25,000—4-5-32.

Block	7
Rack No.	
Shelf No.	
Serial No.	58
General No.	

Filed 13th April 1790.

The Replication of Charles Baker by his Attornies Joseph Moorhouse and Francis Lautour of Fort Saint George Esquires Complainant to the Answer of Thomas Hempherston of Madras Inhabitant Defendant.—

This Repliant 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 Repliant 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 Repliant Replied unto for Divers Manifest Imperfections and Uncertainties therein Contained the Benefit of Exceptions Whereunto, being now and at all times Saved to this Repliant And for further Replication This Repliant by his said Attornies say That the Conduct of the Defendant in Attempting to introduce Certain Charges in Opposition to a Bond legally executed by them evinces a degree of Litigious Dishonesty which Calls aloud for the Reprehension of this Honble Court This Repliants said Attornies say they

Are unacquainted with the Dealings which existed between the Defendant and their 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 That He made it a point always to discharge his Tradesmens Bills and therefore They cannot Harbour a doubt that if the Articles charged in the Defendants Account Current were purchased by him, that They were also paid for, which matter Clearly Appears to have been the Case from the Circumstance of the Defendant having Executed his Bond for a Specific Sum which he no doubt was Perfectly Conscious of being due And this Repliant by his said Attornies deny That he departed Suddenly from the Settlement as the Defendt has falsely Asserted in his Answer On the Contrary the Repliants intention to depart for Europe was well known for Many Months before He embarked and Particularly so from the Circumstance of this Repliant having declined taking any new business in the way of his profession for a Considerable time previous to that Period and therefore the Reason on that behalf given by the Defendant for not having his Accounts Ready Is altogether Vexatious and impertinent being Solely Calculated to mislead this Honble Court and to defraud this Repliant out of his Well founded Claim Arising upon a Bond duly Executed by the Defendant —

All which Matters and things this

Repliant

Repliant is Ready and willing to aver Maintain and Prove as this Honble Court shall Direct and most Humbly Prays as in and by his said Bill of Complaint he hath already Prayed —

J. Chalmer

Attv for Respt

Filed 1st 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 Garrow — Andrew Ross

and

John Mitford — Aldermen

Charles Baker by his Attornies Joseph Moorhouse and Francis Lautour

vers

Thomas Umpherston

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

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 Honble The Mayors Court at
Madraspatnam

Between Charles Baker
by his Attornies Joseph Morhouse
and Francis Lautaur Complainant and
Thomas Umpherston Defendant

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

This Deponent maketh Oath and Saith
that he did Personally serve the above named Defendant
with a Copy of the Within Extract from the Minutes of
this Honble Court. — Thomas Jones.

Sworn to in Court
this 1st June 1790
G. Taylor
Regr.

Filed 15th June 1790

Extract from the Minutes of a Court Held
at the Town Hall on Tuesday the 8th Day
of June Anno Domini 1790

Present

Vincentio Corbett Esqre Mayor
Josias DuPre Porcher Andrew Ross
and James Landon Aldermen

Charles Baker by his Attornies Joseph Morhouse and
Francis Lataur
vers
Thomas Umpherston

Ordered that this Cause do come on to be Heard
on Tuesday Next - and as there is no Attorney for the
Defendant Ordered that the Complainant do Serve him
with Notice of hearing of which Service Affidavit
is to be made. —

A true Extract
G. Taylor
Regr.

In the Honble the Mayors Court at Madraspatnam

Between Charles Baker by his Attornies Joseph Moorhouse and Francis Latour Complainant and Thomas Umpherston Defendant —

The Affidavit of John Scawen One of the Serjeants of this Honble 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 Honble Court — John Scawen

Sworn to in Court
this 15th June 1790.
J Taylor
Regr

Mayor's Court at Madraspatnam } { Tuesday the 6 Day of July Anno Dominii 1790

Present

Vincentio Corbett Esquire Mayor
Andrew Ross - James Landon and John Mitford Aldermen.

Between Charles Baker by his Attornies Joseph Moorhouse and Francis Latour of Fort Saint George Esquires Complainants and Thomas Umpherston also of the same Place Merchant Defendant —

This Cause Coming on to be heard and Debated this Day in the presence of the Attorney for the Complainant / the Attorney for the Defendant having declined acting / On Reading the Affidavit of John Scawen of Service of Notice of Hearing, the Complainants Bill with Copies of a Bond an Account Current and a Power of Attorney Annexed The Defendts Answer with Copy of an Account Current Annexed, The Replication On Hearing the pleadings made use of by the Attorney for the Complainant and on due Consideration had Thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and Thirty Seven Pagodas Thirty One Panams and five Cash / Pagodas 237, 31, 5. / being the Amount Acknowledged to be due to the Complainant by the Defendants Answer together with all such Interest as now is or shall hereafter become due thereon untill full payment is made and it is further Ordered and Decreed that each Party do Pay their own Costs. —

Taylor

Translation of a Bond Dated 21st Maurgaly of Palavanga year Answering to Anno Domine 1st January 1788.

I Dassanna Vencatapaty do give this bond to Moonala Vencatachela Naick that is to say.-

In Consequence of my urgent Occasion 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 on or before the 30th Gumgeenger 10th April Next with all such Interest as shall or may become due thereon at the rate of 12 ℘ Cent ℘ Annum Indefault of which you are hereby empowered to Recover it by prosecuting Me in the Hble the Mayors Court Thus I have given you this Bond with my free will and Consent Witnesses Salakutty Chenglevarayadoo and Naugalla Colliah by their knowledge this Bond was Drawn by Baiea-nauty Rungasauye-

Witnesses Signed
Chenglevarayadoo
Naugalla Colliah

Signed/ Dassanna Vencatapaty

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

Ränganaudom
Interpreter

A true Copy
Jn.o Hamilton
Atty for Compt.

Filed the 14th June 1790

In the Hble the Mayors Court at Madraspatnam

Between Moonala Vencatachela Naick of Madras Inhabitant Complainant and Dassanna Vencatapaty of the same place Inhabitant Defendt

The Affidavit of Moonala Vencatachela Naick the above Named Complainant

This Deponent Maketh Oath and Saith that the above Named Defendant Dassanna Vencatapaty Stands justly and truely 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/ Moonala Vencatachella Naick

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

Ränganaudom
Interpreter

Filed 20th July 1790

In the Honble the Mayor's Court at Madras=
=patnam

Between Moonala Vencatachella
Naick of Madras Inhabitant Complainant
and Dausauna Vencataparty of the
same place Inhabitant Defendant

The Affidavit of John Seawan One of
the Serjeants of this Honble Court

This Deponent maketh Oath and Saith
That he did personally at three Different times Serve
the above named Defendant in Goal with three Rules
issuing out of this Honble Court in the above Cause
Requiring the said Defendant to Answer the above named
Complainants Bill the last of which was a Peremptory
as follows "Further day is given the Defendant till the
"20th Instant to Answer the Complainants Bill
"in default of which Judgment will be given for the
"Complainant Per Cur Signed J. Taylor Regr Seawn
"Hall 1790"

John Seawen

Sworn to in Court
this 20th July 1790
J. Taylor
Regr

Mayor's Court at
Madraspatnam } Tuesday the 20th Day of
July Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Josias Dupre Porcher Andrew Ross
James Amos and Aldermen

Between Moonala Vencatawa=
=chela Naick of Madras Inhabitant
Camplainant and Dausauna Vencata=
=paty of the same place Inhabitant
Defendant

It Appearing by the Records
of this Court that the Usual Rules have been issued for
the Defendant to Answer the Complainants Bill
which he has Neglected doing This Court doth
therefore think fit to Order and Decree and doth
Accordingly Order and Decree that the Defendant
shall pay unto the Complainant the full and
Just Sum of Thirty Five Pagodas / Pag 35 .. .. /
together with all such Interest as now is or shall
hereafter became due thereon untill full payment is
made also all Costs of this Suit

Per Cur

Filed 7th May 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Potty Ramanjalo Chitty of Madras Merchant, Administrator of all and Sundry the Goods Chattels Rights and Credits of Chinnaiyy pilly Iruvoo late of the same 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 in your Orators possession and ready to be produced when required will more fully appear; and your Orator Sheweth that Chinniyy pilly Ragaiah Chitty of the same place Merchant did sometime over 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, Cadjans Writings and other Securities, and your Orator further Sheweth that as Administrator as aforesaid he has frequently and in an Amicable Manner applied to and Requested the said Chinniyy pilly Ragavah 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 Chinniyy pilly Ragavah Chitty, had so unjustly and

and illegally possessed himself of as aforesaid —

But now so it is may it Please this Honble Court the said Chinniyy Ragavah Chitty combining and Confederating to and with divers 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 in its Capacity of Kings Ordinary he alone is entitled to the possession of the Estate and Effects of the said Deceased because he has given in Security for the amount thereof, and is accountable for any Devastavit that may be made therein and this the said Chinniyy pilly Ragavah Chitty well knows to be the truth and Sometimes readily admits, but when he goes out and pretends that he did not possess himself of such Effects of the said Deceased in an improper or illegal manner, but that they came into his Hands and Custody Regularly and lawfully as Son and Heir, but your Orator Charges and so the truth really is that he the said Chinniyy pilly Ragavah Chitty did possess himself of and now detains such the Effects of the said Deceased oppressively and unjustly for that there is not nor does the Law know

of an Heir to the Estate and Effects of an Intestate, when Letters of Administration thereof have been granted to another Person; All which Actings and doings of the said Chinnigypilly Ragavah Chitty are Contrary to equity and good Conscience and tend to the wrong oppression and manifest injury of your Orator as Administrator as Aforesaid in Consideration whereof and for as much as your Orator cannot obtain ample Relief in the Premises without that the said Chinnigypilly Ragavah Chitty be compelled to discover the Several matters within his knowledge relative thereto To the end therefore that the said Chinnigypilly Ragavah Chitty may upon his Corporal Oath full true direct and perfect Answer make to the best of his Knowledge, Remembrance, information and belief to all and Singular the matters and Things hereinbefore Stated and Particularly that he may Set forth and say whether your Orator has not duly obtained Letters of Administration to all and Singular the Goods, Chattels and Rights and Credits of the said Chinnegypilly Tevarroo Deceased and that he may particularly Set forth and say whether he the said Chinnigypilly Ragavah Chitty did not on or about the Month of October in the year of Our Lord One Thousand Seven hundred and eighty Six or at some and what other time possess himself of a considerable part of the Estate of the said Chinnagypilly Tevarroo 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 Chinnigypilly Ragavah Chitty may be Decreed to deliver up to your Orator as Administrator as aforesaid all such Monies Jewels, Bonds, Notes and Cadjan Writings and other the Effects of every Description in his possession and belonging to the Estate of the said Chinnapilly Tevarroo together with all Costs of this Suit.

May it please this Honble Court to Cause the said Chinnigypilly Ragavah 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.

Fort St. George
May 7th 1790

Jno. Hamilton
Atty for Compt.

This Bill was shewn to me
in the days of Adjournment,
let a Summons issue Returnable
Next Court Day. Vin.t Corbett
Mayor

Filed the 18th May 1790

The Demurrer of Chinnagy Pilly Ragavah Chitty of Madras Merchant Defendant to the Bill of Complaint of Pilly Ramanjalu Chitty of the same place Merchant Administrator of all and Sundry the Goods Chattles Rights and Credits of Chinnagy Pilly Jecauroo 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 or any part of the Estate and Effects of the said Chinnagy Pilly Jecauroo Deceased such as monies Jewels Bonds Bills Padjam Muddings and other Securities or 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 Comprized to be true in such Sort Manner and form as therein the same are Alledged or Setforth this Defendant doth Demur and for Cause of Demurrer Sheweth That by a certain Charter Granted at Westminister in 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 then King of Great Britain and Setforth to the Honble the United Company of Merchant of England trading to the East Indies it is amongst other things in and by the said Charter Ordered Directed and appointed that the Mayor and Aldermen for the time being of Madraspatnam aforesaid Should for ever thereafter be and they are thereby Constituted a Court of Record by the Name of the Mayors Court at Madraspatnam and that they or any three or more of them Whereof the Mayor or the Senior Alderman for the time being then Residing there to be one might and they are thereby Authorized to try 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 the party Should by Consent Submit the same to the Determination of the Mayors Court And this Defendant doth aver that the said Complainant is an Indian Native of Madraspatnam and that the said Chinnagy Pilly Jecauroo was in his life time an Indian Native of Madraspatnam and this Deft 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 D

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 or shall be Compelled to make any Answer thereto other 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 Defendant

Filed the 21st day May 1790

The Joinder

of Petty Ramanjalo Chitty Administrator of Chinagypilly Iswaroo Deceased Complainant to the Demurrer of Chinagypilly Ragavah Chitty Defendant.—

This Complainant saith that notwithstanding any thing in the above said Demurrer charged Alledged or Setforth by the said Defendant this 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 Setforth and Charged are good certain and Sufficient in the Law for him the said Complainant to maintain this Suit against the said Defendant which said Matters and Things he is ready and willing to aver and maintain in such manner and form as this Honble Court shall think fit and for Joinder to the said Demurrer this Complainant Saith that the Defendant in Demurring to this Complainants said Bill of Complaint has made use of false pleading in as much as the said Demurrer goes to the Jurisdiction of this Honble Court Whereas the said Defendant Should have pleaded thereto, if he had Sufficient reason for so doing a Demurrer being no more than a kind of pause or Stop put to any Action, and the Scope and intention of the present Demurrer goes to the right of Action of this Complainant and is meant to Operate as a bar thereto and this Complainant for further Joinder saith that the Construction of the Charter Relative to One Native instituting a Suit against another does not apply in the present Case, for this Complainant says that he has brought his 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 he is, and who Demand and Receive from him Sufficient Security for the faithful discharge of the Trust they so delegate to him it is so Laid down in the Books Viz! that where a man dieth intestate, the Ordinaries shall Depute the next 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

shalbe and Cannot, in the same manner as Executors shall Answer, and they shall be Accountable to the Ordinaries as Executors thirty first Geo. Third Chapr. Eleventh and thereupon this Complainant says that no Plea can be offered to an Action brought by 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 in vain for One Native to Administer to the Estate of another if he were so 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 nudum pactum - 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 Judgement of this Honble Court as in and by his said Bill of Complaint he hath already Prayed -

Jno Hamilton
Atty for Compt

Extract from the Minutes of a Court Held at the Town Hall on Friday the 23d Day of July Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
James Call - William Webb
Josias DeBrie Porcher - Andrew Ross
James Landon - John Mitford
Henry Chichley - Michell and James Amos
Aldermen

Potty Ramanjilloo Chitty Administrator of all and Singular the Goods and Chattles Rights and Credits of Chinnagy pilly Swarro Chitty Deceased
Plts
Chinnagypilly Ragava Chitty
Deft

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 that the Pleas made use of by the Defendant in his Demurrer are insufficient to bar the present Action This Court doth therefore think fit to Order and doth accordingly

Order that the Demurrer be thrown out with Costs
and that the Defendant be put upon his Answer
A true Extract

Filed 12th March 1790.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court your Orator Avadanum Pauplah Braming
of Madras Inhabitant that Samuel Johnston now of
Fort Saint Giorge Esquire stands justly and truely
indebted unto your Orator in the full and just Sum of
Fifty Eight Thousand porto novo Pagodas or an Current
Money of Madras the Sum of Fifty Thousand Star
Pagodas and making in Sterling Money of Great Britain
at the Rate of Eight Shilling 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 Messieurs
Balfour Spalding and Colt dated the Twenty fifth day
of January in the present year of Our Lord One Thousand
Seven Hundred and Ninety for the Sum of One Hundred
and Sixteen Thousand porto novo Pagodas payable in two
Months after Sight to His Highness the Nabob Wallajah
Bekhaudar

Bekhaudar or Order for Value Received from Nabar Khan
Bekhaudar and did at the same time write a Letter to the
said Messieurs Balfour Spalding and Colt advising them
thereof as appears by the said Bill of Exchange and Letter
of advice Copies whereof are 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 Originals whereof are in your
Orators possession and ready to be produced when required and
your Orator Sheweth that an Arrangement did take place
for the Convenience 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 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 Bill of Exchange in the Words and Figures
following that is to say Fort St. George 22d February 1790
Received in Part the Sum of fifty Eight Thousand P. Ps.
Transferred to A Pauplah Braming / Signed Mutta Krishna
"P. Ps. 58,000" to which said Transfer and Endorsement 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 excepted of and agreed to by
the Drawees of the said Bill of Exchange will fully
and at large appear by a Letter from Oliver Colt one of
the said Drawees to His Highness Omdat al Omarah

Copy

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 Whereof is in your Orators possession and ready to be produced when required for the said Oliver Colt in the said Letter amongst other things thus expresses himself "Mr. Colt is happy to inform his Highness that the Tannivelly Bill is at last Settled to his Satisfaction Viz.t 50,000 to go into the Companys Treasury tomorrow or next Day by us 50,000 P.s N.o B.s to Bauptiah agreeable to his Highness instruction by Mr. Johnston" and your Orator further Sheweth that the said Samuel Johnston did fully approve of such transfer or Endorsement of the said Sum of Fifty Thousand Porto Novo Pagodas or in 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 and Satisfy the amount thereof and in full proof of such the Approbation of the said Samuel Johnston and of his engagement to pay your Orator the said Sum of Fifty Thousand Star Pagodas. he did write a Letter to your Orator under date the Twenty Second day of February the day on which the said transfer of the said Sum of fifty Thousand Star Pagodas was made and did therein particularly explain and Set forth the Nature of the debt in question and promise to give

his

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 Johnston did in his said Letter Remark was to be understood as a part discharge of his said Bill of Exchange for the said Sum of One Hundred and Sixteen Thousand Porto Novo 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 Orators possession and Ready to be produced when required and your Orator Sheweth notwithstanding the Equity of his Claim on the said Samuel Johnston and Notwithstanding the full admission thereof by the said Samuel Johnston and his Especial promise to pay and discharge the same the said Samuel Johnston has under various pretences evaded and still continues to evade coming to a Settlement with your Orator as Appears by several Letters from him the said Samuel Johnston addressed to your Orator Copies whereof Marked N.o 1 N.o 2 are 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 Originals of which are in your Orators possession and ready to be produced

when

whom Required and your Orator Sheweth that being
desirous of accommodating the said Samuel Johnston
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 a recourse to
a coercive Measures 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
Johnston to pay unto him the said Sum of Fifty
Thousand Pagodas.

But now so it is may it
please this Honble Court the said Samuel Johnston
Obstenately and wilfully refuses to pay the same or to
give your Orator any manner of Satisfaction touching
the premises your Orator therefore prays a General
Relief such as to this Honble Court shall appear
Agreable to Equity and good Conscience To the End
Therefore that the said Samuel Johnston may upon
his Corporal Oath full true direct and perfect Answer
make to all and Singular the Matters and things hereinbefore
before Setforth as fully and particularly as if the same
were hereagain Repeated and particularly interrogated
and

and that he may particularly Setforth Whether he did
not on the Twenty fifth Day of January in the present
Year of Our Lord One Thousand Seven hundred and Ninety
draw a Bill on Messieurs Balfour Spalding and Colt
for the Sum of One hundred and Sixteen Thousand Porto
Novo Pagodas payable in two Months after Sight to
His Highness the Nabob Wallajah Behauder for Value
Received of Nabar Dawn Behauder, Whether the whole
or same and what particular part of the said Sum of
One hundred and Sixteen Thousand Porto Novo Pagodas
has been paid to his said Highness the Nabob Wallajah
Behauder or to his Order, that he may Setforth whether
the Sum of Fifty Eight Thousand porto Novo Pagodas
forming a part of the said Sum of One hundred and Sixteen
Thousand porto Novo Pagodas is not transferred to your
Orator by an Endorsement on the Back of the said Bill
of Exchange; whether such transfer and Endorsement was
not made with the knowledge and approbation of the said
Samuel Johnston Whether the said Oliver Colt One of
the drawers of the said Bill of Exchange did not address
his Highness the Nabob amdat ul omrah Behauder and
particularly Setforth that the said Sum of Fifty Eight
Thousand porto Novo Pagodas a part of the amount
of the said Bill for the said Sum of One hundred
and Sixteen Thousand porto Novo Pagodas was to be paid

to

to your Orator and whether the said Sum of Fifty Eight Thousand Porto Novo 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 therein declare that he would give his Bond to your Orator for the said Sum of Fifty Thousand Star Pags and whether he did not in his said Letter remark that it was to be understood that the said Fifty Thousand Star Pagodas or fifty Eight Thousand Porto Novo Pagodas was in part discharge of his said Bill for One hundred and Sixteen Thousand porto novo Pagodas dated the Twenty fifth day of January last past That he may set forth whether the said Sum of Fifty Eight Thousand porto Novo 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 Novo Pagodas and That he may be 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 St George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet

Fort St George
12th March 1790

J Stuart Hall
Advt for Compl.

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

Tins Corbett
Mayor

Madras 25th Jany 1790

P. Novas 116000

Two months after Sight pay to His Highness the Nabob Wallajah Behauder or Order the Sum of One hundred and Sixteen Thousand porto Novo Pagodas Value received of Shabar Cawn Behauder; and place the Same to Account as p advice from

To Messrs Balfour Spalding & Co.t Signed Saml Johnston

a true Copy
J Stuart Hall
Advt for Compl.

Messrs Balfour Spalding & Colt Madras 25th Janry 1790

Gentlemen I have this day drawn upon you at 2 Months Sight in favor of his Highness the Nabob Wallajah Behauder for Rs 6,000 Pardo Mons Rupees which you will be pleased to honor

I am Gentlemen
your very Hble Servt
(Signed) Saml Johnston

Attnc Copy
J Stuart Hall
Attt for Compet

Indorsements on the Bill

Fort St George 22d Febry 1790

Received in part the Sum of Fifty Eight
Thousand Rupees transferred to a Pagoda Drawing
(Signed) Mutta Kistnah

Attnc Copy
J Stuart Hall
Attt for Compet

Fort St George 22d Febry 1790

Received the further Sum of 10,000 (Ten Thousand
Star Pagodas on part of the within
(Signed) Mutta Kistnah

Attnc Copy
J Stuart Hall
Attt for Compet

Fort St George 23d Febry 1790

Received the further Sum of Six Thousand Star
Pagodas on part of the Within Bill
(Signed) Mutta Kistnah

Attnc Copy
J Stuart Hall
Attt for Compet

Fort St George 24th Febry 1790

Received the further Sum of Three Thousand
and Six hundred Star Pagodas on part of the within
Bill
(Signed) Mutta Kistnah

Attnc Copy
J Stuart Hall
Attt for Compet

Fort St George 25th Febry 1790

Received the further Sum of Thirteen
Thousand Star Pagodas on part of the within Bill
Signed Mutta Kistnah

Attnc Copy
J Stuart Hall
Attt for Compet

Fort St George 26th Febry 1790

Received the further Sum of Fifteen Thousand
Star Pagodas on part of the within Bill
(Signed) Mutta Kistnah

Attnc Copy
J Stuart Hall
Attt for Compet

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 Tuncuddy Bill is at last Settled to his Satisfaction Viz.t

58,000 Pagd.s to go into the Companys Treasury Tomorrow or next day by us 53,000 to Caupia agreable to his Highness instructions by Mr. Johnston

His Highness the Nabob Omdat ul Omrah Behauder &c &c &c

a true Copy
J Stuart Hall
Attg for Compl.t

No. 1.

Caupiah

Mr. the Rastwah 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 I am your.s &c.

Vispery 22.d Feby / Signed / Sam.l Johnston

Caupiah Braming

a true Copy
J Stuart Hall
Attg for Compl.t

No. 2.

Caupiah

I have some People with me just now who will probably hinder me from Meeting you as intended, however that the Business may not be delayed, I have given Mr. Colt a Memorandum to enquire at Mr. White's Office about the 50,000 Pagodas / and if you should See Mr. Colt about One o Clock he will tell you what he has learnt.

I am &c.

Vispery 11 o Clock Thursday / Signed / Sam.l Johnston

a true Copy
J Stuart Hall
Attg for Compl.t

Caupiah

If you will call upon me Tomorrow, and bring with you the Receipts of the Companys Chiefs for the Money you have paid into the Treasury I will then give you my Bond for 50,000 Star Pagodas, upon the Terms mentioned yesterday - at the same time you must deliver over to me such papers Relative to this Transaction as belong to the Nabob, and it is to be understood that the 50,000 Star Pagodas or 58,000 Porto Novas is in part discharge of my Bill for 186,000 Pagd.s 25 Janry and for which you must give me a Receipt an Account of the Nabob I am your friend

Vispery 22 feby / Caupiah Braming / Signed / Sam.l Johnston

a true Copy
J Stuart Hall
Attg for Compl.t

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 Tuncadey Bill is at last Settled to his Satisfaction Viz.t

58,000 Pagd.s to go into the Companys Treasury tomorrow or next day by us 53,000 to Caupia Agreeable to his Highness instructions by Mr. Johnston

His Highness the Nabob Omdat ul Omrah Behauder &c &c &c

a true Copy
Stuart Hall
Attg for Compl.t

Caupiah

If you will call upon me tomorrow, and bring with you the Receipts of the Companys Shroffs for the Money you have paid into the Treasury I will then give you my Band for 50,000 Star Pagodas, upon the Terms mentioned yesterday - at the same time you must deliver over to me such papers relative to this Transaction as belong to the Nabob; and it is to be understood that the 50,000 Star Pagodas or 53,000 Porto Novas, is in part discharge of my Bill for 186,000 Pagd.s 25 Janty and for which you must give me a Receipt and Account of the Nabob I am your friend

Vipery 22 feby
Caupiah Bramany

/ Signed / Sam.l Johnston
a true Copy
Stuart Hall
Attg for Compl.t

No. 1.

Caupiah

Mr. Rushbrook 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 I am your friend

Vipery 22.d Feby
Caupiah Bramany

/ Signed / Sam.l Johnston
a true Copy
Stuart Hall
Attg for Compl.t

No. 2.

Caupiah

I have some People with me just now who will probably hinder me from writing you as intended. however that the Business may not be delayed, I have given Mr. Colt a Memorandum to enquire at Mr. White's Office about the 50,000 Pagodas / and if you should See Mr. Colt about One o Clock he will tell you what he has learnt.

I am y.r friend

Vipery 11 o Clock Thursday

/ Signed / Sam.l Johnston
a true Copy
Stuart Hall
Attg for Compl.t

Filed 13th May 1790.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court your Orator Immalathy Aparanjy Billay 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 Violar Handkerchiefs which were to be of the Qualities and discriptions following that is to say four Corges of N^o 6 and the Remaining five Corges of N^o 7 your Orator further Sheweth unto this Hon^ble Court that your Orator did in pursuance of his said Agreement Apply to Sholapooram Dausary Kistnama Chitty and Caroomanal Joota Vencatapaty 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 Sholapooram Dausary Kistnama Chitty and Caroomanal Joota Vencatapaty in Consideration whereof they did jointly and Seperately 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 Musters thereof in your Orator Sheweth unto this Hon^ble Court that it was further Agreed upon between your Orator and them the said Sholapooram Dausary Kistnama Chitty and Caroomanal Joota Vencatapaty that if they the said Sholapooram Dausary Kistnama Chitty and Caroomanal Joota Vencatapaty should fail or Neglect to deliver the said Handkerchiefs on the respective times therein before limited and appointed for the delivery thereof they the said Sholapooram Dausary Kistnama Chitty and Caroomanal Joota Vencatapaty did jointly and Seperately promise and engage to pay your Orator on Demand the said Principle Sum of Five hundred and Sixty Pags together with Respondentia for the same at Twenty five per Cent per Annum indefault whereof they the said Sholapooram Dausary Kistnama Chitty and Caroomanal Joota Vencatapaty did Authorize and empower your Orator to Recover the same by prosecuting them for that purpose in this Hon^ble Court as in and by a certain Instrument in Writing by them the said Sholapooram Dausary Kistnama Chitty and Caroomanal Joota Vencatapaty duly executed and bearing date the eleventh Day of April in the year of Our Lord One Thousand Seven hundred and Eighty Nine aforesaid and as by a true and faithful translation thereof to this your Orators Bill

Day

of Complaint annexed and to which he humbly craves leave to Refer Relation being thereunto had it doth and May Manifestly and at Large Appear your Orator further Sheweth unto this Honourable Court that the said Shoalapooram Dawsary Krishnama Chitty and Caromanal Joota Vencatapaty have not yet delivered to your Orator the said full quantity of handkerchiefs as they were bound to do Whereby the said Shoalapooram Dawsary Krishnama Chitty and Caromanal Joota Vencatapaty have become and now stand justly and truly indebted to your Orator in the full and Just Sum of One 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 in 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 in the Possession of your Orators Attorney at Law and ready to be produced Whenever this Honble 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 Shoalapooram Dawsary Krishnama

Chitty

Chitty and Caromanal Joota Vencatapaty to pay off and Discharge the same But now so it is may it Please this Honble Court that the said Shoalapooram Dawsary Krishnama Chitty and Caromanal Joota Vencatapaty Combining and Confederating together how to injure and Distress your Orator in this behalf Obstinately and Wilfully Refuses to pay your Orator the said Sum of One hundred and Sixty five Star Pagodas three fanams and Sixty five Star Pagodas three fanams and Sixty Cash or to make your Orator any Manner of Satisfaction touching the Premises To the End Therefore that they the said Shoalapooram Dawsary Krishnama Chitty and Caromanal Joota Vencatapaty May upon their Corporal Oath full true direct and Perfect Answer make to all and Singular the matters and Charges aforesaid as fully truely and effectually to all intents and Purposes as if the same were hereagain Repeated and Particularly Interrogated and that they the said Shoalapooram Dawsary Krishnama Chitty and Caromanal Joota Vencatapaty 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 such Interest as now is or shall hereafter become due thereon together with all such 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 Consience and as the Nature of his Case shall Require —

May

Mayors Office this 30th April 1790

To Cash Pd the late Shoalapooram Dausary Kistnama Chitty & Carroomanal Joota Vencatapaty Executors for their Intestate and Carroomanal Joota Vencatapaty to be Summoned and Required by the Plaintiff of Fort St George Merchant Pursuant to Mandate granted the Defendants Attorneys Generally to be and Appear before this Court the Fourth Return Day of Trinity Term and Plead Answer or Demur to the Plaintiffs Bill of Complaint Exhibited against them the Same Day Returnable to Answer the Plaintiff in a Plea of Debt for Sicca Rupees and Interest as by the Said Bill of Complaint Filed in this Court may more fully Appear

Court of Chancery Fort St George

Entered Peter Auriol
Thos Williams Attorneys for Complt

To, The Defendants Attorneys

In the Year of Our Lord 1790

Summons Returnable First Court Day Hilary Term

Peter Auriol
Complt Atty

Dr Shoalapooram Dausary Kistnama Chitty & Carroomanal Joota Vencatapaty ... } Accts Current with Swamiakisly Aparanjy Billay Cr

1789 April	11th	To Cash Advanced for Pandicherry Handkerchiefs for four Months time on Respondentia	560	..	..	1789 Dec	By Handkerchief Received	437	29 30
							By Ballance	122	16 50
							Pagodas	560	.. ..
Augt	11th	To Ballance	122	16 50		1790 Jany	By Cash Received	..	34
		To Respondencia @ 25 p Cent	30	27 10		Feby	By Dr Do	..	14 ..
			152	43 60			By Interest on	1	2 ..
		To Intenest from 11th Augt to 31st April 1790 is 8 Months and 19 days @ 12 p Cent	13	9 40			By Ballance	..	1 40
								1	3 40
							By Ballance	165	3 60
		Pagodas	166	7 20			Pagodas	166	7 20

Fort St George
31st April 1790

Errors Excepted
P 27 v 1790

A true Copy
John White
Compltt Attyr

Mayor & Recorder Mrs Mayors Court

To Cause the body of Shoalapooram Dausary Kistnama Chitty & Caroomanal Joota Vencatapaty to be Summoned and Required for the Plaintiff to Answer unto a Bill of Complaint Exhibited against them by the said Plaintiff and to Abide by such Order and Decree therein as to this Honble Court Shall seem meet -

Fort St George
This 31st May 1790

Peter Speke
Attorney for Complt

In the Name of His Majesty I do Summon you to Appear in a Summons Mayors Court to be held on Monday next at 10 o'Clock in the Forenoon to Answer the Complaint of Shoalapooram Dausary Kistnama Chitty & Caroomanal Joota Vencatapaty -

Given under my Hand & Seal of Office this 31st May 1790

John Belli
Sheriff

Dr Shoalapooram Dausary Kistnama Chitty & Caroomanal Joota Vencatapaty ... } Accts Curt with Sumalesly Sparanjy Billay Cr

1789 April	11	To Cash Advanced for Pandicherry Handkerchiefs for four Months time on Respondentia	560	..	..	1789 Decr	By Handkerchiefs Received		437	29 30
							By Ballance		122	16 50
								Pags	560	.. ..
Augt	11	To Ballance	122	16	50	1790 Jany	By Cash Received		..	36
		To Respondencia @ 25 p Cent	30	27	10	Febr	By Do Do		..	14 ..
			152	43	60				1	2 ..
		To Intenest from 11th Augt to 31st April 1790 is 8 Months and 19 days @ 12 p Cent	13	9	40		By Intenest on		..	1 40
									1	3 40
							By Ballance		165	3 60
		Pagodas	166	7	20			Pagodas	166	7 20

Fort St George
31st May 1790

Errors Excepted
P. 27 May 1790

A true Copy
John White
Compltt Asst

Translation of a Contract Band Dated 11th April 1789

We Shoalapooram Dausary Kistnamma Chitty and Carroomanaal Joota Vencatapaty of Madras do give this Band of Contract of Handkerchieves to Immalishy Aparangy Pillay of the same place that is to say

Whereas you have Contracted with Mr. De Souza 9 Corges of Coslon Handkerchiefs whereof 4 Corges No 6 Pagodas 260 - 5 Corges No 7 Pagodas 300 In all Sorts 2 Corges 9 Pags 560 which we have Contracted with you and Received from you the said Five hundred and Sixty Pagodas so That we do hereby Jointly and Severately engage to deliver to you in the space of 6 Months at 3 different Terms or times a Month the said 9 Corges of 2 Kinds Agreeable to the Handkerchiefs of the Muster which you have left with fine Thread and with as many Kinds as you may have shewn us by Drawing them on Paper should we fail or Neglect to Deliver the same agreable to the time Expressed we are in such Case to pay you on demand the Principal together with Respondentia of 25 p Ct Indefault of which you are hereby empowered to Recover it by prosecuting in the Worble the Mayors Court on Drawing Account Current We are not to file Demurrer Plea Answer &c Thereto Thus we have given this Bond of Contracts with our free will and Consent Witnesses Innampauhum Namain Pillay and Boodoochary Chinniapilley Chinniapillay by their Knowledge Drawn by Boodeveyal Careymaunevaan

(Signed) Shoalapooram Dausary Kistnama Chitty
Carumandal Joota Vencatapaty

Witnesses (Signed)
Boodoochary Chinnian
Sannam Narrainen

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

A true Copy
John White
Atty for Compt

Filed the 7th July 1790

In the Worble the Mayors Court at Madraspatnam

Between Immalishy Aparangy Pillay of Madras Inhabitant Compt. and Shoalapooram Dausary Kistnama Chitty and Carroomanal Joota Vencata-paty of the same place Merchants Defendants

Immalishy Aparangy Pillay of Madras Inhabitant the Complainant above Named Maketh Oath and Saith that Shoalapooram Dausary Kistnama Chitty and Carroomanal Joota Vencatapaty the above Named Defendants are and stand jointly and severally

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 on the twelfth day of May in this
Honble Court in this Cause —

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

John White
Attorney for the Complt.

Ranganaudom
Interpreter

Filed the 27th July 1790

In the Honble the Mayors Court at
Madraspatnam

Between Immalichy Apparauy
Pillay of Madras Inhabitant Compt.
Sharlapooram Dawsary Kistnama
Chitty and Carroomanal Joota Vencatapaty
of the same place Inhabitants Defendts

The Affidavit of John Scawen one
of the Sergeants of this Honble Court

This Deponent Maketh Oath and saith
that he did personally serve the above Named Sheala pooram
Davi-

Dawsary Kistnama Chitty one of the above Named
Defendants with three Rules of this Honble Court the
last of which is as follows further Day is given the
Defendants till the Twenty Seventh Day of this
Instant to Answer the Complainants Bill in default
of which Judgement will be given for the Complainant

Sworn to in Court
this 27th July 1790

John Scawen

G Taylor
Begr.

John White Attorney
for the Complainant

Mayor's Court at
Madraspatnam

Tuesday the 27th Day of
July Anno Domini 1790

Present

Vincentio Barbett Esquire Mayor
Andrew Ross — James Landon
and
John Mitford — Aldermen

Between Immalichy Apparauy
Pillay of Madras Inhabitant Compt.
and
Sheala pooram Dawsary Kistnama
Chitty and Carroomanal Joota Venca-
-tapaty of the same place Merchants
Defendants —

It Appearing by the Records
of

of This Court that the Usual Rules have been issued for the Defendant Shoalapoorum Dausary Kistnamah Chitty 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 Shoalapooram Dausary Kistnama Chitty shall pay unto the Complainant the full and Just Sum of One Hundred and Sixty five Pagodas Nine fanams and Sixty Cash /Pagodas 165. 9. 60./ together with all such Interest as now is or shall hereafter became due thereon untill full payment is made also all Costs of This Suit.—

Your

Filed 20th July 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto This Honble Court your Orator Ramaswoya Ballay by his Attorney Veepalum Moodaliah Moodelly of Madras Inhabitant that Sydaupooram Seataruchaury and his Sons Candapun and Moonia pun of the same place Inhabitants stand Jointly and Seperately Indebted unto your Orator in the full and Just Sum of Two Hundred and Thirty Pagodas and Twelve fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings per every Pagoda the Sum of Ninety two Pounds Two Shillings and One Pence or thereabouts as will more fully and at large Appear by Copy of an Account Current Copy of the Translation of a Mortgage Bond given and granted unto your Orator by the said Sydaupooram Seataruchaury and his said Sons Candapun and Moonia pun bearing date the Nineteenth day of Septr which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Nine payable Jointly and Seperately in two years from the date thereof by the said Sydaupooram Seataruchaury and his Son Candapun and Relations or Copartners with Interest at the Rate of Nine per Cent per Annum and also by Copy of an Assignment or Power of Attorney hereunto Annexed for the Inspection of This Honble Court all which your Orator prays may be Admitted as part of This his Bill of Complaint the Originals whereof being in your Orators possession and Ready to be produced when Required And your Orator Sheweth That it is further Covenanted and Agreed by the said Sydaupooram Seataruchaury and Candapun that in Case the said Sum of Money should not be discharged according

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 Sydanpooram Seataruchaury Condapen and Moonrapen your Orator is at full Liberty to Commence an Action and Sue for the Payment of this aforesaid debt in this Honble Court According to the meaning Deprist and Construction for his late Majesties Charter now in force Respecting the Prosecution of Suits between the Natives of Madras in the Honble the Mayors Court And Whereas your Orator hath frequently and in an Amicable manner Requested Payment of the said Sum of Two Hundred and Thirty Pagodas and Twelve fanams from the said Sydanpooram Seataruchaury Condapen and Moonrapen —

But now so it is may it Please this Honble Court the said Sydanpooram Seataruchaury Condapen and Moonrapen Obstinately willfully Refuses to Pay the same or to give your Orator any manner of Satisfaction Touching the Premises your Orator therefore Prays a General Relief Such as to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Sydanpooram Seataruchaury Condapen and Moonrapen may upon their Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully Truely and Effectually to all intents and Purposes as if the same were thereagain Repeated and Particularly Interrogated and that they may be Decreed to Pay unto your Orator the aforesaid Sum of Two Hundred and Thirty Pagodas and Twelve fanams together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Sydanpooram Seataruchaury Condapen and Moonrapen 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 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 Di Ruy
Mey Compt

Madras 24th July 1790
This Bill was shewn to
Me between the Days of
Adjournment Let a Summons
issue Returnable Next Court Day
Vin Corbett
Mayor

Translation of a Mortgage Bond Dated 6th Parataussy of Vicausy year or 19th September 1779.-

I Sydaunpoorum Seatauchaury My Son Canda-=spun and Relation or Copartners of Madras do Jointly give this Mortgage Bond of House to Namasswoy Pillah of Camerga East of the same place that is to say. I have this day Mortgaged to you my House and Garden Situated at Bangaurammahs Garden in Carcombo Chitty street to the East of Mamapaucom Yagapachaury to the West of Poodechary Cundah Chittys House measuring from East to West in Breath 35 feet and from North to South in Length 60 feet with the Trees or Plantation together with the Chaultry Bill of Sale thereof and Borrowed and Received of you the Sum of ₹ 117 One Hundred and Seventeen Pagodas Current Money of Madras which Sum we do Jointly and Seperately engage to repay you with all such Interest as shall or may become due Thereon at the rate of 9 ₹ C ₹ Annum in the Space of Two years undefault of which you are hereby empawered to recover your Money by Prosecuting us in the Court and Selling the said Premises Thus we have given this Mortgage Bond of House unto

Our

Dr Sydaunpooram Seatauchaury Condaspun and Moornaspun and acct Curt. &c.

with Namasswoyapillah

1779 Sept 19	To the Amount Principal & Interest Mortgage Bond Date as Above Specially		117		
1790 June 30	To Interest on D.o Specified Sum 11 Years 9 Months & 12 Days at 9 ₹ C ₹ Annum		118		
	To this day in full Pagodas		235 12 ..		

Pagodas 235 12 .. Madras 30th June 1790 E. & O.E.

Cr

1790 June 30	By Balance due		235 12 ..		
		Pagodas	235 12 ..		

Errors Excepted Per Duffy Accomptant

Our free will and Consent Witnesses Manapaukkum Jagapah Chaury and Boodechary Aundah Chitty by Mutis Knowledge this Mortgage Bond of Mause was Drawno by Ennencoo-dram Vincatachelum.—

Witness
Marked
Manapaukkum
Jagapachaury
(Signed) Aundah Chitty

Marked Seataiachaury
Do Candapen
Do Moaniapen

A True Translation as nearas can be from the Malabar Language
Ranganaudom
Interpreter

A true Copy
H. H. Dr Pury
Wd Compt.

To all People to whom these Presents shall come Greeting Whereas Sydaupooram Seataiachaury and his Sons Candapun and Moaniapun of Madras Inhabitant in and by one Mortgage Bond Bearing date the Nineteenth day of September in the year of Our Lord One Thousand Seven hundred and Seventy Nine did become bound unto Namasewoy pillay of the same place Inhabitant in the full and Just Sum of One Hundred and Seventeen Pagodas Current Money of Madras Conditioned to be paid Jointly or Seperately in Two years from the date thereof with Interest at the Rate of Nine per Cent per Annum as by the said Mortgage Bond and Condition thereof may appear And Whereas there is now Remain due the Sum of Two Hundred and Thirty Pagodas and Twelve fanams Current Money of Madras for the Principal and Interest of and upon the said Mortgage Bond Now Know ye that the said Namasewoy pillay for a Valuable Consideration to him in Hand paid by Voopalum Mootiah Moodelly of Madras Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof he the said Namasewoy-pillay doth hereby Acknowledge he the said Namasewoy-pillay hath Assigned and Setover and by these Presents doth Assign and Setover unto the said Voopalum Mootiah Moodelly the said Recited Mortgage Bond and the Money or Amount Principal and Interest thereupon due and owing and which may became due thereon and all his Right and Interest of in and to the same and every part thereof and the said Namasewoy pillay for the Consideration aforesaid hath made Constituted and Appoint and by these Presents doth make Constitute and appoint the said Voopalum Mootiah Moodelly his Executors and Administrators his true and Lawful Attorney and Attornies Irrevocable for him and in his Name and in

in the Name and Names of his Exors and Admors but for the Sole and proper use and benefit of the said Voopalum Mootiah Moodelly his Exors Admors and Assigns to Ask Require Demand and Receive of the said Sydaupooram Seatauchaury and his Sons Condapeen and Moonisapen their heirs Executors and Administrators the Money due and to become due on the said Mortgage Bond and on non Payment thereof he the said Voopalum Mootiah Moodelly his heirs Executors Administrators to sue for and Recover the same and on Payment thereof to deliver up the said Mortgage Bond to Cancele and give Sufficient Releases and Discharges thereof and one or more Attorney or Attornies under him to Constitute and whatsoever the said Voopalum Mootiah Moodelly or his Attorney or Attornies under him shall Lawfully do in the Premises the said Namasewoy pillay doth hereby allow and affirm and the said Namasewoy pillay doth Covenant with the said Voopalum Mootiah Moodelly that he the said Namasewoy pillay hath not Received nor will Receive the said Money due or to become due on the said Mortgage Bond or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own allow of all Lawful Proceedings for the Recovery thereof he the said Voopalum

Voopalum Mootiah Moodelly Seizing in case Namasewoy pillays Executors or and from any Costs that may happen to him thereby He Witness the the said Namasewoy pillay hath hereunto set his Hand and Seal the Martens aforesaid this Thirtieth day of June One Thousand Seven Hundred and Ninety

Signed Sealed and Delivered
(the Bond no Stamped paper is to be had in the presence of —

Abraw Bahy
Wm Dibbury
Clerk Mayors Court

Mayors Court at Madraspatnam } { Tuesday the 27th Day of July Anno Domini 1790

Present

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

Between Namasewoya Pillay by his Attorney Voopalum Mootyah Moodelly of Madras Inhabitant Complainant and Sydaupooram Seatauchaury and his Sons Condapeen and

and Moonadapan of the same
Inhabitants Defendants

The Defendants Sydapooram
Sataauchaury and Candapen being in Court and the
Defendant Candapen 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 Candapen shall
pay unto the Complainant the full and just Sum
of Two Hundred and Thirty Pagodas and Twelve fanams
/ Pagodas 230. 12. " / together with all such Interest
as now is or shall hereafter became due thereon until
full payment is made also all Costs of this Suit

Jour

Filed the 16th Jany 1790

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Shew unto this
Honble Court your Orator John Bayne Alexander
Colvin David Colvin and Richard Campbell Bazett
of Calcutta Agents and Copartners by their Attorneys
Thomas Chase and Thomas Parry of Fort Saint
George Agents and Copartners that Julius Griffiths
of Fort Saint George Merchant stands indebted
unto

unto your Orator in the full and just Sum of
Twenty Eight Thousand two hundred and forty Eight
Star Pagodas Forty One Fanams and 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 Eleven Thousand Two
Hundred and Ninety three Pounds Fifteen Shillings
and Two Pence as may appear by the Copies of Two
Several Respondentia Bonds and an Account Current
with a Power of Attorney from your Orator to the said
Attornies and a Letter from the said Julius Griffiths
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 Orator 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 themself and as Attorney of James
Gray took upon 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

and Moonapaw of the same

Inhabitant Defendants,

The Defendants Sydapoorum

Soatauchaury and Candapen being in Court and the

Defendant Candapen 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 Candapen shall

pay unto the Complainant the full and just Sum

of Two Hundred and Thirty Pagodas and Twelve fanams

/ Pagodas 230. 12. / 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

Court

Filed the 16th Jany 1790

To the Worshipful the Mayors

Court at Madraspatnam

Humbly Complaining Shew unto this

Worshipful 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 Merchant stands 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 Thirty Eight

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 five

Hundred and Ninety three Pounds Nine Shillings

and Ten Pence as may Appear by the Copies of the

several Respondentia Bonds and an Account Current

with a Power of Attorney from your Orators to their said

Attornies and a Letter from the said Julius Griffiths

to your Orators said Attornies the Originals whereof

are in the Possession of your Orators said Attorneys

and Ready to be produced to this Worshipful Court as shall

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 James

Gray took upon Respondentia from your Orators

the several Sums following to Wit the Sum of

Eight Thousand five hundred Current Rupees the

Sum of Eighteen Thousand Current Rupees the

further Sum of Eighteen Thousand Current Rupees

the Sum of Twenty Thousand Current Rupees the

Sum of Seven Thousand five Hundred Current Rupees

and Mooneapaw of Thevanam

Inhabitant Defendant.

The Defendants Sydapoonam Isaiauchaury and Candapem being in Court and the Defendant Candapem 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 Candapem shall pay unto the Complainant the full and just Sum of Two Hundred and Thirty Pagodas and Twelve fanams / Pagodas 230. 12. " / together with all such Interest as now is or shall hereafter became due thereon until full payment is made also all Costs of this Suit

Court

Filed the 16th Jany 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court your Orator 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 Merchant [illegible]

unto your Orators the full and just Sum of Twenty Eight Thousand two hundred and forty Eight Star Pagodas Forty One Fanams and Three Each 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 Five Hundred and Ninety three Pounds Seven Shillings and Two Pence as may Appear by the Copies of the several Respondentia Bonds and an Account Current with a Power of Attorney from your Orators to their said Attornies and a Letter from the said Julius Griffiths 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 Orator Shew that Adam Swinton 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 James Gray took upon 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 the Respondentia Interest thereon the said Adam Turnbull and Julius Griffiths executed the Several Mortgage Respondentia Bonds whereof Copies are as 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 Eastward with Liberty to Transfer the Risk from thence to Bombay and Surat on the Ships Henry or the Ships Argyle at Ten Per Cent Premium for the Voyage of four Months and if longer pro Rata And your Orators Shew 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 Whatever thereof And your Orators Shew

that by the Letter from the said Julius Griffiths 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 diverted to any other Use or Purpose whatever until the Payment of the said Bonds respectively with the Premium due on them respectively have been taken from the said Snow Minerva and left at Prince Wales's Island, but it does not appear that the said Wares and Merchandize had been transferred to the said Ships Henry or Argyle or either of them, nor has the said Adam Turnball or Julius Griffiths or either of them given unto your Orators any Sort of Satisfactory Information respecting the said Wares 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 Bonds amounting together to the Principal Sum

of One Hundred Thousand Rupees Current Money of Bengal which with Five per Cent Premium for the first four Months According to the Tenor of the said Bonds and by way of Indemnity to your Orators for their Risk and Insurance during that Period and with the Legal Interest of India on 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 Fice which at the Rate of Three Hundred and Ninety 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 refuses to pay the same or to give your Orators any manner of Satisfaction touching the Premises your Orators pray a general Relief such as to this Honble Court shall appear agreeable to Equity

To the End therefore that the said Julius Griffiths may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and Things herein before Set forth and Alledged as fully truly and effectually to all Intents and Purposes as if the same were again Repeated and particularly interrogated. And that he may be decreed to pay unto your Orators the aforesaid Sum of Twenty eight Thousand two Hundred and forty eight Star Pagodas forty One Fanams and Thirty Cash with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit.

May it Please this Honble Court to Cause the said 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 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.

Pigham
Advt for Compt.

Madras Jany 16th 1790.
This Bill was shewn to me
Between the days of adjournment
Let a Summons issue Returnable
Next Court

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 Colvins and Bazett in the Final Sum of Fourteen 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 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 Eight Thousand and five Hundred Current Rupees which Sum is to them at Respondentia on the Snow Minerva Whereof Where of Luke Mariott 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 Ship Hero or the Ship Argyle at Seven per Cent premium for the Voyage of four Months

of Voyage for Sake in Consideration of which the said Risque of the Seas, Rivers, Enemies, Fire, 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 Adams 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 devoted 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 bound Adam Turnbull and Patrick Macintyre and Julius Griffiths and James Gray shall well and truely pay or Cause to be paid in Specie unto General Laurence Nelson or his absence to Patrick Crawford Bruce at Bombay or to their or either of their Heirs, Executors, Administrators, or Assigns the full Amount of this Bond and the Premium

Dies thereon at the expiration of Twenty One Days After the Safe arrival of the said Ships Stag & Argyle at Bombay on which the Debt may be found transferd or in Case of the Loss of the Vessel (which God forbid) such an Amount as by Bustams shall become due on the Salvage; Then this Obligation to be void and of no effect Otherwise to Remain in full force and Virtue; Having hereto set their Hands & Seals of the same Tenor and Date, One being accomplished the two others to be void. —

A Trumbull (L.S.)
Pat. Macindyre
by his Attg
A Trumbull (L.S.)
Julius Griffiths (L.S.)
James Gray
by his Attg (L.S.)
Julius Griffiths

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

J Strayer
W. Scott
John Athanas
Gobordone Bhaiun

Attne Copy
Popham

Know all Men by these Presents that We Adam Trumbull Patrick Macintyre & Patrick Macintyre of Calcutta Merchants Julius Griffiths and James Gray Merchants late of Prince of Wales Island are jointly and severally held and firmly bound unto His Excellency Bryan Edwards and Bazett Esqrs the Penal Sum of Sicca Rupees Current Rupees Current Money of Bengal to the 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 aforesaid Bryan Edwards and Bazett the full and just Sum of Fifteen Thousand Current Rupees which Sum is to Run at Respondentia on the Snow Minerva whereof Lieut. Mariot Day is now Master or Commander from this Port or Road of Calcutta to the Eastward with liberty to Transfer the Cash from thence to Bombay and Surat on the Ships Stag or the Ships Argyle &

Ditto

Sum of Ten p Premium for the Voyage of four Months
at Twenty p Cent Prate in Consideration of which the
Usual Risque of the Seas, Rivers, Enemies Fire
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 Wm
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 Assigne over to them the said Bayne
Colvins and Bazett their Heirs Executors Adminis-
trators or Assigns the Seural Wares and Merchandize
laden or to be laden on the said Vessels which said Wares
and Merchandize with their Produce are thereby 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 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 Specia
unto Evans Case or unto his Attorney or Bombay

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 Ship arrival of the said
Ship Henry or Aggie at Bombay unless the Risk
May be proved transferred within one of the Ports of the
said Vessel for which Port for the Vessels an average at by
Custom shall become due on the Salvage, then this
Obligation to be void and of no Effect otherwise to
Remain in full force and Virtue Having entered to
three Bonds of the same Tenor and date One being
Accomplished the two others to be Void -

Signed Sealed and Delivered } A Turnbull (L.S.)
where no Stampt Paper is to } Bal. Macintyre
be had, in the presence of } by his Attf (L.S.)
A Turnbull
Julius Griffiths (L.S.)
James Gray by
his Attorney (L.S.)
Julius Griffiths

W. Scott
J Frayer
John Athanas
Goberdane Shain

A true Copy
Bopham

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's Island are jointly and
Severally 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 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 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 Bay
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 the Ship Argyle at Sea Point—
Common for the Voyage of four Months, or longer for
Date in Consideration of which the usual Risque
of the Seas, Rivers, Enemies, Fires, Pirates &c to become
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
consent and agree for themselves their Heirs, Executors,
Administrators, or Assigns to Mortgage and Assigns 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 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 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 and Patrick Macintyre
and Julius Griffiths and James Gray shall well and truly
pay or cause to be paid in Specie unto Patrick Crawford
Bruce Account of A 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

Ship Henry or Argyle at Bombay on which the Risk may be proved transferred or in case 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 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 Stampt is to be had) in the Presence of .....

A. Turnbull (L.S.)
Pat. Macintyre by his Attorney A. Turnbull (L.S.)
Julius Griffiths (L.S.)
James Gray by his Attorney Julius Griffiths (L.S.)

A true Copy
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 Wales's Island are jointly and Separately held and firmly bound unto Messrs. Bayne, Colvins 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

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 Fifteen Thousand Current Rupees which Sum is to Run at Respondentia on the Snow Minerva whereof Lake 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 Ship Henry or the Ship Argyle at Sea About Bonnum for the Voyage of four Months, if longer pro Rata, in Consideration of which, the usual Risques of the Seas Fires, Enemies, Pirates &c to be on Acct. 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 consent 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

Executors Administrators or Assigns the Several Mares and Merchandize laden or to be laden on the said Vessels which said Mares 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 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 and Patrick Macintyre and Julius Griffiths and James Gray shall well and truly pay or Cause to be paid in Specie unto Patrick Crawford Bruce Account of **B** 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 Ship Henry or Argyle at Bombay on which the Risk may be proved transferred or in Case of the Loss of the said Vessel (which God forbid) Such an Average as by Custom shall became 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 three 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. Fraser
Private Secy

A. Turnbull (L25)
Pat. Macintyre by his Attorney A. Turnbull (L25)

Know all Men by these Presents that We Adam Turnbull and Patrick Macintyre of Calcutta Merchants Julius Griffiths and James Gray Merchants & Subjects of Wales Island are jointly and Severally held and firmly bound unto Messrs. Bruce Colvins and Bazett in the Penal Sum of Eighteen Thousand Current Rupees Currency of Bengal to the true and lawfull 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 Turnbull and Patrick Macintyre and Julius Griffiths and James Gray have taken up and Received of the aforesaid Bruce Colvins and Bazett the full and just Sum of Seven Thousand five hundred Current Rupees which Sum is to Run at Respondentia on the Snow Minerva Master of Lake Harriott 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 Ship Henry or the Ship Argyle at Two per Cent Premium for the Voyage of four Months & longer pro Rata

Consideration of which the usual Risque of the Seas Rivers, Enemies, Fires, Pirates and 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 Swinhill 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 Vessel Vessels Masts and Merchandize Laden or to be Laden on the said Vessels which said Masts and Merchandize with their Produce are thus mortgaged and assigned Own, and are to be diverted to no other Use or Purpose whatever until the Payment of this Bond is made with the Premium that may became 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 Swinhill and Patrick Macintyre and Julius Griffiths and James Gray shall well and truly pay or Cause to be paid in Specie unto Major Robert Nicholson or in his Absence to Patrick Crawford Bruce at Bombay 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 Ships Revenge or Argyle at Bombay on which the Risk may be proved transferred or in Case of the Loss of the said Vessel (which God Forbid) such an Average as by Custom shall became 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 three Bonds of this tenor and Date one being accomplished the two others to be void.

Signed Sealed and Delivered
In the presence of
J Frayer
W Scott
John Abraham
Goberdanne Bhain

A Swinhill (L.S.)
Pat. Macintyre by his Atty A Swinhill (L.S.)
Julius Griffiths (L.S.)
James Gray by his Attorney Julius Griffiths (L.S.)

A True Copy
Bosphram

Know all Men by these Presents that We Adam Swinhill and Patrick Macintyre of Calcutta, and We Julius Griffiths, and James Gray Merchants Resident

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 Sixty Eight 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 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 Thirty four Thousand Current Rupees which Sum is to Run at Respondentia on the Snow Minirva whereof Like Manish day is now Master or Commander from this Port or Road of Calcutta the Eastward with Liberty to transfer the Risk from thence to Bombay and Surat on the Ships 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 Risqui 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 consent 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 or Assigns the Several Wares and Merchandise, Cadoes or to be Cadoes on the said Vessels which said Wares and Merchandise with their Produce are Hereby Mortgaged and Assigned over, and are to be diverted to no 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 and Patrick Macintyre and Julius Griffiths and James Gray shall well and truly pay or Cause to be paid in Specie unto John Forbes on Account Messrs. Lance and Fairbugh 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 Ship Henry or Argyle at Bombay on which the Risk may be proved transfered or in Case of the Loss of the said Vessel (which God forbid) such an Average as by Custom shall become due on the said Salvage thereof

This Obligation to be void and of no effect, Memorial to be
Remain in full Force and Virtue Having signed to three Words
of the same tenor and date, One being accomplished the two
Shall to be void. —

Signed Sealed and Delivered
(where no Stamped paper is to be had)
in the Presence of
S. Frazer
Wm Scott
John Athanasius
Goberdane Shain

A. Turnbull (Seal)
Pat. Macintyre
by his Attorney (Seal)
A. Turnbull
Julius Griffiths (Seal)
James Gray by
his Attorney (Seal)
Julius Griffiths

A true Copy
Bopham

Julius Griffiths Esqr. Att. Genl. to the Honble Company &c &c &c

Sir

Calcutta 4th December 1790

I have the honor to transmit herewith to you Copy of the Account current of Messrs. Pat. Macintyre & Co. with the Honble Company, and of the Balance of Sa. Rs. 2,88,218-4-1/30 due to the Company from the Estate of the late Alexander Brodie Esqr. deceased, and to request you will be pleased to take the necessary steps for the recovery of the same.

I have the honor to be
Sir
Your most obedient humble Servant
Bophan
Secy.

Pat. Macintyre & Co. in Account with the Honble Company

Date					
1789					
May 4	To Cash paid Messrs. Lumsdaine, Griffiths, Ebrard & Co.				
	Mr. Macintyre's own Account				
	To Cash paid Messrs. Griffiths, Ebrard & Co. for Interest on Sa. Rs. 1,00,000 from 1st May 1789 to 31st Decr. 1790

Know all Men by these Presents that We Sir
Baynes Alexander Colvin and Richard Campbell Bazett of
Calcutta Agents & Copartners under the Firm of Baynes Colvins
and Bazett have made ordained authorized Constituted nominated
and Appointed; and by these Presents do make ordain constitute authorize
Nominate and appoint Thomas Chase and Thomas Barry
of Madras jointly and severally to be our Certain true and
lawful Attorney and Attorneys for us and in Our Names and
to and for Our proper use and Behalfs to demand levy sue
for Recover and Receive by all lawful ways and means what-
soever of and from all and every Person and Persons whomsoever
whom it doth shall or may Concern all and every such Sum
and Sums of Money Debts dues Goods Effects and things
whatsoever which now are and shall be and grow due, owing
payable or belonging to us the said Baynes Colvins and Bazett
upon or by Virtue of any Bills, Bond, Book or upon account
of Trading or dealing, or upon any Account Ways, or Means
in any otherwise howsoever and if need be in Account and bring
to a Reckoning, all or any Person or Persons concerned in
the Premises; and upon Receipt and Recovery of all or any
such Sum or Sums of Money Debts Dues Goods, Effects,
or other things or any part thereof sufficient acquittances
and Discharges for us and in Our Names from time to
time to make and give Giving and by these Presents
granting unto our said Attorney and Attornies full Power
and Authority in and touching the Premises to use

Bursar and Attach arrest Sequester Implead Imprison and
and Prosecute and there and thence again to expel discharge
and out of Bursar to release also for us to appear and our
Persons to Represent in all or any Court or Courts or other
Places or Demandant or Defendant in any Suit Action or
Appeal for or by Reason of the Premises likewise one or more
Attornies under him or them to act Substitute and appoint
and again at pleasure to revoke, as generally to do act and
perform all other Matters and things in and towards the Premises
Requisite and Necessary as fully as We ourselves might or could
do were we personally present, and We do hereby Ratify and
Confirm all and Singular what shall our said Attorney or
Attornies or his or their Substitute shall legally do, or procure
to be done in and touching the Premises

In Witness whereof We have hereunto
Subscribed our Name and Seal in Calcutta this twenty sixth
Day of December in the year of Our Lord One Thousand
Seven Hundred and Eighty Nine.

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

Baynes Colvins & Bazett

Caesar
Lewis Swaris

A true Copy
Bristam

Gentlemen

I have the pleasure to Acknowledge your favor of the 2d inst. as well as your Note of this M.g to which I have now the honor to Reply —

Every important error is stated in the Letter you have Received from Mess.rs Bayne Colvins & Bazett Relative to the Misapplication of funds supposed to have been Rec.d from the Minerva. The fact is I left at B.W. Island every Article belonging to that Concern which could be Appropriated to the liquidation of the Respondentia bonds upon that Vessel and as further Security for the Respond.t Bonds I have there inlisted to the Amount of 20,000 Rupees which I supposed Would properly Recovered from the Minerva in Order to transmit safely that amount for them from B.W. Island to Bombay when the Payments were originally intended to have been made —

In addition to this Sum I acquainted Mess.rs Bayne Colvins and Bazett that Sugars to the Amount of Nearly 60,000 Rupees were to be Shipped upon the same Account, which Sugars were then Contracted for at Malacca deliverable to Mr.r Gray by the Returns of the Minerva Ships —

If those funds are as I apprehend forwarded to Bombay I shall shortly hear of them from that place or if they should not, the first Account from B.W. Island will afford me such information of the Property intended to be sent to Bombay, as will regulate my Conduct Relative to the Request made by you on the part of Mess.rs Bayne Colvins and Bazett to whom I will write Desiring of you to permit the Business may lay over till we may Receive such information a few days I hope will bring us more from the Eastward I will have the pleasure of informing you and Remain Gentlemen

Your very Obed.t Servt
Julius Griffiths

Attorneys Copy
Popham

Filed 19.th January 1790

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

Between Isaac Bayne, Alexander Colvin, David Colvin and Richard Campbell Bazett by their Attornies Thomas Chase and Thomas Parry Complainants and Julius Griffiths Defendant

The Affidavit of the above named Thomas Chase and Thomas Parry

The above named Thomas Chase and Thomas Parry make

Make Oath and say that the above named Julius Griffith
stand 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 One Lack Nineteen Thousand and Nine Hundred
or Arcot Rupees One Lack Eleven Thousand and Eight Hun
Eight Annas and Two Pice which at the Exchange of Three
Hundred and Ninety Three Arcot Rupees for One
Hundred Star Pagodas makes Star Pagodas Twenty Eight
Thousand Two Hundred and Forty One Fanams, and Forty
Each Current Money of Madras and these Deponents 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 Worble
Court on the 16th day of this Instant January and
these Deponents further say that the said Julius Griffith
hath been within the Jurisdiction of this Worble Court
since the Cause of Action Arose —

Sworn to in Court
this 19th January 1790
James Taylor
Regr

Thomas Chase
Thos. Parry

Popham
Attys for Compt

Mayor's Court at
Madraspatnam

Tuesday the 27th Day of
July Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Andrew Ross — James Landon
and
John Millford Aldermen

Between John Bayne, Alexander
Colvin David Colvin and Richard
Campbell Bazett by their Attornies
Thomas Chase and Thomas Parry
of Fort Saint George Complainants
and
Julius Griffith of the same place
Defendant —

It Appearing by the Records
of this Court that the Space of Six Months (the
time Limitted in his Majesty's Charter) is elapsed since
the Return of the Warrant of Sequestration issued against
the Defendant 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 doth Accordingly Order
and Decree that the Defendant shall pay unto the
Complainants the full and just Sum of Twenty
Eight

Eight Thousand Two Hundred and Forty Eight Star Pagodas Forty One fanams and Thirty Cash / Star Pagodas 8248 41 30 / Together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit — Value

Filed 14th January 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator George Rebiro of Madras Inhabitant that Senanoor Verdapah, Venacatachellum and Sawmy Chitty also of the same place Inhabitants Jointly and Separately Stands indebted unto your Orator in the full and Just Sum of Six hundred and Seventy Seven Pagodas Nineteen 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 Two hundred and Seventy Pounds Nineteen Shillings and Five Pence or thereabouts as will Manifestly and at large Appear by Copy of an Account Current and also by Copy of a Bond or Obligation Jointly and Separately given and granted unto your Orator by the said Senanoor Verdapah Venacatachellum and Sawmy Chitty Bearing Date the First Day of November in the year of Our Lord One Thousand Seven hundred and Eighty Five Payable four per Calendar Months Seven hundred Pagodas from the date thereof with Interest at the Rate of Twelve per Cent per Annum hereunto Annexed for the Inspection of this Honble Court with 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 properly called for. And Whereas your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of Six hundred and Seventy Seven Pagodas Nineteen fanams and Thirty Cash from the said Senor Verdapah Venacatachellum and Sawmy Chitty — But now so it is may it Please this Honble Court the said Senanoor Venacatachellum and Sawmy Chitty Obstinately and wilfully Refuse to Pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator therefore Prays a General Rule of such as to this Honble Court shall agreeable to Equity and good Conscience to the End therefore that the said Senanoor Verdapah Venacatachellum and Sawmy Chitty may upon their Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully Truely and Effectually to all intents and Purposes as if the same 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 Seventy Seven Star Pagodas Nineteen fanams and Thirty Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit May it Please this Honble Court to Cause the said Senanoor Verdapah Venacatachellum and Sawmy 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 Erected and appointed then and there to answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet.

H G Dudley
Atty Complt

14th January 1790
This Bill was Shewn to me Between the days of adjournment the Complainant having made oath to the justness of his demand and that he hath reason to believe the Defendants will conceal themselves upon hearing that his Bill is filed against them let a Summons

Eight, Thousand Two Hundred and Forty Eight Star Pagodas Sixty One fanams and Thirty Cash / Star Pagodas 28248.. 61. 30. / Together with all such Interest as now is or shall hereafter became due thereon untill full payment is made also all Costs of this Suit. —

J Hour

Filed 14th January 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator George Rebiero of Madras Inhabitant that Tenanoor Verdapah, Venacatachellum and Sawmy Chitty also of the same place Inhabitants Jointly and Separately Stands indebted unto your Orator in the full and just Sum of Six hundred and Seventy Seven Pagodas Nineteen 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 Two Hundred and Seventy Pounds Nineteen Shillings and Five Pence as more fully and at large Appears by Copy of an Account Current and also by Copy of a Bond or Obligation Jointly and Separately given and

your Orator by the said Tenanoor Verdapah Venacatachellum and Sawmy Chitty Bearing Date the First Day of November in the year of Our Lord One Thousand Seven Hundred and Eighty Five Pagodas for every year Calculating Months Four Hundred Pagodas from the date thereof with 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 Admitted as part of this his Bill of Complaint the Original whereof being in your Orators Possession and Ready to be produced as shall properly called for. And Whereas your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of Six hundred and Seventy Seven Pagodas Nineteen fanams and Thirty Cash from the said Tenanoor Verdapah Venacatachellum and Sawmy Chitty — But now so it is may it Please this Honble Court the said Tenanoor Venacatachellum and Sawmy Chitty Obstinately and wilfully Refuse to Pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore Prays a General Writ of such as to this Honble Court shall appear to Equity and good Conscience to the End therefore that the said Tenanoor Verdapah, Venacatachellum and Sawmy Chitty may upon their Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and Things herein before Set forth and Alledged as fully Truely and Effectually to all intents and Purposes as if the same were herein again Repeated and Enthusiastically Interrogated and that they may be Decreed to pay unto your Orator the aforesaid Sum of Six hundred and Seventy Seven Pags. Nineteen fanams and Thirty Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit. May it Please this Honble Court to Cause the said Tenanoor Verdapah Venacatachellum and Sawmy 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 Limited and Appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem meet.

H J Durrée
Atty Compt

14th January 1790
This Bill was Sworn to me Between the days of adjournment the Complainant having made oath to the Justness of his demand and that he hath Reason to believe the Defendants would Abscond upon hearing that this Bill is filed against them at a Summons

Dr. Tenamer Cardapah Vengatashellum & Swamy

1785 Novr.	4.	To Amaunt of your joint and Separate Bond granted to me of this date bearing 12 p Cent Interest payable for every four Calendar Months		
		(400) Star Pagodas	1410	.. ..
1786 June	30.	To Interest on Pags. 1410 from 4. Novr. 1785 to this day is 8 Months @ 12 p Cent p annum	112	35 ..
		Star Pagodas	1522	35 ..
1786 July	1.	To Balance of the above Acct brought down this Day	1410	35 ..
1790 Jany	9.	To Interest on Pags. 1410. 35. from 1. July 1786 to this day is 3 yrs 6 Mths @ 12 p Cent p annum	596	33 20
		Star Pags.	2007	23 20

Madras the 9 Jany 1790

George Ribeiro

Cr.

Chitty in Acct. Curt. with George Ribeiro ..

1786 June	30.	By Cash Received from them in Retail for Account Interest of 8 Months	112	.. ..
		By Balance due this day and Carried down to 1. July 1786	1410	35 ..
		Star Pagodas	1522	35 ..
1786 July	1.	By Cash Received this day in part as p my Receipt	300	.. ..
Dett.	1.	By Do in Retail as p Acct Particulars .. 90		
		in piece goods from their Shop .. 6. 5 20		
		Which Agreed to Credit them in Compleat 100 Pags this day }	96	5 20
		Compleated		
1787 Feby.	1.	By Do in Retail as Do & Compleated this day	105	.. ..
April	25.	By Do Do Do	100	.. ..
July	20.	By Do Do Do	95	.. ..
1788 Feby	15.	By Do Do Do	100	.. ..
July	31.	By Do Do Do	100	.. ..
Jany	31.	By Do Do Do	100	.. ..
Feby	15.	By Do from Mr. Copham for Cloaths sold by them	20	.. ..
			1016	5 20
1790 Jany	9.	By Interest on the above Sums from their Respective dates to this day (@ 12 p Ct p annum		
		On Pags 300 .. .. for 3 yrs 6 Mths	126	40 40
		96 5 20 .. 3 1 9	35	37 64
		105 .. .. 2 11 9	37	2 56
		100 .. .. 2 8 14	32	20 56
		95 .. .. 2 5 19	28	6 60
		100 .. .. 1 10 24	22	36 ..
		100 .. .. 1 5 9	17	13 40
		100 .. .. .. 11 9	11	13 40
		20 .. .. .. 10 24	2	7 14
			313	43 60
			1330	3 70
		By Balance due	677	19 30
		Star Pagodas	2007	23 20

True Copy

J. Dupuy

Asst Secy

Dr. Tenanur Vardapah. Vengtashellum & Swamy

1785 Nov.r	1.	To Amaunt of your jaint and Seperatly Bond granted to me of this date bearing 12 ₰ Cent Intierest payable for every four Calendar Month. (400) Star Pagodas	1410	.. ..
1786 June	30.	To Intierest on Pagr. 1410 from 1.st Nov.r 1785 to this Day is 8 Months @ 12 ₰ Cent ₰ annum	112	35 ..
		Star Pagodas	1522	35 ..
1786 July	1.	To Balance of the above Acct brought down this Day	1410	35 ..
1790 Janry	9.	To Intierest on Pagr. 1410. 35. from 1.st July 1786 to this Day is 3 y. 6 m.s 9 d.s @ 12 ₰ Cent ₰ annum	596	33 20
		Star Pagr.s	2007	23 20

Madras the 9 Jan.y 1790

Sibly in Acct Curt with George Ribeiro

Cr

1786 June	30.	By Cash Received from them in Retail for Account Intierest of 8 Months	112	.. ..
		By Balance due this day and Carried down to 1.st July 1786	1410	35 ..
		Star Pagodas	1522	35 ..
1786 July	1.	By Cash Received this day in part as ₰ my Receipt	300	.. ..
Decr	1.	By Do in Retail as ₰ Acct Particulars 90		
		in pieces goods from their Shop 6 5 20		
		Which Agreed to Credit them in Compleat 100 Pagr. this day compleated	96	5 20
1787 Feby	1.	By Do in Retail as Do ₰ Compleated this day	105	.. ..
April	25.	By Do Do Do	100	.. ..
July	20.	By Do Do Do	95	.. ..
1788 Feby	15.	By Do Do Do	100	.. ..
July	31.	By Do Do Do	100	.. ..
Janry	31.	By Do Do Do	100	.. ..
Feby	15.	By Do from Mr. Popham for Cloths sold by them	20	.. ..
			1016	5 20
1790 Janry	9.	By Intierest on the above Sums from their Respective dates to this day @ 12 ₰ Cent ₰ annum		
		On Pagr. 300 .. .. for 3 y. 6 m.s 9 d.s	126	40 40
		96 5 20 3 1 9	35	37 64
		105 .. .. 2 11 9	37	2 56
		100 .. .. 2 8 14	32	20 56
		95 .. .. 2 5 19	28	6 60
		100 .. .. 1 10 24	22	36 ..
		100 .. .. 1 5 9	17	13 40
		100 .. .. 11 9	11	13 40
		20 .. .. 10 24	2	7 14
			313	43 60
		By Balance due	1330	3 70
			677	19 30
		Star Pagodas	2007	23 20

George Ribeiro

True Copy
Sibly DuRoy
Acct Curt

Know all Men by these Presents that We Sinanaw Vardapah Venglashellum and Swamy Chittys Have Actually of Madras are held and firmly bound unto Mr. George Ribeiro of Madras in the penal Sum of Two Thousand Eight hundred and Twenty Star Pagodas to the payment whereof well and truely to be made to the said George Ribeiro his heirs executors Administrators or Assigns We do hereby bind Ourselves jointly and Severally Ourheirs executors and Administrators firmly by these Presents In Witness whereof We have hereunto Set Our Hand and Seal in Madras this first day of November in the year One Thousand Seven hundred and Eighty Five

Whereas the above bound Sinanaw Vardapah, Venkatachellum and Swamy Chittys, have borrowed and Received of the above Named, George Ribeiro the full and just Sum of One Thousand four hundred and Ten Star Pagodas to Run at interest at the Rate of Twelve Pagodas per Cent per annum payable for every four Calendar Months from the date hereof four hundred Pagodas /400/-

Now the Condition of this Obligation is such that if the above bound Sinanaw Vardapah Venkatachellum and Swamy Chittys their heirs executors Administrators or Assigns shall well and truely pay or cause to be paid unto George Ribeiro his heirs executors Administrator or Assigns the full and just Sum of One Thousand four hundred and Ten Star Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be Void and of no effect otherwise to Continue in full force and Virtue

Signed Sealed and Delivered where no Stampt paper is to be had in the presence of-

Jno. Dl. Orme

Ges. Mosse

sign of Sinanaw of Vardapah (L.S.)
Sign of Swamy Chittys (L.S.)
Sign of Swamy — (L.S.)

true Copy
W. J. Dickey
Actg Compt.

Filed 14th January 1790

In the Honble the Mayors Court at Madraspatnam

Between George Ribeiro of Madras Inhabitant Complainant and Sinanaw Virdapah, Vencata=chellum, and Swamy Chittys of the same place Inhabitants Defendant.

The Affidavit of the above Named Complainant

This Deponent maketh Oath and Saith that the above Named Defendants stands justly and truely jointly and Severally indebted unto this Deponent in the full and just Sum of Six Hundred and Eleventy Seven Pagodas Nineteen Fanams and Thirty Cash Current Money of Madras

Being the Balance of an Account Current bearing date the Ninth January One Thousand Seven Hundred and Ninety Arising upon a Band or Obligation given and granted by the said Defendants jointly and Severally to this Depo nent on the first Day of November One Thousand Seven Hundred and Eighty five for the Penal Sum Two Thousand Eight Hundred and Twenty Star Pagodas, both which are annexed unto this Deponents Bill of Complaint And this Deponent further saith that he hath Reason to believe that the said Defendants will Conceal themselves upon hearing that this Bill is filed against them

Fort St George 14th January 1790

George Ribeiro

Sworn to before me this day
Vinc.t Corbett
Mayor

Filed the 3d augt 1790

In the Honble the Mayor's
Court at Madraspatnam

Between George Ribeiro of Madras
Inhabitant Complainant and Tenanor
Verdapah Vengatachellum & Sawmy
Chitty of the same place Inhabitan
Defendants

The Affidavit of John Seawen one of
the Serjeant of this Honble Court

This Deponent Maketh Oath and Saith that he did go to the Town Goal and did personally Serve unto Swamy Chitty One of the above named Defendants with the Three Rules of this Honble Court for the said Defendant to Answer the Complainants Bill by delivering the said Rules unto the hands of the said Defendant, the last of which was a Peremptory Rule, which is as follows - further Day is given the Defendant Swamy Chitty till the Third August Next to Answer the Complainants Bill in default of which Judgment will be given for the Compl.t

Town Hall 20.th July 1790 Pr Exr

G Taylor Regr

John Seawen

Sworn to in Court
this 3.d August 1790

G Taylor Regr

Mayors Court at Madraspatnam } { Tuesday the 3.d Day of August Anno Domini 1790

Present

Vincintio Corbett Esquire Mayor
James Call and Andrew Ross
Aldermen

Between George Ribeiro of Madras
Inhabitant Complainant and Tenanor
Verdapah, Vencatachellum and Sawmy
Chitty also of the same place Inhabitants
Defendants.

It Appearing by the Records of

Requested Payment of the said Sum of Nine hundred and Fifteen Pagodas and Twenty Seven fanams from the said Venatah Reddy Commonly called Pauley Vencatachellum

But now so it is May it Please this Honble Court the said Venatah Reddy Commonly called Pauley Vencatachellum Obstinately and Wilfully Refuses to Pay the same or to give your Orator any manner of Satisfaction Touching the Premises your Orator Therefore prays a General Relief such as to this Honble Court shall Appear Agreable to Equity and good Conscience To the End Therefore that the said Venatah Reddy Commonly called Pauly Vencatachellum 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 herein again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Nine hundred and Fifteen Pagodas and Twenty Seven fanams Together with all such Interest as now is or shall hereafter became due thereon also all Costs of the Suit

May it Please this Honble Court to Cause the said Venatah Reddy Commonly called Pauley Vencatachellum 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 Thereand there to Answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet -

Hy DuPuy
Atty Compt

Dr Venatachy Reddy Commonly called Pauley Vencatachellum in Account Current with Vencatapah Moodelly Cr

1786 March	20.	To the Amount Principal of your mortgage Bond	650	..	1789 July	20.	By Balance Due	915	27 ..
1789 July	20.	To Interest on Do from 20 March 1786 to this day is 3 yrs 4 mos and 1 day at 12 p.C. p annum	265	27 ..					
		Pagodas	915	27 ..			Pagodas	915	27 ..

Madras 20th July 1789.
E E per Gumbrelly

True Copy
Hy DuPuy
Atty Compt.

Translation of a Mortgage Bond Dated 20.th March 1786.

I Vencatah Reddy Son of Gnanapah Reddy of Maddras do give this Mortgage Bond to Nanapah Moodelliar Son of Mylar Nellatomby Moodelliar of the same Place that as to say. In Consequence of my urgent Occasion I have this day Mortgaged to you the Absolute Bill of Sale of my House Situated at Pedda Naicks Pettah in Sumeevar Garden in Annachulla Moodeliar Street between the Houses of Sultanunjee Yacambra Vellapah Moodelliar and Banga-rusy Cundapah Moodelliar and Rammed and Received of you the Sum of f 654 f Six hundred and Fifty four Star Pagodas Current Money of Madras which Sum I do hereby engage to Repay you on demand with all such Interest as shall or may become due thereon at the Rate of 12 f Cent f Annum and default of which you are hereby empowered to Prosecute Me in the Mayors Court either on this Bond on Account Current of the same and in Case there be any Endorsement on this Bond or Receipt in Part Payment the deduction is to be Allowed but you are not to make deduction for any Account which shall be Produced and for which I am not to dispute by filing Demurrer Plea and Answer Thus I have given you this Mortgage Bond with my free will and Consent Witnesses Seerah Raumasaumy Chetty and Vidyanaudah Moodelliar by their Knowledge this Mortgage Bond

Was drawn by Mylar Ramaswagam

Witnesses Signed (Signed) Pauley Vencatachellem

Raumasaumy A True Translation as nearas

Vydeyanaudam Can be from the Malabar Language

Ramaganaudam

Interpreter

True Copy

Jay Dudley

Actg Compt.

Filed the 8.th December 1789.

In the Worble the Mayors Court at Madraspatnam

Between Nanapah Moodelly of Madras Inhabitant Complainant and Vencatah Reddy Commonly Called Pauley Vencatachellem late of Madras Inhabitant Defendant

The Affidavit of the said Complainant

Thus Deponent maketh Oath and Saith that the above named Defendant stands justly and truely indebted unto this Deponent, in the full and just Sum of Nine hundred and Fifteen Pagodas, and Twenty Seven fanams Current Money of Madras, being the Balance of an Account Current bearing date the Twentieth day of July One Thousand Seven Hundred and Eighty Nine, Arising upon a Mortgage Bond given and granted unto this Deponent by the said Defendant

and other parts of his Body whereby his Life was greatly
despaired off and the said Pierre Marie Saurmande in Company
with the said Peter Burger the said John Leonard Beggle
and the said Nicholas Gillet & Mr James Blum and there did
to the great damage of your Orator and against the peace of
Our Sovereign Lord the King his Crown and dignity Wherefore
and by Reason of such beating bruising and Wounding and of
such other injuries your Orator says he is greatly injured and
has suffered damages to the amount of Five Thousand Pagodas
Current Money of Madras or in Sterling Money of Great
Britain the Sum of Two Thousand Pounds and Therefore
he brings his Action in Trespass for assault and Battery
and prays a General Relief as to this Honble Court shall
Seem meet To the End therefore that the said Pierre Marie
Saurmande may full true direct and perfect answer make
to all and Singular the Premisses herein before Charged
and Set forth and that he may be decreed to pay unto your
Orator the aforesaid Sum of Five Thousand Star Pagodas
Current Money of Madras together with the Costs of Suit,

May it Please this Honble Court to Cause
the said Pierre Marie Saurmande to be Summoned and
Required by the Sheriff of Fort Saint George Town of
Madraspatnam and the Districts thereof Peremptorily
to be and Appear before this Honble Court at a certain
Time and place to be by this Honble Court prefixed and
Appointed then and there to Answer this your Orator
Bill of Complaint and further to stand to and abide by
such Order and decree therein as to this Honble Court
shall seem Meet. -

Stuart Hall

Filed 6th April 1790

In the Honble the Mayor
Court at Madraspatnam

Between Sarquis Satour of Madras
Merchant Complainant and
Pierre Marie Saurmande also of the
same place Inhabitant Defendant

The Affidavit of Sarquis Satour the above
Named Complainant

This Deponent maketh Oath and saith
that he has this day filed a Bill in this Honble Court
against the above named Defendant by way of Action in
Trespass for assault and Battery and has thereon laid his
Damages at Five Thousand Pagodas and this Deponent
further Saith that he hath reason to believe that the
above Named Defendant will abscond on hearing a Bill
of Complaint is filed against him by this Deponent -

(Signed) Sarquis Satour

A True Translate

Wm Lewcock
Court Interp.

Na Honoravel Corte Mayo-
=ral da Madrasta patnad

Entre Sarquis Satoor Mercador da
Madrasta Levzante e Pedro Marie
Fourmande Hum Habitante da Madrasta
Defendente.

O Deposiemento do Sarquis Satoor a Sima
Mensianado Levzante.

Este Deponente faz Juramento e diz que
elle este Dia, emfio huma Queixa neste Honoravel Corte
contra a Sima Mensianado Depsidente por Modo de
Assad de trespaso para a Salla e Pancada e Sobre qual
elle trazis Sua Damos para a Sama de Cinco Mill
Pagodes, e Este Deponte Mais Diz que elle haja rezad
de Emrque a Sima Mensionado Defendente ausentara
evindo que huma Queixa he emfiado contra elle por este
Deponte.

Sarquis Satur

Sworn to in Court this
6th April 1790
The Contents of this Affidavit
having been previously Explained
to the Deponent by Wm Lewcock
Interpreter.

J Taylor
Regr

Filed the 6th June 1790

The Plea and Answer of Pierre
Marie Fourmande Defendant to the Bill
of Complaint of Sarkis Satur Complai-
nant.

This Defendant not Confessing or denying all or any
of the Matters and Things in the Complainants said Bill
of Complaint contained in such manner and form as the
same are therein set forth for Plea Wherein to Say that
the Scope and End of the Complainants said Bill of Complaint
is to obtain from this Defendant Damages by way of
Satisfaction for certain Injuries charged by the Complainant
to have been done by this Defendant to him on the Second
Day of February last past whereby the Complainant
pretended to have received Damages to the Amount of Five
Thousand Star Pagodas by the Assault and Battery of this
Defendant as the Complainant hath pretended in his said
Bill of Complaint and Affidavit now of Record in this
Honble Court under Date the Sixth Day of April last
past This Defendant by way of Plea Saith that at the
Sessions of Oyer and Terminer and Goal Delivery held for
the Town of Madraspatnam and the District thereof on
the Third Day of March last past This Defendant was
indicted as hereafter set forth. —

Indictment
The King
against
Pierre marie
Fourmonde — } For an Assault

Sarquis Satur
Mooratish Satur
Thomas D'Monte
Chanigan — } Sworn
a true Bill

Madraspatnam Sessions

The Juries for our Lord the King —

upon their Oath present that Pierre Marie Tourmande of Madraspatnam on the Second Day of February in the Thirtieth year of the Reign of Our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth with Force and Arms of Madraspatnam aforesaid did aid and Assist one Pierre Bourguez in and upon One Parkis Sater in the Peace of God and our said Lord the King then and there being in making an Assault whereby the said Parkis Sater then and there was beat and wounded and ill treated so that his Life was greatly despaired of and other wrongs to the said Parkis Sater then and there were done to the great Damage of the said Parquis Sater and against the Peace of Our said Lord the King his Crown and Dignity.

And this Defendant saith that he pleaded to the said Indictment "not Guilty and the same being traversed came on for Trial at the Sessions of the Peace and Sessions of Oyer and Terminer and Goal Delivery held for the said Town of Madraspatnam and the Districts thereof on the fourteenth Day of April when the Court were pleased to Order as follows —

"This Indictment quashed by Order of Court on the "Motion of Mr. Attorney General, as the Depositions charge "him only as an Assistant to Pierre Bourguez in the Assault "for which he has been just now acquitted and on this "Principle that where there is no Offence there can be no "Assistance" as by the Order so as aforesaid Recorded on the said Indictment may Appear Copy whereof duly certified by the Deputy Clerk of the Peace and now in the Hands of this Defendant and Ready to be produced when Required whereby said Order this Defendant as the plead in Bar to the Complainants Right of Action the said Indictment being for the same Matters and Things Charged by the Complainant in his Bill of Complaint and this Defendant not waiving his said Plea but wholly Relying and insisting thereon for Answer to the Residue of the said Bill or to such Part thereof as this Defendant is advised to be material for him to make Answer unto he saith that on the Second Day of February last about Eight of the Clock in the Morning he was in his Godowns in the Black Town and Pierre Bourguez came there to Taste some Wine and while there the said Pierre Bourguez told this Defendant that the Complainant was making an Outcry of the Effects of the late Agguilly Sater at the House of the said Agguilly Sater and Requested this to go there with him to be a Witness to such Answer as the Complainant would make him on his applying to know for what Reason and by whose Authority he made the said Outcry and Accordingly about Ten of the Clock of the same Morning this Defendant in Company with the said Pierre Bourguez Nicholas Gillet and John Lienard Biggle went together to the House of the late Agguilly Sater and when they came there they found every thing prepared for the Outcry but that it was not begun — This Defendant saith that the said Pierre Bourguez addressed himself to the Complainant and asked him in Portuguese by what Authority he made the said Outcry he Replied and said of his own Authority and the said Pierre Bourguez then Asked the Complainant if he did not know who he was he Replyed and said he knew him not, nor would he know him, The said Pierre

Bourgues said he was the Attorney of the Mrs Agnelly and came there to protest against every thing the Complainant did and to oppose the sale, the Complainant made a Jobb of it and Called him a Villain and a Rascal and taking the said Pierre Bourgues by the Arms he pushed him towards the Door This Defendant saith that he Remarked to the Complainant that it was not Proper to behave in that Manner to a Gentleman but the Complainant persevered and pushed him to the Door of the House and when they were there the Complainant Seized hold of the said Pierre Bourgues by the Hair of his Head and upon this Defendant application he let it go again - The said Pierre Bourgues then said to the Complainant if I was in the Street would you do that? The Complainant Replyed and said yes and immediately he furiously fell upon the said Pierre Bourgues and took hold again of his Hair and with his other Hand he seized hold of a Cane which the said Pierre Bourgues had in his hand and thereupon several black People who appeared to belong to the Complainant seized instantly hold of the said Pierre Bourgues to all least him and using this this Defendant the said John Leonard Beggle and Nicholas Gillet pushed them off that during this time the said Pierre Bourgues and the Complainant were Struggling together and giving each other Blows the Complainant all the time holding him by his Hair and at last they separated.

This Defendant solemnly declareth that during the whole of the Business from this first going to the said Outory to his quitting the said House neither he nor the said Pierre Bourgues behaved with the least Incivility to the Complainant and the Contrary the said Pierre Bourgues manifested great Temper and Moderation and this Defendant saith that the Complainant began the Affair against the said Pierre Bourgues who Neither in Words or otherwise behaved except in this same Defence —

All which Matters and things as far as Regard the said Proceedings at the Quarter Sessions for the said Town of Madras patnam this Defendant prays may be proved at the Hearing of this Cause by the Authenticated Copys of such Proceedings now in the Hands of this Defendant and which shall be produced to this Worshipful Court when Required or at the Hearing of the Cause —

This Defendant humbly submitteth to the Consideration of this Worshipful Court the Hardship of his Case in being harrassed with a criminal and civil Prosecution with an evident View to impede the Exertions of the said Pierre Bourgues to get Justice done to the Family of the Deceased Agnelly Satur and he humbly hopes for reparation in exemplary Costs by way of Damages for the Injurys he hath sustained in Credit and in Person from being twice obliged to give Bail and from being impeded in his Commercial Pursuits and deprived of his Liberty and the Comforts of his House from the mischievous Machinations of the Complainant —

Saurmond

Bosanquet
Atty for Defendt

True Translation
H. Du Pay

Bourgues said he was the Attorney of Mrs Agnelly and
came there to protest against every thing the Complainant
did and to oppose the sale, the Complainant made a Joke of it
and Called him a Villain and a Rascal and taking the
said Pierre Bourguez by the Arms he pushed him towards
the Door This Defendant saith that he Remarked to the
Complainant that it was not Proper to behave in that
Manner to a Gentleman but the Complainant persuaded and
pushed them to the Door of the House and when they were
there the Complainant Seized hold of the said Pierre Bourguez
by the Hair of his Head and upon this Defendant application
he let it go again The said Pierre Bourguez then said to the
Complainant if I was in the Street would you do that The
Complainant Replyed and said yes and immediately he furiously
fell upon the said Pierre Bourguez and took hold again of his
Hair and with his other Hand he seized hold of a Cane which
the said Pierre Bourguez had in his hand and thereupon
several black People who appeared to belong to the Complainant
seized instantly hold of the said Pierre Bourguez to rescue
him and seeing this this Defendant the said John Leonard
Beagle and Nicholas Gillet pushed them off that during
this time the said Pierre Bourguez and the Complainant
were Struggling together and giving each other Blows the
Complainant all the Time holding him by his Hair and
at last they separated.

This Defendant solemnly declareth that during
the whole of the Business from his first going to the
said Factory to his quitting the said House neither he
nor the said Pierre Bourguez behaved with the least

Filed the 29th June 1790

In the Mairie the Mayors
Court at Madraspatnam

Between Jacques Labor of Madras
Inhabitant Complainant and Pierre
Marie Bourmande also of the same place
Inhabitant Defendant

Exceptions taken by the above named Complai-
nant to the Plea and Answer of the above named
Defendant put into the said Complainants Bill of
Complaint

First The said Complainant doth Except to the matter Set forth
by the Defendant by way of Plea because the same being
a part of the Proceedings of the Sessions of the Peace and
Sessions of oyer and Terminer cannot be introduced as a plea
in Bar to a Civil Suit

Second Exception The Complainant doth Except to the Words following
in the Defendants said Plea and Answer contained "This
"Defendant saith that the said Pierre Bourgues addressed
"himself to the Complainant and asked him in Portuguese
"by what Authority he made the said outcry, he replied and
"said of his own Authority and the said Pierre Bourgues then
"asked the Complainant if he did not know who he was he
"replyed and said he knew him not, nor would he know
"him The said Pierre Bourgues said he was the Attorney
"of Mrs Agaveldy and came there to Protest against every
"thing the Complainant did and to oppose the sale the
"Complainant made a Joke of it, and called him a Villain

"said Vascal and taking the said Pierre Bourgues by the
"Arms he pushed them towards the door of this Defendant
"that he remarked to the Complainant that it was not
"proper to behave in that manner to a Gentleman but
"the Complainant persevered and pushed him to the door
"of the House and when they were there the Complainant
"seized hold of the said Pierre Bourgues by the Hair of his
"Head and upon this Defendants Application he left it
"go again the said Pierre Bourgues then said to the
"Complainant if I was in the Street would you do what the
"Complainant Displayed and said yes and immediately he furiously
"fell upon the said Pierre Bourgues and took hold again
"of his Hair and with his other Hand he Seized hold of
"a Cane in which the said Pierre Bourgues had in his hand
"and thereupon several Black people who appeared to
"belong to the Complainant seized instantly hold of the said
"Pierre Bourgues to all least three and during this, this
"Defendant the said John Leonard Beggle and Nicholas
"Gillet pushed them off that during this time the said Pierre
"Bourgues and the Complainant were Struggling together
"and giving each other Blows the Complainant all the time
"he Dang him by his Hair and at last they Separated"
for this Exceptant saith the same is irrelevant and impertinent. —

Third Exception. This Complainant doth Except to the Words
following in the Defendants said Plea and Answer contained
"This Defendant solemnly declareth that during the whole
"of the Business from his first going to the said Factory
"to his quitting the said House neither he nor the said Pierre
"Bourgues behaved with the least Incivility to the Complaint
"on the Contrary the said Pierre Bourgues manifested
"great Temper and Moderation and this Defendant saith
"that the Complainant began the Assault against the said
"Pierre Bourgues who neither in Words or otherwise behaved
"except in his own defence" for this Complainant saith the
same is irrelevant and impertinent.

Fourth Exception This Complainant doth, Except to the Words
following in the Defendants said Plea and Answer contained
"all which matters and things as far as Regard the said Proceedings
"at the Quarter Sessions for the said Town of Madras-
"patnam this Defendant prays may be proved at the Hearing
"of this Cause by the Authenticated Copy of such proceedings
"now in the Hands of this Defendant and which shall be
"produced to this Honble Court when Required or at the
"Hearing of the Cause" because the same is irregular irrelevant
and impertinent.

And Lastly this Complainant doth Except to the Name
"Faurmonde" subscribed to the Defendants said Plea and Answer
because the Defendant has not to his said Answer Subscribed
his Christian Name but has Subscribed his Surname
only which is an insufficiency for as much as this Exceptant
has not the means of ascertaining whether it is or is not
Pierre Marie Faurmonde or some other Person.

For all which Reasons and for
such as may further Suggest themselves
to the Equity and Wisdom of this Honble
Court this Complainant Excepts against
the said Defendants Answer as containing
Matter foreign and impertinent to the Cause
of Action before this Honble Court and
therefore prays that this Honble Court

Would be pleased to Order that the
Several parts Excepted to may be
expunged from the said Answer as
irregular and impertinent and that the
Defendant may Amend his Answer
to the Complainants Bill accordingly

Stuart Hall
Att.y for Compl.t

Filed 27th July 1790

To the Worshipful the Mayors
Court at Madraspatnam

Between Sankis Taloor of Madras
Inhabitant Complainant and Pierre
Marie Faurmande of the same Place
Inhabitant Defendant —

Answer of the above named Defendant to the
Exceptions of the above named Complainant

This Defendant Answereth to the said
Exceptions generally by Stating that the Complainant hath
throughout his Exceptions mistaken the legal or equitable
Meaning of the Word or the Practice whereunto Exceptions
Apply — for this Defendant saith that "Exceptions to Answer
"are the Allegations of the Plaintiff to the Defendants —
"Answer Alledging that a Part or the whole thereof is
"or Ought particularly expressed or Set forth in such Exceptions"

If the Defendants Answer be good to a
Common Intent the Plaintiff must apply and prove the
Matter of the Bill to be true, if he can, and not insist
upon the Insufficiency of the Answer that is meant of Things
transacted publickly, whereof there may be a general Cognizance
for of Matters done by the Defendant privately or resting
in his own Knowledge only he ought to Answer particularly
and with Certainty."

This Defendant also saith that Exceptions being
in the Nature of Dilatory Pleas and therefore tending to avoid
the Substantial Merits of the Cause and instead thereof
promoting Delay Vexation and Expence should be received
with Caution and only on such Occasions where the Necessity
of the Case requires, and by way of special Answer to each
of the Exceptions of the Complainant this Defendant Saith
First — This Defendant on Answer to the first Exception
saith — First that it is a general Doctrine that in all Courts
of Competent Jurisdiction their Acts are conclusive on other
Courts and if so the Judgment at the Sessions being for
the same Things now in Action before this Honble Court
was proper Matter for a Plea in Bar thereto —
Secondly the Complainant should have demurred to this
Defendants Plea if insufficient or Replied thereto and
so put this Defendant if he pleased on a Proof thereof
and the Court would have proceeded regularly in either Case
to Judgment thereon — Thirdly Since the Plea goes fully
into the Charge of the Bill and Sets forth Things
transacted publickly the Complainant by the Doctrine
of Exceptions as above Stated ought to have Replied

Thereto

Thereto and not to have pretended any Insufficiency in the Answer.

Second. This Defendant in Answer to the Second Exception Saith that the Part of the Defendants Answer to which such Exception is made makes Part of the plain Narrative of those Things which led to this Defendants Conduct in the Matters in Question in this Suit and of publick Notoriety and therefore According to the Doctrine above Stated is not Subject to Exception.

Third. This Defendant gives the like Answer to the Third Exception of the Complainant as he hath above Set forth by way of Answer to the Second Exception.

Fourth. This Defendant in Answer to the fourth Exception Saith that According to the Doctrine above Stated Respecting Exceptions the Part in Question of this Defendants Answer is certainly freed of Exception for it prays the Proof of the Premises by the Record of Court of Competent Jurisdiction to decide thereon and this Defend.t presumes to aver that the pleading of a Record of a Court of Competent Jurisdiction to prove any given fact is in Point of the Matters in Contest cannot be irregular irrelevant or impertinent — To the Last Exception this Defendant Answereth by saying that his full Name and Discription is Written at the Head of the Answer in the like and the same Words and Letters as they are written in the Bill of Complaint and other Proceedings in this Cause and that he hath Sworn to his said Answer before the Competent Magistrate to Receive his Affidavit thereto, and that his Signature is such as is customary with this Nation and generally in use by them, and that he hath always understood That at the Christian Names may be formal and Necessary in the Body of all publick and particular Acts, Deeds, or Writings so as to be descriptive of the Person in case of Need the Signature to the Execution thereof is most valid when it most accords to the general usage of the Writer and that the Reason thereof is that the Signature at length of all the Names or any Mode of Signature conformy to general usage Altho' not directly exceptionable might in a Matter importing Suspicion be an additional Ground for warranting Such Suspicion —

For all which Reasons as well as the litigious and Vexatious Conduct of the Complainant as glaringly manifested by his Proceedings in this Worshipful Court against this Defendant he humbly hopes and prays that the Complainants Exceptions be thrown out with exemplary Costs and this Defendants Plea and Answer may be adjudged good and Sufficient

Popham

Atty for Defendant

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 3d Day of August Anno Dominii 1790

Present

Vincentio Corbett Esquire Mayor
James Ball and Andrew Ross
Aldermen

Sarquis Satoor
vers
Pere Marie Journmounde

Bille Read
Affidavit of the Complainant Read
Plea and Answer Read
Exceptions Read
Answer thereto Read

The Complainants Exceptions to the Defendants Plea and Answer 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 Read due Consideration thereon are of Opinion that the first and fourth Exception taken by the Complainant to the Defendants Plea and Answer are good and Sufficient This Court doth therefore think fit to Order and doth Accordingly Order that the Defendant do Amend his Plea and Answer in the parts Excepted to by the first and fourth Exceptions The Court are further of Opinion that the Second Third and Last Exceptions are insufficient it is therefore Ordered that they be over Ruled and that each Party do pay their own Costs — Steve Extract.

Fort St. 7th August 1790

To the Honble the Mayors Court at Fort St. George

Humbly Complaining Sheweth unto this Honble Court your Orator Cody Achitty of Madras Merchant that George Adamson of the same place Merchant Stands justly and truely indebted unto your Orator in the Sum and Just Sum of Three hundred and Ninety Six Star Pagodas and Seventeen fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Fifty Eight Pounds and Eleven Shillings or thereabouts as will manifestly and at large appear by the Copies of an Account Current and Bond hereunto Annexed for the Inspection of this Honble Court which your Orator Prays may be admitted as part of this his Bill of Complaint the Originals of which are in your Orators Possession and Ready to be produced when ever 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 Three hundred and Ninety Six Star Pagodas and Seventeen fanams from the said George Adamson —

But now so it is May it please this Honble Court the said George Adamson obstinately and wilfully Refuses

Please to pay the above and place your Brother any moneys
of Colquhoun Readhead the Sum of Pounds your Brother may
Draw upon Sir Hugh Inglis Bart. Chief Justice of Jamaica Spanish Town
Jamaica Pounds Sterling as Witness my hand and Seal at Port
Royal the day of in the year of our Lord One Thousand
Seven Hundred and Ninety Sealed and Delivered
in the Presence of

Wm Adamson

Port Royal Gaol 16th July 1790

Received of Cooty Chitty Esqr. the Sum of Three Hundred and
Ninety six Pounds Seventeen Shillings Sterling in full of all
Demands and Actions whatsoever I have against him or his
Brother Colquhoun Readhead Esqr. to the day of the date
hereof Witness my hand and Seal the day and year above
written

Wm Adamson

Sealed and Delivered
in the Presence of
Wm Walker
Clerk to Campbell

Know all Men by these Presents that I Cooty Chitty
of Port Royal Planter am held and firmly bound unto
Colquhoun Readhead of Port Royal Esqr. in the Sum of
Seven Hundred and Seventy four Pounds Sterling to be
paid to the said Colquhoun Readhead his Executors
Administrators or Assigns for which Payment well and
truly to be made I bind myself my Heirs Executors and
Administrators firmly by these Presents Sealed with my
Seal Dated this 16th day of July in the Year of our Lord
One Thousand Seven Hundred and Ninety

The Condition of the above Obligation is such that if
the above bounden Cooty Chitty his Heirs Executors
Administrators or Assigns do and shall well and truly
pay or cause to be paid unto the above named Colquhoun
Readhead his Executors Administrators or Assigns the
full and just Sum of Three Hundred and Eighty eight
Pounds Sterling on the 16th day of July 1791 with
Interest for the same at the Rate of twelve pounds per
Centum per Annum from the date hereof then the above
Obligation to be void and of none Effect or else to remain
in full Force and Virtue

Sealed and Delivered
in the Presence of
Wm Walker
Clerk to Campbell

Cooty Chitty

Dr Mr George Adamson in Account Current with Cooty Chitty Cr

1790				1790			
Febry	18	To Amount of your Band of this Date	377.32	July	16	By Balance due to me	396.17
July	16	To Interest on Ditto to this Day being 4 Months and 28 Days at 12 ₱Ct. ₱annum	18.30				
		Star Pags.	396.17			Star Pags.	396.17

Port St George 16th July 1790

Errors Excepted

₱ Cooty Chitty

a True Copy

₱ Walker

Clerk to Campbell

Know all Men by these Presents that I George Adamson of Fort Saint George Merchant am held and firmly bound unto Cooty Chitty of the same Place Merchant in the Penal Sum of Three Hundred and Fifty five Star Pagodas and Ninetien Fanams Current Money of Madras to the Payment whereof well and truly to be made to the said Cooty Chitty his Heirs Executors Administrators or Assigns I do hereby bind my Self my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my hand and Seal in Fort St George this Eighteenth Day of February in the Year One Thousand Seven Hundred and Ninety

Whereas the above bound George Adamson hath borrowed and Received of the above Named Cooty Chitty the full and Just Sum of Three Hundred and Seventy Seven Star Pagodas and Thirty Two fanams Current Money of Madras to Run at Interest at the Rate of Twelve /12/ Per Cent Per Annum Payable in Two Months from the date hereof. —

Now the Condition of this Obligation is such that if the above bound George Adamson his Heirs Executors Administrators or Assigns shall well and truly Pay or Cause to be Paid unto Cooty Chitty his Heirs Executors Administrators or Assigns the full and Just Sum of Three Hundred and Seventy Seven Star Pagodas and Thirty two fanams together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to continue in full force and Virtue —

Signed Sealed and Delivered wherein Stamped Paper is to be had in the Province of — — —

Geo: Adamson (Seal)

Anne Coke

Mayors Court at Madraspatnam } Tuesday the 23rd Day of Augt Anno Domini 1790

Present

Vincentio Cortlt Esquire Mayor

William Webb — Andrew Ross

and

Henry Critchley Michell — Aldermen

Between Cooty Chitty of Madras Merchant Complainant and George Adamson of the same place Merchant Defendant. —

The Defendant by his Attorney Mr Chalmer 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 Three Hundred and Ninety Six Pagodas and Seventeen Fanams Pagodas 396. 17. " Together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit —

Jean

Filed 19th June 1790

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Shews unto
unto this Honble Court your Orator Stephen Sevens
Captain in the Service of the United Company of
Merchants of England trading to the East Indies at
their Presidency of Fort Saint George that Henry
Stge of Madras Inhabitant stands indebted unto your
Orator in the Sum of Sixty four Pagodas
Seventeen Fanams and forty Cash Current Money of
Madras making in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the
Sum of Twenty One Pounds and fourteen Shillings
or thereabouts as will more fully and at large appear
by the Copy of an Account hereto annexed for the
Inspection of this Honble Court and prayed by your
Orator to be taken as part of this his Bill of Compll
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 Sixty
four Pagodas Seventeen Fanams and Forty Cash

But now so it is may it
Please this Honble Court the said Henry Stge evil
intentedly and deceitfully refuses to pay the same or to give
your Orator any manner of Satisfaction touching the
Premises your Orator prays a General Relief such as
to this Honble Court shall appear agreeable to Equity
and good Conscience To the End therefore that the said
Henry Stge may appear for Corporal Oath to the
true best and perfect Answer make to all and singular the
Matters and things herein before set forth and
as fully large and effectually to all Intents and Purposes
as if the same were severally repeated and Interrogated and
that he may be decreed to pay unto your
Orator the aforesaid Sum of Sixty four Pagodas Seventeen
Fanams and forty Cash with all such Interest as
may accrue thereon from the Time of Filing
of this Bill

(S) May it Please this Honble Court
to Cause the said Henry Stge to be Summoned
Required by the Sheriff of Fort Saint George Company
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 —

Stephens
Atty for Compltt

June 1790 This Bill was shewn
to me in the case of Adjournment
Let a Summons issue Returnable
Next Court Day — — —

Vinc. Corbett
Mayor

Henry Stge to Stephen Sevens .. Dr

To Cash Received by your from Serjeant
Bate of the Hanoverians for Bread
Supplied in the month of April last } Pags. 5 34 17 10.

E. E. S. Sevens

Madras
18th June 1790.

a true Copy
Stephens

Dated the 29th June 1790

In the Worshipful Mr. Mayor's Court at Madraspatnam

Between Stephen Lewis Comptt and Henry Hyde Defendt

The above named Complainant Michl M Cash and Saith that the above named Defendant Stands justly and truly indebted unto this Deponent in the Sum and just Sum of Fifty four Pagodas Seventeen Fanams and Forty Cash. And this Deponent further Saith that the Nature of this Demand is Stated in an Account Current annexed to his Bill of Complaint filed in this Honble Court on the Nineteenth Day of this Instant June.

Sworn in Madras this 28 day of June 1790 before me

Jno Call
Clerk Alderman

M Cash
Comptt for Comptt

Mayor's Court at Madraspatnam Tuesday the 29th Day of June 1790

Present

Vincentio Corbett Esquire Mayor
William Webb Andrew Ross
and Henry Chichley Herbert Aldermen

Between Stephen Lewis on the Madda Company Service Comptt and Henry Hyde of Madras Inhabitant Defendt

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 that the Defendant Shall pay unto the Complainant the full and just Sum of Fifty four Pagodas Seventeen Fanams and forty Cash Pags 54.17.40 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.

Jno Call Clerk

Filed the 8th Octr 1768.

To the Worlle the Mayor
Court at Madrasspatnam

Humbly Complaining Shew Records
this Worlle Court your Orator Roger Parnell late
of Masulipatam but at present of Sojeram Esquire
for himself and George Wescott late of Masulipatam
but at present residing in Great Britain Esquire
That Candraigula Jaggunnaut Row late of Masulipatam
but at present of Madras Merchant stands Indebted
unto your Orator and the said George Wescott in
the full and just Sum of Two Thousand Six hundred
and Sixty Three Pagodas two fanams and forty Cash
Current Money of Madras making in Sterling Money
of Great Britain at the Rate of Eight Shillings
for every Pagoda the Sum of One Thousand and Sixty
five Pounds four Shillings and five Pence or thereabouts
as may more particularly appear by Copy of an Account
Current hereunto annexed for the inspection of this
Worlle Court which your Orator prays may be admitted
as part of this his Bill of Complaint the Original
whereof being in your Orator Possession and Ready
to be produced if Required, Arising upon the principal
and Interest of and upon a Bond or Obligation executed
and Signed by the said Candraigula Jaggunnaut Row
for the Penal Sum of four Thousand four hundred
and forty three Madras Pagodas twenty five fanams
and twenty eight Cash under the date of the Twenty
fifth day of December One Thousand Seven hundred
and Eighty Seven Conditioned for the Payment of the
Sum of Two Thousand Two hundred and Twenty One
Madras Pagodas Thirty fanams and fifty four Cash unto
your Orator and the said George Wescott in four Months
from the date thereof together with Interest at and after
the Rate of Twelve per Cent per Annum as may more
particularly appear by a Copy thereof hereunto annexed
for the Inspection of this Worlle Court which your
Orator prays may be Admitted as part of this his Bill
of Complaint the Original whereof being in your
Orators possession and Ready to be produced if Required
And Whereas your Orator hath frequently and in
an Amicable Manner Requested Payment of the said
Sum of Two Thousand Six hundred and Sixty three
Pagodas two fanams and forty Cash from the said Candraigula
Jaggunnaut Row —

But now so it is May it Please
this Worlle Court the said Candraigula Jaggunnaut Row
Obstinately and Wilfully Refuses to pay the same or to give
your Orator any Manner of Satisfaction Touching the
Premises your Orator therefore prays a General Relief
such as to this Worlle Court shall appear Agreeable
to Equity and good Conscience To the End therefore
that the said Candraigula Jaggunnaut Row 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

he may be Decreed to pay unto Your Orator and the Said Georgi Vlachotti the aforesaid Sum of Two Thousand Six hundred and Sixty three Pagodas, Two fanams and forty Cash together with all Such Interest as now is or shall hereafter become due thereon also all Costs of this Suit—

May it Please this Honble Court to Cause the said Cantraigula Saggernaut Row to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet—

Fort St. George
1st Octr. 1758.—

Jf Du Pré
Atty Compt

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

Edwd. Garrow
Mayor

Cantraigula Saggernaut Row vs Company

1758	To the Amount of your Bond of this date	2224	30 54
	" Madras Pagodas		
1758	To Interest on Do from the 25th Octr to Date		
	at 12 p Cent p Ann. being 29 (a 12 p Cent		
	p Annum	199	9 60
		2424	40 24
	Madras Pagodas		
	M.E. Ex		
	Wherein Sum of 2424. 40. 24. (a The Exchange		
	110 Star Pagodas for 100 Sd. Co.		
	"	2663	2 40
	Star Pagodas	2663	2 40

By Balance

Star Pags

Errd. Exd.
Edwd. Garrow
Mayor

Sworn in Court
Edwd. Garrow
Mayor

M Reg.d 1442.2298.

Know all Men by these Presents that I Suggunaut Row of Masulipatam are held and firmly bound unto Mrs.r George Westcott & Roger Darvall of Masulipatam in the Penal Sum of Four Thousand Four hundred and forty Three Pagodas Twenty Five fanams and Twenty Eight Cash to the Payment whereof well and truely to be made to the said Mrs.r George Westcott & George Darvall their or either of their Heirs Executors Administrators or Assigns I do hereby bind my self my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Fort St.t George this Twenty fifth day of December in the Year One Thousand Seven Hundred and Eighty Seven.

M Reg.d 2221.305.

Whereas the above bound Suggunaut Row hath borrowed and Received of the above Named Mrs.r George Westcott & Roger Darvall the full and just Sum of Two Thousand Two Hundred and Twenty One Madras Pagodas Thirty fanams and Fifty Four Cash to Run at Interest at the Rate of Twelve /12/ per Cent per Annum Payable in Four Months from the date hereof

Now the Condition of this Obligation is such, that if the above bound Suggunaut Row his Heirs, Executors, Administrators, or Assigns shall well and truly pay or cause to be paid unto Mrs.r George Westcott & Roger Darvall their or either of their Heirs Executors Administrators or Assigns the full and just Sum of Two Thousand Two Hundred and Twenty One Madras Pagodas Thirty fanams and fifty [illegible] or with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to continue in full force and Virtue.

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

[illegible]

Vendrangula Jaggunaut Row

True Copy

W Dallas
Attorney Clerk

Filed the 29th March 1792

The Answer of Vendrangula Jaggunaut Row at present of Madras Inhabitant Defendant to the Bill of Complaint of Roger Darvall of Injeram for himself and George Westcott late of Masulipatam but at present of Great Britain Esquire Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the many Errors uncertainties 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 hopes he may not be obliged to Comply with the present demand made on him by the Complainants for that some time

time ago he was called down from the northward the place of his Residence to the Presidency by Government on public matters and has been detained there ever since and has by Reason thereof been wholly deprived of making those arrangements Necessary to Liquidate the heavy Claims that have been made on him by his Creditors. This Defendant therefore Relying on the Equity of his prayer humbly hopes this Worshipful Court will be pleased to indulge him with time to Liquidate the demand made on him by the Complainants —

All such Matters and things this Defendant is Ready and willing to aver maintain and prove as this Worshipful Court shall direct and most humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained —

Candrasigula Jaggernaut Row

Sworn to before me
this 29th day of March 1790
Vinc. Corbett
Mayor

J Stuart Hall
Atty for Defendt

Mayor's Court at Madraspatnam } Tuesday the 16th day of Augt
Anno Domini 1790

Present

Vincentius Corbett Esquire Mayor
William Webb } Aldermen
Henry Chichley Michell }

Between Roger Daniell of late of Masulipatnam but at present of Great Britain Esquire Complainant and Candrasigula Jaggernaut Row late of Masulipatnam but 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 Complainants Bill with Copy of an Account Current and Copy of a Bond or Obligation Annexed the Defendants Answer On Hearing the Pleadings made use of by the Attornies and due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Thousand Six hundred and Sixty three Pagodas Two fanams and forty cash / Pags 2663. 2. 40 / together with all such Interest as now is or shall hereafter became due thereon until full payment is made also all Costs of this Suit

Jpon

Filed 27th Augt 1790

To the Worshipful the Mayors Court at Madras Patnam

Between John Balfour & Samuel Edward Lindersley and Sir John Mengies Baronet Executors named in the Last Will and Testament of James Mosley Deceased Complainants and Chinnia Sirrumah Chitty Defendant

The Humble Petition of the above named Complts

Sheweth

That the said James Mosley did in his life time that is to say on the Thirtieth day of September which was in the year of Our Lord One Thousand Seven hundred and Eighty Eight file a Bill of Complaint in this Worshipful Court against the above named Defendant for the Recover of the Sum of One Thousand and Seventy Star Pagodas due unto the said James Mosley on the Balance of an Account Current arising upon Shaw Bazar Copies whereof are annexed to the said Bill of Complaint That the usual time for answering being expired, and the Defendt having neglected to file his Answer a Decree passed against him for the said Sum with Interest and Costs of Suit That the above named Defendant thinking himself aggrieved by the said Decree of the Mayors Court did on the Eighth day of December in the said year One Thousand Seven hundred and Eighty Eight file a Petition to the Court of Appeals your Petitioners therefore prays this Worshipful Court will be pleased to Order the Register of this Worshipful Court to send up the Original papers in the above Cause to the said Court of Appeals to Allow the hearing of the said Cause.

Bristow
Atty for Petr

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 27th Day of August Anno Domini 1790.

Present

Vincent Corbett Esquire Mayor
Andrew Ross and John Mitford
Aldermen!

John Balfour Nathaniel Edward Lindersley and Sir John Menzies Executors of James Mosley Deceased
Vers
Chinnia Sirrumah Chitty

Petition of the Complainants praying that the Proceedings in this Cause maybe sent up to the Court of Appeals Read and filed this day - Ordered that the Proceedings be sent up to the Court of Appeals.

A true Extract

Fides 11th August 1790

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orators Edward Payne and Peter Payne of the City of London Merchants and Partners by their Acting Attorney William Collins Jackson of Fort Saint George Esquire That some time ago a partnership subsisted between Alexander Johnston then of London Merchant but since deceased and Samuel Johnston then also of London Merchant but now of Fort Saint George Esquire in the Service of the United East India Company of Merchants under their presidency of Fort Saint George Esquire under the Name Stile or Firm of Alexander Johnston and Son and your Orator further Shew that certain Mercantile dealings and Transactions having Subsisted between the said House of Alexander Johnston and Son and your Orator and that in the course of such dealings and Transactions the said Alexander Johnston and Son did become indebted to your Orator in a considerable Sum of Money for which your Orators have not Received any payment Security or Satisfaction whatever save and except two several Bills of Exchange drawn by your Orator upon and accepted by the said Alexander Johnston and Son One of which said Bills of Exchange is Dated the Twenty Third day of June One Thousand Seven Hundred and Seventy five whereby the said Alexander Johnston and Son were Required four Months after date to pay to the Order of your Orator the Sum of Four Hundred and

the other of the said Bills dated the Twenty Sixth day of September One Thousand Seven Hundred and Seventy five whereby the said Alexander Johnston and Son were Required three Months after date to pay to the Order of your Orator the Sum of Four Hundred and Thirty Nine Pounds and five Shillings as by the said several two Bills of Exchange and the acceptances thereon in the possession of your Orators said Attorney ready to be produced and to which your Orators crave leave to refer may Appear and which said two several Bills of Exchange so drawn upon and Accepted by the said Alexander Johnston and Son were in consideration of and as payment for Goods actually sold and delivered by your Orator to the said Alexander Johnston and Son and your Orator further Shew that some time after the said Bills were so drawn and Accepted as aforesaid the said Alexander Johnston and Son did stop payment and your Orators shew that at the time the said Alexander Johnston and Son did so Stop payment they possessed a property much more than adequate to the payment of all debts by them justly due and owing and your Orator further Shew that the Creditors of the said Alexander Johnston and Son did on the failure aforesaid Appoint the said Samuel Johnston to collect in and receive on their Account the said Property and that the said Samuel Johnston Actually did collect in and receive a very considerable part thereof but that the said Samuel Johnston has not accounted with your Orator for any part of their Claims thereon and your Orator Shew that the said Alexander Johnston did sometime since depart this life and that thereby the said Samuel Johnston as Surviving Partner of the said House of Alexander Johnston and Son and under the Circumstances aforesaid is become

Accountable to your Orator for their Claims thereon and thereby and by means thereof stand justly and truly indebted unto your Orator in the full and just Sum of Two Thousand and Eighty Eight Pagodas Twelve Fanams and Twenty Cash Current Money of Madras Making and Sterling Money of Great Britain at the Exchange of Eight Shillings for every Pagoda the Sum of Eight Hundred and Thirty four Pounds Two Shillings and a Penny as Remainder as by an Account Current Copy whereof is thereunto annexed for the more perfect of this Honble Court to which your Orator begs leave to Refer and prays the same may be admitted and taken as part of this their Bill of Complaint the Original of which in the possession of your Orator said Attorney and ready to be produced when required will more fully and at large appear. —

and your Orator shew that they have by their said Attorney frequently and in an amicable manner Requested the said Samuel Johnston to pay unto your Orator the said Sum of Two Thousand and Eighty Eight Pagodas Twelve Fanams and Twenty Cash. —

But now so it is may it please this Honble Court that the said Samuel Johnston Combining and Confederating to and with divers other persons to your Orator at present unknown whose Names when discovered your Orator pray may be made parties hereto with all apt words to charge them so to do and to the end your Orator gives out and pretends that when the said Alexander Johnston and Son stopt payment the property belonging thereto was very trifling and that the same was delivered up to their Creditors to be divided amongst them Whereas your Orator charge and so the truth is that the property of the said Alexander Johnston and Son at the time of Insolvency aforesaid was very considerable and fully adequate to the payment of all just claims thereon and that the same never was divided amongst the said Creditors - and that Pretends the said Samuel Johnston pretends that he is not accountable to your Orator for that no part of the property of the said Alexander Johnston and Son ever came into his Sole Custody and possession but your Orator expressly charge and so the truth is that the Creditors of the said Alexander Johnston and Son did appoint the said Samuel Johnston to collect in and receive the property of and belonging to the said Partnership and that he the said Samuel Johnston did absolutely collect in and receive the whole or the greatest part thereof which at their Times the said Samuel Johnston readily admits but then he pretends that the Transaction is of long Standing and that he has forgot the particulars thereof all which Actings and doings of the said Samuel Johnston and his Confederates are contrary to Equity and good Conscience and tend to your Orator great wrong and injury In tender Consideration whereof and for as much as your Orator are remediless at the premises but by the aid and assistance of this Honble Court To the End therefore that

the said Samuel Johnstan and his Coadjutors whom Discovered pray upon their Corporal Oaths full true Direct and perfect Answer make to all and Singular the Matters and things herein before charged and Setforth as fully truly and particularly as if the same were here particularly Repeated and they thereunto particularly interrogated and the more especially that the said Samuel Johnstan may Setforth whether some time ago and when a Partnership did not subsist under the Name Stile or Firm of Alexander Johnstan and Son or under some and what other Firm and whether the said Samuel Johnstan was not one of the Partners under the said Firm Whether certain Mercantile dealings and Transactions did not Subsist and take place between the said Partnership of Samuel Johnstan and Son and your Orator and whether in the Course of such dealings and Transactions the said Partnership did not became indebted unto your Orator on a very considerable or some and what particular Sum of Money and whether your Orators did not draw on the said Alexander Johnstan and Son the two several Bills of Exchange aforesaid and whether they did not duly accept the same and whether the same or either and which of them was ever paid and discharged and how and in what manner and whether such Bills so drawn and accepted as aforesaid were not in Consideration of and as payment for Goods Actually sold and delivered to the said Alexander Johnstan and Son or for some and what other consideration whether same and how long time after the said Bills were so drawn and accepted as aforesaid the said House or Partnership of Alexander Johnstan and Son did not Stop payment and whether at that time they did not possess property to an amount more than Sufficient to pay and discharge all debts and demands by them justly due and owing and whether the Creditors of the said Alexander Johnstan and Son or some and what part thereof did not some time and when appoint the said Samuel Johnstan to Collect in and receive on their Account the said property and whether he did not collect in and receive the same or some and what part thereof to a very considerable or some and what other amount and that the said Samuel Johnstan may Setforth and say whether some and out of the said property or by any other means he has ever accounted with your Orators for the whole or any and what part of their Claims on the said Partnership of Alexander Johnstan and Son and that the said Samuel Johnstan may further Setforth and say whether the said Alexander Johnstan did not some time ago and when depart this Life and whether he is not thereby the only Surviving Partner of the said Partnership of Alexander Johnstan and Son and what the said Samuel Johnstan may be decreed to pay unto your Orators the said Sum of Two Thousand and Eighty Eight Pagodas Twelve Fanams and Seventy Cash with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

May it please this Honble Court to Cause the said Samuel Johnstan to be

Summoned

Summons and Bond issued & the Sheriff of Kent Esqr
Prays Decree for Balance with Interest & Costs
Affidt of Service & the said Defendants Appearance
Bond & Warrant to be sent Defendants Agent Merle
Court not to sit on Saturday and Monday to be next Term
Court adjourned over Christmas Day and Monday to Saturday
Affidt of Service & Defendants Appearance & Pleas
Pleas Rule for Plaintiffs Attorney to reply
Rule for Commission to take Depositions
Commission issued

In the Prerogative Court of Canterbury

Pleas Rule Saturday next Plaintiffs Attorney to reply

Replication filed

Commission returned executed

The Complainants Petition Affidavit & Exhibits filed

Subpoena to Rejoin issued & Affidt of Service

Rejoinder filed

Commission issued

Affidt of Service & Commission returned

Rule for Plaintiffs Attorney to Rejoin

Rejoinder filed

Subpoena to Hear Judgment issued & Affidt of Service

Decree

Pleas Rule Saturday next Defendants Attorney to Demur

Demurrer filed

Subpoena to Hear Judgment issued & Affidt of Service

Decree

Pleas Rule Saturday next Plaintiffs Attorney to reply

Replication filed

Commission issued & Affidt of Service

Commission returned executed

Filed 11th August 1790.

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

Between Edward Bayne and
Rene Payne by their Acting Attorney
William Collins Jackson Complainant
and
Samuel Johnston Defendant.

The Affidavit of the above named William Collins Jackson.

William Collins Jackson the Acting Attorney of the above named Complainants maketh Oath and saith that Samuel Johnston the Defendant above named stands justly and truly Indebted, as the same appear by the Affidavit hereunto annexed unto the Complainants in the full and just Sum of Two Thousand and Eighty Eight Pagodas Twelve fanams and Twenty Cash and this Deponent further saith that he has Reason to believe that the said Samuel Johnston will abscond on hearing this Bill is filed against him.

W. C. Jackson

Sworn to before me
this 11th day of August 1790.

Vin^t Corbett
Mayor

A

Dr^s Mess^rs Alexander Johnston & Son of London with Ed^d & Rene Payne Cr^s

1775					
Oct^r 26	To their Acceptance unpaid	£ 439.. 6.. 2	Jan^y 12	Cash part of a Bill	£ 104.. .. ..
Dec^r 29	To Ditto ..... unpaid	439. 5..	April 2	Bills due 3 July 1777	244. 18. 4
1784					
Dec^r 31	Postage of Letters	15. 4..	.. ..	Bill due 12 Jan^y 1780	62. 1. 8
1789					
Dec^r 31	Interest in Acct^ current	364.. 6..	1789 Dec^r 31	Ballance due to Acct^s	835.. 7. 1
		£ 1243. 7. 4			£ 1243. 7. 4
	To Ballance from above ..	£ 835.. 7. 1			

London Decem^r 31. 1789
E. & Edw^d J. Rene Payne

L S

Rene Payne of Lothbury in the City of London Merchant and John Francis Kalm Clerk or Book keeper to Edward Payne and the said Rene Payne of Lothbury aforesaid Merchants and partners severally make Oath and say and first this Deponent Rene Payne for himself saith that Samuel Johnston of Madras in the East Indies Esquire / answering Copartner of Alexander Johnston late of the City of London Merchant Deceased and which said Alexander Johnston and Samuel Johnston same time since carried on Trade together as Merchants in London by and under the Name Style and Firm of Alexander Johnston and Son / is Justly and truly indebted to

Filed 11th August 1790.

In the Worshipfull the Mayors
Court at Madraspatnam

Between Edward Payne and
Rene Payne by their Acting Attorney
William Collins Jackson Complainant
and
Samuel Johnston Defendant.

The Affidavit of the above named William Collins Jackson.

William Collins Jackson the Acting Attorney of the above named Complainants maketh Oath and saith that Samuel Johnston the Defendant above named stands justly and truly Indebted, as the same appears by the Affidavit hereunto annexed unto the Complainants in the full and just Sum of Two Thousand and Eighty Eight Pagodas Twelve fanams and Twenty Cash and this Deponent further saith that he has Reason to believe that the said Samuel Johnston will abscond on hearing this Bill is filed against him.

Sworn to before me
this 11th day of August 1790.
Vin.t Corbett.
Mayor

W. C. Jackson

Attorney for Complainants

A

Dr. Mess.rs Alexander Johnston & Son of London With Cr.
Edward & Rene Payne

1775.					
Oct.r 26	To their Acceptance unpaid	£ 439.. 6.. 3..	Janry 12 Cash part of a Bill £	104..	
Dec.r 29	To Ditto ..... unpaid	439. 5..	april 2.. Bills due 3 July 1777	244.. 18.. 4.	
1784					
Dec.r 31.	Postage of Letters	15. 4..	" " " Bill due 12 feby 1780	62.. 1.. 8	
1789					
Dec.r 31.	Interest on Acct current	364.. 6..	1789 Dec.r 31. Ballance due to us.	835.. 7.. 1.	
		£ 1243.. 7.. 1.		£ 1243.. 7.. 1.	
To Ballance from above		£ 835.. 7.. 1..			

London Decem.r 31. 1789
E. & Edw.d & Rene Payne

L.S.

Rene Payne of Lothbury in the City of London Merchant and John Francis Kalm Clerk or Book Keeper to Edward Payne and the said Rene Payne of Lothbury aforesaid Merchants and partners severally make Oath and say and first this Deponent Rene Payne for himself saith that Samuel Johnston of Madras in the East Indies Esquire / surviving Copartner of Alexander Johnston late of the City of London Merchant Deceased and which said Alexander Johnston and Samuel Johnston some time since carried on Trade together as Merchants in London by and under the Name Stile and Firm of Alexander Johnston and Son / is justly and truly indebted to

to this Deponent Rene Payne and to the said Edward Payne his partner in Trade in the Sum of Eight hundred and Ninety five Pounds Seven Shillings and One Penny of lawful Money of Great Britain upon the Ballance of the Account hereunto annexed marked with the Letter A for which said Sum or any part thereof he this Deponent Rene Payne hath not nor hath the said Edward Payne his partner to this Deponent Knowledge or belief Received any Security or Satisfaction Whatsoever save and except two several Bills of Exchange drawn by the said Edward Payne and this Deponent upon and accepted by the said Alexander Johnston and Son one of them dated the Twenty third day of June One Thousand Seven hundred and Twenty five whereby the said Alexander Johnston and Son were Required for four Months after date to pay to the Order of the said Edward Payne and this Deponent the Sum of four hundred and Thirty Nine Pounds six Shillings and Three Pence and the other of the said Bills dated the Twenty Sixth day of September One Thousand Seven hundred and Twenty five whereby the said Alexander Johnston and Son were Required three Months after date to pay to the Order of the said Edward Payne and this Deponent the Sum of Two hundred and Thirty Nine Pounds five Shillings and which said two Bills of Exchange were drawn by the said Edward Payne and this Deponent upon and accepted by the said Alexander Johnston and Son in Consideration of and as a Payment for Goods Actually sold and delivered by the said Edward Payne and this Deponent to the said said Alexander Johnston and Son and which two

Bills are yet wholly unpaid and this Deponent John Francis Kalm for himself Saith that the said Account hereunto annexed marked with the Letter A is a true State of the Account between the said Edward Payne and Rene Payne and the said Alexander Johnston and Son in the Books of Account of the said Edward Payne and Rene Payne this Deponent having carefully examined and compared the same with the said Books as the same stands entered therein Article by Article and this Deponent John Francis Kalm further Saith that the two Bills of Exchange mentioned in the Debtor side of the said Account were drawn by the said Edward and Rene Payne upon and accepted by the said Alexander Johnston and Son in Consideration of and as a payment for Goods Actually sold and delivered by the said Edward and Rene Payne to the said Alexander Johnston and Son and that the said two Bills were not nor were either of them paid when the same became due nor have they or either of them been paid at any time since and saith that the Charge for Postages of Letters therein mentioned were bonafide paid by the said Edward Payne and Rene Payne and that the Interest charged on the same side of the said Account is justly and fairly calculated and due and payable to the said Edward Payne and Rene Payne according to the usages and Custom of Merchants and this Deponent John Francis Kalm further Saith that the said annexed Account is a just true and fair Account in all particulars according to the best of this Deponents Knowledge and belief and that he this Deponent John Francis Kalm is the better enabled to speak to the several matters above by him deposed unto he having lived with the said Edward Payne and Rene Payne in the Capacity of Book-

Keeper

Bookkeeper for twenty years last past and upwards.—

Rene Payne
J. Fran.s Kalon

Sworn at the Guildhall London
the 28.th Day of January 1790
Before me
Wm Pickett
Mayor

I Robert Robson of London Notary Publick, by Royal Authority duly Admitted and Sworn, do hereby Certify to whom it may concern that the Signature Wm Pickett Mayor, at the foot of the foregoing Affidavit, is of the own proper Hand Writing of the Rt Hon.ble William Pickett Esq.r Lord Mayor and Chief Magistrate of this City of London, in whose presence Oath was this day Administered in due form of Law to Rene Payne Esq.r and Mr John Francis Kalon, the Deponents named in the said Affidavit and who have Signed the same, and therefore full faith and Credit ought to be given to the said Affidavit in Judicature and Extrajudicial, whereof an Act being required I have granted this one under my Notarial Signe and Seal in London this 28.th January 1790.—

L.S.

Quod Attestor
Robt Robson Not Pub

Thomas Morton Esquire, Secretary to the Honble United East India Company, doth hereby certify to whom it may concern that Robert Robson, who hath Signed the foregoing Act is a Sworn Public Notary, Practising in this City, and that to all Acts by him so Signed full faith and Credit is given in Judicature and Extrajudicial, In Testimony whereof he hath hereunto Set his Hand in London the 30.th January 1790

Tho.s Morton

Filed the 17.th Augt 1790

Plea and Answer of Samuel Johnston a Prisoner in the Custody of the Sheriff of Madraspatnam and the Districts thereof to the Bill of Complaint of Edward Payne and Rene Payne of the City of London partners by their Acting Attorney William Collins Jackson of Fort Saint George Esquire

This Defendant 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 charged and Alledged, for Plea unto the said Bill saith, that after the date of the several Items composing the said Account Current annexed unto the said Bill To Wit the Sum of Four Hundred and Thirty Nine Pagodas six fanams and three Cash under the date of the Twenty Sixth day of October One Thousand Seven hundred and Seventy five and of the Sum of Four hundred and Thirty Nine Pagodas and five fanams under

under the Date of Twenty Ninth day of December, the said Alexander Johnston Named in the said Bill and this Defendant did Stop payment within the City of London aforesaid, and the said Alexander Johnston some time afterwards departed this Life leaving his Estate now in the possession of Peter Johnston his eldest Brother liable for his debts. And this Defendant sheweth that this Defendant did some time afterwards by the time limited by the Act of the fifth of George the second Chapter the 30th Surrender himself to the Acting Commissioners Named and Authorized in and by a certain Commission of Bankrupt awarded against this Defendant bearing date at Westminster the Second day of November in the Twentieth year of this present Majesties Reign, this Defendant then being of the parish of Saint Stephen Coleman Street in the City of London Merchant of which the said Commissioners or the Major part of them, did Cause due Notice to be given and published in the London Gazette. And this Defendt Sheweth that he did in all things conform himself According to the directions of the Several Acts of Parliament made concerning Bankrupts and particularly to the said Act of Parliament made in the fifth year of his said late Majesties Reign. In consequence whereof the Major part of the said Commissioners did Certify under their hands and Seals to a certificate Subscribed by the Creditors of this Defendant by full four Parts in five number and Value of the Creditors of this Defendant who were Creditors for not less than Twenty Pounds Respectively who proved their Debts [illegible]

said Commission. And this Defendant sheweth that the usual Notice was thereafter given in the London Gazette of Saturday the twelfth day of February One Thousand Seven hundred and Eighty and None of the Creditors of this Defendant shewing Cause to the Contrary the said Certificate was confirmed by the Right Honble Edward Lord Thurlow Lord High Chancellor of Great Britain in which said Certificate, and the aforesaid Act this Defendant doth plead in Bar to the said Action. The Complainants Right of Action having been barred and extinguished by the Allowance and Confirmation of the said Certificate, Copy whereof this Defendant doth pray to annex hereunto, and that the same may be admitted as part of this his Plea and Answer, the Original whereof being in this Defendants possession and Ready to be produced when called for. And this Defendant not waiving his said Plea but wholly Relying thereon for Answer to the Residue of the Complainants Bill not herein before pleaded, unto or to so much thereof as he this Defendt is advised to be material or Necessary for him to make Answer unto, he Answereth, and saith that he denies to be indebted unto the Complainants in the Sum of Two Thousand and Eighty eight Pagodas Twelve Fanams and Twenty Cash or in any other Sum or Sums of money Whatsoever. And in Answer to the Interrogatories exhibited in the said Bill of Complaint, and this Defendant saith that there did Subsist a Partnership between the said Alexander Johnston and this Defendant under the Style and firm of Alexander Johnston and Son in the year

One Thousand Seven hundred and Seventy five and previous to the Commission of Bankrupt herein before pleaded and that this Defendant was one of the partners under the said Firm, and that certain Mercantile dealings and Transactions did Subsist and take place between the said partnership and the Complainants and this Defendant doth believe that the said partnership did become indebted unto the Complainants in a Sum of money the particulars whereof this Defendant being then very young and many years having since elapsed he doth not Recollect. And this Defendant admits that the Complainants might draw the two Bills on the said Alexander Johnston, and this Defendant mentioned in the said Account Current, and that the same might have been accepted, but this Defendant doth not particularly Recollect the same nor whether the same were or not discharged from the great distance of time at which the said Circumstances are said to have taken place, nor can this Defendant at this distance of time take upon himself to declare the particular Consideration or nature of Goods said to be sold or delivered for which the said Bills are said to have been drawn. And this Defendant saith that the said Alexander Johnston and this Defendt did Stop payment and an Expanse of their affairs

Johnston in the year One Thousand Seven hundred and Seventy five. But this Defendant saith that he did not possess property of the Estate at the time to an Amount Sufficient to pay and discharge all their debts and demands or to any amount at all by them justly or otherwise owing and this Defendant saith that the said Creditors did not appoint him to collect in and receive on their Account the said pretended property nor did he collect in and Receive the same further than by giving his Assistance to the Trustees to whom the Effects of the said Alexander Johnston and Son were assigned and this Defendant doth not Recollect the amount thereof, but the said Certificate is Evidence of this Bankruptcy and of his having conformed to the several Acts of parliament Respecting Bankrupts during his Residence in England, and ought not therefore to be called to an Account for any debt previous to the said Commission in India or elsewhere and this Defendant saith that the said Commission having been awarded against him, it was not in his power to Account with the Complainants Respect their said pretended Claim, which was previous thereto, nor doth he Recollect at this distance of time whether the same was in any part Accounted for by him or any other Person. And this Defendant saith that the said Alexander Johnston departed this life some time in the

the year One Thousand Seven hundred and Ninety Five. And this Defendant was thereupon the answering Partner. But this Defendant saith that he ought not to be thereof charged to pay the said pretended demand by Reason of the aforesaid Commission of Bankrupt Awarded against him. And this Defendant saith that the Complainants Action and their Arrest thereupon is illegal and oppressive and doth therefore pray that he may be discharged therefrom on Common Bail and that the said Bill may be dismissed with Costs.

All which matter 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.

Sam.l Johnston

Madraspatnam
17.th August 1790

Sworn to before me this day
James Amos
Alderman

H.y Dundas
Attv Deputt

To the Right Honble the Lord High Chancellor of Great Britain

Whose Hands and Seals are hereunto Subscribed and Set being the Major part of the Commissioners Named and Authorized in and by a Commission of Bankrupt Awarded and Issued against Samuel Johnston of the Parish of Saint Stephen Coleman Street in the City of London Merchant bearing date at Westminster the Second Day of November in the Twentieth year of his present majestys Reign directed to Thomas Nugent John Gascoyne Fanshaw John Scott Esquires John Acton and Samuel Denison Gentlemen Do humbly certify to your Lordship that the Major part of the Commissioners Named and Authorized having begun to put the Commission into Execution Did find that the said Samuel Johnston became a Bankrupt before the Issuing out of the said Commission within the true Intent and meaning of the Several Statutes in force against Bankrupts or some of them and did thereupon declare and adjudge him a Bankrupt Accordingly. And We further humbly Certify unto your Lordship that the said Samuel Johnston being so declared Bankrupt the Major part of the Commissioners by the said Commission Named and Authorized pursuant to the direction of the Act of Parliament

Parliament made in the fifth Year of the Reign
of his late Majesty King George the Second Entitled
an Act to prevent the Committing of Frauds by
Bankrupts" did cause due Notice to be given and Published
in the London Gazette of such Commission being
issued and of the time and place of three several Meetings
of the said Commissioners within forty two Days next
After such Notice / the last of which Meetings was
Appointed to be on the forty second Day / at which
Day the said Samuel Johnston was Required to
Surrender himself to the said Commissioners Named in
The said Commission or the Major part of them and
to make a full discovery and discovery of all his Estate
and Effects and the Creditors of the said Samuel Johnston
were desired to come prepared to prove their debts and
to assent to or dissent from the making this Certificate
and we further humbly certify to your Lordship that
such three several Meetings of the Major part of the
Commissioners by the said Commission Authorized were
had pursuant to such Notice so given and published
and that at all of those three Meetings the said Samuel
Johnston did Surrender himself to the Major part
of the said Commissioners in and by the said Commission
named and Authorized and did Submit himself to be
examined from time to time on Oath by the

Major part of the Commissioners by the said Commission
Authorized touching the disclosure and discovery of his
Estate and Effects and in all things to conform himself
According to the directions of the several Acts of Parliament
made concerning Bankrupts and particularly to the
said Act of Parliament made in the fifth year of
his said late Majesty's Reign And We further humbly
certify to your Lordship that the said Samuel Johnston
at the last of the said three Meetings which was
Appointed on the second day / to wit the fourteenth
day of December last / did Attend the Major part
of the Commissioners Named in the said Commission
and finish his Examination before the Major
part of the said Commissioners named and Authorized
in and by the said Commission According to the direction
of the said last mentioned Act and upon such his
Examination did make a full disclosure and discovery
of his Estate and Effects and in all things conformed
himself to the several Statutes made and now in force
concerning Bankrupts and Particularly According
to the direction of the said Act made in the
fifth year of his said late Majesty's Reign
and there doth not Appear unto us any Reason
to doubt of the Truth of such discovery or

That

that the same is not a full discovery of all the Estate and Effects of the said Samuel Johnston AND We further humbly certify to your Lord=ships that the Creditors whose Names — are Subscribed to this Certificate are full-four Parts in five in Number and Value of the Creditors of the said Samuel Johnston who are Creditors for not less than Twenty Pounds respectively and who have duely proved their Debts under the said Commission and that it doth Appear to us by due proof by Affidavit in Writing that such several Subscribing Creditors or some Person by them respectively duly Authorized thereunto did before our Signing hereof sign this Certificate and Testify their Consent to our Signing the same and to the said Samuel Johnstons having such Allowance and benefit as by the said last Mentioned Act is Allowed to Bankrupts and to the Discharge of the said Samuel Johnston in pursuance of the said last Mentioned Act In Witness whereof We have

of February in the Twentieth year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King defender of the faith and so forth and in the year of Lord One Thousand Seven hundred and Eighty —

We the Creditors of the above named Samuel Johnston whose Names are hereunto Subscribed Do hereby Testify and declare our Consent that the Major part of the said Commissioners by the abovementioned Commission Author=ized may Sign and Seal the Certificate above written and that the said Samuel Johnston may have such Allowance and benefit as is given to Bankrupts by the Act of Parliament last above mentioned and to the said Samuel Johnstons discharge in pursuance of the said Act. — — —

" J Scott LS
Jn.o Acton LS
Sam.l Denison LS

Gilbert Slater for John Barnes
John Crutchfield
Will Wilmot
J. Scarpellain
Samuel Smith
Alexman Sorrenos & Sons
Thomas Bell for Bunbury & self
John Kinder for self & Arthur Jennings
Bedwell Law
John Spencer
Thos Sabe
Henry Joseph
Geo: Gunber

James Good & Child & Self
Mathw Balling Self & Co
John Colthurst for partners
George Adams self
Christr Carrall
J. J Lawrence
Edward Williams for Co & Self
John Booke
Richd Booke for self & Co
Thos Denstone for self & Co
John Good
John Gilbert
Jnd Cowell Senr Assignee to John Cowell Junr a Bankrupt
Samel Swabey
Simon on Baratty for Dunsford Self & Co

George Diggles for Bunbury & self
Thos Rendall for Thos Quinton & self
For Company & self
J Smaath
For Company & self John Fenwick
14th March 1780

Whereas the usual Notice hath been given in the London Gazette of Saturday the twelfth day of February last and non of the Creditors of the above named Samuel Johnston have shewn any Cause to the Contrary We do allow and Confirm this Certificate
Thurlow LC

True Copy
W Dickey
Asst Secy

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17th day of August Anno Dominis 1790 —

Present

Vincentio Corbett Esquire Mayor
Andrew Ross - James Landon
and
John Mitford - Aldermen!

Edward Payne & Pere Payne by their Acting Attorney William Collins Jackson

vers

Samuel Johnston

Bill with Copy of an Account Current annexed filed between the days of Adjournment Affidavit of William Collins Jackson the Acting Attorney of the Complainants Sworn to before the Mayor and filed the 14th Instant Summons Returnable Immediately and Warrant of Arrest issued thereupon returned Executed The Defendant in Custody Mr. Henry Dudley appears as Attorney for the Defendant Plea and Answer Sworn to before Mr. Alderman Ames filed this Day The Attorney for the Defendant prays that his Client may be discharged from the Custody of the Sheriff upon filing Common Bail the Affidavit of the Complainant not being Sufficient to hold the Defendant to Special Bail for they not only go to the Justness of the Debt but one of them Affirms that the Defendt will Abscond He further objects to the Merits of the Plea being introduced in discussing a Motion for Bail the same being irregular Deferred taking into Consideration the Motion made the Attorney for the Defendant till Friday Next at 9 o Clock in the forenoon when the two Numbers Next in Rotation are Summoned to attend and it is Ordered that the Bill of Complaint the Affidavits the Plea and Answer and the Extract from the Minutes of this Day be sent round for the Perusal of the Members —

A true Extract

G Taylor
Regr

Extract from the Minutes of a Court Held at the Town on Friday the 20 Day of Augst Anno Domini 1790.

Present

Vincentio Corbett Esquire Mayor

James Call and Andrew Ross

Aldermen.

Edward Payne and Rene Payne by their Acting Attorney William Collins Jackson

vers

Samuel Johnston

Extract from the Minutes of Court of the 17th Instant

Read. —

Bill with Copy of an Account Current annexed Read. —

Affidavits of the Complainants and their Acting Attorney Read. —

Plea and Answer with One Exhibit annexed Read. —

The Court having taken the same into Consideration It is Ordered that the Defendant be Discharged from the Custody of the Sheriff upon filing Common Bail and that each party do pay their own Costs. —

A true Extract

Filed 31st Augt 1790

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th Day of October Anno Domini 1789. —

Present

William Webb Esquire Mayor

James Call - Vincentio Corbett and

Andrew Ross - Aldermen!

Daguit Lachemeduit Neilcunt

vers

Davi Coomaraboy

The Attorney for the Petr Vesavanada Dava and Ragoonadah Davay prays leave to decline Acting his Clients not having furnished him with either money or instructions. Ordered Accordingly. - unless Cause be Shewn to the Contrary by next Court Day - and it is further Ordered that the Attorney do Serve his Clients with a Copy of this Minute of which Service Affidavit is to be made. —

A true Extract

G. Taylor

Regr

In the Honble the Mayor's
Court at Madrasputnam

Between Vesowanadah Davay and
Ragoonadah Davay Petitioners and
Dagut Latchmeduttt Nuleunt Res-
pondent In the Cause of Dagut
Latchmeduttt Nuleunt Complainants
and Dava Camanboy Defendant.—

The Affidavit of Thomas Ives One of
the Serjeants of this Honble Court.—

This Deponent Maketh Oath and Saith
that he did on the fourth Day of this Instant August
Serve the above Named Petitioners with the Extract hereunto
Annexed by leaving a Copy thereof at his Dwelling House
Situate at Peddoo Naicks Pettah in the Black
Town of Madras.—

Thomas Ives

Sworn to in Court
this 31st Augt 1790—

Extract from the Minutes of a Court Held
at the Town Hall on Tuesday the 31st Day of
August Anno Domini 1790.—

Present
Vincentio Corbett Esquire Mayor
Andrew Ross and John Hurford
Aldermen.

Dagut Latchmeduttt Nuleunt
alias
Davey Coomaneboy

Affidavit of Thomas Ives of Service of Notice on
the Petitioner Vesowanadah Davay of their attorney
praying leave to decline Acting Sworn to in Court Read
and filed this day. Ordered that Mr Peter Walker
be not permitted to decline Acting.—

A true Extract

Filed 24th July 1730.—

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Ramauwoya Pillay by his Attorney Coopalum Mootyah Moodally of Madras Inhabitant that Sydaupooram Seataunchaury and his Sons Candapen and Moaniapan of the same place Inhabitants stand Jointly and Severally Indebted unto your Orator in the full and just Sum of Two hundred and Thirty Pagodas and Twelve Fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Ninety two Pounds Two Shillings and One Pence or thereabouts as will more fully and at large Appear by Copy of an Account Current Copy of the Translation of a Mortgage Bond given and granted unto your Orator by the said Sydaupooram Seataunchaury and his said Sons Candapen and Moaniapan bearing date the Nineteenth Day of Septr which was in the year of our Lord One Thousand Seven hundred and Seventy Nine payable Jointly and Severally in two years from the date thereof by the said Sydaupooram Seataunchaury and his Son Candapen and Relations or Copartners with Interest at the rate of Nine per Cent per Annum and also by Copy of an Assignment or Power of Attorney hereunto annexed for the Inspection of this Honble Court all which your Orator prays may be Admitted as part of this his Bill of Complaint the Originals whereof being in your Orators possession and Ready to be produced when Required And your Orator sheweth that it is further Covenanted and agreed by the said Sydaupooram Seataunchaury and Candapen that in Case the said Sum of Money should not be discharged according to the term therein Specified for the payment thereof that your Orator shall in such default be at Liberty to sue for the same in this Honble Court by which said Agreement and Covenant of the said Sydaupooram Seataunchaury Candapen and Moaniapan your Orator is at full Liberty to Commence an Action and Sue for the Payment of his aforesaid debt in this Honble Court according to the meaning Import and Construction for his late Majesties Charter now in force Respecting the Prosecution of Suits between the Native of Madras in the Honble the Mayors Court And Whereas your Orator hath frequently and in an Amicable manner Requested Payment of the said Sum of Two hundred and Thirty Pagodas and Twelve Fanams from the said Sydaupooram Seataunchaury Candapen and Moaniapen.—

But now so it is may

Filed 26th July 1790.—

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Ramaswoya Pillay by his Attorney Coopalum Mootyah Moodally of Madras Inhabitant that Sydaupooram Seataurchaury and his Sons Candapen and Moaniapan of the same place Inhabitants stand Justly and Severally Indebted unto your Orator in the full and just Sum of Two hundred and Thirty Pagodas and Twelve Fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Ninety two Pounds Two Shillings and One Pence or Thereabouts as will more fully and at large Appear by Copy of an Account Current Copy of the Translation of a Mortgage Bond given and granted unto your Orator by the said Sydaupooram Seataurchaury and his said Sons Candapen and Moaniapan bearing date the Nineteenth Day of Septr which was in the year of our Lord One Thousand Seven hundred and Seventy Nine payable Jointly and Severally in two years from the date thereof by the said Sydaupooram Seataurchaury and his Son Candapen and Relations or Copartners with Interest at the rate of Nine per Cent per Annum and also by Copy of an Assignment or Power of Attorney hereunto annexed for the Inspection of this Honble Court all which your Orator prays may be Admitted as part of this his Bill of Complaint the Originals whereof being in your Orators possession and Ready to be produced when required And your Orator Sheweth that it is further Covenanted and agreed by the said Sydaupooram Seataurchaury and Candapan that in Case the said Sum of Money should not be discharged according to the term therein Specified for the payment thereof that your Orator shall in such default be at Liberty to sue for the same in this Honble Court by which said Agreement and Covenant of the said Sydaupooram Seataurchaury Candapen and Moaniapan your Orator is at full Liberty to Commence an Action and Sue for the Payment of his aforesaid debt in this Honble Court according to the meaning Import and Construction of his late Majesties Charter now in force Respecting the Prosecution of Suits between the Native of Madras in the Honble the Mayors Court And Whereas your Orator hath frequently and in an Amicable manner Requested Payment of the said Sum of Two hundred and Thirty Pagodas and Twelve Fanams from the said Sydaupooram Seataurchaury Candapen and Moaniapen.—

But now so it is may

it Please this Honble Court the said Sydanpooram Satauchaury Candapen and Moaniapen Obstinately Wilfully Refuses to Pay the same or to give your Orator any manner of Satisfaction Touching the Premises your Orator therefore Prays a General Relief such as to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Sydanpooram Satauchaury Candapen and Moaniapen 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 Severally Repeated and Particularly Interrogated and that they may be Decreed to pay unto your Orator the aforesaid Sum of Five Hundred and Thirty Pagodas and Twelve Fanams together with all Such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit—

May it Please this Honble Court to Cause the said Sydanpooram Satauchaury Candapen and Moaniapen 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 Directed 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—

Madras 24th July 1790

This Bill was Shewn to me between the Days of Adjournment Left a Summons issue Returnable next Court Day.

Vinc. Corbett
Mayor

J. & J. Dalrymple
Atty Compt.

Dr. Sydanpooram Satauchaury Candapen and Moaniapen in Account Current with Namaseevayapillah . . . . Cr.

1779			Ps.	Fs.	Cs.	1790			Ps.	Fs.	Cs.
Sept.	19th	To the Amount Principal of your Joint Mortgage Bond to me of this Date payable Jointly and Seperately	117	"	"	June	30th	By Balance due	230	12	"
1790											
June	30th	To Interest on Do from 19th Sept. 1779 to this Day is 11 Y. 9 M. 10 D. @ 9 Pc. Pm.	113	"	"						
		Pagodas	230	12	"			Pagodas	230	12	"

Madras 30th June 1790

E. E. for Buddaruvayanaim

a true Copy

J. & J. Dalrymple
Atty Plt

Translation of a Mortgage Bond Dated 6th Baratauny of Vecauny Yaar or 19 Sept. 1779.

I Sydauporam Teatauchaury my Sons Candapen and Relation or Copartners of Madras do Jointly give this Mortgage Bond of House to Ramasawy Pillah of Camuega East of the same place That is to say—

I have this day Mortgaged to you my House and Garden Situated at Bangaurammahs Gardens in Caroumbee Chittys Street to the East of Manapauram Yagapachaury to the West of Pedachary Aundah Chittys House Measuring from East to West in Breadth 35 feet and from North to south in Length 60 feet with the Ines or Plantation together with the Choultry Bills of Sale thereof and Borrowed and Received of you the Sum of /117/ One Hundred and Seventeen Pagodas Current Money of Madras which Sum we do Jointly and Seperately engage to Repay you with all such Interest as shall or may become due thereon at the Rate of 9 P% p annum in the Space of Two years Indefault of which you are hereby empowered to Recover your Money by Prosecuting us in the Court and Selling the said Premises Thus we have given this Mortgage Bond of Sale with our free will and Consent Witnesses Manapauthum — Yagapah Chaury and Pedichary Aundah Chitty

by their Knowledge this Mortgage Bond of Sale was Drawn by Enumvodram Vencatachellum. —

Witness
Marked
Manapauthum
Yagapachaury
(Signed) Aundah Chitty

Marked Teatauchaury
Do — Candapen
Do Moaniapen

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

Ranganaudam
Interpreter

Attest Copy
H. G. Bushby
Actg Compt.

To all People to whom these Presents shall come Greeting Whereas Sydauporam Teatauchaury and his Sons Candapen and Moaniapen of Madras Inhabitant in and by One Mortgage Bond Bearing date the Ninteenth Day of September in the year of our Lord One Thousand Seven hundred and Seventy Nine did became bound unto Namasawypillay of the same place Inhabitant in the full and Just Sum of One Hundred and Seventeen Pagodas Current Money of Madras Conditioned to be paid Jointly or Seperately in Two years from the Date thereof with Interest at the Rate of Nine per Cent per Annum as by the said Mortgage Bond and Condition thereof may appear And Whereas there is now Remain due the Sum of Two hundred and Thirty Pagodas and Twelve fanams Current Money

of

of Madras for the Principal and Interest of and upon the said Mortgage Band Now Know ye that the said Namasewoy Pillay for a Valuable Consideration to him in hand paid by Veapalum Mootiah Moodelly of Madras Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof he the said Namasewoy pillay doth hereby Acknowledge he the said Namasewoy pillay hath Assigned and Set over and by these Presents doth Assign and Set over unto the said Veapalum Mootiah Moodelly the said Recited Mortgage Band and the Money or Amount Principal and Interest thereupon due and owing and which may became due thereon and all his Right and Interest of in and to the same and every part thereof and the said Namasewoy pillay for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Veapalum Mootiah Moodelly his Executors and Administrators his true and Lawful Attorney and Attornies Irrevocable for him and in his Name and in the Names of his Exors and admors but for the Sole and proper use and benefit of the said Veapalum Mootiah Moodelly his Exors Admors and Assigns to ask Require Demand and Receive of the said Sydaupooram Soubanchetty and his Sons Candapoo and Moonniapoo their Exors and Admors the Money due and to become due on the said Mortgage Bond and on non Payment thereof he the said Veapalum Mootiah Moodelly his Exors and admors to Sue for and Recover the same and on Payment thereof to deliver up the said Mortgage Bond to Cancell & give Sufficient Releases and Discharges thereof and one or more Attorney or Attornies under him to Constitute and whatsoever the said Veapalum Mootiah Moodelly or his Attorney or Attornies under him shall Lawfully do in the Premises the said Namasewoy pillay doth hereby allow and affirm and the said Namasewoy pillah doth Covenant with the said Veapalum Mootiah Moodelly that he the said Namasewoy pillay hath not Received nor will Receive the said Money due or to be came due on the said Mortgage Band or any part thereof neither shall or will Release or discharge the same or any part thereof but will own and allow of all Lawful Proceedings for the Recovery thereof he the said Veapalum Mootiah Moodelly Saving the said Namasewoy pillahs harmless of and from any Costs that may happen to him thereby In Witness Whereof he the said Namasewoy pillah hath hereunto Set his hand and Seal in Madras aforesaid this Thirteenth Day of June One Thousand Seven hundred and Ninety

Signed Sealed and Delivered
in the presence of -

Where no Stamped Paper is to be had in the presence of -

A true Copy
Hy DeRiny
Asst Compt

of Madras for the Principal and Interest of and upon the said Mortgage Bond Now Know ye that the said Namasewy Pillay for a Valuable Consideration to him in hand paid by Veopalum Mootiah Moodelly of Madras Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof he the said Namasewy pillay doth hereby Acknowledge he the said Namasewy pillay hath Assigned and Set over and by these Presents doth Assign and Set over unto the said Veopalum Mootiah Moodelly the said Recited Mortgage Bond and the Money or Amount Principal and Interest thereupon due and owing and which may become due thereon and all his Right and Interest of in and to the same and every part thereof and the said Namasewy pillay for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Veopalum Mootiah Moodelly his Executors and Administrators his true and Lawful Attorney and Attornies Irrevocable for him and in his Name and in the Names of his Exors and admors but for the Sole and proper use and benefit of the said Veopalum Mootiah Moodelly his Exors Admors and Assigns to ask Require Demand and Receive of the said Sydaupooram Tatavachary and his Sons Sundapoom and Moonisapoom their Exors and Admors the Money due and to become due on the said Mortgage Bond and on non Payment thereof he the said Veopalum Mootiah Moodelly his Exors and admors to Sue for and Recover the same and on Payment thereof to deliver up the said Mortgage Bond to Cancell & give Sufficient Releases and Discharges thereof and one or more Attorney or Attornies under him to Constitute and whatsoever the said Veopalum Mootiah Moodelly or his Attorney or Attornies under him shall Lawfully do in the Premises the said Namasewy pillay doth hereby allow and affirm and the said Namasewy pillah doth Covenant with the said Veopalum Mootiah Moodelly that he the said Namasewy pillay hath not Received nor will Receive the said Money due or to be came due on the said Mortgage Bond or any part thereof neither shall or will Release or discharge the same or any part thereof but will own and allow of all Lawful Proceedings for the Recovery thereof he the said Veopalum Mootiah Moodelly Saving the said Namasewy pillahs harmless of and from any Costs that may happen to him thereby In Witness Whereof he the said Namasewy pillah hath hereunto Set his hand and Seal in Madras aforesaid this Thirteenth day of June One Thousand Seven hundred and Ninety

Signed Sealed and Delivered
In the presence of -

Where no Stamped Paper is to be had

A true Copy
Jno Dudley
Comptr

Fides the 31st August 1790

In the Honble the Mayors Court at Madraspatnam

Between Namasivayapillah by his Attorney Veapalum Moatiah Moodly Complainant and Sydauporam Seathaw=haury Candapen and Moonapen Defendants —

The Affidavit of Thomas Jones one of the Serjeant of this Honble Court —

This Deponent maketh Oath and saith that he did personally go to the said Dwelling house of Sydauporam Seathauchaury One of the above Named Defendant at 3 Different time with the 3 Rules of this Honble Court for the said Defendt to Answer the Complainants Bill True whereof this Deponent did Deliver into the Hands of the said Defendant and Leaving one at the said Defendts House when being from Home the Last of which was a Peremptory Rule which is as follows Further Day is given the Defendant Sydasporam Seatauchaury till the 31st Instant to Answer the Complainants Bill in default of which Judgment will be given for the Compl.t Town Hall 17th August 1790 Sworn to in Court

Thos J. Taylor Regr

Mayor's Court at Madraspatnam } { Tuesday the 31st Day of August Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Andrew Ross and John Mitford
Aldermen

Between Namasivaya Pillay by his Attorney Veapalum Moatiyah Moodelly of Madras Inhabitant Complainant and Sydauporam Sea-tauchaury Candapen and Moonapan of the same place Inhabitants Defendts

It Appearing by the Records of this Court that the usual Rules have been issued for the Defendant Sydasporam Seatauchaury 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 Defendt Sydasporam Seatauchaury shall pay unto the Compldt the full and just Sum of Two hundred and Thirty Pagodas and fourteen fanams Pags 230, 14 " together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit —

Pr Clerk

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 24th Day of August Anno Domini 1790 –

Present

Vincentio Corbett Esqr. Mayor

William Webb – Andrew Ross

and

Henry Chichley Nicholl – Aldermen!

Mullayanayadey Rama Sawmy by his Attorney Frederick Lechenpelle

versus

Arogay Coatty Naick

Mr. Peter Walker Attorney for the Defendant prays leave to decline Acting his Client not having furnished him with the either Money or Instructions – Ordered Accordingly – unless Cause be shewn to the Contrary by Next Court day and it is further Ordered that the Attorney do Serve his Client with a Copy of this Minutes of which Service Affidavit is to be made. –

A true Extract

G. Taylor Regr.

Fort 31st August 1790.

In the Honble the Mayors Court at Madraspatnam

Between Mullayanayday Rama Sawmy by his Attorney Frederick Lechenpelle Complainant and Arogay Coatty Naick Defendant –

The Affidavit of John Seawen One of the Serjeants of this Honble Court

This Deponent Maketh Oath and Saith that he did on the Thirtieth day of this Instant August Personally Serve the above named Defendant with the Extract hereunto Annext by Delivering a Copy thereof into his own Hands. –

John Seawen

Sworn to in Court this 31st August 1790

G. Taylor Regr.

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 31st Day of Augt Anno Domini 1790 -

Present

Vincentio Corbett Esquire Mayor
Andrew Ross and John Stafford
Aldermen

Mulleyanayadey Rama Sawmy by his Attorney
Frederick Schurpfell
versus
Nuggay Coatty Naick

Affidavit of John Seamen of Service of Notice on the Defendant for Mr Peter Walker his Attorney to to decline Acting Sworn to in Court Read and filed this Day - Ordered that Mr Peter Walker be permitted to decline Acting - The Attorney for the Complainant prays that the Defendant may by next Court Day Appoint another Attorney to Act for him in the room of Mr Peter Walker who has had permission to decline Acting - Ordered Accordingly -

A true Extract -

Filed the 4th June 1790 -

To the Honble the Mayor
Court at Madraspatnam

Humbly complaining Sheweth unto this Honble Court your Orator Siva Mootiah Moodaliar of Madras Inhabitant that Vencatachellum of the same place Inhabitant stands justly and truly Indebted unto your Orator in the full and just Sum of Two Hundred and forty Pagodas One fanam and Sixty four Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Ninety Six Pounds and Three Pence or thereabouts as will more fully and at large Appear by Copies of an Account and Translation of a Bond or Obligation hereunto annexed for the Inspection of this Honble Court and which your Orator Prays may be Admitted as part of this your Orators Bill of Complaint the Originals whereof are in your Orators Possession and Ready to be produced when Required and your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said Vencatachellum of the said Sum of Two hundred and forty Pagodas One fanam and Sixty four Cash -

But now so it is May it please this Honble Court that the said Vencatachellum

Obstinately

Obstinately and wilfully refuses to Pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator therefore Prays a General Relief such as to this Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Venacatachellum may upon his Corporal Oath (the full true direct and Perfect Answer make to all and Singular the matter and things herein before Set forth and Alledged as fully truly Perfectly and Effectually to all intents and purposes as if the Same were Here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Two Hundred and forty Pagodas One fanam and Sixty four Cash with all such Interest as now is or shall hereafter became due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Venacatachellum 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

Court shall seem Meet.

Fort St. George 6th June 1790.

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

Jno. Hamilton
Atty for Compt.

Vinc. Corbett
Mayor

D.o Venacatachellum in Acct with Seiva Mootiah Mordellier &c.

1783 Decr	15	To the amount of your Bond or Obligation of this Date	136	..	..	1790 April	30	By Balance due this Day	240 1 64
		To Interest on D.o from 15th December 1783 to the 30th April 1790 six yrs & 5 m.s & 15 @ 12 p Cent p annum	104	1	64				
		Pagodas	240	1	64			Pagodas	240 1 64

Fort St. George
30th April 1790
E.E.
Jno. Hamilton
Atty for Compt

Translation of a Bond Dated 5th Margaly of Palaeveatie year Answering to Anno Domini 15th December 1786.-

I Vencatachellum Son of Canaroe Malia pa Moodaliar of Madras do give this Bond to Siwa Mootiah Moodaliar Son of Pannercelam Sannapah Moodaliar of the same place that is to say.-

In Consequence of my urgent Occasion I have this Carraved and Received of you the Sum of 1136 1/2 One hundred and Thirty Six Star Pagodas Current Money of Madras which Sum I do hereby Engage to repay you on Demand with all such Intenest as shall or may became due thereon at the rate of 12 per Cent Per Annum Indefault of which you are hereby Empowered to prosecute me in the Mayors Court either on this Bond or on the Account Current thereof, and I am not to Dispute by filing Demurrer Plea and Answer to it. Thus I have given this Bond with my free will and Consent- This Bond with my free will and Consent this Bond was Drawn by Seroovanjeyore Canaroe Vencatachellum-

(Signed) Vencatachellum

Witnesses (Signed)
Valoyeethen Son of
Crausapa Moodaliar
Vamon Coannembalom

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

Ranganadom
Interpreter

A True Copy
Jno Hamilton

Mayors Court at Madraspatnam } Tuesday the 31st Day of August Anno Domini 1790

Present

Vicentio Corbett Esquire Mayor
Andrew Ross and John Mattford
Aldermen!

Between Siwa Mootiah Moodaliar of Madras Inhabitant Complainant and Vencatachellum 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 Two Hundred and Forty Pagodas One fanam and Sixty four Cash Pagodas 240. 1. 64. / together with all such Interest as now is or shall hereafter became due thereon untill full Payment is made also all Costs of this Suit.-

Jour

Filed the 31st Augt 1790

To the Worble the Mayor's
Court at Madraspatnam.

Between Edward Payne and
Rose Payne by their Attorney William
Collins Jackson Complainants and
Samuel Johnston Defendant.

The humble Petition of the above named
Complainants

Sheweth

That your Petitioners conceive themselves much aggrieved by the Order passed in the above Cause on the Twentieth Instant whereby the Defendant was Ordered to be Discharged on Common Bail instead of being held to Special Bail.-

Your Petitioners therefore humbly pray this Worble Court will be pleased to Vouchsafe a Rehearing of the above Order your Petitioners Submitting to pay what Costs this Worble Court shall award in Case his prayer be found Groundless and your Petitioner as in duty bound

Shall Ever Pray

J Stuart Hall
Atty for Compt

Filed the 31st Augt

In the Worble the Mayor's
Court at Madraspatnam

Between Edward Payne and Rose
Payne by their Acting Attorney William
Collins Jackson Complainant and Samuel
Johnston Defendant -

The Affidavit of William Collins Jackson
the Acting Attorney of the above Named Complt

William Collins Jackson maketh Oath and
Saith that he is advised and thereon verily believes that
upon a Rehearing of the Order of the Twentieth Instant
in the above Cause a Reversal thereof may be obtained and
this Deponent saith that in praying such rehearing
he has no other view than the furtherance of Justice
by obtaining for his Constituents a Security for their
ground of Action in the above Suit and which he verily
believes is just and true as they have stated it. -

W. C. Jackson

J Stuart Hall
Atty for Compt

Sworn to in Court
this 31st Day of
Augt 1790 - G Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 31st Day of August Anno Domini 1790 -

Present

Vincentio Corbett Esquire Mayor
Andrew Ross and John Mitford
Aldermen

Edward Payne and Rose Payne by their Attorney
William Collins Jackson
vers
Samuel Johnston:

Mr John White appear for the Defendant in the Room of Mr Henry Dickey who prays leave to decline Acting - Ordered Accordingly - The Attorney for the Complainant prays leave to file a Petition and an Affidavit of William Collins Jackson the Complainants Attorney in Support thereof Sworn to in Court this Day and prays that the Court will thereupon grant a Rehearing of the Order of Court of the 20th day of this Instant Petition and Affidavit Read and filed. The Court having taken the same into Consideration - It was Ordered that the prayer of the Petitioners Petition be not granted and that the Petition and Affidavit be thrown out with Costs - The Attorney for the Defendant prays that the Complainant may deliver into Court the Originals prayed of Attorney and Bills of Exchange mentioned in the

Extract

Complainants Bill of Complaint for the Inspection of this Client - Ordered Accordingly the Attorney for the Complainant delivers into Court the Exhibits prayed for by the Attorney for the Defendant -

A true Extract

Filed 27th July 1790

To the Worshipful the Mayor Court at Madrass patnam

Humbly Complaining Sheweth unto this Worshipful Court your Orator Caityauroo Vencayengar of Madrass Inhabitant that Maugaurmyam Vencatachellatyer of the same Place Inhabitant stands Justly and truly Indebted unto your Orator in the Sum and Just Sum of Thirty Seven Star Pagodas forty four fanams and Sixty Cashs Current Money of Madrass making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fifteen Pounds and four Shillings or thereabouts as does more particularly and at large Appear by the Copies of an Account Current and Translation of a Bond hereunto annexed for the Inspection of this Worshipful Court which your Orator prays may be admitted as part of this this Bill of Complaint the Originals of which are in your Orators Possession and Ready to be

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 31st Day of August Anno Domini 1790 -

Present

Vincentio Corbett Esquire Mayor
Andrew Ross and John Hurford
Aldermen

Edward Payne and Rene Payne by their Attorneys
William Collins Jackson
vers
Samuel Johnston

Mr John White appears for the Defendant in the Town of Mr Henry Dudley who prays leave to decline Acting - Ordered Accordingly - The Attorney for the Complainant prays leave to file a Petition and an Affidavit of William Collins Jackson the Complainants Attorney in Support thereof Sworn to in Court this day and prays that the Court will thereupon grant a Rehearing of the Order of Court of the 20th day of this Instant Petition and Affidavit Read and filed - The Court having taken the same into Consideration - It is Ordered that the prayer of the Petitioners Petition be not granted and that the Petition and Affidavit be thereon endorsed - The Attorney for the Defendant prays that the Complainant may deliver into Court the Original Power of Attorney and Bills of Exchange mentioned in the Complainants Bill of Complaint for the Inspection of this Court - Ordered Accordingly the Attorney for the Complainant delivers into Court the Exhibits prayed for by the Attorney for the Defendant -

A true Extract

Filed 17th July 1790

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Caudyaroo Vencayengar of Madras Inhabitant that Mangaumyam Venkatachellaiger of the same Place Inhabitant stands Justly and truely Indebted unto your Orator in the full and Just Sum of Thirty Seven Star Pagodas forty four fanams and Sixty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fifteen Pounds and four Shillings or thereabouts as does more particularly and at large Appear by the Copies of an Account Current and Translation of a Bond thereunto annexed for the Inspection of this Honble Court which your Orator prays may be Admitted as part of this this Bill of Complaint the Originals of which are in your Orators Possession and Ready to be produced whenever this Honble Court shall Require and your Orator further Sheweth unto this Honble Court

That

That he hath frequently and in an Amicable manner Requested payment of the said Sum of Thirty Seven Star Pagodas Forty four fanams and Sixty Cash from the said Maugaumeyam Vencatachellaiyer.—

But now Scitus may it please this Hon'ble Court the said Maugaumeyam Vencatachellaiyer 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 Writ of Subpæna as to this Hon'ble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Maugaumeyam Vencatachellaiyer may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth herein before set forth and Alledged as fully truly and effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Thirty Seven Star Pagodas forty four fanams and Sixty Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.—

May it Please this Hon'ble Court to Cause the said Maugaumeyam Vencatachellaiyer to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Hon'ble Court at a Certain time and Place to be by this Hon'ble Court prefixed and Appointed then and there to Answer this your Orator Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall seem meet.—

Fort St. George
17th July 1790

P. Walker
Atty for Compl.t

This Bill was sworn 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 Defendant will abscond on hearing a Bill of Complaint is filed against him Let a Summons issue Returnable immediately and a Warrant of Arrest issue thereon.—

Wm. Corbett
Mayor

Translation of a Band Dated 24th Audy of Plawnga
Year Answering to Anno Domini 31st July 1797.-

I Maugaumyam Venkatachellatyer do give this
Band to Cauyaroo Vencayengar that is to say -

In Consequence of my urgent Occasion I have
this Day borrowed and Received of you the Sum of P 30 Thirty
Star Pagodas Current Money of Madras, which Sum I do
hereby engage to Repay you on Demand with all such
Interest as shall or may become due thereon at the Rate
of Nine P Cent P Annum - In default of which you are
hereby empowered to Recover it by prosecuting me in the
Mayors Court Thus I have given you this Band with
my free will and Consent Witnesses Pummell Chengelvaroya
Moodeliar and Villeyembaukam Singapermaul Moodeliar
by whose Knowledge this Band was drawn by Covore Camasa-

Witnesses Signed
Pummel Chengelvarayen
Singapermaul

Signed Venkatachellatyer

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

Ranganaudom
Interpreter

a true Copy
P. Walker
Attny for Compl.t

Dr. Maugaumyam Venkatachellatyer in Acct. Curt with Cauyaroo Vencayengar. Cr.

1797 July 31st	To the Amount of your Bond of this Date	30..	1797 July 31st	By Balance due to me	37.44.62
1797 Aug.t 15th	To Interest on Ditto to this Day being 2 Years 11 M.s 15 Days at 9 P Cent P Annum	7.44.62			
		37.44.62			37.44.62

Star Pagodas

Star Pagodas

Errors Excepted

A true Copy
P. Walker
Attny for Compl.t

Dr. Maugaumyam Vencatachellatyer in Acct. Curt with Caugaroo Vencayengar. Cr

1787 July	31st	To the Amount of your Bond of this date	30..	1790 July	15th	By Balance due to me	37.. 44. 60
1790 July	15th	To Interest on Ditto to this day being 2 Years 11 Months and 15 Days at 9 P.Ct. P. Annum	7.. 44. 60.				
		Star Pagodas	37.. 44. 60.			Star Pagodas	37.. 44. 60.

Fort St. George
Errors Excepted
pp.

A true Copy
Y. Walker
Attg for Compt.

Translation of a Bond Dated 31st. July 1787.

Know Ye Maugaumyam Vencatachellatyer do owe unto
Caugaroo Vencayengar the Sum of 30 Star Pagodas
to be paid Vencayengar Heirs Exrs. or Adms. -

On Consideration of my present Occasion I have
this Day borrowed and received of the Sum of 30 Star
Pagodas Current Money of Madras which Sum I do
hereby engage to repay on Demand with the allowed
Interest or what may become due thereon at the Rate
of Nine Pagodas P Annum - In Default of which I am
hereby empowered to recover it by Prosecuting me or my
Effects Saint Thos Mount Jurisdiction and with
my free will and Consent I have Executed Obligations
Bond and Warrantee Deeds as Vencatachellatyer
Mootalliar and Villagumdaun Chitty have Attested
for this Bond was drawn by Vencatachellatyer
Witness Hand

Signed Vencatachellatyer

Summad Chumbelangen
Singaramaul

Translated as near as
I can from the Malabar Language
by
Ramanadom
Interpreter

A true Copy
Y. Walker
Attg for Compt.

Filed 17th July 1790

In the Hble the Mayors
Court at Madraspatnam

Between Cauyauroo Vencayengar of
Madras Inhabitant Complainant and
Maugaunyam Venkatachellatyer of the
same Place Inhabitant Defendant –

The Affidavit of Cauyauroo Vencayengar
the above named Complainant –

This Deponent Maketh Oath and Saith
that Maugaunyam Venkatashellatyer the above named
Defendant stands Justly and truely indebted unto this Deponent
in the full and Just Sum of Thirty Seven Star Pagodas
Fourty four fanams and Sixty Cash Current Money of
Madras and this Deponent further Maketh Oath and
Saith that he hath Reason to believe the Defendant
will Abscond on hearing a Bill of Complaint is filed
against him. –

[Signed] Cauyauroo Vencayengar.

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

Ranganaudom
Interpreter

C. Walker
Attey for Complt.

Filed the 31st Augt 1790

In the Hble the Mayors
Court at Madraspatnam

Between Cauyauroo Vencayengar
Complainant and Maugaunyam Venkatachala-
-tyer Defendant.

The Affidavit of John Scawen One of the
Serjeants of this Hble Court –

This Deponent Maketh Oath and Saith that
he did personally Serve the above named Defendant in Jail with
three Rules issued in this Hble Court the last of which
was a Peremptory Rule to the following purport –
Further day is given the Defendant till the Thirty first
Instant to Answer the Complainants Bill indefault
of which Judgment will be given for the Complainant –
p Cur – [Signed] J. Taylor Regr. Town Hall 17 augt 1790.

Sworn to in Court
this 31st August 1790
J. Taylor
Regr

John Scawen

C. Walker
Atty for Complt.

Mayor's Court at Madrisspatnam } { Tuesday the 31st Day of Augt Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Andrew Ross and John Mitford
Aldermen

Between Cauyauron Vencayengar of Madras Inhabitant Complainant
and Maugaimeyam Vencatachellatjer of the same place Inhabitant Deft

It appearing by the Records of this Court that the usual Rules have been issued for the Defendant to answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendt shall pay unto the Complainant the full and Just Sum of Thirty Seven Pagodas Forty four Fanams and Sixty Cash / Pagodas 37.. 4 .. 60.. together with all such Interest as now is or shall hereafter became due thereon untill full Payment is made also all Costs of this Suit

Your

Filed the 31st Augt 1790

To the Honble the Mayors Court at Madrasspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Chinnamarah Lewy Mastry of Madras Inhabitant That Paker Saib of the same place Inhabitant stands justly and truely indebted unto your Orator in the full and just Sum of Five Hundred and Ninety Six 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 Two Hundred and Thirty Eight Pounds Nine Shillings and five Pence or thereabouts as will more fully and at large Appear by Copies of the Translation of a Mortgage Bond or Obligation and Account Current hereunto annexed for the Inspection of this Honble Court and which your Orator prays may be admitted as part of this your Orators Bill of Complaint the 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 Paker Saib of the said Sum of Five Hundred and Ninety Six Pagodas Seven Fanams and forty Cash —

But now so it is May it please this Honble Court that the said Paker Saib Obstinately and wilfully Refuses to pay the same or to give your Orator any manner of Satisfaction touching the Premises Your

Orator

Orator therefore prays a general Relief made as to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Pakier Saib 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 duly perfectually 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 and Ninety Six Pagodas Seven fanams and forty Cash with all such Interest as may is or shall hereafter become due thereon also all Costs of this Suit -

May it Please this Honble Court to Cause the said Pakier Saib to be Summoned and Enjoined by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be be and Appear before 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 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 -

Jno Hamilton
Atty for Compt.

Translation of a Mortgage Bond Dated 10th Day of Paumya year Answering to Anno Domini 28th Janry 1789 -

Whereas I Pakier Saib of Madras have borrowed and received of Chinnamarakayer Chetty Master of the same place the Sum of 500 five hundred Star Pagodas Current Money of Madras on the Mortgage of my Garden at Maumbalam which Sum I do hereby engage to repay you on or before the 20th Day of Paudaumma Year or 30 May 1790 with all such Interest as shall or may become due thereon at the rate of 12 p Ct Annum In default of which you are hereby empowered to recover it by prosecuting me in the Honble the Mayors Court Thus I have given you this Mortgage Bond with my free will and Consent Witnesses Chinnadoss Nemmemarcalle and Pattie Master by whose Knowledge this Mortgage Bond was drawn by Nimyapaun -

Marked Pakeer Saib

Witnesses Signed
Pattee
Meeromarcayan

Atrue Translatain as near as can be from the Malabar Language
Ranganaudam
Interpreter

Atrue Copy
Jno Hamilton
Atty for Compt.

Mayors Court at Madraspatnam } { Tuesday the 14th Day of Septr. Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
James Call and Andrew Ross
Aldermen

Between Chinnamurah Levy Master of Madras Inhabitant Complainant and Pakeer Saib of the same place Inhabitant Defendant —

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand Thus Court doth thereupon think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Five Hundred and Ninety Six Pagodas Seven fanams and Forty Cash Pagodas 596. 7 40 / together with all such Interest as now is or shall hereafter became due thereon untill full payment is made also all Costs of this Suit —

Vincent

Chinnamurah Levy Master — Cr.

1790 Augt 31st	By Balance due		596. 7. 40
		Pagodas	596. 7. 40

Pakeer Saib on Account Current with Chinnamurah Levy Master — Dr.

1790 Augt 31st	To Amount of Sum Mortgage Bond of this Date	500	
	To Interest on the Same 29 January 1789 to the 29th August 1790 is 1 Year 7 Mos. & 1 Days at 8 p. Cent p. Annum	96. 7. 40	
		Pagodas	596. 7. 40

Errors excepted
(Sgd) Jno Call
Jno Hamilton
Asst for Compt

Filed the 16th September 1790

To the Honble the Mayors Court at Madras-
patnam

Between Canacapully Saumy
Naick Complainant and Brother and
Veeraven Defendants.—

The Humble Petition of Brother one of the Defts

Humbly Sheweth

That Publication in this Cause passed
last Court Day upon the supplication of Ankle one peremp-
tory Rule but your Petitioner having severally material
Witnesses to examine without whose Evidence they cannot safely
proceed to a Hearing and your Petitioner and their Attorney
in Court have not seen or inspected the Depositions made
in this Cause or otherwise Published or Caused to be published
the same as by the Affidavit annexed appear—

Your Petitioner therefore
most humbly pray that Publi-
cation in this Cause may be
enlarged for a fortnight and the
Cause Adjourned for that time—
and your Petitioner
Shall Ever Pray

Filed the 16th Septr 1790

In the Honble the Mayors
Court at Madraspatnam

Between Canacapully Saumy
Naick Complainant and Brother and Veeraven
Defendants—

Brother One of the above named Defendants
maketh Oath and Saith, that the Depositions taken in this
Cause have not been Seen Read or heard Read by this
Deponent nor hath this Deponent been informed or acquainted
with the purport or Contents of the said Depositions so
taken nor will this Deponent untill Publication shall be
further enlarged and pass by the Order of this Honble Court
in case such Order can be obtained, and the said Deponent
further saith that he hath two very material Witnesses
to examine, that he had no knowledge of them so as to have
examined them before Publication had passed.—

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

Ranganaudam
Interpreter

J. Stuart Esqr
Atty for Dfts

Filed this 15th Sept 1790

In the Worshipful the Mayor's
Court at Madras Fortnam

Between Canacapully Sawmy
Paick Complainant and
Boother and Tyravoor Defendants

James Stuart Hall Attorney for the above
Named Defendants makes Oath and Saith that he hath
not seen heard nor been informed of the purport or Contents
of any of the Depositions taken in this Cause nor will he
this Deponent she hear Read or be informed of the purport
or Contents of the said Depositions until the further order
of this Worship Court in Case such Order can be obtained
for the said Defendant further to Examine any Witnesses
in the said Cause. —

J. Stuart Hall

Sworn to in Court
this 15th day of Sept. 1790
J Taylor
Regr

Extract from the Minutes of a Court Held at the
Town Hall on Tuesday the 18th day of Septembr
Anno Domini 1790.

Present

Vincentio Corbett Esquire Mayor
James Call and Andrew Ross
Aldermen!

Canacapully Sawmy Paick
vers
Boother and Tyravoor

The Attorney for the Defendant Boother prays
leave to file a Petition and two Affidavits in Support thereof
One of which being the Affidavit of the Defendant Boother
Sworn to before the Mayor the 16th Instant and the other
of this Sworn to in Court and filed this day and prays that
Publication may be enlarged in this Cause for two Weeks for
Reasons Set forth in the Affidavits. The Court having taken
the same into Consideration it is Ordered that the Order of
Court whereby Publication was stayed in this Cause on the
31st day of August last be Superseded and that Publication
be enlarged for the space of a fortnight. —

A true Extract

In the Hon^ble the Mayors Court at Madraspatnam.

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

Sheweth

That your Petitioner aware of the trouble he has already given is extremely concerned the nature of his Affairs compels him to request the further indulgence of this H^ble Court.

He therefore most humbly prays this H^ble Court will grant him Six Months further leave of absence. —

25^th August 1790

And as in Duty bound your Petitioner will ever pray —

R. Williams

In the Hon^ble the Mayors Court at Madraspatnam

Between Mulley anany adey Ramasawmy Naick by his Attorney Frederick Fischerpel of Madras Inhabitant Complainant and Angay Coolley Naick also of the same place Inhabitant Defendant. —

The Affidavit of Thomas Ives one of the Serjeants of this Hon^ble Court —

This Deponent maketh Oath and saith that he did on the Thirteenth Instant go to the House of the above named Defendant and Did there Serve him with a true Copy of the Original Extract on the other Side written

Thomas Ives

Sworn to in Court
This 14^th Sept^r 1790

J. Saylor
Reg^r

Sitting the 8th Sept 1790.

Extract from the Minutes of a Court Held at the Pawn Hall on Tuesday the 31st day of August Anno Domini 1790.

Present

Vincentio Corbett Esquire Mayor
Andrew Ross - John Mitford
and
James Innes - Aldermen

Mullyanayadey Rama Sawmy Naick
by his Attorney Frederick Escherpell
vers
Arregay Coottay Naick

The Attorney for the Complainant prays that the Defendant may by next Court Day, appoint another Attorney to Act for him in the room of Mr. Peter Walker who has had permission to decline Acting - Ordered Accordingly -

A true Copy
J. Taylor
Regr

Mayors Court at Madraspatnam } { Tuesday the 11th day of Septr Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
James Call and Andrew Ross
Aldermen

Mauliyanayadey Rama Sawmy Naick by his Attorney Frederick Escherpell
vers
Arregay Coottay Naick

Affidavit of Thomas Ives of Service of Notice for this Defendant to appoint another Attorney to Act for him in the room of Mr. Peter Walker who has declined Acting Sworn to in Court and filed this Day -

The Attorney for the Complainant prays that the Defendant may by next Court Day Appoint another Attorney to Act for him or in default thereof that Publications may pass in this Cause - Ordered Accordingly -

A true Extract

Filed the 30th July 1790

To the Honble the Mayors
Court at Madras patam

Humbly Complaining Sheweth unto this Honble Court your Orator Arathachellum Ramah Pillah of Madras Inhabitant that Sathachellum of the same place Inhabitant stands indebted unto your Orator in the full and just Sum of Two hundred and fifty two Pagodas Thirty Nine fanams and forty eight Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and One Pounds and three Shillings or thereabouts as will more fully and at large Appear by Copy of an Account Current and also by Copy of a Note of hand given and granted unto your Orator by the said Sathachellum bearing Date the Twenty eighth day of March which was in the year of Our Lord One Thousand seven hundred and Eighty Nine payable in twelve Months from the date thereof with Interest at the Rate of Twelve per Cent per Annum Memento annexed for the Inspection of this Honble Court both which your Orator prays may be Admitted as part of this his Bill of Complaint the Originals whereof being in your Orators possession and Ready to be produced when Required and your Orator further sheweth that it is further Covenanted and Agreed by the said Sathachellum that in Case the said Sum of Money should not be discharged according to the true Intent 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 Sathachellum your Orator is at full liberty to Commence an Action and Sue for the Payment of his aforesaid Debt in this Honble Court according to the meaning Spirit and Construction of his late Majestys Charter now in force respecting the prosecution of Suits between the Natives of Madras in the Honble the Mayors Court And Whereas Your Orator hath frequently and in an Amicable manner Requested payment of the said Sum of Two hundred and fifty two Pagodas Thirty Nine fanams and forty eight Cash from the said Sathachellum —

But now so it is May it please this Honble Court the said Sathachellum Obstinately and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the premises your Orator therefore prays a General Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Sathachellum 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 fifty two Pagodas Thirty Nine fanams and forty eight Cash together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit —

May it please this Honble Court to Cause the said Sathachellum to be Summoned and Required

by

Dr Sashachellum in Account Current with Mambalum Ramah Naick Cr

1789 March 28th	To the Amount Principal of your Note of Hand to me of this date payable in Twelve Months from the date thereof	248.. ..	By Balance due		252.39.48.
1790 July 28th	To Interest on Do from 28th March 1789 to this day is 1 yr 4 mo - at 12 p Cent p Annum	34.39.48			
	Pagodas.	252.39.48		Pagodas.	252.39.48.

Madras 28th July 1790

Errors Excepted

E.E.

for

I a true Copy

J. J. Dudley

Asst Comptr

Pag.t 218.

Received and Received of Shambaloom Ramaka Naick the full and just Sum of Two Hundred and Eighteen Star Pagodas which I promise to pay him on Twelve Months from the date hereof with such interest at the Rate of 12 ℔ Cent ℔ Annum in default of which you are impowered to sue me in the Honble the Mayors Court Witness my hand this 28th March One Thousand Seven Hundred and Eighty Nine. —

Sashachellum

Witness
Vajroo Davah

/ a true Copy /
Hy DeRuy
Mayrs Compt.

Mayor's Court at Madraspatnam } Tuesday the 15th Day of Sept.r Anno Domini 1790

Present
Vincentio Corbett Esquire Mayor
James Call and Andrew Ross Esquires Aldermen.

Between Shambaloom Ramaka Naick of Madras Inhabitant Compt. and Sashachellum of the same place Inhabitant Defendant

It Appearing by the Records of this Honble Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill of he has neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and Fifty two Pagodas Thirty Nine Fanams and Forty Eight Cash- ℔ Pagodas 252. 39 .. 48. / 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

In the Honble the Mayors Court at Madraspatnam

Between Alexander Stephens of Madras Inhabitant Complainant and Narraja Timapah of the same place Inhabitant Defendant

The Affidavit of John Scawen One of the Serjeants of this Honble Court.

The above Named Deponent maketh Oath and saith that he did on the Twentieth day of this present Month of September Personally serve the above named Original Defendant and Cross Complainant with a Copy of the within Extract from the Minutes of this Honble Court.

Sworn to in Court
this 21st Sept.r 1790
J Taylor
Regr.

John Scawen

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of Sept. Anno Domini 1790.

Present

Vincentio Corbett Esquire Mayor
James Call and Andrew Ross
Aldermen.

Alexander Stephens
Narrain Veerapatu
&C Contra

The Attorney for the Original Defendt and Cross Complainant prays leave to decline Acting his Client not having furnished him with either Money or Instructions. Ordered Accordingly unless Cause be shewn to the Contrary by Next Court Day and it is further Ordered that the Attorney for the Original Defendant and Cross Complainant to serve his Client with a Copy of this Minute of which Service Affidavit is to be made.—

A true Extract

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of Septr. Anno Domini 1790.

Present

Mr. James Call Senior Aldermen
William Webb and Andrew Ross
Aldermen

Alexander Stephens
Narrain Veerapatu

Affidavit of John Seawen of Service of Notice of the Attorney for the Original Defendant and Cross Complainant praying leave to decline Acting Sworn to in Court Read and filed this day. Ordered that Mr. John White be permitted to decline Acting. The Attorney for the Original Complainant and Cross Defendant prays that the Original Defendant and Cross Complainant may by Next Court day appoint another Attorney to Act for him in the room of Mr. John White who has declined Acting. Ordered Accordingly.—

A true Extract

Filed the 28 Septr 1790

In the Hble the Mayors Court at Madraspatnam

Between Davoodoy and Hussain Saib of Madras Inhabitants by his Attorney Anthony Pothinan of the same place Inhabitant Complainants and Caudur Saib also of the same place Inhabitant Defendt

Davoodoy and Hussain Saib above named jointly and severally Make Oath and say and first this Deponent Hussain Saib maketh Oath and saith that disputes and differences having heretofore arisen between this Deponent and the said Defendant Caudur Saib above named respecting this Deponents share or proportion of certain profits accruing upon a partnership carried on in the trade or business of buying and selling of Bullocks and Cows and Calves as in the pleadings in this Cause mentioned this Deponent saith that it was agreed upon by this Deponent Hussain Saib and the said Defendant that such disputes and differences should be amicably settled and accommodated by Arbitration and this Deponent Hussain Saib saith that Arbitrators having been mutually chosen by this Deponent and the said Defendant the said Arbitrators did make and publish their award in the premises and did thereby amongst other things award and determine that this Deponent Hussain Saib should upon the said Defendants performing certain Matters and things which he was by the said Award directed and decreed to perform execute a Release or discharge to the said Defendant of all claims by this Deponent Hussain Saib upon the said Defendant on Account of his proportion of the Profits of the said Partnership concern and this Deponent saith that he did in pursuance of the said Award

Release or discharge from him to the said Defendant of all Demands by him on Account of the said partnership concern and which Release or discharge this Deponent saith the said Arbitrators or some or one of them delivered over to the said Defendant when this Deponent so signed the same and this Deponent saith he hath been informed and verily believes that the said Arbitrators or some of them did upon their delivering the said Release or discharge to the said Defendant call upon him to perform and carry into execution his part of the said Award which the said Defendant promised to do and this Deponent saith that this Deponent Hussain Saib and the said Arbitrators finding that the said Defendant after he had so obtained the said Release or discharge declined performing his said Agreement this Deponent did request that the said Arbitrators would either make the said Defendant abide by and perform his part of the said Award or oblige him to Return the said Release or discharge and this Deponent saith that the said Arbitrators thereupon applied to the said Defendt and desired him so to do but this Deponent saith that the said Arbitrators informed this Deponents and which they verily believe to be true that the said Defendant positively refused either to perform his said Agreement or to deliver up the said Release or discharge and desired the said Arbitrators to go about their business for that he the said Defendant had obtained the Release and that they the said Arbitrators might do what they could to invalidate it or words to that or the like effect and this Deponent Hussain Saib saith that the said Defendant has pleaded the said Release in bar to the Bill of Complaint in this Cause and this Deponent saith that the said Arbitrators drew up and Signed and Sealed in the Persian Language and Character

Filed the 25 Septr 1790

In the Hble the Mayors Court at Madrasspatnam

Between Davoodoy and Hussain Saib of Madras Inhabitants by his Attorney Anthony Pohlman of the same place Inhabitant Complainant and Caudur Saib also of the same place Inhabitant Defendt

Davoodoy and Hussain Saib above named jointly and Severally Made Oath and say and first this Deponent Hussain Saib maketh Oath and saith that Differences and Disputes having heretofore arisen between this Deponent and the said Defendant Caudur Saib above named respecting this Deponents share or proportion of certain profits Arising upon a partnership carried on in the Trade or Business of Buying and Selling of Bullocks and Cows and Calves on the pleadings in this Cause mentioned this Deponent saith that it was agreed upon by this Deponent Hussain Saib and the said Defendant that such Disputes and Differences should be amicably settled and accommodated by Arbitration and this Deponent Hussain Saib saith that Arbitrators having been mutually chosen by this Deponent and the said Defendant the said Arbitrators did make and publish their award in the premises and did thereby amongst other things award and determine that this Deponent Hussain Saib should upon the said Defendants performing certain Matters and things which he was by the said Award directed and Decreed to perform execute a Release or discharge to the said Defendant of all claims by this Deponent Hussain Saib upon the said Defendant on Account of his proportion of the Profits of the said Partnership concern and this Deponent saith that she did in pursuance of the said Award

Release or discharge from him to the said Defendant of all Demands by him on Account of the said partnership concern and which Release or discharge this Deponent saith the said Arbitrators or some or one of them delivered over to the said Defendant when this Deponent as signed the same and this Deponent saith he hath been informed and verily believes that the said Arbitrators or some of them did upon their delivering the said Release or discharge to the said Defendant call upon him to perform and carry into execution this part of the said Award which the said Defendant promised to do and this Deponent saith that this Deponent Hussain Saib and the said Arbitrators finding that the said Defendant after he had so obtained the said Release or discharge declined performing his said Agreement this Deponent did request that the said Arbitrators would either make the said Defendant abide by and perform his part of the said Award or oblige him to Return the said Release or discharge and this Deponent saith that the said Arbitrators thereupon applied to the said Defendt and desired him so to do but this Deponent saith that the said Arbitrators informed this Deponents and which they verily believe to be true that the said Defendant positively Refused either to perform his said Agreement or to deliver up the said Release or discharge and desired the said Arbitrators to go about their business for that he the said Defendant had obtained the Release and that they the said Arbitrators might do what they could to invalidate it or words to that or the like effect and this Deponent Hussain Saib saith that the said Defendant has pleaded the said Release in bar to the Bill of Complaint in this Cause and this Deponent saith that the said Arbitrators drew up and Signed and Sealed in the Persian Language and Character

Character a Mahzajar or written instrument declaratory of the
Several Matters therein before Set forth and mentioned Respecting
the said Release and the Conduct of the said Defendant and
delivered the same to this Deponent Nuseain Saib all which
Matters and things this Deponent Davoobay verily believes to
be true And these Deponents jointly make Oath and say that
the Deponent Nuseain Saib in the presence of the Deponent
Davoobay delivered the said Mahzajar or Persian Writing to
Narrainma Pillay of Madras Inhabitant and desired him to
carry the same to One Fernandes of Madras in Order that the
said Fernandes might translate the said Persian Mahzajar
into Malabar and these Deponents say that upon their
applying to the said Narrainma Pilla for the said Persian
Writing he informed these Deponents that the said Fernandes
did at the instigation of and in Combination with one Lobanjee
a friend of the said Defendant deliver up the said Persian
Writing to One Jamal Mamadoo the Cottwal of the Choultry
at the Bazar Bazzar near to Fort Saint George which these
Deponents verily believe to be true and this Deponent Davoobay
for himself Maketh Oath and saith that the said Cottwal
did on the Seventeenth day of August now last past summon
this Deponent to attend him at which time this Deponent accordingly
did and this Deponent saith that the said Cottwal did
insist upon this Deponent withdrawing this Suit from this
Honourable Court and that the the said Cottwal would determine
the Matter in question which this Deponent refused to do
Whereupon this Deponent saith the said Cottwal did
closely confine and imprison this Deponent Two hours or
thereabouts and these Deponents jointly say that they have
caused the Cowdal of the said Cottwal to be superseded
at the Durbar of this Honourable the Mayor and

Deponents say that they expect and believe they will be able
to Procure the said Original Persian Writing without which
this Deponent Nuseain Saib is advised and verily believes he
cannot with safety reply to the Defendants Plea and Answer
in this Cause —

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

John White
Interpr for the Compt

Ranganaddam
Interpreter

Malabar

Character a Mahzajar or written instrument declaratory of the
Several Matters therein before Set forth and mentioned Respecting
the said Release and the Conduct of the said Defendant and
delivered the same to this Deponent Nuseain Saib all which
Matters and things this Deponent Davoobay verily believes to
be true And these Deponents jointly make Oath and say that
the Deponent Nuseain Saib in the presence of the Deponent
Davoobay delivered the said Mahzajar or Persian Writing to
Narrainma Pillay of Madras Inhabitant and desired him to
carry the same to One Fernandes of Madras in Order that the
said Fernandes might translate the said Persian Mahzajar
into Malabar and these Deponents say that upon their
applying to the said Narrainma Pilla for the said Persian
Writing he informed these Deponents that the said Fernandes
did at the instigation of and in Combination with one Lobanjee
a friend of the said Defendant deliver up the said Persian
Writing to One Jamal Mamadoo the Cottwal of the Choultry
at the Bazar Bazzar near to Fort Saint George which these
Deponents verily believe to be true and this Deponent Davoobay
for himself Maketh Oath and saith that the said Cottwal
did on the Seventeenth day of August now last past summon
this Deponent to attend him at which time this Deponent accordingly
did and this Deponent saith that the said Cottwal did
insist upon this Deponent withdrawing this Suit from this
Honourable Court and that the the said Cottwal would determine
the Matter in question which this Deponent refused to do
Whereupon this Deponent saith the said Cottwal did
closely confine and imprison this Deponent Two hours or
thereabouts and these Deponents jointly say that they have
caused the Cowdal of the said Cottwal to be superseded
at the Durbar of this Honourable the Mayor and

Deponents say that they expect and believe they will be able
to Procure the said Original Persian Writing without which
this Deponent Nuseain Saib is advised and verily believes he
cannot with safety reply to the Defendants Plea and Answer
in this Cause —

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

John White
Interpr for the Compt

Ranganaddam
Interpreter

Malabar

Filed the 21st Sept. 1790

In the Hon^ble the Mayors Court at Madras

Between Poorandoss Dubash and Elaysaim Saib of Madras Inhabitants by their Attorney Anthonay Pobleman of the same place Inhabitant Complainant and Calder Saib also of the same place Inhabitant Defendant

The Affidavit of Vanasamma Pillay of Madras Inhabitant

This Deponent Maketh Oath and saith that the above named Elaysaim Saib did on the fifteenth day of the Month of August now last past deliver to this Deponent a certain Persian Writing called a Mahzer or written declaration for the purpose of having the said Persian Writing translated into the Malabar Language and Character and this Deponent saith that he did Accordingly Apply to One Poorandoss of Madras Inhabitant to translate the said Persian Writing into Malabar which the said Poorandoss agreed to do whereupon this Deponent delivered the said Persian Writing to the said Poorandoss on the fifteenth day of the said Month of August and this Deponent saith that the said Poorandoss did desire this Deponent to call upon him the said Poorandoss at five of the Clock in the afternoon of the said fifteenth day of August and that the said Persian Writing and the translation thereof should be ready for this Deponent this Deponent saith that he did accordingly go to the House of the said Poorandoss in Order to get from the said Poorandoss the said Persian Writing and the translation thereof this Deponent saith that upon his

said Poorandoss he there saw one Soobanjie Aurey who is the particular friend of Calder Saib the Defendant above named this Deponent saith that the said Poorandoss did then inform this Deponent that he was going out on some particular business but desired this to Remain at his the said Poorandoss's House and that he would Return in two hours and deliver up the said Papers to this Deponent this Deponent saith that the said Poorandoss and Soobanjie went out together and Returned to the said Poorandoss's house Shortly afterwards and this Deponent saith that he did then demand from the said Poorandoss the said Persian Writing and the translation thereof upon which this Deponent saith the said Poorandoss did say to this Deponent that he would not give this Deponent the said Papers in the presence of the Defendants friend the said Soobanjie but if this Deponent would accompany him at the end that they would get rid of the said Soobanjie and that he would then deliver this Deponent the said papers this Deponent saith that this Deponent the said Poorandoss and the said Soobanjie accordingly went out from the said Poorandoss house together and this Deponent saith that after they had gone a short way the said Soobanjie Seized this Deponent and Dragged him forcibly into the Cottavals Choultry which is Contiguous to the said Poorandoss house and this Deponent saith that the said Poorandoss did in this deponents presence deliver up the said Original Persian Writing to the Cottaval of the said Choultry whereupon this Deponent saith the said Cottaval did lock up this Deponent in a small room belonging to the said Choultry where he kept this Deponent a close prisoner until four of the Clock in the Morning of the Succeeding day and this Deponent saith he has been credibly informed that the Defendant Calder Saib was frequently with the said Cottaval respecting the aforesaid transaction during the

time

Some which this Department was so confused which information this Department was so confused which information this Department verily believes to be true –

John White
Agt for the Compt.

True Translation as near as can be from the Malabar Language

Ramganaudom
Interpreter

Malabar

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th September Anno Dominii 1790

Present

Mr. James Call Senior Alderman
William Webb and Andrew Ross
Aldermen

Davooby and Hoossain Saib by their Attorney Anthony Kleman
Exhibit
Eaudee Saib

The Attorney for the Defendant prays that Issue may be Joined in this Cause and a Day fixed for the Examination of Witnesses to which the Attorney for the Complainant Objects and prays leave to file his Affidavit Sworn to before the Mayor the 13th Instant and prays that he may be allowed fourteen days to Amend his Replication Ordered that two Weeks be Allowed.—

A true Extract

In the Honble the Mayors Court at Madraspatnam

Between Mauleyanaydey Rama Saumy Naick by his Attorney Frederick Zechariah of Madras Inhabitant Complainant and Angay Coetty Naick of the same place Inhabitant Defendant—

The Affidavit of Thomas Ives One of the Serjeants of this Honble Court—

This Deponent Maketh Oath and Saith that he did on the Twenty Third day of this Present month of September Call at the Dwelling house of the above Named Defendant with the intention of Serving him with a Copy of the Accompanying Extract but the said Defendant being from home he this Deponent left the Copy thereof at his said house.—

Sworn to in Court
this 28th Septr 1790

Thomas Ives

J Taylor
Regr

Filed 28th Sept. 1790.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 14th Day of September Anno Domini 1790 -

Present

Vincentio Corbett Esquire Mayor
James Call and Andrew Ross
Aldermen

Maulleyanayadey Rama Sawmy Naick by his Attorney Friderick Escherpelle
vers
Aregay Cootty Naick

Affidavit of Thomas Ives of Service of Notice for the Defendant to appoint another Attorney to Act for him in the room of Mr Peter Walker who has declin Acting Sworn to in Court and filed this day - The Attorney for the Complainant prays that the Defendant may be fined Court day Appoint another Attorney to Act for him or in default Time of that Publication may pass in this Cause - Ordered Accordingly -

A true Extract

J Taylor
Regr

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

Present

Mr James Call Senior Alderman
Andrew Ross - Henry Chichley - Michell and
Henry Readhead - Aldermen

Maulleyanayadey Rama Sawmy Naick by his Attorney Friderick Escherpelle
vers
Aregay Cootty Naick

Note from the Examiner to the Register Read Setting forth that all the Witnesses have been Examined and Signed their Depositions on the part of the Complainant except Innumbalam who has not appeared for Examination Affidavit of Thomas Ives of Service of Notice to Appoint another Attorney or in default thereof that Publication will pass in this Cause Sworn to in Court Read and Filed this day - Mr Stephen Popham appears for the Defendant -

A true Extract

In the Honble the Mayors Court at Madras

Between Alexander Stephens
of Madras Inhabitant Complainant
and Nirmul Durapah of the
same place Inhabitant Defendant

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

This Deponent Maketh Oath
and saith that he did on the Twenty fifth day of this
present Month of September call at the Dwelling House
of the above named Defendant with the intention of
Serving him with a Copy of the accompanying Extract
but the said Defendant being from home he this Deponent
left the Copy thereof at his said House.—

Thomas Ives

Sworn to in Court
this 28th Septr 1790

J: Taylor
Regr

In the Honble the Mayors Court at Madras

(Extract) from the Minutes of Court held
in Town Hall on Tuesday the 25th day of Sept
Anno Domini 1790

Present

The Hon Isaac Call Mayor. Chairman
William Webb & Andrew Ross
Aldermen

Alexander Stephens
Plt

Nirmul Durapah
Defendt

The Attorney for the Original Complainant
and the Defendant having shewn that the Original Defendant
and the Complainant may by their Letter of Attorney
authorize Attorneys to act for them in the Cause of Action
[illegible] and stand bound to abide by the Award

A true Extract

J: Taylor
Regr

Extract from the Minutes of Court held at
Town Hall on Tuesday the 2nd Day of April
Anno Domini 1850 —

Present

The Worshipful Mayor
Andrew Bell Henry Fletcher
Michael Henry Gandell
Aldermen

Alexander Stephens
versus
Adrain Vanspath
&
Costin

Affidavit of Thomas Lee of Leeds in the County of York Gentleman sworn this day in Court that the Original Defendant has left this Kingdom to reside in the Town of Ostend in the Kingdom of Belgium and that he has not returned to this Kingdom since the Day of

Sworn in Court

Before me
Henry Fletcher
Mayor

Upon reading the Affidavit of Thomas Lee sworn this day in Court and upon hearing Mr Solicitor for the Plaintiff It is Ordered that the Plaintiff be at liberty to proceed against the Defendant by Attachment for the Sum of One hundred and Two Pounds fourteen Shillings and Sixpence for Want of Appearance and Plea to the Plaintiffs Declaration filed and that the Plaintiff be at liberty to proceed to Judgment and Execution against the Goods and Chattels and Effects of the said Defendant in the Hands of Messrs Barnard Brothers Bankers in Leeds aforesaid and also

(Salem) ss. At a Court held at Salem within and for the County of Essex on the second Tuesday of September Anno Domini 1790

Present

(The Hon. Samuel Holten Esq. Chief Justice.
(Jonathan Ropes Esq. Judge. Michael
Hodge Esq. Brownbread. Sheriff

Paul Engelbert late of Salem in the County of Essex

Thomas St. Leger
late

Boston Surgeon
& Co Partners

Petition of Libellant & Engagement with Judgment thereon Thomas St. Leger late Attorney for Paul Engelbert Claimant Petitioner may be held to Bail & Summons Plaintiff making Oath to the Justice of this Demand to exhibit the Depositions Attorney Agent or Notary for Said against to be made upon the Allegations of the Libellant & Claimant Petitioner & Examination thereon had & taken

Attest Stone Clerk

(Salem) ss. At a Court held at Salem within and for the County of Essex on the second Tuesday of September Anno Domini 1790

Present

(The Hon. Samuel Holten Esq. Chief Justice.
(Jonathan Ropes Esq. Judge. Michael
Hodge Esq. Brownbread. Sheriff

Paul Engelbert late of Salem in the County of Essex

Thomas St. Leger
late

Boston Surgeon
& Co Partners

Petition of Libellant & Engagement with Judgment thereon Thomas St. Leger late Attorney for Paul Engelbert Claimant Petitioner may be held to Bail & Summons Plaintiff making Oath to the Justice of this Demand to exhibit the Depositions Attorney Agent or Notary for Said against to be made upon the Allegations of the Libellant & Claimant Petitioner & Examination thereon had & taken the same to be Recorded by their Proctor in favor of upon Bill —

Attest Stone Clerk

Court held at the Town Hall in Bridgetown the 28th Day of September Anno Domini 1790

Present

The Worshipful Samuel Hall Esquire Alderman

Thomas Bishop Esquire Recorder

Paul Engelbert Van Beken Esquire Attorney

Thomas De Lange

vers

Baptist Semmyns

Et Contra

Petition of Thomas De Lange Esquire Attorney for Paul Engelbert Van Beken made to the Court praying that a Rule may be made upon the Defendant to exhibit the Articles of his Demand to which the Opposite Attorney Objects as no Notary for Said Right to be made upon the Petitioners Attorney and the Summons thereupon Issued Considered Ordered that the Petition be Granted with Costs.

A true Extract

Middx. to wit

Know all Men by these Presents that I Dawsons Drake
of Boston in the County of Suffolk and Commonwealth
of Massachusetts Esquire for and in consideration of
the sum of Eighty Thousand Dollars to me in hand
well and truly paid by Samuel Taylor Jones Gold and
George Savage and Andrew Dunbar all of Boston
in the said County of Suffolk and Commonwealth
aforesaid Merchants Partners in trade under the
firm of Jones Gold & Co the receipt whereof I do
hereby acknowledge and therefrom and from every
part thereof do acquit and discharge the said
Samuel Taylor Jones Gold George Savage and
Andrew Dunbar their Executors and Administrators
by these Presents I have granted bargained sold
assigned transferred and set over and by these
Presents do grant bargain sell assign transfer and set over
unto the said Samuel Taylor Jones Gold George Savage
and Andrew Dunbar their Executors Administrators
and Assigns One Thousand Shares of the Capital
Stock or Property of the Boston and Worcester Rail
Road Corporation established by the Laws of the
Commonwealth of Massachusetts which said One
Thousand Shares are numbered from Seventeen
Thousand Two Hundred and Twenty One to Eighteen
Thousand Two Hundred and Twenty One both inclusive
and are represented by Certificates of Stock issued
by the said Boston and Worcester Rail Road Corporation
bearing date the Twenty Ninth day of December
in the year of our Lord One Thousand Eight
Hundred and Thirty Seven and numbered from
Three Hundred and Forty One to Three Hundred
and Forty Five both inclusive and also all the
Right Title Interest Property Claim and Demand
whatsoever of me the said Dawsons Drake of in
and to the said Shares and Certificates of Stock
and of in and to the Capital Stock Property
Profits Dividends and Emoluments of the said
Boston and Worcester Rail Road Corporation
to which I am now entitled or may hereafter
become entitled by virtue of my ownership of
the said Shares and Certificates of Stock
To have and to hold the said One Thousand
Shares of the Capital Stock or Property of the
said Boston and Worcester Rail Road Corporation
and all the Right Title Interest Property Claim
and Demand whatsoever of me the said Dawsons
Drake of in and to the said Shares and Certificates
of Stock and of in and to the Capital Stock
Property Profits Dividends and Emoluments of
the said Boston and Worcester Rail Road Corporation
to which I am now entitled or may hereafter
become entitled by virtue of my ownership of
the said Shares and Certificates of Stock
unto the said Samuel Taylor Jones Gold George
Savage and Andrew Dunbar their Executors
Administrators and Assigns to their own proper
use benefit and behoof forever subject however
to the Trusts and Conditions hereinafter
mentioned and declared of and concerning the
same And I the said Dawsons Drake for myself
my Executors and Administrators do hereby
covenant promise and agree to and with the
said Samuel Taylor Jones Gold George Savage
and Andrew Dunbar their Executors Administrators
and Assigns that I am the true and lawful
owner of the said One Thousand Shares of the
Capital Stock or Property of the said Boston
and Worcester Rail Road Corporation and that
I have good right to sell and assign the same
in manner aforesaid and that the same are free
from all Incumbrances whatsoever And that
I will warrant and defend the same to the said
Samuel Taylor Jones Gold George Savage and
Andrew Dunbar their Executors Administrators
and Assigns against the lawful claims and
demands of all Persons whomsoever And I the
said Dawsons Drake for myself my Executors
and Administrators do hereby covenant promise
and agree to and with the said Samuel Taylor
Jones Gold George Savage and Andrew Dunbar
their Executors Administrators and Assigns
that I will from time to time and at all times
hereafter at the request of the said Samuel
Taylor Jones Gold George Savage and Andrew
Dunbar their Executors Administrators or
Assigns but at the proper Costs and Charges
in the Law of the said Samuel Taylor Jones
Gold George Savage and Andrew Dunbar their
Executors Administrators or Assigns make
execute and deliver or cause to be made executed
and delivered all such further and other lawful
and reasonable Assignments Transfers and
Assurances in the Law for the better assigning
transferring and assuring unto the said Samuel
Taylor Jones Gold George Savage and Andrew
Dunbar their Executors Administrators and
Assigns the said One Thousand Shares of the
Capital Stock or Property of the said Boston
and Worcester Rail Road Corporation and all
the Right Title Interest Property Claim and
Demand whatsoever of me the said Dawsons
Drake of in and to the same and to the Capital
Stock Property Profits Dividends and Emoluments
of the said Boston and Worcester Rail Road
Corporation to which I am now entitled or may
hereafter become entitled by virtue of my
ownership of the said Shares and Certificates
of Stock as by the said Samuel Taylor Jones
Gold George Savage and Andrew Dunbar their
Executors Administrators or Assigns or their
Counsel learned in the Law shall be reasonably
advised devised or required And I the said
Dawsons Drake for myself my Executors and
Administrators do hereby covenant promise and
agree to and with the said Samuel Taylor Jones
Gold George Savage and Andrew Dunbar their
Executors Administrators and Assigns that I
will from time to time and at all times hereafter
at the request of the said Samuel Taylor Jones
Gold George Savage and Andrew Dunbar their
Executors Administrators or Assigns but at the
proper Costs and Charges in the Law of the said
Samuel Taylor Jones Gold George Savage and
Andrew Dunbar their Executors Administrators
or Assigns make execute and deliver or cause to
be made executed and delivered all such further
and other lawful and reasonable Powers of
Attorney Assignments Transfers and Assurances
in the Law for the better assigning transferring
and assuring unto the said Samuel Taylor Jones
Gold George Savage and Andrew Dunbar their
Executors Administrators and Assigns the said
One Thousand Shares of the Capital Stock or
Property of the said Boston and Worcester Rail
Road Corporation and all the Right Title Interest
Property Claim and Demand whatsoever of me
the said Dawsons Drake of in and to the same
and to the Capital Stock Property Profits
Dividends and Emoluments of the said Boston
and Worcester Rail Road Corporation to which
I am now entitled or may hereafter become
entitled by virtue of my ownership of the said
Shares and Certificates of Stock as by the said
Samuel Taylor Jones Gold George Savage and
Andrew Dunbar their Executors Administrators
or Assigns or their Counsel learned in the Law
shall be reasonably advised devised or required
And I the said Dawsons Drake for myself my
Executors and Administrators do hereby covenant
promise and agree to and with the said Samuel
Taylor Jones Gold George Savage and Andrew
Dunbar their Executors Administrators and
Assigns that I will from time to time and at all
times hereafter at the request of the said Samuel
Taylor Jones Gold George Savage and Andrew
Dunbar their Executors Administrators or
Assigns but at the proper Costs and Charges
in the Law of the said Samuel Taylor Jones
Gold George Savage and Andrew Dunbar their
Executors Administrators or Assigns make
execute and deliver or cause to be made executed
and delivered all such further and other lawful
and reasonable Powers of Attorney Assignments
Transfers and Assurances in the Law for the
better assigning transferring and assuring unto
the said Samuel Taylor Jones Gold George
Savage and Andrew Dunbar their Executors
Administrators and Assigns the said One
Thousand Shares of the Capital Stock or Property
of the said Boston and Worcester Rail Road

debenture, and to pay from the said Parliamentary Debt Office
credited with the said Incorporated Company the sum
of Fifteen thousand Pounds Sterling to the said Parliamentary
Debt Office not to be credited with the said
Incorporated Company of Proprietors of the Undertaking
aforesaid, but to be retained by the said Parliamentary
Debt Office, subject nevertheless to the Provisions
hereinafter contained, for the Purpose of paying
Interest to the said Proprietors of the said Parliamentary
Debt Office, at the Rate of Three Pounds per Centum
per Annum, by Half yearly Payments, on the
Days hereinafter mentioned, that is to say, on the
first Day of June and the first Day of December
in every Year, after the Rate aforesaid, in proportion
to the Sum of Fifteen thousand Pounds, to be
computed from the said first Day of December
One thousand seven hundred and Eighty
nine, and to pay the Principal Sum of Fifteen
thousand Pounds to the said Proprietors of the
said Parliamentary Debt Office, on the first Day
of December One thousand seven hundred
and Ninety nine, and to pay the Interest
which should become due on the said Principal
Sum of Fifteen thousand Pounds, after the
said first Day of December One thousand seven
hundred and Ninety nine, to the said Proprietors
of the said Parliamentary Debt Office, at the
Rate aforesaid, until the said Principal Sum
of Fifteen thousand Pounds should be paid
off and discharged, and that the said Incorporated
Company should not be entitled to receive
any Dividends or Profits arising from the
Undertaking aforesaid, until the said Principal
Sum of Fifteen thousand Pounds should be
paid off and discharged, and that the said
Incorporated Company should not be entitled
to receive any Dividends or Profits arising
from the Undertaking aforesaid, until the said
Nathaniel Bartlow and his Partners in Copartnership
with the said Incorporated Company
of Proprietors of the Undertaking aforesaid
should have delivered to the said Incorporated
Company of Proprietors of the Undertaking
aforesaid, a Bond or Obligation, with sufficient
Sureties, in the Penal Sum of Twenty
thousand Pounds, conditioned for the Payment
of the said Principal Sum of Fifteen thousand
Pounds, and the Interest thereof, to the said
Parliamentary Debt Office, at the Times and
in the Manner hereinbefore mentioned, and
that the said Nathaniel Bartlow and his
Partners in Copartnership with the said
Incorporated Company of Proprietors of the
Undertaking aforesaid, should not be entitled
to receive any Dividends or Profits arising
from the Undertaking aforesaid, until the said
Nathaniel Bartlow and his Partners in Copartnership
with the said Incorporated Company
of Proprietors of the Undertaking aforesaid,

the Court granted for the Assessment for the Eighth Year of Peace
as aforesaid, which Sum is included in the Warrant by the
Forty third Day of May One Thousand Seven Hundred and
Eighty One directed to the said Lieutenant Governor
and Council Directing the Collection of the Estate in the Town
of Sea Pleasant to be Assessed and Levied on the Polls
County Sum pleasant and Liberty Lands Pasture and
Pond and as more at large appears by the Copies of the
said Rolls and Warrant hereunto annexed the Original whereof
is in your Orator possession ready to be produced which
properly called for and your Orator further sheweth that the
said Brumagdeak Browning under the said Sum of Six
four Hundred and Eighty One Rights Seventy Sum pleasant
and Liberty Lands from the said Samuel Barlow on
about the said Thirty first day of May One Thousand
Seven Hundred and Eighty One as the whole that he was
possessed to be due and to become from the Estate of the said
Dawsons Parks Wife your Orator Mary at that
said Brumagdeak Browning as entitled thereto, and
your Orator further sheweth that the said Brumagdeak Browning
might to have given Credit to the said Estate in the sum
of Six Thousand Three Hundred and Forty Three Rights
and Fourteen pounds being the Proportion of the aforesaid
Assessment Commanded to be made as aforesaid by the said
Brumagdeak Browning unto the said Estate of the said
Dawsons Parks from the last Assessment Made to
West from the Thirty first day of July One Thousand
Seven Hundred and Eighty One unto the first day of
March One Thousand Seven Hundred and Eighty One
the day on which the said Lands or Farm of Rattle
and Tobacco was Assigned

To the Honble George

your Orator Mary Parks late Wife
of the said Dawsons Parks deceased doth
for the said Estate become the said Brumagdeak Browning
Bringing and Exhibit the Instrument in writing of the
Same under the Hand of the said Dawsons Parks bearing
in all Things more and profound that for the Better
of Assurance of your Orator in the Life time which he was
bound and Obliged to perform and performed this
Life leaving the said Brumagdeak Browning in the Possession
and Enjoyment of the said Farm Lands Assigned for
the full Execution and quiet Enjoyment of the several Lands
Profits and Emoluments of the said Farm - nevertheless
your Orator Charges that the said Brumagdeak Browning
some time after the Assignment of the said Warrant to the
said Samuel Barlow on the Intent up to the Thirty
first day of May One Thousand Seven Hundred and
Eighty One Pledging Some he might indemnify himself
at any Rate of his disappointment at being deprived of the
said Rattle and Tobacco Farm the Lands Assigned on
the said first day of March in the Year of Our Lord
One Thousand Seven Hundred and Eighty One aforesaid
and Actually annulled on the fifteenth of the said
March by the granting of another Warrant or Farm

said charge unto Barnes Gardner Esquire one Justice
of the City of Hudson Merchant in the said County
Deponent did not obtain Letters of Administration to the
said Deceased Estate Deponent further saith that
the Goods of Record have been duly proved
and Letters of Administration granted by the Surrogate
to either Deponent Counsel or Solicitor that the said
Nathaniel Burdan to save him either himself from the
said Responsibility, whereupon he was threatened, did
consent to admit of the said Surrogates Examining
a Creditor of the said Estate on account of the aforesaid
supposed Loss he pretended he had sustained by reason
of the said Surrogate and Counsel having deprived him
of the said Sum by giving the same to others, and
to assist of the said Surrogate to make
a demand on him as Administrator as aforesaid on
said supposed Account arising out of supposed injuries
your Orator also Charging that the said Nathaniel
Burdan combining and Confederating with the said
Surrogate to injure the Estate of the said Deponent, and
disregarding of the Trust and duty of his Office faithfully
to Administer the said Estate according to Law did encour-
age and abet the said Surrogate in such
unjust and undue & illegal design on the said Estate, the
the said Nathaniel Burdan did on or about the Eleventh
Ninth day of January One Thousand Seven hundred
and Eighty four, execute unto the said Surrogate
Examining a certain Deed or Instrument falsely setting
forth that there was a considerable Balance due and

Account entitled and Marked [illegible] and to Answer the said Scrivenor
Browning and the said Dawsonne Drake in relation
[illegible] upon Oath and upon Oath [illegible]
Account be charged by the Plaintiff Scrivenor Browning
the Account in the first Item [illegible] Sum
said Plaintiff to have received [illegible]
Plaintiff and Defendant Scrivenor Browning
said Scrivenor Browning in Account [illegible]
to Plaintiff by the Plaintiff and the said
also Declare to the Court of the said
examination of the Account [illegible]
Court Plaintiff [illegible] to be
Plaintiff and Defendant [illegible]
Account [illegible] Plaintiff
Plaintiff [illegible] Plaintiff
said Scrivenor Browning in Account [illegible]
to Plaintiff by the Plaintiff and the said Scrivenor Browning
with the said Nathaniel Barlow respecting the said Nathaniel
Barlow did in the said Month of September and aforesaid
desire and Instruct him that he might receive their said Remittances
and Consideration while more effectual to their
purpose, and to Cause their said Goods and Effects while
the Colour of an Amicable Agreement to Arbitration they

the said Arbitrators Dawsonne Drake and Scrivenor Browning
did that the two should and ought to enter into a mutual
Submission Agreement to sign to the said Account [illegible]
also the said Scrivenor Browning [illegible]
sign the said Account in the manner [illegible]
Plaintiff to be examined on the said Oath and Dawsonne
Drake to be Heard by Either Counsel Partner or
Solicitor Scrivenor approved and your Orator Charged that
the said Nathaniel Barlow did also [illegible]
said Scrivenor Browning to produce the said Account
No 3 and Books and Vouchers other Accounts and to make
Answer to Oath before the said Arbitrators in the manner
[illegible] your Orator Charges that the said Nathaniel
Barlow [illegible] Submission Agreement
and Signed the same [illegible] Arbitrators
Dawsonne Drake and Scrivenor Browning
Sum of Rupees Eighty Thousand Sicca
Nathaniel Barlow [illegible] Account
Account [illegible] Arbitrators
Account [illegible] Plaintiff
Account [illegible] Plaintiff
Account [illegible] Plaintiff

Account of the above Estate before Appeals to be finished against the Estate, and the Charge of the Estate of Account and Examining an Account Current and the Charge arising of the said Arrangadiah Pavanny made up to the Eighth day of September One Thousand Seven Hundred and Eighty five, whereby the said Pavanny Debt was stated in the aforesaid Charge Pagodas Seven Hundred and Ninety Seven Pagodas and Twenty Pence according to the Account made up after the death of the said Pavanny Debt as aforesaid, and also in the Charge of One Thousand and Eight Hundred Pagodas as the Amount of the aforesaid Pavanny Debt Bond to the said Arrangadiah Pavanny bearing date the Eighth day of September One Thousand Seven Hundred and Eighty Nine upon Oath by the said Arrangadiah Pavanny and Ordered the Sum of Three Hundred and Twenty Pagodas as a Pardon unto the said Bond unto the Twenty Seventh day of February One Thousand Seven Hundred and Eighty three from the said Nathaniel Barlow which Account was made to Amount together with Interest up to the said Eighth day of September One Thousand Seven Hundred and Eighty five to the Sum of Twenty five Thousand Seven Hundred and fifteen Pagodas and Nine fanams as may appear by a Copy of the Original Charge of Accounts annexed thereto and the Original or Copy of the Arrangam Chetam Letter to be produced when properly called for and your Orator Charges that the said Nathaniel Barlow did moreover allow and admit of the said Arrangadiah Pavanny producing before them said Arbitrators Account of what he pretended to have been Ordained by the said Arrangadiah Pavanny for Seizure of Tobacco by the Late Hunter Lieutenant to the death of the said Pavanny Doubt making in all

and fifteen Pagodas which the said Nathaniel Barlow said he could not have any possible reason to Disallow of the Account of the Estate of the said Pavanny Doubt Arrangadiah Pavanny and the Estate Charging same to be the natural Debt of the said Arrangadiah Pavanny in conformity with the said Nathaniel Barlow It could not be expected that the said Nathaniel Barlow could have any power to Disallow said just and Honest Account of the Estate of the said Arrangadiah Pavanny and your Orator Charges that the said Arbitrators Nathaniel Barlow and Lewis Pardo Esquires did on the Eighth day of December in the aforesaid Year of Our Lord One Thousand Seven Hundred and Eighty five Give their Opinion in Writing upon the said Matters in the Grounds for drawing and Award thereupon, in Lewis Pardo Esquire and the said Account as aforesaid and the following words to that

Fort St. George

Opinion of the Arbitrators delivered with their Award on the 8th December 1785 —

Mr. Barlow and Pardo Considerations of the Differences between Mr. Barlow and Arrangadiah

Same of Opinion that it will be most eligible and safe, for Mr. Barlow as Administrator to the Estate of Mr. Drake, that the Matter should be Compromised. —

It Appears by an Account now produced by Arrangadiah that the debt Mr. Nathaniel Barlow as

Administrator

made the subject of Thirdand Objection in the Record aforesaid
pretended Assignment and the Note of the said pretended
aforesaid as your Orator shall be advised is illegal
Name of the deceased and unwarrantable his Estate
made chargeable after the date of the said pretended
Shall the said Nathaniel Barlow should pay unto the said Swan-
godaik Bramming the sum of Fourteen Thousand Rupees Sicca
or any of the first of the belonging to the Estate of the said
Duncanna Drake and a further sum of Five Hundred Rupees
and of the Effects of the Estate to Bernard Blee and Edward
Parker or Law or compensation of Law Charges —

And your Orator further charges that the said pretended
illegal and unwarrantable Assent Shall the said Swanngodaik
Bramming his Life and the said Swanngodaik
Bramming or his Executors Administrators or Assigns
obtain the aforesaid Bond or Obligation from the said
Peter Davidson unto the said Duncanna Drake and also the
Bond or Obligation from the said James Taylor James Cille and
George Savage and Andrew Alexander unto the said Peter Davidson
said also upon the Ground of a pretended Assignment thereof from
the said Nathaniel Barlow unto the said Swanngodaik
Bramming for the purpose as the pretended Assignment
Assignment of the said sum of Fourteen Thousand Rupees unto
him the said Swanngodaik Bramming whereas your Orator doth
Shall the said Award was obtained and the said Assignment
of any such sum or sums of money for the purpose
of depositing and arranging of the Estate by the Arbitrators

of the said Deceased Nathaniel Barlow and to the due
to the due of any part of the said Debts and Charges of the
said Swanngodaik Bramming and of the said Swanngodaik
Bramming his Executors and were illegal and tend to the
manifest wrong and injury of your Orator as aforesaid
aforesaid as your Orator is advised is true and to the
said Bond from the said James Taylor and James Cille and the
said George Savage and Andrew Alexander unto the said Peter
Davidson and Shall the Assignment thereof
the same unto the aforesaid Executors of the said Peter Davidson
and Shall unto the Assignment thereof the said Executors as aforesaid
to pay unto your Orator the said sum Bonds or Obligations
from the said Peter Davidson unto the said Duncanna Drake
and the Several Principal and Interest due thereupon your Orator
therefore prays a General Relief such as the Nature of this
shall appear agreeable to Equity and good Conscience To
the End therefore that the said Swanngodaik Bramming
and his Confederates when discovered may express true and
Corporal Oaths full true direct and perfect Answer make to
all and Singular the matter and things aforesaid before set forth
and alledged as fully truely perfectly and effectually to all
intents and purposes as if the same were here again repeated
and particularly interrogated and more especially that the
said Swanngodaik Bramming may discover whether he hath
or not in his Custody power or possession or some other
Person or Persons by his Knowledge and Consent have
or have not in their Custody power or possession and have

long since the aforesaid Three United Bonds or Obligations from the said Peter Davidson unto the said Barbara Brake bearing date respectively the Twenty Third and Twenty fifth day of August and the Twenty sixth day of October One Thousand Seven hundred and Eighty four for the Several and respective Sums of Eight hundred and Twenty four Pagodas Eighteen fanams and Sixty eight Cache Four Thousand four hundred Pagodas and Three Thousand and Twenty four Pagodas and fourteen fanams respectively Conditioned for the payment of the Several Sums of Four Thousand four hundred and Twenty seven Pagodas Sixty seven fanams and Sixty four Cache Five Thousand and Five hundred Pagodas and One Thousand five hundred and Twelve eight Pagodas and Twenty eight fanams bearing Interest as the Date of Bonds for Payment of the Principal Sums or Sums of Money and whether the said Bonds are are not respectively due and payable and whether the whole of the Several Principals and the Interests thereof are or are not respectively due, and if he should allege that they are not, That he may set forth what Sum or Sums of Money there are now respectively due for Principal and Interest thereon, and what is the Balance thereof, and also that he may discover whether he hath or hath not in his Custody power or possession the aforesaid Bond or Obligations from the said James Taylor James Hall

for the Several Sums of Sixty eight Pagodas four hundred and Eighty One Pagodas Thirteen and Sixty Cash Two hundred and Sixty four Pagodas Twenty two fanams and Sixty Cash and One Thousand Two hundred and Sixty four Pagodas Twenty two fanams and Twenty Cache or one or other individual Sum or Sums of Money, and whether the said Bond is or is not due and payable and when, and whether the whole of the principal and Interest thereof are or are not respectively due and if he should allege and say that they are not That he may set forth what Sum or Sums of Money there are now due for the same respectively due and owing and that the said Sevengadeah Braming may shew and discover by what Manner and Means he became possessed of the said Three Bonds or Obligations from the said Peter Davidson unto the said Barbara Brake and of the said Bond of the said James Taylor James Hall and George Savage and under Whom he claims and whether he now holds and keeps possession thereof — and if he should allege and say that he holds and keeps possession thereof as Administrator of the said Sevengadeah Braming That he may shew and discover under what Claim or Title the said Sevengadeah Braming and in his Life hold and keep possession thereof and from whom he received the same, and if he should pretend that the said Claim or Title of the said Sevengadeah Braming in his Life time thereto or in any of the said Bonds or Obligations be in writing, That he may produce the same if he hath it or declare what

is become Absent and without the State or the said Province that your Orator is or is not Administrator of the Estate of the said Dawsonne Drake on the Manner by your Orator before Shewn and whether the said William Duffie and Abednego Dugliad Browning are or are not Executors named in the Last Will and Testament of the said Peter Davidson and also that the said Shrewsburiah Browning may disperse and discover whether your Orator as Administrator as aforesaid hath or hath demanded from them the aforesaid three Bond from the said Peter Davidson to the said Dawsonne Drake and also the aforesaid Bond from the said James Taylor and James Call and George Savage and Widow Hazeridge to the said Peter Davidson and why and for what Cause or Reason he did not and hath not delivered the same Accordingly unto your Orator and that the said Shrewsburiah Browning may discover whether the said Shrewsburiah Browning did or not in his Life time as aforesaid bring any Action against your Orator as Administrator as aforesaid for the Recovery of the Sum of Fourteen Thousand Pounds or upon Bond from the said Nathaniel Barlow to them as herein before set forth and whether the said Securities therein Charged are or are not the said Action or Bill set forth or any other and why and for what Cause or Reason the pretended Assignment of the said three Bonds from the said Peter Davidson to the said Dawsonne Drake and of the said Bond from the said James Saylor James Call and George Savage and Widow Hazeridge unto the said Peter Davidson mentioned to extend upon and whether your Orator hath Exhibited any Bill against them the said Shrewsburiah Browning as herein before is set forth and what Proceedings have been had thereupon and whether the said Shrewsburiah Browning may discover the Answers Covenants and agreements herein before set forth to having taken place between the said Dawsonne Drake and the said Shrewsburiah Browning respecting the farming of the Rents and Tobacco within the Boundaries and limits of Fort George, Scituate in the year of Our Lord One Thousand seven hundred and Seventy seven and whether the said Articles of Agreement bear date and were executed at the place and on the day herein Shewn and whether the Copy of the Articles of Agreement hereunto Annexed is or is not a true Copy and in what part or parts the same is different from the Original and whether he doth or not know and believe that the said Shrewsburiah Browning did set and subscribe his Name to the said Original and whether the said Dawsonne Drake did or did not procure the Grant herein mentioned and Charged to have been obtained by them from the said Governor and Council of the Rents and Tobacco Farm or that the said Dawsonne Drake now Name and the Terms and Conditions herein before set forth or any other and what Terms and Conditions and whether the said Shrewsburiah Browning doth or not know or believe that the said Dawsonne Drake did or did not in Consideration of the Covenants and Conditions in the said Articles of Agreement contained or any other

and what Consideration Money unto the said Swaminadiah Bramin
the said Bond or Grant of the Bonds and Salary Farm &c
aforesaid, and whether the said Swaminadiah Bramin or he
the said Swaminadiah Bramin knows, and what believe, and
what he hath informed did or did not suffer to enjoy and receive to
his own use and benefit the several emoluments Rents and Profits
arising from the said Farm from the time or date of the said
Bonds before Mentioned or otherwise – and whether he do or not
know and believe that the said Swaminadiah Bramin did continue
to possess enjoy and receive the Rents Emoluments and Profits
of the said Farm from the day of the commencement of the
said Bonds unto the day of the death of the said Dawsanne
Drake – and whether he knows that the said Dawsanne Drake
did in his life time do any Act to prevent or impede the same –
And that the said Swaminadiah Bramin may set forth and
discover whether he doth know hath heard or hath reason to
believe, whether there was or was not any Settlement of Accounts
between the said Dawsanne Drake and the said Swaminadiah
Bramin under the date of the thirty first day of August
One Thousand seven hundred and Eighty, as is herein before
charged and set forth or otherwise and how – and whether the
Copy of the Account Current No 1 hereunto annexed is or is
not a true Copy of such Settlement of Accounts from the
Original herein declared upon and charged or in what
part or parts the same doth differ from the said Original –
And whether the said Original was or was not signed by

the said Swaminadiah Bramin or whether he knows believes
Deals did or did not so sign the said Accounts or Settlement
Settle and deliver a true Copy or Counter part of the same Account
If so then that he may declare whether he was or was not present
and what he knows thereof and that he may produce the
same – And that the said Swaminadiah Bramin may discover
whether there were any other and what Accounts between the
said Dawsanne Drake and the said Swaminadiah Bramin
depending at the said Thirty first day of August One Thousand
seven hundred and Eighty and what kind sort or nature
the same were and that he may produce the same and set
forth the said Swaminadiah Bramin may set forth the
said discover whether he knows or hath been informed
whether there were any other dealings or transactions between
the said Swaminadiah Bramin and the said Dawsanne
Drake during her life time and until the day of his death
same and except the granting of the aforesaid Bond or Obliga-
tion unto the said Swaminadiah Bramin on the said
Eighth day of September One Thousand seven hundred and
Eighty for the payment of the aforesaid sum of One
Thousand and five hundred Pagodas, and also saving and
excepting as by your Orator before Charged – and if the
said Swaminadiah Bramin should allege that there
were other dealings Transactions and Accounts between
the said Swaminadiah Bramin and the said Dawsanne
Drake in her life time, that he may set forth the

same

and what Consideration Advice unto the said Swaminadah Branning the said Bonds or Grant of the Goods and Estate Farms &c aforesaid, and whether the said Swaminadah Branning or he the said Annamanah Branning knows and hath believe, and hath been informed did or did not lawfully enjoy and receive to his own use and benefit the several emolument Rents and Profits arising from the said Farms from the time or date of the said Bonds before set forth or have otherwise – and whether he hath not known and believe that the said Swaminadah Branning did continue to possess enjoy and receive the Rents Emolument and Profits of the said Farms from the day of the commencement of the said Lease unto the day of the death of the said Dawsanna Drake – and whether he knows that the said Dawsanna Drake did in his life time do any Act to prevent or impede the same – And that the said Annamanah Branning may set forth and discover whether he doth know hath heard or hath Reason to believe, whether there was or was not any Settlement of Accounts between the said Dawsanna Drake and the said Swaminadah Branning under the date of the Thirty first day of August One Thousand Seven hundred and Eighty, as is herein before Charged and set forth or otherwise and how – and whether the Copy of the Account Current No 1 hereunto annexed is or is not a true Copy of such Settlement of Accounts from the Original therein declared as true and Charged as in what part or parts the same doth differ from the said Original

the said Swaminadah Branning and the said Dawsanna Drake did or did not agree to the said Swaminadah Branning doth and allow upon Oath part of the said Account if you shall be advised to require so whether he was or was not present and what he became thereof and what he knows thereof and what he hath been informed – And that the said Annamanah Branning may discover whether there were any other and what Reason to believe the said Dawsanna Drake and the said Swaminadah Branning depending on the said Thirty first day of August One Thousand Seven hundred and Eighty did at that time for or Nature the same were and that he may possess the same and also that the said Annamanah Branning may set forth and discover whether he knows or hath been informed whether there were any other dealings or transactions between the said Swaminadah Branning and the said Dawsanna Drake during his life time and until the day of his death save and except the granting of the aforesaid Bond or Obligation unto the said Swaminadah Branning on the said Eighth day of September One Thousand Seven hundred and Eighty for the payment of the aforesaid sum of One Thousand and five hundred Pagodas, and also saving and excepting as by your Orator before Charged – and if the said Annamanah Branning should allege that there were other dealings Transactions and Accounts between the said Swaminadah Branning and the said Dawsanna Drake in his life time, that he may set forth the

same

and what Consideration deliver unto the said Swamygadiah Bramany the said Deeds or Grant of the Bridle and Talaire Farm as aforesaid, and whether the said Swamygadiah Bramany, as he the said Sinnemarsaiah Bramany knows, and doth believe, and hath been informed did or did not possess enjoy and receive to his own use and benefit the several emoluments Rents and Profits arising from the said Farm from the time or date of the said Deeds before set forth or thereunto — and whether he doth not know and believe that the said Swamygadiah Bramany did continue to possess enjoy and receive the Rents Emoluments and Profits of the said Farm from the day of the commencement of the said Deeds unto the day of the death of the said Dawsonne Drake — and whether he knows that the said Dawsonne Drake did in his life time do any Act to prevent or impede the same — And that the said Sinnemarsaiah Bramany may set forth and discover whether he doth know hath heard or hath Reason to believe, whether there was or was not any Settlement of Accounts between the said Dawsonne Drake and the said Swamygadiah Bramany under the date of the Twenty first day of August One Thousand Seven Hundred and Eighty, as is herein before charged and set forth or otherwise and how — and whether the Copy of the Account Current &c. of Remunts annexed is or is not a true Copy of such Settlement of Accounts from the

the said Swamygadiah Bramany — And whether the said Dawsonne Drake did or did not to his the said Sinnemarsaiahs knowledge and believe Sign or Counter part of the said Account If you that he may declare whether he ever saw the same and what is become thereof — and that he may produce the same — And that the said Sinnemarsaiah Bramany may discover whether there were any other and what Accounts between the said Dawsonne Drake and the said Sinnemarsaiah Bramany depending on the said Twenty first day of August One Thousand Seven Hundred and Eighty and of what kind sort or Nature the same were and that he may procure the same and also that the said Sinnemarsaiah Bramany may set forth and discover whether he knows or hath been informed whether there were any other dealings or Transactions between the said Swamygadiah Bramany and the said Dawsonne Drake during his life time and until the day of his death save and except the granting of the aforesaid Bond or Obligation unto the said Swamygadiah Bramany on the said fifth day of September One Thousand Seven Hundred and Eighty for the payment of the aforesaid Sum of One Thousand and five Hundred Pagodas, and also saving and excepting as by your Orator before charged — and if the said Sinnemarsaiah Bramany should allege that there were other dealings Transactions and Accounts between the said Swamygadiah Bramany and the said Daw-

same particularly according to the best of his knowledge and belief and that the said Sreenewasiah Brammy may set forth and discover whether the Credit given to the said Dawsonne Drake of the Rent Several sums of Four Thousand Pagodas each for the Annual payment of the like Sums According to the said Articles of Agreement Amounting together to the Sum of Twelve Thousand Pagodas was or was not also carried to the Credit of the said Dawsonne Drake in the Books of the said Swengadiah Brammy in his life time According as the same is Credited in the aforesaid Account Current No 1 herein before Referred to — and whether the said Sreenewasiah Brammy doth not in his Conscience know and believe that the said Credit was just and true and if not why not. —

And that the said Sreenewasiah Brammy may also set forth and discover whether the said Swengadiah Brammy did or did not make up an Account between him and the Estate of the said Dawsonne Drake as herein before is Charged to have been made up to the Thirty first day of May One Thousand Seven hundred and Eighty One compared of the Balance of the said Account Current of the Thirty first day of August One Thousand Seven hundred and Eighty Amounting to the Sum of Seven hundred and Seventy two Pagodas and of the Account Principal of the said Dawsonne Drake stood to him for One Thousand and five hundred Pagodas under the date of the fifth day of September One Thousand Seven hundred and Eighty — And whether the Copy of the said Account Current herewith annexed is or is not a true Copy from the Original and whether the said Original was or was not Signed in the hand Writing of the said Swengadiah Brammy. —

And that the said Sreenewasiah Brammy may set forth and discover whether the aforesaid Cowle or Grant of the Betle and Tobacco Farm as aforesaid obtained by the said Dawsonne Drake as aforesaid was or was not on the first day of March One Thousand Seven hundred and Eighty One declared by the then Governor and Council and whether the same was or was not entirely annulled on the fifteenth day of the said Month of March and why and for what Cause or Reason — and whether the said Governor and Council did or did not issue and grant another Cowle for the said Betle and Tobacco unto the persons herein before set forth or unto some other and what person or persons — And that the said Sreenewasiah Brammy may also set forth and discover whether the said Swengadiah Brammy did afterwards get back the said Farm, and when and at what date did the same Recommence and for how long a Term was the grant thereof Procured, and when was and did the same end and terminate — And that the said Sreenewasiah may set forth and discover, whether the Letters of Administration granted to the said Nathaniel Barlow by this Honble Court to the Estate of the said Dawsonne Drake were or were not Dated on the Seventy first day of the said Month of March One Thousand Seven hundred and Eighty One or when. —

And your Orator further prays that the said

Shinnewamiah Brahminy may set forth in his said Answer whether he hath or hath not heard or been informed that the said Soorumgadiah Brahminy did or did not some time in the year of Our Lord One Thousand Seven Hundred and Eighty four, or some long after the date of the said Letters of Administration to the said Nathaniel Barlow granted as aforesaid make any and what demand upon him the said Nathaniel Barlow in his own private Capacity or as Administrator as aforesaid, for the making good and indemnifying him the said Soorumgadiah Brahminy for any and what losses and damages sustained or pretended to have been sustained by him the said Soorumgadiah Brahminy by reason and in consequence of his having discontinued and the said Brecke and Tobacco Farm by the grant thereof to the aforenamed or to some other and what person or persons - and what was the ground thereof, as the said Shinnewamiah Brahminy knows and has been informed - and that the said Shinnewamiah Brahminy may set forth and discover whether the said Soorumgadiah Brahminy did or did not as he Answer and hath been informed threaten to prosecute the said Nathaniel Barlow for sundry large sums of Money by the said Soorumgadiah Brahminy alleged and charged to be owing to him by Reason of the said losses or damages sustained or pretended to have been sustained by him from the discontinuance of the said Brecke and Tobacco Farm or otherwise as - And whether the said Nathaniel Barlow was or was not thereby or by any other and what means induced to execute unto the said Soorumgadiah Brahminy on or about the Ninth Day of January One Thousand Seven Hundred and Eighty four, the Deed or Instrument therein before recited of a Considerable Balance being due and owing unto the said Soorumgadiah Brahminy by the Estate of the said Dawsonne Drake, and whether the said Nathaniel Barlow did or did not also on the said Twenty Ninth day of January One Thousand Seven Hundred and Eighty four, execute unto the said Soorumgadiah Brahminy the Bond or Obligation therein before in part recited for the penal Sum of Fifteen Thousand Pagodas - Conditioned for the payment of the Sum of Seven Thousand and five Hundred Pagodas - and your Orator also prays that the said Shinnewamiah Brahminy may set forth and Declare whether he knows or has been informed, what was the Amount of the said Considerable Balance by the said Deed or Instrument pretended to be due and owing by the said Estate of the said Dawsonne Drake unto the said Soorumgadiah Brahminy on the said Twenty Ninth day of January One Thousand Seven Hundred and Eighty four, and whether the same did Amount to the Sum of Seven Thousand and five Hundred Pagodas or to what other Amount less or more than the said Sum; and that he may set forth the same from the Books of Accounts of the said Soorumgadiah Brahminy and his Life time, and if he should Allege that the said Soorumgadiah Brahminy did not keep any Books of Accounts that he may shew such and by what other Manner or Means he knoweth the said Account to be just -

And that the said Streenevasiah Bramminy may set forth and discover whether the Account Current Marked A. 5) the Balance whereof is made to Amount in favor of the said Swengadiah Bramminy against the Estate of the said Dawsanne Drake to the Sum of Twelve Thousand five Hundred and Seventy Two Pagodas is or is not a True Copy from the Original and whether the same was or was not drawn up after the death of the said Dawsanne Drake and whether the Sum of Twelve Thousand Seven Hundred and Seventy Two Pagodas debited in the said Account or same and what part thereof is or is not debited in the Account of the said Swengadiah Bramminy as having been paid unto the said Dawsanne Drake in his life time on Account of the said Annual Sum of Four Thousand Pagodas covenanted to be paid by the said Swengadiah Bramminy to the said Dawsanne Drake in performance of and in conformity to the said Articles of Agreement before set forth and whether the said Streenevasiah Bramminy saith or doth not know or hath or hath not heard by any manner and means and how, that the said Dawsanne Drake did in his life time give Receipts unto the said Swengadiah Bramminy for the said Sum of Twelve Thousand Seven Hundred and Seventy Two Pagodas or same and what Sum or Sums on Account of the said Annual Sum of Four Thousand Pagodas, covenanted by the said Articles of Agreement or otherwise to be paid him by the said Swengadiah Bramminy, and that he may produce the said Receipts And if he should say that he hath not any Receipts of that Nature or description that he may shew what is became thereof and on what other Account the said Sum of Twelve Thousand Seven Hundred and Seventy Two Pagodas was paid - And that the said Streenevasiah Bramminy may set forth and discover whether the Sum of One Thousand and Eight Hundred Pagodas at the debit side of the said Account as having been paid to Mr. John Sykes - was or was not so paid him the said John Sykes on Account of three years payment at the Rate of Six Hundred Pagodas Yearly in performance of and in conformity to the said Articles of Agreement or on what Account - and whether he hath or not heard that the said John Sykes did give Receipts unto the said Swengadiah Bramminy for the said One Thousand and Eight Hundred Pagodas on that Account - and that he may produce the same - and if he should Allege that he hath not any Receipts of that Nature or description that he may shew what is became thereof and on what other Account the said Sum of One Thousand and Eight Hundred Pagodas was paid unto the said John Sykes and for what Account Cause or Reason the said Sum of One Thousand Eight Hundred Pagodas was brought to the debit of the Estate of the said Dawsanne Drake and that the said Streenevasiah Bramminy may discover why and for what Cause and Reason the Sum of Twelve Thousand Pagodas credited in the aforesaid

Account to the Dawsanne Drake To Wit in the Account Current made up by the said Dawsanne Drake in his Life time and the said Sreengadiah Bramany, under the Date of the Thirty first day of August One Thousand seven hundred and Eighty an Account of Nine years Payment at the Rate of Four Thousand Pagodas p Annum, was or was not also credited in the said Account Current made up after the death of the said Dawsanne Drake To Wit in the Account Current Signed by Alexr Chitty and the said Nathaniel Barlow whereby the Estate of the said Dawsanne Drake is brought indebted unto the said Sreengadiah Bramany in the Sum of Fourteen Thousand five hundred and Seventy five Pagodas— And what the said Sreenivasaiah Bramany may discover whether he hath or not heard or been informed whether the said Sreengadiah Bramany did or did not some time in the Months of September One Thousand Seven hundred and Eighty five, make a Demand on the said Nathaniel Barlow as Administrator as aforesaid of a further Sum of One Lack Twenty Thousand two hundred and fifteen Pagodas - And what he may set forth on or in what Accounts did the same particularly arise and from what dealings and Transactions between the said Dawsanne Drake and the said Sreengadiah Bramany - and whether the said Sreengadiah Bramany did or did not also make up an Account as between him and the said Nathaniel Barlow as Administrator as aforesaid dated the fifth day of September One Thousand Seven hundred and Eighty five

aforesaid in manner as is set forth in the Copy of an Account Current Marked No 4 whereby the said Dawsanne Drakes Estate is made indebted unto the said Sreengadiah Bramany in the aforesaid Balance of Fourteen Thousand five hundred and Seventy five Pagodas - And whether the same is or is not the Balance of the aforesaid fictious Account No 3 herein before referred to, and also in the Account of deceased Dawsanne Drakes Bond of the fifth day of September One Thousand Seven hundred and Eighty for the Sum of One Thousand and five hundred Pagodas - and whether the Balance thereof was or was not made against the Estate of the said Dawsanne Drake to Amount to the Sum of Twenty five Thousand Seven hundred and fifteen Pagodas and Nine fanams or what other Sum and whether the Copy of the said Account annexed is or is not a true Copy from the Original and whether the Original thereof is or is not Signed by and in the hand Writing of the said Sreengadiah Bramany - and what the said Sreenivasaiah Bramany may set forth whether the said Account of One Lack Twenty Nine Thousand two hundred and fifteen Pagodas and the said Account of Twenty five Thousand Seven hundred and fifteen Pagodas and Nine fanams and same other and what Accounts produced by the said Sreengadiah Bramany were or were not fairly and truly and Correctly signed by and between the said Nathaniel Barlow and the said Sreengadiah Bramany to be laid before Arbitrators as before mentioned - and whether Arbitration Bonds were executed by the said parties the said Nathaniel Barlow

and

and the said Srinivasiah Brammy and on what Grounds were the said parties severally bound and what the said Arbitrators did or not proceed thereupon — and whether the Opinion given with their Award, Copy of which is hereunto annexed was or was not the Ground of an Award by them on the Day of the date thereof or some other time thereafter and to know given and that the said Srinivasiah Brammy may be ordered and shew whether the said Opinion and Consequent Award were not given and made upon the aforesaid fictitious Accounts produced by the said Srinivasiah Brammy or any other and what Accounts or Papers and to discover and set forth on his Conscience whether the aforesaid Referees of Arrangement between the said Dawsonne Drake and the said Srinivasiah Brammy of the aforesaid fifteen Day of February One Thousand Seven Hundred and Eighty Seven and Twelve months from the first Day of August following — and also the Account Current between the said Dawsonne Drake in his Life time and the said Srinivasiah Brammy mutually signed, under the date of the Thirty first Day of August One Thousand Seven Hundred and Eighty and the Balance on the first Day of the said Month only the Sum of Seven Hundred and Eighty Two Pagodas, and the Receipts severally mentioned to have been given by the said Dawsonne Drake for the Amount on which the Sums on the debit Side of the said Account Current were paid and also the Account Current under

upon between the said Estate of the said Dawsonne Drake and the said Srinivasiah Brammy to the Thirty first Day of May One Thousand Seven Hundred and Eighty One were all or any of them produced by the said Nathaniel Bardow before the said Arbitrators —

And that the said Srinivasiah Brammy may also set forth, whether he doth not know, and in his Conscience believe, that if the said several papers and Accounts whereto he hath been lately interrogated, had been produced before the said Arbitrators, that they would or could in Conscience have given the said Award or any Award in favor of the said Srinivasiah Brammy and also that he may set forth whether the said Srinivasiah Brammy did or did not in his Life time to wit on the Twenty Seventh day of February One Thousand Seven Hundred and Eighty Three, receive a dividend on the said Bond of the said Dawsonne Drake of the Sum of the day of September One Thousand Seven Hundred and Eighty, in Consequence of the aforesaid Account Current before referred to, and make up to the Thirty first day of May One Thousand Seven Hundred and Eighty One — And lastly, that the said Srinivasiah Brammy may make a full discovery of the matters whereunto he hath before been interrogated from the Books of Accounts and Memorandums kept by the said Srinivasiah Brammy

and the said Sreenevasiah Brammy and in what Manner were the said parties Sworn by and before the said Arbitrators did or not Sign their Depositions — and whether the Opinions given with their Award, Copy of which is hereunto annexed were not the Reasons of an Award by them on the Day of the date thereof or some other time Whereafter and in what given and that the said Sreenevasiah Brammy may be Ordered and Shew whether the said Opinions and Judgment Award were not given and made upon the aforesaid fictitious Accounts produced by the said Sreenyadiah Brammy or any other and what Account or papers and for the Reasons or Cause in his Conscience believe that the aforesaid Articles of Agreement between the said Dawsonne Drake and the said Sreenyadiah Brammy of the aforesaid fifteenth day of February One Thousand Seven Hundred and Seventy Seven and Eighteen on the first day of August following — and also the Account Current between the said Dawsonne Drake on his Life Time and the said Sreenyadiah Brammy Mutually Signed, under this date of the Twenty first day of August One Thousand Seven Hundred and Eighty and whether of the Balance due on the first day of the said Month only the Sum of Seven Hundred and Seventy Rees Pagodas, and the Receipts Annually mentioned to have been given by the said Dawsonne Drake for the Amount on which the Sums on the debit Side of the said Account Current were paid — and also the Account Current made

up between the said Estate of the said Dawsonne Drake and the said Sreenyadiah Brammy to the Twenty first day of May One Thousand Seven Hundred and Eighty One — were all or any of them produced by the said Nathaniel Bardow before the said Arbitrators —

And that the said Sreenevasiah Brammy may also set forth whether he doth not know and in his Conscience believe, that if the said several papers and Accounts whereto he hath been lastly interrogated had been produced before the said Arbitrators, that they would or could not Conscience have given the said Award or any Award in favor of the said Sreenyadiah Brammy, and also that he may set forth whether the said Sreenyadiah Brammy did or did not on his Oath on the Twenty Seventh day of February One Thousand Seven Hundred and Eighty Three, receive a dividend on the said Bond of the said Dawsonne Drake of the fifteenth day of September One Thousand Seven Hundred and Eighty, in Consequence of the aforesaid Account Current before referred to, and mention to the Twenty first day of May One Thousand Seven Hundred and Eighty One — And lastly that the said Sreenevasiah Brammy may make a full discovery of the matter whereunto he hath before been interrogated from the Books of Accounts and Vakannigs Kept by the said Sreenyadiah Brammy

on his Oath time, according as he shall owe the Shall of your Orator and of his absent Children and may that the said Sreenivasaiah Branmy did not keep nor render any true & just account and Reckoning of his Stewardship and receipts from the said Estate and Effects as aforesaid, but may Effect and be discovered, that he may shew and discover what Balances he is indebted of and Responsible for in the matter by his own Answer and discovery declared and Depositions, and that he may be decreed to come to a fair account and Reckoning with your Orator as Administrator as aforesaid and that this Honble Court will also Order and decree that the said Award be Cancelled and of no effect as having been illegally and fraudulently procured and obtained and that the said Sreenivasaiah Branmy may deliver up unto your Orator as Administrator as aforesaid the three before recited Bonds from the said Peter Davidson and the said Dawsonne Drake & that Branmy dated respectively the Twenty third and Twenty fifth day of August and Twenty Sixth day of October all in the year of Our Lord One Thousand seven hundred and Eighty for the respective penal Sums of Eight Thousand Eight hundred and Sixty five Pagodas Eighteen fanams and sixty eight Cash four Thousand and four hundred Pagodas and three Thousand and Seventy seven Pagodas and fourteen fanams Current Money of Madras and respectively Considered for the payment of the several sums of Four Thousand four hundred and Thirty seven Pagodas

Thirty fanams and Thirty Cash and of Two Thousand and Two hundred Pagodas and One Thousand four hundred and Thirty Eight Pagodas and Twenty Eight fanams and also the several Sums of Money Received thereupon by them the said Sreenivasaiah Branmy or the said Sreengadiah Branmy in his life time and also the aforesaid Bond from the said James Taylor and James Call and the said George Savage and Arcadius Mayendie dated unto the said Peter Davidson for the penal Sum of Thirty eight Thousand four hundred and Ninety One Pagodas and forty Cash Conditioned for the payment of the Sum of Nineteen Thousand and two hundred and forty four Pagodas Twenty six fanams and Twenty Cash and also the several Sums of Money Received thereupon by them the said Sreenivasaiah Branmy or the said Sreengadiah Branmy and that the said Sreenivasaiah Branmy may deliver up unto your Orator the assignment or assignments of the said several Bonds if any such he has and Order that the same may be Cancelled or otherwise shewn by what Legal Right or Title he holds and keeps possession thereof or of any of them, and that this Honble Court will decree your Orator such further and other Relief in the premises as to them may seem meet and also all Costs of this Suit.

Most humbly pleases this Honble Court to cause the said Sreenivasaiah Branmy and his Confederates when discovered to be Summoned and required by

in his Life time, According as the said Deed Poll shall appear
time from and after the said Writings and was dead the said
Swaminadiah Branmy did not keep and Continue in Possession and
Enjoyment of the said Lands Tenements and Premises from the said several times
appear and be discovered that he may shew and discover how
otherwise he is informed of and acquainted in the Premises to plead
and Answer and discovery declare and depose, and that he
may be decreed to come to a fair account and Reckoning with
your Orator as Administrator as aforesaid and that this Honble
Court will also Order and decree that the said Award be
Annulled and of no effect as Branmy been illegally and fraudulently
procured and obtained and that the said Sreenivasaiah Branmy
may deliver up unto your Orator as Administrator as aforesaid
the Bonds before Recited from the said Peter Davidson
and the said Dawsonne Drake & Pratt Branmy dated
Respectively the Twenty third and Twenty fifth day of
August and Twenty Sixth day of October all in the year of Our
Lord One Thousand Seven hundred and Eighty for the Respective
penal Sums of Eight Thousand Eight Hundred and Sixty five
Pagodas Eighteen fanams and Sixty eight Cash five Thousand
and four hundred Pagodas and three Thousand and Seventy seven
Pagodas and fourteen fanams Current Money of Madras and
Respectively Conditioned for the payment of the several Sums
of Four Thousand four hundred and Thirty seven Pagodas
Sixty fanams and Thirty Cash and of Two Thousand and Two hundred
Pagodas and One Thousand four hundred and Thirty Eight Pagodas
and Twenty Eight fanams and also the several Sums of Money
Received thereupon by him the said Sreenivasaiah Branmy or the
said Swamigadiah Branmy in his life time and also the aforesaid
Bond from the said James Taylor and James Cole and the said
George Savage and Andrew Majendie Assigned unto the said Peter
Davidson for the penal Sum of Thirty eight Thousand four
hundred and Ninety One Pagodas and forty Cash Conditioned for
the payment of the Sum of Nineteen Thousand Two hundred and
Twenty five Pagodas Twenty Six fanams and Twenty Cash and also
the several Sums of Money Received thereupon by him the said
Sreenivasaiah Branmy or the said Swamigadiah Branmy
and that the said Sreenivasaiah Branmy may deliver up unto
your Orator the Assignment or Assignments of the said several
Bonds if any such he has or Order that the same may be
Cancelled or otherwise shew by what Legal Right or Title he
holds and keeps Possession thereof or of any of them, and that
this Honble Court will decree your Orator such further and other
Relief in the premisses as to them may seem meet and also
all Costs of this Suit.

May it please this Honble
Court to Cause the said Sreenivasaiah Branmy and his
Confederates when discovered to be summoned and required by

Dr. Dawsonne Drake Esqr. in Account Current with Treasurer Cr.

1778 Feb. 2.	To Cash paid you as p your Receipt being the first money for 9 Months from 1st August 1777 to 30th of April 1778 agreable to Agreement made for Beetle and Tobacco Farm	3000	" "	By your Yearly Allowance Agreeable to Agreement made from 1st Augt 1777 to 31 July 1778 being 1 Year	4000 —
May 15.	To Cash paid you as p your Receipt being the full money for 3 months from 1st May to 31st July 1778 Agreable to Agreement for Beetle and Tobacco Farm	1000	" "	By Do from 1 August 1778 to 31st July 1779 being 2 Year	4000 —
Aug. 11.	To Cash paid you as p your Receipt being the part of your Yearly Allowance for this Year	3562	" "	By Do from 1st August 1779 to 31st July 1780 being 3 year	4000 —
Sept. 11.	To Cash paid you as p your Receipt being the part of your Yearly Allowance	1500	" "		12000 —
5.	To your Bond to Mongpunah Cachiwah Dated this Day Page 3500 — And the Interest at 12 p Ct from 5th March to 5th Sept 1780 is 210 —	3710	" "	By Ballance due from you to the 1. August 1780 being Seven Hundred and Seventy Two	772 —
	Errors Excepted W. H. Dawsonne	12772	" "	Port St George 31st August 1780 E. E. Esqr Treasurer Cravening	12772 " "
	Pagoy Comptt			Pagoy	

N.° 3.

D.r ..... Dawsonne Drake Esq.r Deceased ..... C.r

1780				1780			
March	5.	To Cash paid your Dubash Alvar Chitty	3000 " "	March	5.	By Ballance due this day	14572 " "
	15.	To Cash paid Do	1000 " "				
May	11.	To Do Do	3562 " "				
	11.	To Do Do	1500 " "				
	5.	To your Bond paid to Moosperal Cathemiah Dated this Day	3500 —				
		To Interest on Do at 12 p.r Cent from 5.th March to 5.th Sept.r 1780 is	210 " —				
			3710 " "				
			12772 " "				
		To Cash paid at Sundry times to your own Duty					
		Mr.s John Sykes agreeable to your Order	1800 " "				
		Pagodas	14572 " "			Pagodas	14572 " "

I Alvar Chitty Cash and Book Keeper of the late Dawsonne Drake Deceased Certify and Acknowledge that I have Received the above Sums of Fourteen Thousand Seven Hundred and Seventy Two Pagodas from Sreenugadiah Bramany on account of Mr.r Dawsonne Drake as may be Seen by his Books — A. Alvar Chitty Cash and Book Keeper —

I Nathaniel Barlow Administrator to the Estate of the late Dawsonne Drake Esq.r deceased find on examining the Books that the above Certificate is true —

Nath.l Barlow
Admr

True Copy
H.J. DuBuy
Att.y to Compl.t

N.º 4

Nathaniel Barlow Esqr. Admr. of Dawsonne Drake Esqr Deceasd to Swangadah Bramny. Dr.

1780 Septr. 5th To the Amount of the Amount Current of his own hand Writing due Amounting to Pags. 14572.--

1780 Septr. 5th To the Amount of Mrs. Dawsonne Drakes Band with 12 p Cent Interest. Esqr. 1500.--

Pags. 16072.--

Interest on the above Sum from 5th Septr. 1780 to 8th Septr 1785 being full for 5 years at 12 p Cent Comp. Pags. 9643¼

Pags. 25715.9.-

of which a Band for 7500 Dated 29th Day of January 1784-

True Copy

Hy Dirom
Actg Compt.

Filed the 22d June.

The Plea of Swenvasiah Bramny Administrator of Swangadah Bramny deceasd Defendant to the Bill of Complaint of Nathaniel Edward Kindersley Administrator of the Estate and Effects of Dawsonne Drake Deceased undadministered by Nathaniel Barlow Deceased.--

This Defendant 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 declared and Set forth for Plea thereunto saith that himself and the said Complainant exhibited in this Honble Court to wit on the Second day of February which was in the Year of Christ One Thousand Seven hundred and Eighty Eight, this Defendants Intestate, Swangadah Bramny Deceased did exhibit and file a Bill of Complaint against the now Complainant, and in which has been since Received by this Defendant to which Bill the now Complainant did file his Answer, and thereon on the Twenty fourth day of December in the Year of Christ One Thousand Seven hundred and Eighty Eight did Exhibit and file his Cross Bill of Complaint in this Honble Court against this Defendants said Intestate in the said Cross Bill Named for the same matters and to the same effect and

for

for the Pltfs Relief and forever as against the Defendant as the same Complainant hath by his present Bill of Complaint to which said Joynt Bill this Defendant did put in his Answer and the Matters Cause Complainant thereunto replied and the said former Joynt Bill is still depending in this Honble Court and the said Cause is yet undetermined and therefore this Defendant hath plead this same in Bar to the said Complainants present Bill and humbly prays the Judgment of this Honble Court whether he shall be compelled to make any further or other Answer thereunto and prays to be hence dismissed with his Costs and Charges in his behalf most wrongfully sustained.

J. Stuart Hall

Attorney for Defendant

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

Present

Wm James Call Senior Alderman

Andrew Ross - Henry Chichley Michell

and

Henry Readhead - Aldermen

Nathaniel Edward Hinderley administrator of the Estate and Effects of Dawsonne Drake Deceased Unadministered by Nathaniel Barlow Deceased

vers

Shreenivasiah Bramin administrator of Shreenivasiah Bramin Deceased

Bill with Copies of Four Exhibits N.1.2.3&4 annexed Read -

Plea Read -

The Defendants Plea to the Complainants Bill of Complaint coming on to be Argued and Determined this Day in the presence of the Attorneys on both sides and the Court having had due consideration thereon are of Opinion that the Defendants Plea is insufficient This Court doth therefore think fit to Order and do the accordingly Order that the Defendants Plea be overruled with Costs and that the Defendant be put to put in his Answer -

A true Extract

Filed the 28th August 1790

To the Worshipful the Mayor
Court at Madras aforesaid

Humbly Complaining Sheweth unto this Worshipful Court your Orator Meer Mahommed Alley of Madras Inhabitant that James West of the same place Gentleman having occasion to borrow the Sum of Eighty Nine Star Pagodas Thirty Eight Fanams and fifty three Cash applied to your Orator to lend and advance him the same which he accordingly did to Secure the Repayment whereof the said James West did enter into One Bond or Writing Obligatory bearing date the eighteenth day of May which was in the year of Our Lord One Thousand Seven Hundred and Ninety by which Bond he the said James West did acknowledge himself to be found and did bind himself his Heirs Executors and Administrators unto the said Meer Mahomedally in the Penal Sum of One Hundred and Seventy Nine Pagodas Thirty Two Fanams and Twenty Six Cash with Condition Therein under written to be void upon payment of the Sum of Eighty Eight Fanams and fifty Three Cash unto the said Meer Mahomedally his Heirs Executors and Administrators whom the same should be demanded together with Interest for the same at the rate of Twelve per Cent per Annum as by the said Bond or Writing Obligatory under the hand and Seal of the said James West bearing date as aforesaid and now

to be produced to this Worshipful Court Relation being thereunto had it doth and may more at large appear and your Orator doth for the further information of this Worshipful Court herein annexed to this his Bill of Complaint a true and faithful Copy of the said Bond or Writing Obligatory which he prays may be taken as part thereof and to which he humbly craves leave to refer your Orator further Sheweth unto this Worshipful Court that the said Sum of Eighty Nine Pagodas Thirty Eight Fanams and fifty three Cash Amounting in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Thirty five Pounds and eighteen Shillings or Thereabouts together with the Interest Thereof is still due and owing to your Orator by the said James West and your Orator hath frequently in a friendly manner applied to the said James West to pay off and discharge the said Sum of Eighty Nine Pagodas Thirty eight Fanams and fifty three Cash and the Interest Thereof But Now so it is May it Please this Worshipful Court that the said James West to injure and distress your Orator in this behalf hath not yet paid your Orator the said Sum of Eighty Nine Pagodas Thirty Eight Fanams and fifty three Cash or any part Thereof or the Interest Thereof or any part Thereof but hath hitherto altogether refused and still doth Refuse to Pay him the same or to make your Orator any manner of Satisfaction in

The Premises To the End thereof that the said James West may assign his Corporal Oath to such Interrogatories as shall be exhibited against him for the further Discovery of the Premises and that your Orator may be further relieved in the Premises according to Equity and good Conscience and as the Nature of his Case may require.

May it please this Honble Court to Cause the said James West to be Summoned and Required by the Sheriff of Fort St George Town of Madras Peatwaun 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 Appointed and Assigned 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

Fort St George to wit.
This Bill was Sworn to in the days of

John White Attg for Complainant

Know all Men by these presents that I James West of Madras Gentleman am held and firmly bound unto Meer Mahommed Ally of Madras Inhabitant in the Just and true Sum of One Hundred and Seventy Nine Pagodas Thirty Two Fanams and Twenty Six Cash to the Payment whereof well and truly to be made to the said Meer Mahommed Ally his Heirs executors Administrators or Assigns I do hereby bind myself my Heirs executors and Administrators firmly by these Presents Sealed with my Seal Dated this Day of in the year One Thousand Seven Hundred and Ninety.

Whereas the above bound James West hath borrowed and Received of the above named Meer Mahommed Ally the full and just Sum of Eighty Nine Pagodas Thirty Eight Fanams and fifty three Cash to Turn at Interest at the Rate of Twelve ₹12/ per Cent per Annum payable in 3 Months from this day.

Now the Condition of this Obligation is such that if the above bound James West his Heirs executors or Assigns shall well and truly Pay or Cause to be paid unto the said Meer Mahommed Ally his Heirs Executors administrators or Assigns the full and just Sum of Eighty Nine Pagodas Thirty eight Fanams and fifty three Cash together with such Interest as shall or may become due thereupon then this Obligation to be void and of no effect otherwise to continue in full force and Virtue.

James West (L.S.)

Signed Sealed and delivered where no Stamped Paper is to be had in the Place

John White Attg for Complt

Recd the 5th Octr 1790

In the Worble the Mayors Court at Madraspatnam

Between Paul Engelbert Van Walsen by his Attorney Thomas De Lange Complainant and Bapjee Sirrayah Defendant &c &c &c

The Humble Petition of the above Named Bapjee Sirrayah

Sheweth

That your Petitioner did on the Twenty Eighth Day of September last file a Petition in this Worble Court praying that this Worble Court would be pleased to Order the said Thomas De Lange as the Attorney of the said Paul Engelbert Van Walsen to Pay to the above Named your Petitioner what Money your Petitioner Should be Intitled to that this Worble Court were pleased to Over Rule the Prayer of the said Petition by an Absolute Determination your Petitioner considers himself Highly Injured and Agrieved your Petitioner therefore Prays that this Worble Court will be pleased to Permit your Petitioner to Appeal to the Worble the Court of Appeals and that this Worble Court will be further pleased to Order the Register to send up the Proceedings in this Cause to the said Court of Appeals to Attend the Hearing of the said Petition

Popham
Atty for Petitioner

Mayors Court at Madraspatnam

Tuesday the 5th Day of Octr Anno Domini 1790

Present

The Hon James Call Senior Alderman
Andrew Ross John Stafford
and
James Amos Aldermen

Between Mr Mahomed Ally of Madras Inhabitant Complainant & James West of the same place Inhabitant Defendt

It Appearing by the Records of this Court that the usual Order have been for the Defendant to Answer the Complainants Bill which he has Neglected during this Court doth therefore Think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Shall pay unto the Complainant the full and just Sum of Eighty Nine Silver Pagodas Thirty Eight fanams and Sixty Nine Cash (Star Pagodas 89. 38. 53.) & pay thereunto the said accrued Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

J Cave

Extracts from the Minutes of a Court held at the Town Hall on Tuesday the 5th Day of October Anno Domini 1790

Present

Mr. James Call Senior Alderman
Andrew Ross — John Mitford
James Amos — and Aldermen

Paul Engelbert Van Nahuys Esqr Mayor Thomas Dudley
vers
Batjee Singapah
& Contra

Petition of Batjee Singapah praying leave to Appeal from the Order of Court of the 26th Ultimo Read and filed this day The Court having taken the same into Consideration it is Ordered that the Petition be Answered with Costs.

Attest Extract

Fort St. George the 28th Septr 1790

To the Honble the Mayor Court of Madraspatnam

Between Charles Lloyd and David young of Madras Inhabitants Complainants and Stephen Popham and Stephens Sawns Defendants

The Humble Petition of Stephen Sawns one of the Defendants above Named

Sheweth

That Edward Popham who is now resident at Bombay in the East Indies is a most material Witness on behalf of your Petitioner in this Cause and without whose evidence he cannot with Safety proceed to a hearing thereof —

That your Petitioner will be deprived of the benefit of the Testimony of the said Edward Popham unless this Honble Court will be pleased to grant your Petitioner a Commission for the Examination of the said Edward Popham —

That your Petition does not mean or intend to give the Complainants any unnecessary delay in proceeding to the hearing of this Cause. —

May it therefore please this Honble Court to grant unto your Petitioner a Commission for the Examination of the said Edward Popham in this Cause directed to Thine Said Hall of Bombay Esquire and to Alexander Adamson and Thomas Ruckley of the same place Merchants or to any two of them. And your Petitioner will Pray

Filed the 28th Septr 1790

In the Worible the Mayors Court at Madras Fortwm

Between Charles Loyd and
David Young of Madras Inhabitants
Complainants and Stephen Popham
and Stephen Sevens Defendants —

Stephen Sevens of Madras Fortwm One of the
Defendants above Named Maketh Oath and Saith that
Edward Popham who now resides at Bombay in the
East Indies is a most Material Witness on this Defts.
behalf in this Cause and without whose evidence this
Deponent cannot safely proceed to a hearing Nor can
this Deponent Saith he will be deprived of the benefit
of the Testimony of the said Edward Popham unless this
Worible Court will be pleased to grant this Deponent a
Commission for the examination of the said Edward Popm.
and this Deponent Saith he does not mean or intend to
give the Complainants any unnecessary delay in proceeding
to the Hearing of this Cause. —

Sworn before me this 27th Day
of September 1790

Wm Webb
Mayr

S. Sevens

John White Attorney for
Defdt Stephen Sevens

Extract from the Minutes of a Court Held at the
Town Hall on Tuesday the 5th Day of October
Anno Domini 1790

Present

Mr James Call Senior Aldermen
Andrew Ross — John Mitford
and
James Amos — Aldermen

Charles Loyd and David Young
versus
Stephen Popham and Stephen Sevens

The Attorney for the Complainants Objects to the prayer
of the Petition of the Defendant Stephen Sevens which was
filed last Court day being granted because the Affidavit on
which the Petition is grounded does not set forth the Materials
Points to which the Witness is to be examined Be further
Objects because the present Application is brought forward
for the purpose of Procrastinating the issue of the Suit as
also because the other Defendant has not Joined therein —
Minute made in this Cause last Court day Read — The
Court having taken the same into consideration it is Ordered
that the objections be over Ruled and that a Commission
do issue as prayed for by the Opposite Attorney Returnable in
Three Months. —

Petition of Stephen Sevens with an Affidavit in Support
thereof Sworn to before Mr Alderman Call the 4th Instant
Read and filed this day praying that a Commission may issue
to Bengal directed to Gilbert Hall John Stapleton and

Thomas

Filed the 28th Septr 1790

In the Worible the Mayors Court at Madras Fortwm

Between Charles Loyd and
David Young of Madras Inhabitants
Complainants and Stephen Popham
and Stephen Sevens Defendants —

Stephen Sevens of Madras Fortwm One of the
Defendants above Named Maketh Oath and Saith that
Edward Popham who now resides at Bombay in the
East Indies is a most Material Witness on this Defts.
behalf in this Cause and without whose evidence this
Deponent cannot safely proceed to a hearing Nor can
this Deponent Saith he will be deprived of the benefit
of the Testimony of the said Edward Popham unless this
Worible Court will be pleased to grant this Deponent a
Commission for the examination of the said Edward Popm.
and this Deponent Saith he does not mean or intend to
give the Complainants any unnecessary delay in proceeding
to the Hearing of this Cause. —

Sworn before me this 27th Day
of September 1790

Wm Webb
Mayr

S. Sevens

John White Attorney for
Defdt Stephen Sevens

Extract from the Minutes of a Court Held at the
Town Hall on Tuesday the 5th Day of October
Anno Domini 1790

Present

Mr James Call Senior Aldermen
Andrew Ross — John Mitford
and
James Amos — Aldermen

Charles Loyd and David Young
versus
Stephen Popham and Stephen Sevens

The Attorney for the Complainants Objects to the prayer
of the Petition of the Defendant Stephen Sevens which was
filed last Court day being granted because the Affidavit on
which the Petition is grounded does not set forth the Materials
Points to which the Witness is to be examined Be further
Objects because the present Application is brought forward
for the purpose of Procrastinating the issue of the Suit as
also because the other Defendant has not Joined therein —
Minute made in this Cause last Court day Read — The
Court having taken the same into consideration it is Ordered
that the objections be over Ruled and that a Commission
do issue as prayed for by the Opposite Attorney Returnable in
Three Months. —

Petition of Stephen Sevens with an Affidavit in Support
thereof Sworn to before Mr Alderman Call the 4th Instant
Read and filed this day praying that a Commission may issue
to Bengal directed to Gilbert Hall John Stapleton and

Thomas

Thomas Templetan in any Two of them to Examine Bryan Satchell a Material Witness in this Cause. The Attorney for the Complainants prays that Mr. Packard Pleases may be Named as One of the Commissioners in the Commission — Ordered that a Commission do issue Accordingly Returnable in Three Months —

A true Extract

Filed the 5th Octr 1790

To the Worshipful the Mayors Court of Madras Patnam

Between Charles Lloyd and David Young of Madras Inhabitant Complainants Stephen Popham and Stephen Towns Defendants

The Humble Petition of Stephen Towns One of the Defendants above Named

Sheweth

That Bryan Satchell who is now resident at Calcutta in Bengal is a most Material Witness on behalf of your Petitioner in this Cause and without whose evidence he cannot with Safety proceed to a hearing thereof —

That your Petitioner will be deprived of the benefit of the Testimony of the said Bryan Satchell unless this Worshipful Court will be pleased to grant your Petitioner a Commission for the Examination of the said Bryan Satchell —

That your Petitioner does not mean or intend to give the Complainants any unnecessary delay in proceeding to the hearing of this Cause —

May it therefore please this Worshipful Court to grant unto your Petitioner a Commission for the Examination of the said Bryan Satchell in this Cause directed to Gilbert Ball John Templetan and Thomas Templetan of Calcutta in Bengal Gentlemen or to any two of them

And your Petitioner will pray

John White Attorney for the Defendant Stephen Towns

Filed the 5th Octr 1790

In the Worshipful the Mayors Court at Madras Patnam

Between Charles Lloyd and David Young of Madras Inhabitants Complainants Stephen Popham and Stephen Towns Defendants —

Stephen Towns of Madras Patnam One of the Defendants above Named Maketh Oath and Saith That Mr Bryan Satchell who now Resides at Calcutta in Bengal is a most material Witness on this Defendants

behalf in this Cause and without which evidence that Defendant cannot safely proceed to a hearing & that and that Defendant saith he will be deprived of the benefit of the Testimony of the said Bryan Satchell unless this Honble Court will be pleased to grant this Defendant a Commission for the examination of the said Bryan Satchell and this Defendant saith he does not mean or intend to give the Complainants any unnecessary delay in proceeding to the hearing of this Cause

J. Stevens

Sworn before me this
4th day of October 1790

Jas. Call
Senr Alderman

John White Attorney
for the Defendant Stephen
Fowns.

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 5th Day of October Anno Domini 1790

Present

Mr. James Call Senior Aldermen
Andrew Ross — John Mifford
and
James Amos — Aldermen!
Charles Loyd and David Young
Esqrs
Stephen Fosham and Stephen Fowns

The Attorney for the Complainants objects to the prayer of the Petition of the Defendant Stephen Fowns which was filed last Court day being granted because the Affidavit on which the Petition is grounded does not set forth the Material Points to which the Witness is to be Examined the further Objects because the present Application is brought forward for the purpose of Procrastinating the issue of the suit as also because the other Defendant has not joined therein - Minute made in this Cause last Court day Read - The Court having taken the same into Consideration it is Ordered that the Objections be over Ruled and that a Commission do issue as prayed for by the opposite Attorney Returnable in three Months. —

Petition of Stephen Fowns with an Affidavit in Support thereof Sworn to before Mr Alderman Call the 4th Instant Read and filed this day praying that a Commission may issue to Bengal directed to Gilbert Ball John Stapleton and Thomas Templeton or any Two of them to Examine Bryan Satchell a Material Witness in this Cause - The Attorney for the Complainants prays that Mr Richard Brown may be Named as one of the Commissioners in the Commission - Ordered that a Commission do issue Accordingly Returnable in three Months

A true Extract

Filed the 5th October 1790

In the Supreme Court of Chancery Jamaica

Between Nathaniel Edward Kindersley Administrator of Dawsonne Drake Deceased Administered to the Estate and Effects of Rawsonne Drake Deceased (Complainant) and Stroomwarsayah Administrator of Swamygadiah Canning Deceased Defendant

The Humble Petition of Stroomwarsayah the above Named Defendant

Sheweth

That the above Named Complainant Exhibited his Bill of Complaint against your Petitioner for the Delivery of certain Books and other Writings in which and this Original and Last Suit was Filed and is now depending To which Bill of Complaint your Petitioner filed a Plea and did therein plead the said former Suit and the same coming on to be argued on the Twenty Eight Ultimo this Honble Court were pleased to Order that the Plea should be dismissed and that your Petitioner put in his Answer to the said Bill.

That your Petitioner conceiving

humbly prays that he may be permitted to appeal therefrom to the Honble Court of Appeals and your Petitioner as in duty bound shall ever pray

J Stuart Hall
Atty for Petr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 5th Day of Octr Anno Domini 1790

Present

Mr James Call Senior Alderman
Andrew Ross — John Metford
and
James Amos — Aldermen

Nathaniel Edward Kindersley Administrator of Dawsonne Drake Deceased Unadministered by Nathaniel Barlow Deceased
vers
Stroomwarsayah Administrator of Swamygadiah Canning Deceased

Petition of the Defendant praying leave to Appeal from the Order of Court of the 28th Ultimo Read and filed this Day — Ordered that the Petition be Dismissed with Costs — Petition of the Defendant praying for a Rehearing of the Order of Court of the 28th Ultimo Read and filed this day The Court having taken

The same into Court Admitted & Ordered that a Subpoena do Issue as Prayed

Filed the 21st August 1790

To the Worshipful the Mayor Court &c. Madras sitting in Summ

Humbly Complaining Sheweth unto this Worshipful Court your Orator Pardon Cook late of Fort Saint George but now Attorney Thomas Bell of Madras Inhabitant duly appointed under a Letter of Attorney Copy whereof is hereunto Annexed and the Original ready to be produced if Required that Hugh Boyd also of the same place Inhabitant stands justly and truly indebted unto your Orator in the Sum of Nine Hundred and fifty Nine Star Pagodas Account Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Nine Hundred and Eighty Nine Pounds and Twelve Shillings or thereabouts Arising and Accruing for Spare purchased by the said Hugh Boyd from your Orator and delivered to him the said Hugh Boyd and

Copy of the Servants Name of Hereunto Annexed for this Worshipful Court, and which your Orator Humbly prays may be taken as part of this Bill of Complaint the Original being ready to be produced if Required Relation being thereunto had will more fully and at Large Appear And your Orator Sheweth That he has frequently and in an Amicable Manner Requested Payment from the said Hugh Boyd of the said Sum of Nine Hundred and fifty Nine Star Pagodas

But now so it is May it please this Worshipful Court the said Hugh Boyd Obstinately and Designedly Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises your Orator therefore prays a General Relief as to this Worshipful Court Appear Agreeable to Equity and good Conscience To the End therefore that the said Hugh Boyd 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 Severally Repeated and particularly Interrogated That he may be Decreed to pay unto your Orator the aforesaid Sum of Nine Hundred and fifty Nine Star Pagodas with all such Interest as now is or Shall hereafter become due thereon also all Costs of this Suit

May it please this Worshipful Court to Cause the said Hugh Boyd to be Summoned and

The same into Court Admitted & Ordered that a Subpoena do Issue returnable Instanter to Compel Thomas Jordan and the Agents Conformable to the Directions laid down in the Book of Instructions.

Attn Boyd

Filed the 21st August 1790

To the Worshipful the Mayor Court of Requests for Fort St George

Humbly Complaining Sheweth unto this Worshipful Court your Orator Pardon Cook late of Fort Saint George by his Attorney Thomas Bell of Madras Inhabitant duly appointed under a Letter of Attorney a Copy whereof is hereunto Annexed and the Original ready to be produced if Required That Hugh Boyd also of the same place Inhabitant stands justly and truly indebted unto your Orator in the Sum of Nine Hundred and fifty Nine Star Pagodas Account Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Nine Hundred and Eighty Nine Pounds and Twelve Shillings or thereabouts Arising and Accruing of Spare purchased by the said Hugh Boyd from your Orator and delivered to him the said Hugh Boyd and

Copy of the Summons Mayor's Servants returned for the Defendant Hugh Boyd and entered upon Oath Plaintiff Pardon Cook Complainant Bell of Complaint the Original being Ready to be produced if Required Relation being thereunto had made manifestly and at large Appear - And your Orator Sheweth That the has frequently and in an Amicable Manner Requested Payment from the said Hugh Boyd of the said Sum of Nine Hundred and fifty Nine Star Pagodas

But now so it is May it please this Worshipful Court the said Hugh Boyd Obstinately and Wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises your Orator therefore prays a General Relief as to this Worshipful Court Appear Agreeable to Equity and good Conscience To the End therefore that the said Hugh Boyd 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 Severally Repeated and particularly Interrogated That he may be Decreed to pay unto your Orator the aforesaid Sum of Nine Hundred and fifty Nine Star Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Worshipful Court to Cause the said Hugh Boyd to be Summoned and

Brethren Gentlemen and Companions of the Worshipful Society of Freemasons to be held & opened upon the Island of Tortola Road Harbour in Due Form and Solemn Manner by the Right Worshipful Grand Master Deputy Grand Master and Officers of the Grand Lodge of England & Ireland & Scotland & Grand Lodge of Antient Masons & Grand Lodge of Modern Masons as the Right Worshipful Grand Master shall Direct

Port Saint George
August 24th 1795

I the Right Worshipful Grand Master in the Chair of Enlightenment & a Summons issued and Returnable next Grand Day

Vin. Carbet GM

Know all Men by these Presents that I Thomas Cole at present of Port Saint George and Commander of the Ship Encourage have made, Ordained, Nominated, and Constituted and by these Presents do make, Constitute and Appoint and by these Presents do make, Constitute Ordain Nominate Constitute and Appoint Thomas Bell Esqr all of the same place to be my true and lawful Attorney for me and in my Name, and to and for my Use for the and behalf to demand sue for Recover and Receive by all lawfull ways and means whatsoever of and from all and every Person and Persons whomsoever, and Sums of Money, Debts, Dues, Goods, Effects and all other things whatsoever which now are or shall be owing accruing payable or belonging to me the said Pardon Book or upon or by Virtue of any Bills Bond Book or upon Account of lending or dealing or upon any Account ways or means in any wise howsoever, and if need be to call to Account and Reckoning all and every Person or Persons concerned in the Premises and upon Receipt and Recovery of the same Sums or Sum of Money Debts Dues Goods Effects or other things or any part thereof Sufficient Acquittances and Discharges for the same in my Name from time to time to make and give Giving and by these presents granting unto my said Attorney full Power and Authority in and touching the Premises to sue prosecute, Arrest, Attach, Seize, Sequester implead, imprison, Condemn and prosecute, and thence and thereof to Acquite discharge, and out of prison to Release, also for me to Appear and my Person to Represent in all or any Court or Courts or other places as Demandant or Defendant in any Suit, Action or Appeal for or by Reason of the Premises, likewise one or more Attorney 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

Mayors Court at Madras

Tuesday the 12th Day of Octr. Anno Domini 1790

Present

James Call Esquire Mayor

Josias Dupre Porcher & Andrew Ross

Aldermen

Between Pardon Cook late of Fort Saint George by his Attorney Thomas Bell of Madras Inhabitant Complainant and Hough Boyce of the same place Inhabitant Defendt.

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 forthwith pay unto the Complainant the full and just Sum of Nine Hundred and Fifty Nine Star Pagodas / Star Pagodas 959.. .. / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

By Cur

Invoice of Spars Sold the Ship Jemmie

Masts			
1 of 24 Inches	(a) 50.		
1 of 20½ do	47.	50.	.. ..
1 of 20 do	45.	47.	.. ..
1 of 18 do	35.	45.	.. ..
Bowsprits		35.	.. ..
1 of 21 Inches	40.	40.	.. ..
1 of 20 do	35.	35.	.. ..
Yards		80.	.. ..
2 of 17 Inches	40.	100.	.. ..
4 of 16 do	25.	88.	.. ..
4 of 15 do	22.	18.	.. ..
1 of 13 do	18.	60.	.. ..
4 of 12 do	15.	26.	.. ..
2 of 10 do	13.	60.	.. ..
Yards		45.	.. ..
1 of 18 Inches	60.	40.	.. ..
1 of 17 do	45.	33.	.. ..
1 of 16 do	40.	20.	.. ..
1 of 15 do	33.	19.	.. ..
2 of 14 do	20.	18.	.. ..
1 of 13½ do	19.	10.	.. ..
1 of 13 do	18.	20.	.. ..
2 of 10 do	10.	127.	22. ..
235 Small Spars	12½ Pagodas	1026.	22. ..

Pagodas 1026. 22. ..

deduct for what has been charged an overcharge on the small Spars 67. 22. ..

Star Pagodas 959. .. ..

Pardon Cook

Thos Bell Attorney for Compt.

Sworn to before me
In Fort St. George this
13th day of Augt. 1790

W. C. Michell
Alderman

(a) Compt.

Signed Sealed and delivered before me Stamps Exhibited to be had in the Presence of

(Signed) G. Chalmer

(Signed) Neale Strachanzie

Thos Bell

(Signed) Pardon Cook (his Mark)

True Copy

G. Chalmer

Atty for Compt.

Mds 12th Octr 1790

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 5th day of October Anno Domini 1790

Present

The Hon. James Call Senior Alderman
Thomas Boss Esqr Alderman
James Innes and Aldermen.

Polly Ramanjeloo Administratrix of Chinnaney Polly Iscaro Deceased
Chinniquey Polly Rogava Chitty

The Attorney for the Complainant prays leave to declare Ore tenus his Client not having furnished him with Instructions - Ordered Accordingly unless Cause be shewn to the Contrary by Next Court day and it is further Ordered that the Attorney do forthwith serve his Client with a Copy of this Minute of the which Service Affidavit is to be Made. —

Attest Extract

G. Taylor
Regr

In the Honble the Mayors Court at Madraspatnam.

Between Polly Ramanjeloo Chitty Administratrix of Chinnaney Polly Iscaro Deceased late Chinniquey Polly Rogava Chitty. —

The Affidavit of Thomas Ives One of the Sergeants of this Honble Court. —

This Deponent Maketh Oath and Saith that he personally Served the above Named Complainant with the Rule of this Honble Court on the Eighth day of this present Month of October by delivering to them the said Complainant a Copy thereof at the same time Shewing them the Original. —

Thomas Ives

Sworn to in Court
this 12th Octr 1790

G. Taylor
Regr

Filed the 16th Octr 1790

To the Worlds Hble Mayor
Court at Madrasspatnam

Humbly Complaining Sheweth unto this Worlds Court your Orator Robert Clerk of Fort Saint George Esquire that Canacavally Moodoochittamah also of the same place Inhabitant Stands indebted unto your Orator in the full and just Sum of One Hundred and Thirteen Star Pagodas Thirty eight fanams and Ten Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty five Pounds Eleven Shillings and Two Pence or Thereabouts as will More fully and at large Appear by the Copy of a Summary Note of Hand thereunto Annexed for the Inspection of this Worlds Court and which is prayed by your Orator to be taken as part of this his Bill of Complaint the Original whereof is in your Orators Possession and Ready to be produced to this Worlds Court when Required And your Orator further Sheweth unto this Worlds Court that he hath frequently and in a friendly manner Requested the payment of the said Sum of One Hundred and Thirteen Pagodas Thirty eight fanams and Ten Cash.——

But now so it is and may it please this Worlds Court the said Canacavally Moodoochittamah Obstinately and Wilfully Refuses to Pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator prays a general Relief such as to this Worlds Court shall appear Agreeable to Equity and good Conscience To the End Therefore that the said Canacavally Moodoochittamah

Entered from the Records of the Court held at the Choultry Madrasspatnam Tuesday the 26th Day of October Anno Domini 1790

Present

James Cattle Esquire Mayor
Messrs Battin Brohier & Andrew Bell
Aldermen

Petty Ramanjeelloo Chetty Administrator of Lakimma gapatty Amma Deceased
vers
Chinnaya Jeelly Rayaroo Chetty

Affidavit of Thomas Lowe of the County of Salem of the Attorney for the Complainant for leave to declare Acting Sworn to in Court Read and filed this day Ordered that leave be granted to the said Thomas Hamilton to declare Acting The Attorney for the Defendant prays that the Complainant may file Real Court Appeal Cost the Attorney to Pay in the Cause of Action Hamilton Ordered Accordingly.—

Thos Lowe Clerk

Pagodas 113.. 38.. 10..

I promise to pay to Mr.o Robert Clerk the Sum of One Hundred and Thirteen Pagodas Thirty eight Fanams and Ten Cash which Sum I will pay you in One Month with Interest at 12 p.r Cent p.r Annum on Account of Battery Bills —

Fort St George
19.th August 1790

Alexr Cobb
Boscawen

Mayors. Court at
Madrass patnam

Tuesday the 19.th Day of Octr
Anno Domini 1790

Present

James Cobb Esquire Mayor
Andrew Ross and Henry Chichley Michell
Aldermen

Between Robert Clerk of Fort
Saint George Esquire Complainant and
Canacavally Moodoakistnamah also of
the same place Inhabitant Defendant —

The Defendant being in Court and
Acknowledging the Justness of the Complainants demand

Mayors Court at
Madrass patnam

Monday the 18.th Day of Octr
Anno Domini 1790

Present

James Cobb Esquire Mayor
Andrew Ross and Henry Chichley Michell
Aldermen

Between Robert Clerk of Fort
Saint George Esquire Complainant and
Canacavally Moodoakistnamah also of
the same place Inhabitant Defendant —

Upon reading the Complainants Petition
and Bill of Complaint exhibited in this
Court against the Defendant praying
Process of Attachment may issue against
the Defendant to compel him to appear
to Answer the Premises and abide by
such Order and Decree therein as to this
Court shall seem meet —

It is Ordered that Process of Attachment
issue against the Defendant returnable
the 19.th Instant —

Boscawen
Attyy for Compt.

16.th Octr 1790

This Petition was shewn to me
between the days of Adjournment
Let an Attachment issue returnable
Next Court day

Jas Cobb
Mayor

This Court do Order and Decree that the Defendant do pay unto the Complainant the Sum of Two Hundred and Forty Eight Pagodas Two Hundred and Thirteen Pagodas Thirty Eight Fanams and Two Cash Pags 213. 38 2. 10 Together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit.

Filed the 15th Octr 1790

To the Honble the Chief Justice
Court at Madras

Humble Complaining Sheweth unto this Honble Court your Orator Benjamin Sullivan of Madras Esquire that Stephen Popham One of the Attornies of this Honble Court stands indebted unto your Orator in the Sum of Six Hundred and Seventy five Pagodas Seventy Nine Fanams and Two Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Six Hundred and Seventy Pounds five Shillings and Two Pence or Thereabouts as will more fully and at Large appear by Copies of our Account Current hereunto annexed for the Inspection of this Honble Court when

your Orator prays may be Admitted as part of this his Bill of Complaint and your Orator Shews the that the Original of the Bond or Obligation Signed to us the said Account Current is ready to be filed in this Honble Court as also the Warrant to confess Judgment thereupon and Whereas your Orator hath frequently and in an Amicable Manner Requested payment of the said Sum of Six Hundred and Seventy five Pagodas Seventy Nine Fanams and Two 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 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 Stephen Popham 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 Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Six Hundred and Seventy five Pagodas Seventy Nine Fanams and Two Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to

Cause

Dr. Mr. Stephen Dobyns in Account Current with Benjamin Sullivan Esqr. Cr.

1788 May	10	To The Amount Principal of your Bond or Obligation to me with Warrant of Attorney to Confess Judgment thereupon of this date payable in Two years	Pags	716.	19.		By Cash Received in part of the Principal as p. Receipt on the back of the Bond	191. 13. 66.
							By Balance	525. 5. 14.
							Pags.	716. 19. "
1790		To Balance brought down from the above		525.	5.	14.	1790	
Sept.	30	To Interest on Bs. Sicca 10. th May 1788 to this day is 2. Yrs. 4. M. 20. D. at 12 p.t per Annum		150.	23.	68.	Sept. 30 By Balance due	675. 29. 2.
			Pagodas	675.	29.	62.	Pagodas	675. 29. 2.

Madras 30. th Sept. 1790

Errors Excepted

p. Benj.n Sullivan

True Copy

H.H. Dobbs

Actg. Compt.

Mayors Court at Madrasspatnam

Tuesday the 15th Day of Octr Anno Domini 1790

Present

James Call Esquire Mayor

Andrew Ross and Henry Chicheley Nicholls Aldermen

Between Benjamin Calvert of Madras Esquire Complainant and Stephen Popham One of the Attorneys of this Hon.ble Court Defendant

The Defendant by his Attorney Mr George Chalmer being in Court and acknowledging the Justness of the Complainants demand of this Court to be Mayors Court fit to Order and Decree and do the Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum and Just Sum of Two Hundred and Twenty four Pagodas Seventy three Fanams and Two Cash (Pagodas 224.73.2) together with all Costs Interest as now is or shall accrue for Same from Mayors until full Payment is made also all Costs of this Suit

Fees Rs 19 12 Octr 1790

To the Worshipful the Mayors Court at Madrasspatnam

The Petition of John Wilkinson

Sheweth

That your Petitioner has been regularly brought up to the Law has been Admitted an Attorney of the Court of Kings Bench in Ireland and Studied some years in the Middle Temple London —

That he has also practised as a Notary Public in Europe and Bengal for many years

That he has his Credentials to the above Effect ready to produce and being desirous to practise as an Attorney and Notary of this Honble Court he therefore prays to be Admitted and Sworn to Act in both Capacities. —

John Wilkinson

Extract from the Minutes of the Court held at the Town Hall on Tuesday the 5th Day of October Anno Dominie 1790.

Present

James Call Esquire Mayor

Andrew Ross and Henry Checkley Esqrs Aldermen!

Messrs Aldermen Ross Porteus Hasford Innes and Babcock take their Seats upon the Bench.—

Petition of Mr John Hutchinson praying to be Admitted an Attorney and Notary of this Court Read and filed this day he is Admitted and the Oaths of Allegiance and Office are Accordingly Administered to him.—

Steve Cabriel,

Fort St George the 9th July 1790

To the Honble the Mayor Court at Madrass Patnam

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 Stephen Popham to move for a Precept against the Administrator of the Estate of Mr Charles Inglis late one of the Attornies of this Honble Court deceased for fees that were due to your Petitioner as Register thereof, in 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 Priviledge of recovering his fees by Precept would have been preserved, or 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 Precepts has uniformly been presumed to all Attornies dying in Office whose Estates have for many years afterwards reaped the Benefit of Recovering Fees by Precept thereby giving the Estates of deceased Attornies a Priority of Payment to all others who may have Claims upon their Effects.—

That by the Rules of Court an Attorney is not bound to proceed in a Cause unless he be furnished with Money to prosecute the same, whereby an Attorney has the

Power of preventing this Client from falling into Arrear to any considerable Amount but owing to the uncertainty of many of the fees to which the Register is entitled cannot be ascertained for some time after the Debt shall have incurred such as Registering Causes after Hearing making out Schedules of Wills Registering Petitions and Affidavits to obtain Depositions in Ecclesiastical Matters with many other incidental Charges so that from the moment the Debt is incurred it is impossible for the Register to prevent the Attorneys from getting into Arrear.—

That although Attorneys may advise their Clients to settle in Person with respect to their own Causes yet your Petitioners believe they generally oblige their Clients from a Confident of their Responsibility to make the necessary Deposits or Advances for the Register Fees for instance when a Cause is to be heard the Attorneys will estimate the Expence of Registering the Depositions and with the Proctors Fee demand of their Client a Security for it before they bring the Cause to a Hearing and the like Mode is observed on Appeals to England before the Attorneys will order the Copies of Depositions.—

That your Petitioner has reason to believe that Mr. Charles Inglis deceased did receive from their Clients the greatest Part of the Fees that were due to your Petitioner and as the said Charles Inglis was bound by his Oath as One of the Attorneys of this Court to pay certain Sums due to your Petitioner conceives that he is justly entitled to the same Recovery against his Estate as his Estate has against the Clients who are indebted unto it.—

That your Peti[illegible]

Considerable Amount still due to him and in case he is compelled to seek Redress by a Regular Process at Law it will involve him in great Expence by Reason of the many Suits which he will be obliged to institute.—

Your Petitioner therefore humbly prays that the Right of Precept may be continued to your Petitioner for the Recovery of his Fees and that your Petitioner may not after having officiated 23 Years as an Officer of this Court be deprived of that Knowledge which according to the Practice of the Court would have been presumed to his Estate had he died in your Service.—

James Taylor

Boyd Sharp
Atty for Petr

60

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 19th Day of October Anno Dominii 1790

Present

James Cobb Esquire Mayor

Andrew Ross and Henry Critchley Mitchell

Aldermen!

Messrs. Aldermen Webb - Forster - Hartford - Amos and Babcock take their Seats upon the Bench.—

Petition of Mr. James Taylor filed on the 9th Day of July last Read. Extracts from the Minutes of

Power of preventing his Client from getting into Arrear to any considerable Amount without the Assertion of many of the facts 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 Bills Registering Petitions and Affidavits taking Depositions in Ecclesiastical Matters with many other incidental Charges so that from the mode in which the debt is incurred it is impossible for the Register to prevent the Attorneys from getting into Arrear. —

That although Attorneys may advise their Clients to fall in Arrear with the Fees to their own Detriment yours Petitioners believe they generally oblige their Clients provided Consistent with their Responsibility to make the necessary Deposit or Advances for the Registers Fees for instance when a Cause to be heard the Attorneys will estimate the Expence of Registering the Depos and either Receive the Amount for it before they bring the Cause to a Hearing and the like Mode is observed on Appeals to England before the Attorneys will take the Copies of Depos. —

That yours Petitioner has reason to believe that Mr Charles Inglis deceased did receive from his Client the greatest Part of the Fees that were due to yours Petitioner and as the said Charles Inglis was bound by his Oath as One of the Attorneys of this Court to pay what was due to yours Petitioner conceives that he is justly entitled to the same Priority against his Estate as his Estate has against the Clients who are indebted unto it. —

That yours Petitioner [illegible] to a very considerable Amount still due to him and in Case he is compelled to seek Reimbursement by a Regular Bill at Law it will involve him in great Expence by Reason of the many Suits which he will be obliged to institute. —

Your Petitioner therefore humbly prays that the Right of Precept may be continued to yours Petitioner for the Recovery of his Fees and that yours Petitioner may not after having officiated Twenty three years as an Officer of this Court be deprived of that Emolument which according to the Practice of the Court would have been presumed to his Estate had he died in yours Service. —

James Taylor

Bosham
Atty for Petr —

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 19th Day of October Anno Dominii 1790

Present

James Call Esquire Mayor

Andrew Ross and Henry Eichbaum Mitchell Aldermen!

Messrs. Aldermen Webb - Porcher - Mitford - Moore and Roebuck take their Seats upon the Bench. —

Petition of Mr James Taylor filed on the 9th day of July last Read. Extracts from the Minutes of

1150

Court of the 23rd and 27th Inst and for the 3rd August last
Note - The Court having taken the same into Consideration
do's Order that the said Goods Debts & Effects belonging
to the Estate of Nathaniel Bruce Esqr late Deceased be
Attached & Secured for the Benefit of the Creditors
agreeable to the Affidavit towards the discharge of the Debt due
by the said Estate to the Sole Register —

A True Extract —

Filed 10th June 1790

To the Worshipful the Mayor
Court at Fort St. George

A Humble Complaining Sheweth unto the Worshipful
Court of the Mayor Aldermen & Burgesses of the Town of Fort St
George Administrator of the Goods Debts & Effects of Dawsanne
Drake late of Fort St George Esquire deceased which was
administered by Nathaniel Bruce late of Fort St
George Esqr Deceased Sheweth that the said Dawsanne Drake
Esqr departed this life some time on or about the Twelfth
day of February which was in the year of Our Lord
One Thousand Seven Hundred and Eighty One being possessed
of a very considerable Estate Consisting of Bonds
Mortgages Bonds and other Securities for Money and also
Money Jewells and Effects to a very large Amount the
Property of him the said Deceased and of other Persons in
this Country at the time of his death and your Orator
Sheweth that the said Dawsanne

Instrument in Writing and dead Wherby he Nominate Constituted
and Appointed Johan Dykes and Johan Call Esqrs Executors thereof
and whereas Johan Dykes Esqr one of the Executors therein
named hath Renounced all Right to Probate thereof
this Worshipful Court in their Capacity of Mayors Ordinary
did Commit Administration of all and Singular the Goods Chattels
and Credits of the said Deceased unto the aforenamed Nathaniel Bruce
the said Will annexed
same time on or about the Twenty first day of March which
was in the year of Our Lord One Thousand Seven Hundred
and Eighty One - And your Orator Sheweth that the said
Nathaniel Bruce died by Virtue of the said Letters of Administration
possessed himself of the said Several Goods Chattels and
Credits of the said Dawsanne Drake deceased to a very large
and considerable Amount as aforesaid exceeding in Value any
Debts that might be by him owing at the time of his death

And your Orator Sheweth that among other of the
said Goods Chattels and Credits whereof the said Dawsanne
Drake so died possessed of were three certain Bonds or Obligations
from Peter Davidson late Major in the Service of His Highness
the Nabab of the Carnatick deceased, by him in his life time
given and executed unto the said Dawsanne Drake in his life
time as aforesaid, bearing date respectively the Twenty third & Twenty fifth
days of August, and the Twenty Sixth day of October One
Thousand Seven Hundred and Eighty whereunto and whereby
the said Peter Davidson became bound unto the said Dawsanne
Drake in the several and respective penal Sum of Eight
Thousand Eight Hundred and Seventy five Pagodas Eighteen
Fanams and Sixty Eight Cash Four Thousand four
Hundred Pagodas, and Three Thousand and Seventy Seven

Pagodas and Two Thousand Fanams Current Money of Madras
Contributed for the Support Perfections of the Royal
Navy of Four Thousand Four Hundred and Eleven Pounds
Eighteen Shillings Fanams and Eleven Fanams Cash, Five Thousand
Five Hundred Pagodas, and Eleven Thousand Five Hundred
and Thirty eight Pagodas and Eleven Fanams on the
Interest on the Several Sums at the Rate of Twelve
p Cent p Annum to the said Dawsanne Drake the
Executor Administratrix and Assigns and your Orator
Knoweth that among other Effects found in the Possession
of the said Dawsanne Drake at the said time of her decease
were a Few Several Belonging your Orator Viz. Bonds or Obligations
from James Saylor and James Call at Fort of Fort
Saint George Esqrs. Viz. one of Andrew Stajendie and George
Savage Late of Fort St George both deceased to the said
Peter Davidson for the Sum of Seventeen
Thousand four Hundred and Eighty Star Pagodas Principal
and forty Cash to be Collected for the Payment of the
of Twenty Thousand Two Hundred and Forty four Pagodas
Twenty Cash Fanams and Twenty Cash and your Orator
Knoweth that the said Nathaniel Barlow departed this
life some time about the month of August in the
year of Our Lord One Thousand Seven Hundred
and Eighty six without Issue of his Body lawfully Begotten
Estate of the said Dawsanne Drake deceased and your
Orator did soon after come into and about the Fifth
first day of December in the year of Our
Lord One Thousand Seven Hundred and Eighty Seven to the

undadministered by the said Nathaniel Barlow as by the Records
of His Majesties Court may appear, and by the said Letters
of Administration in the possession of your Orator ready to be
produced when called for - and your Orator sheweth, that by
Virtue thereof your Orator became invested with the power
and Authority of possessing himself of all and singular the
Goods Chattels and Credits of the said Dawsanne Drake
and to the several Bonds Bonds Mortgages Bonds and other
securities for Money Jewels and Effects of any kind whatsoever
the Property of the said deceased Undadministered by the said
Nathaniel Barlow and of any other property to other persons
belonging which were found in the possession of the said
Dawsanne Drake at the time of his death - and your Orator
sheweth that being so entitled, your Orator was informed that
the said Three several Bonds from the said Peter Davidson
unto the said Dawsanne Drake, and also the aforesaid Bond from
the said James Saylor James Call Andrew Stajendie and George
Savage unto the said Peter Davidson were not in the possession
of the said Nathaniel Barlow at the time of his decease now
are the hands or possession of any other person or persons legally
Authorized to hold and keep the same, but that the same
were in hands possession and custody of One Timmingadiah
Brahmin at that time of Madras Merchant and Broker and
Tobacco Farmer, and which he the said Timmingadiah Brahmin
did illegally and without having any lawfull Right so to do,
detain and keep from your Orator notwithstanding the same
were by them frequently and Amicably Requested to be
delivered up and give unto him your Orator as Administrator

as

as aforesaid And your Orator Shews to this Honble Court the said Seringadeah Brahmin departed this Life some time in the month of September which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Eight without having delivered over unto your Orator the aforesaid Bonds or either of them — And your Orator further Shews to this Honble Court that the said Seringadeah Brahmin departed this Life intestate and without having made any Will, as your Orator is informed, & believes and that Brahmin of Madras & Merchant sons of the said Seringadeah Brahmin did take out Letters of Administration of his Estate, and by Means of the aforesaid illegal and unwarrantable Proceedings of the said Seringadeah Brahmin and their sons the aforesaid Seringadeah Brahmin died possessed of the said Bonds illegally and unwarrantably and improperly and respectively came from your Orator as also the aforesaid Bond from the said James Taylor James Ball George Savage and Andrew Majendie unto the said Peter Davidson without having any debt or Demand of Right or Title or Claim Equity or Demands so to do, and your Orator further Shews that the whole of the Several Sums Consideration to be paid by the said Peter Davidson unto the said Dawsonne Drake are Severally now due and owing together with Interest thereon and except as your Orator hath been informed, that the Sum of Three Thousand Pagodas hath been paid by the said Peter Davidson on Account of One of the said Bonds

And your Orator Shews the that William Duffin and Andrew Swinyard Brahmin the Executors of the said Peter Davidson are ready to pay and have tendered payment of the said Three Bonds from their said Testator unto the said Dawsonne Drake and the several Interest due thereupon, unto your Orator as Administrator as aforesaid, upon your Orator delivering up unto them or either of them the aforesaid Bond from the said James Taylor James Ball and George Savage and Andrew Majendie unto the said Peter Davidson, in order that the said Executors of the said Peter Davidson may thereby be enabled to Recover and receive the Principal and Interest thereupon due and owing. —

And your Orator therefore Shews to this Honble Court that being so entitled to have the possession of the said Three Bonds from the said Peter Davidson unto the said Dawsonne Drake To Wit One Bond bearing date the Twenty Seven Pagodas Thirty fanams and Thirty four Cash One hundred for the payment of the Sum of Two Thousand and Two hundred Pagodas and the other hundred for the payment of the Sum of One Thousand five hundred and Thirty eight Pagodas and Twenty eight fanams severally bearing Interest at the rate therein from three respective dates of the Twenty three and Twenty five Days of August and the Twenty Sixth day of October One Thousand Seven hundred and Eighty as being part of the Property of the Estate of the said Dawsonne Drake deceased, and also of the said Bond from the said James Taylor James Ball George Savage and Andrew Majendie unto the said Peter Davidson lodged in the hands of the said Dawsonne

Bond

as aforesaid And your Orator Sheweth that the said
Seringapadiah Branning by Order dated the 25th same June
now said about the Month of September which was in the
Year of Our Lord One Thousand Seven Hundred and Eighty
Eight executed Assigning delivered over unto your Orator the
aforesaid United Bonds or either of them — And your Orator
further Sheweth that the said Seringapadiah Branning
having departed this Life intestate and without having
any Will, as your Orator for the Same informed, Timmanawah
Branning of Madras Merchant Son of the said Seringapadiah
Branning did take out Letters of Administration of his Estate
and by Means of the aforesaid illegal and unwarrantable
possession of the said Seringapadiah Branning in his
life time the aforesaid Timmanawah Branning did
possess himself of them after his death, and detain them
illegally and unwarrantably possess and receive the same from
your Orator as also the aforesaid Bond from the said James
Taylor James Call George Savage and Andrew Majendie
unto the said Peter Davidson, without having any Sort
or Manner of Right or Title in Law Equity or otherwise
so to do, and your Orator further Sheweth that the whole of the
Several Sums Considered to be paid by the said Peter
Davidson unto the said Dawsanne Drake are several sums
due and owing together with Interests Thereon due and
except as your Orator hath been informed, that the Sum
of Three Thousand Pagodas hath been paid unto the said
Peter Davidson on Account of One of the said Bonds

And your Orator Sheweth that William Duffin and Andrew
Swinton Executors Branning the Executors of the said Peter Davidson
are Ready to pay and have tendered payment of the said Three
Bonds from their said Testator unto the said Dawsanne Drake
and the several Interest due Thereupon unto your Orator as
Administrator as aforesaid, upon your Orator delivering up
unto them or either of them the aforesaid Bond from the said
James Taylor James Call and George Savage and Andrew Majendie
unto the said Peter Davidson, in Order that the said Executors
of the said Peter Davidson may thereby be enabled to Recover
and Receive the Principal and Interest Thereupon due and
owing —

And your Orator Therefore Sheweth that being so
entitled to have the possession of the said three Bonds from the
said Peter Davidson unto the said Dawsanne Drake To Wit One
Candidcand for the payment of the Sum of Two Thousand five
hundred and Thirty Seven Pagodas Thirty fanams and Thirty four
Cash One Candidcand for the payment of the Sum of Two
Thousand and Two hundred Pagodas and the other Candidcand
for the payment of the Sum of One Thousand five hundred
and Thirty eight Pagodas and Twenty eight fanams Severally
bearing Interest at the Rate Thereof from three respective
dates of the Twenty Three and Twenty five Days of August
and the Twenty Sixth day of October One Thousand Seven
hundred and Eighty as being part of the Property of the
Estate of the said Dawsanne Drake deceased, and also of
the said Bond from the said James Taylor James Call
George Savage and Andrew Majendie unto the said Peter
Davidson lodged in the Hands of the said Dawsanne

as aforesaid And your Orator further Shewth that the said Seringapadiah Brauning departed this life some time in the month of September which was in the Year of Our said Lord One Thousand Seven Hundred and Eighty Eight and Dawsonne Drake departed this life in the month of January One Thousand Seven Hundred and Eighty Nine And your Orator further Shewth that the said Seringapadiah Brauning departed this life intestate and without leaving any Will, as your Orator hath been informed, & Venkanadah Brauning of Madras Merchant Son of the said Seringapadiah Brauning did take out Letters of Administration of his Estate and by Means of the aforesaid illegal and unwarrantable possession of the said Seringapadiah Brauning and Son Venkanadah Brauning did possess himself of Monies after his death, and hath now illegally and unwarrantably possessed and disposed the same from your Orator as also the aforesaid Bond from the said James Taylor James Call George Savage and Andrew Maginnis unto the said Peter Davidson, and Stand standing in the Name or Names of Right or Title or else Equity or Conscience so to do, and your Orator further Shewth that the whole of the Several Sums Consideration to be paid by the said Peter Davidson unto the said Dawsonne Drake are several Sums due and owing together with Interest thereon and except as your Orator hath been informed, that the Sum of Three Thousand Pagodas hath been paid by the said Peter Davidson on Account of One of the said Bonds

And your Orator further Shewth that William Duffin and Andrew Inskeep Brauning the Executors of the said Peter Davidson are ready to pay and have tendered payment of the said Three Bonds from their said Testator unto the said Dawsonne Drake and the Several Interest due thereupon, unto your Orator as Administrator as aforesaid, upon your Orator delivering up unto them or either of them the aforesaid Bond from the said James Taylor James Call and George Savage and Andrew Maginnis unto the said Peter Davidson, in Order that the said Executors of the said Peter Davidson may thereby be enabled to Recover and Receive the Principal and Interest thereupon due and owing.

And your Orator therefore Shewth that being so entitled to have the possession of the said Three Bonds from the said Peter Davidson unto the said Dawsonne Drake To Wit One Canditeanan for the payment of the Sum of Seven Thousand five hundred and Thirty Seven Pagodas Thirty fanams and Thirty four Cache One Canditeanan for the payment of the Sum of Two Thousand and Two hundred Pagodas and the other Canditeanan for the payment of the Sum of One Thousand five hundred and Thirty eight Pagodas and Twenty eight fanams Severally bearing Interest at the rate thereof from their respective dates of the Twenty Third and Twenty fifth Days of August and the Twenty Sixth day of October One Thousand Seven hundred and Eighty as being part of the Property of the Estate of the said Dawsonne Drake deceased, and also of the said Bond from the said James Taylor James Call George Savage and Andrew Maginnis unto the said Peter Davidson lodged in the hands of the said Dawsonne

Drake

Parke in the City Town of your Orator and demands the same from the said Incorporation to Examine in his Office time and he the also demanded Since the Decease from the said Incorporate Branning the Administrator the following copy of the said Several Bonds as the Property of the said Estate of the said Dawsonne Drake and your Orator was in hopes that the said Incorporate Branning would have complied with such your Orators reasonable Request as in Equity and Justice they ought to have done—

But now so it is May it please your Honrs the said Incorporate Branning combining and Confederating to and with divers other Persons at present unknown to your Orator as well as Names as discovered your Orator hopes may be pleased Should occasion the Defts would be obliged upon Oath to discover and Defendant your Orator with the premises as the Abscondings Refuse to deliver up unto your Orator the said three respective Bonds from the said Peter Davidson unto the said Dawsonne Drake or either of them or the said Bonds from the said James Taylor James Call and George Savage and Andrew Majendie or either of them the said Incorporate Branning pretending that the death or Right to the said Several Bonds under pretence as the Effects of the said three Several Bonds from the said Peter Davidson unto the said Dawsonne Drake of the same, and the several sums of Money thereon due and owing having been granted and Assigned over unto his intestate by the aforenamed Nathaniel Barlow Administrator

of the said Dawsonne Drake on the Twenty first day of December One Thousand Seven hundred and Eighty five on which day there was there only due thereon as the pretends the Sum of Eight Thousand Eight hundred and Sixty five Pagodas Thirteen fanams and Sixty four Cash, and also the aforesaid Bond from the said James Taylor James Call and George Savage and Andrew Majendie unto the said Peter Davidson on which he also pretends there was only due on the first day of September One Thousand Seven hundred and Eighty the Sum of five Thousand and fifty eleven Pagodas Seventeen fanams and Two Cash for the following intents and purposes To Wit for Securing unto the said Incorporate Branning his intestate The Payment of the Sum of Fourteen Thousand Pagodas under a certain pretended Award between the said Incorporate Branning and the said Nathaniel Barlow as Administrator of the said Dawsonne Drake given by Sutton Bauserbank Dent and Josias Dupre Porcher of Fort St George Esqrs upon certain disputes between the said Parties since the death of the said Dawsonne Drake, and that thereupon he had a right to keep possession of the said Several Securities until this said pretended Debt and Demand was thereupon or by some other Means paid and discharged - Whereas your Orator doth not Admit that the said Nathaniel Barlow did as Administrator of the said Dawsonne Drake assign over unto the said Incorporate Branning the said upon recited Bonds and the Monies due thereupon from the said Peter Davidson unto the said Dawsonne Drake or the said Bond from the said James Taylor James Call and George Savage and Andrew Majendie or that if he hath so done that

to the said Nathaniel Barlow and as Legal Right of Title as Administrator of the said Dawsonne Drake to Chargeable to Assignee and deliver the possession thereof unto the said Tirumgadiah Braming nor ever Show any Legal Consideration existing between the said parties touching the said Assignment could be or ever Legally Urged and your Orator further Shew that there was not any Mortgage Transactions or Accounts existing between the said Tirumgadiah Braming and the said Dawsonne Drake in her Life time, which did make it necessary Thereof Assigning to Arbitrators to settle and determine, and in fact from the said Dawsonne Drake being indebted unto the said Tirumgadiah Braming in the sum of Fourteen Thousand Pagodas the said Dawsonne Drake was not in fact and in truth indebted unto them the said Tirumgadiah Braming if in any but in a very inconsiderable sum of Money and that all Accounts were previously Settled between the said Parties previous to the death of the said Dawsonne Drake, your Orator therefore Charges that the Arbitration of Accounts pretended to exist between the said Tirumgadiah Braming and the said Dawsonne Drake in her Life time was Illegal and unwarrantable in the said Nathaniel Barlow and the said Tirumgadiah Braming and was procured by the said Tirumgadiah Braming by unfair means and practices and was assented to by the said Nathaniel Barlow in confederacy with the said Tirumgadiah Braming to wrong and injure the Estate of the said Dawsonne Drake or Their ignorance of the Accounts and Real State thereof

your Orator therefore charges that the said Award, and the said Assignment given thereupon being so illegally and unwarrantably procured are in themselves Void and said— and your Orator Sheweth that at other times the said Tirumnarsuah Braming pretends and Setforth in favor of the said Award and the Assignment in consequence thereof— That the said Nathaniel Barlow did in Conformity to the said Award on the Twenty first day of December One Thousand Seven Hundred and eighty five execute unto the said Tirumgadiah Braming of Madras Soodle and Tabaco Renter or Farmer his intestate One certain Bond or Obligation in the penal Sum of Twenty eight Thousand Pagodas conditioned for the payment of the Sum of Fourteen Thousand Pagodas on the Twenty first day of December One Thousand Seven Hundred and Eighty five, out of the Assetts of the Estate of the said Dawsonne Drake or from the Several Bonds and Securities made over to the said Tirumgadiah Braming by two Assignments being equal date with the said Bond, for the Recovery of the payment whereof he saith that the said Tirumgadiah Braming had Commenced an Action in this Honble Court on the Eighth day of March One Thousand Seven Hundred and Eighty eight, and had to his Bill subjoined Copy of the said Bond as also of the said two Assignments— which your Orator Sheweth that he admits, and that your Orator had also brought a Bill Suit against the said Tirumnarsuah Braming since the death of the said Tirumgadiah Braming for the delivering up of the Bonds and Securities by the said two Assignments assigned, and for the Recovery of the Several Sums of Money by them or his Intestate Received thereupon, and also for the delivering up of the

said

said Nathaniel Barlow's Bond to the said Sowcowgadiah Brawning to be cancelled and upon Oath saying that he Verily believing the said Moonoowasiah Brawning now Produces that he holds the said three Bonds from the said Peter Davidson to the said Dawsonne Drake and the said Bond from James Taylor James Call and George Savage and Andrew Majendie by Virtue of an Assignment thereof to secure the Payment of the said Sum of Fourteen Thousand Pagodas pretended to have been Awarded under the aforesaid Award of the said Cotton Bowerbank Dent and Josias Dupre Porcher — and also that the said Bond for Fourteen Thousand Pagodas for the Recovery of which he hath brought the said Action was also given in Conformity to the said Award as well as the Bonds and Securities Referred thereto to have been Assigned as a Security for the Payment thereof — Nevertheless the said Sowcowgadiah Brawning nor the said Moonoowasiah Brawing have not Shewn by their said Bill that the said three Bonds from the said Peter Davidson to the said Dawsonne Drake and the said Bond from James Taylor James Call and George Savage and Andrew Majendie to the said Peter Davidson had been also Assigned by the said Nathaniel Barlow as Administrator as aforesaid for Securing the Payment of the same individual Fourteen Thousand Pagodas but the said Sowcowgadiah Brawing in his life time and the said Moonoowasiah Brawing since his decease have severally in their proceedings in the said

Unskilfully Suppressed and Concealed the said Circumstance of their being in possession of that part of the Estate now in question — and upon Oath Sheweth that the Bonds and Securities Assigned by the said Nathaniel Barlow by the said two Assignment Referred to in the said Bond from him to the said Sowcowgadiah Brawning are three Consolidated Bonds Amounting together to the Sum of Twenty three Thousand five Hundred and Sixty three Pagodas under One Assignment and of Certain Claims on the Governor and Council of this Presidency as a Recompence in lieu of the Value of Certain Ground and Materials of Certain Buildings taken down by their Order within the Black Town — Nevertheless the said Moonoowasiah Brawning and Notwithstanding the Cross Suit commenced against him by your Orator for the same as aforesaid, do pretend that he is entitled to keep and hold possession of the said three Bonds from the said Peter Davidson to the said Dawsonne Drake and also the said Bond from the said James Taylor and James Call and George Savage and Andrew Majendie unto the said Peter Davidson untill full payment shall be made to him of the Principal and Interest of the aforesaid Bond from the said Nathaniel Barlow unto the said Sowcowgadiah Brawing — As the said Moonoowasiah Brawing pretending that the said Award is the Source of his said demand, and that your Orator hath not a right to Retrospect the Grounds on which the same was given, nor to trace back any Accounts between the said Sowcowgadiah Brawing and the said Dawsonne Drake in his the said Dawsonne Drakes life time, the said Moonoowasiah Brawing pretending that all Accounts were disposed of by the said

Award Shall cease of no force date thereof, and that the same shall then cease and determine, your Orator therefore Prays that the said Award cannot be the Source of the said demand, but that the cause of the said demand did arise and could only arise from Accounts between the said Swengadiah Prammy and the said Dawsonne Drake in their Life Time, and if the said Award is grounded on any other State of Facts than such as are warranted by such Accounts, the said Award is void by Law and illegally obtained and illegally given – And for Order to Show unto this Honble Court that there were not sufficient and Accounts whereupon the said Award could be warranted or grounded, your Orator Sheweth that about the year of Our Said One Thousand seven Hundred and Seventy Seven the said Swengadiah Prammy Addressed unto the designe of obtaining an certain Covenant between them as hereafter mentioned and agreed upon for the Farming of Betelle and Tobacco Rents by the Honble Governor and Council of Fort St George and Directors of the Honble United Company of Merchants of England trading to the East Indies within the Boundaries and limits of Fort St George aforesaid – and among other things your Orator Sheweth it was agreed upon by and between the said parties that the said Farm should be procured and obtained by the means influence and interest of the said Dawsonne Drake and that the knowledge Credit or Grant thereof from the said Governor and Council should be made out and taken in [illegible]

Name – And your Orator Sheweth that the said Dawsonne Drake did so effectually employ and use his Means influence and interest therein that he did on or about the Sixteenth day of May in the said year of Our Lord One Thousand Seven Hundred and Seventy Seven, obtain and procure from the said Governor and Council a Certain Deed in writing by them under their Hands dated executed and signed under the discription and Title of a Cowle granted by the Honble George Strattton Esqr. President and Governor and Council at Fort St. George to Dawsonne Drake Esqr. for Farming the Betelle and Tobacco Farm, according to certain Stipulations and Conditions therein expressed for the term of five years to commence from the first day of August One Thousand Seven Hundred and Seventy seven and to end of the Thirty first day of July One Thousand Seven Hundred and Eighty Seven he the said Dawsonne Drake being personally bound to pay the yearly sum of Forty five Thousand and five Hundred Pagodas into Honble Companys Cash or a yearly Rent for the same in twelve monthly payments – And your Orator Sheweth that the said Swengadiah Prammy and the said Dawsonne Drake did in contemplation of the said Dawsonne Drake obtaining the said Betelle and Tobacco Farms, enter into certain Articles of Agreement for the purpose of arranging and determining what Interest each was to have therein and the Shares [illegible]

Partly to be done and performed Respectively by the same
which said Articles of Agreement were Entered into writing
some time on or about the fifteenth day of the Months
of February in the said year of Our Said One Thousand
Seven Hundred and Seventy Seven and were afterwards
Mutually executed and exchanged by them the said
Swamygadiah Swamy and the said Dawsonne Drake
To the following Effect and purport To Wit - an
Agreement made this fifteenth day of February One
Thousand Seven Hundred and Seventy Seven with Mr Dawsonne
Drake as follows - First that Mr Dawsonne Drake agrees
with the Swamygadiah to get them Assistance from the Governor
and Council in every Article Agreeable to the Proposals for
two years - Second. That Swamygadiah agrees to pay Mr
Dawsonne Drake Seven Thousand Pagodas every year in
quarterly Payments so long as the Lands for Betle and
Tobacco Farms shall continue in his hands - Third - That
Swamygadiah agrees to pay Mr Cohen Sytles Six Hundred
Pagodas every year in quarterly Payments so long as
he shall continue to Assist him in his Business of the
Betle and Tobacco Ice Farms by going or sending to the
Governor and Council as Occasion may Require Agreeable
to the Proposals - Fourthly - That Mr Dawsonne Drake
agrees to have Nothing to do with the Profit and Loss
of the said Farm or with the Governors Duestors which
Swamygadiah Consents to give the Governor Annually
as it always Customary upon every Farm, Signed
Swamygadiah - Dawsonne Drake - and your Orator

Sheweth

That the Inhabitants of the said Swamygadiah Bramin
and the said Dawsonne Drake having thus declared and agreed
upon proper Measures for the Obtaining of the said Farms of Betle
and Tobacco as aforesaid and the Lands or Grant thereof thereby
Obtained and procured by the Means influence and endeavours of
the said Dawsonne Drake and for the Rent thereof the said Dawsonne
Drake came to Terms with the said Swamygadiah on the third day of March
One Thousand Seven Hundred and Seventy Seven from the
said Governor and Council of Fort Saint George from the first day
of August following - Only the said Dawsonne Drake and
the said Swamygadiah Bramin did on the said first day
of August One Thousand Seven Hundred and Seventy Seven
Entirely and Conformable to the several Covenants in the said Articles
of Agreement of the fifteenth day of February aforesaid
as specified and declared - and did severally Sign and Subscribe their
Names to that and Counterpart and Effect in the following
Words and figures to Wit - We declare that the above Agreement
stands good dated the first day of August One Thousand
Seven Hundred and Seventy Seven Signed Swamygadiah - Dawsonne
Drake - The Original of which Articles of Agreement are
in your Orator possession to be produced when properly
called for - and your Orator further Sheweth that the several aforesaid
Covenants and Conditions being thus agreed upon and determined
by and between the said Dawsonne Drake and the said
Swamygadiah Bramin the said Dawsonne Drake in
Consideration thereof and of the said Sum of Seven Thousand
Pagodas Annually to be paid him by the said Swamygadiah
Bramin did declare unto the said Swamygadiah Bramin
the said Lands of the said Betle and Tobacco Farm by
him the said Dawsonne Drake obtained and procured in

his Name as aforesaid, and did Consent and allow of the said Sreevengadiah Braming professing engaging and Assuring to his own Use and benefit the Several Emoluments Rents and Profits Arising Therefrom to a very considerable Amount to the great gain and Advantage of the said Sreevengadiah Braming And your Orator Charges the Most the said Dawsonne Drake did use all Ways & Means to gain and procure the Assistance of the said Governor and Council in every Article Respecting the said Farm for the benefit Interest and Advantage of the said Sreevengadiah Braming during the life time of the said Dawsonne Drake & Soe Some and untill the day of his death. —

And your Orator further sheweth, that the said Dawsonne Drake and the said Sreevengadiah Braming did in their lives time To Wit in and about the Month of August which was in the year of Our Lord One Thousand Seven Hundred and Eighty came to Settlement of all Accounts of Mutual Debit and Credit to and with each other the particulars whereof were reduced into Writing And the said Sreevengadiah Braming did thereon give due Credit unto the said Dawsonne Drake for three years payment Covenanted to be made unto him by Vertue of the said Articles of Agreement To Wit from the first day of August One Thousand Seven Hundred and Twenty Seven unto the Thirty first day of July One Thousand Seven Hundred and Eighty, and did debit the said Dawsonne Drake thereby in the Sum of Twelve Thousand Seven Hundred and Seventy Two Pagodas paid unto him on that Account as fully and declaredly, except the Sum of Seven Hundred and Seventy Two Pagodas the Balance of the said Account in favor of the said Sreevengadiah Braming on the first day of August One Thousand Seven Hundred and Eighty and which said Account Current is stated at Fort St George and dated the Thirty first day of the said Months of August in the same year and thereby Signed by the said Sreevengadiah in his own Hand Writing As per Schedule Marked A. to his Answer Annexed and prayed to be Admitted as part of this your Orator Bill of Complaint the Original being to be produced as from Time to Time Called for — And your Orator Charges that there were not any other Accounts of any Kind or Nature Subsisting between the said Dawsonne Drake and the said Sreevengadiah Braming from and after the Settlement of the said Account Current whereby the Balance in favor of the said Sreevengadiah Braming was only the Sum of Seven Hundred and Seventy Two Pagodas and no more during the life time of the said Dawsonne Drake and untill the Day of his death, which was on or about the Ninth day of February following Save and except that the said Dawsonne Drake did execute unto the said Sreevengadiah Braming on the fifth day of September in the aforesaid year of Our Lord One Thousand Seven Hundred and Eighty One Bond or Obligation Conditioned for the Payment of the Sum of One Thousand and four Hundred Pagodas and also during and exclusive of the time of Mourning as were growing due and accruing unto the said Dawsonne Drake out of the said Farm Thousand Pagodas Annually Covenanted to be paid an Account of

the said Betle and Tobacco Farm by the said Sreevingadiah Braming from the Thirty first day of July One Thousand Seven Hundred and Eighty to the Ninth day of February One Thousand Seven Hundred and Eighty One, the day of the death of the said Dawsonne Drake being the sum of Two Thousand and forty four Pagodas Eighteen fanams and fifty Six Cash for Six Months and eight days — and your Orator further Charges that the said Dawsonne Drake having thus departed this life and Letters of Administration of Administration of this Estate having been in the manner aforesaid committed to the said Nathaniel Barlow — the said Sreevingadiah Braming died in the Month of May Three Months after the death of the said Dawsonne Drake) made up an Account between him and the said Dawsonne Drakes Estate in his own hand writing, wherein and whereby the said Sreevingadiah Braming did debit the said Estate for the Balance of the aforesaid Account Current made up between him and the deceased in his life time and signed by him under the date of the Thirty first day of August One Thousand Seven Hundred and Eighty, Four Months and Nine days previous to the death of the said Dawsonne Drake being the Sum of Seven Hundred and Seventy Two Pagodas and also for the Principal Sum of One Thousand and five Hundred Pagodas for the Bond executed by the deceased on the fifth day of September as aforesaid both Sums Calculated with Interest up to the Thirty first day of May One Thousand Seven Hundred and Eighty One, whereby the said Sreevingadiah Braming did make himself a Creditor of the Estate, in the Sum of Two Thousand Seven Hundred and Eighty One Pagodas Twenty Nine fanams and Thirty Cash upon Account and Bond and no more, as may Appear by the Copy of the said Bond No 2 hereunto annexed the Original whereof is in your Orator possession Ready to be produced when thereto legally called for — and your Orator Charges that the said Sreevingadiah did demand the said Sum of Two Thousand Seven Hundred and Eighty One Pagodas Twenty Nine fanams and Thirty Cash from the said Nathaniel Barlow on or about the said Thirty first day of May One Thousand Seven Hundred and Eighty One, as the whole that he then pretended to be due unto him from the Estate of the said Dawsonne Drake — All this your Orator Charges that the said Sreevingadiah Braming was not entitled thereto, because your Orator Charges that the said Sreevingadiah Braming ought to have given Credit to the said Estate, in the Sum of Two Thousand Three Hundred and Thirty three Pagodas and fourteen fanams being the proportion of the yearly payment Covenanted to be made as aforesaid by the said Sreevingadiah Braming unto the said Estate of the said Dawsonne Drake from the last payment thereof so viz from the Thirty first day of July One Thousand Seven Hundred and Eighty One unto the first day of March One Thousand Seven Hundred and Eighty One the day on which the said Castle or Farm of Betle and Tobacco was discontinued by the then Governor and Council at Fort St George —

your Orator Charging that the Estate of the said Dawsonne Drake was entitled to have Credit for the said Sum, because the said Sreevingadiah Braming did enjoy and receive the Emolument and Advantages of the said Farm until the said fifteenth day of March the the said Dawsonne Drake having

as yours Orator Charges in all Things done and performed that part of the Articles of Agreement before Recited on his Life time, which he was bound and Obliged to perform and performe and departed this Life Leaving the said Tewengadiah Branmine in Sole Possession rate and enjoyment of the said Farm without Having done any Act or Having Authorized any Whereby the said Caule could in any manner or way be rendered ineffectual or to injure or prejudice the said Tewengadiah Branmine in the full peaceable and quiet enjoyment of the Several Rents Profits and emoluments of the said Farm - Nevertheless yours Orator Chargeth that the said Tewengadiah Branmine some time after the delivering in of the said Account to the said Nathaniel Barlow with Interest up to the said Thirty first day of May One Thousand Seven hundred and Eighty One Studying how he might indemnify himself at any Rate of his disappointment at being deprived of the said Bettle and Tobacco Farms the Caule declared Vacant on the said first day of march in the year of Our Lord One Thousand Seven hundred and Eighty One aforesaid and Actually Annulled on the fifteenth of the said Month by the granting of another Caule on Farms of Bettle and Tobacco by the then Governor and Council at Fort St George unto Cavoor Cryadenda Modelly and Nagapah Chitty of Madras Merchants he the said Tewengadiah Branmine did give out and pretend, that he was deprived of the said Farm by the Means of the said Nathaniel Barlow Altho' the said Nathaniel Barlow had not at that time Sued out Letters of Administration to the Estate of the said Dawsonne Drake, nor did not obtain the same untill the Twenty first day of the said Month of March The said Tewengadiah Branmine pretending that he had been great Sufferer by the deprivation of the said Farm, making this pretended loss at times to Amount to be very Considerable Sum of Money and at other times did pretend that he would hold the said Nathaniel Barlow personally Responsible for the same, at other times that he would hold the Estate of the said Dawsonne Drake liable for the same - for which he the said Tewengadiah Branmine did Threaten and Menace the said Nathaniel Barlow to Commence Actions at Law - and yours Orator Chargeth that the said Nathaniel Barlow being intimidated at such the said Threats and Menaces of the said Tewengadiah Branmine, and being Apprehensive that he should be drawn into Trouble and difficulties by reason of the aforesaid Law Suits and being Alarmed and afraid that he should be made Ultimately liable and Responsible to make good the said demand from his own private fortune as the said Tewengadiah Branmine did Allege and Say that he was deprived of the said Farms by means of the said Nathaniel Barlow Administrator as aforesaid Altho' yours Orator Chargeth that the said Nathaniel Barlow did not obtain Letter of Administration to the said Dawsonne Drake's Estate, untill on or about the Twenty first day of march Several days after the Caule of the said Farms had been declared vacant

and should been disposed of by the said Governor and Council to other persons upon Valor Consideration that the said Nathaniel Barlow do cede and Release himself from the said Responsibility, and have nothing more Transactions, and Consent to Admit of the said Tewungadiah Brauning as a Creditor of the said Estate on account of the aforesaid Responsible Losses he pretended he had sustained by Reason of the said Governor and Council having deprived him of the said Trust by giving the same to others, and to Allow of the said Tewungadiah Brauning to make a demand on him as Administrator as aforesaid on the said Responsible Accounts Arising out of the said unjust Oratory also Charging that the said Nathaniel Barlow Combining and Confederating with the said Tewungadiah Brauning in the premises how to wrong and injure the Estate of the said Dawsanne Drake, your Oratrix of the Trust and duty of his Office faithfully to Administer the said Estate According to Law did encourage Aid and assist the said Tewungadiah in such his unjust and unlawfull designs on the said Estate, he the said Nathaniel Barlow did on or about the Twenty Ninth day of January One Thousand Seven Hundred and Eighty four, execute unto the said Tewungadiah Brauning a certain Deed or Instrument of writing setting forth that there was a Considerable Balance due and owing from the Estate of the said Dawsanne Drake to the said Tewungadiah Brauning

and made Satisfaction or Ease the same to be Accounted for or made Satisfactory to the said Tewungadiah Brauning after this the said Nathaniel Barlow Return from the Cape of good Hope - and the said Nathaniel Barlow did also on the same views and designs on the said Twenty Ninth day of January One Thousand Seven Hundred and Eighty four, execute unto the said Tewungadiah Brauning a certain Bond or Obligatory binding himself his Heirs Executors and Administrators on the penal Sum of Eighteen Thousand Pagodas Conditioned for the Payment of the Sum of Nine Thousand and four Hundred Pagodas by them the said Nathaniel Barlow his Heirs Executors and Administrators out of certain Monies discribed to be out of the first Monies or Dividends Received or declared by the Nabob of the Carnatick or his Successors to his or their New Consolidated Bond Creditors together with Interest at the Rate of Twelve per Cent per Annum which said Bond your Orator Chargeth the said Nathaniel Barlow did unlawfully and unwarrantably Sign as Administrator to the Estate of the said Dawsanne Drake Deceased - without any legal Consideration and well knowing at the time that the Estate of the said Dawsanne Drake was not indebted unto the said Tewungadiah Brauning in the said Sum of Seven Thousand and five Hundred Pagodas - and that there were not Accounts between the said parties as then Stood such as your Orator hath set forth - and your Orator Chargeth that the said Nathaniel Barlow and the said Tewungadiah

the Month of September in the year of Our Lord One Thousand Seven Hundred and Eighty five Versus Sheer and Confederacies and Combinations devising how they might further Wrong and injure the said Estate and defraud the Lawfull Creditors and Legatees of their Just Debts and Legacies for ayanst Orator Charge the That the said Nathl Barlow did anon about the fifth day of the said Month of September subscribe an Account Current whereby the Estate of the said Dawsonne Drake is debited in the same Sums as that before referred to Marked N.1 Amounting to the Sum of Twelve Thousand Seven Hundred and Seventy Two Pagodas - without Nothing that the said Sums were paid on Account of the Annuale Payment of Four Thousand Pagodas per Annum by Vertue of the said Articles of Agreement as the same is done in the said Account N.1 - and also in the further Sum of One Thousand and Eight Hundred Pagodas paid to Mr John Sykes - which your Orator doth expressly Charge the said Estate of the said Dawsonne Drake had not any Thing to do, because the said Sum of One Thousand and Eight Hundred Pagodas was paid by the said Imeungadiah Braming himself unto the said John Sykes on Account of the Annual Payment of Six Hundred Pagodas per Annum Covenanted to be paid Him by the said Imeungadiah Braming by the said Articles of Agreement and in further= ance thereof - and your Orator further Saith that the said Account doth not Credit by the said Dawsonne Drake for the said Sum of Twelve

the Account Settled and Stated by and between the said Imeungadiah Braming and the said Dawsonne Drake is Credited, as doth here before Shewn - and your Orator Sheweth that the said Account is Certified by One Abear Cash and Book Keeper of the deceased and their to fore time by the Ackowledgment of the said Abear - Entitled to have received the said Sum of Twelve Thousand Seven Hundred and Seventy Two Pagodas from the said Imeungadiah Braming on Account of the deceased as many be seen by his Books - and the said Nathaniel Barlow doth also declare to the Truth of the said Certificate from his examination of the deceased Books - which Account and the said Certificates Shew your Orator doth Charge to be fraudulently assigned and Contrived by the said Imeungadiah Braming and the said Nathaniel Barlow for the purpose of Supplying a Credit Allowed by the said Imeungadiah Braming in the life time of the said Dawsonne Drake of the Sum of Twelve Thousand Pagodas, knowing at the said time Whereof many be given, yet the Suppression of the Credit that ought to have been brought Home, doth evidently make the same fraudulent and unjust against the Estate of the said Dawsonne Drake - Copy of which Account Current Marked N.3 is hereunto Annexed, the Original whereof is in your Orator Possession Ready to be produced when Necessary called for - And your Orator Charge the That the said Imeungadiah Braming doth Confederating with the said Nathaniel Barlow as aforesaid the said Nathaniel Barlow did in the said Month of September and afterwards devise and Contrive

the Month of September in the year of Our Lord One Thousand Seven Hundred and Eighty five Versus Sheer and Confederacies and Combinations devising how they might further Wrong and injure the said Estate and defraud the Lawfull Creditors and Legatees of their Just Debts and Legacies for ayanst Orator Charge the That the said Nathl Barlow did anon about the fifth day of the said Month of September subscribe an Account Current whereby the Estate of the said Dawsonne Drake is debited in the same Sums as that before referred to Marked N.1 Amounting to the Sum of Twelve Thousand Seven Hundred and Seventy Two Pagodas - without Nothing that the said Sums were paid on Account of the Annuale Payment of Four Thousand Pagodas per Annum by Vertue of the said Articles of Agreement as the same is done in the said Account N.1 - and also in the further Sum of One Thousand and Eight Hundred Pagodas paid to Mr John Sykes - which your Orator doth expressly Charge the said Estate of the said Dawsonne Drake had not any Thing to do, because the said Sum of One Thousand and Eight Hundred Pagodas was paid by the said Imeungadiah Braming himself unto the said John Sykes on Account of the Annual Payment of Six Hundred Pagodas per Annum Covenanted to be paid Him by the said Imeungadiah Braming by the said Articles of Agreement and in further= ance thereof - and your Orator further Saith that the said Account doth not Credit by the said Dawsonne Drake for the said Sum of Twelve

the Account Settled and Stated by and between the said Imeungadiah Braming and the said Dawsonne Drake is Credited, as doth here before Shewn - and your Orator Sheweth that the said Account is Certified by One Abear Cash and Book Keeper of the deceased and their to fore time by the Ackowledgment of the said Abear - Entitled to have received the said Sum of Twelve Thousand Seven Hundred and Seventy Two Pagodas from the said Imeungadiah Braming on Account of the deceased as many be seen by his Books - and the said Nathaniel Barlow doth also declare to the Truth of the said Certificate from his examination of the deceased Books - which Account and the said Certificates Shew your Orator doth Charge to be fraudulently assigned and Contrived by the said Imeungadiah Braming and the said Nathaniel Barlow for the purpose of Supplying a Credit Allowed by the said Imeungadiah Braming in the life time of the said Dawsonne Drake of the Sum of Twelve Thousand Pagodas, knowing at the said time Whereof many be given, yet the Suppression of the Credit that ought to have been brought Home, doth evidently make the same fraudulent and unjust against the Estate of the said Dawsonne Drake - Copy of which Account Current Marked N.3 is hereunto Annexed, the Original whereof is in your Orator Possession Ready to be produced when Necessary called for - And your Orator Charge the That the said Imeungadiah Braming doth Confederating with the said Nathaniel Barlow as aforesaid the said Nathaniel Barlow did in the said Month of September and afterwards devise and Contrive

Some Way ought Tender Above said Combinations and Confederacies still more effectual to Their Purpose, and to cover their said Frauds and deceits under the Colour of an Amicable Reference to Arbitrators, they the said Nathaniel Barlow and Pursonjee Soorungdiah Browning did about the time aforesaid and afterwards come into a certain pretended Agreement to refer to the said Account No 3. and also the said Bond for Seven Thousand and five Hundred Pagodas, together with Sundry other Accounts in no manner or way Relating to or Connected with the Estate of the said Dawsonne Drake to the Account of Cotton Bowerbank Dent and Josias Dubbe Boreker as aforesaid And your Orator Charges the that the said Nathaniel Barlow did allow and Admit of the said Soorungdiah Browning to produce the said Account No 3 and Bond and Sundry other Accounts, and to make himself a Creditor before the said Arbitrators in the enormous Sum of One Lack Seventy Nine Thousand Two Hundred and fifteen Pagodas which your Orator also Charges the said Nathaniel Barlow did not Contradict or deny, but did Aid and Assist in misleading and deceiving the said Cotton Bowerbank Dent and Josias Dubbe Boreker into a belief of the same being just and true, by allowing of the aforesaid Account Current Signed by himself to be produced before them, whereby a Balance of Fourteen Thousand five Hundred and Seventy Two Pagodas was made payable to the said Soorungdiah Browning on the fifth day of March One Thousand Seven Hundred and Eighty eight

your Orator Charges the the said Nathaniel Barlow well knew that the said Dawsonne Drake and the said Soorungdiah Browning did settle Accounts of all Concerns on the thirty first day of August One Thousand Seven Hundred and Eighty - whereby the said Dawsonne Drake was only indebted unto the said Soorungdiah Browning in the Sum of Seven Hundred and Seventy Two Pagodas, and the said Nathaniel Barlow your Orator Charges the did moreover allow and admit of his own Bond before mentioned to be produced against the Estate, and also Sundry other Articles of Account and particularly an Account Current in the hand writing of the said Soorungdiah Browning made up to the fifth day of September One Thousand Seven Hundred and Eighty five whereby the said Dawsonne Drake was debited in the aforesaid Sum of Fourteen Thousand five Hundred and Seventy Two Pagodas, as the Balance of the aforesaid fictitious Account, made up after the death of the said Dawsonne Drake as aforesaid, and also in the Sum of One Thousand and five Hundred Pagodas as the Amount of the aforesaid Dawsonne Drake's Bond to the said Soorungdiah Browning of the said fifth day of September One Thousand Seven Hundred and Eighty - altho' your Orator Charges the said Soorungdiah Browning had Received the Sum of Three Hundred and Seventy five Pagodas as a Dividend on the said Bond on the Twenty Seventh of February One Thousand Seven Hundred and

Eighty three from the said Nathaniel Barlow which Account was made to Amount Together with Interest as to the said fifth day of September One Thousand Seven Hundred and Eighty five to the Sum of Twenty five Thousand Seven Hundred and fifteen Pagodas and three Fanams as may Appear by a Copy of the Original Account hereunto annexed Marked No 6. the Original whereof is in your Orators possession to be produced when soever lawfully Called for – and your Orator Charges that the said Nathaniel Barlow did moreover allow and Admit of the said Tremangadiah Brahmin producing before the said Arbitrators Accounts of Losses pretended to have been sustained by the said Tremangadiah Brahmin for Seizure of Tobacco by the New Renter subsequent to the death of the said Dawsonne Drake, making in all to the Sum of One Lack Twenty Nine Thousand Two Hundred and fifteen Pagodas all which Matter of Account Your Orator could not Know any possible connexion with the Accounts between the deceased in his life time and the said Tremangadiah Brahmin and your Orator Charges that the truth and justice of the Accounts of the said Dawsonne Drake being thus abandoned and the Interest thereof thereby sacrificed to the unlawfull designs of the said Tremangadiah Brahmin in Confederacy with the said Nathaniel Barlow it could not be expected that the said Cottan Bauer Bank Dent and Josias DuPre Porcher could give any Award, than such as was favorable to the hopes and wishes of the said

Confederates – and your Orator therefore Charges that the said Cottan Bauer Bank Dent and Josias DuPre Porcher did some time on or about the fifth day of December in the aforesaid year of Our Lord One Thousand Seven Hundred and Eighty five Give an Opinion in Writing upon the said matter as the Grounds for drawing an Award thereupon whereon they did Set forth the said Accounts as aforesaid in the following Words & to Wit –

Fort Saint George

Opinion of the Arbitrators delivered with their Award on the 5th December 1785.

On a Mature and Deliberate Consideration of the different Accounts of Mr Barlow and Tremangadiah –

Sense of Opinion that it will be most eligible and Safe, for Mr Barlow, as Administrator to the Estate of Mr Drake, that the matter should be Compromised.

It Appears by an Account now produced by Tremangadiah that the debts Mr Nathaniel Barlow as Administrator the Sum of Pagodas 1259 2 65. for the three years Dawsonne for Mr Drake's Support, the Administrator own Band, for Losses by the Farm, for the Seizure of Tobacco, by the new Renter, and for Interest, which matter in Case of not being Settled, would Appear by Bill of Complaint before the Mayors Court, it is

Eighty three from the said Nathaniel Barlow which Account was made to amount together with Interest up to the said fifth day of September One Thousand seven hundred and Eighty five to the Sum of Twenty five Thousand seven hundred and fifteen Pagodas and nine Fanams as may appear by a Copy of the Original Paper thereto annexed Marked A. & the Original also being in my power Orator to be produced when properly called for – and your Orator Charges that the said Nathaniel Barlow did moreover allow and Admit of the said Tremangadiah Brahmin producing before the said Administrators Accounts of Losses pretended to have been sustained by the said Tremangadiah Brahmin for Seizure of Tobacco by the New Renter subsequent to the death of the said Dawsonne Drake, making in all to the Sum of One Lack Twenty Nine Thousand two hundred and fifteen Pagodas all which Matter of Account he and nor could not have any possible communication with the Accounts of the deceased in his life time and the said Tremangadiah Brahmin and your Orator Shews that the truth and justice of the Accounts of the said Dawsonne Drake being thus abandoned and the Interest thereof being sacrificed to the unlawfull designs of the said Tremangadiah Brahmin in Confederacy with the said Nathaniel Barlow it could not be expected that the said Cottan Bauer Banks Dent and Josias DuPre Porcher could give any Award, than such as was favorable to the Losses and

Confederates – and your Orator therefore charges that the said Cottan Bauer Banks Dent and Josias DuPre Porcher did some time on or about the fifth day of December in the aforesaid year of Our Lord One Thousand seven hundred and Eighty five give an Opinion in writing upon the said Matter as the Grounds for drawing an Award thereupon which they did subscribe the said Accounts as aforesaid in the following words to Wit –

Fort Saint George

Opinion of the Arbitrators delivered with their Awards on the 5th December 1785.

On a Mature and Deliberate Consideration of the different Accounts of Mr Barlow and Tremangadiah –

Sense of Opinion that it will be most eligible and safe, for Mr Barlow, as Administrator to the Estate of Mr Drake, that the Matter should be Compromised.

It appears by an Account now produced by Tremangadiah that he debits Mr Nathaniel Barlow as Administrator the Sum of Pagodas 129,215. for the three years Damcaun for Mr Drake's Support, the Administrator avers Band, for Losses by the Farms, for the Seizure of Tobacco, by the new Renter, and for Interest, which matter in Case of not being settled, would appear by

Evident that as the Sum was taken from Tremangadiahs
Seven years before the Expiration of the time, that sum
if Mr Brooke had been living he would have been
bound in honor to have given Tremangadiahs a Compensation
with Respect to the Demand, for the Seizure of Tobacco
Tremangadiahs could not with Propriety Claim that Debt
on Mr Barlow for being the immediate Act of the
New Renter in Consequence of the Courts Orders annulled
the Action if any, could lay towards Augmenting Claim
Mr Barlow knowing surrendered the Farm before he was
regularly Admitted as Administrator has made himself liable,
and on that Account, Damages no doubt might be given
in a Court of Equity with Respect to the Bond given
previous to his departure from India there no doubt but
it was a fraudulent Act on the part of Mr Barlow as it
prevented Law Proceedings now do I think, however he may
think Advantage may have been taken of the Badly
departure that he could with Propriety have obliged it
Bonds being of so much Solemn Nature which if once
broke and set aside might endanger the Property of
Individuals, of Course a Court of Justice would decree in
Tremangadiahs Favor. —

There appears a Paper before us of 14000 Pags
in which the Bond of 7500 before enterested is inserted, another
Bond for 1500 and an open Account of 1440 admitted by the
Administrator as the Plaintiff Tremangadiah appears to
be willing to Receive the above Sum

of all Claims, Sam Charley of Opinion to prevent a tedious
and Expatiate Law Suit the Expence of which, let the Issue
be, what it may, would be Enormous, that it is Eligible
just and proper for the good of the Legatees in England,
that Mr Barlow should Accede to Tremangadiahs proposals
because although the Mayors Court might object to some
part of Tremangadiahs Charges in his Account of 129000 Pags
yet Others no Saying whether one or deliberate Discussion
of the Matter, if they would not give more than the 14000 Pags
besides the Expences of Court of Suit. —

5th December 1785. — (Signed) C. B. Dent.

On these no doubt there be a Return to Tremangadiah
in the Course of this Transaction, it appears Equitable that
some Allowance should be made to Tremangadiahs, I shall
observed that of this Demand only of 14000 Pagodas had been
obtained in Court, the Administrator would have been obliged
to pay the Costs, these alone but have prevented
by Barlow's done out of Court, and as Gentlemen of the
profession have had infinite Trouble I think an Adequate
Recompence should be made, instead of a Bill of Costs, and
propose 500 Pagodas between Mr Ellis and Mr Baker
employed on the part of Tremangadiah. —

(Signed) C. B. Dent

I perfectly agree to every part of the above Opinion of Mr Dent

(Signed) Jos. Andre Porcher

dicle make the Subject of their said Opinions, and the award
thereafter given thereupon, on the date of the said fifth
day of December aforesaid, upon which Matters and
existences in the life of the deceased and on which his
Estate could not be legally made chargeable after his
death, and upon which unjust Grounds and Awards that
the said Nathaniel Barbour should pay unto the said
Innungadiah Branning the Sum of Fourteen Thousand
Pagodas from or out of the first & cleanest Recoveries to the
Estate of the said Dawsanne Drake and a further Sum
of Five hundred Pagodas out of the Effects of the Estate
to Edward Ellis and Charles Baker in lieu or Compensation
of their Charges. —

And your Orator Charges that it is
upon this illegal and unwarrantable Award that the said
Innungadiah Branning in his life and the said Innumanaiah
Branning his Administrator since his decease, have grounded
their Right to obtain the aforesaid three Bonds or Obligations
from the said Peter Davidson unto the said Dawsanne
Drake and also the Bonds or Obligations from the said
James Taylor James Calle and the said George Savage and
Andrew Majendie unto the said Peter Davidson, and also
upon the Ground of a pretended Assignment thereof from
the said Nathaniel Barbour unto the said Innungadiah
Branning, for the purpose, as he pretends, of securing the
Payment of the said Sums of

unto him the said Innungadiah Branning whereas your
Orator Charges, that the said Award was Obtained and the said
Assignment if any such there is was, fraudulently granted for
the purpose of defrauding and deranging of the Estate by
the Acknowledgment of a false Debt by the said Nathaniel
Barbour, Reasons not to be drawn in any part all which Actings
and doings of the said Innumanaiah Branning and of the said
Innungadiah Branning his Substitute are and were illegal and tend
to the manifest Wrong and injury of your Orator as Adminis-
trator as aforesaid, as your Orator is thereby deprived and kept
from the said Bond from the said James Taylor and James
Calle and the said George Savage and Andrew Majendie unto
the said Peter Davidson, and without the possession whereof
he cannot deliver the same unto the aforesaid Executors of the
said Peter Davidson, and without which delivery they the
said Executors do refuse to pay unto your Orator the said
three Bonds or Obligations from the said Peter Davidson
unto the said Dawsanne Drake and the Sums of Principal and
Interest due thereupon, 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 Innumanaiah Branning and his Confederates when
discovered may upon their and their Corporal Oaths full
true direct and perfect Answer make to all and singular
the Matters and things therein before set forth and
alledged as fully truely perfectly and effectually to all

respected and particularly interrogated and more Especially
that the said Sevenevasaiah Branning may discover
whether he doth or not in his Custody Power or possession
or Some other Person or Persons by his Knowledge and
Consent, Have or Have not in his Other Custody power or possession
and shew Copy Since the aforesaid Three Certain Bonds or
Obligations from the said Peter Davidson unto the said
Dawsonne Drake on before Set forth To Wit Bearing
date respectively the Twenty Third and Twenty Fifth days
of August and the Twenty Sixth day of October One Thousand
Seven Hundred and Eighty for the Several and Respective
Penal Sums of Eight Thousand eight Hundred and Ninety
five Pagodas Eighteen fanams and Sixty eight Cash Four
Thousand four Hundred Pagodas and Three Thousand and Seventy
five Pagodas and fourteen fanams, Respectively Conditioned
for the payment of the Several Sums of Four Thousand
four Hundred and Seventy Seven Pagodas Thirty Seven
fanams and Thirty four Cash Two Thousand and Two Hundred
Pagodas and One Thousand five Hundred and Thirty eight
Pagodas and Twenty eight fanams Bearing Interest at the
Rate of Twelve per Cent per Annum or in any other
and what Sum or Sums of Money and whether the
said Bonds are or are not Respectively due and payable
and when, and whether the whole of the Several Principals
and the Interests thereof are or are not Respectively due
and if he should Allege that they are not, that he

may Set forth what Sum or Sums of Money there are now
respectively due for Principal and Interest thereon, and what
is the Balance thereof and also that he may discover whether
he doth or doth not in his Custody power or possession
or whether same other Person or Persons doth or doth not
in his or either Custody power or possession the aforesaid
Bond or Obligation from the said James Taylor James
Call George Savage and Andrew Majendie to the said Peter
Davidson for the Penal Sum of Thirty Eight Thousand four
Hundred and Eighty One Pagodas ten fanams and forty Cash
Conditioned for the payment of the Sum of Nineteen
Thousand Two Hundred and forty five Pagodas Twenty Six
fanams and Twenty Cash or in some other and what Sum
or Sums of Money and whether the said Bond is or is not
due and payable and when, and whether the whole of the
Principal and Interest thereof are or are not Respectively
due, and if he should Allege and Say that they are not
that he may Set forth what Sum or Sums of Money there
are now due for the same Respectively due and owing and
that the said Sevenevasaiah Branning may Shew and
discover by what Manner and Means he became possessed
of the said Three Bonds or Obligations from the said Peter
Davidson unto the said Dawsonne Drake and of the said
Bond of the said James Taylor James Call and George Savage
and Andrew Majendie unto the said Peter Davidson and
under what Claim or Title he now holds and keeps
possession thereof and if he should Allege and Say

respected and particularly interrogated and more Specially
that the said Shamuvencauk Branning may discover
whether she hath or not in his Custody power or possession
or some other Person or Persons by his knowledge and
Consent, have or have not in their Custody power or possession
and how long since the aforesaid three Sealed Bonds or
Obligations from the said Peter Davidson unto the said
Dawsonne Drake on before set forth & Will Branning
dated respectively the Twenty third and Twenty fifth days
of August and the Twenty Sixth day of October One Thousand
Seven Hundred and Eighty for the several and respective
Penal Sums of Eight Thousand eight Hundred and Ninety
five Pagodas Eighteen fanams and Sixty eight Cash Seven
Thousand four Hundred Pagodas and Three Thousand and Seventy
five Pagodas and fourteen fanams, respectively Conditioned
for the payment of the several Sums of Four Thousand
four Hundred and Twenty Seven Pagodas Thirty Seven
fanams and Thirty four Cash Two Thousand and Two Hundred
Pagodas and One Thousand five Hundred and Thirty eight
Pagodas and Twenty eight fanams Bearing Interest at the
Rate of Twelve per Cent per Annum or in any other
and what Sum or Sums of Money and whether the
said Bonds are or are not respectively due and payable
and when, and whether the whole of the several Principals
and the Interests thereof are or are not respectively due
and if he should Allege that they are not, that he

may set forth what Sum or Sums of Money there are now
respectively due for Principal and Interest thereon, and what
is the Balance thereof and also that he may discover whether
he hath or hath not in his Custody power or possession
or whether same other Person or Persons hath or hath not
in his or either Custody power or possession the aforesaid
Bond or Obligation from the said James Taylor James
Cale George Savage and Andrew Majendie to the said Peter
Davidson for the Penal Sum of Thirty Eight Thousand four
Hundred and Eighty One Pagodas ten fanams and forty Cash
Conditioned for the payment of the Sum of Nineteen
Thousand Two Hundred and forty five Pagodas Twenty Six
fanams and Twenty Cash or in some other and what Sum
or Sums of Money, and whether the said Bond is or is not
due and payable and when, and whether the whole of the
Principal and Interest thereof are or are not respectively
due, and if he should Allege and Say that they are not
that he may set forth what Sum or Sums of Money there
are now due for the same respectively due and owing And
that the said Shamuvencauk Branning may shew and
discover by what Manner and Means he became possessed
of the said three Bonds or Obligations from the said Peter
Davidson unto the said Dawsonne Drake and of the said
Bond of the said James Taylor James Cale and George Savage
and Andrew Majendie unto the said Peter Davidson and
under what Claim or Title he now holds and keeps
possession thereof and if he should Allege and Say

that the said Defendant may discover whether the said Testator did not in his life time and before the making of his said Will Sell and Dispose of the said Estate and Effects mentioned in the said Schedule hereto annexed or some part thereof and to whom and when and for what Price or Prices and whether the Purchase Money or Consideration for the same or any part thereof is not still owing and unpaid to the said Testator and whether the said Defendant doth not know or believe that the said Testator did not in his life time Assign and Transfer the Debts owing to him by the said Schedule mentioned or some part thereof to some other Person or Persons and to whom and when and whether the said Defendant doth not know or believe that the said Testator did not in his life time Receive the Money due for the said Debts or some part thereof and whether the said Testator did not in his life time Pay the Debts owing by him at the time of his Death or some part thereof and to whom and when and whether the said Testator did not in his life time Lend and Advance to the said Defendant or to any other Person or Persons for him and to his Use the Sum of Money or Goods mentioned in the said Schedule hereto annexed or some part thereof and when and whether the said Testator did not in his life time Receive the Money due for the said Loans

respected and particularly interrogated and more Specially
How the said Sinnecunnasuah Branning may discover
whether She hath or not in his Custody Power or possession
or Some other Person or Persons by his Knowledge and
Consent, know or have not in their Custody Power or possession
and have long Since the aforesaid three Recited Bonds or
Obligations from the said Peter Davidson unto the said
Dawanna Drake or before set forth So Much Branning
date respectively the Twenty Third and Twenty fifth days
of August and the Twenty Sixth day of October One Thousand
Seven Hundred and Eighty for the Several and respective
Penal Sums of Eight Thousand eight Hundred and Ninety
five Pagodas Eighteen fanams and Sixty eight Cash Four
Thousand four Hundred Pagodas and Three Thousand and Seventy
five Pagodas and fourteen fanams, respectively Conditioned
for the payment of the Several Sums of Four Thousand
four Hundred and Seventy Seven Pagodas Thirty Seven
fanams and Thirty four Cash Two Thousand and Two Hundred
Pagodas and One Thousand five Hundred and Thirty eight
Pagodas and Twenty eight fanams Bearing Interest at the
Rate of Twelve per Cent per Annum or in any other
and what Sum or Sums of Money and whether the
said Bonds are or are not respectively due and payable
and where, And whether the whole of the Several Principals
and the Interests thereof are or are not respectively due
and if he should Allege that they are not that he

may Set forth what Sum or Sums of Money there are now
respectively due for Principal and Interest thereon, and what
is the Balance thereof and also that he may discover whether
he hath or hath not in his Custody Power or possession
or whether Some other Person or Persons hath or hath not
in his or either Custody Power or possession the aforesaid
Bond or Obligation from the said James Taylor James
Call George Savage and Andrew Majendie to the said Peter
Davidson for the Penal Sum of Thirty Eight Thousand four
Hundred and Eighty One Pagodas ten fanams and forty Cash
Conditioned for the payment of the Sum of Nineteen
Thousand Two Hundred and forty five Pagodas Twenty Six
fanams and Twenty Cash or in some other and what Sum
or Sums of Money, and whether the said Bond is or is not
due and payable and when, and whether the whole of the
Principal and Interest thereof are or are not respectively
due, and if he should Allege and Say that they are not
that he may Set forth what Sum or Sums of Money there
are now due for the same respectively due and owing And
that the said Sinnecunnasuah Branning may Shew and
discover by what Manner and Means he became possessed
of the said three Bonds or Obligations from the said Peter
Davidson unto the said Dawanna Drake and of the said
Bond of the said James Taylor James Call and George Savage
and Andrew Majendie unto the said Peter Davidson and
whether he Claims or Sets the same Heads and keeps

that the Shalds and Keeps possession thereof as Administrator of the said Emmanuel Braming that he may know and discover under what Claim or Title the said Emmanuel Braming did in his life Hold and Keep possession thereof and from whom he received the same And of the rehand pretend that the said Claim or Title of the said Emmanuel Braming in his life time thereto or any of the said Bonds or Obligations be in Working, that he may produce the same if he hath it or declare what is become thereof And whether he doth not know that your Orator is or is not Administrator of the Estate of the said Dawsanne Drake in the Manner by your Orator before shewn — and whether the said William Duffin and Avadanum Brafiah Braming are not Executors named in the last Will and Testament of the said Peter Davidson — And also that the said Emmanuel Braming may respond and discover whether your Orator as Administrator as aforesaid hath or hath demanded from him the aforesaid Three Bond from the said Peter Davidson to the said Dawsanne Drake and also the aforesaid Bond from the said James Taylor and James Call and George Savage and Andrew Majendie, to the said Peter Davidson, and why and for what Cause or Reason he did not and hath not delivered the same Accordingly unto your Orator — and that the said Emmanuel Braming may discover whether the said Emmanuel Braming did or not in his life time as aforesaid

your Orator or Administrator as aforesaid for the Recovery of the Sum of Fourteen Thousand Pagodas upon Bond from the said Dr Daniel Barlow to him as herein before Set forth, and whether the said Securities therein Charged are or are in the said Action or Bills Set forth or any other and why and for what Cause or Reason the pretend Assignment of the said Three Bonds from the said Peter Davidson to the said Dawsanne Drake and of the said Bond from the said James Taylor James Call and George Savage and Andrew Majendie unto the said Peter Davidson was or was not therein also declared upon — and whether your Orator hath or not filed a Cross Bill against them the said Emmanuel Braming as therein before Set forth or to some other and what purpose — And that the said Emmanuel Braming may discover whether the Sundry Covenants and Agreements therein before Set forth as having taken place between the said Dawsanne Drake and the said Emmanuel Braming respecting the farming of the Betle and Tobacco within the Boundaries and limits of Fort St George So As that in the year of our Lord One thousand seven hundred and Seventy seven did or did not take place and exist between them — and whether the Copy of the Articles of Agreement thereunto annexed is or is not a true Copy and in what part or parts the same is different from its Original — and whether he doth or not know and believe that the said Emmanuel Braming did Sett and Subscribe his Name to the said Original,

And whether the said Dawsanne Drake did or did not procure the Lease or Grant herein mentioned and Charged to have been obtained by him from the said Governor and Council of the Betle and Tobacco Farm in his the said Dawsanne Drakes own Name on the Terms and Conditions herein before Set forth or on any other and what Terms and Conditions — And whether the said Sinnenwarnaik Braming doth or not Know or believe that the said Dawsanne Drake did or did not in Consideration of the Covenants and Conditions in the said Articles of Agreement contained or on any other and what Consideration deliver unto the said Sinnengadiah Braming the said Lease or Grant of the Betle and Tobacco Farm as aforesaid and whether the said Sinnengadiah Braming as he the said Sinnenwarnaik Braming knows and doth believe and hath been informed did or did not possess enjoy and receive to his own use and benefit the Several emoluments Rents and Profits arising from the said Farm from the Term or date of the said Lease before Set forth or how otherwise — And whether he doth not know and believe that the said Sinnengadiah Braming did continue to possess enjoy and receive the Rents Emoluments and profits of the said Farm from the day of the Commencement of the said Lease unto the day of the death of the said Dawsanne Drake — and whether he knows that the said Dawsanne Drake did in his life time do any Act to prevent or anticipate the same — And that the said Sinnenwarnaik Braming may Set forth and discover whether he doth know hath heard or hath reason to believe, whether there was or was not any Settlement of Accounts between the said Dawsanne Drake and the said Sinnengadiah Braming under the date of the Thirty first Day of August One Thousand Seven Hundred and Eighty as is therein before Charged and Set forth or otherwise and how — And whether the Copy of the account Current No. 1 hereunto annexed is or is not a true Copy of such Settlement of Accounts from the Original herein declared upon and Charged or in what part or parts the same doth differ from the said Original — And whether the said Original was or was not Signed by the said Sinnengadiah Braming — and whether the said Dawsanne Drake did or did not to his the said Sinnenwarnaiks Knowledge and belief Sign a Counter part of the said Account — If so then that he may declare whether he ever saw the same and what is became thereof — and that he may produce the same — and that the said Sinnenwarnaik Braming may discover whether there were any other and what Accounts between the said Dawsanne Drake and the said Sinnenwarnaik Braming depending on the said Thirty first day of August One Thousand Seven Hundred and Eighty — and of what kind sort or Nature the same were and that he may procure the same — and also that the said Sinnenwarnaik Braming may Set forth and discover whether he knoweth or hath been informed whether there were any other dealings or Transactions between the said Sinnengadiah Braming

and the said Dawsanne Drake during his life time and until the day of his death Save and except the granting of the aforesaid Bond or Obligation unto the said Tirumgadiah Braming on the said fifth day of September One Thousand Seven Hundred and Eighty-four for the payment of the aforesaid Sum of One Thousand and five Hundred Pagodas, and also Saving and excepting as by your Orders before Charged- and if he the said Sreenevasaiah Braming insists Alleges that there were other dealings Transactions and Accounts between the said Tirumgadiah Braming and the said Dawsanne Drake in his life time, that he may set forth the same particularly According to the best of his knowledge and belief- and that the said Sreenevasaiah Braming may set forth and discover whether the Credit given to the said Dawsanne Drake of the three several Sums of Four Thousand Pagodas each for the Annual payment of the like Sum According to the said Articles of Agreement Amounting together to the Sum of Twelve Thousand Pagodas, was or was not also carried to the Credit of the said Dawsanne Drake in the Books of the said Tirumgadiah Braming in his life time According as the same is Credited in the aforesaid Account Current &c Sheets hereto before referred to- And whether the said Sreenevasaiah Braming doth not in his Conscience know and believe that the said Credit was just and true and if not why not.—

And that the said Sreenevasaiah Braming may also set forth and discover whether [illegible] Braming did or did not make up an Account between him and the Estate of the said Dawsanne Drake, as herein before is Charged to have been made up to the Thirty first day of May, One Thousand Seven Hundred and Eighty One Composed of the Balance of the said Account Current of the Thirty first day of August One Thousand Seven hundred and Eighty, Amounting to the Sum of Seven Hundred and seventy two Pagodas, and of the Account Principal of the said Dawsanne Drakes Bond to him for One Thousand and five Hundred Pagodas under the date of fifth day of September One Thousand Seven Hundred and Eighty- and whether the Body of the said Account Current thereunto Annexed is or is not a true Copy from the Original, and whether the said Original was or was not Signed in the hand Writing of the said Tirumgadiah Braming.—

And that the said Sreenevasaiah Braming may set forth and discover whether the aforesaid Lease or Grant of the Betle and Tobacco Farm, as aforesaid obtained by the said Dawsanne Drake as aforesaid was or was not on the first day of March One Thousand Seven Hundred and Eighty One declared Vacant by the then Governor and Council, and whether the same was or was not entirely annulled on the fifteenth day of the said Month of March and why and for what Cause or Reason- and whether the said Governor and Council did or did not issue and grant another Lease for the said Betle and Tobacco unto the persons therein before set forth or unto some other and what person or persons- and

and the said Dawsanne Drake during his life time and until the day of his death Save and except the granting of the aforesaid Bond or Obligation unto the said Seemgadiah Braming on the said fifth day of September One Thousand Seven Hundred and Eighty - for the payment of the aforesaid Sum of One Thousand and five Hundred Pagodas, and also Saving and excepting as by your Orator before Charged - and if he the said Sheenawasmiah Braming insists Alledges that there were other dealings Transactions and Accounts between the said Seemgadiah Braming and the said Dawsanne Drake in his life time, that he may set forth the same particularly According to the best of his knowledge and belief - and that the said Sheenawasmiah Braming may set forth and discover whether the Credit given to the said Dawsanne Drake of the Three Several Sums of Four Thousand Pagodas each for the Annual payment of the like Sum According to the said Articles of Agreement Amounting together to the Sum of Twelve Thousand Pagodas, was or was not also carried to the Credit of the said Dawsanne Drake in the Books of the said Seemgadiah Braming in his life time According as the same is Credited in the aforesaid Account Current &c. &c. thereto before referred to - And whether the said Sheenawasmiah Braming doth not in his Conscience know and believe that the said Credit was just and true and if not why not -

And that the said Sheenawasmiah Braming may also set forth and discover whether [illegible]

Braming did or did not make up an Account between him and the Estate of the said Dawsanne Drake, as herein before is Charged to have been made up to the Thirty first day of May, One Thousand Seven Hundred and Eighty One Composed of the Balance of the said Account Current of the Thirty first day of August One Thousand Seven Hundred and Eighty, Amounting to the Sum of Seven Hundred and seventy two Pagodas, and of the Account Principal of the said Dawsanne Drakes Bond to him for One Thousand and five Hundred Pagodas under the date of fifth day of September One Thousand Seven Hundred and Eighty - and whether the Copy of the said Account Current thereunto Annexed is or is not a true Copy from the Original, and whether the said Original was or was not Signed in the hand Writing of the said Seemgadiah Braming -

And that the said Sheenawasmiah Braming may set forth and discover whether the aforesaid Lease or Grant of the Betle and Tobacco Farm, as aforesaid obtained by the said Dawsanne Drake as aforesaid was or was not on the first day of March One Thousand Seven Hundred and Eighty One declared Vacant by the Then Governor and Council, and whether the same was or was not entirely annulled on the fifteenth day of the said Month of March and why and for what Cause or Reason - and whether the said Governor and Council did or did not issue and grant another Lease for the said Betle and Tobacco unto the persons thereon before set forth or unto some other and what person or persons - and

and the said Dawsanne Drake during his life time and until the day of his death save and except the granting of the aforesaid Bond or Obligation unto the said Iruvengadiah Braming on the said fifth day of September One Thousand Seven Hundred and Eighty - for the payment of the aforesaid Sum of One Thousand and five Hundred Pagodas, and also Saving and excepting as by your Orator before Charged - and if the the said Sinnenwasmiah Braming alleges that there were other dealings Transactions and Accounts between the said Iruvengadiah Braming and the said Dawsanne Drake in his life time, that he may set forth the same particularly according to the best of his knowledge and belief - and that the said Sinnenwasmiah Braming may set forth and discover whether the Credit given to the said Dawsanne Drake of the three several Sums of Four Thousand Pagodas each for the Annual payment of the like Sum According to the said Articles of Agreement Amounting together to the Sum of Twelve Thousand Pagodas, was or was not also carried to the Credit of the said Dawsanne Drake in the Books of the said Iruvengadiah Braming in his life time According as the same is Credited in the aforesaid Account Current No 1 herein before referred to - And whether the said Sinnenwasmiah Braming dothe not in his Conscience know and believe that the said Credit was just and true and if not why not. -

And that the said Sinnenwasmiah Braming may also set forth and discover whether the said Iruvengadiah Braming did or did not make up an Account between him and the Estate of the said Dawsanne Drake, as herein before is Charged to have been made up to the Thirty first day of May, One Thousand Seven hundred and Eighty One Composed of the Balance of the said Account Current of the Thirty first day of August One Thousand Seven hundred and Eighty, Amounting to the Sum of Seven hundred and twenty Two Pagodas, and of the Account Principal of the said Dawsanne Drakes Bond to him for One Thousand and five hundred Pagodas under the date of fifth day of September One Thousand Seven hundred and Eighty - and whether the Copy of the said Account Current thereunto Annexed is or is not a true Copy from the Original, and whether the said Original was or was not Signed in the hand Writing of the said Iruvengadiah Braming. -

And that the said Sinnenwasmiah Braming may set forth and discover whether the aforesaid Cowle or Grant of the Bettle and Tobacco Farm, as aforesaid obtained by the said Dawsanne Drake as aforesaid was or was not on the first day of March One Thousand Seven Hundred and Eighty One declared Vacant by the then Governor and Council, and whether the same was or was not entirely annulled on the fifteenth day of the said Month of March and why and for what Cause or Reason - and whether the said Governor and Council did or did not issue and grant another Cowle for the said Bettle and Tobacco unto the persons therein before set forth or unto some other and what person or persons - and

That the said Streenewasaiah Brauning may also Setforth and discover whether the said Sreenygadiah Brauning did afterwards get back the said Farm, and when and at what date did the same recommence and for how long a terme was the grant thereof (aforesaid), and whom was and did the same end and terminate and that the said Streenewasaiah may Setforth and discover, whether the Letters of Administration granted to the said Nathaniel Barlow by this Hon^ble Court to the Estate of the said Dawsonne Drake were or were not dated on the Twenty first day of the said Month of March One Thousand Seven hundred and Eighty One or when. —

And your Orator further prays that the said Streenewasaiah Brauning may Setforth and discover whether he hath or hath not heard or been informed that the said Sreenygadiah Brauning did or did not some time in the year of Our Lord One Thousand Seven hundred and Eighty four, or how long after the date of the said Letters of Administration to the said Nathaniel Barlow granted as aforesaid, make any and what demand upon him the said Nathaniel Barlow in his own private Capacity or as Administrator as aforesaid, for the making good and indemnifying him the said Sreenygadiah Brauning for any and what losses and damages Sustained or pretended to have been Sustained by him the said Sreenygadiah Brauning by Reason and in Consequence of his being discontinued in the said Bettle and Tobacco Farm by the grant thereof to the aforenamed or to some other and what person or persons and what was the Ground thereof as the said Streenewasaiah Brauning knows and has been informed — And that the said Streenewasaiah Brauning may Setforth and discover whether the said Sreenygadiah Brauning did or did not as he knows and hath been informed threaten to prosecute the said Nathaniel Barlow for sundry large sums of Money by the said Sreenygadiah Brauning alledged and Charged to be owing to him by Reason of the said losses or damages Sustained or pretended to have been Sustained by him from the discontinuance of the said Bettle and Tobacco Farm or otherwise and how — and whether the said Nathaniel Barlow was or was not thereby or by any other and what means induced to execute unto the said Sreenygadiah Brauning on or about the Twenty Ninth day of January One Thousand Seven hundred and Eighty four, the Deed or Instrument therein before recited of a Considerable Balance being due and owing unto the said Sreenygadiah Brauning by the Estate of the said Dawsonne Drake, and whether the said Nathaniel Barlow did or did not also on the said Twenty Ninth day of January One Thousand Seven hundred and Eighty four, execute unto the said Sreenygadiah Brauning the Bond or Obligation therein before in part recited for the penal Sum of Fifteen Thousand Pagodas — Conditioned for the payment of the Sum of Seven Thousand and five hundred Pagodas. and your Orator also prays that the said Streenewasaiah Brauning may Setforth

and declare whether he knows or has been informed, what was the Amount of the said Considerable Balance by the said Deed or Instrument precluded to be due and owing by the said Estate of the said Dawsanne Drake unto the said Sreenugadiah Braming on the said Twenty Ninth day of January One Thousand Seven hundred and Eighty four, and whether the same did Amount to the Sum of Seven Thousand and five hundred Pagodas or to what other Amount less or more than the said Sum; and that he may Set forth the same from the Books of Accounts of the said Sreenugadiah Braming in his life time, and if he should allege that the said Sreenugadiah Braming did not keep any Books of Accounts, that he may Shew how and by what other Manner or Means he knows the said Account to be just -

And that the said Sreenivasaiah Braming may Set forth and discover whether the Account Current marked N.3 the Balance whereof is made to Amount in favor of the said Sreenugadiah Braming against the Estate of the said Dawsanne Drake to the Sum of Fourteen Thousand five hundred and Seventy five Pagodas is or is not a true Copy from the Original and whether the same was or was not drawn up after the death of the said Dawsanne Drake. and whether the Sum of Twelve Thousand Seven hundred and Seventy Two Pagodas debited in the said Account or same and what part thereof is or is not debited in the Account of the said Sreenugadiah Braming as having been paid

Drake in his life time on Account of the said Annual Sum of Four Thousand Pagodas covenanted to be paid by the said Sreenugadiah Braming to the said Sreenugadiah Braming to the said Dawsanne Drake in performance of and in Conformity to the said Articles of Agreement before Set forth - and whether the said Sreenivasaiah Braming doth or doth not know or hath or hath not heard by any Manner and means and knows, that the said Dawsanne Drake did in his life time give Receipts unto the said Sreenugadiah Braming for the said Sum of Twelve Thousand Seven hundred and Seventy Two Pagodas or same and what thereof on Account of the said Annual Sum of Four Thousand Pagodas Covenanted by the said Articles of Agreement or otherwise to be paid him by the said Sreenugadiah Braming, and that he may produce the said Receipts - and if he should say that he hath not any Receipts of that Nature or discription that he may Shew what is became thereof, and on what other Account the said Sum of Twelve Thousand Seven hundred and Seventy Two Pagodas was paid - And that the said Sreenivasaiah Braming may Set forth and discover, whether the Sum of One Thousand and Eight hundred Pagodas at the debit side of the said Account as having been paid to Mr. John Sykes - was or was not so paid him the said John Sykes on Account of Three years Payment at the rate of Six hundred Pag.s Yearly in performance of & in Conformity to

and declare whether he knows or has been informed, what was the Amount of the said Considerable Balance by the said Deed or Instrument pretended to be due and owing by the said Estate of the said Dawsonne Drake unto the said Sowcarpettah Brahmin on the said twenty Ninth day of January One Thousand Seven hundred and Eighty four and whether the same did Amount to the Sum of seven Thousand and five hundred Pagodas or to what other Amount less or more than the said Sum; and that he may set forth the same from the Books of Accounts of the said Sowcarpettah Brahmin in his life time, and if he should allege that the said Sowcarpettah Brahmin did not keep any Books of Accounts, that he may shew how and by what other Manner or Means he knoweth the said Account to be just.—

And that the said Sowcarpettah Brahmin may set forth and discover whether the Account Current Marked N.3 the Balance whereof is made to Amount in favor of the said Sowcarpettah Brahmin against the Estate of the said Dawsonne Drake to the Sum of Fourteen Thousand five hundred and Seventy five Pagodas is or is not a true Copy from the Original and whether the same was or was not drawn up after the death of the said Dawsonne Drake. and whether the Sum of Twelve Thousand Seven hundred and Seventy Five Pagodas debited in the said Account or same and what part thereof is or is not debited in the Accounts of the said Sowcarpettah Brahmin as having been paid unto

Drake in his life time on Account of the said Annual Sum of Four Thousand Pagodas covenanted to be paid by the said Sowcarpettah Brahmin to the said Sowcarpettah Brahmin to the said Dawsonne Drake in performance of and in Conformity to the said Articles of Agreement before set forth — and whether the said Sowcarpettah Brahmin doth or doth not know or hath or hath not heard by any manner and means and how, that the said Dawsonne Drake did in his life time give Receipts unto the said Sowcarpettah Brahmin for the said Sum of Twelve Thousand Seven hundred and Seventy Five Pagodas or same and what thereof on Account of the said Annual Sum of Four Thousand Pagodas Covenanted by the said Articles of Agreement or otherwise to be paid him by the said Sowcarpettah Brahmin, and that he may produce the said Receipts — and if he should say that he hath not any Receipts of that Nature or discription that he may shew what is became thereof, and on what other Account the said Sum of Twelve Thousand Seven hundred and Seventy Five Pagodas was paid — And that the said Sowcarpettah Brahmin may set forth and discover, whether the Sum of One Thousand and Eight hundred Pagodas at the debit side of the said Account as having been paid to Mr. John Sykes — was or was not so paid him the said John Sykes on Account of three years payment at the rate of Six hundred Pag.s yearly in performance of & in Conformity to

the said Articles of Agreement or any such Account and whether he hath or not heard that the said Sahn Sophes did give Receipts unto the said Sreenugadiah Brauming for the said One Thousand and Eight hundred Pagodas on that Account and that he may produce the same and if he should allege that he hath not any Receipts of that Nature or description that he may shew what is became thereof and on what other Account the said Sum of One Thousand and Eight hundred Pagodas was paid unto the said Sahn Sophes and for what Account Cause or Reason the said Sum of One Thousand and Eight hundred Pagodas was brought to the debit of the Estate of the said Dawsonne Drake and that the said Sreenugadiah Brauming may discover why and for what Cause and Reason the Sum of Twelve Thousand Pagodas Credited in the aforesaid Account to the Dawsonne Drake Dr Pr in the Account Current made up by the said Dawsonne Drake in his Life time and the said Sreenugadiah Brauming, under the date of the Thirty first day of August One Thousand Seven hundred and Eighty on Account of three years payment at the rate of four Thousand Pagodas pr Annum, was or was not also Credited in the said Account Current made up after the death of the said Dawsonne Drake Dr Pr in the Account Current Signed by Alexr Christy and the said Nathaniel Barlow whereby the Estate of the said Dawsonne Drake is brought indebted unto the said Sreenugadiah Brauming in the Sum of Fourteen Thousand five hundred and Seventy Two Pagodas - and that the said Sreenugadiah Brauming may discover whether he hath or not heard or been informed whether the said Sreenugadiah Brauming did or did not some time in the month of September One Thousand Seven hundred and Eighty four, make a demand on the said Nathaniel Barlow as Administrator as aforesaid of a further Sum of One Lack Twenty Thousand Two hundred and fifteen Pagodas - and that he may set forth on what Accounts did the same particularly arise and some what dealings and Transactions between the said Dawsonne Drake and the said Sreenugadiah Brauming - and whether the said Sreenugadiah Brauming did or did not also make up an Account as between him and the said Nathaniel Barlow as Administrator as aforesaid dated the fifth day of September One Thousand Seven hundred and Eighty five aforesaid in manner as is set forth in the Copy of an Account Current marked No 4 whereby the said Dawsonne Drakes Estate is made indebted unto the said Sreenugadiah Brauming in the aforesaid Balance of Fourteen Thousand five hundred and Seventy Two Pagodas - and whether the same is or is not the Balance of the aforesaid fictitious Account No 3 herein before referred to, and also in the Amount of deceased Dawsonne Drakes Bond of the fifth day of September One Thousand Seven hundred and Eighty for the Sum of One Thousand

the said Articles of Agreement or any other Account and whether he doth or not know that the said Sahib Sykes did give Receipts unto the said Tewengadiah Braming for the said One Thousand and Eight hundred Pagodas on that Account and that he may produce the same and if he should allege that he hath not any Receipts of that Nature or Description that he may shew what is became thereof and on what other Account the said Sum of One Thousand and Eight hundred Pagodas was paid unto the said Sahib Sykes and for on that Account Cause or Reason the said Sum of One Thousand and Eight hundred Pagodas was brought to the debit of the Estate of the said Dawsonne Drake and that the said Tewengadiah Braming may discover why and for what Cause and Reason the Sum of Fourteen Thousand Pagodas Credited in the aforesaid Account to the Dawsonne Drake to Wit in the Account Current made up by the said Dawsonne Drake in his Life time and the said Tewengadiah Braming, under the date of the thirty first day of August One Thousand Seven hundred and Eighty an Account of three years Payment at the Rate of four Thousand Pagodas p Annum, was or was not also Credited in the said Account Current made up after the death of the said Dawsonne Drake to Wit in the Account Current Signed by Alexr Christy and the said Nathaniel Barlow whereby the Estate of the said Dawsonne Drake is brought indebted unto the said Tewengadiah Braming in the Sum of Fourteen Thousand five hundred and Seventy two Pagodas - and that the said Stevenson Macleish Braming may discover whether he hath or not heard or been informed whether the said Tewengadiah Braming did or did not come home in the month of September One Thousand Seven hundred and Eighty five, make a demand on the said Nathaniel Barlow as Administrator as aforesaid of a further Sum of One Lack Twenty Thousand five hundred and fifteen Pagodas - And that he may set forth on what Accounts did the same particularly arise and some what dealings and Transactions between the said Dawsonne Drake and the said Tewengadiah Braming - and whether the said Tewengadiah Braming did or did not also make up an Account as between him and the said Nathaniel Barlow as Administrator as aforesaid dated the fifth day of September One Thousand Seven hundred and Eighty five aforesaid in manner as is set forth in the Copy of an Account Current marked No 4 whereby the said Dawsonne Drakes Estate is made indebted unto the said Tewengadiah Braming in the aforesaid Balance of Fourteen Thousand five hundred and Seventy two Pagodas - and whether the same is or is not the Balance of the aforesaid fictitious Account No 3 herein before referred to, and also in the Amount of deceased Dawsonne Drakes Bond of the fifth day of September One Thousand Seven hundred and Eighty for the Sum of One Thousand

and five hundred Pagodas - and whether the Balance thereof was or was not made agreeable to the Estate of the said Dawsonne Drake to Account to the Sum of Twenty five Thousand Seven hundred and fifteen Pagodas and Nine Fanams or what other Sum and whether the Copy of the said Account hereunto annexed is or is not a true Copy from the Original and whether the Original thereof is or is not Signed by and on the behalf of the said Tremangadiah Bramming - and what else the said Stanemainsenaik Bramming may say touching or relating the said Account of Pro. Back Country Nine thousand Two hundred and fifteen Pagodas and the said Account of Twenty five Thousand Seven hundred and fifteen Pagodas and Nine fanams and some other and what Accounts produced by the said Tremangadiah Bramming were or were not fraudulently and Corruptly agreed by and between the said Nathaniel Barlow and the said Tremangadiah Bramming to be laid before Arbitrators as before mentioned - and whether Arbitration Bonds were executed by the said parties the said Nathaniel Barlow and the said Tremangadiah Bramming and in what penalty were the said parties severally bound - and whether the said Arbitrators did or did not proceed thereupon - and whether the Opinion given with their Award - Copy of which is hereunto annexed was or was not the Ground of an Award by them on the day of the date thereof or some other time thereafter and when

said Stanemainsenaik Bramming may set forth and shew whether the said Opinion and Consequent Award were or were not given and made upon the aforesaid petitioners Accounts produced by the said Tremangadiah Bramming or any other and what Accounts or papers, and whether he knows or does in his Conscience believe that the aforesaid Articles of Agreement between the said Dawsonne Drake and the said Tremangadiah Bramming of the aforesaid fifteenth day of February One Thousand Seven hundred and Seventy Seven and Ratified on the first day of August following - and also the Account Current between the said Dawsonne Drake in his life time and the said Tremangadiah Bramming Mutually Signed, under the date of the thirty first day of August One Thousand Seven hundred and Eighty - and whether the Balance was on the first day of the said Month only the Sum of Seven hundred and Seventy Five Pagodas, and the Receipts severally mentioned to have been given by the said Dawsonne Drake for the Account and which the Sums on the debit side of the said Account Current were paid - and also the Account Current made up between the said Estate of the said Dawsonne Drake and the said Tremangadiah Bramming to the thirty first day of May One Thousand Seven hundred and Eighty One - were all or any of them produced by the said Nathaniel Barlow before the said Arbitrators -

and five hundred Pagodas - and whether the Balance thereof was or remained made payment to the Estate of the said Dawsanne Drake to Amount to the Sum of Twenty five Thousand Seven hundred and fifteen Pagodas and Nine Fanams or what other Sum and whether the Copy of the said Account hereunto Annexed is or is not a true Copy from the Original and whether the said Original Book is or is not signed by and in the hand writing of the said Swaminga diah Bramine - and what the said Thamiaiasamiah Bramine may depose whether the said Account of Rice Book Twenty Nine Thousand Two hundred and fifteen Pagodas and the said Account of Twenty five Thousand Seven hundred and fifteen Pagodas and Nine fanams and some other and what Accounts produced by the said Swaminga diah Bramine were or were not fraudulently and Corruptly agreed by and between the said Nathaniel Barlow and the said Swaminga diah Bramine to be laid before Arbitrators as before mentioned - and whether Arbitrations Bonds were executed by the said parties the said Nathaniel Barlow and the said Swaminga diah Bramine and in what penalty were the said parties severally bound - and whether the said Arbitrators did or did not proceed thereupon - and whether the Opinion given with their Award - Copy of which is hereunto annexed was or was not the Grounds of an Award by them on the day of the date thereof or some other time thereafter and when

said Thamiaiasamiah Bramine may depose and whether the said Opinion and Consequent Award were or were not given and made upon the aforesaid fictitious Accounts produced by the said Swaminga diah Bramine or any other and what Accounts or papers, and whether the Answers or each in his Conscience believe that the aforesaid Articles of Agreement between the said Dawsanne Drake and the said Swaminga diah Bramine of the aforesaid fifteenth day of February One Thousand Seven hundred and Seventy Seven and Ratified on the first day of August following - and also the Account Current between the said Dawsanne Drake in his life time and the said Swaminga diah Bramine mutually Signed, under the date of the thirty first day of August One Thousand Seven hundred and Eighty - and whether the Balance was on the first day of the said Month only the Sum of Seven hundred and Seventy five Pagodas, and the Receipts severally mentioned to have been given by the said Dawsanne Drake for the Account and which the Sums are the debit side of the said Account Current were paid - and also the Account Current made up between the said Estate of the said Dawsanne Drake and the said Swaminga diah Bramine to the thirty first day of May One Thousand Seven hundred and Eighty One - were all or any of them produced by the said Nathaniel Barlow before the said Arbitrators -

Order that the said Tiruvengadachi Brahmany may be asked, whether she doth or do she not know, and in her Conscience believe, that of the said Lucas Jaques said Accounts entered in Cuttabooks Sadilly interrogated had been produced before the said Arbitrators, that they would or could in Consequence have given the said Award in favour of the said Tiruvengadachi Brahmany, and also that she may be asked whether the said Tiruvengadachi Brahmany did or did not in her life time To Wit on the Twenty Seventh day of February One Thousand Seven Hundred and Eighty Three, Receive a dividend on the said Bond of the said Dawsanna Drake of the fifth day of September One Thousand Seven Hundred and Eighty, in Consequence of the aforesaid Account Current before referred to, and made up to the Thirty first day of May One Thousand Seven Hundred and Eighty One - and lastly that the said Tiruvengadachi Brahmany may make a full discovery of the Matters wherewith she doth before been interrogated from the Books of Accounts and Reckonings kept by the said Tiruvengadachi Brahmany in her life time, According as the said Matters shall appear therefrom and if she should Allege and say that the said Tiruvengadachi Brahmany did not keep any Books of Account and Reckoning wherefrom the said Several Matters may appear and be discovered, that she may Shew and discover how otherwise she is informed of and acquainted with the Matters by

Same in Answer and discovery declared and set forth, and that she may be decreed to come to a fair Account and reckoning with your Orator as Administrator as aforesaid - and that this Honble Court will also Order and decree that the said Award be Annulled and of no effect as having been illegally and fraudulent procured and obtained - and that the said Tiruvengadachi Brahmany may deliver up unto your Orator as administrator as aforesaid the Bond before recited Bearing date the said Peter Dawsanna unto the said Dawsanna Drake so as first bearing date respectively the Twenty Third and Twenty fifth day of August and the Twenty Sixth day of October all in the year of Our Lord One Thousand Seven hundred and Eighty for the respective penal Sums of Eight Thousand Eight hundred and Seventy four Pagodas Eighteen fanams and Sixty eight Cash Four Thousand and four hundred Pagodas and three Thousand and Seventy Seven Pagodas and fourteen fanams Current Money of Madras and respectively conditioned for the Payment of the several Sums of Four Thousand four hundred and Thirty Seven Pagodas Thirty fanams and Thirty Cash and of Two Thousand and Two hundred Pagodas and One Thousand five hundred and Thirty eight Pagodas and Twenty eight fanams and also the several Sums of Money received thereupon by him the said Tiruvengadachi Brahmany in her life time and also the aforesaid Bond from the said James Taylor and James Call and the said George Savage and Andrew Majendie deceased unto the said

Thousand Seven Hundred and Ninety One Pagodas Two Fanams
and forty Cash Candidatically for the Assignment of the Sums of
Seventeen Thousand Two Hundred and forty four Pagodas Twenty
Six Fanams and Twenty Cash and also the Several Sums of
Money Received thereupon by them the said Seringapatah
Brahmins and that the said Seringapatah Brahmins
may deliver up unto your Orator the Assignment or Assign-
ments of the said Several Bonds if any such be that in
Order that the same may be Cancelled or otherwise Sews
by what legal right or Title he holds and keeps possession
thereof or of any of them, and that this Honble Court would
decree your Orator Such further and other Relief in the premises
as to them may Seem Meet and also all Costs of this Suite

May it please this Honble Court to
Cause the said Seringapatah Brahmins and the Confederate
when discovered to be Summoned and Required by the Sheriffs
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 Ordered 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
10th June 1790
This Bill was Sworn to me in
the days of Adjournment last a
Summons issued Returnable Next
Court Day —

Vinc. Corbett

Wm Dietrich
Attey for Compt.

To
The Honourable Stephen Lynch Dupuis Esquire and Council
of Fort St. George

Seringapatah Brahmins

1778 May 31st	By Sums Received Assignments Granted		
	To Assignment made from 1st August 1778 being Jagheer	4000	"
	To Sums Received 31st Augt 1778 being Jagheer	4000	"
	To Sums Received 31st Augt 1778 being Jagheer	4000	"
	To Sums Received 31st Augt 1778 being Jagheer	4000	"
	By Sums Received 31st Augt 1778 being Jagheer	12000	"
	By Fanams due from ye to the 1st August 1780 being Assignments		
	and Cash	1772	"
	Pagodas	28772	"

Errors Excepted
Fort St. George 31st August 1780
Thos Coxe
Acctt

1778 May	To Cash paid Seringapatah Brahmins the Sum of Pagodas Twenty Eight Thousand Seven Hundred and Seventy Two Fanams Two Cash being the Sum Received by them on Assignments made from 1st August 1778	28772	"
	Money for 6 months Interest from 1st August 1778		
	to 31st January 1779 Agreeable to Agreement	3000	"
1779 Augt 31st	To Cash paid Bullocks Sum made for Seringapatah Brahmins for 6 months Interest from 1st August 1778 to 31st January 1779 being the Sum	3000	"
	Cash paid Seringapatah Brahmins as per Receipt being the Sum	3562	"
1779 May	To Cash paid Seringapatah Brahmins for 6 months Interest from 1st February 1779 to 31st July 1779 being the Sum	1000	"
1780 March 31st	To Cash paid Seringapatah Brahmins as per Receipt being the Sum	1500	"
	Interest for 6 months from 1st August 1779 to 31st January 1780 Agreeable to Agreement		
	To Cash paid Seringapatah Brahmins as per Receipt being the Sum	3500	"
	Cash paid Seringapatah Brahmins for Interest for 6 months from 1st February 1780 to 31st July 1780	3710	"
	Cash paid Seringapatah Brahmins as per Receipt being the Sum	3500	"
	Cash paid Seringapatah Brahmins for Interest for 6 months from 1st August 1780 to 31st January 1781	2310	"
	Pagodas	28772	"

Errors Excepted
Fort St. George 31st August 1780
Thos Coxe
Acctt

No 2.

Mr. Dawsonne Dirkin Esquire Dr.

1778				
Augt.	28	To Cash Lent him upon Simple Note	3000	—
Sept.	16	To Cash Lent him	1000	—
1779	11	To Cash	3562	—
May	11	To Cash	1500	—
1780				
Jany.	10	To Cash Lent him on Mortgage Enclosed	3600	—
		Vide Mtge. Book		
		To Interest on Do Lent him as per Contra		
		Made to 5th. Jany. 1780 as	240	—
		To Cash Lent him as per Contra		
		Do. Interest on Do Lent him as per Contra		
		Do. Cash Lent him as per Note Dated 5th. Jany. 1780		
		Do. Interest on Do to 5th. Jany. 1780		

Errors Excepted

Edinr. 5th. Jany. 1780

Wm. Dawsonne Dirkin

No 3.

Wm. Dawsonne Dirkin Esquire Dr.

1778				
Augt.	28	To Cash Lent him upon Simple Note	3000	—
Sept.	16	To Cash Lent him	1000	—
1779	11	To Cash	3562	—
May	11	To Cash	1500	—
1780				
Jany.	10	To Cash Lent him on Mortgage Enclosed	3600	—
		Vide Mtge. Book		
		To Interest on Do Lent him as per Contra		
		Made to 5th. Jany. 1780 as	240	—
		To Cash Lent him as per Contra		
		Do. Interest on Do Lent him as per Contra		
		Do. Cash Lent him as per Note Dated 5th. Jany. 1780		
		Do. Interest on Do to 5th. Jany. 1780		

1780 Jany. 5th. By Balance due this day £1467 9 2

Errors Excepted

Edinr. 5th. Jany. 1780

Wm. Dawsonne Dirkin

No 4.

Mr. Dawsonne Dirkin Esquire Dr.

1778				
Augt.	28	To Cash Lent him upon Simple Note	3000	—
Sept.	16	To Cash Lent him	1000	—
1779	11	To Cash	3562	—
May	11	To Cash	1500	—
1780				
Jany.	10	To Cash Lent him on Mortgage Enclosed	3600	—
		Vide Mtge. Book		
		To Interest on Do Lent him as per Contra		
		Made to 5th. Jany. 1780 as	240	—
		To Cash Lent him as per Contra		
		Do. Interest on Do Lent him as per Contra		
		Do. Cash Lent him as per Note Dated 5th. Jany. 1780		
		Do. Interest on Do to 5th. Jany. 1780		

1780 Jany. 5th. By Balance due this day £1467 9 2

Errors Excepted

Edinr. 5th. Jany. 1780

Wm. Dawsonne Dirkin

No 55

Nathaniel Barlow Esqr Late Admr of Dawsonne Drake Esqr
Deceased To Sreengadiah Braminy ..... Defr

1780
Sepbr 5th To the Amount of the Account Current of his
own hand Writting due Amounting to - Pags 14572 " "
1780 Sepbr 5th To the Amount of Mr Dawsonne Drakes
Bond with 12 P Cent Interest Pags 1500 " "
Pags 16072 " "

Interest on the above Sum from 5th Sepbr
1780 to 5th Sepbr 1785 being five for
5 years at 12 P Cent being .... Pags 9643 4

Pagodas ... 25715 4

of which a Bond for 7500 dated 29th day of January 1784
true Copy

Wm Dillon Roy
Advp Compt

Fort St. the 22d June 1790

The Plea of Sreenewasaiah Braminy
Administrator of Sreengadiah Braminy
Deceased Defendant to the Bill of
Complaint of Nathaniel Edward Kindersley
Administrator of the Estate and Effects
of Dawsonne Drake Deceased unadminis-
tered by Nathaniel Barlow Deceased

This Defendant by Protestation not Confessing
or Acknowledging allowance of the Matters and Things in the
Complainants said Bill of Complaint contained to be true in
such Manner and forme as the same are thereon and thereby
declared and Setforth for Plea thereunto saith that heretofore
and before the said Complainant exhibited in this Honble Court
to Wit on the Second day of February which was in the year
of Christ One Thousand Seven Hundred and Eighty Eight, this
Defendants Intestate, Sreengadiah Braminy deceased, did exhibit
and file a Bill of Complaint against the now Complainant
and which has been since received by this Defendant to which
Bill the now Complainant did file his Answer, and thereon
on the Twenty fourth day of december in the year of Christ
One Thousand Seven Hundred and Eighty Eight did exhibit and
file his Cross Bill of Complaint in this Honble Court against
this Defendants said Intestate in the said Cross Bill Named
for the same Matters and to the same effect and for the like
Relief and purpose as against this defendant as the now Compl.
doth by his present Bill Setforth to which said Cross Bill
this Defendant did put in his Answer and the then Cross
Complainant thereunto Replied and the said former Cross
Bill is still depending in this Honble Court and the said

Extract from the Minutes of a Court held at the Town Hall on Saturday the 23rd Day of October Anno Domini 1790

Present

James Call Esquire Mayor
William Webb - Josias Dastre Porter
Andrew Ross - John Mitford
Henry Studley Michell - Henry Readhead
and
Benjamin Babcock - Aldermen

Nessrs Aldermen Porter & Readhead being interested go off the Bench

Nathaniel Edward Kindersley Administrator of Dawsonne Drake Deceased Unadministered by Nathaniel Bartow Deceased

VERSUS

Streenevasiah Bramin Administrator of Tirungadiah Bramin Deceased

Bill with Copies of four Exhibits N.o 1, 2, 3, & 4 annexed Read -

Plea Read

The Defendants Plea to the Complainant Bill of Complaint Coming on to be Reheard and Determined this Day in the presence of the Attornies on both Sides, and the Court having had due Consideration thereon doth think fit to Order and doth accordingly Order that the Order of Court made in this Cause on the 28th Ultimo whereby the Defendants Plea was over ruled do Stand Confirmed and that the Defendant do pay the Costs attending the Rehearing of this Matter. -

A true Extract

Filed 25th Octr 1790

To the Honble the Mayors Court at Madraspatnam

Between Vencatauchela Moodeliar of Madras Inhabitant by his Attorney Dennis Brandon of the same place Inhabitant Complainant and Tirooputy Ragoonaudah Chandoo of Triplicane Inhabitant Defendant. -

The Affidavit of Tamapah Moodeliar of Madras Durbash. -

This Deponent maketh Oath and Saith that he well knows Canachingal Streenevasha Iyengar One of the Persons who has Offered himself as Bail for the Defendant in the above Cause and that he has known him for upwards of Four years. This Deponent further Saith that the House he lives in is not his own Property nor has

Cause is yet undetermined and therefore this Defendant do the plead the same in bar to the said now Complainants present Bill and humbly prays the Judgment of this Honble Court whether he should be Compelled to make any further or other Answer thereunto and prays to be hence dismissed with his Costs and Charges in this his behalf most Wrongfully Sustained. -

J. Stuart Webb
Atty for Defendant

Sworn the 21st October 1790

In the Honble the Mayors Court at Madraspatnam

Between Vencatanahalu Moodeliar of Madras Inhabitant by his Attorney Dennis Braddon of the same place Inhabitant Complainant and Seroopaty Ragoonaudah Chardoo of Triplicane Inhabitant Defendant

The Affidavit of Venatasamy Moodelliar of Madras Durbash

This Deponent maketh Oath and saith that he is well acquainted with Carachingal Stanevatha Iyengar One of the Persons who has offered himself Bail for the Defendant in the above Cause and that he has known him for upwards of Ten years he also says that he has made very Diligent enquiry about his Circumstances and as well from his own knowledge as from the enquiries he has made he verily believes the said Carachingal Stanevatha Iyengar is not worth more than One Thousand Pagodas at the utmost This Deponent further saith that the said Carachingal Stanevatha Iyengar is not in any way of Trade but lives on an Allowance he receives from the Honble Company, This Deponent further saith that he has also made diligent enquiry about Chumpanduim Iyengar the other Person who has offered himself

he any other Share or Landed Estate will be surely believed as well from his own Knowledge as from the most Diligent enquiry he could make that his Estate can not be more at the utmost than One Thousand Pagodas This Deponent further maketh Oath and saith that he has also made Diligent enquiry about Chumpanduim Saumy Iyengar the other Person who offered himself for Bail on the above Cause and he finds that the said Chumpanduim Saumy Iyengar is a Servant of the said Carachingal Seemenatha Iyengars and lives with him in his Dwelling House and does not keep any House of his own That Deponent further saith that he has not been able to discover more than he believes that the said Chumpanduim Saumy Iyengar has any Estate exceeding One Hundred and Two Hundred Pagodas at the utmost, the Pay he receives being as this Deponent understand only Two Pagodas a Month.

(Signed) Venatasamy Moodelliar

Sworn Translation as near as can be from the Malabar Language

Ramaswamiedaur

Interpreter

T. Walker
Atty for Compt

himself as Bail in the above Cause and he finds that the said Chimpaukum Sawmy Iyengar is a Servant of the said Camachengal Sriniwasha Iyengar and lives with him in his House and does not keep any House of his own this Deponent further saith that he has not been able to discover nor does he believe that he has any Estate exceeding One Hundred or Two Hundred Pagodas at the Utmost the Pay he receives being as this Deponent understands only Two Pagodas a Month.—

(Signed) Veerasamey Moodelliar

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

Ramjanandam
Interpreter

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 26th Day of October Anno Domini 1790

Present

James Call Esquire Mayor
John Hitsford and James Amos
Aldermen!

Venedachellum Moodelliar by his Attorney Dennis Brandon
vers.
Teroopaty Ragoonadah Charloo

Affidavit of Taunapah Moodelliar and Veerasawmy Moodelliar to prove the insufficiency of Camachengal Sriniwasha Iyengar and Chimpaukam Sawmy Iyengar the Bail offered by the Defendant last Court day Sworn to before Mr. Alderman Webb and filed the 26th Instant Affidavits of Taunapah Moodelliar and Veerasawmy Moodelliar Read. The Court having taken the same into Consideration it is Ordered that the Defendant do put in better Bail. The Attorney for the Defendant offers to the Court Camachengal Sriniwasayah and Gopaulasy as Bail for the Defendant to whom the Opposite Attorney objects as insufficient and prays that he may be Allowed till Thursday Next at 12 o'Clock in the forenoon to enquire into their Sufficiency and that if no Exceptions are filed the Bail then to become absolute upon Justification but that in the meantime that the Defendant do Remain in the Custody of the Sheriff.—

A true Extract

Tuesday the 26th October 1790

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 19th Day of October Anno Domini 1790.

Present

James Call Esquire Mayor

Andrew Ross and Henry Chicheley Michell Aldermen.

Maullayanaruyadee Rama Sawmy Naick by his Attorney Frederick Letherpelle

versus

Arrayay Coatty Naick

Mr. Stephen Popham the Attorney for the Defendant prays leave to decline Acting his Client not having furnished him with either Money or Instructions. Ordered Accordingly unless Cause be Shewn to the Contrary by Next Court day and it is further Ordered That the Attorney do Serve his Client with a Copy of this Minute of which Service Affidavit is to be made. —

A true Extract

G Taylor

Regr.

In the Honble the Mayors Court at Madraspatnam

Between Maullayanaruyadee Rama Sawmy Naick by his Attorney Frederick Letherpelle versus Arrayay Coatty Naick Defendant —

The Affidavit of Thomas Ives One of the Serjeants of this Honble Court —

This Deponent maketh Oath and Saith that he did on the Twenty Third day of this Instant October personally go to the House of the Defendant to Serve him with the Extract written on the other Side but the Defendant was then abroad and this Deponent did in Consequence thereof leave a true Copy of the said Extract at the Defendants said House —

Thos. Ives

Sworn to in Court this 26th Octr. 1790 —

G Taylor

Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 26th. day of October Anno Domini 1790 —

Present

James Call Esquire Mayor
John Milford and James Amos
Aldermen!

Malleyanayadey Rama Sawmy Naick by his Attorney
Frederick Lushington
vrs
Anejay Cooty Naick

Affidavit of Thomas Ives of Service of Notice on the Defendant of Mr. Popham his Attorney praying Leave to decline Acting Sworn to in Court Read and filed this day Ordered that Mr. Stephen Popham be permitted to decline Acting — The Attorney for the Complainant prays that the Defendant may by next Court day Appoint another Attorney to Act for him in the Room of Mr. Stephen Popham Ordered Accordingly. —

A true Extract

Filed the 26th. Oct. 1790

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 5th. day of October Anno Domini 1790 —

Present

Mr. James Call Senior Alderman!
Andrew Ross — John Milford &
James Amos — Aldermen!

Davooboy & Hoosain Said by their Attorney Anthony Pellman
vrs
Cawder Said

The Attorney for the Complainant prays Leave to decline Acting his Client not having furnished him with Instructions to Draw his Replication — Ordered Accordingly unless Cause be Shewn to the Contrary by next Court Day and it is further Ordered that the Attorney do Serve his Client with a Copy of this Minute of which Service Affidavit is to be made. —

A true Extract

G. Taylor
Regr.

In the Honble the Mayors Court at Madraspatnam

Between Davoo boy and Hulsain
Said by their Attorney Anthony Pohlman
Complainant and Cawder Said of Madras
Inhabitant Defendant.

John Scawen One of the Serjeants of this Honble Court
Maketh Oath and Saith that he this Deponent hath made
diligent inquiry for Anthony Pohlman the Complainant above
Named for the purpose of Serving him with a Copy of the
Annexed Order of this Honble Court and this Deponent saith
he hath not been able to find the said Anthony Pohlman
and that the said Anthony Pohlman is not in Madras as this
Deponent Verily believes and this Deponent Saith he has
been credibly informed that the said Anthony Pohlman has gone
to Reside at Hyderabad which is three hundred and Sixty Miles
or thereabouts from Madraspatnam and is out of the Jurisdiction
of this Honble Court which information this Deponent verily
believes to be true.

John Scawen

Sworn to in Court
this 26th day of Octr 1790

C. Taylor
Regr

Filed the 26th Octr 1790

In the Honble the Mayors Court
at Madraspatnam

Between Davoo boy and Hulsain
Said by their Attorney Anthony Pohlman
Complainant Cawder Said.

John White Gentleman One of the Attornies of this Honble
Court Maketh Oath and Saith that he this Deponent did on or
about the Twelfth day of October now Instant Receive a letter
addressed to this Deponent Signed C. J. Douglas Attyfor
Mr Anthony Pohlman above Named and which said C. J. Douglas
is as this Deponent verily believes Charles Joseph Douglas who
now lives and Resides in Stringer Street in Madraspatnam aforesaid
Requiring this Deponent to deliver over all the papers in the
above Cause to Mr Popham One of the Attornies of this Honble
Court and this Deponent saith he did Accordingly on the
Sixteenth day of October aforesaid deliver over the said Papers
to the said Mr Popham and Obtain his Receipt for the same
a power of Attorney from the said Anthony Pohlman to the
said Charles Joseph Douglas being first Shewn and produced
to this Deponent.

John White

Sworn in Court this
26th day of October 1790

C. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 26th. day of October Anno Domini 1790

Present

James Call Esquire Mayor

John Milford and James Amos

Aldermen!

Davooboy and Hoossain Saib by their Attorney Anthony Pohlman

vers

Lauder Saib

Affidavit of John Scarven Stating for the that he has not been able to find Anthony Pohlman mentioned in the Extract from the Minutes of this Court Annexed thereto Sworn to in Court Read and filed this day- Affidavit of John White Late Attorney for the Complainant Sworn to in Court Read and filed this day- Ordered that Mr. John White be permitted to decline Acting.—

A true Extract

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 21st. day of September Anno Domini 1790

Present

Mr. James Call Senior Alderman

William Webb and Andrew Ross

Aldermen.

Vincente Goozman

vers

Tellanaigum Moodelliar, Soobraya Moodeliar, Soobramanega Moodeliar, and Reuben Soobramanega Moodeliar,

Mr. Peter Walker Attorney for the Petitioner Canacavally Moodookistnamah Naick prays that the Respondent may by next Court day Appoint another Attorney to Act for him in the room of Mr. Spencer who is dead Ordered Accordingly—

A true Extract

G. Taylor

Regr.

Filed Octr. 26th 1790

In the Worlle the Mayor's
Court at Madras pattanam

Between Canacavally Moodeen Keshamah
Naick Petitioner and Vincente Goozman Respon-
dent in the Cause of Vincente Goozman
Complainant and Tellanaigum Moodelliar,
Soabarayen Moodelliar Soobramanyan Moodelliar
and Rocken Soabramanyan Moodelliar
Defendants. —

The Affidavit of John Seawen One of the Serjeants
of this Worlle Court. —

This Deponent maketh Oath and Saith that having
been directed by the Attorney for the Petitioner to serve the
Respondent with the Annexed Extract he has made the most
Diligent enquiry throughout the Town of Madras
and cannot find any Person whatever of that Name. This
Deponent further Saith that not being able to find out any
Person of that Name he thereupon used his best endeavors to discover
the last place of Residence of any Person of that Name
but without effect this Deponent not being able to discover
that any Person of that Name ever was or has been lately
resident therein but he was informed that some time since
there were Two Brothers of the Surname of Seawen that

lived at Madras and that One of them was dead and that the
other was gone to Bengal but whether either of them was the
Person abovenamed this Deponent could not discover. —

Sworn to in Court
this 26th Octr 1790

John Seawen

J Taylor
Regr

Extract from the Minutes of a Court Held at the
Town Hall on Tuesday the 26th Day of October Anno
Domini 1790 Present

James Call Esquire Mayor
John Mitford and James Amos
Aldermen

Vincente Goozman
versus
Tellanaigum & others

Affidavit of John Seawen Setting forth that he
has not been able to find the Respondent mentioned in the Extract
from the Minutes of this Court Annexed thereto Sworn to
in Court and filed this day. Ordered that the Matter in
dispute between the Petitioner Canacapally Moodeckistnah
Naick and the Respondent be Set down for hearing. —

A true Extract

Filed in Court the
27th July 1790

To the Honble the Mayors
Court at Madrasspatnam

Humbly Complaining Sheweth unto this
Honble Court your Orator John Clement the Sieur de Normand
Senior Surgeon Major of the French Kings Hospitals in
India at Pondicherry Executor of the last Will and Testament
of John Vital Guyonnet formerly of Madras but late of Pondicherry
Surgeon deceased According to the Laws and Customs of the
French Nation at Pondicherry aforesaid by his Attorney Francis
Lautour of Madras Merchant That Nathaniel Edward Kindersley
of Fort Saint George Esquire Administrator (with the Will
annexed) of all and Singular the Goods Chattels Credits and
Effects of Dawsonne Drake deceased stands justly and truly
indebted unto your Orator as Executor as aforesaid in the full and
just Sum of Seven Thousand five hundred and Sixty Seven Pagodas
Thirty eight fanams and Twenty One Cash Current Money of
Madras making in Sterling Money of Great Britain at the
Rate of Eight Shillings for every Pagoda the Sum of Three Thousand
and Twenty Seven Pounds Three Shillings and Three Pence or thereabouts
as will more fully and at large Appear by Copies of a Translation of
a Notarial Copy of the said Will of the said John Vital Guyonnet
deceased a Bond or Obligation an Account Current and Translation
of a Letter of Attorney thereunto annexed for the Inspection
of this Honble Court and whereunto your Orator

be Admitted as part of this his Bill of Compliant the Originals
whereof are in the Possession of your Orators said Attorney and
Ready to be produced when Required And your Orator by his said
Attorney further Sheweth unto this Honble Court that he hath
frequently and in an Amicable Manner requested Payment from
the said Nathaniel Edward Kindersley as Administrator as aforesaid
of the said Sum of Seven Thousand five hundred and Sixty Seven
Pagodas Thirty eight fanams and Twenty One Cash

But now so it is May it please this Honble
Court that the said Nathaniel Edward Kindersley 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 General Relief such as to this Honble
Court shall appear Agreeable to Equity and good Conscience To
the End therefore that the said Nathaniel Edward Kindersley as
Administrator as aforesaid may upon his Corporal Oath full true
direct and perfect Answer make to all and Singular the Matters and
things herein before Set forth and Alledged as fully truly perfectly
and effectually to all Intents and Purposes as if the same were here
again Repeated and particularly interrogated and that he as Adminis-
trator as aforesaid may be decreed to pay unto your Orator the
aforesaid Sum of Seven Thousand five hundred and Sixty
Seven Pagodas Thirty Eight fanams and Twenty One Cash
with all such Interest as now is or shall hereafter become
due thereon also all Costs of this Suit

Mous

May it Please this Honble Court to Cause —
the said Nathaniel Edward Kindersley as Administrator as-
aforesaid to be Summoned and Required by the Sheriff of Fort
Saint George Town of Madraspatnam and the District thereof
Personally to be and appear before this Honble Court at a certain
time and place to be by this Honble Court prefixed and appointed
then and there to Answer this your Orators Bill of Complaint
and further to stand to and abide by such Order and Decree therein
as to this Honble Court shall seem meet —

Jno Hamilton
Atty for Compl.t

Letter of
Attorney
2d July 1790 -

Before me the undersigned Kings Notary to the Superior
Council at Pondicherry Appeared M. John Hyacinth James De —
Normand Senior Surgeon Major of the Kings Hospitals in
India dwelling in this City in a Cause at the Suit he part thereof
who in the Name and as Executor to the deceased M. John Vital
Gueynette Senior Surgeon Major of the French Hospitals
in India According to his Testament taking by the Notary
of these Letter the Eighteenth of May

Hundred and Eighty four Copy of which in proper Form is hereto
Annexed, hath by these Presents made and Constituted as his Attorney
generally and Especially at Madras Mr. Francis Lavitaux Merchant
who he empowers for him and in his Name to Receive and Receive
from Mr. Nathaniel Kindersley Trustee for the Estate of Dawsonne
Drake the Amount of this Debt Principal and Interest to the —
Deceased Mr. Gueynette from the Executor M. Dawsonne Drake
for all Receipts to give Valid Acquittances and Releases, to give and
Sign to that purpose all Necessary Deeds, On Refusal of Payment
to Use all proceedings force and deligence, to Sue all demands and
Actions at Law, to plead defend Appeal to Chuse a place of dwelling
to Obtain all Judgments Sentences and Decrees to carry them into
execution by Seizure and Sale of all Kinds and to prosecute the
whole until full payment to Substitute give and Require all Releases
and generally &c.a premises &c.a Bonds &c.a

Done and executed at Pondicherry in the Office in the Presence
of Mr.s Jean Benjamin Beaucour Kings Writer and Peter —
Rodrigues Point Antigue Witnesses called and Requested the year
One Thousand Seven Hundred and Ninety the Second July and have
Signed these presents. —

Stiled the Day of delivery
in Indenture

de Normand
L.t Beaucour
Boucher

P. Antigue

Louis Leger Commissary of the Colonies and Director at Pondichery
and Factories thereto depending, President of the Superior Council

of the said Place certify to all whom it may concern that Mr Boucher Kings Notary to the said Superior Council who has Signed the Deed on the other Side is as he titles himself to be, that his Signature is true and that Credit ought to be given thereto in and out of Court — further certify that Stamped Paper or Register are not established in this Colony. In Testimony of which We have Signed these Presents and thereto caused to be Signed by Our Secretary have affixed our Seal.

Given at Our Palace at Pondicherry the Third July One Thousand Seven hundred and Ninety —

(L.S.)

Leger

Author

True Translation

(Signed) H. Dibley

Interpreter

A true Copy

Jno. Hamilton

Atty for Complt

Testament of
18th May 1784 —

Before Me the Undersigned Kings Notary to the Superior Council at Pondicherry was present Mr. John Estat Guyanmet Senior Surgeon Major of the French Hospitals in India dwelling at Pondicherry in a House Situated in French Street Native of Blayes near Bourdeaux being in the said House Sick of Body but Sound of Mind Memory and Understanding as he appeared to the said Notary and to the Subscribed Witnesses who being conscious of death made and dictated this Testament to the said Notary in the manner following the said Testator Nominates Mr. de Normand Surgeon Major of the Kings Hospitals in India his Executor into whose hands he divests himself of all his Goods —

Secondly the Testator Nominates and declares Mr. John Guyanmet his elder Brother Apothecary at Blayes his universal Legatee and in Case of his death he bequeaths his Estate to the two Daughters of the said Mr. John Guyanmet the Testators Neices. The said Testator bequeaths to his Slave Named Diana the Sum of Fifty Star Pagodas and no more and besides gives her her Freedom.

Gives and bequeaths to his Servant named Mathieu the Sum of Fifty Star Pagodas and no more and besides all his wearing Apparel So far as much as it was done and dictated by the said Testator to the said Notary and after that the Contents of these Presents had been Read to them and Repeated by the said Notary he declared that he confirmed the same as being his Act and last Will which he desired to be fulfilled according to the Laws

Revoking all former Testaments and particularly that which he made before the said Undersigned Notary this fourteenth of December last at Pondicherry in the same Clause as the Testament of Messieurs Thelehant Augustin Bernard Belier Colonel of Infantry and Commandant of Artillery in Indies Joseph Julien Bauchez Senior Captain in the Compagnys Marines and Elie Alexandre Baucher at Surveyor of the Roads at Pondicherry all being in this City Witnesses called and Requested thereupon One Thousand Seven hundred and Eighty four the Eighteenth of May at One of the Clock in the Afternoon and have Signed - Thus Signed, Guyanmet Buglos J Baucher, Baucher at Wallier Notary in the Minute of these presents Remaining with the undersigned Notary -

Sealed the same Day

Baucher

Louis Leger Commissary of the Colonies and Director at Pondicherry and Factories thereto depending President of the Superior Council of the said place Certify to all whom it may concern that M. Baucher Junior Notary to the said Superior Council who has Signed the above Deed is as he Qualifies himself to be, that his Signature his true and that Credit ought to be given thereto in and out of Court -

Further Certify that Stamped Paper nor Register are not established in this Colony In Testimony of which We have Signed these Presents and thereto countersigned by our Secretary have affixed Our Seal -

Leger

True Translation

(Signed) [illegible]

above by [illegible]

(29)

Know all Men by these Presents that I Dawsanne Drake Merchant am held and firmly bound unto Doctor Vital Guyonnet in the Penal Sum of Ten Thousand Pagodas to the Payment whereof well and truly to be made to the said Doctor Vital Guyonnet his Executors Administrators or Assigns, I do hereby bind myself my Heirs Executors Administrators firmly by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Fort St George this Twentieth day of March One Thousand Seven hundred and Seventy Eight -

Whereas the above bound Dawsanne Drake has borrowed and Received of the above Named Doctor Vital Guyonnet the the full and just Sum of Five Thousand Pagodas to Run at Interest at the Rate of Nine p Cent p Annum payable there, and the Principal Sum payable there also at the Expiration of Five years from the date hereof and the Interest Annually -

Now the Condition of this Obligation is such that if the above bound Dawsanne Drake his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Doctor Vital Guyonnet his Heirs Executors Administrators or Assigns the full and just Sum of Five Thousand Pagodas at the Expiration of five years 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 Vertue -

(Signed) Dawsanne Drake

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

(Signed) James Johnson
Joseph Ditatavar

revoking all former Testaments and particularly that which he made before the said Undersigned Notary the fourteenth of December last at Pondicherry in the same Place in the presence of Messieurs Thelebert Augustin Reynaud Bolier Colonel of Infantry and Commandant of Artillery in Indies Joseph Julien Bauchez Senior Captain in the Companys Marines and Olier Alexander Baucher at present of the Roads at Pondicherry all living in this City Witnesses called and Requested thereyan One Thousand Seven hundred and Eighty four the Eighteenth of May at One of the Clock in the Afternoon and have Signed— Thus Signed, Gyguenmet Bugles J Bauchez, Baucherat et Wuillier Notary in the Minute of these presents Remaining with the undersigned Notary.—

Sealed the same Day

Bauchez

Louis Leger Commissary of the Colonies and Director at Pondicherry and Factories thereto depending President of the Superior Council of the said place Certify to all whom it may concern that M. Bauchez Senior Notary to the said Superior Council who has Signed the above Deed is as he Publicly himself to be, that his Signature his true and that Credit ought to be given thereto in and out of Court.—

Further Certify that Stamped Paper nor Registers are not established in this Colony In Testimony of which We have Signed these Presents and thereto countersigned by our Secretary have affixed Our Seal.—

Leger

True Translation

(Signed) [illegible]

Know all Men by these Presents that I Dawsanne Drake Merchant am held and firmly bound unto Doctor Vital Gyguenmet in the Penal Sum of Five Thousand Pagodas to the Payment whereof well and truly to be made to the said Doctor Vital Gyguenmet his Executors Administrators or Assigns, I do hereby bind myself my Heirs Executors Administrators firmly by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Fort St George this Twentieth day of March One Thousand Seven hundred and Seventy Eight.—

Whereas the above bound Dawsanne Drake has borrowed and Received of the above Named Doctor Vital Gyguenmet the the full and just Sum of Five Thousand Pagodas to Run at Interest at the Rate of Nine p Cent p Annum payable here, and the Principal Sum payable here also at the Expiration of Five years from the date hereof and the Interest Annually.—

Now the Condition of this Obligation is such that if the above bound Dawsanne Drake his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Doctor Vital Gyguenmet his Heirs Executors Administrators or Assigns the full and just Sum of Five Thousand Pagodas at the Expiration of five years 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) Dawsanne Drake

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

(Signed) { James Johnson
Joseph Ditatavar

Memorandum the claim of Four hundred and fifty Pounds Star Sterl.g for the Interest of One year Arrears the Claim is Made

(Signed) Dr. Lauterbourg

Received the Sum of Four hundred and fifty Pounds Star Sterl.g for the Interest of the last year Arrears the Claim is Made

(Signed) Dr. Lauterbourg

Memorandum the Claim of Dr. Lauterbourg Executor to Estate Dr. Guyanner Fort George 27th February 1793

(Signed) Dr. Lauterbourg

True Copy
Jno. Hamilton
Attf for Compt

Dr. Nathaniel Edwd. Kindersley Esqr. as Administrator to the Estate of Dawsonne Drake Jun.r
Account Current with Franc.s Lauterbourg as Attorney for Mr. by Assn. the Jacques de Normand Executor to the Estate of Doctor Vidal Guyanner Deceased — Cr.

1778					1779				
March	20th	To Amount of Mr. Drake's Bond to Doctor Vidal Guyanner dated this Day and payable in 5 years		5000	April	2.	By Cash Received for 1 years Interest	450	.. ..
					80 April	3.	By Do. . . . . 1 . . Do	450	.. ..
								900	.. .
1790					83 Febry	27.	By Cash Received in part of Principals as p Receipt	1250	.. .
July	19	To Interest on Pay.t 5000 from 20th March 78 to this date, 12 years 3 Months and 29 Days @ 9 p Cent p Annm		5549 7 38	90 July	19	By Interest on Pay.t 1250 from 27th Febry 83 to this Day 7. 4. 22. @ 9 p Cent p Annm	831	11 17
								2981	11 17
							By Balance due of this date	7567	38 21
		Pay.t		10549 7 38			Pay.t	10549	7 38

Fort St. George 19th July 1790
Errors & Omissions Excepted
(Signed) Fr. Lauterbourg

True Copy
Jno. Hamilton
Attf for Compt

Received the Sum of Four hundred and fifty Star Pags for the Interest of One year Madras the Second April 79-

(Signed) V. Guyonnet

Received the Sum of four hundred and fifty Star Pags for the Interest of the last year Madras the third day of April 1780

(Signed) V. Guyonnet

Received on Account the Sum of One Thousand Five hundred fifty Star Pags Madras 27th February 1783.

(Signed) V. Guyonnet

Attorney Copy
Jno Hamilton
Attny for Compt

D^r. The Estate of Daniel Dulat Guyonnet Deceas^d. To Nathaniel Edw^d Kindersley Esq^r as Administrator to the Estate of Lausanne Drake Esq^r Deceas^d by Account Current with Lausanne Drake Esq^r Attorney for Mr. Jacques de Normandie Executor to the Estate of Daniel Dulat Guyonnet Deceas^d

1778 March	20	To Amount of Mr. Drake's Bond & Int.					
		Dulat Guyonnet's Note & Int. Due 20th March		5000			
		2 years					
1780 April	19	To Interest on Pags 5000 from 20th March 78					
		to this date 1 year 1 month & 29 Days				5549	38
		9 P Cent P Annum					
		Pags				10549	38

		450			
		450			
		900			
		18 50			
By Cash Received for 1 year Interest			884	11	1/2
By Cash Rec^d on Account of Principal			2000	11	1/2
By Balance due of this date			7567	38	2/3
Pags			10549	7	58

1779 April 2 By Cash Rec^d on Account of Principal 2000 11 1/2
80 April 3 By Cash Rec^d on Account of Principal 2000 11 1/2
83 May 27 By Cash Rec^d on Account of Principal 2000 11 1/2
90 July 19 By Cash Rec^d on Account of Principal 1567 38 2/3
July 19 By Balance due of this date 7567 38 2/3
Pags 10549 7 58

Int^l Pags 5549 7 38

Errors & Omissions Excepted
Jno Hamilton
Attorney for Compt

Atty for Compt

Filed 31st Augt 1790

The Answer of Nathaniel Edward Kindersley of Fort St George Esqr Administrator with the Will annexed of all and Singular the Goods Chattels Credits and Effects of Dawsonne Drake Deceased and Administered by Nathaniel Pearkes deceased to the Bill of Complaint of John Siguenthe Jacques De Normand Senior Surgeon Major of the French Kings Hospitals in India at Pondicherry Executor of the last Will and Testament of John Vidal Lieutenant formerly of Madras but last of Pondicherry Surgeon deceased According to the Laws and Customs of the French Settlements at Pondicherry aforesaid by his Attorny Francis Lawlor of Fort St George Merchant.

This Defendant now and at all times hereafter saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is Advised it Material for him to make Answer unto, he this Defendant Answereth and Saith, That he doth not know that the said Complainant is Executor of the last Will and Testament of the Testator John Vidal Lieutenant and that this Defendant doth also Admit that the

the Sd. time execute unto the said Testator the Bond or Obligation Copy whereof is annexed unto the said Complainants Bill and this Defendant Saith, that he doth not deny that the Estate of the said Dawsonne Drake is Indebted unto the Estate of the said Testator in the Balance of the Account thereunto annexed unto his said Bill, So That the Sum of Seven Thousand five Hundred and Sixty Seven Pagodas Thirty Eight fanams and Twenty One Cash, and this Defendant saith that he would as Administrator of the said Estate as aforesaid have paid off and discharged the said Sum to the said Complainant But for that there are Sundry other very large demands upon the Estate of the said Dawsonne Drake upon Bond, which have equal Claim to Payment, and because there are Suits now depending in this Honble Court against this Defendant founded on Bond, the Issues of which being Still uncertain, this Defendant is advised that he would not be justified in giving a preference to any Creditor of the Estate on Bond in equal Degree. This Defendant therefore Refers to the Judgment of this Honble Court whether the Complainant ought to have a Decree for the Payment of the said Sum Sued for in preference to other Creditors who have Suits depending in this Honble Court. All which Matters and things this Defendt is Ready and willing to aver maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully

"Nath.l E. Kindersley
admr to D. Drake dec.d

Mayors Court at
Madraspatnam

Saturday the 30th Day of Oct.
Anno Domini 1790

Present

James Call Esquire Mayor
Andrew Ross and Benjamin Roebuck
Esquires Aldermen

Between John Pierre de Suremain de Normand Senior Surgeon Major of the French Hospitals in India at Pondicherry Executor of the last Will and Testament of John Vidal Esquire formerly of Madras but last of Pondicherry Surgeon deceased according to the laws and Customs of the French Nation at Pondicherry aforesaid by his Attorney Francis Lautem of Madras Merchant Complainant
and Nathaniel Edward Kindersley of Fort Saint George Esquire Administrator (with the Will Annexed) of all and Singular the Goods Chattels Credits and Effects of Dawsonne Drake Deceased Defendant —

This Cause coming on to be heard and debated the Sides are Reading the Complainants Bill with Copies of the Translation of a Notarial Copy of a Will a Bond or Obligation an Account Current and Translation of a Letter of Attorney annexed The Defendants Answer 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 out of the Estate and Effects of Dawsonne Drake Deceased the full and Just Sum of Seven Thousand Five Hundred and Sixty Seven Pagodas Thirty Eight Fanams and Twenty One Each (Pagodas 7567. 38. 21) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit —

By Curr

Filed the 31st July 1790

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Shewn unto this Honble Court your Orators Florentinus Wynch William Wynch and Edward Watts Surviving Executors Named in the last Will of Alexander Wynch Esquire formerly Governor of Fort Saint George Deceased William Smyth Esqr the other Executor therein named

Mayors Court at
Madraspatnam

Saturday the 30th Day of Oct.
Anno Domini 1790

Present

James Call Esquire Mayor
Andrew Ross and Benjamin Roebuck
Esquires Aldermen

Between John Pierre de Suremain de Normand Senior Surgeon Major of the French Hospitals in India at Pondicherry Executor of the last Will and Testament of John Vidal Esquire formerly of Madras but last of Pondicherry Surgeon deceased according to the laws and Customs of the French Nation at Pondicherry aforesaid by his Attorney Francis Lautem of Madras Merchant Complainant
and Nathaniel Edward Kindersley of Fort Saint George Esquire Administrator (with the Will Annexed) of all and Singular the Goods Chattels Credits and Effects of Dawsonne Drake Deceased Defendant —

This Cause coming on to be heard and debated the Sides are Reading the Complainants Bill with Copies of the Translation of a Notarial Copy of a Will a Bond or Obligation an Account Current and Translation of a Letter of Attorney annexed The Defendants Answer 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 out of the Estate and Effects of Dawsonne Drake Deceased the full and Just Sum of Seven Thousand Five Hundred and Sixty Seven Pagodas Thirty Eight Fanams and Twenty One Each (Pagodas 7567. 38. 21) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit —

By Curr

Filed the 31st July 1790

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Shewn unto this Honble Court your Orators Florentinus Wynch William Wynch and Edward Watts Surviving Executors Named in the last Will of Alexander Wynch Esquire formerly Governor of Fort Saint George Deceased William Smyth Esqr the other Executor therein named

being Since deceased by their Attorney the said William Wynch by his Attorney John Wynch of Fort Saint George Esquire that Nathaniel Edward Lindersley of Fort Saint George Esquire Administrator of the Estate and Effects of Dawsonne Drake late also of Fort Saint George Esquire deceased unadministered by Nathaniel Bardaw Esquire deceased Stands indebted unto your Orators in the full and just Sum of One Thousand and five Pagodas Thirty Three fanams and Sixty Seven Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Four Hundred and Two Pounds Six Shillings and four Pence or Thereabouts as will more fully and at large Appear by the Copy of an Account Current hereunto annexed for the Inspection of this Honble Court and prayed by your Orator to be taken as part of this your Orators Bill of Complaint the Original being in your Orators Possession and Ready to be produced to this Honble Court when Required And your Orators further Shew unto this Honble Court that they have frequently and in a friendly manner by their Attorney as aforesaid Requested the Payment of the said Sum of One Thousand and five Pagodas Thirty Three fanams and Sixty Seven Cash.—

But now so it is and may it please this Honble Court the said Nathaniel Edward Lindersley obstinately and Wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orators pray a general Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Nathaniel Edward Lindersley may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and Things herein before Set forth and Alledged as fully truely and effectually to all Intents and Purposes as if the same were here again Repeated and particularly interrogated and that the said Nathaniel Edward Lindersley may particularly Set forth whether he doth not know from the Books of the Estate of the said Dawsonne Drake that he hath borrowed from the said Alexander Wynch the Sum of Ten Thousand Star Pagodas at the Time mentioned in the Account thereunto annexed and whether or no an Account Settled between Morgan Williams and William Jackson Esquires as Attornies of the said Nathaniel Bardaw Esquire on the Fifteenth Day of January which was in the year of Our Lord One Thousand Seven Hundred and Eighty Two there was not due unto your Orator for Account of the said Alexander Wynch the Sum of Eleven Thousand Two Hundred and forty Six Pagodas Twenty five fanams and fifty Seven Cash and whether your Orator did not Receive at that time the Sum of Ten Thousand Seven Hundred and fifty Pagodas and whether there did not Remain due the Sum of Four Hundred and Ninety Six Pagodas Twenty five fanams and fifty Seven Cash and whether such Sum with the legal Interest thereon upto this

being Since deceased by their Attorney the said William Wynch by his Attorney John Wynch of Fort Saint George Esquire that Nathaniel Edward Kindersley of Fort Saint George Esquire Administrator of the Estate and Effects of Dawsonne Drake late also of Fort Saint George Esquire deceased unadministered by Nathaniel Bardaw Esquire deceased Stands indebted unto your Orators in the full and Just Sum of One Thousand and five Pagodas Thirty Three fanams and Sixty Seven Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings per every Pagoda the Sum of Four Hundred and Two Pounds Six Shillings and four Pence or thereabouts as will more fully and at Large Appear by the Copy of an Account Current thereunto annexed for the Inspection of this Honble Court and prayed by your Orator to be taken as part of this your Orators Bill of Complaint the Original being in your Orators Possession and Ready to be produced to this Honble Court when Required And your Orators further Shew unto this Honble Court that they have frequently and in a friendly manner by their Attorney as aforesaid Requested the Payment of the said Sum of One Thousand and five Pagodas Thirty Three fanams and Sixty Seven Cash.—

But now so it is and may it please this Honble Court the said Nathaniel Edward Kindersley obstinately and Wilfully Refuses to pay the same or to give your Orator any

Manner of Satisfaction touching the Premises your Orators pray a general Relief such as to this Honble Court shall appear agreable to Equity and good Conscience & to the End therefore that the said Nathaniel Edward Kindersley may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before Set forth and Alleged as fully truely and effectually to all Intents and Purposes as if the same were here again Repeated and particularly interrogated and that the said Nathaniel Edward Kindersley may particularly Set forth whether he doth not know from the Books of the Estate of the said Dawsonne Drake that he hath borrowed from the said Alexander Wynch the Sum of Ten Thousand Star Pagodas at the Time mentioned in the Account thereunto annexed and whether an an Account Settled between Morgan Williams and William Jackson Esquires as Attornies of the said Nathaniel Bardaw Esquire on the fifteenth Day of January which was in the year of Our Lord One Thousand Seven Hundred and Eighty Two there was not due unto your Orator for Account of the said Alexander Wynch the Sum of Eleven Thousand Two Hundred and forty Six Pagodas Twenty five fanams and fifty Seven Cash and whether your Orator did not Receive at that time the Sum of Ten Thousand Seven Hundred and fifty Pagodas and whether there did not Remain due the Sum of Four Hundred and Ninety Six Pagodas Twenty five fanams and fifty Seven Cash and whether such Sum with the legal Interest thereon upto this

and Estate of the Honble and late Governor Pitt deceased and also of Lewis Boddam and Frederick Maitland Esqrs late Members of Council at Fort St. George and Executors of the last Will and Testament of the said Francis Fraser Esqr deceased

And the said Alexander Wynch for himself his Heirs Executors and Administrators doth hereby Covenant Promise and Agree to and with the said Robert Pitt and Lewis Boddam and Frederick Maitland and every of them their and every of their Executors Administrators and Assigns by these Presents in manner following that is to say That he the said Alexander Wynch his Executors or Administrators shall and will pay or cause to be paid unto the said Robert Pitt Lewis Boddam and Frederick Maitland or to their Executors Administrators or Assigns or to some of them the Sum of Five Thousand Pagodas of Current Coin of the Coast of Coromandel at or upon the Days and Times and in manner following that is to say the Sum of One Thousand Pagodas on the first day of January which will be in the Year of our Lord One Thousand Seven Hundred and Ninety two and the Sum of One Thousand Pagodas on the first day of January which will be in the Year of our Lord One Thousand Seven Hundred and Ninety three and the Sum of One Thousand Pagodas on the first day of January which will be in the Year of our Lord One Thousand Seven Hundred and Ninety four and the Sum of One Thousand Pagodas on the first day of January which will be in the Year of our Lord One Thousand Seven Hundred and Ninety five and the Sum of One Thousand Pagodas on the first day of January which will be in the Year of our Lord One Thousand Seven Hundred and Ninety six and the Sum of Interest at the Rate of Twelve Pagodas per Cent per Annum on the Sum of Five Thousand Pagodas from the first day of January One Thousand Seven Hundred and Ninety two aforesaid to the Time of the Payment of the Principal Sum of Five Thousand Pagodas and the Interest thereof as aforesaid And it is thereby Agreed and Declared by and between the Parties to these Presents that the Interest of the Sum of Five Thousand Pagodas shall be paid by the said Alexander Wynch his Executors or Administrators unto the said Robert Pitt Lewis Boddam and Frederick Maitland or to their Executors Administrators or Assigns or to some of them annually from the Date of the said Bond or Writing Obligatory until the Principal Sum of Five Thousand Pagodas shall be paid and discharged as aforesaid And it is thereby further Agreed and Declared by and between the Parties to these Presents that the said Alexander Wynch his Executors or Administrators shall and will from time to time and at all times hereafter save defend keep harmless and indemnified the said Robert Pitt Lewis Boddam and Frederick Maitland their Executors Administrators and Assigns and every of them and their and every of their Goods and Chattels of and from all and all manner of Action and Actions Suits Bills Bonds Specialties Judgments Executions Extents Claims and Demands whatsoever which shall or may be had made brought or prosecuted against them or any of them for or by reason or on account of the said Bond or Writing Obligatory or any Matter or Thing therein contained And it is thereby further Agreed and Declared by and between the Parties to these Presents that the said Alexander Wynch his Executors or Administrators shall and will pay and discharge all Costs and Charges which shall or may be incurred by the said Robert Pitt Lewis Boddam and Frederick Maitland their Executors Administrators or Assigns or any of them in defending themselves against any Action or Actions Suit or Suits Bill or Bills Complaint or Complaints to be made or exhibited against them or any of them touching the Premises or any Part thereof And also shall and will pay and discharge all Costs and Charges which shall or may be incurred by the said Robert Pitt Lewis Boddam and Frederick Maitland their Executors Administrators or Assigns or any of them in prosecuting any Action or Actions Suit or Suits against the said Alexander Wynch his Executors or Administrators for the Recovery of the Premises or any Part thereof And it is thereby further Agreed and Declared by and between the Parties to these Presents that the said Alexander Wynch his Executors or Administrators shall and will from time to time and at all times hereafter save defend keep harmless and indemnified the said Robert Pitt Lewis Boddam and Frederick Maitland their Executors Administrators and Assigns and every of them and their and every of their Goods and Chattels of and from all and all manner of Action and Actions Suits Bills Bonds Specialties Judgments Executions Extents Claims and Demands whatsoever which shall or may be had made brought or prosecuted against them or any of them for or by reason or on account of the said Bond or Writing Obligatory or any Matter or Thing therein contained And it is thereby further Agreed and Declared by and between the Parties to these Presents that the said Alexander Wynch his Executors or Administrators shall and will pay and discharge all Costs and Charges which shall or may be incurred by the said Robert Pitt Lewis Boddam and Frederick Maitland their Executors Administrators or Assigns or any of them in defending themselves against any Action or Actions Suit or Suits Bill or Bills Complaint or Complaints to be made or exhibited against them or any of them touching the Premises or any Part thereof And also shall and will pay and discharge all Costs and Charges which shall or may be incurred by the said Robert Pitt Lewis Boddam and Frederick Maitland their Executors Administrators or Assigns or any of them in prosecuting any Action or Actions Suit or Suits against the said Alexander Wynch his Executors or Administrators for the Recovery of the Premises or any Part thereof And it is thereby further Agreed and Declared by and between the Parties to these Presents that the said Alexander Wynch his Executors or Administrators shall and will from time to time and at all times hereafter save defend keep harmless and indemnified the said Robert Pitt Lewis Boddam and Frederick Maitland their Executors Administrators and Assigns and every of them and their and every of their Goods and Chattels of and from all and all manner of Action and Actions Suits Bills Bonds Specialties Judgments Executions Extents Claims and Demands whatsoever which shall or may be had made brought or prosecuted against them or any of them for or by reason or on account of the said Bond or Writing Obligatory or any Matter or Thing therein contained And it is thereby further Agreed and Declared by and between the Parties to these Presents that the said Alexander Wynch his Executors or Administrators shall and will pay and discharge all Costs and Charges which shall or may be incurred by the said Robert Pitt Lewis Boddam and Frederick Maitland their Executors Administrators or Assigns or any of them in defending themselves against any Action or Actions Suit or Suits Bill or Bills Complaint or Complaints to be made or exhibited against them or any of them touching the Premises or any Part thereof And also shall and will pay and discharge all Costs and Charges which shall or may be incurred by the said Robert Pitt Lewis Boddam and Frederick Maitland their Executors Administrators or Assigns or any of them in prosecuting any Action or Actions Suit or Suits against the said Alexander Wynch his Executors or Administrators for the Recovery of the Premises or any Part thereof

In Testimony whereof the said Parties to these Presents have hereunto set their Hands and Seals the Day and Year first above written

Alexander Wynch

Signed Sealed and Delivered by the above named Alexander Wynch in the Presence of us

Wm. Hornby

Thos. Graham

Dr. The Estate of Dawsonne Drake Esqr. Deceased in Acct. with Alexander Wynch Esqr. deceased Cr.

1792 January	15th	To Balance of the Account Current on Account of your Bond of the 16th of Sept. 1780 for 11,000 Pags.		496	25	57	1790 July	31st	By Balance	1005 33 67
1790 July	31st	To Interest on Ditto from 15th Jany 1792 to this day is 6 mos 6 D. 16 D. @ 12 P.Ct. p Ann.		509	8	10				
		Pagodas		1005	33	67			Pagodas	1005 33 67

Madras 31st July 1790

Errors Excepted

p. John Wynch

Attys to the Exrs of Alexr Wynch Esqr deceased

a true Copy

Bosham

Filed 31st Augt 1790

The Answer of Nathaniel Edward Hindersley of Fort St. George Esquire Administrator with the Will annexed of all and Singular the Goods Chattels Credits and Effects of Dawsonne Drake Deceased Unadministered by Nathaniel Barlow Deceased to the Bill of Complaint of Thomasina Wynch William Wynch and Edward White Surviving Executors Named in the last Will and Testament of Alexander Wynch Esquire formerly Governor of Fort St. George Deceased by their Attorney the said William Wynch by his Attorney John Wynch of Fort St. George Esquire

This Defendant now and at all times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Errors uncertainties 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 for him to make Answer unto he this Defendant Answereth and Saith That he believes that the said Complainants are the Surviving Executors Named in the last Will and Testament of the said Testator Alexander Wynch and this Defendant doth also Admit that the said Dawsonne Drake did in his life time execute unto the Testator the Bond or Obligation Referred to in the Accounts Current annexed to the

Bill of Complaint and this Defendant Saith that he doth not deny that the Estate of the said Dawsonne Drake is indebted unto the Estate of the said Testator in the Balance of the said Account Current, to Wit in the Sum of One Thousand and Five Pagodas Thirty three fanams and Sixty Seven Cash and this Defendant Saith that he would as Administrator of the said Estate as aforesaid have paid off and discharged the said Sum to the said Complainant, But for that there are Sundry other very large demands upon the Estate of the said Dawsonne Drake upon Bond, which have equal Claim to Payment, and because there are Suits now depending in this Honble Court against this Defendant founded on Bond, the Issue of which being Still uncertain this Defendant is advised that he would not be justified in giving a preference to any Creditor of the Estate on Bond in equal Degree this Defendant therefore refers to the Judgment of this Honble Court whether the Complainant ought to have a Decree for the Payment of the said Sum Sued for in preference to other Creditors who have Suits depending in this Honble Court

All which Matters and Things this Defendant is Ready and Willing to Aver Maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained

Sworn to by Commission
at Vellore the 15th Octr 1790

G. Taylor
Dept.

N. Edwd Hindersley
Admr. to D. Drake's Estate dec.

Hy Dibley
Attg Deft

Mayors Court at Madraspatnam

Saturday the 30th Day of Octr. Anno Domini 1790

Present

James Call Esquire Mayor

Andrew Ross and Benjamin Roebuck Aldermen

Between Dorothea Reynolds William Reynolds and Edward Hall Executors named in the last Will of Alexander Reynolds Esquire formerly Governor of Fort Saint George deceased William Langhorne Esquire the other Executor therein named being Since deceased by their Attorney the said William Reynolds by his Attorney John Reynolds of Fort Saint George Esquire Complainants and Nathaniel Edward Kindersley of Fort Saint George Esquire Administrator of the Estate and Effects of Dawsonne Drake late also of Fort Saint George Esquire deceased unadministered by Nathaniel Bardaw Esquire deceased Defendant.

This Cause coming on to be Heard and debated this Day in the presence of the Attornies on both Sides on Reading the Complainants Bill written

The Defendants Answer, 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 out of the Estate and Effects of Dawsonne Drake Decased the full and just Sum of One Thousand and five Pagodas Thirty three fanams and Sixty Seven Cash / Pagodas 1005. 33. 67 / together with all such Interest as now is or Shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Entd the 5th June 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Vencatarawmy of Madras Inhabitant that Timmyla-poor Annaia Naikan of the same Place Inhabitant Stands Justly and Truely indebted unto your Orator in the full and just Sum of One Hundred and Seven Star Pagodas Thirty 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 Forty Three Pounds One Shilling and Six Pence or thereabouts as does more Particularly and at large Appear by the Copies of an Account Current and Translation of a Mortgage Bond thereunto

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 your Orators Possession and Ready to be Produced when ever this Honble Shall Require and your Orator further Sheweth unto this Honble Court that he hath frequently, and in an Amicable Manner Requested Payment of the said Sum of One hundred and Seven Star Pagodas Thirty fanams and Seventy Cash from the said Trumplaypoor Ammia Naikan

But now so it is May it Please this Honble Court the said Trumplaypoor Ammia Naikan 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 Generall Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Trumplaypoor Ammia Naikan 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 Severally Interrogated and that he may be Decreed to Pay unto your Orator the aforesaid Sum of One Hundred and Seven Star Pagodas Thirty fanams and Seventy Cash with all such Interest as now is or Shall hereafter become due thereon also all Costs of this Suit—

May it Please this Honble Court to Cause the said Trumplaypoor Ammia Naikan to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and the districts thereof &c. to be and

Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court Shall Seem Meet—

P. Walker
Atty for Compt.

Fort Saint George
5th June 1790

This Bill was Shewn to me
in the days of Adjournment
let a Summon issue Returnable
Next Court day — Vin.t Corbett Mayor

D.r Trumplaypoor Ammia Naikan in Acct Current with Venkatasawmy &c.

1790				1790			
April	11th	To Amount of your Mortgage Bond of this date	106.	May	29th	By Balance due to me	107.30.70
May	29th	To Interest on ditto to this day being 1 Month and 18 days at 12 ℔ Cent ℔ Annum	1.30.70				
		Star Pagodas	107.30.70			Star Pagodas	107.30.70

Fort St. George
29th May 1790
E. E. ℔

a True Copy
P. Walker
atty for Compt.

Translation of a Mortgage Bond dated 4th Chittra of Sarvadarana year answering to Anno Domini 14th April 1790

I Irumpanpoor Annia Naikan of Madras do give this Mortgage Bond to Venkatasawmy Son of Tyllamonay of the same Place— That is to Say—

In Consequence of my Urgent Occasions I have this day borrowed and Received of you the Sum of ₹/100/ One Hundred and Six Star Pagodas Current Money of Madras on the Mortgage of the Chaultry Paper Bill of Sale of my House which Sum I do thereby engage to Repay you with all Such Interest as Shall or may become due thereon at the Rate of 12 ₹ Cent ₹ Annum in four Different times Commencing from this Months Dgt In the Month of April Pagodas 25 in the Month of May Pags 25. In June Pags 31. In July 25 Pags Indefault of One of these Payments According to the Same mentioned in the Bond from the time it was drawn you are hereby empowered to prosecute in the Honble the Mayor's Court and Recover your Principal Money Aforesaid One Hundred and Six Pagodas with the Interest due thereon by disposing the said Premises Thus I Annia Naikan have given this Mortgage Bond to Venkatasawmy with my free will and consent Witnesses Saunapilla and Cuttimoodoo Veerasawmy Pillah by their Knowledge this Mortgage Bond was drawn by Soobramenya Vaitiyar—

Witnesses Signed
Saunapan
Veeraswamy

(Signed) Annia

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

Ranganaiden

Anno 1790

Mayors Court at Madraspatnam } Tuesday the 2nd Day of November Anno Domini 1790

Present

James Call Esquire Mayor
William Webb and Andrew Ross
Aldermen

Between Venkatasawmy of Madras Inhabitant Complainant and Irumpanpoor Annia Naikan of the same place Inhabitant Defendant—

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Shall pay unto the Complainant the full and just Sum of One Hundred and Seven Star Pags Thirty fanams and Seventy Cash / Star Pags 107. 30. 70. / Together with all Such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit—

J Call

Filed 30th Octr 1790

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator John Christian Ringel of Tranquebar Esquire by his Attornies Henry Ashtishley Michel James Innes and Laurence Bowden of Fort St George Merchants and Copartners That Thomas Bell and Philip Bochm of Madras Merchants stands indebted unto your Orator in the full and just Sum of Three Thousand Seven hundred and Ninety One Pagodas Thirty three fanams and fifty five Cash Current money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Thousand five hundred and Seaven Pounds fourteen Shillings and Six pence or thereabouts as will more fully and at large appear by the Copies of a Bond and of a Warrant of Attorney to confess Judgment as also of an Account hereunto Annexed for the Inspection of this Honble Court and prayed by your Orator to be taken as Part of this his Bill of Complaint the Originals whereof are in the Possession of your Orators said Attornies 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 Three Thousand Seven hundred and Ninety One Pagodas Thirty three fanams and fifty five Cash

But now so it is and may it please this Honble Court the said Thomas Bell and Philip Bochm Obstinately and wilfully Refuse to pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator prays a general Relief such as to this Honble Court Shall appear Agreable to Equity and good Conscience To the End therefore that the said Thomas Bell and Philip Bochm may upon their Corporal Oaths full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and effectually to all Intents and Purposes as if the same were here again Repeated and particularly interrogated and that they may be decreed to pay unto your Orator the aforesaid Sum of Three Thousand Seven hundred and Ninety One Pagodas Thirty three fanams and fifty five Cash with all such Interest as now is or Shall hereafter become due thereon also Costs of this Suit

May it Please this Honble Court to cause the said Thomas Bell and Philip Bochm 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

Lopham
Atty for Complainant

30th Octr 1790
This Bill was Shewn to me
between the days of Adjournment
Let a Summons Issue Returnable
Next Court day — J. Call
Mayor

Know all Men by these Presents, that We Thomas Bell &
Philip Bochm of Madras Merchants are held and firmly bound
unto John Christian Pringel Esquire of Tranquebar in the Dual
Sum of Six Thousand Eight Hundred and Ninety Six Star Pagodas,
Eleven fanams and Fifty Cash to the payment whereof well and
truly to be made to the said John Christian Pringel his Heirs
Executors, administrators or Assigns We do thereby 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 Twenty Ninth Day of December in the year
One Thousand Seven Hundred and Eighty Nine.

Sta. Pagodas
6896. 11 50.
3448. 5. 65.

Whereas the above bounden Thomas Bell & Philip Bochm hath
borrowed and received of the above Named John Christian Pringel the
full and just Sum of Three Thousand four Hundred and Forty Eight
Star Pagodas five fanams and Sixty five Cash / Sta. Pags 3448. 5. 65. /
to Run at Interest at the Rate of Twelve (12) / per Cent per Annum
Payable on Demand.

Now the Condition of this Obligation is such that if the above bounden
Thomas Bell & Philip Bochm their Heirs, Executors, Administrators
or Assigns shall well and truly pay or cause to be paid unto
John Christian Pringel his Heirs executors, Administrators or Assigns,
the full and just Sum of Three Thousand four Hundred and forty eight
Star Pagodas 5 fanams 65 Cash together with such Interest as shall
or may become due thereupon, Then this Obligation to be void and
of no Effect, otherwise to continue in full force and Virtue.

Signed Sealed and delivered
in the presence of
Andrew Amos
Thomas Stephens

Thos.d Bell (L.S.)
Philip Bochm (L.S.)

To. Messieurs Stephen Popham Henry Dundas
and George Chalmers Attornies, of the Humble the Mayors Court
at Madras aforesaid, or to any other Attorney of the said Court, or of any other
Court of Record which may hereafter be Established in lieu and Stead of
the said Mayors Court.

These are to authorize you the Attornies above Named,
or any other Attorney of the said Court, or of any other Court of Record
which may be Established in lieu and Stead of the said Mayors Court
to appear for us Thomas Bell & Philip Bochm of Madras Merchants, to
any Bill of Complaint that may be filed upon the Annexed Bond given
by us this day to John Christian Pringel of Tranquebar for the
Sum of Three Thousand four Hundred and forty Eight Star Pagodas Five
fanams and Sixty five Cash Payable to the said John Christian Pringel
or his Assigns on Demand together with Interest thereon at the Rate of
Twelve per Cent per Annum and thereupon to let a Decree pass against
us by Acknowledging the Debt, so that Execution may Immediately Issue
for the said Sum together with the Interest that shall or may be due
thereon, as well as Costs of Suit and for your or any of your so doing
these Presents shall be sufficient Warrant and Authority. In Witness
whereof We have hereunto Set Our Hands and Seals in Madras this
Twenty Ninth day of December in the year One Thousand
Seven Hundred and Eighty Nine.

Sealed and Delivered where
no Stamped Paper is Used in
presence of . . . . . .

Andrew Amos
Thomas Stephens

Thos.d Bell (L.S.)
Philip Bochm (L.S.)

Attorney

Popham

Dr. Thos. Bell and Rudolph Boehm in Account with Johan Christian Pingel ..... Cr

1789				1790			
Decem.	29th	To the Amount of your Bond of this date Payable on demand	3448.5.65	Octr.	27th	By Balance due	3791.33.55
1790							
Octr.	27th	To Interest on Do. to this day being 9 mos 29 ds at 12 p Cent p Annum	343.27.70				
		Pagodas	3791.33.55			Pagodas	3791.33.55

Madras Octr. 27th 1790

Errors Excepted

Michell Amos & Bowden

Attorneys to Mr. J. C. Pingel

Jones Copy

Topham

Register Court } Suit No. 2, Dec. pro Mort.
Chancery Court } Thomas Dominic Fergo

Plaint

Filed Feby. Term 1791

James Hall Register Keeper

William Hudson and Stephen Lee Attorneys for Plaintiffs

Defendant.

William Hall Christian Pingel of Company's Service by his Attorneys Michell Amos & Bowden Merchants Inhabitants of Madras Power of Attorney from Thomas Dominic Fergo Merchant Inhabitant and Trader of Madras Plaintiff and Rudolph Boehm of Madras Merchant Defendant.

The Defendants by their Attorneys Michell Amos & Bowden Merchants Inhabitants of Madras aforesaid say that the Plaintiff his Bill of Complaint ought not to have Process of this Court against them because they say that they have fully paid and satisfied to the Plaintiff the Sum of Pagodas 3791.33.55 in the Bill of Complaint mentioned as by the Plaintiffs own Books of Account appears which they are ready to verify by the Court wherefore they pray Judgment if the Plaintiff ought to have Process of this Court against them for the same and that the same may be dismissed with their reasonable Costs and Charges in this behalf sustained

Court of Chancery Madras

Topham

Filed the 9th November 1790

To the Honble the Mayors
Court at Madrasspatnam

Between Henry Lindsay Complainant
and James Barter Defendant

The Humble Petition of the above Named Defendt

Sheweth

That the said Complainant on the fifteenth Day of March One Thousand Seven Hundred and Eighty Six filed a Bill of Complaint against your Petitioner for the Recovery of a certain Sum of Money charged to be due unto them from your Petitioner in manner as in his said Bill is Set forth.

That after the usual Proceedings were had the said Cause came on to be heard on the Twenty Sixth day of March last when this Honble Court were pleased to Order and Decree that your Petitioner should pay unto the Complainant his Demand with Interest and Costs of Suit. From which said Decree your Petitioner hath appealed to the Court of Appeals at Madrasspatnam.

Your Petitioner therefore prays that this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in this Cause to the Honble the Court of Appeals to attend the Hearing of the said Cause.

Rosheim
Atty for Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of November Anno Domini 1790

Present

James Call Esquire Mayor
Andrew Ross and Henry Ouchterlony Michell
Aldermen

Henry Lindsay
versus
James Barter

Petition of the Defendant praying that the Proceedings in this Cause may be sent up to the Court of Appeals Read and filed this Day Ordered Accordingly

A true Extract

Filed the 9th November 1790

To the Honble the Mayor's
Court at Madrasapatnam

Between Henry Lindsay Complainant
and James Barter Defendant

The Humble Petition of the above Named Defendt

Sheweth

That the said Complainant on the fifteenth Day of March One Thousand Seven Hundred and Eighty Six filed a Bill of Complaint against your Petitioner for the Recovery of a certain Sum of Money Charged to be due unto them from your Petitioner in manner as in the said Bill is Set forth.

That after the Usual Proceedings were had the said Cause came on to be heard on the Twenty Sixth day of March last when this Honble Court were pleased to Order and Decree that your Petitioner should pay unto the Complainant &c Damand with Interest and Costs of Suit from which said Decree your Petitioner hath appealed to the Court of Appeals at Madrasapatnam.

Your Petitioner therefore prays that this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in this Cause to the Honble the Court of Appeals to Attend the Hearing of the said Cause.

Bosham
Atty for Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of November Anno Domini 1790

Present

James Call Esquire Mayor
Andrew Ross and Henry Chichley Mitchell
Aldermen

Henry Lindsay
versus
James Barter

Petition of the Defendant praying that the Proceedings in this Cause may be sent up to the Court of Appeals Read and filed this Day Ordered Accordingly

A true Extract

Filed the 9th November 1790

To the Honble the Mayors
Court at Madrasapatnam

Between Henry Lindsay Complainant
and James Barter Defendant

The Humble Petition of the above Named Defendt

Sheweth

That the said Complainant on the fifteenth Day of March One Thousand Seven Hundred and Eighty Six filed a Bill of Complaint against your Petitioner for the Recovery of a certain Sum of Money charged to be due unto him from your Petitioner in Manner as in the said Bill is Set forth.—

That after the Usual Proceedings were had the said Cause came on to be heard on the Twenty Sixth day of March last when this Honble Court were pleased to Order and Decree that your Petitioner should pay unto the Complainant the Demand with Interest and Costs of Suit— From which said Decree your Petitioner hath appealed to the Court of Appeals at Madrasapatnam.—

Your Petitioner therefore prays that this Honble Court will be pleased to Order the Register of this Honble Court to Send up the Original Papers in this Cause to the Honble the Court of Appeals to Attend the Hearing of the said Cause.—

Rosetham
Atty for Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of November Anno Domini 1790

Present

James Call Esquire Mayor
Andrew Ross and Henry Chichley Michell
Aldermen

Henry Lindsay
versus
James Barter

Petition of the Defendant praying that the Proceedings in this Cause may be Sent up to the Court of Appeals Read and filed this Day— Ordered Accordingly

A true Extract

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of November Anno Domini 1790

Present

James Call Esquire Mayor

Andrew Ross and Henry Chichley Michell

Aldermen

Henry Lindsay

versus

James Barter

Petition of the Defendant praying that the Proceedings in this Cause may be sent up to the Court of Appeals Read and filed this Day Ordered Accordingly

A true Extract

Filed the 9th November 1790

To the Honble the Mayor's Court at Madrasapatnam

Between Henry Lindsay Complainant

and James Barter Defendant

The Humble Petition of the above Named Defendt

Sheweth

That the said Complainant on the 5th Day of March One Thousand Seven Hundred and Eighty Six filed a Bill of Complaint against your Petitioner for the Recovery of a certain Sum of Money charged to be due unto him from your Petitioner in manner as in his said Bill is Set forth.

That after the usual Proceedings were had the said Cause came on to be heard on the Twenty Sixth day of March last when this Honble Court were pleased to Order and Decree that your Petitioner should pay unto the Complainant £ Remaind with Interest and Costs of Suit. From which said Decree your Petitioner hath Appealed to the Court of Appeals at Madrasapatnam.

Your Petitioner therefore prays that this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in this Cause to the Honble the Court of Appeals to Attend the Hearing of the said Cause.

Rosham

Atty for Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of November Anno Domini 1790

Present

James Call Esquire Mayor

Andrew Ross and Henry Chichley Michell

Aldermen

Henry Lindsay

versus

James Barter

Petition of the Defendant praying that the Proceedings in this Cause may be sent up to the Court of Appeals Read and filed this Day Ordered Accordingly

A true Extract

Filed the 9th November 1790

To the Honble the Mayor's Court at Madrasapatnam

Between Henry Lindsay Complainant

and James Barter Defendant

The Humble Petition of the above Named Defendt

Sheweth

That the said Complainant on the fifteenth Day of March One Thousand Seven Hundred and Eighty Six filed a Bill of Complaint against your Petitioner for the Recovery of a certain Sum of Money charged to be due unto him from your Petitioner in manner as in the said Bill is Setforth.

That after the usual Proceedings were had the said Cause came on to be heard on the Twenty Sixth day of March last when this Honble Court were pleased to Order and Decree that your Petitioner should pay unto the Complainant the Demand with Interest and Costs of Suit from which said Decree your Petitioner hath appealed to the Court of Appeals at Madrasapatnam.

Your Petitioner therefore prays that this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in this Cause to the Honble the Court of Appeals to attend the Hearing of the said Cause.

Rosham

Atty for Petitioner

Filed the 9th November 1790

To the Honble the Mayor's
Court at Madrasspatnam

Between Henry Lindsay Complainant
and James Barter Defendant

The Humble Petition of the above Named Defendt

Sheweth

That the said Complainant on the fifteenth Day of March One Thousand Seven Hundred and Eighty Six filed a Bill of Complaint against your Petitioner for the Recovery of a certain Sum of Money charged to be due unto him from your Petitioner in manner as in his said Bill is Set forth.—

That after the usual Proceedings were had the said Cause came on to be heard on the Twenty Sixth day of March last when this Honble Court were pleased to Order and Decree that your Petitioner should pay unto the Complainant the Demand with Interest and Costs of Suit from which said Decree your Petitioner hath appealed to the Court of Appeals at Madrasspatnam.—

Your Petitioner therefore prays that this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in this Cause to the Honble the Court of Appeals to attend the Hearing of the said Cause.—

Rosham
Atty for Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of November Anno Domini 1790

Present

James Call Esquire Mayor
Andrew Ross and Henry Crichley Michell
Aldermen.

Henry Lindsay
vers
James Barter

Petition of the Defendant praying that the Proceedings in this Cause may be Sent up to the Court of Appeals Read and filed this Day Ordered Accordingly

A true Extract

Filed the 9th November 1790

To the Honble the Mayor's
Court at Madrasspatnam

Between Henry Lindsay Complainant
and James Barter Defendant

The Humble Petition of the above Named Defendt

Sheweth

That the said Complainant on the fifteenth Day of March One Thousand Seven Hundred and Eighty Six filed a Bill of Complaint against your Petitioner for the Recovery of a certain Sum of Money charged to be due unto him from your Petitioner in manner as in his said Bill is Set forth.—

That after the usual Proceedings were had the said Cause came on to be heard on the Twenty Sixth day of March last when this Honble Court were pleased to Order and Decree that your Petitioner should pay unto the Complainant the Demand with Interest and Costs of Suit from which said Decree your Petitioner hath appealed to the Court of Appeals at Madrasspatnam.—

Your Petitioner therefore prays that this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in this Cause to the Honble the Court of Appeals to attend the Hearing of the said Cause.—

Rosham
Atty for Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of November Anno Domini 1790

Present

James Call Esquire Mayor
Andrew Ross and Henry Crichley Michell
Aldermen.

Henry Lindsay
vers
James Barter

Petition of the Defendant praying that the Proceedings in this Cause may be Sent up to the Court of Appeals Read and filed this Day Ordered Accordingly

A true Extract

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of November Anno Dominii 1790

Present

James Call Esquire Mayor
Andrew Ross and Henry Critchley Mitchell Aldermen!

John Cosperger by his Attornies Josias Dupre Porcher and Henry Readhead
vers
Vincentio Corbett and Hugh Boyd

Petition of the Defendants praying that the Proceedings in this Cause may be sent up to the Court of Appeals Read and felted this day— Ordered Accordingly

A true Extract

Filed the 9th Novr 1790

To the Honble the Mayor Court at Madrasapatnam

Between John Cosperger by his Attornies Josias Dupre Porcher and Henry Readhead Complainant and Vincentio Corbett and Hugh Boyd Defendant

The Humble Petition of the above named Defendant

Sheweth

That the above Named Complainant by his said Attornies on the First Day of June last past filed a Bill of Complaint against your Petitioners for the Recovery of a certain Sum of Money charged by the Complainant to be due to him upon a Bond entered by your Petitioners to the said Complainant—

That after the usual Proceedings were had this Cause came on to be heard on the Sixteenth Day of October last when this Honble Court were pleased to Order and Decree that your Petitioners should pay the Complainants Demand with Interest or should give him Sufficient Bonds to the Amount of such Demand and that your Petitioners should also pay all Costs of the Suit from which Decree your Petitioners have Appealed to the Honble the Court of Appeals at Madrasapatnam—

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—

And Your

Filed the 9th Novr 1790

To the Worshipfull the Mayors
Court at Madrasapatnam

Between Stephen Sowns Complainant
and
Roger Darwall Defendant.

The Humble Petition of the above named Compt

Sheweth

That your Petitioner on the Day of July
a Bill of Complaint against the above Named Defendant for the
Recovery of a certain Sum of Money charged by your Petitioner
to be due to him from the Defendant in Manner as in your
Petitioners Bill is Setforth —

That after the Usual Proceedings were had the Cause
came on to be heard on the day of when this
Honble Court were pleased to Order and Decree that your
Petitioners Bill should stand dismissed and that each party
should pay their own Costs from which Decree your
Petitioner hath Appealed to the Honble the Court of Appeals
at Madrasapatnam —

Your Petitioner therefore prays this Honble
Court will be pleased to Order the Register of this Honble
Court to Send up the Original Papers in the above Cause
to the Honble the Court of Appeals to Attend the Hearing
of the said Cause —

Extract from the Minutes of a Court Held at the Town
Hall on Tuesday the 9th Day of November Anno
Domini 1790

Present

James Call Esquire Mayor
Andrew Ross and Henry Chichley Michell
Aldermen!

Stephen Sowns
vers
Roger Darwall

Petition of the Defendant praying that the Proceedings
in this Cause may be Sent up to the Court of Appeals Read
and filed this day — Ordered Accordingly —

A true Extract

Filed the 9th Nov 1790

To the Honble the Mayor's
Court at Madras Jurisdiction

Between Wannandapollam Buttoo
Complainant and Stephen Towns Defendant

The Humble Petition of the above named Defendant

Sheweth

That the above named Complainant on the 23rd day of August now last past filed a Bill of Complaint against your Petitioner for the Recovery of a certain Sum of Money charged by the Complainant to be due to him from your Petitioner in Manner as in the Complainants Bill is set forth.—

That after the Usual Proceedings were had the Cause came on to be heard on the Sixteenth day of October last when this Honble Court were pleased to Order and Decree that your Petitioner should pay unto the Complainant his Demand with Interest and Costs of Suit from which Decree of this Honble Court your Petitioner hath Appealed to the Honble the Court of Appeals at Madrasapatnam.—

Your Petitioner therefore prays this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of Appeals to attend the Hearing of the said Cause.—

Rosham
Atty for Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of November Anno Domini 1790

Present

James Call Esquire Mayor
Andrew Ross and Henry Chicheley Ricketts Aldermen

Wannandapollam Buttoo
versus
Stephen Towns

Petition of the Defendant praying that the Proceedings in this Cause may be sent up to the Court of Appeals Read and filed this day — Ordered accordingly.—

Atmee Patrick

Filed the 9th Novemr 1790

To The Honble the Mayor's
Court at Madraspatnam

Between Ninapah Moodeliar
Administrator of John Sykes deceased
by his Attorney Richard Cole by his
Attorney John Tulloh Complainant
and Stephen Popham Defendant

The Humble Petition of the above Named
Stephen Popham

Sheweth

That the above Named Complainant on the Thirteenth day of May last past filed a Bill of Complaint against your Petitioner for the Recovery of a certain Sum of Money charged by the Complainant to be due to him from your Petitioner upon a Mortgage Bond a Bhaudilloy Bill of Sale Two Assignments thereof and an Account Current Copies whereof were annexed to this said Bill—

That after the Usuals Proceedings were had the Cause came on to be heard on the Seventeenth day of August last when this Honble Court were pleased to Order and Decree that your Petitioner should pay the Complainant Demand with Interest and Costs of Suit from which Decree your Petitioner hath Appealed to the Honble the Court of Appeals at Madraspatnam—

Your Petitioner therefore prays that this Honble Court will be pleased to Order the Register of this Honble Court

to send up the Original Papers in the above Cause to the Honble the Court of Appeals to attend the Hearing of the said Cause.

Popham
Atty for Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of Novemr Anno Domini 1790

Present

James Call Esquire Mayor
Andrew Ross and Henry Chichley Michell
Aldermen!

Ninapah Moodelliar Administrator of John Sykes Deceased
versus
Stephen Popham

Petition of the Defendant praying that the Proceedings in this Cause may be Sent up to the Court of Appeals Read and filed this day. Ordered Accordingly—

Atmr Extract

Filed 9th Nov. 1790

To The Honble the Mayors
Court at Madraspatnam

Between Emm Beaumont the Widow and Administratrix of Major William Collins deceased by her Attorney William Collins Jackson Complainant and James Taylor George Mowbray Josias Dubois Porcher and Thomas Cockburn Esquires the Executors of George Savage Esquire deceased Defendant

The Humble Petition of the above named Defendants

Sheweth

That the said Complainant by her said Attorney on the Sixth Day of March last filed her Bill of Complaint against your Petitioners as the Executors of the said George Savage for the Recovery of a certain sum of Money charged by the Complainant to be due to her from your Petitioners as the Executors of the said George Savage.

That after the usual Proceedings were had the Cause came on to be heard on the Seventeenth Day of August last when this Honble Court were pleased to Order and Decree that your Petitioners should pay the Complainant her said Demand with Interest and Costs of Suit from which said Decree your Petitioners have appealed to the Honble the Court of Appeals at Madraspatnam.

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.

Popham
Atty for Petitioners

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of November Anno Domini 1790

Present

James Call Esquire Mayor
Andrew Ross and Henry Chichley Mitchell
Aldermen

Emm Beaumont Widow and Administratrix of Major William Collins Deceased by her Attorney William Collins Jackson

Vers

James Taylor George Mowbray Josias Dubois Porcher and Thomas Cockburn Executors of George Savage Deceased

Petition of the Defendants praying that the Proceedings in this Cause may be Sent up to the Court of Appeals Read and filed this day. Ordered Accordingly

Attest Extract

Filed the 13th Novr 1790

To the Honble the Mayors Court at Madraspatnam

The Humble Petition of William Balfour and Oliver Coll of Fort St George Esquires

Sheweth

That Duncan Andrew Baine formerly an Inferior Servant in the Service of the Honble United Company of Merchants of England, Under their Presidency of Fort Saint George having Departed this Life Intestate on or about the Thirtieth day of September, which was in the year of Our Lord One Thousand Seven Hundred and Eighty One, That an application was made by George Ramsay and Forrester Rose then of Fort Saint George Esquires for Letters of Administration to his Estate and Effects and which they duely Obtained under the Seal of this Honble Court in their ecclesiastical Capacity, That some time afterwards the said Letters of Administration were called in and Revoked, and there Granted to Alexander Davidson then of Fort St George Esquire, and to the said Forrester Rose as Attorneys to Duncan Davidson of the City of London, Attorney to Bernard Baine, Father to the said Duncan Andrew Baine, And your Petitioners further Shew unto this Honble Court That the said Forrester Rose being about to depart from this Country He together with the said Alexander Davidson did Request John Spalding of Madras Esquire, your Petitioners Partner in Business, to become their Attorney and to take upon him the Care and Management of the said Estate, who Accordingly Complied therewith, Most your Petitioners Shew that it was a Matter in which they had no Concern, and were in no wise Interested in the Care and Charge of the said Estate, untill the departure of their Partner the said John Spalding for England, at whose Instance and particular entreaty, they were prevailed on though with Reluctance to accept of the Management thereof, and your Petitioners further Shew that as his Attorney they Continued to Act in the Premises untill the Month of June, which was in the year of Our Lord One Thousand Seven Hundred and Eighty Nine when they Received by One of the Ships of the Season a General Letter of Attorney from the said Duncan Davidson empowering them to Act immediately under him in the Raising of the Estate; And your Petitioners Shew unto this Honble Court that in Consequence thereof they Continued to Act in Conformity to the Instructions given by the said Duncan Davidson bestowing their best exertions in the Management of the said Estate, and using their utmost endeavours to liquidate and Settle the Respective demands thereon: untill on or about the Fifteenth day of October which was in the year of Our Lord One Thousand Seven Hundred and Eighty Nine, when your Petitioners were Stopped from proceeding further in the Arrangement of the said Estate, by four different Actions being Nearly at One time Instituted against it, And your Petitioners further Shew that being Named as parties in the Bills of Complaint They were particularly Interrogated therein, and desired

particular Account thereof, and to mention and Specify the Property in their possession, and your Petitioners Shew that being served with process they did appear thereto, and duely filed their Separate Answer to the said Bill of Complaint wherein your Petitioners did Amongst other things set forth that they had Reason to believe the respective demands of the said Claimants, were then in a train of Settlement in England with the Administrator Duncan Davidson, and in Order to Illustrate and Shew the same, your Petitioners did Annex to their said Answer Copies of Certain Letters from the said Duncan Davidson on the Subject, wherein it does appear that Duncan Buchannan, Alexander Brodie and Mr. Hepplestey on the part of Harry Taylor all Principals in the Suits Instituted as aforesaid were then Negociating for their respective Claims, and that in Consequence thereof happily for the said Duncan Davidson had Drawn upon your Petitioners for the Sum of Twelve Thousand Pagodas which Bills were duely honored, and your Petitioners did further Annex unto their said Answer an Account Current with the Estate of the said Duncan Andrew Maine wherein they did admit a ballance of Pagodas Five Thousand Nine Hundred and Nineteen, Fourty four fanams and Twenty five Cash Current Money of Madras to be in their possession, and which it now is in their possession saving the Expenses incurred in the progress of the Suits, and your Petitioners did also Annex unto their said Answer a Schedule or List of Paper wherein your Petitioners did Admit and Allow of Two Bonds of the Rajah of Tanjore for Pagodas Sixty Three Thousand One Hundred and Twenty Eight, Thirty two fanams and Fourty One Cash, to be in their possession, as by the said Schedule and Account

on Record in this Honble Court, Relation being thereunto had may more fully and at large appear, And your Petitioners Shew that the said Causes are now Set down for and Coming on to be heard and as your Petitioners are desirous that the Effects and property of the said Estate should be distributed amongst the different Claimants in that Manner which is most Conformable to Law and Justice, They are induced from that Consideration to Crave the Assistance of this Honble Court, To pray that they may be Allowed to deliver into this Honble Court, the Property which they have in their possession belonging to the said Estate, And your Petitioners are the more inclined to hope for this Assistance, as the Charter under which this Honble Court is Constituted provides for and Orders the same, and Because your Petitioners in making such prayer are Governed by the most disinterested Motives.—

Your Petitioners therefore most humbly pray that this Honble Court from a Consideration of the Premises, will be pleased to Receive the Property which your Petitioners have in their possession belonging to the Estate of the said Duncan Andrew Maine To Wit the said Rajahs of Tanjores Bonds for Sixty Three Thousand One Hundred and Twenty eight Pagodas Thirty two fanams and Fourty One Cash, also the said Ballance of Cash after deducting all lawful Expences therefrom which your Petitioners have been put to in the Progress of the aforesaid Respective Suits, in Order that the said Property may become Subject to such Decrees as this Honble Court shall in their Wisdom think fit to Order, For which your Petitioners as in duty bound

Shall Ever Pray

G. Chalmer

Attt for Petitioners

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 13th day of November Anno Domini 1790

Present

James Call Esquire Mayor

William Webb — Andrew Ross

John Mitford — Henry Buckley Mitchell

James Amos — Henry Readhead

and

Benjamin Roebuck — Aldermen!

Petition of William Sharpe and Others praying leave to deliver into Court Two Bonds from the Rajah of Tanjore Amounting to Sixty Three Thousand One Hundred and Twenty Eight Pagodas Thirty Two Fanams and Thirty One Cash as also the Balance of Cash Remaining in the Hands of the Petitioners belonging to the Estate of Duncan Andrew Baine Deceased after deducting the Lawfull Expences incurred in Finding the Suits which have been instituted against the Estate of the said Deceased Read and filed this day. The Court having taken the same into Consideration it is Ordered that the Petitioners Petition be thrown out

Mayrs Extract

Dd. 16th Nov. 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Duncan Backhanan of the Kingdom of Great Britain Esq.r by his Attornies John Turing, Edward Saunders and Edward Garrow all of Fort St. George Senior Merchants in the Service of the United Company of Merchants of England Trading to the East Indies, and the Reverend Christian Wilhelm Gerricke of Madras, That Duncan Andrew Baine also in the Service of the said United Company Deceased, at the time of his death stood indebted unto your Orator in a very Considerable Sum of Money Arising upon the Principal and Interest of and upon a certain Bond or Obligation given and granted unto your Orator by the said Deceased in his life time, To Wit on the first day of January in the Year of Our Lord One Thousand Seven Hundred and Eighty One, for the Penal Sum of Nine Thousand and Eight Hundred Pagodas, Conditioned for the Payment of the Sum of Four Thousand and Nine Hundred Star Pagodas and Interest thereon at the Rate of Twelve per Cent.m per Annum. And your Orator Sheweth that the said Duncan Andrew Baine being thus Indebted unto your Orator, and being possessed of a very Considerable personal Estate more than sufficient to Satisfy all his just Debts, the said Duncan Andrew Baine departed this life on or about the Thirtieth day of September in the aforesaid Year of Our Lord One Thousand Seven Hundred and Eighty One, without Having any Last Will or Testament in Writing or any other disposition of his Estate, that hath hitherto Appeared and came to

thus departed this life intestate, Administration of his Goods Chattels and Credits were Obtained from under the Seal of this Honble Court in their Ecclesiastical Jurisdiction, under the date of the Thirteenth day of April One Thousand Seven hundred and Eighty four by Alexander Davidson late of Fort Saint George Esquire and Forrester Rose late of Madras Merchant but now in the Kingdom of Great Britain or elsewhere, as Attorneys to Duncan Davidson within the Kingdom of Great Britain or else where, Attorney to Bernard Baine also in this the Kingdom of Great Britain or else where, Father to the said Duncan Andrew Baine Deceased - and your Orator sheweth, that the said Alexander Davidson and Forrester Rose Attornies to the said Duncan Davidson Attorney to the said Bernard Baine having by Virtue of the said Letters of Administration to them committed as aforesaid, possessed themselves and by others of all the aforesaid personal Estate to the said Intestate in his Life time belonging your Orator hath frequently by himself and by his said Attornies in an Amicable Manner demanded payment of his said Debt out of the same from the said Alexander Davidson and Forrester Rose, and from the said Duncan Davidson and Bernard Baine and also from William Balfour of Fort Saint George Merchant and John Spalding late of Fort St George but at present of Great Britain or else where and Oliver Colt also of Fort Saint George Merchants and Copartners, Acting under the Authority and Appointment of the said Duncan Davidson Attorney to the said Bernard Baine and also with the Several Interest thereon due and arising, and your Orator sheweth that he did on the Twenty fourth day of the Month of September last past and at other times demand from the said Attorneys Bond

and Oliver Colt as Attornies to the said Duncan Davidson Attorney to the said Bernard Baine, the Sum of Ten Thousand and Thirty One Star Pagodas and forty two fanams, being the Amount Principal and Interest of and upon the said Bond or Obligation due and owing on the said Twenty third of the said Month of September last past and now owing unto your Orator, as may appear by a Copy of an Account Current thereto Annexed for the Inspection of this Honble Court which your Orator prays may be admitted as part of this his Bill of Complaint the Original whereof as also the Original of the said Bond Referred to herein being in your Orators possession and ready to be produced when called for, which Sum doth make in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Four Thousand and Twelve Pounds Fifteen Shillings and five Pence or thereabouts and your Orator well hoped that they or some of them would have complied with your Orators said Demand, as in Equity and Conscience they ought to have done. —

Butt now so it is May it please this Honble Court the said Alexander Davidson and Forrester Rose Attornies to the said Duncan Davidson, Attorney to the said Bernard Baine Combining and Confederating to and with the said William Balfour, John Spalding and Oliver Colt and to and with Divers other Persons at present unknown to your Orator, whose Names when discovered your Orator prays may be Specially Inserted, with Apt Words to charge them, how to defeat and defraud your Orator of his said just Debt and demand the said Alexander Davidson and Forrester Rose pretending that the said Duncan Davidson Attorney to the said Bernard Baine hath Revoked the powers under which they did obtain Letters of Administration from this

and Forrester Rose had not any Interest or Concern in the said Estate of the said Intestate whatever, but that the same was wholly under the Management of the said William Balfour John Spalding and Oliver Coltt and that they are therefore incapable of Paying your Orator or his Attorney or Attorneys, his your Orators said Demand or any part thereof. But that your Orator and his said Attorneys ought to Apply to the aforenamed William Balfour John Spalding and Oliver Coltt in Respect thereof. And the said William Balfour, John Spalding and Oliver Coltt do again pretend that they are instructed by the said Duncan Davidson Attorney to the said Bernard Baine not to pay your Orators said Demand and at other times that they the said William Balfour, John Spalding and Oliver Coltt have not Assets in their hands belonging to the Estate of the said Duncan Andrew Baine Sufficient to pay the same, and that they have Remitted the Several Assets that have come to their hands to the said Duncan Davidson Attorney to the said Bernard Baine in Great Britain.

All which Actings and doings of them the said Confederates are Contrary to Right Equity and good Conscience and Tend to your Orators Apparent wrong and Injury. To the End therefore that the said Alexander Davidson and Forrester Rose Attorneys to Duncan Davidson Attorney to Bernard Baine the said William Balfour John Spalding and Oliver Coltt and the Rest of the Confederates when discovered may upon their Corporal Oaths true and perfect Answer make to all and Singular the premisses, as fully and particularly as if the same were here again Repeated and Interrogated, According to their and each of their Knowledge Remembrance and Belief. And that the said Alexander Davidson

said William Balfour John Spalding and Oliver Coltt may Set forth whether the said Duncan Andrew Baine did or did not depart this life Intestate on or about the time by your Orator before Set forth or when, and whether they the said Alexander Davidson and Forrester Rose did or did not as Attorneys to the said Duncan Davidson Attorney to the said Bernard Baine take out Letters of Administration to the Goods Chattels and Credits of the said Deceased at or about the time herein before mentioned or at any other and what time, and that they the said Alexander Davidson and Forrester Rose may Set forth whether they or either of them did or did not possess Sufficient of the Intestates Estate to pay his your Orator said Debt and demand and the other Debts by the Intestate owing at the time of his death. And that they may Severally deliver in an Account thereof and what is became thereof and that the said William Balfour John Spalding and Oliver Coltt may discover whether the said Duncan Davidson as Attorney to the said Bernard Baine or both or either and which of them, and in what Capacity did or did not Nominate and Appoint them the said William Balfour John Spalding and Oliver Coltt or either of them by Letter of Attorney or otherwise to Act as his or their Attorneys or Attorney in the Administration of the Estate of the said Intestate and under what date, and when the same came to their hands. and whether the said William Balfour, John Spalding and Oliver Coltt or either and which of them did or did not, and do and do not now Act in Consequence of and under such Nomination and Appointment in the Management of the said Intestates Estate and whether either and which of them did or did not possess and Receive from the said Alexander Davidson and Forrester Rose or either and which of them or

from any other person or persons so much of the Intestate's Estate, as was and is sufficient to pay your Orator said Debt, and the Several Debts due upon Bond by the said Intestate at the time of his death or how much thereof, and that they may set forth a full true and perfect Account of all such Sum and Sums of Money Bonds Notes and Securities for Money which have in any Manner and way come to, or which now Severally are in the hands Custody or possession of them the said William Balfour John Spalding and Oliver Coltt or either of them to their and each of their Knowledge and belief from the said Alexand Davidson and Forrester Rose or either and which of them, and from any other person or persons, and who by Name, and what is become thereof, and how and in what Manner they have disposed thereof and paid the same away - and whether your Orator hath or not by himself and his Attornies frequently demanded payment of your Orators said Demand - And whether they do or do not believe and know that the same is justly due and owing unto your Orator - and your Orator prayeth that the said Alexander Davidson and Forrester Rose Attornies to Duncan Davidson Attorney to Bernard Baine Father of Duncan Andrew Baine and the said William Balfour John Spalding and Oliver Coltt may be Decreed to pay unto your Orator the aforesaid Sum of Ten Thousand and Thirty One Pagodas and forty Two 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 Alexander Davidson, Forrester Rose, Duncan Davidson, Bernard Baine, William Balfour John Spalding, and Oliver Coltt and their Confederates when discovered to be Summoned and Required

Directed 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 them 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

15th October 1789

W.J. Duffey
Atty Compt.

This Bill was Sworn to me
Between the days of Adjournment
Let a Summons issue Returnable
Next Court day

Wm Webb
Mayor

Dr The Estate of Duncan Andrew Baine Deceased in Account Current with Duncan Buchanan - - - - Cr

1781 Jany 1st	To the Amount Principal of the said Deceased's Bond of this date - - -	4902 " "	By Balance - - - - -	10031 42 "	
1789 Sept 23	To Interest on D.o from the 1st Jany 1781 to the 1st Jany 1789 8 yrs & this date 8 D. 22 @ 12 ℔ Cℓ ℔ Annum -	5129 42 "			
	Pagodas	10031 42 "		Pagodas	10031 42 "

Madras 1st Dec.r 1789

Errors Excepted
W.J. Duffey
Atty

John Young
Atty for Mr D. Duncan Buchanan

Filed 15th Decr 1789

The Joint and Several Answer of William Balfour and Alexr Colt of Madras Inhabitants Defendants To the Bill of Complaint of Duncan Buchanan of the Kingdom of Great Britain Esquire by his Attornies John Fleming Alexander Davidson Edward Garrow and Christian William Gerrish also of the same place Inhabitants Complainants

These Defendants now and at all times saving & reserving to themselves all and all manner of benefit and Advantage of exception to the many errors uncertainties insufficiences and imperfections in the Complainants said Bill of Complaint for Answer thereunto or unto so much thereof as these Defendants are advised is material for them to make Answer unto they Answer and Say they do Admit that Duncan Andrew Baine in the Bill Named Died on or about the Thirtieth Day of September which was in the year of Our Lord One Thousand Seven Hundred and Eighty One Depart this life without leaving any last Will or Testament in Writing or any other disposition of his Estate that hath hitherto to their Knowledge Appeared and these Defendants further Answering Say that the said Duncan Andrew Baine having so departed this life Intestate that Letters of Administration of his goods Chattels and Credits were first granted to George Ramsay Esquire Now Sir George Ramsay Baronet of the Kingdom of Great Britain and Forrester Rose Esquire Both at that time of Madras Residents which Letter were afterwards Revoked and others granted to Alexander Davidson Esquire and the said Forrester Rose as Attornies to Duncan Davidson Attorney to Armand Baine Father to the said Duncan Andrew Baine and these Defendants further Answering say as they have Understood that the said Forrester Rose being about to depart from the Country did in or about

in Conjunction with the said Alexander Davidson Request the said John Spalding to become their Attorney and to take upon him the Care and Management of the said Intestates Property which he accordingly as they have Understood Accepted the Charge and took the Management thereof But these Defendants say that it was a distinct Matter in which they had no Concern as they never interested themselves in Arranging any part of the Intestates property having no Right so to do) Consequently cannot Answer to any Matter Relative thereto, during the time the said John Spalding had the Management of it further than admitting that an Accounts was Opened in the Books of the House with the Intestates Estate then Under the firm of Balfour and Spalding and that a Small disbursement was made for postage and for Registering Two Bonds of the Rajah of Tanjore as more particularly and at large Appears in the Dr side of the Account Marked A thereunto Annexed for the Inspection of this Honble Court and to which these Defendants Humbly pray a Reference may be had the Original of which being in their possession and Ready to be produced when Required And these Defendants further Answering Say that they never have Acted Under any Power granted to them by the said Alexander Davidson and Forrester Rose, But they do Admit that their Copartner the said John Spalding being Obliged to leave this Country for the Recovery of his Health did in Consequence thereof Request these Defendants to take upon them the Care and Management of the said Intestates Property which Charge they did Accept of and as Attornies to their Copartner the said John Spalding did afterward Act in the premises These Defendants further Answering Say that the property left with them by their said Copartner Belonging to the said Intestates Estate Consisted of Bonds of the East India Company and of the Rajah of Tanjore as aforesaid Amounting in all to the Sum of Pagodas Eighty Two Thousand

Nine Hundred and fifty Seven, Pounds four fanams and Sixty Cash
The particulars of which more fully and at large Appears by the
Exhibit Marked E thereunto Annexed for the Inspection of this Honble
Court and which these Defendants pray may be taken as part of this
their Answer The Original of which being in their Possession and
Ready to be produced when Required These Defendants further say that
the Estate of the said Intestate previous to their Accepting the Charge
thereof Stood Indebted to the said John Spalding in the Sum of Pagodas
One Hundred and Seventy Eight, Pounds Seven fanams and Twenty four
Cash as Appears by the said Account Current Marked A which Together
with the disbursement for Postage and Registering the Bonds of Sureties
Bonds Amounts to the Sum of Pagodas Two Hundred and forty Two
fifteen fanams and Sixty One Cash and forms the first Entry on the
Dr Side of the Account Current Marked B these Commencing Under
the firm of Balfour Spalding & Cobb And these Defendants further
Answering Say that they did swear about the Eleventh day of June by
the Ships of last Season Receive from the said Duncan Davidson
Administrator to the said Duncan Andrew Claims a letter of Attorney
bearing date the Seventh day of January in the present year Nominating
and Appointing therein these Defendants and their Copartner the said
John Spalding His true and Lawful Attornies And these Defendants
further Answering Say they do Admit that they have Acted Under and
Nomination and Appointment and that they now Continue to do so Subject
to the direction of the said Duncan Davidson And when these Answers
themselves only Answable and whose Instructions they are as his Agents
bound implicitly to obey these Defendants further Answering Say that
the Account Current Marked A B C exhibited as a Statement of all
and every of their Transactions and dealings with the said Intestate
Estate The Credit Side thereof Shewing the different periods
when the Companys Bonds were Relieved and what Sales the
Debtor Side the payments and

and that the said Balance of Pagodas Five Thousand
Nine Hundred and Nineteen, Twenty four fanams and Twenty five Cash
is all and every of the Realized property they are in their Possession belonging
to the said Intestate And these Defendants further Answering do admit
that the said Complainant has frequently by means of his said Attornies
Demanded payment of the said Sum of Pagodas Five Thousand and Thirty
One, and forty Three fanams as Charged in his said Bill of Complaint
and the Account Current thereunto annexed The legality of which
Debt they Never Intended to dispute But these Defendants say that
the said Complainant and his said Attornies Knowing well that
these Defendants had not Sufficient Realized effects belonging to the
said Intestate to discharge the same had no Right whatever to Call upon
them for the payment of said Sum upon these Defendants will ever
Maintain that the present Action is improperly brought And as such
is not Intitled to Relief These Defendants further Answering Say
that they did also Set forth to the said Complainants Attornies that the
said Duncan Davidson the Administrator of the Goods Chattels and
Credits of the said Intestate was Actually in a Treaty with the
Complainant himself in England about the Liquidation of the said
Debt and that he was most Sanguine in his hopes of Accomplish-
ing it And in Order to effect so happy a purpose as the the said
Duncan Davidson in his letter terms it had drawn upon these
Defendants for the Sum of Pagodas Twelve Thousand which Bills
were duly honored by them But in Order to enable themselves
to do so they were under the Necessity of discounting the Bonds
of the Companys Bonds which were then in their Possession
as Appears by the said Account Current Marked C and to
which they humbly pray a Reference may be had These

Defendants for further Answer say that the only remaining Specialties now in their possession belonging to the said Intestate Estate are the Two Bonds of the Rajah of Tanjore Amounting to Pagodas Sixty three Thousand One Hundred and Twenty Eight, Thirty three Fanams and Thirty One Cash which these Defendants Cannot pretend to Realize into Money at this time as it would be in direct Opposition to the Orders which they have Received on that Head from their Constituent the said Duncan Davidson who as Administrator to the Goods Chattels and Credits of the said Intestate has directed them to Resist every Attempt that is made to compell them to dispose of the said Rajahs Bonds at this period And these Defendants say that the said Duncan Davidson in giving such Orders Appears to be Actuated by Motives consonant with the Strictest Justice and the Most Rigid impartiality Arising from the honest wish of discharging with fidelity the duty Imposed in him as Administrator and by awaiting until he could Realize the Property of the said Intestate to the best Advantage enabling himself thereby not only to pay of all the Just Debts of the said Deceased, but to Save to his Near Relations a Reversion on which their only hopes of future Maintenance Seems to rest And these Defendants say that were they to Realize the said Rajahs of Tanjores Bonds at this time it would not only be attended with difficulty but at such a discount as would probably diminish more than half their Apparent Value a Circumstance which would not only do injustice to the Relations of the said Deceased but to the Creditors in General as there would not then be sufficient Assets to discharge all the Debts and in Consequence those of the Simple Contracts would be excluded and Partial payments made in favor of more Special Claims, and therefore the said Complainant cannot either legally demand or equitably expect a Sacrifice to be made to him wherein the Estate would suffer so much Real injury as it would unavoidably feel by disposing of the said Rajah of Tanjores Bonds at this time. And the more especially as the said Complainants Attornies must well Know that It is the wish and intention of the said Duncan Davidson to discharge the said Debt and that he is now possessed of Assets for that purpose having drawn upon these Defendants for the Sum of Pagodas Twelve Thousand as aforesaid In Order to enable himself to do so. Indeed these Defendants have every Reason to believe that the first dispatches from England will bring an Account of the Debt being Liquidated in full And in Order to convince the intentions of the said Duncan Davidson and to Shew to this Honble Court that He is Actually in treaty with the Complainant himself in England for the payment of his said Debt these Defendants have hereunto annexed Copies of Two Letters Marked **E** and **F** which they pray may be taken as part of this their Answer the Originals of which being in their possession and Ready to be produced when Required and these Defendants say that all

and every Matter Thereon before Mankind Being made Known
to the Complainant and the said Attorney that they had no Right
whatever to Call upon these Defendants for the Payment of
the said Debt but that they ought to have Referred their
Claim to England where the Principal parties themselves being
present in all probability every Matter would have been speedily
and Amicably Settled But Instead of following a Plan so
every way Calculated to Conciliate the said Complainant by
means of this said Attorney has wantonly pursued in Commen-
cing a Suit which Instead of forwarding Must be the means
of Retarding the Payment of this said Demand which It is
Involving himself and the Estate of the said Intestate in a
Tedious Troublesome and expensive Litigation without the prospect
of deriving any Advantage or benefit therefrom —

All which Matters and things these Defend.ts
are Ready and willing to verify Wherefore and Forasmuch as this
Humble Court Shall direct and Humbly pray to be
hence dismissed with their Reasonable Costs and Charges
in this behalf most wrongfully sustained —

Sworn to before me
this 12th Day of Decem.r 1789
Jos Dubre Porcher
Alderman

Edwd Sheldon
Wm Ravenel
Wm Bassnett

A

Dr The Estate of Duncan Andrew Baine in Account Current with Messrs Balfour and Spalding Cr

1787					1788		
Decemr	31st	To Cash paid for Postages		24	April 30th	By Balance Carried down to the Debit of the Estate with Balfour Spalding & Coll	242. 15. 61.
1788 January	19th	To D.o paid Mr Montgomery Campbell for Registering 2 Sanjaw Chapahs Bonds No. 9758	63. 6. 37.		E.E.	For 1 Pr George 30th April 1788 Signed Balfour & Spalding True Copy G Chalmer	
April	30th	To Balance of the Account due by the Estate to Messrs Spalding up to 1st March 1788	178. 27. 24.				
		Star Pags	242. 15. 61.			Star Pags	242. 51. 61.

B

Dr The Estate of D. A Baine in Account Current with Balfour Spalding & Coll Cr

1788 May	1st	To Balance brought down from the Credit of the Estate with Balfour & Spalding	242. 15. 61.		1789 Febry	18th By Amot of 6 Bengal Bonds sold this day Nos 716. 717. 718. & 719. for the Sum of CR. 1535. or Star Pagodas 1250 each for Ps. 5000. " "	
Augt	26th	To Cash paid Mr Baker Attorney at Law for Stamps &c	56. 5. "			Add Int. on Ds from 1 Jany 1787. to this day is 2 years 6 mos 18 days at 8 ℔ Ct ℔ Annum 852 8. "	
Octr	29th	To Ditto paid Mr Cockburn being mi full for 2 1/4 p.t of Suit between the Estate & Major Johnston	35. " "			5852. 8. "	
Novr	9th	To Ditto pd Do for Costs of Suit between the Estate and Dr Watson	34. 45. 1/			Discount @ 15 ℔ Cent 757 36. 64	5094. 15. 16.
1789 Jany	31st	To Ditto pd Mr Innes being the Values of 100 Pags. due by the Estate to the Revd Mr Stewarts	87. 25.		March	16th By Cash Recd for 2 years Int. on 11 Company's Bonds Nos 720. 721. 722. 724. 726. 727. 730. 790. 771. 772. Amounting to CR. 9299. 2. 3. Sa Rs 10998. 5. 10 @ 393. ℔ Pc	2190. 38. 48.
Febry	18th	To Amot due by the Estate to Major Johnston which was paid to Mr Cockburn as follows. —					
		In Cash 3250. 5. 48.					
		In Bengal Bonds estimated at par Sa Rs this day 3257. 26. 2.					
		Sa Is Dirct of 15 ℔ Cent made on part of the Debt (Viz. Pc 3793) due Major Johnston in consequence of paying the Cash in lieu of the Bonds as agreed to Vizt for Company's Bond 602. 29. 32.	6307. 31. 50.				
		Also Amot due to Dr Watson to be paid in Dedct @ 15 ℔ Cent Discount 90 15. 16.					
		Add Int. from 1 Jany to 17 Inst @ 8 ℔ Ct 5. 12. 52.	512. 14. 16.				
March	7th	To Cash pd Mrs Eve Balfour being the proportion of a Present to the Committee who inquired into the	517. 26. 68.			Carried Over Sa Pags	7285. 11. 64.

Dr The Estate of Duncan Andrew Baine in Account Current with Messrs Balfour and Spalding

1787				
Decemr	31st To Cash paid for Postages	1.	24	
1788 January	19th To Dto pd Mr Montgomery Campbell for Engrossing 2 Tanjore Pagoda Bonds 9pr 7858	63.	6.	37.
April	30. To Balance of the Account due by the Estate to Mr Spalding up to 1st March 1788	178.	27.	24.
	Star Pags.	242.	15	B.

Cr Messrs Balfour and Spalding

1788 April	30th By Balance Carried down to the Debit of the Estate with Balfour Spalding & Coll.	242.	15 B.
	E.E. Fort St George 30th April 1788 Signd Balfour & Spalding True Copy G Chalmer		
	Star Pags.	242.	51 B.

Dr The Estate of D. A Baine in Account Current with Messrs

May	1st To Ballance brought down from the Credit of the Estate with Balfour & Spalding	242.	15.	61
Augt.	26. To Cash paid Mr Baker Atty at Law for Three Bonds	56.	5.	"
Octr	29th To Ditto paid Mr Cockburn being in full for Cash Int between the Estate & Major Johnson	35.	"	"
Novr	9th To Ditto pd Do for Cash of Int between the Estate and Dr Watson	34.	45.	
1789 Janry	31. To Ditto pd Mr Innes being the Value of 100 Star Pags due by the Estate to the Revd Mr Swartz	87.	25.	
Febry	8th To Amot due by the Estate to Major Johnson which was paid to Mr Cockburn as follows —			
	In Cash	3250.	5.	48.
	In Bengal Bonds estimated at par Int to this day	3257.	26.	2.
	N.B. On Direct of 15 ℔ Cent was made an part of the Debt (Vide P. 3793) due Major Johnstone in Consequence of paying the Cash in Lieu of the Bonds as he agreed to receive from Companys Bond	602.	29.	32.
	Deduct @ 15 ℔ Cent Discount	90.	15.	16.
	Add Int from 1st Janry to 17th Curt @ 8℔ Ct	512.	14.	16.
March	7. To Cash pd Mr Jno Balfour being the	5.	12.	52.
		517.	26.	68

B Balfour Spalding & Coll.

1789 Febry	8th By Amot of 5 Bengal Bonds Sold this day 9pr 716. 717. 718. & 719. for the Sum of C.R. 1535. or Star Pagodas 1350 each for — P. 5000. " "			
	Add Int on Do from 1 Janry 1787 to this day is 2 years 1 mo 14 18 days at 8 ℔ Ct ℔ Annum — 852 B. "			
		58.52. B. "		
	Discount @ 15 ℔ Cent	757.	34.	64
		5094.	15.	16.
March	16. By Cash Recd for 2 years Int on 11 Companys Bonds 9r 726. 721. 722. 724. 726. 727. 730. 790. 771. 772. Amounty to C.R. 9299. 2. 3. Nr 1098. 5. 10 @ 393. ℔ 9r —			2190. 38 48.

1789		Brought over Star Pags	7680.	18. 69
March	13.	To Cash pd Accot fees on a Government Bill on the Chief & Council of Vizagapatam for Rx 21327.. 13.. 3.. or Star Pags 5687. 13. 3. @ 1 ⅌ Cent	1.	.. ..
		To Commission which our Correspt at Calcutta debit Our Accot with on the Sales of Bonds & Loans 26th last to this Day is Pags 7564.. 32.. 6 @ 1 ⅌ Cent is Pags	75. 27. 16.	
		To Our Commn on this Amt Rec'd on this Accot is ⅌ 7564.. 32.. 6 @ 1 ⅌ Cent is	75. 27. 16.	
			151. 15.. 32.	
		Star Pagodas	7832. 31. 21.	
May	1.	To Balance carried down	267. 41. 17.	
June	22.	To Commission which our Correspt to the Northd Debit Our Accot with on the Receipt of a Madras Govr Bill for Pags 5687.. 13. 13. @ 1 ⅌ Ct	56. 36. 53.	
July	29.	To Cash pd A. Cameron for the Principal & Int of Mr Baines Note of Hand to A Cameron Dated 20th Septr 1780 is Pags	600.	
		Int on Ditto to this day is 8 mos 9.. 10.. @ 12 ⅌ Ct ⅌ Annum	425. 8. 32.	
			825.. 8.. 32.	
		Deduct Discount @ 15 ⅌ Cent	115.. 22.. 13.	
Septr	12.	To Our Acceptce of two Bills of Exchange drawn by Duncan Davidson Administrator to the Estate & Effects of D. A. Baine for	12,000	709. 28. 19.
Octr	29.	To Commn which our Correspondents at Calcutta Debit Our Accot with on the Receipts of Money in Bengal from 1 May last to this day is Star Pags 13,595. 24. 27 @ 1 ⅌ Cent is Pags	135. 40. 15.	
		To Our Commn on the Amt Rec'd on this Accot from 1 May last to this day is Rx Pags 19282. 37. 30. @ 1 ⅌ Cent is	192. 34. 63.	328. 32. 76.
		To Balance in favor of the Estate this day		5919. 24. 25.
		Star Pagodas		19282. 37. 30.

1789		Brought over Star Pags	7285.	11. 64.
March	30.	By Cash Rec'd for 2 years Int on 3 Company's Bonds Nos 714, 715, & 910 Amo'g to CRs 1586. 3. 9. or Rx 1098.. 5.. 10.. @ 393 ⅌ ⅌	279. 20. 20.	
		By Balance carried down	267. 41. 17.	
		Fort St George		
	30th	April 1789 (Signed) Balfour Spalding & Holt		
		True Copy G. Chalmer Attg for Defendt		
		Star Pagodas	7832. 31. 21.	
June	22.	By Amount of a Madras Govern't Bill on the Chief & Council of Vizagapatam Dated 14 March 1789 for CRs 21327.. 13.. 3. or	5687.. 13. 3.	
July	29.	By Amo't of a Bengal Bond Sold this day Rx 720 for CRs 5535 or Star Pagodas	1250..	
		Int on Ditto from 1 Janry last @ 8 ⅌ Ct	57. 10 ..	
			1307. 10. ..	
		Deduct Discount @ 14 ⅌ Ct	183.	1124. 10. ..
Septr	12.	By Amt of 13 Company's Bonds Sold this day in Consequence of Our Coming Under Acceptance for 2 Setts of Bills drawn by Duncan Davidson Esqr on us as Administrator to the Estate and Effects of D. A. Baine Nos 721.. 722.. 724.. 725.. 726.. 727.. 730.. 770.. 771.. 772.. 714.. 715.. & 910. as p the Annual Dest Annuity to CRs 60158. 12. 7. or Pags	13579. 2.. 29.	
		Int from 1 Janry last to this Day is 254 days @ 8 ⅌ Cent	755. 34. 31	
			14334. 36. 60.	
		Discount @ 13 ⅌ Cent	1863. 22. 33.	12471. 14. 27.
		Errors Excepted Fort St George 29th Octr 1789. Balfour Spalding & Holt		
		True Copy J. Chalmer Attg for Defendt		
		Star Pagodas		19282. 37. 30.

D

A List of Papers Deposited in the Hands of Mess.rs Balfour Spalding and Colt Them belonging to the Estate of Duncans Andrew Baine —

Nos								
716	One Bond of Fort William dated 1.st Jan.y 1786 Curr.t Ac.t Pay.e to Mess.rs Ferguson and Fairlieston Acc.t of Balfour & Spalding			5535.	..	..	1250.	.. ..
717	One Bond	Ditto		Ditto		5535.	.. ..	1250. .. ..
718	One Bond	Ditto		Ditto dated 1.st Nov.r 1786		5535.	.. ..	1250. .. ..
719	One Bond	Ditto		Ditto	Ditto	5535.	.. ..	1250. .. ..
720	One Bond	Ditto		Ditto	Ditto	5535.	.. ..	1250. ..
721	One Bond	Ditto		Ditto	Ditto	5535.	.. ..	1250. .. ..
722	One Bond	Ditto		Ditto	Ditto	5535.	.. ..	1250. .. ..
724	One Bond	Ditto		Ditto	Ditto	5535.	.. ..	1250. .. ..
725	One Bond	Ditto		Ditto 23.d Oct.r 1786		5535.	.. ..	1250. .. ..
726	One Bond	Ditto		Ditto	Ditto	5535.	.. ..	1250. .. ..
727	One Bond	Ditto		Ditto	Ditto	5535.	.. ..	1250. .. ..
730	One Bond	Ditto		Ditto	Ditto	5535.	.. ..	1250. .. ..
770	One Bond	Ditto		Ditto	Ditto	4538.	11. 3.	1025. .. ..
771	One Bond	Ditto	Estate of A Baine dated 14.th Nov.r 1786 for the	Ditto	Ditto	4981.	8. ..	1125. .. ..
772	One Bond	Ditto		Ditto	Ditto	4981.	8. ..	1125. .. ..
715	One Bond	Ditto		Ditto	Ditto	4981.	8. ..	1125. .. ..
714	One Bond	Ditto		Ditto dated 1.st Nov.r 1786		5535.	.. ..	1250. .. ..
910	One Bond	Ditto		Ditto	Ditto	1556.	10. 4.	351. 19. 51
						344.	.. ..	77. 24. 58.
	One Tanjore Rajahs Bond Certify.d by Mr A. Mc Campbell dated 15.th January 1788					87803.	13. 7.	19829. 2. 29
	& One Tanjore Rajahs Bond Certify.d by Ditto dated D.o					55703.	.. 46.	
						74253.	16. 5.	
	Errors Excepted.							63128. 32. 31
	Port St. George				Pagodas.			82957. 34. 60.
	29.th Oct.r 1789.							

Balfour Spalding & Colt —

E

London 20.th Jan.y 1789 —

Copy
Original of this Sullivan
Capt.n Bowney

Gentlemen

Since the Arrival of your Mr. Spalding in this place I have frequently had the pleasure of seeing him, & at his desire I now transmit to you a power of Atty from me as Adm.r to the Estate and Effects of the late Dun.n Andrew Baine of Madras dec.d The particulars of whose affairs have been left in your hands by Mr. Spalding with his Observations thereon, he has delivered me his Account Current with the Estate made up to the 31.st May 1787 Shewing a Ballance in its favor of Star Pag.s 178.27.24. together with a Note of the East India Comp.y Bonds then in his Possession Amounting to L. R.s 87,803. 13. 7. A.R.d 81299.139. which at 410 A.R.s P. is equal to Star P.s 19829. 11. And of the Rajah of Tanjore Bonds likewise in his Possession — Amounting with Int.t to the 12 July 1787 to the Sum of Star Pagodas 63,128. 32. 31. These with a Note of Hand of Ensign Geo. Salman for Star Pag.s 100 with some Books Pictures a Watch & Seals left with Mr. Spalding by Mr. Rose Constitute, I believe the whole of Mr. Baines Effects Mess.rs Balfour Spalding & Colt and which are now recommended to your Charge Mr. Spalding left with you a list of the Debts due by the late Mr. Baine then unpaid, to which I beg

Leave to Refer you and by which I beg leave to Observe all the Bonds Bills are paid except those to Dr Buchanan and myself I am now on Treaty with that Gentleman for the Liquidation of his Bond there on which those Bills shall issued and of which I shall in due time give you Notice I am likewise on Treaty with Mr Bridie for the same purpose and I have great Hopes of coming to Negociations with Mr Hopkirk the Agent of Mr Taylor for the Liquidation of this demand Against Mr Baines Estate therefore will Enable me in part to effect these happy purposes I observe Mr Spaldings Recommendation drawing upon you two Sets of Bills in his favor the 8th Instant One Sett of four Bills for Star Pagodas 5000 and the other Sett of five Bills for Star Pagodas 7000 Agreeable to the Terms expressed in the said Bills payable in Seven at 90 days after Sight, in Return for which you are to Receive from the Payee or Holder of the said Bills, five Sets of Bills on the House of Messrs Charles Hoares & Co of Nine pluses to the Amount of £ 5100 Stg being at the Exchange of 8/6 p Star Pagoda Agreeable to the Conditions of the Bills drawn by me upon you, upon this Subject I shall write you more fully to Accompany the Bills and to which I beg leave to Refer you in the Mean time Mr Spalding has promised me to Communicate the Circumstances to you & to Secure your favoring due honor to the Bills upon the Account for which they were drawn as your Hold to large an Amount of Effects on your hands for your Reimbursement, for whatever may be deficient of Cash in your Possession on my Account as Admr to the Estate of Mr Baines you are at Liberty to discount to that Extent of the East India Co Bonds, which Mr Spalding leads me to expect will be very Moderate by the time this Reaches you should it prove otherwise from any extraordinary Press from the Circumstances being Adopted by those here who are in the same Situation with myself desirous of Availing themselves of the present favorable Mode of Obtaining Remittances to this Country, I trust you will give me same Indulgence by holding the Bonds until the forgoing Subsides, if you can in the Mean time Command the Advance of my Money which otherwise I am Sensible I have no Right to Ask of you, indeed my only plea and Object are to do all the Service I can for a large and deserving family of Females who have Nothing to look to, but the Reversion that may come to them from this Estate whatever it may be and this benevolent and good Work I am sure you will Co operate with me and give me every Aid in your Power by converting the Property in your hands to the best Account which under your Direction and in the Mode of Remitting it to me, as the Discount of the Tanjore Rajah Bonds must of Course be large I cannot think of parting with any of them at present you will therefore Attend to Receiving the Interest & Instalments paid on them until the whole shall be Completed or that a more favorable period shall occur for Converting them into Cash or European Remittances, you will

Leave to Refer you and by which I beg leave to Observe all the Bonds Debts are paid except those to Dan.l Cruchanan and myself Same now on Treaty with that Gentleman for the Liquidation of his Bond there on which Steps I shall Succeed and if such I shall in due time give you Notice I am likewise on Treaty with the Bonds for the same purpose and I trust good Grounds of Negociation with Mr. Hopkirby the Agent of Mr. Parker for the Liquidation of his demand Vgainst Mr. Baines Estate therefore am Coder to enable me in part to effect these Happy purposes I Observe at Mr. Spaldings Recommendation drawn upon you two Setts of Bills in this favour the 15th Instant One Sett of four Bills for Star Pagodas 5000 and the other Sett of five Bills for Star P.s 7000 Agreeably to the Terms expressed in the said Bills payable in Specie at 90 days after Sight, in Return for which you are to Receive from the Payee or Holder of the said Bills, five Setts of Bills on the House of Messrs. Charles Stuart & Co. of this place to the Amount of £ 5100 Stg being at the Exchange of 2/6 p Star Pagoda Agreeable to the Conditions of the Bills drawn by me upon you, upon this Subject I shall write you more fully to Accompany the Bills and to which I beg leave to Refer you in the Mean time Mr. Spalding has promised me to Communicate the Circumstance to you & to Secure your paying due honor to the Bills upon the Account for which they were drawn as you shall be Largely in Advance on your hands for your Reimbursement, for whatever may be deficient of Cash in your Possession on my Account as Admr to the Estate of Mr. Baine you are at liberty to discount to that Extent of the East India Co.s Bonds, which Mr. Spalding leads me to expect will be very Moderate by the time this Reaches you should it prove otherwise from any extraordinary Press from the Circumstances being Adopted by those here who are in the same Situation with myself desirous of availing themselves of the present favorable Mode of Obtaining Remittances to this Country, I trust you will give me some Indulgence by holding the Bonds until the pressure Subsides, if you can in the Mean time Conveniently Spare the Advance of the Money which otherwise I am Sensible I have no Right to Ask of you, indeed my only plea and Object are to do all the Service I can for a large and deserving family of Females who have Nothing to look to, but the Reversion that may come to them from this Estate whatever it may be and that benevolent and good Work I am sure you will Co-operate with me and give me every Aid in your Power by converting the Property in your Hands to the best Account while under your Direction and in the Mode of Remitting it to me, as the Discount of the Tanjore Rajah Bonds must of Course be large I cannot think of parting with any of them at present you will therefore Attend to Receiving the Interest & Instalments paid on them until the whole shall be Completed or that a more favorable period shall occur for Converting them into Cash or European Remittances, you will be

be particularly Attentive to Attend to have the Bills drawn upon
Messrs Charles Ellis & Co of this Place to be in exact Conformity
to the Bond I have Signed / of which a Memorandum gains a Copy
herewith / and to the Conditions expressed in the Bills I have drawn
upon you and which Bills you will of Course Count me by the
earliest Conveyance to the Number of four Sets so that the Needful
may be done here in Regard to them, you will observe by the Copy
of the Bond what a Secure and prompt Security I shall receive of the
Most Punctual Honor is not spared to my Bills, but of that I
cannot have the least Doubt from the Nature of the Circumstances
and from Mr Spalding's Assurances, who in Confirmation thereof has
been so Obliging to endorse the Bills at his own Instance, yet
I am so Anxious on this Head, that in Case of any Demurr or Accident
whatever, I do hereby Authorize and impower you to Revalue yourselves
by drawing upon me for any Deficiency that can possibly Arise at
the Current Exchange of the Period upon the most favorable Terms
you can Obtain payable at 12 Months after Sight, or I Authorize
you to Assume such Part of this intended Remittance for your own
behalf and Respon Subject to the same Conditions in every Respect
which I have Covenanted to fulfill, for such Deficiency as may Arise
on my Account with you, Observing that the further Expence here
will be about 3½ p.C. from which I must be indemnified however
as these precautions are Merely proposed by me, in Case of dire
Necessity, and which I must cannot Doubt, from the Property you
hold, and the Confidence which I must you have in me, I will not

not urge further upon them but Rest in the Assurance that the
Transaction will have your hearty Approbation and the whole terminate
Agreeably to Our Expectations here and in the faith thereof I shall
Accordingly Act in my Negotiations with Dr Buchanan Mr Brodie
and Mr Shepley in behalf of Mr Taylor, According to the Progress
I make therein, so must my future Operations with you be conducted
and upon which Subject I Request to be favored with your earliest
and Regular Advices, that in whatever I do I may be enabled to
Act in Conformity thereto, that we may perfectly Understand each
other and Commit no prejudice to the Estate under Our Care you
will inform me if you have any Chance of Recovering Payment
of Ensign Geo: Salmans Note of hand.

Mr Spalding wants inform you that the Land Debt
to Lieut Parr was paid, it is my intention, and wish to liquidate, and
pay here the Land Debt to Dr Buchanan but if unfortunately
that cannot be Accomplished on Moderate Terms, he may perhaps
be induced to have Recourse to you, in that event I see no
Alternative but Complying with the Demand & getting his Attorys
to Accept of Company Bonds to the Amount, which Considering
all the Circumstances they ought Chearfully to do, and if Referred
to you, I trust you will be able to Accomplish the Matter
Accordingly - In Regard to the Simple Contract Creditors I hope
you will be able to effect better Terms with them, and prevail
upon them to Receive their Payments as / Assets may come
into your hands and that without Interest at any Rate & with
you to Resist every Attempt to force you to dispose of any of

this

either the Company or Private Hands, at as Discount to save them, but let them wait the Regular Course of your Sitting and Cash for them as many of these Debts as you can, remit to me for Settlement in this Country, I wish you to Effect as I doubt not but I can do it upon better Terms than you can at Madras for Instance Mr Brodie has already offered to take his Money at 8/ p Pa with 5 p Cent Int. being the legal Interest of this Country Even hope to be able to settle with Dr Buchanan upon these Terms if not better, I shall be more Rigid with Mr Shepherd & I can liquidate Mr Taylor's Account with him this I consider as the most difficult Matter to Arrange in all Mr Baines affairs and I must have your and my Attention Accordingly for your Information and Government herein I now transmit you the Copy of a Memo.r delivered to me by Mr Rose, with an Addition thereto made up by me, an Acct. Current rendered in by Mr Taylor himself and in his own hand writing, so that when the various deductions are made from this Gent.n Acct. with Mr Baine & Settled myself, there will remain but very little due to him. The most important Demand is that of Captain Johnson in the Adjustment of which I am confident he will be very Moderate, out of Regard to the Memory of his dec.d Friend, and the Numerous poor, and necessary Relations he has left behind him, otherwise entirely unprovided for. —

I have only spoken to Recommend to you to make me as Adm.r from time to time such Remittances as you may have in your Power on Account of the Estate, in all which I shall hold you harmless and do hereby Guarantee the same to you Accordingly. —

I Request to have the pleasure of hearing from you from time to time, and Remain with the greatest Esteem and Respect. —

Gentlem.n

your faithf.l & Obed.t Hble Ser.t

/ Signd / Duncan Davidson

True Copy

G. Chalmer

Attg for Defend.t

F

London 29th January 1789. —

Original via France

Copy by the Sullivan Capt Rowney

Messrs Balfour Spalding & Holt

Gentlem.n

Referring to my letters to you by the Ships of this Season from this Place which Carry off full powers and Instructions to you in Regard to the Affairs of the late Duncan Andrew Baine of Madras dec.d which have hitherto been Conducted by you Mr Spalding, The present Serves only to inform you

either the Company or Private Hands, at as Discount to save them, but let them wait the Regular Course of your Living in Cash for them as many of these Debts as you can Remit to me for Settlement in this Country, I wish you to Effect as I doubt not but I can do it upon better Terms than you can at Madras for Instance Mr Chardin has Already offered to take his Money at 8/ p.r with 5 p.r Cent Int.t being the legal Interest of this Country I even hope to be able to Settle with Dr Buchanan upon these Terms if not better, I shall be more Right with Mr Shipsley if I can liquidate Mr Taylors Account with him this I consider as the most difficult Matter to Arrange in all Mr Baines affairs and it must have your and my Attention Accordingly for your Information and Government herein I now Transmit you the Copy of a Memo.r delivered to me by Mr Rose, with an Addition thereto made up by me, an Acct.t Current Rendered in by Mr Taylor himself and in his own hand writing, so that when the various deductions are made from this Gent.n Acct with Mr Baine I flatter myself, there will Remain but very little due to him. The Most important Demand is that of Captain Johnson in the Adjustment of which I am Confident he will be very Moderate, out of Regard to the Memory of his dec.d Friend, and the Numerous poor, and deserving Relations he has left behind him otherwise entirely unprovided for. —

I have only further to Recommend to you to make me as Adm.r from time to time such Remittances as you may have in your Power on Account of the Estate, in all which I shall hold you harmless and do hereby Guarantee the same to you Accordingly. —

I Request to have the pleasure of hearing from you from time to time, and Remain with the greatest Esteem and Respect. —

Gentlem.n

your faithf.l & Obed.t Hble Serv.t

/signd/ Duncan Davidson

True Copy

G. Chalmer

Attg for Defend.t

F

London 29th January 1789. —

Original via France

Copy p.r the Sullivan Capt Downey

Mess.rs Balfour Spading & Nott

Gentlem.n

Referring to my Letters to you by the Ships of this Season from this Place which Carry off full powers and Instructions to you in Regard to the Affairs of the late Duncan Andrew Baine of Madras dec.d which have hitherto been Conducted by you Mr Spading. The present Serves only to inform you

that by his Concurrence and advice I have drawn two Sets of Bills upon you in his favor dated the 16th Instant at Sight of Five Thousand Star Pags. and the other for Seven Thousand Star Pagodas, Agreeably to the Terms expressed in the said Bills, payable in Specie at Ninety days after sight, in Return for which are to Receive from the Payee or Holder of the said Bills five Sets of Bills on the House of Messrs. Charles Hennis & Co. of this Place to the Amount of £5600 Stg being at the Exchange of 8/6 P. Star Pagoda Agreeable to the Conditions of the Bills drawn by me upon you, I make no doubt of your paying due honor to these Bills the Amount you will Charge to me as Administrator to the Estate and Effects of the late Duncan Andrew Baine dec.d for your Reimbursement I Observe you possess the East India Co.y Bonds for 6.R/ 37803. 13. 7/ of which so far as you are not in Cash must be discounted to Value the Sum Receiving you have besides the Bonds of the Rajah of Tanjore for Star Pagodas 63.128. 32. 31. These latter I mean shall Remain in your Hands, Receiving the Interest and Instalments on them as they may become due if Possible the whole shall be Compleated or that a more favorable period shall occur, for Converting them into Cash or European Remittances you will of Course take care to have the Bills to be drawn on Messrs. Charles Hennis & Co. Conformable to the Conditions expressed in those I have drawn upon you, and which Bills you will of Course Remit me by the earliest Conveyance to the Number of 5 Sets so that the Needfull may be done Here in Regard to them; The Penalty of Non performance by either Party is Secured by Bond at the Rate of Twenty five

per Cent. tho' I can have no doubt of your Paying due Honor to my Bills your Partner my friend Mr. Spalding having Satisfied his Apprehensions by endorsing them, yet in Case of any demurr or Accident I do hereby Authorize you to Reimburse yourselves by drawing upon me for any deficiency that can possibly Arise or by Transferring and passing to that Amount the Bills upon Messrs. Charles Hennis & Co in lieu of those which I have drawn upon you and that so far the Transaction may Check and I may not be made Subject to the Penalty of my Bond in any degree Whatever. I however can have no doubt of your honoring my Bills upon the Account in which they are drawn and that the whole Transactions shall come in Regular Course Should you even make some Small advance until Reimbursed from the large Effects in your hands, of this my Friend Mr. Spalding gives me the Strongest Assurance and there I will Rest it Indeed he proposed to me to draw upon you for a larger Sum, but that I declined until I had your decided permission and to what extent, which you will please take into Consideration in your Reply & Limits, my great Object in Securing this Remittance to Europe is to enable me to discharge here the debts to Dr. Buchanan & Mr. Brodie which in Consequence thereof, I hope to be Able to effect upon Moderate and advantageous Terms for Mr. Baines Estate I have only further at present to Assure you that I am with the greatest Esteem and Respect &c.a D.w Davidson Adm.r to the Estate and Effects of the late Duncan Andrew Baine of Madras Deceased

Five Comm.n & Brokerage paid by me here on this Transaction

is

3 J sent Mr Spalding's Letter to hope that the discount on the East India Comp.y in your Profession, will be very Moderate by the time this reaches you Messrs Harris & Co. have Assured me that this Letter shall accompany the first Sett of the Bills that shall be sent to Madras from France.—

Yours &c.y

J. Palmer

Atty for Defend.t

Filed 9th March 1790

Replication of Duncan Buchanan of the Kingdom of Great Britain Esquire by his Attorney John Irving Edward Saunders Edward Garnier and Christian William Gronicke of Madras Inhabitants Replicant to the Joint and Several Answer of William Balfour and Oliver Colt of the same place Merchants and witnesseth Alexander Davidson Forrester Rose, Duncan Davidson and Bernard Baine are also Defendants.—

The said Replicant now and at all times hereafter saving and Reserving unto himself all and all Manner of Benefit and advantage of Exceptions to the Manifold Insufficiencies and uncertainties in the Defendants Answer contained for Replication thereunto Saith that all and every the Matters and things in and by his said Bill

Charged and declared he will justify maintain and prove to be good Certain and Sufficient in the Law to be answered unto in such Manner as the same are therein and thereby Set forth and Declared and that the Defendants said Answer 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 whereto, being now and at all times Saved unto this Replicant and the said Replicant by his said Attornies Saith that the said Defendants William Balfour and Oliver Colt having Appeared to this Replicants Bill for discovery of Parties and Relief, and having filed in this Honble Court a Letter of Attorney to them the said Defendants and John Spalding Copartners from the above Named Duncan Davidson as Administrator of all and Singular the Goods Chattels Rights and Credits which were of the said Duncan Baine Deceased, and their Acknowledgment in their said Answer, that they have Acted under such Nomination and Appointment, and that they now continue so to do, this Replicant saith that the said Appearance of the said Defendants on their own and that behalf doth not only bind them but doth also bind and Subject the said Duncan Davidson as Administrator as aforesaid to such Decree as this Honble Court may give and Award in the premises and this Replicant therefore Say that the Defendants having thus taken upon themselves to Act under the said Powers and Authorities to them delegated by the said Duncan Davidson in the Management and Administration of the Estate of the said Duncan Andrew Baine they the said Defendants and the said Duncan Davidson are

Severally

severally indebted unto this Repliant by Vearsen thereof in the Sum of Ten Thousand and Thirty One Pagodas and forty two fanams the Sum charged to be due by this Repliant by the said Attornies in his said Bill of Complaint. And this Repliant saith that altho it may be as is Sett forth by the Defendant that Letters of Administration were first granted to the Estate and Effects of George Ramsay Esquire now Sir George Ramsay and Forrester Rose Esquire both of the Kingdom of Great Britain, and at that time of Madras Residents Yet doth not appear that they Acted under such powers, and it Appears by the Defendants own Shewing in their Answer that such powers were Afterwards Revoked and that other Letters of Administration were therefore granted to Alexander Davidson Esq.r and the said Forrester Rose as Attornies to the aforenamed Duncan Davidson Attorney to Bernard Baine, Father to the said Duncan Andrew Baine, and it doth not Appear that the said Alexander Davidson or the said Forrester Rose did further Act in the said Administration of the said Estate, than by issuing out Letters of Administration to the Estate of the said Duncan Andrew Baine in the Name and behalf of the said Duncan Davidson the Attorney to the said Bernard Baine, but that the said Alexander Davidson and Forrester Rose did prevail upon the above Named John Spalding to take upon himself the Care and Management of the said Intestates property who Accordingly Accepted the said Charge and Management thereof, and this Repliant saith that it is immaterial, whether the Defendant William Balfour and Dixon Coll.t did or did not intermit themselves in the said Estate during the time that the same was under the Management of the said John Spalding further than by opening an Account in the Books of the Defendants, and the said John Spalding as is Shewn by the Account Current or Exhibit Marked A annexed unto the said Answer, Yet it appears that the Defendants Approved what was done by the said John Spalding therein so far as to Admit of the same by bringing down the Balance of the Account Current A to the New Account B and that since that Act no One, saith had the Care Charge and Management of the Estate of the said Duncan Andrew Baine, but the Defendants Joinibg with their said Copartner John Spalding, all Joint Attornies under the said Power of Attorney from the said Duncan Davidson. Because this Repliant saith that it appears by their said Answer, that altho they did not Act under the said Alexander Davidson and Forrester Rose, that they did Nevertheless Act under the Name given by them to the said John Spalding as Attornies to their said Copartner, and that they did in Consequence thereof possess themselves of the whole of the Intestates Estate, Consisting of Bonds of the East India Company and of the Rajah of Tanjore Amounting in all to the Sum of Eighty two Thousand Nine Hundred and fifty Seven Pagodas thirty four fanams and Sixty Cash as Shewn by the Exhibit E.a annexed unto their said Answer, and the Defendants do further Acknowledge that they continued so to Act in the Care Charge and Management of the said Estate of Duncan Andrew Baine untill on or about the Eleventh day of June last past at which time they Received from the said Duncan Davidson as Administrator to the said Estate of the said Duncan Davidson a Letter of Attorney bearing date the Sixteenth day of January in the same year Nominating and Appointing them the said Defend.ts and their said Copartner the said John Spalding, his true and lawfull Attornies, in Consequence whereof, and by the said Defendants for themselves and the said John Spalding having accepted of such Nomination and

and Appointment, all former powers from the said Duncan Davidson to the said Alexander Davidson and Forrester Rose were Revoked and Annulled, and the Defendant solely became, as they Acknowledge themselves to be Amenable to the said Duncan Davidson and whose instructions they are, as they say as his Agents bound to obey in respect in such Matters this Repliant prays to observe whereof they are personally made and became Responsible, as far as their Management and Interference in the Estate has made them Liable in the Law

The Defendants say that the Accounts A B and C. exhibited as Statement of all and every of their Transactions and dealings with the said Intestates Estate and they do pretend that the only Balance of the Estate in their possession Amounts to the Sum of Five Thousand Nine Hundred and Nineteen Pagodas Twenty four fanams and Twenty five Cash which this Repliant doth not admit, but insist that the Defendants ought to Account for a large Sum because it appears that the Defendants have disposed of the Estate of the Deceased at an under Value or discount without shewing any legal Cause or Reason for their so doing And this Repliant doth deny that they were under any legal necessity to discount the Company's Bonds belonging to the Estate for the purpose of paying the Sum of Twelve Thousand Pagodas which they say the said Duncan Davidson had drawn upon them the said Defendants but this Repliant doth insist that the discounting of the said Company's Bond was a Waste committed by them the said Defendants to the prejudice of the Estate of the said Duncan Andrew Caine, and to the great damage and Injury of the Creditors of the said Estate and done in the View of favouring the illegal designs of the said Duncan Davidson to possess himself of the whole Estate And

This Repliant saith that the said Defendants could not legally pay away the Estate of the said Intestate to the said Duncan Davidson, before they had fulfilled the Sole purpose for which only the said Duncan Davidson could Appoint them his Attornies as Administrator as aforesaid, which was the purpose of paying off the Intestates Debts in India, which the Defendants ought to have enquired after and have made themselves informed of by advertisement in the Madras Courier or by other publick Notification. And this Repliant doth therefore say that knowing that the said Defendants were the Attornies of the said Duncan Davidson and that they could only be so far that legal purpose of paying off the Debts of the Intestate in India from the Effects of the Estate in India and knowing also that they were in possession of more than was sufficient for that purpose, this Repliants said Attornies were justified in their Actions against the Defendant, and the other Defendants, to the End that he might discover in whose hands the Estate of the Intestate was, in Order that he might procure payment therefrom - and this Repliant saith that is immaterial under what power the Defendants have Acted, because no powers can justify an illegal Act and having had the Estate of the Intestate in their hands they are became personally Responsible for the same to the utmost Extent and Value and that if they have illegally devested themselves thereof they have been guilty of a Waste and are chargable as Executors in their own wrong and Responsible to the Creditors for such their illegal Conduct and Mismanagement And this Repliant doth deny that the said Duncan Davidson was in Treaty with the Repliant to pay [illegible] and Remand further than that the said Duncan Davidson

did make proposals to this Repliant, which were inequivalent to the to the Amount of his demand and without even tendering the means to fulfill the said Proposals, this Repliant was therefore under the Necessity of giving his said Attornies instructions to prosecute for the payment of his said just demand on the Spot where the Effects of the Estate were and ought to have remained, until the Several demands thereon arising were fully paid off and discharged, and this Repliants Attornies in Order to shew the unreasonableness of the said Duncan Davidson's proposals, doth pray to annex hereunto a Copy of an Original from the said Repliant unto his said Attornies, which he prays may be Admitted as part of this his Replication the Original whereof being in this Repliants possession and ready to be produced when properly called for. And this Repliant saith that the inconsistency of the Defendants and the illegal Conduct of the said Duncan Davidson in the premises doth evidently appear by the Defendants having allowed themselves the Liberty to diminish and under value the Effects of the Estate by discounting the said Company's Bond, not for the purpose or necessity of paying the Creditors or Satisfying a Decree of Court, and without having previously advised with the Creditors thereupon and that at the time that demands of payment are made upon them by the said Creditors and by this Repliant in particular, they pretend that they have not sufficient Effects remaining in their hands and justify the said deficiency by Alledging that it Arises from the disposal of the Estate at a high discount for the purpose of sending the Effects of the Estate out of India to Europe to the said Duncan Davidson, at the same time that it Appears by their Answer that they Condemn that Conduct

in themselves, by holding themselves forbid and Restricted from selling other Funds of the Estate so that the two Bonds of the Rajahs of Tanjore Amounting to the Sum of Sixty three Thousand One Hundred and Seventy Eight Pagodas Thirty two fanams and Thirty One Cash. And this Repliant saith that the Defendants Answer Sheweth that the said Duncan Davidson had Reason to Apprehend that demands would be made upon them his said Attornies in India, which were just and would be made Accordingly for the Defendants Say that he the said Duncan Davidson had directed them to Resist every Attempt that should be made to Compell them to dispose of the said Rajahs Bonds And this Repliants saith that the Reasons for this Conduct is Evident and that Intent and design of the said Duncan Davidson appears to be to get into his possession the whole of the property of the Estate of the said Duncan Andrew Blaine without paying his just and lawfull Debts and this Repliant therefore saith that as the Defendants have taken upon themselves to favor the said Intentions and designs by paying away to the said Duncan Davidson Several Sums of Money Received and procured by the Sale and disposal of the Estate, at a very large discount and as the said Defendants have so done, under the Assurance and encouragement of the said Duncan Davidson having promised and Covenanted to indemnify them for their so doing this Repliant prays to Refer to this Honble Court, whether the said Defendants should not make good any pretended deficiency they may shew to be in Effects of the Estate and Effects of the said Duncan Andrew Blaine out of their own personal Estate. And this Repliant

Saith

Lastly Saith that the Amount of the Debt and Demand being admitted by the said Defendants and also by the said Duncan Davidson their Constituent, they Defendants forego a Decree with Interest and Costs as the Said Already Prayed.—

All which Matters and Things this Defendant is Ready and willing to aver Maintain and Prove as this Honble Court shall direct and most Humbly Prays as in and by the said Bill of Complaint he has already Prayed.—

Wm Dickey
Solr for Defts

John Turing Esqr
Madras
Black Town

Fort St George
Telegraph 24th Feby 1789

My Dear Sir

I Received your favor of the 29th Feby 1788 enclosing my Acct Current and the Bill for the Remittance by Colonel in 1787 has also come safe to hand for both of which I am much Obliged to you, and as we expect every Soon to hear the Pleasure of Seeing you in Britain this is only to Acquaint you, in case any thing should have prevented your Sailing, or if you have left Madras your Successor on the Management of my Affairs there, that after some Correspondence with Mr Duncan Davidson the Administrator &c. &c. &c.

pay me here the Principal of the Bond with Interest from its date Viz. 1st Jany 1781 at five per Ct. per Annum out of the first Effects that might be Remitted to him and none of which he had as yet Received— but this Appeared to me so very unreasonable that I positively Refused it you will therefore see the Necessity of taking every legal means to force the payment of the Money in India, as I understand from my Man of Business that nothing can be done here with out the Original Bond and even with it a Prosecution against the Administrator would be— doubtfull till the Effects were Remitted, and further that Mr Spalding Arrived in Britain last Summer and I wrote him in Nov. he gave me no Answer but delivered my Letter to Mr Davidson whoever evades giving me any Statement of Gaines Affairs and Stake this treatment the worse as Doctor Whyte writes me that Co. Tanner on threatening to persecute Mr Spalding Received a proper payment before he left Madras I shall trouble you with nothing further at present but to inform you that all friends in London were well when I last heard of them and my family here are likewise well and desire to present their best Compliments and I Remain— My Dear Sir

yours Most Sincerely
Dr Buchanan

True Copy
Wm Dickey
Actg Supt

Filed the 27th April 1790

The Amended Rejoinder of William Balfour and Oliver Colt of Madras Inhabitants Defendants to the Replication of Duncan Buchanan of the Kingdom of Great Britain Esquire by his Attorneys John Turing Edward Saunders Edward Garnon and Christian William Gernick, also of the same place Inhabitants Complainants

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 Complainants said Replication Contained for Rejoinder thereunto Say that they will ever justify maintain and prove their said Answer to the Repliants said Bill of Complaint and all and singular the Matters and things therein Contained to be good true certain and Sufficient in the law to be Replied unto in such Manner and form as the same are therein and thereby Set forth and Alledged and that the said Replication is very untrue evasive and insufficient in the law to be by these Defendants Rejoinder unto for divers defects and imperfections therein Contained, and these Defendants for further Rejoinder Say they have in a fair open and candid Manner fully and Completely Answered to every interrogatory Contained in the Complainants Bill of Complaint and that they have, in and by the Exhibits which are annexed thereto In a clear ample, and Unambiguous Manner Set forth their Transactions with the Estate of the said Duncan Andrew Baine from the time when they acted first as Attornies to their Copartner the said John Spalding, and afterwards when under the immediate Letter of Attorney of the Administrator the said Duncan Davidson, during which time, and till this period, they Conceive their Conduct has been strictly uniform and Legal — And therefore these Defendants cannot help Considering the extraordinary Charge of waste which the Repliant has Alledged against them to be equally unjust and unmerited, These Defendants Say that the Repliant seems not to have perused the Letters Marked **D** and **E** which are annexed to their Answer, otherwise He never would have Alledged in his Replication that no just and Legal Reason had been Shewn for discounting the Companys Bonds These Defendants Say that it appears therein that the Administrator the said Duncan Davidson from a wish and desire to liquidate the Bond debt due from the Estate of Duncan Andrew Baine to the Repliant, had drawn upon them for the Sum of Twelve Thousand Pagodas / 12,000. / and being desirous to secure so favorable a Remittance for so good a purpose He entered into an Agreement with the House of Messrs. Charles Herries and Co. of London Merchants to whom the said Bills were made payable for that purpose; each party Covenanting therein for their Regular Negociations under a penalty of Twenty five / 25 / p.Cent. That is to say the said Duncan Davidson, Covenanted to be Answerable for the payment of the Bills in India, again the House of Herries and Co. were Answerable for the Realization of that Money in England, at the Rate of 8/6. for every Pagoda and in Order to Shew this Transaction in a Clear Manner to this Honble Court These Defendants have

Sheweth Annexed a Copy of the said Agreement or Indenture, as Transmitted to them by their Constituent, the said Duncan Davidson and to which they Humbly pray a Reference may be had, These Defendants say, that if they had not discounted the Company's Bonds, agreeably to their Instructions, and paid the said Bills when they became due, That the Estate of the said Duncan Andrew Baine would have Suffered, and Sustained a very Serious Loss and Injury thereby, as the aforesaid penalty of Twenty five (25) p Cent would have been forfeited and in that Case these Defendants would indeed have Committed a Most Serious Waste; and would then have Merited that Opprobrium wherewith they are now unjustly Charged And these Defendants having thus explained, and Shewn the Reasons which induced the Administrator to Order the Bonds of the Company to be Discounted for the purpose of Answering the Bills drawn as aforesaid also the Advantages which Accrued to the Estate of the said Duncan Andrew Baine thereby and the Injury which it would otherwise have Sustained will only further observe thereon, that if he the said Duncan Davidson, has Acted wrong, and has Committed a Breach of Trust in the Estate, (But which they by no Means admit) that he is personally Liable for the same and may be Called in England by the Creditors to an Account for his Conduct But these Defendants can by no means Admit that they Are in any wise Reprehensible, on the Contrary they Conceive the Line they have pursued to have been Strictly Legal being in direct Conformity to the Law of Merchants and Justifiable in every Point of View, such as is Adopted by all Good Agents and Attorneys, who are bound to Attend to the Instruction of their Constituents, and to Obey their directions And these Defendants say that the Arguments made use of by the Replicant in Order to Hold these Defendants personally Answerable for making the aforesaid Remittance of Twelve Thousand Pagodas /12,000/ and discounting the Bonds for that purpose, are highly irregular, being Contrary to the principles of Law, and in every Sense futile and Nugatory, For these Defendants say that unless a Judicial interference had happened, nothing else could have Justified a Deviation on their part from the Instructions of their Constituent, the said Duncan Davidson, which they were bound implicitly to Obey, these Defendants for further Rejinder say that it is an established Maxim in Law that an Administrator has no legal Notice of a Debt, until such time as a Suit is Commenced against him which Matter these Defendants say is peculiarly Applicable to them as Attornies to the Administrator the said Duncan Davidson, Because the Bills drawn as aforesaid, were Answered and the Remittance made long before any Action was Instituted These Defendants say that it must Obviously Appear to this Honble Court, from the Letters which are annexed to their Answer That it has been the wish and desire of the Administrator to liquidate the Replicants Bond from the first Effects that came into his possession and that it must also Appear that the Replicant was desirous himself, to Receive the Money in England and that he had Entered into a Negociation with the Administrator for that purpose. For if otherwise these Defendants Conceive he would have directed his Attornies in India, long before this time, to have procured his Claim might have been Settled at the time when other Debts were liquidated from the Bonds of the Company

them part of the Estate and which were taken by some of the Creditors at Par These Defendants say that if the Administrator the said Duncan Davidson has not been able to meet the eager wishes of the Applicant for a Settlement, that the Reason is obvious the want of Funds But they now in possession of Effects from the Remittances of a Commission of Twelve Thousand Pagodas £12,000 the result of Loans made in London to the Applicant who as the only Bond Creditor has the first and best Claim upon the Estate And should this Applicant compel payment thereof, And at the same time this Honble Court grant Judgment for the debt, In that Case it will thereby be paid and ongoing Remittances cease and cease to the other Creditors, which Matters these Defendants submit to this Honble Court as Reasons to suspend Judgment until Accounts Arrive from England Relative to the Matter, and which Effects will be by the Ships of the ensuing Season. These Defendants say that they have Admitted in and by their Answer a Ballance of Pagodas Five Thousand Nine Hundred and Nineteen Twenty four fanams and Twenty Cash / 5919 24 25 / to be in their possession But such Admission of Effects was previous to the Institution of any Suit against the Estate Since that period three different Actions have been Commenced by other Creditors which are now pending in this Honble Court, and which have unavoidably occasioned these Defendants to pay away and disburse Considerable Sums of Money and therefore they humbly hope this Honble Court will provide and Allow for the same in the event of passing a Decree in favor of the Applicant

All which Matters and things these Defendants are ready and willing to Aver Maintain and prove as this Honble Court shall direct and therefore humbly pray as in and by their said Answer they have

A

1789 Janry 14th

Copy of Agreement for Bills on India between

Dunc.n Davidson Esqr.

and

Messrs. Charles Flemies & Co

This Indenture made the fourteenth day of January in the year of Our Lord One Thousand Seven Hundred and Eighty Nine Between Duncan Davidson of John Street in the County of Middlesex Esquire of the One part and Charles Flemies Joseph Nailer and James Drummond of the City of London Merchants and Partners in trade under the Firm of Charles Flemies & Co of the other part, Whereas the said Charles Flemies Joseph Nailer and James Drummond having occasion to cause to be paid at Madras in the East Indies a Sum of Star Pags. Twelve Thousand have applied to the said Duncan Davidson to cause the same to be paid which the said Duncan Davidson hath agreed to do, and for that purpose the the said Duncan Davidson hath this day delivered into the hands of the said Charles Flemies Joseph Nailer and James Drummond Two Certain Setts of Bills of Exchange, five in each Sett bearing even date herewith on Messrs. Balfour Spalding & Holt at Madras aforesaid for the said Sum of Twelve Thousand Star Pagodas, payable respectively at Ninety days after sight to the Order of the said John Spalding who hath endorsed the same to the said Charles Flemies & Co a three Copy of one each of which said Sett of Bills of Exchange is hereunder written, and which said Two Setts of Bills of Exchange have been so delivered to the said Charles Flemis, Joseph Nailer & James Drummond without their paying any Value or Consideration for the same but for which a Return is to be made in Manner hereinafter Mentioned And Whereas the said Charles Flemies Joseph Nailer

and James Drummond have Agreed to Accept the said Two Setts of Bills of Exchange or One of each Sett to be presented for Acceptance and Payment at Madras aforesaid at the danger of the Seas and Other unavoidable Casualties excepted and that upon Payment of the said Two Setts of Bills of Exchange or of any One of each Sett at Madras aforesaid According to the Tenor and true meaning thereof the Payee or Payees, Indorsee or Indorsees thereof shall or will draw a Sett of Bills of Exchange (five in the Sett as required) on the said Charles Henries, Joseph Nailer and James Drummond in London in Lieu of such of each Sett of the said Bills of Exchange as shall be duly Acquitted as aforesaid to the Amount of the Number of Pagodas therein Specified at the Exchange of Eight Shillings and Six pence Sterling the Star Pagoda payable in London at Six Months after Sight with Option to the said Charles Henries Joseph Nailer and James Drummond to Accept the same Payable Twelve Months after Sight instead of Six with Interest for the last Six Months at and after the Rate of Five per Cent. per Annum, and which said Sett of Bills of Exchange so to be drawn at Madras as aforesaid the said Charles Henries, Joseph Nailer and James Drummond do hereby Agree to Accept & pay in London According to the Tenor and true Meaning thereof Now this Indenture Witnesseth that the said Duncan Davidson for the Consideration hereinafter mentioned doth hereby for himself his Heirs, Executors, and Admors Covenant promise and agree to and with the said Charles Henries Joseph Nailer and James Drummond and the Survivors and Survivor of them and the Exors Admors and Assigns of such Survivor in manner following that is to say, that the said Two Setts of Bills of Exchange so delivered to the said Charles Henries Joseph Nailer and James Drummond as aforesaid or one of each Sett, shall be duly Paid and Acquitted by the said Duncan Davidson or on whom the same are drawn, drawn or One of them, their Exors or One of their Exors or Admors at Madras aforesaid, to the Indorsee or Indorsees of the said Charles Henries Joseph Nailer and James Drummond According to the Tenor and true Meaning thereof, and that in Case Default shall be made in payment of the said Two Setts of Bills of Exchange for Star Pagodas Seven Thousand and five Hundred or of either of them at Madras aforesaid Contrary to the Tenor and true Meaning thereof then and in such Case he the said Duncan Davidson his Exors or Admors shall or will well and truly pay or cause to be paid unto the said Charles Henries Joseph Nailer and James Drummond, their Exors Admors or Assigns or to the Indorsee or Indorsees Holder or Holders of the said Two Setts of Bills of Exchange Respectively, or of such of them as shall not be duly Acquitted as aforesaid the Sum of Twenty five pr Centum on the Amount thereof in Case no One of such Sett or Setts shall be duly Accepted and paid at Madras as aforesaid within Thirty days Next after the Return thereof, or of such of them as shall come back with Protest duly made for want of Payment thereof, no One of them having been Acquitted as aforesaid in Full for Exchange Re-exchange, and all Costs damages and Interests thereon, Provided always and it is hereby declared and agreed by & between the said Parties to these Presents that the said Two Setts of Bills or such of them as shall be Sent to Madras aforesaid shall be Sent Whether by Sea and not by Land in Order that the Persons on whom the same are Drawn may have an Opportunity of Receiving advice by Sea of such Bills having been drawn on them as aforesaid And these presents further Witness that for the Considerations aforesaid the said Charles Henries

Joseph Nailer and James Drummond do hereby for themselves jointly and each of them Severally and for their Joint and Several Heirs Exors and Admors Covenant Promise and agree to and with the said Duncan Davidson his Exors Admors and Assigns in manner following that is to say That they the said Charles Dennis Joseph Nailer and James Drummond or the Survivors or Survivor of them shall and will without delay cause the said two Setts of Bills of Exchange or One of each Sett to be duly presented for Acceptance and Payment at Madras aforesaid the dangers of the Seas and other unavoidable Casualties excepted and that upon due payment or offer of Payment thereof or of any One of each of the said Setts of Bills of Exchange the Payee or Payees Indorsee or Indorsees thereof to whom such Payment or offer of Payment shall be made shall and will immediately draw and deliver or cause to be drawn and delivered unto the said Balfour Spalding & Coll on whom the said Two Setts of Bills Exchange are drawn same or One of them or to the Payee or Payees of such Bills a Certain Sett of Bills of Exchange (five in the Sett if Required) upon the said Charles Dennis Joseph Nailer and James Drummond in London in Duss and to the Amount of each of the said Two Setts of Bills of Exchange, in case the same shall be duly paid and Acquitted at Madras aforesaid or of such of them as shall be Acquitted there According to the Tenor and true meaning thereof at the Exchange of Eight Shillings and Six Pence Sterling the Star Pagoda, payable in London, at Six Months after Sight with Option to the said Charles Dennis Joseph Nailer and James Drummond to Accept the same payable Twelve Months after Sight instead of Six, with Interest for the last Six Months at the Rate of five p Cent p Annum And that they the said Charles Dennis

Joseph Nailer and James Drummond shall and will in London duly Accept and pay the said Two Setts of Bills of Exchange so to be drawn at Madras or such of them as shall be drawn and presented as aforesaid According to the Tenor and true meaning thereof And further that if they the said Charles Dennis Joseph Nailer and James Drummond their Agents Correspondents or Assigns shall Neglect or make default in Paying One of each of the said Two Setts of Bills of Exchange for Star Pagodas Seven Thousand and five Thousand to be presented for Acceptance and payment at Madras aforesaid the dangers of the Seas and other unavoidable Casualties excepted in the said Two Setts of Bills of Exchange or any One of each Sett shall be duly Accepted at Madras by the said Balfour Spalding and Coll on whom the same are drawn or either of them their or either of their Exors Admors or Assigns Agreeable to the Tenor and true Meaning thereof and if payment thereof in Specie shall be tendered when due to the Payee or Payees Indorsee or Indorsees thereof and of the Resident Payees or Indorsees thereof respectively or any of them shall delay Neglect or Refuse to draw a Sett of Bills of Exchange (five in the Sett if Required) on the said Charles Dennis Joseph Nailer and James Drummond payable in London at the Exchange of Eight Shillings and Six pence Sterling the Star Pagoda (in Duss and to the Amount of such of each of the said Two Setts of Bills of Exchange as shall be duly Accepted and payment thereof tendered at Madras as aforesaid) then and in such case the said Charles Dennis Joseph Nailer and James Drummond do hereby for themselves Severally and Respectively and for their Several and respective their Exors and Admors Covenant Promise and agree to and with the said Duncan Davidson his Exors Admors and Assigns to pay or cause to be paid unto the said Duncan Davidson his Exors Admors or Assigns

or

or to the Endorsee or Holder of each of the said Two Sett of Bills of Exchange Respectively the Sum of Twenty five Pounds p Centum on the Sum or Amount for which such Bill or Bills of Exchange ought to be drawn on the said Charles Hennis Joseph Nailer and James Drummond as aforesaid According to the true intent and Meaning of these presents in full for all Contingencies Costs Charges and Damages such Payment to be made within thirty days after due Notice Shall be given or left at the House or last place of abode of them the said Charles Hennis Joseph Nailer and James Drummond any or either of them shall any or either of their Exrs or Admrs of such Neglect or Refusal on the part and behalf of the Payee or Payees Endorsee or Endorsees of the said Two Sett of Bills of Exchange or either of them Provided Always and it is hereby declared and Agreed by and between the Parties to these presents that the said Two Sett of Bills of Exchange so to be drawn as aforesaid or such of them as shall be Sent to London shall be Sent whether by Sea and not by Land in Order that the said Charles Hennis Joseph Nailer and James Drummond on whom the same are to be drawn may have had an Opportunity of Receiving Advice by Sea of such Bills having been drawn on them as aforesaid And the said Duncan Davidson doth hereby for himself his Exrs and Admrs further Covenant Promise and Agree to and with the said Charles Hennis Joseph Nailer and James Drummond and the Survivors and the Survivor of them and the Exrs Admrs and Assigns of such Survivor that upon due Payment or offer of Payment by the said Charles Hennis Joseph Nailer & James Drummond or the Survivors or Survivor of them or the their Executors or Admrs of such Survivor or by any Person or Persons on their behalf in London of each of the Two Sett of Bills of Exchange so to be drawn on Madras as aforesaid or of any One Bill of each Sett According to the true intent and Meaning of these presents he the said Duncan Davidson his Exrs Exrs or Admrs shall and will at the time of such Payment well and truly Allow and pay or cause to be Allowed and paid unto the said Charles Hennis Joseph Nailer and James Drummond or the Survivors or Survivor of them, or the their Exrs or Admrs of such Survivor, or unto the Payee or Payees of such Bill or Bills in London the Sum of Two Pounds p Centum upon the Amount of each of such Bill or Bills of Exchange any thing in these presents Contained to the Contrary thereof in any wise Notwithstanding In Witness whereof the said Parties to these presents have hereunto Set their Hands and Seals Respectively the Day and Year first above Written.

Signed Sealed and Delivered (being first duly Stamped) in the presence of

Robert Dallas

(Signed) Charles Hennis
Joseph Nailer
Jas Drummond
Duncan Davidson

London 14th January 1789 for Star Pags 7,000

Ninety days after Sight of this my first of Exchange (second third fourth and fifth not being paid) pay to the Order of Robert Spalding Esqr Seven Thousand Star Pagodas against which and on payment thereof as to be delivered to you or to the Payee of the same at Madras a Sett of Bills of Exchange (five in Number) for the Sum of Two Thousand Nine Hundred and Seventy five Pounds Sterling being the Amount of the aforesaid Star Pagodas at the Rate of Eight Shillings and Six pence Sterling each to be drawn by the Payee or Holder thereof duly indorsed on the Back of Messrs Charles Hennis & Co payable in London at Six Months after Sight with the Option of Accepting the same payable Twelve Months after Sight instead of Six with Interest for the last Six Months at the Rate of five p Cent p Annum

being the Value or Consideration of this my Obligation or Bill of Exchange when
Paid in Madras in Terms thereof £

To Messrs Balfour Spalding
& Colt Madras

(Signed) Duncan Davidson
Adviser to the Estate and Effects of
Duncan Andrew Baine late of Madras
Deceased ——

Endorsed — Pay to the Order of Messrs Charles Thomas and Co for the
Value or Consideration expressed in the Body of this Bill London 16th January
1789 —

J Spalding

London 16th January 1789 — for Star Pags. 5000

Ninety days after Sight of this my first of Exchange (second third fourth and
fifth not being paid) pay to the Order of John Spalding Esq. Five Thousand Star
Pagodas against which and on payment thereof it to be delivered to you or to the
Payer of the same at Madras a Sett of Bills of Exchange (five in Number)
for the sum of Five Thousand One Hundred and Twenty five Pounds Sterling
being the Amount of the aforesaid Star Pagodas at the Rate of Eight Shillings
and six pence Sterling each (to be drawn by the Payee or Holder thereof
duly endorsed on the Shares of Messrs Charles Thomas & Co payable in
London at Six Months after Sight with the Option of accepting the same
Payable Twelve Months after sight instead of Six with Interest for the
last Six Months at the Rate of Five pr Cent pr Annum being the Value or
Consideration of this my Obligation or Bill of Exchange when paid in
Terms thereof. —

To Messrs Balfour Spalding
and Colt Madras

(Signed) Duncan Davidson
Adviser to the Estate and Effects of
Duncan Andrew Baine late of

Endorsed

Pay to the Order of Messrs Charles Thomas & Co for the Value
or Consideration expressed in the Body of this Bill London 16th January
1789 —

J Spalding —

True Copy
J Chalmer
Atty for Defendt

Know all Men by these Presents that I Duncan Andrew Baine of
Tanjore am held and firmly bound unto Duncan Buchanan of the same
place in the Penal Sum of Nine Thousand Eight Hundred Star Pagodas
to the Payment whereof well and truely to be made to the said Duncan
Buchanan his Heirs Executors Administrators or Assigns 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 in Tanjore this first day of January in the year of Our Lord
One Thousand Seven Hundred and Eighty One. —

Whereas the above bound Duncan Andrew Baine hath borrowed and Received
of the above Named Duncan Buchanan the full and just Sum of
Four Thousand Nine Hundred Star Pagodas to Him at Interest at the
Rate of Twelve pr Cent pr Annum Payable on Demand —

Now the Condition of this Obligation is such that if the above
bound Duncan Andrew Baine his Heirs Executors Administrators
or Assigns shall well and truely Pay or cause to be paid unto Duncan
Buchanan his Heirs Executors Administrators or Assigns the full
and just Sum of Star Pagodas Four Thousand Nine Hundred

being the Value or Consideration of these my Obligations or Bills of Exchange when
Paid in Madras in terms thereof.

To Messrs. Balfour Spalding
& Colt Madras

(Signed) Duncan Davidson
Adminr to the Estate and Effects of
Duncan Andrew Baine late of Madras
Deceased. ——

Endorsed— Pay to the Order of Messrs. Charles Hennis and Co. for the
Value or Consideration expressed in the Body of this Bill London 14th January
1789 —

J Spalding

London 14th January 1789 — for Star Pags. 5000

Ninety days after Sight of this my first of Exchange (Second Third Fourth and
Fifth not being paid) pay to the Order of John Spalding Esq. Five Thousand Star
Pagodas Agreed which and on payment thereof is to be delivered to agree or to the
Payer of the same at Madras a Sett of Bills of Exchange (Five in Number)
for the sum of Five Thousand One Hundred and Twenty five Pounds Sterling
being the Amount of the aforesaid Star Pagodas at the Rate of Eight Shillings
and Six pence Sterling each) to be drawn by the Payer or Holder thereof
duly endorsed on the House of Messrs. Charles Hennis & Co. payable in
London at Six Months after Sight with the Option of discounting the same
payable Twelve Months after Sight instead of Six months Interest for the
last Six Months at the Rate of Five p.r Cent p.r Annum being the Value or
Consideration of these my Obligations or Bills of Exchange when paid in
terms thereof. —

To Messrs. Balfour Spalding
and Colt Madras.

(Signed) Duncan Davidson
Admr to the Estate and Effects of
Duncan Andrew Baine late of
Madras Deceased. —

Endorsed

Pay to the Order of Messrs. Charles Hennis & Co. for the Value
or Consideration expressed in the Body of this Bill London 14th January
1789 —

J Spalding —

True Copy
J Chalmer
Attny for Defendt

Know all Men by these Presents that I Duncan Andrew Baine of
Tanjore am held and firmly bound unto Duncan Buchanan of the same
place in the Penal Sum of Nine Thousand Eight Hundred Star Pagodas
to the Payment whereof well and truely to be made to the said Duncan
Buchanan his Heirs Executors Administrators or Assigns 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 in Tanjore this First day of January in the year of Our Lord
One Thousand Seven Hundred and Eighty One. —

Whereas the above bound Duncan Andrew Baine hath borrowed and Received
of the Above Named Duncan Buchanan the full and just Sum of
Four Thousand Nine Hundred Star Pagodas to him at Interest at the
Rate of Twelve p.r Cent p.r Annum Payable on Demand —

Now the Condition of this Obligation is such that if the above
bound Duncan Andrew Baine his Heirs Executors Administrators
or Assigns shall well and truely Pay or cause to be paid unto Duncan
Buchanan his Heirs Executors Administrators or Assigns the full
and just Sum of Star Pagodas Four Thousand Nine Hundred —

together

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.

D Baine (L.S.)

Signed Sealed and Delivered
before no Stamped Paper is to
be had in the presence of
H.J. Taylor
Venkatasawmy

Examined and carefully Compared with the Original Deed delivered in the Worshipfull the Mayors Court at Madraspatnam and Attested to be a true Copy the Original delivered up by Order of Court of the 8th February 1795

G: Taylor
Regr

Know all Men by these Presents that I Duncan Davidson of the City of London Merchant Administrator of all and Singular the Goods and Chattels Rights and Credits which were of Duncan Andrew Baine late a Senior Merchant to the Honble East India Company at Madras in the East Indies deceased at the time of his decease Have made ordained Authorized Constituted and Appointed and by these Presents do make ordain Authorize Constitute and Appoint and in my place and Stead depute and put William Balfour, John Spalding and Oliver Colt of Madras in the East Indies Esquires Jointly or any or either of them Severally my true and lawfull Attorney and Attornies Irrevokable for me and in my Name and to and for my Use and benefit as Administrator of the said Duncan Andrew Baine as aforesaid to call to Account all and every Person and Persons Resident and being at Madras or elsewhere in the East Indies who is or are indebted to the Estate of the said Duncan Andrew Baine deceased upon any Account or by any ways or means whatsoever And also to Ask demand sue for Recover and Receive by all lawfull ways and means whatsoever of and from all and every Person and Persons whomsoever Resident and being at Madras in the East Indies aforesaid or at any other place or places in the East Indies all and every Sum and Sums of Money Debts Dues Demands Goods Chattles Merchandizes property Effects and things whatsoever that now is or are or at any time hereafter shall or may be due and owing belong or appertaining unto me the said Duncan Davidson as Administrator of the said Duncan Andrew Baine as aforesaid upon or by Virtue of any Bills Bonds Notes Accounts Reckonings or other Vouchers or Securities whatsoever And upon Receipt of all or any Sum or Sums of Money Debts Demands Goods Chattels Merchandizes property Effects and things or of any part thereof Good and Sufficient Releases Acquittances and other Discharges for the same for me and in my Name or in their and either of their Names or Name from time to time to make seal and deliver and give And also Non payment or non delivery thereof or of any part thereof for me and in my Name to Commence One or more Action or Actions at Law Suit or Suits in Equity for Recovery of the same as the Nature of the case may require And as to my said Attornies or any One of them Shall Appear Necessary or proper to be done and such Action or Actions at Law Suit or Suits in Equity to prosecute to Effect or at any time to discontinue And all and every such person or Persons as aforesaid to Sue pursue Arrest Attach Imprison and Implead & at Pleasure to Release as to my said Attornies

together with such Interest as Shall or may become due thereupon this
this Obligation to be Void and of no Effect Otherwise to Continue in
full force and Virtue —

D Baine (L.S.)

Signed Sealed and Delivered
before no Stamped Paper is to
be had in the presence of
H.G. Saylor
Venkatasawmy

Examined and carefully Compared with the Original Deed delivered
in the Worshipful the Mayors Court at Madraspatnam and Attested to be a true
Copy the Original Delivered up by Order of Court of the 8th February
1796 —

G: Saylor
Regr

Know all Men by these Presents that I Duncan Davidson of
the City of London Merchant Administrator of all and Singular the Goods
and Chattels Rights and Credits which were of Duncan Andrew Baine
late a Senior Merchant to the United East India Company at Madras in the
East Indies deceased at the time of his decease Have made ordained Authorized
Constituted and Appointed and by these Presents do make ordain
Authorize Constitute and Appoint and in my place and Stead depute and put
William Balfour, John Spalding and Oliver Colt of Madras in the East
Indies Esquires Jointly or any or either of them Severally my true and
lawfull Attorney and Attornies Irrevokable for me and in my Name
and to and for my Use and benefit as Administrator of the said Duncan
Andrew Baine as aforesaid to call to Account all and every Person and Persons Resident and being at Madras
or elsewhere in the East Indies who is or are indebted to the Estate of the
said Duncan Andrew Baine deceased upon any Account or by any ways
or means whatsoever And also to Ask demand sue for Recover and
Receive by all lawfull ways and means whatsoever of and from all and every
Person and Persons whomsoever Resident and being at Madras in the East
Indies aforesaid or at any other place or places in the East Indies all
and every Sum and Sums of Money Debts Dues Demands Goods Chattles
Merchandizes property Effects and things whatsoever that now is or are or
at any time hereafter shall or may be due and owing belong or
appertaining unto me the said Duncan Davidson as Administrator
of the said Duncan Andrew Baine as aforesaid upon or by Virtue
of any Bills Bonds Notes Accounts Reckonings or other Vouchers or
Securities whatsoever And upon Receipt of all or any Sum or Sums of
Money Debts demands Goods Chattels Merchandizes property Effects and
things or of any part thereof Good and sufficient Releases Acquittances
and other Discharges for the same for me and in my Name or in their
any or either of their Names or Name from time to time to make seal
and deliver and give And on Non payment or non delivery thereof or of
any part thereof for me and in my Name to Commence One or more
Action or Actions at law Suit or Suits in Equity for Recovery of the
same as the Nature of the case may require And as to my said Attornies
or any One of them Shall Appear Necessary or proper to be done and such
Action or Actions at law Suit or Suits in Equity to prosecute to
Effect or at any time to discontinue And all and every such person or
Persons as aforesaid to Sue prosecute Arrest Attach Imprison and Implead
& Detain Prisoners at Pleasure to Release as to my said Attornies

Jointly or any One of them Severally Shall seem Advisable And in Case of any dispute or disputes concerning the payment of any Sum or Sums of Money due and owing to me as Administrator of the said Duncan Andrew Blaine as aforesaid for me and in my Name to Submit and Leave such dispute or disputes to the Arbitration and Determination of any indifferent person or persons whomsoever And for that purpose for me and on my behalf as Administrator as aforesaid to Nominate and Appoint one or more Arbitrator or Arbitrators and to enter into Seal Execute and deliver one or more Arbitration Bond or Bonds with Sufficient penalty or penalties to be Contained in the same for abideing by the Arbitrament or Determination of the Arbitrator or Arbitrators who Shall or may be Appointed or otherwise to Act and do therein as to my said Attornies Jointly or any One of them Severally shall Appear Necessary and proper to be done And for the purposes Aforesaid or any of them One or more Attorney or Attorneys under them or any One of them to Nominate Substitute and Appoint and again at their any or either of their pleasure to Revoke and another or others in his or their place or Stead to Set as Circumstances or Occasions may Require and to my said Attornies or any One of them shall Appear proper to be done And Generally for me the said Duncan Davidson and in my Name place and Stead as Administrator of the said Duncan Andrew Blaine as aforesaid And in my Name place and Stead to make and Transact execute and perform all and every such like Act and Acts thing and things whatsoever not only for the purposes herein before Mentioned but upon all and every other Occasion and Occasions that can or may happen or Arise in about or Concerning all and every my Affairs whatsoever as Administrator of the said Duncan Andrew Blaine As aforesaid in as full large and Ample Manner to all intents and purposes as I might or could do if I was personally present and did the same & the said Duncan Davidson hereby giving and Granting unto my said Attornies Jointly and each and every of them Severally full and Absolute power and Authority in the premises And I do hereby promise and Agree to Ratify confirm and Allow for firm and Valid All and whatsoever my said Attornies Jointly or any One of them Severally their or his Substitutes shall lawfully do or Cause to be done by Virtue of these presents as well with Respect to the different Matters and things hereinbefore Specified and contained as in every other Matter Cause and Thing concerning my Affairs and Business as Administrator of the said Duncan Andrew Blaine In Witness Whereof I have hereunto Set my hand and Seal this Sixteenth day of January One Thousand Seven hundred and Eighty Nine.

Sealed and Delivered being first Duly Stampt in the presence of }

Thos. Morton

Thos. P. Maitland

Duncan Davidson (L.S.)

Jointly or any One of them Severally shall seem advisable And in case of any dispute or disputes concerning the payment of any Sum or Sums of Money so due and owing to me as Administrator of the said Duncan Andrew Baine as aforesaid for me and in my Name to Submit and leave such dispute or disputes to the Arbitration and Determination of any indifferent person or persons whomsoever And for that purpose for me and on my behalf as Administrator as aforesaid to Nominate and Appoint one or more Arbitrator or Arbitrators and to enter into Seal Execute and deliver one or more Arbitration Bond or Bonds with Sufficient penalty or penalties to be Contained in the same for abiding by the Arbitrament or Determination of the Arbitrator or Arbitrators who Shall or may be Appointed or otherwise to Act and do therein as to my said Attorneys Jointly or any One of them Severally Shall Appear Necessary and proper to be done And for the purposes aforesaid or any of them One or more Attorney or Attorneys under them or any One of them to Nominate Constitute and Appoint and again at their any or either of their pleasure to Revoke and another or others in his or their place or Stead to put as circumstances or occasions may require and to my said Attorneys or any One of them shall Appear proper to be done And Generally for me the said Duncan Davidson and in my Name place and Stead as Administrator of the said Duncan Andrew Baine as aforesaid And in my Name place and Stead to make and Transact execute and perform all and every such other Act and Acts thing and things whatsoever not only for the purposes hereinbefore mentioned but upon all and every other Occasion and Occasions that can or may happen or Arise in about or concerning all and every my Affairs whatsoever as Administrator of the said Duncan Andrew Baine

As aforesaid in as full large and Ample Manner to all intents and purposes as I might or could do if I was personally present and did the same I the said Duncan Davidson hereby giving and Granting unto my said Attorneys Jointly and each and every of them Severally full and Absolute power and Authority in the premises And I do hereby promise and Agree to Ratify confirm and Allow for ever and Valid All and whatsoever my said Attorneys Jointly or any One of them Severally their or his Substitutes shall lawfully do or cause to be done by Virtue of these presents as well with Respect to the different Matters and things hereinbefore Specified and contained as in every other Matter Cause and Thing concerning my Affairs and Business as Administrator of the said Duncan Andrew Baine In Witness Whereof I have hereunto Set my hand and Seal this Seventeenth day of January One Thousand Seven hundred and Eighty Nine.

Duncan Davidson (L.S.)

Sealed and Delivered being first Duly Stampt in the presence of

Tho.s Morton

Tho.s M.Donald

Mayors Court at
Madraspatnam

Saturday the 13th Day of November
Anno Domini 1790

Present

James Call Esquire Mayor
William Webb — Andrew Ross
John Mitford — Henry Critchley Mitchell
James Amos — Henry Reeve Read
and
Benjamin Roebuck — Aldermen!

Between Duncan Cruickshanks of the Kingdom of Great Britain Esquire by his Attornies John Turing, Edward Saunders, and Edward Garraw all of Fort Saint George Senior Merchants in the Service of the United Company of Merchants of England Trading to the East Indies, and the Reverend Christian William Jaenicke of Madras, Complainant and Duncan Andrew Baine also in the Service of the said United Company 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 a Copy of an Account Current thereof, the Joint and Several Answers of the Defendants William Balfour and Oliver Colt with a Copy of Exhibits Marked A B C D E & F Annexed, The Replication, The Amended Rejoinder with a Copy of an Exhibit Marked A Annexed, One Exhibit on the part of the Complainant One Exhibit on the part of the Defendants On Hearing the Pleadings made thereof by the Attornies and on due Consideration had thereon — This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendants William Balfour and Oliver Colt the Attornies of Duncan Davidson the Administrator of Duncan Andrew Baine Deceased do pay unto the Complainant out of the Estate and Effects of the said Deceased the full and just Sum of Two Thousand and Thirty One Pagodas and forty two fanams (Pags. 2031.42...) being the Principal and Interest of a Bond granted by the Deceased to the Complainant together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit —

By Cur

Filed the 15th Oct 1789.

To the Honble the Mayor's Court at Madrass patnam

Humbly Complaining Sheweth unto this Honble Court your Orator Harry Taylor, Senior Merchant in the Service of the United Company of Merchants of England trading to the East Indies, That Duncan Andrew Baine also in the Service of the said Company Deceased in his life time, and at the time of his decease, was justly indebted unto your Orator in the Sum of Twelve Thousand five hundred and Sixty two Pagodas and Forty fanams, Arising upon Sundry Articles of Account, between your Orator and the said Duncan Andrew Baine in his life time, of which the aforesaid Sum of Twelve Thousand five Hundred and Sixty Two Pagodas and forty fanams was the Balance, as may Appear by Copy of the Account Current Marked A for the Inspection of this Honble Court, which your Orator prays may be Admitted as part of this his Bill of Complaint the Original whereof being in your Orator possession and Ready to be produced when Called for And further upon Reference being had to the Books of Accounts of the deceased Concerns and Affairs, with your Orator and Shewn in the possession of the persons herein after Named or of some other Person or Persons by them thereto Authorized And your Orator Sheweth, that the said Duncan Andrew Baine being thus indebted, and being possessed of a very Considerable personal Estate more than sufficient to discharge all his just debts the said Duncan Andrew Baine

departed this life on or about the thirtieth day of September in the year of Our Lord One Thousand Seven hundred and Eighty One Intestate leaving any Last Will or Testament in Writing or any other disposition of his Estate that hath hitherto appeared and come to light. That the said Duncan Andrew Baine having so departed this life intestate, Administration of his Goods Chattels and Credits were Obtained from under the Seal of this Honble Court in their Ecclesiastical Jurisdiction under the date of the fourteenth day of April One Thousand Seven hundred and Eighty four by Alexander Davidson late of Fort Saint George Esquire, formerly Rose late of Madras Merchant, but now in the Kingdom of Great Britain or else where, as Attornies to Duncan Davidson Bernard Baine also within the Kingdom of Great Britain or else where Father to the said Duncan Andrew Baine Deceased And your Orator further Sheweth that the said Alexander Davidson and Forrester Rose, Attornies to the said Duncan Davidson Attorney to the said Bernard Baine having by Virtue of the said Letters of Administration to them Committed as aforesaid, possessed themselves and by Virtue of all the aforesaid personal Estate to the said Intestate, in his life time belonging, your Orator hath frequently and in an Amicable Manner demanded payment of this said Debt out of the same, from the said Alexander Davidson and Forrester Rose Attornies to the said Duncan Davidson Attorney to the said Bernard Baine and also from William Tod Esquire of Fort Saint George Merchant and John Spalding late of Fort Saint George but at present of Great Britain or else where

where, and Oliver Colt also of Fort Saint George Merchants and Copartners, Acting under the Authority and Ofsociationand and as Attorneis of the said Duncan Davidson Attorney to the said Bernard Baine or of One or both of them, and also with the Interest thereon due and owing. And your Orator Sheweth that he did on the Twenty Second day of September Last past and at sthre times demand from the said William Balfour John Spalding and Oliver Colt as Attorneis to the said Duncan Davidson Attorney to the said Bernard Baine, the Sum of Twelve Thousand five hundred and Sixty two Pagodas and forty fanams as aforesaid due and owing from the Estate of the said Intestate for the Balance of the said Account Current Marked A and the Interest thereon, making together the Sum of Twenty four Thousand five hundred and Eighty Nine Pagodas, thirty four fanams, and Seventeen Cash, as may Appear by Copy of an Account Current hereunto annexed Marked B. for the Inspection of this Honble Court, which your Orator prays may be Admitted as part of this his Bill of Complaint, the Original whereof being in your Orators possession and Ready to be produced when called for, Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Nine Thousand Eight hundred and Thirty four Pounds and One Penny, which your Orator well hoped they would have complied with your Orators said Demand as in Equity and Conscience they ought to have done.—

But now so it is May it please this Honble Court the said Alexander Davidson and Forrester Ross

Attornies to the said Duncan Davidson Attorney to the said Bernard Baine, combining and confederating to and with the said William Balfour, John Spalding and Oliver Colt, and to and with diverse other Persons at present unknown to your Orator, whose Names when discovered your Orator prayeth may be parties hereto, with Apt Words to charge them, how to defeat and defraud your Orator of his said just Debt and Demand. And your Orator Sheweth that the said Alexander Davidson doth pretend that the said Duncan Davidson Attorney to the said Bernard Baine hath Revoked the powers under which he the said Alexander Davidson and the said Forrester Ross did Obtain Letters of Administration from this Honble Court as aforesaid, and that he hath no interest or Concern whatever with the said Estate of the said Intestate, but that the same is wholly in the hands and under the Management of the said William Balfour John Spalding and Oliver Colt. And that he is therefore incapable of Praying your Orator his said Demand or any part thereof, But that your Orator ought to Apply to the aforenamed William Balfour John Spalding and Oliver Colt in Respect thereof. And your Orator Sheweth the said William Balfour John Spalding and Oliver Colt do also pretend that they are instructed by the said Duncan Davidson Attorney to the said Bernard Baine as Attorney as aforesaid not to pay your Orators said Demand. and at sthre times that they the said William Balfour, John Spalding, and Oliver Colt, have not Assets in their hands belonging to the Estate of the said Duncan Andrew Baine Sufficient to pay the same, and that they have remitted the several Assets that have come to their hands to the said Duncan Davidson Attorney to the said

Bernard Baine in Great Britain

All which Actings and doings of them the said Confederates are contrary to right Equity and good Conscience and tend to your Orators apparent ruine and Injury To the End therefore that the said Alexander Davidson and Forrester Rose Attornies to Duncan Davidson Attorney to Bernard Baine the said William Balfour John Spalding and Oliver Colt and the Rest of the Confederates when discovered may upon their personal Corporal Oaths true and perfect Answer make to all and Singular the premisses as fully and particularly as if the same were here again repeated and Interrogated According to their and each of their Knowledge Remembrance and Belief And that the said Alexander Davidson and Forrester Rose and the said William Balfour John Spalding and Oliver Colt may Set forth whether the said Duncan Andrew Baine did or did not depart this Life intestate on or about the time by your Orator before Set forth and whether the said Alexander Davidson and Forrester Rose did or not as Attornies to the said Duncan Davidson Attorney to Bernard Baine take out Letters of Administration to the Goods Chattels and Credits of the said Deceased at or about the time herein before mentioned or at any other and what time, and that the said Alexander Davidson and Forrester Rose may Set forth whether they or either of them did or did not possess sufficient of the Intestates Estate to pay his Debts and that they may Severally deliver in an Account thereof and what is become thereof And that the said William Balfour John Spalding and Oliver Colt may discover whether the said Duncan Davidson as Attorney to the said Bernard Baine or both or either and which of them and in what Capacity did or not Nominate and Appoint them the said William Balfour John Spalding and Oliver Colt or either of them, to Act as his or their Attornies or Attorney by Deed in Writing or otherwise in the Administration of the Estate of the said Intestate and under what date and when the same came to their hands And whether the said William Balfour John Spalding and Oliver Colt or either and which of them did or did not, and do or do not now Act in Consequence of, and under such Nomination and Appointment in the Management of the said Intestates Estate and whether either and which of them did or not possess and receive from the said Alexander Davidson and Forrester Rose or either and which of them or from any other person or persons so much of the Intestates Estate, as was and is sufficient to pay the Intestates Debts or how much thereof And that they may Set forth a full true and perfect Account of all such Sum and Sums of Money Bonds Notes and Securities for Money belonging to the Estate of the said Intestate which have in any manner and way come to and which now severally and in the hands Custody and possession of the said William Balfour John Spalding and Oliver Colt or either of them, to their and each others Knowledge and belief from the said Alexander Davidson and Forrester Rose or either and which of them and from every other person or persons and whom by Name, and what is become of and how and in what Manner they have disposed thereof, and paid away the same and whether your Orator hath or hath not frequently demanded payment of your Orators said demand and whether they do or not believe and know that the same is justly due and owing

owing unto your Orator and that they may also set forth and discover whether they or either and which of them have not possessed themselves of the several Books Papers and Memorandums of Account and Reckonings of the Deceased in his life time belonging and whether they are not in their Custody power and possession, and what is become thereof or of any of them, and that they may set forth and discover whether the Account Current Marked A a Copy whereof is hereunto annexed, is or is not a true Copy of your Orators Account with the Estate of the Intestate, according to the Intestates own Books found in his possession at the time of his Decease, and if not in what particular Articles doth the same differ therefrom and that they may Severally set forth and discover whether the aforenamed John Spalding did or did not Write any and what words at the bottom of the said Account in Certification of the same being just, and whether the Copy of the said Account Current Marked A hereto before referred to and annexed, beginning with the words "the above" and ending with the words "Account Current Book" and Signed "J. Spalding Attorney to the Administrator" are or are not a true Copy of the said Words written by the said John Spalding at the bottom of the said Account, as they and each of them know and believe and whether the Administrator thereby referred to, is or is not meant to discribe the aforenamed Duncan Davidson Attorney to the said Bernard Baine or either or both or which of them or whom - And your Orator prayeth that they the said Alexander Davidson and Forrester Rose Attornies to Duncan Davidson Attorney to Bernard Baine Father

of Duncan Andrew Baine and the said William Balfour John Spalding and Oliver Colt may be Decreed to pay unto your Orator the aforesaid Sum of Twenty four Thousand five Hundred and Eighty Nine Pagodas Thirty four Fanams and Seventeen Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit -

May it please this Honble Court to Cause the said Alexander Davidson Forrester Rose Duncan Davidson Bernard Baine William Balfour John Spalding and Oliver Colt and their Confederates when discovered to be summoned and required by the Sheriff of Fort Saint George Town of Madras-patnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet -

H. J. Dispiny
Atty Compt.

15th October 1789 -

This Bill was shewn to me Between the days of Velgaurnment let a Summons issue Returnable Next Court day -

W. M. Kebb
Mayor

B

Dr. The Estate of Duncan Andrew Baine in Acct. Curt. with Harry Taylor Cr.

1731 Sept.	30	To Balance of an Account Current between me and the Administrator Duncan Davidson Attorney to Richard Baine Father to the said Duncan Certified by Mr. John Spalding One of the Attorneys for the said Administrator	12562.40		By Balance	24589.34.17
1789 Sept.	22	To Interest on ds Sum from 30th Sept. 1731 to 22d Sept. 1789. is 57 Yrs. 11 Mos. 22 Ds @ 12 P Cent P Annum is	12026.34.17			
		Pagodas	24589.34.17		Pagodas	24589.34.17

Madras 22d Sept. 1789.

E. E. & C. Dr. to Wm Taylor

True Copy
Wm Taylor
Accot Current

Errors Excepted

The Administrator and Attorney of Richard Baine late of Dublin in Ireland Esqr. to William Taylor late of Madras in the East Indies Merchant Deceased Dr.

To Balance of Account Current between the said Deceased and Harry Taylor late of Madras aforesaid Merchant Deceased as by the Books of the said Deceased appears

Errors Excepted

Duncan Davidson Attorney to Richard Baine

Madras 22d Sept. 1789.

Duncan Davidson Attorney to Richard Baine

to the said Duncan Andrew Baine, a Letter of Attorney bearing date, the Sixteenth day of January in the present year, Nominating and Appointing thereby these Defendants and their Copartner the said John Spalding his true and lawfull Attornies Accompanied also with particular Instructions Relative to the Claim made by the said Complainant on the Estate of the said Duncan Andrew Baine, And these Defendants further Answering say they do Admit, that they have Acted Under such Nomination and Appointment And that they now Continue to do so, Subject to the directions of the said Duncan Davidson to whom they Conceive themselves only Amenable and whose Instructions they are as his Agents bound implicitly to obey, these Defendants for further Answer say that they are in possession of the said Duncan Andrew Baine's Books and they do Admit that the Account Current Marked A annexed to the said Complainants Bill of Complaint is a true Copy therefrom and that the words thereunto placed is of the proper hand Writing of the said John Spalding To wit "The above is a Copy of Mr Taylors Account with the Estate of Mr Baine as taken from his Account Current Book." (Signed) John Spalding

And these Defendants do further believe that the Administrator therein Alluded to is the aforenamed Duncan Davidson, Attorney to the said Bernard Baine these Defendants further Answering do Admit that the said Complainant has frequently demanded of them the Sum of Pagodas Twenty four Thousand five Hundred and Eighty Nine, Thirty four fanams and Seventeen Cash as charged in the said Bill of

Annexed, which they have refused to pay, being Instructed by their said Constituent the said Duncan Davidson so to do and for Reasons hereinafter Set forth and these Defendants humbly Sheweth unto this Honble Court that as Attornies and Agents to the said Duncan Davidson, It behoved them Strictly to Attend to the Letter of His Instructions Relative to the Disposal of the Effects of the said Intestates property and that Nothing could Justify a deviation therefrom, as they would become personally Answerable for the Consequence thereof, these Defendants say that although the Account Current annexed to the Complainants Bill of Complaint marked A and unto which the Signature of the said John Spalding is affixed is a true Copy from the Books of the said Intestate yet it is not to be inferred therefrom that the same is Just nor does the Signature of the said John Spalding make it so, as there might have Many Circumstances which were unknown to him at the time He had the management of the said Intestate Estate And moreover errors are always excepted to an Account Current which Admits them to be Revised and Corrected when Known, and these Defendants say that such is the Case in the said Account Current for that it is erroneous and liable to deductions, and in Order to prove the same these Defendants pray leave to observe that Accompanying the Power of Attorney of the said Duncan Davidson bearing date the Sixteenth day of January as aforesaid there came Instructions Relative to the Claims of the Creditors of the said Duncan Andrew Baine, and particularly Regarding the Debt of the said Complainant, which Instructions

not indebted in the Sum of Pagodas Twenty four Thousand Five Hundred and Eighty Nine, Thirty four Fanams and Fourteen Cash as Charged in the said Complainants Bill of Complaint and the Account Current marked B thereunto annexed But that it is liable to certain deductions as more fully and at large appears by the Copy of an Exhibit Marked A hereunto annexed for the Inspection of this Honble Court and to which these Defendants Humbly pray a Reference may be had, and taken as part of this their Answer. The Original of which being in their possession and Ready to be produced when Required These Defendants say that by Acting Agreeably to the instructions they have Received from their Constituent the said Duncan Davidson and making deductions in Conformity to the above Mentioned Exhibit That there is only due and owing to the said Complainant the Sum of Pagodas Fifteen Thousand Two Hundred and fifty Seven, Twenty two Fanams and Forty two Cash as more particularly and at large Appears, by the Account Current Marked E hereunto annexed for the inspection of this Honble Court and to which these Defendants Humbly pray a Reference may be had. The Original of which being in their possession and Ready to be produced when Required These Defendants say that the Deduction of Pagodas One Thousand on Account of a Disbursement made by Ramah Naick on Settling the Partnership Accounts is not only in Conformity to the Instructions Contained in the said Exhibit A but by the Complainants own Shewing it appears to be admissible and an illustration thereof These Defendants have hereunto annexed the Copy of a Letter Marked C bearing date the Eighteenth day of October in the year of Our Lord One Thousand Seven Hundred and Eighty three. In the hand writing of the said Complainant directed to Forrester Rose the Administrator as aforesaid, Requiring them to pay to Ramah Naick the Sum of Pagodas Two Thousand out of the first Money that became due to him from the Estate of the said Duncan Andrew Baine And these Defendants have also annexed for the inspection of this Honble Court the Copy of the said Ramah Naicks Receipt for the said Sum of Pagodas Two Thousand Marked H bearing date the Seventeenth day of August in the year of Our Lord One Thousand Seven Hundred and Eighty Six, to both which exhibits these Defendants humbly pray a Reference may be had and taken as part of this their Answer The Originals of which being in their possession and Ready to be produced when Required And these Defendants for further Answer say that while the said exhibits C and H prove that the said Sum of Pags. Two Thousand was Actually paid from the produce of the Estate of the said Intestate; They equally shew that the said Complainant is not entitled to the Interest which he has unjustly charged at the Rate of Twelve p Cent Commencing from the Thirtieth of September One Thousand Seven Hundred and Eighty One, For the said Complainant Obviously admits in his said Letter Marked C, that he did not Conceive himself intitled to demand the Money at that time, a fact which is Corroborated by the Receipt of the said Ramah Naick who only Received the Money in One Thousand Seven Hundred and Eighty Six. Although the Order for that purpose was granted in One Thousand Seven Hundred and Eighty three These Defendant say that the said Complainant is not intitled to Charge any Interest whatever previous to the first of January One Thousand Seven Hundred and Eighty Six the Board not having allowed

any upon the foregoing partnership Account from the Thirtieth September One Thousand Seven Hundred and Eighty One to that period And as the Complainants claim Arises from his Share of the emoluments of Office being a Moiety thereof in Consequence of an Agreement or Partnership entered into between him and the said Duncan Andrew Baine it would be Contrary to every Rule of Equity and to the tenor of their Agreement if he were to be placed in a better Situation than the said Intestate and to be allowed to charge Interest during that time, when the Bonds granted by the Company on Account of their partnership Account, Received None, These Defendants however admit that the said Complainant is intitled to Interest from the first of January One Thousand Seven Hundred and Eighty Six at which time Interest Commenced on the Company Bonds and they have Accordingly Credited him for the same at the rate of Eight p Cent in the said Account Current Marked E and These Defendants say that the Instructions Contained in the said Exhibit Marked D Consist a Statement of facts Collected as to be by the said Forrester Rose Not every degree of Credit ought to be given to them, for being the Original Administrator He was intimately Acquainted with the Affairs of the said Intestate, and knew every Matter Relative thereto And therefore These Defendants are Justified in making the deductions which they have done, It being Agreable to the Letter and Spirit of the Instructions which they have Received from the said Duncan Davidson and in Conformity to the said Exhibit Marked A Signed by Forrester Rose the Original Administrator as aforesaid, These Defendants further Answering say that the Account Current Marked BCD exhibits a Statement of all and every of their transactions and dealings with the said Intestates Estate, the Credit side thereof Shewing the different periods when the Companys Bonds were Realized and at what Rate the Dr Side the payments and Disbursements that were made and on what Account and that the said Balance of Pagodas Five Thousand Nine Hundred and Nineteen, Seventy four fanams and Seventy five Cash Is all and every part of the Realized property now in their possession belonging to the said Intestate, which Balance clearly evinces their inability to discharge the said Complainants demand even were He inclined to Admit the deductions in the said Account Current Marked E. and therefore These Defendants will even Maintain that the present Action is improperly brought and as such is not intitled to Relief, These Defendants further Answering Sheweth unto this Honble Court that they did Set forth to the said Complainant that the said Duncan Davidson the Administrator of the said Intestate was in a treaty with the different Creditors for the liquidation of the Debts due by the Estate and particularly with Mr Hippsley as the agent of the Complainant, and in Order to Effect these happy purposes as he the said Duncan Davidson in his Letters it had drawn upon These Defendants for the Sum of Pagodas Twelve Thousand which Bills Received due Honor, and which in Order to enable themselves to do, they were under the Necessity of discounting the Residue of the Companys Bonds then in their Possession, as Appears by the said Account Current Marked D and to which they humbly pray a Reference may be had These Defendants further Answering say that the only Remaining Specialties now in their possession belonging to the said Intestate

Intestate Estate are the two Bonds of the Rajah of Tanjore Amounting to Pagodas Sixty three Thousand One Hundred and Twenty Eight Thirty two fanams and Thirty One Cash, which they cannot pretend to Realize into Money at this time as it would be in direct opposition to the Orders which they have Received on that head, from their Constituent the said Duncan Davidson, who as Administrator to the said Intestate has directed them to resist every Attempt that is made to Compell them to dispose of the said Rajahs Bonds at this period and these Defendants say that the said Duncan Davidson in giving such Orders appears to be Actuated by Motives Consonant with the Strictest Justice and the most Rigid impartiality, Arising from the honest wish of discharging with fidelity the duty Imposed on him as Administrator and by waiting untill he could Realize the property of the said Intestate to the best advantage enabling himself thereby, not only to pay off all his just debts But to save to the Relations of the Deceased a Succession, on which their only hopes of future maintinance seems to rest. These Defendants say that were they to Realize the Rajah of Tanjores Bond at this time It would not only be Attended with difficulty, But at such a discount as would probably diminish more than half their apparent Value a Circumstance which would not only be injurious to the Relations of the said Deceased But to the Creditors in general as there would not then be Sufficient Assets to discharge all the Lawful Debts of the said Intestate and the Consequence thereof would be that partial payments would unavoidably be made. These Defendants say that the said Complainant

2

is not intitled by any Rule of Law or Equity whatever, to Expect such a Sacrifice to be made to him as the discounting of the Rajah of Tanjores Bond at this period would be on the Contrary these Defendants Maintain, that from the peculiar circumstances Attending his Claim and being only a Simple Contract Creditor that He ought patiently to wait untill every debt of a higher description is Settled at all events. If He is determined to Receive the payment of his debt in this Country He ought in all Consistency to wait untill such time as the Interest and Instalments that may hereafterwards be Received on the said Rajahs Bonds enables the Estate to discharge it but these Defendants say that the said Complainant Knowing well the small amount of Realized Assets at present in their Hands instead of calling upon them for the payment of his said Debt ought to have Referred his Claim to England where the said Forrester Row the Original Administrator being present would have been Ready to explain to the said Duncan Davidson every Circumstance Materially Relating to it and where in all probability every matter would have been Speedily and Amicably Settled to his Satisfaction, But instead of adopting so eligible a mode the said Complainant has wantonly persevered in commencing the present Suit which instead of forwarding must be the means of Retarding the Settlement of his Claim, while at the same time it is involving himself and the Estate of the said Intestate in a Ruinous troublesome and expensive Litigation without the prospect of deriving any advantage or benefit thereupon These Defendants in Order to evince the intentions of the said Duncan Davidson

and

and to Shew to this Honble Court that He is in Actual treaty with the Agent of the said Complainant for the liquidation of his debt Howe Sincerite Annexed for their Inspection Copies of two Letters Marked **I K** to which they humbly pray a Reference may be had and taken as part of this their Answer the Originals of which being in their possession and Ready to be produced when Required And Lastly these Defendants deny all unlawful Combination or Confederacy in the said Bill Charged without that there is any other Matter or thing Material or Necessary for these Defendants to make Answer unto, and not herein or hereby well and Sufficiently Answered unto Confessed or Avoided traversed or denied

All which Matters and things these Defendants are Ready and willing to averr, Maintain and prove as this Honble Court shall direct and humbly pray to be hence dismissed with their Reasonable Costs and Charges in this behalf most wrongfully Sustained.

Sworn to before me this
12th day of December 1789.
Jos. Aust. Forcher
Alderman

E. Palmer
Solr for Defendt

Wm Balfour
Oliver & Co

A

Memorandum

In Consequence of an Agreement dated 16th March 1780 between Mr Duncan Andrew Baine late Paymaster of Tanjore, and Mr Harry Taylor the latter appears to be intitled to a Balance of Account Current Arising from the Emoluments of Office &c to the 30th September 1781, when the partnership Accounts were Closed Amounting to Star Pagodas 12562.40 as p Mr Baine Books — This Balance will now be Subject to the following deductions Viz.t

One half of Pagodas 654 being Amount of Articles Rejected by Mr Commissary Jackson which Rejection was afterwards Confirmed by the Board —

One half of Pagodas 2000 disbursed by the Durbash Ramnaig on Settling the Accounts —

And One half of the Loss that will arise by discounting Companys Bonds to pay off Monies borrowed by Mr Baine and employed by him to the Use of the Garrison as will appear by the Paymasterships Accounts —

After these deductions are made from Mr Taylors Account He will have a Right to Receive Payment of the Balance but only in the Manner that the Attorneys to the Estate have been paid, that is by Companys Bonds nor is he intitled to demand Interest, the Board not having allowed any on the Paymasterships Accounts from 30th September 1781 when they were made up and delivered to the Auditor

Mr

Mr. Taylor by the Agreement he entered into with Mr. Baine thinks he is entitled to Claim an Interest on the Two Bonds due to the Estate by the Rajah of Tanjore but it will appear he has no Right to such Claim by the following particulars respecting which the Vakil of the late Rajah, also Pattehpah and Ramanay of Tanjore if called upon can vouch the truth of. —

Mr. Baine about Twelve Months before he was connected with Mr. Taylor and before the date of their Agreement had for Services rendered the Rajah at Madras a Bond granted them of Pagodas 20,000 which Bond after his being appointed to the Paymastership and on his Arrival at Tanjore he delivered up to the Rajah together with P. 10,000 which he borrowed on his personal Security from Mr. Brodie — P. 20,000 belonging to Sir George Ramsay — & P. 10,000 the Property of Mr. Charles Freeman and he Received in Return from the Rajah a Bond dated 22d May 1780 for P. 60,000 bearing 12 p. Cent the Legal Interest of that Country.

Soon after the Death of Mr. Baine, Sir G. Ramsay & Mr. Freeman Requested to have Separate Bonds for their Interests in this Loan and upon Application being made to the Rajah there were granted in lieu of the 60,000 P. Bond three other Bonds of the same tenor and date that is One to Mr. Baine for P. 30,000 One to Sir George Ramsay of P. 20,000 & One to Mr. Freeman of P. 10,000 —

The Second Bond dated the 8th Sept. 1780 for the Principal Sum of P. 4078 and bearing 12 p. Ct. Int. was granted by the Rajah in lieu of two Bonds delivered him up which he had executed in favor of Mr. Charles Salmon, Mr. Urban Vigier, and which two Bonds Mr. Baine had purchased of these Gentlemen giving them his personal Security at the same rate of Int. London 20th Jany 1789 — I do attest the above to be a true State of Facts consistent with my own Knowledge & Belief —

(Signed) Jorr. Rose

The following deductions are further to be made from Mr. Taylors Demands agt. Mr. Baines Estate, all which have been admitted in an Account delivered by Mr. Taylor himself, in his own hand writing and in Mr. Davidsons Possession Viz.t

	Pgs.	fs.	Chs.
To half Mr. Taylors Emoluments of the Sundry Paymastership to 30th Sept. 1781	2555.	11.	"
To half of General Expences of House Keeping Canicopley Wages &c. as p. Cash Book	2646.	17.	"
To half Cost of the House & Furniture bought of of Mr. Jones the which whole Sums advanced by Mr. Baine being P. 5766	2883.	"	"
To Cash Augt. 5th 1780	10.	"	"
To half the Emoluments of the Mr. Aprl. May & June, Amount to 2394. 17. 56. p. Mr. Jones as p. Cash Book	1197.	8.	"
	Pagodas 9291.	36.	"

London 20th June 1789 —

D. Davidson.

True Copy G. Chalmer
Attny for Deft.

B

Dr The Estate of Duncan Andrew Baine in Account Current with Messrs. Balfour & Spalding — Cr

1787 Dec.	31st	To Cash paid for Postages			24		
1788 Jany	9th	To Ditto paid Mr. Montgomery Campbell for Registering 2 Sanpore Rajahs Bonds No. 7 & 8		63.	6.37		
April	30th	To Balance of an Account due by the Estate to Mr. Spalding up to 1st March 1788		178.	27.24		
		Star Pagodas		242.	15.61		

1788 April	30th	By Balance carried down to the debit of the Estate with Balfour Spalding & Colt				242.	15.61
		Fort St. George 30th April 1788 Balfour & Spalding					
		True Copy G Chalmer Attg for Defendt	Star Pagodas			242.	15.61

C

Dr The Estate of Duncan Andrew Baine in Account Current with Messrs. Balfour Spalding & Colt — Cr

May	1st	To Balance brought down from the Credit of the Estate with Balfour & Spalding		242.	15.61		
Augt	26th	To Cash pd. Mr. Baker Attg at Law for three Bills		56.	5. "		
Octr	29th	To Do pd. Mr. Lockhurn being in full for Costs of Suits between the Estate and Major Johnston		35.	" "		
Novr	7th	To Do pd. Do for Costs of Suit between the Estate & Dr. Watson		34.	45. "		
1789 Jany	31st	To Do pd. Mr. Swer, being the Value of 100 P.N.P. Amount due by the Estate to the Revd. Mr. Swartz		87.	25. "		
Febry	16th	To Amt. due by the Estate to Major Johnston which was paid to Mr. Lockhurn as follows —					
		In Cash	3250. 5. 48				
		In Bengal Bonds estimated at par Int. to this day	3257. 26. 2.	6507.	31.50.		
		Also a Dist. of 15% was made on part of the Debt Pgs. 3793 due Major Johnston in Consequence of paying the Cash in lieu of the Bonds which he agreed to receive at par —					
		Also Amt. due to Doct. Watson to be paid in Comp.y Bonds	602. 29.32.				
		Discnt. @ 15% Cost Discount	90. 15. 16.				
			512. 14. 16.				
		Add Int. from 1st Jany to 1st Instt @ 8% p.a	5. 12. 52.	517.	26.68.		
March	7th	To Cash pd. Mr. Jno. Balfour being the Proportion of a Present to the Committee, who enquired into the Rajahs Debt		198.	37.50.		
		Carried Over Star Pagodas		7680.	18.69.		

1789 Febry	16th	By Amt. of 4 Bengal Bonds Sold this day No. 716. 717. 718. & 719. for the sum of 6 Rs. 15.35 or Star P. 1250. cash for P. 5000					
		Same Intt. on Do. from 1st Jany 1787 to this day is 2 years & 1 Mo. & 18 days @ 8 p.Ct.	852. 8.				
		Annum	5352. 8. "				
		Discount @ 15 p Cent	757. 34. 64	5094.	15.16.		
March	16th	By Cash Recd. for 2 years Interest on 11 Company's Bonds No. 720. 721. 722. 724. 726. 727. 730. 790. 771. 772. Amtg to Cor. 9299. 2. 3. Arc. 1098. 5. 12 @ 393 p.Cent				2190.	38.48.
		Carried Over Sr. Pagodas				7680.	18.69.

1789		Brought Over Sta. Pags.	7680.	18. 69
March	13.	To Cash pd Acct. fees on a Govern.t Bill on Vizagapatam for A R.s 21327. 13. 3. or Sta. Pags. 5687. 13. 3. @ 1 ⅌ Cent	1. "	"
		To Commission which our Correspd.t at Calcutta debit Our Acct. with on the Sales of Cha.s &c.a from Sept.r last to this day as R.s 7564. 32. 4 @ 1 ⅌ Cent is Pags.	75. 27. 16.	
		To Our Comm.n on the Amo.t Rec.d on this Acct is R.s 7564. 32. 4 @ 1 ⅌ Cent is	75. 27. 16.	
			151. 12. 32.	
		Star Pagodas	7832. 31. 21.	
May	1.	To Balance Carried down	267. 41. 17.	
June	22.	To Commission which our Correspd.t to the Northw.d Debits Our Acct. with in the Receipt of a Madras Govt. Bill for Pags. 5687. 13. 13. @ 1 ⅌ Cent	56. 36. 53.	
July	29.	To Cash pd Robt. Cameron for the Principal & Int.t of Mr. Baines Note of Hand to R.t Cameron Dated 20.th Sept.r 1780 is Ps. 400. " "		
		Int.t on Ditto to this day is 8. 9. 10 @ 12 ⅌ Ct. per Annum	425. 8. 32.	
			825. 8. 32	
		Deduct Discount @ 14 ⅌ Ct.	115. 22. 13.	
Sept.r	12.	To Our Accept.ce of two Sets of Bills drawn by Duncan Andrew Davidson Administrator to the Estate & Effects of Dt.d Baine for	12000. " "	709. 28. 19.
Oct.r	29.	To Commission which Our Correspondent at Calcutta Debit Our Acct. with on the Receipts of Money in Bengal from 1 May last to this day is Star Pags. 13595. 24. 27. @ 1 ⅌ Ct is Pags. 135. 40. 11.		
		To Our Comm.n on the Amo.t Rec.d on this Account from 1.st May last to this day is Star Pagodas 19282. 37. 30. @ 1 ⅌ Ct is	192. 34. 65.	328. 32. 76.
		To Balance in favor of the Estate this day		5919. 24. 25.
				19282. 37. 30

1789		Brought Over Sta. Pags.	7385. 11. 64	
March	30.	By Cash Rec.d for 2 years Int.t on 3 Company Bonds No.s 714. 715. & 910. Amo.t to C R.s 1186. 3. 9 or A R.s 1098. 5. 13. @ 393. ⅌ ⅌	279. 20. 20.	
		By Balance Carried down	267. 41. 17.	
			7832. 31. 21.	
		Star Pagodas		
June	22.	By Amo.t of a Madras Govern.t Bill on the Chief & Council of Vizagapatam Dated 14.th March 1789 for A R.s 21327. 13. 3. or	5687. 13. 3.	
July	29.	By Debt of a Bengal Bond Sold this day No 720 for 6 R.s 5535 or Star Pags. 1250. " "		
		Int.t on Ditto from 1.st Jany last @ 8 ⅌ Cent	57. 10. "	
			1307. 10. "	
		Deduct Discount @ 14 ⅌ Cent	183. " "	1124. 10. "
Sept.r	12.	By Amo.t of 13 Company Bonds Sold this day in consequence of Our Coming under Acceptance for 2 Sets of Bills drawn by Duncan Davidson Esq.r as Administrator to the Estate and Effects of D.d Baine No.s 721. 722. 724. 725. 726. 727. 730. 770. 771. 772. 714. 715. & 910 as of the annexed List Amo.t to C R.s 60128. 13. 7. or Ps.	13579. 2. 29.	
		Int.t from 1.st Jany last to this day is 254 days @ 8 ⅌ Cent	755. 34. 31	
			14334. 36. 60.	12471. 14. 29.
		Discount @ 13 ⅌ Cent	1863. 22. 33	
				19282. 37. 30
		Star Pagodas		

D

Errors Excepted
Port St. George 29.th Oct.r 1789. —
Balfour Spalding & Colt

True Copy
J. Chalmer
Actg. for Defts

Port St. George 30.th April 1789. —
Balfour Spalding & Colt

True Copy
J. Chalmer
Actg. for Defendt

E

Dr. Harry Taylor Esquire in Account Current with the Estate of D. A Baine

		To the following Amounts which are to operate as Deduction from the Balance of Contra & to which said Balance was subjected at the time it was drawn Viz.t			
1788 Febry	8th	To Discount on Company's Bonds Sold this day is Pags. 757. 34. 64. the One half is		378. 38. 32.	
1789 July	8th	29. To Ditto .... Ditto P.t 183. ..... Ditto		91. 21. ..	
Sept.r	8th	12. To Ditto ... Ditto P.t 1863. 22. 33. Ditto		931. 32. 16.	
November	20.	To Int.t on P.t 378. 38. 32. @ 8 P.t Cent is 4. 9. 2. .. 53. 4. 20 (7 mos 8)			
		91. 21. .... Ditto ... .. 3. 21. - 2. 9. 20.			
		931. 32. 16. . Ditto ... . 2. 8. - 14. 2. 70.		69. 16. 30.	
		To Balance		13,257. 22. 42.	
		Pagodas		14729. 40. 40.	

N.B. This Account is made out agreeably to a Statement Signed by London Administrator to the Estate —

Cr. "

		By Balance of an Account Current of this date but drawing Interest from the time and at the Rate given by the Hon.ble Company 12,562. 40. .. —			
		Deduct ½ of 2000 P.s disallowed by Ramalay in Settling the Account ..... 1000. .. .			
		& for ½ of P.s 654 the Amount of Articles Rejected by Commissary Jackson which Rejection was confirmed by the Hon.ble Board ------- 327. .. .. 1327.		11,235. 40. ..	
1789 Nov.r	20th	By Interest on P.s 11,235. 40. .. from the 1.st January 1786 the date on which Int.t commenced on the Hon.ble Company's Bonds to this day at 8 P.t Cent is 3 years 10 Months & 19 days		3493. 6. 40.	
		Pagodas		14729. 40. 40.	

Fort St. George
20.th Nov.r 1789 — Errors Excepted
Balfour Spalding & Colt.

Mr. F. Ross & transmitted to Messrs. S. & C. by Mr. D. Davidson of Town

Lond.n D. G. Chalmer
Deputy for Defend.t

F

A List of Papers Deposited in the Hands of Messrs. Balfour Spalding & Colt there belonging to the Estate of Duncan Andrew Baine. —

No.							
716	One Bond of Fort William dated 4th Jany 1786 payt to Messrs. Ferguson and Fairlie on Accot of Balfour & Spalding	Current Rs.	5535	"	"	1250	"
717	One Bond	Ditto	Ditto dated 5th Nov. 1786		5535	"	"
718	One Bond	Ditto	Ditto	Ditto	5535	"	"
719	One Bond	Ditto	Ditto	Ditto	5535	"	"
720	One Bond	Ditto	Ditto	Ditto	5535	"	"
721	One Bond	Ditto	Ditto	Ditto	5535	"	"
722	One Bond	Ditto	Ditto	Ditto	5535	"	"
724	One Bond	Ditto	Ditto	23d Oct. 1786	5535	"	"
725	One Bond	Ditto	Ditto	Ditto	5535	"	"
726	One Bond	Ditto	Ditto	Ditto	5535	"	"
727	One Bond	Ditto	Ditto	Ditto	5535	"	"
730	One Bond	Ditto	Ditto	Ditto	4538	11	3
770	One Bond	Ditto	Ditto for the Estate of A Baine dated 6th Nov. 1786		4981	8	"
771	One Bond	Ditto	Ditto	Ditto	4981	8	"
772	One Bond	Ditto	Ditto	Ditto	4981	8	"
715	One Bond	Ditto	Ditto	dated 5th Nov. 1786	5535	"	"
714	One Bond	Ditto	Ditto	Ditto	1556	10	4
910	One Bond	Ditto	Ditto	Ditto	344	"	"
				CRs	87,803	13	7
	One Tanjore Rajahs Bond certified by Mr. M. Campbell dated 15th January 1788				5570	3	46
8	One Tanjore Rajahs Bond certified by Mr. Ds				7425	31	65

7982	2	29
63128	32	31
82957	34	60

Pagodas

Errors Excepted

Fort St. George 29th Octr. 1789 —

Balfour Spalding & Colt

True Copy
G. Chalmer
Attys for Deft

G

From the first Money that becomes due to me from the Estate of the late Mr. Baine please to pay to Ramah Naig the Sum of Five Thousand Star Pagodas for Value Received —

(Signed) Eliz. Saylor

Fort St. George
Octr. 4th 1789 — To Forrester Row Esqr.
Executor

True Copy
G. Chalmer
Attys for Deft

H

I do hereby acknowledge to have Received of and from the Attornies of the Executor of Duncan Andrew Baine Esquire deceased the Abovementioned Sum of Five Thousand Star Pagodas dated this 17th Augt. 1786

I say Received by me — (Signed) Ramah Naig

Witness
(Signed) Bala Chitty

True Copy
G. Chalmer
Attys for Deft

I

Copy
Original of the Sultana
Capt.n Penney

London 20.th Janry 1789 —

Gentlemen

Since the Arrival of your Mr. Spalding in this place I have frequently had the pleasure of seeing him, and at his desire I now transmit to you a power of Attorney from me as Administrator to the Estate and Effects of the late Dann. Andrew Baine of Madras decd the particulars of whose affairs have been left in your hands by Mr. Spalding with his Observations thereon, He has delivered me his Accounts Current with the Estate made up to the 31.st May 1787 — Shewing a Ballance in its favor of Star Ps. 173.27.24 together with a State of the East India Co.s Bonds then in his Possession Amounting to £ Stg 87303.13.7 / Sikk.s 81299.13.9 / which at 410 Sikk.s p.r £ Stg is equal to Star Ps. 19829.11. — and of the Rajah of Tanjore Bonds likewise in his Possession Amtg with Int.t to the 12.th July 1787 — to the Sum of Star Ps. 63128.32.31 / These with a Note of Hand of Ensign Geo. Salmon for Star Ps. 100 with some Books Pictures, a Watch and Seals, left with Mr. Spalding by Mr. Rose Constitute I believe the whole of Mr. Baines Effects Messrs. Balfour Spalding & Colt —

And which are now recommended to your charge Mr. Spalding left with you a List of the Debts due by the late Mr. Baine then inclosed to which I beg leave to refer you and by which I beg leave to observe all the Bond Debts are paid except those to Dr. Buchanan and myself I am now intirely with that Gentleman for the liquidation of this Bond here on which I hope I shall succeed, and of which I shall in due time give you Notice, I am likewise in treaty with Mr. Brodie for the same purpose, & I have just opened a Negociation with Mr. Hippesley, the Agent of Mr. H. Taylor for the Adjustment of his demand against Mr. Baines Estate therefore in Order to enable me in part to effect these happy purposes, I have at Mr. Spaldings Recommendation drawn upon you two Setts of Bills in his favor the 14.th Instant One Sett of five Bills for Star Ps. 5000 and the other Sett of five Bills for Star Ps. 7000 agreeably to the terms expressed in the said Bills payable in Spice at 90 days after freight in return for which you are to Receive from the Payee or Holder of the said Bills five Setts of Bills on the House of Messrs. Charles Harris & Co.s of this place to the Amount of £ 5100 Stg being at the Exchange of 8/6 p.r Star Pagodas Agreeably to the conditions of the Bills drawn by me upon you, upon this Subject I shall write you more fully to Accompany the Bills, and to which I beg leave to refer you in the Mean time Mr. Spalding has promised me to communicate this Circumstance to you, and to secure your paying due Honor to the Bills upon the Account for which they were drawn, as you hold so large an Amount of Effects in your hands, for your Reimbursement for whatever may be deficient of cash in your Possession on my Account, as Administrator to the Estate of Mr. Baine you have at Liberty to discount to that Extent of the East India Comp.s Bonds which Mr. Spalding leads me to expect will be very moderate by the time this Reaches you, should it prove otherwise from any extraordinary Drop, from the Circumstances being adopted by others I have

here who are in the same Situation with myself desirous of availing themselves of the present favorable mode of obtaining Remittances to this Country. I trust you will give me some Indulgence by holding the Bonds until the forfeiture subsides, if you can in the meantime Conveniently Spare the Advance of the Money which I assure you I am sensible I have no Right to Ask of you, indeed my only plea and Object are to do all the Service I can for a large and deserving Family of Females who have Nothing to look to but the Reversion that may come to them from this Estate whatever it may be, and in this Benevolent and good Work I am sure you will Cooperate with me and give me every Aid in your Power by Converting the Property in your hands to the best Account, which under your Direction, and in the mode of Remitting it to me as the Discount of the Sanjore Bonds must of Course be large, I cannot think of parting with any of them at present you will therefore Attend to Receiving the Interest and Instalments paid on them untill the whole shall be Completed, or that a more favorable period shall occur for Converting them into Cash or European Remittances, you will be particularly Attentive to Attend to have the Bills drawn upon Messrs Charles Dennis & Co of this Place to be in exact Conformity to the Bond I have Signed, of which I transmit you a Copy herewith / & to the Conditions expressed in the Bills I have drawn upon you, and which Bills you will of Course Remit me by the earliest Conveyance, to the Number of four Sets, so that the Needful may be done here in Regard to them, you will Observe by the Copy of the Bond what a Severe and Compleat Penalty I shall incour if the most punctual Honor is not paid to my Bills, but of that I cannot have the least Doubt from the Nature of the Circumstances & from Mr Spaldings Assurances, who in Confirmation thereof has been so Obliging to endorse the Bills at his own Instance, yet I am so Anxious on this Head, that in Case of any Demurr or Accident whatever, I do hereby Authorize and empower you to Revalue yourselves by drawing upon me for any Difficiency that can possibly Arise at the Current Exchange of the Period, upon the most favorable terms you can obtain payable at 12 Months after Sight, or I Authorize you to Assume such Part of this intended Remittance for your own behalf and Respon Subject to the same Conditions in every Respect which I have Covenanted to fulfill for such Difficiency as may Arise in my Account with you Observing that the further Expence here will be about 3½ p Cent. from which I must be indemnified, however as these precautions are merely proposed by me, in Case of dire Necessity and which I trust cannot occur, from the Property you hold, and the Confidence which I trust you have in me, I will not urge further upon them, but Rest in the Assurance that the transactions will have your hearty approbation and the whole terminate Agreeably to our Expectations here, and in the faith thereof I shall Accordingly Act in my Negotiations with Dr Buchanan Mr Brodie & Mr Ripley in behalf of Mr Taylor. According to the Progress I make therein so must my future Operations with you be Conducted, and upon which Subject I Request to be favored with your earliest and Regular Advices, that in whatever I do I may be enabled to Act in Conformity thereto, that we may perfectly understand each other and Commit no prejudice to the Estate under our Care you will inform me if you have any Chance of

of Recovering Payment of Enough for Salmons Note of hand —

Mr Spalding would inform you that the Bond Debt to Secret Jaw was paid, it is my intention, and Wish to Liquidate, & pay him the Bond Debt to Dr Buchanan but if unfortunately that cannot be Accomplished on Moderate Terms he may perhaps be induced to have Recourse to you, in that Event I see no Alternative but Complying with the demand and getting his Attorney to Accept of Company Bonds to the Amount, which Considering all the Circumstances they ought Chearfully to do, and if Depend to you I trust you will be able to Accomplish the Matter Accordingly, In Regard to the Simple Contract Creditors, I hope you will be able to effect better terms with them and prevail upon them to Receive their Payments as Assets may come into your hands and that without Interest at any Rate I wish you to Resist every Attempt to force you to dispose of any of either the Companys or Rajahs Bonds at a Discount to pay them but let them await the Regular Course of your being in Cash for them as many of these Debts as you can Remit to me for Settlement in this Country, I wish you to effect as I doubt not but I can do it upon better Terms than you can at Madras, for instance Mr Brodie has already offered to take his Money at 8/ p.r with 5 p.r Int.t being the legal Interest of this Country, I even hope to be able to Settle with Dr Buchanan upon these Terms if not better, I shall be more Rigid with Mr Kipsesley if I can liquidate Mr Taylors Account with him this I Consider as the Most difficult Matter to Arrange in all Mr Baines Affairs, and it Must have your and my Attention Accordingly, for your Information and Government herein, I have transmit you the Copy of a Memo.m delivered to me by Mr Rose, with an Addition thereto made up, by me, from an Account Current Pendent in by Mr Taylor himself, and in his own hand writing, so that when the Various Deductions are made from this Gentlemans Account, with Mr Baine, I flatter myself there will Remain but very little due to him the Next important Demand is that of Captain Johnson in the Adjustment of which I am Confident he will be very Moderate out of Regard to the Memory of his deceased Friend and the Numerous poor, and deserving Relations he has left behind him, otherwise entirely unprovided for. —

I have only further to Recommend to you, to make me as Administrator from time to time such Remittances as you may have in your Power on Account of the Estate, in all which I shall hold you harmless and do hereby guarantee the same to you Accordingly —

I Request to have the pleasure of hearing from you from time to time & Remain with the greatest Esteem & Respect —

Gent.n

your faith.l & Obed.t Hble Ser.t

(Signed) Duncan Davidson

True Copy

J Chalmer

Attg for Defend.t

K

Original via France

Copy of the Sullivan Capt.n Cheney

London 29.th January 1789 —

Mess.rs Balfour Spadding & Colt

Gent.n

Referring to my Letters to you by the Ships of this Season from this place which carry off full Pursuers and —

Instructions to you in Regard to the Affairs of the late Duncan Andrew Baine of Madras deceased which have hitherto been conducted by your Mr. Spalding; the present Serves only to inform you that by his Concurrence and Advice I have drawn two Sets of Bills upon you in his favor dated the 14th Instant 1 Sett of Five Thousand Star Pagodas and the other for Seven Thousand Star Pagodas Agreeable to the Terms expressed in the said Bills payable in Specie at Ninety days after Sight, in Return for which you are to Receive from the Payee or holder of the said Bills, two Setts of Bills on the House of Messrs. Charles Herries & Co. of this Place, to the Amount of £5100 Stg being at the Exchange of 8/6 p Star Pagodas, Agreeable to the Conditions of the Bills drawn by me upon you. I make no doubt of your paying due Honor to these Bills the Amount you will Charge to me as Administr. to the Estate and Effects of the late Duncan Andrew Baine Deceased for your Reimbursement I observe you possess the Est India Co. Bonds for Co. Rs. 87803.13.7 of which so far as you are not in Cash must be discounted to Raise the Sum Necessary you have besides the Bonds of the Rajah of Tanjore for Star Pagodas 63,128.32.38 these latter I mean shall remain in your hands, Receiving the Interest and Instalments on them as they may become due & Rs. until the whole shall be Compleated or that a more favorable period shall occur for converting them into Cash or European Remittances your will of course take care to have the Bills to be drawn on Messrs. Charles Herries & Co. Conformable to the Conditions expressed in those I have drawn upon you, and which Bills you will of Course

remit me by the earliest Conveyance to the Number of 4 Setts that the Needful may be done here in Regard to them, The penalty of non-performance by either Party is Secured by Bond at the Rate of Twenty five p Ct. tho I can have no Doubt of your paying due Honor to my Bills, your Partner my Friend Mr. Spalding having Ratified his Approbation by indorsing them, yet in Case of any demurr or Accident I do hereby Authorize you to Reimburse yourselves by drawing upon me for any deficiency that can possibly Arise or by transferring and passing to that Amount the Bills upon Messrs. Charles Herries & Co. in lieu of these which I have drawn upon you and that so far the transactions may check and I may not be made Subject to the Penalty of my Bond in any degree whatever, I however can have no doubt of your honoring my Bills upon the Account in which they are drawn and that the whole transaction shall come in Regular Course, Should you even make some small Advance until Reimbursed from the large Effects in your hands, of this my Friend Mr. Spalding gives me the strongest Assurances and there I will Rest it, Indeed he proposed to me to draw upon you for a large Sum, but that I declined until I had your decided permission and to what extent which you will please take into Consideration in your Reply hereto, my great object in Securing this Remittance to Europe is to enable me to discharge here the debts to Dr. Buchanan & Mr. Brodie which in Consequence thereof I hope to be able to Effect upon Moderate and Advantageous terms for Mr. Baines Estate I have only further at present to Assure you that I am with the greatest Esteem and Respect &c.

Dr. Davidson Administrator to the Estate & Effects of the

late Duncan Andrew Baine of Madras deceased The Commr and Brokerage paid by me here on this Transactions is 3 ¾ Cent Mr Spalding leads me to hope that the Discount on the East India Co's Bonds in your possession will be very Moderate by the time this reaches you - Messrs Harris & Co have assured me that this Letter shall accompany the first sett of the Bills that shall be sent to Madras from France —

Your Obdt

J. Chalmer
Atty for Defendant —

Mayors Court at Madraspatnam } { Saturday the 13th Day of Novr Anno Domini 1790

Present

James Call Esquire Mayor
William Webbe - Andrew Ross
John Mitford - Henry Chichley Michell
James Amos - Henry Redshead
and
Benjamin Roebuck - Aldermen

Between Harry Taylor, Junior Merchant in the Service of the United Company of Merchants of England trading to the East Indies Complainant and Duncan Andrew Baine also in the Service of the said Company Deceased Defendant —

This Cause coming on to be Heard and Debated this day in the presence of the Attornies on both Sides on Reading the Complainants Bill with Copies of Two Exhibits Marked A & B Annexed, The Joint and Several Answer of the Defendants William Balfour and Oliver Colt with Copies of Exhibits Marked A B C D E F G H I & K — Annexed On Hearing the Readings made use of by the Attornies — and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants William Balfour and Oliver Colt the Attornies of Duncan Davidson the Administrator of Duncan Andrew Baine Deceased do pay unto the Complainant out of the Estate and Effects of the said Deceased the full and just Sum of Thirteen Thousand Two Hundred and fifty Seven Pagodas Twenty two fanams and forty two Cash Pags 13,257.22.42 being the Amount Acknowledged to be due to the Complainant in the Defendants Answer together with Interest thereon from the Twentyeth day of November One Thousand Seven Hundred and Eighty Nine and it is further Ordered and Decreed that the Defendants do pay all Costs of this Suit

By Curr

Filed 27th Octr 1789 –

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Hble Court your Orator Alexander Brodie late of Fort Saint George Senior Merchant in the Service of the United Company of Merchants of England trading to the East Indies but now of London by his Acting Attorney John Sullok of Fort St George aforesaid Merchant That Duncan Andrew Baine late Paymaster of Tanjore in the Service of the said United Company and since deceased stood indebted at the time of his Decease unto your Orator in a very Considerable Sums of Money upon the Balance of an Account Current Copy whereof is hereunto annexed Marked A for the Inspection of this Honble Court and prayed by your Orator to be taken as Part of this his Bill of Complaint The Original whereof is in your Orators Possession and Ready to be produced to this Honble Court when Required And your Orator Sheweth That the said Duncan Andrew Baine being thus indebted unto your Orator and being possessed of a very Considerable Personal Estate more than Sufficient to Satisfy all his just debts departed this Life on or about the thirtieth day of September which was in the year of Our Lord One Thousand Seven Hundred and Eighty One without leaving any Will in Writing or any other Disposition of his Estate that hath hitherto appeared and come to light your Orator further Sheweth that the said Duncan Andrew Baine having thus departed this Life intestate George Ramsay then of Fort Saint George Esquire but now Sir George Ramsay Baronet and Forrester Rose late of Fort St George Merchant and now of Great Britain or elsewhere obtained Letters of Administration

to

the Estate and Effects of the said Duncan Andrew Baine and your Orator did in Consequence thereof apply to the said Sir George Ramsay and Forrester Rose by Letter under date the Eighteenth day of November which was in the year of Our Lord One Thousand Seven hundred and eighty two for Payment of your Orators said Claim on the said Duncan Andrew Baine and the said Sir George Ramsay and Forrester Rose wrote an Answer to your Orator Copy whereof is hereunto annexed Marked B and prayed by your Orator to be taken as Part of this his Bill of Complaint The Original whereof being in your Orators Possession and Ready to be produced to this Honble Court when Required And your Orator Sheweth that some time after the said Letters of Administration which were obtained by the said Sir George Ramsay and Forrester Rose were Revoked and Letters of Administration were on the thirteenth Day of April which was in the year of Our Lord One Thousand Seven Hundred and Eighty four obtained by Alexander Davidson late of Fort Saint George Esquire and the said Forrester Rose as Attornies to Duncan Davidson of the City of London Merchant Attorney to Bernard Baine within the Kingdom of Great Britain or elsewhere Father to the said Duncan Andrew Baine deceased And your Orator Sheweth that the said Alexander Davidson and Forrester Rose Attornies to the said Duncan Davidson Attorney to the said Bernard Baine having by Virtue of the said Letters of Administration to them Committed by this Honble Court as aforesaid possessed themselves of all the Estate of the said Duncan Andrew Baine your Orator by his said Acting Attorney did frequently demand Payment of his said Debt from the said Alexander Davidson and Forrester Rose and afterwards also from William Balfour of Fort St George

Merchant

Merchant and John Spalding late of Fort St George but at present of Great Britain or elsewhere and Oliver Colt late of Fort St George Merchant and Copartners Acting under the Authority and Appointment of the said Duncan Davidson Attorney to the said Bernard Raine they the said Copartners having possessed themselves of the Estate and Effects of the said Duncan Andrew Raine under the Authority of the said Duncan Davidson and in particular your Orator said Attorney John Sullivan did on the Thirty first day of July last past write a Letter to the said William Balfour as Acting for the said Administrators of the Estate of the said Duncan Andrew Raine demanding the Payment of your Orators Claim on the Estate of the said Duncan Andrew Raine and did at the same time inclose an Account Current between your Orator and the Estate of the said Duncan Andrew Raine as appears by the Copies of the said Letter and Account Current Marked C & D 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 your Orator Sheweth that the Balance of the said Account Current in your Orators favor is the Sum of Eight Thousand and Twenty Seven Pagodas Twenty five fanams and Sixty four Cash which is now due and owing unto your Orator together with Interest from the said Thirty first Day of July last being the day that the said Account Current was Closed which said Sum of Eight Thousand and Twenty Seven Pagodas Twenty five fanams and Sixty four Cash doth make in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Three Thousand two Hundred and Eleven Pounds and Nine Pence or thereabouts And your Orator Sheweth That Notwithstanding he

hath frequently and in a friendly Manner demanded Payment as aforesaid from the said Alexander Davidson and Forrester Rose Attornies to the said Duncan Davidson Attorney to the said Bernard Raine as also from the said William Balfour John Spalding and Oliver Colt they have all obstinately and wilfully Refused to pay your Orator said Claim or to give any manner of Satisfaction touching the premises the said Alexander Davidson and Forrester Rose pretending that the said Duncan Davidson Attorney to the said Bernard Raine had Revoked the Powers under which they did obtain Letters of Administration from this Honble Court as aforesaid and that they the said Alexander Davidson and Forrester Rose had not any Interest or Concern whatever with the said Estate but that the same was wholly under the Management of the said William Balfour John Spalding and Oliver Colt and that they are therefore incapable of paying your Orator said Demand or any Part thereof but that your Orator ought to Apply to the said William Balfour John Spalding and Oliver Colt which Application your Orator sheweth he hath made in Manner aforesaid unto the said William Balfour as the Senior Partner and the Acting Person for the Representatives of the Estate of the said Duncan Andrew Raine But your Orator Sheweth that the said William Balfour doth pretend that they the said William Balfour John Spalding and Oliver Colt are instructed by the said Duncan Davidson Attorney to the said Bernard Raine not to pay your Orators said Demand, and at other times that they the said William Balfour John Spalding and Oliver Colt have not Assets in their hands belonging to the said Estate sufficient to pay the same and that they have remitted the several Assets that have come

came to their Hands to the said Duncan Davidson Attorney to the said Bernard Baine in Great Britain, but your Orator charges that the Pretensions of the said Alexander Davidson, Forrester Rose, William Balfour, John Spalding, and Oliver Colt are Contrary to Law and groundless, and cannot by any means be Admitted Because they have Received considerable Sums of Money belonging to the Estate of the said Duncan Andrew Baine and have paid and discharged many Debts and Remitted considerable Funds to the said Duncan Davidson Attorney to the said Bernard Baine Notwithstanding the repeated Applications made by your Orator and his said acting Attorney for the Discharge of your Orator's Claim And in particular the Firm or Copartnership of the said William Balfour John Spalding and Oliver Colt have Accepted Bills of the said Duncan Davidson and Remitted Considerable Sums of Money from the Estate of the said Duncan Andrew Baine ever Since they have been in Possession of your Orator said Application by his said Attorney John Sullock underdate the thirty first day of July last.—

All which Actings and Doings of the said Alexander Davidson, Forrester Rose, William Balfour John Spalding and Oliver Colt are Contrary to Right Equity and Conscience and tend to your Orator manifest wrong and injury To the End therefore that the said Alexander Davidson and Forrester Rose Attornies to Duncan Davidson Attorney to Bernard Baine as also the said William Balfour John Spalding and Oliver Colt who have since been Constituted the Attornies of the said Duncan Davidson may upon their respective Corporal Oaths full true direct and perfect Answer make to all and Singular the Premises as fully and particularly as if the same were

and that the said Alexander Davidson and Forrester Rose as also the said William Balfour, John Spalding and Oliver Colt may Set forth whether the said Duncan Andrew Baine did not depart this Life intestate or about the time above mentioned or when and whether Letters of Administration to the Estate and Effects of the said Duncan Andrew Baine were not first obtained by the said Sir George Ramsay and Forrester Rose and whether the same were not Revoked and fresh Letters of Administration obtained by Alexander Davidson and Forrester Rose as Attornies to the said Duncan Davidson who is Attorney to the said Bernard Baine at or about the time above mentioned or at any other and what time and that they the said Alexander Davidson and Forrester Rose may Set forth whether they or either of them did or did not possess Sufficient Estate of the said Duncan Andrew Baine to pay your Orators said Debt and Demand and the said Debts by the said Duncan Andrew Baine owing at the time of his death and that they may Severally deliver in an Account thereof and what is become thereof And that the said William Balfour John Spalding and Oliver Colt may discover whether the said Duncan Davidson as Attorney to the said Bernard Baine or both or either and which of them and in what Capacity did or did Nominate and Appoint them the said William Balfour John Spalding and Oliver Colt or either and which of them by Letter of Attorney or otherwise to Act as his or their Attornies or Attorney in the Administration of the Estate of the said Intestate and under what date and when the same came to their hands And whether the said William Balfour John Spalding and Oliver Colt or either and which of them did or did not and do or do not now Act in Consequence of and under such Nomination and Appointment in the Management of the Estate of the said Duncan Andrew Baine, and

And whether either and which of them did or did not possess and receive from the said Alexander Davidson and Forrester Rose or either and which of them or from any other Person or Persons so much of the Estate of the said Duncan Andrew Baine as was and is sufficient to pay your Orator said Debt And whether the said William Balfour John Spalding and Oliver Colt or either of them did not since the Repeated Applications of your Orators said Acting Attorney to discharge your Orators said Demand limit any and what Sums to the said Duncan Davidson Attorney to the said Bernard Baine or either of them, and whether the said William Balfour John Spalding and Oliver Colt or either of them since the Repeated Applications of your Orator said Acting Attorney did or did not accept or pay any and what Bills of Exchange drawn by the said Duncan Davidson as Attorney to the said Bernard Baine or either and which of them and for what Sums and in whose favor were the said Bills drawn and that they may deliver a perfect Account of all such Sum and Sums of Money Bonds Notes and Securities for Money which have in any manner and way came to or which now severally are in the hands custody Possession or Power of them the said William Balfour John Spalding and Oliver Colt or either of them to their and each others Knowledge and belief from the said Alexander Davidson and Forrester Rose or either of them and from any other Person or Persons and who by Name and what is became thereof and how and in what manner they have disposed thereof and paid the same away And whether your Orator said Acting Attorney hath or hath not frequently demanded payment of your Orator said Demand and whether your Orator said Acting Attorney did not write the Letter Copy whereof is Marked C is hereunto annexed and whether they or the said William Balfour have or hath or have or hath not Received the same and whether at the time of Receiving the said Letter there was not Sufficient Funds in their or any of their Hands or Power belonging to the Estate of the said Duncan Andrew Baine to discharge your Orators said demand and whether they do or do not believe and know that your Orators Demand is just and true And your Orator prays that the said Alexander Davidson and Forrester Rose Attornies to Duncan Davidson Attorney to Bernard Baine Father of Duncan Andrew Baine and the said William Balfour John Spalding and Oliver Colt may be Decreed to pay unto your Orator the aforesaid Sum of Eight Thousand and Twenty Seven Pagodas twenty five fanams and sixty four Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit - And your Orator by his said Attorney further prayeth that if it shall appear as your Orator doth charge the Case to be that the said William Balfour hath had due Notice of the said Claim of your Orator before he parted with the Money belonging to the said Estate of the said Duncan Andrew Baine and hath since parted with the same that the said William Balfour John Spalding and Oliver Colt as Copartners and Acting aforesaid by the said William Balfour may be decreed to pay the said Sums of Eight Thousand and twenty Seven Pagodas Twenty five fanams and Sixty four Cash out of their own Pockets together with full Interest and Costs of Suit and that your Orator may have such further Relief in the Premises as to this Honble Court shall appear agreeable to Equity and good Conscience —

May it please this Honble Court to cause the said Alex.r Davidson Forrester Rose Willm. Balfour, John Spalding and Oliver Colt 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 —

P. Holmes

Dr

Alexander Brodie Esquire in Account Current with Duncan Andrew Baine

Cr

1780 Dect.	30	To Balance of Account furnished by him to this date			886	2	68			
		To Cash paid Captain Davis 8th July last			7	21				
1781		To Ditto Ditto 1st Inst.			534					
February	3	To Ditto paid Pakshapah			2000					
May	7	To his Bill favr of Mr Roxburgh			1321	28				
	12	To Captn Edmingtons Bill on Bryant Scotney dew			620					
		To my Bill on J Welch dew			730					
Augt.	2	To Cash paid Mr Rose for the use of my Servant			30					
	30	To Ditto Ditto Do			30					
		To Interest on the following Sums to this date Viz.								
		Pagd	Sums	Mths	Dates					
		886	2 68	8						
		7	21	13	27					
		534		8	29					
		2000		6	27					
		1321	28	5	23					
		30			28					
				12 ₰ Cent		Pagd	70	37	13	
							1	1	62	
							47	37	4	
							138			
							76	9	6	
								11	60	
							334	12	65	
		To Balance					4187	3	59	
						Pagodas	10680	26	32	

The above Account is a true Copy of One agreed with Mr Baine to 30th Augt 1781 — Forrester Rose

A Mistake discovered in the Interest makes the Balance only Pagd 4116 3 59 — } FR

1780 June	9	By Cash of Capt.n Watts							40	
Sept.r	5	By Ditto Capt.n Allcock							82	4
Dect.	1	By Do at diff.t times from his Gomastah							7851	12 60
1781 Janry	20	By Do Do from the Rajahs							1716	60
June	19	By Bill in favr of Bawanjy							60	
Augt.	30	By Int.t on the following Sums to this date Viz.t								
		Pagodas	Sums	Mths	Dates					
		40		14	21					
		82	4	11	25					
				12 ₰ Cent		Pagd	5	36	76	
							9	29	70	
1780 Sept.r	11	1302	21	20	11	19			151	22 3
Octr.	1	1276	28	"	10	29			140	" 25
	11	849	37	"	10	19			90	15 30
	29	426	38	"	10	1			42	35 "
Novr.	10	301	3	40	9	20			29	4 30
	22	520	"	"	9	8			48	7 65
Dect.	1	3174	11		3	29			284	26 20
		Pagd	7851	12	60					
1781 Janry	14	857	42	30	7	16			64	26 53
	20	857	42	30	7	10			62	38 50
			1716	"	60					
June	19	60			2	11			1	17 50
						Pagodas			10680	26 32

atmc Servt
J Upham

B

Alexander Brodie Esqr.

Madras 18th Novr 1782.

Dear Sir

We are favoured with your Letter of this date demanding Payment of the Balance of your Account with the late Mr. Duncan Andrew Bayne being Ps. 4116. 3. 59. together with the Interest thereon from the 30th August 1781 when the Account was adjusted. —

Mr. Baynes Effects almost entirely consist of a Balance of Account due to him from the Nabob & Company and a large Bond Debt due from the Rajah of Tanjore, neither of which Claims will for some Considerable time be recoverable, you may rely however on our Attention to the discharge of your demand as soon as we have funds in Our hands for the purpose. —

We are Dear Sir
your Most Obedt. Hble. Servants
Geo Ramsay
Forrister Rose
} Administrators

A true Copy
Popham

C

William Balfour. Esqr.
Acting for the Administrator to
the Estate of D. A. Bayne decd

Port St. George 31st July 1789. —

Sir

We beg leave to enclose you an Account Current between the Estate of the late Mr. Duncan Andrew Bayne and Mr. Alexander Brodie Stating a Balance due to the Latter of one Account Current Closed the 31st August 1781 which with Interest due thereon to the 31st Instant Amounts to Pags. 8027. 25. 64 due to Mr. Brodie from the said Estate. I am Instructed to demand Payment of the Balance due to Mr. Brodie by the enclosed Account, and have to Request you will be so Obliging to inform me when the Payment may be expected. —

I enclose you Copy of a Letter from Sir George Ramsay and Mr. Forrester Rose the former Administrators to the Estate of Mr. Bayne Acknowledging the demand Mr. Brodie made for the Payment of the debt and as you will perceive from the date of that Letter that a Considerable time has elapsed since that demand has been made, and that the Representatives of Mr. Bayne have had much indulgence from Mr. Brodie, I trust that the debt will now be discharged without Delay. —

I am Sir
your Most Obedient Humble
Servant
John Sullivan

A true Copy
Popham

D

Dr The Estate of the late Duncan Andrew Baine in Acct Curt with Alexr Brodie ... Cr

1789			Star Pags	Fs	C.	1789			Star Pags	Fs	C.
July	31	To Balance due as p Account Current delivered by Mr Forrester Rose dated the 30th Aug. 1781	4116	3	5	July	31st	By Balance due Alexander Brodie	8027	25	64
		To Interest due on the above Sums from the 30th August 1781 to this day the 31st July 1789 is 7 yrs 11 mos 1 Day at 12 p Cent p Annum	3911	22	5						
		Star Pagodas	8027	25	64			Star Pagodas	8027	25	64

Fort St George
the 31st July 1789
Errors Excepted
J. Fulton Acting Attorney
to Alexander Brodie

a true Copy
Popham

Recd the 20th Aug. 1790

The Answer and Supplemental Answer of William Forrester Rose and Hugh Cobb of Madras Inhabitants Defendants to the Bill of Complaint of Alexander Brodie late of Fort St George but now of London Esqr Complainant

These Defendants by protestation not confessing or acknowledging all or any of the matters and things in the said Complainants Bill of Complaint contained for Answer thereunto or unto so much thereof as these Defendants are advised is Material for them to make Answer unto they the said Defendants William Rose and Hugh Cobb do Answer and say that Duncan Andrew Baine in the Bill named did in or about the Month of September in the year of Our Lord One thousand seven hundred and eighty One Depart this life without leaving any Will or Testament nor Nuncupative Declaration in any other Manner whatsoever as far as these Defendants have been informed or believe and that the Complainant Alexander Brodie took out Letters of Administration of his Goods Chattels and Debts unto him granted by the Honble George Dunbar Esqr now or late Governor Deputy Governor or President of Fort St George and Council thereof and the Complainant the said Alexander Brodie now is the Executor of the Last Will and Testament of the said Duncan Andrew Baine deceased and these Defendants further Answering say that the said Duncan Andrew Baine during his Residence in India and before and at the time of his Decease was possessed of or entitled to a considerable Estate and Effects in India and elsewhere and that the Complainant the said Alexander Brodie hath possessed himself of the said Estate and Effects and hath Collected and Received the Debts due and owing to the said Duncan Andrew Baine at the time of his Decease and hath Converted the same to his own use and these Defendants believe that the Complainant hath Collected and Received a very large Amount of the said Estate and Effects and these Defendants believe that the Complainant hath Converted the same to his own use and these Defendants have been informed and believe that the Complainant hath Collected and Received a

Duncan Davidson Attorney to Bernard Evine, Father to the
said Duncan Andrew Evaine And these Defendants further
Answering say as they have understood that the said Forrester
Rose being about to depart from the Country did previous thereto
in Conjunction with the said Alexander Davidson Request the
said John Spalding to become their Attorney and to take upon
him the Care and Management of the said Intestates Property,
who did Accordingly as they have understood Accept the charge
and took the Management thereof. But these Defendants Say
that it was a distinct Matter in which they had no Concern, as
they never interested themselves in Arranging any part of the Intestates
Property, having no Right so to do, Consequently cannot Answer
to any Matter relative thereto during the time the said John
Spalding had the management of it further than admitting that
an Account was opened in the Books of the House with the
Intestates Estate then under the firm of Balfour and Spalding
and that a small disbursement was made for postage and for
Registering Two Bonds of the Rajah of Tanjore as more particularly
and at large appears in the Dr. Side of the Account Current
Marked A Wherewith annexed for the Inspection of this Honble
Court and to which these Defendants humbly pray a Reference
may be had, the Original of which being in their possession
and Ready to be produced when Required and these Defendants
further Answering Say that they never have acted under any
power granted to them by the said Alexander Davidson and
Forrester Rose, But they do admit that their Copartner the
said John Spalding being Obliged to leave this Country for the
Recovery of his health, did in Consequence thereof Request these
Defendants to take upon them the Care and Management of the
said Intestate property which Charge they did Accept of and as
Attorneys to their Copartner the said John Spalding did afterwards
Act in the premisses These Defendants further Answering Say that
the property left with them by their said Copartner belonging
to the said Intestates Estate Consisted of Bonds of the East India
Company and of the Rajah of Tanjore as aforesaid Amounting in
all to the Sum of Pagodas Eighty Two Thousand Nine Hundred
and fifty Seven, Thirty four fanams and Sixty Cash the particulars
of which more fully and at large Appears by the Exhibit Marked
E Wherewith Annexed for the Inspection of this Honble Court and which
these Defendants pray may be taken as part of this their Answer
the Original of which being in their Possession and Ready to be
produced when Required These Defendants further Say that the
Estate of the said Intestate previous to their Accepting the Charge
thereof stood Indebted to the said John Spalding in the Sum of
Pagodas One Hundred and Seventy Eight, Seventy Seven fanams and
Seventy four Cash as Appears by the said Account Current Marked
A which together with the disbursement for Postage and Registering
the Rajah of Tanjore Bonds Amounts to the Sum of Pagodas Two
Hundred and Forty two, fifteen fanams and Sixty One Cash and
forms the first Entry on the Dr. Side of the Account Current
Marked B then Commencing under the firm of Balfour Spalding
and Holt and these Defendants further Answering say that they

did on or about the Eleventh day of June by the Ships of last Season Receive from the said Duncan Davidson Administrator to the said Duncan Andrew Caine a Letter of Attorney bearing date the Sixteenth day of January in the present year Nominating and Appointing therein these Defendants and their Copartner the said John Spalding Their true and Lawful Attornies And these Defendants further Answering do admit that they have acted under such Nomination and Appointment and that they now continue to do so Subject to the directions of the said Duncan Davidson To whom they Conceive themselves only Amenable and whose Instructions they are as his agents bound implicitly to Obey These Defendants further Answering say that the Account Currents Marked A B C hereunto annexed exhibit a Statement of all and every of their transactions and dealings with the said Intestate Estate The Credit Side thereof, Shewing the different periods when the Company's Bonds were Realized and at what rate The Debtor Side the payments and disbursements that were made and on what Account and that the said Balance of Pagodas Five Thousand Nine Hundred and Nineteen, Twenty four fanams and Twenty five Cash is all and every part of the Realized property now in their Possession belonging to the said Intestate And these Defendants further Answering do Admit that the said Complainant has by means of his said Acting Attorney demanded payment of the said Sum of Pagodas Eight Thousand and Twenty Seven, Twenty five fanams and Sixty four Cash as Charged in his said Bill of Complaint and the Account Current thereunto annexed, The Legality of which demand they do not, nor ever have by any means pretended to dispute, But these Defendants say that it is out of their Power to discharge the Demand not being possessed of Sufficient Realized effects for that purpose and these Defendants Solemnly deny that they have paid any Debt or Debts whatsoever Since the period of Application by the said Complainants acting Attorney as Charged against them in his said Bill of Complaint. But these Defendants do admit that the said Duncan Davidson the Administrator of the said Intestate having drawn upon them for Pagodas Twelve Thousand that they gave due Honor to the Bills and paid the Amount and which in Order to enable themselves to do they were under the Necessity of discounting the Residue of the Company's Bonds then in their possessions, as more fully and at large Appear by the said Account Current Marked C hereunto annexed Reference being thereunto had and these Defendants cannot by any Means admit that they were guilty of an illegal Act in Answering the Bills of the said Duncan Davidson as they are Charged with in and by the said Complainants Bill of Complaint on the Contrary they will ever Maintain that by Acting Consistently with their duty and the Charge they had taken upon them, that they could not do otherwise and the more especially in the present Case the peculiar Circumstances of which rendered it Absolutely necessary for them to Answer the Bills because had they Refused or Neglected to do so the said Duncan Davidson would have been disappointed in his intentions which were to liquidate in England part of the Debts due by the Estate and Moreover the property of the said Intestate would have Suffered and Sustained

a very Considerable injury by Allowing the said Bills to be Returned protested the said Duncan Davidson having Covenanted for their Regular Payment under a Severe and heavy penalty, and in Order more effectually to Secure Payment of the same he did also procure their Copartner the said John Spalding to endorse the said Bills by which means they became Literally under Acceptance in England The firm of the House being Answerable for their Regular Negotiation, and these Defendants Say as they are advised that it would have been highly improper in them and Conduct which they could not have justified, to have Allowed the Simple Application of a Simple Contract Creditor, whose Claim was not Recognized by any Judicial process to have interfered to the prejudice of the said Intestates Estate as Certainly would have been the case had they Refused to honor the said Bills and thereupon these Defendants maintain that that part of the said Complainants Bill of Complaint praying that these Defendants may be Decreed to pay the Amount of the Debt out of their own pocket is highly irregular and the position itself too fertile and Stagatory to make it Necessary for these Defendants to give any further or other Answer thereto These Defendants Say that the only Remaining Specialties now in their possession belonging to the said Intestates Estate are the two Bonds of the Rajah of Tanjore Amounting to Pagodas Sixty three Thousand One Hundred and Twenty Eight, Thirty two fanams and Thirty One Cash, which these Defendants cannot pretend to Realize into Money at this time as it would be in direct opposition to the Orders which they have Received on that Head from their Constituent

the said Duncan Davidson who as Administrator to the Goods Chattels and Credits of the said Intestate has directed them to Resist every Attempt that is made to Compell them to dispose of the said Rajahs Bonds at this period, And these Defendants Say that the said Duncan Davidson in giving such Orders appears to be Actuated by Motives Consonant with the Strictest Justice and the most Rigid impartiality Arising from the honest wish of discharging with fidelity the duty Reposed in him as administrator and by awaiting until he could Realize the property of the said Intestate to the best advantage enabling himself thereby not only to pay of all the just Debts of the Deceased, but to save to his near Relations a Reversion on which their only hopes of future Maintenance Seems to Rest And these Defendants Say that were they to Realize the said Rajah of Tanjores Bonds at this time it would not only be Attended with difficulty but at such a discount as would probably diminish more than half their Apparant Value a Circumstance which would not only be injurious to the Relations of the said Deceased but to the Creditors in General as there would not there be sufficient Assets to discharge all the debts and in Consequence thereof the Simple Contracts would be excluded and partial payments made in favor of more Special Claims, and therefore the said Complainant cannot either legally demand or equitably expect a Sacrifice to be made to him wherein the Estate would Suffer so much Real injury as it would unavoidably fall by disposing of the said Rajah of Tanjores Bonds at this time only he could he ought not to Require it because as a Simple Contract Creditor he would very sensibly feel the Augmentation of the Assets, these Defendants in Order to evince the

14

intentions of the said Duncan Davidson and to Shew to this Honble Court that there is in Actual treats with the said Complainant for the liquidation of this debt Have hereunto annexed Copies of Two Letters to which they humbly pray as Reference may be had and taken as part of this their Answer the Originals of which being in their possession and Ready to be produced when Required, and these Defendants say that it evidently appears in and by the said Letters that the said Duncan Davidson has no intention whatever of procrastinating the payment of the Complainants demand on the Contrary that it is his Anxious wish and desire to Settle the same as Speedily as possible having principally for that purpose taken Such Steps to Secure the payment of the aforesaid Bills for the said Duncan Davidson in One of his said Letters thus expresses himself "my great Object in Securing this Remittance to Europe is to enable me to discharge there the Debts due to Dr Buchanan and Mr Brodie" And these Defendants Say that from the Tenor of the said Letters there is a great probability that the Debt may be Settled in England and thereupon they Maintain that the said Complainants Acting Attorney ought not to have Commenced this Action untill he was fully Apprised that Such was, or was not the Case for the present Litigation can only be Attended with a Mutual loss without the prospect of Either deriving any Advantage or Benefit therefrom — And these Defendants deny all and all Manner of unlawful Combinations and Confederacy wherewith they are Charged without that that there is any other Matter, Cause or Thing in the Complainants said Bill of Complaint Contained Material or effectual in the Law for these Defendants to make Answer unto, and not hereby well and Sufficiently Answered Avoided Traversed or Denied, Is true to the Knowledge and belief of these Defendants —

All which Matters and things these Defendants are Ready and willing to verify Maintain and prove as this Honble Court Shall direct and humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully Sustained —

Jos. St. George

Sworn this 13th January 1790 —

Before me

Wm Corbett

Mayor

P. Chalmer

Soly for Defendant

Wm Balfour

Oliver Pott

A

Dr The Estate of Duncan Andrew Baine ... Account Current with Messrs Balfour and Spalding — Cr

1787 Dec.r	31st	To Cash paid for Postages		24		1783 April 30th	By Balance carried down to the Debit of the Estate with Balfour Spalding and Colt		242	15	61
1788 Jan.y	19	To Ditto paid Mr Montgomery Campbell for Regis-									
		tering 2 Tanjore Rajahs Bonds No.s 7 & 8	63	6	37						
April	30th	To Balance of our Account due by the Estate to Messrs Spalding up to 1st March 1788	178	27	24						
		Star Pagodas	242	15	61			Star Pagodas	242	15	61

Fort Saint George
30th April 1788
(signed) Balfour & Spalding
attorney for Plaintiffs
J Chalmer
Atty for Defendt

B

Dr The Estate of D.A. Baine in Account Current with Messrs Balfour Spalding & Colt — Cr

May	1st	To Balance brought down from the Credit of the Estate with Balfour & Spalding	242	15	61	1789 Feby	18th	By Amount of 6 Bengal Bonds Sold this day Nos 716, 717, 718 & 719, for the Sum of 6 Rs 1535 or Star Pagodas 1250 each for ..... Ps 5000			
Augt	26	To Cash paid Mr Baker Atty at Law for three Bills	56	5				Add.l Int.t on Ditto from 1st Jan.y 1789 to this day is 2 years 1 m.o 18 days at 8 p.C p Annum ..... 852. 8.			
Octr	29th	To Ditto paid Mr Cockburne being in full for Costs of Suit between the Estate & Major Johnson	35					5852. 8.			
Novr	7th	To Ditto paid Do.r for Costs of Suit between the Estate & Dr Watson	34	15				Discount @ 15 p.C 757. 34. 64		5094	15 16
1789 Janry	31st	To Ditto paid Mr Innes being the Value of 100 P.gs P.r Annl due by the Estate to the Revd Mr Stuart	87	25		March	16th	By Cash Recd for 2 years Int.t on 11 Companys Bonds Nos 720, 721, 724, 726, 730, 790, 771, 772, Amounting to 6 Rs 9299. 2. 3. & Rs 1098. 5. 10			
Febry	18	To Amt due by the Estate of Major Johnson which was paid to Mr Cockburne as follows—						393 Pfs		2190	32 48
		In Cash ..... 32 50. 5. 48.									
		In Bengal Bonds estimated at par Int.t to this day 3257. 26. 2.	650	31	50						
		No Or Discount of 15 p.C was made on part of the Debt Viz.t Ps 3793 due Major Johnson in Consequence of Paying the Cash in lieu of the Bonds which he agreed to receive at par.—									
		also Amt due to Doct.r Watson to be paid in Camp.y Pags ..... 602. 29. 32.									
		Deduct @ 15 p.C Discount ..... 90. 15. 16.									
		512. 14. 16.									
		Add.l Int.t from 1st Jan.y to 17 Instt @ 8 p.C ..... 5. 12. 52.	517	26	68						
March	7th	To Cash paid Mr Ino Balfour being the proportion of a Present to the Community who inquired into the Rajahs Debts	198	37	50			Carried Over Star Pags		7285	11 64

A

Dr The Estate of Duncan Andrew Baine ... Account Current with Messrs Balfour and Spalding — Cr

1787 Dec.r	31st	To Cash paid for Postages		"	24	"		
1788 Jan.y 19		To Ditto paid Mr Montgomery Campbell for Regis.g						
		" Issuing 2 Tanjore Rajahs Bonds No.s 788		63	6	37		
April	30th	To Balance of Acct due by the Estate to Messrs Spalding up to 1st March 1788		178	27	24		
			Star Pagodas	242	15	61		
1788 April	30th	By Balance carried down to the Debit of the Estate with Balfour Spalding and Colt					242	15 61
			Star Pagodas	242	15	61		

E.E.

Fort Saint George

30th April 1788

(signed) Balfour & Spalding

Attorney for Plaintiff

G Chalmer Atty for Defendt

B

Dr The Estate of D.A. Baine in Account Current with Messrs Balfour Spalding & Colt — Cr

May	1st	To Balance brought down from the Credit of the Estate with Balfour & Spalding		242	15	61		
Augt	26	To Cash paid Mr Baker Atty at Law for three Bills		56	5	"		
Octr	29	To Ditto paid Mr Cockburne being an Award for Costs of Suit between the Estate & Major Johnson		35	"	"		
Novr	7th	To Ditto paid Do for Costs of Suit between the Estate & Dr Watson		34	45	"		
1789 Janry	31st	To Ditto paid Mr Innes being the Value of 100 P.gs W.o P. Amt due by the Estate to the Revd Mr Stuart		87	25	"		
Febry	18	To Amt due by the Estate of Major Johnson which was paid to Mr Cockburne as follows—						
		In Cash		3250	5	48		
		In Bengal Bonds estimated at par Int.t to this day		3257	26	2		
				6507	31	50		
		N.B In Discount of 15 ℔ Cent was made on part of the Debt (Viz.t P.gs 3793) due Major Johnston in consequence of Engaging the Cash in lieu of the Bonds which he agreed to receive at par.—						
		Also Amt due to Doctr Watson to be paid in Cash & Bonds		602	29	32		
		Deduct 15 ℔ Cent Discount		90	15	16		
				512	14	16		
		N.B Int.t from 1st Jany to 17th Currt (a) 8 ℔ Ct		5	12	52		
				517	26	68		
March	7th	To Cash paid Mr Innes Balfour being the proportion of a Present to the Committee who inquired into the Rajahs Debts		198	37	50		
							5094	15 16
March	16th	By Cash Recd for 2 years Int.t on 11 Companys Bonds Nos 720. 721. 724. 726. 730. 790. 771. 772. Amounting to L.s P.gs 9299. 2. 3. & R.s 1098. 5. 10						
		393 ℔ Cts					2190	32 48

Carried Over Star Pagodas

1789				
March	4th	Brought Over Star Pagodas	7080	18 69
	13	To Cash pd Acct fees on a Government Bill on Vizagapatam for Sa Rs 21,327 13 3 or Star Pags 5687 13 3 @ 1/4 pct		
		To Commission which Our Correspondts at Calcutta debit Our Acct with on the Sales of Bonds &c from 5th ult last to this day is Rs 7564 32 4 @ 1/2 pct is Pags 75 27 16		
		To Our Commn on the Amt Received on this Acct is Rs 7564 32 4 @ 1/2 pct is	75 27 16	
			151 12 32	
		Star Pagodas	7832 31 21	
May	1st	To Balance Carried down	267 41 17	
June	22d	To Commission which Our Correspondts to the Northward debit Our Acct with on the Receipt of a Madras Govt Bill for Pags 5687 13 13 @ 1/4 pct	56 36 58	
July	29th	To Cash pd R. Cameron for the Principal & Int of Mr Baines Note of Hand to R. Cameron Dated 20th Sept 1780 is Rs 400		
		Int on Ditto to this day is Rs 9 10 @ 12 pct pr Annum	425 8 32	
			825 8 32	
		Deduct Discount @ 14 pct	115 22 13	
Septr	12	To Our Acceptce of Two Setts of Bills drawn by Duncan Andrew Davidson Administrator to the Estate & Effects of D.t Baine for	12,000	709 28 19
Octr	29th	To Commn which Our Correspondents at Calcutta Debit Our Acct with on the Receipts of Money in Bengal from 1st May last to this day is Star Pags 13595 24 27 @ 1 pct is Pagodas	135 40 11	
		To Our Commn on the Amt Received on this Acct from 1 May last to this day is Star Pags 19282 37 30 @ 1 pct is	192 34 65	
			328 32 76	
		To Balance in favor of the Estate this day	5919 24 25	
		Star Pagodas	19282 37 30	

1789				
March	4th	Brought Over Star Pags	7285 11 64	
	30	By Cash Rect for 2 years Int on 3 Compys Bonds 90 714 715 & 910 Amo.g to C Rs 1186 3 9 or A Rs 1098 5 10 @ 39 pct	279 20 20	
		By Balance Carried down	267 41 17	
		E. E. for Fort St George		
		30th April 1789 (Signed) Balfour Spalding & Holt		
		True Copy J. Chalmer Cattly for Defendt	Star Pagodas	7832 31 21
June	22d	By Amount of a Madras Government Bill on the Chief & Council of Vizagapatam Dated 14th March 1789 for A Rs 21327 13 3 or	5687 13 3	
July	29th	By Amount of Bengal Bond No 8 this day No 720, for C Rs 5333 or Star Pags 1250 " "		
		Int on Do from 1st January last @ 8 pct 57 10 "		
		1307 10 "		
		Deduct Discount @ 14 pct 183 " "	1124 10	
Septr	12th	By Amt of 13 Compys Bonds Sold this day in Consequence of Our Coming under Acceptance for 2 Setts of Bills drawn by Duncan Davidson Esqr on us as Administrator to the Estate and Effects of D.t Baine 721 722 724 725 726 727 730 770 771 772 714 715 & 910 as p the Annexed List Amounting to C Rs 60128 13 7 or Pags 13579 2 29		
		Int from 1st Jan.y last to this day is 254 days @ 8 pct	755 34 31	
			14334 36 60	
		Discount @ 13 pct	1863 22 33	12471 14 27
		Errors Excepted Fort St George 29th Octr 1789 (Signed) Balfour Spalding & Holt True Copy J. Chalmer Cattly for Defendts	Star Pagodas	19282 37 30

C

D

A List of Papers Deposited in the Hands of Messrs. Balfour Spalding and Bell Then belonging to the Estate of Duncan Andrew Baine

Spec								
716	One Bond of Fort William dated 1st Jany 1786 & pay'le to Messrs. Fergusson and Fairlie on Acct of Balfour & Spalding			5535	.. ..	1250	..	..
717	One Bond	Ditto	Ditto dated 1st Nov. 1786		5535	.. ..	1250	.. ..
718	One Bond	Ditto	Ditto	Ditto	5535	.. ..	1250	.. ..
719	One Bond	Ditto	Ditto	Ditto	5535	.. ..	1250	.. ..
720	One Bond	Ditto	Ditto	Ditto	5535	.. ..	1250	.. ..
721	One Bond	Ditto	Ditto	Ditto	5535	.. ..	1250	.. ..
722	One Bond	Ditto	Ditto	Ditto	5535	.. ..	1250	.. ..
724	One Bond	Ditto	Ditto 22d Oct. 1786		5535	.. ..	1250	.. ..
725	One Bond	Ditto	Ditto	Ditto	5535	.. ..	1250	.. ..
726	One Bond	Ditto	Ditto	Ditto	5535	.. ..	1250	.. ..
727	One Bond	Ditto	Ditto	Ditto	5535	.. ..	1250	.. ..
730	One Bond	Ditto	Ditto	Ditto	4538	11. 3	1025	.. ..
770	One Bond	Ditto	Ditto for the Estate of A Baine dated 14th Nov. 1786		4981	8. ..	1125	.. ..
771	One Bond	Ditto	Ditto	Ditto	4981	8. ..	1125	.. ..
772	One Bond	Ditto	Ditto	Ditto	4981	8. ..	1125	.. ..
715	One Bond	Ditto	Ditto dated 1st Nov. 1786		5535	.. ..	1250	.. ..
714	One Bond	Ditto	Ditto	Ditto	1556	10. 4	351	19. 5½
910	One Bond	Ditto	Ditto	Ditto	344	.. ..	77	24. 5½
				C.Rs	87803	13. 7.	19829	2. 2½
	One Sanjore Rajahs Bond certified by Mr. A. Mc Campbell dated 15th January 1788				55703	.. 46.		
	& One Sanjore Rajahs Bond certified by Ditto dated Ditto				7125	31. 65.		
							63128	89. 81.
				Pagodas			82957	34. 60.

Errors Excepted

Port St. George

29th October 1789 — (Signed) Balfour Spalding & Bell

True Copy

E

London 20th January 1789. —

Copy

Original of the Sullivans

Capt. Sweney

Gentlemen

Since the Arrival of your Mr. Spalding in this place I have frequently had the pleasure of seeing him, and at his desire I now transmit to you a power of Attorney from me as Administrator to the Estate and Effects of the late Duncan Andrew Baine of Madras deceased, the particulars of whose affairs have been left in your hands by Mr. Spalding with his Observations thereon, he has delivered me his Account Current with the Estate made up to the 31st May 1787 Shewing a Balance in its favor of Star Pagodas 178. 27. 24 together with a Note of the East India Company's Bonds then in his possession Amounting to C.Rs 87803. 13. 7. C.Rs 81299. 13. 9. which at 460 Rs. p C is equal to Star Pagodas 19829. 11. .. and of the Rajah of Sanjore's Bonds likewise one his possession Amounting with Int. to the 13th July 1787 to the Sum of Star Pagodas 63128. 32. 81. There with a Note of Hand of Ensign George Salmons for Star Pagodas 100 with some Books Pictures, a Watch and Seals left with Mr. Spalding by Mr. Rose, I constitute I believe the whole of Mr. Baines Effects Messrs. Balfour Spalding and Bell, and which are now recommended to your Charge. Mr. Spalding left with you a list of the Debts due by the late Mr. Baine then unpaid to which I beg leave to refer you and by which I beg leave to observe all the Bond Debts are paid except those to Dr. Buchanan and myself I am now on treaty with that Gentleman for the liquidation of his Bond Sum on which I hope I shall succeed and of which I shall in due time give you Notice Same likewise on Treaty with Mr. Brodie for the same purpose, and I have just

just Opened a Negotiation with Mr. Hippesley the Agent of Mr.
H. Taylor for the Adjustment of his demand against Mr. Baines Estate
therefore in Order to enable me in part to effect those happy purposes
I have at Mr. Spalding's Recommendation drawn upon you two Setts
of Bills in his favor the 14th. Instant One Sett of five Bills for
Star Pagodas 5000 and the other Sett of five Bills for Star Pags. 5000
Agreeably to the Terms expressed in the said Bills payable in Specie
at 90 Days after sight, in Return for which you are to receive from
the Payee or Holder of the said Bills, five Setts of Bills on the
House of Messrs. Charles Hennies & Co. of this place to the Amount of
£ 5100 Stg. being at the Exchange of 2/6 p. Star Pagodas Agreably
to the Conditions of the Bills drawn by me upon you, upon this
Subject I shall write you more fully to accompany the Bills and to
which I beg leave to refer you, in the Mean time Mr. Spalding has
promised me to Communicate this Circumstance to you, and to secure
your paying due Honor to the Bills upon the Account for which
they were drawn as you had so large an Amount of Effects in your
hands for your Reimbursement for whatever may be deficient of Cash
in your Possession on my Account, as Administrator to the Estate
of Mr. Baine you are at Liberty to discount to that Extent of the
East India Co.s Bonds which Mr. Spalding leads me to expect will be
very Moderate by the time this Reaches you, should it prove otherwise
from any extraordinary Press from the Circumstance being adopted
by others here who are in the same Situation with myself desirous
of Availing themselves of the present favorable Mode of Obtaining
Remittance to this Country, I trust you will give me some
Indulgence, by holding the Bonds untell the ensuing Subsidies

if you can in the Mean time conveniently Spare the Advance of the
Money which although I am Sensible I have no Right to ask of you,
indeed my only plea and Object are to do all the Service I can for a
large and deserving Family of Females who have Nothing to look to
but the Reversion that may come to them from this Estate whatever
it may be and in this benevolent and good Work I am sure you will
Cooperate with me and give me every Aid in your Power by Converting
the Property in your hands to the best Account while under your Direction
and in the Mode of Remitting it to me, as the Discount of the Tanjore
Bonds Must of Course be large I cannot think of parting with any
of them at present I will therefore Attend to Receiving the Interest
and Instalments paid on them untill the whole shall be Completed,
or that a more favorable period shall occur for Converting them into
Cash or European Remittances, you will be particularly Attentive to
Attend to have the Bills drawn upon Messrs. Charles Hennies and
Company of this place to be in exact Conformity to the Bond I have
signed of which I transmit you a Copy herewith and to the Conditions
expressed in the Bills I have drawn upon you and which Bills you
will of Course Remit me by the earliest Conveyance, to the Number of
four Setts, so that the Needful may be done here in Regard to them
you will observe by the Copy of the Bond what a severe and prompt
Penalty I shall incur, if the most punctual Honor is not paid to my
Bills, but of that I cannot have the least Doubt from the Nature
of the Circumstances and from Mr. Spaldings Assurances, who in Confir-
=mation thereof has been so obliging to endorse the Bills at this com
Instance yet I am so anxious on this Head, that in Case of any

Demurr

Demurr or Accident whatever, I do hereby Authorize and empower you to Realize yourselves by drawing upon me for any Deficiency that can possibly Arise at the Current Exchange of the Coast upon the most favorable terms you can obtain payable at 12 months after Sight or Authorize you to Assume such Part of this intended Remittance for your own behalf and Respon Subject to the same Conditions in every Respect which I have Covenanted to fulfill, for such Deficiency as may Arise in my Account with you; Observing that the further Expence there will be about 3/4 p Cent from which I must be indemnified, however as these precautions are Merely proposed by me in Case of dire Necessity, and which I trust cannot occur, from the Property you hold, and the Confidence which I trust you have in me I will not urge further upon them but Rest in the Assurance that the Transaction will have your hearty Approbation and the whole terminate Agreeably to our Expectations there and in the faith thereof I shall Accordingly Act in my Negociations with Dr. Buchanan Mr. Brodie and Mr. Hopesley in behalf of Mr. Taylor, according to the Progress I make therein so must my further Operations with you be Conducted, and upon which Subject I Request to be favored with your earliest and Regular advices that in whatever you do I may be enabled to Act in Conformity thereto, that we may perfectly understand each other and Commit no prejudice to the Estate under Our Care you will inform me if you have any Chance of Recovering Payment of Ensigne Lys Salmons Note of hand.—

Mr. Spalding would inform you that the Bond Debt to Lieut Parr was paid, it is my intention, and wish to liquidate

liquidate, and pray him the Bond Debt to Dr. Buchanan but if unfortunately that cannot be Accomplished on Moderate Terms, he may perhaps be induced to have Recourse to you, in that event I give no Alternation but complying with the Demand and getting his Attorney to Accept of Company's Bonds to the Amount which Considering all the Circumstances they ought chearfully to do, and if Referred to you, I trust you will be able to Accomplish the Matter Accordingly In Regard to the Simple Contract Creditors I hope you will be able to effect better terms with them, and prevail upon them to Receive their Payments as after the may come into your hands, and that without Interest at any Rate I wish you to Resist every Attempt to force you to dispose of any of either the Company or Rajahs Bonds at a Discount to pay them, but let them wait the Regular Course of your being in Cash for them As many of these Debts as you can Remit to me for Settlement in this Country, I wish you to effect as I doubt not but I can do it upon better Terms than you can at Madras for Instance Mr. Brodie has already offered to take his Money at 8/ p Pa with 5 p Cent Interest being the legal Interest of this Country, I even hope to be able to Settle with Dr. Buchanan upon these Terms if not better I shall be more Regid with Mr. Hopesley if I can liquidate Mr. Taylors Account with him this I consider as the most difficult Matter to Arrange in all Mr. Baines affairs and it must have your and my Attentions Accordingly for your Information and Government herein I now transmit you the Copy of a Memo delivered to me by Mr. Rose, with an Addition thereto made

up

ups, by me from an Account Current Rendered in by Mr. Taylor himself and in his own hand Writing, so that when the various deductions are made from this Gentlemans Account with Mr. Baine I flatter myself there will Remain but very little due to him. The most important Demand is that of Capt.n Johnson in the Adjustment of which I am Confident he will be very Moderate, out of Regard to the Memory of his deceased Friend, and the Numerous poor and distressing Relations he has left behind him. The monies entirely unprovided for. —

I have only further to Recommend to you to make me as Remit from time to time such Remittances as you may have in your Power on Account of the Estate, in all which I shall hold you harmless and I do hereby guarantee the same to you Accordingly. —

I Request to have the pleasure of hearing from you from time to time, & Remain with the greatest Esteem and Respect —

Gentlem.n

your faithf.l & Obed.t humble Serv.t

(signed) Duncan Davidson

True Copy

J. Chalmer

atty for Defend.t

F

Original via France.

Copy of the Sullivan Capt Penney

London 29th Jan.y 1789. —

Messrs Balfour Spalding & Coll

Gentlem.n

Referring to my letters to you by the Ships of this Season from this place which carry off full powers and Instructions to you in Regard to the affairs of the late Duncan Andrew Baine of Madras Deceased which have hitherto been conducted by you Mr. Spalding the present Serves only to inform you that by this Conveyance and advice I have drawn two Setts of Bills upon you in this form dated the 15th Instant 1 Sett of five Thousand Star Pagodas and the other for Seven Thousand Star Pagodas, Agreeably to the terms expressed in the said Bills payable in Specie at Ninety days after Sight in Return for which you are to Receive from the Payee or Holder of the said Bills, five Setts of Bills on the of Messrs Charles Gennies & Co of this Place to the Amount of £3500 St.g being at the Exchange of 8/6 p Star Pagodas Agreeably to the Condition of the Bills drawn by me upon you, I make no doubt of your paying due honor to these Bills the Amount you will Charge to me as Administrator to the Estate and Effects of the late Duncan Andrew Baine Decd for your Reimbursement I observe you possess the East India Co.s Bonds for Co.s Rs 87,803.13.7 of which so far as you are not in Cash must be discounted to Raise the Sums Necessary you have besides the Bonds of the Rajah of Tanjore for Star Pagodas 63,125.32.3 these Sums I Mean shall Remain in your hands Receiving the Interest and Instalments on them as they may become due & Co.ntinue the whole shall be Compleated or that a more favorable period shall occur, for converting them into Cash on

European

European Remittances you will of Course take care to have the Bills to be drawn on Messrs. Charles Dennis & Co. conformable to the Conditions expressed in those I have drawn upon you, and which Bills you will of Course Remit me by the earliest Conveyance to the Number of the Sets so that the Indifferent may be done Away with Regard to them; The penalty of non performance by either Party is Secured by Bond at the Rate of twenty five P Cent P An. I have no doubt of your paying due Honor to my Bills your Partner my Friend Mr. Spalding having testified his approbation by endorsing them; yet in case of any demurr or Accident I do hereby Authorize you to Reimburse yourselves by drawing upon me for any deficiency that can possibly arise or by transferring and passing to that Amount the Bills upon Messrs. Charles Dennis & Co. in lieu of those which I have drawn upon you and that so far the Transaction may Stock & may not be made Subject to the Penalty of my Bond in any degree Whatever I however can have no doubt of your honoring my Bills upon the Account in which they are drawn and that the whole transaction shall come in Regular Course should you ever make some small advance until Reimbursed from the large Effects in your hands of this my friend Mr. Spalding gives me Strongest Assurances and there Still Rests, Indeed he proposed to me to draw upon for a larger Sum, but that I declined until I had your decided permission and to what extent; which you will please take into Consideration in your Reply here to my great object in Securing this Remittance to Europe is to enable me to discharge those Debts to Duncan Buchanan and Mr. Brodie which in Consequence thereof I hope to be able to effect upon Moderate and

And Advantageous terms for Mr. Baines Estate I have only further at present to Assure you that I am with the greatest Esteem and Respect &c. Dr. Davidson Administrator to the Estate and Effects of the late Duncan Andrew Baine of Madras deceased the Commr. and Brokerage paid by me here on this Transaction is 3 P Cent Mr. Spalding leads me to hope that the discount on the East India Company Bond in your possession will be very Moderate by the time this reaches you Messrs. Dennis and Co. have Assured me that this Letter shall accompany the first sett of the Bills that shall be sent to Madras from France. —

True Copy

G. Palmer
Attny for Defendt

Filed the 14th May 1790

The Replication of Alexander Brodie by his Acting Attorney John Sullock Complt. to the Joint and Several Answer of William Balfour and Alexr. Bell two of the Defendants to the above Bill of Complaint. —

This Repliant by his said Attorney saving and Reserving to himself all and all Manner of benefit and advantage of Exceptions to the manifold Error Uncertainties and Imperfections in the Answer of the said Defendants contained for Replication thereunto or unto so much thereof as this Repliant by his said Attorney is advised to Reply unto saith that he will ever maintain and

prove all the Matters in and by this said Bill of Complaint alledged to be true in such manner and form as the same are therein set forth and that the Answer of the Defendants is evasive and insufficient And this Repliant doth insist that by Law ever since the Defendants are bound to pay unto this Repliant the said Sum of eight Thousand and Twenty Seven Star Pagodas Twenty five fanams and Sixty four Cash as Charged by this Repliant to be due unto him in and by the Account Current Copy whereof is annexed to this Repliants Bill of Complaint together with Interest thereon from the Date of the said Account for this Repliant saith that the said Defendants having undertook the Care and Management of the Estate of the said Duncan Andrew Baine whether at the Request of their said Partner the said John Spalding or otherwise however are bound to administer the Effects of the said Intestate According to Law and in Conformity to the Oath of the Administrators Acting under the Authority of this Honble Court by which they are bound to exhibit a faithful Inventory of all the Estate and Effects within Six Months after the Date of the Administration and a just Account of their Administration within twelve Months from such Date and by which they are also bound to pay the Debts and Legacies as far as the Estate will extend as the Law oblidges And this Repliant saith that by Force and Virtue thereof as well as by the general Law of all Administrations the Estate and Effects which arise within the Jurisdiction of such Administration are subject to the Debts incurred within such Jurisdiction and therefore the said Duncan Davidson whether as Attorney to the said Bernard Bayne as Administrator in England of the Estate and Effects of the said Duncan Andrew Baine or otherwise however had no Right whatever to direct the Proceeds of the Estate of the said Duncan Andrew Baine from the Purposes to which such Proceeds were in the first Instance subject Namely the Discharge of the Legal demands thereon arising within the Jurisdiction of this Honble Court nor can it avail as this Repliant humbly insists to the Defendants to plead the Instructions of the said Duncan Davidson for their Justification in an Act contrary to Law and to the manifest Injury of this Repliant and the Evidence of their having been bound to the Discharge of the Bills drawn by the said Duncan Davidson in England because their Partner the said John Spalding had endorsed them under Values to aggravate their Misconduct Shall to justify them in the Eyes because the said John Spalding well Knew and so ought the Defendants to have Known that no Connivance whatever can justify to obviate a Misapplication of the Funds of the Estate which is not done away by the Evidence of the Funds in question being intended to liquidate Debts in England as such Debts if any such there be have no Claim whatever to Satisfaction from the Proceeds of the Estate within the Jurisdiction of this Honble Court till all Debts which had arisen within the said Jurisdiction had first been discharged even tho such Debts in England might have been in themselves of a preferable Degree to those within their Jurisdiction And therefore the Defendants are as this Repliant humbly insists personally liable to pay from their own Pockets the Claims of this Repliant against the Estate of the said Duncan Andrew Baine they having admitted the Receipt of Assets Sufficient for that Purpose and not Applied to the Payment of any Demand arising within this

prove all the Matters in and by this said Bill of Complaint alledged to be true in such Manner and Form as the same are therein set forth and that the Answer of the Defendants is evasive and insufficient And this Repliant doth insist that by them soon Shewing the Defendants were bound to pay unto this Repliant the said Sum of Eight Thousand and Twenty Seven Star Pagodas Twenty five Fanams and Sixty four Cash as Charged by this Repliant to be due unto him in and by the Account Current Copy whereof is annexed to this Repliants Bill of Complaint together with Interest thereon from the Date of the said Account for this Repliant saith that the said Defendants having undertook the Care and Management of the Estate of the said Duncan Andrew Baine whether at the Request of their said Partner the said John Spalding or otherwise however are bound to Administer the Effects of the said Intestate According to Law and in Conformity to the Oath of the Administration Acting under the Authority of this Honble Court by which they are bound to exhibit a faithful Inventory of all the Estate and Effects within Six Months after the Date of the Administration and a just Account of their Administration within twelve Months from such Date and by which they are also bound to pay the Debts and Legacies as far as the Estate will extend or the Law Oblige And this Repliant saith that by Force and Virtue thereof as well as by the general Law of all Administrations the Estate and Effects which arise within the Jurisdiction of such Administration are subject to the Debts incurred within such Jurisdiction and therefore the said Duncan Davidson whether as Attorney to the said Bernard Wayne as Administrator in England of the Estate and Effects of the [illegible]

however had no Right whatever to direct the Course of the Estate of the said Duncan Andrew Baine from the Purpose to which such Funds were in the first Instance subject Namely the Discharge of the Legal demands thereon arising within the Jurisdiction of this Honble Court nor can it avail as this Repliant humbly insists to the Defendants to plead the Instructions of the said Duncan Davidson for their Justification in any Act contrary to Law and to the manifest Injury of this Repliant and the Evidence of their having been bound to the Discharge of the Bills drawn by the said Duncan Davidson in England because these Partners the said John Spalding had indorsed them under Value to aggravate their Misconduct Shame to justify them in the Premises because the said John Spalding well Knew and so ought the Defendants to have Known that no Connivance whatever can justify to Obviate a Misapplication of the Funds of the Estate which is not done away by the Evidence of the Funds in Question being intended to liquidate Debts in England as such Debts if any such there be have no Claim whatever to Satisfaction from the Proceeds of the Estate within the Jurisdiction of this Honble Court till all Debts which had arisen within the said Jurisdiction had first been discharged even tho such Debts in England might have been in themselves of a preferable Degree to those within their Jurisdiction And therefore the Defendants are as this Repliant humbly insists personally liable to pay from their own Pocket the Claims of this Repliant against the Estate of the said Duncan Andrew Baine they having admitted the Receipt of Assets sufficient for that Purpose and not applied to the Payment of any Demand arising within

this Jurisdiction but wantonly Remitted out of the Jurisdiction the Payment of such Bills of Exchange the Acceptance whereof appear by the Defendants own Answer to be some Months after this Repliant by his Attorney had demanded Payment of his Claim this Repliant further saith that it appears by the Defendants Answer that the said Duncan Davidson had Reason to doubt the Acquiescence of the Defendants in his Request by giving to them the Authority to Withdraw for Payment of the Bills so drawn by them which it was incumbent on them to have done rather than Remit from this Jurisdiction any Part of the Estate of the Deceased while any Debts Remained unsatisfied And as to the Pretence of the said Duncan Davidson wanting the Money in Auction to Satisfy the Claim of this Repliant he by his said Attorney saith that had such an Arrangement been set foot with his Approbation he would have given Instructions in Consequence thereof which would of Course have prevented the Necessity of this present Suit —

All which Matters and Things this Repliant Submits to the Consideration of this Honble Court and therefore prays as in and by his Bill of Complaint he hath already prayed. —

Popham
Attys for Repliant

Filed the 29th June 1790

The General Rejoinder of William Balfour and Oliver Colt of Madras Inhabitants Defendants to the Replication of Alexander Dirodie by his Acting Attys John Tullok Complainant —

These Defendants now and at all times hereafter Saving and Reserving unto themselves all and all manner of Benefit and Advantage of Exception to the many Errors uncertainties Imbecilities and Insufficiencies and Imperfections in the Complainants said Replication contained for Rejoinder thereunto Say that they will aver Justify maintain and prove all and Singular the Matters and things contained in these Defendants Answer to be good certain and Sufficient in the Law to be Rejoined unto in such Manner and form as the same are therein and thereby Set forth and Alledged and that the said Replication is very Evasive Erroneous and insufficient for these Defendants to make any further Answer thereunto Except what they have before in their Answer Set forth. —

All which Matters and things these Defendants are Ready and willing to Verify maintain and prove as this Honble Court shall Direct and most humbly Pray as in and by their said Answer they have Already Prayed. —

Chalmer
Atty for Defendant —

present of Great Britain or elsewhere and Oliver Colt late of Fort St. George Merchant and Copartners acting by and under the Authority and Appointment of the said Duncan Davidson Attorney to the said Bernard Bayne they the said Copartners having possessed themselves of the Estate and Effects of the said Duncan Andrew Bayne under the Authority of the said Duncan Davidson your Orator sheweth that the Balance of the said Account Current in your Orators favour to wit the said Sum of One Hundred and Twenty Eight Pagodas Twenty three fanams and fourteen Cash is now due and owing unto your Orator together with Interest from the thirtieth day of October which was in the year of Our Lord One Thousand Seven Hundred and Eighty Eight being the Day that the said Account Current was Closed and your Orator sheweth that Notwithstanding he hath frequently and in a friendly manner demanded Payment as aforesaid from the said Alexander Davidson and Forrester Rose Attornies to the said Duncan Davidson Attorney to the said Bernard Bayne as also from the said William Balfour John Spalding and Oliver Colt they have all Obstinately and wilfully refused to pay your Orators said Claim or to give your Orator any manner of Satisfaction touching the Premises the said Alexander Davidson and Forrester Rose pretending that the said Duncan Davidson and Forrester Rose pretending that the said Duncan Davidson Attorney to the said Bernard Bayne had Revoked the Powers under which they did obtain Letters of Administration from this Honble Court as aforesaid and that they the said Alexander Davidson and Forrester Rose have not any Interest or Concern whatever in the said

of the said William Balfour John Spalding and Oliver Colt and that they are therefore incapable of paying your Orators said Demand or any Part thereof but that your Orator ought to apply to the said William Balfour John Spalding and Oliver Colt which application your Orator sheweth he hath frequently made but your Orator sheweth that the said William Balfour doth pretend that the said William Balfour John Spalding and Oliver Colt are instructed by the said Duncan Davidson Attorney to the said Bernard Bayne not to pay your Orators said Demand and at other times that they the said William Balfour John Spalding and Oliver Colt have not Assets in their Hands belonging to the said Estate sufficient to pay the same and that they have remitted the several Assets that have come to their Hands to the said Duncan Davidson Attorney to the said Bernard Bayne in Great Britain but your Orator charges that the pretences of the said Alexander Davidson Forrester Rose William Balfour John Spalding and Oliver Colt are contrary to Law and grounds and cannot by any means be admitted because they have received considerable Sums of Money belonging to the Estate of the said Duncan Andrew Bayne and have paid and discharged many Debts and remitted considerable Funds to the said Duncan Davidson Attorney to the said Bernard Baine Notwithstanding the repeated Applications made by your Orator and his said Acting Attorney for the Discharge of your Orators said Claim. All which Actings doings and Pretences of the said Duncan Davidson Forrester Rose William Balfour John Spalding and Oliver Colt are contrary to Equity and good Conscience and tend to your Orators manifest wrong and Injury To the End therefore that

John Spalding and Oliver Colt or either of them to their and each other knowledge and belief from the said Alexander Davidson and Forrester Rose or either of them or from any and what other Person or Persons and who by Name and what is became thereof and how and in what manner they have disposed thereof and paid the same away and whether your Orators said Attorney hath or hath not frequently demanded Payment of your Orators said Demand and whether at the time that your Orators said Attorney made such demand there was not sufficient Funds in their or some and which of their hands or Power belonging to the Estate of the said Duncan Andrew Baine to discharge your Orators said Demand and whether they do or do not believe that your Orators demand is just and know and your Orator prays that the said Alexander Davidson and Forrester Rose Attorneys to Duncan Davidson Attorney to Bennard Baine Father of Duncan Andrew Baine and the said William Balfour John Spalding and Oliver Colt may be decreed to Pay unto your Orator the aforesaid Sum of One Thousand Two hundred and Eighty Eight Pagodas Twenty three fanams and fourteen Cash together with all such Interest as now is or shall hereafter become due thereon also all costs of this Suit and your Orator by his said Attorney further prays that if it shall appear as your Orator doth charge the case to be that the said William Balfour John Spalding and Oliver Colt or one of them hath had due notice of the said Claims of your Orator before they or one or more of them parted with the Money belonging to the said Estate of the said Duncan Andrew Baine and that since parted with the same that the

of them as have so parted with the same may be decreed to pay the said Sum of One Thousand two Hundred and Eighty Eight Pagodas twenty three fanams and fourteen Cash out of their own Pocket together with full Interest and Costs of Suit and that your Orator may have such further and other Relief as to this Honble Court shall appear agreeable to Equity and good Conscience. —

May it please this Honble Court to cause the said Alexander Davidson Forrester Rose William Balfour John Spalding and Oliver Colt 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 thereon as to this Honble Court shall seem Meet. —

Lofham
Atty for Compt

Received 24th August 1798 of Capt. Spencer Cockran Two Sealed Bags containing Star Pags. Three Hundred and Eighty Nine Pcots Nave Pags. Four and five hundred and Ninety Nine Chuckrams five fanams deposited by him in the Company's Cash being part of the Estate of Lieut. Maxwell deceased. —

a Chuckram is 11 Tanjore fanams 22 of which make 1 Star Pagoda 692 Star Pags.

D. A. Baine
Payee. —
Attorney

Filed 9th March 1790

The Joint and Several Answer of William Balfour and Oliver Cobb of Madras Inhabitants Defendants to the Bill of Complaint of George Maxwell Administrator of Francis Maxwell deceased by his Attorney Thomas Cockburn also of Fort Saint George Inhabitant Complainants —

These Defendants Now and at all times 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 Complainants said Bill of Complaint for Answer thereunto or unto so much thereof as these Defendants are Advised is Material for them to make Answer unto they Answer and Say they do Admit that Duncan Andrew Baine in the Bill named Died on or about the Thirtieth Day of September which was in the year of Our Lord One Thousand Seven Hundred and Eighty One Depart this life without leaving any last Will or Testament in Writing or any other Disposition of his Estate that hath hitherto to their Knowledge Appeared and these Defendants further answering Say that the said Duncan Andrew Baine having so departed this life Intestate that Letters of Administration of his goods Chattels and Credits were first granted to George Ramsay Esquire Now Sir George Ramsay Baronet of the Kingdom of Great Britain and to Forrester Rose Esquire both at that time of Madras Residents which Letters were afterwards Revoked and others granted

The Estate of Duncan Andrew Baine in Account Current with Francis Maxwell Dr.

1788 Sept. 30th	To Balance	1222. 23/4		1788 Sept. 30th	By Cash	1222. 23/4	
		1222. 23/4				1222. 23/4	

Errors Excepted
Thos. Cockburn
Attorney to George Maxwell
Madras

Madras 30th Sept. 1788

Dr. The Estate of Duncan Andrew Baine in Account Current with Francis Maxwell Cr.

1788 Sept. 30th	To Cash Paid Captain Thomas Bristow Executor to the Will of the deceased for the following sums Viz.t			1788 Sept. 30th	By Balance	1222. 23/4	
	Pagodas 300 " "						
	Star Ps. 50 " "						
	Arcot Rupees 3. 11. 1						
	Madras Rupees 5725 Cash @ 2 Shillings	2. 99. 33. "					
	To Cash Paid Mr. Edward Monckton for his days charge						
	Pagodas 1						
	Star Ps. 1						
	Arcot Rupees 3. 11. 1						
	Madras Rupees 5725 Cash @ 2 Shillings	2. 99. 33. "					
	To Balance	1222. 23/4					
		1222. 23/4				1222. 23/4	

Errors Excepted
Thos. Cockburn
Attorney to George Maxwell
Madras

to Alexander Davidson Esquire and to the said Forrester Rose as Attorneys to Duncan Davidson Attorney to Bernard Baine Father to the said Duncan Andrew Baine and these Defendants further Answering Say as they have understood that the said Forrester Rose being about to depart from this Country did previous thereto in Conjunction with the said Alexander Davidson Esquire the said John Spalding to become their Attorney and to take upon him the Care and Management of the said Intestates Property who did Accordingly as they have understood Accept the Charge and took the Management thereof. But these Defendants say that it was a distinct Matter in which they had no Concern as they never intermeddled in Arranging any part of the Intestates Property / Having no Right so to do / Consequently cannot answer to any Matter Relative thereto, during the time the said John Spalding had the Management of it further than Admitting that an Account was opened in the Books of this House with the Intestate Estate then under the firm of Balfour and Spalding and that no small disbursement was made for Postage and for Registring Two Bonds of the Rajahs of Tanjore as more particularly and at large appears in the Dr. side of the Account Current marked B hereunto annexed for the inspection of this Honble Court and to which these Defendants humbly pray a Reference may be had the Original of which being in their possession and ready to be produced when Required And these Defendants further Answering Say that they never have taken under any power granted to them by the said Alexander Davidson or said John Spalding being obliged to leave this Country for the Recovery of his health, did in Consequence thereof request these Defendants to take upon them the Care and Management of the said Intestates property which to discharge they did Accept of and as Attorneys to their Copartner the said John Spalding did afterwards Act in the premises These Defendants further Answering Say that the Property left with them by their said Copartner belonging to the said Intestates Estate Consisted of Bonds of the East Indian Company and of the Rajahs of Tanjore as aforesaid Amounting in all to the Sum of Pagodas Eighty two Thousand Nine Hundred and fifty Seven, Thirty four fanams and Sixty Cash the particulars of which more fully and at large appears by the Exhibit Marked A hereunto annexed for the inspection of this Honble Court and which these Defendants pray may be taken as part of this their Answer The Original of which being in their possession and Ready to be produced when Required these Defendants further Say that the Estate of the said Intestate previous to their Accepting the Charge thereof stood indebted to the said John Spalding in the Sum of Pagodas One Hundred and Seventy Eight Twenty Seven fanams and Twenty four Cash as appears by the said Account Current marked B which together with the Disbursement for Postage and Registring the Rajahs of Tanjores Bonds Amounts to the Sum of Pagodas Two Hundred and Forty two fifteen fanams and Sixty One Cash and forms the first Entry on the Dr. Side of the Account Current marked C then Commencing under the firm of Balfour Spalding and Bell And these Defendants further Answering Say that they did on or about the Eleventh

Day of June by the Ships of Last Season Viz.t from the said
Duncan Davidson Administrator to the said Duncan Andrew Baine
a Letter of Attorney bearing date the Sixteenth day of January in
the year 1779 Nominating and Appointing Thereby these Defendants
and their Copartner the said John Spalding his true and Lawfull
Attornies And these Defendants do admit that they have Acted Under
such Nomination and Appointment and that they now Continue to
do so Subject to the directions of the said Duncan Davidson to
whom they Conceive themselves only Amenable and whose Instruction
they are as his Agents bound implicitly to obey These Defendants
further Answering Say that the Account Currents Marked BC&D
hereunto Annexed exhibits a Statement of all and every of their
transactions and dealings with the said Intestates Estate the Credit
Side thereof Shewing the different periods when the Company's
Bonds were Realized and at what Rate the Debtor Side the payments
and Disbursements that were made and on what Account and that the
said Balance of Pagodas Five Thousand Nine Hundred and Nineteen
Twenty four fanams and Twenty five Cash is all and every part of
the Realized property now in their possession belonging to the said
Intestate And these Defendants further Answering Say that amongst
the Papers of the Intestate left with them by their Copartner the
said John Spalding upon his departure for England as aforesaid they
found a list or Schedule of the debts said to be due by the Estate &c
which list under date the Seventh day of August in the year of Our
Lord One Thousand Seven Hundred and Seventy Nine Amounts to the
Sum of Pagodas Twenty Seven Thousand Six Hundred and Forty Seven
Star Pagodas and Thirty Six fanams as
admitted to be due to the Estate of the said Lieutenant Maxwell Deceased
Consequently these Defendants cannot pretend to say that the demand of
the said Complainant is unjustly founded and these Defendants do
further Admit that the Complainant may have by means of his Attorney
the said Thomas Cockburn demanded payment of the Sum of One Thousand
Two Hundred and Eighty Eight Star Pagodas Twenty three fanams and
fourteen Cash as Charged in the Bill and the Account hereunto
Annexed But these Defendants Conceive they would have Acted Contrary
to Law in discharging the said demand while other Creditors remained
unpaid who had more Special Claims for these Defendants are Advised that
it is the duty of an Administrator in the payment of Debts due by an
Intestate Strictly to observe the Rule of priority whereunto an Administra=
trix of Assets If she pays those of Lower degree first she must answer
those of a higher Degree out of his own Estate And thereupon these
Defendants Maintain that as they have not sufficient Assets in
their Hands to discharge a Bond Debt upon which an Action is
now pending in this Honble Court that the Complainant has no
Right to Call upon them for Payment of his demand And these
Defendants further Answering do Admit that their Constituent the
said Duncan Davidson Administrator of the said Intestate having
drawn upon them two Setts of Bills of Exchange Amounting in
all to Pagodas Twelve Thousand that they gave due honor to them
and paid the Amount and which in Order to enable themselves to do
they were under the Necessity of discounting the Perfidie of the Company's

Bonds known in their profession as by the said Account Current marked D. Reference being thereunto had may more fully and at large appear But these Defendants cannot by any means admit that they were guilty of an illegal Act in Answering the Bills of the said Duncan Davidson as they are charged with in and by the Complainants said Bill of Complaint on the Contrary they conceive that by acting Consistently with their duty and the Charge they had taken upon them that they could not nor ought not to have done otherwise and the more especially in the present case the peculiar Circumstances of which rendered it Absolutely Necessary for them to answer the Bills because had they Refused or Neglected to do so the said Duncan Davidson would have been disappointed in his intentions which were to liquidate in England part of the debts due by the Estate and moreover the property of the said Intestate would have suffered and sustained a very Considerable injury by allowing the said Bills to be returned protested the said Duncan Davidson having Covenanted under a prompt and heavy penalty for their Regular payment with the House of Messrs. Charles Hennis and Co. to whose Order the Bills were made payable and for the Inspection of this Honble Court these Defendants have herewith annexed the Copy of the Agreement with the said House of Messrs. Charles Hennis and Co. as transmitted to them by their Constituent the said Duncan Davidson as also a Letter containing his Instructions marked E & F To which they Humbly pray a Reference may be had, and that they may be taken as part of this their Answer

secure payment of the said Bills He the said Duncan Davidson did also procure their Copartner the said John Spalding to Endorse the said Bills By which means they became literally under Acceptance in England the firm of the House being Answerable for their Regular Negotiation, And these Defendants are advised that It would have been highly improper in them and Conduct which they could not have Justified to have Allowed the Simple Application of a Simple Contract Creditor whose Claim was not Recognized by any Judicial process to have interfered to the prejudice of the said Estate because the Rule of Law is that without a Suit is Commenced an Executor or Administrator has no legal Notice of the Debt And thereupon these Defendants maintain that, That part of the Complainants Bill of Complaint charging these Defendants to be Answerable for the Debt out of their own pocket is highly irregular and the position itself an illegal, forbid and Nugatory Argument, and these Defendants further Answering Say the only Remaining Specialties now in their possession belonging to the said Intestate are the Two Bonds of the Rajah of Tanjore Amounting to Pagodas Sixty three Thousand One Hundred and Twenty Eight Thirty two fanams and Thirty One Cash which these Defendants cannot pretend to Realize into Money at this time as it would be in direct Opposition to the Orders which they have Received on that head from their Constituent the said Duncan Davidson who as Administrator to the goods Chattels and Credits of the said Intestate has directed them to Resist every Attempt that is made to Compell them to dispose of the said Rajahs Bonds at this Period

as it would be Affected with such a loss it would probably diminish half their Apparent Value from which Circumstance these Defendants Conceive that the said Duncan Davidson in giving such Order Appears to be Actuated by Motives Consonant with the Strictest Justice and the Most Rigid impartiality Arising from the honest wish of discharging with fidelity the duty Imposed on him as Administrator and by wishing until he could Realize the property of the said Intestate to the best Advantage enabling himself thereby not only to pay off all the just Debts of the Deceased but to save to his near Relations a Succession on which their only hope of future Maintenance seems to rest And these Defendants say that the said Complainant Cannot be ignorant of the Small portion of Realized Assets now in their possession which as a Simple Contract Creditor he has no Claim to while Special Securities remain unsatisfied Consequently the present Action is illegally brought and as such is not intitled to Relief because it is the duty of these Defendants as the Attorneys of the Administrator and the law Strictly Requires them to prevent Judgment passing to the prejudice of Creditors of a higher degree These Defendants Say that the Complainant ought either to have Referred his Claim to the Administrator in England who is in possession of some Assets or if he had determined to receive payment of his demand in this Country he ought patiently to have waited until such time as the Interest and Instalments which might hereafter be Received on the Cargoe of Sanjore Bond had enabled them to Discharge the Debt And these Defendants Humbly

has been no intention on their part either to procrastinate evade or put off the payment of the Complainants demand and that they will be further pleased to consider this Suit as a Litigious and wanton piece of Coercion, Tending to plunge the Estate of the said Duncan Andrew Baine Deceased into unnecessary expence without the prospect of him the Defendant deriving any advantage or Benefit therefrom - And lastly these Defendants deny all and all Manner of unlawful Combination and Confederacy wherewith they are Charged without that, that there is any other Matter Cause or Thing in the Complainants said Bill of Complaint Contained Material or effectual in the Law for them these Defendants to make Answer, and not hereby well and Sufficiently Answered Avoided Traversed or denied, is true to the Knowledge and Belief of these Defendants.

All which Matters and things these Defendants are Ready and willing to verify Maintain and prove as this Honble Court shall direct and humbly pray to be hence Dismissed with their Reasonable Costs and Charges in this behalf most wrongfully Sustained.

Port St. George
Sworn to before me
this 5th day of March 1790
Vin. Corbett
Mayor

G. Chalmer
Atty for Defendt

Wm Balfour
Oliver Lott

A

[illegible] of the Estate of Duncan Andrew Baine in Account Current with Messrs Balfour & Spading and Thomas Adamson to the Date of Dissolution of Partnership

C

Dr. The Estate of Duncan Andrew Baine in Account Curt. with Messrs. Balfour & Spalding and Colt. Cr.

1788					1789			
May	1st	To Balance brought down from the Creditor of the Estate with Balfour & Spalding	242.	15. 6½	Febry	4th	By Amot. of 4 Bengal Bonds Sold this day Nos. 716. 717. 718. & 719. for the Sum of C.Rs. 1535 on Star Pags. 1250 each for	Rs. 5000. " "
Augt.	26.	To cash p.d Mr. Baker Atty at Law for three Bills	56.	5. "			Allow. Int.t on Bills from 1st Jany 1787 to this Day is 2 years and 1 Mo/4 18 Days @ 8 ℘ Cent ℘ Annum	852. 8. "
Octr.	29th	To Ditto Rs. Mr. Cockburn being in full for Cash of Said Balance the Estate and Major Johnson	35.	" "				5852. 8. "
Novr.	7.	To Ditto p.d Ditto for Ct. of Said Balce. the Estate & Dr. Watson	34.	45 "			Discount @ 15 ℘ Cent	757. 34.64. 5094. 15. 16.
1789 Janry	31st	To Ditto p.d Mr. Frier being the Value of 100 S.W.P. Amot. due by the Estate to the Rev.d Mr. Swartz	87.	25 "	March	16.	By Cash Received for 2 years Interest on 11 Company Bonds Nos. 720. 721. 722. 724 726. 727. 730. 790 771. 772. Amounting to C.Rs. 9299. 2. 3. at Rs. 1098. 5. 10. @ 393 ℘ Cs.	2190. 38. 48.
Febry	12.	To Amot. due by the Estate Major Johnson which was p.d to Mr. Cockburn as follows —						
		In Cash	3250. 5. 48.					
		In Bengal Bonds Estimated at ℘ Interest to this day	3257. 26. 2.					
				650 7. 31. 50.				
		N.B. A Disct. of 15 ℘ Ct. was made on part of this Debt — Viz.t Pags. 3793/ due Major Johnston in Consequence of paying the Cash in lieu of the Bonds which he agreed to receive at par — —						
		Also Amot. due to Doct.r Watson to be paid in Company Bonds	602. 29. 32.					
		Deduct @ 15 ℘ Cent Discount	90. 15. 16.					
			512. 12. 16.					
		Allow. Int.t from 1st Jany to 7th Curt @ 8 ℘ Ct.	5. 12. 52.	517. 26. 68.				
March	7.	To Cash p.d Mr. Jno. Balfour being the proportion of an Present to the Committee who enquired into the Rajahs Debts		172. 37. 50.				
		Carried Over Sicca Pags.		7650. 8. 69.			Carried Over Sicca Pags.	7285. 11. 64.

		Brought Over Star Pagodas			7680.	18. 69.
1789 March	13.	To Cash pd Amot Sales on a Government Bill on Vizagapatam for Rs. 21327. 13. 3. or Star Pags. 5687. 13. 3.			1	.. ..
		To Commission which Our Correspondt at Calcutta debit our Acct with on the Sales of Bonds &c. from 3 Coys last to this Day is Pags. 7564. 32. 4. @ 1 ¼ Cent which is		75. 27. 16.		
		To Our Comms on the Amot Vested on this Acct is Ps. 7564. 32. 4. @ 1 ¼ Ct is		75. 27. 16.	151. 12. 32.	
		Star Pagodas			7832. 31. 21.	
May	5.	To Balance Carried down			267. 41. 17.	
June	22.	To Commission which Our Correspondent to the Northd Debit Our Acct with on the Receipt of a Madras Govt Bill for P. 5687. 13. 13. at 1 ¼ Cent			56. 36. 53.	
July	29.	To Cash pd Robt Cameron for the Principal and Int of Mr Baines Note of Hand to Robt Cameron Dated 20th Septr 1780 is	Cr	400.		
		Interest on Do to this day is 8. 9. 10. @ 12 ¼ Ct ₰ Annum	4 mos 21 ds	425. 8. 32.		
				825. 8. 32.		
		Deduct Discount @ 14 ¼ Cent		115. 22. 13.	709. 28. 19.	
Septr	12.	To Our Acceptance of two Setts of Bills drawn by Duncan Anderson Davidson Administrator to the Estate and Effects of D. A. Baine for			12000.	
Octr	29.	To Commn which Our Correspondents at Calcutta Debit Our Account with on the Receipt of Money in Bengal from 1st May last to this day is Star Pags 13595. 24. 27. @ 1 ¼ Cent is Pags 135. 40. 11.				
		To Our Comms on the Amot Received on this Account from 1st May last to this Day is Star Pags 19282. 37. 30 @ 1 ¼ Cent is Pags		192. 34. 65.	328. 32. 76.	
		To Balance in favor of the Estate this day			5919. 24. 25.	
		Star Pagodas			19282. 37. 30.	

D

		Brought Over Star Pagodas			7285. 11. 64	
1789 March	30.	By Cash Received for 2 years Interest on 3 Company Bonds Nos 714. 715. & 910. Amot to Rs 1886. 3 @ Rs 1098. 2. 10. @ 393. ₰ 100		27. 20. 20.		
		By Balance Carried down		267. 41. 17.		
E. E.		Fort St George (signed) Balfour Spalding & Holt				
	30.	April 1789.				
		True Copy G Chalmer Sollr for Defendts			Star Pagodas	7832. 31. 21.
June	22.	By Amount of a Madras Government Bill on the Chief & Council of Vizagapatam Dated 14 March 1789 for Rs 21327. 13. 3. or			5687. 13. 3.	
July	29.	By Amount of a Bengal Bond Sold this Day No 720 for Rs 5535. or Star Pags		12.50.		
		Int on Ditto from 1st January last @ 8 ¼		57. 10. ..		
				1307. 10. ..		
		Deduct Discount @ 14 ¼ Cent		183.	1124. 10. ..	
Septr	12.	By Amot of 13 Company Bonds Sold this day in Consequence of Our Coming under Acceptance for 2 Setts of Bills drawn by Duncan Davidson Esqr on Us as Administrator to the Estate and Effects of D. A. Baine Nos 721. 722. 724. 725. 726. 727. 730. 770. 771. 772. 714. 715. & 910 as p the Annexed List Amount to Rs 60128. 12. 7. or Ps		13579. 2. 29.		
		Int from 1st Jany last to this day is 254 Days @ 8 ¼ Cent		755. 34. 36.		
				14334. 36. 60.		
		Discount @ 13 ¼ Cent		1863. 22. 33.	12471. 14. 27.	
		Errors Excepted Fort St George 29th Octr 1789 (signed) Balfour Spalding & Holt				
		True Copy G Chalmer Attorney for Defendts			Star Pagodas	19282. 37. 30.

E

1789 Janry 14th

Copy of Agreement for Bills on India - Between
Duncan Davidson Esqr
and
Messrs Charles Herries & Coy

This Indenture Made the fourteenth day of January
in the year of Our Lord One Thousand Seven Hundred and Eighty Nine
Between Duncan Davidson of John Street in the County of Middlesex
Esquire of the One part and Charles Herries Joseph Nailer and James
Drummond of the City of London Merchants and Partners in Trade
under the firm of Charles Herries & Co of the other part, Whereas
the said Charles Herries, Joseph Nailer and James Drummond having
occasion to cause to be paid at Madras in the East Indies a Sum
of Star Pagodas Twelve Thousand have applied to the said Duncan
Davidson to cause the same to be paid which the said Duncan
Davidson hath agreed to do and for that purpose he the said Duncan
Davidson hath this day delivered unto the Hands of the said Charles
Herries Joseph Nailer and James Drummond two certain Setts of
Bills of Exchange five in each Sett bearing even date herewith and
Messrs Balfour Spalding and Colt at Madras aforesaid for the said
Sum of Twelve Thousand Star Pagodas payable respectively at Ninety
days after Sight, to the Order of the said John Spalding who hath
endorsed the same to the said Charles Herries & Co a true Copy of One
of each of which said Setts of Bills of Exchange is hereunder
written and which said two Setts of Bills of Exchange have
been so delivered to the said Charles Herries, Joseph Nailer
and James Drummond without their paying any Value or Consideration
for the same but for which a Return is to be made in Manner hereinafter
Mentioned And Whereas the said Charles Herries Joseph Nailer and
James Drummond have agreed to cause the said two Setts of Bills of
Exchange or One of each Sett to be presented for Acceptance and Payment
at Madras aforesaid (the dangers of the Seas and other unavoidable
casualties excepted) and that upon payment of the said Two Setts of Bills
of Exchange or of any One of each Sett at Madras aforesaid According
to the Tenor and true Meaning thereof the Payee or Payees Indorsee
or Indorsees thereof shall and will draw a Sett of Bills of Exchange
(five in the Sett if required) on the said Charles Herries Joseph
Nailer and James Drummond in London in lieu of such of each Sett
of the said Bills of Exchange as shall be duly acquitted as aforesaid
to the Amount of the Number of Pagodas therein Specified at the
Exchange of Eight Shillings and Six pence Sterling the Star Pagoda
payable in London at Six Months after Sight with Option to the
said Charles Herries Joseph Nailer and James Drummond to accept the
same payable Twelve Months after Sight instead of Six with Interest
for the last Six Months at and after the Rate of five p Cent p Annum
and which said Setts of Bills of Exchange so to be drawn at Madras
as aforesaid the said Charles Herries, Joseph Nailer and James Drummond
do hereby agree to accept and pay in London According to the Tenor
and true Meaning thereof Now this Indenture Witnesseth that
the said Duncan Davidson for the Considerations hereinafter Mentioned
doth hereby for himself his Heirs Executors and Administrators Cove-
nant promise and agree to and with the said Charles Herries Joseph
Nailer and James Drummond and the Survivors and Survivor of

them and the Executors Administrators and Assigns of such Survivors and Survivor in manner following, that is to say that the said two Setts of Bills of Exchange so delivered to the said Charles Hennis Joseph Nailer and James Drummond as aforesaid or One of each Sett shall be duly paid and Acquitted by the said Balfour Spalding and Colt on whom the same are drawn same or One of them their Exrs or Admrs at Madras aforesaid, to be Indorsed or Indorsed of the said Charles Hennis Joseph Nailer and James Drummond agreeable to the Tenor and true Meaning thereof and that in Case default shall be made in payment of the said two Setts of Bills of Exchange for Star Pagodas Seven Thousand and five Thousand, or of either of them at Madras aforesaid Contrary to the Tenor and true Meaning thereof then in such Case he the said Duncan Davidson his Executors or Administrators shall or will well and truly pay or Cause to be paid unto the said Charles Hennis Joseph Nailer and James Drummond their Executors Administrators or Assigns or to the Indorsee or Indorsees Holder or Holders of the said two Setts of Bills of Exchange respectively or of such of them as shall not be duly Acquitted as aforesaid the Sum of Twenty five per Centum on the Amount thereof in Case no One of such Sett or Setts shall be duly Accepted and paid at Madras as aforesaid within Thirty days next after the Return thereof or of such of them as shall become back with Protest duly made for want of Payment thereof no One of them having been Acquitted as aforesaid in full for Exchange Re-exchange and all Costs damages and Interests thereon, Provided always and

to these Presents that the said two Setts of Bills or such of them as shall be Sent to Madras aforesaid shall be Sent thither by Sea and not by Land in Order that the persons on whom the same are drawn may have an Opportunity of Receiving advice by Sea of such Bills having been drawn on them as aforesaid And these presents further Witness that for the Considerations aforesaid the said Charles Hennis Joseph Nailer and James Drummond do hereby for themselves jointly and each of them Severally and for their joint and Several Heirs Exrs and Admrs Covenant promise and Agree to and with the said Duncan Davidson his Exrs Admrs and Assigns in manner following that is to say that they the said Charles Hennis Joseph Nailer and James Drummond or the Survivors or Survivor of them shall and will without delay Cause the said two Setts of Bills of Exchange or One of each Sett to be duly presented for Acceptance and payment at Madras aforesaid the dangers of the Seas and other unavoidable Casualities excepted and that upon due payment or offer of Payment thereof or of any One of each of the said Setts of Bills of Exchange the Payee or Payees Indorsee or Indorsees thereof to whom such payment shall be made shall and will immediately drawn and deliver or Cause to be drawn and delivered unto the said Balfour Spalding and Colt on whom the said two Setts of Bills of Exchange are drawn same or One of them or to the Payee or Payees of such Bills a certain Sett of Bills of Exchange (five in the Sett if Required) upon the said Charles Hennis Joseph Nailer and James Drummond in London in lieu and to the Amount of each of the said two Setts of Bills of Exchange in case the same shall be duly paid and Acquitted at Madras aforesaid, or of such of them as shall be Acquitted there According to the Tenor

and true Meaning thereof at the Exchange of Eight Shillings and Six Pence Sterling the Star Pagoda payable in London at Six Months after Sight with Option to the said Charles Herries Joseph Nailer and James Drummond to accept the same payable twelve Months after Sight instead of Six with Interest for the said Six Months at the Rate of five p Cent per Annum And that they the said Charles Herries Joseph Nailer and James Drummond shall and will in London duly Accept and pay the said two Setts of Bills of Exchange so to be drawn in Madras or such of them as shall be drawn and presented as aforesaid According to the true and true Meaning thereof And further that if they the said Charles Herries Joseph Nailer and James Drummond their Agents Correspondents or Assigns shall Neglect or make default in causing One of each of the said two Setts of Bills of Exchange for Star Pagodas Seven Thousand and five Thousand to be presented for Acceptance and payment at Madras aforesaid / the dangers of the Seas and other unavoidable Casualties excepted / or if the said two Setts of Bills of Exchange or any One of each Sett shall be duly Accepted at Madras by the said Balfour Spalding and all / on whom the same are drawn / or either of them their or either of their Executors Administrators or Assigns, agreable to the true and true Meaning thereof and if payment thereof in Specie shall be tendered unto and to the Payee or Payees Indorsee or Indorsees thereof and of the Holders Payees or Indorsees thereof respectively or any of them shall delay Neglect or refuse to draw a Sett of Bills of Exchange / such on the Sett so Required on the said Charles Herries Joseph Nailer and James Drummond

Six pence Sterling the Star Pagoda / in lieu to the Amount of such of each of the said two Setts of Bills of Exchange as shall be duly accepted and payment thereof tendered at Madras as aforesaid then and in such case the said Charles Herries Joseph Nailer and James Drummond do hereby for themselves Severally and Respectively and for their Several and Respective heirs Executors & Administrators Covenant Promise and Agree to and with the said Duncan Davidson his Executors Administrators and Assigns to pay or cause to be paid unto the said Duncan Davidson his Exors Admors or Assigns or to the Indorsees or Holders of such of the said two Setts of Bills of Exchange Respectively the Sum of Twenty five Pounds p Centum on the Sum or Amount for which such Bill or Bills of Exchange ought to be drawn on the said Charles Herries Joseph Nailer and James Drummond as aforesaid According to the true intent and Meaning of these presents in full for all Interests Costs Charges and Damages, such payment to be made within Thirty days after due Notice shall be given or left at the then or last place of the above of them the said Charles Herries Joseph Nailer and James Drummond any or either of them their any or either of their Executors or Administrators of such Neglect or Refusal on the part and behalf of the Payee or Payees Indorsee or Indorsees of the said two Setts of Bills of Exchange or either of them Provided always and it is hereby declared and Agreed by and between the Parties to these presents that the said two Setts of Bills of Exchange so to be drawn in

Madras as aforesaid or such of them as shall be sent to London shall be first Paid by Sea and not by Land in Order that the said Charles Herries Joseph Nailer and James Drummond or either of them the same are so to be drawn may have had an Opportunity of receiving Advice by Sea of such Bills having been drawn on them as aforesaid And the said Duncan Davidson doth hereby for himself his Heirs Executors and Administrators further Covenant promise and Agree to and with the said Charles Herries Joseph Nailer and James Drummond and the Survivors and the Survivor of them and the Exrs Administrators and Assigns of such Survivor that upon due payment or offer of Payment by the said Charles Herries Joseph Nailer and James Drummond or the Survivors or Survivor of them or the Heirs Exrs or Admors of such Survivor or by any Person or Persons on their behalf in London of each of the three Setts of Bills of Exchange to be drawn in Madras as aforesaid of any One Bill of each Sett According to the true intent and Meaning of these presents the said Duncan Davidson his Heirs Exrs or Admors shall and will at the time of such Payment well and truly Allow and pay or cause to be Allowed and paid unto the said Charles Herries Joseph Nailer and James Drummond or the Survivors or Survivor of them or the Heirs Exors or Admors of such Survivor or unto the Payer or Payers of such Bill or Bills in London the Sum of two Pounds Sterling upon the Amount of each of such Bill or Bills of Exchange any thing in these presents Contained to the Contrary thereof in any wise Notwithstanding In Witness whereof the said Parties to these presents have hereunto set

above Written/

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

Robert Dallas

(Signed) Charles Herries
Joseph Nailer
James Drummond
Duncan Davidson

London 14th January 1789 for Star Pags. 5000

Ninety days after Sight of this my first of Exchange (Second Third fourth and fifth not being paid) pay to the Order of John Spalding Esqr Seven Thousand Star Pagodas Against which and on payment thereof is to be delivered to you or to the Payer of the same at Madras a Sett of Bills of Exchange (five in Number) for the Sum of Two Thousand Nine hundred and Seventy five pounds Sterling being the Amount of the aforesaid Star Pagodas at the Rate of Eight Shillings and Six pence Sterling each (to be drawn by the Payer or Holder hereof duly endorsed on the House of Messrs Charles Herries and Co payable in London at Six Months after Sight with the Option of Accepting the same payable Twelve Months after Sight instead of Six with Interest for the last Six Months at the Rate of five p Cent per Annum being the Value or Consideration of this my Obligation or Bill of Exchange when paid in Madras in terms hereof

To Messrs Balfour Spalding & Colt Madras

(Signed) Duncan Davidson
Admor to the Estate & Effects
of Duncan Andrew Baine
late of Madras deceased

Endorsed Pay to the Order of Messrs Charles Herries & Co for the Value or Consideration expressed on the body of this Bill London 14 Jany 1789.
(Signed) J Spalding

1400

London 14th January 1789 for Star Ps. 5000–

Ninety days after Sight of this my first of Exchange (Second Third fourth & fifth not being paid) pay to the Order of Charles Spalding Esqr Five Thousand Star Pagodas against which, and on payment thereof is to be delivered to you or to the Payee of the same at Madras a Sett of Bills of Exchange (five in Number) for the Sum of Five Thousand One hundred and Twenty five pounds Sterling being the Amount of the aforesaid Star Pagodas, at the Rate of Eight Shillings and Six pence Sterling each (to be drawn by the Payee or Holder thereof duly) endorsed on the Backs of Messrs Charles Hennis and Co. payable on Demand at Six Months after Sight with the Option of Accepting the same payable twelve Months after Sight instead of six with Interest for the last Six Months at the Rate of five p Cent p annum being the Value or Consideration of this my Obligation or Bill of Exchange when paid in Madras in Terms hereof.—

(Signed) Duncan Davidson
Admr to the Estate and
Effects of Duncan Andrew
Baine late of Madras deceased

To Messrs Balfour Spalding and Colt– Madras

Endorsed Pay to the Order of Messrs Charles Hennis & Co. for the Value or Consideration expressed in the Body of this Bill–
London 14th January 1789.—

(Signed) C. Spalding

True Copy
B. J. Shalmer

F

London 29th January 1789.—

Original Via France
Copy of the Sullivan Capt Bauney
Messrs Balfour Spalding & Colt

Gentlemn

Refering to my letter to you by the Ships of this Season from this place which carry off full Power and Instructions to you in Regard to the Affairs of the late Duncan Andrew Baine of Madras deceased which have hitherto been conducted by your Mr Spalding the present Serves only to inform you that by his Concurrence and Advice I have drawn two Setts of Bills upon you in his favor dated the 14th Instant 1 Sett of five Thousand Star Pagodas and the other for Seven Thousand Star Pagodas Agreeably to the Terms expressed in the said Bills, payable in Specie at Ninety days after Sight, in Return for which you are to Receive from the Payee or Holder of the said Bills, five Setts of Bills on the Houses of Messrs Charles Hennis & Co. of this Place to the Amount of £5100 Sterling at the Exchange of 8/6 P Star Pagodas Agreeably to the Conditions of the Bills drawn by me upon you I make no doubt of your paying due Honor to these Bills the Amount you will Charge to me as Administrator to the Estate and Effects of the late Duncan Andrew Baine deceased for your Reimbursement I observe you possess this East India Co. Bonds for Co. Rs 87803.. 13.. 7.. of which so far as you are not in Cash must be discounted to Raise the Sums Necessary you have— Co. Rs 63128.32.31.

Your Letter I mean shall remain in your hands Receiving the Interest and Instalments as them as they may become due & paid untill the whole shall be Completed or that as more favorable period shall occur, for Converting them into Cash or European Remittances you will of Course take Care to have the Bills to be drawn on Messrs Charles Henries & Co. Conformable to the Conditions expressed in those I have drawn upon you and which Bill you will of Course Remit me by the earliest Conveyances to the Member of the Settlt so that the Needful may be done Here in Regard to them, the penalty of None performance by either Party is Secured by Bond at the Rate of Twenty five p Cent tho' I can have no doubt of your paying due honor to my Bills your Partner my friend Mr. Spalding having testified his Approbation by indorsing them yet in Case of any demurr or Accident I do hereby Authorize you to Revolve yourselves by drawing upon me for any deficiency that can possibly arise or by transferring and passing to that Amount the Bills upon Messrs Charles Henries & Co. in lieu of these which I have drawn upon you and that so far the transaction may Check and I may not be made subject to the Penalty of my Bond in any degree whatever - I however can have no doubt of your honoring my Bills upon the Account in which they are drawn and that the whole transaction shall come in Regular Course Should you even make some small Advance until Reimbursed from the large Effects in your hands of this my friend Mr. Spalding give me the Strongest Assurances and there I will rest it. Indeed he proposed to me to draw upon you for a larger Sum, but that I declined until

please take into consideration in your Reply hereto my great Object in Securing this Remittance to Europe is to enable me to discharge here the Debts to Dr. Buchanan and Mr. Brodie which in Consequence thereof, I hope to be able to Effect upon Moderate and Advantageous Terms for Mr. Baines Estate - I have only further at present to Assure you that I am with the greatest Esteem and Respect &c. (Signed) Dr. Davidson Admor to the Estate and Effects of the late Duncan Andrew Baine of Madras deceased

the Commn. & Brokerage paid by me here on this Transaction is 3 p Cent Mr. Spalding leads me to hope that the discounts on the East India Company's Bonds in your possession, will be very Moderate by the time this Reaches you Messrs. Henries & Co. have assured me that this Letter shall accompany the first sett of the Bills that shall sent to Madras from France. —

Inner Temple
J. Chalmer
Atty for Defendt

Filed the 18th May 1790 —

The Replication of George Maxwell Administrator of Francis Maxwell deceased by his Attorney Thomas Lockhart Complt to the Joint and Several Answer of William Balfour and Oliver Colt Two of the Defendts to the above Bill of Complaint —

This Repliant by his said Attorney Saving and decreasing to himself all and all manner of Benefit and Advantage

these Letter Duncan shall Remain in your hands Receiving the Interest and Instalments on them as they may become due & paid untill the whole shall be compleated or that a more favorable period shall occur, for Converting them into Cash or European Remittances you will of Course take Care to have the Bills to be drawn on Messrs Charles Morris & Co conformable to the Conditions expressed in those I have drawn upon you and which Bills you will of Course Remit me by the earliest Conveyances to the Member of the Settle so that the Needful may be done Here in Regard to them, the penalty of Non performance by either Party is Secured by Bond at the Rate of Twenty five p Cent. tho' I can have no doubt of your paying due Honor to my Bills your Partner my friend Mr Spalding having testified his approbation by indorsing them yet in case of any demurr or Accident I do hereby Authorize you to Resolve yourselves by drawing upon me for any deficiency that can possibly arise or by transferring and passing to that Amount the Bills upon Messrs Charles Morris & Co in lieu of these which I have drawn upon you and that so far this transaction may Check and I may not be made Subject to the Penalty of my Bond in any degree whatever - I however can have no doubt of your honoring my Bills upon the Account in which they are drawn and that the whole transaction shall come in Regular Course should you even make some small Advance untill Reimbursed from the large Effects in your hands of this my friend Mr Spalding gives me the Strongest Assurances and there is still Rest it Indeed he proposed to me to draw upon you for a larger Sum, but that I declined untill

please take into consideration in your Reply hereto my great Object in Securing this Remittance to Europe is to enable me to discharge here the Debts to Dr Buchanan and Mr Brodie which in Consequence thereof, I hope to be able to Effect upon Moderate and Advantageous terms for Mrs Baines Estate - I have only further at present to Assure you that I am with the greatest Esteem and Respect &c (Signed) Dr Davidson Admor to the Estate and Effects of the late Duncan Andrew Baine of Madras deceased

the Commn & Brokerage paid by me here on this Transaction is 3 p Cent Mr Spalding leads me to hope that the discounts on the East India Company's Bonds in your possession, will be very Moderate by the time this Reaches you Messrs Morris & Co have assured me that this Letter shall Accompany the first sett of the Bills that shall sent to Madras from France. —

true Copy
G. Chalmer
Atty for Defendt

Filed the 18th May 1790 —

The Replication of George Maxwell Administrator of Francis Maxwell deceased by his Attorney Thomas Cockburn Compltt to the Joint and Several Answer of William Balfour and Oliver Colt Two of the Defendts to the above Bill of Complaint —

This Repliant by his said Attorney Saving and denieing to himself all and all manner of Benefit and Advantage

of Exception to the Manifold Errors Misconstructions and Imperfections in the said Answer of the said Defendants Contained for Replication thereunto or unto so much thereof as this Repliant by his said Attorney is Advised to Reply unto Saith that he will aver maintain and prove all the Matters in and by his said Bill of Complaint Alledged to be true in such Manner and forme as the same are therein Set forth and that the Answer of the Defendants is evasive and insufficient And this Repliant doth insist that by their own Shewing the Defendants are bound to pay unto this Repliant the said Sum of One Thousand Two Hundred and Eighty Eight Star Pagodas Twenty Three fanams and fourteen Cash as charged by this Repliant to be due unto him in and by the Account Current boby whereof is annexed to this Repliants Bill of Complaint together with Interest thereon from the date of the said Account for this Repliant saith that the said Defendants having undertook the care and management of the Estate of the said Duncan Andrew Baine whether at the Request of their said Partner the said John Spalding or otherwise howsoever are bound to Administer the Effects of the said Intestate According to Law and in Conformity to the Oath of the Administrator Acting under the Authority of this Honble Court by which they are bound to exhibit a faithfull Inventory of all the Estate and Effects within Six Months after the date of the Administration and a Just Account of their Administration within Twelve Months from such date and by which they are also bound to pay the Debts and Legacies

And this Repliant saith that by force and Virtue thereof as well as by the general Law of all Administrations the Estate and Effects which arise within the Jurisdictions of such Administrations are Subject to the Debts incurred within such Jurisdictions and therefore the said Duncan Davidson whether as Attorney to the said Bernard Bayne as Administrator in England of the Estate and Effects of the said Duncan Andrew Baine or otherwise howsoever had no Right whatever to divert the Proceeds of the Estate of the said Duncan Andrew Bayne from the purposes to which such Proceeds were in the fact instance Subject Namely the discharge of the legal Demands thereon Arising within the Jurisdictions of this Honble Court nor can it avail, as this Repliant humbly insists, to the Defendants to plead the Instructions of the said Duncan Davidson for their justification in an Act Contrary to Law and to the manifest injury of this Repliant and the pretence of their having been bound to the discharge of the Bills drawn by the said Duncan Davidson in England because their Partner the said John Spalding had endorsed them tends rather to aggravate their misconduct than to justify them in the premises because the said John Spalding well knew and so ought the Defendants to have known that no connivance whatever can Justify so obvious a misapplication of the Funds of the Estate which is not done away by the pretence of the Funds in question being intended to liquidate Debts in England as such Debts if any such there be have no Claim whatever to Satisfaction from the Proceeds of the Estate within the Jurisdictions of this Honble Court till all Debts which had arisen within the Jurisdictions had first been discharged even tho' such

Debts in England might have been withheld of a preferable
Degree to those within this Jurisdiction and therefore the Defendants
are as this Respondent humbly insists personally liable to pay from
their own Pockets the Claim of this Respondent against the Estate
of the said Duncan Andrew Davidson having admitted the
Receipt of Assets Sufficient for that purpose and not applied
to the Payment of any Demand arising within this Jurisdiction
but wantonly Remitted out of the Jurisdiction by the payment of such
Bills of Exchange the Acceptance whereof appear by the Defendants
own Answer to be a Considerable time after this Respondent by his
Attorney had first applied to this Honble Court for Payment of
his Claim. This Respondent saith that it appears by the Defendants
Answer that the said Duncan Davidson had Reason to doubt the
Acquiescence of the Defendants in his Request by giving to them the
Authority to Redraw for Payment of the Bills so drawn by him
which it was incumbent on them to have done Rather than Remit
from this Jurisdiction any part of the Estate of the Deceased
while any Debts Remained unsatisfied a Principle which if Admitted
would lead to the prejudice of all the Creditors of Persons dying in
India, and would also be a Check to General Commerce and as much
as it would weaken that Credit which now is given to Individuals from
their Legal Situation and Reputed Resources within the Jurisdiction
where they Reside. —

All which Matters and Things this Respondent is Ready
to prove to the Satisfaction of this Honble Court and therefore prays
as in and by his said Bill he hath Already prayed. —

Pitham

Filed the 29th June 1790

The General Rejoinder of William Balfour and Oliver Coll of Madras Inhabitants Defendants to the Replication of George Maxwell Administrator of Francis Maxwell Deceased by his Attorney Thomas Lockhurst Complainant. —

These Defendants now and at all times hereafter saving
and Reserving unto themselves all and all manner of benefit and
Advantage of Exception to the many Errors Uncertainties and Imperfections in the Complainants said Replication
Contained for Rejoinder thereunto say that they will aver Justify
Maintain and prove all and singular the Matters and things
Contained in these Defendants Answer to be good certain true and
Sufficient in the Law to be Rejoined unto in such Manner and
form as the same are therein and thereby Set forth and Alledged and
that the said Replication is very untrue Evasive and insufficient
for these Defendants to make any further Answer thereunto Except
what they have before in their Answer Set forth. —

All which Matters and things these Defendants are
Ready and willing to Verify maintain and prove as this Honble Court
shall Direct and most humbly Pray as in and by their said
Answer they have Already Prayed. —

Chalmer
Solr for Defendts —

Mayors Court at Madraspatnam } { Saturday the 13th day of November Anno Domini 1790

Present

James Call Esquire Mayor
William Webb - Andrew Ross
John Milford - Henry Chichley - Nicholl
James Amos - Henry Readhead
and
Benjamin Roebuck - Aldermen!

Between George Maxwell an Assignee in the Service of the Honourable the United Company of Merchants of England trading to the East Indies and Administrator of all and Singular the Goods and Chattles Estate and Effects of Francis Maxwell late a Diretor in the Service of the said United Company Deceased by his Will Thomas Coleburn of Fort St George Esquire Complainant

Duncan Andrew Bayne late Paymaster of Tanjore in the Service of the said United Company and Lieut Deceased Defendant

This Cause coming on to be heard and Debated this Day in the presence of the Attorneys on both sides on Reading the Complainants Bill with Schedule of a Receipt or Acknowledgment and an Account Current annexed The Joint and Several Answer of the Defendants William Balfour and Alexr Colt with Schedule of Six Exhibits Marked A B C D E F annexed

Filed 23d Septr 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court your Orators Thomas Bell and Philip Barlow of Madras Merchants that Stephen Popham One of the Attornies of this Honble Court stands indebted unto your Orators in the full and just Sum of One Hundred and Sixty Six Pagodas Twelve fanams and Sixty Two Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Sixty Six Pounds Ten Shillings and three Pence or thereabouts as will more fully and at large appear by Copy of an Account Current and also by Copy of a Promisary Note Given and Granted unto your Orators by the said Stephen Popham on the fifth day of May One Thousand

The Application, The General 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 Defendants William Balfour and Alexr Colt the Attornies of Duncan Davidson the Administrator of Duncan Andrew Baine Deceased do pay unto the Complainant out of the Estate and Effects of the said Deceased the full and just Sum of One Thousand Two Hundred and Eighty Eight Pagodas Twenty three fanams and fourteen Cash Pagodas 1288.23.14 together with all such Interest as now or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Per Cur

Thousand Seven hundred and Sixty Pagodas one Month from the date thereof hereunto annexed for the Inspection of this Honble Court both which your Orators prays may be Annexed as part of this their Bill of Complaint The Originals whereof being in your Orators Possession and Ready to be Produced when Required — and Whereas your Orators hath frequently and in the Amicable Manner Requested payment of the said Sum of One Hundred and Sixty Six Pagodas Twelve fanams and Sixty two Cash from the said Stephen Popham —

But now so it is May it please this Honble Court the said Stephens Popham Obstinately and wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premisses your Orator therefore pray 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 Stephen Popham 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 herein again Repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of One Hundred and Sixty Six Pagodas Twelve fanams and Sixty Two Cash together with all such Interest as now is or shall hereafter due thereon also all Costs of this Suit —

May it Please this Honble Court to Cause the said Stephen Popham

Districts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court perfixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet —

Fort St. George the 23d Septr 1790

Hly Dubby
Attly Compt.

This Bill was sworn to me between the days of Adjournment last Sessions of the Honorable Mayr Court

Day —

Jas. Call
Senr. Alderman

Dr Stephen Popham in Account Current with Thomas Bell and Philip Backhm Cr

1790 May	5th	To the Amount principal of your Promissary Note bearing this date Payable in One month with Interest	166.31.49		By Balance due	166.12.62
1790 Augt.	30th	To Interest on D° from 6th June to this day at 2 mos and 25 ds @ 12 p Cent p Annum	0.26.13			
		Sn Pagodas	166.12.62		Sn Pagodas	166.12.62

Madras 30th Augt. 1790

E. E. p —

Thos Bell
Philip Backhm

True Copy
Hly Dubby
Attly Compt —

Thousand Seven hundred and Ninety Payable in One Month from the date thereof hereunto annexed for the Satisfaction of this Honble Court both which your Orators prays may be Admitted as part of this their Bill of Complaint they Originals whereof being in your Orators Possession and Ready to be Produced when Required — and Whereas your Orator hath frequently and in the Most Mannerable Manner Requested payment of the said Sum of One Hundred and Sixty Six Pagodas Twelve fanams and Sixty two 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 premises your Orator therefore 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 Stephen Popham may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were herein again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of One Hundred and Sixty Six Pagodas Twelve fanams and Sixty Two Cash together with all such Interest as now is or shall hereafter 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 Defendants 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 St. George the 23d Septr 1790

This Bill was Sworn to one between the days of Adjournment of the Subscriber in Open Honorable Court

Day —

Jas. Call
Senr. Assistant

Hy Dudley
Attys Compt.

Dr Stephen Popham in Account Current with Thomas Bell and Philip Backhm Cr

1790 May	5th	To the Amount principal of your Promissary Note bearing Date of this date Payable in One Month without Interest		166. 12. 62.	1790		By Balance due		166. 12. 62.
1790 Augt	30th	To Interest on Ditto from 6 June to this day is 2 Mos and 25 Days @ 12 ℘ Ct ℘ annum		4. 26. 13.					
		St. Pags		166. 12. 62.			St. Pags		166. 12. 62.

Madras 30th Augt 1790

E. E. ℘

Thos. Bell
Philip Backhm

True Copy
Hy Dudley
Attys Compt

Star Pags. 161.. 31.. 49.. Madras May 5th 1790 —

One Months after date I Promise to pay Bell Brohm or Order, One Hundred and Sixty One Star Pagodas Thirty One fanams and forty Nine Cash for Value Received. —

S Bysham

Same Copy Wm Dunbar

Witness Campbell —

Mayors Court at Madraspatnam — } { Tuesday the 16.. th November Anno Domini 1790

Present

James Call Esquire Mayor

Andrew Ross. and Henry Readhead

Aldermen.

Between Thomas Bell and Philip Bochm of Madras Merchants Complainants and Stephen Popham One of the Attornies of this Hon.ble Court Defendant. —

It Appearing by the Records of this Court that the Usual Rules have expired for the Defendant to Answer the Complainants Bill which he has Neglected [illegible]

therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Shall pay unto the Complainants the full and just Sum of One Thousand and Sixty Six Pagodas Twelve fanams and Sixty two Cash / Pags. 166.. 12.. 62.. / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit. —

By Court

Filed 15th Octr 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble Court your Orator Francis Lautour of Madras Merchant that Charlotte Mackintosh Administratrix of all and Singular the Goods Chattels Credits Rights and Effects of Angus Mackintosh late of Madras Merchant Deceased stands indebted unto your Orator as Administratrix as aforesaid in the full and just Sum of Three Thousand five hundred and forty Star Pagodas Thirty three fanams and Sixty Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Thousand four hundred and Sixteen Pounds and Ten Shillings or thereabouts as will more fully and at large Appear by Copy of a Mortgage Bond or Obligation given and granted by the said Angus Mackintosh in his life time to Wit under the Date of the Twenty Second day of February One Thousand Seven Hundred and Eighty Eight and also by Copy of an Account Current hereunto annexed for the inspection of this Hon.ble Court both which your Orator prays may be admitted as part

part of this his Bill of Complaint the Originals whereof being in your Orator possession and ready to be produced when properly Called for And Whereas your Orator hath frequently and in an Amicable Manner Requested payment of the said Sum of Three Thousand five hundred and forty Star Pagodas thirty three fanams and Sixty Cash from the said Charlotte Mackintosh as Administratrix as aforesaid. — But now so it is May it please this Honble Court the said Charlotte Mackintosh Obstinately and wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises your Orator therefore prays a General Relief — such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Charlotte Mackintosh may upon her Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before — Set forth and Alledged as fully truely and Effectually to all intents and purposes as if the same were hereagain Repiated and particularly interrogated and that she may be Decreed to pay unto your Orator the aforesaid Sum of Three Thousand five hundred and forty Star Pagodas Thirty three fanams and Sixty Cash together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit. —

May it please this Honble Court to cause the said Charlotte Mackintosh to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet. —

Fort St. George 15th Octr. 1790

H. Dudley
Atty Compt. —

This Bill was Shewn to me between the days of Adjournment let a Summons issue Returnable Next Court day. —

Jas. Call
Mayor

Know all Men by these Presents that I Angus Mackintosh of Fort Saint George am held and firmly bound unto Mr. Francis Lautaur of the same place in the Penal Sum of Thirty four Thousand and Two Hundred Star Pagodas Current Money of Madras to the Payment whereof well and truely to be made to the said Francis Lautaur his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal this Twenty Second day of February in the year of Our Lord One Thousand Seven Hundred and Eighty Eight. —

Whereas the above bound Angus Mackintosh hath borrowed and received of the above named Francis Lautaur the full and just Sum of Seventeen Thousand and One Hundred Star Pagodas to Run at Interest at the Rate of Twelve p Cent p Annum payable at the Expiration of Nine Months from the date hereof and for the further Security of the said Francis Lautaur the said Angus Mackintosh doth hereby Consent and Agree for himself his Heirs Executors and Administrators to Mortgage and assign over to him the said Francis Lautaur Seventeen Bonds of the Honble United English East India Company and a Bengal Certificate as

as per the Annexed List the Principal and Interest of which Amounts to Fifteen Thousand One Hundred and Twenty Star Pagodas or thereabouts and a House and Ground Situated and being in Fort Saint George aforesaid on the West Side of Saint Thomas's Street between the Houses of George Mowbray Esquire and Miss Ann Taylor Measuring in Length from North to South Seventy three feet and a half, and in breadth from East to West Sixty Nine feet with a piece of Ground Adjoining in Length from North to South Fifty Seven feet and a half and in breadth from East to West Twenty Eight feet and three Quarters also another Piece of Ground Adjoining in Length from North to South forty Six feet and in breadth from East to West three feet and another piece of Ground Adjoining in Length from East to West Seventeen feet and in breadth from North to South at the East end Two feet and at the West end four feet together with the Title Deeds thereof which said Premises are this Mortgaged and Assigned over and are to be diverted to no other Use or purpose whatever untill Payment of the Principal and Interest that may become due on this Bond is made and should there any Balance be due to him more than the Amount Sale of the Honble Company's Bonds and the House I promise to be Accountable to him for the Balance.—

Now the Condition of this Obligation is such that if the above bound Angus Mackintosh His Heirs Executors or Administrators shall well and truly Pay or Cause to be paid unto Francis Lautour his Heirs Executors, Administrators or Assigns the full and just Sum of Seventeen Thousand and One hundred Star Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue.—

(Signed) Angus Mackintosh (L.S.)

Signed Sealed and Delivered where no Stamps die to be had in the Presence of.—

List of the Company's Bonds.—

1	Bond of Mr. Joshua Gillaspy	dated	27th	Febry	1784	275.. .. ..
1	Ditto of Messrs. Lidhum & Co.	Ditto	18th	April	1785	2,000. .. ..
1	Ditto	Ditto	Ditto	18th	April	1785	498. 17.. 54
1	Ditto	Ditto	Ditto	17th	May	1785	264. .. .
1	Ditto	Ditto	Ditto	9th	May	1785	482. 21. 38.
1	Ditto of Mr. Michael Russell			5th	Febry	1785	155.. 3.. 32.
1	Ditto of Capt.n Edwd. Collins			3d	Janry	1785	487.. 3.. 40
1	Ditto of Lieut. John Bannerman			10th	Decemr	1785	400. .. ..
1	Ditto	Ditto	Ditto	10th	Decemr	1785	1219 .. ..
1	Ditto of Mr. Thomas Davis			5th	Febry	1784	1500. .. ..
1	Ditto of Mr. John Box			27th	April	1785	252.. 1.. 46..
1	Ditto of Mr. John Sal. Durrand			21st	May	1785	1024 .. ..
1	Ditto of Capt.n John Bryan Scottney			6th	June	1780	2000. .. ..
1	Ditto of John Ridiney			28th	May	1785	389 .. ..
1	Ditto of Mr. Peter Walker			9th	July	1785	500 .. ..
1	Ditto	Ditto	Ditto	28th	June	1785	451.. .. ..
1	Ditto of Mr. Alexander Watson			5th	Febry	1784	2000. .. .
1	Bengal Certificate of Mr. J. H. Harton			17th	July	1787	230. .. ..
							14127. 11.. 50.

(Signed) John Lathem

Fort St. George
22d Febry 1788.—

True Copy
H. Dickins
Secy Compt.

Dr

The Estate of Mr. Angus Mackintosh Durand in Account

1789 Febry	14	To Cash paid to Mr. Mackenzie ... Brought forward	17371	16
	16	To Cash paid John Morris	35	"
April	6	To Interest due to me @ 10 per March then Omitted	12	"
			3125	25 10
1789 April	6	To Ballance Account for Balance due to me of the 10th March 89 then omitted	5091	29 54
May	8	To cash paid to Mr. Mackenzie	11	"
June	4	To Do	57	"
	30	To Do Do at different times	68	"
Augt	1	To Do Do Mrs. Mackintosh & Do	64	"
Septr	16	To cash	22	"
Octr	2	To cash paid for 6 bales of Grass	40	"
	3	To cash paid for quit Rent	5	"
	5	To cash paid Mr. Mackintosh	30	"
	19	To Cash	10	"
Novr	9	To cash paid for House Rent	25	"
	11	To cash paid Mr. Malle as p Bill	20	"
Decr	10	To cash paid Jeremiah for House Rent	25	"
	22	To cash paid Mrs. Mackintosh	32	"
1790 Janry	5	To cash paid for ½ share of the House table forfeited by Mr. Mackintosh	6	"
	12	To cash paid to Mr. Mackenzie	60	"
Febry	4	To Do	57	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
March	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
April	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
May	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
June	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
July	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
Augt	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
Septr	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
Octr	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
Novr	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
Decr	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
1790 Janry	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
Febry	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
March	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
April	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
May	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
June	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
July	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
Augt	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
Septr	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
Octr	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
Novr	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
Decr	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
1790 Janry	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
Febry	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
March	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
April	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
May	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
	31	To Do	60	"
June	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60	"
	26	To Do	60	"
	27	To Do	60	"
	28	To Do	60	"
	29	To Do	60	"
	30	To Do	60	"
July	1	To Do	60	"
	2	To Do	60	"
	3	To Do	60	"
	4	To Do	60	"
	5	To Do	60	"
	6	To Do	60	"
	7	To Do	60	"
	8	To Do	60	"
	9	To Do	60	"
	10	To Do	60	"
	11	To Do	60	"
	12	To Do	60	"
	13	To Do	60	"
	14	To Do	60	"
	15	To Do	60	"
	16	To Do	60	"
	17	To Do	60	"
	18	To Do	60	"
	19	To Do	60	"
	20	To Do	60	"
	21	To Do	60	"
	22	To Do	60	"
	23	To Do	60	"
	24	To Do	60	"
	25	To Do	60

Dr Estate of Mr Angus Mackintosh Dr and Acct Current with Francis Lautour Cr

1790					1790			
May	1	Brought forward	5702	10 14	May	5	By Cash	80 " "
	14	To Cash paid to Mr Chalmers Attorney at Law	62	" "	June	12	By Interest due to it of this date	247 8 10
	25	To Amount of Mr Mackintoshs draft on me of the 24th Inst in favor of Mr Davis fl 86 37 - payable at Sight	30	37	July	9	By Amount of things furnished by Mrs Mackintosh	52 28 20
June	12	To Interest due by it of this date	315	" 52			By Balance due to F Lautour	3540 33 60
	16	To Cash paid Mr Chalmers	12	" "				
July	2	To a pipe of Madeira	50	" "				
	9	To so much P paid Mrs Mackintosh what she laid out for Repairing the House Lately possessed by Mr Wynch	"	40 20				
			6679	4 6				P 6679 4 6

(For St George 9th July 1790
Errors and Omissions Excepted
Fr Lautour

June 1790
Wm Duffus
Attny Compltt

Filed the 7th October 1790

To the Honourable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Anthony Sendeiah of Madras Inhabitant that your Orator on or about the Sixteenth day of February which was in the year of Our Lord One Thousand Seven Hundred and Eighty Nine lent and advanced to Thumpathum Moodeliar of the same place Inhabitant the Sum of Thirty Star Pagodas making in Sterling Money of Great Britain at the Rate of Eight Shillings for ideng Pagoda the Sum of Twelve Pounds to Secure the Repayment whereof the said Thumpathum Moodeliar by his certain Note in Writing by him duly executed and bearing date the Sixteenth day of February in the said year One Thousand Seven hundred and Eighty Nine did promise to pay unto your Orator or Order the said Sum of Thirty Star Pagodas on the first day of May then Next ensuing the date of the date of the said Note together with interest for the same at and after the Rate of Twelve per Cent per Annum as by the said promissory Note now in the possession of your Orator Attorney at Law and Ready to be produced and proved to this Honble Court and as by a true and faithful Copy thereof to this your Orators Bill of Complaint annexed and which he prays may be taken as part thereof Relation being thereunto had it doth and may more fully and at large appear your Orator further Sheweth unto this Honble Court that the said Sum of Thirty Star Pagodas together with the Interest thereof is or still due and owing to your Orator by the said Thumpathum Moodeliar and that your Orator hath frequently in an Amicable and friendly manner Applied to the said Thumpathum and Requested him to pay off and discharge the said Sum of Thirty Star Pagodas and the

Mayors Court at Madraspatnam

Tuesday the 23rd Day of November Anno Domini 1790

Present

James Call Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Between Francis Lautour of Madras Merchant Complainant and Charlotte Mackintosh Administratrix of all and singular the Goods Chattels Credits Rights and Effects of Angus Mackintosh late of Madras Merchant Deceased Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant Bill which She has Neglected doing This Court do therefore for the Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant out of the Estate and Effects of Angus Mackintosh Deceased the full and just Sum of Three Thousand five Hundred and Forty Star Pagodas Thirty three fanams and Sixty Cash / Star Pagodas 3540.33.60 / 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

Per Curr

Interest thereof — But now so it is May it please this Honble Court that the said Rumpathum Moodliar to injure and distress your Orator in this behalf Obstinately and wilfully refuses to pay your Orator the said Sum of Thirty Star Pagodas and the Interest thereof so due and owing to your Orator by the said Rumpathum Moodliar in manner aforesaid or to make your Orator any manner of Satisfaction touching the premises To the End therefore that the said Rumpathum Moodliar may upon his Corporal Oath 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 therein again Repeated and he Interrogated particularly interrogated and that the said Rumpathum Moodliar may be decreed by this Honble Court to pay unto your Orator the aforesaid Sum of Thirty Star Pagodas together with such Interest as shall be due thereon unto the Decree of this Honble Court shall be pronounced in this behalf as also all such Costs and Expenses as your Orator shall sustain and be put to in the Recovery thereof —

May it please this Honble Court to cause the said Rumpathum Moodliar 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 prescribed and appointed then and there to Answer this your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet —

John White
Atty for the Compt —

Fort St. George 7th October 1790

This Bill was Sworn to me between the days of Dismt and the Complainant having Sworn to the Justness of his demand and that he hath Reasonable belief that the Defendant will abscond on hearing a Rule of Complaint this Bill was ordered to be filed

Madras 16th February 1789 Borrowed and Received of Mr Anthony Jeremiah the Sum of Thirty Star Pagodas which I promise to pay him or his Order on the first of May next ensuing with Interest at the Rate of Twelve per Cent per Annum as Witness my Hand —

Witness
John Benson
Isaac Paul

Fo. Page 30.

a true Copy
John White Atty for
the Complainant —

Mayors Court at Madraspatnam

Thursday the 23d Day of November Anno Domini 1790 —

Present
James Call Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Between Anthony Jeremiah of Madras Inhabitant Complainant and Rumpathum Moodliar of the same place Inhabitant Defendant —

It Appearing by the Records of this Court that the Usual Rules have been for the Defendant to Answer the Complainants Bill which he has Neglected doing and that the Defendant was Allowed a further time of One Week to accomodate the Matter which he has not done This Court doth therefore

Interest thereof — But now so it is May it please this Honble Court that the said Rumpathum Moodliar to injure and distress your Orator in this behalf Obstinately and wilfully refuses to pay your Orator the said Sum of Thirty Star Pagodas and the Interest thereof so due and owing to your Orator by the said Rumpathum Moodliar in manner aforesaid or to make your Orator any manner of Satisfaction touching the premises To the End therefore that the said Rumpathum Moodliar may upon his Corporal Oath 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 thereon again repeated and he thereunto particularly interrogated and that the said Rumpathum Moodliar may be decreed by this Honble Court to pay unto your Orator the aforesaid Sum of Thirty Star Pagodas together with such Interest as shall be due thereon unto the Decree of this Honble Court shall be pronounced in this behalf as also all such Costs and Expenses as your Orator shall sustain and be put to in the Recovery thereof —

May it please this Honble Court to cause the said Rumpathum Moodliar to be Summoned and required by the Sheriff of Fort St George Town of Madraspatnam and this District thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prescribed and appointed then and there to Answer this your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet —

Fort St George 7th October 1790

John White
Atty for the Compt

This Bill was Sworn to me between the days of Adjournment and the Complainant having Sworn to the Truth of this demand and that he hath Reasonable belief the Defendant will abscond

Madras 16th February 1789 Borrowed and Received of Mr Anthony Jeremiah the Sum of Thirty Star Pagodas which I promise to pay him or his Order on the first of May next ensuing with Interest at the Rate of Twelve per Cent per Annum as Witness my Hand —

Witness
John Benson
Isaac Paul

Stp Pags 30

A true Copy
John White Atty for
the Complainant —

Mayors Court at Madraspatnam } { Tuesday the 23d Day of November Anno Domini 1790 —

Present
James Call Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Between Anthony Jeremiah of Madras Inhabitant Complainant and Rumpathum Moodliar of the same place Inhabitant Defendant —

It Appearing by the Records of this Court that the Usual Rules have been for the Defendant to Answer the Complainants Bill which he has Neglected doing and that the Defendant was Allowed a further time of One Week to accomodate the Matter which he has not done This Court doth

In the Honble the Mayors Court at Madraspatnam

Between Mallayanayadey Ramah Sawmy by his Attorney Frederick Lechenpille of Madras Inhabitant Complainant and Arrega Cooley Naick of the same Place Inhabitant Defendant

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

This Deponent Maketh Oath and Saith that he did on the fourth day of this Present Month of November call at the dwelling House of the above Named Defendant with Intention of Serving him with a Copy of the Accompanying Extract but the said Defendant being from Home the this Deponent left the Copy thereof at his said House

Thomas Ives

Sworn to in Court
this 23d Novr 1790

G Taylor
Regr

Hereupon the Court Ordered and Decreed and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just Sum of Thirty Star Pagodas (Star Pags 30 - - -) together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

G Taylor

Filed the 23d Novr 1790

Extract from the Minutes of a Court Held at the Sawmi Hall on Tuesday the 26th day of October Anno Domini 1790 -

Present

James Call Esquire Mayor
Andrew Ross - John Mitford
and
James Amos - Aldermen

Mallayanayadey Ramah Sawmy by his Attorney
Frederick Lechenpille
vers
Arega Cooley Naick

The Attorney for the Complainant prays that the Defendant may by Next Court day Appoint another Attorney to Act for him in the Room of Mr Stephen Popham - Ordered Accordingly

A true Extract

G Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 23.rd day of November Anno Domini 1790 —

Present

James Call Esquire Mayor

Andrew Ross and Benjamin Roebuck

Aldermen.

Malleyanayadey Ramah Saumy by his Attorney Frederick Zehenpeile

vers

Aregay Cooley Naick

Affidavit of Thomas Iues of Service of Notice upon the Defendant to Appoint another Attorney to Act for him Sworn to in Court Read and filed this day & the Attorney for the Complainant prays that the Defendant may by that Court Day Appoint another Attorney to Act for him and in default thereof that this Cause may be Set down for hearing - Ordered Accordingly

A true Extract

Filed in Court 9.th Nov.r 1790 —

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Ninyapa Moodeliar of Madras Inhabitant that Terovoor Shanmoogam and Venatakistnaw of the same place Inhabitants stand justly and truly indebted unto your Orator in the full and just Sum of Ninety five Star Pagodas fifteen 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 Thirty Eight Pounds two Shillings and Seven Pence or thereabouts as will More fully and at large appear by the Copies of an Account and Translation of a Bond or Obligation hereunto annexed for the inspection of this Honble Court which your Orator prays may be Admitted as part of this your Orators Bill of Complaint the Originals whereof are in your Orators possession and Ready to be produced when Required, and your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Shanmogam and Venatakistna of the said Sum of Ninety five Star Pagodas fifteen fanams and Sixty Cash.

But now so it is May it please this Honble Court that the said Shanmogam and Venatakistnan 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 genural Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Shanmogam and Venatakistnan May upon their Respective Corporal Oaths full true direct

and

Translation of a Bond dated 7th Chittra of Chalaveedoo Year Answering to Anno Domini 17th April 1783 —

I Shanmogam Son of Tirovoor Vailalapa Moodliar and my Son Venakatchinan both of us of Valava Vellava Cast of Madras do jointly give this Bond to Ninyapa Moodeliar Son of Mylay Nallalamby Moodeliar of the same Cast and of the same place that is to say

In Consequence of my urgent Occasions I have this day borrowed and Received of you the Sum of 150 fifty Star Pagodas Current Money of Madras which Sum I do hereby engage to repay you on Demand with all such Interest as shall or may become due thereon at the Rate of 12 ℔ Ct ℔ Annum Commencing from this Month in default of which you are hereby empowered to recover it by prosecuting in the Honble the Mayors Court to which we are not to Contest with you by filing Demurrer or Plea and Answer but that we are to pay you either jointly or Severally the principal and Interest together with the Charges Attending the Court Thus we Shanmogam and Venakatchinan have given this Bond to Ninyapa Moodeliar with Our free will and Consent Witnesses Manneparkam Singapa Moodeliar and Soorah Kaumaraumy Chitty by their Knowledge this Bond was drawn by Shanmogam own Hand Writing —

Witnesses Signed
Manneparkum Singam
Soorah Kaumarasamy

(Signed) Shanmogam
Venakatchinan

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

Ranganaydoo

A true Copy
John Wilkinson

Mayors Court at Madraspatnam } { Tuesday the 30th Day of November Anno Domini 1790 —

Present

James Call Esquire Mayor
William Webb — Josias Dupre Porcher
and
Andrew Ross — Aldermen!

Between Ninyapa Moodeliar of Madras Inhabitant Complainant and Terovoor Shanmoogam and Venakatchinan of the same place Inhabitants Defendants —

The Defendant Terovoor Shunmogam 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 Terovoor Shunmogam shall pay unto the Complainant the full and just Sum of Ninety five Star Pags. Fifteen fanams and Sixty Cash Star Pagodas 95.. 15.. 60.. together with all such Interest as now or shall hereafter become due thereon untill full payment is made also all Costs of this Suit —

Per Cur

Translation of a Bond dated 9th Chittra of Chalacrodee Year Answering to Anno Domini 17th April 1783 —

I Shanmogam Son of Terovoor Caulahapa Moodeliar and my Son Venatakistnan both of us of Scalava Tellava Cast of Madras do jointly give this Bond to Ninnyapa Moodeliar Son of Mylay Nallatomby Moodeliar of the same Cast and of the same place that is to say

In Consequence of my urgent occasions I have this day borrowed and received of you the Sum of 150 fifty Star Pagodas Current Money of Madras which Sum I do hereby engage to repay you on Demand with all such Interest as shall or may become due thereon at the Rate of 12 ℔ Ct. p. Annum Commencing from this Month in default of which you are hereby empowered to Recover it by prosecuting in the Honble the Mayors Court to which we are not to Contest with you by filing Demurrer or Plea and Answer but that we are to pay you either jointly or Severally the principal and Interest together with the Charges Attending the Court Thus we Shanmogam and Venatakistnan have given this Bond to Ninnyapa Moodeliar with Our free will and Consent Witnesses Mannepaukum Singapa Moodeliar and Soorah Raumasamy Chetty by them knowledge this Bond was drawn by Shanmogam own Hand Writing —

Witnesses Signed
Mannepaukum Singam
Soorah Raumasamy

(Signed) Shanmogam
Venatakistnan

A true translation as near as can be from the Malabar Language —

Abrm Coby

Kanganaydom

John Wilkinson

Mayors Court at Madraspatnam } { Tuesday the 30th Day of November Anno Domini 1790 —

Present

James Call Esquire Mayor
William Webb — Josias Dupre Porcher
and
Andrew Ross — Aldermen!

Between Ninnyapa Moodeliar of Madras Inhabitant Complainant and Terovoor Shanmogam and Venatakistnan of the same place Inhabitants Defendants —

The Defendant Terovoor Shanmogam 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 Terovoor Shanmogam shall pay unto the Complainant the full and just Sum of Ninety five Star Pags. Fifteen fanams and Sixty Cashs Star Pagodas 95. 15. 60. / together with all such Interest as now due shall hereafter become due thereon untill full payment is made also all Costs of this Suit —

By Cur

and Pagodas Fifteen made to allow and Exchange into Star Pagodas and Fanams — Pagodas Fifty Five and Fanams Fifteen Sixty Cash Interest due thereon to the Twelfth Instant and Pagodas Ninety five Fanams Fifteen Sixty Cash Interest due thereon to this day Amounting in the whole to Pagodas One hundred and Fifty one Fanams Thirty Cash Star Pagodas for which Sum I have this day drawn upon you my Bill of Exchange payable at Sight to Mr Thomas Parker or Order for Pagodas One hundred and Fifty one Fanams Thirty Cash Star Pagodas and you are hereby desired to Honour the same when presented and charge the Amount to my Account as per Advice

Pagodas One hundred and Fifty one Fanams Thirty Cash Star Pagodas

Madras 12th November 1790

(Signed) Venkatakistnan

To Mr Thomas Parker
Merchant
Fort St George

Know all Men by these Presents that I Shanmoogam Mudeliar of Fort St George Merchant am held and firmly bound unto Venkatakistnan Nenyapah Mudeliar of the same place Merchant in the Sum of Pagodas One hundred Fifty Pagodas to be paid to the said Venkatakistnan Nenyapah Mudeliar his Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and dated this 17th day of April in the Year of our Lord One thousand Seven hundred and Eighty three

The Condition of this Obligation is such that if the above bounden Shanmoogam his Heirs Executors Administrators or any of them shall and do well and truly pay or cause to be paid unto the above named Venkatakistnan Nenyapah Mudeliar his Executors Administrators or Assigns the full Sum of Pagodas Fifty Pagodas of Current Coin of the Star Pagodas with Interest for the same at the Rate of Twelve per Cent per Annum on or before the Seventeenth day of April which will be in the Year of our Lord One thousand Seven hundred and Ninety then this Obligation to be void and of none Effect or else to remain in full Force and Virtue

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

(Signed) Shanmoogam

(Signed) Thomas Parker
(Signed) Thomas Hall

Fort St George Nov.r 12th 1790 —

Sir Please draw Bill to my Address
for the Ballance of Account Current
Sum Pagodas One hundred and Fifty one Fanams Thirty Cash
Star Pagodas —

Your Obed.t Servant
(Signed) Shanmoogam

To Mr Thomas Parker
Merchant —

Fort St George Nov.r 12th 1790 —

Sir Please to Honour my Bill of Exchange drawn this day in favour of Mr Venkatakistnan Nenyapah Mudeliar for Pagodas One hundred and Fifty one Fanams Thirty Cash Star Pagodas and charge the same to my Account

Your Obed.t Servant
(Signed) Shanmoogam

To Messrs Thomas Parker & Co.
Merchants
Fort St George

Fort St George Nov.r 12th 1790 —

Sir Please to Honour my Bill of Exchange drawn this day in favour of Mr Venkatakistnan Nenyapah Mudeliar for Pagodas One hundred and Fifty one Fanams Thirty Cash Star Pagodas and charge the same to my Account

Your Obed.t Servant
(Signed) Shanmoogam

To Messrs Thomas Parker & Co.
Merchants
Fort St George

Dr Shanmoogam and Vencatakistnan in Account with Nenyapah Moodeliar Cr

1783.					1790					
April.	17th	To the Amount of your Bond or Obligation bearing date this day		50.. ..	Nov.r	12th	By Balance due to me		95.. 15.. 60..
1790										
Nov.r	12th	To Interest on D.o from 17th April 1783. to this day being 7 Yrs 6 Mths & 24 Days @ 12 p.r Cent p.r Annum		45.. 15.. 60..						
		Pagodas		95.. 15.. 60..			Pagodas		95.. 15.. 60..

Madras 12th Nov.r 1790

E.E. (Signed)

a true Copy
John Wilkinson
Attny for Complainant

Translation of a Bond dated 9th Chittrai of Sarbaravedra year Answering to Anno Domini 17th April 1783 —

I Shanmugam Son of Terovoor Vaidalapa Moodeliar and my Son Venkatakistnan both of us of Valava Vellava Cast of Madras do jointly give this Bond to Ninnyapa Moodeliar Son of Mylay Nallalamby Moodeliar of the same Cast and of the same place that is to say

In Consequence of my urgent Occasions I have this day borrowed and Received of you the Sum of 50 fifty Star Pagodas Current Money of Madras which Sum I do hereby engage to repay you on Demand with all such Interest as shall or may become due thereon at the Rate of 12 p.Ct p. Annum Commencing from this Month in default of which you are hereby empowered to Recover it by proceeding in the Honble the Mayors Court to which we are not to Contest with you by filing Demurrer or Plea and Answer but that we are to pay you either jointly or Separately the principal and Interest together with the Charges Attending the Court Fees we Shanmugam and Venkatakistnan have given this Bond to Ninnyapa Moodeliar with Our free will and Consent Witnesses Shanmugasundram Singapa Moodeliar and Soorah Ramanarainy Chetty by their knowledge this Bond was drawn by Shanmugam with Hand Writing —

(Signed) Shanmugam
Venkatakistnan

Witnesses Signed
Shanmugasundrum Singam
Soorah Ramanarainy

A true translation as near as can be from the Malabar Language —

Ranganaydom
Interpreter

A true Copy
John Wilkinson
Atty for Compt —

Mayors Court at Madraspatnam } Tuesday the 30th Day of November Anno Domini 1790 —

Present
James Hall Esquire Mayor
William Webb — Josias DuPre Porcher and Andrew Ross — Aldermen!

Between Ninnyapa Moodeliar of Madras Inhabitant Complainant and Terovoor Shanmoogam and Venkatakistnan of the same place Inhabitants Defendants —

The Defendant Terovoor Shanmoogam 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 Terovoor Shanmoogam shall pay unto the Complainant the full and just Sums of Ninety five Star Pags. Fifteen fanams and Sixty Cash / Star Pagodas 95.. 15.. 60.. / together with all such Interest as now or shall hereafter become due thereon untill full payment is made also all Costs of this Suit —

Yours

Filed the 22d. November 1790.

To the Honble the Mayors Court
at Madraspatnam

Humbly complaining Sheweth unto this Honble Court your Orator Renegah Pillah of Madras Inhabitant that Varanacy Pallem Buttoo of the same place Inhabitant stands Indebted unto your Orator in the full and just Sum of Two Thousand three Hundred and Fifty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Nine Hundred and Forty Pounds or thereabouts as will more fully and at large appear by Copy of an Account Current and also by Copy of a Mortgage Bond given and granted unto your Orator by the said Varanacy Pallem Buttoo bearing date the first day of June which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Nine payable in Nine Months from the date thereof with Interest at the Rate of Twelve per Cent per Annum thereunto annexed and prayed to be Admitted as part of this his Bill of Complaint the Originals whereof being in your Orators possession and Ready to be produced when Required and your Orator Sheweth that it is further covenanted and agreed by the said Varanacy Pallem Buttoo 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 should in such Default be at liberty to Sue for the same in this Honble Court by which said Agreement and Covenant of the said Varanacy Pallem Buttoo your Orator is at full liberty to Commence an Action and Sue for the payment of the aforesaid debt in this Honble Court According to the Meaning Intent and Construction of the late Majesties Charter now in force Respecting the Prosecution of Suits between the Natives of Madras in the Honble the Mayors Court And Whereas your Orator hath frequently and in an Amicable Manner Requested payment of the said Sum of Two Thousand three Hundred and fifty Pagodas from the said Varanacy Pallem Buttoo —

But now so it is May it please this Honble Court the said Varanacy Pallem Buttoo Obstinately and wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience to the End therefore that the said Varanacy Pallem Buttoo may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things hereinbefore Set forth and Alledged as fully truely and Effectually to all Intents and purposes as if the same were herein again Repeated and particularly Interrogated that he may be decreed to pay unto your Orator the aforesaid Sum of Two Thousand three hundred and fifty Pagodas together with all such Interest as now is or shall hereafter became due thereon also all Costs of this Suit. —

May it please this Honble Court to cause the said Varanacy Pallem Buttoo 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. —

Wy Dibby
Attny Compt.

Fort St George 22d. Novemr. 1790. —
This Bill was Shewn to me between the days of Adjournment let a Summons issue Returnable next Court day. —

Jas Call
Mayor

Dr. Varanacy Pollam Puttoo in Account Current with Rungah Pillah. Cr

1789 June	6	To the Amount Principal of your Mortgage Bond to me of this date	2000	"	"	By Balance due	2350 " "
1790 Nov.	15	To Interest on Do from 1st June 1789 to this day is 1 yr 5 mos 15 Ds @ 12 ℔ Cent ℔ annum	350	"	"		
		Pagodas	2350	"	"	Pagodas	2350 " "

Madras 15th November 1790

C" C"

Rungah Pillah

True Copy

W. Petrie
Asst Secy

Know all Men by these Presents that I Varanacy Pollam Puttoo of Madras Merchant am held and firmly bound unto Rungah Pillah of the same place Inhabitant in the Sum of Two Thousand Three Hundred Pagodas of good current Money of the Coast to the Payment whereof well and truly to be made to the said Rungah Pillah his Exrs Admrs or Assigns I do hereby bind myself my Heirs Executors and Administrators as Witness my hand and Seal this first day of June one thousand seven hundred and eighty nine.

Sealed and delivered in the Presence of us Witnesses Thomas Hall Thomas Hall Junr

Varanacy Pollam Puttoo

Whereas the above bound Varanacy Pollam Puttoo hath this day borrowed and received of the above named Rungah Pillah the full and just Sum of Two Thousand Pagodas of good current Money of Madras, as per Interest at the Rate of twelve per Cent per Annum payable on this Bond from the date thereof and whereas the said Varanacy Pollam Puttoo hath granted assigned and conveyed unto the said Rungah Pillah his Executors Admrs and Assigns the Ground and Premises mentioned in the Mortgage Deed bearing even Date herewith for the Payment of the Principal and Interest in the said Deed mentioned as by the same relation thereunto had may more fully and at large appear Now the Condition of the above Obligation is such that if the said Varanacy Pollam Puttoo his Heirs Executors or Administrators shall and do well and truly pay or cause to be paid unto the said Rungah Pillah his Executors Admrs or Assigns the aforesaid Sum of Two Thousand Pagodas with Interest for the same at the Rate aforesaid on the first day of June which will be in the Year of our Lord One Thousand seven hundred and eighty nine without Fraud Covin or further Delay then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue

Signed Sealed and Delivered in the Presence of us Witnesses Thomas Hall Thomas Hall Junr

Varanacy Pollam Puttoo

Received the Day and Year within written of the within named Rungah Pillah the Sum of Two Thousand Pagodas being the Principal and Interest due on the within Bond

Witness Thomas Hall Thomas Hall Junr

Rungah Pillah

Know all Men by these Presents that I Rungah Pillah of Madras Merchant am held and firmly bound unto Varanacy Pollam Puttoo of the same place Merchant in the Sum of Two Thousand Three Hundred Pagodas of good current Money of the Coast to the Payment whereof well and truly to be made to the said Varanacy Pollam Puttoo his Executors Admrs or Assigns I do hereby bind myself my Heirs Executors and Administrators as Witness my hand and Seal this first day of June one thousand seven hundred and eighty nine.

Sealed and delivered in the Presence of us Witnesses Thomas Hall Thomas Hall Junr

Rungah Pillah

Whereas the above bound Rungah Pillah hath this day lent and received of the above named Varanacy Pollam Puttoo the full and just Sum of Two Thousand Pagodas of good current Money of Madras, as per Interest at the Rate of twelve per Cent per Annum payable on this Bond from the date thereof and whereas the said Rungah Pillah hath granted bargained sold and conveyed unto the said Varanacy Pollam Puttoo his Executors Admrs and Assigns the Ground and Premises mentioned in the Mortgage Deed bearing even Date herewith for the Payment of the Principal and Interest in the said Deed mentioned as by the same relation thereunto had may more fully and at large appear Now the Condition of the above Obligation is such that if the said Rungah Pillah his Executors or Administrators shall and do well and truly pay or cause to be paid unto the said Varanacy Pollam Puttoo his Heirs Executors Admrs or Assigns the aforesaid Sum of Two Thousand Pagodas with Interest for the same at the Rate aforesaid on the first day of June which will be in the Year of our Lord One Thousand seven hundred and eighty nine without Fraud Covin or further Delay then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue

Signed Sealed and Delivered in the Presence of us Witnesses Thomas Hall Thomas Hall Junr

Rungah Pillah

Received the Day and Year within written of the within named Varanacy Pollam Puttoo the Sum of Two Thousand Pagodas being the Principal and Interest due on the within Bond

Witness Thomas Hall Thomas Hall Junr

Varanacy Pollam Puttoo

4

to hold the said piece or parcell of Ground and all and singular other the premisses with the Appurtenances thereunto belonging unto the said Rungah Pillah his Heirs Executors Administrators and Assigns from thenceforth to and for his own proper use and behoof for ever —

Now the Condition of the Obligation is such that if the above bound Varanacy Pollom Pullah his Heirs, Executors, Administrators or Assigns, shall well and truely pay or cause to be paid unto the said Rungah Pillah his Heirs, Executors, Administrators or Assigns, the full and just Sum of Two Thousand Star Pagodas Current Money of Madras together with such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect otherwise to Continue in full and Virtue. —

Signed, Sealed & Delivered
where no Stamped paper is to
be had in the presence of

True Copy
W. B. Webb
Secy to Compt

Mayor's Court at
Madraspatnam

Tuesday the 30th Day of November
Anno Dominii 1790 —

Present

James Call Esquire Mayor
William Webb — Josias Dupre Porcher
and
Andrew Ross — Aldermen!

Between Rungah Pillah of Madras
Inhabitant Complainant and Varanacy Pollom
Pullah of the same place Inhabitant Defendant. —

The Defendant by his Attorney Mr. George Schalmer
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 Thousand Three Hundred
and Fifty Pagodas / Pags 2,350 .. .. / together with all such
Interest as now is shall hereafter become due thereon untill full
payment is made also all Costs of this Suit. —

Per Curr

Filed the 27th Novr 1790

To the Worble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Worble Court your Orator Farnwally Parah of Madras Inhabitant that Soolpoola Bagavaundiah of the same place Inhabitant stands justly and truly Indebted unto your Orator in the full and just Sum of One Thousand One Hundred and Ninety Eight Star Pagodas and fifteen fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Four Hundred and Seventy Nine Pounds Six Shillings and Eight Pence or thereabouts as will more fully and at large Appear by the Said of an Account Current and a Mortgage Bond hereunto Annexed for the Inspection of this Worble 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 Orators Attorney and Ready to be produced when ever this Worble Court shall Require and your Orator further Sheweth unto this Worble Court that he hath frequently and in an Amicable Manner Requested Payment of the said Sum of One Thousand One Hundred and Ninety Eight Star Pagodas and fifteen fanams from the said Soolpoola Bagavaundiah

But now so it is May it please this Worble Court the said Soolpoola Bagavaundiah Colusively and Contrivedly Refuses to Pay the same or to Give your Orator any Manner of Satisfaction Touching the Premises your Orator therefore prays a Genl Writ of such as to this Worble Court shall Appear Agreeable to Equity and good Conscience To this End therefore that the said Soolpoola Bagavaundiah May respond his Corporal Oath to the full true direct and perfect Answer

Sworn before Set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were herein again Repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of One Thousand One Hundred and Ninety Eight Star Pagodas and fifteen fanams with all such Interest as now is or shall hereafter became due thereon also all Costs of this Suit

May it please this Worble Court to Cause the said Soolpoola Bagavaundiah 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 Worble Court at a certain time and place to be by this Worble 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 thereon as to this Worble Court shall seem Meet

Fort Saint George
27th November 1790

P. Walker
Attny for Compltt

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

Jas Call
Mayor

Dr Poolpoola Pagavaenliah in Account Current with Paravelly Pariah ... Cr

1789				1790			
April	1	To Amount of your Mortgage Bond of this date	1000	Nov.	26	By Balance due to me	1198 15
1792							
Nov.	26	To Interest on Ditto to this day being 2 Year 7 Months and 25 days at 12 p Cent p annum	198 15				
		Star Pagodas	1198 15			Star Pagodas	1198 15

Fort St George
26th November 1790.

Errors Excepted
pp

Wm Cosby

P. Walker
Atty for Compt.

Know all Men by these Presents that I Poolpoola Pagavaenliah of Pariah of Vadoor Inhabitant in the Jaghire and Province of Arcot do hereby acknowledge myself to owe unto Paravelly Pariah of the same place Inhabitant in the Pallo Country of the Carnatic Rajahs Dominions Gentoo Pagoda Twelve hundred and Ninety eight 15/16 to be paid to the said Paravelly Pariah his Heirs Executors Administrators or Assigns To which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and dated this Twenty sixth Day of November in the Year of our Lord One Thousand seven hundred and Eighty Nine. —

WHEREAS the above bound Poolpoola Pagavaenliah hath borrowed and Received of the above named Paravelly Pariah the Sum of Gentoo Pagodas One Thousand Star Pagodas as per Bond bearing Date the 1st April 1789 and hath Agreed to pay Interest at the Rate of Twelve Pagodas per Centum per Annum Quarterly also that in case of Failure of Payment of the Interest at the Time appointed the Principal Sum shall become Interest bearing and the said Poolpoola Pagavaenliah hath Mortgaged and doth hereby Mortgage and Assign unto the said Paravelly Pariah his Heirs Executors Administrators and Assigns all that Piece or Parcel of Ground situate lying and being in the Pallo Country aforesaid containing in Length from North to South Two hundred and Forty feet and in Breadth from East to West One hundred and Twenty feet and bounded on the North by the Ground belonging to the Pagoda on the East by the Ground belonging to the Pagoda on the South by the Ground belonging to the Pagoda and on the West by the Ground belonging to the Pagoda as the same is now Fenced round and Planted with Cocoa Trees and Plantains and all Houses Buildings Wells Trees Hedges Ditches Fences Profits Commodities Emoluments and Appurtenances whatsoever to the same belonging or appertaining or therewith now or at any time hereafter used occupied or enjoyed and all the Right Title Interest Claim and Demand whatsoever of him the said Poolpoola Pagavaenliah his Heirs Executors Administrators and Assigns of in to or out of the same or every or any part or parcel thereof with the Appurtenances To have and to hold the said Premises with the Appurtenances unto the said Paravelly Pariah his Heirs Executors Administrators and Assigns from the Day of the Date hereof for and during and until the full End and Term of Seven Years from thence next ensuing and fully to be complete and ended Yielding and Paying therefor unto the said Paravelly Pariah his Heirs Executors Administrators or Assigns the Yearly Rent of Twenty Pagodas at the Feast of Pongal in each and every Year during the said Term without Fraud Delay or Further Demand and if the said Poolpoola Pagavaenliah his Heirs Executors Administrators or Assigns shall pay unto the said Paravelly Pariah his Heirs Executors Administrators or Assigns the full Sum of Gentoo Pagodas One Thousand Star Pagodas on the Feast of Pongal which will be in the Year of our Lord One Thousand seven hundred and Ninety Two then this present Lease shall cease determine and be void and of none Effect but if default shall be made in Payment of the said Principal Sum or the Interest thereof Pagodas and the aforesaid Mortgage or any part thereof at the Time above limited for Payment thereof then and from thenceforth it shall be lawful for the said Paravelly Pariah his Heirs Executors Administrators or Assigns into the said Premises to enter and the same to have again repossess and enjoy as in his or their first and former Estate and the said Poolpoola Pagavaenliah his Heirs Executors Administrators and Assigns thereof and therefrom wholly to exclude and debar and the said Premises with the Appurtenances to Sell Assign and Dispose of at his or their Will and Pleasure and the Money arising by such Sale to Receive and Retain to his and their own Use and Benefit and the said Poolpoola Pagavaenliah his Heirs Executors Administrators and Assigns shall and will from time to time and at all times hereafter upon every Request and at the Costs and Charges in the Law of the said Paravelly Pariah his Heirs Executors Administrators or Assigns make do and execute all such further and other Assurances and Conveyances in the Law for the better and more effectually assuring the said Premises with the Appurtenances unto the said Paravelly Pariah his Heirs Executors Administrators and Assigns as by the said Paravelly Pariah his Heirs Executors Administrators or Assigns or his or their Counsel in the Law shall be reasonably advised or required and the said Poolpoola Pagavaenliah doth hereby for himself his Heirs Executors Administrators and Assigns Covenant with the said Paravelly Pariah his Heirs Executors Administrators and Assigns that he the said Poolpoola Pagavaenliah his Heirs Executors Administrators and Assigns shall and will keep and maintain the said Premises with the Appurtenances in good Tenantable Repair and Condition during the said Term and at the Expiration thereof shall and will yield up the same unto the said Paravelly Pariah his Heirs Executors Administrators or Assigns

Poolpoola

lawfull Authority to prosecute them the said Pedhoola Bagavanniah in the Humble Court of Mayors Court and to sue to Sell and dispose the said House and to pay himself the Principal and Interest of the Bond as well as the Costs of such Suit of the remaind Sale Money would be insufficient to Satisfy the said Principal Interest and Costs then the said Pedhoola Bagavanniah his Heirs Executors Administrators or Assigns his or they to pay and Satisfy the said Paravelly Pariah as fully to the said Pedhoola Bagavanniah having delivered the Title Deeds of the said House to the said Paravelly Pariah. —

Now the Condition of this Obligation is such that if the above bound Pedhoola Bagavanniah his Heirs Executors Administrators and Assigns shall well and truly Pay or Cause to be paid unto the said Paravelly Pariah his Heirs Executors Administrators and Assigns the aforesaid sum of One Thousand Star Pagodas together with such Interest as shall or may become due thereon at the Rate of Twelve per cent p Annum at the Expiration of the limitted time as before Setforth and Expressed then this Obligation to be Void and of no Effect otherwise to Remain in full force and Virtue. —

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

Attorney for
P Walker
Atty for Compt. —

Mayors Court at Madraspatnam } { Tuesday the 30th Day of Novr Anno Domini 1790 —

Present

James Call Esquire Mayor
William Webb Josias DeBrie Porcher
and
Andrew Ross . . Aldermen

Between Paravelly Pariah of Madras Inhabitant Complainant and Pedhoola Bagavanniah of the same place Inhabitant Defendant. —

The Defendant by his Attorney Mr Stephen Popham being in Court and Acknowledging the Justness of the Complainants Demand this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand One Hundred and Ninety Eight Star Pagodas and fifteen fanams Star Pags 1198 15 fs together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit. —

P Cur

Filed 30th Novr 1790 —

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 23rd Day of November Anno Domini 1790 —

Present

James Hall Esquire Mayor

Andrew Ross and Benjn Roebuck Esqrs Aldermen!

Seroomalishy Apparanjee Pillay

vers

Sivendan Mootoo Comrapah Moodelly

Ot & Contra

Mr James Stuart Hall the Attorney for the Original Defendant and Cross Complainant prays Leave to declare Acknowl his Client not having furnished them with either Money or Instructions — Ordered Accordingly — unless Cause be shown to the Contrary by Next Court Day — and it is further Ordered that the Attorney do Serve his Client with a Copy of this Minute of which Service Affidavit is to be made —

A true Extract

J Taylor
Regr

In the Honble the Mayors Court at Madras-patnam —

Between Seroomalishy Apparanjee Pillay of Madras Inhabitant Original Complainant and Cross Defendant and Sivendan Mootoo Comarapah Moodelly of the same place Inhabitant Original Defendant and Cross Complainant —

The Affidavit of John Seamen One of the Serjeants of this Honble Court —

This Deponent Maketh Oath and Saith that he did on the Twenty Seventh day of this present Instant of November Serve the above Named Sivendan Mootoo Comarapah Moodelly the Original Defendant and Cross Complainant with a Copy of the within Extract by leaving the same at his own House —

John Seamen

Sworn to in Court
this 30th Day of November 1790 —

J Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th Day of November Anno Domini 1790 —

Present

James Call Esquire Mayor
William Webb Josias DuPre Porcher
Andrew Ross and Aldermen

Seroomalishy Aparanjee Pillah
vers
Savandan Mootoo Comrapah
Et Contra

Affidavit of John Seamen of Service of Notice on the Original Defendant and Cross Complainant of his Attorney having prayed leave to decline Acting Sworn to in Court Read and filed this day - Ordered that Mr James Stuart Hall be permitted to decline Acting - The Attorney for the Original Complainant and Cross Defendant prays that the Original Defendant and Cross Complainant may by Next Court day Appoint another Attorney to Act for him in the room of Mr James Stuart who has declined Acting - Ordered Accordingly —

Attest Extract

Filed 30th Nov. 1790 -

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 2d day of November Anno Domini 1790.

Present

James Call Esquire Mayor
William Webb Andrew Ross
John Mitford and Aldermen

David MacVeigh
vers
Teagaroy Moodaly
Et Contra

Mr George Chalmer the Attorney for the Original Complainant and Cross Defendant prays leave to decline Acting his Client not having furnished him with either Money or Instructions — Ordered Accordingly unless Cause be Shewn to the Contrary by Next Court day and it is further Ordered that the Attorney do Serve his Client with a Copy of this Minute of which Service Affidavit is to be made —

Attest Extract

J Taylor
Regr

In the Honble the Mayors Court at Madrasapatnam

Between David M.c Veagh of Madras Inhabitant Complainant and Tagaroyah Moodelly of the same place Inhabitant Defendant — & Contra

The Affidavit of John Seawen One of the Serjeants of this Honble Court —

The Above Named Defendant Marketh Cath and saith that he Knows the Original Complainant and Cross Defendant in the Above Cause that he has made every inquiry after the said Original Complainant and Cross Defendant in Order to serve him with a Copy of the within Extract but that he could not find him And this Deponent further Marketh Cath Says that he has heard and verily believes the said Original Complainant and Cross Defendant is not at the present time —

John Seawen

Sworn to in Court
this 30th Novr 1790

J Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th Day of November Anno Domini 1790 —

Present

James Call Esquire Mayor
William Webb — Josias DuPre Porcher
and
Andrew Ross — Aldermen.

David M.c Veagh
vers
Tagaroyah
& Contra

Affidavit of John Seawen of this not being able to find the Original Complainant and Cross Defendant to serve him with Notice of his Attorney having prayed Leave to decline Acting Sworn to in Court Read and filed this day — Ordered that Mr. George Chalmer be permitted to decline Acting — The Attorney for the Original Defendant and Cross Complainant prays that the Original Complainant and Cross Defendant may by next Court day Appoint another Attorney to Act for him in the room of Mr. George Chalmer who has declined Acting Ordered Accordingly — The Attorney for the Original Defend.t and Cross Complainant prays that the Exhibits Marked A & B — delivered into Court in the Proceedings in this Cause may be handed over to the Examiner to Examine Witnesses thereto Ordered Accordingly

Attest Extract

Filed the 15th Octr 1790

To the Hble the Mayors
Court at Madraspatnam

Humbly complaining Sheweth unto this
Hble Court your Orator Thomas Popham of Madras
Merchant that Charles Joseph Douglas also of Madras Merchant
stands indebted unto your Orator in the full and just sum of
One Hundred Star Pagodas Current Money of Madras Making in
Sterling Money of Great Britain at the Rate of Eight Shillings
for every Pagoda the Sum of Forty Pounds together with Interest
thereon from the Seventh Day of September last past as will more
fully and at large Appear by the Copy of a Note of Hand and
the Endorsement thereon hereunto Annexed for the Inspection of this
Hble Court and prayed by your Orator to be taken as part of this his
Bill of Complaint the Original whereof is in your Orators
Possession and Ready to be produced to this Hble Court when
required for your Orator Sheweth that the aforesaid Charles Joseph
the Person to whom the said Charles Joseph Douglas made his
said Note payable hath endorsed the same unto your Orator whereby
your Orator is became legally entitled thereto and to the Monies due
thereon. And your Orator further Sheweth unto this Hble Court
that he hath frequently and in a friendly Manner Requested
the Payment of the said Sum of One Hundred Pagodas —

But now so it is and may it please this
Hble Court the said Charles Joseph Douglas Obstinately and
wilfully Refuses to pay the same or to give your Orator any
Manner of Satisfaction touching the Premises your Orator prays
a general Relief such as to this Hble Court shall appear
agreable to Equity and good Conscience To the End therefore that

that the said Charles Joseph Douglas may upon his Corporal Oath
full true direct and perfect Answer make to all and singular the Matters
and Things herein before Set forth and Alledged as fully truly and Effectually
to all intents and purposes as if the same were here again Repeated and
particularly interrogated And that he may be Decreed to pay unto your
Orator the aforesaid Sum of One Hundred Pagodas with all such Interest
as now is or shall hereafter become due thereon also Costs of the Suit —

May it please this Hble Court to cause the
said Charles Joseph Douglas 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 Hble
Court at a certain time and place to be by this Hble 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 Hble Court shall seem meet —

15th Octr 1790

Thos Pophams
Atty for Complainant

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

Ja.s Call
Mayor

Madras

Madrass 17th Feby 1790

Two Months after Date I promise to pay Miss Agatha Cavanaghy, or Order One Hundred Star Pagodas Value Received —

Witness C. Dorrien

Pay the Contents to Cavanaghy or Order

Nuck on his Order —

Witness Jos. Cox

Jno Upham

Sta Pags 100

Mayor's Court at Madrasspatnam } Tuesday the 30th Day of Novr Anno Domini 1790 —

Present

James Call Esquire Mayor
William Webb Josias Dupre Esquires
and
Andrew Ross Aldermen!

Between Cavanaghy Sweeny Nuck of Madras Merchant Complainant
and Charles Joseph Douglas also of Madras Merchant Defendant —

It appearing by the Records of this Court that the usual Rules had issued for the Defendant to answer the Complainants Bill which he has neglected so to do

Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred Star Pagodas Star Pagodas 100 — / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit — J Call

Filed 30th Novr 1790

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of November Anno Domini 1790 — Present

James Call Esquire Mayor
Andrew Ross James Arbuthnot &
Henry Readhead Aldermen!

Nudambakam Mestry
Mahomed Badooredeen Hoosain Saib admr of Mahomed Auzam
Sultan Peary Durvaud

The Attorney for the Petr Jeibux Singanahe Chitty Administrator of Jeibux Pole Chitty appears and prays that the Respondent may by that Court Day appoint another Attorney to Act for him in the Room of Mr Popham who has had permission to Decline Acting — Ordered Accordingly —

Attest Extract

G. Taylor
Regr

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

Between Julbo Singanah Chitty
Administrator of Julbo Pole Chitty Deceased
Petitioner and Audiambah Mestry Respondent
In the Cause of Audiamba Mestry Complainant
and Mahomed Badoordeen Hoossain Saib
Administrator of Mahomed Auzam Soottan
Poovy Deceased Defendant —

The Affidavit of John Seawen One of the Serjeants
of this Hon^ble Court —

This Deponent Maketh Oath and saith that he did on
the Nineteenth day of this Instant November serve the above
named Respondent with the Extract hereunto annexed by Delivering
a Copy thereof personally to the Respondent —

John Seawen

Sworn to in Court
this 30th Nov^r 1790

G. Taylor
Reg^r

Extract from the Minutes of a Court Held at the
Town Hall on Tuesday the 30th Day of Nov^r
Anno Domini 1790 —

Present

James Call Esquire Mayor
William Webb Josias DuPre Porcher
and
Andrew Ross — Aldermen

Audiambah Mestry
vs
Mahomed Badoordeen Hoossain Saib Administrator of
Mahomed Auzam Soottan Poovy Deceased —

Affidavit of John Seawen of Service of Notice on
the Respondent to appoint another Attorney to Act for him
in the Room of Mr Stephen Popham who has declined Acting
Sworn to in Court Read and filed this Day — The Attorney
for the Petitioner Julboo Singanah Chitty prays that the
Respondent may by next Court day appoint another Attorney
to Act for him and in default thereof that the Matter in dispute
between the Petitioner and the Respondent may be set down for
hearing — Ordered Accordingly —

A true Extract

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

Between Julloo Singanah Chitty
Administrator of Julloo Pole Chitty Deceased
Petitioner and Audiambah Mestry Respondent
In the Cause of Audiambah Mestry Complainant
and Mahomed Badoordeen Hoossain Saib
Administrator of Mahomed Aszam Sadtan
Poory Deceased Defendant —

The Affidavit of John Seawen One of the Serjeants
of this Hon'ble Court —

This Deponent Maketh Oath and saith that he did on
the Nineteenth day of this Instant November serve the above
named Respondent with the Extract hereunto annexed by Delivering
a Copy thereof personally to the Respondent —

John Seawen

Sworn to in Court
this 30th Nov.r 1790

P. Taylor
Reg.r

Extract from the Minutes of a Court Held at the
Town Hall on Tuesday the 30th Day of Nov.r
Anno Domini 1790 —

Present

James Call Esquire Mayor
William Webb Josias DuPre Porcher
and
Andrew Ross — Aldermen

Audiambah Mestry
vs
Mahomed Badoordeen Hoossain Saib Administrator of
Mahomed Aszam Sadtan Poory Deceased —

Affidavit of John Seawen of Service of Notice on
the Respondent to appoint another Attorney to Act for him
in the Room of Mr. Stephen Popham who has declined Acting
Sworn to in Court Read and filed this Day — The Attorney
for the Petitioner Julloo Singanah Chitty prays that the
Respondent may by Next Court day appoint another Attorney
to Act for him and in default thereof that the Matter in dispute
between the Petitioner and the Respondent may be Set down for
hearing — Ordered Accordingly —

A true Extract

Filed in Court
the 30th Novr 1790

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Mylo Sirrapah Moodeliar of Madras Inhabitant, that Poongatoor Nimapah of the same place Inhabitant stands justly and truly indebted unto your Orator in the full and just Sum of Nine Hundred and forty One Pagodas, Three fanams and Ten Cash, Current Money of Madras making into Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Three Hundred and Seventy Six Pounds Eight Shillings and Seven Pence or thereabouts, as will more fully and at large appear by the Copies of an Account Current, Mortgage Bond and a Warrant of Attorney hereunto annexed for the inspection of this Honble Court which your Orator begs leave to Refer to and prays the same may be taken as part of this his Bill of Complaint the Originals whereof are in your Orators possession and Ready to be produced when Required and your Orator further Sheweth unto this Honble Court that he hath frequently and in an amicable Manner Requested Payment from the said Poongatoor Nimapah of the said Sum of Nine Hundred and forty One Pagodas, Three fanams and Ten Cash.

But now so it is May it please this Honble Court the said Poongatoor Nimapah Obstinately and wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises, your Orator therefore prays a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Poongatoor Nimapah may upon his Corporal Oath full true direct and perfect answer make to all and Singular the Matters and things herein before Set forth and alledged as fully truely perfectly and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated unto and that he may be Decreed to pay unto your Orator the aforesaid Sum of Nine Hundred and forty One Pagodas, Three fanams and Ten Cash with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit

May it please this Honble Court to cause the said Poongatoor Nimapah 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

John Wilkinson
Attny for Compt.

This 29th Day of November 1790
This Bill was Shown to me between the days of Adjournment let a Summons issue Returnable Next Court Day

Dr

Poongatoor Nineapah in Account Current with Myla Nineapah Moodeliar Cr

1789					1789				
June	12	To the Amount of your Mortgage Bond bearing Date this day		1125	Oct.	1	By Cash Received in part	333	
1790					1790				
June	23	To Interest on Do from 12 June 1789 to this day is 1 Y 5 M 11 days @ 12 ℘ Cent ℘ Annum		195 16 70	Nov.	23	To Interest on Do from 1 Oct. 1789 to this day is 1 Y 1 M 23 days @ 12 ℘ Cent ℘ Annum	46 13 60	
								379 13 60	
							By Balance due	941 3 10	
		Pagodas		1320 16 70			Pagodas	1320 16 70	

Madras 23d Nov. 1790

E E ℘

A true Copy

John Wilkinson

Addy for Comp.o

Be it known unto all Men by these Presents that I Poongatoor Nineapah of Madras Merchant am held and firmly bound unto Myla Nineapah Moodeliar of the same place Merchant in the Penal Sum of Ten Thousand Star Pagodas Current Money of the Coast to the Payment whereof well and truly to be made to the said Myla Nineapah 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 in Madras this Eighth day of June in the Year of our Lord One Thousand Seven Hundred and Eighty Nine.

WHEREAS the above bound Poongatoor Nineapah hath borrowed and received of the above named Myla Nineapah Moodeliar the full and just Sum of One Thousand One Hundred and twenty five Star Pagodas Current Money of the Coast at the Rate of 12 ℘ Cent ℘ Annum for the Space of One Year and Six Months from the date hereof for the further Security of the Payment of the said One Thousand One hundred and twenty five Star Pagodas and the Interest thereon when due he the said Poongatoor Nineapah hath granted bargained and by these Presents doth grant bargain sell assign transfer and set over unto the said Myla Nineapah Moodeliar his Heirs Executors Administrators and Assigns all that Piece or Parcel of Ground situate lying and being in the Black Town of Madras aforesaid containing in Length from East to West Two hundred and Seventy Feet and in Breadth from North to South One hundred and Seventy Feet be the same more or less and bounded on the East by the Ground belonging to the Heirs of the late Mr Thomas Pybus deceased on the West by the Ground belonging to the Heirs of the late Mr Thomas Pybus deceased on the North by the Ground belonging to the Heirs of the late Mr Thomas Pybus deceased and on the South by the Ground belonging to the Heirs of the late Mr Thomas Pybus deceased which said Piece or Parcel of Ground is delineated in the Plan hereunto annexed and marked with the Letter A and which said Piece or Parcel of Ground the said Poongatoor Nineapah hath purchased of Mr Thomas Pybus deceased by Deed of Sale bearing Date the Twenty Second day of May in the Year of our Lord One Thousand Seven Hundred and Eighty Nine and recorded in Book No. 5 Folio 366 and 367 in the Register Office of Deeds at Fort St George and all Houses Buildings Trees Ways Waters Watercourses Profits Commodities Hereditaments and Appurtenances whatsoever to the said Piece or Parcel of Ground belonging or in any wise appertaining and the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof and all the Estate Right Title Interest Use Property Possession Claim and Demand whatsoever of him the said Poongatoor Nineapah of in and to the same and every Part and Parcel thereof To have and to hold the said Piece or Parcel of Ground and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances unto the said Myla Nineapah Moodeliar his Heirs Executors Administrators and Assigns for ever Provided nevertheless and these Presents are upon the Condition that if the said Poongatoor Nineapah his Heirs Executors Administrators or Assigns shall and do well and truly pay or cause to be paid unto the said Myla Nineapah Moodeliar his Heirs Executors Administrators or Assigns the full Sum of One Thousand One hundred and twenty five Star Pagodas Current Money of the Coast with Interest thereon at the Rate of 12 ℘ Cent ℘ Annum for the Space of One Year and Six Months from the date hereof without Fraud or Delay then these Presents and every Clause and Thing herein contained shall cease determine and be void and of none Effect anything herein contained to the contrary thereof in any wise notwithstanding

Payment are mkaned to the Bro in the Name of Myla Nineapah

Now the Condition of this Obligation is such that if the above bound Peongatoor Nimapah his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Mylah Nimapah Moodeliar his Heirs Executors Administrators or Assigns the full and just Sums of One Thousand One Hundred and Seventy five 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)

Signed Sealed and Delivered
where no Stampt Paper is to be
had in the presence of

A true Copy
John Wilkinson
Attey for Compt —

To Mr James Stuart Hall One of the Attorneys of the Honble the Mayors Court at Madraspatnam or to any other Attorney of the said Court —

These are to Authorize you the Attorney above named or any other Attorney of the said Honble the Mayors Court at Madraspatnam to be held after the expiration of one Three Months from the Date hereof to appear for me Peongatoor Nimapah of Madras Inhabitant my Heir Executors and Administrators or either of them as the case may require at the Suit or instance of Mylah Nimapah Moodeliar of the same place Inhabitant his Executors Administrators or Assigns or any or either of them as the case may or shall require and my Mortgage (Bond Bearing) — Hundred and fifty Star Pagodas Current Money of Madras for securing the certain payment of One Thousand One Hundred and Seventy five Star Pagodas with Interest at the Rate of Twelve p.cent p.annum payable in Three 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 Judgment and suffer a Decree to pass thereupon for the said principal Sum of One Thousand One Hundred and Seventy five Star Pagodas together with Interest and all Costs of Suit and forthwith to cause the said Decree or Judgement of the said Court to be thereupon Entered upon Record and suffer warrant of Execution thereupon to Issue in due form of Law and with full Effect until payment of Debt Interest and Costs of Suit are made —

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 affixed my Seal in Madras this twelfth day of June in the year One Thousand Seven hundred and Eighty Nine. —

(Signed)

Signed Sealed and Delivered
where no Stampt paper is to be
had in the presence of —

A true Copy
John Wilkinson
Attey for Compt —

Filed this 7th Decr 1790

To Mr James Hunt Clerk Sworn of the Mayors Court of Madraspatnam or to any other Attorney of the said Court —

These are to authorize you the said Attorney above Named or any other Attorney of the said Stubbs the Mayors Court at Madraspatnam to be held after the expiration of six Three Months from the date hereof to appear for me Pongatoor Ninnapah of Madras Inhabitant my Heirs Executors and Administrators or either as their Cases may require at the Suit or Instance of Myla Ninnapah Moodelliar of the same Place Inhabitant his Heirs Executors Administrators or Assigns or any one of them at their Cases may or shall require in any Plea or Pleas of Debt Bond Bearing even Date herewith for the Penal Sum of Five Hundred and fifty Star Pagodas Current Money of Madras for Securing the Certain Payment of One Hundred and Twenty four Star Pagodas with Interest at the Rate of Twelve P Cent P Annum Payable in Three Months from the day of the date hereof for Value Received by me and my Heirs and the Name or Names of my Heirs Executors or Administrators to confess Judgment and suffer a Decree to pass thereupon for the Penal Sum of One Hundred and Twenty four Star Pagodas by Reason the Interest and all Costs of Suit so forbearing to be Levied of my Goods and Chattels of the said Court to be thereupon taken in Execution by Virtue of a Warrant of Attorney thereupon to issue and the same to be Levied with full Effect until the Payment of the Debt Interest and Costs are made —

Given under my Hand and Seal in Madras this Seventeenth Day of January in the year One Thousand seven hundred and Ninety —

Signed Sealed and Delivered
In the presence of Samuel Sykes
Read in the presence of —

Tuesday the 7th Day of Decr
Anno Domini 1790 —

Mayor's Court at
Madraspatnam.

Present

James Call Esquire Mayor
Andrew Ross — Henry Chichley Michell
and
Henry Readhead — Aldermen.

Between Myla Ninnapah Moodeliar
of Madras Inhabitant Complainant and
Pongatoor Ninnapah of the same place
Inhabitant Defendant —

The Defendant by his Attorney Mr Stephen Popham
being in Court and acknowledging the justness of the Complainants
Demand this Court doth 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 Nine

Hundred and forty One Pagodas Three fanams and One Cash / Pagl
gth. 2. 1. / 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 —

Yours &c

Filed 7th Decr 1790.

To the Honble the Mayor's Court
at Madrasapatnam

Between Daguty Sitchemdundy Vedamt
Complainant and Davah Somarchey Defdt

The humble Petition of Chagonadah Davah &
Visvanadah Davah —

Most humbly Sheweth

That your Petitioners did on the twenty third
Day of November last file their Petition in this Honble Court
setting forth that your Petitioners were well and truly entitled
to a certain Dwelling House seized on by the Sheriff to satisfy
the Decree passed in this above Cause and praying that he might
be Restrained from Selling the same until your Petitioners
Right had been enquired into, and if the Honble Court should
upon such Enquiry find your Petitioners Claims well founded
that they would then be pleased to Order the Sheriff to take off
his Seals that the Property might be Restored to the Right Owners —

Petition had been filed that is to say on Tuesday the Thirtieth
Day of November last the Honble Court was pleased to make a further
Order thereon by which it was directed that your Petitioners Petition
should be taken off the file and the Sheriff be at Liberty
to proceed with the Sale of the House in question by which said
last mentioned Order your Petitioners conceiving themselves to be much
aggrieved they humbly pray the Honble Court to allow them to
Appeal therefrom to the Honble the Court of Appeals and that
the Sheriff may be Restrained from Selling the Premises for
the usual time of fourteen Days from the Determination
of the Honble Court agreeably to the Charter in all Cases —
of Appeals and in Order that your Petitioners may have an
Opportunity of procuring a Regular Notice from the Court of
Appeals to this Honble Court of their having filed the same —

And your Petitioners as in Duty
bound shall ever Pray —

P Walker
Attyy for Petrs —

Hundred and forty One Pagodas Three fanams and Two Cash / Pay.
9 41. 3. 11. / together with all such Interest as may is or shall
hereafter become due thereon untill full payment is made also all
Cost of this Suit —

Filed 7th Decr 1790.

To the Honble the Mayor's Court
at Madraspatnam

Between Daguty Sitchenadah Vedamant
Complainant and Davah Comarahy Defendt

The humble Petition of Ragonadah Davah &
Veeranadah Davah.

Most humbly Sheweth

That your Petitioners did on the twenty third
Day of November last file their Petition in this Honble Court
setting forth that your Petitioners were sole and truly entitled
to a certain Dwelling House seized on by the Sheriff to satisfy
this Decree passed in this above Cause and praying that it might
be Restrained from Selling the same untill your Petitioners
Rights had been enquired into, and if the Honble Court should
upon such Enquiry find your Petitioners Claims well founded
that they would then be pleased to Order the Sheriff to take off
his Seals that the Property might be restored to the Rightful
Owners. —

Petition had been filed that is to say on Tuesday the Thirtieth
Day of November last the Honble Court was pleased to make a further
Order thereon by which it was directed that your Petitioners Petition
should be taken off the file and the Sheriff be at Liberty
to proceed with the Sale of the House in question by which said
last mentioned Order your Petitioners conceiving themselves to be much
aggrieved they humbly pray the Honble Court to allow them to
Appeal therefrom to the Honble the Court of Appeals and that
the Sheriff may be restrained from selling the Premises for
the usual time of fourteen Days from the Determination
of the Honble Court agreeably to the Charter in all Cases —
of Appeals and in Order that your Petitioners may have an
Opportunity of procuring a Regular Notice from the Court of
Appeals to this Honble Court of their having filed the same. —

And your Petitioners as in Duty
bound shall ever Pray. —

P Walker
Atty for Petr —

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th day of November Anno Domini 1790 —

Present

James Call Esquire Mayor
William Webb — Andrew Ross
John Mitford — Henry Phyn Mitchell
James Amos — Henry Readhead
and
Benjn Beebuck — Aldermen

Daddy Nafsarwanjee by his attornies William Balfour John Spalding and Oliver Coltt —

vers

Richard Legge Willis

A further time of One Week for the Return of the Warrant of arrest issued against the Defendants Body prayed for and Granted —

Wm Peter Walker Attorney for the Defendant prays that the Defendant may be Admitted to file Common Bail the Bill of Complaint and Affidavit with the Exhibits delivered into Court not being sufficient to hold the Defendant to Special Bail and prays that the Proceedings may be Read — The Attorney for the Complainant Objects to the prayer now made by the Attorney for the Defendants being Received because a Warrant of arrest has issued against the Defendant which has not been Returned he therefore has not Obeyed the Process of this Court he further Objects to the Proceedings being Read in directing a motion for Bail

which

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 7th Day of December Anno Domini 1790 —

Present

James Call Esquire Mayor
Andrew Ross — Henry Chichley Mitchell
and
Henry Readhead — Aldermen

Dagutt Satchemudelly Nelacunt

vers

Dawar Comerabey

Petition of Ragonada Dawey and Timmanada Dawa praying leave to appeal from the Order of Court of last Court Day Read and filed — Ordered that the Petitioners be at Liberty to appeal from the Order of Court of last Court Day Agreable to the prayer of the Petition. —

A true Extract

which would be entering into the Merits of the Cause Contrary to every established Principal of Law for as much as it would be throwing a Slur upon the Plaintiffs Cause which ought to come before fairly to Trials without Prejudice. Ordered that the Motion now made by the Attorney for the Defendant in some manner be Determined before the full Court Summoned to be held on Tuesday Next and it is further Ordered that the Several Papers which have been exhibited in this Cause with this Extract from the Minutes of this Day be Sent Round for the perusal of the Members —

A true Extract

J. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 7th Day of December Anno Dominii 1790 —

Present

James Call Esqr Mayor
Andrew Ross Henry Chichley Nicholl
and
Henry Readhead Aldermen

Mr. Alexr Porcher being intended goes off the Bench

Daddy Nasarvanjee by his Attornies Wm Barbour John Spalding & Oliver Coates

vers

Richard Legge Willis

Day Read. —

The Court having taken the same into Consideration it is Ordered that the Motion made last Court day by the Attorney for the Defendant be Own Ruled. —

A true Extract

Filed Decr 16th 1790

To the Honble the Mayors Court at Madraspatnam —

Between Agavally Sather of Madras Inhabitant Complainant and Shake Bawy of the same place Inhabitant Defendant —

The Humble Petition of Bertia Saib Beeby

Sheweth

That some time on or about the Seventh day of February which was in the year of Christ One Thousand Seven Hundred and Eighty Six a Warrant of Execution under the Seal of this Honble Court did Issue against the Defendant in the above Cause Directed to the Sheriff of Fort St George Towns of Madraspatnam and the Districts thereof Requiring and Commanding him to Seize upon the Goods Chattels and Effects of the said Defendant and to levy the Amount of the Complainants Demand therefrom by Virtue of which writ of Execution the said Sheriff did Seize upon a Certain House and Ground Situated Lying and being in Mootial

Pollard and Voddacauley Street under a Pretence that it was the Property of the said Defendant and Advertized the same for Sale Whereas your Petitioner Sheweth that it is justly and truely belongs to Her That your Petitioner in Order to Prevent Her Property being unjustly Sold and Disposed of Applied to Mr. Charles Baker then One of the Attorneys in this Honble Court who Immediately filed a Petition for and on behalf of your Petitioner Praying that the Sheriff might be Restrained from Selling the Premises and that your Petitioner might be put in quiet and Peaceable Possession thereof &c.

That Agavally Sahir the Complainant in the said Cause became Respondent thereto and duly filed his Answer through and by the means of Attorney at Law the late Mr. Charles Bromley wherein the said Agavally Sahir Claimed a Claim to a Moiety the Premises under and by Virtue of a Pretended Mortgage Deed to him given by the said Defendant

That Agave did join in the said Matter and Rules prayed for the Examination of Witnesses which was had Examined their Respective evidences Publication passed &c. at which Stage the Cause stood when the said Respondent Died by Reason whereof the Cause became abated.

And your Petitioner further Humbly Sheweth that her Attorney at Law the said Mr. Charles Baker died afterwards depart from this Place and Proceeded to England without Reviving the said Suit and by Reason of your Petitioner extreme poverty She has been utterly Deprived of the means of bringing the said Cause to a Hearing equally from her inability to employ an Attorney as to Prosecute and get Possession of her Papers by Discharging the said Mr. Bakers

your Petitioner further Sheweth that She has been lately Served with a Summons of Revivor under the Seal of this Honble Court at the Instance of Sarquis Satures Administrator of the Estate and Effects of the said Agavally Satier Requiring and Commanding your Petitioner to appear and Shew Cause if any She had why the said Cause and Proceedings thereon should not stand Revived and be in the same Plight and Condition as they were at the time of abatement.

Your Petitioner humbly Sheweth from the aforesaid Cause Namely her extreme Poverty that She is unable to Employ an Attorney as will more fully appear by the Annexed Affidavit and therefore your Petitioner must Suffer irreparable Prejudice at the Hearing of Her said Cause for want of an Attorney to Plead the same unless She is admitted in forma Pauperies and which from her distressed Situation She Humbly Trusts this Honble Court will be graciously Pleased to allow of.

your Petitioner therefore most Humbly Prays that this Honble Court will be pleased to Admit her in forma Pauperies and that She may have an Attorney assigned to Her to Plead Her Cause and as in Duty bound your Petitioner will ever Pray

In the Honble the Mayors Court at Madraspatnam

Between Agavelly Sature of Madras Inhabitant Complainant and Shake Barry of the same place Inhabitant Defendant

The Affidavit of Butta Saib Bebby Witness in the above Cause —

This Deponent Maketh Oath and Saith that She is not worth the Sum of Five Pagodas in all the World the Matter in this Cause only excepted. —

The ✕ mark of Butta Saib Bebby

Sworn to in Court this 14th December 1790

The above Contents having been Explained by Ranganaiken Court Interpreter. —

J. Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 14th Day of December Anno Domini 1790 —

Present

James Call Esquire Mayor
Andrew Ross & John Stratford
Aldermen

Sarguis Sature Administrator of Agavelly Sature Deceased
Vrs
Shake Barry

Petition of Butta Saib Bebby with an Affidavit Sworn to in Court this day praying to be Admitted to Sue in Forma Pauperis and that an Attorney may be Ordered to Act for her Read and filed this Day — Ordered that Mr. George Gealmer do Act as Attorney for the Petitioner and that the Proceedings in this Matter do Stand Revived — The Attorney for the Complainant acquaints the Court that the Warrant of Arrest prayed for did not issue: —

A True Extract

Filed 11th December 1790.

To the Worshipful the Mayors Court
at Madraspatnam

Humbly complaining Sheweth unto this Worshipful Court your Orator Dennis Cremon of Madras Inhabitant that Cangiveram Bumarayah of the same place Inhabitant stands justly and truly indebted unto your Orator in the full and just Sum of Three Hundred and Eighty Seven Star Pagodas Thirty Three fanams and forty Eight Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and fifty five Pounds and five Shillings or thereabouts as well manifestly and at large appear by the Copies of an Account Current and a Mortgage Bond hereunto annexed for the Inspection of this Worshipful 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 and Ready to be produced whenever this Worshipful Court shall require and your Orator further Sheweth unto this Worshipful Court that he hath frequently and in an Amicable Manner requested payment of the said Sums of Three Hundred and Eighty Seven Star Pagodas Thirty three fanams and forty Eight Cash from the said Cangiveram Bumarayah Condapah ——

But now so it is May it please this Worshipful Court the said Cangiveram Bumarayah Condapah 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 unless to this Worshipful Court

And therefore that the said Cangiveram Bumarayah Condapah may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and alledged as fully truly and effectually to all intents and purposes as if the same were herein again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Three Hundred and Eighty Seven Star Pagodas Thirty Three fanams and Forty Eight Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit ——

May it please this Worshipful Court to cause the said Cangiveram Bumarayah Condapah 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 Worshipful Court at a certain time and place to be by this Worshipful Court prefixed and appointed then and there to Answer this your Orator Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Worshipful Court shall Seem meet ——

Fort St. George 11th December 1790.

P. Walker
Atty for Compt ——

This Bill was Shewn to me in the Days of Adjournment let a Summons issue returnable next Court Day

Jas Call
Mayor

Dr. Conjeveram Bramanypah in Account Current with Dennis Brandon. Cr

2d	To Cash lent you on the Mortgage Bond		300.			1790 Dec.r 11.	By Ballance due to me this Day		387.	33. 62½
11th	To Interest on D.o for 2 Years 6 Months and 8 Days @ 12 ℘ Cent.		87.	33. 62½						
	Pagodas		387.	33. 62½			Pagodas		387.	33. 62½

Madras 11th Decembr 1790

E. E. Dennis Brandon

Pr. Dennis Brandon

Abm. Ch. Walker

Attr. for Compt.

Know all Men by these Presents, that I Conjeveram Bramanypah inhabitant and Farmer living under the Bridge of Madras called Vepery do hereby bind and oblige myself my Heirs Executors and Administrators to Dennis Brandon his Heirs Executors Administrators or Assigns the Sum of Three Hundred Rupees to the Payment whereof I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents. Sealed with my Seal and dated this 11th Day of December in the Year of our Lord One Thousand seven Hundred and Ninety Eight.

Whereas the above bound Conjeveram Bramanypah Coliputchi hath this day borrowed of the above named Dennis Brandon the Sum of Three Hundred Rupees for which he has executed to him a Bond bearing Date the 2d Instant payable with Interest at the Rate of twelve per Cent per Annum from the Date thereof as by the said Bond may more fully appear Now the Condition of the above written Obligation is such that if the above bound Conjeveram Bramanypah Coliputchi his Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Dennis Brandon his Heirs Executors Administrators or Assigns the full and just Sum of Three Hundred Rupees together with Interest thereon at the Rate aforesaid on or before the Expiration of Twelve Calendar Months from the Date hereof then the above written Obligation to be void or else to remain in full force and Virtue.

Sealed and Delivered in the Presence of

Signed Sealed and Delivered in the Presence of

Conjeveram Bramanypah

Dennis Brandon

Attr. for Compt.

Know all Men by these Presents that I Bissiemanuel
Buemaroyah Condapah Do hereby acknowledge to have Mortgaged
unto the said Dennis Brandon of the same place his Heirs
Executors Administrators or Assigns my House & Ground
Tenements and Hereditaments Gardens & Fruit Between the Houses
of Sridharapilly Iyanah Chitty and Street Pandapah
Chavoo Sah and all Appurtenances Thereto by Belonging
further & Lawfully unto the said Dennis Brandon & Heirs
Deed of Sale No 9039 of this said House for a Consideration
of the aforesaid Sum of Three Hundred & Star Pagodas and
Interest Hereafter Shall become due thereon Dated at
Madras this Third Day of July One Thousand Seven
Hundred and Eighty Eight

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

Thos Raby
Jno Walker
Atty for Complt

Mayors Court at Madraspatnam } Tuesday the 11th Day of Decemr Anno Domini 1790

Present
James Call Esquire Mayor
Andrew Ross and John Mitford
Aldermen

Between Dennis Brandon of Madras
Inhabitant Complainant and Tanjeveram
Buemaroyah Condapah of the same place
Inhabitant Defendant

The Defendant being in Court and Acknowledging
the Justness of the Complainants Demand this Court doth
therefore think fit to Order and Decree and doth Accordingly
Order and Decree that the Defendant shall pay unto the Complai-
nant the full and just Sum of Three Hundred and Eighty
Seven Star Pagodas Thirty Three fanams and forty Eight Cash
Star Pags 387 33 48 together with all such Interest as
now is or shall hereafter become due thereon until full pay-
ment is made also all Costs of this Suit

Jno Call

Filed the 14th Dec.r 1790

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th Day of November Anno Domini 1790 —

Present

James Call Esquire Mayor
William Webb & Jos.h Dacres Porcher
and
Andrew Ross Aldermen

Audambah Mestry
vers.s
Mahomed Badoordeen Hoosaine admr of Mahomed Sooltan
Syory Deceased

Affidavit of John Seaven of Edmund &c. Shewing
the Respondent to Appoint another Attorney to Act for him in
the Room of Mr Popham who has Declined Acting &c. and
to be Filed and filed this Day. The Attorney for the
Petitioner Judoo Singanah Chitty Sworn that the Respondent
may by next Court day Appoint another Attorney to Act for
him and in default thereof that the Matter and Dispute between
the Petitioner and the Respondent may be Set down for Hearing &
Ordered Accordingly — Attest Extract

J. Taylor
Regr

In the Honble the Mayors Court
at Madraspatnam

Between Judoo Singanah Chitty
Administrator of Judoo Pole Chitty
Deceased Petitioner and Audamba Mestry
Respondent for the Estate of Audambah
Mestry Complainant and Mahomed
Badoordeen Hoosain Administrator of
Mahomed Nuzam Sooltan Syory Deceased
Defendant

The Affidavit of John Seaven One of the Serjeants
of this Honble Court —

This Deponent maketh Oath and Saith that he did on
this Sixth Day of this Instant December Serve the above named
Respondent with an Extract hereunto annexed by leaving a Copy
thereof at his Dwelling House. —

John Seaven

Sworn to in Court
this 14th December 1790. —

J. Taylor
Regr

1486.

(1)

Extract from the Minutes of the Court held at the Court House Hall on Tuesday the 16th Day of December Anno Domini 1790 —

(2)

Present

James Ball Esquire Mayor

Andrew Ross and John Mitford

Aldermen.

Mudarrubah Mestry

alias

Mahamed Badooradun Shoshain Administrator of the Estate and

Effects of Sultan Tipoo Deceased

Petitioner

against

Affidavit of John Seaton of Calcutta Esquire

upon the Respondent to appoint another Attorney to defend

him and indefault thereof that the Matter in dispute between

the Petitioner and the Respondent will be set down for

hearing Sworn to in Court Read and filed this Day (viz.)

That the Matter between the Petitioner Abdoo Gunnah

Chitty Administrator of Abdoo Ooh Chitty Deceased and

the Respondent be set down for hearing) —

A true Extract