the Value of three hundred Pagodas more which She sent by a Little Boy named Nuagerry to the House of Malabar Jacob Abdellias the Mahbs Engineer Your Oratrix further Sheweth unto this Honble Court that the Keeper of Her Prison Property from the Plundering Hands of the Enemies he had Sent to the House of a Friend named Immanuel Pillah as Final Execution Containing some Accounts and Papers of Consequence to Your Oratrix Property but when Known the Boy Nuagerry was observed with a Message to Immanuel Pillah Requesting him to Remove the Said Execution to some other Place of Safety that Boy on his Return was Severely Whipped by one of the Centinals and in Consequence thereof was Lized and Carried to the House of the said Henry Norris by whose Order the said Boy Nuagerry was Severely Flogged and Confined in a Common Prison for four Days and Nights at the Expiration of which Time having brought and Ironed to be Flogged again in which Distressed the whole Poor Boy from Misery of the Punishment was Compelled to Confess every Thing he had Known and Knew Relative to the Affairs of Your Oratrix in Consequence of which Information Immanuel Pillah was Sent for and found to Deliver up to the said Henry Norris and his Associates the Executed and Private Papers of Your Oratrix and for Your Oratrix there During to Attempt to Conceal any of his Own private Property for Your Oratrix was Detained to Sit there whole Days and Nights and Accordingly Your Oratrix Shewe Unto this Honble Court that Your Oratrix Was at different Times by the said Henry Norris and Other Persons and their Emissaries to Request Sold and Obtained by Force and Violence and Against her will and the Laws of Our Sovereign Lord the King Twice whole Days and Nights Lingering

and almost Famished without Rice Bread meat Drink or any Sustenance for Support of any Kind or Sort whatsoever, at the Expiration of which Time Your Oratrix Shewe Unto that other Bonds were brought to Her in Order Your Oratrix to Execute and upon Signing thereof a Scanty Portion of Rice was to be Allowed Your Oratrix a Consideration which Sinks his Your Oratrix Situation was by no means to be Rejected the Cravings of Nature were too Violent to allow any other Consideration to weigh with Your Oratrix Your Oratrix further Shewe Unto this Honble Court that during his Illegal and unreasonable Stated Imprisonment the unheard and Manner of Your Oratrix were treated with all Inhumanity Cruelty sometimes Closely Imprisoned in a Dismal Room in Your Oratrix House at other Times Packed together at the Will of their Keepers Your Oratrix Shewe Unto that they having been many Days and Nights Confined in one Place together their Irons and Suspicions drew them to Despair Almost Hearted of Madras full of Oppressions and Dreading Executions every Hour to Take away their Lives in this State they Attempted to Escape in hopes of their being able to procure some Friends who would Discover to the Governor Council the Situation of Your Oratrix and his Family together with the Cruelties and Sufferings which had been so Wantonly and Arbitrarily Inflicted on them by Men destitute of Penancy and Callous to every Feeling of Humanity for Effecting their Escape they made a Hole with Strong Bolts in the Wall into the Street but were unfortunately Discovered and Secured by the Centinal and after wards Closely Confined in a Strong Room from which it was impossible for them to Escape Justice the Court and Government are Before Stated Your Oratrix was treated for and during the whole Term or Space of Forty Nine Days and Nights and during Part a Close Prisoner in Irons Contrary to the Laws of Great Britain now in full Force Oppressively and Arbitrarily Against the Will of Your Oratrix and the Peace of Our Sovereign Lord the King

King, at the Expiration of the said Term of Forty Nine Days and Nights Your
Orator Sheweth unto this Honble Court that there was carried a Writ before the
said Henry Norris, at his dwelling House Situate within the Garrison of
Fort St George aforesaid the same being within the Jurisdiction of this Honble
Court and immediately subordinate to the Presidency of Fort St George
belonging to the United Company of Merchants of England trading to the
East Indies, and under the Government of the British
Legislature, at which Time and Place aforesaid he the said Henry Norris
Assuming to himself the Power and Authority of Calling Your Orator to
Account and a haughty Imperious and Insolent Manner shilding his
hand out of the Penalty Bond which had been Executed from Your Orator
by Duress fore and Violence and Demanded Payment declaring that
the Condition of the said Bond was forfeited to the said Henry Norris
having found under Pages of Your Orator in the Answer under the Charge
of Fundamental Article of the same Time and Place aforesaid and in like
Manner Your Orator Sheweth unto this Honble Court that the said
Henry Norris Continuing his Evil Intention towards Your Orator and
Out of the Premises told Motives for Compelling him and forcing during the
Confict and Panic of Mind of Your Orator Produced another Bond or
Obligation from Your Orator which had in like manner as the other been
Executed and Obtained from Your Orator by Duress fore and Violence and
Intent of Your Orator his being Ignorant of the Law by fore and
Under Pretence of which Bond so obtained as aforesaid by the said Henry
Norris Contrary to all Truth or Justice Demanded of and from Your Orator
Seven Thousand Five hundred Star Pagodas under Pretence of the same being
due from Your Orator to him the said Henry Norris as a Ballance of
Account to which unjust Demands of him the said Henry Norris Your
Orator Sheweth unto this Honble Court that tho Your Orator Explicitly
Accounts and Affairs were Properly and Justly Settled and Liquidated

Would not be a Ballance of Five hundred Pagodas due to him the said Henry
Norris at the same time Your Orator Expressed his Readiness to Submit all
his Accounts and Vouchers to Arbitrators and that he would Readily Pay
any sum or Sums of Money which might or should be by such Arbitrators
Adjudged due and owing from Your Orator to him the said Henry Norris,
which mode of Adjustment and final Settlement Your Orator Sheweth to
was not Satisfactory and Agreeable to the intentions and wishes of him
the said Henry Norris who upon Your Orators Expressing his wish of
having all his Accounts Submitted to Arbitrators fell into a violent
Rage and Passion avowing Vengeance upon Your Orator and Destruction
to him and his innocent Family whereupon Your Orator being terrified
and Dreading the Consequence of his Threats humbly Requested to
Know from him the said Henry Norris what was his Pleasure what he
wished Your Orator to do and that he Your Orator would Comply therewith
whereupon he the said Henry Norris Suffered his Rage and Heat of Temper
to Abate and Subside for a Time and Appeared Thoughtfull for a few minutes
After which taking the Intended Accounts in his hand Deducted Two Thou-
sand five hundred Pagodas therefrom and Strictly Demanded a Bond from
Your Orator for the Remaining Five Thousand Pagodas whereupon Your
Orator Regarding his wish to have all Matters and Accounts between them
Settled by Arbitrators But Timber Naique and Singanaik Combining with the
said Henry Norris and his other Associates Against Your Orator being then
Present Endeavoured to Prevail upon and persuade Your Orator to Sign
and Execute the Bond then Demanded of him by the said Henry Norris
they the said Timber Naique and Singanaik Pretending to be sorry for what
they had done Against Your Orator, at the same time Assuring Your Orator
and Declaring in a Solemn Manner that there was no other way to Save
his Your Orators Life than by Executing the Bond then Demanded by the
said Henry Norris from what Your Orator had before Experienced the Your

Orator

Orator had Reason to dread the Consequences of so Powerful a Man using himself in the Power of Sovereign as aforesaid Carrying their Threats into Execution And Most that the last Measures of Cruelty were to be Taken Alternatives Appeared to Your Orator for his Relief and therefore Your Orator Signed the Papers Produced hoping by that means to obtain his Enlargement But Your Orator Sheweth that he was again Ordered to Prison and by force and Menaces Dragged to his Place of Confinement and there Detained for the Space of many Days more and Continually Kept Enforcing me to the Signing of the said Paper or Bond Against the will and the Peace of Our Sovereign Lord the King Some few Days after the Signing of the said Paper or Bond as aforesaid Your Orator Sheweth that Ramsbottom Causing Duke to the aforesaid Eccles Niven Called upon the Notable Engineer and Caused him and Ordered him to Attend upon the Delivery of the Bond aforesaid Your Orator Sheweth unto this Honble Court that he Your Orator was informed and Instructed by Lumbo Maigned that he Your Orator Must Declare that the said Bond which he was Threatned to be Killed was the free Gift of Your Orator and that he Could Swear Directly and in Case of Non Compliance with the Orders the Life of Your Orator was to Answer for his Refusal at which time Your Orator being Ejected and Carried down with Fasting and hard Imprisonment Complied with the Unjust Demand imposed upon him Well Knowing that under such Force and he said Men were without Power to Relieve him and his Enemies were Without mercy towards him Your Orator further Sheweth unto this Honble Court that sometime in or about the Tenth Day of February which was in the Year of Christ One Thousand Seven hundred and Eighty two and in the Twenty first Year of the Reign of Our Sovereign Lord the King they the said Henry Norris and Eccles Niven with their Associates Continuing their Evil Intentions towards Your Orator from their Premeditated Malice aforethought the Ruin and for Ever to Destroy Your Orator they the said Henry Norris and Eccles Niven being there and there with in the Garrison

of Liverpool by a Serjeant Caused Your Orator to be brought before them at the House of the said Henry Norris when and at which time Your Orator was brought before the said Henry Norris and Eccles Niven and others their Associates then and there then Present Robert Andrews the Reverend Mr Thele and Lieutenant Stuart Hall Setting Round a Table whereon lay the Bond which had been as few Days before Extorted from Your Orator by force and Violence in manner and form as before is set forth and Shewn Together with a Large number of different Papers Your Orator Sheweth unto this Honble Court that in the Presence of so many Gentlemen he Your Orator thought himself Secure and was Encouraged to Relate his Sufferings and the Cruel manner in which he had been Treated Hoping to be able to Convince them of their injustice Done to him and his Family and Through their Interference obtain Relief for the Wrongs and Injuries done him But then Your Orator Sheweth that the said Eccles Niven Maliciously Continuing his Evil Intentions towards Your Orator and out of his Premeditated Malice aforethought Prevented Your Orator from Speaking or Relating his Sad Tale to the Gentlemen there Present But the said Eccles Niven being determined upon the utter Ruin and Destruction of Your Orator haughtily and Imperiously Demanded of Your Orator if the Your Orator was Chained in his Confinement and at the same time taking in what was Called the Bond of Your Orator to wit the Paper which Your Orator had been Compelled to Sign in manner and form as aforesaid in his hand the said Eccles Niven Storming as before and Shook his Appearance with a Thundering and most Dreadful Voice called to Your Orator here Your Damned Infernal Rascal Head this with the which Demand Your Orator Sheweth unto this Honble Court that he was Surprised to the Last Degree, and he Your Orator Complied with the Demand but was unable to Speak One Word or give Utterance to his heart felt Grief the Pangs of Injustice Done to Him and Human Nature to Support Deprived of every Comfort

Comfort or Means of Life if Your Orator was Lunder to the Lawful Elect Deputies and
had executed the Deputation that the Makers of the said Henry Norris and Esther Norris
being Gratified by their Signing the Bond would take Care Your Orator should
of the Qualification before named and Sign the said Paper or Bond as Attorney
Together with Henry Norris Esqr Solicitor to the Paper or Bond in Consequence
Annexed for the Inspection of this Honble Court and is Prayed by Your Orator
to be taken as Part of this his Bill of Complaint the Original Bill of Your
Orator Professed to be Ready to be Produced when Required Your Orator
further Sheweth unto this Honble Court that a few Days after the Forging
Transaction that is to say on or between about the Fourteenth Day of
February which was in the Year of Christ One Thousand Seven Hundred
and Eighty Two and in the Twenty first Year of the Reign of Our Sove-
reign Lord the now King They the said Henry Norris and Esther Norris
and their Counsellors Containing their Evil Inclination and Malicious
Designs towards Your Orator and his Family with their Premeditated
Malice aforethought Ordered and Directed the House of Your Orator
to be Plundered and every thing of Value to be taken thereout for the Effec-
tuating of which Unlawful and Oppressive Designs and in the Interim after
Dear of Record Henry Norris by Virtue of the said Henry Norris and Esther Norris
Last to the House of Your Orator in order to be Lead by They the said Recorder Henry
Headed by Jumbo Naigue Ridby Order and under the Expreſs Directions
of them the said Henry Norris and Esther Norris Feloniously and Against
the will of Your Orator Esther with Force and Arms against the Peace of Our
Sovereign Lord the King and Contrary to Law Violently take and forcibly carry away
to the House of Henry Norris all the most Valuable Effects of Your Orator to
Wit Jewels Cloaths Money Bonds Notes Securities Accounts Cash Linnen and
Household Furniture to a Considerable Value and Amount to be by Your Orator
Estimated and Valued at the full Sum of Forty Thousand Star Pounds or-

Sixteen Thousand Pounds Sterling Money of Great Britain and upwards to the
Great Wrong and Injury of Your Orator and his Total Impoverishment and Ruin
Your Orator further Shewe unto this Honble Court that not Content with Plundering
the House of Your Orator and Robbing him of all his most Valuable Property
and Effects they the said Jumbo Naigue and the Armed Men Acting by and
under the Expreſs Order and Direction of the said Henry Norris and Esther
Norris and their Associates did on the Day and Year aforesaid and at the Place
aforesaid upon the Body of Your Orator his Mother and also on the Bodies of the
Women of Your Orator Sundry Violent Assaults Wounds and Other Outrages to
Wound do Against their Wills and the Peace of Our Sovereign Lord the King They
the said Jumbo Naigue and the Armed Men with Strong Hand with Force and
Arms tore from the Neck and Ears of Your Orator Mother her Necklace and
Jewels and did also Forcibly take and Feloniously carry away all Other Cloths Jewels
and Wearing Apparel of her the Aged Mother of Your Orator and Other Cloths
with Which she was Allowed to Cover her Nakedness and Other Old Decre-
pit Women which Cloths Jewels and Apparel were of Considerable Value
of Little Value Your Orator further Shewe unto this Honble Court that Unable
to Remedy his Mournful and Unfortunate Mother from the Insults and Ravages of
the Plunderers He Your Orator most Earnestly begged and Entreated them to
Save his Helpless Mother from such Wicked Inhuman and Outrageous Treatment by the
Said Jumbo Naigue and the Armed Men with Which Would but Spare his
Your Orator's Poor Aged and Infirm Old Mother He Your Orator would
Give them all Who had in the World but Your Orator Shewe unto this Honble
Court that all his Prayers and Entreaties were in Vain proving Insults to the
Grave Profane and Indecent by was Offered to them nor could Your Orator
Procure any other Answer or Attention to all his Prayers and Entreaties but
that they had Received their Orders and would Execute them thus Your Orator
was Forced to Endure the most Tormenting and Heavy Affliction that could
happen to him or being Impossed upon Kind and Afflicted worse than Death
itself Your Orator further Shewe unto this Honble Court that She having

been

been Confined and Kept a Close Prisoner in his own House for and during
the Space of Forty Nine Days and Nights to wit from the Twenty Fifth Day
of December which was in the Year of Christ One Thousand Seven Hundred
and Eighty One to the Sixth Day of February in the Year of Christ One
Thousand Seven Hundred and Eighty two inclusive Having a Room which
I found he was most Cruelly treated in and Locked Bolted and Barred fast
Manner and from thence before Stated and Hitherto Imprisoned and Detained
Against His own and the Peace of Our Sovereign Lord the King Whereupon
was in the Night between the Sixth and Seventh Days of the Month of Feby
Which was in the Year of Christ One Thousand Seven Hundred and Eighty two
and in the Twenty first Year of the Reign of Our Sovereign Lord the said King
In Consequence of and by and under the Express Orders and Directions of the
said Henry Norris and Eccles Nixon and their Confederates by Force and
Arms Against the Will of Your Orator and the Peace of Our said Lord the King
Seized Imprisoned and Taken and Forcibly and Violently by a Number of Armed Men
Dragged or Carried to a Nauseous Dark Damp Unwholesome Dungeon situate
Under the House of the said Henry Norris and there Closely Confined from
the Night of the said Sixth Day of February to the Twentieth Day of March
Next following being Taken out under a Guard of Armed Peons Sepoys or
Peons backwards and forwards to his House or the House of the said Eccles
Nixon at their will and Directions of them the said Henry Norris and
Eccles Nixon and not Otherwise Your Orator further Shews unto this
Honble Court that for and during the Space of Fifty Two Days and Nights
he Your Orator was Cruelly Illegally and Oppressively Confined Imbolden and
Detained in the said Damp Dark Nauseous and unwholesome Dungeon
Under the House of the said Henry Norris by the Express Order and
Direction of them the said Henry Norris and Eccles Nixon against the
Your Orator's will and the Peace of our Sovereign Lord the King in
Open Contempt and Violation of the Laws of Great Britain Whereby
Your

full Power and Liberty, without any Charge against them or Accusation of any
Kind whatsoever or having been Guilty of or Charged with the Commission of
any Crime or Violation of the Laws of Great Britain Your Orator further Shews unto
this Honble Court that during his last mentioned Cruel and Illegal
State of Imprisonment and Close Confinement in the Dungeon under the
House of the said Henry Norris a Report Prevailed abroad that some of Your
Orator's Friends at the Presidency of Fort Saint George had Intelligence of his Your
Orator's Sufferings and Illegal Imprisonment and Declared their Intention
to Seek Redress from the Honble the Governor and Council for the Cruelty Wrong
ge and Injuries Committed on Your Orator his Person Fame and Fortune
whereupon the said Henry Norris and Eccles Nixon together with their Confederates
were alarmed but Notwithstanding which they Continued their Evil Intentions
and Designs being Resolved to Effect their Wicked Purposes Against Your Orator
Caused a Story or Report to be Spread abroad and Propogated insinuating that
Your Orator had by the force of Charms Spells and Evil Enchantments and
other the like Diabolical Practices Poisoned an Infant Child of a Maratta
Woman who was kept as an Harlot by the said Henry Norris of which Wicked
and unheard of Practices Your Orator Conscious of his own innocence doubted not
of Acquitting himself could he procure an Opportunity of being heard before
impartial Judges and therefore he Your Orator disregarded them as too absurd
and Ridiculous to be believed by any Reasonable Person Your Orator further
Sheweth unto this Honble Court that on the Twentieth Day of March which
was in the Year of Christ One Thousand Seven Hundred and Eighty two and in
Twenty first Year of the Reign of our Sovereign Lord the King He Your Orator
was Visited in his Dungeon by Sombro Naique and Singanah who declared
they came to him Your Orator by order of the said Henry Norris who would
not only forgive him Your Orator all past Offences but immediately
Release him Your Orator from his unwholesome and horrid State of

Confinement

Confirmation Provided he Your Orator would Sign the Paper then Produced by the
the Said Sombre Naigue and Negapatnk Purporting that Your Orator Stood
Indebted unto the Said Henry Norris in the Sum of Seven Hundred and Five
Hundred Star Pagodas or Three Hundred Pounds Sterling of Great Britain, for
so much Money Received on his Account and which Your Orator was therein to
Acknowledge he Your Orator had defrauded the Said Henry Norris of- but
that whereas he the Said Henry Norris had out of his Abundant Favour and
Generosity to Your Orator forgiven him Your Orator Five Hundred Five
Hundred Pagodas, he Your Orator was Humbly to undertake Engage and
Promise to Pay the Sum of Five Hundred Pagodas to him the Said Henry
Norris whenever Ostensible he should be thereunto required also Your Orator
was in and by the Said Paper to Acknowledge and declare that he Your Orator
had been intimate with the Marratte Woman or Harlot kept by the Said
Henry Norris and had frequently had Carnal Knowledge of her Body- which
fault the Said Henry Norris was to forgive her for the love he had long borne
towards her Your Orator was further to Acknowledge in Said by the Said Paper that he
had intended and often Attempted to Poison him the Said Henry Norris and
that all the Accounts delivered in against Your Orator were Strictly true- To
which Wicked vile and detestable proposal Your Orator Replied that as he had always
Demeaned himself honestly and uprightly through Life he would not accept of his
Liberty on the infamous terms of accusing himself of Crimes for which he should
for ever despise himself were he Capable of Committing such and had Rather Die
by Inches Rotting in his Dungeon than procure his Enlargement upon such
Base and Villainous terms Whereupon Your Orator Sheweth unto this Honble
Court that he was Locked up and Confined in the Said Mansions filthy Dungeon
and unwholesome Dungeon for three Whole Days and Nights without Food
meat Drink food or Nourishment of any kind or Sort during which time

the Poor Aged Mother of Your Orator was Most vilely and frequently insulted
and Severely treated and Ordered to be tied up to a Tree before the House of
the Said Henry Norris and threatened to have her head Shaved for which
Purpose a Barber always Attended and every Means used and practised
which could terrifie and distress her Your Orator further Sheweth that in
Order to Reduce Your Orator to a Compliance of their Wicked and base Purposes
the infirm Old Mother of Your Orator was also closely Confined and kept without
Food or Nourishment in like Manner as Your Orator was for three whole Days
and Nights at Length by force of Dureſs of Imprisonment to alleviate the
Distress of his Poor Aged Mother and to obtain some Food for her and himself
Your Orator Sheweth that he consented to Sign the Paper and thereupon was
Conducted into the Presence of the Said Henry Norris to whom Your Orator in
the most humbly Manner Applied and Earnestly Requested to Reason with the
Said Henry Norris upon the Cruel Sufferings wrongs and injuries which had
been so unjustly inflicted on Your Orator- whereupon he the Said Henry Norris
became Exceeding Angry and Commanded Your Orator to be Silent and not
to Mention one word to him of what was Passed and then Haughtily Demanded
of Your Orator if he Your Orator would Sign the Paper or not whereupon Your
Orator Replied Yes he would Sign the Paper or do any thing Else which he the
Said Henry Norris should Command him to do- for here Your Orator Sheweth
that Human Nature Yielded and he felt his Spirits unable to support him
Longer under Such Pressure of Affections- Your Orator further Sheweth unto
this Honble Court that without Replying to Your Orator he the said Henry Norris
Commanded Your Orator back to his Dungeon and Declared that he hoped he
Your Orator would be Dead before the Morning nor was Your Orator allowed
or Permitted to Speak One word more and on the Next Day was Loaded
with Heavy Irons and kept Eight Days and Nights in the Most Excruciating
torture in hopes that by Dureſs of Imprisonment and the most violent and
Excessive Pain and Misery to Compel and to force Your Orator to Sign the

Paper

Pretor and Accuse himself of the most detestable Crimes before are Stated and Shewn—Your Orator further Sheweth unto this Honble Court that they the said Henry Norris and Eccles Nixon with other Confederates Continuing their Evil and Evil intentions towards Your Orator Practised every means Possible to Procure False Evidence against Your Orator in the Particulars upon a Person Named Marina a Dion Named Vincatachellum and a Doctor Named Fernande who were imprisoned and Repeatedly Flogged and tortured in the most Cruel and unmercifull manner which Your Orator Charges was done by Order of them the said Henry Norris and Eccles Nixon to Force and Compell them the said Marina Vincatachellum and Fernande to Accuse Your Orator falsely and unjustly which horrid Practices were for a great Length of time Pursued and Enforced in open Violation and Contempt of the Laws of England Against the Peace of Our Sovereign Lord the King and to the Evil Example of others Your Orator further Sheweth unto this Honble Court that he Your Orator was so as aforesaid Grievously afflicted and Evil treated at the instance and by the Exprss Order and Direction of them the said Henry Norris and Eccles Nixon, and Closely imprisoned and otherwise barbarously Led, and Removed from one Dungeon Prison or Place of Confinement to another Suffering the like unheard of Tortures and Incarcies at the will of the said Henry Norris and Eccles Nixon until the Twenty fifth Day of April which was in the Year of our Lord One thousand Seven Hundred and Eighty two and in the Twenty first Year of the Reign of Our Sovereign Lord the King on which Day that is to say on the Twenty fifth Day of April in the Year of Christ One thousand Seven Hundred and Eighty two Your Orator being then Confined in the Bonge House a Most Nauseous vile and unwholesome Place, and every Artifice as well as force and violence had been used to Extort Evidence from People compelled to Sign they knew not what Against Your Orator in this Situation he Your Orator

and

was visited at the grating of the Prison by the said Eccles Nixon Accompanied by Lieutenant North when he the said Eccles Nixon did not having the fear of God before his Eyes but Continuing his Evil intention and out of his Premiditated Malice aforethought insultingly called to Your Orator and inhumanely Rejoicing at the misery of Your Orator upon Your Orator Imploring his Protection and Requesting that he the said Eccles Nixon would be Pleased to Enquire into his Severe treatment was Answered by the said Eccles Nixon that he the said Eccles Nixon would Enquire into it the Next Day and having Your Orator the Day after with many other Opprobrious Epithets and vile Expressions he the said Eccles Nixon left the Prison grate wishing Your Orator Dead before the Morning—Your Orator further Sheweth unto this Honble Court that he was detained in the Deplorable and helpless State and Condition as before described a Close Prisoner in the Bonge House or Dampvile and Nauseous Prison against his will and the Peace of Our Sovereign Lord the King for a great Length of time to wit from the time before Stated to Saturday the Twenty Seventh Day of July next Ensuing and which was in the Year of Christ One thousand Seven Hundred and Eighty two and in the Twenty first Year of the Reign of our Sovereign Lord the King during all which time he Your Orator was Cruelly treated and imprisoned at the will and by the Order and Contrivance of them the said Henry Norris and Eccles Nixon and their Confederates—Your Orator further Sheweth unto this Honble Court that on the said Twenty Seventh Day of July in the Year of Christ One thousand Seven Hundred and Eighty two He Your Orator being then in the Peace of our Sovereign Lord the King Subject unto and under the Protection of the Laws of Great Britain, they the said Henry Norris and Eccles Nixon and their Confederates Continuing their Evil intentions towards Your Orator and Consulting Contriving and intending Falsely wickedly and Maliciously to take away the Life of your Orator and Ruin his good Name they the said Henry Norris and Eccles Nixon Caused him Your Orator to be Removed from the

Bonge

Compa House or Nuisances unmolested one Prison before described to the Main Guard of the Garrison of Fritchicopilly where and where he Your Orator was by Lieutenant Parkinson and Month in the Military Service of the United Company of Merchants of England Trading to the East Indies Sworn a Paper Writing Purporting to be a Charge given in Against Your Orator by the Said Henry Norris and Received and Publickly Exhibited Against Your Orator by Order of the said Eccles Nixon In and by which Paper writing Your Orator was Charged with having had an intention to Poison the Said Henry Norris and with the Murder of his the Said Henry Norris Child, Meaning the Child of the Marratta Woman or Handot before mentioned which Child Died some time in the Month of October in the Year of Our Lord One Hundred Seven Hundred and Eighty one at the House of Tombo Naigue at which time and place Your Orator also Sheweth that they the Said Lieutenants Month and Parkinson informed Your Orator that he Your Orator would on the Next Day by Order of the said Eccles Nixon be tried before a general Court Martial upon the Charges so given in and Shown to him Your Orator as aforesaid at the same time and Place they the said Lieutenant North and Parkinson desired Your Orator to send for any Witnesses he might want on his Your Orator trial and for that Purpose kindly Offered a Sepoy to attend upon Your Orator, but Your Orator, but Your Orator Sheweth that the good intentions of those Gentlemen were frustrated and rendered Void by the Contrivance of them the said Henry Norris and Eccles Nixon who Set People Round Your Orator to prevent him Your Orator from Speaking to any one privately insomuch that Your Orator was Strictly deprived of all Advice and Friendly Counsel in such his Dismal situation; yet Your Orator Sheweth unto this Honble Court that Conscious of his own innocence and Possessing himself Subject unto and under the happy influence and protection of the British Laws Yet Your Orator hoped that the day would come for him to Obtain justice and that his Your Orator horrid

horrid Sufferings would be Reversed by and before an Impartial British Court of Judicature Your Orator further Sheweth unto this Honble Court that on the Next Day that is to say on Sunday the Twenty Eighth Day of July which was in the Year of Christ One Thousand Seven Hundred and Eighty Two and in the Twenty first Year of the Reign of our Sovereign Lord the Now King He Your Orator being then in the peace of our Said Lord the King Subject unto and under the Protection of the Laws of England He Your Orator was by force and Arms at the Instance of and by the Enforced Orders of the said Henry Norris and Eccles Nixon Against the Peace of Our said Lord the King his Crown and Dignity, forcibly and Illegally about Eight o Clock in the Forenoon of the said Day brought or carried before a Number of Black or Native officers from the Sepoys and Sepoy Battalions in the Military Service of the United Company of Merchants of England Trading to the East Indies when and where in Contempt and open defiance and violation of the Laws of God and of Great Britain the Charges before Stated were Exhibited Against Your Orator and Notwithstanding the Crimes therein Stated and Charged against Your Orator were of such a Serious Nature as Required the Most Substantial positive and unquestioned Evidence to Support and bring Your Orator in Danger before a Jury and in a Civil Court of English Jurisdiction before which only matters of the kind are properly Cognizable or triable under a British Government or within any of the Forts Factories Garrisons or places Subject or Subordinate to the United Company of Merchants of England Trading to the East Indies Yet Your Orator Sheweth a Number of People were called and Examined Received and allowed as Witnesses against Your Orator, who attempted only to Swear to hear say Reports Extorted from Men Either Bribed Flogged and tortured to accuse Your Orator Falsely wickedly and Maliciously Your Orator further Sheweth that the Doctor Named Fonsmala before mentioned having Exhausted his Horror at Accusing Your Orator so unjustly and having intimated his intentions of declaring the truth before the Officers or Pretended Court of Justice he the said Fonsmala was so Severely Flogged Punished and ill

ill Treated by the Said Henry Norris who kept the Said Doctor Toramala Closely confined in a Dungeon or Place under his the Said Henry Norris House for a great Length of time and frequently without any food or Sustenance of any kind or Nature whatsoever for Some and Sometimes four Days together, that he the Said Doctor Toramala Died by and under the cruel Treatment and Ill Usage of him the Said Henry Norris whilst the Body of the Said Doctor Toramala was Removing by Order of the Said Henry Norris from the House of the Said Henry Norris to the Cutcherilli Bleeding under the Lacerated Body of the Said Doctor Toramala lay Exposed as the Colonel Pamphorly Refused to Enter the same on Account of the Marks of Violence that appeared thereon, until the Said Henry Norris prevailed upon the Mahbi Manager to Order the Cutcherilli to Bury the Mangled Body of the Said Doctor Toramala in consequence of which two Parias Men went with great difficulty and at an high price hired to take the Mangled Body out of the Garrison and bury it without further Enquiry or Examination how his Death was Occasioned Your Orator for the Space of Six Months and His Hostile Court that the Said Calis Nizon being then commanding Officer of the said Garrison and the Black or Native Officer forming the pretended Court being under his influence and Command he the said Calis Nizon Continuing his Evil intentions and wicked and Malicious Designs against Your Orator Came before the Pretended Court and in a Tragic imperious and Insulting manner uttering many horrid Oaths and Blasphemous Expressions he the Said Calis Nizon informed the Pretended Court that he had before that time Caused Your Orator to be Flogged for Refusing to Pay the Sum of the Said Henry Norris for five thousand Pagodas and that he would have had Your Orator flogged again but he had no Doubt and hoped that they the Court would Order Your Orator to be Blown from a Gun - what Power or Authority the Pretended Court had to Assume and take upon themselves to sit as Judges Your Orator Knows not but Leave the matter of Right and Power to be determined by the Laws of this Country only Your Orator begs Leave to Observe that so very Spurious Insolent indecent Enraged and Incoherent was the Conduct of the said Calis Nizon that the Black Officers who sit as Judges of the Assumed and Pretended Court were

were Shocked at his Behaviour and many of them Expressed their Abhorrence of such disgraceful and inhuman Conduct Your Orator further Sheweth unto this Honble Court that when called upon for to make his defence before the said Pretended Court Your Orator observed to them that the Evidence Produced was all from hearsay and Ought not to be Regarded when nothing less than Substantial Fact ought to Operate and to prove the Confessions of two Men who had from the most unheard of and Cruel treatment been forced to Sign what they had done and what had been Either wrote for them or dictated to them then Your Orator Called Calcatepah the Nabobs Engineer to Corroborate what he had Said who declared that he Calcatepah had Seen the Doctor Named Toramala during his Confinement and whose Extorted Confession was then the matter of what was called Evidence before them that he Calcatepah had heard the Doctor Toramala Solemnly declare that the Paper which he had been Compelled to Sign as his free Evidence had been dictated word by word by People belonging unto and under the immediate influence of the Said Henry Norris and that the whole thereof from the begining to the End was false in every particular and for having dropped his intention of disclosing the matter to the Court he the Said Toramala was most Barbarously beat and evil intreated by the Said Henry Norris and afterwards Close Confined in the Dungeon under the House of the Said Henry Norris and that he from Deaths of Imprisonment and Cruel Treatment Expired and had Just before that time been Sun Dead as before is Stated - Your Orator further Sheweth unto this Honble Court that about Fifteen or Sixteen Days after the foregoing Circumstances that is to say on or about the Thirteenth Day of August which was in the Year of Christ One Thousand Seven Hundred and Eighty two and in the Twenty first Year of Our Sovereign Lord the King he Your Orator being then in the Peace of our Said Lord the King and Subject unto and under the Protection of the British Laws, He Your Orator by force and Arms by the Orders and through the

the means of them the said Henry Norris and Eccles Nixon who cut of their Prime
Hatred Malice aforethought towards Your Orator Caused him Your Orator to
be brought or Carried into a Room before the said Eccles Nixon with the Names of
the Reverend Mr Phelps and Lieutenant Patterson in the Military Service
of the United United Company of Merchants of England Trading to the East
Indies and then Acting as Fourth Major or Field Adjutant to the Garrison of
Fort St George by the same being a Garrison or Place Subject or Subordinate to
the Presidency of Fort St George belonging unto the United Company of
Merchants of England Trading to the East Indies within the Jurisdiction
of this Honble Court and under their Protection Influence and Authority
of the British Legislature Tho Your Orator being so brought as aforesaid
was informed and given to Understand that the Crime & Instance of the
Court Martial as the Pretended Court was Intended or called was that the
Your Orator should Pay unto the said Henry Norris One Thousand Seven
hundred Star Pagodas the Amount Specified in a Certain Penall Bond
from Your Orator to the said Henry Norris which Penall Bond Your
Orator Sheweth unto this Honble Court and Expressly Charges it was now
of the Proper writing of the said Eccles Nixon and Procured Executed for himself
and his Aged Mother he had been forced to Sign and the same had by
Duress & Imprisonment been Extorted from Your Orator in manner
and form as hereinbefore set forth and Shewed Your Orator further Sheweth
unto this Honble Court that Your Orator was by the said Lieutenant Patter
son informed and given to Understand that the said Pretended Court by
the said Henry Norris further Ordered that a Matter Amount to Subsisting
between him Your Orator and the said Henry Norris should be Referred to Arbi
trators, that upon Payment of such Sum or Sums of Money as should be awarded
Your Orator was to be Discharged but until that Sum to be Awarded Your Orator
was to be Detained in the Custody which Illegal Arbitrary Order or Sentence was Signed

Approved and Ordered to be Enforced by the said Eccles Nixon as Commanding
Officer of the Garrison aforesaid who Continuing his Evil and Base Intentions
towards Your Orator did on the Day and Year aforesaid and at the Place
aforesaid Illegally without Authority or Just Cause of any Kind Order and
Direct Your Petitioner to be Closely Confined and Imprisoned within the Custody
Cloudy at the Garrison of Fort St George aforesaid Contrary to the Several
Statutes in that Case made and Provided in Contempt of the Laws of the
Realm of England and Against the Peace of Our Sovereign Lord the King his
Crown and Dignity - Your Orator further Sheweth unto this Honble Court
that by the Express orders of the said Eccles Nixon and at the Instance of the
said Henry Norris the Your Orator was forcibly taken Seized and Confined
a Close Prisoner in the Custody Cloudy and there detained for a great
Length of time Against this will and the Peace of Our Sovereign Lord the
Now King and in Open Contempt of the Laws of the Realm of England
and other heavy wrongs and Injuries were done to Your Orator by
the said Eccles Nixon Henry Norris and their Confederates To Your Orator
further Shewn unto this Honble Court that they the said Henry Norris
and Eccles Nixon and their Associates Continuing their Evil Intentions
towards Your Orator and being Maliciously determined to Destroy Your
Orator his good Name and Reputation as well Civilly as to Ruin them
in his Circumstances and Worldly Credit caused One Thomas to be Name
a Person to be Pretended before the Pretended or Assumed Court Martial as
an Accomplice to Your Orator in the Perpetrations of the Crimes Unjustly
Charged Against Your Orator and Notwithstanding the said Pretended
Court could not be Prevailed upon Either by Threats or Promises to find
Your Orator Guilty of the Crimes Laid to his Charge at the Malicious
instigation or instance of them the said Henry Norris and Eccles Nixon
and their Confederates Yet nevertheless Your Orator Shews that they

Pretended

Pretended that the said Uncatachellaunewas Guilty of Rebelling and Resisting
Your Orator in Attempting to Disarm the said Henry Norris and Murdering
his Pretended Child and the said Uncatachellaunewas Accordingly and under
such false Grounds Searched and unjust Orders Ordered to be Flogged and to
Receive from the hands of the Executioner Two hundred Lashes upon
his Bare Back at Evening Gun Fire in the Garrison of Bridgetown by aforesaid then Your
Orator Shews that the Wicked and Cruel Designs of the said Henry Norris
induced him to Collect all the Drummers of the Garrison together and Promised
them Rewards and Promises for to Scourge and Whip to Death the Body of
the said Uncatachellaun and for that Purpose the said Henry Norris
Ordered a new Cat of Nine Tails to be Provided and Scourged
Without any Reason or Reason Allowed by the Military Law Your Orator also
Shews that the said Uncatachellaun having formerly been four Years in the Garrison of Bride-
town and there for many Years been Civil Beloved and Esteemed with the
Inhabitants of the Parish of Saint Michael for many Years been Civil Beloved and Esteemed with the
Brides and Masters but the said Henry Norris in order to Oppress the said Uncata-
chellaun and bring Hatred on the Parishioners the said Uncatachellaun had formerly been and
Actually was Hooted at the Parishioners the Gate had formerly been and
Actually was Hooted at by the Black Officers who had before formed the Report and
Caused Martial and others Related that was not the Intention of the said
Court Martial by the Evidence Yet they the said Henry Norris and Eccles
Nixon Ordered the said Uncatachellaun to be taken to the Parishioners the Gate
had formerly been but was Hooted and had been for many Years and by reason the
Brides in manner and Forms aforesaid and Shewn being Declared by Four
Jews Men that the said Uncatachellaun had Assisted and Combined
with Your Orator in manner and Forms aforesaid the unhappy Victim was
Tied up and his Body most Barbarously Mangled and Cut to Pieces the Officer
Present Declaring that they never had seen such Court Punishment inflicted
before Even for the most Heinous Offence and that Contrary to the Intention Yet
Your Orator Shews that the said Executioner at the Instance of the said Henry Norris did

Notabate but the said Henry Norris Standing over the Drummers with
and Calling to them to Strike and Cut harder even when Large Pieces of Flesh
and Muscles were Cut out and Torn from the Body of the said Uncatachellaun
Body in the Most Shocking horrid and Inhuman manner that was any
Surgeon Present to Advise or Assist or the least Assistance Allowed the Poor
Wretch whose Body after it was mangled wounded and Torn to Pieces in the
horrid Manner as aforesaid was put into a Scavengers Cart and carried
Out of the Garrison were Lingering some Days in the most Excruciating
Torment He Expired and Agonies not to be Expressed Destitute of every
Relief Poor and People being Placed in the Road by Order of the said
Henry Norris to prevent any one relieving him the said Uncatachellaun
in his Distress as any of his Friends and Relations having in the Night
Ventured to Speak to them unhappy were to be Severely in their Dying
Pangs Requested that they would Send Redress, this being Reported and the People
Detected on their Return they were Seized and Carried Prisoners before the said
Henry Norris by whom they were Ordered to Pay Twenty Pagodas Each for dar-
ing to Visit the Poor Expiring wretch, and Detained Prisoners till their Fines
were paid and then Returned with the most severe Punishments if they dared
to go again to Visit the said Uncatachellaun then the Poor wretch was Suffered
to Expire in Misery and Torture and Prevented by the said Henry Norris
and his Associates from every Relief from his Friends or Relations Contrary to
the Laws of God and Man and Open Violation and Contempt of the Laws of
England in such full Force and Virtue and against the Peace of our Sovereign
Lord the King his Crown and Dignity and to the Evil Example of others Your
Orator further Shews unto this Honble Court that by the Express Order of the
said Henry Norris and Eccles Nixon the Poor Ancient and Infirm Mother
of Your Orator was Detained also a Close Prisoner during which Confinement
She having Experienced numberless Hardships Insults and Severities bearing
of the Cruel Death Uncatachellaun had Suffered and that Your Orator

was

Was kept a Close Prisoner Reflecting upon her helpless Situation and the
Disgrace which She had suffered gave way to Melancholy and Died in her
Miserable Confinement Destitute of the Comforts or even Necessaries of Life
Without the Assistance of any other Sex or of her Friends or of a Doctor until it
Was known to be too late when was Your Orator Allowed to help his Mother or
to be with Her in her Dying moments although She Earnestly Entreated it Since
Your Orator was Allowed to See her during her Illness, but only to add to her
Confusion instead of Alleviating them for no Sooner was Your Orator brought to see
his Mother but he was forcibly Dragged away without being allowed to speak
to Her Even for One Minute Your Orator further Sheweth unto this Hon^ble Court
That having Suffered the most Iniquitious and Cruel Punishments inflicted
With Unrelenting Severity and Accompanied with Every insult and Disgrace
Which the most Daring Oppression and Arbitrary Despotism could devise
on Innocent and for the Space of Near nine whole Years Closely confined in Numerous
Unwholesome and Vile Prisons or Dungeons to wit from the Twentieth
Day of December which was in the Year of Christ One Thousand Seven hundred
and Eighty One and in the Twenty first Year of the Reign of Our Sovereign
Lord the now King to the Eighteenth Day of December which was in the Year of
Christ One Thousand Seven hundred and Eighty Two and in the Twenty Second
Year of the Reign of Our said Sovereign Lord the Now King on Three hundred and
Sixty three wholesome Laws and Rights illegally Against the Will of Your Orator and the
Peace of Our Sovereign Lord the King and Contempt of the Laws of the Realm
of England and his Dependencies Your Orator Sheweth unto this Hon^ble Court
that he was on the said Eighteenth Day of December in the Year of Christ One Thousand
Seven hundred and Eighty Two aforesaid by Order of Him the said Henry Norris
and Exiles Nixon Discharged or Committed Logo out of the Place of his Confine-
ment Without any Judgement or Legal Enquiry or Examination into the Cause
Thereof when Your Orator further Sheweth that Your Orator House was became
Desolate and forsaken, his Property Stolen and by force and Arms Carried
Away his Mother Dead his Remains Burned and Turned into the Hands of his

Remaining

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Remaining Friends Terrified from Affording him Your Orator any Relief Succour or Comfort all which Mischiefs wrongs and injuries had been done and
brought to pass upon Your Orator by Means the said Henry Norris and Exiles Nixon
and their Confederates unjustly injuriously and out of their Premeditated
Malice aforethought to Ruin Impoverish and Utterly Destroy Your Orator his
fame Character and fortune Under such Circumstances Your Orator Sheweth that
being Ejected and worn down by the most Cruel Sufferings ever Experienced
or heard of before He Your Orator Applied to the said Henry Norris to have his
Account Settled and Adjusted by the award of Arbitrators and for that Purpose
Your Orator Sheweth that he gave the Names of two Honest and Respectable Men
to the said Henry Norris for Arbitrators on his Part but was Answered by the
said Henry Norris that he had no Thoughts of Exposing his Affairs and Accounts
but if Your Orator was willing he the said Henry Norris would Condescend to
Allow Callatagayah Moodelliar and Mahamed Moosa a Persian School Master
and Dependant on him the said Henry Norris and One whom the said Henry
Norris well knew to have a Rivilled and Enmity to Your Orator of Old Standing
Yet Nevertheless Your Orator Relying upon his Integrity Assented thereto
Your Orator Sheweth unto this Hon^ble Court that the Accounts given in
by his Enemies and Referred for Them were the first taken under Considera-
tion and upon the most Minute and Strict Examination were found
False and upon the same were by the said Arbitrators to be Entirely False and made up for
and Declared by the said Arbitrators to be Entirely False and made up for
the wicked Purposes before set forth and Shewn which Report from the
said Arbitrators Your Orator Sheweth they Maliciously Incensed and Displeased
the said Henry Norris who by Bribes Menace and many Artful Ways
and means Labored and Endeavoured to Prevail upon them the said
Callatagayah Moodelliar and Mahamed Moosa to Declare the said
Iniquitous Accounts true and Just but which they the said Callatagayah

Moodelliar

Mosdillier and Mahomed Moorsewould desire to, or Assent unto under any Pretence Privacion Threat Menace or Pretence whatsoever whereupon the said Henry Norris Sworn that they were Sensible that the Accounts were before them and that they ought to Send them Just and True as that Account were before them, but they wanted the Necessary Proofs to Support and Render them Valid and they were fully Proved false Spurious and unjust the said Henry Norris having objected to the first Report of the said Arbitrators Although Much of his Own Choice and Election, the said Callatea payable asked him the said Henry Norris if he meant to abide by their determination if just it would be time lost for them the said Arbitrators to take further trouble thereupon Inwhich the said Henry Norris with Reluctance Assented and the general Accounts between Your Orator and the said Henry Norris were Examined and Closely investigated Your Orator further Sheweth unto this Hon^ble Court at the time when the Arbitrators were about to Strike the Ballance and finally to Close the Accounts before them Hee the said Henry Norris insisted Contrary to Long usage and Custom as well as his Promise that the Two Jamaica Custom out of every Pagoda by Your Orator Advanced Should be deducted from the Ballance he the said Henry Norris declaring that notwithstanding the Custom and his Promise to the contrary it was his intention that Your Orator Should receive such Custom or Reward Your Orator further Sheweth that the said Henry Norris Claiming an Exclusive Right to Your Orators time Labour and Emoluments of every kind and dent declaring that Your Orator had no Right to have power to trade but for the sole Benefit and Advantage of him the said Henry Norris also insisted upon the Profits made upon some Cloths Your Orators Property and that the same Should also be carried to the Credit of him the said Henry Norris which together with Seven Months Wages unjustly Deducted from Your Orators Accounts being Added to the Credit of the said Henry Norris Amounted a Ballance of One Thousand Seven Hundred and Fifty Pagodas to Appear Due from

From Your Orator to the said Henry Norris as by Copy of the Award and Accounts hereunto Annexed for the Inspection of this Hon^ble Court the Originals being in Your Orators Possession are Ready to be Produced when Required Your Orator further Sheweth unto this Hon^ble Court that notwithstanding the foregoing Matters transactions and Appearances Yet they the said Henry Norris and Eales Nixon Containing their Evil and Wicked Contentious Towards Your Orator contriving Endeavouring and intending to Ruine distress and Disgrace Your Orator by all unlawful and Oppressive ways and Means Possible to devise, a Security Bond was demanded from Your Orator for the Payment of the said Declared Ballance of One Thousand Seven Hundred and Fifty Pagodas to the said Henry Norris Although Your Orator Sheweth that they the said Henry Norris and Eales Nixon had long before that time illegally Possessed themselves of all and Every part of Your Orators Ready Money Jewels Plate Bonds Notes Accounts and writings of every Kind and Sort as well of his Your Orators Goods wares and Merchandize Furniture wearing Apparel and Necessaries to a very Considerable Value and Amount whereby and wherefore Your Orator was brought to Ruin in this Circumstances Disposessed and Plundered of his Family Jewels and Household Furniture Stock Goods wares Merchandize and Property of every Kind Insomuch that he had not wherewithal to help himself but from a happy Easy State of Credit and Emolument was by such unlawful and Oppressive Actions Reduced to Extreme Poverty and Disgrace In which Lamentable State and under the foregoing Circumstances Your Orator with Some difficulty Prevailed upon this friend Callatea payable to become Security for him Your Orator which he the said Callatea payable to Serve Your Orator Complied with Your Orator Sheweth unto this Hon^ble Court that every thing or Demand which could be devised Contriving or Designed upon or Against Your Orator being Settled Remained for them the said Henry Norris and Eales Nixon to

Account

Account for his Your Orator's Property by them and their Associates forcibly
taken and Carried away but that your Orator Shews that he has not Quantity to
Part of his Money Jewels or Property was ever Restored or Accounted for
but after many Solicitations of himself and Friends he Procured by Order of
the said Henry Norris from Lumbers Naigue Sugnard and Coyer Persons
before mentioned Servants and Confederates of them the said Henry Norris
and Eccles Nixon Certain Accounts Copies of which are herewith Ready for
the Inspection of this Honble Court the Originals being in Your Orator's Possession
and Ready to be Produced when Required Over which said Accounts Purports
to be a List or Valuation of Sundry Jewels wearing Apparel and Furniture
&c. Your Orator's Property by them Acknowledged to have been taken and
Carried away from Your Orator's House The other of Accounts and Sums of
Money Received from Different People Debtors to Your Orator and also Acknow-
ledged by them to have been Received which Wrong and Oppressive Actings
and Doings of them the said Henry Norris and Eccles Nixon and their
Confederates Your Orator Shews with Grief and Expressly Charges them to have been so
Done and Transacted without any Authority whatsoever from Your Orator
and Against his Will in Violation of the Laws of England now in full
force and Vested and against the Peace of Our Sovereign Lord the King that
the whole of Your Orator's Property to a very Considerable Amount having been
taken to Ten times Value Estimated Over the Accounts Delivered from which
it Appears that they Acknowledge only to the Amount and Value of Pagodas
Three Thousand One Hundred and Thirty Seven which Your Orator Charges
that Ten times that Amount was illegally unlawfully with force and arms
by them the said Henry Norris and Eccles Nixon or by their Express Orders
and Directions taken and carried away from Your Orator's Dwelling House
Against this Your Orator's will and with an Intent to injure and Distress
Your Orator and to Defraud him thereof and of the whole of his Property and
Manner and form aforesaid Your Orator further Shews unto this Honble

Court

Court that some time after the foregoing transactions many Applications
were made unto him Your Orator to Sign and Execute a General Release
Discharge and Acquittance to him the said Henry Norris and that Your
Orator would thereby Acknowledge he had Received his Property Back
again but this Your Orator Shews that he would do not comply with as he could
Not in Justice to himself his Relations and the world in General suffer
such Wrongs injuries and Oppressions without Endeavouring to Seek
Redress Your Orator further Shews unto this Honble Court that the
said Henry Norris continuing his Evil intentions towards Your Orator
and Contriving how to Oppress Your Orator of the Means of Redress he
the said Henry Norris Caused Your Orator to be forcibly brought and
Taken before him on or about the Second Day of March last year and
Which was in this Present Year of Our Lord One Thousand Seven hundred
and Eighty Three when a Paper was Shewn to Your Orator Signed by him
the said Henry Norris Purporting to be a Discharge and Acquittance
from him the Your Orator and the the said Henry Norris Demanded
of and from Your Orator a full Discharge Release and Acquittance and there
tendered and Produced a Paper for Your Orator to Execute and Sign Purporting
or setting forth That all Matters and Disputes and Differences between him the
said Henry Norris and Your Orator were then Properly and Satisfactorily
Adjusted at the same time the said Henry Norris desired that Your Orator
would forget all that was Passed and Do or Say as to all Manner of Intentions
to proceed against and any Enquiry or Seek Redress or enter any Prosecutions of
any Kind or Nature whatsoever against him the said Henry Norris or them
Concerned with him in the many Violences wrongs and Injuries done unto
Your Orator in manner and form aforesaid to which Demand and Request
of him the said Henry Norris Your Orator Shews that he refused to Comply,
Assuring him the said Henry Norris that wrongs and Injuries of such a
Nature could Not ever be Forgot Much less Passed over in so light and Easy

a

a Manner whereupon Your Orator Sheweth unto this Honble Court that the
Your Orator was immediately Seized and Secured by Order of the said Henry Norris
and the Turbans and Gowns from Your Orator taken off and which Situation
Your Orator Standing before the said Henry Norris & the said Henry Norris
Continuing his Evil Intentions towards Your Orator Threatened Your Orator
With Immediate Confinement telling him Your Orator that he was Still
in his Power that is in the Power of him the said Henry Norris and unless
Your Orator immediately Signed the Release and Discharge as before Dem.
anded that the said Henry Norris would Again Confine him Your Orator and
renew all his Troubles Your Orator Sheweth unto this Honble Court that Terrified
at the Remembrance of his Past Sufferings he dreaded the Power and Displea-
sure of him the said Henry Norris and therefore Did in Bodily fear and terror
and under the Threats of Imprisonment and the Most Severe Punishments
Sign the said Paper and Receive the same offered unto him Your Orator from
and by the said Henry Norris Esqr which Was also Demanded Returned for
the Inspection of this Honble Court and prayed by Your Orator to be taken
and Received as Part of this his Bill of Complaint the Original from the
said Henry Norris being in Your Orators Possession Ready to be produced
Where Required and also the Authenticity of the other to be proved by the
Testimony of Indubitable Witnesses when Required Your Orator further
Sheweth unto this Honble Court that having herein before Recited and
Stated the many wrongs and Injuries done unto him by them the said
Henry Norris and Eccles Nias and their Confederates and as Concerning him
in the Nature of this unprecedented and hard Case would Admit, he
Submits the whole to the Equitable Decision of this Honble Court before whom
he Appears in Humble Confidence of Obtaining Justice Restitution and
Relief for the Many Very Enormous Wrongs and Injuries by him Your
Orator

Orator Suffered and Sustained by or through the means Instigation and
Procurement immediate Actings of them the said Henry Norris and Eccles Nias and
and their Confederates which in Contempt and Open Violation of the Laws of Great
Britain have in the Most Arbitrary Oppressive and unjust Manner Reduced
Your Orator from Affluent Circumstances and Good Credit to a State of Poverty
and Dependance Deprived Your Orator of the most Valuable Blessings and
Connections in this Life and Caused Your Orator to be Removed wrongfully and
injustly of the most Heinous Crimes before a Court Martial Law in Contempt
of the Laws of the Realm Pretended to take Cognizance and Determine upon
Matters which were Cognizable Only before the Civil Courts of Judicature
and in which also Cruelly and Illegally Imprisoned Your Orator in the Manner
and unwholesome Dungeons for and during the Space of Three hundred and
Sixty three Days and Nights in manner and form as before is Stated and Shewn
During all which Time Your Orator was treated with the Utmost Severity
and Cruelty his House Plundered his Property Seized and Carried away his
Private Concerns and Affairs Expended then Bethe most Barbarously Treated
and Imprisoned which Occasioned the untimely Death of his Wife and
Steel Assaulted and for Ever Ruined and Disgraced his Servants Flogged
and treated in the Most Cruel manner to Extort false Evidence from them
Against Your Orator all which Wrongs Matters doings and Enormities Your
Orator Expressly Charge to have been Committed done and Occasioned unto him
by them the said Henry Norris and Eccles Nias Illegally Oppressively and
unjustifiably together with the other wrongs and Injuries by them done and
Committed Against Your Orator whereby he Your Orator is injured and
hath Sustained Real Damages to the Amount of One hundred thousand
Pagodas Current Money of Madras or Forty thousand Pounds Sterling
Money of Great Britain and therefore he brings this Suit to Each he Your
Orator

Orator or any Conference Received any Manner of Satisfaction touching or Regarding the Premises Although She hath frequently Required it of and from them the said Henry Norris and Eccles Nixon

But Nonetheless May it Please this Honble Court that they the said Henry Norris and Eccles Nixon Continuing their wicked Intentions towards Your Orator and out of their Premeditated Malice forethought Combining and Confederating together with Divers other Persons at Present to Your Orator unknown whose Names when Discovered Your Orator Prays may be inserted Even in this his Bill of Complaint with Apt words to Charge them How to deprive Your Orator of his Good Name and totally to Ruin and forever Disgrace Your Orator They the said Henry Norris and Eccles Nixon wickedly falsely and Maliciously give out Report and Pretend that Your Orator hath Received full Satisfaction for all the injuries Damages by them Sustained and that Your Orator hath forever Released Acquitted and Discharged them of and from all Responsibility and Accounts of any and every Kind and Nature whatsoever whereas in fact and in truth the Contrary is the case and must be well Unto them the said Henry Norris and Eccles Nixon for Your Orator Expressly declares and Charges that he hath suffered and Sustained all the Wrongs Violences and Injuries and by his said Bill of Complaint Set forth and Shewn through the Countenance and by Reason of them the said Henry Norris and Eccles Nixon all which Violences and wrongs Committed Actings and Doings of them the said Henry Norris and Eccles Nixon and their Confederates are Contrary to Law and Reason or Equity and Good Conscience and Tend to Destroy injure Oppress and Damnify Your Orator in manner and form as aforesaid Stated for Tender Consideration Whereof and for as much as Matters of this Nature are most properly Cognizable and Relievable in this Honble Court to the end therefore that they the said Henry

Henry Norris and Eccles Nixon and Each of them may upon their and Each of their respective Corporal Oaths fully True direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth Charged 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 Jointly and Severally Decreed to Pay unto Your Orator the aforesaid Sum of One Hundred Thousand Pagodas Current Money of Madras or forty Thousand Pounds Sterling Money of Great Britain together with all Costs of this Suit Your Orator further Prays a General Relief in all and Singular the Premises and that this Honble Court will be Pleased to make such Decree and do Grant unto Your Orator such other and further Relief as the Case shall Appear Agreable to the Laws of England and to Equity and Good Conscience

May it Please this Honble Court to Cause the said Henry Norris and Eccles Nixon to be Summoned and Required by the Sheriff of Fort Saint George Island of Madraspatnam and the Districts thereof Personally to be and Appear this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed there and then 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

Edmund Ellis
Thomas Jones
Attornies for Complainant

This Bill was Sworn to between the Days of [illegible] Complainant Understanding and Reading the English Language having made Oath that the same is Solemnly first Administered by a Sworn Reading according to the Custom of the Complainants Cast That the said Complainant has Carefully Read the said Bill of Complaint and the Exhibits thereunto Annexed and Fully Perfectly understands the same and every part thereof and Declares that the Charges and Matters Therein Contained are True to the best of his Knowledge Information and Belief Except as to such Matters as are Therein Charged and Stated as Aforesaid to be upon his Information and Belief and as to such Matters he believes them to be True

Sworn before me at the Mayor's Court Day Fort St George

Wm Webb
Mayor

1782. February 1. Comaro Sammy Moodelliar's Gold Jewels, Cloths Wearing Apparel and Cash Plate &c. as follows

Gold Jewels	Pagoda Weight			
Rosellen jewel	6¾	11⅞ 9⅜		15⅜
1 Mantle Buckle string	33			
Do Malappes Rosen				2.
Seringuedarwa	33			
Deduct 3% Mantage &c.	32		8¼	35⅜
Do Rubies & Emeralds				1/2
1 Pelawandy Carvadaradan	60	35¼ 8⅝		61½
Deduct 3% Mantage	3¼			
Do 2 Rubies & Middle Diamond				13
1 Pelawandy Cervey Saradan	38	36¾		39
Deduct 3% Mantage	3¼			
Do Rubies				4.
1 Chandradiacanam	26	7¾		26½
1 Pair of Chandadoshum	23	9½		29½
Pallacay		11¼		10⅜
3 Pr Cudda bullera Manjadi	25	9¼		32⅜
Cuda Talavadanam 23 Rubi		16¾	7¼	16⅜
Do Coral 23				6.
1 Pr Palaiacarvadan Coral String				3
Pyatta Cardanam Rubi	23	11	9.	13⅜
Do Emralds	13			13.
Do 18 Corals				13.
1 Pr of Pandlenallakdenkanfinal Gold Weighed 3⅜ Do Medium				3⅜
Do 2				1/2
1 Langanivoodan Weighed 19				9.
Do Pandi	13			1/2
Mullada Mani				1/2
Rudra Emrald & Rayacangam				3½
2 Jingini chey Jewels Gold Silver				
Cloth of Illuminee			8½	2⅝
31 Alakaramala	Rubi 8		8½	1/2
Nagalla Talakaravada	13		7⅜	10
Cuda Billy & Copper	9		10	5⅛
3 Do Cocks Copper	4			6⅝
Gold Earring	36		7¼	3/2
36 Ear Tubes				
Rudra Mahalavadanam Gold Wth Rubi & Hakaypoo		15⅝	9.	22⅜
Mallavi Gold with Pearl	2			4.
2 Pair of Ear Rings	3			3¾
Savanam Coppe Gold with Coral				3½
Sundry Gold		14⅛		13⅜
Sukra Modenam				3⅜
Carried Over Pagodas				682⅝

Brought Over Pagodas				682⅝
Cattu 45 & 15 ℔ Pagoda				32
12 Beads	9		7¼	1/2
1 Do Javalum Calanjee	8			5
Tunga Cattu & Tun Gold 15½			9¾	61.
Cattu Nagatanwelu	7	23		7/2
2 Agatilly Ring	23		8¾	28⅞
1 Javalum Vandanam				
Pearl Addyaw		13½	7¼	1/2
1 Diamond Munjadi 1½				11.
1 Pair of Rubies for Ear Ring				15.
1 Do Emerald				1/2.
1 Ruby & Ruby				4.
1 Do Do				2.
1 Do Do				1/2
Nawaratna Rudra 10½				42.
Do 4⅞				9⅜
1 Vegaram Navaratna Wth Rubi Diamond				8⅜
Emerald for Ear Ring Rudra 2⅜				9.
1 Collangee Vaisnavajadee				13.
1 Pair of Kujeta Vallavadanam				2¼
Rubi Navaratna Ladde with Kokelu				1/2
Ear Ring Ring 2 Nine Number Wth Navaratna Stone & Jewels				23½
Rudra Mahalavadanam Ladde with Kokayapoo Wth Stone Set				13.
1 Jaffain Ring				4.
Pearls for Rubies				2.
1 Pair of Rubi				10.
1 Pair of Rubi				3.
1 Pair of Rubi Ear Ring				3.
1 Ring Jewels Set with Stone				21.
1 Pair Emrald Ear Ring Rudra			16.	160
Ladde with Pearl & Stone				22.
Pearly Cochi Star Pagodas				204.
1 Pellamaly Weighed 27¼				9. 33½
Conway Cumdee 6⅞			7¼	6⅞
1 Malai with Chain				6
1 Sundry Gold 7/16				7/16
Carried Over Pagodas				1193

Brought Over Pagodas				1193.
Sundal Cayet Pagoda Weight			95.	
Platt 1 Do			31⅝	
Do 1 Do			12⅞	
Sundal Cayet 1 Do			16½	
Do 1 Do			12½	
Candlestick for 1 Do			9⅞	
Wine Glass for 6 Do			12⅝	
Pedecan for Women for 1 Do			12⅝	
Do for 1 Do			11⅝	
Do 1 Do			11⅝	
Do 1 Do			10⅜	
Thandal 1 Do			3⅛	
Do 1 Do			7⅝	
Chain 2 Do			13⅜	
Bracelet 1 Do			3½	
Chain Lenghth Do			4⅛	
String 1 Do			3½	
Ringe for 2 Do			4⅞	
Fish Mandel with Silver				
Sundry of Different Sorts for 22 Do			10⅜	
Do Do			2⅛	
Hackreja for 1 Do			2⅛	
Lace Thread for 1 Do			3⅛	
			1977 3/8	
Liver 24 Pagoda Weight 6¼ Pagoda for 1 Liver			5	167.
Weight 25⅜				7.
Ready Money				1.
Madras Pagodas				8.
Rupees 23				11.
Silver Fanams 61				1/2.
Chuckram Sand 4 Gold 1 Do				
Cloths				
Red Shall 1 Do			13.	
Do 1 Do			10.	
Yellow Do 1 Do			10.	
Orange Do 1 Do			6.	
Brown Do 1 Do			4.	
Jada Pallu Silk 1 Do			3.	
Vellapore Painted Cloth for 2 Do			3.	
Do 6 Cubits Cloth 6 Do			2¾	
Do 8 Do 4 Do			2⅝	
Do 8 Do 4 Do			6.	
Chittah Palampore Cloth for 10 Do			3⅝	
Do 6 Cubits Do 2 Do			1/2	
Do 8 Do 1 Do			2.	
Malpa Cadey Do			1/2	
Carried Over Pagodas				1732 3/8

Brought Over Pagodas				1732½
Longa Velanam for 2 Do				3.
Do 6 Cubits 2 Do				3/4
Do 8 Do 1 Do				9⅜
Carangeeram Turband 1 Do				6.
Paramanger 1 Do				5¼.
White Turband 2 Do				1¼.
Do 2 Do				1/2
Do 3 Do				1¼.
Do 1 Do				3/4
Linnawally Cloth for 1 Do				1.
Do 2 Do				1.
Cannamba Turband 1 Do				1.
Do Shut 1 Do				1.
Do 1 Do				1¼.
Muvadiyatan Turband 1 Do				1.
Cloth 1 Do				2½.
Jalam Cloth 1 Do				1.
Tanjore Lace Cloth Sheet 1 Do				1.
Remnant Long Drawers 1 Do				2½.
Cotton Piece 1 Do				3½.
Do Long Drawers 1 Do				3/2.
Chintz Sheet 1 Do				9/16
Pelicat & Handkerchief 2				3½.
Long Cloth Piece 1 Do				1/2.
Saddles for Cloths 1 Do				1/2.
White Long Coat 1 Do				9/2
Jacket 3 Do				3/4.
Chintz Do 2 Do				1½.
Silk Bagdand Cloths 1 Do				2½.
Lascana Drawers 1 Do				1.
White Sheet 1 Do				3/4.
Do 2 Do				1.
Handkerchiefs 12				1/2.
White Turbands 1 Do				3½.
Lascar Drawers 1 Do				3/4.
Cannamba Long Coat 1 Do				1.
New Handkerchiefs 4				½.
White Bandores 2 Do				1/2.
Sundries 1 Do				7½.
Drawers Long Coat 3 Do				1½.
Muslin Long Do 6 Do				6.
Flowered Do 1 Do				1.
Drawers Do 1 Do				1/2.
Drawers Do 1 Do				3/4.
Muslin Do 3 Do				1.
Sundry Pieces 17 Do				1½.
European Cloth Purse 1 Do				1/2.
Carried Over Pagodas				1833½

	Brought Over Pagodas				1233
Fild Cloth	2	2½			
Massa Handkerchiefs	1	¾			
Europe Cloth Purses	2	¾			
Mangalore Cloths	3				
Mangalore Chelles Cloth	1	3			
Ramatheer Payellum Pallakol		1½			
Red Cloth	1	¾			
Do	1	1			
Bengal Chelle Cloth	1	2			
White Lace Bordered Cloth	1	¾			
Moores	23	3½			
Bordered Lace Cloths	1	½			
Yellow Sharfs	1	3			
Moores Long Coat	1	¾			
White Turbands	1	½			
Red Caps	8	¾			
Europe Flannel Purses	2	½			
Do	1	½			
Do	1	½			
Ingannallee Cloths	1	½			
Lacelapee Garments	1	½			
Do	1	½			
White Shirt	1	½			
Do Pieces	4	½			
Thread Carpets	1	1½			
White Thread Lace for Do	1	½			
Bandles	1	2			
Silk Carpets	2½	2			
Moor Cloths	2	1½			
Ruckus Pulkas	2	1½			
Cloth Baroques	1	½			
Bengall Carpets	2	1½			
Lascars Coat	1	½			
Blue Cloth	1½	½	17	3½	
Brass & Copper Things					
Lampshire Stick Large				11½	
Do	2			2½	
Cuglet	1			10½	
Spunballs	6			2	
Do	1			2	
Cups	1			3½	
Vases	3			5	
Large Cane	1			5	
Pans	2			5	
Pots	2			2	
Large Dishes	1			2½	
Spoons	2			22	
Waterpots	2				
	Carried Over Pagodas				1335½

	Brought Over Pagodas				1335½
Satin Tab	1 Sett			33⅓	
Lamp Cups	2			6¾	
Spitting Pot	1			1½	
Looking Glasses Different Sort	18			7½	
Large Pelle	1			42	
Do	1			21	
Do Cover	1			6½	
	1 Sett		27¾		
	15 Sett & Star Cups				22½
Gold Bill Sword	1			10	
Do	1			2	
Do	1			4	
Target	1			8	
Saddle	1			10	34
Pallanquen Barbary Things					
Pallanquen Shallow Trunk Cover Examination	1			3	
Dooly Shell	1			1	
Flat Shirred Lace Bandles	2			2	
Large Silver Pegnard Chest Bang	1			3	
Chairs	2			¾	
Iron Barbary Pillow Furniture	1			20	
Old Do	1			8	
Pallanquen Bamboo	1			15	
Table Blank	1			¾	
Razor Case	1			3	
Blackwood Blanks	2			5/8	
Cotton Pillows	1			3	
Pallanquen Lengen	1			12	
Do Sofa Cloths	13			3	
Do Lengen Small Sofa Cloths	30			2	
Bamboo Red Small Do	2			2	
Blue & Gilt Balkas	2			1½	
Rope for Pallanquen	1			¾	83⅝
	Pagodas				1419⅛

A true Translation of the Memorandum in the Malabar Language

Joobarayan
Interpr

A true Copy
Edward Ellis
Thomas Jones
Attorneys for Complt

Accounts of Debts Collected and of Monies Received on Comarabauny Account Viz.t

				£.	P.	P.	C.	f.
1752								
February	12.	Received for Edward Gold			6	14		
							20	
March	3.	Do from Comara Sing					27	
		Do from Chittambaram Pillai					116	⅝
		Moottum Lasee					142	
		Moothee Govindoo					10	
	4.	Soonial. Narrain Pillai						
	7.	Abboomahamed Cummo.tt			9			
						1	13	½
	10.	Lingiah of Mugoor					24	
	11.	Chadagopia Chauny				3		
	12.	Seringham Venia Tachellum				6	15	
	13.	Cadua Venia Taraw				1		
	18.	Soonial. Narrayana Pillai			27			
	20.	Abboomahamed Cummo.tt				4		
	27.	Ragganaick Naik				6		
	27.	Soonial. Narrayana Pillai					10	
		Baye Rasee				3		
	31.	Soonial. Narrayana Pillai			24			
April	6.	Abboomahamed Cummo.tt			130			
		Yaganah				3		
		Soonial. Narrayana Pillai				4	12	
	8.	Do Do				1		
	19.	Seringham Venia Tachellum Pillai				2		
	22.	For a Ring Sold						
		Ryals Money received for the Chest Viz.t			27			
		Pistoys 4930			7			
		Ryals Money for the Chest			6	1	6	
		Do 2 Bags 25			1	32		
		Madras Pags. 6				116		
		Vurroy Fanams 7				18		
		Do 61				3	32	
		Do 1					20	
		Gold Fanam 1						8
May	3.	Received from Abboomahamed Cumo						11
		Ragganaick Do Naik						11½
		Venkatarayalo				2		
		Gopaul Naick			206			
		Calastry Moodr			165			
		Yaganah			17			
June	3.	Abboomahamed Cumo			19			
July	18.	Do			272			
Augt	5.	Calastry Moodr for Debts			1249	6	63	32¾
		£6¼ @ Cts			61	9/16		
		£27½ @ Pags			19			
				Pagodas	1129	¼		

A true Copy
Edward Ellis
Thomas Jones
Attorneys for Complt

To Whom soever it may Concern

Know by these that I have Willingly and Wilfully Defrauded my late Master Henry Nevins in divers Accounts and Concerns Greatly to his Prejudice all which Frauds have been Justly Proved upon me by my Own Consent by the Amount being Star Pagodas Five Thousand Sols of my Own free will and Consent agree to pay the aforementioned Sum to Mr. Henry Nevins and Sincerely hope he will Forgive me for having Acted so unfaithfully and unjustly towards him Witness my Hand in Trichinopoly this Tenth day of February in the Year One Thousand Seven Hundred and Eighty Two in the Presence of us the undermentioned Witnesses

(Signed)

Witnesses

Cottel Nixon
P. Andrews
D. Simpson
P. Hans Hall
Saudayadasa
Vanatarayalo
Ramasame
Rangayan
Yerrayan
Rangayan
Ramiah
Moothya Gounder
Canagasaby
Moollapelly

Camara Sawmy
Ishahomed Sharoof
Canacapally Ramanayacoolo
Ramasawmy
Vanatachalam
Cantalleyajan
Jeyeyanarayan
Goyanloo Gojamel Naick
Jaume Naudapelly
Tellecala Moodelia
Padmanayaya

A true Copy

Edward Ellis
Thomas Jones
Attorney for Complt.

Translation of an Agreement Dated 5th of August 1782.

Whereas I am willing to give this agreement to Azanut Nabob Ameenullamah Bahadar That is to say

At Trichinopoly Mr. Nevins laid a Claim on this head Dubash Named Camara Sawmy Moodaly and that the said Camara Sawmy with all his family & he being now in Confinement there for his Voluntary Act and Deed for him have with such Accounts that were in Dispute and after such Accounts Are finally settled by four Different Persons the Ballance that shall Appear to be due Reasonably I bind myself to make good to You Therefore I do give this Agreement by my Own Free Witnesses Steu Parroomboodeo Pannamballa Moodelian and Arnavy Chungleroya Moodelian By their Knowledge Drawn by Venkatachel lum.

(Signed) Cawoor Parryaiah

Witnesses Signed
Steu Parroomboodeo Pannam
Arnavy Chungleroyan

Commencing from the day that Camara Sawmy Moodeliar shall be Released from Mr. Nevins Confinement & Promise to be Personal Security for him until Such time the Dispute may be settled.

(Signed) Cawoor Parryaiah

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

Soobarayan
Interpr.

A true Copy

Edward Ellis
Thomas Jones
Attorney for Complt.

To All to Whom these Presents shall Come we Mahomed Marroof Saheb and Calasty Moodeliar of Jaffnapatnam do send Greeting Whereas there are Several Accounts Depending between Henry Nevris of Jaffnapatnam Gentleman of the One Part and Comara Sawmy Moodeliar of the same Place Dubash of the Other part and whereas for the Examining and finishing the said Accounts they the said Henry Nevris and Comara Sawmy have mutually Agreed to stand to abide Perform and Keep the award order and final Determination of us the said Mahomed Marroof Saheb and Calasty Moodeliar as to the said award be made in Writing and Ready to be Delivered to the Parties in Jaffnapatnam before the Thirtieth Day of March next ensuing Now Know Ye that we the said Arbitrators whose names are hereunto Subscribed and Seals Affixed; taking upon us the burden of the said award and having fully examined and duly Considered the Proofs and Allegations of both the said Parties do make and Publish this our Award & Between the said Parties in manner following that is to say first we do award and order, that all further Disputes respecting the aforesaid Accounts Depending between the said Parties touching the said Premises to the Day of the Date of these Presents be and the same is hereby Prosecuted; and we do hereby award and Order, that the said Comara Sawmy shall on or before the first Day of March next pay or cause to be paid unto the said Henry Nevris the Sum of One Thousand Seven hundred and fifty (1750) Star Pagodas and we do award and order that the said Comara Sawmy and Henry Nevris on payment of the said Sum of One Thousand Seven hundred and fifty Star Pagodas shall Mutual Release of Law each unto the other of them or to the Others Mutual Releases sufficient in the Law for the releasing each to the other of them, his Heirs Executors and Administrators of all Actions, Suits Accounts Quarrels Controversies and Demands whatsoever touching or Concerning the Premises aforesaid or any matter or thing thereunto relating from the beginning of the world unto the Twentieth Day of February last past In Witness whereof We have hereunto set Our hand and Seals this Twenty first Day of February in the Year

Year of Our Lord One Thousand Seven hundred and Eighty three

(Signed) Mahomed Marroof
Callatiappen

Witnesses
Cogniah

A true Copy
Edward Ellis
Thomas Jones
Attornies for Compt

The Account Particulars of Calasty Moodeliar and Mahomed Marroof Mudr

Arrack Godowns Pay	17.5	
	32½	} is for 35 Months
	113¾	113¾
Le Peans Pay		62½
Deduct for Rut Above		
Commission Received in Garrison & on Draught Bullocks		
Mannicams Account		
Received on Custom by Lascars Lent Them by Comara Sawmy		
Page das 1240		
Pag 160		
Le Custom in Acct Pag 160		240.
Deduct for the above in Ther Interest of Lascars	60.	
		83¾
Rangapen Carpenters Yard Concerning as pr this Account		
Divers Sundries Things to Comara Sawmy		13.
Custom Received in the Officers Quarters Repairing		102¾
Do in Shores Account		11.
By Coopanas Account		213.
By Royal Match and Comara Sawmy Settled this Account in not to be Included		324.
Ballance in Acct Settled between Mr Nevris and Comara Sawmy		150.
Payment for 10 Months for 300. Deduct 150. Rest		3½.
Comaras Account Mar Ballance due		160.
Account Particulars not found at Present		137.
Custom in 300. Bullocks		100.
To be Deducted Asserts Proof		
	Total Pags	1873¾
Deduct Tenths the above Amount		1250.
	Pagodas	1750.

A true Copy
Edward Ellis
Thomas Jones
Attornies for Compt

I Henry Norris of Trichinopoly Do hereby give and Acquittance in Writing to Pauripaukum Comara Sawmy of the said Place in consequence of all the Accounts between me and the said Pauripaukum Comara Sawmy which have been Examined and Answered finally Settled by Mahomed Marcar Saib and Calasbay Modeliar both of the aforesaid Place and that I have no further Claim or Demand on the said Pauripaukum Comara Sawmy respecting the aforesaid Accounts and that he have my Permission to take service with any Gentlemen that Chuses to Employ him and I Do hereby of my own free will and Consent give this Acquittance in Writing to the said Pauripaukum Comara Sawmy in Presence of the Undermentioned Witnesses in Trichinopoly this Twenty fourth Days of February in the Year One Thousand Seven hundred and Eighty three.

A true Copy Signed Henry Norris

Witnesses hereof
Cogniah
Callatiappen
Mahomed Marcar

A true Copy
Edward Ellis
Thomas Jones
Attornies for Complt

Known all Men by these Presents that I Pauripaukum Comara Sawmy of Trichinopoly Do hereby give an Acquittance in Writing to Henry Norris of the said Place in consequence of all the Accounts between me and the said Henry Norris which have been Examined and Answered finally Settled by Mahomed Marcar Saib and Calasbay Modeliar both of the aforesaid Place and that I have no further Claim or Demand on the said Henry Norris Respecting the aforesaid Accounts or any sort of Bonds Writings Jewels Goods Effects Cattle of all and every kind whatsoever Either in Law or Equity and I do hereby give my Receipt and Acquittance in full to the Aforementioned things and I do also Declare that in future I have no manner of Claim Demand or Disputes whatsoever with the said Henry Norris and Account of the Aforementioned

Aforementioned Matters, In Witness Whereof I have hereunto Set my Hand and Seal at Trichinopoly this 2d Day of March 1783.

(Signed) Pauripaukum Comara Sawmy.

Witnesses hereof
Cogniah
Callatiappen
Mahomed Marcar

A true Copy
Edward Ellis
Thomas Jones
Attornies for Complt

Filed in Court
Dec 2 1783.

The Joint and Separate Pleas of Henry Norris late of Trichinopoly Paymaster to the Forces of the United English East India Company in Garrison there Lieutenant of Fort Saint George and Eccles Nixon Esquire Lieutenant Colonel in the Forces of the said United Company and late Colonel Commandant of the said Companys Forces being Duty in the Garrison of the said Fort of Trichinopoly Defendants to the Bill of Complaint of Pauripaukum Comara Sawmy late of Trichinopoly but at present of Madras Inhabitant Complainant.

These said Defendants by Protestation not Confessing or Acknowledging all or any of the Matters and things in the Complainants said Bill of Complaint contained to be true in such manner and form as the same are therein and thereby Alledged and Set forth for Plea thereunto say, that the Complainant the Cause of Action, if any there be, hath not, having by his own shewing Arisen and Accrued at Trichinopoly in the Dominions of His Highness the Nabob of Arcot, out of the Jurisdiction of this Honble Court, and no ways Appertaining or being Subject to, or Under the Controul of the Honble the President and Council of Fort Saint George or Honble the United English East India Company, And therefore they the Defendants say

I Henry Norris of Tiechinopoly Do hereby give and Acquit Lawry
Writing to Pauniaukum Comara Lawany of the said Place in consequence of all
the Accounts between me and the said Pauniaukum Comara Lawany which
have been Examined and are now finally Settled by Mahomed Marcar
Said and Calasty Moodeliar both of the aforesaid Place and that I have no
further Claim or Demand on the said Pauniaukum Comara Lawany hereby
Engaging the aforesaid Accounts and that he Lawany Possession to take no more
with any gentlemen that I have to Employ him and I Do hereby of my own
free will and Consent give this Acquittance in Writing to the said Pauniaukum
Comara Lawany in Presence of the Undermentioned Witnesses in Tiechinopoly
this Twenty fourth Day of February in the Year One Thousand Seven hundred
and Eighty three.

A true Copy (Signed) Henry Norris

Witnesses hereof
Coopiah
Callatiappen
Mahomed Marcar

A true Copy
Edward Ellis
Thomas Jones
Attornies for Complt

Known all Men by these Presents that I Pauniaukum Comara
Lawany of Tiechinopoly Do hereby give an Acquittance in Writing to Henry
Norris of the said Place in consequence of all the Accounts between me and the
said Henry Norris which have been Examined and are now finally Settled
by Mahomed Marcar of Sahib and Calasty Moodeliar both of the aforesaid
Place and that I have no further Claim or Demand on the said Henry Norris
Respecting the aforesaid Accounts or any of any Bonds Writings Jewels Goods
Effects Cattles of all and every Kind whatsoever Either in Law or Equity and
I do hereby give any Receipt and Acquittance in full to the aforementioned
things and I do also declare that no future I have no manner of Claim Demand
or Disputes whatsoever with the said Henry Norris and Account of the
aforementioned

aforementioned Matters In Witness Whereof I have hereunto Set my
hand and Seal at Tiechinopoly this 2d Day of March 1783.

(Signed) Pauniaukum Comara Lawany.

Witnesses hereof
Coopiah
Callatiappen
Mahomed Marcar

A true Copy
Edward Ellis
Thomas Jones
Attornies for Complt

Filed in Court
Dec. 2. 1783.

The Joint and Seperate Pleas of
Henry Norris Late of Tiechinopoly Paymaster
to the Forces of the United English East India
Company in Garrison there but now of Fort
Saint George and Echo Nixon Esquire Lieu-
tenant Colonel in the Forces of the said United
Company and late Colonel Commandant of the
said Company's Forces doing Duty in the Garrison
of the said Fort of Tiechinopoly Defendants to
the Bill of Complaint of Pauniaukum Comara
Lawany late of Tiechinopoly but at Present of
Madras Inhabitant Complainant.

These said Defendants by Protestation and not Confessing or
Acknowledging all or any of the Matters and things in the Complainants said Bill
of Complaint Contained to be true in such manner and form as the same are therein
and thereby Alledged and Set forth for Plea thereunto Say, that the Complainants
Cause of Action if any there be hath not arisen within Six years next before the
Exhibiting of the said Bill of Complaint and that the said Defendants ought not
to be compelled to Answer the said Bill of Complaint because they say that
at Tiechinopoly in the Dominions of His Highness the Nabob of Arcot out of the
Jurisdiction of this Honble Court and no ways Appendant or being Subject to or
Under the Controul of the Honble the President and Council of Fort Saint George or
Honble the United English East India Company And therefore they these Defendants
Say

Say, they are Advised, that the said Cause of Action is fit all manner of Action accrued and
accrued without the Jurisdiction of this Honble Court, Wherefore the Defendants
do Plead the same in Abatement to the Complainants Bill of Complaint, and
humbly Submit it to the Judgment of this Honble Court, whether they ought to take
Cognizance of the Complainants Bill of Complaint, And they the said Henry Norris
and Eccles Nixon Notwithstanding their said Plea, but wholly Relying and Insisting
thereon, but for further Plea the said Henry Norris saith, That the said Eccles
Nixon was at the time in Bill mentioned Commanding Officer of the Troops of
the said United Company of Merchants of England trading to the East Indies, then
Stationed at Tinchinopoly aforementioned as Auxiliaries to the Nabob of Arcot
aforesaid, and that the several Matters and things in the Complainants said
Bill of Complaint falsely and injuriously Alledged to have been done and Com-
mitted Arbitrarily, Cruelly, and Tyrannically by the said Eccles Nixon, he the said
Eccles Nixon duly Acted in his Station of Commanding Officer aforesaid, as is Direc-
ted by the 3d Article of the 13th Section of the Articles of War, and not otherwise, And
the said Eccles Nixon for himself Saith, that he was Commanding Officer of the
Troops aforesaid at the time and Place aforesaid, and that in all the matters and
things in the Complainants Bill of Complaint falsely and injuriously Alledged
to have been done and Committed, Arbitrarily, Cruelly and Tyrannically by him
the said Eccles Nixon, he the said Eccles Nixon One of the above Defendants Saith,
he Acted in his Station of Commanding Officer aforesaid, as is Directed by the 3d
Article of the 13th Section of the Articles of War and not otherwise

All which Matters these Defendants do Aver and Plead in Abatement
of the Complainants Bill of Complaint and they the Defendants pray to be hence
Dismissed with their reasonable Costs and Charges in this behalf Wrongfully
Sustained

Henry Norris
Eccles Nixon

Chas Bromley
Atty for Defendants

Filed 28th Dec 1783
Sworn to before me
this day by the Defendants
Jon Wallis
Mayor

Filed 28th Oct 1783

In the Honble the Mayor's Court at Madraspatnam

Between Parijauham Comaro Sawmy
of Madras Inhabitant Complainant and
Henry Norris one the Civil Service of the Honble
United Company of Merchants of England
trading to the East Indies and Eccles Nixon
a Colonel in the Military Service of the said
Company at their Presidency of Fort Saint
George Defendants

The Affidavit of the Above Named Complainant

This Deponent Maketh Oath and Saith that he well Understands
the English Language that he hath carefully Read over the Bill of Complaint
and Exhibits thereunto Annexed by him and at this instance for Suit
Exhibited and filed in this Honble Court on the Twenty Third Day of this
Present Month of October in the Year of Our Lord One Thousand Seven
hundred and Eighty three and in the Twenty third Year of the Reign of Our
Sovereign Lord the now King and this Deponent on his Oath Saith that
he Perfectly understands the same and every part thereof and Doth
Solemnly upon his Oath Declare the Charges and Matters therein Charged
Exhibited and Stated are true, in every Respect and Particular

Edmund Ellis
Thomas Jones
Attornies for Compt

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

Soobanoyam
Interpr

Filed the 27th Octr 1783

To
Messrs Edward Ellis } Attorneys at Law
Thomas Jones }

Ponnuckam Canaro Sawmy of Madras Inhabitant Do hereby Authorize and Require You to file and Exhibit a Special Bill of Complaint in the Honble the Mayors Court at Madras against Antony Luis for Sustance against Henry Norris in the Civil Service of the United Company of Merchants of England Trading to the East Indies, and Execs Norris a Collateral in the Military Service of the said Company for Orders to bring him to Answer for certain wrongs Violences and Injuries by them Done Committed and Effected Against me and my Property to my Great Loss Injury Disgrace and Ruin hereby Requiring You and Each of You to Use and Prosecute all Lawful Ways and Means for Prosecuting and bringing the said Suit to Issue for which Purpose and Purposes I do hereby give my Place and Stead fast and Assigned You and Each of You and for Your so doing this shall be to You and Each of You a Sufficient Warrant given Under my Hand and Seal in Madras this Twenty first Day of October in the Year of Christ One Thousand Seven Hundred and Eighty three and in the Twenty third Year of the Reign of Our Sovereign Lord the King ——

P. Ponnuckam Sawmy L.S.

Witness
Charles Binyon
John Bayne

Filed the 20th Feby 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto This Honble Court Your Orator Pettumpauroumn Vadakary Moodelliar of Madras Inhabitant that Valloydum and Chinnatomby of the same Place Inhabitants Administrators of all and Singular the Goods Chattels Credits Rights and Effects of Themany Moodelly Deceased Stand Indebted unto Your Orator as Administrators aforesaid in the full and Just Sum of Six hundred and Thirty four Pagodas and fifteen Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings to every Pagoda the Sum of Two hundred and fifty three Pounds fourteen Shillings and Eight 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 Their Original Evidence of being in Your Orators Possession and Ready to be Produced when Required, given and Granted unto Your Orator by the said Valloydum and Chinnatomby as Administrators as aforesaid bearing Date the Twentieth Day of October which was in the Year of Our Lord One Thousand Seven hundred and Eighty Eight Payable in One Year from the Day of 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 Valloydum and Chinnatomby as Administrators as aforesaid that in Case the said Sum of Money should not be Discharged According to the Terms therein specified for the payment thereof that Your Orator shall in such Default be at Liberty to sue for the same in this Honble Court by which said Agreement and Covenant of the said Valloydum and Chinnatomby as Administrators as aforesaid Your Orator is at full Liberty to Commence an Action and Sue for the Payment of the aforesaid Debt in this Honble Court According

According to the Meaning Spirit and Construction of His late Majesty Charter now in force Respecting the Prosecution of Suits Between the Natives of Madras in the Honble the Mayor's Court And Whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of Six Hundred and Thirty four Pagodas and fifteen Fanams from the said Valloydum and Chinnatomby Moodelly

But now so it is May it Please this Honble Court the said Valloydum and Chinnatomby 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 as such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Valloydum and Chinnatomby May upon their Corporal Oaths full True Direct and Perfect Answer make to all and Singular the Matters and Things herein before Set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly interrogated and that they may be Decreed to Pay unto Your Orator the aforesaid Sum of Six Hundred and Thirty four Pagodas and fifteen 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 Valloydum and Chinnatomby to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and his Deputies to Appear 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

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 20th February 1790

Hy Dirom
Attd Complainant

This Bill was Sworn to and between the
Days of Adjournment Leta Summons issued
Returnable the Next Court Day

Vint Corbett
Mayor

				Pagodas	634 15

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 26th February 1790

Hy Dell Pitt
Attg Complainant

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

Vin.t Corbett
Mayor

Sgd Ballance Dun.d	63.15.-		Rupees	63.15.-	

Obligation to be Void and of no Effects otherwise To continue in full force and Virtue

Signed Sealed and Delivered
Where no Stamp'd Papers to be had
in the presence of
C. Mootookistnah

Thos Lyon
Hy Du Pre
Atty Comp.ts

Mayor's Court at Madraspatnam

Tuesday the 30th Day of March Anno Domini 1790

Present

Vincentia Corbett Esquire Mayor
Edward Garrow — Andrew Ross
Henry Chicheley and Michell — Aldermen

Mayor's Court

Between Pillumpauhum Vadakery Moodelliar of Madras Inhabitant Complainant and Vallayden and Chinnatomby of the same Place Inhabitants Defendants

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant Chinnatomby 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 Chinnatomby shall Pay unto the Complainant the full and just Sum of Six Hundred and Thirty Four Pagodas and Fifteen Fanams Pagodas

Pagodas 634.15. together with all such Interest as now is or shall hereafter become due thereon until full Payment be made of all Costs of this Suit

Dft Curr

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orator Christopher Braithwaite of Madras Merchant that Ramasawmy and Hallatapulle of the same Place Inhabitants stand Justly and Truly indebted unto Your Orator in the full and just Sum of Three hundred and Two Pagodas Fifteen Fanams and Sixty five Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Twenty Pounds Eighteen Shillings and Eight 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 whereto 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 the Honble Court 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 Ramasawmy and Hallatapulle of the said Sum of Three hundred and Two Pagodas Fifteen Fanams and Sixty five Cash

But now so it is May it please this Honble Court the said Ramasawmy and Hallatapulle Obstinately and Wilfully Refuse to pay the same or to give Your Orator any

Manner

Manner of Satisfaction & Purchase Money Pounds Dollars Stivers

Pagoda Fanams Cash Paid Capt. Hall Capt. Hall Upper Guns

Mds. Equipt. and Commissariat Stores Delivered Capt. Hall

Marine Establishment Capt. Hall Corps at Colombo Hall

Hard Cash Pagoda Fanams Cash Paid Capt. Hall Matters

Things Servants Wages Settled and Discharged Capt. Hall Equipt. and Ordnance

Cash Advanced Capt. Hall Cash Received from Capt. Hall Pagoda Fanams

Which Sum Capt. Hall Engages to Account for to the Honble. Court of Directors

Fort St. George 8th. April 1784

Signed Sealed & Delivered in the Presence of

Thos. Mathias Mundy Lieut. Engrs.

Regimental Paymaster Comptroller & Accountant

Fort St. George

I do hereby Certify that the above Account Current is Just and True

Fort St. George 8th. April 1784

Alexr. Kyd

Secretary to the Select Committee

Dr. Ramasawmy and Kalliapulle in Acct. Curt. with Christ. Breithaupt Esq.

1786 Septr.	11.	To the Amount Principal of Your joint Bond Town Account of Goods bought belonging to Messrs. Johan George Swanenger and Edw. David of this Date being @ 12 ℘ Cent ℘ Cent ℘ Annum	400.	-	-	1787 Feby.	23.	By Cash Received on Part of Interest from Egapa Chitty on Your joint Account	8.	-	-
								By Cash Received from Egapa Chitty this day on Your joint Account in part of Principal	170.	-	-
1789 April	08.	To Interest on Do. from 11th. Septr. 1786 to this Day being 2y. 6m. 28d. @ 12 ℘ Cent ℘ Annum	123.	31.	30.	1789 April	08.	By Interest on Do. from 23d. February 1787 to this Day being 2y. 1m. 15d. @ 12 ℘ Cent ℘ Annum	43.	15.	15.
									221.	15.	15.
									302.	31.	30.
								By Balance due			
		Pagodas	323.	31.	30.			Pagodas	323.	31.	30.

Fort St. George 8th. April 1784

E. E. Christ. Breithaupt

A true Copy P. Walker Actg. Secy. Comptr.

Copy

Filed 8th April 1789

In the Honble the Mayor's
Court at Madraspatnam

Between Christopher Breithaupt
of Madras Merchant Complainant
and
Ramasawmy and Kalletapille of the
same Place Inhabitants Defendants

The Affidavit of Christopher Breithaupt the
above Named Complainant

This Deponent Maketh Oath and Saith
That the above Named Defendants Ramasawmy and Kalletapille
Stand Justly and Truely indebted unto this Deponent in the full and
Just Sum of three hundred and Two Star Pagodas fifteen fanams and
Sixty five Cash Current Money of Madras and also that he hath Reason to
believe that the above Named Defendants will Abscond and Absenting that
a Bill is filed against them

Christr. Breithaupt

Sworn to at Fort St. George
this 8th Day of April 1789
Before me
Wm. Medows
Mayor

Filed 13th April 1790

In the Honble the Mayor's
Court at Madraspatnam

Between Christopher Breithaupt Complai-
nant and Ramasawmy Pillah and Kallieta
Pillah Defendants

The Affidavit of Thomas Jones One of the Sergeants
of this Honble Court

This Deponent Maketh Oath and Saith
That he did personally the above Named Ramasawmy Pillah One of the
Defendants in the above Cause with Two Rules Issuing out of this Honble
Court whereby he was required to put in and Answer to the Bill of
Complaint filed in the above Cause and this Deponent further saith
That he did also personally Serve the above Named Defendant with the said
Rules Issuing out of this Honble Court to the following purport, Further Days
Given the Defendant Ramasawmy Pillah till the 13th April Next to Answer
the Complainant's Bill Under pain of which Judgement will be given for the
Complainant, Sworn 30th March 1790 before Me George Taylor Register

Thomas Jones

Sworn to in Court
this 13th April 1790
G. Taylor
Reg

Mayor's Court at Madraspatnam } Tuesday the 13th day of April Anno Domini 1790

Present

Lif. Mayor's Court

Vincentio Corbett Esquire Mayor
Josias Du Pre Porcher and Andrew Ross
Aldermen

Between Christopher Breithaupt of Madras Merchant Complainant and Ramasawmy and Ballatyadle of the same Place Inhabitants Defendants

It Appearing by the Records of this Court that the Usual Rules have been given for the Defendant Ramah Sawmy Pillah 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 Ramah Sawmy Pillah shall Pay unto the Compt.t The full and just Sum of Three Hundred and Two Pagodas Fifteen Fanams and Sixty five Cash Pagodas 302.15.65 Together with all Costs Incurred as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Dep.t Cur.

Fridy 1st March 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orator Andrew Wight Captain in His Majesty thirty Sixth Regiment of Foot by his Attorneys Thomas Chase and Thomas Parry of Fort Saint George Merchants that David MacRay late of Madras Inhabitant Stands justly and truly indebted unto Your Orator in the full and just Sum of Three hundred and forty two Pagodas thirty eight Fanams and fifty Cash Current Money of Madras Making nine Sterling Money of Great Britain at Three shillings & eight Shillings for every Pagoda the Sum of One Hundred and Thirty Seven Pounds Nine Shillings and five Pence or thereabouts as will more fully and at large Appear by an Account Current Copy whereof is 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 the Possession of Your Orators said Attornies and Ready to be Produced when Required And Your Orator further Shews unto this Honble Court that the said Account Current has Been delivered to the said Defendant by William Freeman in favor of the said David MacRay and by Freeman Esquire for the Sum of One hundred Pounds Sterling Dated the thirteenth Day of February One Thousand Seven hundred and Eighty seven and Payable at thirty One Days sight and by the said David MacRay Indorsed to John Nicholson and by the said John Nicholson Indorsed to Your Orator and which Bill has been Protested for non Acceptance and non Payment the Original whereof which said Bill together with the Protest Taken thereon are in the Possession of Your Orators said Attornies and Ready to be Produced when Required And Your Orator further Shews unto this Honble Court that he has frequently and diverse times Amicably Demanded Payment

Pagand from the other Page

Dr. David MacVeagh in Account with Captain Andrew Wright Cr.

1787. February	12th	To the Amount of a Bill of Exchange Drawn by William Freeman Lieut. of the 36th Regiment upon Sealy Youngue Esqr. Mallow in Ireland and Your favor for £100. which You Indorsed over to John Nicholson who Indorsed over the Same to Me		250	-	-	1790 March	1st	By Ballance Due	342	38	30
1790 March	1st	To Interest on Ditto from the 13th May of February 1787 to the 28th May of Feby 1790 both inclusive being 3 Years and 15 Days at 12 p Cent p Annum		91	10	10						
		To Notary Charges on Protest		1	13							
		Pagand		342	38	30			Pagand	342	38	30

Port L'Orient 1st March 1790

Errors Excepted

(Signed) Chas. L. Parry
Attorney to Capt. Wright

Attorney
Jno. Hamilton
Attorney for Complt

34

Mayor's Court at Madrasapatnam

Tuesday the 13th Day of April Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Josiah Du Pre Porcher and Andrew Ross
Aldermen

Between Andrew Wight Captain in His Majesty's Thirty sixth Regiment of Foot by his Attorneys Thomas Chase and Thomas Parry of Fort Saint George Merchants Company Lieutenant and David Macteagher Madras Inhabitant Defendant

Mayor's Court

L4

It Appearing to the Records of this Court that the Usual Rule has issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant do shall Pay unto the Complainant the full and just Sum of Three Hundred and Forty Two Pagodas Thirty Eight Fanams and Fifty Cash (Pagodas 342. 38. 50) together with all Costs of Suit and as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Decreed

Filed 14th April 1790

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Shewn Unto this Honble Court Your Orator Stephen Popham Clerk of the Warrants of this Honble Court that Nayroo Pauly Chitty of Madras Merchant Stands indebted unto Your Orator in the full and just Sum of Five Hundred and Twenty Seven Pagodas Twenty Six Fanams and Seventy 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 Ten Pounds Seven Shillings and One Penny as will more fully and at large Appear by the Copy of a Mortgage Bond hereunto Annexed for the Inspection of this Honble Court and Prayed by Your Orator to be taken as Part of this his Bill of Complaint the Original whereof being in Your Orator's Possession and ready to be produced to this Honble Court when required And Your Orator further Shewn 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 five Pagodas Twenty six Fanams and Seventy Cash

But notwithstanding all Reasonable this Honble Court the said Nayroo Pauly Chitty obstinately and wilfully Refuseth to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a General Rule issue unto this Honble Court to be Shall appear Agreable to Equity and good Conscience To the End therefore that the said Nayroo Pauly Chitty may upon his corporal Oath fully true and Perfect Answer make to all and Singular the Matters and Things herein before set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly interrogated And that He may be decreed to pay unto Your Orator

Orator the aforesaid Sums of Five Hundred and Twenty five Pagodas Twenty five Fanams and Twenty Cash with Interest as now in arrear & hereafter become due thereon also Costs of this Suit

May it please this Honble Court to cause the said Noyroo Baulu Chitty to be summoned and required by the Sheriff of Fort St George Towns of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at certain Time and Place to be by this Honble Court prefixed and Appointed thereunto 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

J. Popham
Atty for Complainant

Fort St George
the 4th April 1770

This Bill was sworn to and in the Days of Adjournment let Summons issue returnable the Next Court May

Vinl Corbett
Mayor

Know all Men by these Presents that I Noyroo Baulu Chitty of Madras Merchant Attorney to Dauy Chitty Candumderam Chitty at present of Trichinopoly Administrator of Dauy Chitty Ragavah Chitty and formerly bound unto Stephen Popham of Madras Esquire in the Penal Sum of One Thousand and Fifty One Pagodas Eleven Fanams and Sixty Cash to the Payment to whereof well and truly to be made to the said Stephen Popham his Heirs Executors Administrators or Assigns I do hereby bind Myself my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Madras this first Day of April in the Year One Thousand Seven Hundred and Ninety

Whereas I the above bounden Noyroo Baulu Chitty have borrowed and received of the above Named Stephen Popham the full and just Sum of Five Hundred and Twenty five Star Pagodas Twenty six Fanams and Twenty Cash to from me at Interest at the Rate of Twelve Per Cent Per Annum and Payable in Weight Mays from the Date hereof and for Securing the Payment whereof I do hereby by Mortgage and Assigned over unto the said Stephen Popham the Bills of Sale of a House late the Property of the said Dauy Chitty Ragavah Chitty now in the Estate of the said Dauy Chitty Candumderam Chitty became Administrator

Now the Condition of this Obligation is such that if I the above bounden Noyroo Baulu Chitty his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Stephen Popham his Heirs Executors Administrators or Assigns the full and just Sum of Five Hundred and Twenty five Star Pagodas Twenty six Fanams and Twenty Cash together with Interest for the same at the Rate aforesaid from this Date of these Obligations to be paid and in full Effect or else to remain in full Force and Virtue

L.S.

Signed Sealed and Delivered (where no Stamps is Required to be had in the Province of .....)
in the Presence of
Wm Toovey
Chinnatomby

Attorney
J. Popham

Mayor's Court at Madraspatnam

Tuesday the 24th day of April Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor

James Call and Andrew Ross

Aldermen

L.S.

Mayor's Court

Between Stephen Popham one of the Attorneys of this Honble Court Complainant and Negroe Pauly Chitty of Madras Merchant Defendant

The Defendant having been Called and Returned & the Complainants Demand this Court doth Decree & Order the Defendant to Pay unto the Complainant the full Sum of Star Pagodas 1323.26.70 together with all Costs of Suit

Decd

Fridy 6th April 1790

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator James Pollam Gyer Constable of the Mody Battalion of Madras Inhabitant That Saravanan and Monoogantah Chetty of the same Place Inhabitants Island justly and truely Indebted unto Your Orator in the full and just Sum of Five Hundred and Nineteen Pagodas forty One Fanams and forty Cash Current Money of Madras Making good Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Seven Pounds Nineteen Shillings and Six Pence or thereabouts as will more fully and at large Appear by Copy of an Account and Translation for 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 Your Orator's Bill of Complaint the Originals whereof are in Your Orator's Possession and ready to be Produced when Required And Your Orator further Sheweth unto this Honble Court that he hath frequently and duly and amicable manner Requested Payment from the said Saravanan and Monoogantah of the said Sum of Five hundred and Nineteen Pagodas forty One Fanams and forty Cash

But notwithstanding Mayest Please this Honble Court that the said Saravanan and Monoogantah Obstinately and Wilfully Refuse to Pay the same or give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore Prays a Summons may Issue to the said Defendants to this Honble Court to Shew Cause if they can why Equity and Good Conscience should not at the End thereof that the said Saravanan and Monoogantah may upon Their Oaths and Respective Corporal Oaths 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 herein again Repeated and Particularly Interrogated and that they

they may be Decreed to pay unto Your Orator the aforesaid Sum of Five hundred and Fifteen Pagodas forty Cuddauaurs and forty Cash with Interest thereon from the time hereafter become due Together also with the Costs of this Suit.

And the Plaintiff Your Orator shall ever Pray &c.

Jos. Hamilton
Atty for Complainant

Fort St. George 6th April 1790

Filed the Bill and Summons issued this day of
Advertisement to be inserted in the Madras
Gazette Tuesday
Fort Court Clerk

Wm. Corbett
Magr

Translation of a Mortgage Bond Dated 1st Nuwary of Hulabal Year Answering to Anno Domini 16th August 1788

We Saravanan Son of Macayen Condayan Inhabitant and Merchant of Madras and Joint Mortgagor to the Mr Sohony Brother Vanjiyayan Do of the same Place Thatis to Say

In Consequence of Our Urgent Occasions we have this day Mortgaged to You our Houseand Ground Situate Chuttey Bills of Sale which lie in the Name of Vanjiyayan Situated at Peddanaigé Patai South to the Street of Panachary Bazar in the Street of Tyagayya Chitty Garden in East and West between the Houses of Mayoor Pootul and Mayoor Condayan and bounded and Received of You the Sum of 413 Four hundred and thirty four Star Pagodas Current Money of Madras which Sum we do hereby Engage Ourselves and Demand with the Allowed Interest as shall Be may become due Thereon at the Rate of 12 p Ct Annum Inde fault by which You are here by Empowered to Recover it by Prosecuting me jointly or Separately in the Adawlut and Cutcherry of Pollegar and Company Modaliar Mr Moore for Will and Consent Witness for Pollegar and Company Modaliar by their Knowledge this Mortgage Bond was Drawn by Mr Coombe for Ramasawmy

Marked Saravanan
Do Moorgayan Tal

Witnesses Signed
Pollayan
Pondalam Comarayan

True Translation as near as can be from the Malabar Language

Signed Ranganaudom
Interpreter

True Copy
Jno Hamilton
Atty for Complainant

Dr Saravanan and Moorgayan Tal in Account with Sawmy Pollam Cr
Agent Condayah Modaliar

1788 August	4	To Amount of Mortgage Bond Execution of this date Pagodas	400	1790 April	3	By Balance Rest	319.41.40
1790 April	3	To Interest on Do from August the 4th 1788 to this day being 1 Year 7 Months & 29 Days at 2 Cuddauaurs per Cent per Month	85.41.40				
		Pagodas	319.41.40			Pagodas	319.41.40

Fort St George
19th Dec. 1790

True Copy Excepted
Signed J. Condayah

True Copy
Jno Hamilton
Atty for Complainant

Mayor's Court at Madraspatnam

Tuesday the 26th Day of April Anno Domini 1790

Present

Vincente Curbett Esquire Mayor

James Call and Andrew Ross

Aldermen

Lis: Between James Call Esqr Sheriff Bridges Mordaliar of Madras Inhabitant Complainant and Sawmynaden Pallaboy Tasildar of Mylapore Inhabitant Defendant

The Defendant having been Called and Returned Defaulted the Sheriff being present in Court for the Complainant and Demanded Judgment thereupon and this Court doth thereupon Accordingly Order and Decree that the Defendant do Pay unto the Complainant the full and just Sum of Five Hundred and Ninety Two Pagodas Forty One Fanams and Forty Cash (592.41.40) together with all Costs of Suit and Interest as Hereafter shall be Ascertained and Allowed

Allen

Friday the 6th April 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Coontoor Lutchmanawmiah of Madras Inhabitant That Pillaypore Sawmynaden Chetty of the same place Inhabitant stands justly and truly Indebted unto Your Orator in the full and just Sum of Five Hundred and Sixty Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and Four Pounds or thereabouts as will more fully and at large appear by 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 Your Orator's Bill of Complaint the Original whereof is in Your Orator's Possession and ready to be produced when required and Your Orator further Sheweth unto this Honble Court that he has frequently and in a most reasonable manner Required Payment from the said Pillaypore Sawmynaden Chetty of the said Sum of Five Hundred and Sixty Star Pagodas

But now so it is May it please this Honble Court that the said Pillaypore Sawmynaden Chetty Obstinately and Wilfully refuses to Pay the same or to Give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief in this Honble Court to all Appear agreeable to Equity and good Conscience To the End therefore that the said Pillaypore Sawmynaden Chetty may upon his Corporal Oath (full Discovery and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully Fully Perfectly and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Five Hundred and Sixty Star Pagodas with Interest thereon and Costs of Suit or such further Relief in the Premises as to this Honble Court shall seem meet

May

May it Please this Honble Court to Grant the said Pillayon Sawmy
prayed Charry to be Summoned and Required by the Sheriff of Fort Saint George
Towns Suburbs Garrison 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 Assigned
and Appointed then and there to Answer the Vexatious Bill of Complaint and
further to Stand and Abide by such Order and Decree Sentence as to this Honble Court
shall seem Meet.

Jno Hamilton
Atty for Complainant

Fort St George 16th April 1790
This Bill and the contained Endorsed
Adjourned and Ordered Appearance of the
Defendant the Next Court Day
Vincent Corbett
Mayor

Know all Men by these Presents that I Pillayon Sawmy and do
Charry of Madras Inhabitant am held and firmly bound unto Gomboor Seetaurawmiah
Sawmy of Madras Merchant Inhabitant in the Sum of Five Hundred and
Twenty Star Pagodas to the Payment whereof well and truely to be made to the said
Gomboor Seetaurawmiah 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 for touching any
Difference or Dispute that may Arise thereupon I do hereby Consent and agree
to submit to the Decision of the Mayors Court of Madraspat
nam and to stand by to abide by such Award and Judgement as Decree as they shall
Make in the Premises In Witness whereof I have hereunto set my hand and
Seal in Madras this first Day of September One Thousand Seven hundred and
Eighty Nine

Whereas the above bound Pillayon Sawmy do Charry hath Borrowed and Received of the
above mentioned Gomboor Seetaurawmiah the full and just Sum of Two
Hundred and Sixty Star Pagodas with Interest at the rate of Twelve Per Cent per
Annum Payable on Demand and for Securing the Payment of the said Sum of
Two

Two Hundred and Sixty Star Pagodas hereunto Interest at the rate of Twelve
Per Cent per Annum Payable on Demand and for Securing the Payment
of the said Sum of Two hundred and Sixty Star Pagodas unto the said Gom
boor Seetaurawmiah his Heirs Executors Administrators or Assigns He the
said Pillayon Sawmy do Charry hath by these Mortgaged Transferred and Set
over and by these Presents doth Mortgage Transfer and Set over unto the said
Gomboor Seetaurawmiah a Piece of Ground with the Messuage or Dwelling House
of the said Pillayon Sawmy do Charry Situated and Standing on the South
Side of Broad Street of the Honble Company's Old Garden between the Houses of
Paulapooty Collah Pondaram and Gowapiah Charry Mootah Charry which
said House and Ground Containing in Length from East to West Sixty feet and
in Broad the same from North to South Twenty Nine feet and in case of failure in
the Payment of the said Sum of Two hundred and Sixty Star Pagodas from the
Days aforesaid He hereby give and grant unto him the said Gomboor Seetau
rawmiah full Power and Authority by his Attorney Deputy or Deputies the said House and
Ground and of the Disposal of the said House and Ground as they should think fit for
also Satisfaction of the Amount of the Principal and Interest of the said Bond to
him that Doth Pay him the Difference and in case they should Differ
Mode how to pay the Difference

Now the Condition of this Obligation is such that if the above bound
Pillayon Sawmy do Charry his Heirs Executors Administrators or
Assigns shall well and truely pay or Cause to be paid unto the said Gomboor
Seetaurawmiah his Heirs Executors Administrators or Assigns the full and
just Sum of Two hundred and Sixty Star Pagodas together with such
Interest as shall or may become due thereupon at the time this Obligation is to be
Void and of no Effect otherwise to Continue in full Force and Virtue

his Mark ⊞ of Pillayon Sawmy do Charry (L.S.)

Signed Sealed and Delivered
Whereas Stamps Paper is to be had
in the Presence of

A true Copy
Jno Hamilton
Atty for Complainant

Mayor's Court at Madrasapatanam

Tuesday the 27th day of April Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor

Andrew Ross and Henry Chicheley Michell Aldermen

L.S.

Between Goundan Sultan Sammiah of Madras Inhabitant Complainant and Pillaypore Sawmynaudah Chetty of the same Place Inhabitant Defendant

The Defendant being in Court Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit the Order and Demand do it accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of Two Hundred and Sixty Pagodas Pagodas 260 - / together with all Costs to be taxed as Mr Innis or shall hereafter become due thereon until full Payment is made to all Costs of this Suit

Decree

Filed 15th June 1789

To the Honble the Mayor's Court Madrasapatanam

Humble Complainning Shewn thereunto this Honble Court Your Orator Sadasiwa Moodely of Madras Inhabitant that Ponna Pogah Moodely of the same Place Inhabitant Stands Justly and Truly Indebted unto Your Orator in the full and just Sum of Ninety Star Pagodas and Twenty three Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Thirty six Pounds and four Shillings or thereabouts as will More fully and at Large Appear by the Copies of Translations of a Bond or Obligation and an Account Current thereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as Part of this his Bill of Complaint The Original Bond whereof 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 he hath frequently and in a friendly and amicable Manner Requested Payment from the said Ponnapah Moodely of the said Sum of Ninety Star Pagodas and Twenty three Fanams

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

Particularly Interrogated that they may be Deem'd to pay unto Your Orator the aforesaid Sum of Ninety Star Pagodas and Twenty three Fanams with all such Interest as now is or shall Chuse after become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Pennapah Steadily to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras patam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand and Abide by such Order and Decree therein as this Honble Court shall Deem Meet.

Fort Saint Georges 5th June 1789

This Bill was shewn to me in the Mayor's Court May

Jas Call
Clerk Aldermans

C. Chalmers
Atty for Compt.

Interrogatories for the Examination of Pennapah Modeliar Inhabitant of Madras patam and Witness for Signed Vemalauchelum Nallanen

1st Interrogated Whether he the Deponent is Acquainted with the Parties to this Suit and Knows the Subject Matter thereof

Answers Yes I am Acquainted with the Parties and Know the Subject Matter thereof

2nd Interrogated Whether he the Deponent was present at the Execution of a Bond Dated the 9th Day of October 1788 Executed by Pennapah Modeliar to Sadanwa Modeliar Son of Mylas Chetty Modeliar of the same Place

Answers Yes I was present at the Execution of the said Bond

3rd Interrogated Whether the said Bond was Executed for the Payment of the Sum of 84 Eighty four Star Pagodas Current Money of Madras which Sum is thereby engaged to be paid on or before the 10th Day of April next with all Such Interest as shall Become due thereon at the Rate of 12 p Ct p Annum and in Default of which Payment Sanguvenayer is thereby empowered to recover it by Prosecuting in His Majesty's Mayor's Court

Answers Yes I have given Evidence in the said Bond with Mony free will and Consent

4th Interrogated Whether he the Deponent was present at the Execution of the said Bond as a Witness thereto

Answers Yes I was present at the Execution of the said Bond as a Witness thereto

5th Interrogated Whether he the Deponent Knows the Hand Writing of the said Pennapah Modeliar

Answers Yes I Know the Hand Writing of the said Pennapah Modeliar

6th Interrogated Whether he the Deponent Knows the Hand Writing of Sanguvenayer

Answers Yes I Know the Hand Writing of Sanguvenayer

7th Interrogated Whether he the Deponent Knows the Hand Writing of Sadanwa Modeliar

Answers Yes I Know the Hand Writing of Sadanwa Modeliar

8th Interrogated Whether he the Deponent Knows the Hand Writing of Mylas Chetty Modeliar

Answers Yes I Know the Hand Writing of Mylas Chetty Modeliar

9th Interrogated Whether he the Deponent Knows the Hand Writing of Vencatachella Modeliar and Boodlegedassigen Nallana Modeliar

Answers Yes I Know the Hand Writing of Vencatachella Modeliar and Boodlegedassigen Nallana Modeliar by their Answering by Appearance only

Signed

Witness for Signed
Vemalauchelum
Nallanen

Signed Pennapah

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

Rangenaidom
Interpreter

C. Chalmers
Atty for Compt.

Pennapah Modeliar Plaintiff Sanguvenayer Defendant

Pagodas 84 - - - 23 -

1788 Oct. 9th To Amount of Bond Bearing date as per Contra - - - 84 - - - 23 -

This Day - - - To Interest on the above Sum from 9th Oct. 1788 to 5th June 1789 being 7 Months 25 Days at 12 p Ct p Annum - - - 6 - 23 -

Pagodas - - - 90 - 23 -

Fort St. George 5th June 1789

Errors Excepted per Jas Call Clerk Aldermans

340
Filed the 23. April 1790

In the Honble the Mayor's Court at Madrass.

Petition of Madawa Moodaly of Madras Inhabitant Complainant and Pannagada Moodaly of the same Place Inhabitant Defendant

The Affidavit of the above Named Complainant

The Defendant Maketh Oath and saith that the above Named Defendant stands justly and truly Indebted unto this Deponent in the Sum of Nine Hundred Pagodas and Twenty three fanams Current Money of Madras as will more fully appear by the Copies of a Translation of a Bond or Obligation and an Account Current annexed to this Deponents Bill of Complaint Filed on the fifteenth Day of June in the Year One thousand seven hundred and Eighty Nine this Honble Court

Sworn in Court
Fort St George
this 20th April 1790

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

Arzanamudan
Interpreter

Mayor's Court at Madraspatnam. } Tuesday the 27th Day of April Anno Dominj 1790

Present

Vincentio Corbett Esquire Mayor
Andrew Ross and Henry Chicheley Michell
Aldermen

Mayor's Court

L.S.

Between Sadanund Mordelly of Madras Inhabitant Complainant and Punnajah Mordelly 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 Ninety Pagodas and Twenty three Fanams Pagodas 90. 23. together with all Costs and Interest as now is or shall hereafter become due thereupon until full Payment is made also all Costs of this Suit.

By Court

Filed 27th July 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Madapiawkum Mordarajah Mordelly of Madras Inhabitant that Tandayahvador Kistna Pilly of the same Place Inhabitant 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 for Every Pagoda the Sum of Forty Pounds or thereabouts as will more fully and at large Appear by the Copy of a Bond hereunto Annexed for the Inspection of this Honble Court Wherefore Your Orator begs leave to refer to the Original Obligation as 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 a Amicable Manner Requested payment from the said Tandayahvador Kistna Pilly of the said Sum of One Hundred Pagodas Current Money of Madras

Without this 1st May 1790 Whereas this Honble Court the said Tandayahvador Kistna Pilly obstinately and wilfully refuses to pay the Same or to give Your Orator any manner of Satisfaction touching the premisses Your Orator therefore prays a General Relief as such is to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Tandayahvador Kistna Pilly 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

Interrogated and that he may Decreed to pay unto Your Orator the aforesaid Sum of One Hundred Pagodas, together with the Usual Interest as accrues or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Saudayalwadoo Kistna Pilly 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 there 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 27th day of February 1790

J. Stuart Hall
Atty for Complainant

This Bill was shewn to me in the
days of Adjournment Vide Summons
in our Returnable Next Court day

Wm. Corbett
Mayor

Know all Men by these Presents that I Saudayalwadoo Kistna Pilly held and firmly bound unto Vanadaraja Chetty Moodeliar in the Sum of Two Hundred Star Pagodas Current Money of Madras to be paid unto the said Vanadaraja Chetty Moodeliar his Heirs, Executors, Administrators or Assigns, To the which Payment well and truly to be made to the said Vanadaraja Chetty Moodeliar his Heirs, Executors, Administrators or Assigns, I do hereby bind myself my Heirs, Executors, and Administrators firmly by these Presents, In Witness whereof I have hereunto set my Hand and Seal at Madras in this Twenty Second Day of July One Thousand Seven hundred and Eighty Nine.

Whereas the Above bounden Saudayalwadoo Kistna Pilly hath this day borrowed and received of the above Named Vanadaraja Chetty Moodeliar the full and just Sum of One Hundred Star Pagodas to carry on Trade at the rate of Twelve per Cent per Annum, payable in two Months from the date hereof.

Now the Condition of this Obligation is such that if the above bounden Saudayalwadoo Kistna Pilly his Heirs, Executors, Administrators or Assigns shall well and truly pay or cause to be paid unto the said Vanadaraja Chetty Moodeliar his Heirs, Executors, Administrators or Assigns the full and just Sum of One Hundred Star Pagodas, together with such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect, but in case of Default or Omission in making the payment of the said Sum of One hundred Star Pagodas at the Time above mentioned for payment thereof, then in such case and under such circumstances this Bond shall be and remain in full force and effect and due shall and may be Lawful for the said Madapawkum Vanadaraja Chetty Moodaliyar to sue the above bounden Saudayalwadoo Kistna Pilly in the Honble the Mayors upon the same, anything herein before contained or any law whatever to the contrary Notwithstanding.

Signed Sealed and Delivered
(Where no Stamp Papers to be had)
in the Presence of

(Signed) Appoo

(Signed) Woddundeu

Signed Kistnen

A true Copy
J. Stuart Hall
Atty for Compt.

Mayor's Court at Madrasapatnam

Tuesday the 27th day of April Anno Domini 1790

Present

Vincent Corbett Esquire Mayor

Andrew Ross and Henry Chicheley Michell Aldermen

Lis.

Mayor's Court

Belmen Madayaswamy Vendanjah Mozdalyar of Madras Inhabitant Complainant and Loudayavados Pistua Pilly 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 do it accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of One Hundred Pagodas of Pagodas 100 together with all Costs of Suit hereafter become due thereon and until full Payment be made also all Costs of this Suit

Decr

Filed 6th March 1790

To the Honble the Mayors Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Loodoyapachum Chinnia Pilly of Madras Inhabitant that Loudayavados Pistua Pilly of the same Place Inhabitant stands justly and truely Indebted unto Your Orator in the full and just Sum of Six hundred and Ninety Six Pagodas Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Seventy eight Pounds and Eight Shillings or thereabouts as Will more fully and at large Appear by Copy of an Account and Mortgage Bond or Obligation hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as a part of this Your Orators Bill of Complaint the Originals whereof are in Your Orator 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 Loudayavados Pistua Pilly of the said Sum of Six Hundred and Ninety Six Pagodas.

But now so it is May it please this Honble Court that the said Loudayavados Pistua Pilly Obstinately and Wilfully Refuse to pay the same or to give Your Orator any manner of Satisfaction touching the Premises to 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 Loudayavados Pistua Pilly may upon this Genral Calling full true Direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truely Perfectly and Distinctly to all Intents and Purposes as if the same were here again Repeated and Particularly

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Particularly Interrogated and that the may be Decreed to Payunto Your Orator the aforesaid Sum of Six Hundred and Ninety Six Pagodas with all Such Interest as now is or shall hereafter become Due Thereon also all Costs of this Suit

May it Please this Honble Court the Cause the said Pondyapa doo Krishna Pillah to be Summoned and Required by the Usual Subpoena to George Towers 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 and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

6th March 1790

Jno Hamilton
Atty for Complainant

This Bill was Sworn to in Court

Days of Adjournment Vide Interrogatories

Issue returnable Next Court Day

Vinc Corbett
Master

Dr Pondyapadoo Krishnapillai in Account with Rodoypauchum Cunniapillai Cr

1788 November	4th	To the Amount of your Mortgage Bond dated the 4th Instant	600	-	-	
		To Interest Due from the 4th March 1788 when the Bond was Executed to the 4th March 1790 being the Year and 28 Days at 12 p Cent p Annum	96	-	-	
		Pagodas	696	-	-	
1790 March	4th	By Ballance due this Day				696 - -
		Pagodas				696 - -

Madras 4th March 1790
Errors Excepted
Vinc Corbett

A True Copy
Jno Hamilton
Atty for Complt

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Know all Men by these Presents that I Pondyapadoo Krishnapillai of Madras Inhabitant am held and firmly bound unto Rodoypauchum Cunniapillai of the same Inhabitant in the Penal Sum of One Thousand Two Hundred Star Pagodas to the Payment whereof well and truely to be made to the said Rodoypauchum Cunniapillai 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 or Touching any Difference or Dispute that may Arise thereupon I do hereby Covenant and Agree Irrevocable to Submit 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 of the Premises In Witness whereof I have hereunto Set my Hand and Seal in Fort St Georges this fourth Day of November in the Year One Thousand Seven Hundred and Eighty Eight

Whereas the above bound Pondyapadoo Krishnapillai hath Borrowed and Received of the above mentioned Rodoypauchum Cunniapillai the full and just Sum of Six Hundred Star Pagodas Terms and Interest thereof Five per Cent per Annum payable Quarterly from the Date hereof and for Securing the Payment thereof unto the said Rodoypauchum Cunniapillai his Heirs Executors Administrators or Assigns he the said Pondyapadoo Krishnapillai hath Mortgaged Transferred and Set over and by these Presents doth Mortgage Transfer and Set over unto the said Rodoypauchum Cunniapillai his Heirs Executors Administrators and Assigns a Piece of Ground or Cadjan Choultry Situate Lying and being in Peddanaicke Street Between the Houses of Cadongoor Venkatasawmy Pillai and Others in Peddanaicke Containing in Length from East to West One Hundred and Fifty Nine Feet and in Breadth from North to South Thirty Feet and a Quarter and in Case of Failure in the Payment of the Sum of Six Hundred Star Pagodas from the Date aforesaid I do hereby give and Grant unto him the said Rodoypauchum Cunniapillai full Power and Authority by or his Deputies of the said House and of the Deputies of the said House to Sell or cause to be Sold the said House and of the Monies arising by such Sale to Retain the Amount of the Principal and Interest of my Bond to him and Pay unto me the Overplus if any there should be If on the contrary the Monies arising by such Sale should not be sufficient to Pay him the Principal and Interest of my Bond I will pay him the Difference and Indemnify him from all Loss Costs and Charges that he may Sustain by Reason of such Deficiency

Now

Now the Condition of this Obligation is such that if the above bound Coudyaundo Pedrayaubrum Chinnia Pillay his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the above named Pedrayaubrum Chinnia Pillay his Heirs Executors Administrators or Assigns the full and just Sum of Six Hundred Star Pagodas from the Date hereof together with Interest thereon this Obligation to be void and of no Effect otherwise to Continue in full force and Virtue

Dated 27th January 1790

L.S.

Signed Sealed and Delivered
in the Presence of

Thos Conry
Jn.o Hamilton
Atty for Complainant

Mayor's Court
Madrasapatnam

Tuesday the 27th Day of April
Anno Domini 1790

Present

L.S.

Vincentio Corbett Esquire Mayor
Andrew Ross and Henry Chicheley Michell
Aldermen

Between Pedrayaubrum Chinnia Pillay of Madras Inhabitant Complainant and Coudyaundoo Krishna Pillay of the same Place Inhabitant Defendant

It Appearing by the Records of this Court that Writs and Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected to do Therefore this Court doth Thereupon think fit to Order and

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 Ninety Six Pagodas of Pagodas 696 - - Together with all Costs and Interest as now is or shall Hereafter become due thereupon until full Payment is made also all Costs of this Suit

By Court

Filed 26th February 1790

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Coudaundo Chitty of Madras Inhabitant by his Attorney Nicholas Lauther Lindeno of the same Place Inhabitant that Rajandrien alias of the same Place Inhabitant Standeth truly and Justly indebted unto Your Orator in the full and Just Sum of One Hundred and Fifteen Star Pagodas Six Fanams and Sixty Cash Current Money of Madras Making in Sterling Money of Great Britain Value Three Pounds Eighteen Shillings Seven Pence Three Farthings and Two Ninetieths thereof and does Moreover Particularly and at Large Appear by the Copies of Account Current Translations of a Bond and Assignment thereunto Annexed for the Payment of the Sum Due thereupon to Your Orator Bag may be Admitted as Part of this his Bill of Complaint The Originals of which are in the Possession of Your Orator Attorney and Ready to be Produced whenever this Hon.ble Court shall Require and Your Orator further Sheweth unto this Hon.ble Court that he hath frequently and in a Reasonable Manner Requested Payment of the said Sum of One Hundred and Fifteen Star Pagodas Six Fanams and Sixty Cash from the said Rajandrien

But now so it is May it Please this Hon.ble Court the said Rajandrien Obstinately and Wilfully Refuses to pay the same or Acquit Your Orator any Manner of Satisfaction Notwithstanding this Premises Your Orator therefore Prays

Pagoda Fanam Cash Cowry Tin Lead Copper Iron Allegator Pepper Candy

Grain and Piece Goods Bills on Bengal Madapollam Europe Goods Spices

Bengal Chinese Coromandel Surat Persian Arabian Japan Manufactures

and Negapatam Mallabar and Ceylon Articles Portuguese Dutch and Danish

as also Trade and Custom Duties Inland and Foreign Coins Weights

Measures and Exchanges between Fort St George and the Principal Places

of Trade in the East Indies and Europe Together with Many Other

Matters Useful and Necessary to be Known by Merchants

Supercargoes Commanders and Others Concerned in the Affairs of the

East India Company

By Alexander Dalrymple Hydrographer to the Company

Printed for the Author and Sold at his House in Broad Street

Golden Square 22d February 1790

Price Three Guineas

Entered at Stationers Hall

Digitized by Google

Dr. Gajanadrien in Account Current with Tondaman Chetty Cr.

1789 January	16	To Amount of Your Bond of this date			60	0	0	1790 February	11	By balance Carried to Acct	113	6	60
1790 Feby.	11	To Interest on Ditto to this day being 1 Year 1 Month & 25 at 12 ℔ Cent ℔ Annum	7	21	60								
				67	21	60							
1789 May	20	To Amount of the balance as ℔ Account Particulars Settled this day	45	93	60								
1790 February	11	To Interest on Ditto to this day being 8 Months & 11 at 12 ℔ Cent ℔ Annum	3	29	60								
				47	20	20							
		Star Pagodas		115	6	60						Star Pagodas	113	6	60

Fort St. George 11th February 1790

Errors Excepted

Attested Copy

J. Walker

Actg for Compt

Translation of said Bond Dated 16th January 1789.

Gajandrier of Madras do give this Bond to Tondava Chitty Son of Nunnamullee Tammayya Chittyar of the same Place that is to say

For Consequence of any Urgent Occasion I have this day borrowed and received of You the Sum of (60) Sixty Current Star Pagodas which Sum I do hereby engage to repay You or your order before the 30th April next with all Such Interest as shall or may become due thereon at the rate of 12 p.Ct. p.Annum. Thus I have given You this bond with my own will and Consent Witnesses Comaraya Chittyar and Vennausawmy Chittyar by their Knowledge this Bond was drawn by Nerunnan Nagayyan

Witness (Signed)

Comarayan

Vennausawmy

(Signed) Goreu Gajandriah

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

Ranganaudom

Interpreter

A true Copy

Pollakes

atty for Complt

To all People to whom these Presents shall come Greeting Whereas Gajandrier of Madras Inhabitant and by the Ballance of an Account Current bearing Date the Eleventh Day of February in the Year One Thousand Seven hundred and Ninety Six and Settled Judebted unto Tondava Chitty of the same Place Merchant the Sum of One hundred and Fifteen Star Pagodas Sixty Cash Current Money of Madras Arising on a Certain Bond bearing Date the Sixteenth Day of January in the Year One Thousand Seven hundred and Eighty Nine as by the said Account Current and Bond May more fully Appear Now Know ye that the said Tondava Chitty for and in Consideration of the said Sum of One Hundred and Fifteen Star Pagodas Sixty Cash to be in hand paid by Nicholas Further Linden also of the same Place Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Tondava Chitty doth hereby Acknowledge and that he the said Tondava Chitty hath Bargained and Sold and by these Presents doth Bargain and Sell unto the said Nicholas Further Linden the said Account Current and Bond 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 Tondava Chitty for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Nicholas Further Linden his Heirs Executors Administrators or Assigns his true and Lawfull Attorney or Attornies Irrevocable for him and in his Name and in the Name and Names of his Heirs Executors Administrators or Assigns but for the Sole and Proper Use and Benefit of the said Nicholas Further Linden his Heirs Executors Administrators or Assigns to Ask Require Demand and Receive of the said Gajandrier his Heirs Executors and Administrators the Money due and to become due on the said Account Current and Bond and on Non Payment thereof he the said Nicholas Further Linden his Heirs Executors Administrators or Assigns to Sue for and Recover the Same and on Payment thereof to Deliver up and Discharges therefore and One or more Attorney or Attornies under him to make Constitute and Appoint and in what Manner the said Nicholas Further Linden or his Attorney or Attornies under him shall Lawfully do in the Premises and the said Tondava

Soudava Chitty doth hereby Allow and Assign and the said Soudava Chitty doth Covenant with the said Nicholas Sunthen Linden that he the said Soudava Chitty shall and will Receive the said Sums due or to become due as the said Account Current and Vouchers any Part thereof shall or shall not Will Release or Discharge the same or any Part thereof but will Own and Allow of all Lawfull Proceeding for the Recovery thereof by the said Nicholas Sunthen Linden saving the said Soudava Chitty harmless of and from any Cost that May happen to him thereby In Witness Whereof the said Soudava Chitty hath hereunto Set his hand and Seal in Fort Saint George this Nineteenth Day February in the Year One Thousand Seven Hundred and Ninety

Signed Sealed and Delivered
Whereno Stamp is Required
in the Presence of

A true Copy
P. Walker
Atty for Compt.

Filed this 25th March 1790

To the Honble the Mayor
Court at Madraspatnam

Between Soudava Chitty of Madras Merchant by his Attorney Nicholas Sunthen Linden of the same Place Inhabitant Complainant and Cajandien also of the same Place Inhabitant Defendant

The Affidavit of Nicholas Sunthen Linden the above named Complainant

This Deponent Maketh Oath and Saith that Cajandien the above Named Defendant Stands Justly and truly indebted unto this Deponent in the full and Just Sum of One hundred and Fifteen Star Pagodas Six Fanams and Sixty Cash Current Money of Madras

/Signed/ Nicholas Sunthen Linden

Translated from the Original Portuguese by Wm Tennent

Na Honoravel Corte Mayoral da Madraspatnão

Entre Soudava Chitty Habitante da Madras Supplicante Nicholas Sunthen Linden Habitante da Mesma Lugar Procurador Quanto a Cajandien Habitante da Mesma Lugar Defendente

O Deponente do Nicholas Sunthen Linden a Sima Mencionado Juramentado Diz que Cajandien Defendente fica justamente Indebtado Verdadeiramente a Sima Mencionado Deponente Na Quantia de Hum Centos Quinze Pagodes da Estrella Seis fanoens e Sessenta Cazes Moeda Corrente de Madras

Juramentado perante Mim
24th March 1790
Vinte Corbett
Mayor

Nicholas Sunthen Linden

Mayor's Court at Madraspatanam } Tuesday the 4th day of May Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor

Hercules Scott and James Landon

Aldermen

L.f.

Mayor's Court

Between Soudava Chitty of Madras Inhabitant by his Attorney Nicholas Pinnther Lindsey of the same Place Inhabitant Complainant and Gajaundrien alias 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 this Order and Decree and do accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of One Hundred and Fifteen Pagodas Six Fanams and Sixty Cash Pagodas 115. 6. 60 as together with all Costs of Suit as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit.

By Ct.

Filed the 17th Feby 1790

To the Honble the Mayor's Court at Madraspatanam

Humbly Complaining Shew unto this Honble Court Your Orator Vencatauchella Chitty of Madras Inhabitant that Saunanayaty Mootucumarapah Chitty alias of Madras Inhabitant stand indebted unto Your Orator in the full and just Sum of Five Hundred and fifteen Pagodas Current money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two hundred and Six Pounds ten three abouts as will more fully and at large Appear by the Copies of the Translation of a Mortgage Bond and of an Account thereunto Annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as Part of this his Bill of Complaint the Originals whereof are in Your Orator's Possession and Ready to be produced to this Honble Court when required And Your Orator further sheweth unto this Honble Court that he hath frequently and in a friendly manner Requested the Payment of the said Sum of Five Hundred and fifteen Pagodas

But now so it is and may it Please this Honble Court the said Saunanayaty Mootucumarapah Chitty is Obstinately and wilfully to pass Your Orator any manner of Satisfaction touching the Premises Your Orator prays a General Relief and as in Duty bound shall ever Pray

To the End therefore that the said Saunanayaty Mootucumarapah Chitty may upon his Corporal Oath Appear agreable to Equity and good Conscience full true direct and Perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truly and effectually to all Intents and Purposes as if the same were here again severally and particularly interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of Five Hundred and fifteen Pagodas with all Costs of Suit as now is or shall hereafter become due thereon also Costs of this Suit

May it Please this Honble Court to Cause the said Saunanayaty Mootucumarapah

Mootacomarapa Chitty

Sundry Inhabitants of Chitty

Pungiatty Pootanmanchetty

Ramasawmy Chitty

Ramasawmy Pullaven

Sundry Inhabitants

Dr. Sanaupiatty Mootucomarapa Chitty in Acct with Venkatachella Chitty Cr

1788 Dec.	31.	To the Amount of your Mortgage Bond this Day payable Demand	450.	-	-	1790 Feby.	12.	By Balance due	515.	-	-
1790 Feby.	12.	To Interest on D.o from 31. December 1788 to this day being 1 Y. 1 M. 12 D. at 12 p.Cent p.Annum	65.	-	-						
		Pagodas	515.	-	-			Pags.	515.	-	-

Madras 12th February 1790

Errors Excepted S.P.

A True Copy

S. Popham

Signed Sanaupiatty Mootucomarapa

Sundry Inhabitants Chitty

Pungiatty Pootanmanchetty

Ramasawmy Chitty

Ramasawmy Pullaven

Sundry Inhabitants

A True Copy

S. Popham

Mayor's Court at Madraspatnam

Tuesday the 4th Day of May Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
William Webb and James Landon
Aldermen

Between Venkatachella Chitty of Madras Inhabitant Complainant and Sannayapaty Mootia commonly called Chittipa also of Madras Inhabitant Defendant

Mayor's Court

Appearance

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 Five Hundred and Fifteen Pagodas Pagodas 515. - - 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

Fridy 6th July 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Samuel Crayford by his Attorney Alexander Nelson of Fort Saint George Inhabitant Merchant that James West also of the same Place Inhabitant Stands justly and truly indebted unto Your Orator in the full and just Sum of Five Hundred and Twenty Eight Star Pagodas Thirty three Fanams and Seventy Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings per every Pagoda the Sum of Ninety One Pounds and Fourteen Shillings as will Manifestly and at large Appear by the Copies of Account Current &c Bond and Letter of Attorney hereunto Annexed for the same respectively Reference to this Your Orator prays may be Admitted as part of this Honble Court And which Your Orator Prays may be Deemed as part of his Bill of Complaint The Originals whereof are in Your Orator's Attorney's Possession and Ready to be Produced whenever this Honble Court shall Require And Your Orator further Sheweth unto this Honble Court that he hath frequently and in a Friendly Manner Requested Payment from the said James West of the said Sum of Five Hundred and Twenty Eight Star Pagodas Thirty three Fanams and Seventy Cash

But notwithstanding it May it Please this Honble Court the said James West Obstinately and Wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premises Your Orator therefore Prays a General Rule of this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said James West 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 severally Repeated and Particularly Interrogated that they may be Decreed to pay unto Your Orator the aforesaid Sum of Five Hundred and Twenty

Twenty Eight Star Pagodas Thirty three Fanams and Seventy Cashwiss
all which Sum I am willing to Shall there after become due Interest on
all Costs of this Suit.

Wherefore Please this Honble Court to Cause the said James
West to be Summoned and Required by this Writ 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 therefor and Appointed to Shew and Show Cause this Your
Orator this 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 5th February 1790

This Bill was sworn to and Subscribed the Day
of Aforementioned before us Commissioners Justices and
Quorum in the Honble Court Mayor

Vincr Corbett
Mayor

G. Chalmers
Atty for Complt

Dr James West in Account Current with Samuel Caplin Cr

1789					1790			
May	13	To Amount of Short Bond bearing date this Day	210.	27. 20	July	2	By Balance due Comp	228. 33 72
1790 February	2	To Interest on Ditto to this Day being 8 Months and 17 Days at 12 p Cent p Annum	17	6. 32				
		Star Pagodas	228.	33 72			Star Pagodas	228. 33 72

Fort Saint George
2 February 1790

E. E. (Signed) Saml Caplin

Actual Copy
G. Chalmers
Atty for Compt

Know all Men by these Presents that I James West of Fort Saint George
Gentleman am held and firmly bound unto Samuel Caplin of the same Place
Merchant in the Penal Sum of Four hundred and Twenty Star Pagodas and
Seventy Fanams Current Money of Madras to the Payment whereof well and
truly to be made to the said Samuel Caplin his Heirs Executors Administra-
tors or Assigns I do hereby bind myself my Heirs Executors and Administra-
tors firmly by these Presents In Witness whereof I have hereunto set
my Hand and Seal in Fort Saint George aforesaid this Fifteenth Day of
May in the Year One Thousand Seven hundred and Eighty Nine

The above bounden James West that he borrowed and received of the above Named
Samuel the full and just Sum of Two Hundred and Ten Pagodas Twenty Seven
and Forty Cash Current Money of Madras to Carry Interest at the Rate of Twelve
per Centum Payable at the Expiration of Two Months from the Date hereof

Now the Condition of this Obligation is such that if the above bounden James
West his Heirs, Executors, Administrators or Assigns shall well and truly
Pay or Cause to be Paid unto Samuel Caplin his Heirs Executors, Adminis-
trators or Assigns, the full and just Sum of Two Hundred and Ten Pagodas
Twenty Seven Fanams and Forty Cash Current Money of Madras together
with Twelve per Centum Interest for the same as aforesaid then this Obligation
to be void and of no Effect Otherwise to Continue in full Force and Virtue

(Signed) James West L.S.

Sealed and Delivered
in Stamped Paper to be
Procured of

Examined by Mangoney

True Copy
G. Chalmers
Atty for Compt

Know all Men by these Presents that I Samuel Chaplin of Fort Saint George Merchant have made Ordained Nominated Authorized Constituted and Appointed and by these Presents do make Ordain Nominate Authorize and Appoint Mr Alexander Wilson Inhabitant of Fort Saint George Merchant Jointly and severally Lawfull Attorney for me and in my Name and to and for my Use and behalf to demand levy sue for recover and receive of and from all Manner of Persons whomsoever whatsoever and all and every Such Sum and Sums of Money Debts Dues Effects and Things whatsoever which now are and shall be and grow due owing Payable or belonging unto me the said Samuel Chaplin Merchant aforesaid Grantor by Virtue of any Bond Book or Books or Accounts of Trading or Dealings or upon any Account or Means or any Otherwise and in case of Refusal or Default of Payment thereof for me and in my Name to Sue Implead Imprison Attach Seize Sequester and Prosecute all Actions Suits and Executions for the Recovery of all or any such Sum or Sums of Money Debts Dues Effects Goods and Things as aforesaid and upon Receipt or Recovery of all or any such Sum or Sums of Money Goods Effects or other Things or any Part thereof Sufficient Acquittances or Discharges for me and in my Name from time to time to make and Generally and by these Presents granting unto my said Attorney full and Authority and Absolute Power in the Premises to do and execute all Acts Suits Seizes Sequesters Impleadings Imprisonments Executions and Prosecutions whatsoever and thereof again to Acquit Release Discharge and Set at Liberty all Persons to Release Also for me and in my Name to Appear and in my Person to Represent and Answer in all or any Courts or other Places as Occasion shall require for Defendant in any Suit Action or Appeal for or by Reason of the Premises Likewise One or more Attorney or Attorneys under him Substitute and Substitutes and Again at Pleasure to Revoke and Generally to do Act and Perform all other Matters and Things in the Premises Towards the Effecting of the Premises Requisite and Necessary as fully as I myself could do were I Personally Present and do hereby Ratify and Confirm

All and Singular what Soever my said Attorney or his Substitute shall Legally do or Cause to be Done in and Touching the Premises In Witness whereof I have hereunto set my Hand and Seal in Fort Saint George the [illegible] day of September in the Year of Our Lord One Thousand Seven hundred and Eighty Nine.

(Signed) Saml Chaplin

Signed Sealed and Delivered in the Presence of ..... Patrick Fillin, John Fairbrough } Witnesses

(Signed) Saml Chaplin

Sworn Copy. G. Chalmers Atty for Complt

Samuel Chaplin

Pet. Mr

The Honble the Mayors Court at Madrasapatnam

Between Samuel Chaplain by his Attorney Alexander Wilson of Fort Saint George Merchant Complainant and Samuel West of the same Place Inhabitant Defendant

The Affidavit of Alexander Wilson the above Named Complainant.

This Deponent Maketh Oath and Saith that the above named Defendant Stands justly and Truely Indebted unto Samuel Chaplain in the full and just Sum of Two hundred and Twenty Eight Star Pagodas Thirty Three Fanams and Twenty Cash Current Money of Madras as will More fully Appear by the Copies of an Account Current and a Bond hereunto

To the Honorable the Deputy Governor & Council of Fort St George & the Honorable Court

Fort St George

Sworn before me
this Fifth day of February 1790

Wm Corbett
Mayor

To the Honorable the Deputy Governor & Council of Fort St George & the Honorable Court

The Answer of James West of Madras Inhabitant Defendant to the Bill of Complaint of Samuel Charlton by his Attorney Alexander Nelson of Fort Saint George Merchant Complainant

This Defendant now and at all times hereafter saving and reserving unto himself all and all Manner of Benefit and Advantage of Exception to the manifold Errors Uncertainties Insufficiencies and Imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is Material or necessary for him to make Answer unto he this Defendant answereth and saith That although he may have executed the Bond Copy of which is Annexed to the Complainants said Bill of Complaint Yet he cannot admit that the Complainant has any manner of right whereby to call this or any Question before this Honble Court for this Defendant saith that the Complainant ought not in Equity and Good Conscience from this Defendant to

Filed the 23. March 1790

Get a Bill upon England for the Sum of One Hundred Pounds Sterling Provided he could shew he was entitled to Draw for that Sum This Defendant said that being entitled to half Pay as a Lieutenant in his Majesty's Service and to a Pension from the Honble the East India Company he did shew to the Complainant that he was fully empowered to Draw a Bill for the said Sum of One hundred Pounds or in Current Money of Madras the Sum of Two hundred and fifty Pagodas and that he was ready to grant the same but this Defendant shewed that the Complainant from Motives to this Defendant Altogether unknown did then refuse to fulfil and abide by his said Agreement and did declare Everything the said Bill for the said Sum of One hundred Pounds Sterling or Two Hundred and fifty Pagodas whereby this Defendant humbly conceives himself injured that the Complainant Ought Most to have recommended himself Relief and that this and Relievable thereby And this Defendant humbly Submits the Premises to this Honble Court and hopes the Complainant may not be permitted to take an Advantage of this Defendant's Rectifying by answer Act of his the Complainant's own Wrong.

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 in this behalf most Wrongfully sustained.

James West

Sworn in Court
this 2d March 1790

C. Taylor
Reg.r

J. Stuart Hall
Attorney for Defendt

Mayor's Court at Madrasapatnam

Tuesday the 4th Day of May Anno Domini 1790

Present

L.S. Vincentio Corbett Esquire Mayor

William Webb and James Landon

Aldermen

Mayor's Court

Between Samuel Claphim by his Attorney Alexander Nelson of Fort Saint George Inhabitant Merchant Complainant and James Mustalow of this Place Inhabitant Defendant

This Cause coming to be Heard and Debated this Day in the Presence of the Attornies on both sides and Reading the Complainants Bill with Copies of an Account Current Bond and a Power of Attorney Annexed the Defendants Answer, On Reading 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 shall Pay unto the Complainant the Sum of Two Hundred and Twenty Eight Pagodas Thirty Three Fanams and Seventy Cash (Pagodas 228.33.70.) together with the Costs Interest as now is or shall Hereafter become due thereon until full Payment thereof and also all Costs of this Suit

Decr

Filed 25th Oct. 1785

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Henry Du Pre Gray one of the Attornies of this Honble Court that Charles Darke of Madras Merchant stands Indebted unto Your Orator in the Sum and Just Sums of Two Thousand Three Hundred and Twenty Pagodas Fifteen Fanams and Seventy Two Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings Sterling Pagoda the Sums of Nine Hundred and Thirty Seven Pounds and Seven Shillings or Thereabouts as will More fully and at Large Appear by an Account Current and Copy of a Bond or Obligation given and Granted unto Your Orator by the said Charles Darke on the Twenty Ninth Day of October Which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Three Reference to be had for the Inspection of this Honble Court both Which Your Orator prays may be Admitted as Part of this his Bill of Complaint And Whereas Your Orator hath frequently and Friendly amicable Manner Requested Payment of the said Sums of Two Thousand Three Hundred and Twenty Eight Pagodas Fifteen Fanams and Seventy Two Cash from the said Charles Darke

But now so it is May it please this Honble Court the said Charles Darke Obstinately and Wilfully Refuseth to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Charles Darke may upon his Corporal Oath full True direct and Perfect Answer make to all and Singular the Matters and Things herein before set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were thereunto again Repeated and Particularly Interrogated

Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Two Thousand Three Hundred and Twenty eight Pagodas, Fifteen Fanams and Seventy two Cash together with all Costs Interest as aforesaid shall thereupon become due Your Orator also all Costs of this Suit

May it Please Your Honour to Cause the said Charles Darke to be Summoned and Required by the Sheriff of Fort Saint George Towns 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 therein and there to answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Hy Du Puy
Alty Complainant

25th October 1785.

The Bill was shewn to Counsel the 2nd Day of September Summons issued Returnable Next Court Day.

Philip Stoney
Mayor

Dr Charles Darke in Account Current with Henry Du Puy Cr

1782			Pags.	Fs.	Cs.		Pags.	Fs.	Cs.
Octr	1st	To the Amount Principal Sum Bond or Obligation Sued for	2000	-	"	By Balance	2328	15	72
1785 Octr	23	To Interest and Seven Months Date 1782 to this Day 28 Mos @ 8 Pr Cent	328	15	72				
		Pagodas	2328	15	72	Pagodas	2328	15	72

Madras 23d October 1785

Errors Excepted
for Henry Du Puy

Known all Men by these Presents that I Charles Darke of Madras Merchant am held and firmly bound unto Henry Du Puy One of the Attorneys of this Honble the Mayors Court at Madras patnam and in the Penal Sum of Four Thousand Pagodas Current Money of Madras to the Payment whereof well and truely to be made to the said Henry Du Puy his Heirs Executors Administrators or Assigns I do hereby bind Myself Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my hand and Seal at Madras aforesaid this Seventh Day of October in the Year of Our Lord One Thousand Seven Hundred and Eighty three

Whereas the above bound Charles Darke was before the Signing and Executing of these Presents and now stands indebted unto the above Named Henry Du Puy in the full and just Sum of Two Thousand Pagodas Current Money of Madras upon a Statement of Accounts agreed to be the said Parties for business done by the said Henry Du Puy in Sundry Suits wherein he Was heretofore Employed by the said Charles Darke the Amount whereof is hereby Acknowledged to be justly Due and owing and which he the said Charles Darke doth bind himself his Heirs Executors and Administrators to pay unto the said Henry Du Puy together with Interest as aforesaid after the Rate of Eight Per Cent Per Annum from before Twelve Months from the Date hereof.

Now the Condition of the Obligation is such that if the above bound Charles Darke his Heirs Executors Administrators or Assigns shall well and truely Pay or Cause to be Paid unto the said Henry Du Puy his Heirs Executors Administrators or Assigns the full and just Sum of Two Thousand Pagodas Current Money of Madras together with Interest as aforesaid as Money may become due thereupon then this Obligation to be Void and of no Effect otherwise to Remain in full Force and Virtue.

Signed Sealed and Delivered
Where no Stamp Paper is to be had
in the Presence of
Thomas Davis
Robinson

Chas Darke (L.S.)

True Copy
Hy Dupuy

374

Filed 1st Novr 1785

In the Honble the Mayor's Court at Madraspatnam

Between Henry Du Pay One of the Attornies of this Honble Court Complainant and Charles Darker of Madras Merchant Defendant

The Affidavit of the said Henry Du Pay

This Deponent Maketh Oath and Saith that the above Named Defendant Stands justly and truly Indebted unto him this Deponent in the full and just Sum of Two Thousand Three Hundred and Seventy eight Pagodas Fifteen Fanams and Twenty two Cash Current Money of Madras being the Principal Sum Contained in a Bond or Obligation given and granted unto this Deponent by the said Defendant bearing Date the fourth Day of October in the Year of Our Lord One Thousand Seven Hundred and Eighty three and unto this Deponent's Bill of Complaint

Sworn in Court
this 6th Day of Novr
1785

James Taylor
Regr

Hy Du Pay

375

Filed 13th Decr 1785

The Answer of Charles Darker of Madras Merchant to the Bill of Complaint of Henry Du Pay One of the Attornies of the said Court

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Exception that may be had or taken to the many Errors Uncertainties and manifest Insufficiences in the Complainant's said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised it is Material or Necessary for him to make Answer unto He Answereth and saith that He doth not Owe or is Justly Liable to or Indebted unto the said Complainant either in the Sum of Two Thousand Three Hundred and Seventy Eight Pagodas fifteen Fanams and Seventy Two Cash Current Money of Madras as the same is Unjustly and Falsely set forth in the Complainant's said Bill of Complaint or in any other Sum or Sums of Money whatever Because this Defendant Expressly says and will prove to the Satisfaction of this Honble Court that the Bond Named in the Complainant's said Bill of Complaint was given and granted by this Defendant for a Consideration and upon Conditions which is not truly set forth and Declared in the said Bond but were Implied by a Parol Agreement made in the presence of Doctor Thomas Davis and of the Subscribing Witnesses thereunto upon signing and executing the said Bond and those Conditions were that the Complainant should Diligently Attend to and carry on all such Business as this Defendant should in this Honble Court but more especially that the Complainant should without Loss of time file a Bill of Review on Behalf of this Defendant against the Estate of Dawsonne Drake Esquire and also that he should deliver up to this Defendant certain Bonds or Obligations granted by this Defendant

374

Filed 1st Novr 1785

In the Honble the Mayor's Court at Madrasapatnam

Between Henry Du Pury One of the Attornies of this Honble Court Complainant and Charles Darke of Madras Merchant Defendant

The Affidavit of the said Henry Du Pury

This Deponent Maketh Oath and Saith that the above Named Defendant Stands justly and truely Indebted unto him this Deponent in the full and just Sums of Two Thousand Three Hundred and Twenty eight Pagodas Fifteen Fanams and Twenty two Cash Current Money of Madras being the Principal and Interest of a Bondor Obligation given and granted Unto this Deponent by the said Defendant by the said Defendant on the fourth day of October in the Year of Our Lord One Thousand Seven hundred and Eighty three and now unto this Deponent's Bill of Complaint

Sworn in Court
this 31st day of November
1785

James Taylor
Regr

Hy Du Pury

375

Filed 15th Decemr 1785

The Answer of Charles Darke of Madras Merchant to the Bill of Complaint of Henry Du Pury One of the Attornies of the said Court

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Exception that may be had or taken to the many Errors Uncertainties and manifest Insufficiencies in the Complainant's said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is Advised is material or necessary for him to make Answer unto He Answereth and saith that He is not Indebted unto the said Complainant either absolutely or to stand Indebted unto the said Complainant either in the Sums of Two Thousand Three hundred and Twenty Eight Pagodas Fifteen Fanams and Seventy two Cash Current Money of Madras as the same is Unjustly and Falsely set forth in the Complainant's said Bill of Complaint or in any other sum or Sums of money whatever Because this Defendant Expressly saith and will prove to the Satisfaction of this Honble Court that the Bond Annexed to the Complainant's said Bill of Complaint was given and granted by this Defendant for a Consideration and upon Conditions which is Justly and Truly set forth and Declared in the first Bond were Simpliciter by a Parol Agreement made in the presence of Doctor Thomas Davis and of the Subscribing Witnesses thereunto by upon requiring and Assuring the said Bond and those Conditions were that the Complainant should Diligently Attend to and carry on all such the Business as this Defendant then had in this Honble Court but more especially that the Complainant should without Loss of time file a Bill of Review on behalf of this Defendt against the Estate of Dawsonne Drake Esquire and also that he should deliver up to this Defendant a certain Bondor Obligation granted by this Defendant

Defendant to Charles Smith and Samuel Johnston Esquires for John Cooke
Esquire of London bearing Date the Eighth Day of January One Thousand Seven
hundred and Seventy Six and Conditioned for the Payment of the Sum of
Two Thousand Five Hundred and Eleven Star Pagodas with Interest at Nine
Rate of Eight per Cent Per Annum payable Weekly or Month the same to be
Date thereof and whereby and Bond had been paid by this this Defendant
All which was thereupon duly Retained by the said Complainant Mr Howard
by Virtue of a Certain Deed of Assignment or Indorsement Written by the said
Complainant on the Back thereof which Transaction is fully and at
Large stated and the Subsequent Part of this Defendants Answer and which
Plea Pledges himself to Prove to this Honble Court to be the Nature and
Complexion of the most Injurious and Oppressive Extortion

And this Defendant for further Answering saith That some
time in or about the Year One Thousand Seven Hundred and Seventy
Eight Henry Lagoe the said Complainant to manage and Conduct
the Law Concerns of this Honble Court and in Particular the Cause Stiled
by this Defendant against Dawsen and Drake and Calvin Douglas upon a
Penal Statute and gave him a Retaining Fee of One Hundred Star
Pagodas or thereabouts which he Accepted as a Retainer and
this Defendant saith That in about three or four days
thereafter the said Complainant called upon the Defendant at his House
in the Country and declined and refused to be concerned therein unless
the said Defendant would Agree to allow him a certain share of whatever
Money upon the said Suit should be recovered above and besides
the Retainer upon Record and it was then and there
agreed to be Done as the Attorney upon Record and that was then and there
improperly and unadvisedly Agreed to be by this Defendant as and for
ment to him the said Complainant to Prosecute the said Suit with Diligence
Effect and this Defendant further saith That
about Two Months after the said Complainant had received the said
Pagodas or thereabouts which he Accepted as a Retainer in
the Law Concerns of this Honble Court and in Particular the Cause Stiled
by this Defendant against Dawsen and Drake and Calvin Douglas upon a
Penal Statute and gave him a Retaining Fee of One Hundred Star
Pagodas or thereabouts which he Accepted as a Retainer in
the Law Concerns of this Honble Court and in Particular the Cause Stiled
by this Defendant against Dawsen and Drake and Calvin Douglas upon a
Penal Statute and gave him a Retaining Fee of One Hundred Star
Pagodas or thereabouts which he Accepted as a Retainer in

said John Douglas which said Bill was Prosecuted and carried on
till this Honble Court but an Amicable Arrangement having taken
Place between this Defendant and the said John Douglas the said Suit
was withdrawn by Leave of this Honble Court on or about the Twenty
second Day of February One Thousand Seven Hundred and Eighty that
the Complainant Presented his Bill of Costs in the above Cause to this
Defendant and did then and there on the Twenty Seventh Day of
February in the same Year One Thousand Seven Hundred and Eighty
Seven the full Amount of the same from this Defendant as will
more fully and at large Appear by a Copy of the said Bill of Costs
Marked A. Annexed to this Defendants Answer for the Inspection
of this Honble Court and which He Prays may be Admitted as part
of his Answer the Original being in the Hands of this Defendants Attorneys
and Ready to be Produced before the Honble Court that Attorney proper
and this Defendant further Answering saith That According
to the above Mentioned Agreement He this Defendant paid unto the
said Complainant the full Sum of Two Thousand five Hundred Star Pagodas
in and above the said Bill of Costs being the Balance of the Summary
Received from the said John Douglas Claimed by this Complainant
under and by Virtue of the above Bond and Agreement and this
Defendant further Answering saith That the said Complainant after
having so Received the above Sum of Two Thousand five hundred Star Pagodas
did Obstinately Refuse to Deliver up the above mentioned Bond of
this Defendant to the said Messrs Smith and Johnston for John Cooke
Esquire of London but unjustly Retained the same and falsely and
Injuriously Asserted that the said Sum of Two Thousand five hundred
Pagodas so Paid by this Defendant was for Business done by the Com-
plainant whereas in fact and Indeed this Defendant had fully
Paid and Satisfied the Complainant for all Business done by him
as

Att and Attorney of this Honble Court and this Defendant further Answ-
-ering saith that the Complainant did frequently and unduly & unjust
importune this Defendant to give them a further Sum of Two Th-
-ousand Pagodas, always threatning this Defendant to give
-gement of this Cause in this Honble Court and not give th-
-selves any Assistance therein and still unjustly detaining
the above Bond that this Defendant being thereby rendered unable
could not comply with the above unjust Demands and
Right of Possession of the above Bond and Interest thereof
-use for this Defendant for three Years or thereabouts &
of that Fund did frequently threaten this Defendant to ca
him in this Honble Court for the amount of the above men
Under and by Virtue of the Pretended Judgement that the
the full amount of the said Bond Principal and Interest
fully paid and discharged by this Defendant with Interest
Monies to the said Charles Smith and this Defendant prohibited
saith that by his Order to complain to this Honble Court thereupon
Mortgaged Bond and Indorsement to Hebgen leave to sue
Walter Cooke Esquire of the City of London
this Defendant did on the Eighth day of January One Thousan
Hundred and Sixty six execute Two Bonds or Obligations to
and Samuel Johnston Esquires Attornies for the said John
in London for the Payment of the above Sums of Two Thousand
and Eleven Star Pagodas with Interest at the Rate of Eight Per Cen
and payable in London Months from the date thereof as by
to the said Copy thereof Marked B. Will more fully appear
Defendant further saith that on or about the Month of April
Seven hundred and Seventy Seven this Defendant did by his

Deed bearing date about the same Time make over all his Estate
to Trustees therein Named for the Payment of his
just Debts and other Purposes therein expressed and this Defendant
further saith that sometime after he having so executed the said Deed
of Trust the Month of April One Thousand Seven Hundred
and Seventy Nine this Defendant was Applied to by the said Charles
Smith and Samuel Johnston on behalf of the said John Cooke Esquire
for the Payment of the above mentioned Bond, that this Defendant
having so made over his Estate to the above mentioned had not
Power to discharge the same, that this Defendant did by the
Assistance of a Friend procure Money sufficient for the Discharge
of the said Bond accordingly on the first Day of June One Thousand
Seven Hundred and Seventy Nine Pay the Principal and Interest of
the above Bond to Mr Charles Smith One of the Parties Named in the
said Bond who thereupon gave this Defendant a Receipt in full for
the same and this Defendant further Answering saith that in Order
to prevent this Defendants said Trustees from Claiming at the Renew-
-ledge of which this Defendant received a sufficient Discharge
the Amount of the above Bond it was Proposed by the Complainant
and agreed between that of this Defendant that he the Complainant
should say and declare that he had paid the Amount of the said Bond
Out of his own Private Monies and in Trust of the Monies of this Defend-
-ant in fact and indeed this Defendant had sent the Sum of Two
Thousand Eight Hundred and Fifty Pagodas to the Complainant for
the sole Purpose of Paying and Discharging the said Bond, which this
Defendant Pledges himself fully to prove whenever called upon by this
Honble Court and this Defendant further Answering saith that in
Consequence of the above Agreement between the Complainant and
this Defendant the Complainant drew Out and wrote the Indorsement
on

On the back of the said Bond in Order that if any of the Defendants said Trustees should demand a right of the said Bond it might by such Judgment appear to have been Paid and Discharged by the Complainant which this Defendant Positively and absolutely denys to be the Case and this Defendant further Answering said That in Order the more effectually to keep secret and conceal the Name of the Person whose Assistance this Defendant Money to pay off the said Bond and to make it more clearly Appear to have been paid and Discharged with the Money of the Complainant It was agreed by and between the Complainant and this Defendant that the this Defendant should write to the Complainant as if He wished to retain Him as an Attorney in Business to be brought before this Honble Court that this Defendant did Accordingly write such Letters to the Complainant Copies of which are hereunto Annexed Marked C. D. E. F. and G. for the Inspection of this Honble Court and the Original Letters Under Hand of this Defendant to Attorney and Ready to be Produced when Ordered by this Honble Court the Copies of which Letters this Defendant Retains that Complainant Find Different Suits and Sends him a Bill Accordingly for the first Letter this Defendant Sends the Complainant a Sum of many Three Hundred and Seventy Pounds for Register Fees in those Suits, the Fees Mentioned in the said Letters and the above Sum of Three Hundred and Seventy Pounds making together the just and true Sum said to be Paid by the Complainant for the Discharge of the said Bond and this Complainant gave Credit unto this Defendant for the Sum of many sundry Bills or Letters which Credits respectively and the Sums of Money to have been Received as Retaining Fees But this Defendant Positively and Absolutely Declares and Asserts that only two of the Suits Namely against Mr Douglas and Mr Drake mentioned in those Letters were Trials and that for those this Defendant had Already Retained Mr Lowndes and that the other Suits were Nominal and Fictitious and

Only Mentioned in the Letter to Answer the Purposes of the Agreement above mentioned and said this Defendant further Answering Saith That this Complainant Notwithstanding the above Agreement and this Defiance of all Good Faith and Honesty did unjustly Detain the said Bond and Assert that the same was Paid and Discharged as it was Really and bona fide this the Complainants own Property whereas it was the undoubted Manner and Property of this Defendt as before stated and Only nominally Agreed to be Paid by the Complainant for the Purposes and Intents above mentioned and this Defendant further Answering said That in Consequence of the frequent importunities of the Complainant and his Constant Applications for some money for this Defendant in the Year One Thousand Seven hundred and Eighty declined employing him as his Attorney and never had any Communication with him until Some time in the Year One Thousand Seven hundred and Eighty three or about the month of January in the Year One Thousand Seven hundred and Eighty three being Repeatedly Threatened by the said Complainant That he would Sue this Defendant upon his Bond meaning the Bond herein before mentioned given and granted to Messrs Smith and Johnston for and on behalf of Messrs Cooke of London which was paid by this Defendant but held by the said Complainant for the Reasons herein before for this Purpose stated and not for the Reason which this Defendant Disregarded because he was conscious of the iniquity of such the Complainants unjust Demands and this Defendant further said That in the month of January in the Year One Thousand Seven hundred and Eighty three the said Complainant called upon this Defendant under Pretence that he had Been Applied to by Major Henry Alexander to undertake the management of this Law concern which he Pretended and Insinuated would be a very Advantageous Business But that from motives of Regard and Confidence in this Defendant he Declined the Power of any other Attorney to Undertake him this Defendant Equally Sincere and having also been Retained by this Defendant he would not take a Retaining Fee against him

him

him, the said Defendant for the contrary the said Complainant would forgo the Advantages that might have arisen therefrom and would promote and carry on with all Zeal the Business of this Defendant against the Estate of the said Dawsan and Drake then deceased provided he would pay the Compts the Amount of the said Bond and also certain other Sums which the Parties the Executors of the said Dawsan and Drake then deceased provided he would pay the Compts had and only fully paid the said Complainant this Bill of Costs but had also liberally Rewarded him for all Business he had done for him and that he had no just Demand against him this Defendant for any Account whatever and however being induced at the Instance of a Confidential Friend to which this Defendant had Recourse in him by signing the Endorsement or Assignment on the back of the aforesaid Bond which the said Compts had Advised and Represented to be absolutely necessary for the Security of the Sum therein before mentioned Declined employing the said Complainant Against as his Attorney and told him he was ready to pay any Demands that the said Complainant would Establish against him by Proof and this Defendant saith that about Two days thereafter he was surprized at the Receipt of the following Letter from the said Complainant having as he thought on the last Occasion Personally expressed his Satisfaction and Contentment fully to the said Complainant Viz. Sir The Circumstances and Circumstances fully to the said Complainant Viz. Sir The Circumstances Since I have with You the Day before Yesterday and having Discovered the Grounds of my waiting upon You, I now find myself under the Necessity of Requesting My Enquiries to You in my Letter of the 1st of April one thousand seven hundred and Eighty first respecting the Performance of Your Promised Security so that of Course incurred, and Agreeable what I am Instructed with Regard To Your Bond. Further inquiring Respecting Articles of Mine Objected I was to hold Myself Retained for You as I would not Offer myself to be Manacled under the Circumstances. You never gave me an Answer to any of my Letters but I have Reg[ist]ered them without any Inconsideration and have

Mean

never given me the least Hint of Your entertaining Intentions of Your Request of Your Business, Propose Lawyers of Accommodation I am Willing on my Part to Lay all the Papers and Proceedings before any Persons we Mutually may Agree upon between Us, in order that Our affairs may be finished by their Determination I am for Your Most Obedient Servant Henry Du Pury Monday 26th January 1789 Mr Charles Darke Which said Letter is in the Proper hand Writing of the said Compts Addressed to this Defendant the Original whereof is in the Possession of this Defendants Attornies Ready to be Produced to this Honble Court To which said Letter this Defendant wrote to the said Complainant the following Answer Sir I have Received Your Letter of the 26th Instant I should have instantly Replyed if I had not been somewhat Surprized at the Contents as from Hence may be Supposed too Much Professionally I believe I gave You less Trouble than any Client You ever had, and I am convinced I paid You a Bill, any Promise I consider I fully performed to You I did not receive Five Thousand Pagodas, and You know I gave You Two Thousand five Hundred Pagodas, besides Your Bill of Costs Paid fully, and what many Good Pagodas, besides Your Bill of Costs Paid fully, and what many Good Pagodas I advanced for Costs not Accounted for. I have therefore now to assure You, That since Your Letter to me in One Thousand Seven Hundred and Eighty Nine after I gave You the before mentioned Sum of Two Thousand five Hundred Pagodas "That You would not Act for me any longer unless I gave You more Money" I have not since then in any One Respect Considered You Retained for me in any cause whatever, and You are at full Liberty to Act against me if You Please and giving me any Bond and I will give You Your Receipts, as You know I Paid the amount Principal & Interest of the Bond and Costs to Messrs Lind and Johnson, You Advised that some other person should say it was Paid by him, be assured You have my Receipts I have as Retainers Recently two Causes You never had of Mine, You Know I had Retained You in before that You know was urged as necessary That any Trustee might not take any Advantage of my Paying their Bonds

You

You have if You can duly Exhibit Proper Vouchers for the same, and
I shall Be Glad to Discharge it. I am Sir Your most Obedient Servant
Charles Parker. Madras 28th May 1783. Mr Henry Dupuy. Which said
Instrument and Letter this Defendant Is Ready to Bring to Court
here and Answer to Shall of the said Complainant herein before Set forth
and this Defendant further saith that notwithstanding the said Complts
Pretended Professions of Regard this Defendant will Prove that he did
Take and Accept of an Obligation from the said Major Alexander against
this Defendant and which this Defendant was in the Settlement of Accounts
between him and the said Major Alexander Obliged and Actually did
Pay amounting to the Sum of Thirty Pagodas all Which the said Complainant
had been Retained on behalf of this Defendant contrary to and in Defiance
of the Established Rules of Practice and this Defendant further answering
doth in the most Solemn Manner aver and say that the Pretended
and Alleged Instrument
and Letter of the said Complainant herein
before set forth was the Bond given and Paid by this Defendant to Messrs
Lumsden and Johnston for and on behalf of the said John Cockburn Esqr
Which is Annexed and Marked B as aforesaid and not other because
the said Complainant do That Time had not any Bond or Obligation of any
Kind of this Defendants save and except the said Bond which he has
Accidently Claimed Under and by Virtue of the said Endorsement or
Assignment made in manner aforesaid and this Defendant in like
Manner doth further aver and say that the Promissory Note and Claim
in the Complainants said Letter was the Promise and Agreement therein
before mentioned of One further Last or Quarter share which this Defendant
Agreed to give to the Complainant of which Letter Answer Issues if Any he
should Answer Against the said John Douglas and Dawsonne Drake was
herein before set forth and this Defendant doth Aver and Positively say that
the Suit against Dawsonne Drake abated by his Death and that he did
not Receive Any Gratuity from the said John Douglas or the Executors of Ditto

Pagodas Notwithstanding whereof this Defendant gave the said Complainant Ten Thou-
sand of his said Agreement the Sum of Two Thousand Five Hundred Pagodas
answer and above this Bill of Costs But which the Complainant Pretended
was a Compliment for this Attention and Trouble on Account of and in the
discharge of the said Agreement Whereas this Defendant expressly declares
that the same was and Is Discharge of his Agreement and he humbly insists
was a Liberal Reward and Ample Satisfaction of all Claims he had
Against them, And this Defendant further saith that the said the said
Complainant Several other Sums of Money on Account of Office Fees and
other Incidents the Amount whereof this Defendant Knows not nor Recollect but believes
to the Value of Three Hundred Pagodas or Thereabouts and this Defendant
further Answering saith that the said Complainant finding his own
Applications to this Defendant Ineffectual did about the Month of
September in the Year One Thousand Seven Hundred and Eighty three
Pray and Request Mr Thomas Davis of Madras whom He Knows to be
Confidential Friend of this Defendant to Intercede with this Defendant
on his behalf and to endeavor to Accommodate the Differences between them,
Representing at the same time the Necessity there was for Reviving the
said Suit against the Estate of the said Dawsonne Drake which the said
Assured the said Thomas Davis he would Readily undertake and carry
Into That the said Thomas Davis did in Consequence thereof take an
Opportunity of Speaking to this Defendant Respecting the said Com-
plainant and Represented to him the Necessity of filing a Bill of
Revivor in the said Cause against the Estate of Dawsonne Drake and
That the said Complainant was the most Proper person he could employ
for that Purpose as being intimately acquainted with the Nature of
the Business and therefore Recommended and Recommended it to that
this Defendant being well Satisfied that the said Complainant was
best Qualified to carry on the said Suit Required him to that the said

Thomas

Thomas Davis Layed and exposed that he Wished that he could procure
the said Complainant to undertake the management Affairs of But-
Which if the Complainant had Refused because this Defendant would
Not Labour to pay him the Remaind of the Bond herein before mentio-
ned: which he thought a most unreasonable Request Especially as he
had Already Paid him so Handsomely for what Business he had done
That the said Thomas Davis again undertook to Speak to the said Complt
and Appointed a day for the Complainant and Defendant to meet at
his House to Dine and Settle all Matters in Difference and Dispute
between them and this Defendant further Saith that having met the
said Complainant at the House of the said Thomas Davis and entered
into a Discussion upon the Occasion of their Meeting the said Complt
did then and there in the Presence of the said Thomas Davis Propound Recom-
mendation and that if this Defendant would Give him a Bond for two Thou-
sand Pagodas that he would Immediately File a Bill of Review against the
Estate of the said Dawsonne Drake and Prosecute the same with Expedition
and Effect and that he would take Release upon the Bond herein before mentio-
ned and Given and Said by this Defendant to the Attorneys of the said Complt
and also the several Letters hereunto Annexed and Marked C. D. E. F. and G.
Purporting to be Letters of Advice for Certain Sums Retained & Claiming Fees as Settled
for the Purposes herein before stated and Set forth Declaring the same true
and Specifies and Expressly that he would not undertake this Defendants
Business unless such Bond was given before hand and this Defendant
Saith that well Knowing how Essential it was to his Interest to employ a
person as his Attorney that was Intimately Acquainted with the Particular
Transactions Whereon he was Prosecuting the Estates of the said Dawsonne Drake
and being Specially Urged thereto by the said Thomas Davis and the said
Complainant Assuring him that he would Proceed in the said Cause with
the Utmost Expedition he was thereby induced to Comply the said Complt

Against his Attorney and agreed to give him his Bond for the Two Thousand
Pagodas as Demanded and Immediately upon by the said Complainant and
This Defendant Saith that Pursuance of such Agreement he was going
Tongue and Deliver to the said Complainant a Single Bond for the
said Sum of Two Thousand Pagodas which the said Complainant Objected
and took out of his Pocket a Specialty Bond ready filled up for the above Sum
Mentioning it to be Executed upon a Statement of Accounts agreed to be the said
Parties for Business done by the said Complainant in Conformity to his
Which time he was Hereto fore employed by the said Defendant and which
This Defendant signed in the Presence of the said Thomas Davis without
Reading to the Same or Condition thereof and which is
this identical Bond which now This Defendant is now ready in this Honble
Court because This Defendant Saith that there were not any Accounts
Whatever Produced Stated or mentioned Libel Answer Pretended to be
at the time the said Bond was Executed and Signed by This
being induced thereto solely for the Reasons herein before mentioned But this
Defendant further Answering Saith that when he had so executed and
Delivered the said Bond and Just before the said Complainant Delivered up
to This Defendant the said Instrument and Bond a true Copy whereof
is hereunto Annexed Marked B. which This Complainant had so long
Unjustly withheld and which This Defendant had so Repeatedly Requested
Might be Delivered up to him and This Defendant also at the same time
Delivered to the said Complainant Certain Receipts for the Sums of Two
Thousand and Five hundred Pagodas given in manner aforesaid for Certain
Pretended Retaining Fees as before mentioned, and Received in Return
from the Complainant the Letters Marked C. D. E. F. and G. that after
such Interchange of Papers as above stated the Complainant Solemnly
Pledged his Honor to This Defendant to File a Bill of Review for this with
Against the Estates of the said Dawsonne Drake and to prosecute the Decree

Thereon

thereon with all Requisite Expeditions and Effect that the Complainant and this Defendant Attended together at the House of the said Thomas Davis and a thorough Reconciliation took Place and this Defendant further Answering saith that Notwithstanding the Promises and Assurances of the said Complainant that he would forthwith Prepare the said Bill of Revivor he did not file the same for the space of four or five Months therefter all the Daily urged Attendance by this Defendant who was under the Necessity of Applying to the said Thomas Davis to see this Assurance With the Complainant the expedite the same, that this Defendant Continued almost Daily Importunities the said Complainant to settle and Reglect and furnish this Defendant with a compleat and full Instructions and Materials to be Exhibited by this Defendant to the Complainant to enable him to Comply with these repeated Requests until an Order was issued from this Honble Court to Compel this Defendant to file his Replication to the Bill on the Fourth of September in the year One Thousand Seven Hundred and Eighty four between the hours of four and five O'Clock in the Morning the Complainant sent Materials to be for drawing the said Replication to the Country House of this Defendant with a Notice to draw Copy whereof he hereunto Annexed Marked H. declaring that unless the Complainant could and would Prepare the said Replication in Twenty four hours this Defendant should be obliged Absolutely to Suffer a Month to pass and this Defendant further Answering saith that by reason of such shameful Neglect on the part of the Complainant his Bill would have been Dismissed had it not been for the Aid and Assistance of Charles Brandon Esquire One of the Masters of this Honble Court who with much Difficulty at length got a Notice prepared for the said Replication on behalf of this Defendant that this Defendant Answering did immediately by the Complainant as an Attorney was Directed to Transact any Business

For him. This Defendant Answering Submits to this Honble Court whether the Bond is now before the Court could ever have been given in Discharge of this Defendants Bond to Messrs Smith and Robinson for John Cooke Esquire as above stated Answering in Value being for the amount of Two Thousand Eight Hundred and Twenty Eight Pagodas which Sum was paid Out of the Proper Monies of this Defendant and therefore Never can be justly and Legally said to have been Paid by the Complainant or by any Effects of his, whereas the Bond now before the Court is only for the Sum of Two Thousand Star Pagodas or whether the Bond now before this Honble Court could have been given by this Defendant for Business done by the Complainant because this Defendant positively Asserts he had not only fully Paid the Complainants Bill of Costs of Five Hundred Pagodas as before stated but also had given the Complainant the further Sum of Two Thousand and Five Hundred Pagodas in full of the Agreement above mentioned and of all other Demands whatsoever Which the Complainant then had or might Pretend to have, which said Agreement being as this Defendant is Advised Contrary to Law and the Standing Rules and Orders of this Honble Court, he humbly Conceives to be fraudulent and unjust, or whether from this the Complainants Inattention and Neglect in not Prosecuting the aforesaid Suit Against the Representatives of the said Dawsonnee Deake she can be legally intitled to Recover against this Defendant all or any Part of the said Bond, Which this Defendant Respectfully avers was given for the last Mentioned Purpose and Intention namely of Prosecuting the said Suit with Effect, and for and in consideration thereof Whatever

All Which Matters and Things this Defendant is Ready to Maintain and Prove as this Honble Court May direct and therefore Prays that he may be hence dismissed with

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Mr. Chris. Dashwood Costs in this Rule of Court Wrongfully Sustained

Chris. Dashwood

Taken and Sworn
this 13th day of December
1785 Before me
Jamaica Grand Court
this 13th Decr 1785
James Taylor
Regr

Chris. Dashwood
By Agent
J. Grierson
} All Wrongs Defendt

Mr. John Douglas
Att.
Mr. Charles Dashwood
} Martin. 12th February 1780

1779 May

5.	To Drawing Copy of Bill of Complaint & Answer 36 Sides		
	To filing Ditto Before the Mayor		
	To Attendance at Court when Dr. was Recorded		
	To Ditto & About Summons		
	To Dr. at Court when he returned		
	To Dr. & About 2 Summons		
	To Drawing Affidavit for Special Bail 2 Sides	1.	-
	To Attendance filing Ditto	-	9.
	To Ditto Making Motion	-	9.
	To Dr. when Defendant Appeared	-	9.
8.	To Dr. Upon the Complainant	-	12.
23.	To Dr. Praying Rule to Answer and Serving Ditto	-	24.
	To Dr. Copy of Bill of Complaint for Govt and Council	28.	-
	To Dr. Writing Letter and Sending the Same	5.	-
	To 2 Ditto for Answer and Sending	-	12.
	To Ditto When Answer was filed	-	9.
	To Ditto Upon the Complainant	-	12.

Carried Over P.

	Brought Over Pagodas			
	To Drag Copy of Answer for Client 11 Sides	33.	-	-
	To Attendance with Dr at Gardens whole Day and Advising upon Ditto	3.	-	-
	To Ditto Praying Rule to Reply and Serving Ditto	24.	-	-
	To Drawing Out Ditto 170 Sides	85.	-	-
	To Sundry Attendance Upon the Complainants Proceedings and Making Alterations in Ditto	3.	-	-
	To Copy of Replication for General and Council	83.	-	-
	To Attendance to file Ditto	-	9.	-
	To Dr. when Dr. was Recorded	-	9.	-
	To Dr. Praying Rule to Rejoin and Serving Dr.	-	24.	-
	To Dr. when Rejoinder filed	-	9.	-
	To Dr. Upon the Client	-	12.	-
	To Dr. at Court for Copy of Dr.	-	9.	-
	To Drawing Copy for Client 55 Sides	27.	18.	-
Decr. 7.	To Attendance at Court to Issue Subpoena	-	30.	-
11.	To Ditto Ditto Ditto	-	30.	-
21.	To Dr. Dr. Dr.	-	30.	-
7.	To Dr. Dr. Dr.	-	30.	-
	To Writing Letter to Mr. Newbray to Notify his being Called as Witness	6	-	-
	To Ditto to Mr. Bartholomew	6	-	-
23.	To Attendance at Court Witness	-	30.	-
17. 1.	To Ditto Ditto	-	30.	-
8.	To Ditto Ditto	-	30.	-
13.	To Ditto Ditto	-	30.	-
	To Order from the Complainant to withdraw the Suit	-	12.	-
	To Attendance at Court with Drawing ditto	-	9.	-
	To Cash Paid for Two Summons	2	40.	-
	To Ditto for Answer	64	6.	-
	To Ditto for Rejoinder	32	3.	-
		98.	12.	-
Fort St. George 7th February 1780	Pagodas	490.	4.	-

Errors Excepted
Jos.

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P. 490. 4. .

Registered p. 16. 24 ;
Rects. . . . . 2. 24. . 12. . .
P. . . . 303. 4. .
(Signed) Hy Dudley
Atty Compt.

A

A true Copy
Chas. Bromley
P. Spencer
F. Grierson
} Attys Defendt.

Dear Sir

I herewith Send You the Cause between us and Mr. Douglas with the Copy of the Accounts you hired Swanson to Depend with You Yesterday, and Beg to Retain You against Him for which Purpose I send You five Hundred Pagodas as a further Retainer Desiring that You will Prepare a Bill of Complaint against him that it may be Filed as soon as Possible As I Have his attitude going Very shortly for Europe.

Fort St. George
26th April 1779

Dear Sir
Your Most Obedt Servant
(Signed) Chas. Darke

To Mr. Du Pray Attorney at Law

A true Copy
Chas. Bromley
P. Spencer
F. Grierson
} Attys Defendt.

C

Dear Sir

I herewith Send You the Accounts Passed between us and Major Alexander and also Jemaumma Annachelum and beg to Retain You Against Them both for which Purpose I send You five Hundred Pagodas

Fort St George
4th May 1779

Dear Sir
Your Most Obedt Servant
(Signed) Chas. Darke

Pray let me know when it will be convenient to You that I shall call upon You to consult further what is Necessary on this Business

To Mr. Du Pray

A true Copy
Chas. Bromley
P. Spencer
F. Grierson
} Attys Defendt.

D

To Mr. Du Pray

Dear Sir

I Wish to Retain You in the Suit which I have Commenced Against Mr. Drake by Mr. Popham as a Misunderstanding have arisen between that Gentleman and me I send You Copys of all Papers before the Court and Request of You to take Charge of the Cause for which Purpose I send You five Hundred Pagodas as a Retaining Fee in this Suit.

Fort St. George
16th May 1779

Dear Sir
Your Most Humble Servant
(Signed) Chas. Darke

A true Copy
Chas. Bromley
P. Spencer
F. Grierson
} Attys Defendt.

E.

Know all Men by these Presents I Charles Darke of Fort St. George Merchant am held and firmly bound unto Charles Smith and Samuel Johnston Esqrs for John Cook of London in the Penal Sum of Four Thousand Four hundred and Twenty Two Pagodas Current of Madras To the Payment whereof well and truely to be made to the said Charles Smith and Samuel Johnston for the said John Cook or their 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 Eighteenth day of January in the Year One Thousand Seven hundred and Seventy Six

Whereas the above bound Charles Darke hath borrowed and received of the above Named Charles Smith and Samuel Johnston for the said John Cook of London the full and just Sum of Two Thousand Two Hundred and Eleven Star Pagodas to carry at Interest at the rate of Eight per Cent per Annum Payable Half Yearly Months from this Date

Now the Condition of this Obligation is such that if the above bound Charles Darke his Heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto Charles Smith and Samuel Johnston Esqrs of John Cook Esqr his Heirs Executors Administrators or Assigns the full and just Sum of Two Thousand and Eleven Star Pagodas together with Interest as shall or may become due thereupon from this Obligation to be Void and of no effect otherwise to Remain in full Force and Virtue

Signed Sealed and Delivered
(Signed) Chas Darke (Seal)
in the Presence of
(Signed) Geo: Ramsay
A true Copy Chas. Bromley
P. Spencer
P. Grierson
Attys Defendt

Fort

Fort St. George 1st June 1779 Received the Principal and Interest of this Bond for and on Account of Mr Charles Darke and in full of all Demands thereon by the Hands of Mr Henry Du Pury

(Signed) Charles Smith

I Charles Darke do hereby Acknowledge that I my Heirs Executors and Administrators am indebted unto Mr Henry Dupury his Heirs Executors and Administrators the Sum of Two Thousand eight hundred and Twenty Eight Pagodas being the Amount Principal and Interest paid by him in Discharge of the above Bond on my Account to Mr Charles Smith According to the above Receipt Together with the Interest thereon at the rate of Twelve per Cent and that this Acknowledgement is and shall be to all Intents and Purposes of the Law as Good and effectual against me to the said Henry Du Pury as it was to the said Charles Smith and Samuel Johnston before it was Discharged by me

Madras 12 June 1779

(Signed) Chas Darke
A true Copy Chas. Bromley
P. Spencer
P. Grierson
Attys Defendt

B.

To Mr Du Pury
Dear Sir

Herewith I Send You Three Hundred and Seventy Pagodas in Advance for Registers Fees &c for the Suit Thereon Under Your Management of Mine.

Choultry Plain
20th May 1779

Your Mo. Obedt Servt
(Signed) Chas Darke

A true Copy Chas. Bromley
P. Spencer
P. Grierson
Attys Defendt

F.

To Mr. Du Puy

Dear Sir

I beg to obtain your General Opinion my Affairs and Parties clearly against my Trustees, for which I sued You One Thousand Pagodas as a Fee, for which I beg You will Acknowledge the Receipt.

Fort St. George
May 26th 1779

I am
Dear Sir
Your Most faithful
and Obd.t Humble Servt.
(Signed) Chas. Darke

A true Copy
Chas. Bremley
P. Spencer
J. Lorieson
} All.s Defend.s

C

Dear Sir

I am sorry it is not in my Power to undertake to finish the Replication by Next Court, all their Cause must belong that Reason being so full, I was out Yesterday Morning upon indispensable Business and am Now going to breakfast with Mr. Turing.

Yr.
H (Signed) H. Du Puy

A true Copy
Chas. Bromley
P. Spencer
J. Lorieson
} All.s Defend.t

Fort St. George 13th Decr. 1785

To the Honble the Mayor's Court at Madrasapatnam

Humble Complaining Sheweth unto this Honble Court Your Orator Charles Darke of Madras Merchant That Henry Du Puy One of the Attornies of this Honble Court Stands justly and truly indebted unto Your Orator in the full and just Sum of Three Thousand and Three Star Pagodas and Four Fanams Current Money of Madras Making in Sterling Money of Great Britain Valther rate of Eight Shillings for every Pagoda the Sum of One Thousand Two hundred and One Pounds Four Shillings and Ten Pence or thereabouts, as will more fully and at Large appear by Copy of an Account Current thereunto Annexed for the Inspection of this Honble Court, and which Your Orator prays may be Admitted as part of this his Bill of Complaint. The Original of which is in the hands of Your Orator's Attornies and Ready to be Produced when Ordered by this Honble Court to do, and whereas Your Orator hath frequently and in a most amicable manner Requested Payment of the said Sum of Three Thousand and Three Star Pagodas and Four Fanams from the said Henry Du Puy.

But now so it is May it please this Honble Court the said Henry Du Puy Obstinately and Wilfully Refuse to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises But on the Contrary the said Henry Du Puy did on the Twenty fifth Day of October in this present Year file his Bill in this Honble Court for the Sum of Two Thousand Three hundred and Twenty eight Star Pagodas Fifteen Fanams and Seventy Two Cash said to be due as a Bond or Obligation given by this Complainant to the said Henry Du Puy in which Bill is stated that the Sum of Two Thousand Pagodas was due to the said Henry Du Puy by this Complainant upon a Statement of Account Agreed to by the said Parties to the said Bond upon executing the same for Business done by the said Henry Du Puy in Sundry Lists now Remaining in the Office to the same alleged by Your Orator, that

Which

Which Your Orator Denies to have been the Case for that the said Bond was Obtained from Your Orator under false Promises and Assurances of Prosecuting and carrying on with Despatch and Effect a certain Cause instituted in this Honble Court at the Instance of Your Orator against the Estate of the late Dawsonne Drake Esquire and which the said Henry Du Puy having so falsely pretended to do Your Orator humbly insists to be ingenuously Advised that He is not Bound to pay or discharge all or any Part of the said Bond, the Consideration whereof was given and granted and having been in any Manner fulfilled on the Part of the said Henry Du Puy Your Orator therefore prays a General Relief as to this Honble Court shall Appear Agreable to Equity and good Conscience and to the End therefore that the said Henry Du Puy may upon His Corporal Oath (full True Direct and perfect Answer make to all and singular the Premises as fully truly and effectually to all Intents and Purposes as if the same were again Repeated and Particularly Interrogated and that He the said Henry Du Puy may upon his Corporal Oath set forth and declare Whether He did or did not receive the full Amount of the Bill of Costs Mentioned in the said Account Current from Major Maule or some other Person for and on His Account and discharge all Demands for Business done by him the said Henry Du Puy as and Attorney of this Honble Court for Your Orator in the Suit against the late Mr. John Douglas and whether he the said Henry Du Puy did or did not Receive from Your Orator the full Sum of Two Thousand and five Hundred Pagodas over and above the said Bill of Costs and whether Your Orator did or did not declare unto the said Henry Du Puy at the Time He so gave him the said Sum of Two Thousand and five Hundred Pagodas that it was given by Your Orator as He the said Henry Du Puy out of the Money to be Recovered from the said John Douglas under and by Virtue of an Agreement made and entered into by Your Orator and the said Henry Du Puy by which it was Stipulated that He the said Henry Du Puy should receive One fourth Part or Quarter

Quarter Share of all such Sums of Money as should be Recovered from the said John Douglas by him the said Henry Du Puy as an Attorney of this Honble Court, and also in full of any other Costs Due or to grow due to be Due by Your Orator and whether the said Henry Du Puy did or did not Refuse to Prosecute the Suit against the said John Douglas unless Your Orator agreed to allow him a Quarter Share of One fourth Part of whatever he might Recover from the said John Douglas notwithstanding the said Henry Du Puy had taken and Accepted of a Retaining Fee from Your Orator to Prosecute and carry on the said Suit and whether the said Henry Du Puy conceives such Stipulation or Agreement to have been fair and equitable or reasonable to Law and Agreable to the Rules and Practice of this Honble Court. And that the said Henry Du Puy may declare whether he did or did not after receiving the said Sums of Five Hundred and Three Pagodas and Two Thousand and five Hundred Pagodas any other Demand against Your Orator of what Nature and to what Amount And whether the said Henry Du Puy did or did not at the Time therein before for the Purpose Mentioned file his Bill in this Honble Court against Your Orator Upon the Bond or Obligation therein before mentioned and whether the same was given and granted for Business then Actually Done or for Business to be Done and in what Manner was it Declared Explained and Understood by the Parties then Present and further that the said Henry Du Puy may set forth and declare whether He did or did not neglect the Business of Your Orator after He had so received the said Bond in Consideration that Your Orator was Obliged to employ Another Attorney to Conduct the same, and whether this the said Henry Du Puys Reasons for such Just Attention

Your Orator therefore Prays this Honble Court will be Pleased to Order the said Henry Du Puy to Produce bills of Costs taxed by the Register of this Honble Court for all such Business as he may have

knowledge for your Orator and that Thirsday last Sixty Pagodas was paid by Orator to Mr. Douglas for Attendance and the Expence of Bringing Witnesses from Bengal to Madras to Support the Charges Exhibited against Orator by Mr. Douglas which Sum Orator humbly hopes will be allowed him in the Account he is now preparing to Exhibit to your Honours

Madras Fort St. George 28th November 1783

Chas. Dashwood
Chas. Brownlow
Jno. Spencer
Jno. Grierson

Attorneys for the Complt.

Fort St. George 29th December 1783

Filed in Court this
29th Day of December 1783

J. Cannon
Attorney for the Compt.

Dr. Mr. Henry Dirom in Account of Money Received on Account of Business from Chas. Darke — Cr.

		To Amount of Sums Paid for Fees in 1778 and 1779				November	28th	By Ballance from the Insolvent Board Bills of Cost can be Produced and to be Deducted after Adding the Sums Advanced for Fees	4728. 4. "
February 1780	27th	To Cash for your Bill of Costs and Fees Against Mr. John Douglas	303.	4.	"				
February	28th	To Cash Pd. Your Ballance of the Money Received from Mr. Jno. Douglas, and in full for all Business done by You	2500.	"	"				
		To Interest on Pags. 2500 to the 28th November 1783 being 3 Yrs. 9 Mos. at 12 ₰ Cent Per Annum	1725.	"	"				
			Star Pagodas	4728.	4.	"			Star Pagodas 4728. 4. "

Fort St. George
20th November 1783 (Signed) Chas. Darke

Star Copy Chas. Brownlow
J. Spencer } Attorneys for the
J. Grierson } Complainant

Filed 27th Feby 1786

The Replication of Henry Dudley

One of the Attorneys of this Honble Court

Complainant to the Answer of Charles

Darke of Madras Merchant Defendant

This Replicant Now and at all times hereafter saving and

Reserving unto himself all and all manner of Benefits and Advantages of

Exceptions to the many Errors Uncertainties and Insufficiencies

in the Defendants said Answer contained for Replication thereunto saith

That all and singular the Matters and things in his said Bill 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 Alledged and

Set forth And that the Answer of the Defendant is Vague and Evasive and

insufficient And this Replicant doth maintain that the Defendant is

justly and truly indebted unto this Replicant in the full and just

Sum of Two Thousand three Hundred and Twenty eight Pagodas Fifteen

Fanams and Twenty Two Cashes as the same is charged to arise upon the

Bond or Obligation, the Copy whereof Annexed to this Replicants Bill is

Admitted by the Defendant to be a true Copy it is therefore Strange that the

Defendant should deny the said Debt or that he is indebted in any

other Sum or Sums of Money whatsoever, at the same time that the

Defendant doth as well Knoweth, stand indebted unto this Replicant

in Several other Sums of Money besides that upon the Bond and Sure-

ties, And this Replicant said to that the Defendants said Answer

is a Compound of Ingratitude, Infidelity and Injustice, for as there

is an Obligation from the Attorney towards the Client, so there must

exist a Relative Obligation from the Client towards the Attorney, how

far the Defendant has Regarded this Obligation or the common Rules

of Justice between man and man will Appear by the sequel of this this

Replication in which it will be Necessary for this Replicant to Aggravate

in

in the Character of a Suitor, and in that of an Attorney in this Honble Court

in both which he has Reason to Hope to Meet their Sanction and Approbation

And in Order thereto, this Replicant Saith, that the Defendant

Some time about the beginning of the Year One Thousand Seven Hundred

and Seventy Nine was desirous of leaving this Replicants Assistance as

an Attorney of this Honble Court in Sundry important Concerns the

Defendant was then engaged in, and Particularly in those relating to

the Defendants Affairs then under the Assignment of Trustees, and in

Several large Demands upon extensive Accounts and other Matters

Will'd Dawsan and Drake late of Madras Esquires Deceased, and also upon

Certain Demands the Defendant then Retended to have upon John

Douglas Also late of Madras Deceased also against Major Henry

Alexander and Annachellum Mondelear touching several Usurious

Contracts and Money Received thereupon by the said Persons from the

Defendant Respecting all which the Defendant Spoke to this Replicant

for the Purpose of employing him therein as his Attorney, but this Replicant

Said that he was backward in undertaking the said Business until he

had enquired into the Reasons of his being abandoned by his former

Attorney, and until he should be Satisfied upon the Nature and Propriety

of the several Business to be prosecuted, And this Replicant Sheweth that the

first of the said Matters this Replicant took in hand was the State of the

Case between the Defendant and the said John Douglas, in the Investigation

of which this Replicant spent Very near three Weeks entirely, that finding

the Result of his Opinion to agree with that of Wm Benjamin Sulivan and

Wm Charles Bromley he this Replicant did consent to carry on the said

Suit against the said John Douglas, but this Replicant doth Absolutely deny

that he received any Particular Fee in the said Suit, but that the Defendant

did first give this Replicant Fifty Pagodas, and did afterwards give this

Replicant One Hundred Pagodas Out of Money he Received from Wm Stephens

Popham which was the Retaining Fee or Part thereof which the said Stephen

Popham

Pogliam Returned to the Defendant upon his Relinquishing his business
And this Replicant saith that after the Defendant had given him the
said One Hundred Pagodas & the Defendant did soon after and while him
this Replicant Remained there from the Sum of Twenty or Thirty Pagodas
Which Sums this Replicant saith is Now due and all that this Replicant
did ever Receive from the Defendant on the Score of Fees.

And this Replicant saith that he entered upon the said business
With the Most Diligent and Honest Views, and doth Assert that the Charge of the
Defendant that this Replicant declined to be concerned in the said Suits
Unless the Defendant would allow this Replicant a Certain Sum of what ever
he might Recover thereby and also Secure to him as he might be Entitled to
is a Most foul and false Suggestion and a Wicked Fabrication of the Defen-
dant for the Purpose of Gratifying his Malice and Injuring him in the
Good Opinion of this Honble Court. This Replicant declaring that so far
from having made any such or any Agreement with the Defendant, he had
Not at any time and Does not make any of that Nature or to benefit him-
self further than was Allowable from the Course of Practice. And this
Replicant saith that he did in all that he transacted for the Defendant
Consider not only the Immediate Advantage that might Accrue to
him from any Temporary Success, but did also constantly & Invariably Look to
the Interests of the Defendant in all Matters Relating to his Concerns,
Which were at the time this Replicant undertook the Management of
them in a Most Intricate and Deranged State, Owing to a Variety of Causes,
Which Required not only the Skill of an Attorney, but the Disinterested
Exertions of Friendship to remove; That this Replicant did & Does think that
United Capacity towards the Defendant is Public and Notorious, as
Also is the Success which has Resulted to the Defendant from them.
And this Replicant further saith that it is an Unusual Task for an Attorney
to Possess or wish Justifying the Motives for his Advice and Conduct from
Instructions he Receives from his Client, whose Interest is Supposed to
be Wholly Ruled by his Actions and the Law Presumes that Those and
Such

Secrets between Attorney and Client which the Attorney is Not Bound
to Conceal from every other person and it is Also to be Presumed that the
Attorney in all Things Acts to the best According to his Skill and Abilities
from the Materials and Instructions he is Furnished with & Which the
Contrary do Not Appear. And this Replicant saith that he used
the Utmost Diligence in every Business he undertook for the Defendt
in all Respects he Hath been Successful, And that Numerous Receipts
Such Unworthy and Ungenerous Returns from the Defendant. And this Repli-
cant further saith that so far from having made any agreement with the Defen-
dant, this Replicant did not know of any Matter Relating to the Accommodation
Which afterwards took Place until the same was finally Concluded And this
Replicant saith that it was not until after such final Conclusion that the
Defendant made this Replicant any Promise, that such Promise was not
Made upon any Sinister Insinuation or Request Directly or Indirectly from this
Replicant, That this Replicant did Avoid all Conversation upon the said
Accommodation with the Defendant And did Keep himself as much
backward from all Knowledge thereof as was Possible for him to do that after
Such Accommodation was Closed the Defendant seemed happy in the
Opportunity of Accompanying this Defendant and did Voluntarily Promise
to give this Replicant Five Thousand Pagodas, and which he did freely and
Voluntarily as a gratuity or recompensation for his exertions That the
Defendant did after the Suit was withdrawn present this Replicant
With the Sum of Two Thousand and five hundred Pagodas, and did at the
same time Promise to bring this Replicant a further Sum of Two Thousand
and five hundred Pagodas in a day or Two That this Acceptance thereof
Could Not in any manner Prejudice to this Replicant the Gift being Volun-
tary and Not extorted, and which the Defendant has also Acknow-
ledged. And this Replicant saith that the Defendant did as this
Replicant believes Receive and the Account aforesaid a Much larger Sum
than he has Acknowledged. But this Replicant Avers that the
Defendant

fact Rid, This Replicant Rejoins & That the Rid never arrest. And this Replicant
Saith that the Defendant Trustees Rid enquire of him of the means by
Which he was enabled to pay off the said Bond, but the Defendant in
his Answer Rid not allege that it was paid by this Replicant, he asks for
himself with Keeping the said means concealed, and this Replicant
Saith that the said Defendant ought not to be allowed such Answer
the Purpose of establishing this Replicant as the person who paid the
said Money, without the same had been publickly exhibited, the Letters
could not assist that design in Account of the Variance of their Dates, the
sole purpose therefore of the said Endorsement and Letters was to give this
Replicant a Value in the said Bond, And this Replicant saith that the sole
design of the said Endorsement had been to make this Replicant the pay-
ment of the said Bond, Why were the said Retainers made for equal
the Amount of the Bond or indeed why any Endorsement, And why were
Receipts Accepted by the Defendant, not as if this Money was Received for
the Purpose of paying off the said Bond. but for the Purpose of Acknowled-
ging the different Retainers According to the Letters Annexed unto
the Defendants Answer, because this Assertion of this Replicant
having paid the money, could have been Adduced With equal Honesty
by this Replicant without, as with this Endorsement, this Replicant
could have no Risk by saying that he had paid the Money, he incurred
No Responsibility and of course could not think it Necessary to have
Security to recover him from any consequences that might arise from this
Saying so, The Defendant saith that it was Remote from this Assertion
from Receiving at the Knowledge of where he Received this Money, this
Replicant Shall Observe that they did enquire, and had Value shewn the
Answer they Received, but is not Surprizing that this Replicant paid
the Money, the Means of his being procured is totally concealed, And this
Replicant is led to be of Opinion that two Persons who shall Acknowledge

of

of the Defendants Skill and Abilities in Various branches of business would
easily credit that the Defendant could be Prevailed upon to enter into a
Solemn Deed, the Endorsement being particularly pointed and Special
to another, for no other purpose than that a Stranger person should take upon
himself the Reputation of having paid Money out of his own purse
Which in fact belonged to the Defendant, And he dare flatter himself
that this Honble Court will not Credit that this Replicant would be
the Representative of so mean a falsehood, No; this Replicant saith, that
the Bond Remained in his hands at the instance of the Defendant
himself, and for the Purposes aforesaid, And this Replicant saith
that the Defendant did take that Opportunity of settling such gra-
tuity or encouragement for the Services of this Replicant as their
importance seemed to bear in the estimation of the Defendant, He
the Defendant therefore did in Order thereto of his own proper
Motion, offer to execute the Endorsement on the said Bond to this Repli-
cant as a compensation for this Replicants Services to the Defendant and did
in order more Particularly to fix and Ascertain the Value in such Assignment,
Write out the Letters Marked C.D.E.F.G. Which did determine the
Retaining fee in each Suit this Replicant was to be employed in for the Defendant
and Received Receipts Accordingly, which Circumstance of the said Letters being
of a Prior Date to the said Endorsement, Doth evidently prove that the exhibition
of such Letters in support of the Reality of the said Endorsement, would destroy
the very effect, the Defendant said it was intended from them, because the said
Endorsement upon the said Bond would Not Appear to have been an Obliga-
tion for present Value, but as an Obligation for Value before received, which
last Case was the true intention of the Defendant for the purpose of giving a
full and Indubitable Right and Claim in the said Bond in the same manner
as the same was held by the said Messrs Lewis Stead & Johnson on behalf of the
said John Cooke. The Defendant Saith that only two Suits are mentioned in the

those

Their Letters were Joint and Severally out against Mr Douglas and Out against Mr Drake, Wherein it was Stated that the Defendant Replied and Submitted to be Known Ledge, but he should Also have Remembered the Business of this Replicant was engaged in on Account of his Trustee, this the Defendant at that time Regarded in as Important a light as any of his Concerns, for this Replicant Saith that in order to Frame a Ground of Proceeding against this said Trustee either for the Purposes of bringing them to Reason and Peace with this Views, or compelling them thereto, this Replicant had Prepared by the Instructions of the said Defendant a Protest, wherein also Set forth the State of the Defendant's Affairs at the time of this Failure and the Probable Effect of their Conduct Thereupon, comprising Upwards of Six Hundred and Twenty Sides, which Salam for Drawing Copying and Registering a Eighteen Guinea Attachment without including the Numerous Attendances incident thereto and Not Amounting to Nine Hundred and Thirty Pagodas, the Defendant Immediately Possessed of a Copy thereof Sounded Also with Several Alterations and Expunctions of Mind, investigated the whole of the Defendant's Concerns with his Trustee, to the Exclusion of every other Business the only Business therefore to which this Charge that Relation is that of Salam Aber and Annachellum, which this Replicant doth Maintain were Real and not Fictitious, And this Replicant Saith that he did Investigate and Examine into the Merits of the Actions Proposed to be Commenced by the Defendant Against Moses Isaac, as well as against a French Merchant Named Ferry Relative to a Debt for the Delivery of a Bond by the Defendant to him, for the Sum of Two Thousand and Five Hundred Pagodas And this Replicant Doth Really and Truely believe that this Advice to the Defendant Regarding the Defendant from Prosecuting the said Suits, was a great Cause of the Defendant's behaviour and Conduct towards him, And this Replicant Doth Deny that he did ever Demand Money from the Defendant, but when he knew it was in his Power to pay, And this Replicant Did not Demand payment of the said Note when he did, nor now brings his Action until after the Defendant was Possessed of the means of payment, by obtaining the Result and Ends of the Several Actions Commenced on his behalf By this Replicant And this

Replicant

Replicant Saith that the real Cause of this Replicant not being employed for the Defendant from or about the Month of April One Thousand Seven Hundred and Eighty until On or about the Month of October One Thousand Seven Hundred and Eighty three was, as he Saith he Has reason to believe owing to this Replicants Advice not to Commence Actions against the aforesaid Persons, otherwise this Replicant cannot Account for the Strange conduct of the Defendant in Retaining another Attorney without the usual Best Insinuations to this Replicant, alledging that there existed the Greatest Existing confidence between this Replicant and the Defendant, Without that the Defendant was Ashamed to shew himself from a sense of shame for his breach of his own Voluntary promise, that this Replicants feelings were such as were natural upon such Occasions, as well as his Expressions, And this Replicants disquiet about which he Observed was marked in Letters and Speeches, which did alike provocation naturally give rise to, And this Replicant saith that the Defendant did by artful Means Gradually get all the several Papers and proceedings out of this Replicants hands and did not consult him upon any occasion thereafter, until the period before alluded to, And this Replicant Saith that having been Successful in every business in which he had been employed for the Defendant during the Course of Nearly One whole Year, which he devoted almost Totally to the service of the Defendant in and out of Court, This Replicant was of Opinion that the Defendant did not Act Justly by him, but that the breach of this promise was a gross affront and a direct full Abuse, because he was not called upon thereto, and did therefore freely open his sentiments to the Defendant respecting the matters in Difference between them in the two following Letters, which this Replicant candidly exhibits to this Honble Court that no imputation of Suppression in the Course of this his narration may be Charged upon him, which said Letters shew the Readiness of this Replicant to come to a fair

fair explanation with the Defendant respecting the three several Objects of this Demand, first Respecting the completion of the Defendants Promise Secondly respecting Insurance and Thirdly as to his Bond

To Charles Darke Esqr

Dear Sir

Your Silence upon the Subject of my Letter last Wrote to You, and upon which we had likewise some Conversation when I last saw You at my House, makes me imagine Notwithstanding the Letter I afterwards wrote to You, that You threw me aside Neglected, how far this can correspond with what You have so frequently Professed You are to Sensible Some to Examine How it Probably You may esteem unnecessary my Demanding the performance of Your promise, but You Know it was Voluntary and not Extorted Seems Hard that You Run and recompence fully and have no further occasion for my Assistance Probably not, I Know You have Put Yourself under a man of Honor, and I will not disturb his Generous intentions of doing Your Business, shall Answer all Questions any Questions respecting Your Enemies, but as a man cannot help feeling myself injured, and the only means of easing myself under this Disagreeable Situation is to Know what are Your further intentions, first Respecting the performance of Your Promise Secondly to that of Insurance and again what I am to do with Regard to Your Bond, shall likewise be glad to Know upon which of these Objects I am to hold myself Sustained for You as I cannot suffer myself to be Harassed under this uncertainty, I address You as a Man of Business unbiased by any Prejudice further than I openly explain to You and expect in return that You will Give me this same Open Answer,

17th April
1780

I am Dear Sir
Your Sincerely,
H.Z. Dupuy

Sir

Your Silence on the Subject of my letter greatly Surprises me, I do not know why You should not come to a fair Explanation of Your intentions respecting Our Concerns, Should be Sorry to come to an Open Difference with You but what can I do to be Kept in this State of Suspence is Very Disagreable to me and must be so to You in Causing it, I repeat my Question in my last Respecting Your further intentions with Regard to Your Promise Secondly to Insurance and again what I am to do about Your Bond and likewise to Know upon which of these Obligations I am to hold myself Sustained for You, I repeat my Request of You to Answer me fully. Not as if You expected an Enemy but to Know how I am Willing to do every Justice to You and all Mens.

I am Sir
Yours &c.
H.Z. Dupuy

This Replicant saith that the Defendant never did return any Answer to either of these Letters, which he observes gave him a fair Opening to dispute this Replicants Demand upon which of the said Objects he Chuses, And this Replicant saith that he does not remember any instance of his having threatened the Defendant with a Prosecution upon this said Bond after the Defendant had so relinquished him as an Attorney, Notwithstanding the Defendants Obstinate Silence, which shut up all Possibility of an Accommodation, would have justified the Most Rigorous measurement, but this Replicant saith that the Defendants Situation in every Respect did not Admit of a Possibility of Payment, this Replicant did therefore continue his forbearance until the Month of May One Thousand Seven Hundred and Eighty three about which time this Replicant was generally employed by Major Henry Alexander to undertake his Law Concerns, which this Replicant saith were Very

entwined

Received a Fee against the Defendant from the said Major Alexander, But
that being Recommended by a Power of Attorney from Credit[ors] to the said
Major Alexander, after his Return from England to manage his Concerns
he gave this Replicant a Retaining Fee not for any Particular cause, but as
against a Retainer for his interests, the Amount whereof this Replicant
doth not Recollect, And this Replicant doth aggravate that the
Bond in Question Copy whereof Marked B. is Annexed unto the Defen-
dants Answer was given in the Manner and for the Purpose therein
before set forth, And was frequently Acknowledged to be given by the Defen-
dant, And this Replicant saith that the Promise claimed by this Repli-
cant in April One Thousand Seven Hundred and Eighty, could not be that
Part there of, which the Defendant Performed in February in the same
Year but Must be a further Promise, and the Defendant after
going that it was, whereupon this Replicant received from the company
of the Bahia, And this Replicant saith that the Defendant did at
One time Retain his Services much higher than this Replicant had been
used from a Knowledge of his Services he this Replicant had been to him
for this Replicant saith that he was not employed by the Defendant
Simply as an Attorney but in the Capacity of Counsellor, and in other
Extrajudicial Matters of which a Charge or Estimate could duly be made
by the Defendant, in all which Affairs this Replicant did Expend his
Whole Time in Studying the means and Relating the most there
from for the benefit and Advantage of the Defendant respecting
Which Services this Replicant saith there could be no certain Contract
Judges, as this said in the presence of Several Eminence, Superior rate
, can be set upon Counsel which is invaluable, and cannot be Measured
, as the same or less According to the circumstance May by the Ability
, of the Client, the Worthiness of the Counsellor the Weight of the Cause
and

and the Customs of this Country, it is a Gift of such a Nature as should be Cleared
of Duty and Fees to give it without Suing out the Same, for it is a Custom for taking of
Thanksgivings. And this Replicant Saith that however the Defendant may
now Appear to Consider Value this Replicants Services and Voluntary Incurred
Obligation for them this Replicant saith that there was a time when the
Defendant was equally Loud in Acknowledgements of them, And if the Defen-
dant had fully Performed all Things engaged to this Replicant he would
Nevertheless be a great Loser from the Inadequateness of Recompence to the Expence
of Time and Trouble he had in the Defendants Affairs: And this Replicant
further Saith that he Never had any Money for Office Fees or on any Account further than
he has stated and this he is Ready &c. This his Replication &c.

And this Replicant doth further say that he did Apply to the said
Mr. Thomas Davis for the Recommendation Last Mentioned and Saith that about
the Month of September One Thousand Seven Hundred and Eighty three
the said Thomas Davis did Recommend frequently to this Replicants House for the
Purpose of Advising with him upon a certain Suit Commenced against
him by the aforesaid Major Alexander, That this Replicant Understood Did
Complain against the said Defendant for his Behavior Towards him, and
did Particularly mention that the Prejudice he should Suffer by being obliged to Attend
the said Major Alexanders Business and other Matters of that Nature, which
which did Draw the said Mr. Davis to Reproaches and Disapprobation, And this
Replicant Saith that a few days afterwards the said Mr. Davis did Recommend to
this Replicant and Informed him of his having mentioned the said Business
to the Defendant, And that the Defendant had expressed his satisfaction
at this Replicants Assistance &c, and that he would be glad to become Secu-
Recommendation with this Replicant Respecting their Matrimonial Diffe-
rences and again to have the Benefit of this Replicants Assistance, That
this Replicant Answered that he was every way willing and that the Defen-
dant is the Manner in which that way of Thinking should be the Reason to

Repent

Repent of any usual Disagreements between them, his only Desire
Was to have an Explanation with the Defendant upon their former Diffe-
rences, That a few days after the Defendant came himself unattended
by any person and gave this Replicant Thanks for his generous Behavior
towards him, and after some Conversation of former matters that had
Passed between them said, that he was Willing to come to any Settle-
ment this Replicant Should think reasonable, the Defendant at the
same time Lamenting that any Differences had happened between
them, whereupon this Replicant Saith that the Engrossed Deeds
Whole of the Business done by this Replicant for Mr. Charles Pumley
One of the Defendants Attorney at Law as it was impossible from their
Nature to come under the Consideration at that Office, to which the Defendant
consented, but this Replicant being then greatly satisfied with the
Generous Behaviour of the Defendant to his Voluntarily offer
to leave the Rating of this Replicants Services to the Defendant himself, and
did Particularly mention to the Defendant that he should rate them
at no higher than he himself was able to pay, and to take his own time for
Payment appears which this Replicant saith that the Defendant did
Himself Name the Sum of Two Thousand Pagodas as a Sum he should
be able to pay, and the Term of One Year the Term in which he should
be able to pay it. And this Replicant saith that the said Deeds
Offer the same readily, as to Bear a conviction of this Replicant having
the Right to his side in the former Differences. And this Replicant saith
that a few days after this Replicant and the Defendant did Dine at the
House of the said Thomas Davis by Appointment for the Purpose of
Concluding and Entirely perfecting the said Recommendation and this
Replicant saith that no Differences had before happened between this
Replicant and the Defendant, this Replicant was anxious to prevent every
Possibility, as far as in him lay, of anything of the Kind again Obstructing

this

for him to be employed for the purpose of filing a Bill of Reviver against the
Administrators of Dawson and Drake, because a Bill of Reviver is but a formal
proceeding to revive a Suit which had abated by the Death of the Original
Defendant, And this Replicant denies that he did refuse to file the said Bill
of Reviver until assured by the Defendant falsely saith, the Defendant should pay
the Amount of the aforesaid Bond Marked B. Nor was it likely that such an
Occurrence should happen, as that Bill of Reviver could as well have been
done by Mr. Bromley as by this Replicant, And this Replicant saith that there
could not arise any Necessity or Constraint towards the said Accommodation
and the giving of the Bond now sued for, and Account of this of this Replicants
Possession of the former Bond Marked B. because that Bond might have
been equally well Obliged as the present One, and it seems surprising that
the Defendant should suffer a Debt to that Amount to remain in this
Replicants hands, without there considered that this Replicant had a Legal
Value in it. And this Replicant saith that the manner of the said Defendant
of their circumstances of him giving his Bond to this Replicant, saith that the same
was transacted by the said Thomas Davis's House and not by any previous
Intercourse between this Replicant and the Defendant, is entirely
false and unjustly and unfairly represented, and is no clear from part
of the Defendants own Account of the said transaction, that the same was
settled and agreed upon before the said meeting at the House of the said
Thomas Davis, because it appears that the Defendant had brought with
him a Bond for two Thousand Pagodas, which he said he was going to sign
and deliver, at the time that this Replicant produced the Specialty Bond upon
which this Action is founded, the Defendant must have known for what
business he came to the House of the said Thomas Davis by his bringing the
Bond ready settled upon and this Replicant bringing his Bond with him
put the Question of that Business having been previously settled between
them, beyond all Doubt. And this Replicant saith that the Defendant pretends
that

their union and Reconciliation for Drawing out the Bond upon which they shall
Commence this Action, with a Special Consideration as a Bond of this
Reconciliation, And this Replicant saith that the Defendant did on the
said Day of Meeting tender this Replicant a common Interest Bond, which
the Defendant did not reject, but proposed the Bond he had as aforesaid
Drawn up and which he then had with him, that the Defendant did care-
fully and deliberately read over the same, and did fill up the Ratio of the said
Bond in his own Handwriting, as he did also the Terms of Payment, and
did afterwards sign, seal, and Deliver the same in the presence of the
Subscribing Witnesses without any Objection, And this Replicant saith
that the said Reconciliation was Naturally Productive of this Replicant
resuming the Affairs of the Defendant, which she did in conjunction
with Mr. Bromley, but this Replicant denies that this so doing was any
Part of the consideration of the Bond now before this Honble Court, and
this Replicant saith that having Executed the said Bond as and for a
Consideration of all Business by him then before done, that this Replicant
did deliver unto the Defendant the Bond Copy of which Marked B. is
annexed unto the Defendants Answer, together with sundry other
Papers, and this Replicant was perfectly reconciled to the Defendant, and
could not have the smallest Apprehension of their Union, being
the foundation of the present Contest.

And this Replicant further saith that the Defendant could
not be led to the said Accommodation unless any constraint or necessity
whatever, but what might arise from the reconciliation of his own mind,
because this Replicant saith that the Defendant did after he had left
this Replicant employ at different times four or five Attornies, and the
Defendants Papers were actually at the time of said Accommodation in
the hands of Mr. Charles Bromley, and this Replicant saith that his
knowledge of the Defendants Business could not reasonably be
for

That the Signed the same without Attending to the immediate Purport or Condition thereof, is almost scandalous Insinuation that this Replicant had imposed upon him a Deed of different Import than it was found to be, and is equally untrue as is inconsistent upon the face of the Bond, the date Whereof is in the Defendants own handwriting as well as the terms of Payment at the Bottom of the Counterpart by the consideration thereof expressed And this Replicant saith, that it is a most unjust Insinuation that is practised by this Defendant towards the Payment of a just Debt grounded upon the highest and most solemn Obligations and the Law: And this Replicant saith that this Defendant doth not shew that there was any Account whatever stated or mutually settled or agreed upon to be due and owing at the time the said Bond was given, in contradiction to this Defendants own act and Deed, which declares it a valid, real and Legal Consideration and debt due to the Defendant as aforesaid to be, And that the Answer Answer by this Replicant did not amount to higher, if it had been in the Power of this Defendant to have given it, as this Defendant well knew it, and it cannot be doubted but that this Defendant did take a latitude from this Replicants reference to this Defendants Option of stating his services according to his ability, and that he did estimate them by this moderation in his own knowledge and this Replicant did give this Defendant the preference to all other business whatever and was almost totally occupied and employed for this Defendant from about April One Thousand Seven Hundred and Seventy Nine to April One Thousand Seven Hundred and Eighty during which time the Defendant frequently lamented his incapacity to compensate this Replicant for his real services to him, all this this Defendant hath in this Answer suppressed therein and thereby denied the indictment However by reason by Alledging that the only business this Replicant was employed for by this Defendant was against the aforenamed John Douglas and Dawsonne Drake, Notwithstanding this Defendant in his Possession of the Proceedings of the aforementioned Bench of Justices which Lasted from Eight a Clock in the Morning till Nine and the following Morning, and from Nine

Nine of the Morning on that day until 10 Eight in the Evening, there were Actual Attendance on business of the utmost consequence to the Defendant, And it is not to be presumed that it could be carried on without great trouble and Attention in preparing for it as well as great care and continuation afterwards in securing the Success which it was productive of: This Replicant also saith that the Defendant Concerned in the hands of his Trustees required Constant Attention respecting One matter or another relating to them, and this Replicant saith that he hath been successful in all his undertakings for the Defendant, whether in or out of Court, And he has so frequently Reckoned his Obligations to this Replicant as shew he had no other recompence to bestow, in a manner that would be shewn to be Mandatory in this Replicant favour: And this Replicant saith that that Bill of Review in Question was brought forward by this Replicant with all possible Expedition the nature of the business would Admit of but this Replicant saith that there were many overtures at different times made from the Administrators and their Attornies, between the time of this recommencing the Defendants business and the filing of the said Bill by this Replicant and the said Mr. Bromley.

And this Replicant saith that the Defendant hath not in the said Delay as entirely owing to this Replicant, without Shewing to the Court that the said Suit and Bales and other proceedings Against the Estate of the said Dawsonne Drake were at different times Suspended by overtures of Accommodation by means of Arbitration and otherwise, and this Replicant doth maintain that neither Mr. Bromley or he did delay the said Suits or any Account whatever, nor was there any delay further than was occasioned by the different overtures of settlement, which was productive of the last Final Accommodation which took place, And this Replicant doth deny that the filing of the Replication was a Matter of such great importance as is pretended by the

the Defendant, and the Letter wrote by this Repliant Copy whereof is hereto Marked
H. in Answer unto the Defendants Answer thereto, this Repliant to Oppose
against it, that it could not Belong this Defendant Without therefore
Refuse to draw out the Replication but Referred it to Mr. Bramley who was
Jointly concerned in all the Defendants Business, and this Repliant to
Confident from the Kind of this Message that there was no Occasion to Use
Pressing for the said Replication, because no Replication was ever filed to
this Repliants Knowledge upon Oath he believe any was prepared And
this Repliant saith that he Answered every paper sent the Defendants
Different Distances since the resuming the Management of them jointly
With Mr. Bramley except One Bill against the Administrators of
Dawson and Drake which this Repliant Declined signing, because
he did not think he had Materials Necessary for it. The Business was brought
to him for that Purpose by the Defendant, and this Repliant Tells
Them that the Defendant did Never Expressly Dissatisfied with
of the aforementioned Letter which was wrote about the time of the
Signature of the Platten Indian Mans by which this Repliant had Much
Business to Transact, And this Repliant saith
that the Defendant did on Many occasion to Advise with him after
wards respecting every matter Relating to this Suit in Court and of the
Advancement of the Accounts above and has been Sick and Ill Several
Times as may Appear by the following Copy of a Letter Dated the 6th of Sept.
ember One Thousand Seven Hundred and Eighty five the Original whereof
is in this Repliants Possession and Ready to be Produced when Required

My Dear Sir

I Purpose to call and Settle Accounts to day but Am Hinger
ed in my Business by Mr. Bramley Yesterday and Desired that all
Suits might be Withdrawn against the Estate of Mr. Drake by mutual
Party Paying his Own Costs Pray join Mr. Bramley and this to day

Yours

Hy. Dispiny Esq.r

Yours truly

Chas. Drake

The aforegoing Letters is a Palpable Answer thereof the Defendant Asserting that he
Never employed this Repliant in any Business since the Twenty fifth of May
One Thousand Seven Hundred and Eighty five, as well as Every other
Matter charged to the prejudice of this Repliant in the Management of
his Affairs and Shews the Defendant as being satisfied with this Repliants
Management and Advice Therein until he Employed Mr. Bramley and
this Repliant further saith that he was of Material important Service to the
Defendant not only during the first period of his undertaking the Charge of
the Defendants Concerns General, but also since he again Commenced them
in October One Thousand Seven Hundred and Eighty three, And that it was
Principally owing to this Repliants Advice that the Defendant did not fall
into Measures which would have involved him in Ruin and Life Litigation, and from
which Advice the Defendant Refused to enjoy the full possession of all his
Claims made before this Honble Court, and upon Foundations Originally
laid and Executed by this Repliant, all which the Defendant Refused well
knowing his Circumstances to be such And this Repliant saith that he never
did at any time that the Defendant was not able to pay, make any Demands
of Money nor would the Ballance Remainder payment of this Defendants Bonds
if he had not known that it was in the power of the Defendant to discharge
it, and which he therefore thought it was the duty of the Defendant to do,
More especially as he was enabled thereto by Monies which were in fact
Furnished him by this Repliant to a very important Amount

And this Repliant further saith that the Defendant disputing to
Pay the said Money now is enabled thereto and upon Groundless illegal
and Dishonourable Pretences a mark of great ingratitude and injustice the Defen
dant having frequently promised to pay the Amount of the Bonds and
also to give Security for the payment thereof and particularly the Defendant
did

And frequently gave it this Replicant to accept as a Security a part of the Jacobs New Consolidated Bond lodged in the hands of Messrs. Pellew and Delisle and Company as a Security for the payment of a Debt by him owing to Terry de la Coombe Captain Cloake and the aforenamed Henry Alexander which Last Creditor having consented that part of the said Bond amounting to the Defendant's Proportion of Nine Thousand eight Hundred and Ninety Pagodas Twenty Nine Fanams and Sixty Nine Cash and which said part the Defendant did offer at different times to assign over to this Replicant as a Security for the payment of this Debt to this Replicant and Particularly under a Bond this Twenty third day of March last past when this Defendant was Obliged to take the Instrument and the said Bond for the purpose of assigning over the same to him as a Security as aforesaid, and this Replicant did make many Inquiries Inquiring the Validity of the said Defendant's Interest in the said Bond which this Replicant having some Legal Doubts of this Replicant did Refuse accepting the same and said Defendant would wait until the Defendant should by his own Interest in this business be enabled to pay it Copy of which Bond Taken from the Original and the Defendant's Handwriting ready to be produced when Required by this Honble Court is in the following Words and Figures

1782			
22d July	That part of the Bond to secure Henry Alexander but now		
	Inserted to him		9819.29.69.
1782			
23d July	Dett Terry Boudet to Mr Savage	1631.21. -	
	Do to Mr Majendie	600. - -	
	Do Rec. Mitchell Messrs Call & Taylor 186. - -		2427.21. -
			7322.7.69.
1785			
23d March	Interest and Do to this Day @ 12 p Ct		3065.20.30.
		Sa Pags	10437.20.29.

And this Replicant Saith that the Defendant has at many other times Acknowledged the Justness of the said Debt by promises to pay the same in Writing and otherwise particularly on the Twenty first and day of September and fourth October last past wherein the Defendant

in their Letters sent as Answer to two wrote by this Replicant Reminding the Defendant of his Demand and Requesting his cheque as it being Convenient for the Defendant to pay it, Neither Requests himself as in the following Copies which he prays may be Admitted as part of this his Replication and the Originals whereof are in this Replicants Possession and Ready to be Produced when Required by this Honble Court

Dear Sir

I Received Your note wherein I was in the Fort or should have Answered it Immediately and Intended calling on You Yesterday, I have been trying to raise Money but have met as Yet Disappointed, only in the sale of that Publicate House. Depend upon any thing in my Power which I do. I shall be at Town to Attend for the Arrival of Bellini Bayley's Suit.

22d Septr 1785
Gardens

Dear Sir
Yours truly
Chas Darke

Dear Sir

I am doing all I can to raise Money as I do Assure You I shall Know to day only I have borrowed 300 Pags from Cashavasa I had not a fanam for my current Expences I am Dear Sir

4th October 1785

Yours truly
Chas Darke

This Replicant Prays to observe that the foregoing Instruments are Matter under Different times Impressions than what are Examples of the Defendants Answer, and are Inducements to Table Conformations, if any can be required, of the Injustice of this Replicants Debt, and Shew that the Defendant Must have been very unmindful at the time he made Oath to his Answer, Wherein he denies to be indebted unto this Replicant in the Sum of Two Thousand three Hundred and twenty eight Pagodas Fifteen Fanams and Seventy two Cash or in any other Sum or Sums of Money Whatsoever Because the Defendant Knows that he do Stand indebted

indebted to him in that Sum, and so any other Sums, the usual Bills of Parcels & Acknowledgements in his Letter of the Twenty Second September Last, the Defendant did Undertake and Promise this Replicant for money Lent and for Services then said Bond was granted And this Replicant Saith that the Defendant designing & contriving how Debt with Usury to Compel this Replicant to Relinquish his Demand or to Resign of Nabobs Consolidated Bonds, which the Defendant flattered himself this Replicant Would Rather do than carry on the Suit against the said Calumnies exhibited against him as an Attorney of this Honble Court, But this Replicant Saith that he is well Satisfied with the Rectitude of his own Conduct, And that this Honble Court upon the whole of this Transactions Will Shield Defendant from the first Principle of his undertaking this Defendant conceives, at least as far as his Duty to himself and his Professional Character would Allow, this Replicant was determining himself at Liberty to follow the example of the Defendant by betraying that mutual Faith and Confidence which is usually Generally Supposed to exist between Attorney and Client but which stands also sanctioned and warranted by the Law.

And this Replicant answering Saith that Bond supposed in his Said is found it was given upon no other Consideration than that in the Answer supposed and allowed of and which Was a good legal and Valid Consideration and one that was good legal and Valid in Reality and Conscience at the time of executing the same and Remains remained so without any legal Impeachment thereto, nor could the same be Defeated or Limited by any pretended parol Agreement to the Supposing thereof being, which this Replicant denies that there was it being a Rule in Law that no Answer was said Bond by reserving a delivery thereof upon Condition, unless such Condition be in writing, and this Replicant saith that this Defendant Must easily have known of this Replicants Circumstances by being a particular, and so cannot was Pal upon this Guard, and well Knew what he had to Trust to, And this Replicant

(427)

Replicant saith that Whereas that he justified this Replicants Opinions of this Defendant, for as this Defendant Saith to Satisfy himself of the Consideration of the Defendants Bond, from misconceived by passed Services, into One to be created by services not then performed, it would be a difficult question for the ablest Law Casuist to determine, what Bond would have made upon Bond respecting the Receipt of Money as the Consideration thereof. And this Replicant doth absolutely deny that he received the amount of the Bill of Costs against John Douglas from the Defendant, but in the manner before set forth. And this Replicant Denies any manner of Agreement with this Defendant to receive the Sum of Two Thousand and Five Hundred Pagodas or any other Sum or Sums of Money previous to or pending the said Suit against the said John Douglas, But that this Defendant did Voluntarily present this Replicant with the Sum of Two Thousand and Five Hundred Pagodas in part performance of his promise to give this Replicant Five Thousand Pagodas, and which was Voluntarily made by this Defendant Subsequent to the Settlement of Accounts between the said Defendant and the said John Douglas, and which said Sum was given and Accepted of the said Suit and on Account of no other Consideration whatever, And doth deny that his receiving any money from this Defendant after the said Suit was Withdrawn is contrary to Law and the Standing Rules and Orders of this Honble Court nor is the same therefore fraudulent or unjust, this Replicant doth deny all the Charges of Alterations or neglect in any part of the Defendants business at any time before or since the granting of this Bond upon which this Action is founded, which this Replicant saith was given and granted for Services past and done, And this Replicant hath a right to have full payment thereof And respecting Business so done and this Replicant hath a just and legal right of Action as a separate and distinct Account

And

And this Replicant saith that having thus generally denied the Narratives of his Transactions in Business and many Matters with the Defendant, he now more specially for answer to the Bill and discovery of this Honble Court praying that this his Replication may be admitted as part and parcell of his Answer to the Defendants Cross Bill, and in like manner that the said Cross Answer may be admitted as part and parcell of this his Replication, humbly hoping that no part thereof which he hath herein denied and shewn all Motives of justice to himself as an Attorney may prejudice him as a Suitor, this Replicant having from that time been compelled to undertake a Redress of Matters which have no relation with his present Answer and which he found depend upon a Penall Bond or Obligation for the payment of Many Pagodas acknowledged by the Defendant to be justly due and owing, for which he craves a Decree According to the Prayer of his Bill and also exemplary Costs for the Defendants Conduct

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 hath already prayed.

Wm Dunn
Atty Regt

Filed 28th March 1786

(129)

The Amended Cross Answer of Henry Dunn Gent One of the Attornies of this Honble Court to the Cross Bill of Charles Darke of Madras Merchant

The Defendant Now and at all Times hereafter saving and Reserving unto himself all and all manner of Benefit and Advantage of Exception to the many Errors uncertainties and Insufficiencies in the said Cross Bill Contained for Answer thereunto or unto so much thereof as he this Defendant is Advised to be Material for him to make Answer unto, he this Defendant Answereth and saith that he denies to be indebted unto the Complainant in the Sum of Three Thousand and Three Pagodas, and four Fanams, as the same is unjustly Charged in his Cross Bill and Account Current thereunto Annexed But on the contrary this Defendant saith that the Cross Complainant Is justly and truly indebted unto this Defendant in the full and just Sums of Two Thousand three Hundred and Twenty eight Pagodas Fifteen Fanams and Seventy two Cash, According as the same is charged and set forth by this Defendant in his Original Bill of Complaint, as also in Sundry other Sums of Money for Cash lent and Business done since the execution of their Bond upon which his Action is founded, And which he this Defendant denies to be given under false Promises and Assurances, but doth maintain that the same was given for a valuable Consideration and that which is therein expressed and Allowed of. And this Defendant doth Maintain that the Cross Complainant is bound in Law, Equity and Conscience to pay the same. And this Defendant saith that as the Cross Complainant hath not Answered this Defendants Replication and this Defendants Answer as a sufficient Answer to his Cross Bill of Complaint, which this

this

This Defendant was Ready to Adopt from the Irregularity of the Cross Bill and Referring to his Answer, this Defendant Craved all further Exception, and as a full Answer to the said Bill and to the several Interrogatories therein Exhibited doth Answer and say that he Admits it to be true that the did Receive the full Amount of the Bill of Costs mentioned in the Answer thereof Annexed unto the Cross Bill from Major Hamilton from any other person or Persons whatever. And this Defendant saith that some time after the Suit Commenced by the Cross Complainant against the said Colonel Douglas was withdrawn this Defendant Received their Bill of Costs of the said Colonel Douglas, that this Defendant Returned with the Bill and Letter from Samuel Johnson Esqr Desiring on behalf of the said Colonel Douglas a Moderation of the said Bill of Three Hundred Pagodas, that Thereon four Letters passed between the said Samuel Johnson and this Defendant and answers whereby this Defendant Reduced the Amount to four Hundred Pagodas, and which he Rider received he believes thereabout the Seventh of April Last. This Defendant received Seven Hundred and Eighty Seven Pagodas of Major Hamilton on Account of the said Colonel Douglas, because this Defendant Debited and entered in his Company Book of that Year and Returned the following Words and Figures 1780 7th April Received of Major Hamilton Account of Mr Douglas which Paid Him the Amount of Rs. And this Defendant Saith that he did only Receive the Sum of Four Hundred Pagodas on Account of the said Bill, that he always believed, as he now does, that the same was paid by Major Hamilton on Account of Mr Douglas and not on Account of the Cross Complainant, this Defendant answer having heard or known directly or indirectly that the same was paid by the Cross Complainant before the filing of the Cross Complainants Answer, And this Defendant Ridgives a Receipt to the said Colonel Douglas for the said Sum of Four Hundred Pagodas, And this Defendant saith that he cannot Admit or Account for the said Bill of Costs being paid by Persons of the Cross Complainant, And he does Verily believe that he must have received thereto

thereto by some unfair means, as he never Appropriated the same to such purposes. This Defendant Acknowledges that he did Receive from the Cross Complainant the Sum of Two Thousand and five Hundred Pagodas after the said Suit had been withdrawn in part performance of the Cross Complt Promised Subsequent to the Settlement and Recommended as and thereof, to give this Defendant Two Thousand Pagodas as a Present Gift or Gratuity for Recompense and compensation for his Advice, Skill, Management and Exertions in the said Suit. This Defendant Admits that the Cross Complt did at the time of paying him the said Sum of Two Thousand and five Hundred Pagodas say that the same was given by the Cross Complainant as the Share said to be due to this Defendant out of the Monies Received from the said Colonel Douglas under and by Virtue of an Agreement made and entered into by the Cross Complainant and this Defendant, by Which it was Stipulated that this Defendant should Receive One fourth or Quarter Share of all such Sums of Money as should be Recovered from the said Colonel Douglas by this Defendant as an Attorney of this Honble Court, and that over and above the full Sum of any other Costs Charges said to be due by the Cross Complainant, the whole Charges being all Malevolent and Vexatious Cross Complainant, the whole Charges being all Malevolent and Vexatious false and Groundless, Because, when the Cross Complainant Rid bring the said Sum of Two Thousand and five Hundred Pagodas he did not say any thing further thereon than that he did a few Days hence would bring this Defendant a further Sum of Two Thousand and five hundred Pagodas in full Performance of this aforementioned promise, which this Defendant then Thought was free and Voluntary. And this Defendant Admits that he was served with the said Suit against the said John Douglas unless the Cross Complainant agreed to allow him a fourth or One Quarter Share of whatever he might Recover from the said Colonel Douglas, And Admits that he made any agreement whatsoever of that Kind or Nature with the Cross Complainant, And that so far from having

having made any Agreement with the Cross Complainant, this Defendant
did at least know of any Matter relating to the Accommodation which afterwards
took place, until this Cause was finally concluded, and that it was not until
after such final Conclusion that the Cross Complainant made any promise,
and that the aforesaid Promise was not even made upon any Application
Request or Prayer made directly from this Defendant but freely
and Voluntarily made by the Cross Complainant this Defendant doth not
think himself bound to give any Opinion, as he is asked to do, upon the
Matters of Law whether such a Regulation or Agreement was or was not
fair and equitable or conformable to Law and agreeable to the Rules and
Practice of this Honble Court, Because it would oblige him to give an Opinion upon
a Case that never did exist, but is merely a Wicked fabrication of the Cross
Complainant for the purpose of gratifying his Malice and injuring this
Defendant and the good Opinion of this Honble Court, the Cross Complainant
appearing thro' the whole Course of the proceedings totally regardless of any
imputation he may bring upon his own Character so as he may effect
his purpose of injuring that of this Defendant, And further this Defendant
doth not conceive it proper for him to give an Opinion of what can only be
determined by the Judgement of the Court the said Interrogatory is therefore
irregular and impertinent. And to Answer to the Interrogatory whether
this Defendant had or had not after receiving the said Sum of five hundred
and three Pagodas and two thousand and five hundred Pagodas any other
demands against the Cross Complainant and of what Nature and to
what Amount, This Defendant first denying the Receipt of the said Sum of
Five Hundred and three Pagodas from the Cross Complainant Saith that
the Sum of two thousand and five Hundred Pagodas was specially for
and on Account of one particular Suit for the special purpose before mentioned
for the and no other purpose relating to any other Suit or Business to this
Part per performance of the Cross Complainants promise subsequent to the
Settlement and Accommodation of the said Suit as aforesaid This for-
Gratuity

Gratuity and Recompence and Recompensation for his Advice, which he
Management and Exertions therein And as to the other Account to whatever
And this Defendant saith that he had other Demands, the Nature whereof
is as follows that is to say this Defendant Saith that about the Month of April or
May in the Year of Our Lord One Thousand Seven Hundred and Seventy
Nine this Defendant did Undertake sundry important Suits on
behalf of the Cross Complainant on the event of which the Cross Complai-
nants fortunes did entirely depend Particularly two Suits against
Dawsons Drake and One against this Trustee, And also three Suits
Against Persons who the Cross Complainant Misapprehended to this Defen-
dant were principal in involving his affairs by extorting from him
sundry large Sums of Money under several usurious Contracts, two
of which had previously the Cross Complainant upon Motion that
this Defendant was led from the Representations of the Cross Complt
to be of Opinion that he might be of Service able to him in his Affairs
and did therefore, after an investigation of their different branches
cause to be employed Whereas this Defendant having satisfied
himself upon the Examen of the Cross Complainant Having been
Abandoned by his former Attorney, and this Defendant Saith that
the first Suit which he brought forward was the Recommencement and
Against the said John Douglas but this Defendant did not receive any
Particular for which as hath been insinuated by the Cross Complainant
but that the Cross Complainant did to the best of this Defendants Recolle-
tion and belief upon his first employing him and his Answer
given this Defendant Fifty Pagodas and did few days afterwards give this
Defendant One Hundred Pagodas out of which the Cross Complainant
did almost immediately after borrow the Sum of Twenty or Thirty Pago-
Which Two Sums this Defendant Saith are the whole and all that
this Defendant did at any time receive from the Cross Complainant on the
Sum

Learn of him. That this Defendant Redirected upon the Management of the Cross Complainants Business as well the Interest Directions he did Shew and did and all that he transacted for the Cross Complainant Considered only the immediate Advantage that might Accrue to him from a temporary Success, but Did alone Entirely Intimately Join to the Interest of the Cross Complainant In all Matters Relating to his Concerns which Immediately Shall Stand from a Variety of Concurring Circumstances Well Planned and Arranged State, and Required not only the Skill of an Attorney but the Discrete-ness the Discretions of Friendship to Manage and Remove, That this Defendant Did Act in that Limited Capacity in public and Industrious as well as the Success that has Attended the Cross Complainant there-from, That this Defendant was Generally employed in all the Cross Complainants Business from about April One Thousand Seven Hundred and Seventy Nine, until about April One Thousand Seven Hundred and Eighty, During all which time this Defendant was almost totally Occupied and Employed in the Service of the Cross Complt Giving him the Precedence in all Business, And this Defendant Saith that it Cannot be possible for him to Enumerate the Varied Services and Attentions he paid to the Cross Complainants Business for that all Matters Amount Whatsoever Examined Questioned & Particularly as the Cross Complainant shall Insist upon for Every Year Said Years of all this Defendants Diligence and Private Letters, and Which he Cannot Withdraw from this Defendant parcell by parcell Wherefore Not Sufficient and Designing a Manner at this Circumstances Seems wholly unacquainted by this Defendant And this Defendant further Says He That he Did not Recommend the Capacity of an Attorney for the Complainant but Understood that of a Counsellor and in Neither Case Judicial Capacities of which a Charge could not be made According to the Table of Fees, but only by the Cross Complainant Himself, who was the best Judge of the Trial Services this Defendant was to Mind, And this Defendant Saith if the Cross Complainant had Year Forward all his engagements to this

This Defendant, he would Never the less remain a great Loser from Having Regard of the Recompence to expence of Time and Trouble this Defendant had and did take in the Cross Complainants Affairs, and this Defendant saith That When the Uncertain Situations of the Cross Complainant is Considered and that it was more than Probable that he would Never receive any Recompence or Reward for his Successful Exertions for the Cross Complainant, and that there was a time when the Cross Complainant was so far from being able to Reward this Defendant, that he Did not only Imagine it Necessary, but Did Earnestly Urge to the Cross Complainant, that he should Petition the Court to be Admitted a Suitor in forma Pauperis, that this Defendant Did Not Receive any Recompense worthy of mentioning except the aforesaid Two Thousand and Five Hundred Pagodas, The means of Paying which Were and Advantage instead of a Loss to the Cross Complainant, This Defendant Saith Do when these Things are considered, and that the Cross Complainant is now in Circumbred Situation The Cross Complainant is Entirely owing to the Exertions of this Defendant and that the Cross Complainant Doth Not Deny his own Bond for Such Services Due and Therein Acknowledged to be Due this Defendant is confident that the Conduct of the Cross Complainant Tending Praying that this Bond may be Cancelled will Appear to this Honble Court in the Proper Light the Reward of this worthy of, And this Defendant Saith that the said Sum and he had on the Cross Complainant after the Receipt of the aforesaid Sum was for a General Attention to the Cross Complainants Affairs as hath been before set forth, The Amount whereof this Defendant Saith Could Not be equalled by all the Obligations and Engagements the Cross Complainant hath Thus shamefully broken This, And particularly in the Cross Complainants Demands upon the aforementioned Dawsonner Drake respecting One of which Is That for a certain Messuage House and Garden Plate Furniture

Journal there and other Effects there was an Action commenced and a Cross
Said Previous to this Defendant Undertaking the Management of this
Affair, that the Cause was very special And the Amount Important, that
there was a Trial of the Merits of the Right of the said House by a Bench
of Justices, which was held upon Monthly Plaintiffs May One Thousand
Seven Hundred and Seventy Nine upon a Charge Against the Cross Com-
plainant for a forcible Detainer, and there was also an Action brought
by the Cross Complainant for quiet Possession of the said House and to
deliver up the Cross Complainants Bond to the said Dawsonne Drake
Upon payment of the same being overdue, And this Defendant sheweth
that the first Day of the said Trial did last from about Nine of the
Morning until Eleven of the next Morning and from Nine the following
Day until Eight of the evening, that this Defendant was Employed
before the said Trial to prepare for the same and after hearing to the
Cross Complainant the Success he had Obtained by this Defendants
Means, that the Cross Complainant was about that time much hurt
by reason of a Warrant of Arrest then in force against him at the Suit
of Charles Smith and Samuel Johnson Esqrs Attorneys of John Cooke
of London, which was made the Cross Complainant think proper to
Conceal himself for several Days, that it was principally owing to the
Management of this Defendant And his constant Attendance
Upon him under these circumstances, that the Cross Complainant was
saved from being Arrested, which gave him Time to procure money
to pay the Amount of this Debt to the Amount of Two Thousand Eight
Hundred and Twenty Pagodas, and which he procured this Defen-
dant on the Durbar, and was paid to this Defendant, that to the
Cross Complainant did take that Opportunity of shewing his Obli-
gations to this Defendant by making the said Money his own property
by Acknowledging the same to have been Paid by this Defendant,

And

And which this Defendant Verily believes the Cross Complainant did duly
intend and meant to be as the same is fully expressed in the Copy of the Bond
and Endorsement Annexed to the Cross Complainants Answer, and which
in Order to make the same more Valid and binding the Cross Complainant
did Require of the said Dawsonne different Instruments in different Writ-
ing this Defendant was engaged to prosecute for the Cross Complainant as
Appears by the Exhibits C. D. E. E. G. also Annexed unto his Answer
Expected, which the Cross Complainant in his said Answer hath given
a Most unreasonable and false Representation, And this Defendant saith
that that the Cross Complainant did not Demand from him the said
Bond at the Time he so paid him the said Sums of Two Thousand and five
Hundred Pagodas, which he knows that he did at the very instant Account Sixty
incommoded with, As it was fact was, nor did the Cross Complainant ever
Demand the said Bond, which was Ultimately Delivered up upon an
Amicable Adjustment which took place upon the execution of the Bond
upon which this Suit is founded, And this Defendant saith that besides
the said Trial before the said Bench of Justice and Action for a forcible
Detainer Sundry Copies of this Bill for which were made as well as of
other proceedings therein were made out, to distribute among the Judges,
Jurors for the Governor and the Cross Complainants Private Applications,
this Defendant was also employed at the time in the Affairs of the Cross
Complainant therein under trust, that in Order to frame a Ground of pro-
ceeding against the Trustees either for the purposes of bringing them to a
coincidence with his Views or compelling them thereto, this Defendant
Prepared by the instructions of the Cross Complainant a Protest wherein
is set forth the State of the Cross Complainants Affairs at the time of
his failure, And the whole of their Conduct thereupon, comprising six
Hundred and Twenty Sides, which alone for drawing Copying and
Registering, all which was Actually done at Eighteen Fanams each Side,

Without

Without Noticing the Numerous Allowances incident to such an Act
Amounts to Nine Hundred and Thirty Pagodas, but which Sum not
Was not Delivered to the Cross Complainant until after the Receipt
of the said Two Thousand and four Hundred Pagodas, the same being
first Delivered in the Month of March One Thousand seven hundred
and Eighty, And this Defendant did also with great Expence of time
and trouble Investigate the whole of the Cross Complainants Concerns
With his Trustees to the exclusion of every other business, as well as that
Suits the Cross Complainant undertook against Henry Alexander and
Anna Chetham Mondelear as also certain Actions the Cross Complainant
did threaten to commence against a French Merchant Named
Ferry de la Combe for the Delivering up and cancelling a Bond for two
Thousand and five hundred Pagodas the Cross Complainant pretended
was given upon an illegal consideration And this Defendant Rely
Verily believes that this Advice to the Cross Complainant Discarding him
from commencing the said Actions was the Cause of the Cross Complainants
Behaviour towards him, otherwise this Defendant cannot Account for
the strange conduct of the Cross Complainant in employing another
Attorney in March One Thousand seven Hundred and Eighty without
Discarding this Defendant, at a time that there existed
the greatest seeming confidence between the Cross Complainant and
this Defendant, without that the Cross Complainant will withdraw himself
from a sense of Shame for the breach of his own Voluntary Promise this
this Defendant Saith therefore that from the Situation of the Cross
Complainant, from the Variety of Business he was employed in for the
Cross Complainant, which were in great part extraordinary and such
as cannot come under the Description of the Table of Fees, this Defendant
cannot Allow for any other Amount of this Demand at the time
of Receiving the said Sum of Two Thousand four hundred

Pagodas nor afterwards further than he hath done in this his Cross
Answer and in his Replication to the Cross Complainants Original
Answer, whereby it will Appear that the Cross Complainant was sensi-
ble of this Defendants Services to him, And that he estimated them at
According to their real Merit but According to his ability, and this
Defendant Acknowledgeth that he did give a Bill of Complaint upon
the Bond before mentioned, for the Sum of Two Thousand Pagodas, And
that the same was given by this Defendant for Business Actually done and
Allowed to be done and estimated by the Cross Complainant himself
and not for Business to be done, And this Defendant denies that there
was any Declaration or explanation by and between the parties at the
time of executing the said Bond, further than that the Cross Complainant
Came prepared in consequence of a Private Accommodation between this
Defendant and the Cross Complainant with the Accommodation Interest Bond,
that upon the Cross Complainant being about to Sign the same, this Defen-
dant did produce the Bond in question, which he had prepared for the
Execution as far as possible of all disputes in future, that the Complain-
ant did carefully and deliberately read over the same and did in
his own hand Writing fill up the Spaces for the date thereof and the term
of payment, which were left open and did afterwards freely and
Voluntarily Sign the same, and the Cross Complainant that also frequ-
ently Since the same hath been due promised to pay the same and also
to give Security for the payment thereof and particularly by proposing
this Defendant to Accept as a Security a part of a Nabobs new Consoli-
dated Bond, And did also promise to pay the same in and by two
Letters Annexed unto this Defendants Replication the particulars
Whereof are fully and truly stated therein, And did moreover
Since the Commencement of this Suit tender payment of the same
Taylor the Register of this Honble Court of Nabobs consolidated
Bonds

Bonds, And this Defendant Admits That he did Neglect the Cross Complainants business after he had Received the said Bond nor did the Cross Complainant Order that Defendant employ another Attorney to conduct the same because Mr. Charles Bromley was employed for the Cross Complainant at the time of this Defendant receiving the Cross Complainants business and was employed jointly with this Defendant until the same were finally terminated and Withdrawn.

And this Defendant Saith That the Bill to Shew unto this Honble Court That the business he was employed in for the Cross Complainant Were of that Nature and Intention as became under the Directions of the Table of Fees, but that they were of that Nature as Did Require great Care importance, That they were estimated by the Cross Complainant themselves Not According to their Real Merits but According to his own Ability not Upon Bills of Fees being produced but upon an Estimate of this Defendant Services under the Denomination of business done and Laundry Suits, This Defendant therefore Saith That he has taxed Bills of Fees Taxed Previous to the Date of the said Bond which he Stands Ingaged to answer Merit as far as Does of that Nature are Sanctioned and Authorized by the Law. But is Ready to give every Satisfaction in this power That Defendant Prays to be produced an Account of Fees taxed for Attorneys Services in the Execution of the said Bond Amounting to One Hundred and forty One Pagodas and Thirty two Fanams the Originals whereof this Defendant will Produce when Required Hereto.

And this Defendant Saith That having fully Answered the Several Interrogatories which is Exhibited in the said Cross Bill this Prays to be Specially to this Replication Touching the particulars of this Demand praying That the same may be Admitted as part and parcel of this his Answer the Whole of which the said Replication so far as concerns this Defendant to own Act and Deed is true, and as far as concerns the Act and Deed of any other Person he believes to be true.

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 Mannerfully Sustained.

Anjengo Fort Court
March 28th 1786

James Taylor
Regr

Hy Du Pre
Hy Du Pre
Attey Defendant

Account of Fees Accruen upon Taxed Bills since the Execution of the Cross Complainants Bond to this Defendant for which he hath brought this Action

1784

May	3d	Conveyance Bill not Taxed for Drawing out Special Assignment and Letter of Attorney to Captain Hanna Stewart of Nabobs now Consolidated Bond for Pr 7000	Pr	10. 9. "
		for Drawing the Payment of Pr 2901 " "		3. " "
November	30th	Taxed Bill Mrs Mauranbadon Mondu Moodelly		22. 9. "
September	15th	Do Mrs Bailey		3. 21. "
1785				
June	16th	Do Mrs Richard & Henderson		3. 21. "
	22d	Do Mrs Robert Henderson		4. 33. "
July	9th	Do Mrs Zachariah Pollock		41. 11. "
September	6th	Do Mrs Barlow Admr of Drake		47. 30. "
		Do Mrs Do		
			Pagodas	131. 32. "

Hy Du Pre
Attey Complt

Filed March 28th 1786

The Rejoinder of Charles Drake of Madras Merchant Defendant to the Replication of Henry Du Pre Esqr of the Attorneys of this said Court 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 by said Answer is true certain and sufficient in the Law to be Replied unto and further saith the same by him said Answer he hath Already said and doth and will at all times aver maintain and prove all and every Matter and thing therein contained to be true certain and sufficient in such Manner and form as the same is in Alledged and Expressed and this Defendant saith That the Replication of the said Complainant is 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 That the Bond named to the Complainants bill of Complaint was given and granted by this Defendant upon these Conditions That the Complainant should Diligently Attend to and carry on all such Business as this Defendant then had in this Honble Court and in particular that he should file a Bill of Review in behalf of this Defendant against the Estate of Dawsonne Drake, and that the Complainant should deliver up to this Defendant a certain Bond or Obligation granted by this Defendant to Charles Smith and Samuel Johnston Esquires for John Cooke of London Esquire which the Complainant unfairly and unjustly with held this the same and such sums fully

fully and entirely paid by this Defendant as in fully fairly and truly stated in this Defendants Answer; And this Defendant further saith he will prove to the Satisfaction of this Honble Court that the same were the only Conditions and which the Bond named to the Complainants bill of Complaint was given and granted by this Defendant, and not for any Business therebefore done by the Complainant as is untruely and unjustly set forth in the Replication of the Complainant as this Defendant always did and still does consider himself free from any Demands for money Made or to be made by the Complainant, he having as he humbly conceives fully paid and satisfied the Complainant for all Demands whatever And this Defendant for further Rejoinder saith That the Complainant Never did transact or carry on any Business for this Defendant after having received that Bond now before this Honble Court but did entirely neglect the same to the great Loss and Disadvantage of this Defendant, this the bond now before this Honble Court was given and granted by this Defendant and Order to induce the Complainant to proceed with Expedition and Effection the Business of this Defendant. And this Defendant for further Rejoinder saith That the Protest which the Complainant Asserts in his Replication was a Work of so much Labour and Trouble to the Complainant, and Attended with so great an Expence, was in fact and in Deed drawn and written by this Defendant as will more fully and at large Appear by the Copy of a Letter hereunto Annexed Marked A for the Inspection of this Honble Court the Original of Which is in the Hands of this Defendants Attornies and ready to be Produced whenever this Honble Court shall require, and that the Complainant never did Assist therein, or drawn or written the same for which Reasons this Defendant humbly conceives the Complainant has

Has not any Right to set forth that the said Protest was willingly by him, or make or Allege it Time to any Charge for the same. And this Defendant doubts not but this Honble Court will clearly see and perceive that the Conditions on which the Bond now before this Hon^ble Court was given and granted have not in any manner been complied with by the Complainant, and of course that this Defendant is fully justified in delegating the said Bond, that the Defendant had thereby amply and generously given the Complainant for all Business, and submits to the judgment of this Honble Court if it ought not to be thereupon dismissed with this reasonable Costs and Charges in this Behalf sustained. Wrongfully sustained.

All which Matters and things this Defendant is ready to aver Maintain and prove as this Hon^ble Court shall direct and humbly prays as in and by his Answer he has already prayed.

P. Spencer
J. Grierson
Defend^ts Attys

A

D^r Sir

Use wholly out of any Power to give you any Business
that I must have speedily be done by Tuesday – if You will come with the Plans
I see part of the protest – I will do the rest & will observe all You have mention
You have a Receipt –

Yours truly
(Signed) H^y Du Pay

6th Aug. 1779

To Mr Darke

Filed 23^d April 1786.

To the Honorable the Mayor's Court

The Replication of Charles Darke of Madras Merchant Complainant to the Amended Cross Answer of Henry Du Pay one of the Attorneys of this Hon^ble Court 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 Uncertainties and Imperfections in the said Cross Defendants said amended Answer contained for Replication thereunto saith that all and singular the matters and things in his said Cross Bill contained are just true certain and sufficient in the Law to be answered unto in such manner and form as the same are therein and thereby Alledged and set forth and that the amended Answer of the Cross Defendant is very untrue uncertain and insufficient in the Law to be replied unto, and this Replicant doth maintain that the said Cross Defendant is justly and truly indebted unto this Replicant in the full and just Sum of Three Thousand and Three Pagodas and four fanams as is justly and truly Stated and Alledged in this Replicants Cross Bill of complaint, and that he is not indebted to the Cross Defendant in any Sum of Money whatever because the two Sums of Two Thousand Five Hundred Pagodas and Five Hundred and three Pagodas paid by this Replicant to the said Cross Defendant were given and paid in full of all Demands whatsoever as he hath already set forth & Wagers on Oath in his Answer to the said Original Bill and this Replicant for further Replication doth aver & rely upon and in support of what he hath Stated and Alledged in his Answer to the said Original Bill that the Bond whereon the Original Bill is filed was for Business to be done and not

Done

Thirty Already Declared that having settled with the Representatives of the said Dawsonne Drake in an amicable manner He gave Directions to the Cross Defendant to withdraw the Proceedings in the Cause for the Prosecution whereof the said Bond was given and having so withdrawn the said Suit and all Proceedings thereon had the said Cross Defendant sometime thereafter to wit in the Month of October in the Year One Thousand Seven Hundred and Eighty five wrote to the following Letter to this Replicant Viz.t Dear Sir Give me leave to remind You of the Payment of my Bond it is given for Business so You have known well and deserves Ought to be paid Without Delay Dear Sir Yrs Truly signed H. Dudley Which strongly manifests that the said Bond was given and granted for Business to be done and not for Business Actually then done and the Same being so granted which said Letter is the proper hand Writing of the said Cross Defendant this Replicant Prays may be taken as part of this his Replication and the Original being in the Possession of this Replicants Attorneys and ready to be produced when required And this Replicant for further Replication saith that the Cross Defendant did really and truly receive the Amount of the Bill of Costs as mentioned in this Replicants Answer to the Cross Defendants Original Bill and this Replicant is much astonished and Surprized how the said Cross Defendant could Swear as he does in and by his said Amended Cross Answer that he did not receive the said amount of the said Bill of Costs when there is a Receipt for Acknowledgement to the same in the Hand Writing of the Cross Defendant and the Possession of this Replicant and ready to be produced when required and this Replicant doth aver and is ready to aver that he did not obtain the said Bill of Costs unfairly or by any unlawful Means the same having been sent to Him by Major Maule and this Replicant for further Replication saith that the Sum of Four

Thousand five hundred Pagodas which the Cross Defendant Admits he did receive but not under and by Virtue of the Agreement stated in this Replicants Answer to the Cross Defendants Original Bill was really and in fact given by this Replicant According to the Terms of that Agreement for that the said Cross Defendant did refuse to prosecute and carry on the Suit Against Colonel Douglas upon the Commonwealth Customary Fees Allowed by this Honble Court will Clearly appear by the following Letter in the proper hand Writing of the said Cross Defendt Viz.t "Dear Sir I cannot help expressing my Surprize at Your Silence to my Letter of last Friday You must be sensible how much "it is Your duty to satisfy me by your forming Your Promise to me You know if I had not assisted You in the manner I have You "Would Answer have Acted in Your Power to make it Void And the Nature "of the Business being of such a Cash that no one would undertake it upon the Common Considerations I therefore claim the Performance of "Your Promise which I never from Your Profession imagined I should be under the Necessity of doing and You cannot expect I should exert "myself any further on Your behalf till You have You may consider "Yourself in the Circumstances others but that I can never justify You in "You or any other Persons opinion upon Your complying with this my "Demand I shall forget the Cause of it and return with the same willingness to do any thing in my Power to assist You in Your other Business as for Your Part You know that I can never be regarded as a Satisfaction "finding the Business I speak of Same D.r Sir signed H. Dudley" dated the 4th March 1780. Which this Replicant prays may be taken as Part of this his Replication and the Original when in the Possession of this Replicants Attorneys and ready to be produced when required and this Replicant doth aver that the Contents in the above Letter is

is the Bond belonging to John Cooke of London as is particularly Mentioned
in this Repliants Answer to the Original Bill which was paid by this Repliant
to Messrs Smith and Johnson with his own Money and due Assignment
thereof taken in the Name of the said Cross Defendant for particular pur-
poses which he afterwards Claimed as if she had really and bona fide
taken the same for a Valuable Consideration paid by him and this
Repliant Saith that it is evident from the above Letter that the said Cross
Defendant exclusive of the two Thousand five hundred Pagodas which
she acknowledges to have Received in the manner aforesaid Resolutely
Wanted to secure the said Bond and claim it as his own Property but
also wanted a further sum of Money from this Repliant this Repliant
therefore submits to this Honble Court whether such Stipulation or
Agreement is not contrary to Law and the Rules and Practice of this
Court And whether the unbecoming Language of the Cross Defendant
and their injurious and unjust Reflections made by him in his said
Amended Cross Answer are not Disrespectful and in my proper to be
Used and stated in any Proceedings before this Honble Court And this
Repliant for further Replication said to the Admitted that the Cross Defen-
dant was employed for this Repliant from the Month of May One Thousand
Seven Hundred and Seventy Nine to April One Thousand Seven Hundred
and Eighty but submits to this Honble Court whether the several
Sums of Money Admitted to have been paid to the Cross Defendant
Were not a liberal Recompence and Reward for Four Months Services
as a Linguist in the said Cross Defendant Trading Business of any
Consequence as an Attorney and more particularly as this Repliant
Ans and can prove that the said Cross Defendant Received the said
Sum and declared that he this Repliant was the best Client he ever had as he did all
his Business himself and paid best but this Repliant denies that he
employed

Employed the said Cross Defendant because she had been deserted by his
former Attorney Mr Stephen Popham who Requested this Repliant
to Release him from Account of his Connections with Some of Mr
Douglas's Friends and Recommended the Cross Defendant as a
Person who having but little Business would be better able to Attend to
his Concerns that this Repliant did in Consequence thereof Retain the
Cross Defendant and Release Mr Stephen Popham this Repliant
Absolutely and positively denies that he ever withdrew his Papers from
the Cross Defendant by any unfair or artful Means as he hath untruly
Stated in his said Amended Cross Answer but that upon the Cross Defen-
dants Refusing to go on in this Repliants Business he this Repliant
Retained Mr Edward Ellis One of the Attorneys of this Honble Court
which Mr Ellis and the Attorney of this Repliant Demanded
and did Receive the said Papers And that the Cross Defendant after
having Received the two several Sums of Two Thousand five Hundred
Pagodas and Five hundred and three Pagodas as in justly and truly
Stated in this Repliants Answer to the Cross Defendants Original
Bill did Refuse to go on with this Repliants Business as will fully
and clearly Appear to this Honble Court by the Copy of a Letter Written
and Subscribed by the said Cross Defendant in the Words and Figures
following and Which this Repliant prays may be taken as part of
this his Replication the Original being in the Possession of this
Repliants Attorney ready to be produced when Required Viz^t To Thos
"Spike Esq^r Mr Ellis and I have found that I was under the Necessity of
"disclosing to him the whole and real Cause of my Conduct from the
"Representations You had made of giving me full Satisfaction and
"Pretending to be surprized at my Opinions to the Contrary I now Refer
"You to Yourself if You will Answer me the Justice that is due to me

Yours

You may but I will Chase nothing more to do and Your Name so bill You Perform Your Word and Promise Signed J. Du Pay. And this Replicant for further Replication saith that he cannot Admit that the Cross Defendant can have any Claim upon Him as a Counsellor at Law or as having Acted in the Capacities of an Extrajudicial Capacities as this Replicant Verily believes that the Cross Defendant never was a Member of either of the Honble Societies of the Middle or Inner Temple or any of the Inns of Court which he must have been and produced a Certificate of his being Sworn and Admitted a Barrister of one of the Courts at Westminster before he could make out any Fee to the Emolument or Rights of a Counsellor at Law but the Cross Defendant took up and followed the Practise of the Law in this Country where there is not any Court Held With Competent Powers to Admit any Person to the Rank or Degree of a Counsellor at Law that as to any extrajudicial Capacity the Cross Defendant may have Acted in this Replicant cannot take notice of them as they are not particularly Specified and set forth and as this Replicant does not to the best of his belief know of any Unless the said Cross Defendant Means and Alludes to a private Session held for Two Days at the House of John Whitehill Esquire and Thereby Plaintiff here a Charge was brought against this Replicant for a pretended forceable detainer during Which the said Cross Defendant did file a Bill for quiet Possession of the Premises for the Insufficiencies stated by the Cross Defendant in his said Amended Cross Answer But this Defendant saying that it being the Only Essential Service or Business he did for this Replicant Submitted to the Judgment of this Honble Court whether the said Cross Defendant Has not Handsomely and Liberally Rewarded by this aforesaid two Several Sums of Money hereinbefore mentioned to have been paid by this Replicant in manner and form aforesaid And this Replicant further Submits to this Honble Court the Degree of Credibility that is to be given to the Cross Defendant when he Swears in his said Cross Answer

Answer that it was principally Owing to the management of the said Cross Defendant and his constant Attendances upon this Replicant that he was not Arrested upon a Warrant issued for that Purpose against this Replicant at the Instance of Charles Smith and Samuel Johnson for John Cooke of London Merchant and Attorney as by the said Cross Defendant's Assignment constant Attendances are fully made known to this Honble Court which he will best Appear from a Letter sent by the said Cross Defendant to this Replicant Wherein occasioned the Words and Figures following Viz.t "Mr. Deputy Present his Compliments to Mr. Darke a Summons has been Returned Served "There has been a long Cause to about giving Bail which must be "filed by Thursday next at 12 o Clock so Mr. Darke must look Sharp "Court." And this Replicant for further Replication saith that he Denies that the said Cross Defendant ever urged or even mentioned to him this Replicant to apply to this Honble Court to be Admitted in forma Pauperis this Replicant never having had any intention whatever of so doing and will Aver against the Cross Defendant Assertion that it was owing to his exertions that this Replicant is Now in a free and unincumbered Situation, because if this Replicant was in that state of Poverty which the Cross Defendant Pretends, with that Degree of Justice did the said Cross Defendant so repeatedly urge this Replicant to the Performance of a groundless Voluntary Promise to the enormous amount of Two Thousand Pagodas and which Demand Appears to this Honble Court as an unfounded Assertion And this Replicant further saith that he hath it will Appear to the Satisfaction of this Honble Court that this Cross Defendant did not pay that Attention to this Affairs and Concerns as he hath Pretended and set forth in his said Cross Answer but

but did shamefully Neglect the same and Obliged him to write the
following Letter to the said Cross Defendant Dated Saturday Morning
"21st May 1785 Dear Sir I hope that the Replication is ready for my Perusal
"as I did not hear from You agreable to Your late Promise Regarding it,
"if so not I hope and expect it will be ready for filing on Tuesday, for after
"my having so many of Your Calls and Your so long a time past urging
"the Necessity of Your doing it, & patiently drawn the Materials I have
"furnished You with so nearly Come to Your Hands, and a Attorney having
"told You and Thursday Morning last (which I have often done before) the
"Necessity for filing it and Thursday and my wish that You draw it as
"it was Your said consequently best Acquainted with it, But that if
"You had not thereby that it was any way otherwise inconvenient to
"You to do it, that Mr. Bromley was ready between the Days of Request
"and to Draw it Sam and I have done my Part, and it Ought to long ago
"Mr. Du Pin to have been done, You have now all nearly two days Patience
"with this Business (which is a very serious One to me, as well as to Your
"Friend Dr. Davis) I say look to Mr. Sam that You Filed the Bill of
"Review and Your promises when You Engaged to do, and if Your
"Going on without any Delay in the suit (if You had) should not have
"been so disagreeably situated as You now are, Sam at Present believed it
"near on Eighteen Months ago, and at one stage further taken in it
"I therefore hope that nothing will appear on Your leaving the Replication
"ready by Tuesday, as You promised so even Thursday Morning it should
"be, If there is Any You will let me know and send me the materials
"that I may take them to Mr. Bromley to request him to do it by that
"Day I am Dear Sir Your Most Humble Servant Signed Chas Darke"
and then Confess a Knowledge of which This Replicant has Related in the said

Letter

Letter He craves Leave to insert the following from the said Cross Defendant
Dated 3/4 Past 2. in the Morning of the Day after the above Letter was
Written to wit, Dear Sir I am sorry it is not in my power to undertake
"to finish the Replication by your Court all this it cannot be long, the Reviver
"being so full, I was out Yesterday Morning upon indispensible Busi-
"ness and am now going to Breakfast with Mr. Turing Yrs. Signed
"R. Dupin 3/4 Past 2. M. To Mr. Charles Darke." The Original whereof
is in the possession of this Replicants Attorney ready to be produced when
thereto required and which he prays may be taken as part of this his
Replication And this Replicant for further Replication saith that
Admitting that the Protest mentioned in the amended Cross Answer
Was of the magnitude & in the manner pretended and set forth Yet the
Most material part thereof, namely the narrative was entirely
Drawn and written by this Replicant as will more fully and clearly
Appear by the following Letter written upon that Occasion by the
said Cross Defendant to this Replicant and which he prays may be
taken as part of this Replication Viz. "Dr. Sir, I have totally out of my
"Power to give you some Business so that must Necessarily be done by
"Thursday - If You will go on with the narrative part of the Protest
"I will do the rest and will be with You as soon as You have done it
"Yrs. Truly Signed R. Du Pin 6th Augt. 1779." The Original whereof
is in the Possession of this Replicants Attorney ready to be produced
when required And this Replicant doth aver and will evidence
"and Prove that notwithstanding the said Protest was so written
and Drawn by him Yet that thereupon and Delay of the said Cross
Defendant He could not get the same Copied and served upon the
Parties and the same became useless that such Neglect and Inattention

Wherefore

Wherefore he submits to this Honble Court what right the said Cross Defendant had in any manner to maintain the same for the purposes he has done in his said Cross Answer and which was merely to give a Colourable Appearance to his groundless Charges, and this Replicant for further Replication saith he doth admit that such Suits were commenced against Henry Alexander, Woodbridge and Co Founder Merchants and Henry de la Fonde as mentioned in the Cross Defendants said Cross Answer and for which the said Cross Defendant was duly retained by this Replicant but such was the diminutive Situation of the said Cross Defendant to enter upon and do Business so that this Replicant knew could prevail upon him to commence the same which he from time to time promised to do but denies that the said Cross Defendant ever diligenced himself as he has thereby falsely stated And this Replicant doth answer and insist that he was induced to sign the Bond upon which the Original Bill is filed for the Reasons and inducements that are specially stated in this Replicants Answer to the said Original Bill namely that well knowing how insolvent he was to his Friend he simply the said Cross Defendant as his Attorney who was so intimately acquainted with his Affairs and the said Cross Defendant assuring him at the same time that he would proceed in his Business with the utmost expedition but declaring in addition and by express terms that he would undertake such Business only upon such Bond was given before hand and being specially urged thereto by Doctor Thomas Davis he was induced to give the Cross Defendant the said Bond being deluded thereto by the specious Promises and Assurances of the said Cross Defendant and by his Words given in the presence and hearing of the said Thomas Davis the Subscribing Witness to the said Bond who will know this and was Friend for Business to both and used for Business with Mutually

Same

Done Notwithstanding the Artifices of the said Cross Defendant in filling up the Bond in the manner and form as it now Appears this Replicant therefore avers and insists that the Sum mentioned in the Bond annexed to the Cross Defendants Original Bill was given and granted having never either in part or in all been fulfilled on the part of the Cross Defendant, that he this Replicant is not in any Manner bound to pay or discharge the same and prays that this his Replication may be taken as part of this Answer to the Cross Defendants Original Bill, and in like manner that the said Answer may be taken as part of this his Replication

All which Matters and things this Replicant is ready and Willing to aver maintain and prove in such Manner as this Honble Court shall direct and humbly prays as in and by his said Cross Bill he hath already prayed

P. Spencer
J. Grierson
Solrs for Cross Replicant

Filed 6th June 1786

The Cross Rejoinder of Henry Duncan

One of the Attorneys of this Honble Court

Cross Defendant to the Cross Replication

of Charles Drake of Madras Merchant

Cross 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 Manifold Errors and Insufficiencies in the said Replication contained for Rejoinder thereunto Saith that he will aver Justify Maintain and prove his Answer to be good Certain and Sufficient in the Law to be replyed unto and for answer unto the same answer and for so much as the same Answer doth contain and thereby set forth and alledged and that the said Cross Replication is Vague and Uncertain and insufficient in the Law And for further Rejoinder this Defendant Saith that he doth insist that the Cross Complainant Hath unjustly and Unduly Stand indebted unto him in the full and just Sum of Two Thousand Three Hundred and Twenty eight Pagodas Fifteen Fanams and Twenty two Cashas the Sum in the Bill charged by him Originally to be Due and several Subsequent proceedings before this Honble Court and consequently this Defendant cannot be indebted unto the Replicant

And this Defendant Saith that the said Cross Replication is an unfair representation of facts and doth Wilfully many parts thereof Admit was before Denied and doth Deny what was before Admitted in the Replicants Answer This Replicant in his Replication doth not admit that he did write to this Defendant to withdraw the Suits against the Administrators of Dawsons and Drake Deceased and this Defendant hath Annexed unto his Rejoinder Copy of the Replicants Letter containing that Direction under the Date of the Sixth September One Thousand Seven

Seven Hundred and Eighty five for the purpose of Refuting what the Replicant had Said in his Answer that from the Twenty fifth day of May in the Same Year the Replicant Did not employ this Defendant as an Attorney Nor that this Defendant Did not transact any business for him Consequently the Replicants Cross Replication cannot be true or his Answer false as they are in this instance contradictory to each other

This Defendant Saith that his demand of payment of the Replicants Bond in the Month of October last past contained in a Letter copy of which is annexed unto this Rejoinder doth most strongly Manifest that the Bond upon which this Action is founded was given for business to be done and not for business Actually then done as the Replicant hath been pleased to set forth Because upon Reference to the Proceedings it will appear that the business which was settled and Alluded to by this Defendant in the said Letter was part of that business in which he had been employed by the Replicant previous to the granting of the said Bond And the said Letter doth only Mention the Settlement of the said business as an Allusion to the Means the Replicant had acquired thereby of discharging the said Bond and the many applications of the said Letter shew the willingness of the Replicant then avail himself of every Means however unfair to effect this design of evading the repayment of the said Bond even from Letters written without Suspicion or design as the one Alluded to Appears to have been And respecting the Assertions of the Replicant that this has a Receipt or Acknowledgement in the handwriting of this Defendant for the Amount of the Bills of Credit, Hath Appeared to be untrue, Because when this Defendant prayed that the same might be produced, the

The Replicants Attorney doth Allege that they had no Receipt bearing the Bill of Costs, Copy whereof the Replicant hath annexed to his Answer, and which said Bill of Costs this Defendant thinks in this Replication Observed he had reason to believe the Replicant had Professed himself by unfair means, by Reason that he never before Answer had heard that the said Replicant had paid the same, but that the same had been paid by Mr. John Douglas in the manner stated in this Replication and Answer, nor can this Defendant Devise what could be the Cause or Reason why the said Major Mauleshould pay the same on Account of the Replicant and this Defendant did regard the said John Douglas paying the said Four Hundred Pounds on Account thereof this the manner of Major Maule, Made Save himself this worthy Creature of a further Interference in a Matter that had been the Cause of so much Disagreement to him but did never make any conjecture that the same was paid on Account of the Replicant, who might as well have paid it himself as the Attorney Money he paid this Defendant and must have employed an Undertaker to have done that Act for him, the whole of which this Defendant saith he does Verily believe to be false as the Interference of Mr. Samuel Johnson and the abatement of the Bill to Four hundred Pounds do evidently prove And this Defendant saith that the Copy of the Letter Annexed to the Replicants Bill doth not shew that any Agreement was made previous to the Commencement of the said Suit against Douglas, but shews the insolidity of the Replicant in the strongest Colours, and this Defendant doth maintain and that the Bond given by the Replicant to procure his Bond to John Cox was upon good Legal and Valid Consideration, and not from any other Obligation from the Replicant to this Defendant, and this Defendant doth deny that he did act Illiberally at this time that undertook that of the Replicant, but on the contrary that he was in

Very extensive Business, and that he injured himself Pecuniarily by the Partial Attention he paid to the Replicants concerns this Defendant doth deny that the Replicant did retain Mr. Ellis because this Defendant did refuse to go and with his Business, as the said Replicant did without the knowledge and with the most Assuring guarantee retain the said Mr. Ellis the Very evening of his Admission and at a time when this Defendant had every reason to expect that he was in the possession of the good Opinion and confidence of the Replicant, And this Defendant saith that the Replicant did in the manner he has set forth Withdraw his papers from this Defendant part of which papers this Defendant is ready to produce and shew to the Court, and this Defendant saith that the Letters exhibited by the Replicant is proof of the Irrevocation this Defendant did receive from the Replicant, and if the Replicant had Judged that any part of his Conduct therein or otherwise had been Blameful he was not without Redress and ought therefore to have applied for Redress if he had thought himself aggrieved, but by his not doing so he shews that he rested Satisfied with the Operation of his not doing so he shews that he rested Satisfied with the Operation of his injurious Design against this Defendant.

The Replicant denies that this Defendant can have any Claim upon him as a Counsellor at Law, or as having Acted in either a Judicial Capacities because he believes that this Defendant never was a member of either of the Honble Societies of the Middle or Inner Temple or any of the Inns of Court. This Defendant saith that no Counsellor can in Law make a Demand of Payment for Business done of the Day of his Profession, his Fee being honorary and measured by the Client According to the Magnitude of the undertaking or his Skill in executing it, And this Defendant Saith that he equally entitled to receive such Fees as any other Attorney of the Court, more so than this Defendant Both shew to be Barristers of either of the Courts of Westminster, And this Defendant Saith that Notwithstanding

standing what the Replicant has therein unnecessarily Advanced touching
the Powers of this Honble Court not extending to the Admitting of any
Person to the Rank or Degree of a Counsellor at Law, this Defendant saith
that it is well known that there are many other persons Authorized & prac-
tice the Law in any of the Provinces that are Admitted by this
Honble Court, of course an Attorney of the Honble the Kings Court at
Madras pretends is in every respect competent to Act in all the Varied
Capacities of the Law, which they may be found to have all occasion to
Practice in, for even and therefore the Attack of the Replicant at
the supposed incapacity of this Defendant to render him the Valuable and
essential Services he has, is a most illiberal Subterfuge for retracting
the Acceptances made and the Accounts and Existing Obligations which
exist against him and are Just, and Obligations for business done and performed
and Acknowledged to be just by due and Owing: and this Defendant
doth remain and that he did Urge to the Replicant to be Admitted a Suitor
in forma Pauperis, and that it is entirely owing to the Inattention of this
Defendant that he now is in a Friend and unincumbered Situation and
this Defendant saith that however did Urge and Many however
justly due from the Replicant but upon such Occasions as he knew
that the Replicant was able to pay it, this Defendant doth deny all
Manner of fraud of the Replicants Affairs, but on the Contrary doth Insist
that it was chiefly owing to his advice that the Replicant did recover the
Accounts of both this Suite against the Estate of Dawsons Debts to the Amount
of Seventy Thousand or Eighty Thousand Pagodas. This Defendant doth deny
that the Replicant did send the Letter pretended Copy of which is Annexed
unto the Cross Replicant to Replication under the date of the Twenty first May
One Thousand Seven Hundred and Eighty four, but doth Insist that the
same is a fabrication of the Replicant in order to colour his dishonest
designs of evading paying the said Bond, and that the This Defendant

saith he cannot believe was framed for the purpose of being Annexed to this Cross
Replication, otherwise the same could and would have been more properly
Annexed unto his Answer and Particularly as the Replicant hath Annexed
Copy of a Letter from this Defendant unto this said Answer Marked H.
Which he now in this Replication pretends was given in Answer to the
aforegoing which Letter he saith in his Replication was wrote the Day
following his sending his Letter to this Defendant of the Twenty first, but
in this Answer this Defendants Letter appears to be of the Twenty fifth four
days after which is an inconsistency that must render either the Sending
of the Letter or Receiving the Answer an impossibility. This Defendant
hath Remarked many irregularities of a similar Nature in the course
of the Replicants Proceedings

Respecting the Protest this Defendant saith that the same was
Actually drawn and delivered and Registered this Defendant Actu-
Acknowledges that the Narrative part was in great part Done by the
Replicant, which is unavoidable, as the Replicant must well Know that
the Client must furnish the fact and the Notary the professional Hand
to a business of that Kind in like manner as he must be sensible he
hath framed the pretended facts composing the proceedings on this
Part in this Cause in order for his Attorney drawing them in proper
form and this Defendant saith that however heard what did become
of the said protest further than that he had a Copy thereof afterwards
drawn, but however before heard that the same was rendered useless by
Not being Ready in Time

And this Defendant further saith that the Replicant in his
Answer saith that only two of the Suits mentioned in the Letter
Whereby he Restrains this Defendant were real to Wit against Mr. Douglas
and Mr. Drake and that the other many in a Land Suits in this, this Replicant
in his Cross Replication flatly Against the contrary by say that the Suits

Against

Against Henry Alexander, Annachellum Modelliar and Ferry Rola Combe Interrogatorial and for which the Defendant was duly retained, Which Contradictions this Defendant humbly prays to refer to the Consideration of this Honble Court. This Defendant Saith that he has Already stated the Real Consideration of the Bond upon which this Action is founded, it is therefore immaterial for him to say any Matter further in Rejoinder to the Contradictions Related respecting the same by the Cross Replicant in his Replication.

And this Defendant Saith that the Replicant has Endeavd by sundry Matters by way of Cross Replication or Rejoinder relating to this Defendants charge of the Replicant having tendered Security and given Judgment of the said Bond in his Answer And Replication whereby the Replicant has Wilfully Admitted the premises and offers therein and thereby charged to have been tendered and made. And this Defendt Saith that he denies all manner of Neglect of the Replicants Business and that the said Charles Brumley was not employed by the Replicant so that Account, but that he was employed in the Replicants at the time that this Defendant was again called upon to reassume the Replicants Business and acted Jointly with him until the final withdrawing of the Suit, as hath been shewn by the Replicants own Letter under date of the 21st day of September last Past.

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 as in and by his said Cross Answer he hath Already prayed.

H. Dubisson
Atty Cross Defendt

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined on the part and behalf of the Cause now Depending and at Issue in the Honble the Mayors Court at Madraspatnam Wherein Henry Du Puy One of the Attorneys of the Honble the Mayors Court at Madraspatnam aforesaid is the Original Complainant and Cross Defendant and Charles Darke of Madras Merchant is the Original Defendant and Cross Complainant

On the part and behalf of the Original Complainant and Cross Defendant.

To all the Witnesses 1st Do you know the Parties Complainant and Defendant and to the Tenor of these Interrogatories Named? If so how long have you to Known them or either and which of them Declare

To Thomas Davies and Major Francis Johnson 2. Look at the Deed or Writing now Shewn unto you at this the time of your Examination Marked with the Letter A. and Purporting to be a Bond or Obligation from the Original Defendant and Cross Complainant unto the Original Complainant and Cross Defendant for the sum of Two Thousand Pagodas. Was such Deed or Writing signed Sealed and Delivered in your presence and by whom. Were you a Subscribing Witness to the Execution and Delivery thereof

Witness and did Your Name subscribe as a Witness thereto of Your own hand Writing.

Do You know the hand Writing of such Witness of the proper hand Writing of such Witness. And did You see him subscribe the same according to the best of Your Knowledge Remembrance and belief.

To Thomas Davis. 3. Are You or are You not acquainted with the hand Writing of the Original Defendant and Cross Complainant Mutter. Have You ever seen him Write or Received Letters from him. If You look at the said Deed or Writing whereto You are before Interrogated Marked A. Jorris Do You see any part Thereof is the hand Writing of the said Original Defendant and Cross Complainant. If Yea what part or parts Point out and Declare the same as You do know and believe to be his. And How or by what means You so know and believe. And whether the said Original Defendant and Cross Complainant ever did write the Same to any and what part of Parts of the said Deed or Writing at the time of Executing the said Deed or when. Declare the same as You know and do believe together with the Reasons of such Your belief

To Thomas Davis James Taylor and Stephen Popham. 4. Are You or are You not Acquainted with the hand Writing of the Original Defendant and Cross Complainant Mutter. Have You ever seen him Write or Received Letters from him. If You look at the Exhibits Marked B. C. D. and E. Do You know to Whose Hand Writing the Whole or any Part of the several Exhibits or any and which Words of the said hand Writing of the said Original Defendant and Cross Complainant for whom. And whether You know or do believe that the said several Exhibits or any and which of them were so Signed by the said Original Defendant and Cross Complainant or by whom. Declare the same as You know and do believe together with the Reasons of such Your belief.

To James Taylor. 5. Do You know have You heard or been informed of any and what Sum or Sums of Money paid by Mutter by any person or persons made the

the Cross Complainants Demand. If Yea of what Nature was such Sum or Sums and at whose instance did You or any such person or persons make the same. And whether previous or pending the present Action. Declare the same as You know have heard and been informed.

To Ditto... 6th Look at the paper Writing Marked B. Do You know of any matter or thing touching the Interest or part of the Bond therein Expressed to be Due or Owing for the Interest thereof the same contained a Sketch or Account of any Interest or part of any and what Bond. And to whom do the Words "Howsoever Found" Exper. and whether the said Sketch or Account of such Interest or part of the said Bond is or is not true. And whether the said Interest or part of the said Bond has or has not since the Date of the said Sketch or Account been Discharged Given or Paid to You and by whom. Declare the same as You know have heard and do believe together with the Reasons of such Your belief.

To Major Henry Alexander. 7th Did You or did You not Return to Judicature sometime and when in the Year One Thousand Seven Hundred and Eighty three. If Yea did You or did You not Retain the Original Complainant in Your affairs. And whether he did or did not decline commencing an Action against the Original Defendant at Your Suit and when. If Yea Why and for what Cause and Reason by him then given. Did You or did You not employ another Attorney and who by Name. And why and for What Cause or reason. Did You or did You not employ the said Attorney in any other Suit or Suits. And whether You did or did not pay unto the said Attorney any and what Sums of money and to what Amount. Whether You would or would not have employed the said Original Complainant in all or any of Your Affairs if he had or had not Accepted and undertaking the Suit and Action against the said Original Defendant. And whether You do or do not know or believe whether he has or has not thereby been Lessened by

by me Being employed therein. Declare the same as You know and have
been informed and do believe together with the Reasons of such Your belief

To all the Interrogs. 8th Do You know of any other matter or thing or have You
heard or can You declare for or any thing touching the matters in Question in this
Original and Cross Cause that may tend to the Benefit and Advantage of the
Original Complainant and Cross Defendant? If Yea Declare the same as
You Know have been informed or do believe together with the Reasons of
Such Your belief as fully as if You had been thereunto particularly
Interrogated.

Hy Dupuy
Attny Orig.l Compt.t &
Cross Defendant

Know all Men by these Presents that I Charles Darke of
Madras Merchant am held and firmly bound unto Henry Du Puy
Esqr one of the Attorneys of the Hon.ble the Mayors Court at Madras patuan in
the penal Sum of Four Thousand Pagodas Current Money of Madras
to the Payment whereof well and truely to be made to the said Henry
Du Puy 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 fourth day of October in the Year of Our Lord One Thousand
Seven Hundred and Eighty three

Whereas the above bound Charles Darke was before the Enquiring and
Executing of these presents and now stands indebted unto the above
named Henry Du Puy in the full and just Sum of Two Thousand Pagodas
Current Money of Madras upon a Statement of Account to Agreed to by the
said

said Parties for business done by the said Henry Du Puy since and unto
Whereunto he was heretofore employed by the said Charles Darke the
Amount whereof is hereby Acknowledged to be just Right and owing
and which he the said Charles Darke doth bind himself his Heirs Exec.rs
Tors and Administrators to pay unto him the said Henry Du Puy together
With Interest at and after the rate of Eight per Cent per Annum on or
before Twelve Months from the Date hereof.

NOW the Condition of this Obligation is such that if the above
bound Charles Darke his Heirs Executors Administrators or Assigns shall
Well and truely pay or cause to be paid unto the said Henry Du Puy his
Heirs Executors Administrators or Assigns the full and just Sum of Two
Thousand Pagodas Current Money of Madras together with such Interest
as shall or may become due thereupon, then this Obligation to be Void and
of no Effect otherwise to continue in full force and Virtue

Chas Darke

Signed Sealed and Delivered
Whereas Stamp Papers is to be had
in the Province of

Thomas Davis
F Johnson

This Exhibit Marked A was shewn to Messrs
Francis Johnson James Taylor and Weyland Popham at the respective times
of their Examinations before me On the Part of the Original Complainant and
Cross Defendant Dua Causes depending In the Hon.ble the Mayors Court at
Madras patuan wherein the said Henry Du Puy is Original Complainant
and Cross Defendant and Charles Darke is Original Defendant and
Cross Complainant Was on the 15th Oct.r 88 to the 10th Nov.r Anno Domini 1788

Joseph Shaw
Ex.r

1782
23. July ... That Part of the Bond to Henry Alexander by New Rivers
Taken ... 9819.29.69.

1782
23. July ... Decant my Bond to
Mr. Savage ... 1681.21.
Ditto to Mr. Majendie ... 600. -
Ditto to Messrs. Call & Taylor ... 150. - ... 2429.21
7392.7.69

1785
22. March ... Interest on Ditto
to this day at 12 p. Ct. ... 3065.20.40
Sa. Pagd. ... 10.457.28.29.

This Exhibit Marked B. was shewn to Messrs. James Taylor and Stephen Popham at the respective times of their Examination before and on the Part of the Original Complainant and Cross Defendant in a Cause Depending In the Hon.ble the Mayors Court at Madras pro tanto wherein the said Henry Du Pay is Original Complainant and Cross Defendant and Charles Darke is Original Defendant and Cross Complainant was on the 10th. November 88. and 12th. December Anno Domini 1786.

Joseph Shame
Ex.r

My Dear Sir

I Purposed calling on You before to day. but something or other Prevented it Pray Mr. Bromley Yesterday and desired that all Suits Might be Withdrawn Against the Estate of Mr. Darke by me, Each Party Paying his Own Cost pray join Mr. Bromley in this to day

Yours

Yours Truly
Chas. Darke

Tuesday Morng
6th Sept.r 1785

Hy. Du Puy Esq.r

This Exhibit Marked C. was shewn to Messrs. James Taylor and Stephen Popham at the respective times of their Examination before me on the Part of the Original Complainant and Cross Defendant in a Cause Depending in the Hon.ble the Mayor's Court at Madras pro tanto wherein the said Henry Du Puy is Original Complainant and Cross Defendant and Charles Darke is Original Defendant and Cross Complainant was on the 10th. Nov.r 88. & 12th. Dec.r Anno Domini 1786.

Joseph Shame
Ex.r

Dear Sir

I Received Your Note when I was in the Fort or should have Answered it immediately and Intended calling on You Yesterday have been busied in trying to raise Money but have not as Yet Succeeded only in the Sale of the Palicat House Depending may bring Mindful of Your Claim I do Shall not Two Thousand for the Small 6 P. Cent. Bayley's Suit Law

Dear Sir
Yours Truly
Chas. Darke

22nd Sept.r 1785
Gardens

This Exhibit Marked D. Was shewn to Messrs. James Taylor and Stephen Popham at the Respective Times of their Examination before me on the Part of the Original Complainant and Cross Defendant in a Cause depending in the Hon.ble the Mayors Court at Madras pro tanto wherein the said Henry Du Puy is Original Complainant and Cross Defendant and

Charles

Charles Darke is Original Defendant and Cross Complainant was on the 10th Nov.
88. and 12th Dec. Anno Domini 1786 Sworn before me

Joseph Shaw
Esq.

Dear Sir

I am doing all I can to raise Money as soon as I do You shall
know. To day only I have Borrowed 300 Pags from Cheswas on Shadrach & James
for my Current Expences I am

Dear Sir
Yours truly
Chas. Darke

4 Oct. 1785

This Exhibit Marked E. was shewn to Messrs. James Taylor
and Stephen Popham at the respective times of their Examination before me on
the Part of the Original Complainant and Cross Defendant in a Cause depending
in the Hon.ble the Mayor's Court at Madraspatnam wherein the said Henry
Du Pay is Original Complainant and Cross Defendant and Charles Darke
is Original Defendant and Cross Complainant was on the 10th Nov. 88. and
12th Dec. Anno Domini 1786

Joseph Shaw
Esq.

Mayor's Court at
Madraspatnam.

Between Henry Du Puy One of the
Attornies of the Hon.ble the Mayor's Court at
Madraspatnam aforesaid is the Original
Complainant and Cross Defendant and Charles
Darke of Madras Merchant is the Original
Defendant and Cross Complainant.

On the Part of the Original Complainant
and Cross Defendant.

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

Francis Johnson a Major in the Service of his Highness the Nabob of the Carnatic
Aged thirty four Years or thereabouts being Produced as a Witness in this Cause on the part
of the Original Complainant and Cross Defendant was on the fifteenth Day of October
One Thousand Seven hundred and Eighty Eight Sworn before me at the Office of Mr. Pallion
Examiner who is Attorney for the Original Defendant and Cross Complainant by Oath of
my Servants who also left him a Note of the Name Style and Place of Abode of the said
Deponent and afterwards on the same Day being Sworn and Examined Deposeth as
follows viz.t

1st ..... To the first Interrogatory this Deponent saith that he doth know the
Original Complainant and Cross Defendant Henry Du Puy in this Cause
and that he hath to his Knowledge known him Seventeen Years or thereabouts and
that he hath to his Knowledge known him Nearly the same time And answereth this
Deponent saith not to this first Interrogatory.

2nd ..... To the Second Interrogatory this Deponent saith he hath looked at the
Exhibit Marked A now shewn to him, Purporting to be a Bond from the
Obli

the Original Defendant and Cross Complainant to the Original Complainant and Cross Defendant, for the Sum of Two Thousand Star Pagodas and the same to the best of this belief this was present at the execution thereof. This Deponent said he was a Subscribing Witness to the execution thereof, and that his Name Subscribed thereto as a Witness is of his own Proper hand writing. This Deponent says he verily believes that the Name of the other Witness Subscribed to the said Bond is of his own Proper hand writing. This Deponent saith he believes he saw Thomas Davis the said other Witness Subscribe his Name thereto. And moreover this Deponent saith not to this Second or last Interrogatory

F. Case Exr.

F. Johnson

Mayor's Court at Madraspatnam

Between Henry Du Pury Esqr one of the Aldermen of the Honble the Mayor's Court at Madraspatnam aforesaid is the Original Complainant and Cross Defendant and Charles Darke of Madras Mercht is the Original Defendant and Cross Complainant

On the Part of the Original Complainant and Cross Defendant

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

James Taylor Esqr Register of the Honble the Mayor's Court at Madraspatnam aforesaid sworn and Examined on the Part of the Original Complainant and Cross Defendant was on the twenty Sixth Day of November one Thousand Seven hundred and eighty eight Examined at the Office of Mr Sullivan Senior his Attorney for the Original Defendant and Cross Complainant by one of his 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 Original Complainant and Cross Defendant Henry Du Pury in this Cause, and that he hath so known him about Nineteen or Twenty Years and that he doth know the Original Defendant and Cross Complainant Charles Darke in this Cause, and that he hath so known him about Seventeen Years And more he saith not to this first Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that, he is acquainted With the hand Writing of the Original Defendant and Cross Complainant And this Deponent hath seen him Write and Received Letters from him, and this Deponent hath looked at the Exhibits Marked B. C. D. & E. & this Deponent saith that, to the best of his knowledge and belief, the said Exhibits are of the proper hand Writing of the said Charles Darke And more he saith not to this fourth Interrogatory

5th ..... To the fifth Interrogatory this Deponent saith that, he received a Note from the Original Defendant and Cross Complainant the purport of which was, to the best of this Deponents Recollection, Reminding this Deponent to speak to Mr Henry Du Pury the Original Complainant, Stating at the same time, that after having Paid him such Sums of Money, if he did not withdraw his Bill and Agree to take a consolidated Bond or Bonds in payment that, he would Complain of him the Original Complainant's conduct and Behaviour to him And more this Deponent saith not to this fifth Interrogatory

6th ..... To the Sixth Interrogatory this Deponent saith that he hath looked at the Paper writing Now shewn to him Marked B. and this Deponent knows of the Bond therein referred to, And the said Paper writing doth contain to the best of this Deponents knowledge and belief a Statement of Accounts between the Original Defendant and Cross Complainant, and the other persons whose

Whose Names are therein mentioned and the Words "Answer to Interr" Refer to Major Hamble Alexander's Proportion of Land which Said Lands are Claimed by Messrs James Call, George Savage, and Andrew Alexander, and this Deponent for Some of them for all the Debt due from the Original Defendant and Cross Complainant Charles Darkin to Major Henry Alexander, Captain Peter Stokes and Terry de Lacaud which Debt as for proportions of the Lands so due to Major Alexander, was Assigned to the Original Defendant and Cross Complainant by reason of his having satisfied and paid off the Demand which Major Alexander had upon them, but the Shares or proportions of the said Lands to which Major Alexander would be Entitled were in Trust for his Partners of the Securities Attendant thereon, were by an Agreement under Date Sixth of November One Thousand Seven Hundred and Eighty three made over or agreed to be made over by the Original Defendant and Cross Complainant to Messrs George Savage James Call and this Deponent in Trust and to Sundry uses and conditions And this Deponent saith that to this and to the last Interrogatory.

Joseph Shaw Exr

James Taylor

Mayor's Court Madrasapatanam

Between Henry Dudley One of the Attornies of this Hon'ble the Mayors Court at Madrasapatanam aforesaid Original Complainant and Cross Defendant and Charles Darkin of Madras Merchant Original Defendant and Cross Complainant.

On the Part of the Original Complainant and Cross Defendant

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

Stephen Popham One of the Attornies of this Hon'ble Court Aged 41 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Complt and Cross Defendant was on the 12th Day of December 1786 Sworn Clerk at the Office of Messrs Spencer & Grierson who are Attornies for the Original Defendant and Cross Complainant by Venkatachelum my Servant who also left Interrs Notes of the Name Title and Places of abode of the said Deponent and as Servants 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 Original Complainant and Cross Defendant Henry Dudley in this Cause and that he hath so known him above Eight Years and that he doth know the Original Defendant and Cross Complainant Charles Darkin in this Cause And that he hath to known from the Same Time And answers Saith more to this Interrogatory

4th ... To the fourth Interrogatory this Deponent Saith that he is acquainted with the Hand Writing of the Original Defendant and Cross Complainant and also that he hath Received Letters from him And that upon Looking at the Exhibits Marked B.C.D. & E. now Produced to him he believes that the Said Several Exhibits are both Written and Signed by the Original Defendant and Cross Complainant And answers Saith more to this Interrogatory.

To the last Interrogatory this Deponent Saith that Some time ago when the said Charles Darkin was about to settle Accounts with the Original Complt and Cross Defendant he proposed three this Deponent to settle with the Original Complt and Cross Defendant on the Same terms Viz. by granting a Mortgage to the Original Complainant and Cross Defendant for the Amount of the Debt now Due from the Original Defendant and Cross Complainant Claiming upon his Right to the Nabob and his family And answers Saith more to this Interrogatory

L. Popham

Joseph Shaw Exr

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Mayor's Court at Madrasapatnam

Between Henry Du Pury One of the Attorneys of this Court of the Mayors Court at Madrasapatnam aforesaid Original Complainant and Cross Defendant and Charles Darke of Madras Merchant Original Defendant and Cross Complainant

On the Part of the Original Complainant and Cross Defendant

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

Major Henry Alexander formerly in the Service of this Honble Co. Aged 32 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant was on the 9th Day of August 1786 Examined at the Office of Messrs. Spencer and Greenwood his and Attorneys for the Original Defendant and Cross Complainant by Venkatachellum Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant Henry Du Pury in this Cause and that he has these Known him Eighteen Years or thereabouts and that he doth know the Original Defendant and Cross Complainant Charles Darke in this Cause and that he has these known him fifteen Years or thereabouts — And answereth as to the rest of this Interrogatory.

7th ..... To the Seventh Interrogatory this Deponent saith that he returned to India in the Month of April in the Year One Thousand Seven hundred and eighty three that about the same time of Year after his Arrival there he retained the Original Complainant in his Affairs who declined commencing any Action against the Original Defendant at this Deponents Suit giving as a Reason that

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That Mr. Darke said Mr. Du Pury had been retained by him upon the Recommendation of this Deponent by the Recommendation of Mr. Du Pury employed Mr. Bramley as his Attorney And this Deponent saith that Mr. Du Pury declining to act for him was the reason of his employing Mr. Bramley and that Mr. Bramley was also employed by him as his Attorney at Law in other Suits against Mr. Darkes Estate And that he paid to Mr. Bramley several Sums of Money Amounting to about three Thousand Pagodas for which this Deponent has Vouchers. And this Deponent further saith that had it not been owing to Mr. Du Pury having declined to act for him he would have employed Mr. Du Pury in preference to Mr. Bramley in his Law affairs and Particularly in the Suit against the Original Defendant and this Deponent is satisfied that Mr. Du Pury must have been a considerable Loser by him not being employed therein And more saith not to this or the Last Interrogatory.

Henry Alexander

J. Spalding Clk

Additional Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined on a certain Cause now depending and at Issue in the Honble the Mayors Court at Madrasapatnam Wherein Henry Du Pury One of the Attorneys of the said Court is the Complainant and Charles Darke of Madras Merchant is the Defendant and the said Charles Darke is the Complainant and Henry Du Pury is the Defendant

On the Part and Behalf of the Original Complainant and Cross Defendant

To

In
Bryan Scottney
Esquire ..... } 1st Do You know the Parties Original Complainant and Cross Defendant, and Cross Complainant and Original Defendant in the Suits of these Interrogatories Named If Yea how long have You so known them or either and which of them Declare

To Ditto ... 2nd Had You or had You or any and what Demand Upon Bond or otherwise Upon the Original Defendant and Cross Complainant from the first of the present Year of Our Lord One Thousand Seven Hundred and Eighty Six Upon Bond or otherwise If Yea did You or did You not bring an Action for same in the Mayors Court of Madras or where Whether was any and what Answer put in thereto 3d Do You know have You heard or been informed of any and what Suit or Suits and for what Amount commenced by the Original Complainant and Cross Defendant Against the Original Defendant and Cross Complainant If did or did not the said Original Defendant and Cross Complainant Tell Or and Pay the Amount of Your said Debt and Demand or any and what part thereof and by what Manner and means 4th Do You or do You not know whether the same or any and what Manner means were or were not offered and proposed to pay and Tell the Original Complainant and Cross Defendant Debt and Demand or any and what part thereof 5th Declare the Same as You know have heard and been informed and do believe together with the Reasons of such Your Belief

To Ditto ... 3rd Do You know of any other Matter or Thing or have You heard or can You set forth any thing touching the Matters in Question in the Original and Cross Cause that may tend to the benefit or Advantage of the Original Complainant and Cross Defendant 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.

Wm Dii Puy
Orig Compt
& Cross Defendt

Mayor's Court at
Madrasspatanam.

Between Henry Dii Puy One of the Attornies of the said Court Complainant and Charles Darke of Madras Merchant Defendant, and the said Charles Darke Complainant and Henry Dii Puy Defendant.

On the Part of the Original Complainant and Cross Defendant.

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

Bryan Scottney Esquire of the Honble Companys Service First Lieut George Aged 35 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the 27th Day of Decr 1786 Sworn and Examined at the Office of Messrs Spencer and Greenway who are Attornies for the Original Defendant and Cross Complainant by Venia to Tell what any Servant who also left them a Note of the Name Title and Place of Abode of the said Deponent and as to what should come to his Knowledge touching the Matters in Question in this Cause and the same Day being Sworn and Examined Deponent Saith as follows viz

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant Henry Dii Puy in this Cause, and that he hath also known him Twelve Years or there about and that he doth also know the Original Defendant and Cross Complainant Charles Darke in this Cause and that he hath also known him the same time And Deponent Saith Most to this Interrogatory.

2nd ..... To the Second Interrogatory this Deponent saith, that he had a Demand upon Bond on the Original Defendant and Cross Complainant in the Year One Thousand Seven Hundred and Eighty Six for the payment of Which this Deponent brought an Action and the Mayors Court of Madras and that an Answer was put in thereto disputing the Debt

and

and Assigning that it was justly owing but this Deponent having obtained an Assignment of James Rabobe Boudin Security for the payment of the said Bond Paid by the Original Defendant and Cross Complainant the Withdraw his Suit This Deponent however saith he doth not know in what manner the Original Complainant and Cross Defendant did settle the Debt nor does he know any thing of the nature of that Demand And answers saith Nothing to this or the last Interrogatory

P. Scattery

J. Spalding
Esq.

Additional Interrogatories to be
Administered to such Witness as shall be produced
Sworn and Examined in a certain Cause and Cross
Cause now depending and at Issue in the Court of
the Mayors Court at Madras aforesaid wherein
Henry Du Pury one of the Attorneys of the said Court is
the Original Complainant and Cross Defendant
and Charles Darke of Madras Merchant is the
Original Defendant and Cross Complainant
On the part and behalf of the Original
Complainant and Cross Defendant

To Emanuel Luis of Madras Portuguese and Charles Rustuard of Madras Portuguese

1st Do You Know the Parties Original Complainant and Cross Defendant and Original Defendant and Cross Complainant in the Title of these Interrogatories Named If So how long have You known them or either and which of them Declare

To Ditto 2nd Has You or was You ever Employed by the Original Complainant and Cross Defendant in this Cause or any Suit Dispute or Difference Touching the Matters in Question in this Cause or any of them If So when and about what Time and for what Cause and Upon what Occasion and how long were You so Employed and what Business did You Transact for them in Relation thereto

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the said Original Complainant and Cross Defendant did or did not some Time in the said Year of Our Lord One Thousand Seven hundred and Twenty Nine and or about that Month Make a Protest for and on behalf of the Original Defendant and Cross Complainant against certain persons Trustees for the said Charles Darkes Affairs If Yea was there or was there Not a Copy thereof made for the use of the said Original Defendant and Cross Complainant and by whom was the same Copied And whether the said Copy was or was not Sent and Delivered to him the said Original Defendant and Cross Complainant Or was was not the same Registered in the Original Complainant and Cross Defendants Registry Book: and what Number of folios of Ninety Words did the same or any Part contain Declare the same as You know how heard and do believe

To Ditto 3rd Do You know of any other Matter or Thing or have You heard or can You say any Thing Touching the Matters in Question in this Cause that May Tend to the Benefit and Advantage of the Original Complainant and Cross Defendant in the Original and Cross Cause besides what You have been Interrogated unto If Yea, Declare the same fully and at Large as if You had been Particularly Interrogated thereto

Hy Du Pury
Atty Original Complt
and Cross Defendt

Mayor's Court
Madras

Between Henry Du Pre Esqr of the Millitaire of the said Court is the Original Complainant and Cross Defendant, and Charles Darkes of Madras Merchant is the Original Defendant and Cross Complainant.

Out this Part of the Original Complainant and Cross Defendant.

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

Emanuel Luis Anderson Clerk Inhabitant of Madras Aged thirty Eight Years or thereabouts being Produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the first Day of November One Thousand Seven hundred and Eighty Eight Sworn before the Office of Mr Pulteney Gunner who is Attorney for the Original Defendant and Cross Complainant by Oath of my Own and who also Perfected the Notes of the Name Title and Place of Abode of this Said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as follows Viz.

1st ..... To the first Interrogatory this Deponent saith, That he doth know the Original Complainant and Cross Defendant Henry Du Pre in this Cause and that he hath to his knowledge known him about Sixteen Years And that he doth know the Original Defendant and Cross Complainant Charles Darkes in this Cause, and that he hath to his knowledge known him about Nine Years and answereth as aforesaid unto this first Interrogatory.

2nd ..... To the Second Interrogatory this Deponent saith That he was Writer to the Original Complainant and Cross Defendant in this Cause sometime about the Year One Thousand Seven hundred and Seventy Nine This Deponent Saith the Original Complainant and Cross Defendant did in the Month

of July in the Year One Thousand Seven hundred and Seventy Nine make a Protest for and on behalf of the Original Defendant and Cross Complt to Against certain Persons Securities for the said Charles Darkes Affairs. This Deponent Saith there was a Copy thereof made for the Use of the said Original Defendant and Cross Complainant And that the same was Compared by him And that the said Copy was Sent and Delivered to him the said Original Defendant and Cross Complainant and further saith that the same was Registered in the Original Complainant and Cross Defendts Registry Book by Thomas Cornet and likewise that another Copy was Made by a Writer of the Name of Benjamin Malcomb and that the Number of Folios of Ninety words Each contained Six hundred and Twenty Six Together making One Thousand Eight hundred and Seventy eight at the Rate of half Pagoda for each Folio Amounting to Nine Hundred and Thirty Nine Pagodas and more the said Deponent to this Second Interrogatory.

To the Last Interrogatory this Deponent Saith, That he doth not know of any thing more that hath made to the benefit of the Original Complainant and Cross Defendant and More saith Not to this last Interrogatory.

Joseph Shore Exd

Emanuel Luis Anderson

Mayors Court at Madraspatnam

Between Henry Du Pre Esqr one of the Attorneys of this said Court for the Original Complainant and Cross Defendant, and Charles Darkin of Madras Merchant for the Original Defendant and Cross Complainant

On the Part of the Original Complainant and Cross Defendant

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

Moodukrishnah Native Inhabitant of Madras aged Thirty four Years Hindoo by Caste Merchant thereabouts being Produced as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant was on the first Day of November One Thousand Seven hundred and eighty eight Examined at the Office of Mr Pullen Examiner to this Honble Court for the Original Defendant and Cross Complainant by Oath of My Servants who also Affirmed 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 Original Complainant and Cross Defendant Henry Du Pre Esqr in this Cause, and that he hath these Known him about Ten Years and that he doth know the Original Defendant and Cross Complt Charles Darkin in this Cause, and that he hath these known him about Nine Years And More he saith Not to this first Interrogatory

2d ..... To the second Interrogatory this Deponent saith that he was a Witness to the Original Complainant and Cross Defendant in the Year One Thousand

Seven hundred and Seventy Nine This Deponent saith the Original Complainant and Cross Defendant did Some time in the Months of July in the Year One Thousand Seven hundred and Seventy Nine Make a Protest for and on behalf of the Original Defendant and Cross Complainant against certain Persons Inmates for the said Charles Darkins Affairs and that a Copy thereof was made for the use of the said Original Defendant and Cross Complainant by Emanuel Luis Anderson Writer to the Original Complainant and Cross Defendant, which Copy was sent and Delivered to him the said Original Defendant and Cross Complainant and further saith that another Copy thereof was made by Benjamin Malcomb a Writer belonging to the Original Complainant and Cross Defendant And that the same was Registered in the Original Complainant and Cross Defendants Registry Book by Thomas Comet another Writer of the Original Complainant and Cross Defendant, and that the Number of Folios of Ninety Words Severally amounted to the Number of Folios of Ninety by Words Severally amounted to Six hundred and Twenty Six Pagodas together Making One Thousand Eight hundred and Seventy eight, at the Rate of Half Pagoda per Folio Amounts to the Sum of Pagodas Nine hundred and Thirty Nine Rough Draft of which Protest was included in the aforementioned Folios And more he was Not to this Second Interrogatory

To the last Interrogatory this Deponent saith that he doth not know of any thing more that he doth to the benefit of the Original Complt and Cross Defendant And More he saith Not to this Interrogatory

Moodukrishnah

Joseph Shaw
Sr

Further Additional Interrogatories

to be Administered to such Witness or Witnesses as shall be produced Sworn and Examined in the Certain Cause and Cross Cause now depending and at Issue in the Honble the Mayors Court at Madrasapatnam wherein

Henry Du Pre Esqr One of the Attorneys of the said Court in the Original Complainant and Cross Defendant and Charles Darke of Madras Merchant in the Original Defendant and Cross Complainant

On the Part and behalf of the Original Complainant and Cross Defendant

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

To James Taylor Stephen Popham Esquires } 2nd Are You or any of You acquainted with the Hand Writing of the Original Defendant and Cross Complainant Have You ever Received Letters from him, and seen him write If Yea look at the Paper Writing now Shewn to You at this the time of Your Examination Marked A Purporting to be a Bond or Obligation from the said Original Defendant and Cross Complainant to the Original Complainant and Cross Defendant given to be from Your knowledge of the said Original Defendant and Cross Complainant's Hand writing that the Signature of the said Bond or Obligation or any other and what part or Parts of the said Bond or Obligation is or are of the said Original Defendant and Cross Complainant's Hand writing Speak said given in and

Such Part and parts respectively as You know and do believe the same to be

3rd All the Witnesses. 3rd Do You know of any other matter or thing or have You heard or can You declare touching any thing touching the matter in Question in the Original and Cross Cause that may tend to the benefit or Advantage of the Original Complainant and Cross Defendant 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.

Henry Du Pre
Attorney Original Defendt
and Cross Complainant

Mayors Court at Madrasapatnam

Between Henry Du Pre One of the Attorneys of the said Court in the Original Complainant and Cross Defendant, and Charles Darke of Madras Merchant in the Original Defendant and Cross Complainant

On the Part of the Original Complainant and Cross Defendant

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

James Taylor Esqr Register of the Honble the Mayors Court at Madrasapatnam Aged Sixty five Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant was on the Seventh day of November

November One Thousand Seven hundred and eighty eight Signified at the Office of Mr Pulliné Spencer who is Attorney for the Original Defendant and Cross Complt by Anne Jenny Servants who also left behind a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deponeth as followeth

1st ..... To the first Interrogatory this Deponent saith That she doth know the Original Complainant and Cross Defendant Henry Du Pury in this Cause and that she has been known him about Nineteen or twenty Years and that she doth know the Original Defendant and Cross Complainant Charles Darke in this Cause and that she has been known him about Seventeen Years And unto this she saith She can say nothing more to the first Interrogatory

2d ..... To the second Interrogatory this Deponent saith That she is acquainted with the hand Writing of the Original Defendant and Cross Complt and this Deponent has seen and received Letters from him and sometimes While And this Deponent Hath looked at the papers shewn to him at this the time of this examination and Marked A Purporting to be Bond or Obligation from the said Original Defendant and Cross Complt to the Original Complainant and Cross Defendant and this Deponent Verily believes that the signature to the said Bond as of the proper hand Writing of the said Charles Darke as also that the words "four" "October" and "thereafter" and before the last mentioned date were so when the Seal of this Deponent to the Bond of the said Charles Darke and unto this Deponent said That except what he hath already said in his examination to the Original Interrogatory

Joseph Shaw Ext.

James Taylor

Mayor's Court at Madrasapatnam

Between Henry Du Pury One of the Attorneys of the said Court in the Original Complainant and Cross Defendant and Charles Darke of Madras Merchant in the Original Defendant and Cross Complainant

On the Part of the Original Complainant and Cross Defendant

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

Mr Stephen Popham One of the Attorneys of this Hon'ble Court Aged forty three Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant was on the twenty first Day of November One Thousand Seven hundred and eighty eight Signified at the Office of Mr Pulliné Spencer who is Attorney for the Original Defendant and Cross Complainant by and of any Servants who also left behind a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deponeth as followeth viz

1st ..... To the first Interrogatory this Deponent saith That she doth know the Original Complainant and Cross Defendant Henry Du Pury in this Cause and that she has been known him Ten Years and upwards and that she doth know the Original Defendant and Cross Complainant Charles Darke in this Cause and that she has been known him Ten Years and upwards and unto this said Deponent to this first Interrogatory

2d ..... To the second Interrogatory this Deponent saith That she is acquainted with the hand Writing of the Original Defendant and Cross Complainant and says that the Signature to the foot of the said Bond or Obligation is of the Original Defendant and Cross Complainants hand Writing

Writing; as also the words "fourth" and "October" in the Obligation, and the Words "or before Twelve Months from the Date hereof" in the Covenant of the said Obligation and answer Saith Most to this Interrogatory.

To the last Interrogatory this Deponent saith that, some time ago when the said Charles Darke was about the Middle and which he began pretending had against him, he proposed this this Deponent should Meet the Original Complainant and Cross Defendant on the same terms viz. by granting a Mortgage to the Original Complainant and Cross Defendant for the Amount of the Debt now Due to the Original Defendant and Cross Complainant & Claims against the Effects of the Late Robert and his family. And answer saith Most to this last Interrogatory.

Joseph Sloane Exr

S. Popham

Interrogatories to be Administered to Witnesses to be Produced Sworn and Examined on the Certain Cause depending and now at Issue in the Court of Chancery between Henry Du Bois Complainant and Charles Darke Defendant, on the part and behalf of the Original Defendant and Cross Complainant.

1st Interrogatory to all the Witnesses } 1. 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 or which of them Respectively? Declare the Truth and Your Knowledge therein.

1.

1. Interrogatory } 2. Do You or do You not know in the Year One Thousand Seven
To Thomas Davis } Hundred and Eighty, or at any other and what time, of any Complaints
Made to You by the Original Defendant respecting his Law Business in
this Honble Court. And do You or do You not know of the Original Defendt
having Charged the Original Complainant with Neglect and Delaying in
the same? If Yea, set forth and declare the whole & full what You know,
fully and at large.

3d ..... Do You or do You not know of the Sum of Two Thousand and Five
Hundred Pounds, or any other and what Sum having been paid by the
Original Defendant to the Original Complainant. Do You or do You not
know why and for what Reason the said Sum was paid. Do You or do
You not know if the said Sum was paid for Costs or Law Charges, or for
any other and what Purpose? Set forth all You know and believe
respecting the same, with the Reasons for such Your Knowledge and belief

4th ..... Do You or do You not know of any other and what Demand having
been made by the Original Complainant on the Original Defendant
for any and what Sum of Money at any and what time? Do You or do
You not know of any and what Declarations were made by the Original
Complainant at the time he so demanded another Sum of Money? and
do You or do You not know of the Original Complainant having refused
to carry on the Law Business of the Original Defendant without the Origi-
nal Defendant paid him a further large Sum of Money? Declare all You
know fully and at large.

5th ..... Do You or do You not know of any meeting at the House of the Original
Complainant in the Year One Thousand Seven Hundred and Eighty;
Do You or do You not know how many and what Persons were present?
If Yea set forth the whole of what passed at such Meeting, and the Intent,

Scope

Scope and meaning of the examination thereof fully, simply and explanatory Manner.

6th ..... Do You or do You not know of the original Defendant having received the Sum of Three Thousand Pagodas or any other and what Sum or Sums of Money in discharge of Debt due to John Cook. Do You or do You not know that the Original Defendant was sued in this Honble Court for the same. Do You or do You not know of the original Complainant having received a Part of the said Sum to pay the said Debt. And do You or do You not know that it was advised and Agreed that I should be declared that the original Complainant had paid the said Debt out of the Monies in the Hands of the said John Cook, in Order to prevent any Inconveniency arising to the original Defendant from his then Trustees who had charge of his Estate. Declare in the fullest manner all and every thing You know, have heard and believe touching and concerning this Interrogatory, with the Reasons for such Your knowledge and belief thereof.

7th ..... Do You or do You not know of the original Complainant having kept and detained the said Bond of the original Defendant to the said John Cook after the same had been paid and discharged by the Defendant. And do You or do You not know of the Original Complainant having refused to deliver up the same, unless the Original Defendant paid him a Sum of Money. Declare the whole and at Large.

8th ..... Do You or do You not know of the Original Complainant and Original Defendant having agreed at a Meeting between the Year One Thousand Seven Hundred and Eighty three & Year and forth and the most clear ample Manner all that passed at the said Meeting and if any and what Settlement took place between the Parties, declare the whole You know.

9th ..... Look at this Deed now produced and shewn to You and Witness the Hand of Your Examinate and Signing to the said Bond or Obligation given and Granted by the Original Defendant to the Original Complainant was the same

Law sealed and delivered in Your Presence and by whom. Were You subscribing Witness to the sealing and delivery thereof. Declare.

10th ..... At the time of sealing and delivering the said Bond or Obligation did the Original Complainant forbid the not declare his Resolution of prosecuting the Law Affairs of the Original Defendant in this Honble Court with Expedition and Effect. Do You or do You not know if the said Bond was given and granted for Law Business therefore done by the Original Complainant for the Original Defendant, or for Law Business to be thereafter done by the Original Complainant. Set forth all You know touching this Interrogatory fully and at Large.

11th ..... Do You or do You not know before the sealing and delivery of the said Bond of the original Defendant having produced a common Interest Bond to be by him executed. And do You or do You not know that the Original Complainant refused to take such Bond, saying he had brought that Bond with him ready executed for his Signature. Were any Accounts settled. Were any Account Papers examining for Business done and Accounts settled. Were any Monies exchanged by the Original Complainant and original Defendant or any other and what Papers produced and delivered by and by whom. Set forth the whole fully and at Large.

12th ..... Do You or do You not know whether the Original Complainant declined having any Law Business for the original Defendant or delivering up the said Bond of the said John Cook, unless the Original Defendant executed the Bond produced. Declare.

13th ..... Do You or do You not know after the said Meeting had not taken Place and the said Bond executed if any complaints having been made to You by the Original Defendant Against the original Complainant. If Yea set forth the same fully and at Large and the Natures of them.

Interrogatories for Edward Ellis.

1st. Did You being Admitted Law Attorney of this Honble Court ever Did this Your Name not retained by the Original Defendant as his Attorney at Law. Did the Original

Original Complainant to Rich.d Sherwell Tell You that the Original Defendant had not paid his Bill of Costs, and speak otherwise Consequentially of the Original Defendant.r Declare all You know.

13.th ..... Do Your or do You not know of the Original Complainant having contracted his Debt due unto You of the Original Defendant not having paid his Bills of Costs? If Yea! how and in what manner did Your come to the Knowledge of it.r Set forth the same at large in Your own clear Manner.

16.th ..... Do Your or do You not know of a Sum of Money having been paid by the Original Defendant to the Original Complainant over and above his Bill of Costs? If Yea! set forth the Your knowledge of the same.

Interrogatory for James Taylor Esq.r } Do Your or do You not know of any Conversation which took place between You and the Original Defendant respecting the Original Bill now before this Honble Court, in the Month of October One Thousand Seven Hundred Seven Hundred and Eighty seven or at any other and what time? If Yea set forth and declare the whole of such Conversation fully and at large.

1.st Interrogatory for Stephen Popham } Do Your or do You not know of a Bill of Complaint having been filed in this Honble Court by J. Bryant Esq.r against the Original Defendant, at any and what time for the Sum of three Thousand Pagodas or thereabouts. And was You or not the then Attorney at Law of the said J. Bryant Esq.r Declare.

16.th ..... Did You or not receive Orders from the said J. Bryant Esq.r to withdraw the said Bill now after it had been filed? Did or did not the Original Defendant want you to know if You had so withdrawn it? And did You or did You not then ask the said Original Defendant whether he would settle the Debt due to the original Complainant in this Cause in the same manner in which the Debt due to the said J. Bryant Esq.r was to be settled? Declare all You know fully and at large.

20.th ..... Do You or do You not know if the Original Defendant agreed to pay the Debt due to the Original Complainant? If Yea! set forth the Reasons if any given to You by the Original Defendant for so doing to the best of Your Knowledge in the fullest Manner.

For all the Witnesses } Do You know of any other Matter or Thing touching the Matters in Question in this Cause, that may tend to the Benefit and Advantage of the Original Defendant and Cross Complainant in these Causes, besides what You have been interrogated unto? Declare the same fully and at large as if You had been particularly interrogated thereon.

P. Spencer
Atty Orig: Defendt & Cross Complainant

Mayor's Court at Madraspatnam } Between Henry Dia Puy Complainant and Charles Darke Defendant Site contra

On the Part of the Original Defendt and Cross Complt

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

James Taylor Esq.r Register of the Honble the Mayor's Court at Madraspatnam aged forty five Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant, was on the twenty ninth Day of November One Thousand Seven hundred and eighty eight Examined at the Office of Mr. Henry Dia Puy who is Attorney for the Original Complainant and Cross Defendant by and of any Servants who also left Minutes 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 not know the Original Complainant and Cross Defendant Henry Du Buy in this Cause and that he hath so known him about Nineteen or Twenty Years and that he doth not know the Original Defendant and Cross Complainant Charles Darke in this Cause and that he hath not known him about Seventeen Years And more he saith not to this first Interrogatory

17th ..... To the Seventeenth Interrogatory this Deponent saith That he cannot recollect the Particulars of any conversation that might have passed between him and the Original Defendant Charles Darke respecting the Original Bill filed Against him in the Honble Mayor's Court. But this Deponent recollects receiving a Note from the Original Defendant Charles Darke the purport of which was, to the best of this Deponents recollection, reminding this Deponent to speak to the Original Complainant Mr Henry Du Buy, that after having paid him such Sums of Money, if he did not withdraw his Bill and Agree to take security for Bonds or Bonds in payment, that he would complain of his Conduct and Extortions to him, And more this Deponent saith not, to this and to the last Interrogatory.

Joseph Sharne Ex[d]

James Taylor

Mayor's Court at Madras Spatium

Between Henry Du Buy Complainant and Charles Darke Defendant et è contra

On the Part of the Original Defendant and Cross Complt

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

Mr

Mr Stephen Popham One of the Attorneys of this Honble Court Aged forty three Years or thereabouts being Produced as a Witness in this Cause on the part of the Original Defendant and Cross Complainant, was on the twenty fifth Day of November One thousand seven hundred and eighty eight Sworn at the Office of Mr Henry Du Buy who is Attorney for the Original Complainant and Cross 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 follows viz[t]

1st ..... To the first Interrogatory this Deponent saith That he doth not know the Original Complainant and Cross Defendant Henry Du Buy in this Cause and that he hath not known him two Years and upwards and that he doth not know the Original Defendant and Cross Complainant Charles Darke in this Cause, and that he hath not known him two Years and Upwards And more he saith not to this first Interrogatory.

18th ..... To the Eighteenth Interrogatory this Deponent saith That he doth know of a Bill of Complaint having been filed in the Honble Court by Bryan Scottney Against the Original Defendant in this Cause, and he believes it was for the Sum of three thousand Pagodas or thereabouts, And some time at the close of the Year One thousand seven hundred and Eighty five And this Deponent was the Attorney for Bryan Scottney And more he saith not to this Eighteenth Interrogatory.

19th ..... To the Nineteenth Interrogatory this Deponent saith That he did receive orders from the said Bryan Scottney to withdraw the said Bill but doth not recollect the time when And this Deponent saith That he believes the Original Defendant did call upon him to know if the said Suit was withdrawn This Deponent saith That in consequence of this knowing that the Original Defendant was sued by the Original Complainant and had requested a Bill to be filed against him

the

The manner in which he had settled with the Bryan Scottney. This Deponent either asked the Original Defendant or Enquired of this Deponent but which this Deponent doth not now recollect at the present time to believe the request came from the Original Defendant for settling his claim with the Original Complainant in the same manner he had done with the said Bryan Scottney, and this Deponent accompanied Waited on the Original Complainant with the proposition, which he refused, and proposed his determination that the Law should take its course, This Deponent to the best of his Recollection Applied on this occasion in the manner to the Original Complainant, and always reported to the Original Defendant the refusal of the Original Complainant. And to the Twenty first Interrogatory this Deponent saith, That the Original Defendant agreed for reasons because he wished to settle the Dispute in the manner stated in his answer to the Nineteenth Interrogatory This Deponent saith, that to the best of his recollection, the reasons of the Original Defendant for wishing to settle was from the Policy of Arranging all his affairs without incurring any further Expense or inconvenience of Suits at Law, This Deponent believes that he argued in favor of the propriety of the above principle from friendship to the Original Defendant but this Deponent declares that to the best of his Recollection he studiously avoided entering into the merits of the Controversy between the parties, as being unnecessary, the Line of Accounts stated being drawn, to wit, the similar Arrangement to that made with the said Bryan Scottney and this Deponents Object as a friend to each Party, being to settle their disputes in an Amicable manner and not to discuss the relative merits. And Moreover said Deponent doth not know or believe

Last

Last Interrogatory.

Joseph Shawe Exr

L. Pynham

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th Day of September Anno Domini 1785.

Present

Philip Stowey Esquire Mayor
Edwd John Holland and Robt Ewing
Aldermen

Charles Drake
vers
Nathaniel Barlow Administrator of Dawsaunce Drake Deceased

Mr Charles Bromley and Mr Henry Duffey the Attys for the Complainant pray leave to Withdraw this Cause each Party paying their own Costs. To which Mr Edward Ellis the Attorney for the Defendant Consents. Ordered Accordingly.

A true Extract

C. Taylor
Deputy Regr

500

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th Day of September Anno Dominii 1785.

Present

Philip Stoney Esquire Mayor

Edwd John Holland and Robt Ewing

Aldermen

Charles Darke

versus

Nathaniel Barlow Administrator of Dawsonne Drake Deceased

by his Attornies John Mengies and Peter Walker

Mr Charles Bromley and Mr Henry Du Pre Ruy the Attornies for the Complainant pray Leave to withdraw the Supplemental Bill exhibited by the Complainant pray Leave to withdraw the Supplemental Bill exhibited Party paying their own Costs to which Mr Edward Ellis the Attorney for the Defendant Consents Ordered Accordingly

A true Extract

G Taylor
Dept Regr

501

Mayor's Court at Madrasspatnam

Friday the 15th Day of May Anno Dominii 1790

Present

Vincentio Corbett Esquire Mayor

Josias Du Pre Porcher — Andrew Ross

James Landon — John Mitford

and Henry Chichley Michell — Aldermen

Mayor's Court

L.S.

Between Henry Du Pre One of the Attornies of this Honble Court Complainant and Charles Darke of Madras Merchant Defendt Et Contra,

These Cause coming on to be heard and Debated this Day in the Presence of the Attornies on both Sides On Reading the Original Complainants Bill with Mr Barlows Account Current and Copy of a Bond or Obligation Annexed, The Affidavit, The Original Defendants Answer with Copies of Eight Exhibits Marked A B C D E F G & H Annexed, The Cross Bill with the Copy of an Account Current Annexed, The Replication, The Amended Cross Answer, The Rejoinder, The Cross Replication, The Cross Rejoinder, The Interrogatories and Depositions on the Part of the Original Complainant and Cross Defendant with Five Exhibits Marked A B C D & E Annexed, The Interrogatories and Depositions on the Part of the Original Defendant and Cross Complainant, Two Exhibits on the Part of the Original Complainant and Cross Defendant, On Hearing the Pleadings made Use of by the Attornies and Due Consideration had Thereon, This Court doth think fit to Order and Decree

Decree and Order Accordingly Order and Decree that the Original Defendant do pay unto the Original Complainant the full and just Sum of Two Thousand three Hundred and twenty Eight Pagodas Fifteen Fanams and Seventy two Cash Pagodas 2328. 15. 72/— 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 and it is further Order and Decree that the Cross Bill do stand Dismissed with Costs.—

Dixit

Filed 27th Feby 1786—

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this

Honble Court Your Orator Henry Du Pay One of the Attorneys of this Honble Court That Charles Darke of Madras Merchant Stands Indebted unto Your Orator in the full and just Sum of Seventy four Pagodas Twenty Six Fanams and Thirty three Cash Current Money of Madras Madrapatnam Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda Which Sum of Thirty Pounds four Shillings and Nine Pence or thereabouts as will more fully and at large Appear by an Account Current hereunto annexed for the Inspection of this Honble Court which Your Orator prays may be Admitted as part of this his Bill of Complaint And Whereas Your Orator hath frequently and in an amicable manner Requested payment of the said Sum of Seventy four Pagodas Twenty Six Fanams and Thirty three Cash from the said Charles Darke Yet so it is May it please this Honble Court the said Charles Darke Obstinately and Wilfully Refuses to pay the same or to

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 Charles Darke may upon his Corporal Oath (full True direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully Truely and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly interrogated and that he may be Decreed to pay unto Orator the aforesaid Sum of Seventy four Pagodas Twenty Six Fanams and Thirty three Cash together with all such Interest as now is or shall Whereafter become due thereon also all Costs of this Suit—

May it Please this Honble Court to Cause the said Charles Darke to be Summoned and Required by the Sheriff of Fort Saint George 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 to Shew and Then to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree Therein as to this Honble Court shall Seem Meet—

Wm Du Pay
Atty Complainant

No. 8 — Mr Charles Darke Cause Henry Dudley

				£	s.	d.
1785	Aug. 20	To Cash paid Mr Hamilton's Clerk			13.	2
	27	To Do			13.	2
		To Interest on the following Sums from the Respective Times Charged thereon				
1786	April 18	To Do on £30 from 23 Aug. 1785 to 18 April 1786	1 Yr. 7 M. 25 D.	2	5.	0
		To Do on £13.2 from 27 Aug. 1785 to 18 April 1786	1 Yr. 7 M. 21 D.	1	3.	2
				£45	13.	2

Pagoda 13. 26. 32.

Pagoda 13. 26. 32.

Errors Excepted
Thos. Dallas
Clerk of Errors

Pagoda 13. 26. 32.

Pagoda 13. 26. 32.

Errors Excepted
Thos. Dallas
Clerk of Errors

Filed 18th April 1786.

In the Hon^ble the Mayor's Court.

Henry Dudley Complainant

Versus

Charles Darke Defendant

The Plea and Answer of Charles Darke Defendant to the Bill of Complaint of Henry Dudley Complainant.

The said Defendant by Protestation not confessing or Acknowledging all or any of the matters or things in the said Complainants Bill of Complaint to be true in such manner and form as the same are therein and thereby set forth and alledged, doth plead thereunto, And for Plea saith that the Sum and Extent of the Complainants Bill being to recover from the Defendant the Sum of Twenty five Star Pagodas Twenty Six 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 Thirty Pounds four Shillings and Nine Pence Which the said Complainant pretends and alledges is due and owing to him from the said Defendant. For this Defendant Answering saith that the Complainant some Time in or about the Twenty fifth Day of October in the Year of Our Lord One Thousand Seven Hundred and Eighty five did file his Bill in this Hon^ble Court against this Defendant in Order to recover from him the Sum of Two Thousand Three Hundred and Twenty Eight Star Pagodas fifteen Fanams and Twenty two Cash of the Value of Nine Hundred and Thirty One Pounds six Shillings and Eight ++++ Pence Lawful Money of Great Britain According to the Conditions of

2

a Certain Bond and Account Current Annexed to the said last mentioned Bill pretended to be due by this Defendant to the said Complainant And which said Bond or obligation appeared by the Complainants Pleadings in the said Cause was given upon a full Settlement of all Accounts and Demands between the Complainant and Defendant how this said Original Bill filed this Defendant Duly filed his Answer and therein (inter alia) Sware that he did not owe the Complainant the Sum or Sums of Money in the said Original Bill mentioned or any other Sum or Sums of Money × whatever because he had paid the said Complainant two Several Sums of Five Hundred and Three Star Pagodas and Two Thousand five Hundred Star Pagodas and Two Thousand five Hundred Star Pagodas Making together the Sums of Three Thousand and Three Star Pagodas of the Value of One Thousand Two Hundred and One Pounds four Shillings, And and lawful Money of Great Britain in full of a certain Agreement the said Answer mentioned and of all other Demands what soever which the Complainant then had or might pretend to have And this Defendant did also at the same time conformably to the Rules and Practice of this Honble Court and with the Intent to bring all Accounts between the Complainant and this Defendant into a full and fair Judicial Discussion file a Cross Bill against the said Complainant, wherein (among other things Hereafter fully inserted) the Complainant was required Amongst other things "to set forth whether "after receiving the said two Sums of five Hundred and three Star Pagodas "and Two Thousand five Hundred Star Pagodas He had or had not any "other Demands against this Defendant of what Nature and to "What Amount" which the said Original Complainant did not set forth in his Answer in any manner whatever, but filed an insufficient and

and evasive Answer, to which No New Exceptions were filed in this Honble Court by this Defendant and the said Original Complainant was obliged to Amend His said Answer, but denied pretended or Alledged therein that there was any other Sums of Money whatever due to him, at the time this Defendant had granted the Bond whereon the Original Bill is filed, or in any Notes taken thereof in the Account Annexed to the Complainants said Amended Answer and which he pretended to have sworn and became due to Him since the Execution of the said Bond And this Defendant Saith that the only Question between this Defendant and the said Complt in whether the Bond Annexed to the Complainants said Original Bill was given and granted in full of Accounts and Demands then Actually due as the said Complainant pretends or whether the said Bond or Obligation was given and granted for Business then to be done was an Inducement for the said Complainant to Proceed therein, this Defendant having before Paid the Complainant the said two Sums of five Hundred and three Pags and two Thousand five Hundred Pagodas in full of all Demands whatever in Manner and Form as this Defendant hath Already set forth in and by His said Answer to the said Original Bill, And to which this Defendant craves leave to refer and prays may be taken as part of this Answer. Wherefore this Defendant Submits to the Judgement of this Honble Court whether they will Sustain the present Bill and Countenance the Complainant in a Vindictive Spirit of Prosecution by Suffering him to institute a Multiplicity of Suits contrary to Law and Order to harass and distress this Defendant. And therefore this Defendant humbly Insists to be Advised, That He having by His Answer to the Complainants Original Bill, Already denied upon Oath that He is indebted to the Complainant and Any Sum or Sums of Money whatever He is not bound by Law to Answer the Complainants present Bill, for Admitting Which He by no means Allows that He did owe the Complainant the Sum of Money mentioned in the present Bill, It might Subject this Defendant

Defendant to a Criminal Prosecution And the Law does not allow a Man to criminate Himself because such Practice would be Attended with Evil Consequences and Introductive of Perjury And for this further Reason

Because Admitting that the said Sum of Seventy five Star Pagodas Twenty Six Fanams and Thirty three Cash to have been really and Bona Fide Lent by the Complainant to the Defendant and not included in the Payments and Allowances mentioned in the Defendants Answer to the Original Bill which the Defendant by no means allows to be the Truth, the Complainant might and ought to have stated and set the Same forth in his Answer to the Cross Bill whereby He would have had the full Benefit of whatever he was intitled unto at the final Hearing of these Causes and the Decree to be pass'd thereon And this is to the End, and Intent Only to prevent Suits to proceed being Split and Multiplied, And Parties Suitors from being harrassed by unnecessary Expenses, And therefore the Suitors from being harrassed by unnecessary Expenses, that the Practice of Cross Bills hath been introduced, And the Law Rules that whatever tends to a Multiplicity of Suits shall be a good and Sufficient Cause of Demurrer which this Defendant might have availed Himself of And therefore the present Bill ought not to be encountenanced in this Honble Court

All which Matters this Defendant is Ready to aver and plead in Bar of the Complainants said Bill and of the Complainants said Demand for which he prays Relief And this Defendant prays to be hence Dismissed with his Reasonable Costs and Charges in this Behalf most wrongfully and injuriously Sustained

Chas Darke

Sworn to Before me
this 22d day of April 1786
Robt Ewing
Mayor

P Spencer Defendts
L Grierson Attorys

Filed the 16th May 1786

The Replication of Henry Di Pury Complainant to the Plea and Answer of Charles Darke Defendant

This Replicant Saving and Reserving to himself all and all Manner of Advantages of Exception to the Manifold Insufficiencies of the said Plea and Answer for Replication thereunto Saith that all and every the Matters and things in and by this Replicants Bill of Complaint already Alledged he will Justify maintain and prove to be good certain and Sufficient in the Law for to be Answered unto in such manner as the Same are therein and hereby set forth and Alledged and that the Plea and Answer of the said Defendant is untrue and insufficient in the Law to be by this Replicant Replied unto for Divers Manifest Imperfections and uncertainties therein contained The Benefit of Exception whereunto being now and at all times Saved to this Replicant And this Replicant for further Replication Saith that he doth maintain that the Defendant ought not Justly and truely Indebted unto him in the Sum of Seventy five Pagodas Twenty Six Fanams and Thirty three Cash as the same is Charged and Stated in his Bill of Complaint and Account Current thereunto Annexed And this Replicant Saith that his Action is Rightly brought, and that he was compelled thereto by the Defendant not paying him the same as he ought to have done And this Replicant Saith that his present Demand is for a Debt

Accrued

Accrued long Since the Law referred to by the Defendant, with
Which he hath no manner of Relation, And the Defendant will
know that to be just Debt, the said Articles of Fifty Pagodas and
Twelve Pagodas being lent and paid unto the Defendant at his
earnest Request and Representation of distress, the Defendant
Reason therefore for not Answering the same under pretence
that it might subject him to a Criminal prosecution for perjury
is Very evasive and clearly tends to prove that he really does
owe the Money and that he sought to pay the same.

All Which Matters and Thing this Replicant
is Ready and willing to aver maintain and prove as this
Hon^ble Court shall direct and most humbly prays as in and
by his said Bill of Complaint he hath Already Prayed.

Hy Dupuy
Att^y Replicant.

Filed 20th June 1786.

In the Hon^ble the Mayor's Court at Madrasapatnam

The Rejoinder of Charles
Darke of Madras Merchant
Defendant to the Replication
of Henry Du Puy and of the
Attorneys of the said Hon^ble
Court Complainant.

This

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 to said
Plea and Answer is true certain and sufficient in the Law to be replied unto,
and further saith, as in and by his said Plea and Answer he hath already
said, and doth and will at all times aver, maintain and prove, all and
every matter and thing therein contained to be true, certain and sufficient
in such Manner, and for such Purposes as therein is Alledged and expres-
sed, and this Defendant saith, that the Replication of the said Complainant
is waived and insufficient in the Law to be rejoined unto, by this Defend^t
for divers Defects and Imperfections therein contained; and for further
Rejoinder this Defendant saith that, having by his Answer to a
Bill filed on or about the Twenty Sixth Day of October, One Thousand
Seven hundred and Eighty five, by the Complainant, in order to recover
from this Defendant the Sum of Two Thousand Three hundred and
Twenty Eight Pagodas, Fifteen Fanams and Twenty Two Cash, according
to the Conditions of a certain Bond and Account Current Annexed to
the said Bill, pretended to be due by this Defendant to the Complainant
Sworn that he did not Owe the Complainant the Sum or Sums of Money
in the said Original Bill mentioned, or any other Sum or Sums of Money
Whatever because he had paid the said Complainant Two Several Sums of
Five Hundred and Three Star Pagodas; and Two Thousand Five Hundred Star
Pagodas, in full of certain Agreements in the said Answer mentioned, and
of all other Demands whatsoever, which he then had or might pretend to
have; this Defendant thereby insists to be now advised that he having by his
said Answer to the Complainant's Original Bill, already denied upon Oath
that he is indebted to the Complainant in Any Sum or Sums of Money
Whatsoever

Whatsoever he is not bound to make any other or further Rejoinder to the Replications of the Complainant, and denies that the sums and claims of the Complainants said Demand, as he pretends in his said Replications are true, To this Defendant saith That he doth not owe the said Complainant any Sum or Sums of Money whatever, as he hath in his and by his said Plea and Answer already said, and therefore Submits Whether the present Bill should be countenanced in this Honble Court, and whether the same ought not to be dismissed with Costs of Suit.

P. Spencer } Attys Defendt
J. Grierson }

Mayor's Court at Madraspatnam } Friday the 14th Day of May Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Josias Du Pre Porcher — Andrew Ross
James Landon — John Hilford
Henry Chicheley and Michell — Aldermen

Mayor's Court

L.S.

Between Henry Du Pre Grey one of the Attornies of this Honble Court Complainant and Charles Darke of Madras Merchant Defendant

This Cause coming on to be Heard and Debated this day in the presence of the Attornies on both sides On Reading the Complainants Bill with an Account Current Annexed, The Defendants Plea and Answer, The Replications, The Rejoinder, On Hearing the Pleadings Made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Seventy Five Pagodas Twenty Six Fanams and Thirty Three Cashes of Pagodas 75.26.33. / 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

Decd

(510)

Friday the 28th May 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Lagaroya Modelly of Madras Inhabitant that Sangaroya formerly of Madras but who is now dead having in his Lifetime occasion to borrow the Sum of Star Pagodas Sixty two and half Applied to Your Orator to Lend and Advance him the Same, which Your Orator accordingly did to Secure the repayment whereof with Interest at the rate of Twelve Per Cent per Annum the said Sangaroyen did together with Ane Pareyatan his now also deceased, and Annachellabe Modelly of Madras Inhabitant The Defendant hereinafter named enter into and Execute their Bond or Written Obligation bearing date on or about the Seventeenth day of the Months of Chittrai in the Malabar Year Yavalamby Answering to the Twenty Seventh day of April in

in the Year of Christ One Thousand Seven Hundred and Seventy Eight Twenty
They promised and engaged to pay unto Your Orator and to one Mootlaundy
Moodeliar in the life time of the said Mootlaundy Moodeliar who is now dead
the aforesaid Sum of Sixty two and half a Star Pagodas together with Interest for
the same at the Rate aforesaid whenever Your Orator should demand the Pay-
ment thereof. Your Orator further Shews unto this Honble Court that the
said Sangarappan and Paryatamby Regarded this life time the execution
of the said Bond or Writing unbrumed, without having paid either to the
said Mootlaundy Moodeliar in his life time, or to Your Orator either the said
Principal Sum of Sixty two and an half Star Pagodas or any part of the Interest
thereof Whereupon Your Orator resorted to the said Annachellala Moodelly for
Payment of the Principal and Interest Monies due and owing to Your
Orator in manner aforesaid Upon which the said Annachellala Moodelly
alledged his inability of them discharging the same and Requested Your
Orator to Accept of a New Security for the amount thereof with which Your
Orator Complied And Your Orator shews that in consequence thereof the
said Annachellala Moodelly did by a certain Agreement or writing instru-
ment by him duly executed bearing date on or about the first Day of August
which was in the Year of Christ One Thousand Seven Hundred and Eighty
Nine and written in the Malabar Language and Character promised and
engaged to pay to Your Orator the aforesaid Sum of Sixty two and half Star Pago-
das on or before the Twelfth Day of October now last past, together with Interest for
the same annual and after the Rate of Twelve per Cent per Annum to Commence
and be computed from the said Twenty Seventh Day of April in the said Year
One Thousand Seven Hundred and Seventy Eight as by the said Agreement
or writing instrument Now in Your Orator's possession Ready to be produced
and proved to this Honble Court will more fully Appear and as by a true
and perfect Translation thereof to this Your Orator's Bill of Complaint
Annexed and unto which Reference may be taken as part thereof All which Appear-
and

and Your Orator is ready to bring into this Honble Court the said Original
Bond or obligation so executed by the said Sangarappan Paryatamby
and Annachellala Moodely bearing date the Twenty Seventh day of April
in the Year One Thousand Seven hundred and Seventy eight aforesaid
in Order that the same may be Cancelled or otherwise Disposed of as to this
Honble Court shall seem meet And Your Orator hath for the better Infor-
mation of this Honble Court thereunto also hereunto Annexed a true and
faithful translation thereof Your Orator further shews unto this Honble
Court that the said Sum of Star Pagodas Sixty two and an half Current Money of Madras
(Making in Sterling Money of Great Britain at the rate of Eight
Shillings for every Pagoda the Sum of Twenty five Pounds or thereabouts)
is still due and owing to Your Orator together with the Interest thereof
and Your Orator hath therefore oftentimes in a friendly manner
Applied to the said Annachellala Moodelly for payment thereof.

But now so it is May it please this Honble Court that the
said Annachellala Moodelly Tempting and Defrauding Your Orator in this
behalf hath not yet paid Your Orator the said Sum of Sixty two and
half Star Pagodas or the Interest thereof or any part thereof but hath
hitherto Altogether refused to pay him the same or to make Your Orator
any manner of Satisfaction in the Premises To the End therefore
that the said Annachellala Moodelly May upon his Corporal Oath
(all and singular just and distinct Answer make to all and singular the
Matters and Charges aforesaid and that as truly fully and effectually
to all Intents and purposes as if the same were severally and
distinctly Interrogated and that the said Annachellala
Moodelly May by a short Day be Decreed to pay unto Your Orator the
aforesaid Sum of Sixty two and an half Star Pagodas so Decreed
and owing to Your Orator in manner aforesaid together with Inter-
est for the same from the said Twenty Seventh Day of April in the
said

Said Year One Thousand Seven hundred and Seventy Eight at the Rate of Twelve per Cent per Annum and will Pay the Same further Interest as shall Hereafter arise and become due thereon and also all Suits Cost and Expences as Your Orator shall Sustain and be put to in the recovery thereof and that Your Orator may be further and otherwise relieved in the Premises According to Equity and Good Conscience and as the Nature of Your Orators case may require

May it Please this Hon^ble Court to Cause the said Annachetala Moodelly to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras patnam and the Districts thereof personally to be and Appear before this Hon^ble Court at a certain time and place to be by this Hon^ble Court 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 Saint George 17 February 1790

John White
Attorney for the Complainant

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

Vinc^t Corbett
Mayor

Translation of a Mortgage Bond Dated 17th Chittra of Yavalauney Year Answering to Anno Domini 27th April 1778

I Sungarayyan Son of Cadapaudrum Mallanas Moodeliar of Teronmy Sanpore do Give this Bond to Mottaundy Moodeliar Son of Mallayah Moodeliar and Tavarey Moodeliar Son of Vanatta Tah Moodeliar of Sangoandal Moodely Cast of the Same Place that is to say

In Consequence of my Urgent Occasion I have this day borrowed and Received of You the Sum of 62½ star Pagodas Current Money of Madras and the Mortgage of my house which said Sum of 62½ Pagodas 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 P^r C^t Annum Thus I have given You this bond with my free will and Consent Witnesses Cannagiah Moodeliar and Govindayya and Witness by Cannagiah Moodeliar Signed by Sungarayyan

(Signed) Tarey Tamby

Witnesses Signed
Cannagiyan
Marked Mottal Naigen
Signed Cauracal Nimagen

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

Rangasaudom
Interpreter

Attested by John White Attorney for the Complainant

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Translation of an Agreement Dated the 1st Augt 1789

I Annachellah Modelly of Mylaupore do give this Agreement to Lagarayar Modelly Son of Manadutah Modeliar of the same place Thatis to say

In Consequence of a Mortgage Bond having been Executed to You and Mootaumby Modelly ar among Ourselves for the Sum of Pags 62½ on the 17th Chittra of Pelumby Year or 27th April 1778 by me and my Elder Brother Sankaranaim Conjunctim with Ourselves Lagaya Toumby and the Repayment of the principal and Interest of the said Bond to this day and owing to the Death of my Elder Brother Sankaranaim and Lagaya Toumby as well as Your Grandfather Mootaumby I do hereby engage to pay You the said Sum of Sixty two Pagodas and a half of the Contents of the said Mortgage Bond on or before the 30th Parataumy or 10th October Next with all Interest as shall or may become due thereon at the rate of 12 ℘ Cent ℘ Annum Commencing from the 17th Chittra of Pelumby Year or 27th April 1778 In Default of which You are to recover it by Suing My House by prosecuting me in the Honble the Mayor's Court thus I have given You this Agreement with my free will and Consent

Witness Alagapah Modeliar Rudr Kistnamah Chitty by their Consent this Agreement was Drawn by Lagarayen

Signed Annachellum

Witnesses Signed
Alagapen
Cattho Kistnama

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

Ranganaudom
Interpreter

A true Copy
John White Attorney
for the Complainant

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Mayor's Court at Madrasapatnam

Tuesday the 18th Day of May Anno Dominy 1790

Present

L.S.

Vincentio Corbett Esquire Mayor
James Call and Andrew Ross
Aldermen

Mayor's Court

Between Lagarayar Modelly of Madras Inhabitant Defendant and Sangarayyan formerly of Madras but who is now dead and Annachellah Modelly of Madras 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 Sixty Two and an half Pagodas Pagodas 62½ - - 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 the 15th May 1790

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Shewn unto this Honble Court Your Orator Venkatakistnama Naicker of Madras Inhabitant that Chinnaveerautallo of the same Place Inhabitant Stands indebted unto Your Orator in the full and just Sum of Two hundred and Seventy Star Pagodas and Seventeen fanams Current Money of Madras Making in Sterling Money of Great Britain Value Eight Shillings Seven Pence Pagoda the sum of Eighty Two Pounds Nineteen Shillings and Two Pence which Debt as will more fully Appear by the Copies of the Translations of a Mortgage Bond and Account hereunto Annexed for the Inspection of this Honble Court and Prayed by Your Orator to be taken as part of this his Bill of Complaint the Originals whereof are Now in Your Orators Possession and ready to be produced to this Honble Court When required and Your Orator further Shews unto this Honble Court that he hath frequently and in a friendly manner Requested the Payment of the said Sum of Two hundred and Seventy Pagodas and Seventeen fanams

But Notwithstanding and may it Please this Honble Court the said Chinnaveerautallo 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 herein to this Honble Court shall Appear agreable to Equity and good Conscience To the End therefore that the said Chinnaveerautallo may upon his Corporal Oath (full true direct and perfect Answer make to all and Singular the matters and things herein before set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and Seventy Pagodas and Seventeen fanams with all such Interest as now is or shall hereafter become due thereon also Costs of Suit

May it Please this Honble Court to Cause the said Chinnaveerautallo

Chinnaveerautallo to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

J. Popham
Atty for Complainant

Fort St George 15th May 1790
This Bill was shewn to me in the Stage of Adjournment Let a Summons issue returnable at next Court Day

Vincr Corbett
Mayor

Translation of a Mortgage Bond dated 1st Audy of Hevilarei Year Answering to Anno Domini 1st July 1788

I Chinnaveerautallo Wife of the Nainniya Coindaja Chitty of Madras do give this Mortgage Bond to Venkatakistnama Naickar Son of Padmanaud Mootoorauza Venkatawedela Naickar of the same Place That is to say

In Consequence of my urgent Occasion I have this day Mortgaged to You my House situated at Peddenaigs Palaim the Ground of Sevanajeyemaun Kim Chaumbia Street of the East to West in one Line between the Houses of Chaumbia and Chitty Narrain which Ground measuring in Length 12 feet and in Breadth 23 1/2 feet which Ground the Walls thereunto &c being in one line that and the Mortgage of my House and the Bills of Sale thereof in the Name of my Brother in Law Mootoonauzayan I have borrowed and received of You the sum of 1/270/ One Hundred and Seventy Star Pagodas Current Money of Madras which Sum I do hereby engage to pay You on or before the 30 Vyauvy of Soumyaa or 10th June 1789 with all such Interest as shall or may become due thereon at the rate of 12 p. Ct. p. Annum in default of which You are to take the Premises Mortgaged to the Value which may be sold or

or estimated by sworn Persons should I stand any Objections thereto You are in such Cases to recover the Principal and Interest by Suing in the Mayors Court without Issuing writing it. That Thavengioion Your this Mortgage Bond was Witnessed Mill and Coninel Witnesses Raminaden Son of Saumbian of the Town lying to the East of my House and Rangawa Chitty the Son of Appalo Chitty of the Town lying to the West of my House by their Knowledge this Mortgage Bond was drawn by Angyarancantan

Marked Chinnawenautallo

Witnesses Signed
Rounnia Son of Saumbia
Rangawa Chitty Son of Appaw Chitty
Marked Payeawa Chyantan
D.o Mootinnawayan.

Attested Corry
T. Popham

A true Translation was made from the Malabar Language
Rangawadan
Interpreter

D.o Chinnawenautallo Cinnaetty Mencatakistnamah Kaickal &c.

1788 July	11th	To the Amount of Mortgage Bond of this Date	170.	-	-	1790 May	11	By Balance due	207.	17. -
1790 May	11	To Interest on the above to this day being 1 yr. 10 mo. @ 12 p.Cent	37.	17.	-					
		To Summons								
		Pagodas	207.	17.	-			Pagodas	207.	17. -

Madras 11th May 1790
Error Excepted
T.P.
Attested Corry
T. Popham

Tuesday the 18th Day of May Anno Dominy 1790

Present
Vincentio Corbett Esquire Mayor
James Call and Andrew Ross
Aldermen

Between Nuncatakistnama Native of Madras Inhabitant Complainant and Chinnawenau Talla of the same Place Inhabitant Defendant.

Mayors Court
Madrasapatnam
L.S.

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of Two Hundred and Seven Pagodas and Seventeen Fanams Pagodas 207. 17. - together with all such Interest as now is or shall hereafter become due thereon until the full Payment is made also all Costs of this Suit.

Filed This 27th March 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Dharmanachary of Madras Inhabitant that Coppay Chitty and Ristnama Chitty of the same Place Inhabitants having occasion to borrow the Sum of Four Hundred Star Pagodas Applied to Your Orator to lend and Advance them the same which Your Orator accordingly did the Securities whereof they the said Coppay Chitty and Ristnama Chitty did enter into One Bond or Writing Obligatory bearing Date on or about the Fifteenth Day of the Month of Jarataury in the Malabar Year Rulaca Answering to the Twenty fifth Day of September in the Year of Christ One Thousand Seven hundred and Eighty Eight by which Bond or Writing instrument they the said Coppay Chitty and Ristnama Chitty did Acknowledge to have borrowed and Received from Your Orator the Sum of Four hundred Star Pagodas Current Money of Madras which Sum of Four hundred Star Pagodas they did thereby promise and engage to pay unto Your Orator on or before the Tenth Day of January then next together with Interest for the same at the Rate of Twelve per Cent per Annum in Default which of they the said Coppay Chitty and Ristnama Chitty did by the said Bond or Writing instrument Authorize and empower Your Orator to sue them for Recovery thereof in this Honble Court as by the said Bond or Writing instrument Duly executed by them the said Coppay Chitty and Ristnama Chitty bearing Date as aforesaid and Ready to be Produced and proved to this Honble Court Relation being thereunto had will fully and may more at Large Appear and Your Orator hath for the further Information of this Honble Court herein Annexed to this his Bill of Complaint a true and Faithful Translation of the said Bond or Writing instrument which they pray may be taken as Part thereof and to which he humbly Craves leave to refer Your Orator further Sheweth unto this Honble Court that there is now due and owing to Your Orator by

by the said Coppay Chitty and Ristnama Chitty for Principal Monies and Interest on the foot of the said Bond or Writing instrument the Sum of Four hundred and Seventy 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 One hundred and Eighty Eight Pounds and Five Shillings or thereabouts and that Your Orator hath frequently and in an Amicable Manner Applied to the said Coppay Chitty and Ristnama Chitty to pay off and discharge the same

But now so it is May it please this Honble Court that the said Coppay Chitty and Ristnama Chitty Combining and Confederating together how to insure and distress Your Orator in this behalf have Altogether Refused and still do Refuse to pay Your Orator the said Sum of Four hundred Star Pagodas and the Interest due thereon was aforesaid or otherwise make Your Orator any manner of Satisfaction in the Premises To the End therefore that the said Coppay Chitty and Ristnama Chitty may upon their Oaths true full and perfect and direct Answer make to all and every the Matters and Charges aforesaid and that as fully Particularly and Effectually to all Intents and purposes as if the same were herein again repeated and they thereunto Interrogated Paragraph by Paragraph and that they the said Coppay Chitty and Ristnama Chitty may by a short day to be Appointed by this Honble Court be decreed to pay unto Your Orator the aforesaid Sum of Four hundred and Seventy Star Pagodas and Thirty Fanams together with the Interest due thereon and all the Costs and Charges Incurred and Accrued upon the said Sum of Four hundred Star Pagodas together with all Costs and Expences as Your Orator shall sustain and be put to in this Suit and that Your Orator may be further and otherwise Relieved in the Premises According to Equity and good Conscience and as the Nature and Circumstances of this Case shall Require

May it please this Honble Court to cause the the said Coppay Chitty and Ristnama Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and the Districts thereof personally

personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

Fort Saint George 27th March 1790

John White Attorney for the Complainant

This Bill was shewn to Court on the day of Adjournment for Summons issue returnable Mat Court day.

Wm Corbett Mayor

Translation of a Mortgage Bond dated 15th Parattasy of Rulaca Year Answering to Anno Domini 23rd September 1788.

We Coyyay Chitty and Son Ristnama Chitty both of us Chitty Cast of Madras do jointly give this Mortgage Bond to Dunmanchary Son of Saudavalore Pallauer Pandiny anchary of the same Place Chatticonay

In Consequence of our urgent Occasion We have this Day Mortgaged to You the Chaultry Pagoa bills of Sale of Our House situated in Coyyay Chitty are Street Northto the Land of Nootonmistrie East Line South to the Monument and North to the House of Canny Chitty and borrowed and Received of You the Sum of 400 four Hundred Star Pagodas Current Money of Madras which said Sum of 400 Pagodas We do hereby engage do Pay and Discharge before the 30th Maungalyar 18th January Next with all Cunch Interest as shall Commence Due thereon at the Rate of 12 p Cent p Annum Indefault of which You are hereby empowered to prosecute Us in the Honble the Mayors Court and Recover it with the Charges Attending thereto This we Coyyay Chitty and Ristnama Chitty have given this Mortgage Bond to Dunmanchary with Our free Will and Consent Witnesses Vanyan Ramarapah Chitty and Chedambra Chitty Coudayah Chetty and by their Knowledge this Mortgage Bond was drawn by Mallore Ambalatandy.

Witnesses Signed
Ramaren
Coudayan

Signed Coyyay
Do Ristnama

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

Rungamaudom
Interpreter

Attest Geo John White Attorney
for the Complainant

Filed 25th May 1790

In the Honble the Mayors Court at Madrespatnam

Between Dunmasamy of Madras
Inhabitant Complainant
and
Coyyay Chitty and Ristnama Chitty
of the same Place Inhabitants
Defendants

The Affidavit of John Seamen One of the Serjeants of this Honourable Court

This Deponent Maketh Oath and Saith that he did personally Serve the above Named Defendants with three Rules of this Honble Court the last of which Dated as follows Further Day is given the Defendant till the Twenty fifth Day of this Instant to Answer the Complainants Bill indefault of which Judgement will be given for the Complainant

John Seamen

Sworn in Court this
25th May 1790 Ti Taylor Regr

Mayor's Court at Madrasapatnam

Tuesday the 25th Day of May Anno Domini 1790

Present

L.S. Vincentio Corbett Esquire Mayor

Andrew Ross and John Hilford

Aldermen

Mayor's Court

Between Dummacharyer of Madras Inhabitant Complainant and Coyyay Chitty and Kistnama Chitty of the same place Inhabitant Defendants.

It Appearing by the Records of this Court that the Usual Rules have been found for the Defendants 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 Defendant shall pay unto the Complainant the full and just Sum of Four Hundred Pagodas Pagodas 400 - - together with all Costs & Interest accrued or shall hereafter become due thereon until full payment is made also all Costs of this Suit.

By Cur

Filed 27th June 1790

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Venkatarayer of Madras Inhabitant that Pulpoola Pagavanlor alias of the same Place Inhabitant stands justly and truely indebted unto Your Orator in the full and just Sum of One Thousand One Hundred and nineteen Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Four Hundred and forty Seven Pounds and Twelve Shillings or thereabouts the Particulars of which debt will more fully and at Large Appear by the Copy of a Mortgage Bond or obligation together with an Account current hereunto Annexed for the Inspection of this Honble Court Now which Your Orator Humbly Prays the Inspection of this Honble Court may be had and that they may be taken and Admitted as part of this his Bill of Complaint the originals whereof being in Your Orator's Attorney's Possession and Ready to be Produced when Called for and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Pulpoola Pagavanlor of the said Sum of One Thousand One Hundred and Nineteen Pagodas.

But now so it is May it Please this Honble Court the said Pulpoola Pagavanlor obstinately and wilfully Refuses to Pay the same nor to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief and that to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Pulpoola Pagavanlor May upon this Personal 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

and

and your prayers as if the same were here again Repeated and Particularly Interrogated and that the same may be Decreed to Pay unto Your Orator the aforesaid Sum of Four Thousand One Hundred and Nineteen Star Pagodas With all such Interest as now is or shall hereafter become Due thereon and also all Costs of this Suit.

May Please this Honble Court to Cause the said Pulpoola Pagavanlow to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras Patam and the Districts thereof Personally to be and Appear before this Honble Court at a certain Time and Place to be by this Honble Court Prefixed and Appointed thereunto then 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

G. Chalmers
Attorney for Complainant

Fort Saint George
June 27th 1790

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

Vinc. Corbett
Mayor

Know all Men by these Presents that I Pulpoola Pagavanlow of Madras Inhabitant am held and firmly bound unto Venkatarayloo of the same Place Inhabitant in the Penal Sum of Twelve hundred Pagodas Current Money of Madras Pagodas 1200. to the Payment whereof well and truly to be made to the said Venkatarayloo his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my hand and Seal in Madras this Twenty seventh Day of January in the Year

Year One Thousand Seven hundred and Eighty three

Whereas the above bound Pulpoola Pagavanlow have borrowed and Received of the above Named Venkatarayloo the full and just Sum of Six hundred Pagodas Current Money of Madras Pagodas (600) to Bear Interest at the Rate of Twelve p Cent p Annum Payable in One Year Indefault of Payment it is hereby Agreed and Covenanted to Commence in the Honble the Honourable the Mayors Court for the better Securing the Repayment the Principal and Interest Pulpoola Pagavanlow hath Mortgaged unto the said Venkatarayloo the several Premises hereinafter mentioned that is to say One House and Ground now Situated at Moota Pettah and Coral Street Between the Houses of Venkatarayloo aforesaid and Carvah Buttoo together with all and Singular Appurtenances and other Right and Title Concerning thereto and also another House and Ground also a Garden Situated at Kalet Pettah near Madras together With all other appurtenances thereto as also a Bamboal Situated at Sea Side at Madras as by the several Bills of the aforesaid Premises will Plainly Distinctly and at Large Appear

Now the Condition of this Obligation is such that if the above bound Pulpoola Pagavanlow his heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto Venkatarayloo his heirs Executors Administrators or Assigns the full and just Sum of Six hundred Pagodas Current Money of Madras Pagodas (600) Payable upon Demand together with such Interest as shall or may become due thereupon then this Obligation to be void and of no effect to Remain in full force and Virtue

Signed Sealed and Delivered
Whereas Stamp Papers to be had
in the Province of

A true Copy
G. Chalmers
Atty for Complainant

D.r Pulpoola Bagavanloo in Account Current with Venkatarayloo

1783 January	27th	To the Amount of your Mortgage Bond bearing date this day	Pags.	600	-	-	1790 April 12th	By Balance due from to this day	Pags. 1119	-	-
1790 April	12th	To Interest on D.o to this day 2y 3m 12d @ 2 p.c		519	-	-					
		Cont.d Amount									
			Pagodas	1119	-	-			Pagodas	1119	-	-

Fort Saint George this 12th Day of April 1790

E. E. & O.r (Signed) Venkata Rayaloo

Actual Copy

G. Chalmers
Attest.g for Compt.r

532

To Alagiriah Pulpoola Bagavanloo in Account Current with Venkatarayloo

To the Amount of your Mortgage Bond bearing date this day ... Pags. 600

To Interest on D.o to this day 2y 3m 12d @ 2 p.c ... 519

Cont.d Amount ... Pagodas 1119

Fort Saint George this 12th Day of April 1790

E. E. & O.r (Signed) Venkata Rayaloo

Actual Copy

G. Chalmers
Attest.g for Compt.r

533

To Alagiriah Pulpoola Bagavanloo in Account Current with Venkatarayloo

To the Amount of your Mortgage Bond bearing date this day ... Pags. 600

To Interest on D.o to this day 2y 3m 12d @ 2 p.c ... 519

Cont.d Amount ... Pagodas 1119

Fort Saint George this 12th Day of April 1790

E. E. & O.r (Signed) Venkata Rayaloo

Actual Copy

G. Chalmers
Attest.g for Compt.r

Signed Sealed & Delivered
in the Presence of
William Stanyan Paymr to the
Hon.ble the Governor

Alagiriah Pulpoola Bagavanloo

Fort Saint George
12th April 1790

Pagodas

Received

Mayor's Court at Madrasapatnam } Tuesday the 22. Day of June Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor

William Hobb and Andrew Ross Aldermen

L.S.

Between Ennatamylen of Madras Inhabitant Complainant and Pulpetal Pagavan Pealay of the same Place Inhabitant Defendant

The Defendant by his Attorney Mr. John Whitehill being in Court and Acknowledging the Justness of the Complainants Demands 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 of One Thousand One Hundred and Nineteen Pagodas 1119 = together with all such Interest as now is or shall hereafter become due thereon until the full Payment is made also all Costs of this Suit

Plea

Filed 23rd July 1790

To the Honble the Mayor's Court at Madrasapatnam

Between Ethill Parnell Complainant and Thomas Humphreys Defendant

The Humble Petition of the above named Complainant

Sheweth

That Your Petitioner filed a Bill of Complaint in this Honble Court Against the above named Defendant for the Recovery of a certain Sum of Money due by the said Defendant to Your Petitioner upon an Account Current

That after the usual Proceedings were had the Cause came on to be heard on the Ninth Day of October last when this Honble Court were pleased to Order and Decree that Your Petitioners said Bill be dismissed with Costs From which said 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 that the Register of this Honble Court do send up the Original Papers in the above Cause to the said Court of Appeals to attend the hearing of the said Cause

J. Popham
Atty for Compt

536

Filed 23d Feb.y 1790

To the Honble the Mayors Court at Madraspatanam

Between Peter Perring by his Attorney Josias DuPre Porcher Complainant and Andrew Pilly Defendant

The Humble Petition of the above Named Complainant

Sheweth

That Your Petitioner by his said Attorney Josias DuPre Porcher filed a Bill of Complaint in this Honble Court Against the above Named Defendant for the Recovery of Certain Sums of Money due by the said Defendant to Your Petitioner on the Balance of an Account Current Arising upon a Mortgage Bond Copies Whereof are Annexed to Your Petitioners said Bill of Complaint

Your Petitioner Shewth that this Honble Court were Pleased on the Twenty Seventh day of November last Past to hear Your Petitioners said Bill of Complaint and were of Opinion that the Powers given by Your Petitioner to his said Attorney did not Certain Sufficient Authority to enable his said Attorney to institute the said Suit Against the Defendant it was therefore Ordered that Your Petitioners Bill be Dismissed with Costs from which said Order Your Petitioner by his said Attorney has Appealed to the Court of Appeals at Madraspatanam

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 this Honble the Court of Appeals to Attend the hearing of the said Cause

J. Popham
Atty for Complt

537

Filed 23d Feb.y 1790

To the Honble the Mayors Court at Madraspatanam

Between Irmanuum Arunachellum Moodelly Complainant and James Taylor George Moubray Thomas Cockburn and Josias DuPre Porcher Executors Named in the last Will and Testament of George Savage Deceased Defendants

The Humble Petition of the above Named Defendants

Sheweth

That the above Named Complainant filed a Bill Against the above Named George Savage in his life Time for the Recovery of Certain Sums of Money Charged by the Complainant to be due to him from the said George Savage upon an Account Current and in the mean time the said George Savage Departed this Life and the said Cause hath been Revived by the Complainant

That after the usual Proceedings were had the said Cause coming to be heard on the Twenty Fourth day of November last when this Honble Court were Pleased to Order and Decree that Your Petitioners should pay unto the Complainant Out of the Estate and Effects of the said George Savage the Amount of the Complainants Demand with Interest and Costs of Suit from which said Decree Your Petitioners have Appealed to the Honble the Court of Appeals at Madraspatanam

Your Petitioners therefore Pray 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 said Court of Appeals to Attend the hearing of the said Cause

J. Popham
Atty for Defendt

Ded the 16th March 1790

To the Honble the Mayor & Mudraspatnam

Between Sir Paul Isabell Knight
Complainant

Hugh Boyd — Defendant

The Humble Petition of Hugh Boyd the Defendant above named

Genetta

That Lieutenant John Taylor in the Military Service of the Honble the United Company of Merchants of England Trading to the East Indies and who is now doing Duty in the Military Department at Trichanopoly which lies upwards of Two hundred Miles from Madras is a very material Witness for Your Petitioner on the hearing of this Cause and Without the benefit of whose Evidence Your Petitioner cannot with safety as he has been Advised and Verily believes Proceed to a hearing of this Cause

That the establishing certain facts to which Your Petitioner Means and intends to examine the said John Taylor depends in great Measure on Your Petitioner being Permitted by this Honble Court to Examine the said John Taylor during his residence at Trichanopoly aforesaid and that the said John Taylor continuing to reside at Trichanopoly aforesaid is an event all together uncertain and precarious and that the said John Taylor will in all Probability shortly go upon Actual Service into an Enemys Country so remote from this Honble Court and when Your Petitioner Will not be able to Examine the said John Taylor

That Your Petitioner can only establish the facts to which he hopes to be enabled to Examine the said John Taylor by the evidence of the said John Taylor alone, which facts when so established Will be of great importance to Your Petitioner on the hearing of this cause and without the Establishing of which facts he cannot as he Verily believes with safety Proceed to a hearing thereof

That the further Assistance of Justice in this Cause by the Examining of the said John Taylor during his residence at Trichanopoly aforesaid Would be Attended with this further Advantage namely that Oliver Cott Esquire Major Barry Close and Major Charles Stuart in the Honble the English East India Company Service who are Gentlemen of established Honor & integrity and ability are now living and residing at Trichanopoly aforesaid and that they would act as Commissioners for the Examination of the said John Taylor on any Commission that might for that Purpose be directed to them from this Honble Court during their residence and the residence of the said John Taylor at Trichanopoly aforesaid and that if this Honble Court should refuse to grant the said John Taylor to be Examined de bene Esse in this Cause Your Petitioner will as she Verily believes lose the benefit of the said John Taylors Testimony which would be greatly Prejudicial to Your Petitioner

May it therefore Please this Honble Court to Order that the said John Taylor may be forthwith examined in this Cause de bene esse saving all just cause of exception and that a Commission issue for the examination of the said John Taylor in this Cause may forthwith Issue Out of this Honble Court directed to the said Oliver Cott Major Barry Close and Major Charles Stuart or to any two of them or to such other Persons as this Honble Court shall think Proper to name for that Purpose

And Your Petitioner will Pray

J. Walker
John White Attorney for the
said Defendant

Filed 16th March 1790

In the Hon^ble the Mayor's Court at Madrapatam

Between Sir Paul Jodrell Knight
Complainant and Hugh Boyd Defendant

The Affidavit of Hugh Boyd the Defendant Abovenamed

Hugh Boyd of Madrapatam and the Defendant in this Cause Maketh Oath and Saith that Lieutenant John Taylor in the Military Service of the Honble the United Company of Merchants of England Trading to the East Indies and Who is now doing Duty in this Military Department at Trichanopoly Which is upwards of Two hundred Miles from Madras is a very Material Witness for this Deponent on the hearing of this Cause and without whose Benefit of whose evidence this Deponent cannot with Safety as this Deponent is Advised and Verily believes proceed to a hearing of the Cause this Deponent further Saith that the Establishing of certain facts to which this Deponent Means and intends to examine the said John Taylor depends in a great Measure on this Deponent being permitted by this Hon^ble Court to examine the said John Taylor during his residence at Trichanopoly aforesaid this Deponent Saith that the said John Taylor continuing to reside at Trichanopoly aforesaid as this Deponent has been credibly informed and Verily believes to be beyond an Event Altogether uncertain and Precarious and that the said John Taylor will find all Probability Shortly go upon Actual Service in the Country for some time from this Hon^ble Court and whereas this Deponent will not as he Verily believes be able to examine the said John Taylor this Deponent Saith he can only establish the facts to which he hopes to be enabled to Examine the said John Taylor by the evidence of the said John Taylor alone which facts when so established will as this Deponent Verily believes be of great importance to this Deponent on the hearing

Hugh Boyd

Sworn to in Court
this 16th March 1790

G. Taylor Regr

of this Cause and without the Establishing of which facts this Deponent Cannot as he Verily believes with Safety Proceed to a hearing in this said Cause this Deponent further Saith that the furtherance of Justice in this Cause by the examining of the said John Taylor during his residence at Trichanopoly aforesaid would be attended with this further Advantage Namely that Oliver Cott Esquire Major Barry Close and Major Charles Lenart two other Honble the English East India Company's Military Service Who are Gentlemen of established Honour Integrity and of Ability are Now living and residing at Trichanopoly aforesaid and that they would as this Deponent Verily believes Act as Commissioners for the Examination of the said John Taylor on any Commission that might for that Purpose be directed to them from this Honble Court during their residence and the residence of the said John Taylor at Trichanopoly aforesaid and this Deponent Saith that if this Honble Court should be pleased to Permit the said John Taylor to be examined De bene esse in this Cause that this Deponent would as he Verily believes thereby lose the benefit of the said John Taylor's Testimony which would be greatly prejudicial to this Deponent in this Cause.

Hugh Boyd

Sworn to in Court
this 16th March 1790

G. Taylor Regr

Jodrell
Hugh Boyd
Affidt for Defendt

Filed the 16th March 1790

To the Honble the Mayor Court at Madraspatnam

Between Sir Paul Jodrell Knight
Complainant

Hugh Boyd Defendant

The Humble Petition of Hugh Boyd the Defendant above named

Sheweth

That Lieutenant Johns Taylor in the Military Service of the Honble the United Company of Merchants of England Trading to the East Indies and who is now doing Duty in the Military Department at Trichanopoly which lies upwards of two hundred Miles from Madras is a very Material Witness for Your Petitioner on the hearing of this Cause and without the benefit of whose Evidence Your Petitioner cannot with Safety as he has been Advised and Verily believes proceed to a hearing of this Cause

That the establishing of certain facts to which Your Petitioner Means and intends to examine the said Johns Taylor depends in a great Measure on Your Petitioner being permitted by this Honble Court to examine the said Johns Taylor during his residence at Trichanopoly aforesaid and that the said Johns Taylor continuing to reside at Trichanopoly aforesaid is answered altogether uncertain and precarious and that the said Johns Taylor will in all probability shortly go upon Actual Service into an Enemys Country for months from this Honble Court and where Your Petitioner will not be able to examine the said Johns Taylor

That Your Petitioner can only establish the facts to

which he hopes to be enabled to Examine the said Johns Taylor by the evidence of the said Johns Taylor alone, which facts when so established will be of great importance to Your Petitioner on the hearing of this Cause and without the Establishing of which facts he cannot as he verily believes with Safety Proceed to a hearing thereof

That the furtherance of Justice in this Cause by the examining of the said Johns Taylor during his residence at Trichanopoly aforesaid would be attended with this further advantage namely that Oliver Colt Esquire Major Barry Close and Major Charles Smart in the Honble the English East India Companys Service who are Gentlemen of established Honour of integrity and Ability are now living and residing at Trichanopoly aforesaid and that they would act as Commissioners for the Examination of the said Johns Taylor on any Commission that might for that Purpose be directed to them from this Honble Court during their residence and the residence of the said Johns Taylor at Trichanopoly aforesaid and that if this Honble Court should refuse to permit the said Johns Taylor to be Examined De bene Esse in this Cause Your Petitioner will as he verily believes lose the benefit of the said Johns Taylors testimony which would be irreparably prejudicial to Your Petitioner

May it therefore please this Honble Court to order that the said Johns Taylor may be forthwith examined in this Cause De bene esse saving all just Causes of exception, and that a Commission for the examination of the said Johns Taylor in this Cause may forthwith issue out of this Honble Court directed to the said Oliver Colt Major Barry Close and Major Charles Smart or to any two of them or to such other persons as this Honble Court shall think proper to name for that Purpose And Your Petitioner will Pray

J. Walker
Jonth White
Attys for the said Defendant

544

Filed 6th April 1790

In the Honble the Mayor's Court at Madraspatnam

The humble Petition of Robert Williams Esqr
Attorney of the said Court

Sheweth

That Your Petitioner is extremely thankfull for the very great indulgence he has experienced from this Honble Court, and would continue so further, was he not Necessitated by Affairs of a Serious nature

He therefore Most Humbly Prays that this Honble Court will grant him Six Months further leave of absence

and as in Duty bound

Your Petitioner will ever Pray

R. Williams

April 6th 1790

545

Filed this 28th Augt 1790

To

The Honble the Mayor's Court at Madraspatnam

The Petition of

William John Chater
of Madras Gentleman

Sheweth

That Your Petitioner was for a length of time in the study of the Law at home, and has continued in the habits of acquiring further knowledge at various times in Order to his being Qualified to Act in the Profession

He therefore humbly solicits the Suffrages of this Honble Court in Order to his being Admitted to Practice in it as an Attorney thereof

And Your Petitioner will ever Pray

&c. &c. &c.

Wm Jno Chater

546

Filed the 20th April 1790

To the Honble the Mayor's Court at Madrasapatnam

Between Charlotta Mackintosh of Madras Widow and Administratrix to the Estate and Effects of Augus. Mackintosh Late of Madras Merchant Complainant and Charles Lyde of the same Place Merchant Defendant

The Humble Petition of the above Named Complainant

Sheweth

That Your Petitioner did on the 26th Day of January which was in the Year of Our Lord One Thousand Seven hundred and Eighty Nine, file and Exhibit a Bill of Complaint against the above Named Defendant for the Recovery of the Sum of Seven Hundred Pagodas due to Your Petitioner Arising upon a Certain Bond or Obligations duly Executed by the said Defendant That the Usual Rules having expired for the Defendt to answer Your Petitioners Bill of Complaint which Having Neglected to do This Honble Court was Pleased to order and Decree the said Defendant to Pay unto Your Petitioner the full Amount of Her Demand Together With all Costs of Suit From which Decree the said Defendant did on the Seventeenth Day of March in the aforesaid Year file an appeal to the Honble Court of Appeals at Madrasapatnam

Your Petitioner therefore Humbly Prays that This Honble Court will be Pleased to Order and Direct the Register of this Honble Court to send up the Original Papers in the above Cause to attend the Hearing thereof to the the said

546

Said Honble Court of Appeals

And Your Petitioner Shall Ever Pray

G. Chalmer
Atty for Petitioner

547

Filed the 15th May 1790

In the Honble the Mayor's Court at Madrasapatnam

Between Vadrungapatnam Venaiquim Moodeliar of Madras Inhabitant Byliss Attorney Dennis Eveinden of the same Place Inhabitant Complainant and Vandeyapa Rungayengar Rishnyengar, Aurumpaukam Ramanyengar, Pillayaukam Venkatachellayengar Woragatum Thauthyengar and Moorooly Ramasawmy Iyengar, Nattavars of Manemungalum Talook Defendants

The Affidavit of Dennis Eveinden the Above named Complainant

This Deponent Maketh Oath and Saith that Vandayapa Rungayengar, Rishnyengar, Aurumpaukam Ramanyengar, Pillayaukam Venkatachellayengar, Woragatum Thauthyengar and Moorooly Ramasawmy Iyengar the above named Defendants Stand Justly and Truely indebted unto this Deponent in the full and Just Sum of Four hundred and Sixty five Star Pagodas and Thirty five Fanams Current Money of Madras and this Deponent further Maketh Oath and Saith that he hath Reason to believe the Defendants will Abscond on hearing a Bill of Complaint is filed Against them

Dennis Eveinden

Fort Saint George 15th May 1790
Sworn to Before Me Wm. Corbett Mayor

Filed the 8th June 1790

In the Honble the Mayor's
Court at Madraspatnam

Between Sir Robert Barker Baronet
by his Attorneys Williams Paxton Charles Cuthbert
Philipp De Lisle and Henry Strail by their
Attorneys Millard Balfour John Spalding
and Oliver Ell Complainant and James
Call Defendant

The Affidavit of Stephen Popham one of the Attorneys of this
Honble Court

The said Stephen Popham maketh Oath and Saith That he received a letter
from John Call of London Esquire under date the Second day of December
Which was in the Year of Our Lord One Thousand Seven hundred and Eighty
Nine and Addressed to the above named Defendant This Deponent perceived
that Sir Robert Barker was dead and this Deponent Saith That he is a Publica-
tion Printed in London and entitled The Gentlemans Magazine for the
Months of October in the said Year of our Lord One Thousand Seven hundred
and Eighty Nine under the Title of Obituary of Considerable Persons with
Biographical Anecdotes This mention Under date of the fourteenth day of Septem-
ber in the said Year of Our Lord One Thousand Seven hundred and Eighty Nine
as follows "At his Seat at Rochridge Surrey Sir Robt Barker Bart many Years
Commander in Chief of the East India Company's Forces in Bengal under-
took distinguished Character by Wisdom and War"

And Deponent Saith That the Person alluded to in the said Paragraph
as well as in the said Letter from the said John Call as this Deponent Saith
been informed and believes the above named Complainant and that this Deponent
therefore verily believes to have departed this Life

S. Popham

Sworn in Court this 8th day of
June 1790

G. Taylor
Regr

S. Popham
Attorney for Defendant

Filed the 15th June 1790

In the Honble the Mayor's
Court at Madraspatnam

Between Edward Raphael Complainant
and Joseph Antonio Defendant
Et Contra

The humble Petition of the Defendant

Sheweth

That John Simon Ubilla at present of Fort Saint George Merchant
is a very Material Witness for Your Petitioner in this Cause and without the
Benefit of whose Evidence Your Petitioner as his Attorney cannot safely proceed
to a hearing of this Cause and the said John Simon Ubilla being about
to depart the Jurisdiction of this Honble Court and go beyond the Seas so
that in all Probability he may not be present Time till Your Petitioner can amine
his Witnesses on the above Cause coming to issue

Your Petitioner therefore Most humbly Prays this
Honble Court That he may be at Liberty to Examine
the said John Simon Ubilla de Bene esse as a Witness
for Your Petitioner in the above Cause saving all Just
Exceptions

And Your Petitioner shall ever Pray

J. Stuart Hall
Attorney for Defendant

Filed the 15th June 1790

In the Honble the Mayor's
Court at Madraspatnam

Between Edward Raphael Complainant
and
Joseph Antonio Defendant & Contra

The Affidavit of the above Named Original Defendant

Joseph Antonio the Original Defendant above
Named Maketh Oath and saith that Solon Simon Ubrillas
Material Witness in his behalf in the above Cause and without whose
Evidence this Deponent (as he is Advised and Verily believes) cannot
safely proceed to a hearing in his said Cause, and this Deponent further
saith he hath Reason and Verily believes He cannot be certain that the
said Solon Simon Ubrillas is about to depart from the Jurisdiction of
this Honble Court on a Voyage beyond Sea.

Sworn Translated & sworn as can
be by Wm Lewcock
Interpr

J. Stuart Hall
Atty for Original Defts

Na Honoravel Corte Mayoral
da Madrastapatão

Entre Edward Raphael Queixante
e
Joseph Antonio Defendente & Contra

O Depoimento da a Sima Mencionado Original Defendente

Joseph Antonio a Sima Mencionado Original Defendente faz Juramento e Diz que João Simon Ubrillas he hum Material Testemunha das Suas Partes Na a Sima Mencionado Cauzo e Sem Cuja Testemunha este Deponente (como elle he Avisado e Verdadeiramente Crê) Não pode proceder ao Ouvir e Sem dito Cauzo, e este Deponente Mais Diz que elle Ouvio e Verdadeiramente Crê o Mesmo por ser Verdade que o dito João Simon Ubrillas está ao Tempo de Partir fora da Jurisdição deste Honravel Corte a Sua Viagem Alem da Mar.

Juramento to & Subscribed this 12th June 1790
the Contents hereof having been previously
explained to the Deponent by Wm Lewcock
Interpreter

Andrew Ross
Alderman

Filed the 14th June 1790

In the Hon^ble the Mayor's Court at Madrasapatnam

Between Sarquis Satoor Complainant
and Peter Burgos Defendant

The humble Petition of the above Named Complainant

Sheweth

That Joseph Payne Tellis at Present of Madras Mariner is a Very Material Witness for Your Petitioner in this Cause and Without the Benefit of whose Evidence Your Petitioner as he is advised cannot Safely proceed to a hearing of this Cause and the said Joseph Payne Tellis being about to depart the Jurisdiction of this Hon^ble Court and go beyond Sea So that in all Probability he may not be Present Untill Your Petitioner Examines his Witness in the above Cause coming to Issue

Your Petitioner therefore most humbly Prays this Hon^ble Court that he may be at Liberty to Examine the said Joseph Payne Tellis de bene esse as a Witness for Your Petitioner in the above Cause Saving all just Exceptions

And Your Petitioner shall ever Pray

J. Stuart Hall
Atty for Complainant

Filed the 14th June 1790

In the Hon^ble the Mayor's Court at Madrasapatnam

Between Sarquis Satoor of Madras Merchant Complainant and Peter Burgos of the same Place Defendant

The affidavit of Sarquis Satur the above Named Complainant

Sarquis Satoor the above named Complainant maketh Oath and saith That Joseph Payne Tellis is a Very material Witness on his behalf in the above Cause and without whose Evidence this Deponent (as he is advised and Verily believes) cannot Safely proceed to a hearing in this said Cause and this Deponent further saith he hath heard and Verily believes the same to be true that the said Joseph Payne Tellis is about to depart from the Jurisdiction of this Hon^ble Court on a Voyage beyond Sea

Sarquis Satur

Sworn to before me this the 14th day of June 1790

Wm^m Corbett
Mayor

Filed the 15th June 1790

In the Honble the Mayor's Court at Madrasapatnam

Between Sir Paul Labatt Knight
Complainant

and

Hugh Boyd Defendant

The Affidavit of Hugh Boyd the Defendant taken Viva Voce

Hugh Boyd of Madrasapatnam the Defendant in this Cause Maketh his Oath and Saith that Thomas Hilladavoice Esquire commander of the Ship called the Barwell in the service of the Honble the United Company of Merchants of England Trading to the East Indies and who is now as this Deponent Verily believes at Bombay on the East Indies is a very Material Witness for this Deponent on the hearing of this Cause and without the Benefit of whose evidence this Deponent cannot with safety as this Deponent is advised and Verily believes proceed to a hearing of this Cause this Deponent further saith that this Deponent is desirous of Establishing certain facts by the Evidence of the said Thomas Hilladavoice and this Deponent Means and intends to examine the said Thomas Hilladavoice upon and touching the said facts and this Deponent being informed that by the Course of this Honble Court he cannot examine the said Thomas Hilladavoice upon interrogatories this Deponent saith he hath been credibly informed and Verily believes that the said Thomas Hilladavoice will shortly leave Bombay and proceed from thence to China on board the said Ship called the Barwell is bound and this Deponent saith that this Deponent is advised and Verily believes that unless he is able to Examine the said Thomas Hilladavoice and this Deponent saith that if this Honble Court should refuse to permit the said Thomas Hilladavoice to be examined De bene esse and this Cause shall abate this Deponent would as he Verily believes thereby lose the benefit of the said Thomas Hilladavoices Testimony in this Cause which would Materially injure this Deponent

Hugh Boyd

Sworn in Court
this 15th June 1790
L. Taylor Regr

Filed 12th March 1790

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Shew unto this Honble Court Your Orator Yanamunnum Venkataramiah by his Acting Attorney Sullow Venkataramiah by his Substituted Attorney James Hayes of Madras Inhabitant That Peroopauty Venkataramiah of the same Place Inhabitant Administrator of all and Singular the Goods Chattles Rights Credits Estate and Effects of Dorausoola Juggapaty Deceased Stands Justly and Truly indebted unto Your Orator in the full and Just Sum of Four Thousand Six Hundred and fifty Eight Star 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 Two Thousand Eight Hundred and Sixty three Pounds Eleven Shillings and One Penny or thereabout as does more particularly and at Large Appear by the Copies of said Account Current and said Assignment thereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be Admitted as part of this his Bill of Complaint the Originals of which are in the Possession of Your Orator's Attorney and Ready to be Produced whenever this Honble Court Shall Require and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment of the said Sums of Four Thousand Six Hundred and fifty Eight Star Pagodas and Forty Fanams from the said Peroopauty Venkataramiah as Administrator as aforesaid

But now so it is May it Please this Honble Court the said Peroopauty Venkataramiah as Administrator as Aforesaid Obstinately and Wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a Decree for Relief

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Filed the 15th January 1790

To the Honourable the Mayors Court at Fort William in Bengal

Between Sir Paul Lodwick Knight
Complainant

Hugh Boyd Defendant

The humble Petition of Hugh Boyd the Defendant above Named

Sheweth

That Thomas Helladvice Esquire Commander of the Ship
Called Barwell in the service of the Honble the United Company of Merchants
of England trading to the East Indies and which said Thomas Helladvice is
Now at Bombay in the East Indies is a very Material Witness for Your Petitioner
on the hearing of this Cause and without the benefit of whose evidence Your
Petitioner cannot with safety as he has been Advised and Verily believes proceed
to a hearing of this Cause

Your Petitioner further Shews unto this Honble Court
That the establishing of certain facts to the proofs whereof Your Petitioner hopes
to be permitted to examine the said Thomas Helladvice depends in a great
Measure on Your Petitioner being permitted by this Honble Court to
Examine the said Thomas Helladvice during his residence at Bombay
aforesaid and that the said Thomas Helladvice will shortly leave
Bombay and proceed from thence to China to which Place the said Ship
Barwell is bound and where Your Petitioner will not be able to
Examine the said Thomas Helladvice

That if this Honble Court should be pleased to permit the said
Thomas Helladvice to be examined De bene esse in this Cause Your
Petitioner

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Petitioner would also beg leave to mention to your Honble Court that the Life of the said
Thomas Helladvice is extremely in this Cause which is said Matter is likely to
injure Your Petitioner

May it therefore please this Honble
Court to order that the said Thomas
Helladvice be forthwith Examined in
this Cause De bene esse saving all just
Cause of exception and that a Commission
for the Examination of the said Thomas
Helladvice in this Cause may forthwith
Issue out of this Honble Court directed
to Thinehas Hall James Rivett and
Harry Forrester Constables of Bombay
aforesaid Esquires or to any two of them or
to such other persons as this Honble Court
shall think proper to name for that
Purpose

And Your Petitioner will ever Pray

P. Walker
John White
Attornies for the Defdt

Filed the 15th June 1790

In the Honble the Mayor's Court at Madraspatnam

Between Sir Paul Labatt Knight
Complainant

and

Hugh Boyd Defendant

The Affidavit of Hugh Boyd the Defendant taken Mandamd

Hugh Boyd of Madraspatnam the Defendant in this Cause Maketh Oath and Saith That Thomas Hellsdaviced Esquire Commander of the Ship called Barwell in the Service of the Honble the United Company of Marchants of England Trading to the East Indies and who is now as this Deponent Daily believes at Bombay in the East Indies is a very Material Witness for this Deponent on the Hearing of this Cause and without the Benefit of whose evidence this Deponent cannot with safety as this Deponent is advised and Truly believes proceed to a hearing of this Cause this Deponent further saith That the Establishing of certain facts to the Proof whereof this Deponent Means and intends to examine the said Thomas Hellsdaviced Requires in a great Measure on this Deponents being permitted by this Honble Court to examine the said Thomas Hellsdaviced during his residence at Bombay aforesaid and this Deponent saith he shall be induced to believe and Truly believes that the said Thomas Hellsdaviced will Shortly leave Bombay and proceed from thence to China by which said the said Hugh Barwell is bound and this Deponent saith as he Truly believes he is able to Examine the said Thomas Hellsdaviced and this Deponent Saith That if this Honble Court should not grant Leave for the said Thomas Hellsdaviced to be examined De bene esse in this Cause that this Deponent would as he Truly believes thereby loose the benefit of the said Thomas Hellsdaviced Testimony in this Cause which would Materially injure this Deponent.

Hugh Boyd

Sworn in Court
this 15th June 1790
L. Taylor Regr

Filed 12th March 1790

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orator Yanamunnum Venkatarannia by his Acting Attorney Cullum Venkatarannia by his Substituted Attorney James Hayes of Madras Inhabitant That Peroyaudy Venkatarannia of the same Place Inhabitant Administrator of all and Singular the Goods Chattles Rights Credits Estate and Effects of Donnavoola Juggapaty Deceased Stands Justly and Truly indebted unto Your Orator in the full and Just Sum of Four Thousand Six Hundred and fifty Eight Star 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 One Thousand Eight Hundred and Sixty three Pounds Eleven Shillings and One Penny or thereabout as doth more particularly and at Large Appear by the Copies of an Account Current and an Assignment thereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be Admitted as part of this his Bill of Complaint the Originals of which are in the Possession of Your Orator's Attorney and Ready to be Produced when this Honble Court Shall Require and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment of the said Sum of Four Thousand Six Hundred and fifty Eight Star Pagodas and Forty Fanams from the said Peroyaudy Venkatarannia as Administrator as aforesaid

But now so it is May it please this Honble Court the said Peroyaudy Venkatarannia as Administrator as aforesaid Obstinately and Willfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays Advocate & Relief

Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience. To the End therefore that the said Peroopauty Venkatasawmiah as Administrator as aforesaid 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 herein again Recapitulated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Four Thousand Six Hundred and fifty Eight Star Pagodas and Forty Fanams With all such further Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause to come the said Peroopauty Venkatasawmiah as Administrator as aforesaid to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Assistants thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court therefor 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
9 March 1790

P. Walker
Atty for Compt

This Bill was shewn to me in the Court
of Adjournment Let a Summons issue
returnable the next Court day

Wm Corbett
Mayor

D.o £ Principal Pagodas Demanded in the Bill of Complaint and Schedule of Documents Suggested

Amount of Interest Demanded in the Bill of Complaint

Amount of Interest Allowed by the Court

| | | |

To all People to whom these Presents shall come Gratian Hiereas Pooroyaudy Venkataramiah of Madras Inhabitant Administrator to the Estate and Effects of Doorasamy alias Juggapah of the same Place Inhabitant Deceased in and by the Balance of an Account Current bearing Date the Nineteenth Day of January in the Year One Thousand Seven hundred and Ninety Six Stands Justly and Truly indebted unto Yanamunnum Venkataramiah Late of the same Place Inhabitant in the full and Just Sum of Four Thousand Six hundred and fifty Eight Star Pagodas and Forty Fanams Current Money of Madras Arising on a Certain Bond bearing Date the Twenty Sixth Day of November in the Year One Thousand Seven hundred and Eighty Seven as by the said Account Current and Bond may more fully Appear Now Know Ye that the said Yanamunnum Venkataramiah for and in Consideration of the said Sum of Four Thousand Six hundred and fifty Eight Star Pagodas and Forty Fanams to him in hand Paid by James Hayes also of the same Place Inhabitant before the Sealing and Delivery of these Presents the Receipt whereof he the said Yanamunnum Venkataramiah doth hereby Acknowledge and thereof and therefrom Doth Clearly Acquit Discharge and Release the said James Hayes his Heirs Executors Administrators and Assigns by these Presents Doth Grant Bargain Sell Release and Confirm unto the said James Hayes the said Account Current and Bond and the Money thereupon Due and Owing and which may become Due and Owing thereon and all his Right and Interest of and to the same and every part thereof and the said Yanamunnum Venkataramiah for the Consideration aforesaid hath Made Constituted and Appointed and by these Presents Doth Make Constitute and Appoint the said James Hayes his Heirs Executors Administrators and Assigns his true and Lawfull Attorney and Attornies irrevocable for him and in his Name and in the Name and Names of his Heirs Executors Administrators and Assigns but for the Sole and Proper Use and Benefit of the said James Hayes his Heirs Executors Administrators

Administrators and Assigns to ask require Demand and Receive of the said Pooroyaudy Venkataramiah as Administrator as aforesaid his Heirs Executors and Administrators the Money due and to become due on the said Account Current and Bond and upon Payment thereof to the said James Hayes his Heirs Executors Administrators and Assigns may Sue for and Recover the same and upon Payment thereof may Release up and Cancel the said Account Current and Bond and give Sufficient Release and Discharges therefor and One or more Attorney or Attornies under him to make Constituted and Appointed and Whatsoever the said James Hayes or his Attorney or Attornies under him shall Lawfully do in the Premises the said Yanamunnum Venkataramiah Doth hereby Allow and Affirm and the said Yanamunnum Venkataramiah Doth Covenant with the said James Hayes that the said Yanamunnum Venkataramiah shall Must Receive or will Receive the said Sum due or to become due on the said Account Current and Bond or any Part thereof but will Own and allow of all Lawfull Proceedings for the Recovery thereof by the said James Hayes saving the said Yanamunnum Venkataramiah harmless of and from any Costs that may happen to him thereby In Witness Whereof Cullen Venkataramiah the Acting Attorney of the said Yanamunnum Venkataramiah hath hereunto Set his Hand and Seal in Madras this Eighteenth Day of February in the Year One Thousand Seven hundred and Ninety

Signed Sealed and Delivered } C. Venkata Narniah L.S.
Witness Stamped Papers to be had } the Acting Attorney of P. Venkataramiah
in the Presence of

M. B. Comaroo
Venkatachellum

Attorneys P. Walker
Atty for Complt.

Mayor's Court
Madrasapatnam

Tuesday the 22d Day of June
Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
William Webb and Andrew Ross
Aldermen

Between Yanamamum Venkatasa-
miah by his Acting Attorney Cullaw
Venkatanarnia by his Substituted
Attorney James Hayes of Madras Inhabi-
tant Complainant and Lazaropanly
Venkatarammiah of the same Place Inhabi-
tant Administrator of Doraswamy Das
Luggagaly Deceased Defendant

It Appearing by the Records of this Court that the
usual Rules have issued for the Defendant to Answer the Complainants
Bill which he has Neglected doing This Court doth therefore think
fit to Order and Decree and doth Accordingly Order and Decree that the
Defendant shall Pay unto the Complainant out of the Estate and Effects
of Doraswamy Das Luggagaly Deceased the full and Just Sum of Four
Thousand Six Hundred and Fifty Eight Pagodas and Forty Fanams
Pagodas 4658.40 - together with all Such Interest Increase
or Profit as shall Accrue thereon until full Payment is made also
all Costs of this Suit

Filed 5th May 1788

To the Honble the Mayor's
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your
Orator Antonio de Souza of Madras Merchant That Dennizio Philipus Calendar
of the same Place Inhabitant Stands indebted unto Your Orator in the full and
Just Sum of One Thousand Three hundred and Ninety One Star Pagodas
Twenty Six Fanams and Thirty six Cash Current Money of Madras, Making
in Sterling Money of Great Britain, at Three for eight Shillings per every
Pagoda The Sum of Five hundred and fifty six Pounds and Thirteen Shillings or
Thereabouts as will more fully and at large Appear by the Copies of a Mortgage
Bond and of an Account thereunto Annexed for the Inspections of this Honble
Court and Prayed by Your Orator to be taken as part of this his Bill of Complaint
the Originals whereof are in Your Orator's Possession and ready to be produced
unto this Honble Court when required and Your Orator further sheweth unto
this Honble Court That he hath frequently and in a friendly manner,
requested the Payment of the said Sum of One Thousand Three hundred
and Ninety One Pagodas Twenty Six Fanams and Thirty Six Cash

But so it is and may it Please this Honble Court the said
Dennizio Philipus Calendar 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 as such as to this Honble Court shall Appear
Agreable to Equity and Good Conscience To the End therefore that the
said Dennizio Philipus Calendar 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 thereunto again Repeated and
Particularly interrogated and that he may be Decreed to pay unto Your Orator
the

the aforesaid Sum of One Thousand Three hundred and Ninety One Pagodas Twenty Six Fanams and Thirty Six Cash With Interest Damages & Costs shall hereafter become due Thereon also Costs of this Suit

May it Please this Honble Court to Cause the said Dominico Philipus Calendar 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 for that purpose Limited and Appointed Then and There to Answer the Premises of Your Orator's Bill of Complaint and further to stand and abide by such Order and Decree therein as to this Honble Court shall seem Meet

5th May 1788

This Bill was shown to me in Court

The Days of Adjournment to Cite Summons

Issue returnable Next Court Day

Edm. Carroon

Mayor

J. Popham

Attorney for Complainant

Know all Men by these Presents, that I Dominico Philipus Calendar of Madras Merchant am held and firmly bound unto Antonio de Souza Esqr. in the Penal Sum of Two Thousand four hundred forty Star Pagodas One Fanam and Twenty Cash To the Payment whereof well and truely to be made to the said Antonio de Souza Esqr. his heirs executors, Administrators, or Assigns, I do hereby bind myself my heirs, executors and Administrators firmly by these Presents. In Witness of Whereof I have hereunto set my hand and Seal in Madras this Eleventh day of January in the Year One Thousand Seven hundred and Eighty Seven.

Whereas the above bound Dominico Philipus Calendar hath borrowed and received of the above Named Antonio de Souza Esqr. the full and just Sum of One Thousand Two hundred Fifteen Pagodas forty two Fanams and fifty Cash Current Money of Madras Town at Interest at the Rate of Twelve 12 p. Cent. Per Annum pay. and Demand and for the Security Whereof I do hereby Mortgage and Assigne Over unto the said Antonio de Souza his heirs executors and Assigns a House and Ground Situated at St. Thome as p. Bill of Sale Signed by the Revd. Padre Lucas de Costa Cravo.

Now the Condition of this obligation is such, that if the above bound Dominico Philipus Calendar his heirs, executors, Administrators, or Assigns, shall well and truely pay or cause to be paid unto Antonio de Souza his heirs, executors, Administrators, or Assigns, the full and just Sum of One Thousand two hundred Fifteen Pagodas forty two Fanams and fifty 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

Dominico Philipus Calendar L.S.

Signed, Sealed and Delivered
Fifteen Stamp Papers to be had,
in the Presence of

Fred. De Mello
Theodoro Pereira

A true Copy

J. Popham

Dr. Dionizio Philyaus Calendar in Account with Antonio de Souza Cr.

1787 January	11th	To the Amount of Your Mortgage Bond of this date Payable on Demand	121	12	50	1788 March	12th	By Ballance due	139	26	36
1788 March	12th	To Interest due Do from the 11th Janry 1787 To this day 12 Pr Cent Per Annum being 1 Year 2 Mos 2 Days	17	23	66						
		Pagodas	139	26	36			Pagodas	139	26	36

Madras 12th March 1788

E. E.

Antonio de Souza

Witness

J. Popham

Received the Contents

Antonio de Souza

a few days after such Indulgence had been given as aforesaid This Defendant Saith that the Complainant Having in his hands Security sufficient to pay off Twice the Amount this Defendant had borrowed of the Complainant This Defendant Lastly Saith that this is in hopes of Paying the Complainant the Amounts of this Debt in order to Save this Defendant Expecting being Paid by the Honble Company a Sum due to them

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 Dismissed with his Reasonable Costs and Charges in this Behalf most Wrongfully Sustained

Sworn to before Me this 4th July 1788

Edwd Garrow Mayor

Chas Ingles Attorney for the Defendt

Denis Phillippus Calander

Filed this 10th Octr 1788

The Replication of Sarkies Moo Louza of Madras Merchant to the Answer of Dignee Philippus Calender of the Same Place Defendant

This Replicant Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the Insufficiency of the said Defendants said Answer for Replication thereunto saith that all and every the Matters and Things in and by his said Bill of Complaint Alledged and Charged to the Maintained and Proved to be good certain and Sufficient in the Law to be Answered unto in such manner as the same are therein Alledged and that the Answer of the said Defendant is untrue and insufficient in the Law

to be by this Replicant Excepted unto for diverse manifest Imperfections and Uncertainties therein contained the Benefit of Exception whereunto he is now and at all times saved unto this Replicant This Replicant for further Replication Saith that he doth insist and will Maintain that the said Defendant is justly and truly indebted unto this Replicant in the Sum of One Thousand three Hundred and Ninety One Star Pagodas Twenty Six Fanams and Thirty Six Cash as set forth and Stated in this Replicants Bill of Complaint and the Exhibits thereunto Annexed and for further Replication this Replicant Saith that on the Seventeenth Day of March last the Defendant came to this Replicants House and Requested him to grant a further Time of Five Months for the Discharge of the Replicants Demand to which this Replicant consented Provided that the said Defendant would make a Mortgage Bond in due Form of Law as the former One Expressed in the Answer to this Replicants Bill of Complaint was not properly and fully expressed Because the Bill of Sale which was Mortgaged by this Replicant by the Defendant is made in the Name of the Defendants Father and the Defendant himself declared to this Replicant in the Presence of Stephen Popham and Thomas de Mello that he was entitled only to One half of his Father's Estate, and this Mother to Mother in Law and Under to ascertain the Fact whether the Defendant had a Right to Mortgage the said Bill of Sale or Not this Replicant required that he should Produce the Probate of his Father's Will Which the Defendant Promised to do but did not Comply in consequence of Which this Replicant Sent Mercy of Jew this Master the said Thomas de Mello to the Defendants House to bring the said Probate but the Defendant had always Put him off from time to time with Evasive and frivolous Pretences that he could not find the said Probate This Replicant further saith that some time after he Sent for the Defendant and in the Presence of the said Stephen Popham and Thomas de Mello asked for the said Probate and the said Defendant said he fully Promised to produce the same which was not done to the day of filing this Replicants Bill of Complaint and this Humble Prayer

All Which Matters and Things this Replicant is Ready to aver Maintain and Prove as this Honble Court shall direct and Most humbly Prays

Prays as in and by his said Bill he hath Already Prayed

P. Peyton
Atty for Rpt

Filed 4th Octr 1788

The General Rejoinder of

Dominico Philippus Calendar of Madras Inhabitant Defendant to the Replication of Antonio De Souza also of the same Place Merchant Complainant

This Defendant 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 Insufficiencies and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto or unto so much thereof as he this Defendant is Advised is Material or Necessary for him to Rejoin unto to this Defendant saith That he will Maintain and Prove all and Singular the Matters and Things Contained in his this Defendants Answer to be true Certain 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 and 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

Ino Angelo
Atty for the Defendt

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Interrogatories to be Administred to Such Witnesses as shall be Produced Sworn and Examined in a certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Antonio de Souza of Madras Merchant is Complainant and Dominico Philippus Calender of the same Place Inhabitant is Defendant

On the Part of the Complainant

To all the Witnesses ... 1st ... Do You Know the Parties Complainant and Defendant in the Title of these Interrogatories named or either and which of them, and if Yea how Long have You so Known them or either and of them Declare

Thomas de Mello and Theodore Pereira ... 2d ... Look at the Paper writing now Produced and shown to You at this the time of Your Examination Marked with the Letter A purporting to be a Mortgage Bond from Dominico Philippus Calendar to Antonio de Souza Sworn and the name Dominico Philippus Calendar thereunto set and Subscribed the proper hand Writing of the said Dominico Philippus Calendar and were You or was You not the Subscribing Witness to the Execution of the said Mortgage Bond and are or are not the Names Thos de Mello and Theodore Pereira set and Subscribed thereunto as Witnesses of Your respective hand Writing

Thomas de Mello ... 3d ... Did or did not the Defendant on the Seventeenth day of March last past or about that time come to the Complainants House and request him to grant a further time of Five Months for the Discharge of the Complainants Demand, If Yea, Did or Did not the Complainant Consent thereto, Provided the Defendant would make a Mortgage Bond in due Form of Law, as the former one was not Properly and fully expressed Sworn is not the Bill of Sale which is Mortgaged to the Complainant made in the name of the Defendants Father and Did or Did not the Defendant himself declare to the Complainant that Your

Your Answer and that the Executrix of Stephen Popham the Complainants Attorney that the Defendant was entitled only to one half of his Fathers Estate and his Mother to the other half Did order did not the Complainant require that the Defendant should Produce the Probate of his Fathers Will in order to ascertain the Fact whether the Defendant had a right to Mortgage the said Bills of Salve or not and Did or did not the Defendant Promise to do so and did he ever Produce the same and how often was You sent by the Complainant to the Defendants House to bring the said Probate and what answer did the Defendant Allege for not Producing the same Did or did not the Complainant sometimes after send for the Defendant and ask him for the Probate and did or did not the Defendant faithfully Promise to Produce the same how often so sent to the Day of filing the Complainant's Bill and the Mayors Court to this Hour.

To all the Witnesses 4th Do You know of any other Matter or Things or have You heard or can You set forth any Thing touching the Matters in Question in this Cause that You 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.

S. Popham
Attorney for Compt.

John Allen by the Interpreter to that Dionizio Phillypus Callendar of Madras Merchant duly sworn and Examined on his Corporal Oath Deposeth and Saith that he this Deponent was present and did see the Defendant Dionizio Phillypus Callendar duly Execute the Bond or Obligation now produced and shewn to this Deponent bearing Date the Eleventh Day of January 1787 and that he this Deponent did Subscribe his Name as a Witness thereto and that he this Deponent did see the Defendant Dionizio Phillypus Callendar Sign Seal and Deliver the same as his Act and Deed and that he this Deponent did see Antonio de Souza Esqr. Sign Seal and Deliver the Counterpart of the said Bond or Obligation and that he this Deponent did Subscribe his Name as a Witness thereto and that he this Deponent did see the Defendant Dionizio Phillypus Callendar Sign Seal and Deliver the Mortgage of Sale of a House and Ground Situated at St. Thomas's Mount and that he this Deponent did Subscribe his Name as a Witness thereto and that he this Deponent did see the Defendant Dionizio Phillypus Callendar Sign Seal and Deliver the Counterpart of the said Mortgage of Sale and that he this Deponent did Subscribe his Name as a Witness thereto and that he this Deponent did see the Defendant Dionizio Phillypus Callendar Sign Seal and Deliver the Assignment of the said Mortgage of Sale and that he this Deponent did Subscribe his Name as a Witness thereto and that he this Deponent did see the Defendant Dionizio Phillypus Callendar Sign Seal and Deliver the Assignment of the Counterpart

Theodore Pereira at the respective times of this Examination before me on the Part of the Complt. in a Cause depending in the Hble. the Mayors Court at Madraspatnam wherein the said Antonio de Souza is Complt. and Dionizio Phillypus Calendar is Defendt. on the 13th. and 20th. days of March Anno Domini 1788

Joseph Sharne Esqr.

Mayors Court at Madraspatnam

Between Antonio de Souza of Madras Merchant Complainant and Dionizio Phillypus Calendar 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 follows Viz.

Thomas de Mello Merchant of Madras Aged forty One Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the Eighteenth Day of November One Thousand Seven Hundred and Eighty eight Examined at the Office of Mr. Charles Inglis Where Attorney for the Defendant by One of my Servants who also Left Word at Mr. of the Name Pillar 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 Antonio de Souza in this Cause and that he has these Fifteen Years Known him about Twenty Years and that he doth Know the Defendant Dionizio Phillypus Calendar in this Cause and that he has these Fifteen Years known him

And

And about Twenty Years And answers he saith Direct to this first Interrogatory

2nd ------ To the Second Interrogatory this Deponent Saith That the Paper Writing Now Produced and Shewn to him at this the time of his examination Marked with the Letter A. is a Mortgage Bond from Dionizio Phillypus Calendar To Antonio de Souza and that the Name Dionizio Phillypus Calendar set and Subscribed thereto is the Proper hand Writing of the said Dionizio Phillypus Calendar This Deponent Saith that he Was the Subscribing Witness to the Execution of the said Mortgage bond And answers he saith Direct to this Second Interrogatory

3 ------ To the Third Interrogatory this Deponent saith that on the Seventeenth Day of March last past the Defendant did go to the Complainants House and request of him to grant a further Time of Five Months for the Discharge of the Complainants Demand and that the Complainant consented thereto Provided the Defendant Would make a Mortgage bond in due Form of Law as the former One was not Properly and fully expressed to Which the Defendant said he would Comply This Deponent saith that the Bill of Sale which this Mortgaged to the Complainant is made in the Names of the Defendants Father and that the Defendant himself did declare to the Complainant in my Presence and in the presence of Mr. Stephen Popham the Complainants Attorney that the Defendant Was entitled only to one half of his Fathers estate and his Brother to the other half This Deponent saith that the Complainant did require that the Defendant should Produce the Probate of his Fathers Will in order to ascertain the fact whether the Defendant did Possess to do so This Deponent Saith that however did Produce the Same and that this Deponent frequently went to the Defendants House to bring the said Probate but was always Put off with frivolous excuses The Defendant at One time saying the Probate was left in the hands of Mr. Lewcock at others

Others in Favour of Mr Walker — and that he will not procure it from them. This Deponent further saith that to the best of his Knowledge the Complainant did not send after and for the Defendant and ask him for the Probate — and that the Defendant did promise faithfully to produce the same And that the Defendant had not Notice given to him the day of filing the Complainants Bill in the Mayor's Court or to this hour — And More this Deponent saith not Follio and to the last Interrogatory.

Joseph Shawe

Sr.

The de Mello

Mayor's Court at Madrasapatnam

Between Antonio de Souza of Madras Merchant Complainant and Dominico Philipo Calendar of the same place Inhabitant Defendant

On the Part of the Complainant

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

Theodore Pereira Master and Cashkeeper of Madras Aged twenty Nine Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the twenty fifth Day of November One thousand Seven hundred and eighty Eight Signified at the Office of Mr Charles Lushs who is Attorney for the Defendant by One of my Servants who also left with a Note of the same Time and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz

Fort St George the 29th June 1790

(381)

In the Honble the Mayor's Court at Madrasapatnam

Between Edward Rayhael Complainant and Joseph Antonio Defendant

Cause and Cross Cause

The Affidavit of the Original Complainant and Cross Defendant

The above Named Edward Rayhael Maketh Oath and saith that Simon de Milla John Roach and Marcar Saturnsw of Madras Merchants are Material Witnesses in the above Causes on behalf of this Deponent and this Deponent further Saith that he hath been informed and believes they are shortly about to depart from the Jurisdiction of this Honble Court, so that this Deponent hath reason to believe he may be deprived of their Testimony at the hearing of the above Causes unless a Rule was immediately to issue for their Examination

Sworn in Madras this 29th day of June 1790 Before me

Jos. Du Pre Porcher Alderman

Edward Rayhael

H.Y. Du Pre

S. Popham

Atty for Orig. Compt.

Filed in Court this
29th June 1790

To the Honble the Mayor's Court at Madrasapatnam

Humbly complaining Sheweth unto this Honble Court Your Orator John Talloh of Fort Saint George Merchant that Julius Griffe the late of Madras aforesaid Merchant Deceased in his Lifetime and at the time of his Death was justly and truly indebted unto Your Orator in the full and just Sum of Three Thousand One hundred and Sixty Nine Pagodas Current Money of Madras Weight in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of One Thousand two hundred and Forty seven Pounds Twelve Shillings or thereabouts as will more fully and at large Appear by the Copies of a certain Mortgage Bond or Obligation and a Schedule of Goods and Furniture and an Account Current thereunto Annexed for the Inspection of this Honble Court when & Where Your Orator Prays may be Admitted as Part of this Your Orator's Bill of Complaint The Originals whereof Your Orator is ready to Produce when & where he shall be thereunto required And Your Orator further Shews unto this Honble Court that he hath frequently and in a friendly Manner Requested the Payment of the said Sum of Three Thousand One hundred and Sixty Nine Pagodas

But now so it is May it please this Honble Court that the said Julius Griffe the 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 & that the Honble Court shall Appear Agreeable to Equity and good Conscience & the End Therefore that the said Julius Griffe may upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the

Matters and things herein before Set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were hereagain Repeated and Particularly interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Three Thousand One hundred and Sixty Nine Pagodas together with all Such Interest as now is or Shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to cause the said Julius Griffe the 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.

G. Gahmed
Atty for Compt.

Fort Saint George
June 28th 1790

This Bill was shown to me between the Hours of Adjournment to a Summons issue Returnable at a Court Day

Star Pagodas 6000 — — / 3000 — — —

Know all Men by these Presents, that I Julius Griffithes of Madras Merchant am held and firmly bound unto John Tulloh Esq^r of the same Place in the Penal Sum of Six Thousand Star Pagodas to the Payment whereof well and truly to be made to the said John Tulloh his Heirs Executors, Administrators or Assigns I do hereby bind myself my Heirs, Executors and Administrators firmly by these Presents In Witness Whereof I have hereunto set my Hand and Seal in Madras this Twelfth Day of January in the Year One Thousand Seven hundred and Ninety —

Whereas the above bound Julius Griffithes has borrowed and received of the above named John Tulloh the full and just Sum of Three Thousand Star Pagodas to run at Interest at the Rate of Twelve per Cent per Annum and Payable on Demand and for the better Securing the Payment thereof the said Julius Griffithes doth hereby Mortgage to the said John Tulloh the several Goods Furniture and Effects &c. Contained in the annexed List hereunto Annexed Subscribed with the Signature of the said Julius Griffithes —

Now the Condition of this Obligation is such, that if the above bound Julius Griffithes his Heirs, Executors, Administrators or Assigns shall well and truly pay or cause to be paid unto John Tulloh his Heirs Executors, Administrators or Assigns the full and just Sums of Three Thousand Star Pagodas together with such Interest as shall or may become due thereupon, from this Obligation to be Void and of no Effect, Otherwise to remain in full Force and Virtue —

Signed Sealed and Delivered / Signed / Julius Griffithes (L.S.)
Where no Stamp'd Paper is to be had
in the Presidency of —
/ Signed / Hugh Boyd
/ Signed / B. Tulloh

True Copy
G. Chalmers
Atty for Compt.

List of Goods and Effects of Julius Griffithes of Madras Merchant Mortgaged to John Tulloh Esquire of the same Place as Collateral Security for the payment of the Sum of Three Thousand Star Pagodas One Garden House subject to a prior Mortgage of two Thousand Star Pagodas with Interest due since the 1st of Nov^r 1789 granted to B. Torin Esq^r —

Twelve Globe Lamps and Sundry Glass ware four Chairs &c^a &c^a —
Five Looking Glasses
Twenty Pictures in Gilt Frames
One Large Writing Desk
One Large Dressing Table
Four Four Post Bedsteads
Sundry Liquors and every other Article of which I am this day possessed and Residing in the above mentioned Garden House —
Three Chests of Small Looking Glasses adapted to the Pegu Market —
One Chest of Brass Foil . . . . . Do —
Six Black Wood Chairs
China &c^a &c^a &c^a —

6th May of January 1790 / Signed / Julius Griffithes

True Copy
G. Chalmers
Atty for Compt.

Dr Mr Julius Griffithes in Account Current with John Tulloh Esq^r

1790				1790			
January	6th To Amount of Mortgage Bond	3000	— —	June	25th By Balance due this day	3169	— —
June	25th To Interest on Do the Sum of Rupees 5 Months 19 Days @ 12 p^r Cent	169	— —				
	To Amount	3169	— —			3169	— —

Fort St George 25th June 1790
Errors Excepted
/ Signed / John Tulloh

True Copy
G. Chalmers
Atty for Compt.

To Wm George Chalmers Gent Attorney at Law of the Mayor's Court of Madraspatnam or any other Attorney of the said Court—

The Writ to Authorize and Appoint You to Attach the Body of Julius Griffith of Madras Merchant and to compel Judgement by Acknowledging the Debt so that a Warrant may immediately Pass in the said Court to any Bill of Complaint that may be filed at the Suit of John Tulloh Esquire of the same Place Merchant upon a certain Mortgage bond given by and the said Julius Griffith to the said John Tulloh for the Penal Sum of Star Pagodas Six Thousand Current Money of Madras bearing equal Date with the Above Recited, and Condition for the Payment of Star Pagodas Three Thousand with Interest and Damages and on the same Bond Specified to that execution may immediately issue thereon— And for Your so doing this shall be Your sufficient Warrant and Discharge—

Witness My hand and Seal at Madras this Sixth day of January One Thousand Seven hundred and ninety—

Julius Griffith (L.S.)

Signed Sealed and Delivered
Whereon Stamped Paper is used
Having the Presence of
Hugh Boyd
B. Satchell

Mayor's Court at Madraspatnam

Tuesday the 6th Day of July Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Andrew Ross James Landon
and John Mitford Aldermen

(L.S.)

Mayor's Court

Between John Tulloh of Fort Saint George Merchant Complainant and Julius Griffith the Later of Madras Inhabitant Defendant—

The Defendant by his Attorney Wm Henry Dubery 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 Defendant shall Pay unto the Complainant the full and just Sum of Three Thousand One Hundred and Sixty Nine Pagodas 3169 — of Together with all Accruals Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit—

D. Hill

Filed 21st May 1790

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

Humbly Complaining Sheweth unto this Hon^ble
Court Your Orator Thomas Davies of Madras Inhabitant that the George
Adamson also of the same Place Inhabitant and Taylor stands justly
and truely indebted unto Your Orator in the full and just Sum of One
Hundred and Thirty One Star Pagodas Fifteen fanams and forty Cash Current
Money of Madras Making in Sterling Money of Great Britain all the
Rate of Eight Shillings for every Pagoda the Sum of Fifty two Pounds and
Ten Shillings or thereabouts as will more particularly and at Large appear
by the Copies of two several Bills of Particulars and Account Current here
unto Annexed for the Inspection of this Hon^ble Court and whereto Your
Orator Prays May be Admitted as Part of this Bill of Complaint All
Original Charges being ever Your Orator Ready and Willing to
be Produced whenever this Hon^ble Court Shall Require and Your Orator
further Sheweth unto this Hon^ble Court that he hath frequently and in
an Amicable Manner Requested Payment from the said George Adamson
of the said Sum of One Hundred and Thirty One Star Pagodas Fifteen fanams
and forty Cash

But Notwithstanding May it Please this Hon^ble Court the said
George Adamson 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 may be had unto this Hon^ble Court to shall Appear
Agreeable to Equity and good Conscience To the End Therefore that the said
George Adamson May upon his Corporal Oath full True Direct and Perfect
Answer Make to all and Singular the Matters and Things herein before

Set forth

Set forth and Alledged as fully truely and effectually to all Intents and
Purposes as if the same were hereagain Repeated and Particularly Interro-
gated and that he May be Decreed to Pay unto Your Orator the aforesaid
Sum of One Hundred and Thirty One Star Pagodas Fifteen fanams and
forty Cash with Allowance of Interest as Mayor shall hereafter be Awarded
Thereon also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said
George Adamson to be Summoned and Required by the Sheriff of Fort Saint
George Town of Madrasapatnam and the Districts thereof Personally to be
and Appear before this Hon^ble Court at a 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 May 1790

This Bill was shown to me in the Mayor's
Office & Summons issued
of the Government Seal Returnable on Next Court Day
and Returnable on Next Court Day

Vin^t Corbett
Mayor

G. Palmer
Atty for Complt

Mr Addamson ..... Dr

March	12th	To 2 Pieces Carolina Cloth	12.	-	-
	30th	To 1 Do Lutestring	11.	-	-
		2 Do Sarcenet	24.	-	-
		3 Do Black Dannity Silk	45.	-	-
		5 Yard Velvet @ 13/6 Pago 2 Yard	8.	33	-
		1 Pair Lambskins	1.	-	-
		To Amount of Peby Bill brought for Wd Pago	175.	33	-
			92.	-	-
		Pagodas	267.	33	-
July	8th	By Cash Received in Part Pago	100.	-	-
	24th	By Do Do	100.	-	-
		By Balance due	67.	33	-
		Pagodas	267.	33	-

Fort St George
24th July 1789

E. E. for Tho.s Davies
true Copy
G. Charlemont
Atty for Complt.t

Mr Addamson ..... Dr

Jany	12th	To 2 Pairs Hose	5.	-	-
	13th	To 1 Do Ditto	2.	22	-
	16th	To 1 Do 13 Yds Ribbon No 6	1.	-	-
		1 Do Hose	2.	22	-
		1 Do Lambskins	3.	-	-
	22nd	To 1 Dark Green Lining Silk	7.	-	-
		1 Silver Snuff Box	3.	22	-
	23rd	To 1 Hone Bowl No 2	1.	-	-
		1 Silk Mugs 3 in a Set	1.	33	-
	30th	To 1 Jub Sugar Castor No 2	2.	22	-
Feby	5th	To 1 Silk Embroidered Basket	6.	22	-
		1 Do Ditto Do	6.	22	-
		1 Do Ditto Ladies Do	4.	22	-
		1 Chest Ditto Gentlemen Do	5.	-	-
		1 Pair Black Harness Dannity Silk	15.	-	-

Feby	5th	To 1 Do Hose	2.	22.	-
	15th	To 1/2 Cargo Narrow W. Handkers	6.	32.	40
		Pagodas	82.	27.	40.
		Deduct 10 p Ct	8.	11.	-
		Pagodas	74.	16.	40.

Fort St George
1st March 1790

E. Excepted
for Tho.s Davies

true Copy
G. Charlemont
Atty for Complt.t

Dr Mr George Adamson in Account Current with Thomas Davies Esq.r

1789 July	24th	To the Amount of Your Bill of this Date	67.	33.	-	1789 July	26th	By 3 Muslin Handkerchiefs @ 5 Pago each	15.	-	-
1790 March	1st	To Ditto	74.	16.	40			By Making a Coat	22	22.	-
			142.	4.	40			By Interest on Do to this Day 1 Month @ 12 p Cent p Annum	1.	26.	-
May	20th	To Interest on this Balance from this Day 12 p Cent p Annum on Pago 67.33. from 26th 6.25. on Do 74.16.40 from 20th 1.25	8.	15.	-				19.	4.	-
								By Balance due	131.	15.	40.
		Pagodas	150.	19.	40.			Pagodas	150.	19.	40.

Fort St George this 20th May 1790
E. E. & O. E. Signed Tho.s Davies

true Copy
G. Charlemont
Atty for Complt.t

Mayor's Court at Madraspatanam

Tuesday the 8th Day of July Anno Domini 1755

Present

Vincentio Corbett Esquire Mayor

Andrew Ross — James Landon and John Mitford — Aldermen

Between Thomas Davies of Madras Inhabitant Complainant and George Adamson alias of the same Place Inhabitant and Taylor Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court do therefore think fit to Order and Decree and do accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of One Hundred and Thirty One Pagodas Fifteen Fanams and Forty Cash 131 Pagodas 15.40 together with all such Interest as now is or shall hereafter become due thereon until full Payment be made also all Costs of this Suit

Dd Cur

Feb 26th 1755

To the Honble the Mayor's Court at Madraspatanam

Humbly Complaining Shew unto this Hon^ble Court Your Orator Charles Baker by his Attornies Forsyth Woodhouse and Francis Lautour of Fort Saint George Esquire That Thomas Humphreys of Madras aforesaid Merchant Stands justly and truly indebted unto Your Orator in the full and just Sum of Two Hundred and fifty Nine Star Pagodas Thirty four Fanams and five Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Three Pounds and five Shillings or thereabouts as will more fully and at Large Appear by the Copies of a Bond and Account Current and a Power of Attorney hereunto Annexed for the Inspection of this Hon^ble Court and which if Your Orator Prays May be Admitted as part of this his Bill of Complaint the Original of which are in Your Orator's Attornies 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 Requested Payment from the said Thomas Humphreys of the said Sum of Two hundred and fifty Nine Star Pagodas Thirty four Fanams and five Cash But Notwithstanding it is May it Please this Hon^ble Court the said Thomas Humphreys doth Obstinately and Wilfully Refuse to Pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore Prays a General Relief may be had to this Hon^ble Court shall Appear Agreeable to Equity and a good Conscience To the End therefore that the said Thomas Humphreys and may upon his Corporal Oath fully Direct and Perfect Answer Make to all and Singular the Matters and Things herein before Set forth and Alledged as fully Truely and Effectually to all Intents and Purposes as if the same were herein again Repeated

Repeated and Particularly Interrogated and that he Shall be Duely
to Pay unto Your Orator the aforesaid Sum of Two Hundred and fifty
Nine Star Pagodas Thirty four Fanams and four Cashen with all Costs
Interest as now is or Shall hereafter become due thereon and also all
Costs of this Suit

Wherefore this Humble Suit to Cause the said Thomas
Umphreston to be Summoned and Required by the Sheriff of Fort
Saint George Town of Madraspatnam and the Districts thereof
Personally to be and Appear before this Honble Court at a Certain Time and
Place to be by this Honble Court Prefixed and Appointed Then and There to
Answer this Your Orator's Bill of Complaint and further to Stand to
and Abide by such Order and Decree therein as to this Honble Court Shall
Seem Meet

Fort St George this 26th Novr 1789

G. Charlemon
Atty for Compt

This Bill was shewn to and Read the Cause
of Adjournment Let a Summons Issue
and Returnable Next Court Day

Wm Webb
Mayor

595

Know all Men by these Presents that I Thomas Umphreston
of Fort Saint George Merchant am held and firmly bound unto Charles
Baker of Fort Saint George Esquire in the Penal Sum of Five hundred and
fifty Eighty Star Pagodas and Twenty two Fanams to the Payment whereof
Well and truely to be Made to the said Charles Baker his Heirs Executors
Administrators or Assigns I do hereby bind myself my Heirs Executors
and Administrators firmly by these Presents In Witness whereof I have
hereunto Set my Hand and Seal in Fort Saint George this Twenty Eighth
day of January in the Year One Thousand Seven hundred and Eighty Nine

Whereas the above bound Thomas Umphreston has this day borrowed and received of the
above Named Charles Baker the full and just Sum of Five hundred and Twenty
Nine Pagodas and Eleven Fanams without Interest payable in six Months and to
Bear Interest at the Rate of Twelve per Cent per Annum after the Expiration of the
said Six Months

Now the Condition of this Obligation is such that if the above
bound Thomas Umphreston my Heirs, Executors, Administrators or Assigns
shall well and truely pay or Cause to be paid unto Charles Baker his Heirs,
Executors Administrators, or Assigns the full and just Sum of Five
hundred and Twenty Nine Star 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

Thomas Umphreston L.S.

Signed Sealed and Delivered
Wherever Stamp'd Papers is to be had
in the Province
Alex.r Lindsay.

A true Copy
G. Charlemon
Atty for Compt

Received in Part of the Within Bond the Sum of Twenty Nine Pagodas Eleven
Fanams

Chas. Baker

Dr. Thomas Umphreston in Account Current with Charles Baker Esqr. Cr.

1789						1789					
Janry	28th	To the Amount of three Bonds bearing date this day	279	11	"	Janry	28th	By Cash Received	29	11	"
1789		To Interest on D.o from 28th July 1788 to this day 3 Mo 27 D.s @ 12 p.r Ct. Amount	10	40	5	Novr	25th	By Interest on D.o from 28th July 1788 to this day 3 Mo 27 D.s @ 12 p.r Ct.	1	6	"
									30	17	"
								By Balance Rest	259	34	5
		Pagodas	290	6	5			Pagodas	290	6	5

Fort St George 25th Novr 1789

Errors Excepted

for Fort Saulsbury

Mr Charles Baker

Mad.s Cy

Errors Excepted

for Compy

[illegible] Thomas Umphreston Esqr Charles Baker of Fort St George Esqr for Company Affairs of the one part and the said Charles Baker of the other part Witnesseth That the said Thomas Umphreston for and in consideration of the Sum of Two hundred and seventy nine Pagodas and eleven Fanams of lawful money of England to him in hand well and truly paid by the said Charles Baker at or before the Ensealing and Delivery hereof the Receipt whereof he the said Thomas Umphreston doth hereby acknowledge and therefrom and from every part thereof doth acquit release and discharge the said Charles Baker his Executors and Administrators by these Presents Hath Granted Bargained Sold Assigned Transferred and Set over and by these Presents Doth Grant Bargain Sell Assign Transfer and Set over unto the said Charles Baker his Executors Administrators and Assigns All that Debt Sum and Sums of Money Principal and Interest due and owing or to become due and owing from the Honble United East India Company to the said Thomas Umphreston by virtue of three Bonds or Obligations bearing Date the Twenty eighth day of January One thousand seven hundred and eighty nine and Payable to the said Thomas Umphreston his Executors Administrators or Assigns Six Months after the Date thereof and also all Interest which shall become due upon the said Bonds or Obligations from the Date thereof to the Time of Payment thereof and all the Right Title Interest Property Claim and Demand whatsoever of him the said Thomas Umphreston of in to or out of the said Debts Sum and Sums of Money Principal and Interest and every part thereof and also the said Bonds or Obligations and every of them and every part thereof To have and to hold receive and take the said Debts Sum and Sums of Money Principal and Interest and every part thereof and the said Bonds or Obligations and every of them and every part thereof unto the said Charles Baker his Executors Administrators and Assigns to and for his and their own proper Use and Benefit And the said Thomas Umphreston doth hereby for himself his Executors and Administrators Covenant Promise and Agree to and with the said Charles Baker his Executors Administrators and Assigns that he the said Thomas Umphreston hath not done or committed any Act Matter or Thing whatsoever whereby or wherewith the said Debts Sum and Sums of Money Principal and Interest and every part thereof or the said Bonds or Obligations and every of them and every part thereof can or may be in any wise hindered or prevented from being had received and taken by the said Charles Baker his Executors Administrators or Assigns And that he the said Thomas Umphreston his Executors and Administrators shall and will from time to time and at all times hereafter upon the Request and at the Costs and Charges in the Law of the said Charles Baker his Executors Administrators or Assigns do and execute or cause to be done and executed all such further and other lawful and reasonable Acts Deeds Matters and Things whatsoever for the more effectually assigning and assuring the said Debts Sum and Sums of Money Principal and Interest and every part thereof and the said Bonds or Obligations and every of them and every part thereof unto the said Charles Baker his Executors Administrators and Assigns as by the said Charles Baker his Executors Administrators or Assigns or his or their Counsel in the Law shall be reasonably devised advised or required In Witness whereof the said Parties to these Presents have hereunto set their Hands and Seals Dated the Twenty fifth day of November in the Year of our Lord One thousand seven hundred and eighty nine

Sealed

and Singular the Premises Testimonies
Legally to be Examined and touching the Premises Testimonies
Whereof Shall be Ready and Called for at the Office
aforesaid this Sixteenth Day of February 1789

Signed Sealed and Delivered
Whereas Stamp & Papers to be had
in Pursuance of
William Baggel
Peter Chitty

Chas Baker (L.S.)

A true Copy
C. Barlow
Atty for Compt.

Filed the 4th February 1790

The Answer of Thomas Humphreys
late of Madras but Inhabitant Defendant
to the Bill of Complaint of Charles Baker
by him Attorney Complt. Sworn and
Examined

This Defendant Reserving and at all times hereafter saving and
Reserving to himself all and all manner of benefit and Advantage of Exception
to the many Errors uncertainties insufficiencies and Imperfections in the Compla-
nants 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 this Defendant Answereth and Saith That he denies
to stand indebted unto the Complainant in the Sum of Two hundred and
fifty Three Pagodas Thirty four fanams and five Cashas as in Manner Charged
by him in his said Bill of Complaint and the Account Current thereunto
Annexed And that although he may have assented to the Bond Copy of which
is Annexed to the Complainants said Bill of Complaint Yet he cannot admit
that

that he is indebted in the Amount thereof but Admits that he is indebted
unto the Complainant in the Sum of Two hundred and Thirty Seven Pagodas
Thirty One fanams and five Cashas Appears by an Account Current Copy of
which is hereunto Annexed for the inspection of this Honble Court to which
this Defendant begs leave to refer and prays the same may be taken as part
of this his Answer the Original whereof is in this Defendants Possession
and ready to be produced when Required. And this Defendant further
Answering says that the Complainant and this Defendant have had
Many Dealings and Transactions together for this Defendant employed
the Complainant in his Law Business and the Complainant Purchased
Several Articles of Merchandize from this Defendant, And this Defendt
further Answering saith that the sudden Departure of the Complainant
for Europe, and from the Distress and difficulties into which this Defen-
dant has been Plunged by the Prosecutions of Malicious Creditors it was
impossible to make out regular Accounts so as to strike the exact Balance
and therefore and at the Pressing instance of the Complainant in whom
this Defendant Placed implicit Confidence and who he still Believes
Means Very honorable towards him this Defendant did give a Bond
for an estimated Account And this Defendant says that upon investiga-
ting his Accounts with the Complainant since the Commencement of the
Present Action he finds the Balance thereof to stand as he has stated
it in his said Account Current and the amount to the said Sums of
Two hundred and Thirty Seven Pagodas Thirty One fanams and five
Cashas and to which said Sums of Two hundred and Thirty Seven Pagds
Thirty One fanams and five Cashas this Defendant is now and is all
Times Ready to pay unto the Complainant and thereby tenders the
same.

All which Matters and things this Defendant is
Ready

Ready and willing to accommodate 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

Thomas Humphreyston

Sworn to before me
this 8th Day of February 1790
Wm Corbett
Mayor

J. Stuart Hall
Atty for Defendant

follows viz

1st To the first Interrogatory this Deponent Saith, that he doth know the Complainant Antonio de Souza in this Cause, and that he hath so known him about twenty Years — and that he doth know the Defendant Dionizio Phillypus Calendar in this Cause, and that he hath so known him about Eight Years — And more he saith not to this first Interrogatory

2d To the second Interrogatory this Deponent saith that the Paper Writing Now Produced and shewn to him at the time of this examination and Marked with the Letter A is a Mortgage bond from Dionizio Phillypus Calendar to Antonio de Souza — this Deponent Saith that the Name Dionizio Phillypus Calendar thereto set and Subscribed is the Proper hand Writing of the said Dionizio Phillypus Calendar — And that he was One of the Subscribing Witnesses to the execution of the said Mortgage bond — and further Saith not to this or to the last Interrogatory

Joseph Shawe

Mayor's Court at Madrasapatnam

Tuesday the 23 Day of June Anno Domini 1789

Present

William Hebb Esquire Mayor
Edward Canan and George Savage
Aldermen

Between Antonio de Souza de Seixas of Madras Merchant Complainant and Dominic Philippus Calender of the same Place Inhabitant Defendant

Mayor's Court

L.S.

This Cause coming on to be heard and Debated this day in the Presence of the Attorneys on both sides Reading the Complainants Bill with the Copys of a Mortgage Bond and Account annexed, The Defendants Answer, The Replication, The General Rejoinder, The Interrogatories and Depositions and the Part of the Complainant Don Antonio the Pleadings and Arguments made Use of by the Attorneys on the Consideration had thereon This Court doth 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 One Thousand Three Hundred and Ninety Six Pagodas 1396. 26. 36. Fogs Interest with Costs and Sixty Six Cash of Pagodas 66. 0. 0. Fogs Interest as more or less shall become due thereon until full Payment is made also all Costs of this Suit

Dft Curr

Court of Appeals at Madrasapatnam

Saturday the 4th August Anno Domino 1790

Between Dominic Philippus Calender of Madras Inhabitant Appellant and Antonio De Souza also of the same Place Merchant Respondent

This Cause coming on this day to be heard and debated before this Court by the Attorneys on both sides Upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayor's Court together with the Decree of the said Court given in this Cause on Tuesday the 23. Day of June Anno Domini 1789. Upon due Consideration had of the Matters therein severally Contained and of the Pleadings and Arguments made by the Attorneys on both sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honble the Mayor's Court do stand affirmed and that the Appellants Petition be and is Dismissed with Costs.

Dft Curr

Chas N. White Clk

Filed the 29th June 1790

In the Hon^ble the Mayor's
Court at Madrasapatnam

Between Edward Raphael Complainant
and Joseph Antonio Defendant
Cause and Cross Cause

The Petition of the above Named Original Complainant and Cross Defendant

Sheweth

That Samuel De Mello, Joshua Roach and Marcar Lazar Merchants and Native Inhabitants of Madras Merchants and Native Inhabitants and the above Causes on behalf of Your Petitioner, without the Benefit of whose Testimony Your Petitioner is Apprehensive that the full Merits of his Cause will not Appear in Evidence before this Hon^ble Court, and that Your Petitioner shall Unreasonably be delayed from the Jurisdiction of this Hon^ble Court before the above Causes will be at Issue.

Your Petitioner therefore Prays that a Rule may Immediately Pass for the Examination of the said Samuel De Mello, Joshua Roach and Marcar Lazar in the above Causes on behalf of Your Petitioner and that Your Petitioner may have as full Benefit of their Testimony at the hearing of the said Causes as if the said Causes were Now at Issue.

Edward Raphael
Hall Dillon
Ley
Pltf's Atty

Filed 13th April 1790

The Replication of Charles Baker by his Attornies Josiah Warehouse and Francis Lautour of Fort Saint George Esquires Complainant to the Answer of Thomas Humphreston of Madras Inhabitant Joint Defendant

This Replicant by his said Attornies now and at all times hereafter saving and Reserving unto himself all and all manner of benefit and Advantage of Exception to the Many untruths Errors Uncertainties Insufficiences and Imperfections in the said Answer contained for Replication thereunto this Replicant says that his Bill of Complaint and Account Current thereunto Annexed and all and singular the Matters and things therein Contained Are Good True Certain and Sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby Set forth and Alledged and that the Answer of the said Defendant is Very untrue Evasive and Insufficient in the Law to be by this Replicant Replied unto for Divers Manifest Imperfections and Uncertainties therein Contained this Benefit of Exception whereunto being now and at all times Saved to this Replicant And for further Replication this Replicant by his said Attornies say That the Conduct of the Defendant in Attempting to introduce Certain Charges and Oppositions to a Bond legally executed by him were more a Degree of Litigious Obstinacy which Calls Aloud for the Reprehension of this Hon^ble Court This Replicants said Attornies say They are unacquainted with the Dealings which existed between the Defendant and this Constituent the said Charles Baker Previous to his Departure for England But this they are fully Convinced of from the fair honest upright and Unimpeached Character which during his Residence in this Settlement He ever maintained Which He made it a Point always to

discharge

Discharge his Trade summs Bills and Shine for they cannot Harbour a doubt that of the Articles Charged in the Defendants Account Current two Purchased by him, that they were also paid for, which doubt alone Clearly Appears to have been the Case from the Circumstance of the Defendant having Executed his Bond for a Specifick Sum which Shews no Doubt was Perfectly Conscious of being due And this Replicant by his said Attornies Denys that he departed Suddenly from the Settlement as the Defendant has falsely Asserted in his Answer and the Contrary the Replicant is in Intention to Depart for Europe was well Known for Many Months before He embarked and Particularly so from the Circumstance of this Replicant having declined Taking any New Business into the way of his Profession for a Considerable Time Previous to that Period And Shine for the Reason and that behalf given by the Defendant for not having his Accounts Ready Is altogether Ridiculous and Unpertinent being Solely Calculated to Mislead this Honble Court and to defraud this Replicant out of his Well founded Claim Arising upon a Bond Duly Executed by the Defendant

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 said Bill of Complaint he hath Already Prayed.

G. Chalmer
Solr for Rplt

(603)

Feb.y 4th June 1790

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th day of May Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Edward Cannon Andrew Ross
John Mitford and Aldermen

Charles Baker by his Attornies Joseph Moorhouse and Francis Lautour
Vers.
Thomas Humpherston

Affidavit of Thomas Jones of Service of Notice for the Defendant to Employ another Attorney to Act for him in the Room of Mr James Stuart Hall who has declined Acting Sworn to in Court Read and filed this day. The Attorney for the Complainant Prays that the Defendant may Appoint another Attorney to Act for him by Next Court day and in default thereof that this Cause will be set down to be heard on the Proceedings Already had. Ordered Accordingly

A true Extract
G. Taylor Regr

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

Between Charles Baker by
his Attornies Joseph Moorhouse
and Francis Lautour Complainant
and Thomas Umphreston 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 a Copy of the
Written Extract from the Minutes of this Hon^ble Court

Thomas Jones

Sworn in Town Court
this 15th June 1790

Ly Taylor
Reg^r

Filed 15th June 1790

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 5th Day of June Anno Domini 1790

Present

Vincent Lee Corbett Esquire Mayor
Josias Du Pre Porcher Andrew Ross
and James Landon Aldermen

Charles Baker by his Attornies Joseph Moorhouse and Francis Latour
Plaint^ff
Thomas Umphreston
Defend^t

Ordered that this Cause do commence to be Heard on
Tuesday

Tuesday next and as there is no Attorney for the Defendant Ordered
that the Complainant do Serve him with the Notice of hearing of which
Service Affidavit is to be made

A true Extract

Ly Taylor
Reg^r

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

Between Charles Baker by his
Attornies Joseph Moorhouse and
Francis Lautour Complainant and
Thomas Umphreston Defendant

The Affidavit of John Scawen One of the Serjeants
of this Hon^ble Court

The above Named Deponent Maketh Oath and Saith that
he did on the Twelfth Day of this Present Month of June Personally
Serve the above Named Defendant with a Copy of the within Extract from
the Minutes of this Hon^ble Court

John Scawen

Sworn in Town Court
this 15th June 1790

Ly Taylor
Reg^r

Mayor's Court
Madraspatnam

Tuesday the 2nd Day of July
Anno Domini 1730

Present

Vincentio Corbett Esquire Mayor
Andrew Ross — James Landon
and John Milford — Aldermen

Between Charles Baker
by his Attorney Joseph Moorhouse
and Francis Lasteur of Fort Saint
George Esquire Complainant and
Thomas Hughes Inhabitant of Triplicane
Place Merchant Defendant

This Cause coming to be heard and Debated this Day
in the Presence of the Attorney for the Complainant & the Attorney for the
Defendant having Reclined Acting & on Reading the Affidavit of Robert
Leaware of Service of Notice of Hearing the Complainants Bill with the Copies
of the Bond and Account Current and a Power of Attorney Annexed Also
Defendants Answer with Copy of an Account Current Annexed The
Replication and on Hearing the Pleadings made Use of 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 Two Hundred and Thirty Seven Pagodas
Thirty One Fanams and five Cash Pagodas 237.31.5 being the
Amount Acknowledged to be due to the Complainant by the Defendant's

Answer

Answer together with all Costs Interest and Damages which shall Accrue
due thereon until full Payment is made and it is further Ordered and
Decreed that each Party do pay their own Costs

Per Curia

Filed the 23 January 1787

In the Honble the Mayor's
Court at Madraspatnam

Between Woodooramalinga Chitty
by his Attorney Stephan Ouanjelus Complai-
nant and Peniwaral Pandu the Defendant

The Humble Petition of Adeiyah the Son of Valuvijaam
Pauchum Peniwariah

That the above Named Complainant did on or about Month of Novem-
ber or December Which was in the Year of Our Lord One Thousand Seven
Hundred and Eighty Three exhibit a Bill of Complaint in this Honble Court
for the Purpose of Recovering the Sum of One Thousand Two Hundred and
Forty Pagodas from the Above Named Defendant and that the said Compla-
inant did cause a Sequestration to be issued upon Return of the Summons
Not to be found and that a Decree did at the Expiration of Six Months
Pass in Consequence thereof when this Honble Court was Pleased to grant
Award and issue a Writ of Execution Against the Goods Chattels and
Effects of the said Defendant but the said Sheriff instead of levying upon
and Seizing the Property of the said Defendant did Illegally upon a certain
Tank and a Piece of Ground Situated lying and being at Triplicane
between the Houses of Ramanooja Chariar and Godama Cheragavanna-

Leah

Leah under Petitioner that the Premises were the Property of and belonged unto the said Defendant Whereas Your Petitioner Shews that the said Premises are the Property of Your Petitioner as well more fully Appear to this Honble Court by Copy of a Bill of Sale hereunto Annexed Which Your Petitioner Prays may be Admitted as part of this his Petition the Original Whereof and Your Petitioners Custody and ready to be Produced whenever he shall be thereunto required

Your Petitioner therefore Most humbly implores the Aid and Assistance of this Honble Court in the aforegoing Premises and Prays this Honble Court to Order the said Warrant of Execution to be Superseded as far as relates to the Seizure of the said Premises and the Sheriff be Ordered to take from of the said Premises and Your Petitioner restored to the Quiet and peaceable Possession and Enjoyment of the same

And Your Petitioner as in duty bound

Shall Ever Pray

Chas Baker
Atty for Petr

No 2156

L.S.

Registered in Lib. Deeds No. 25. Fol. 1 Mar. 25. 1764

Know all Men by these Presents that I Pragalabanum Ramanooja Chariar for and in Consideration of the Sum of Sixty Pagodas Some in hand paid by Velanjeam Packum Seenavasiah have Bargained and Sold and do hereby Bargain and Sell unto the said Velanjeam Packum Seenavasiah a House and Ground Containing in Length Ten from East to West One Hundred and Twenty five feet and in Breadth from North to South at the East end Twenty five feet and three Quarters and at the West end Twenty two feet and a Quarter which Premises are Situated at Treplicane in Malunda Street between the Houses of Ramanooja Chariar and Godamee Veraperumaliah 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 Velanjeam Packum Seenavasiah his Heirs and Assigns forever In Witness Whereof I have hereunto Set my hand in the Presence of these Town Conceyly and the said Sastree Eyangare who have Explained the above Writing to me in Tamul Language in Fort St. George this 19th day of April One Thousand Seven hundred and Sixty four

Witnesses
Sastree Eyangare
Town Conceyly

Chs. Bourchier
Geo. Stratton
} Justices

Thos Perry
Chas Baker

This is to Certify that Lasbre Eyungare hath this day Appeared before Me on behalf of Pagalabarnum Ramanoja Chariare and Produced Aulwar Eyale Saunne Eyare and Comalie Tewengada Chariare Persons of Credit who Declare that they have known the said Pagalabarnum Ramanoja Chariare Thirty Years and that they know Herein Possession of a House and Ground Containing in Length from East to West One Hundred and Twenty four feet and in Breadth from North to South at the East end Twenty five feet and Three Quarters and at the West end Twenty two feet and a Quarter which Premises are Situated at Kayitsand in Maluanda Street between the Houses of Ramanoja Chariare and Godeme Moopenmaliah and Descended to him as Heir to his Uncle Venkata Rania yungare Deceased which Premises he has Possessed Twenty Years without any Dispute or Question of his Right thereto all which the said Witnesses say they Declare without any Interest or view of Private Advantage to themselves and the said Lasbre Eyungare Avers that the said Pagalabarnum Ramanoja Chariare is now in full and Lawfull Possession of the same free from any Mortgage or Incumbrance whatever But for Which he no Regular Bill of Sale was ever given and that the same are of the Value of Sixty Pagodas In Testimony the truths whereof have hereunto set Our Hands and Caused the Seal of the Choultry Court at Fort St. George to be Affixed this 14th day of April One Thousand Seven hundred and Sixty four

Witnesses
Comalie Tewengada Chariare
Aulwar Eyale Saunneyare

Ch. Bouchier
Geo. Stratton
} Justices

Registered in Fort St. George
this 25th day of April 1764
Ja. Bouchier Regr.

A true Copy
Chas. Baker

Filed 24th July 1787

The Answer of Moodu Ramah Lingah Chitty by his Attorney Stephen Ovanjoh in Respondent to the Petition of Adiyah Petitioner.

In the Cause of

Moodu Ramah Lingah Chitty by his Attorney Stephen Ovanjoh Complainant

Versus

Seemavasa Pundu the Son and Heir of Nawanah Pundu the Defendant

The said Respondent Admits that he did some time or about the Month of November which was in the Year of Our Lord One Thousand Seven hundred and Eighty One exhibit a Bill of Complaint in this Honble Court for the Recovery of the Sum of One Thousand two Hundred and forty Pagodas from the above Named Defendant Arising upon Principal and Interest of and upon a Mortgage Bond or Obligation from Nawanah the Father of Seemavasah Pundu Executed on the Twenty eighth day of February One Thousand Seven Hundred and Eighty One, conditioned for the payment of the Sum of One Thousand Pagodas and Interest at Twelve per Cent Per Annum for the Securing the Payment whereof the said Nawanah did Assign and Mortgage over unto this Respondent certain Premises therein and thereafter No 1 further described Copy of a Translation Whereof is hereunto Annexed for the Inspection of this Court, which this Respondent Prays May be Admitted as part of this his Answer; And that the Defendant not Appearing to the Summons issued thereon, this Respondent did procure a

a Sequestration issue against the Defendant, to compell Him to appear,
in Consequence whereof the above Premises were Seized, that is to Say the
after the Day of the Return of the said Warrant of Sequestration no Appearance
having been Made by the said Defendant or by any One on his behalf—
this Rejoinder Did on the Fifteenth September One Thousand Seven Hundred
and Eighty three Pray a Decree According to the Course and practice
of the Court, which was awarded Accordingly, And thereupon an Order to
Sell the said Sequestered Premises after the Sequestration of Six Weeks had expired
to the Sheriff of Madraspatnam and the Districts Thereof that is to Say in
Three of the Sheriff did Advertize the said Sequestered Premises for Sale, and
did Accordingly sell the same, but did omit to Advertise and sell a Parcell
of Ground and a Tank thereon, which Omission of the Sheriff Obliged this
Respondent afterwards to take out a Warrant of Execution by Virtue
Whereof the Sheriff did Seize the said Parcell of Ground and Tank being
Part of the Defendants properly Mortgaged to this Respondent by the Defen-
dant and included and Described in the Bills of Sale delivered at the time
of executing the said Bonds And this Respondent Saith That the said Ground
and Tank never were the Property of the Petitioner, but are the Sole Property
of the Defendant and of this Respondent under the said Mortgage Bond and
Execution as may more fully Appear first by a Bill of Sale of the first given
Ground described in the said Mortgage Bond given by One Allalah alias
Lunca Ramiah this being Sixty Six feet by One Hundred and fifty with
two Wells, One Large and One Small Twenty feet where of have been inserted
by Some the latter Possessors Secondly by a Bill of Sale from Lunca gadda
Venca taramy Chitty to Allasingary and One Thousand Seven Hundred and
fifty Six, in which is included another Piece of Ground and a Tank being
thereon is particularly Described, as also a Well and the same premises are
Sold by Allasingary to Condypillah Namicanah Pundit Within One Thousand

Sworn

Seven Hundred and fifty Seven and by him Mortgaged to this Respon-
dent, as may more particularly Appear by Copies of One Bill of Sale in
the English Language and Copies of Translations of Two others Marked
No 2. 3 and 4. hereunto Annexed for the Inspection of this Honble Court,
all which this Respondent Prays may be Admitted as Part of this
his Answer, the Originals whereof are in this Respondents Possession
and Ready to be Produced When Properly called for, And this Respondent
Saith That he denies that he did Assert or that the Sheriff hath Seized
any Ground belonging to the Petitioner, And this Respondent Saith that
he has not any thing to do with the Premises described by the Bills of
Sale annexed to the said Petitioners Petition, which are Quite different
from those described in the Bills of Sale hereto Annexed, And this
Respondent did not have a Dispute with the said Petitioner about the Ground
to him belonging, but will Readily Agree to his freely Quietly and peace-
ably enjoying the same, And this Respondent Saith That the said
Petitioner has not Reason to believe is more than a fiction, created by
One Innungadia a Troublesome and Turbulent Neighbour and that
the Petitioners Name is but lent to Answer the purposes of his Malicious
Designs Against this Respondent and finally to appropriate to his said
Land and Premises to his own Use.

This Respondent therefore Prays that the Prayer of
the Petitioner may be Over Ruled and that the Order to
Restrain the Sheriff in the Sale of the Premises Seized by
Virtue of the aforegoing Warrant of Execution may be
Superseded and that the Petition may be Dismissed and
the Petitioner directed to pay Costs for his Delay
Vexatious and Unnecessary to Oppose the Course of Justice without
any colourable Right or Cause therein

Hy Dundas
Atty Respondt

No. 21

Translation of a Mortgage Bond Dated the 12th February Year called Sawmy Sunnachum Answering to A. D. the 28th of February 1784

I Narrasamah Son of Condaya the Vencatarammen Pandaram do Give this Mortgage Bond to Hoodo Ramalinga Chitty Son of Seevagnana Chitty of Madras, Thatis to say

Sawmy Hogum Cocasien Have Mortgaged to Sawmy House and Ground situated at Triplicane in Westward Street Opposite to the Pagoda on the Westward Limes on the South side to Cadaly Terroongaliahs House and North side to Pedda Allagasingaroo's House containing in Broad 115 from North to South 66 feet from East to West 150 feet and with the New Materials and also a Garden situated on the West side to the said House on the east side to the Pookengue Cadoo Do for Garden and on the South side to Rungamma Rungaiah Chittys Garden containing 216 feet and from East to West 270 feet Together with a Choultry Paper Bill of Sale of the said House and Garden also Equal Bill of Sale One and four Cadjans Title Deeds in all Two Paper Title Deed and four Cadjans Remaining in all Six Title Deed and Bound and Received of You the Sum of 1000 / One Thousand Star Pagodas Current Money of Madras, which Sum I Promise to pay You or your before the 12th of February Year called Palava with Such Interest as may become due thereon at the Rate of 12 p Cent p Annum Indefault of the said Payment then You are empowered to Summon the Mayors Court and sell the said Premises and Paid Yourself the Principal and Interest Written per Rummiyee Narsinga Roy and Vally Chitty Aroonaga Chitty by their Knowledge Arranged by Cunda Pallee Narasimah

Witnesses Signed
Narasingaroo
Aurocottaguem

Signed
Narrasamah

by Soobarayam Interpr.

Note Translation as Thatis can be from the Gentoo Language

Hy Dit. Pitt
Atty Regr.

No. 22

Translation of a Bill of Sale Given to Sunca Ramah by Allaliah

I Allaliah for and in consideration of the Sum of One hundred and fifty five Pagodas Summed and Paid by Sunca Ramah have sold unto him My House and Garden Standing in Triplicane in the West Street Between the Houses of Algasingary and Terroongadiah's the Ground Length One hundred and fifty foot and Broad Sixty the Garden Two hundred and Seventy foot Long and Two hundred and Eighteen Broad with Two Wells One Great and One small

Allaliah

Witnesses
Algasingary
Ludrisa Venkatachilum
Arunga Pade Rungadukula
Cameenboor Sudrachariu
Mid by the Town Councipaly Tommyilla

Registred in the Court Book Letter B
Folio 180 / Geo: Fullio Regr

Hy Dit Pitt
Atty Regr

No. 23

Translation of a Bill of Sale Dated 29th Vyashy Monthsien the Year called Daudo or Answering to Anno Domini 9 June 1756

I Sumoo Padda Venkatarammy Chitty do Give this Bill of Sale of a Garden and a House to Paliya Moonas Nagasingaroo Chitty Thatis to say

At Triplicane in Westward Street, Opposite to Narsimmah Sawmy Either Pagoda in the West Line and the South Side to Cadaly Terroongaliahs House and on the North side to Pedda Nagasingaroo's House which House I have bought of Allaudiah Containing in Length from East to West 150 feet and in Broad the from North to South 66 feet and also a Garden Situated on the West Side to the

the said House, on the East Side to the Garden of Southamy Tevaclayandy, on the South Side to the Garden of Sangapah Naick and on the North Side to the Garden of Cundapaidy Narrainy, including with the Tank and Well Which Containing in Length from East to West 270. feet and in Breadth from North to South 216 feet which I have bought before of Mandiah According to the Dummicum accountained in a Paper written in English Language for which House and Garden this Day I have Bargained and Sold to You for Two Hundred Star Pagodas 200 Current Money of Madras and Received the Same, the Paper Written in English I have delivered to You, According to the said Paper with the said House and Garden with all the Appurtenances thereunto belonging You are to enjoy this I have with Henry Consent granted this Bill of Sale of my House and Garden, Witnesses Moddah Pallakistnamah and Mahanguy Pavanapah by their Knowledge Drawn by Ramador Cunnapully

A true translation as nearas can be from the Gentoo Language

Signed Lunca Pidden Venkatarannah

Soobarayam

His Dubash

No 4

Translation of a Bill of Sale Dated the 12th Pungoone Month in the Year Called Dundo or Answering to Anno Domini 22d March 1757

I Magasingery Son of Paleyanoor Narsadum Venkatachel Siva of Triplicane do Give this Bill of Sale of a Garden and Ground to Cundapully Narrainah Pundoo to Son of Venkatarannah Pundoo that is to say a Triplicane on the West and Street on the Westerd Line Opposite to the Narrainmah Choultry Coviler Pagoda on the South Side to the House of Cotaly Tiruvengadah Pundon the North Side to the House

of Pidda Magasingery, which House measuring in Breadth from North to South 66 feet and in Length from East to West 150. feet together with the Coss of the said House, and the Garden situated on the West Side of the Land House on the East Side to Bookanjee Kapundoo's Garden, on the South Side to Rangama Rangapah Chitty's Garden, and on the North Side to Cundavady Narrainapah's Garden, including with the Tank and Well measuring from North to South 216 feet, and from East to West 270. feet the said House and Garden both I and You have bought in Joint Concern from Lunca Pidda Rannah Chitty, as You have took one Cedamby Venagavah Pennaul Lyah as Private Partner for a half Share we both have bought for 200 Star Pagodas as per the Brick Wall, Roof and 42 feet from North to South and 66 feet from East to West, Which is on the North Side to Allagah Singasiah's House being sold and the Amount Sale Wherefore we have Divided According to the Proportion, and the remaining Ground and Garden we estimated for 92 Pagodas and What ever is my half Share I have sold to You for the Sum of 46 Pagodas and I have Received the Same by the means of Venagee Pennaul Lyah, and I have delivered the Bill of Sale which was granted by Duncavar, and also a Paper Written in English which was formerly Purchased by Duncavar from Allandayah, which said Garden and Ground With all the Appurtenances thereunto belonging You are to enjoy for ever by Your Decendants If any dispute should happen, which I promise to get it clear, when You Procure a Choultry Bill of Sale for the whole I promise to Signe the same Then I have Granted this Bill of Sale of the Garden and Ground with my Consent, Witnesses Shanam Singayah, and Shoodarashanam Singarashariar by their Knowledge Drawn by Annanabaloo Kistnamah Chariar

Signed

Witnesses
Vannam Singayah
Shoodarashanam Singarachariar

Signed
P.
Sellamuttoo Nagasingam

Thus Translation was made & read from the Tamul Language
Sabhanayagam
Interpr.
Hd Dis Pleas
Atty Respt

Interrogatories to be Administered
to Each Witness as shall be Produced Sworn
and Examined in a Certain Matter now in
Dispute Between Velangapaukum Seenavasiah Petitioner and
Mordon Ramiah Linga Chetty by his Attorney
Stephen Ovanjoh and Respondent in the Cause
before this Honble Court wherein the said
Mordon Ramiah Linga Chetty by his Attorney
Stephen Ovanjoh of Madras Inhabitant
is Complainant and Seenavasiah Pundatto
Son and Heir of Narranah Pundatto Defendant

On the Part and behalf of the Petitioner

Amarden Cranier
Arashadoy
& Vencatta Cannegaloo

To all Witnesses Produced on the Interrogatories
Defendant and the Petitioner in the Title of these Interrogatories Named
If Yea how long have Yours known them or either of them and what Intimacy
Declare

Title

Title 2. Interrogatory Did or Did not Velangapaukum Seenavasiah
some time in the Year One Thousand Seven Hundred and Eighty four or
at any other and what time Purchase of and from Pagalabenniim Ran-
amanoja Chariar a House and Ground Situated at Triplicane Yea
Nid Dor did he not enjoy the same since it was Purchased by him and
do You do or Do You not know the Dimensions of the said Ground Yea
What are the Dimensions thereof was or was not the whole of the said
Ground Agreable to the Bill of Sale thereof enjoyed by the said Velangapa-
paukum Seenavasiah in his Life time Unmolested by the Respondent or
any other Person or Persons and was or was not the said House and
Ground since the Death of the said Velangapaukum Seenavasiah enjoyed
by the Present Petitioner also without any Molestation Do You know or
have You ever heard that a Part of the said Ground was ever Occupied by
Pundatto Sonand Heir of Narranah Pundatto by any other
Seenavasiah Pundatto Sonand Heir of Narranah Pundatto or by any other
Person or Persons on his Account or how Otherwise Declare

Ditto 3. Interrogatory Did or did not Velangapaukum Seenavasiah to
Your certain Knowledge Purchase a House and Ground from Pagala-
benniim Ramanoja Chariar Situated in Triplicane and Maylunda
Street between the Houses of Ramanoja Chariar and Godonna Mura-
paramaliah Containing in Length from East to West One hundred
and twenty five feet and in Breadth from North to South at the East
End Twenty five feet and three Quarter and did or did not the said
Velangapaukum Seenavasiah enjoy the same and every Part thereof
from the time he first Purchased the same to the time it was Claimed
by the Respondent as the Property of the Defendant was there any
Claim or Claims made to any Part of the said Ground by Narranah
Pundatto during his Life time or do You know or have You heard that
any part of the said Ground belonged to Seenavasa Pundatto or that he
Mortgaged

Mortgaged Whereas to the Respondent Would Your worship & Your not have Known if the said Ground was the Property of the said Defendant by Your being the Next Neighbour to both the Petitioner and the said Defendant

Ditto 4th Interrogatory Were You or were Either of them Present When the Sheriff or his Officers or either of them came to Lize a Certain Garden belonging to the Defendant for the Title of their Interrogatories Named & Sd

Did or did not the said Sheriff or his Officers or either of them when Measuring out the Ground of the said Defendant encroach upon the Ground of the Petitioner for the Title of their Interrogatories Named & Sd How Many feet did they encroach upon the Ground and Property of the said Petitioner and what Space Might it Contain from East to West and from North to South was or was not the Respondent Moodoo Ramah Linga Chitty Present at the time and was He Not Particularly Active and Pointing out to the Sheriff the Grounds Which He was to Lize Did You or did You not Observe to them that they were encroaching upon the grounds of the Petitioner and did You or did You not Remonstrate with them on the impropriety of doing so

Do You or do You not know that the said Portion of Ground so Lized was in the Possession of the Petitioner Father during his Lifetime and after his Death Quietly and peaceably Possessed by the Petitioner Unmolested by any Person whatever

5th Interrogatory Lastly Do You know or can You say any other Matter or thing Material for the Petitioner in this Matter & Sd to declare the same as You know or do believe together with the Reasons of your Knowledge and Belief

Gr Chalmers
Atty for Petitioner

Major's Court }
Madrasspatanam }

Between Adiyah the Son of Velan-jeam Paukum Seenavasiah Petitioner and Moodoo Ramah Linga Chitty by his Attorney Stephen Ovanjoh the Respondent in the Cause before this Honble Court Wherein the said Moodoo Ramah Linga Chitty by his Attorney Stephen Ovanjoh of Madras Inhabitant Complainant and Seenavasiah Pundatha Son and Heir of Narsanah Pundutha Defendant

On the Part of the Petitioner

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

Amanda Chavier a Chunchi Mandew of Tripolicane and Aged forty Seven Years or thereabouts being Produced as a Witness in this Affair On the Part of the Petitioner Sworn the twelveth Day of August One Thousand Seven hundred and Eighty Nine Signified at the Office of Mr Henry Du Pury 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

Deponeth as follows viz

To the first Interrogatory this Deponent saith That she doth know the Petitioner Adiyah the Son of Velanjeam Paukum Seenavasiah in this Affair and That she hath so known him forty Years or thereabouts and That she doth know the Respondent Moodoo Ramah Linga Chitty by his Attorney Stephen Ovanjoh in this Affair, and that she hath so known him three or four Years and that she doth know the Defendt Seenavasiah Pundatha Son and Heir of Narsanah Pundutha in this Cause and that she hath so known him fifteen Years or thereabouts

And

And answereth as aforesaid to this first Interrogatory

To the Second Interrogatory this Deponent Saith, that Valenguanguakum Seenevasia did purchase in the Year One Thousand Seven hundred and Sixty four Purchased of and from Pagalabennum Pannenaja Clariar a House and Ground Situated at Triplicane and further saith, that he did enjoy the Same since it was Purchased by him. This Deponent Saith that he doth know the Dimensions of the said Ground and further saith that the Dimensions thereof were from East to West One hundred and Twenty five feet and from North to South Seventy five feet and three Quarter feet. This Deponent saith that the Whole of the said Ground was Agreeable to the Bill of Sale thereof and enjoyed by the said Valenguanguakum Seenevasia during his Life time unmolested by the Respondent or any other Person or Persons and further saith that the said House and Ground since the Death of the said Valenguanguakum Seenevasia was enjoyed by the present Petitioner also without any Molestation. This Deponent doth not know or hath ever heard that a Part of the said Ground was ever occupied by Seenevasia Pundatter Sans and Heir of Narsanaia Pundatter or by any other person or persons on his Account. And answereth as aforesaid to this Second Interrogatory

To the third Interrogatory this Deponent Saith that Valenguanguakum Seenevasia did to his certain knowledge Purchase a House and Ground from Pagalabennum Pannenaja Clariar Situated in Triplicane and Maylauda Street between the Houses of Pannenaja Clariar and Godenna Veerapareumalia containing in Length from East to West One hundred and Twenty five feet and in Breadth from North to South at the East end Twenty five feet and three Quarters and further saith that the said Valenguanguakum Seenevasia did enjoy the same and every Part thereof from the time of first Purchase thereof to the time it was claimed by the Respondent as the Property

Property of the Defendant. This Deponent Saith that there was no claim or claims made to any Part of the said Ground by Narsanaia Pundatter during his Life time and further Saith that he doth not know or hath ever heard that any part of the said Ground belonged to Seenevasa Pundatter or that he Mortgaged the same to the Respondent. This Deponent Saith that he Would have known if the said Ground was the Property of the said Defendt by his being the Next Neighbour to both the Petitioner and the said Defendant And answereth as aforesaid to this third Interrogatory

To the fourth Interrogatory this Deponent Saith that he was present When the Sheriff and his Officers came to seize a certain Garden belonging to the Defendant in the Bill of these Interrogatories Named and further Saith that the said Sheriff and his Officers when Measuring out the ground of the said Defendant did encroach upon the Ground of the Petitioner in the Bill of these Interrogatory Named. This Deponent Saith that they did encroach upon the Ground and Property of the Petitioner Forty feet from East to West, and from North to South Twenty five feet and further saith that the Respondent Aboo Tee Ramalinga Chitty was present at the time and that he was particularly Active in Pointing out to the Sheriff the Ground which he was to seize. This Deponent Saith that he did observe to them that they were encroaching upon the Ground of the Petitioner and that he, this Deponent did Remonstrate with them on the impropriety of doing so and further saith that the said Portion of Ground so seized was in the Possession of the Petitioners father during his Life time, and after his death quietly and peaceably Possessed by the Petitioner unmolested by any Person whatever. And more he Saith not to this or to the last Interrogatory.

Joseph Strange
Exr

Mayor's Court
Madraspatanam

Between Aduwah the Sons of Velangeanum Pauhanum Seemawasiah Petitioner and Moodoo Ramah Lingah Chitty by his Attorney Stephen Ovanjohn Respondent in the Cause before this Honble Court wherein the said Moodoo Ramah Lingah Chitty by his Attorney Stephen Ovanjohn of Madras Inhabitant Complainant and Seemawasiah Pundatthu Son and Heir of Narsanah Pundatthu Defendant

On the Part of the Petitioner

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

Chashallay Brahmin of Triplicane and Aged fifty Years or Thereabouts being Produced as a Witness in this Affair on the Part of the Petitioner was on the Seventeenth Day of August One Thousand Seven hundred and Eighty Nine Examined at the Office of Mr Henry Du Pay who is Attorney for the Respondent by an Interpreter who also first made Oath of the Name Title and Place of abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deponent was as follows Viz

1st Interrogatory To the first Interrogatory this Deponent saith, that he doth know the Petitioner Aduwah the Sons of Velangeanum Pauhanum Seemawasiah and this Affair, and that he has also known him five Years or Thereabouts and that he doth know the Respondent Moodoo Ramah Lingah Chitty by his Attorney Stephen Ovanjohn in this Affair, and that he has also known him five Years or Thereabouts and that he doth know the Defendant Seemawasiah Pundatthu Son and Heir of Narsanah Pundatthu in this Cause And that he has also known him fifteen Years or Thereabouts And More he said Not to this first Interrogatory

2

2d Interrogatory To the second Interrogatory this Deponent saith, that Valangeanum Pauhanum Seemawasiah did in the Year One Thousand Seven hundred and Sixty four Purchase of and from Pogalabannum Raumanoja Chariar a House & Ground Situated at Triplicane and that he did enjoy the same since it was Purchased by him This Deponent saith that he doth know the Dimensions of the said Ground and that the Dimensions thereof are from East to West One hundred and Twenty five feet and from North to South Twenty five and three Quarter feet and further saith that the Whole of the said Ground Agreeable to the Bill of Sale thereof was enjoyed by the said Valangeanum Pauhanum Seemawasiah in his life Time unmolested by the Respondent or any other Person or Persons This Deponent saith, the said House and Ground since the Death of the said Valangeanum Seemawasiah was also enjoyed by the present Petitioner without any Molestation and further saith, that he doth not know or hath ever heard, that a Part of the said Ground was ever Occupied by Seemawasiah Pundatthu Son and Heir of Narsanah Pundatthu or by any other Person or Persons on his Account And more he said Not to this second Interrogatory

3d Interrogatory To the third Interrogatory this Deponent saith, that Valangeanum Seemawasiah did to his certain knowledge Purchase a House and Ground from Pogalabannum Raumanoja Chariar Situated in Triplicane and Moylunda Street, between the Houses of Ramanoja Chariar and Godoma Nuraja Carnalia Containing in length from East to West One hundred and Twenty five feet, and in breadth from North to South at the East end, Twenty five feet and three Quarter and further saith that the said Valangeanum Seemawasiah did enjoy the same, and every Part thereof from the time he first Purchased the same to the time it was claimed by the Respondent, as the Property of the Defendant This Deponent saith, that there was no claim or claims made to any Part of the said Ground by Narsanah Pundatthu during his life Time and further saith that he has not heard that any part of the said Ground belonged to Seemawasa Pundatthu

or

or That the said Mortgaged Premises came to the Respondent. This Deponent saith
That he would Know many of the said Premises were the Property of the said
Defendant by his being the Next Neighbour to the Said Petitioner and the said
Defendant And answers he saith Not to this Third Interrogatory
4th ——— To the fourth Interrogatory this Deponent saith That he was present
When the Sheriff or his Officers came to seize a Certain Land belonging to
the Defendant as the Schedule of Three Interrogatories Named and further
Saith That the said Sheriff or his Officers when Measuring out the Grounds of
the Defendant encroached upon the Grounds of the Petitioner in the Schedule of Three
Interrogatories Named This Deponent Saith That the Number of Feet Encroached upon the Ground and Property of the said Petitioner was forty
feet from East to West, and from North to South twenty feet and further
Saith That the Respondent Moodoo Ramah Linga Chitty was present at
the time and that he was particularly active in Showing out to the Sheriff
the Ground which he was to Seize This Deponent Saith That he did
observe to them That they were encroaching upon the Grounds of the Petitioner
and That he did in consequence remonstrate with them on the impropriety
of doing so and further Saith That he does know That the said Portion of Ground
so Seized was in the Possession of the Petitioners Father during his Life time,
and after his death Quietly and Peaceably Possessed by the Petitioner, unmolested by any Person whatever And answers he saith Not to this to the last
Interrogatory

Joseph Shaw

Ex.ᵈ

Between Aldegonde Thérèse Louise Velanjeanne Paulkumar Seenevassiadu Petitioner and Moodoo Ramah Linga Chitty by his Attorney Stephen Ouanjelon Respondent In the Cause before this Honble Court Wherein the said Moodoo Ramah Linga Chitty by his Attorney Stephen Ouanjelon of Madras Inhabitant Complainant and Seenevassiadu Pundithon Son and Heir of Narsanadu Pundithe Defendant And the Part of the Petitioner

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

Veneranda Francisco Inhabitant of Pointe Coupe Aged Twenty five Years or Thereabouts being Produced as a Witness in this Affair On the Part of the Petitioner Sworn and the Contents of the Day of August One Thousand Seven hundred and Eighty Nine Signified at the Office of Mr.ˢ Henry Dudley who is Attorney for the Respondent by Order of Court who also Keeps a Note of the Name Title and Place of Abode of the said Deponent and Examines as follows viz.ᵗ

Deponent Says as follows viz.ᵗ

1st ——— To the first Interrogatory this Deponent Saith That he does know the Petitioner Adelgonde Thérèse Louise Paulkumar Seenevassiadu in this Affair and That he has also known him Seven Years or Thereabouts and That he does know the Respondent Moodoo Ramah Linga Chitty by his Attorney Stephen Ouanjelon in this Affair, and That he has also known him Seven Years or Thereabouts and That he does know the Defendant Seenevassiadu Pundithe Son and Heir of Narsanadu Pundithe in this Cause and That he has also known him five or Six Years and no more This he saith Not to this first Interrogatory

2ᵈ

2d To the Second Interrogatory this Deponent Saith, that Valangeapauchum Seemawasia did on or about the Year One Thousand Seven hundred and Sixty four Purchase of and from Pogalabemmen Raamanoja Chargiar a House and Ground Situated at Triplicane and further saith that he did enjoy the same since it was Purchased by him and that he, This Deponent, doth not know the Admissions of the said Ground and further saith, that the whole of the said Ground Agreable to the Bill of Sale thereof was enjoyed by the said Valangeapauchum Seemawasia during his Life time unmolested by the Respondent or any other person or persons.

This Deponent saith, that the said House and Ground since the death of the said Valangeapauchum Seemawasia was enjoyed by the Present Petitioner, also without any Molestation and further saith, that he doth not know or has never heard that a part of the said Ground was occupied by Seemawasia Pundaltho Son and Heir of Narsanna Pundaltho or by any other person or Persons on his Account Anderson the said Not to this Second Interrogatory

3d To the Third Interrogatory this Deponent saith, that Valangeapauchum Seemawasia did to his certain knowledge Purchase a House and ground from Pogalabemmen Raamanoja Chariar situated in Triplicane in Maylunda Street, between the House of Raamanoja Chariar and Godowns Verapparoomaliah but doth not know the Dimensions and further saith, that the said Vallangeapauchum Seemawasia did enjoy the same and every part thereof from the time he first Purchased the same, to this time it was claimed by the Respondent as the Property of the Defendant

This Deponent saith, that there was then no claim or claims made to any part of the said Ground by Narsanna Pundaltho during his Lifetime And further saith, that he doth not know if any part of the said Grounds belonged to Seemawasia Pundaltho or that he mortgaged the same to the Respondent

This

This Deponent saith, that he would have known if the said Ground was the property of the said Defendant by his being the next Neighbour to both the Petitioner and the said Defendant Anderson the said Not to this third Interrogatory

4th To the fourth Interrogatory this Deponent saith, that he was not Present when the Sheriff or his Officers or either of them came to seize a certain Garden belonging to the Defendant in the Bill of these Interrogatories Named and further saith, he hath heard that the said Sheriff or his Officers when Measuring out the Ground of the said Defendant did encroach upon the Ground of the Petitioner in the Bill of these Interrogatories Named This Deponent doth not know, how many feet the said Sheriff or his Officers encroached upon the Ground and Property of the said Petitioner and further saith, that he doth not know whether the Respondent Moodoo Rama Linga Chitty was present at the time, or that he was active in pointing out to the Sheriff the Ground which he was to seize. This Deponent saith, that knows that the said Portion of Ground so seized was in the Possession of the Petitioner's father during his Lifetime, and after his death Quietly and Peaceably Possessed by the Petitioner unmolested by any whatever and more the said Not to this or to the last Interrogatory

Joseph Shame

Translation of a Mortgage Bond Dated the 18th February Year called Sauvery Seemawachier Answering to A. D. the 28th of February 1781

I Narsanna Pundaltho Son of Condaya alias Venkataramma Pantolo do give this Mortgage Bond to Moodoo Ramalinga Chitty Son of Seemanna Chitty of Madras, Shatiotriay

On

On any Urgent Occasion I have it Mortgaged to You any Freehold Ground Situated at Triplicane on the Westward Street, Opposite to the Pagoda, on the westward Side on the Southside to Cadaly Iroovengaliahs House, and Northside to Pedda Nagasingaria his House containing in Breadth from North to South 66 feet, from east to West 130 feet, and with the New Materials and also a Garden, Situated on the Westside to the said House, on the east side to the Brokenjee Cosse Doss's Garden and on the Southside to Rungasawmy Rungaya Chitty's Garden Containing 216 feet and from east to West 270 feet, together with the Usually Paper Bill of Sale of the said House and Garden, also Court Bill of Sale one and four Cadjans Title Deeds in all, Two Paper Title Deeds and four Cadjans, Amounting in all Six Title Deeds and Barrow and Land Received of You the Sum of ₹1000/ One Thousand Star Pagodas Current Money of Madras, which Sum I Promise to pay You on or before the 15th of February Year called Palavah, with the Usual Interest as may become due thereon at the rate of 12 ₱ Cent ₱ Annum Under fault of the said Payment then You are empowered to sue me in the Mayor's Court and sell the said premises and Paid Yourself the Principal and Interest Witness Ramasinga Roy and Nulley Chitty Arooneega Chitty by their Knowledge Drawn by Condapalle Narasimah

Witnesses Signed
Narasengarow
Aurosmoguen

Signed
Narasaiah

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

Translation of a Bill of Sale Dated 29th Vaishy of Hevilbin the Year called Dande or Answering to Anno Domini 9th June 1756.

I Suncoo Paddaliveeratanny Chitty do give this Bill of Sale of a Garden, and a House to Paleyaneeror Alagasingaria by Shastiar to Say.

At Tuptecane, in Westward Street, Opposite to Nanasimmah Sammy Cilor Pagoda, in the west Line, on the South Side to Cadaly Tirooveengadah's House, and on the North Side to Pedda Alagasinganey's House, which House I have bought of Allandiah, Containing in Length from East to West 150 feet, and in Breadth from North to South 66 feet, and also a Garden Situated on the West Side to the said House, on the East Side to the Garden of Sandanny Vemahyendy, on the South Side to the Garden of Nanjapah Naicke, and on the North Side to the Garden of Gundapadey Sannamy, including with the Tank, and Well, which Containing in Length from East to West 270 Feet, and in Breadth from North to South 216 Feet, which I have bought before of Allandiah According to the Dimensions contained in a Paper Writt in English Language, for which House and Garden this day have bargained and Sold to You for Two Hundred Star Pagodas 200/ Current Money of Madras and Received the same, the Paper writt in English I have Delivered to You According to the said Paper writting the said House and Garden with all the Appurtenances thereunto belonging, You are to enjoy, Thus I have with Money Counted Granted this Bill of Sale of my House and Garden, Situate in Madda Balla Pichaiamah Street and Moolaquay Ravanayah, by this Knowledge Drawn by Ramadoss Cenicapilly

(Signed) Suncoo Peddoo Veeraberamah

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

Jaabarayam
Interpreter

Translation of a Bill of Sale Dated the 12th Pungoone Month in the Year
Called Daudoer Answering to Anno Domini 22d March 1757

I Allagasingery Louw Pallyanoor Varadam Vencatachellaee of
Tegulica and Acquit this Bill of Sale of a Garden and Ground to Condajally
Narrainah Pundole, Louw of Vencataramma Pundole Shatriah by Cast
Tegulica and on the West Ward Street on the Western Line Opposite to
Varasimma Jammy Louw or Pagoda, on the South Side to the Power of Cedaly
Jurowngaliah, and on the North Side to the Power of Sedda Allagasingery, which
House measuring in Breadth from North to South 66 feet, and in length from
East to West 150 feet together with the Power of the said House, and the Garden
Situated on the West Side of the said House, on the East Side to Brahmin Capundelis
Garden, on the South Side to Ranganna Rangapah Chitty's Garden, and on the
North Side to Gundavady Narrainapahs Garden, including with the Tank
and Well Measuring from North to South 216 feet, and from East to West
270 feet, the said House and Garden, Sale, and You have bought Time and
Concern from Lutchia Pedderamah Chitty, as You have took one Cadamby
Veeragavah Pennaul Iyah as Private Partner for a half share; we Both have
bought for 200 Star Pagodas as for the Brick Wall, Rest and 42 feet from
North to South and 60 feet from east to West, which is on the North Side to
Allagah Singaria's House, being Sold and the Amount Sale thereof we have
divided According to the Proportion, and the remaining Ground and Garden
Estimated for 92 Pagodas and Whatever is my half share, I have Sold to
You for the Sum of 46 Pagodas and I have Received the same by the Means
of Veeragoo Pennaul Iyah, and I have Allowed the Bill of Sale, which was
formerly Purchased by Lutchia var from Allaudayah, which said Garden
and Ground, with the Appurtenances thereunto belonging You are to
enjoy for ever by Your Descendants; if any Dispute should happen which
I promise to get it clear; When You Procure a Choultry Bill of Sale for
the whole, I promise to Sign the same; This I have granted this Bill of
Sale

Sale of the Garden, and Ground with Mony Consent, Witness's Stanam
Singayah, and Shoodarashanam Singarachariar, by their Knowledge
Drawn by Ramanabellon Krishnamah Chariar,

/Signed/
Pallamoor Alagasingery

Witness's Signed
Stanam Singayah
Shoodarashanam Singarachariar

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

Gentoo

Translate of a Bill of Sale given to Sunca Ramah by Allaliah

Allaliah for and in Consideration of the Sum of One hundred and fifty five Pagodas to me in hand Paid by Sunca Ramah have Sold unto him my House and Garden Standing and Situate in the West Street, Between the House of Algamugary and Tuvengadah's House in Length One hundred and fifty foot and Broad Thirty Six, The Garden two hundred and twenty foot long and Two hundred and Sixteen Broad with Two Wells One Great and One small

Allaliah

Witnesses
Algamugary
Sudrisa Chukkatachilaw
Arunga Pade Rungadukela
Cammunboo Sudrachurlu
Witness Thos Lewis Cunniply Tannyilla

Registered in the Court Book Letter B
Folio 1801
P Geo Tullie Regr

Filed the 20th July 1790

To the Honble the Mayor &
Court at Madrasapatnam

Between Adeyah Petitioner and
Moodu Ramah Lingah Chitty by his
Attorney Stephen Ovanjoh Respondent
In the Cause wherein Moodu Rama
Lingah Chitty by his Attorney Stephen
Ovanjoh is Complainant
and
Sunnasa Pundah Son and Heir of
Narsanah Pundah Defendant

The Humble Petition of the above named Adeyah

Sheweth

That Your Petitioner finds himself Unjustly Aggrieved by the Decretal Order made in the above Matter the Ninth Instant where by the Petitioner of Your Petitioner was dismissed with Costs because Your Petitioner conceives and is advised that such Order was contrary to Evidence

Your Petitioner therefore humbly Prays that this Honble Court will be pleased to Reconsider the Hearing in the above Petition he submitting to pay what Costs this Honble Court shall award in case his prayer be found Groundless and Your Petitioner as in duty Bound
Shall ever Pray

Stuart Hall for Self & Geo Chalmers
Atty for Respt

Extract from the Minutes of a Court Held at the Town Hall on Friday the 5th Day of July Anno Dominiv 1799

Present

Vincentio Corbett Esquire Mayor

James Call and Andrew Ross

Aldermen

Moodovanamalinga Chitty by his Attorney Stephen Cranjolin

versus

Seeneevasah Sundrum

Petition of Audeyah with the Copy of a Bill of Sale Annexed Read

Answer with Copies of Four Exhibits Annexed Read

Interrogatories on the Part of the Petitioner Read

Three Depositions taken thereunto Read

Four Exhibits on the Part of the Respondent with Translates thereof Marked A A B B C C & D Annexed Read

The Matter and Dispute between the Petitioner Audeyah and the Respondent Moodovanamalinga Lingah Chitty by his Attorney Stephen Cranjolin Coming on to be Argued and Determined this Day in the Presence of the Attornies on both Sides On Hearing the Readings and Views by the Attornies and due Consideration had thereon This Court doth think fit to Order and doth Accordingly Order that the Petitioners Petition do Stand Dismissed with Costs

A true Extract

Fort St. George the 5th July 1799

In the Court of the Mayor of Madraspatnam

Between Ellavedy Adiayah by his Attorney Stephen Cranjaud of Madras Inhabitant Complainant and Maddoory Venkatasay of Thevanna Place Inhabitant Defendant

The Affidavit of Pacala Venkatanarroo of Madras Inhabitant

Who Deponent Maketh Oath and Saith that he knows Appayah Puntaloo and Saith that he has to Purchase Over of that Bail offending the above Cause and that he has so Known him for the Space of Two Years that he is not a House Keeper of Madras nor has he any Landed property therein And this Deponent further Maketh Oath and Saith that the said Appayah Puntaloo is a Native of Devacotah in the District of Masulipatnam where his Family Resides who are your Peoples That the said Appayah Puntaloo is at Present employed by One Luggapah Puntaloo a Native of Masulipatnam at Present Residing in Madras as a Concooply and where House he lives and by Whom he is Supported

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

Ranganaudom

Interpreted

Filed this 5th July 1796

In the Honble the Mayor's Court at Madrasapatnam

Between Ellenty Adiappa by his Attorney Etyphen Doanjan of Madras Inhabitant Complainant and Maddoory Venkatasamy of the same Place Inhabitant Defendant

The Affidavit of Kanacapulla Venkatasawmy of Madras Inhabitant

Who Deponent Maketh Oath and Saith that he knows Nuladre Puntalo One of the Bail offered in the above Cause and that he has so known him about Two Years that the said Nuladre Puntalo is Not a House Keeper of Madras being only a temporary Resident there of his Family living to the Northward in the Districts of Masulipatnam And this Deponent further Maketh Oath and Saith that the said Nuladre Puntalo has at Present no Employment that he lives under the Protection of Juggapah Puntallo a Native of Masulipatnam and at Present a Resident of Madras by whom he the said Nuladre Puntalo is maintained and fed at his Expence along with Several Others, and Lastly this Deponent Saith that he Knows the said Nuladre Puntalo to be in Poor and indigent Circumstances and that he is considered to be so by all Who are Acquainted with him

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

Ranganaudom
Interpreter

642)

643

Filed the 6th July 1790

To the Honble the Mayor's Court
at Madraspatnam

Between Cavoor Vacambarah Modelly
and Mootiah Modelly of Madras Inhabitant
Administrators to the Estate and Effects
Cavoor Vidnada Modelly Deceased Complai-
nant and Benjamin Sulivan of Fort St
George Administrator of the Estate and
Effects of Henry Benjamin Sulivan Alias
Henry Boyle Sulivan Defendant

The Humble Petition of the above named Mootiah
Modelly One of the Surviving Administrators of Cavoor
Vidnada Modelly Deceased

Sheweth

That Your Petitioner and the above named Vacambarah
Modelly since Deceased did on the Twenty Fourth Day of July filed their Bill
of Review against the said Benjamin Sulivan as Administrator of the said
Henry Benjamin Sulivan Alias Henry Boyle Sulivan Stating that the said
Cavoor Vidnada Modelly did in his life time Exhibit a Bill of Complaint in
this Honble Court against the said Henry Benjamin Sulivan Alias Henry
Boyle Sulivan and the name and Title of Henry Benjamin Sulivan then
a Captain in the Service of his Highness the Nabob of the Carnatick for the
Recovery of the Sums of Nine Hundred Star Pagodas Making in Sterling
Money of Great Britain at the Rate of Eight Shillings per every Pagoda the
Sum of Three Hundred and Sixty Pounds, and that the said Henry Benjamin
Sulivan did Appear in this Honble Court in the Name of Henry Benjamin
Sulivan

Sullivan and did not make any Objection as the said Name of the Name and
Title not being Properly and Legally called and Described Par Rule thereafter
upon the usual Rules issuing for him to Answer to the said Bill so filed
by the said Lewis Edmund da Mendilly putting in any plea of misnomer pointing
out that the Name was Henry Boyle Sullivan and not Henry Benjamin
Sullivan but did suffer all the said Rules or Motions to Answer to go and by
Directed in the Name of Henry Benjamin Sullivan and to which Name his
Attorney Regularly and duly Appeared and Entered Appearance to which Rules were
Prayed in your Court without Alledging any thing to the Contrary but that his
Name was Henry Benjamin Sullivan and the said Attorney upon a Certificate
being also Produced According to the Practice of this Hon'ble Court did not object
to a Decree Passing Against the said Henry Benjamin Sullivan on the Last of the
day of December in the same Year in the Name and Title aforesaid in the said
Bill and for the full Sum therein Laid for together with Interest that Shall
Was due or shall thereafter become due thereon and also all Costs of the Suit Immediately
Said Decree the said Henry Benjamin Sullivan did on the Thirtieth day of the
said Month and in the aforesaid Year Appeal to the President and Council of
Fort St George Alledging many things which in no wise Regarded the Matters
and Questions to which the said Appeal the said Lewis Edmundas Mendilly
did on the Twelfth day of June One Thousand Seven hundred and Eighty
One Put in his Answer but before the Hearing thereof the said Lewis Edmundas
Mendilly departed this Life whereby the aforesaid Action Brought in this
Court against the said Henry Benjamin Sullivan did abate and that Your
Petitioner and the said Lucamba as the Mendilly as Administrators as aforesaid
became entitled to have the said Suit Revived Against the said Henry Benja-
min Sullivan as also did pray that he might Shew Cause to the Contrary - Your
Petitioner shews that the said Henry Benjamin Sullivan did also depart
this Life before the said Petition and Appeal came to be heard and the said
Benjamin Sullivan did Obtain Letters of Administration to the said Henry
Benjamin

Benjamin Sullivan alias Henry Boyle Sullivan as Estate in this Hon'ble Court
And did on the Twenty second day of July One Thousand Seven hundred and
Eighty One Shew Cause as Administrator as aforesaid and Stated such Reasons
Against the Revival of the said Suit but this Hon'ble Court did on the said
Twenty Second day of July Aforesaid were Pleased to Order that the said Suit
should stand Revived upon which Order the said Benjamin Sullivan did Appeal
to the President and Council of Fort St George Praying therein that the said Order
of this Hon'ble Court to Revive the said Suit be reversed with Costs.

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 Court of
Appeals to Attend the Hearing of the
said Cause

And Your Petitioner as in Duty Bound
Shall Ever Pray

H. Dillon
Solr. Petr.

Filed this 6th July 1790

In the Honble the Mayors Court at Madraspatnam

Between Sadrinagapatnam Venaiguru Mudeliar by his Attorny Dennis Croaden Complainant and Undagopaha Rungagengar, Kishengengar, Narrayanaskam Ramanujengar, Villayaukam Venatachellar Iyengar, Moraga Kam Thauthyengar and Coorsolly Annamanny Iyengar Defendants

The Affidavit of Peliew Seamen One of the Serjeants of this Honble Court

This Deponent Maketh Oath and Saith that he did personally Serve One of the above Named Defendants Kishengengar in Said Cause with three Rules issued in this Honble Court the last of which was a Peremptory Rule to the following purport — Further Say is Given the Defendant Kishengengar till this 29th Instant to Answer the Complainants Bill in default of which Judgement will be given for the Complainant Q Hurj

Signed C Taylor Regr Towne Hall 15th June 1790.

Sworn to in Court
this 6th July 1790
C Taylor Regr

John Seamen

Mary Smith

Filed this 13th July 1790

To the Honble the Mayors Court at Madraspatnam

Between Danny Chitty Pennaul Chitty by his Guardian Cattroo Codundarama Chitty Petitioner and Stephen Popham Respondent

In the Cause Wherein Stephen Popham is Complainant and Nayara Ball Chitty Defendant

The Humble Petition of the above Named Danny Chitty Pennaul Chitty

Sheweth

That Your Petitioner did Sometime ago file and Exhibit his Petition in the above Suit and to which the above Named Respondent hath since filed his Answer but being Very Poor (as by Affidavit Appears) is by Reason of Such his Extreme Poverty unable to establish the matters Set forth in his said Petition by Evidence or by procuring a Copy of the Answer for the Purpose afsd

Your Petitioner therefore Most humbly Prays this Honble Court will admit him to carry on his said Matter in forma Pauperis and to Assign him for his Attorney Mr James Stuart Hall and Your Petitioner

Shall Ever Pray

J Stuart Hall
Atty for Petitr

Filed this 13th July 1790

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

Between Danny Chitty Pennaul Chitty by his Guardian Cotha Cadumbariama Chitty Petitioner

and

Stephen Popham Respondent

In the Cause wherein Stephen Popham is Complainant and Mayara Ball Chitty Defendant

The Affidavit of the above Named Petitioner

Danny Chitty Pennaul Chitty the above Named Petitioner Maketh Oath and saith that he is not Worth the Sum of five Pounds in all the World his Just Debts being first Paid and his Wearing Apparel and the Matter in Question in this Cause only excepted

J. Stuart Hall
Atty for Pet.r

Signed Danny Chitty Pennaul Chitty

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

Ranganaudom
Interpreter

Filed this 13th July 1790

To the Honble the Mayor's
Court at Madraspatnam:

Between Charles Darke of Fortlisnt
George Esquire Complainant and James
Wesley of the same Place Esquire Defendant

The Humble Petition of John Balfour Nathaniel Edward
Kindersley and Sir John Murgies Baronet Executors named in the
Last Will and Testament of the said James Wesley

Sheweth

That the above Named Complainant filed a Bill of Complaint Against
the said James Wesley in his Life time for the recovery of a certain Sum of
Money Charged by the Complainant to be due to him from the said James
Wesley as the Executor of the late Sir John Clerk

That after the usual Proceedings were had the Cause came on to be heard on the
Ninth Day of December which was in the Year of Our Lord One Thousand Seven
hundred and Eighty Eight when this Honble Court were pleased to Order and
Decree that the said James Wesley should pay the Balance of the Complainants
Demand with Interest and Costs of Suit from which Decree the said James
Wesley has Appealed to the Honble the Court of Appeals at Madraspatnam and
in the meantime the said James Wesley departed this Life and Your
Petitioners his Executors and the Complainant have since received this Suit

Your Petitioners therefore Pray 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

J. Popham
Atty for Petitioners

Filed this 16th March 1790

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator Moonalabbucatauchela Naick of Madras Inhabitant that
Dawsanna Venkatapaty of the same Place Inhabitant Stands justly and
truly Indebted unto Your Orator in the Sum and just Sum of Thirty five
Pagodas Current Money of Madras Making in Sterling Money of Great
Britain at the rate of Eight Shillings for every Pagoda the Sum of Fourteen
Pounds or thereabouts as will More fully and at Large Appear by Copy of Bond
or Obligation hereunto Annexed for the Inspection of this
Honble Court and which Your Orator Prays May be Admitted as part of this
Your Orators Bill of Complaint The Original whereof is in Your Orator
Power and ready to be Produced when required and Your Orator further
Shews that he has frequently and Civilly Applied to the
Said Dawsanna Venkatapaty of the
Manner Requested Payment from the said Dawsanna Venkatapaty of the
said Sum of Thirty five Pagodas

Nevertheless it is Your Orators Pleas this Honble Court that the
Said Dawsanna Venkatapaty Obstinately and Wilfully refuses to pay the
Same or to give Your Orator any Manner of Satisfaction touching the Pre-
mises Your Orator therefore Prays a Genral Relief in that behalf to this Honble
Court shall Appear Agreable to Equity and Good Conscience To the End
Therefore that the said Dawsanna Venkatapaty May upon his 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 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 Thirty five Pagodas with all such
Interest

Judgment as to us shall seem fit & proper & Therein also all Costs of this Suit

Mayrs Pleas This Hon.ble Court do Cause the said Dawsanna Venkatayaty to be Summoned and Required by the Sheriff of Fort St.t George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Hon.ble Court at a Certain Time and Place to be by this Hon.ble Court Prefixed and Appointed then and there to Answer this Your 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

Jn.o Hamilton
Atty for Complainant

10th March 1790

This Bill was shewn to and by us
Three Days of Adjournment Vela Summons
issued returnable Next Court Day

Jn.o Corbett
Mayor

Translation of a Bond Dated 21st Maungaly of Palavanga Year Answering to Anno Domini 1st January 1783

I Dawsanna Venkatayaty do give this Bond to Moosla Venkatachela Naick Inhabitant say

In Consequence of my urgent Occasions I have this day borrowed and Received of You the Sum of 35 Thirty five Star Pagodas which Sum I do hereby Engage to Repay You soon or before the 30th Pungoony or 10th April Next will Ballance Such Interest as shall or may become Due thereon at Three & a half per Cent Annum Indefault of which I do hereby empower You to recover it by Prosecuting Me in the Hon.ble the Mayors Court Thus I have given You this Bond

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Bond with my own will and Consent Witnesses Jalicutilly Chinglevaroyadoo Naugalla Colliah by their Knowledge this Bond was Drawn by Dawsanauty Rungasauyer

Signed Dawsanna Venkatayaty

Witnesses Signed
Chinglevaroyadoo
Naugalla Colliah

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

A True Copy
Jn.o Hamilton
Atty for Complainant

Filed the 16th June 1790

In the Hon.ble the Mayors Court at Madraspatnam

Between Moosla Venkatachela Naick of Madras Inhabitant Complainant
and Dawsanna Venkatayaty of the same Place
Inhabitant Defendant

The Affidavit of Moosla Venkatachela Naick the above named Complainant

This Deponent Maketh Oath and Saith that the above named Dawsanna Venkatayaty Stands justly and truly Indebted unto this Deponent in the full and just Sum of Thirty five Pagodas Current Money of Madras as does More Particularly Appear by Copy of the Translation of a Bond or Obligation Annexed to this Deponents Bill of Complaint

Signed Moosla Venkatachella Naick

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

A True Copy
Jn.o Hamilton
Atty for Complainant

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Filed the 20th July 1790

In the Honble the Mayor's Court at Madraspatanam

Between Hermalatchmia Isabella Maid of Madras Inhabitant Complainant and Dawsanna Hemingway of Wesanne Place Inhabitant Defendant

The Affidavit of John Seaven one of the Serjeants of this Honble Court

This Deponent Maketh Oath and Saith that he did Personally at Where Defendant Names Serve the above named Defendant in Cause with the Honble Rule issuing out of this Honble Court in the above Cause requiring the said Defendant To Answer the above Named Complainants Bill the last of such Rule was at Peremptory as follows, Further Days Given the Defendant till the 20th Instant To Answer the Complainants Bill in default of which Judgement Will

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Be Signed for the Complainant Cur Signed G. Taylor Regr Town

Hall 6th July 1790

John Seaven

Sworn to in Court
this 20th July 1790
G. Taylor
Regr

Filed 7th May 1790

To the Honble the Mayor's Court at Madraspatanam

Humbly Complaining Sheweth unto this Honble Court Your Orator Pelly Ramanjalou Chitty of Madras Merchant Administrator of all and Singular the Goods, Chattels, Rights and Credits of Chinnagypilly Jeeanum Late of Wesanne Place Merchant Deceased, lawfully Appointed under the Order of this Honble Court in its capacity of Kings Ordinary as by Letters under the Seal thereof fair Your Orator's Possession and Ready to be Produced when Required, Willmore fully Appear, and Your Orator Sheweth that Chinnigypilly Ragavalu Chitty of Wesanne Place Merchant did some time or about the Month of October which was in the Year of Our Lord One Thousand Seven hundred and Eighty six possess himself of a considerable Part of the Estate and Effects of the said Deceased, such as Monies, Jewels, Bonds, Bills, Cedjan Writings and other Securities, and Your Orator further Sheweth that as Administrators as aforesaid he has frequently and in a friendly and Amicable Manner Applied to and Requested the said Chinnigy Ragavalu Chitty, to Deliver up to Your Orator the Monies, Jewels, Bonds, Bills, Securities and other the Effects of the said Deceased, which he the said Chinnigy Pilly Ragavalu Chitty, had so unjustly and illegally possessed himself Nevertheless so it is May it please this Honble Court the said

Said Chinnaygyilly Ragavaloo Chitty combining and Confederating to and with the Diverse other persons to Your Orator at present unknown Obstinately and wilfully refuses to Surrender up to Your Orator as Administrator as aforesaid the said Monies, Jewels, Bonds, Notes, Securities and other the Effects belonging to the Estate of the said Deceased, pretending that as the Son of the said Deceased he has a right to detain the same Whereas Your Orator Charges and so the truth is that Your Orator having duly obtained Letters of Administration under the Seal of this Honble Court with Capacity of Exhibiting Ordinary he alone is entitled to the Possession of the Estate and Effects of the said Deceased because he has given Security for the Amount thereof and is Answerable for any Devastavit that may be made therein and this the said Chinnaygyilly Ragavaloo Chitty well knows to be but a Trustee and sometimes Creditor only Admitted but Your Orator Charges and so the truth is that he did not Possess himself of such Effects of the said Deceased as aforesaid or any proper or illegal Warrant, but that they came into his Hands and Custody regularly and lawfully as Servant or Factor but Your Orator Charges and so the truth really is that he the said Chinnaygyilly Ragavaloo Chitty did Possess himself of and now detains such other Effects of the said Deceased Oppressively and unjustly for that there is neither does the Law know of any Right to the Estate and Effects of any Intestate but Letters of Administration thereof have been Granted to another Person Whereby all actings and doings of the said Chinnaygyilly Ragavaloo Chitty are contrary to Equity and Good Conscience and tend to the wrongful Oppression and manifest Injury of Your Orator as Administrator as aforesaid in Consideration whereof and for as much as Your Orator cannot obtain any Discovery of the Premises without that the said Chinnaygyilly Ragavaloo Chitty be compelled to discover the several matters within his Knowledge related thereto

To the End therefore that the said Chinnaygyilly Ragavaloo Chitty may upon his corporal Oath (full true direct and perfect Answer make according to the best of his Knowledge, Remembrance, information and belief to all and singular the several Allegations and things herein before stated and particularly that

that he may set forth and say Whether Your Orator has not duly obtained Letters of Administration to all and Singular the Goods, Chattels, Rights and Credits of the said Chinnaygyilly Jeanoor deceased and that he may particularly set forth and say whether he the said Chinnaygyilly Ragavaloo Chitty did not or about the Months of October in the Year of Our Lord One Thousand Seven Hundred and Eighty Six or at some other time possess himself of a considerable part of the Estate of the said Chinnaygyilly Jeanoor deceased, and Whether the same did not consist of Monies and to what Amount, and of Jewels, Bonds, Notes and other Securities and that he may specify and particularize the same, And lastly Your Orator prays that the said Chinnaygyilly Ragavaloo Chitty may be decreed to deliver up to Your Orator as Administrator as aforesaid all such Monies, Jewels, Bonds, Notes, and Cadjans Writings and other the Effects of every Description in his Possession and belonging to the Estate of the said Chinnaygyilly Jeanoor together with all Costs of this Suit

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

Jno. Hamilton
Atty for Compt.

Fort Saint George May 7th 1790

This Bill was shewn in Court the day
of Appearance, Let a Summons issue
Returnable in a Court Day

Vinc. Corbett
Mayor

Filed Mar. 18th May 1790

The Demurrer of Chinnagy Pilly Ragavah Chitty of Madras Merchant Defendant to the Bill of Complaint of Pilly Ramanjalo Chitty of the same Place Merchant Administrator &c of all and Singular the Goods Chattles Rights and Credits of Chinnagy Pilly Tesauroo late of the same Place Merchant Deceased Complainant

As to so much of the Complainants Bill as seeks to charge this Defendant with having possessed himself of a Considerable Part of the Estate and Effects of the said Chinnagy Pilly Tesauroo Deceased such as Money Jewels Bonds Bills Cadjans Writings and other Securities that seeks to Compel this Defendant to make any Discovery touching the same or any of the Matters Relating thereto in the Bill suggested or Alledged this Defendant by Protestation Not Confessing or Acknowledging any of the Matters or Things Relating thereto in the said Bill mentioned to be True in such Manner and Form as therein the same are Alledged or set forth this Defendant Doth Demur and for cause of Demurrer sheweth that by a certain Charter Granted by His Majesty for the Kingdom of Great Britain on the Eighth Day of January in the Twenty Sixth Year of the Reign of his late Majesty George the Second King of Great Britain and so forth to the Honble the United Company of Merchants of England Trading to the East Indies it is Amongst other things Enacted by the said Charter Ordered Directed and Appointed that the Mayor and Aldermen for the time being of Madraspatnam aforesaid should forever thereafter be and they are thereby Constituted a Court of Record by the Name of the Mayor's Court at Madraspatnam and that they or any Three or More of them Whereof the Mayor or the Senior Alderman for the time being should Preside there to be One Might and they are thereby Authorized to hear and determine all Civil Suits Actions and Pleas between Party and Party that should or might Arise or happen or that had arisen or happened within the said Town of Madraspatnam or within any of the Factories Subject or Subordinate unto Fort Saint George or to the Governor or President and the Council of Fort Saint George aforesaid Except such Suits or Actions should be between the Indian Natives of Madraspatnam only In which Case His said Majesty willed that the same should be determined among themselves unless both Parties should be Content Submit the same to the Determination of the said Mayors Court And this Defendant doth aver that the said Complainant is an Indian Native of Madraspatnam and that the said Chinnagy Pilly Tesauroo was in his Lifetime an Indian Native of Madraspatnam and this Defendant Saith and doth also aver that he this Defendant is an Indian Native of Madraspatnam and that he did not Consent or Agree to the Complainants suing this Defendant in this Honble Court and therefore and for diverse other Good Cause of Demurrer in the Complainants said Bill of his own shewing Appearing this Defendant doth Demur and doth demand the Judgment of this Honble Court whether he ought to or shall be compelled to make any Answer thereto further or otherwise than as aforesaid and humbly Prays to be hence Dismissed with his Costs in this behalf Most Wrongfully Sustained

John White Attorney for the Defendant

Filed Mar. 21st May 1790

The Joinder of Pilly Ramanjalo Chitty Administrator of Chinnagypilly Tesauroo Deceased Complainant to the Demurrer of Chinnagypilly Ragavah Chitty Defendant

This Complainant Saith that notwithstanding any thing in the aforesaid Demurrer Charged Alledged or set forth by the said Defendant this Complainant to

Complainants Bill of Complaint ought not to be dismissed for this
Complainant says that the said Bill of Complaint and the matters and
things therein set forth and charged are good certain and sufficient in the
Law for him the said Complainant to maintain his Suit against the said
Defendant to the said matters and things he is ready and willing to answer
and maintain as this Honble Court shall
think fit And for further to the said Demurrer this Complainant saith
that the Defendant in Demurring to this Complainants said Bill of
Complaint has made use of false Reasoning in as much as the said Demurrer
goes to the Jurisdiction of this Honble Court Whereas the said Defendant
should have Pleaded thereto if she had sufficient reason for so doing or
Demurrer being as mere shew at Law as stop full Answer and the
Scope and intendment of the present Demurrer goes to the Rights of the Heads of this
Complainant and discovered by Ogura to be a Bar thereto And this Complainant
for further Answer to the said Plea that this Court has power of the Charter relative to Col
Native dismissing a Suit against another deceased Appointed in the present Case
for this Complainant says that he has brought this present Suit as Administrator, and that as such he acts under the Powers delegated to him by this
Honble Court in its Capacity of Kings Ordinary whose Deputy in fact being and
who Demand and receive from him sufficient Security for the faithful
Discharge of the Trust Kings delegated to him as Executor and Executors the Books
Viz. that when a man dies Intestate to the Ordinaries who is Deputed thereto
and Most Lawful Friends to Administer his Goods which Deputies shall
have an Action to Demand and recover as Executors the Debts due to the said
person intestate in the Kings Court, and shall Answer also in the Kings
Court to others to whom the said person was bound and in the same
Manner as Executors shall Answer And they shall also have power to Make the
Ordinaries as Executors thereby first Edr Third Chap. Edward the Third and the present
this Complainant says that he has Reason to be afraid of an Action brought by
an

an Administrator upon the words of the Charter as set forth in the Defendants
said Demurrer, and this is as Agreeable to reason as it is to the Law, for it would
be a Hardship for one Native to Administer to the Estate of another, if he were to be
Deprived of the Means Necessary to recover the Debts and Effects due and belonging
thereto and on the other hand the Securities he gives to the Kings Ordinary for the
Discharge of the Trust Reposed in him would become a Nullity. This
Complainant therefore having shewn that the Demurrer of the Defendant has
no foundation in reason or in Law, And as this Complainants said Bill
is thereby fully and Perfectly established he humbly Prays the Judgment of
this Honble Court as in and by his said Bill of Complaint he hath Already
Prayed

Jn.o Hamilton
Atty for Compl.t

Extract from the Minutes of a Court Held at the Town Hall
on Friday the 23.d Day of July Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
James Cath — William Webb
James Du Pre Porcher — Andrew Ross
Josias Du Pre Porcher — Andrew Ross
James Sandon — John Mitford
Henry Chichley Michell and James Amos
Aldermen

Petty

Polly Ramanjellee Chitty Administratrix &c and Singular the Goods and Chattles Rights and Credits of Chinnagyjilly Soorya Chitty Deceased

Plaintiff

Chinnagyjilly Ragava Chitty

Defendant

Bill 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 are of Opinion and that the Pleas made Use of by the Defendant in his Demurrer are insufficient to bar the Plaintiff Action, This Court doth therefore think fit to Order and doth Accordingly Order that the Demurrer be thereon out with Costs and that the Defendant be put his Answer.

In the Honble the Mayor's Court at Madrasapatanam

July 30th 1790

In the Affair of the Petition of Juldoo Linga nah Chitty an Inhabitant of Audaumbahs Mastry of Madras Inhabitant Complainant

Vers.

Mahmud Buddrudeen Hossein Administrator of Mahmud Nizam Sollaw Deny Deceased Defendant

The Affidavit of Audaumbahs Mastry the above named Complainant

This Deponent Maketh Oath and Saith that Juldoo Lingapah Chitty and Juldoo Lingoo Chitty therein and that Lingapah Chitty and Juldoo Condapah Chitty two of the Witnesses Produced and Behalf of the Petitioner are his Sons and that Trimbuck Condapah Chitty and Rumanda Row two other Witnesses Produced on his Behalf are as this Deponent believes interested in the above Matter because the Premises in Dispute were first Mortgaged to the said Trimbuck Condapah Chitty for five hundred Pagodas and the said Rumanda Row was the Person who procured the said Mortgage to the said Juldoo Lingapah Chitty and therefore connected in the present Transaction, and this Deponent Saith that he is Apprehensive that if the said four Witnesses are sworn According to the usual Mode of Hindoo Law they would Depose such false Matters in favor of the said Juldoo Lingapah Chitty as may tend to deprive this Deponent of his Right to the above Matter and this Deponent further saith that if this Honble Court were

Wherefore Praying to Order that the same be Answered by Their Opposites at Such Time as Your Orator shall be Called upon to Shew Cause why he would Expect to Have the Relief Prayed that Their Honble Court would be Pleased to Decree upon the Real Merits of this Expostulation &c.

The Word Pattandambale Mudaly
Who Translated the same into
Malabar Language

Rangamaudom
Subscriber

Fort St. George 12th March 1790

To the Honble the Mayor &
Court at Madrasapatnam

Humbly Complaining Sheweth unto Their Honble
Court Your Orator Ruvadanum Pungiah Brahmany of Madras Inhabitant
that Samuel Johnston Esqr of Fort Saint George Equire stands Justly and
truely indebted unto Your Orator in the full and Just Sum of Fifty Eight
Thousand Porto Novo Pagodas or such Current Money of Madras the Sum of Fifty
Thousand Star Pagodas and Making in Sterling Money of Great Britain at
the rate of Eight Shillings for every Pagoda the Sum of Twenty Thousand Pounds
And Your Orator in order to shew the Nature of the Transaction between him
and the said Samuel Johnston upon which the said Sum of Fifty Thousand
Star Pagodas has arisen and became due begs leave to State that the said
Samuel Johnston did some time ago draw a Bill of Exchange on Messrs
P. Balfour Spalding and Coll dated the Twenty fifth Day of January in the
Current Year of Our Lord One Thousand Seven hundred and Ninety for the Sum
of One hundred and Sixteen Thousand Porto Novo Pagodas Payable Usance Two
Months after Sight to His Highness the Nabob Wallajah Bahauder or Order
for Value Received from Nabar Khan Bahauder and did at the same time
Write a Letter to the said Messieurs Balfour Spalding and Coll advising
them thereof as Appears by the said Bill of Exchange and Letter of Advice
to which Your Orator begs leave to Refer and 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 Sheweth that an Arrangement did Take Place for the Consen-
ting of all Parties for the Payment of the amount of the said Sum of One
hundred and Sixteen Thousand Porto Novo Pagodas and that in Consequence
of such Arrangement the Sum of Fifty Eight Thousand Porto Novo Pagodas

Making

Making in Current Money of Madras the Said Sum of Fifty Thousand Star Pagodas was transferred to Your Orator as Appears by an Endorsement On the back of the said Bills of Exchange in the Words and figures following that is to Say Fort St George 22d Feby 1792 Rec'd as part the Sum of Fifty Eight Thousand P.N.P. transferd to a Purpose Drawing Signed Mulla Reetna P.N.P. Which the said Sum so Endorsed Your Orator begs leave to refer and Prays the same may be taken as part of this his Bill of Complaint and that such Transfer and Endorsement Was Accepted of and agreed to by the Drawers of the said Bills of Exchange Will fully and at large Appear by a Letter from Oliver Cell One of the said Drawers to his Highness Conducul Omara Hegg which is hereunto Annexed for the 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 Original Whereof is in Your Orator's Possession and ready to be produced when required for the said Oliver Cell and Several Letters amongst Other things Therein Expressed Inclosing a Mr Cell's happy Translation into his Highness that the Limewelly Bullies at Port St Mark's had Contracted for the Satisfaction Viz. P 38000 Pags into the Company's Treasury Tomorrow or next Day by us 38000 P.N.P. Pds Payable Annually to his Highness in the Month of Johnstown and Your Orator further Sheweth that the said Samuel Johnstown did fully approve of such Transfer or Endorsement of the said Sum of Fifty Eight Thousand Porto Nove Pagodas Current Money of Madras the said Sum of Fifty Thousand Star Pagodas so transferred to Your Orator as aforesaid and did faithfully Promise to Pay unto Your Orator the said Sum of Fifty Thousand Star Pagodas by his Letter to Your Orator under date the twenty Second day of February the Payment which the said Transfer of the said Sum of Fifty Thousand Star Pagodas was made and did more particularly appear and set forth the Nature of the Debt and Question and

and Promise he gave his Bond to Your Orator for the amount Thereof that is to Say for the said Sum of Fifty Thousand Star Pagodas which he the said Samuel Johnstown did in his said Letter remark was to be understood as apart discharge of his said Bill of Exchange for the said Sum of One hundred and Sixteen Thousand Porto Nove Pagodas as will more fully Appear by the said Letter Copy whereof is hereunto Annexed for the 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 Original of which Is in Your Orator's Possession and ready to be Produced when required And Your Orator Sheweth Notwithstanding the Equity of his Claim as the said Samuel Johnstown and Notwithstanding the full Admission thereof by the said Samuel Johnstown and his special Promise to pay and discharge the same the said Samuel Johnstown has under Various Pretences waded and still Continues to wade coming to a Settlement with Your Orator as appears by Several Letters from him the said Samuel Johnstown Addressed to Your Orator Copies whereof Marked No. 1 and 2. are hereunto Annexed for the inspection of this honble Court to which Your Orator begs to refer and Prays the same may be taken as part of this his Bill of Complaint The Originals of which Are in Your Orator's Possession and ready to be Produced when required And Your Orator Sheweth that being desirous of Accommodating the said Samuel Johnstown and rendering the payment of the said Sum of Fifty Thousand Star Pagodas easy and Convenient to him and in the hopes of obviating the necessity of an Account to recover the same Your Orator did Propose Various Modes for the Liquidation and Payment of the said Sum of Fifty Thousand Star Pagodas but to no Purpose and Your Orator Sheweth that he has since frequently and in an Amicable manner requested the said Samuel Johnstown to pay unto him the said Sum of Fifty Thousand Pagodas

Pretends to 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 humbly prays this Honble Court shall Appear Agreable to Equity and Good Conscience The Premises that the said Samuel Johnston may upon his Corporal Oath fully true and perfect Answer make to all and singular the Premises and things herein before set forth as fully and particularly as if the same were thereupon Repeated and Particularly interrogated and that he may Particularly set forth Whether he did not on the Twenty Sixth day of January in the Year of Our Lord One Thousand Seven Hundred and Ninety draw a Bill on Messrs Passavant Salting and Co for the Sum of One Hundred and Sixteen Thousand Porto Nove Pagodas payable Two Months after sight to His Highness the Nabob Wallajah Behauder for Value Received of Abdar Cawn Behauder, Whether the said Sum or any and what Part thereof has been Paid to Your Orator, That he may set forth Whether he did not Write a Letter to Your Orator under Date the Twenty Second day of February last Past and thereby Declare that he Would give his Bond to Your Orator for the said Sum of Fifty Thousand Star Pagodas and Whether he did not send his said Letter to Mr Mark Wood to be Shewn to Your Orator, That the said Fifty Thousand Star Pagodas or Fifty Eight Thousand Porto Nove Pagodas was in Part Discharge of his said Bill for One Hundred and Sixteen Thousand Porto Nove Pagodas dated the Twenty Sixth day of January last Past That he may set forth Whether the said Sum of Fifty Eight Thousand Porto Nove Pagodas has not been Accounted for by His said Highness the Nabob as in Part Discharge of the said Bill for the said Sum of One Hundred and Sixteen Thousand Porto Nove Pagodas and That he may Decreed to pay unto Your Orator the said Sum of Fifty Thousand Star 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 Samuel Johnston to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras Peaun 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

Stuart Hall
Atty for Compt

Fort St George 12th March 1790

This Bill was shewn to Samuel Johnston by the Peaun's Officer with the Summons Nisi to Appear and Answer the Same on the Day of Return thereof Returnable Next Court Day

Wm Corbett
Mayor

Porto Nove Pagodas or any and what Part thereof has been Paid to Your Orator, That he may set forth Whether he did not Write a Letter to Your Orator under Date the Twenty Second day of February last Past and thereby Declare that he Would give his Bond to Your Orator for the said Sum of Fifty Thousand Star Pagodas and Whether he did not send his said Letter to Mr Mark Wood to be Shewn to Your Orator, That the said Fifty Thousand Star Pagodas or Fifty Eight Thousand Porto Nove Pagodas was in Part Discharge of his said Bill for One Hundred and Sixteen Thousand Porto Nove Pagodas dated the Twenty Sixth day of January last Past That he may set forth Whether the said Sum of Fifty Eight Thousand Porto Nove Pagodas has not been Accounted for by His said Highness the Nabob as in Part Discharge of the said Bill for the said Sum of One Hundred and Sixteen Thousand Porto Nove Pagodas and That he may Decreed to pay unto Your Orator the said Sum of Fifty Thousand Star Pagodas together with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

Madras 25th Jany 1790

P. Nos. 116000

Two Months after Sight I Pay to His Highness the Nabob Wallajah Behauder or Order the Sum of One hundred and sixteen Thousand Porto Novo Pagodas Value Received of Elahar Cauver Behauder; and Place the same to Account as p Advice from

To Messrs Balfour Spalding & Colt

/Signed/ Saml Johnston

A true Copy — J. Stuart Hall
Atty for Compy

Madras 25th Jany 1790

Messrs Balfour Spalding & Colt

Gentlemen Have this Day drawn upon You at 2 Months Sight in favor of His Highness the Nabob Wallajah Behauder for 116000 Porto Novo Pagodas which You will be Pleased to honor

Sam Gentlemen
Your Very Hble Servt
/Signed/ Saml Johnston

A true Copy — J. Stuart Hall
Atty for Compy

Indorsement on the Bill

Fort St. Geo. 22 Feb. 1790

Rec'd on Act the Sum of Fifty Eight Thousand P.N.Ps

P.N.Ps 58000 Transferred to a Cheque Company /Signed/ Mulla Kistnah

A true Copy — J. Stuart Hall
Atty for Compy

Fort St. Geo. 22 Feb. 1790

N.P. 10000 Rec'd the further Sum of 10,000 of Ten Thousand Star Pagodas on Act of the within /Signed/ Mulla Kistnah

A true Copy — J. Stuart Hall
Atty for Compy

Fort St. Geo. 23 Feb. 1790 Received the further Sum of Six Thousand Star Pagodas in part of the within Bill /Signed/ Mulla Kistnah

N.P. 6000.

A true Copy — J. Stuart Hall
Atty for Compy

Fort St. Geo: 24th Feb. 1790 Rec'd the further Sum of Three Thousand and Six hundred Star Pagodas in part of the within Bill /Signed/ Mulla Kistnah

N.P. 3600

A true Copy — J. Stuart Hall
Atty for Compy

Fort St. Geo: 25th Feb. 1790 Rec'd the further Sum of Thirteen Thousand Star Pagodas in part of the Within Bill /Signed/ Mulla Kistnah.

N.P. 13000

A true Copy — J. Stuart Hall
Atty for Compy

Fort St. Geo: 26th Feb. 1790 Rec'd the further Sum of Fifteen Thousand Star Pagodas in part of the Within Bill /Signed/ Mulla Kistnah

A true Copy — J. Stuart Hall
Atty for Compy

Mr Colt Presents his Compliments to His Highness the Nabob Omdat ul Omrah Behauder and is Sorry he could not have the honor of waiting on him this Morning as he had not General Medows Permission to attend the Durbar Mr Colt is happy to inform his Highness that the Tinnevelly Bill is at last settled to his Satisfaction Viz.

58000 Pags To go into the Company's Treasury tomorrow or Next Day by us 58,000 to Pauyia Agreeable to his Highness's instructions by Mr Johnston

His Highness the Nabob Omdat
ul Omrah Behauder &c &c &c

A true Copy — J. Stuart Hall
Atty for Compy

Paupiah If You will Collegeon me tomorrow, and bring
With You the Receipt of the Company Sheriff for the Money
You have laid into the Treasury for Allen Pue You may
Board for 30,000 Star Pagodas upon the Terms mentioned
Yesterday - at the same time You must deliver over to me
Such Paper relative to the Transactions belonging to the
Nabob, and it is to be understood that the 30,000 Star Pagodas
or 58,000 Porto Novo is in Part Discharge of my Bill for
116,000 Rupees 23 Jany and for which You must give me
a Receipt in Full Account of the Nabob from Your friend

Vizgapatam 22 Feby 1790 Signed Sam.l Johnston

Paupiah Brahmany

A true Copy
J. Stuart Hall
Atty for Compt.

a Memorandum to enquire at Mr. Whites Office about the
5,000 Pagodas and if You should see Mr. Colt about Ten o'Clock
he will tell You what he has learnt

Vizgapatam 11 o'Clock Thursday

Jam.s Yr. friend
Signed Sam.l Johnston

A true Copy
J. Stuart Hall
Atty for Compt.

No 1

Mallie Kishnah has made some Blunders about the
Bills to day and the money will not be paid till tomorrow
therefore You will do me the favor to call tomorrow Evening
instead of this Jam Your friend

Vizgapatam 22 Feby 1790 Signed Sam.l Johnston

Paupiah Brahmany

A true Copy
J. Stuart Hall
Atty for Compt.

No 2.

Paupiah

I have some Papers will be my just to mention which will
probably hinder me from coming You are intended however
that the Business may not be delayed I have sent Mr. Hall

Fort St. George 12th March 1790

In the Worshipful the Mayors
Court at Madraspatnam

Between Moudamum Paupiah Brahmany
of Madras Dubash Complainant and Samuel
Johnston also of the same Place Gentleman Defendant

The above named Paupiah Brahmany the above named
Complainant

The Deponent Mallie Kishnah and Saith that the above Named
Defendant Samuel Johnston is justly and truly indebted unto this
Deponent in the full and just Sum of Fifty Thousand Star Pagodas Current
Money of Madras as appears by the Deponents Bills of Complaint filed
in the above Court

Mallie Kishnah

Sworn to before me
this 12th day of March 1790

Wm. Corbett
Mayor

Mayor's Court
Madrasspatnam

Friday the 23d Day of July
Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
James Call — William Webb
Josias DuPre Porcher — Andrew Ross
James Landon — John Hilgard
Henry Chicheley Michell and James Innes
Aldermen

Between Alexander Cummin Principal Manager of Madras Inhabitant Complainant and Samuel Johnson Esquire of Fort Saint George Esquire Defendant

The Defendant by his Attorney Mr. Stephens Popham and Peter Walker being in Court and Acknowledging the Justness of the Complainants Demand. This Court doth therefore think fit to Order and Decree and Do accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Fifty Thousand Star Pagodas (Star Pagodas 50000 - /) together with all Costs Interest and Charges which hereafter became due thereon until full Payment be made also all Costs of this Suit

Decreed

Filed this 9th July 1790

To the Honble the Mayor &
Court at Madrasspatnam

The Humble Petition of James Taylor late Register of this Honble Court

Sheweth That Your Petitioner on the twenty Ninth Day of June last directed his Attorney Mr. Stephens Popham to move for a Precept Against the Administrator of the Estate of Mr. Charles Taylor late Deputy Attorney of this Court deceased for Fees that were due to Your Petitioner as Register thereof. Which Motion Your Petitioner understands was over-ruled by Reason that Your Petitioner had Resigned the said Office

That Your Petitioner had the fullest Confidence at the Time of his Resignation that the Privilege of recovering his Fees by Precept would have been reserved on previous to such Resignation he would have Moved for Precepts for all the Fees that were due to him

Your Petitioner begs leave to state that the Right of Precept has universally been reserved to all Attorneys dying in Office whose Estates have for many Years afterwards reaped the Benefit of recovering Fees by Precept thereby giving the Estates of deceased Attorneys Priority of Payment to all others who may have Claims upon their Clients

That by the Rules of Court an Attorney is not bound to proceed in any Cause unless he be furnished with Money to prosecute the same whereby an Attorney has the Power of preventing his Client from falling in Arrears to any Considerable Amount whereas the Quantums of many of the Fees to which the Register is entitled cannot be ascertained for some time after the Debt has been incurred such as registering Causes after Hearing making out Probates of Wills registering Petitions and Affidavits taking Depositions in Ecclesiastical Matters with Many other incidental Charges so that from the Moderate Which the Debts are incurred it is impossible for the Register to prevent the Attorneys from getting into Arrears

That

That although Attornies may allow their Clients to spin out Arrears with a View to their own Labour Yet Your Petitioner believes they generally oblige their Clients Jointly to be confident of their Responsibility to make the necessary Deposit or Advance for the Registers Fees for in stance When a Cause is to be heard the Attornies will estimate the Expence of Registering the Papers and either receive the Amount or get Security for it before they bring the Cause to a Hearing and the like Modes observed on Appeals to England before the Attornies will order the Copies of Papers

That Your Petitioner has Reason to believe that Mr. Charles Inglis Deceased did receive from his Clients the greatest Parts of the Fees that were due to Your Petitioner and as the said Charles Inglis was bound by his Oath as one of the Attornies of this Court to pay what was due to Your Petitioner, Your Petitioner conceives that this is justly intitled to the same Redress Against his Estate, as his Estate has against the Clients who are indebted unto it

That Your Petitioner has Fees to a very considerable Amount still due to him and in Law is compelled to seek Redress by a regular Process at Law it will therefore be standing great Expence by reason of the many Suits which he will be obliged to institute

Your Petitioner therefore humbly prays that the Rights of Precept May be continued to Your Petitioner for the Recovery of his Fees and that Your Petitioner may not after having officiated Twenty three Years as an Officer of this Court be deprived of that Privilege which according to the Practice of the Court would have been preserved to his Estate had he died in Your Service

James Taylor
J. Popham
Atty for Pet.

To the Honble the Mayor &
Court at Madrasapatnam

Filed 13th May 1790

Humbly Complaining Sheweth unto this Hon.ble Court Your Oratr Tarmalinga by Apparauzy of Madras Inhabitant that Your Orator did on or about the Eleventh Day of April which was in the Year of Our Lord One Thousand Seven hundred and Eighty Nine Contract with Antonio De Souza of Madras Merchant to furnish and Provide for his Use Nine Corges of Long Handkerchiefs which were to be of the Qualities and Discriptions following that is to say four Corges of No.6. and the Remaining five Corges of No.7. Your Orator further Sheweth unto this Hon.ble Court that Your Orator did in Pursuance of his said Agreement Apply to Shoalapooram Dausary Kistnama Chitty and Carroomanal Poota Venkatapaty of Madras Weavers to Manufacture and Provide for Your Orator the said Nine Corges of Handkerchiefs of the Qualities and Numbers Aforesaid for the Price or Sum of Five Hundred and Sixty Pagodas which Sum of Five Hundred and Sixty Pagodas Your Orator Accordingly Paid and Advanced to them the said Shoalapooram Dausary Kistnama Chitty and Carroomanal Poota Venkatapaty in Consideration whereof they did jointly and Severally Engage to Deliver to Your Orator within three Months from the said Eleventh day of April One Thousand Seven hundred and Eighty Nine at three different times in each of the said three Months the said Nine Corges of Handkerchiefs Agreeable to Muster three of which Your Orator has in his Custody and Your Orator sheweth unto this Hon.ble Court that it was further Agreed upon between Your Orator and them the said Shoalapooram Dausary Kistnama Chitty and Carroomanal Poota Venkatapaty that if they the said Shoalapooram Dausary Kistnama Chitty and Carroomanal Poota Venkatapaty should fail or Neglect to Deliver the said Handkerchiefs on the respective Times herein before limited and Appointed for the Delivery Thereof they the said Shoalapooram Dausary

Dawsary Kistnama Chitty and Caroonanal Soota Vencatajaly did
Jointly and Severally Promise and Engage to pay Your Orator on Demand
the said Principle Sum of Five hundred and Sixty Pagodas together with
Respondentia for the same at Twenty five per Cent Per Annum indefault
Whereof they the said Shealapooraum Dawsary Kistnama Chitty and
Caroonanal Soota Vencatajaly did Authorize and empower Your Orator
to Recover the same by Prosecuting them for that Purpose in this Honble Court
as in and by a Certain Instrument in Writing by them the said Sheala-
raum Dawsary Kistnama Chitty and Caroonanal Soota Vencatajaly
duly executed and bearing Date the twenth Day of April in the Year of Our
Lord One Thousand Seven hundred and Eighty Nine as aforesaid and also by a
true and faithful Translation thereof to this Your Orators Bill of Complt
Annexed and to which he humbly craves Leave to refer Relation being there-
unto had it self and may more fully and at large appear Your Orator
further Sheweth unto this Honble Court that the said Shealapooraum
Dawsary Kistnama Chitty and Caroonanal Soota Vencatajaly have not
Yet Delivered to Your Orator the said full Quantity of Handkerchiefs as
they were bound to do whereby the said Shealapooraum Dawsary Kistnama
Chitty and Caroonanal Soota Vencatajaly have become and now stand
Justly and truly indebted to Your Orator in the full and just Sum of Five
hundred and Sixty five Star Pagodas Three fanams and Sixty Cash after all
just Credits and Allowances Making in Sterling Money of Great Britain
at the Rate of eight Shillings for every Pagoda the Sum of Sixty Six Pounds
and Six Pence or thereabouts as will more fully and at Large appear
and by a Copy of an Account Current hereunto Annexed for the Inspection
of this Honble Court to which Your Orator humbly Craves Leave to refer
and which he Prays may be taken as part of this his Bill of Complaint
the Original of which said Account Current is now in the Possession of Your
Orators Attorney at Law and Ready to be Produced whenever this Honble

Court

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Court shall Require the same and Your Orator Sheweth unto this Honble
Court that he hath frequently and in an Amicable Manner Applied to
them the said Shealapooraum Dawsary Kistnama Chitty and Caroonanal
Soota Vencatajaly to pay off and Discharge the same

But now so it is May it please the Honble Court that the
said Shealapooraum Dawsary Kistnama Chitty and Caroonanal Soota
Vencatajaly Combining and Considerating together how to injure and
Distress Your Orator in this behalf Obstinately and Wilfully Refuse to pay
Your Orator the said Sum of One hundred and Sixty five Star Pagodas three
fanams and Sixty Cash or to make Your Orator any Manner of Satisfaction
touching the Premises the Premises To the End therefore that they the
said Shealapooraum Dawsary Kistnama Chitty and Caroonanal Soota
Vencatajaly May upon their Corporal Oaths full true Direct and Perfect
Answer Make to all and Singular the Matters and Charges aforesaid as
fully Truly and Effectually to all Intents and Purposes as if the same were
here again Repeated and Particularly Interrogated and that they the said
Shealapooraum Dawsary Kistnama Chitty and Caroonanal Soota Vencatajaly
May by a Short Day be Decreed by this Honble Court to pay unto Your Orator
the aforesaid Sum of One hundred and Sixty five Star Pagodas three fanams
and Sixty Cash with all Costs Interest and Increase or else all Hereafter become
due thereon together with all Costs and Expences as Your Orator shall
sustain and be put to in the Recovery thereof and that Your Orator may
be further and otherwise Relieved in the Premises According to Equity
and good Conscience and as the Nature of his case shall Require

May it Please this Honble Court to cause the said
Shealapooraum Dawsary Kistnama Chitty and Caroonanal Soota Vencatajaly
to be Summoned and Required by the Sheriff of Fort St George Town of
Madraspatnam and Districts thereof personally to be and Appear before
this Honble Court at a Certain Time and Place to be by this Honble Court

Prescribed

Prefixed and Appointed Three and Thirty 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 12th day of May 1790

This Bill was shewn to Court and the Days of Adjournment Writs of Summons issued returnable Next Court Day

Vincr Corbett
Mayor

John White
Atty for the Compt

Translated by Ramasawmy Pillay

Cannemanal Coota Tandaveram Dubash

| | | |

Filed this 1st July 1790

In the Honble the Mayors Court at Madraspatnam

Between Irumalishy Ayaruvy Pillay of Madras Inhabitant
Complainant

and

Shealayoonnu Dawary Pichuvana Chitty and Caroonnaul Poota Vinealapaty of the same Place Merchants
Defendants

Irumalishy Ayaruvy Pillay of Madras Inhabitant the Complainant above Named Maketh Oath and saith that Shealayoonnu Dawary Pichuvana Chitty and Caroonnaul Poota Vinealapaty the Above Named Defendants are and stand jointly and severally indebted unto this Deponent in the full and just sum of One hundred and Sixty five Star Pagodas Three fanams and Sixty Cash being the balance of an Account Current Annexed to this Deponents Bill of Complaint Filed in the Twelfth day of May inst this Honble Court in this Cause

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

Ranganaudom
Interpreter

Sworn Affirmed &c. before me in the Compting House this 1st July 1790

C. Malabar

Tuesday the 27th July 1790

In the Honble the Mayor's Court at Madrasputnam

Between Pennatchy Iyaranjy Pillay of Madras Inhabitant Complainant and Sheala Joseph and Dawsary Kistnama Chitty and Canamala Venkata Tapaty of the same Place Weavers Inhabitants Defendants

The Affidavit of John Seamen One of the Serjeants of this Honble Court

This Deponent Maketh Oath and Saith that he did personally Serve the Above Named Sheala Joseph and Dawsary Kistnama Chitty Two of the Above Named Defendants with a true Copy of this Honble Court Rule of the last of which is as follows further day is Given the Defendants to till the Twenty Seventh day of this Instant to Answer the Complainants Bill and in default of Which Judgment will be Given for the Complainant

John Seamen

Sworn in Court
this 27th July 1790
C. Taylor
Regr

Mayor's Court at Madrasputnam

Tuesday the 27th Day of July Anno Dominy 1790

Present

Vincentio Corbett Esquire Mayor
Andrew Ross — James Landon and John Mitford — Aldermen

L.S.

Mayor's Court

Between Pennatchy Iyaranjy Pillay of Madras Inhabitant Complainant and Sheala Joseph and Dawsary Kistnama Chitty and Canamala Venkata Tapaty of the same Place Weavers Defendants

It Appearing by the Records of this Court that the usual Rules have been issued for the Defendant Sheala Joseph and Dawsary Kistnama Chitty to Answer the Complainants Bill which they have Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Sheala Joseph and Dawsary Kistnama Chitty shall Pay unto the Complainant the full and just Sum of One Hundred and Sixty Five Pagodas Three Fanams and Sixty Cash / Pagodas 165. 3. 60. / 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

Decreed

Filed this 6th July 1790

To the Honble the Mayors Court of Judicature

Humbly Complaining Sheweth unto this Honble Court Your Orators John Bayne Alexander Colvin David Colvin and Richard Campbell Bazett of Calcutta Agents and Copartners by their Attornies Thomas Chase and Thomas Parry of Fort Saint George Agents and Copartners that Julius Griffiths of Fort Saint George Merchants Standing indebted unto Your Orators in the full and just Sum of Twenty Eight Thousand Two hundred and forty eight Star Pagodas Forty One Fanams and Ninety Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Eleven Thousand Two Hundred and Ninety Pounds Eleven Shillings and Ten Pence as may appear by the Copies of six several Respondentia Bonds and an Account Current with a Power of Attorney from Your Orators to his said Attornies and a Letter from the said Julius to Your Orators said Attornies the Originals whereof are in the Possession of Your Orators said Attorneys and ready to be produced to this Honble Court When required And Your Orators Shew that Adam Turnbull of Calcutta Merchant on behalf of himself and as Attorney of Patrick Macintyre and the said Julius Griffiths on behalf of himself and as Attorney of Samuel Gray took up on Respondentia from Your Orators the several Sums following to wit the Sum of Eight Thousand five hundred Current Rupees the Sum of Fifteen Thousand Current Rupees the further Sum of fifteen Thousand Current Rupees the Sum of Twenty Thousand Current Rupees the Sum of Seven Thousand five Hundred Current Rupees and the Sum of Thirty four Thousand Current Rupees all of Bengal Currency for securing the Payment of which said Sums with Respondentia Interest thereon the said Adam Turnbull and Julius Griffiths executed their several Mortgage Respondentia Bonds whereof Copies are also Annexed And Your Orators Shew That the said Bonds express that the

Wares and Merchandize which were Mortgaged to Your Orators were to be Laden on the Snow Minerva which was then bound from Calcutta to the East ward with liberty to touch for the Risk from thence to Bombay and Surat on the Ships Henry or the Ship Argyle at Fort St George Damaun and for the Voyage of four Months and if longer the Rate, And Your Orators Shew that the said Bonds are Dated so far back as the Eleventh Day of December which was in the Year of our Lord One Thousand Seven hundred and eighty eight and Your Orators have not heard of the Arrival of the said Snow Minerva or of the said Ships Henry or Argyle from the said Eleventh Day of December unto the Date of executing their said Power of Attorney to the said Thomas Chase and Thomas Parry being the fourteenth Day of December last a Period of more than twelve Months, Nor have they since had any Account what ever thereof And Your Orators Shew that by the Letter from the said Julius Griffiths the under Date the fourth Day of this Instant January unto Your Orators said Attornies it appears that the said Wares and Merchandize which by the said Respondentia Bonds were Laden on the said Snow Minerva and Mortgaged unto Your Orators and not to be transferred to any other Vessel except the said Ships Henry and Argyle and not to be delivered to any other Use or Purpose Whatever until the Payment of the said Bonds respectively with the Premium due thereon respectively have been taken from the said Snow Minerva and left at Prince Malefs Island, but it doth not appear that the said Wares and Merchandize had been transferred to the said Ships Henry or Argyle nor either of them nor has the said Adam Turnbull or Julius Griffiths or either of them given unto Your Orators any sort of Satisfaction Information the said Wares or Merchandize or proposed any Mode for satisfying Your Orators respecting their said Claims nor hath the said Julius Griffiths given unto the Attornies of Your Orators any Satisfaction whatever touching the Premises And Your Orators Shew that by the said Bonds the said Adam Turnbull and Julius Griffiths are Severally bound for the whole of the said several

Several Bonds Amounting to the Principal Sums of One Hundred Thousand
Rupees Current Money of Bengal which Bonds with Interest and Premiums for the Said
four Months According to the Tenor of the said Bonds paid by Way of Indemnity
to Your Orators for their Risk and Insurance Having Not Paid and with the
Legal Interest of Judicature the Aggregate Sum from the Expiration of the said
four Months unto the Eleventh Day of this Instant January Amounts to the
said Sum of One Hundred and Nineteen Thousand Nine Hundred and Eight
Current Rupees of Bengal which at the Rate of One Hundred and Eight Current
Rupees for One Hundred Arcot Rupees Makes the Sum of Arcot Rupees One
Hundred and Eleven Thousand and Eighteen Eight Annas and Two Pice
Which at the Rate of One Hundred and Twenty three Arcot Rupees for One
Hundred Pagodas makes the said Sum of Twenty eight Thousand two
hundred and forty eight Star Pagodas forty One Fanams and Thirty Cash of
Which Your Orators have frequently and in a friendly Manner Requested
the Payment

But now so it is and may it Please this Honble Court
the said Julius Griffiths obstinately and wilfully refuse to pay the same
or to give Your Orators any Manner of Satisfaction touching the Premises
Your Orators pray a general Rule of such as to this Honble Court shall
Appear agreable to Equity and good Conscience To the End therefore
that the said Julius Griffiths 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 Orators the aforesaid
Sum of Twenty eight Thousand two hundred and forty eight Star Pagodas
forty One Fanams and Thirty Cash with Interest for the same in the shall
hereafter become due thereon and also Costs of this Suit

May

May it Please this Honble Court to Cause the said Julius
Griffiths 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 therein
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
Atty for Compt

Madras Jany 16th 1790
This Bill was shewn to me between
the Days of Adjournment Let a Summons
issue Returnable Next Court Day

Wm Corbett
Mayor

Know all Men by these Presents, That We Adam
Trumbull and Patrick Macintyre of Calcutta, and We Julius Griffiths and
James Gray Merchants Residents of Prince of Wales's Island are jointly and
severally held and firmly bound unto Messrs Bayne Colvins and Bazett
in the Penal Sum of Seventeen Thousand Current Rupees Current Money of
Bengal to the True and Lawful Payment whereof We do hereby bind Ourselves
Jointly and severally Our Heirs, Executors, Administrators and Assigns,
firmly by these Presents In Witness Whereof We have hereunto set Our hands
and Seals in Calcutta this Eleventh Day of December in the Year of Our Lord
One Thousand Seven hundred and Eighty Eight

Whereas the above bound Adam Trumbull and Patrick Macintyre
and Julius Griffiths and James Gray have taken up and Received of the
Above said Bayne Colvins and Bazett the full and just Sum of Eight
Thousand and Six hundred Current Rupees which Sum is to run at
Respondentia on the Snow Minerva whereof Luke Marriott Esq is Now
Master

Master or Commander from this Port to Bengal to the Eastward with Liberty to Touch for the Pilot from thence to Pondicherry and London in the Ship Henry or the Ship Argyle at Ten per Cent Premium for the Voyage of four Months if longer the Rate and Consideration of which the usual Risque of the Sea, Rivers, Enemies, Fire, Pirates &c. to be and Account of the said Bayne Colvins and Bazett and for the further Security of the said Bayne Colvins and Bazett the said Adam Turnbull and Patrick Macintyre and Julius Griffiths and James Gray do hereby covenant and Agree for themselves their Heirs Executors Administrators or Assigns to Mortgage and Assign over to them the said Bayne Colvins and Bazett their Heirs Executors Administrators or Assigns the several Wares and Merchandize Laden or to be Laden on the said Vessel in which said Wares and Merchandize with their Produce are thus Mortgaged and Assigned over and Care to be taken of and to no other Use or Purpose whatever until Payment of this Bond is made with the Premium that may become due thereon at the Exchange of One hundred and Ten Current Rupees for One hundred Bombay Rupees

NOW the Condition of this Obligation is such that if the above bounden Adam Turnbull and Patrick Macintyre and Julius Griffiths and James Gray shall well and truly pay or cause to be paid unto Bayne Colvins and Bazett or to their General Attorney Nelson and his absence to Patrick Crawford Brown at Bombay or to their or either of their Heirs, Executors, Administrators or Assigns the full Amount of this Bond and the Premium due thereon at the expiration of twenty One Days after the safe Arrival of the said Ship Henry or Argyle at Bombay even which shall the Risk May be proved Transferred or no Cause of the loss of the said Vessel (which God forbid) Such an Average as by Custom shall become due on the Salvage, then this Obligation to be void and of no effect otherwise to remain and full force and Virtue having Signed to three Bonds of the same Tenor and Date one being Accomplished the Two others to be void

Signed Sealed and Delivered
(Whereas Twenty Rupees to be stamped)
in the Presence of
L. Forbes

A. Turnbull L.S.
Pat. Macintyre
by his Attorney
A. Turnbull L.S.

W. J. Scott
John Athanas
Caberdone Shaw

Julius Griffiths L.S.
James Gray
by his Attorney L.S.
Julius Griffiths

Witness
L. Forbes

Know all Men by these Presents that We Adam Turnbull and Patrick Macintyre of Calcutta and We Julius Griffiths and James Gray Merchants Residents of Prince of Wales Island are jointly and separately held and firmly bound unto Messrs. Bayne Colvins and Bazett and their Heirs the Sum of Thirty Thousand Current Rupees Current Money of Bengal to the true and lawful Payment whereof We do hereby bind Ourselves jointly and separately Our Heirs Executors Administrators and Assigns firmly by these Presents In Witness Whereof We have hereunto set Our Hands and Seals in Calcutta this Eleventh Day of December in the Year of Our Lord One Thousand Seven hundred and Eighty Eight

Whereas the above bounden Adam Turnbull and Patrick Macintyre and Julius Griffiths and James Gray have taken up and Received of the aforesaid Bayne Colvins and Bazett the full and just Sum of Fifteen Thousand Current Rupees which Sum is to remain at Respondentia on the Snow Minerva whereof Luke Married Davis now Master or Commander from this Port to Calcutta to the Eastward with Liberty to touch for the Pilot from thence to Bombay and Surat on the Ship Henry or the Ship Argyle at Ten per Cent Premium for the Voyage of four Months if longer Pro Rata on Consideration of which the usual Risque of the Sea, Rivers, Enemies, Fires, Pirates &c. to be an Account of the said Bayne Colvins and Bazett and for the further Security of the said Bayne Colvins and Bazett the said Adam Turnbull and Patrick Macintyre and Julius Griffiths and James Gray do hereby Covenant and Agree for themselves their Heirs Executors Administrators or Assigns to Mortgage and Assign over to them the said Bayne Colvins and

and Bazett Their Heirs Executors Administrators or Assigns the several Wares and Merchandize Laden or to be Laden on the said Vessels which said Wares and Merchandize with Their Produce are thus Mortgaged and Assigned over, and are to be Converted to such other use or Purpose whatsoever until Payment of this Bond is made with the Premium that may become due thereon at the Exchange of One hundred and Ten Current Rupees for One hundred Bombay Rupees.

Now The Condition of this Obligation is such that if the above bound Adam Turnbull Patrick Macintyre and Julius Griffiths and James Gray shall well and truly Pay or cause to be paid unto Gregory Pigou or in his Absence to Patrick Crawford Bruce at Bombay or to either of their Heirs, Executors, Administrators, or Assigns, the full Amount of this Bond and the Premium due thereon at the expiration of Twenty One days after the safe Arrival of the said Ships Henry or Argyle at Bombay on which the Risk may be proved to have ceased or in case of the Loss of the said Vessels (which God forbid) such an average as by Custom shall become due unto Salvage, then this Obligation to be Void and of no Effect otherwise to remain in full Force and Virtue Having Signed to three Bonds of the same Tenor and Date, One being Accomplished the two others to be Void

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

W. F. Scott
J. Fraser
John Ahmuty
Gobindlone Shaw

A. Turnbull (L.S.)
Pat.c Macintyre
by his Attg
A Turnbull (L.S.)
Julius Griffiths (L.S.)
James Gray by
his Attorney
Julius Griffiths (L.S.)

A true Copy
J. Peysham

Know all Men by these Presents That We Adam Turnbull and Patrick Macintyre of Calcutta and We Julius Griffiths and James Gray Merchants Residents of Prince Wales Island are Jointly and Severately held and firmly bound unto Messrs. Bayne Colvins and Bazett in the Penal Sum of Forty Thousand Current Rupees Current Money of Bengal to the True and Lawful Payment whereof We do hereby bind Ourselves jointly and Severately Our Heirs Executors Administrators and Assigns firmly by these Presents In Witness whereof We have hereunto Set our Hands and Seals in Calcutta this Eleventh Day of December in the Year of Our Lord One Thousand Seven hundred and Eighty Eight

Whereas the above bound Adam Turnbull and Patrick Macintyre and Julius Griffiths, and James Gray have taken up and received of the aforesaid Bayne Colvins and Bazett the full and just Sum of Twenty Thousand Current Rupees which Sum is to run at Respondentia on the Snow Minerva Whereof Luke Marriott Dayis now Master or Commander from this Port or Road of Calcutta to the Eastward with Liberty to transfer the Risk from thence to Bombay and Surat on the Ships Henry, or the Ship Argyle at Twenty Per Cent Premium for the Voyage of four Months if longer Pro Rata in Consideration of which the usual Risque of the Seas, Rivers, Enemies, Fires, Pirates &c. to be on Account of the said Bayne Colvins, and Bazett, and for the further Security of the said Bayne, Colvins and Bazett the said Adam Turnbull and Patrick Macintyre and Julius Griffiths and James Gray do hereby Covenant and Agree for themselves their Heirs, Executors, Administrators, or Assigns to mortgage and Assign over to them the said Bayne, Colvins and Bazett their Heirs, Executors, Administrators or Assigns, the several Wares and Merchandize Laden or to be Laden on the said Vessels, which said Wares and Merchandize with their Produce are thus Mortgaged and Assigned over, and are to be Converted to such other Use or Purpose whatever, until Payment of this Bond is made, with the Premium that may become due thereon At the Exchange of One hundred, and Ten Current Rupees for One hundred Bombay Rupees.

Now

Now the Condition of this Obligation is such, that if the above bound Adam Lumbull and Patrick Macintyre and Julius Griffiths and James Gray shall well and truly cause to be paid unto Patrick Crawford Bunce Account of Co. at Bombay or to his Heirs, Executors, Administrators, or Assigns, the full Amount of this Bond, and the Premium due thereon at the Expiration of Twenty One Days after the safe Arrival of the said Ships Henry and Argyle at Bombay on which this Risk may be opened transferred or increased or the Loss of the said Vessels (which God forbid) pursuant and Average as by Custom shall become due on the Salvages, then this Obligation to be Void, and of no Effect otherwise to remain in full Force and Virtue. Having Signed to three Bonds of this same Tenor and Date one being Accomplished the Two others to be Void.

Signed, Sealed and Delivered
(Where no Stamp is to be had)
in the Presence of
W. G. Scott
J. Fraser
John Athanes
Gabriel Shaw

A. Lumbull (L.S.)
Pat. Macintyre by
his Attorney
A. Lumbull (L.S.)
Julius Griffiths (L.S.)
James Gray by
his Attorney
Julius Griffiths (L.S.)

True Copy
J. Lapham

Know all Men by these Presents that We Adam Lumbull and Patrick Macintyre of Calcutta, and We Julius Griffiths and James Gray Merchants Residents of Prince Wales's Island are jointly and severally held and firmly bound unto Messrs. Bayne, Celvins and Bazett in the Penal Sum of Thirty Thousand Current Rupees Current Money of Bengal to the true and lawful Payment whereof We do hereby bind Ourselves jointly and severally Our Heirs Executors Administrators and Assigns firmly by these Presents.

In Witness whereof we have hereunto set Our Hands and Seals in Calcutta this Eleventh Day of December in the Year of Our Lord One Thousand Seven hundred and eighty eight.

Whereas the above bound Adam Lumbull and Patrick Macintyre and Julius Griffiths and James Gray have taken up and received of the aforesaid Bayne Celvins and Bazett the full and just Sum of Fifteen Thousand Current Rupees which Sum is to run at Respondentia on the Lives Moveables and Risques of the said Ship Henry whereof Luke Mansell Davis is now Master or Commander from this Port or Road of Calcutta to the Eastward & West at liberty to transfer the Risks from there to Bombay and Europe on the Ships Henry or the Ship Argyle at Two & Half per Cent Premium for the Voyages of four Months, & longer at the Rate and Consideration of such Risks, the Usual Risques of the Seas, Rivers, Enemies, Fires, Pirates, &c. to be on Account of the said Bayne Celvins and Bazett, and for the further Security of the said Bayne Celvins and Bazett the said Adam Lumbull and Patrick Macintyre and Julius Griffiths and James Gray do hereby consent and agree for themselves their Heirs Executors Administrators or Assigns to Mortgage and Assign over to them the said Bayne Celvins and Bazett their Heirs Executors Administrators or Assigns the several Wares and Merchandise laden or to be laden on the said Vessels in which said Wares and Merchandise with their Produce are thus Mortgaged and Assigned over, and are to be diverted to no other Use or Purpose whatever until Payment of this Bond is Made with the Premium that may become due thereon, at the

the Exchange of One hundred and ten Current Rupies for One Hundred Bombay Rupees

Now the Condition of this Obligation is such that if the above bound Adam Turnbull and Patrick Macintyre and Julius Griffiths and James Gray shall well and truly Pay or cause to be paid unto Patrick Crawford Bruce Account of Bat Bombay or to his Heirs Executors Administrators or Assigns the full Amount of this Bond, and the Premium due thereon at the Expiration of Twenty One Days after the safe Arrival of the said Ship Henry or Argyle at Bombay on which the Risk may be turned transferred or in case of the Loss of the said Vessel (which God forbid) such and Average as by Custom shall become due in the Salvages, then this Obligation to be Void and of no Effect, otherwise to remain in full Force and Virtue Having Leave to renew Bonds of the same Tenor and Date, One being Accomplished the two others to be Void

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

J Trayer
M C Scott
John Athanase
Gobindone Shain

A. Turnbull (L.S.)
Pat. Macintyre by his Attorney Adam Turnbull (L.S.)
Julius Griffiths (L.S.)
James Gray by his Attorney Julius Griffiths (L.S.)

A true Copy
J Topsham

Know all Men by these Presents That We Adam Turnbull and Patrick Macintyre of Calcutta, and we Julius Griffiths and James Gray Merchants Residents of Prince of Wales's Island are jointly and severately held and firmly bound unto Messrs Bayne Coleins and Bazett in the Penal Sum of Fifteen Thousand Current Rupees Current Money of Bengal to the true and lawfull Payment Whereof we do hereby bind ourselves jointly and severately Our Heirs Executors Administrators and Assignes firmly by these Presents In Witness Whereof We have hereunto set our Hands and Seals in Calcutta this Eleventh Day of December in the Year of Our Lord One Thousand Seven hundred and Eighty Eight

Whereas the above bound Adam Turnbull and Patrick Macintyre, and Julius Griffiths and James Gray have taken and received of the aforesaid Baynes Coleins and Bazett the full and just Sum of Seven Thousand five hundred Current Rupees which Sum is to run at Respondentia on the Return whereof Luke Marriott Day is now Master or Commander from this Port or Road of Calcutta to the Eastward with Liberty to transfer the Risk from thence to Bombay and Surat on the Ships Henry or the Ship Argyle at Ten Per Cent Premium for the Voyage of four Months if longer the Rate in Consideration of which the usual Risques of the Seas, Rivers, Enemies, Fires, Pirates &c. to be run Account of the said Baynes Coleins and Bazett And for the further Security of the said Baynes Coleins and Bazett the said Adam Turnbull and Patrick Macintyre and Julius Griffiths and James Gray do hereby covenant and Agree for themselves their Heirs Executors Administrators or Assignes to mortgage and Assigned over to them the said Baynes Coleins and Bazett their Heirs Executors Administrators or Assignes the several Wares and Merchandize laden or to be Laden on the said Vessels which said Wares and Merchandize with the Produce are thus Mortgaged and Assigned over, and are to be diverted to no other Uses Purposes whatever until Full Payment of this Bond is made with the Premium that May become due thereon At the Exchange of One hundred and ten Current Rupees

Rupees for One Hundred Bombay Rupees.

NOW the Condition of this Obligation is made that if the above bound Adam Turnbull and Patrick Macintyre and Julius Griffiths and James Gray shall well and truly Pay or cause to be Paid unto and unto Major Robert Nicholson or his Absence to Patrick Crawford Esquire at Bombay or his Heirs Executors, Administrators or Assigns, the full Amount of this Bond and the Premium due thereon at the expiration of Twenty One Days after the safe Arrival of the said Ship Henry or Argyle at Bombay on which the Risk may be printed transferred or in Case of the Loss of the said Vessel Which God Forbid Such Amount as may be by Customs shall be found due on the Salvage, then this Obligation to be Void and of no effect, otherwise to Remain in full force and Virtue having Signed to these Bonds of this Tenor and Date One being Accomplished the two others to be Void

Signed, Sealed and Delivered
(Whereon Stamped Papers is to be had)
in the Presence of

J. Frazer
W. Scott
John Athanasius
Gobindaram Shaw

A. Turnbull (L.S.)
Pat. Macintyre by his Attorney (L.S.)
A. Turnbull
Julius Griffiths (L.S.)
James Gray by his Attorney (L.S.)
Julius Griffiths

A true Copy
J. Popham

Know all Men by these Presents that We Adam Turnbull and Patrick Macintyre of Calcutta and We Julius Griffiths and James Gray Merchants Residents of Prince of Wales's Island are jointly and Separately held and firmly bound unto Messrs. Bayne Celoins and Bazett in the Penal Sum of Sixty Eight Thousand Current Rupees Current Money of Bengal to the true and Lawful Payment whereof We do hereby bind Ourselves jointly and Separately our Heirs Executors Administrators and Assigns firmly by these Presents. In Witness Whereof We have hereunto set Our hands and Seals in Calcutta this Eleventh Day of December in the Year of Our Lord One Thousand Seven Hundred and Eighty Eight.

Whereas the above bound Adam Turnbull and Patrick Macintyre and Julius Griffiths and James Gray have taken up and Received of the aforesaid Bayne Celoins and Bazett the full and just Sum of Thirty four Thousand Current Rupees which Sum is to run at Respondentia on the Snow Minerva whereof Luke Marriott Ray is now Master or Commander from this Port or Road of Calcutta to the Eastward with Liberty to Transfer the Risk from thence to Bombay and Surat on the Ship Henry or Ship Argyle at Ten p Cent Premium for the Voyage of four Months if longer Pro Rata in Consideration of which the usual Risque of the Seas, Rivers, Enemies, Fires, Pirates &c. to be on Account of the said Bayne Celoins and Bazett and for the further Security of the said Bayne Celoins and Bazett the said Adam Turnbull and Patrick Macintyre and Julius Griffiths and James Gray do hereby Covenant and Agree for themselves their Heirs Executors Administrators or Assigns to Mortgage and Assign over to them the said Bayne Celoins and Bazett their Heirs Executors Administrators or Assigns the several Wares and Merchandize Laden on the said Vessel which said Wares and Merchandize with their Produce are thus Mortgaged and Assigned over, and are to be delivered to them or their assigns or

Purposes

Purpose whatever on the Payment of this Bond as made with the Premium that may become due thereon at the Exchange of One hundred and Ten Current Rupees for One hundred Bombay Rupees—

NOW the Conditions of this Obligation are such, that if the above bound Adam Turnbull and Patrick Macintyre and Julius Griffiths and James Gray shall well and truly pay or cause to be paid unto Messrs Forbes and Account Messrs Lane and Fielding at Bombay or to their Heirs Executors Administrators or Assigns the full Amount of this Bond and the Premium due thereon at the expiration of Twenty Days after the safe Arrival of the said Ship Henry or Argyle at Bombay on which the Risk may be fixed transferred or in Case of the Loss of the said Vessel (with the Gold for Bills) such an Average as by Customs shall be required due on the Salvages, then this Obligation to be void and of no effect, otherwise to remain in full Force and Virtue Having signed to three Bonds of this same Tenor and Date, One being Accomplished the two others To be Void—

Signed Sealed and Delivered
(Duties as stamped Papers to be had)
in the Presence of
J. Fraser
W. J. Scott
John Athanasius
Gobindome Shaw

A. Turnbull (L.S.)
Pat. Macintyre
by his Atty
A. Turnbull (L.S.)
Julius Griffiths (L.S.)
James Gray by
his Attorney
Julius Griffiths (L.S.)

True Copy
J. Popham

Dr. Julius Griffiths Esq.r for himself and the Commanders Attorney

| 1788 | | |

Know all Men by these Presents that We John Bayne Alexander Colvin David Colvin and Richard Campbell Bazett of Calcutta Agents and Copartners under the Firm of Bayne Colvins and Bazett have made ordained and constituted Nominated and Appointed and by these Presents do make ordain Constitute Authorize Nominate and Appoint Thomas Clase and Thomas Parry of Madras jointly and severally to be Our certain true and lawful Attorney and Attorneys for us and in Our Names and Stead for Our Proper Use and Behalf to Demand levy sue for recover and receive by all lawful ways and means whatsoever of and from all and every Person and Persons whomsoever who is it be 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 us the said Bayne Colvins & Bazett upon or by Virtue of any Bill Bond Book or upon Account of Trading or Dealing or upon any Account Ways or Means in any otherwise howsoever And if found by Account and Living be Ballancing all or any Person or Persons concerned in the Premises and upon Receipt and Recovery of all or any such Debts Sum or Sums of Money Debts Dues Goods Effects or other Things or Any Part Thereof Sufficient Acquittances and Discharges for us and in Our Names from time to time to make and give Giving and by these Presents Granting unto our said Attorney & Attornies full Power and Authority and touching the Premises to pursue Arrest Attach Imprison implead sue prosecute and Prosecute and Prosecute and

In the Honble the Mayor's
Court at Madraspatnam

Between John Bayne, Alexander
Colvin David Colvin and Richard Campbell
Bazett Merchants Attornies Thomas Clare and
Thomas Parry Complainants

and

Julius Griffiths Defendant

The Affidavit of the above named Thomas Clare and Thomas
Parry

The above named Thomas Clare and Thomas Parry Make Oath and
Say that the above named Julius Griffiths stands justly and truly indebted
unto the above named John Bayne Alexander Colvin David Colvin and
Richard Campbell Bazett in the Sum of Current Rupees of Bengall Arcot Lack
Nineteen Thousand and Nine Hundred or Arcot Rupees One Lack Eleven
Thousand and Eighteen Eight Annas and Two Pie which at the Exchange of
Three Hundred and Ninety Three Arcot Rupees for One Hundred Star Pagodas
Makes Nine Pagodas Twenty Eight Thousand Two Hundred and Forty
Eight Forty One Fanams and Thirty Cash Current Money of Madras and
this Deponent say that the Particulars on which the said Debt is founded
are set forth in the Account Current Copy whereof is annexed to the Bill of
Complaint filed in this Honble Court on the 16th Day of this Instant January
and this Deponent further say that the said Julius Griffiths hath been
Within the Jurisdiction of this Honble Court since the Cause of Action arose

Thomas Clare
Tho. Parry

Sworn in Court
this 19th Jany 1790
James Taylor
Regr

J. Popham
Atty for Compt

Mayor's Court at Madraspatnam

Tuesday the 27th Day of July
Anno Domini 1790

Present

L.S.

Vincentio Corbett Esquire Mayor
Andrew Ross — James Landon
and
John Mitford — Aldermen

Between John Bayne
Alexander Colvin David Colvin and
Richard Campbell Bazett of Calcutta
Agents and Copartners by their Attornies
Thomas Clare and Thomas Parry of Fort
Saint George Agents and Copartners
Complainants and Julius Griffiths of
Fort Saint George Merchant Defendant

Mayor's Court

It Appearing by the Records of this Court that the Space
of Six Months since the time Limited in Her Majesty's Charter is elapsed since
the Return of the Warrant of Sequestration issued Against the Defendants
Effects and that the Defendant has not made any Appearance in Court to
Answer the Complainants Bill This Court do therefore think fit to
Order and Decree and do Accordingly Order and Decree that the Defendant
shall Pay unto the Complainants the full and just Sum of Twenty Eight
Thousand Two Hundred and Forty Eight Star Pagodas Forty One Fanams
and Thirty Cash Star Pagodas 28,248.41.30 Together with all such
Interest as may from shall hereafter become due thereupon until full Payment
is made also all Costs of this Suit

By Court

706

Filed the 27th July 1790

In the Honble the Mayor's Court at Madraspatnam

Between Edward Raphael of Madras Merchant Original Complainant and Cross Defendant and Joseph Isaacs of the same Place Merchant Original Defendant and Cross Complainant

The Affidavit of Edward Raphael the above Named Original Complainant and Cross Defendant

This Deponent Maketh Oath and Saith that he hath not directly or indirectly Conveyed any Account Current Demand Bond or Debt and Him Relative to the Eighty One Bales of Piece Goods from or by John Simon D'Orville some time ago Arrived from and Lately Departed for Manilla or from any other Person or Persons whosoever nor doth he know or has he heard that any such Account was brought from Manilla by the said John Simon D'Orville or by any other Person or Persons

Edward Raphael

Madraspatnam 26th July 1790
Sworn to before me this day
Wm Webb
Mayor

Hez Du Roy
J Popham

707

Filed the 27th July 1790

To the Honble the Mayor's Court at Madraspatnam

Between Lobaroyalu of Madras Inhabitant Complainant and William Gordon of the same Place Gentleman Defendant

The Humble Petition of the above Named Complainant

Sheweth

That Your Petitioner on the Twenty Second Day of January Which was in the Year of Our Lord One Thousand Seven hundred and Eighty Seven did file a Bill of Complaint in this Honble Court Against the above Named Defendant for the Recovery of the Sum of Three Hundred and Fifty seven Pagodas Fourteen Fanams and Thirty Cash Charged by the Complainant to be due to him from the Defendant as by a Copy of an Account Current Annexed to the said Bill of Complaint may more fully Appear

That after the usual Proceedings were had thereon the said Cause came on to be heard and was heard on the Twenty Ninth Day of November which was in the Year of Our Lord One Thousand Seven hundred and Eighty Nine when the said Honble Court was Pleased to Order and Decree and did Accordingly Order and Decree that the said Defendant should pay unto Your Petitioner the said Sum of Three hundred and fifty Seven Pagodas Fourteen Fanams and Thirty Cash with Interest as Mentioned as should thereafter become due thereon until full Payment should be made together with all Costs of Suit from which Decree the said Defendant hath 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 to the said Court of Appeals to attend the Hearing of the said Cause

J Popham
Atty for Petr

Filed 11th June 1789

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Morlaw Venkatasha Modely Chinna Chitty Condayah Chitty and Beeny Chitty of Madras Merchants that Nicola Gillet of the same Place subscribant Stands justly and truly indebted unto Your Orator in the full and just Sum of Two Thousand three hundred and Forty Eight Pagodas and five fanams Current Money of Madras in sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Nine hundred and Thirty Nine Pounds and two Shillings or thereabouts as well Honestly and at Large Appear by Copies of a Mortgage Bond or Obligation and an Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays May be Admitted as Parts of this their Bill of Complaint the Original whereof your Orator Produceth and is ready to be Produced whenever this Honble Court shall require and Your Orator further Sheweth unto this Honble Court that they have frequently and in an Amicable Manner requested Payment from the said Nicola Gillet of the said Sum of Two Thousand three hundred and forty Eight Pagodas and five fanams

But Notwithstanding May it Please this Honble Court the said Nicola Gillet 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 Writ of Subpoena Issue out of this Honble Court to shall Commanding the said Nicola Gillet to be and Appear before this Honble Court on a Certain Day and under a Certain Penalty therein to be limited to Answer the Premises and to Stand to Perform and Abide such Order and Decree therein as to this Honble Court shall seem Meet and your Orator shall ever Pray &c

To the End therefore that the said Nicola Gillet may upon his Corporal Oath full true Direct and perfect Answer make to all and singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were herein again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Thousand three hundred and forty Eight Pagodas and five fanams

With all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to cause the said Nicola Gillet to be Summoned and required by the Sheriff of Fort St George Town of Madrasapatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your 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

C. Chalmer
Attorney for Compt

Fort St George this 10th June 1789

This Bill was shewn to and read the day of Adjournment to a Summons issued and returnable on that Tuesday

Jas Call
Senr Alderman

Know all Men by these Presents that I Nicola Gillet am held and firmly bound unto Morlaw Venkatasha Modely Chinna Chitty Condayah Chitty and Beeny Chitty in the Penal Sum of Four Thousand five hundred and Twenty Star Pagodas to the Payment whereof well and truly to be made to the said Morlaw Venkatasha Modely Chinna Chitty and Beeny Chitty their Heirs executors Administrators or Assigns do hereby bind myself my Heirs Executors and Administrators firmly by these Presents In Witness Whereof I have hereunto set my Hand and Seal in Madras this first day of February in the Year One Thousand Seven hundred and Eighty Nine

Whereas the above bound Nicola Gillet hath borrowed and Received of the above Named Morlaw Venkatasha Modely Chinna Chitty Condayah Chitty and Beeny Chitty the full and just Sum of Two Thousand Two Hundred and Sixty Star Pagodas to run at Interest at the Rate of Twelve 12 Per Cent Per Annum Payable every two Months from the Date hereof for

for the Security of the Money Lent & Mortgage and to Thereof Merlaw Venkatasha Modely &c
300 Chests of Cloth Containing 3 Dozen Bellaminee each Chest which he Engaged all to be Pucka
that if in case the said Sum of 2260 Star Pagodas is not paid to Thomas Hill Esquire by the time the
said Mundungi shall be Repaid by Thomas Hastings and Anne Hill Money and Sang Bellaminee
due unto the said Mundungi shall be made good Sum of the Party that has to Loose

Now the Condition of this Obligation is such that if the above bounden Nicola
Gillet his Heirs Executors Administrators or Assigns shall well and truly pay
or cause to be Paid unto the aforesaid Merlaw Venkatasha Modely Chinnoo Chitty
Condapah and Benny Chitty is Heirs Executors Administrators or Assigns the
full and just Sum of Two Thousand three hundred and forty five Star Pagodas
Together with Such Interest as shall or may become due thereupon then this Obli-
gation to be Void and of no Effect otherwise to Continue in full force and Virtue

Signed Sealed and Delivered
in the Presence of Stamped Paper not to be had in
the Province

Nicola Gillet
L.S.
4 Bellaminees
4d

C. Chalmers
Atty for Compt.

Dr Mr Nicola Gillet in Account Current with Merlaw Venkatasha Modely Chinnoo Chitty Condapah Chitty and Benny Chitty Cr

1789 Feby 12	To Sundry Amounts of Mortgage Bond bearing Interest to this Day	2260		By Ballance due	2345	5
May 28	To Interest on D.o to this Day 3 Months 21 & 12½ Days	85	5			
	Pagodas	2345	5		Pagodas	2345 5

Fort St George this 28th May 1789
Errors Excepted
C. Chalmers
Atty for Compt.

Mayor's Court
Madrasapatnam

Tuesday the 28th Day of July
Anno Dominy 1789

L.S.

Mayor's Court

Present

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

Between Merlaw Venkatasha
Moodely Chinnoo Chitty Condapah Chitty
and Benny Chitty of Madras Merchants
Complainants and Nicola Gillet 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 fitt to
Order and Decree and doth Accordingly Order and Decree that the Defen-
dant shall pay unto the Complainant the full and just Sum of Two
Thousand Three Hundred and Forty Eight Pagodas and Two Fanams
Pagodas 2348 2 Together with all such Interest as now is or
shall hereafter become due thereupon until full Payment is made also
all Costs of this Suit

By Court

752

Court of Appeals at Madrasapatanam

Saturday the 26th. August Anno Domini 1790

Between Nusta Gellel of Madras Inhabitant Appellant and Mylal Venatachel Mordelly Chinna Chilly Condayah Chilly and Bunny Chilly also of the same Place Merchants 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 Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 28th day of July 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 it is accordingly Ordered and Decreed that the said Decree of the Honble the Mayors Court do stand Affirmed and that the Appellants Petition be dismissed with Costs

Pres.t Chas. N. White Esq.r

753

To Mr. Stephen Popham One of the Attornies of the Honble the Mayors Court at Madras patnam or any other Attorney of the said Court

These are to Appoint You or either of You to Appear for me George Adamson of Fort St. George Merchant and to Confess Judgement by Acknowledging the Debt, so that a Decree may immediately Pass in the said Court on any Bill of Complaint that May be filed at the Suit of Costy Chilly of the same Place Merchant upon a Bond for Pagodas Seven Hundred and fifty five and Nineteen Fanams Current Money of Madras bearing Equal Date With these Presents and Conditioned for the Payment of Three Hundred and Seventy Seven Pagodas and Thirty two Fanams in the Manner and at the Time therein Specified So that Execution may immediately issue thereon and for Your so doing this shall be to You a full and sufficient Warrant and Authority In Witness Whereof I have hereunto Set my Hand and Seal in Fort St. George aforesaid this Eighteenth day of February in the Year One Thousand Seven Hundred and Ninety

Signed Sealed and Delivered
Whereno Stamp'd Papers to be had
in the Presence of
J. Walker
L. Mooneapeth

Geo: Adamson L.S.

Fort St. D. 25th March 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew Unto this Honble Court Your Orator Charles Joseph Douglas late of the City of Lisbon in the Kingdom of Portugal but at Present of Madras Merchant on behalf of himself and Joaquim Joze Coimbra and Domingos de Abrams also late of Madras Merchants and Copartners and also late of the same City of Lisbon Merchants That Charles Joseph Douglas at Present of Madras Merchant stands Justly and Truly indebted unto Your Orator and the said Joaquim Joze Coimbra and Domingos de Abrams in the Sum of Two Thousand and Sixty Star Pagodas and Three Fanams Current Money of Madras Making in Sterling Money Five Hundred Pounds at the Rate of Eight Shillings for every Pagoda the Sum of Eight Hundred and Twenty Four Pounds Four Shillings and Eight Pence Rendering the Same in Known and Usual Appear by Copy of an Account Current hereunto Annexed Marked No. 1. Which Your Orator prays may be Admitted as part of this his Bill of Complaint the Original whereof being in Your Orator's Possession and Ready to be Produced when Properly called for and also as the same May further Appear by the several Exhibits in the said Copy of an Account Current referred to For Your Orator Shews That the said Charles Joseph Douglas on the Tenth Day of August One Thousand Seven Hundred and Eighty Nine did Add unto Your Orator and the said Joaquim Joze Coimbra and Domingos de Abrams Merchants and Copartners aforesaid at Madras aforesaid the Sum of Two Thousand One Hundred and Twenty five Star Pagodas Arising upon the Balance of said Account on the said Tenth Day of August aforesaid between Your Orator and the said Joaquim Joze Coimbra and the said Domingos de Abrams And That the said Charles Joseph Douglas being so indebted on the Behalf aforesaid did Acknowledge the same in Writing to the following Purport and Effect viz The Portuguese Joaquim

Joze Coimbra and Domingos de Abrams Merchants and Copartners at Madras aforesaid Agreeable to a List Acknowledged to have been Delivered to them on the Month of February then following which was the Month of February last Past And for the true performance whereof the said Charles Joseph Douglas did bind himself at Madras aforesaid and on the said Tenth Day of August One Thousand Seven hundred and Eighty Nine as aforesaid Subscribe his Name and Seal the said Charles Joseph Douglas Delivered unto Your Orator and the said Joaquim Joze Coimbra and the said Domingos de Abrams the aforesaid Day of the Date thereof as may more Particularly and at large Appear by a Copy of a Translation of the said Account and the Covenants to pay and be Accountable for the Balance thereon remaining due thereunto Annexed Marked No. 2. the Original as also the Original and Translation whereof as also Your Orator Possession and Ready to be Produced When Properly called for And which said Account is the same Referred to in the aforesaid Copy of an Account thereunto Annexed No. 1. And Your Orator further shews That he Your Orator and the said Joaquim Joze Coimbra and the said Domingos Abrams did deliver unto the said Charles Joseph Douglas on the Eleventh Day of the said Month of August One Thousand Seven hundred and Eighty Nine at Madras aforesaid Fourteen small Anchors the Property of Your Orator and the said Joaquim Joze Coimbra and Domingos de Abrams Which he the said Charles Joseph Douglas did Covenant Promise and Agree to be Accountable for unto them on their Return from China for which Place the said Joaquim Joze Coimbra was then about to depart As may appear by a Copy of the said Covenant Signed and Executed by the said Charles Joseph Douglas and Delivered unto Your Orator the Original whereof being in Your Orator's Possession and Ready to be Produced when called for and which he Refers to from the Account Current No. 1. hereto Annexed

And

Dat the 25th March 1790

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Shewn Unto this Honble Court Your Orator Custodio Soriano Calaes of the City of Lisbon in the Kingdome of Portugal but at Present of Madras Merchant on behalf of himself and Joaquim Lopez Coimbra and Domingos de Abraam also late of Madras Merchants and Copartners and also late of the same City of Lisbon Merchants That Charles Joseph Douglas at Present of Madras Merchant stands Justly and Truely indebted unto Your Orator and the said Joaquim Lopez Coimbra and Domingos de Abraam in the Sum of Two Thousand and Sixty Star Pagodas and Thirty two Fanams Current Money of Madras Making in Sterling Money Four Hundred Pounds at the Rate of Eight Shillings for every Pagoda the Sum of Eight Hundred and Twenty Four Pounds Five Shillings and Eight Pence Sterling as the Same Shewn and More Appears by Copy of an Account Current hereunto Annexed Marked No 1. Which Your Orator prays may be Admitted as part of this his Bill of Complaint the Original whereof being in Your Orators Possession and Ready to be Produced when Required called for and also as the Same May further Appear by the Several Exhibits in the said Copy of an Account Current Referred to For Your Orator Shewth That the said Charles Joseph Douglas on the Fifth Day of August One Thousand Seven Hundred and Eighty Nine Indebted and to Your Orator and the said Joaquim Lopez Coimbra and Domingos de Abraam Merchants and Copartners aforesaid at Madras aforesaid in the Sum of Two Thousand One Hundred and Twenty five Star Pagodas Arising upon the Balance of an Account between the said Fifth Day of August aforesaid between Your Orator and the said Joaquim Lopez Coimbra and the said Domingos de Abraam and That the said Charles Joseph Douglas being so indebted on the Behalf aforesaid did Acknowledge the same Writing to the following Purport and Effect in the Portuguese Language [illegible]

For Lt Col 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.

Madraspatnam 25th March 1790

H. Dibbin
Atty Complt

Madraspatnam 25th March 1790

This Bill was shewn to and Read this Day of
Adjournment and the Complainant having
Made Oath to the Justness of this Debt and That
the Defendant is about to Depart from the Jurisdiction
of this Court whereby he the Complainant may Lose his
Debt Let Summons Returnable Immediately and
Warrant of Arrest Issue

Wm Corbett
Mayor

And Your Orator shews That he hath no Interest or Property in the said Sum of Pagodas and Fanams Demanded from him by the said Joaquim Jozé Cumbra and Domingos de Rosario respectively And Your Orator further shews That the said Charles Forsyth Douglas the Executor of the said Balance of the said Account Current No 2 or that he would deliver Goods for the same And Your Orator hath Written to the said Charles Forsyth Douglas on Account of the said Vessels not arriving at the Ports for the Returns of Ships from Coromandel long since expired and the said Joaquim Jozé Cumbra last has Departed to China and therefore be requested And the said Charles Forsyth Douglas ought therefore to have Given and Rendered the said Account And Your Orator hath Charges regularly and amicably Demanded from the said Charles Forsyth Douglas the Payment of the said Sum of Two Thousand and Sixty Pagodas and Thirty Two Fanams being the Balance of the aforesaid Account Current No 1

But Inasmuch as the said Charles Forsyth Douglas Obstinately and Wilfully refuses to join the Same or to give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore Prays a General Relief as he has to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End that the said Charles Forsyth Douglas may upon his Corporal Oath full True Direct and Perfect Answer make to all and Singular the matters and things herein before all forth and Alledged as fully Truly and Effectually to all Intents and Purposes as if the Same were herein again Negated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Thousand and Sixty Pagodas and Thirty Two Fanams together with all such Interest as Inquiries shall hereafter ascertain due thereon also all Costs of this Suit

May it please this Honble Court the Cause the said Charles Forsyth Douglas to be Summoned and Enjoined by the Sheriff of

Fort St George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court Prefixed and Appointed Then and There to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Wm Dibbin
Atty Complt

Madraspatnam 25th March 1790

This Bill was shewn to and Read the Day of
Adjournment and the Complainant having
Made Oath to the Justness of his Debt and that
the Defendant is about to Depart from the Jurisdiction
of the Court whereby he the Complainant may lose his
Debt Let Summons returnable Immediately and
Warrant of Arrest Issue

Wm Corbett
Mayor

D.r Charles Joseph Douglas and Account Current with Custodio Ferreira on behalf of himself and Joaquim Joze Coimbra and Domingos de Abram Merchants and Copartners — No 1 — Cr

1789										
August	10th	To Balance of our Account Current this day Examined and Declared as per No 2			2125	"	"	By Neat Proceeds of Goods Delivered at Prince of Wales Island 498 @ 16/2 D.o for 10 p.c	313	42	"
	11th	To 3 Small Anchors Delivered to Charles Joseph Douglas upon his Promise and Writing to be Accountable for the Same as by Copy of the said Writing No 3 Amounts Annexed Weighed 872 Candy at 4 250 @ 7 p.c the hundred Weight			265	28	"	March 24th By Cash Received	16	"	"
									329	42	"
								By Balance	2060	32	"
		Pag.a			2390	28	"	Pag.a	2390	28	"

Errors Excepted

C. E. & O.V.
Custodio Ferreira
for Self and
Joaquim Joze Coimbra
Domingos de Abram

Jas Cox
Wm Dirom
Wm Campbell

D.r Capt.n Joaquim Joze Coimbra & Co.s Account Current with Charles Joze Douglas — No 2 — Cr

To Cash Paid You		619	"	"	By 86 72 Leaguers of Cyr. Wine @ 25 1/2 rs	2162	72	"
To 3 72 Candys of Black Wood @ 3 72 1/2		210	"	"	By 20 Casks of French Claret @ 7	140	"	"
To Duties and Sundry Charges Paid by us as per Acc.t Annext		248	72	"	By 75 Candys of Iron @ 12 Pags 1/2 @ 7	900	"	"
		1077	72	"				
To Balance due to You		2125	"	"				
Pag.a		3202	72	"	Pag.a	3202	72	"

Errors Excepted

I do hereby declare that the above Sum of Pagodas Two Thousand One Hundred and Twenty five is owing by me and Obliged myself to Pay to the above said Gentleman or their Order in Goods at Prime Cost Agreeable to the List now in my Possession in the Month of February Next for the Truth of Our Agreement we have Drawn Two Accounts of the Same Tenor and Date One is Signed by me and the other Signed by the above Gentleman — Madras 10th August 1789 —

Wm Lewcock

Charles Jos: Douglas

Wm Dirom
Wm Campbell

1793.

Madras the 16th Augt 1793 Thomas Ackenwell Esqr having Received of Captain Joaquim Joze Coimbra Thirteen Small Anchors, which I Promise to be Accountable to him for the Same or his Return from China

Chas Jos. Douglas

Witness
Alex Duffus
Mid. Compt

Filed the 25th March 1794

In the Honble the Mayors Court at Madras Viz.

Between Custodio Ferreira late of the City of Lisbon in the Kingdom of Portugal Merchant Freeman of Madras Merchant and Partner of the Firm of Custodio Ferreira & Company and Joaquim Joze Coimbra and Domingos de Abraw also late of Madras Merchants and Copartners and also late of the said City of Lisbon Merchants Compilainants and Charles Joseph Douglas at Present of Madras Defendant

The Affidavit of the above Named Complainant

This Deponent Makes his Oath and Saith that the above Named Defendant Stands justly and truely Indebted unto this Deponent and the said Joaquim Joze Coimbra and Domingos de Abraw in the Sum of Two Thousand and Sixty Pagodas and Thirty two Fanams Current Money of Madras Arising on an Account Current Annexed unto this Bill of Complaint, And this said Deponent further saith that he hath heard and doth Verily believe that the said Defendant is about to depart from

the Jurisdiction of this Court unless by the Writ aforesaid Deponent may Lose his said Debt.

Signed/ Custodio da Ferreira & Company

Attnes Translation
Wm Lewcock
Dl Regr

No Honoravel Corte Mayoral da Madrastajatão

Entre Custodio Ferreira ha Poco tempo da Cidade da Lisboa no Reyno de Portugal Peruano ao Presente Mercader da Madrasta Para sua Propria Causa e Joaquim Joze Coimbra e Domingos de Abraw Cumo tambem ha Poco Tempo que foraõ Mercadores da Madrasta Socios e tambem ha pouco tempo que foraõ Mercadores da Cidade da Lisboa Queixantes & Carlos Joze Douglas ao Presente Mercador da Madrasta Defendente

Deposimento da Sima Mencionado Queixante

Este Deponente faz Juramento e Diz que a Sima Mencionado Defendente fica Justo e Verdadeiramente Endividado ao Dito Deponente e Dito Joaquim Joze Coimbra e Domingos de Abraw Na Justa Soma de Dois Mille Sesenta Pagodes e Trinta Dois Caixs Moeda Corrente da Madrasta a contentado Sobre huma Conta Corrente Rumiado a Dita Soma dello E o Dito Deponente Mais Diz que elle Avia e Verdadeiramente Crequeo Dito Defendente esta ao redor de Auzentar da Jurisdicaõ deste Corte Por Mejo de Qualquer Deponente Poderia Perder Sua Divida

Custodio Ferreira Compa

Sworn to before Me this
25th March 1794 Vinc Corbett
Mayor

Filed this 1st June 1790

The Answer of Charles Joseph Douglas of Madras Merchant Defendant to the Bill of Complaint of Custodio Ferreira Lobo of the City of Lisbon in the Kingdom of Portugal but at present of Madras Merchant on behalf of himself and Joaquim Joze Coimbra and Dominico de Abran also Late of Madras Merchants and Copartners and also Late of the said City of Lisbon Merchants Complainants

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 Answering saith That he Admits to stand indebted unto the said Complainants in the Sum of Two Thousand and Sixty Pagodas Thirty two Fanams as is Mentioned by and on the Credit side charged in the Complainants Bill of Complaint and the Account Current No. 1. thereunto Annexed But this Defendant Doth Not Acknowledge to be indebted unto the Complainants and Company in the Sum of One Thousand Six Hundred and Eighty eight Pagodas Twenty five Fanams and Sixty Cashas as stated in the Account Current hereunto Annexed for the Inspection of this Honble Court and Prayed by this Defendant to be taken as part of this his Answer the Original Being in this Defendants Possession and Ready to be Produced to this Honble Court if Required and in order to explain to this Honble Court that he is not indebted to the Complainants as stated in the Bill of Complaint this Defendant begs Leave to State that on or about the Month of July which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Nine this Defendant Purchased of Joaquim Joze Coimbra Commander of the Portuguese Ship Minerva the Different Articles contained in the Annexed Account Current No. 2. Annexed to the Complainants said Bill

and Paid him the different Sums of Money as are Credited in the same Account and the Balance thereof being Two Thousand One Hundred and Twenty five Pagodas was left with this Defendant to Provide certain Goods According to a List Left by the said Joaquim Joze Coimbra with this Defendant which said Goods were to be Ready in February Last as appears by this Defendants Undertaking at the Foot of the same Account Current No. 2. Annexed to the said Bill of Complaint

This Defendant further Saith That after the said Account Current was Closed and Signed this Defendant by the Desire and Verbal Orders of the said Joaquim Joze Coimbra Paid before and after his Departure from Madras the Sums of One Hundred and Seventy three Pagodas eight Fanams in manner as is stated in the Account Current hereunto Annexed for which Sum the Complainants have omitted to give Credit in his Account Current Annexed to his Bill of Complaint

This Defendant further Saith That he shipped on Board the said Ship Minerva Sundry Articles mentioned in the Bill of Lading Copy whereof is here unto Annexed for the Inspection of this Honble Court and Prayed by this Defendant to be taken as Part of this his Answer the Original whereof is in this Defendants Possession and Ready to be Produced to this Honble Court when Required which said Articles were consigned to Thomas Layton of Prince of Wales's Island as Appears by the said Bill of Lading But the said Joaquim Joze Coimbra instead of Delivering the same to the said Consignee Sold the said Articles a great Deal under Prime Cost And this Defendant Solemnly Declares That he never Gave to the said Joaquim Joze Coimbra any Authority to sell any Part of the said Articles but this Defendants Direction was to Deliver them to the said Thomas Layton as Expressed in the said Bill of Lading and this Defendant Saith That all the foregoing at a Great Profit and those Articles Yet this Defendant has Not charged in this Account Current hereunto Annexed the same Sum which the said Articles have cost him which Amounts to Four Hundred and Seventy two Pagodas for the Complainants as this Defendant Humbly conceives by taking upon himself Cost all the said Goods contrary to the Instructions of this Defendant to be accounted to Bills Purchased thereof

Thereof This Defendant further Saith that the said Joaquim Joze Coimbra left
with This Defendants Profession Thirteen Anchors to be sold for his Account Value of
Which This Defendant Sold to Jetty Hiniyapah of Madras Merchant for Five
hundred and Sixteen Pagodas Sixteen Fanams and Ten to Murmanee Bordelly
for twenty Pagodas amounting together to the Sum of Five Hundred and Thirty five
Pagodas and twenty six Fanams deducting them from This Defendants Commission
at five Per Cent which Amount to Eleven Pagodas Thirty four Fanams and twenty
Cash for the Net Proceeds thereof being Five Hundred and Twenty four Pagodas
Thirty three Fanams and Sixty Cash This Defendant Shall Begin Credit for the
Account Current hereunto Annexed

And This Defendant is under to shew to this Honble Court the Improprietys
of the Complainants Conduct and his ungenerous Treatment towards This Defendant
and the Injury which This Defendant Shall Suffered thereby Begleave to State that
Some time in the Latter End of June which was in the said Year of Our Lord One
Thousand Seven hundred and Eighty Nine the said Joaquim Joze Coimbra was
introduced to This Defendant and Recommended as a Person whom was in need
of This Defendants Advice and Immediate Assistance that the said Joaquim
Joze Coimbra had a Ship and Cargo of Cow Wind and Slaves Arrived in the Roads
of Madras and that his Officers and Ships Crew were Clamorous and Tumultuous
on Account of Some Arrears of Wages Due to them and Begged that This Defendant would
Supply him with Five Hundred Pagodas immediately declaring at the same time
that he had Applied to the Principal Portuguese Persons in Madras and that One and
all had Refused lending any Assistance the said Joaquim Joze Coimbra at the same
time declared that he would repay This Defendant that Sum and every other Sum
that This Defendant might Advance him the Moment he had Sold his Cargo and
even Obtain the Most Grateful Sense of the Obligation Laid upon him by This Defendant
immediately Advanced the said Sum of Five Hundred Pagodas to the said Joaquim
Joze Coimbra This Defendant further Saith that a few Days after the said
Joaquim Joze Coimbra informed This Defendant that he did not like to dispose of

Disposing of his said Cargo of Wine &c and that as he wished to sail for China
as Soon as Possible he would be very happy if This Defendant would Purchase the
Whole otherwise that he would leave them in This Defendants Charge to sell on
Commission Provided This Defendant would Supply him with what Money
Might be Wanted offering to take the Balance in Goods on his Return to
Madras which he said would be without Failing the Then next January or
February Meaning the January or February now last Past, The said Joaquim
Joze Coimbra at the same time entered into with This Defendant into a Verbal
Agreement and Pledged himself to bring Goods for Account of This Defendant
from China Suitable to the Madras Market to the Amount of Seven Twelve
Thousand Dollars and that he would take Goods for the Mosambique Market
To that Amount and desired This Defendant to get the Goods Ready Against
his Arrival Accordingly This Defendant consulted with a Native Merchant
and agreed with him to Provide the said Goods for the Mosambique Market and
the said Joaquim Joze Coimbra in Consequence gave a List to This Defendant
of what Goods he Wanted and This Defendant also gave him a List of the Goods
Which This Defendant Wanted from China and the said Joaquim Joze Coimbra
Solemnly Promised and Pledged himself to bring without Failing the said Months
of January or February last

This Defendant Saith that Soon after that is to say on the Eleventh or
Twelfth Day of August in the said Year One Thousand Seven hundred and
Eighty Nine or thereabouts the said Joaquim Joze Coimbra Sailed from Madras
and This Defendant never heard from him since his Departure nor of his
Arrival at China and therefore This Defendant had Reason to Apprehend
that some Accident had happened to him Particularly after the Expiration
of the Time that the said Ship should have been Arrived at Madras

This Defendant further Saith that some time in the Month of March last he was
Absent on Business and on his Return which This Defendant believes to be on the
Eighteenth he Received the Complainant at This Defendants House and concluding

that

that this Ship Minerva was Insured this Defendant he Ordered this Examinant to send him and Enquired if the said Joaquim Joze Coimbra was on Shore when you left the said Complainant soon understood this Defendant and this Defendant Perceived that all the said Complainant told this Defendant was false And this Defendant took the earliest Opportunity which was on the Thursday Last to state this Sentiments fully to the Complainant and told him that Notwithstanding they had Received this Defendant that he would Repose their Contempt and Give the Complainant Goods for the Amount of the Balance that would finally Appear in their Favour as if they had fully fulfilled this Engagement to this Defendant and as the Complainant Pleaded that being at Sea would be Attended with the Great Expence this Defendant made him an Offer of an Apartment at this Defendants House and Table during the Complainants Stay at Madras which he readily Complied with All the Appearance of an Established and at the same Time this Defendant Assured the Complainant he made himself Perfectly easy that the Goods would be ready long before he could Procure a Passage to China And this Defendant Solemnly Declares that it was his Intention to fulfill this Promise so that the Complainant Might Embrace the Opportunity of the first Ships that Sailed for China

This Defendant further Saith that on the Twenty fifth Day of the Said Month of March Business of Moment obliged this Defendant to go to the Camp near Maullaujaubad and previous to his departure he informed the Complainant Thereof and told him that he was going to collect some Money and would be back in four or five Days and this Complainant asked for 5 Pagodas and this Defendant gave him Eleven Pagodas as is Exhibited in the Account Current hereunto Annexed This Defendant Saith that the Commander and the Complainant to the Attentions of Captain Magnus who lived with this Defendant and was Afterwards sent off as a Post Chaise with Lieutenant Boyd of this Honourable Company for Maullaujaubad and to the great Detachment of this Defendant He was informed that the Complainant did Not

Take out the Warrant Against this Defendant by Swearing that this Defendant was about to Depart from the Jurisdiction of this Honble Court whereby the said Complainant may Lose his said Debt

This Defendant Solemnly Declares and will Prove to the Satisfaction of this Honble Court that when this Defendant left Madras he took with him Only Six Changes of Linen and left the Complainant in Possession of this Defendants House Books, Papers Plate and all other Effects to a great Value and also Effects of great Value belonging to Officers of Property which they had Committed to this Defendants Care during this Absence This Defendant Saith that this Credit has Not been greatly injured by the Falsity and Treachery of the Complainants behaviour; a man that lived at this Defendants House, Eat at this Table and had the Command of this Servants as much as himself to be capable of so Infamous and Treacherous an Action is so far from being Justifiable that this Defendant believes to be very much Intended and had the Complainant intimated the least Intention of this Goods This Defendant would Not have hesitated in giving him every Satisfaction he wished

This Defendant further Saith that he had Assisted the said Joaquim Joze Coimbra and his Associates on the most friendly and liberal Principles and having never Charged them One Single Fanam for Commission or Brokerage for the Goods he Purchased for them and the Trouble that this Defendant had in Transacting their Business so during their Stay at Madras which will Appear by the Account Current No 2 Annexed to the Complainants Bill of Complaint This Defendant further Saith and will Prove to the Satisfaction of this Honble Court that the most Part of the said Goods which this Defendant bought from the said Joaquim Joze Coimbra were given to Mummaroo Moodelly of Madras Merchant that he might sell with the Proceeds thereof Get this Goods for this Mosambique Market According to the List given by the said Joaquim Joze Coimbra to this Defendant and for which said Goods this Defendant was obliged to Sue the said Mummaroo Moodelly in this Honble Court as by the

Shipped in Good Order and well Conditioned by C. Douglas in and upon the
Good Ship Called the Illumina whereof is Master for this Present Voyage Joaquim
Joze Coimbra and now Riding at Anchor in the Road and bound for Prince of Wales
Island Fifty two Pipes of Madeira Wine eight Hogsheads of Porter four Casks
of Beef and four Barrels of Pork four Hogsheads Vinegar Nine marked and
Numbered as in the Margin and are to be Delivered in like Order and
Well Conditioned at the aforesaid Port of Prince of Wales Island (the Dangers of the
Only excepted) unto Mr Thomas Leighton or to his Assigns he or they Paying
Freight for the said Goods with Primage and Average Accustomed. In Witness
Whereof the Master or Purser of the said Ship hath affirmed to three Bills of Lading
all of this Tenor and Date; the One of which being Accomplished the Others
Stand Void. Dated at Madras the Nineteenth Day of August 1789

Joaquim Joze Coimbra

Alm. Copy
T. Leytham

Mayor's Court
Madraspatnam

{ Tuesday 22d December
Anno Domini 1789

Present

Vincentio Corbett Esquire Mayor
William Webb and Andrew Ross
Aldermen

Between Charles Lovejoy Douglas of the City of Lisbon in the Kingdom of Portugal
Merchant Plaintiff Attorney Mr Hall on behalf of
himself and Joaquim Joze Coimbra
Dominga de Albano Defendant

Merchants and Copartners and
als late of the said City of Lisbon
Merchants Complainants and
Charles Lovejoy Douglas at Present
of Madras Merchant Defendant

This Cause coming on to be heard and Debated
this Day in the Presence of the Attornies on both Sides on Reading the Com-
plainants Bill with Copies of three Exhibits Nos 1, 2 & 3 Annexed
The Affidavit of Custodia Ferreira, The Defendants Answer with
Copies of an Account Current and a Bill of Lading Annexed On Hearing
the Pleadings Made Use of by the Attornies and Due 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 Complai-
nant the Full and Just Sum of One Thousand Six Hundred and Eighty
Eight Pagodas Twenty Five Fanams and Sixty Cash (Pags 1688.25.60)
being so Much Acknowledged by the Defendant in his Answer to be Due
unto the Complainant 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

Allan

Fad 26th June 1790

To the Honble the Mayor's
Court Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators Muttayanmmal Widow Chilly and Chinny Sadasiwah Merchts of Madras Inhabitants That Menanchey Ummah and Loonya Moorthy of the same Place Inhabitants Stand Justly and Truely indebted unto Your Orators in the Full and Just Sum of Two Hundred and Seventeen Star Pagodas Four Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Eighty Six Pounds Sixteen Shillings and Eight Pence or thereabout as Appears Particularly and at large Appear by the Copies of an Account Current and a Mortgage Bond hereunto Annexed for the Inspection of this Honble Court Which Your Orators pray may be Admitted as Part of this their Bill of Complaint the Originals of which are in Your Orators Possession and Ready to be Produced Whereupon this Honble Court shall be Requested and Your Orators further Humbly Pray this Honble Court That they may Frequently and Instant Annual Payments be Decreed to pay unto Your Orators the Said Sum of Two Hundred and Seventeen Star Pagodas Four Fanams and Forty Cash from the said Menanchey Ummah and Loonya Moorthy

To the End Therefore that the said Menanchey Ummah and Loonya Moorthy May upon their Corporal Oaths full True and Perfect

733

Answer Make to all and Singular the Matters and Things herein before set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the Same were herein again Repeated and Particularly Interrogated and that they may be Decreed to pay unto Your Orators the Aforesaid Sum of Two Hundred and Seventeen Star Pagodas Four Fanams and Forty Cash with all Such Interest as now is or shall hereafter become Due thereon and all Costs of this Suit

May it Please this Honble Court to Cause the said Menanchey Ummah and Loonya Moorthy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts Thereof Personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed Then and There to Answer this Your Orators Bill of Complaint and further to Stand to and Abide by Such Order and Decree Therein as to this Honble Court Shall seem Meet

P. Walker
Attt for Compt

Fort St George
26th June 1790

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

Jas Call
Senr Alderman

Know all Men by these Presents that we Meenau-
chey and Soonya Moorthy of Madras are Jointly and
Seperately Held and firmly bound unto Margapooram
Mootoo Chitty and Chinny Sadashwah Moodeliar of the
same place in the Penal Sum of Three hundred and Ninety
Star Pagodas to the Payment whereof well and truly to be
made to the said Margapooram Mootoo Chitty and Chinny
Sadashwah Moodeliar or either of them their Heirs Executors
Administrators or Assigns we do hereby bind Ourselves our 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 Hands and
Seals in Madras this Fourteenth Day of July in the year
One Thousand Seven Hundred and Eighty Nine

Whereas the above bound Meenauchey and Soonya
Moorthy Jointly and Seperately as aforesaid have borrowed and
Received of the above named Margapooram Mootoo Chitty and
Chinny Sadashwa Moodeliar the full and Just Sum of One
Hundred and Ninety five Pagodas Current Money of Madras
to Run at Interest at the Rate of Twelve per Cent per
Annum Payable on demand and for better Securing the Payment
of the above with Interest the said Meenauchey and Soonya
Moorthy does hereby Mortgage and Assign over to the said
Margapooram Mootoo Chitty and Chinny Sadashwa
Moodelliar or their Assigns a House and Ground Situated
at Pedda Naicks Pettah in Lapiahs Lane in Cair of
Tailore

Meenauchey Moorthy Chinny Sadashwah Moodelliar Dr.

1790 June 9th	By Ballance due this day		195 "
	Pagodas	195	40

Margapooram Mootoo Chitty Cr.

1790 July 14th	To Amount of your Mortgage Bond Date this day		195 "
	To Interest on Do to this day as Pr. Contract		22 40
	Pagodas	217	40

Errors Excepted
Madras 14th July 1790
Jno Bagshaw

Failure of Payment Whereby we engage Ourselves to Sue in the Stamp'd the Mayor's Court and Answer with Cost of the Suit.

Now the Condition of this Obligation is such that if the above bound Mounachy and Soonga Moodelly or either of them their Heirs Exors Executors Administrators or Assigns shall well and truely Pay or Cause to be paid unto Sharga Pooram Modeliar Chitty and Chinny Sadasheva Moodelliar their Heirs Exors Executors Administrators or Assigns the full and Just Sum of One hundred and Ninety five 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

Mayor's Court at Madraspatnam } Tuesday the 29th Day of June Anno Domini 1790

Present

Wm James Esqr Senior Alderman
John Mitford and James Innes
Esqrs Aldermen

Between Sharga Pooram Modeliar Chitty and Chinny Sadasheva Moodelly of Madras Inhabitants Complainants and Mounachy Ummah and Soonga Moorthy of the same place Inhabitants Defendants.—

The Defendant Soonga Moorthy 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 Soonga Moorthy shall pay unto the Complainant the full, and Just Sum of Two Hundred and Seventeen Pagodas Four Fanams and Forty Cash / Pagodas 217, 4, 40. / 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 the 15th May 1790.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Sadanga Patniam Venaigum Modelliar of Madras Inhabitant by his Attorney Dennis Brandon of the same Place Inhabitant That Vondeya pah Rungayengar, Kishnyengar, Nursumpaikam Ramanjyengar, Pillaipaikam Vencatachella Iyengar, Woraigatum Thandhyengar, and

and Voorooly Annasawmy Iyengar Inhabitants of Madrass Merchants
Subjects and Truly and Justly entitled unto your Orator in the
full and Just Sum of Four hundred and Sixty five Star
Pagodas and Thirty four fanams Current Money of Madras making
in Sterling Money of Great Britain the Sum of Eight
Shillings for every Pagoda the Sum of One hundred and Eighty
Six Pounds Six Shillings and Four Pence Sterling Besides Lawful
more particularly and at large appears by the Bonds or Securities
Current and an Assignment thereunto Annexed for the Conveyance
of this Honble Court to which your Orator prays may be Admitted
as part of this his Bill of Complaint the Originals of which
are in the Possession of your Orators Attorney and Ready to be
produced whereupon this Honble Court shall Require and your
Orator further Sheweth unto this Honble Court that the said
frequently and in an Amicable manner Requested Payment of the
said Sum of Four Hundred and Sixty five Star Pagodas and Thirty
five Fanams from the said Vandyapa Rungayengar Kishnyengar
Aurumpaukam Ramanjyengar Pillapaukam Vencatachella Iyengar
Woragatum Shaulthyengar and Voorooly Annasawmy Iyengar

But now so it is May it Please this
Honble Court the said Vandyapa Rungayengar Kishnyengar
Aurumpaukam Ramanjyengar Pillapaukam Vencatachella
Iyengar Woragatum Shaulthyengar and Voorooly Annasawmy
Iyengar Obstinately and unwillfully Refuse to Pay the same
or to give your Orator any Manner of Satisfaction touching
the premises your Orator therefore prays a Writ of Subpœna
such as to this Honble Court shall appear Agreeable to Equity
and good Conscience to the End therefore that the said
Vandyapa Rungayengar Kishnyengar Aurumpaukam Ramanjyengar
Iyengar Pillapaukam Vencatachella Iyengar Woragatum
Shaulthyengar and Voorooly Annasawmy Iyengar

Their Corporal Oaths full true direct and perfect Answer make
to all and Singular the Matters and Things herein before Set forth
and Alledged as fully truly and Effectually to all intents and
Purposes as if the same were herein again Repeated and Particularly
Interrogated and that they may be Decreed to Pay unto your
Orator the aforesaid Sum of Four hundred and Sixty five Star
Pagodas and Thirty five 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 Vandyapa Rungayengar Kishnyengar Aurumpau-
kam Ramanjyengar, Pillapaukam Vencatachella Iyengar Wora-
-gatum Shaulthyengar and Voorooly Annasawmy Iyengar to be
Summoned and Required by the Sheriff of Fort Saint George
Town of Madraspatnam and the districts thereof Personally to
be and Appear before this Honble Court at a Certain time and
Place to be by this Honble Court prefixed and Appointed then
and there to Answer this your Orators Bill of Complaint
and further to stand to and Abide by such Order and Decree
therein as to this Honble Court shall Seem Meet —

Fort Saint George
15th May 1790

L. Walker
Advt for Compt.

This Bill was shewn to me in the days of
Adjournment and the Complainant having Sworn
to the Justness of his Demand and that he hath
Reason to believe the Defendants will Abscond on
hearing a Bill of Complaint is filed against them
Let a Summons issue Returnable immediately and a
Warrant of Arrest issue thereon — Vin.o Corbett
Mayor

Pr. Vizeadigapatam Rungayengar Mudhiengar Ramanjengar Ramanjengar Srirangam Ramanjengar Srirangam Ramanjengar Srirangam

do the make Constitute and Appoint the said Dennis Cuenden his Heirs Executors Administrators and Assigns his true and Lawfull Attorney or Attornies irrevocable for him and in his Name and in the Name and Names of his Heirs Executors Administrators and Assigns but for the Sole and Benefit and Comfort of the said Dennis Cuenden his Heirs Executors Administrators and Assigns to Ask Require Demand and Receive of the said Vandeyapah Rungayengar Rishnyengar Auremspaulam Ramanjyengar Pillaspaulam Venatachella Iyengar, Woragatum Shawshyengar and Voorly Annasawmy Iyengar their Heirs Executors and Administrators the Money Due and which may become due on the said Account Current and Bond or Obligation and on non Payment thereof the said Dennis Cuenden his Heirs Executors Administrators and Assigns to Sue for and recover the same and on Payment thereof to deliver up and Cancel the said Account Current and Bond or Obligation and give Sufficient Releases and Discharges therefor and One or more Attorney or Attornies under him to make Constitute and Appoint and whatever the said Dennis Cuenden or his Attorney or Attornies under him shall Lawfully do in the Premises the said Sadringapatnam Venaigum Moodelliar doth hereby allow and Affirm and the said Sadringapatnam Venaigum Moodelliar doth Covenant with the said Dennis Cuenden that he the said Sadringapatnam Venaigum Moodelliar hath not Received nor will Receive the said Sum due or to become due on the said Account Current and Bond or Obligation or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own and allow of all Lawfull Proceedings &c

the Recovery Whereof he the said Dennis Cuenden Saving the said Sadringapatnam Venaigum Moodelliar harmless of and from any Costs that may happen to him thereby

In Witness Whereof the said Sadringapatnam Venaigum Moodelliar hath hereunto Set his Hand and Seal in Madras this Thirteenth Day of May in the year One Thousand Seven Hundred and Ninety

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

Attne Ecopy
J. Walker
Atty for Compt.

Filed the 15th May 1790.

In the Hon'ble the Mayors Court at Madraspatnam

Between Sadringapatnam Venaigum Moodelliar of Madras Inhabitant by his Attorney Dennis Cuenden of the same place Inhabitant Complainant and Vandeyapah Rungayengar Rishnyengar Auremspaulam Ramanjyengar, Pillaspaulam Vincatachella Iyengar Woragatum Shawshyengar and Voorroly Annasawmy Iyengar, Nattavars of Shanemungalum Taluk Defendants

The Affidavit of Dennis Cuenden the above named Complainant

This Deponent Maketh Oath and Saith that

Viz.t Vendigapa Rungayengar Seshengar Narrumpundam Ramanjengar Pettapaulam Venkatachella Iyengar Veraga-
=galum Thauthyengar and Veerooty Annasawmy Iyengar the above Named Defendants Lawful Surety and Surety Indicted unto this Deponent in the Full and Just Sum of Four Hundred and Sixty five Star Pagodas and Sixty five Fanams Current Money of Madras and this Deponent for the Mahelle Costs and Suits that he hath Reason to believe the Defendants will Attend on hearing of Bills of Complaint is filed against them.

Fort St. George
15th May 1790

Dennis Cowden

Sworn to Before the
Vinc.t Corbett
Mayor

Mayor's Court at Madraspatnam } Tuesday the 6th Day of July Anno Dominie 1790

Present

Vincentio Corbett Esquire Mayor
Andrew Ross - James Lawton
and
John Mitford - Aldermen.

Between Sadrangapatnam Veeraiyan Modeliar of Madras Inhabitant by his Attorney Dennis Cowden of the same Place Inhabitant Complainant and Vandigapatta Rungayengar, Seshengar, Narrumpundam Ramanjengar, Pettapaulam Venkatachella Iyengar Veragatum Thauthyengar, and Veerooty Annasawmy Iyengar, Nattavars of Thanemun=galum Taluk Defendants.

It Appearing by the Records of this Court that the Usual Rules have been issued for the Defendant Seshnayengar 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 Seshnayengar shall pay unto the Complainant the full and Just Sum of Four Hundred and Sixty Five Pagodas and Sixty Five Fanams / Pagodas 465. 45. " / together with alle such Interest as now is or shall hereafter become due thereon untill full payment is made also alle Costs of this Suit.

Teste

Filed in Court the 29th June 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator John Tullok of Fort Saint George Merchant that Julius Griffiths late of Madras Inhabitant stands justly and truly indebted

inclusive unto your Orator in the Sum and just Sum of Three Thousand One Hundred and Sixty Nine Pagodas Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings per any Pagoda the Sum of One Thousand Two Hundred and Sixty Seven Pounds Twelve Shillings or Thereabouts as will more fully and at large Appear by the Copies of a Certain Mortgage Bond or Obligation a Schedule of Goods and Securities and an Account Current hereunto Annexed for the Satisfaction of This Honble Court which your Orator prays may be admitted as part of this your Orators Bill of Complaint the Originals whereof are in your Orators Possession and Ready to be produced 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 the Payment of the said Sum of Three Thousand One Hundred and Sixty Nine Pagodas

But now so it is May it please this Honble Court that the said Julius Griffiths 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 as to This Honble Court shall Appear agreable to Equity and good Conscience To the End therefore that the said Julius Griffiths may in his Own Proper Person full true direct and perfect Answer make to all and Singular the Matters and things hereinbefore Exhibited and Alledged as fully truely and effectually to all Intents and Purposes as if the Same were hereagain Repeated and particularly interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Three Thousand One Hundred and Sixty Nine Pagodas together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Julius Griffiths 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 prescribed and Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem meet

Fort St George
June 26th 1790

G. Chalmer
Attor for Compt

This Bill was Shewn to me
between the days of Adjournment
Let a Summon issue Returnable
on Next Court Day

Know all Men by these Presents that I Julius Griffiths of Madras Merchant am held and firmly bound unto John Sullok Esqr of the same place in the penal Sum of Six Thousand Star Pagodas to the payment whereof well and truly to be made to the said John Sullok his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Madras this Twelfth day of January in the Year One Thousand Seven Hundred and Ninety

Star Pagodas
6000
3000

Whereas the above bound Julius Griffiths hath borrowed and Received of the above named John Sullok the full and just Sum of Three Thousand Star Pagodas to Him at Interest at the Rate of twelve per Cent per Annum and Payable on Demand and for the better Securing the Payment thereof the said Julius Griffiths doth hereby Mortgage to the said John Sullok the several Goods Furniture Effects & Stock contained in a Certain List hereunto Annexed Subscribed with the Signature of the said Julius Griffiths —

Now the Condition of this Obligation is such, That if the above bound Julius Griffiths his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto John Sullok his Heirs, Executors, Administrators or Assigns the full and just Sum of Three Thousand Star Pagodas together with such Interest as shall or may become due thereupon from time to time this Obligation to be void and of no Effect otherwise to continue in full force and Virtue. —

Signed Sealed and Delivered
before no Stamps Paper is to be
had in the Presence of (Signed) Hugh Boyd
(Signed) B Satchell

(Signed) Julius Griffiths
true Copy
G Chalmer
Clerk for Compt

List of Goods and Effects of Julius Griffiths of Madras Merchant mortgaged to John Sullok Esquire of the same place as collateral Security for the payment of the Sum of Three Thousand Star Pagodas One Garden House Subject to a prior Mortgage of two Thousand Star Pagodas with interest due since the 1st of Novr 1789

Twelve Globe Lamps and sundry Glass ware four Shades &c &c
Two Looking glasses
Twenty Pictures in Gilt frames
One large new writing desk
One Japan dressing Table
Four Cots or Bedsteads
Sundry Liquors and every other Article of which I am this day possessed and placed in the above mentioned Garden House
Three Chests of Small Looking glasses adapted to the Pegu market
One Chest of Brass Foil
Six black wood Chairs
China &c &c &c

6th Day of June 1790

(Signed) Julius Griffiths

true Copy
G Chalmer
Clerk for Compt

Dr. Mrs Julius Griffiths in Account Current with John Tulloh Esqr Cr.

1790				1790			
Janry	16th	To Amount of your Mortgage Bond of this date	3000 " "	June	25th	By Balance due to this day	3169 " "
June	25th	To Interest on Ditto to this date being 5 Months 19 Days @ 12 P Ct P Annum	169 " "				
			Pagodas 3169 " "				Pagodas 3169 " "

Fort St George
25th June 1790

Errors Excepted
for Signed John Tulloh
Chas Ely Graham

To the Honble Christian Frederick Pohlmann Esqr Mayor of the Mayor's Court of Madrasptam or any other Attorney of the said Court

Greeting

Whereas we have Authorized and Appointed you or either of you jointly or severally to Appear for me Julius Griffiths & Plaintiff in an Action of Assumpsit and to Compel performance of certain Agreements the debt or sum of Pagodas three thousand one hundred & sixty nine and Interest thereon from the 25th day of June 1790 to the day of Payment & reasonable Costs of Suit as in that behalf Limited by the Rules of the said Court or any other Rule or Rules made for the same Place Provided nevertheless that if the said Julius Griffiths do & shall within the Time Limited by the said Rules for the Filing a Declaration in the said Action of Assumpsit Enter into a Bond with Two sufficient Sureties in the Penal Sum of Pagodas Six thousand Conditioned for the Payment of the Debt and Interest aforesaid, and Costs of Suit, or Notice in Writing of Bail having been given to the Plaintiff's Attorney of Record that the said Julius Griffiths hath Appeared in the Court of Requests for the Recovery of the said Debt and Costs, then this Warrant to be void & of none Effect.

Witness Thomas Hall Esqr Mayor of Madras aforesaid the Twenty Fifth day of June in the Year of our Lord One Thousand Seven Hundred and Ninety

Signed Sealed and Delivered
in the Presence of
Mayors Court
Madras

Julius Griffiths (L.S.)

Mayors Court at Madraspatnam } Tuesday the 6th Day of July Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Andrew Ross - James Landon
and John Mitford - Aldermen

Between John Tulloh of Fort Saint George Merchant Complainant and Julius Griffith of Madras Inhabitant Defendant

The Defendant by his Attorney Mr Henry Dudney being in Court and Acknowledging the Service of the Complainants Demand 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 Nine Hundred One Hundred and Sixty Nine Pagodas / Pags 3169...../ together with all such Interest as now is or shall hereafter become due thereon until full payment be made as also Costs of this Suit.

Filed 24th May 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Thomas Davies of Madras Inhabitant that George Adamson also of the same Place Inhabitant and Taylor Stands justly and Truely Indebted unto your Orator in the full and just Sum of One Hundred and Thirty One Star Pagodas Fifteen 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 Fifty two Pounds and Ten Shillings or thereabouts as will more Particularly and at Large appear by the Copies of Two Several Bill of Particulars 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 being in your Orators Attorneys Possession and Ready to be produced whenever this Honble Court shall Require and your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said George Adamson of the said Sum of One Hundred and Thirty One Star Pagodas Fifteen Fanams and Forty Cash

But Now so it is May it Please this Honble Court the said George Adamson obstinately and Wilfully Refuses to Pay the same or to give your Orator any Manner of Satisfaction Touching the Premises your

Orator

Order thereon for Levy General Relief Such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End thereon that the said George Adamson May upon his Corporal Oath fully plainly and Perfect Answer Make to all and Singular the Matters and things herein before Articled and Alleged as fully truely and effectually to all Intents and Purposes as if the same were Severally again Repeated and Particularly Interrogated and that he May be Decreed to Pay unto your Petr the aforesaid Sum of One Hundred and Thirty One Star Pagodas fifteen 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 Grant

the said George Adamson to be Summoned and Attended 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 there and there to Answer this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

Fort Saint George May 1793 J. Chalmer

Atty for Compt.

This Petition to Answer time

in the Days of Adjournment

Let a Summons Issue and Returnable

on Next Court Day Hen. Corbett

Mayor

Mr. Adamson Dr.

March	12	To 2 Pieces Canton Cloth	12	" "
	30	To 7 D° Lutestring	77	" "
		3 D° Farcenet	24	" "
		3 D° Black Demoty Silk	45	" "
		5 Yeard Velvet @ 1 3/4 Pags p Yeard	8	33 "
		1 Piece Lynshaws	9	" "
		Pags	175	33 "
		To Amount of Feby Bill brought forwd	92	" "
		Pagodas	267	33 "
July	12	By Cash Received in Part Pagodas	100	" "
	24	By D° D° D°	100	" "
		By Ballance due	67	33 "
		Pagodas	267	33 "

Fort St. George 24th July 1793 E. E. Excepted p Thos. Davies

a true Copy J. Chalmer atty for Compt.

Mr. Adamson Dr.

Jany	12	To 2 Pieces Flanel	5	" "
	15	To 1 D° D°	2	22 "
	16	To 1 D° Blue Ribbon N° 6	1	" "
		1 D° Flanel	2	22 "
		1 D° Lambskin	3	" "
	22	To 1 Dark Green Lining Silk	7	" "
		1 Silver Snuff Box	3	22 "
	23	To 1 Stone Beard N° 3	1	" "
		1 Silk mugs 3 wax Sett	1	33 "
	30	To 1 Tub Sugar Candy N° 2	8	22 "
Feby	13	To 1 Silk Embroidered Waistcoat	6	22 "
		1 D° Ditto D°	1	22 "
		1 D° Ditto Ladies D°	6	" "
		1 Cloth D° Gentlemen D°	5	" "
		1 Piece Black narrow Damity Silk	15	" "

Mayor's Court at Madraspatnam } { Tuesday the 6th Day of July Anno Dominii 1790

Present

Vincentio Corbett Esquire Mayor
Andrew Ross - James Landon
and John Mitford - Aldermen

Between Thomas Davies of Madras Inhabitant Complainant and George Adamson also of the same Place Inhabitant & Taylor Defendant.

It Appearing by the Records of this Court that the Usual Writs 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 the Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Full and just Sum of One Hundred and Thirty One Pagodas Fifteen Fanams and Fort Cash [Pagodas 131. 15. 40] together with all such Interest as Law is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.—

Pagodas. 74. 10 40

Fort St George
the 20th May 1790

E Chalmer
Atty for Complt

Dr Mr George Adamson in Acct Current with Mr Thos Davies Cr

1789 July	25th	To the Amount of your Bill of this Date	67	20	1789 July 24th	By 3 Mattrasses Purchased of you at 5 Pagodas each	15	
1790 March	1st	To Ballance of Bill	74	10	40	By Ballance	2	15
May	20th	To Interest on the above Sums to this Day @ 12 p Cent p Annum on 67 35 = 22 25 / on 74 10 40 = 2 20 135	2	15		By Cash Recd of the Defendant	17	20
						By Ballance due	19	40
		Pags	150	40			104	12 40
						Pags	150	40

Fort St George
the 20th May 1790

E Chalmer
Atty for Compt

Filed 26th Novr 1759

To the Worshipfull the Mayors Court at Madras Fort Saint George

Humbly Complaining Sheweth unto this Worshipfull Court your Orator Charles Barkley late of Joseph Hearnshaw and Francis Glaus of Fort Saint George Esquire That Thomas Umpherston also of the same place Merchant Stands justly and truly indebted unto your Orator in the Sum of Two Hundred and fifty nine Star Pagodas Thirty four fanams and five Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Three Pounds and five Shillings as will more fully and at Large Appear by the Copies of the Account Current and a Power of Attorney herewith annexed for the Inspection of this Worshipfull Court and which your Orator Prays may be Admitted as part of this his Bill of Complaint the Original of which are in your Orators Attornies Possession and Ready to be Produced whenever this Worshipfull Court Shall Require and your Orator further Sheweth unto this Worshipfull Court that the said Thomas Umpherston and in an Amicable Manner Requested Payment from him and Thomas Umpherston of the said Sum of Two hundred and fifty Nine Star Pagodas Thirty four fanams and five Cash. But now so it is Please this Worshipfull Court the said Thomas Umpherston Obstinately and wilfully Refuses to Pay the same or any part thereof to your Orator or any Manner of Satisfaction Touching the Premises your Orator therefore Prays a General Relief such as to this Worshipfull Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Thomas Umpherston May upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were hereagain Repeated and Particularly Interrogated and that he may be Decreed to Pay unto your Orator the aforesaid Sum of Two hundred and fifty nine Star Pagodas Thirty four fanams and five 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 Worshipfull Court to Cause the said Thomas Umpherston 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 Worshipfull Court at a Certain time and Place to be by this Worshipfull 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 Worshipfull Court Shall Seem Meet.

Fort St George
this 26th Novr 1759.

J. Chalmer
Atty for Compt.

This Bill was Shewn to me
In the Days of Adjournment
Let a Summon Issue Returnable
Next Court Day

Wm Webb
Mayor

Know all Men by these Presents that I Thomas Umpherston of Fort St George Esqr am held and firmly bound unto
532 22 "
279 44 Charles Baker of the same place Esqr in the Sum of Pagodas Two hundred and seventy nine and forty four
and a half to the payment whereof 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 28th day of July 1739

The Condition of this Obligation is such that if the above bounden Thomas Umpherston his Heirs Executors
or Administrators do and shall well and truly pay or cause to be paid unto the above named Charles Baker his
Executors Administrators or Assigns the full and just Sum of Pagodas Two hundred and seventy nine and forty
four and a half on demand 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

Sign'd Seal'd and Deliver'd in the Presence of
Thomas Umpherston
Wm Hamilton Stamp Master Fort St George
Jno Eyre Attorney at Law
Jno Cleveland

Received the full Contents of the above Bond
Thomas Umpherston

Dr Thomas Umpherston in Account Current with Chas Baker Esqr Cr

1739					1739				
July	28	To the Amount of your Bond bearing Date this Day	279	44 "	July	28	By Cash Received	29	44 "
1739					1739				
Nov.	25	To Interest on Do from 28th July 1739 to this Day is 3 Mo 27 Ds @ 12 ₱ Ct ₱ annum	10	40 5	Nov.	25	By Interest on Do from 28 July 1739 to this Day is 3 Mo 27 Ds @ 12 ₱ Cent	1	6
								30	17 "
							Balance due	259	34 6
		Pagodas	290	6 5			Pagodas	290	6 5

Fort St George
25th Nov. 1739
Errors Excepted
Per Franl Lautour
Atty for Mr Charles Baker
A true Copy
G Chalmer
Atty for Compt

Know all Men by these Presents that I Charles Baker of Fort Saint George Merchant do Depart for Europe have made ordained Nominated Authorized and Appointed and by these Presents do make Constitute Ordain Nominate Authorize and Appoint Joseph Baker Esquire Lieutenant Colonel Moorhouse and Francis Fowler Esquire to be my true certain and Lawfull Attorneys for me and in my Name and to and for my Proper Use and behalf to Demand Levy sue for recover and Receive by all Lawfull ways and Means whatsoever of and from all and every Person 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 Charles Baker 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 for me and in my Name to sue to Implead and Bring to a Reckoning all or any Person or Persons concerned in the Premises and upon Arrest 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 in and touching the Premises to Sue Prosecute Arrest Attach Sue Prosecute Implead Imprison Condemn and Execute and after and many again to Acquit Discharge and out of Prison to

for me to Appear and my Person to Represent in all or any Court or Courts or other Places as Demandant or Defendant in any Suit Action or Appeal for or by Reason of the Premises Likewise one or more Attorneys under him to Set Substitute and Appoint and again at Pleasure to Revoke and Generally to do Act and Perform all other Matter and Things in and towards the Premises Requisite and Necessary as fully as I myself might or could do were I Personally present and I do hereby Ratify and Confirm all and Singular whatsoever my said 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 and Seal in Fort Saint George aforesaid this Sixteenth Day of February 1789.

Signed Sealed and Delivered — Chas. Baker (L.S.)

where no Stamps Paper is to be had

in the presence of

Willm. Boggie
Bala Chitty

A true Copy
G. Chalmer
Atty for Compt.

Filed the 9th of February 1790.

The Answer of Thomas
Hemphreston of Atlantic County
Defendant to the Bill of Complaint
of Charles Pitney Esqr Attorney
General Thomas and Francis Scudder
of Port Royal George Gentleman.

This Defendant now and at all
times hereafter Saving and Reserving to himself all and all manner
of benefit and Advantage of Exception to the many Errors
uncertainties Insufficiencies and Imperfections in the Complai-
-nants said Bill of Complaint contained for Answer thereunto
or unto so much thereof as this Defendant is advised is mate-
-rial or Necessary for him to make Answer unto He this Defen-
dant for Answer unto the said Bill Saith He denies to stand indebt-
-ed to the Complainant in the Sum of Two Hundred and
fifty Nine Pounds Eight Shillings Four Farthings and so the Bill
is vaguely Charged He denies the said Bill of Complaint
and the Account Current thereunto Annexed and that
he may have received the Said Sum of which is mentioned
to the Complainants said Bill of Complaint to be received
admit that he is indebted in the Amount Specified
admits that he is indebted unto the Complainant in the
Sum of Two Hundred and Eighty Seven Pounds Eight Shil-
-lings and Five Farthings as Appears by an Account
Current Copy of which is hereunto Annexed for the
of that Middle Part to which this Defendant

To the Hon^ble the Mayor's Court at Madrass Patnam

Between Pauriapatnam Comaroo Sammy Complainant and Henry Norris & Eccles Nixon Defendants

To James Hugo Hall Esquire Atty for Defendants

Sir

Please to withdraw the above Suit from the Mayor's Court at Patnam Madrass with the Defendants

I am Sir

Your Most Obed^t and humble Servt

P. Comaroo Sammy

Madras
20th March 1790