

Block 7

Rack No.

Shelf

Serial No. 11

General

To all the st Do You know the Parties Complainants and Defendants in the Little
things of these Interrogatories named or any of them? If Yes, how long have You so
known them or any and which of them? Declare

To James Johnson and Mootiah ^{2d} Did You or did You not know William Martin Goodlad's
Deceased in his Lifetime? If Yes, are You or are You not
acquainted with his said William Martin Goodlad's Hand Writing,
If Yes, is or is not the Name W. M. Goodlad's or subscribed to each of the
Paper Writings now produced and shown to You at this the time of Your Examine-
tion Marked A, B and E. of his the said William Martin Goodlad's Hand
Writing, And do You or do You not know or believe that all the said Paper Writing
Marked E. is or is not of his the said William Martin Goodlad's Hand Writing?
The whole of these Matters according to the best of Your knowledge Remembrance
and belief fully and Particularly Declare

To Ditto ^{3d} Do You know of any other matter or thing have You heard or can You
set forth anything touching the Matters in Question in this Cause that may
tend to the benefit or Advantage of the Complainants? If Yes, Declare the
same as You know have been informed or do believe together with the reasons
of such Your belief as fully as if You had been thereunto Particularly Interro-
gated

John Sykes
Att^y Complainants

MR
N^o 3

Account of a Chest of Coral Beads Marked and Numbered as
Margin Received of His Duke of Albany John Howard Commandant
1772 in Account of Jacob Marsh and Raphael Franco

Coral Beads	1000	22	16	30
Gross as 12 Puddles 176	2	12	3/4	
Minus 24 D ^r	175	6	6	3/4
				22 16 30

Charges Merchandize	163	12	6
Commission	6	12	2
Consulage	12	20	
Custom	9		
Landings the Chest			
			357 17 8

Nett Proceeds 2007 8 32

Fort St George 19th July 1772.
E. E. of W. M. Goodlad

This Paper Writing Marked A was shown to W^m James Johnson
and Mootiah at the respective times of their Examination before me in a
certain Cause wherein Jacob Marsh and Raphael Franco are Complainants
and Francis Jordan Defendant on the 24th Feb^y and 21st July 1772. Attest
1772

J. Welch
Exam^r

764.

To all the ^{1st} Do You know the Parties Complainants and Defendant in the title
Witnesses of their Interrogatories Named or any of them, If Yes, how long have You so
known them or any and which of them? Declare

Knows them or any and witness of them. Declare
I, James Johnson and
Moolah ----- Do Did You or did You not know William Martin Goodlad
Deceased in his Lifetime of His, Are You or are You not
acquainted with his the said William Martin Goodlad's Hand Writing,
If Yes, For is not the Name W. M. Goodlad Subscribed to each of the
Paper Writings now produced and Shown to You at this the time of Your Examina-
tion Marked A. B. and C. of his the said William Martin Goodlad's Hand
Writing And do, You or do You not know or believe that all the said Paper Writing
Marked E. is or is not of his the said William Martin Goodlad's Hand Writing.
The whole of these Matters according to the best of Your knowledge Remembrance
and belief fully and Particularly Declare

and fully and particularly Declare
to Dillo. 3. Do You know of any other matter or thing have You heard or can You
afford anything touching the Matters in Question in this Cause that may
tend to the benefit or Advantage of the Complainants. If Not, Declare the
same as You know have been informed or do believe together with the reasons
of such Your belief as fully as if You had been thereunto Particularly Interro-
gated.

John Bykes
Atty Complainant

764

MR
A.3

Account of the Post Office Road Marked and Numbered of
 Money Received of His Duke of Albany John Howard Commandant
 1772. with account of Jacob Marsh and Raphael Franco

[illegible]

This Paper Writing Marked **A** was shown to Mr. James Johnson
and Hostial at the respective times of their Examination before us in a
certain cause wherein Jacob Mosch and Raphael France are Complainants
and Francis Jordan Defendant on the 21st Feb. and 21st July Anno Domini
1778.

J. Welch
Examr.

ME
N. 1.

Account Sale of List of Coral Beads Marked and Numbered as of
Margin Received of Ship Nottingham Peter Leake's Commanded
1772 in Account of Jacob Mosch and Raphael Franco

Coral Beads

Cropeas 12. Beads 176. 3. @ 13. 1/2 per Doz	2292. 12. "
Muscas 24. Do. 176. 2. @ 13. 1/2 per Doz	1123. 15. "
Charges Merchandise	3415. 27. "
Commission	170. 28. 28
Custom	123. 11. "
Consulage	63. 11. 27
Landing the Chest	4. "
	362. 23. 55
With Procents 177. 9. "	3038. 3. 25

Fort St. George the 7. Sept. 1772
E. E. & M. H. Goodlad

B.

This Paper Writing Marked B. was shown to Mr. James Johnson
and Mr. Leake at the respective times of their Examination before us in a
Court Case wherein Jacob Mosch and Raphael Franco are Plaintiffs
and Francis Lundan Defendant on the 24th Feb. 7 and 21st July Anno
Domini 1778

J. Welch

Caam^{er}

To Messrs Jacob Mosch & Raphael Franco

Gentlemen

I have the Pleasure to Acknowledge the Receipt of Your Letters
of the 8th December 1771. January 1772. and 10th February of the same Year together
with the following Chests of Coral.

ME imported of Nottingham

N. 1.

GF

M

N. 2.

ME

N. 3.

FF

N. 1.

imported of Duke of Albany

imported of Nagasaki

of these Chests the first and third have been
disposed of and I have the Satisfaction to enclose to You the Account Sales I have
done the best for You in this Business, and I hope my Conduct will meet with
Your Approbation. The other two Chests remain in hand but You may be assured
that I will use my utmost Endeavours to dispose of them to Advantage, and to transmit
You the Account by the earliest Opportunity.

The Nottingham is daily Expected
from Bengal to be sent to England there are yet no Diamonds Arrived but the
Numerous Price keeps up it is thought they will fall 10% of Cost by the January
Dispatch. Coral is Always sold at three Months Credit, and You will observe by
the Account Sales that the Trust is not yet expired however, should Diamonds of
the Opportunity You require offer at reasonable Rates, I will make You the Returns
at any rate You may depend upon having full Returns in January - my Returns
shall at least bear an equal Proportion with others - If I can do better for You,
I will. Coral is in great Demand, and yet I think that all Circumstances
considered I have made good Sales. Your Observation will respect to the Superior
of 1st of Mosch's Coral has proved good with respect to the two Chests sold, and

I believe You will find by my Account Sale that You have had just the same You in the Disposal but the two Flasks remaining are not of equal Quality with the Sold.

I do not wish to keep Your Money in my Hands on the contrary, You will find me ready to embrace every Opportunity of making the Returns but should the money remain longer in my Hands than two or three Months after Payment, I will allow You the Interest of 5% per Annum. My Station will enable me to do this with Security to myself, and therefore I consent to it otherwise I would not, for the Loss & Safety sustained by many of us from People who were regarded in ample Circumstances becoming Bankrupts, is sufficient to deter others who have not the same Advantage.

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

It is now so late in the Year that it is thought the Nothingham cannot be dispatched before December. Mr. Jordan having been for some Months bound to Madraspatnam Your Consignment has fallen to me alone, and I hope to hear that I have acted to Your Approbation this being the most full I remain.

Fort St. George
2. October 1772

Y^r Obedient Servant
from the Office of first Surgeon

Gentlemen

Your Most Obedient humble
Servant
W. M. Goodlad

Truly Yrs
W. M. Goodlad
Atty. Regt.

This Paper Writing, Marked E. was shewen to Mr. James Johnson and Most Noble & the respective times of their Examination before me in certain Cause wherein Jacob Mouch and Raphael Franco are Complainants and Francis Jordan Defendant the 2^d 11th 21st July 1778

J. Welch
Exam^r

Mayor's Court at Madraspatnam Between Jacob Mouch and Raphael Franco of London Merchants by their Attorney John Maxwell Esq. and James Hodgson Esq. Complainants and Francis Jordan of Fort Saint George Esq. Defendant On the Part of the Complainants

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

1st Mr. James Johnson of Madras Inhabitant Aged 34 Years or thereabouts before Produced as a Witness in this Cause on the Part of the Complainants was on the 21st Day of July 1778. Signified at the Office of Mr. Charles P. Bramley who is Atty for the Defendant by sundry of my Servant who also left him a Note of the Name Little and place of Abode of the said Depovent and afterwards on the same Day being sworn and Examined Depovent was as followeth

1st To the first Interrogatory this Depovent said, that he doth know the Complainants by name as considerable Dealers inerals but that he doth personally know the Defendant Francis Jordan in this Cause and that he hath so known him thirteen Years or thereabouts And more said to the Interrogatory

2nd To the second Interrogatory this Depovent said, that he did know William Martin Goodlad Deceased in his Lifetime and that this Depovent

I believe You will find by my Account Sale that You have had justice done You in the Disposal but the two Cloths remaining, are not of equal Quality with the Sold.

I do not wish to keep Your Money in my Hands - on the Contrary, You will find me ready to embrace every Opportunity of making the Returns - but should the Money remain longer in my Hands than two or three Months after Payment, I will allow You the Interest of 5% per Annum. My Station will enable me to do this with Security to myself, and therefore I consent to it otherwise I would not, for the Losses lately sustained by many of us, from People who were regarded in ample Circumstances bearing Rank & Credit, is sufficient to deter others who have not the same Advantages.

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

It is now so late in the Year that it is thought the Nothingham cannot be dispatched before December. Mr. Jordan having been for some Months removed to Manipatam, Your Commission has fallen to me alone, and I hope to hear that I have acted to Your Approbation this being the end full remain.

Fort George
2. October 1772

I have kept to the Cape
from thence off first Envoiance

Gentlemen

Your Most Obedient humble
Servant
W. M. Goodlad

Truly
H. J. Du Ruy
Atty Regt

This Paper Writing Marked E was shewen to Mr. James Johnson and Mostred at the respective times of their Examination before me in certain Cause wherein Jacob Muck and Raphael Franco are Complainants and Francis Jordan Defendant the 21st Feb^y 21st July 1778

J. Welch
Exam^r

Major's Court at Madraspatnam Between Jacob Muck and Raphael Franco of London Merchants by their Attorney John Maxwell Stur and James Hodges of Fort Saint George Esquires Complainants and Francis Jordan of Fort Saint George Esq. Defendant
On the Part of the Complainants

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

Mr. James Johnson of Madras Inhabitant Aged 4 Years or thereabouts before Produced as a Witness in this Cause on the Part of the Complainants was on the 21st Day of July 1778. Signified at the Office of Mr. Charles Proulx who is Atty for the Defendant by Sandapahmy Servant who also left him a Note of the Name Little and place of Abode of the said Defendant and afterwards on the same Day being sworn and Examined Depose that as followeth

1st To the first Interrogatory this Deponent saith, that he doth know the Complainants by name as considerable Dealers in Coral but that he doth personally know the Defendant Francis Jordan in this Cause and that he hath so known him thirteen Years or thereabouts And more saith not to this Interrogatory
2^d To the second Interrogatory this Deponent saith, that he doth know William Martin Goodlad Duand in his Lifetime and that this Deponent hath seen very much of the said William Martin Goodlad's handwriting

and is acquainted with it and that the Name Mr. M. Goodlad, set or
 subscribed to each of the Paper Writings now produced and shown to him
 at this time of his Examination. Marked A. B. & E. are to the best of this
 Dependent knowledge of his the said William Martin Goodlad's hand
 Writing and that all the Paper Writing Marked E. is to the best of this
 Dependent knowledge and belief of his the said William Martin Goodlad's
 hand Writing. And more said to him on the Last Interrogatory

J. Welch
 Examr

James Johnson

Court of Appeals
at
Madraspatnam

Saturday the 30th May
Anno Domini 1789

Between Jacob Franco Junior Francis Franco
and Elias Lunde Junior Executors of Raphael
Franco Late of London Merchants Deceased the
Surviving Partners of Jacob Franco Messrs Franco
and Raphael Franco Late of London Merchants
and Copartners by their Attornies Thomas Pelling
and John de Fries of Fort Saint George Merchants
Appellants and Sir John Macpherson Bt
formerly of Fort Saint George Esq^r now one of the
Members of the Supreme Council at Calcutta
William Petrie of Fort St. George Esq^r and Antonio
De Souza of Madras Merchant Respondents

This Cause coming on this day to be heard and debated before
this Court by the Attornies on both sides upon hearing the Petition of Appeal
and Answer and the several Exhibits of the Honble the Mayor's Court
together with the Deeds of the said Court given in this Cause on Saturday the
6th day of November Anno Domini 1788 upon due consideration had
of the Matters therein severally contained and of the Pleadings and Argues
presented by the Attornies on both sides this Court doth think fitt
of the Honble the Mayor's Court do stand Affirmed and that the Appellants
Petition be hence dismissed with Costs

Of Cur Chas. N. White Esq^r

Filed the 31st July 1788

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator William Duffin of Madras Surgeon that Rungarow of the same
Place Inhabitant the Surviving obligor of Malanow late of Madras Inhabitant
Demand stands justly and truly indebted unto Your Orator in the full and
Just Sum of One Thousand Eight Hundred and Sixteen Star Pagodas and
Eight farans Current Money of Madras Making in Sterling Money of Great
Britain at the rate of Eight Shillings for every Pagoda the Sum of Seven Hundred
and Twenty five Pounds five Shillings and four Pence upon a Bond executed
by the said Rungarow and our Malanow since Deceased where the said Runga-
row hath Survived and is thereby become liable to pay the Amount of the
Balance due upon the said Bond amounting to the said Sum of Money as
will more fully and at large appear by the Copies of the said Bond and Account
Current then unto annexed for the inspection of this Honble Court which Your
Orator may be admitted as part of this Your Orator's Bill of Complaint the Original
whereof now being in Your Orator's Custody and ready to be produced to this
Honble Court when he shall be thereunto required and Your Orator further
Sheweth unto this Honble Court that he hath frequently and in a amicable
Manner requested payment from the said Rungarow of the said Sum of One
Thousand Eight Hundred and Sixteen Star Pagodas and Eight farans

But now so it is that he hath this Honble Court that the
said Rungarow obstinately and wilfully refuses to pay the same or to give
Your Orator any Manner of Satisfaction touching the same Your Orator
therefore prays a general Relief such as to this Honble Court shall appear agree-
able to Equity and good Conscience To the End therefore that the said Rungarow
may upon his Oath full true direct and perfect answer make to all
and singular the Matters and Things herein before set forth and Alledge 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 Deemed
to pay unto Your Orator the aforesaid Sum of One thousand Eight hundred and
thirteen Star Pagodas and Eight panna together with all such Interest 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 Rangarow
to be Summoned and required by the Sheriff of Fort Saint George Town of
Madraspatnam and the Districts thereof Personally to be and Appear
before this Honble Court at a certain time and Place to be by this Honble Court
Prescribed and Appointed there and there to Answer this Your Orator's Bill
of Complaint and further to stand to and abide by such Order and Decree
thereon as this Honble Court shall See Meet.

This Bill was shown to me between the Days of
Adjournment and the Complainant having sworn
to the Truth of his Demand and that he shall believe
that the Defendant will abscond or Depart the
Jurisdiction upon hearing that a Bill of Complaint
is filed against him therefore I do Summon Returnable
immediately and a Warrant of Arrest Issue thereon
Fort St. George 31st Day of July 1788.

Edw. Garrison
Mayor

Know all Men by these Presents that M. Mularow and
Rangarow Praminis are held and firmly bound unto William Duffin
Surgeon in the special Sum of four thousand Nine hundred and seventy
Eight Star Pagodas to the payment whereof well and truly to be made to
the said William Duffin his heirs Executors Administrators or
Assigns We do hereby bind ourselves our heirs Executors and Adminis-
trators firmly by these Presents In Witness whereof We have hereunto
Set our Hand and Seal in Madras and Madras this Sixteenth Day

J. Walker
Att^y for Complainant

of February in the Year One thousand Seven hundred and Seventy
Seven
Wherein the above bound Mularow and Rangarow Praminis have borne
witness and Received of the above Named William Duffin the full and just Sum of
Two thousand four hundred and Eighty Nine Star Pagodas to him at Interest at
the rate of Twelve 1/2 per Cent per Annum which is payable in three Months
from the Date hereof.

Now the Condition of this Obligation is such, that if the above
bound Mularow and Rangarow Praminis their heirs Executors Adminis-
trators, or Assigns shall well and truly pay or cause to be paid unto William
Duffin Surgeon his heirs Executors, Administrators, or Assigns the full
and just Sum of Two thousand four hundred and Eighty Nine Star Pagodas
together with such Interest as shall or may become due thereupon, then
this Obligation to be void and of no effect, otherwise to continue in full
force and Virtue.

Signed, Sealed and Delivered where
no stamped Paper is to be had in the presence
of

W. Patterson
Thos. C. Ogilvie
Rama Saramey

Attest
J. Walker
Att^y for Compt^r

Filed the 31st July 1788In the Honble the Mayor's
Court at MadrasnamBetween William Duffin of Madras
Surgon Complainant and Rangarow
The Surviving Obligor of Malarew
Deceased Defendant

The Affidavit of William Duffin the above Named Complainant

This Deponent Maketh Oath and Saith that

the above Named Defendant Rangarow as the Surviving Obligor upon a Bond given by him and One Malarew since Deceased is justly and truly indebted unto this Deponent in the full and Just Sum of One Thousand Eight Hundred and thirteen Star Pagodas and Eight Annams Current Money of Madras and this Deponent further Saith that he hath Reason to believe that the above Named Defendant will abscond or Depart the Jurisdiction of this Honble Court upon hearing that a Bill of Complainant is filed against him

Sworn to before me at Fort St. George
this 31st Day of July 1788Edw. Garron
Mayor

William Duffin

Filed the 21st Aug 1789The Answer of Rangarow of
Madras but at Present of Madras ahabitant
Surviving Obligor of Malarew deceased Defendant
to the Bill of Complaint of William Duffin
of the same place Surgon Complainant

This Defendant Having and Reserving to himself now and at all times hereafter all and all manner of Benefit and Advantage of Exception to the Many Errors uncertainties and imperfections in the Complainant's said Bill of Complaint contained for Answer therunto unto much thereof as this Defendant doth think it necessary for him to make Answer unto he Answereth and saith that he denies to stand indebted unto the said Complainant in the Sum of One Thousand Eight Hundred and thirteen Pagodas and Eight Annams as is erroneously charged in the Complainant's Bill of Complaint and in the Account Current therunto Annexed or in any other Sum or Sum of Money whatever but in the Complainant's stand indebted unto this Defendant in the Sum of ten Pagodas Thirty Nine Annams and forty Cash in manner as is fully and particularly stated in the Account Current therunto Annexed for the inspection of this Honble Court and prayed by this Defendant to be taken as part of this his Answer and this Defendant hopes in due time to prove to the Satisfaction of this Honble Court every Item therein charged this Defendant Admits to be true that he did on or about the last end of the day of February which is in the Year of our Lord One Thousand Seven Hundred and Seventy Seven jointly with his Brother Malarew execute the Bond by which of is Annexed to the said Bill of Complaint but this Defendant saith that in part Payment thereof he delivered unto the Complainant a quantity of Paddy to the Amount of Eight Thousand and five hundred Cellams from two different Villages called Pillapaulum and Paulunganarttum and not Seven Thousand and five Hundred as is erroneously credited in the Complainant's Account Current Annexed to his Bill of Complaint and this Defendant saith that at the time when the said Paddy was delivered the price was three and half Cellams for a Pagoda and not in the Manner as the Complainant thought proper to Credit in his said Account

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

Fully sustained
 J. Popham
 Attorney for Defendant
 Above Translation was made as can be seen from
 the Guntur Language.
 Prasangamaudom
 Interpreter

J. William Duffin Esq. and A. T. Cass. Smith Esq. Agents for the American & Foreign Marine Insurance Co. Ltd. of London

[illegible]

Filed the 23rd March 1789

The General Replication of
William Duffin of Madras Surgeon Complainant
to the Answer of Rungahew Surviving Obligor of
of Mulla Row Demandis Defendant

This Repliant now and at all times hereafter saving and
reserving unto himself all and all manner of Profit and Advantage of
Exception to the many Errors Untruths Uncertainties Insufficiencies and
Imperfections in the said Answer contained for Replication thereunto
saitt that this Bill of Complaint and all and singular the Matters
and things therein contained are good true certain and sufficient in
Law to be Answered unto in such Manner and form as the same are
therein and thereby set forth and Alledged and that the Answer of the
said Defendant is very untruthful Evasive and insufficient in the
Law to be by this Repliant Replied unto for Divers Manifest imper-
fections and uncertainties therein contained

All which Matters and things this Repli-
ant is ready and willing to aver Maintain and prove as this Honble
Court shall direct and Most humbly Prays in and by his Bill of
Complaint he hath already Prayed

J. Walker
Attornies for Repl^t

Filed the 21st March 1789

The General Rejoinder of
Rungahew to the Replication of
William Duffin

This Defendant now and at all times hereafter
saving and reserving to himself all and all Manner of Profit
and Advantage of Exception to the uncertainty and insufficiency of
the said Replication for Rejoinder saitt that this Defendants said
Answer is true certain and sufficient in the Law to be Replied unto
and saitt as in and by his said Answer he hath already said
and doth and will ever and Maintain all and every thing and
things therein to be true and certain in Manner as therein is
Alledged and Exposed and this Defendant also saitt that the
said Replication of the said Complainant is uncertain and insuf-
ficient in the Law to be Rejoined unto by this Defendant for Divers
Defects and imperfections therein contained

All which Matters and things this
Defendant is ready to aver Maintain and prove in such manner
and form as this Honble Court shall Direct and therefore humbly
Prays as before in his said Answer he hath already Prayed

J. Rungahew
Att^r for Defendant

Interrogatories to be administered
to William Russell a Clerk in the Service of
the Honourable Company as Witness produced before
and Examined in a certain Cause now depending
and at issue in the Honourable the Mayor's
Court at Madras against William
Duffin of Fort Saint George Surgeon in
Complainant and Rangarow of Madras
Inhabitant is Defendant

On the Part and behalf of the above Named Complainant
1. Interrogatory. Do You know or do You not know the parties Complainant
and Defendant in the Title of these Interrogatories Named If Yes: how
Long have You known them or either and which of them Declare
2. Interrogatory. Do You not know or have You not heard and believe that
Some time ago Malarow and Rangarow Praminis did not jointly
Execute a Bond to the Complainant conditioned for the payment of two
Thousand four hundred and Eighty Nine Star Pagodas or some and what
other Sum of Money that You or were You not present when a Receipt
Given on the back thereof for and in Account of part payment of the said
Sum was read and Explained to the said Malarow If Yes: Look at the
Paper Writing now produced and Show to You at this time of Your
Examination and say whether to Your knowledge and belief that is not
the same as was so Explained in Your presence to the said Malarow was
he or was he not satisfied therewith and did it or did it not appear to
You that the Sum of one thousand five hundred Column of Paddy therein
Mentioned and for which the said Receipt was given was not a fair
and bona fide transaction between the said Malarow and the
Complainant and whether the Sum of One thousand eight hundred
and fifty Pagodas therein set forth as the Value of the said Sum of one
thousand five hundred Column of Paddy did or did not at that time appear to be
a just and fair Valuation thereof and such as the said Malarow appeared

to be perfectly satisfied with. Whether the said Receipt did not appear
to have been given in Mutual Confidence agreeable to both parties
and in every Particular fair Candid and honest or how otherwise
Declare
Last Interrogatory. Do You know of any other Matter Cause or thing or
thing or have You heard or can You set forth any thing touching the
Matters in Question in this Cause that may tend to the Profit and
Advantage of the Complainant in this Cause and in the Title of these
Interrogatories Named If Yes: Declare the same as You know have
heard or do believe together with Your Reasons for such Your belief
as fully and Effectually as if You had been thereunto particularly
Interrogated, and the whole Truth Declare

J. Walker
J. Stuart Hall
Attys for Complainant

Know all Men by these Presents, that the Malarow
and Rangarow Praminis are held and firmly bound unto William
Duffin Surgeon in the penal Sum of Four thousand Nine hundred and
Twenty Eight Star Pagodas to the payment whereof well and truly to be
made to the said William Duffin his Heirs Executors Administrators
or Assigns We do hereby bind Ourselves our Heirs Executors and Adminis-
trators firmly by these Presents In Witness whereof We have hereunto
set Our Hand and Seal in Madras and Madras this Tenth day of
February in the Year One thousand Seven hundred and Twenty seven
Whereas the above bound Malarow and Rangarow Praminis have borrowed and
received of the above Named William Duffin the full and just Sum of Two thousand
four hundred and Eighty Nine Star Pagodas to him at Interest at the Rate Twelve (12) per
Cent

Cent Per Annum which payable in three Months from the Date hereof

Now the Condition of this Obligation is such, that if the above bound Malarow and Rangarow Praminis their heirs, Executors, Administrators, or Assigns, shall well and truly pay or cause to be paid unto William Duffin Surgeon his heirs, Executors, Administrators, or Assigns the full and just Sum of Two thousand four hundred and Eighty Nine Star Pagodas together with such Interest as shall or may become due thereon, then this Obligation to be void and of no Effect, otherwise to continue in full force and Virtue

Signed, Sealed and Delivered whenever
Stamped Paper is to be had in the presence

of
M. Patterson

Thos. E. Ogilvie
Rama Samray

Thos. E. Ogilvie
Rama Samray
Attest for Compt

Received of Malarow Two thousand four hundred and Eighty Nine Star Pagodas, which I have agreed to take in part payment of his Debt to Me, provided there is no let or hindrance on his part, or any other person, in the disposal of the said Grain. Given under my hand this Sixteenth day of June One thousand Seven hundred and Seventy Eight
William Duffin

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

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

Joseph Shawe

Mayor's Court at
Madraspatnam

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

On the Part of the Complainant

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

William Russel a slave in the service of the Honble Company aged fifty Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the fourteenth Day of May One thousand Seven hundred and Eighty Nine Signified at the Office of Mr. Stephen Popham who is Attorney for the Defendant by one of my Servants who also left him a Note of the Name, Title and Place of Abode of the said Dependent and afterwards on the same Day being sworn and Examined Deposed that as followeth

1st To the first Interrogatory this Dependent saith that he doth know the Complainant William Duffin in this Cause and that he hath known him about thirteen Years and that he doth know the Defendant Rangarow in this Cause and that he hath known him but imperfectly And More he saith not to this first Interrogatory

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

at this the time of his Examination. And said that to the best of his belief and recollection that it is the identical Receipt that was explained in his presence to the said Malabar and further said that he never understood that both the Defendant and Compt. were perfectly satisfied therewith. This Deponent said that he always considered that the seven thousand and five hundred Collops of paddy therein mentioned and for which the said Receipt was given, was a fair and bona fide transaction between the said Malabar and the Compt. and further said that at this very great distance of time he cannot possibly take upon himself positively to say whether the sum of One thousand eight hundred and fifty Rs. therein set forth as the value of the said seven thousand and five hundred Collops of Paddy did appear a fair valuation thereof, and such as the said Malabar appeared to be perfectly satisfied with - but that he always considered the business as an open and fair transaction. This Deponent said that to the best of his remembrance the Receipt in question did appear to have been given in Mutual confidence agreeable to both parties, and in every particular fair and did and honest. And further said that to this or to the said testimony.

Joseph Shawe
Deponent

H. Russell

Interrogatories to be administered to such Witnesses as shall be Produced, sworn and Examined in a certain Cause now depending and at issue in the Court of the Mayor's Court at Madras. Wherein William Duffin of Madras Surgeon is Complainant and Rungaraulat of Madras is Defendant but at present of Madras Inhabitant Defendant.

To all the Witnesses. 1. Do you know the Parties Complainant and Defendant in the title of these Interrogatories Named or either and which of them? If you how long have you known them or either and which of them? Declared by Vencata Subrah. 2. When you were you in the Year of Christ One thousand seven

Hundred and Seventy Eight employed in the service of the Defendant in the Capacity of Deputy Company or Accountant in his Subcherry at Madras while he acted as Amildar to the said District. If you did you or did you not keep a regular Account of all the Paddy delivered to the Complainant and the Price of the Day when the same was delivered. And did you or did you not take a regular Account of the Money paid to him in Gold fanams and the Exchange of the day. If you look at the Paper Writing now Produced and shew to you at this the time of your Examination Marked B. purporting to be an Account Current in the Malabar Language Between the Complainant and Defendant. Is it not as far as it relates to the Paddy and Money and the Rate of Price and Exchange and their Dates a true Account Examined by you with the former Account kept at that time in the Subcherry of Madras. Why did not the Defendant at the time of delivering the said Paddy and Money to the Complainant take his Receipt for the same. Do you know or do you not know whether the said Paddy and Money were paid towards the Payment of the Defendant's Debt to the Complainant as credited in the said Account Current or for any other and what Account relate thereto that you know touching the Matter in dispute Between the Complainant and Defendant According to the best of your knowledge, remembrance and belief.

Chocalingayah 3. Were you or were you not in the Year of Christ One thousand seven hundred and Seventy Eight One of the Head. Katanies or Inspectors of the two Villages at Madras called Pillapaulum and Pallanganallu. If you were or were not the Defendant then the Amildar of Madras and its Districts and did not the Inhabitants of the said two Villages deliver by the Order of the Defendant unto Comarapah Moddally then Dubash to the Complainant a certain Quantity of Paddy to the Amount of Eight thousand and five hundred Collops or what other Quantity and what was the Market Price then at Madras. Did or did not the Inhabitants of the said two Villages also pay unto the said Comarapah Moddally for Account of the Complainant or for what other Account out of the Produce of the said two Villages a certain sum of Money in Gold fanams? State fully the sum so paid and the Rate of Exchange

then at Madras Do You or do You not know whether the said Paddy and Money were paid to the said Complainant towards the Payment of a Debt due by the Defendant to the Complainant or for any other and what Account and come You to the knowledge of the said transaction Between the Complainant and Defendant. Were You or were You not Present when the Defendant's Privately asked for Receipts from the said Complainant. Modelly for Paddy and Money delivered to him for Account of the Complainant and what was his Answer. Relate the whole that You know touching the Matter in Dispute between the Complainant and Defendant According to the best of Your knowledge Remembrance and belief

Shamaron 4th. Were You or were You not in the Year of Christ One Thousand Seven hundred and Seventy Eight employed in the service of the Defendant in the Capacity of Darogah or Grain Merchants in the District of Madras while he acted as Collector to the said District. If Yes Did You or did You not by the Order of the Defendant deliver to Rangaswamy Pillai and Complainant out of the two Villages Pappaulam and Pallanganatham Eight thousand and five hundred Sallams of Paddy or what other Quantity and did You or did You not ask Receipts for the same from the said Rangaswamy Pillai and Complainant and what was their Answer

Chacapah Naick 5th. Were You or were You not in the Year of Christ One Thousand Seven hundred and Seventy Eight employed in the service of the Defendant in the Capacity of Darogah or Collector of the Revenue of the District of Madras Country. If Yes did You or did You not by the Order of the Defendant pay into the hands of Complainant Modelly the Dubash to the Complainant or to whom else at two different times the Sum of Three thousand and Nine hundred Gold Panams or what other Sum and do You know for what Account was the same Paid. And did You or did You not ask from the said Complainant Modelly Receipts for the same and what Answer did he give. To all the Witnesses 6th. Do You know of any other Matter thing or have You heard or can You tell for any thing touching the Matter in Question in this

Cause that may tend to the benefit or Advantage of the Defendant. If You declare the same as You know have heard or believe together with the reasons for such Your belief as if You had been thereunto Particularly Interrogated

J. Pyham
Att. for Defendant

J. Pyham
Att. for Plaintiff

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This Exhibit Marked A was shown to Vencata Subbiah at the time of his Examination before me on the Part of the Defendant in a certain Cause now depending in the Court of the Mayor at Madras at which time the said William Duffin is Complainant and Rungarow is Defendant on the 18th Day of May Anno Domini 1789
Joseph Shawe
Ex^r.

Mayor's Court at
Madraspatnam } Between William Duffin of Madras Surgeon
Complainant and Rungarow Late of Madras but at
Present of Madras Inhabitant Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Exam^r in this Court as followeth

Vencata Subbiah Head Constable of Madras Aged twenty seven Years or thereabouts being produced as a Witness in this Cause, on the Part of the Defendant was on the Eighteenth Day of May One Thousand Seven Hundred and Eighty Nine Signified at the Office of Messrs. Walker and Hall who are Attorneys for the Complainant by one of my servants who also left him a Note of the Name, Title and Place of Abode of the said Defendant And afterwards on the same Day being sworn and Examined Deposed as followeth

1st To the first Interrogatory this Defendant saith, that he doth know the Complainant William Duffin in this Cause, and that he hath so known him twelve Years or thereabouts - And that he doth know the Defendant Rungarow in this Cause, and that he hath so known him twenty Years or thereabouts - And more he saith not to this first Interrogatory

2^d To the second Interrogatory this Defendant saith, that he was in the Year of Christ One Thousand Seven Hundred and Seventy eight employed in the Service of the Defendant in the Capacity of Deputy Company or Accountant in his Customs at Madras while he acted as a Muldar to the said District and further saith, that he did keep a regular Account of

of all the Paddy delivered to the Complainant and the price of the day when the same was delivered. This Defendant saith, that he did keep an Account of the Money paid to him in Gold fanams and the exchange of the day and further saith, he hath looked at the paper writing now produced and shown to him at this the time of his Examination. Marked A. Purporting to be an Account Current in the Malabar Language between the Complainant and Defendant and saith that, as far as it relates to the Paddy and Money and the rate of price and Exchange and these dates, a true Account examined by him with the Circar Account kept at that time in the City of Madras. This Defendant saith, he frequently urged the Complainant to give him Receipts for the said Paddy and Money but was always put off under various Pretences. And further saith, that the said Paddy and Money were paid towards the payment of the Defendants bond to the Complainant as credited in the said Account Current. And further saith not to this or to the last Interrogatory.

Joseph Shaver
Ex^r

Major's Court at
Madraspalamam } Between William Duff of Madras
Surgon Complainant and Rungarow
Late of Madras but at present of Madras
Inhabitant Defendant

On the Part of the Defendant.
Depositions of the Jurors in this Cause by and before the
Examiner in this Court as followeth.

Chocalingayah Head Inhabitant of Madras Aged forty seven Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the fifteenth day of May One thousand seven hundred and Eighty Nine

Liquidated at the Office of Messrs Walker and Hall who are Attorneys for the Compt by One of my Servants who also left him a Note of the Name, Title and Place of Abode of the said Defendant and afterwards on the same Day being sworn and Examined Deposed as followeth.

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

2nd ----- To the third Interrogatory this Defendant saith, that in the Year of Christ One thousand seven hundred and Seventy Eight he was one of the Head Notaries or Inspectors of the two Villages at Madras called Pillayam and Pallanganattur and further saith, that the Defendant and his Brother Malarn were then the Amildars of Madras and its Districts. This Defendant saith, that the Inhabitants of the said two Villages did deliver by Order of the Defendant unto Comarajah Moodelly the Dubash to the Complainant a certain Quantity of Paddy to the Amount of eight thousand and five hundred solums and that the market price for Paddy at Madras was then One Raga for three and half solums and further saith, that the Inhabitants of the said two Villages did also pay unto the said Comarajah Moodelly for Account of the Compt two thousand and Nine hundred Gold fanams out of the produce of the said two Villages and likewise the sum of One thousand Gold fanams out of the Gungum or Custom House the rate of Exchange at that period in Madras being twenty and half Gold fanams of One Raga. This Defendant saith, that he doth know that the said Paddy and Money were paid to the said Complainant towards the payment of a debt due by the Defendant to the Complainant. And further saith, that the transaction in question came to his knowledge in consequence of the Paddy and Money being paid from the Villages to which he belongs. This Defendant saith, that he was present when the Defendants Privately asked for Receipts from the

The Gomastah of the said Comarapah Modellly for Paddy and Mancy delivered to him for Account of the Complainant and that the Answer Made herein by the Gomastah of Comarapah Modellly was that he would Not give Receipt for every small parcel of Paddy delivered but that he would grant a General One, where all the paddy was delivered over And further saith not to this or to the last Interrogatory
Joseph Shawe
Ex.

Mayor's Court at
Madraspatnam

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

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

Shamaron Doragah or Grain Keeper of Madras Aged thirty eight Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was sworn the fourth and fifth day of May One Thousand Seven hundred and Eighty Nine signified at the Office of Messrs. Walker and Hall who are Attornies for the Complainant by one of my Servants who also left him a Note of the Name Title and Place of Abode of the said Depoent and afterwards on the same Day being sworn and Examined Depoeth as followeth

1st To the first Interrogatory this Depoent saith, that he doth know the Compt^{le} William Duff in this Cause, and that he has known him about seven Years & knows him twelve Years or thereabouts And more he saith not to this first Interrogatory

4th To the fourth Interrogatory this Depoent saith, that he was employed in the Defendant in the Capacity of Doragah or Grain Store Keeper in the District of Madras, while he acted as such under the said District Officer and saith

that by order of the Defendant he did deliver to Rungaswamy Pillah and Karingapillah Gomastah to Comarapah Modellly the Dubash of the Compt^{le} Out of the two Villages Pallyaaulam and Pallanganallam Eight thousand and five hundred Sallies of Paddy this Depoent saith, that he did ask Receipt for the same from the said Rungaswamy Pillah and Karingapillah who have said him that they would give Receipts to the Defendant himself And further saith not to this or to the last Interrogatory

Joseph Shawe
Ex.

Mayor's Court at
Madraspatnam

Between William Duff of Madras
Surgeon Complainant and Rungarow Late of
Madras but at present of Madras Inhabitant
Defendant
On the Part of the Defendant

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

Chocapah Naick, Gelah Row of Madras Aged fifty Years or thereabouts being Produced as a Witness in this Cause, On the Part of the Defendant was sworn the fifth day of May One thousand Seven hundred and Eighty Nine signified at the Office of Messrs. Walker and Hall who are Attornies for the Complainant by one of my Servants who also left him a Note of the Name Title and Place of Abode of the said Depoent and afterwards on the same Day being sworn and Examined Depoeth as followeth

1st To the first Interrogatory this Depoent saith, that he doth know the Compt^{le} William Duff in this Cause, and that he has known him about One Year and that he doth know the Defendant Rungarow in this Cause and that he has known him about ten Years And more he saith not to this first Interrogatory

5th To the fifth Interrogatory this Depoent saith, that in the Year of Christ One thousand Seven hundred and Seventy Eight he was employed in the Service

Service of the Defendant in the Capacity of Cadjanje Gelahor Collector of
the Revenues of the District of the Country of Madurai and further saith
that he did by Order of the Defendant pay into the hands of Kumarapah
Mordelly the Dubash to the Complainant at two different times, the
Sum of three Thousand and Nine hundred Gold fanams - and that
the same was paid in Liquidation of the Debt due to the Complainant
by the Defendant. This Defendant saith, that he did ask Receipts for
the same from the said Kumarapah Mordelly - who replied that he
would speak with the Defendant about it, saying at the same time,
that this Defendant had no right to interfere in the business.
And further saith that to this or to the last Interrogatory
Joseph Shome

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

(L.S.)

Present
William Webb Esquire Mayor
Robert Milford and John Milford
Aldermen

Mayor's Court

Between William Duff of
Madras Surgeon Complainant and
Rangasw of the same place Inhabitant
the surviving Obligor of Malarswlate
of Madurai Inhabitant Debtor
Defendant

This Cause coming on to be heard and Debated this day
in the Presence of the Attorneys on both sides on Reading the Complaint
Bills with Copies of a Bond and an Account Current Monies The
Affidavit

Affidavit the Defendant Answer with Copy of an Account Current
Monies, the General Replication, the General Rejoinder, the Inter-
rogatories and Depositions on the part of the Complainant the Inter-
rogatories and Depositions on the part of the Defendant On Hearing
the Readings made thereof by the Attorneys and on due Consideration
had thereon This Court doth think fit to Order and Decree that the Defendant shall pay
unto the Complainant the full and Just Sum of One Thousand
Eight Hundred and Thirteen Pagodas and Eight Fanams Pag^{as}
1813.800 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 5th June 1789

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble
Court Your Orator, Monragappa Mordelliar of Madras Inhabitant that
Maumica, Mucappa, Naicker and Agrava, Naicker of Saint Thomas
Inhabitant stands Justly and Truly indebted unto Your Orator on
the full and just Sum of One Hundred Pagodas Current Monies of
Madras Making in sterling Monies of Great Britain at the Rate of
Eight Shillings for every Pagoda the Sum of Forty Pounds or thereabouts
as well more fully and at large appears by a Copy of a Mortgage Bond
with a Covenant to sue for and recover the same in this Honble Court
brought to the view of the Court to which Your
Orator by leave to file and Pray the same may be taken as part of this
his Bill of Complaint the Original whereof is in Your Orator's possession and

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 Maunna Kinnappa Naicker and Vyraava Naicker of the said Sum of One Hundred Pagodas

But now so it may it please this Honble Court the said Maunna Kinnappa Naicker and Vyraava Naicker obstinately and wilfully refuse to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Maunna Kinnappa Naicker and Vyraava Naicker may upon their Corporal Oathes full true direct and perfect Answer make to all and singular the Matters and Things herein before set forth and Alledge 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 Dues to Pay unto Your Orator the aforesaid Sum of One Hundred Pagodas with all lawful 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 Maunna Kinnappa Naicker and Vyraava Naicker to be summoned and required by the Sheriff of Fort Saint George Town of Madras pursuant and the District thereof personally to be and appear before this Honble Court prepared and appointed thereat there to answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet

J. Stuart Hall
Att. for Plaintiff

June 5th 1839
This Bill was shown to me in the
Days of Adjournment at a summons issued
Returnable next Court Day
Wm Webb
Mayor

Translation of a Mortgage Bond Dated 25th 1st Year of Pavaanga Year
Answering to Anno Domini 5th February 1838

Mr. Maunna Kinnappa Naicker and Mr. Vyraava Naicker of Kunnyal East of Serromylangoon do give this Mortgage Bond to Mooringappa Moodaliar of Sanatalava East of Madras that is to say

In consequence of my urgent Occasion I have this day Mortgaged to You the Choultry Billof Sale of Saint Thomas House situated at Saint Thomas the Ground belonging to the House of Inappawacherry the Gold Smith and South to Nallaw Chittye House and borrowed and received of You the Sum of (100) One hundred Mas Pagodas Current Money of Madras which Sum I do hereby engage to pay You or before the 30th 1st Year of Pulaca Year or 10th August 38. With all such Interest as shall or may become due thereat the Rate of 12% of the Sum and to redeem the Choultry Billof Sale Indefault of which You are hereby empowered to recover the Sum due in the Honble the Mayor's Court Thus we have given this Mortgage Bond with our free will and Consent Mithappa Mylakannachelle Moodaliar and Soobramonyacherry by their knowledge this Bond was drawn by Soobramonyam

Witnesses Signed
Mylakannachelle
Soobramonyam

Marked). Kinnappa Naicker
Do Vyraava Naicker

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

True Copy
J. Stuart Hall
Att. for Plaintiff
Ranganathan
Interpreter

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 Maumica Kinappa Naicker and Vyraava Naicker of the said Sum of One Hundred Pagodas

But now so it may please this Honble Court the said Maumica Kinappa Naicker and Vyraava Naicker obstinately and wilfully refuse to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Maumica Kinappa Naicker and Vyraava Naicker 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 Avowed as fully truly and Effectually to all Intents and Purposes as if the same were here Against repeated and Particularly Interrogated and that they may be Doomed to Pay unto Your Orator the aforesaid Sum of One Hundred Pagodas with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Maumica Kinappa Naicker and Vyraava Naicker to be summoned and required by the Sheriff of Fort Saint George Town of Madras pursuant and the District thereof personally to be and appear before this Honble Court proffered and appointed them 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

June 5th 1789
This Bill was shown to me in the Days of Adjournment at a summons if you Returnable Next Court Day
Wm Webb
Mayor

I Stuart Hall
Att'y for Compt' &c

Translation of a Mortgage Bond Dated 25th 1st Year of Pavaanga Year Answering to Anno Domini 5th February 1788

Mr Maumica Kinappa Naicker and Mylamburava Naicker of Kunneya East of Seremylangoon do give this Mortgage Bond to Moosagappa Modalliar of Sanatalava East of Madras that is to say

In consequence of my urgent Occasion I have this day Mortgaged to You the Choultry Pill of Sale of Saint Thomas House situated at Saint Thomas the Ground belonging to the House of Inappawcherry the Gold Smith and South to Nallaw Chittys House and borrowed and received of You the Sum of (100) One hundred Star Pagodas Current Money of Madras which Sum I do hereby engage to pay You now or before the 30th Andy of Pulaica Year or 10th August 88. With all such Interest as shall or may become due thereon at the rate of 12 p Cent Annuum and to deliver the Choultry Pill of Sale Indisputable of which You are hereby empowered to receive by Force of this Honble the Mayor's Court Thus we have given this Mortgage Bond with our free will and Consent Witnesses Mylamburachella Modalliar and Soobramonyacherry by their knowledge this Bond was drawn by Soobramonyam

Witnesses Signed
Mylamburachella
Soobramonyam

Marked). Kinappa Naicker
Do Vyraava Naicker

When Translation was made as a Guide from the Malabar Language
(Signed)
Ranganadom
Interpreter

When Copy
I Stuart Hall
Att'y for Compt' &c

Mayor's Court at
Madraspatnam

Tuesday the 23rd Day of June
Anno Domini 1789.

Present

L^d

William Webb Esquire Mayor
Edward Garron and George Savage
Aldermen

Between Marogappa
Mordelias of Madras Inhabitant
Complainant and Mannica
Nincappa Naicker and Vyrava
Naicker of Saint Thomas Inhabi-
tants Defendants

The Defendant Mannica Nincappa Naick being in
Court and acknowledging the Justice of the Complainant's Demand This
Court doth therefore think fit to Order and Decree and doth accordingly
Order and Decree that the Defendant Mannica Nincappa Naick shall
Pay unto the Complainant the full and just Sum of One Hundred Pagodas
Pagodas and 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

Done

Mayor's Court

Filed the 9th May 1789

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complainin^g sheweth unto this Honble
Court Your Orator James P. Porter of Madras Merchant that Arthur Stewart Esq^r
in the Service of the United Company of Merchants of England Trading to the East
Indies at their Presidency of Fort St. George stands justly and truly indebted unto
Your Orator in the full and just Sum of One Hundred and thirty five Pagodas
Twenty fanams and fifty six Cash Current Money of Madras having in the
Month of Great Britain at the rate of Eight Shillings for every Pagoda the Sum
of fifty four Pounds and three Shillings or thereabouts as will more fully and at
Large appear by Copies of an Account and an Accepted Bill of Exchange bearing
to be used for the Inspection of this Honble Court and which Your Orator Prays
may be admitted as part of this his Bill of Complaint the Original whereof
being in Your Orator's Possession and ready to be produced when required And
Your Orator further sheweth unto this Honble Court that the said frequently
and in an amicable manner required Payment of the said Sum of One
hundred and thirty five Pagodas Twenty fanams and fifty six Cash from the
said Arthur Stewart

But now with Unhappy Heart this Honble Court the
said Arthur Stewart obstinately and willfully refuses to pay the same or to
give Your Orator any Manner of Satisfaction touching the Premises Your
Orator therefore Prays a General Relief such as to this Honble Court shall
appear Agreeable to Equity and good Conscience To the End therefore
that the said Arthur Stewart may upon his Corporal Oath full true direct
and Perfect Answer make to all and singular the matters and things
herein before set forth and Alledge 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 Doomed to pay unto Your
Orator the aforesaid Sum of One Hundred and thirty five Pagodas twenty
fanams and fifty six Cash together with all such Interest as now is or shall

Shall hereafter become due then and also all Costs of this Suit

May it Please the Honble Court to cause the said Arthur Stewart to be summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof to personally attend and appear before this Honble Court at a certain time and Place to be by this Honble Court fixed 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

9th May 1789

This Bill was shown to me in the days of Adjournment till a summons if returnable

Next Court day
Wm Webb
Mayor

P. Spencer
Atty Genl

Capt. Arthur Stewart

1785
September 24th To Account of Mr. Thos Robinson's Bill upon You of this date;
Payable one Month after Date as per Your Acceptance ----- 60. " "
To Interest upon D. from 24th Oct 1783 to 24th April 1789 being
Three Years and 6 Months at 12% Cent per Annum ----- 25. 9. 16.
To Cash paid to J. Stuart Hall on Your Account ----- 10. " "
To Capt. North's Bill upon You due 24th Jan 1788 ----- 35. " "
To Interest upon D. to the 24th April 1789 being 15 Months ----- 5. " "

Pagoda's. 135. 20. 56

Madras
April 24th 1789.

Errors Excip.
Signed of J. P. Barted

Atty Genl
P. Spencer
Atty Genl

D. Stewart

One month after Date, Please pay to Mr. James Parter, or order, the Sum of Sixty Star Pagoda's, and You'll Oblige.

Fort St. George
24th September 1785

Capt. Arthur Stewart

Yours &c.
Signed Thos Robinson

Arth. Stewart

Atty Genl
P. Spencer
Atty Genl

Mayor's Court at
Madraspatnam

Tuesday the 23rd Day of June
Anno Domini 1789

Present

William Webb Esquire Mayor
Edward Garrow and George Savage
Aldermen

L.S.

Mayor's Court

Between James Parter
of Madras Merchant Complainant
and Arthur Stewart Captain in
the Service of the United Company
of Merchants of England Trading
to the East Indies at their Presidency
of Fort St. George Defendant

It appearing by the Records of this Court that the usual
rules have been paid for the Defendant to answer the Complainant's Bill
which he has neglected doing this Court doth therefore think fit to
Order and Decree and doth accordingly Order and Decree that the Defen-
dant shall pay unto the Complainant the full and just Sum of One
Hundred

Hundred and thirty Two Pagodas Twenty Tanams and Fifty Cha Casles
Pagodas 135. 20. 56. together with all such Interest and more
shall hereafter become due then or until full payment is made also
all Costs of this Suit

Filed 7th May 1839

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining, Sheweth unto this Honble
Court Your Orator, John P. Bailey of Madras Merchant that Jagan and Shanker
of the same Place Merchants stand Indebted unto Your Orator in the full
and just sum of Two thousand One Hundred and Twenty Pagodas current
Money of Madras Making in sterling money of Great Britain at the
Rate of Eight Shillings for every Pagoda the sum of Eight Hundred and forty
Eight Pounds or thereabouts as will more fully and at large appear by
Copy of an Account and also by Copy of a Promissory Note given and granted
unto Your Orator by the said Jagan and Shanker on the twenty first
day of January in the Year of Our Lord One thousand seven hundred and
Eighty Eight Payable on the thirty first day of August in the said
Year unto the said Jagan and Shanker for the use of the said Jagan and Shanker
which Your Orator prays may be admitted as part of this his Bill of
Complaint the Original whereof being in Your Orator's possession and
Ready to be Produced when Required And Whereas Your Orator hath
frequently and in vain amicably requested Payment of the said
sum of Two thousand One Hundred and Twenty Pagodas from the
said Jagan and Shanker.

But now so it is that the said Jagan and Shanker obstinately and wilfully refuse to pay the
said sum or to give Your Orator any manner of Satisfaction touching the
same and Your Orator therefore prays against Relief he doth this
Honble Court shall appear agreeable to Equity and good Conscience To

To the End therefore that the said Jagan and Shanker may upon his
Oath full true and perfect Answer Make to all and singular
the Matters and things herein before set forth and Alledged as fully truly
and Effectually to all intents and Purposes as if the same were herein again
Repeated and Particularly Interrogated and that he may be Decreed to pay
unto Your the said sum of Two thousand One Hundred and Twenty
Pagodas together with all such Interest and more or shall hereafter become
due then or until full payment is made also all Costs of this Suit

May it Please this Honble Court to cause the said
Jagan and Shanker to be Summured 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 fixed and appointed
therein and there to Answer this Your Orator's Bill of Complaint and
further to stand to and abide by such Order and Decree therein as
to this Honble Court shall seem Meet

Fort St. George the 7th day of May 1839

This Bill was shewn to me between the
days of Adjournment set a Summons issued
Returnable next Court Day

Wm Webb
Mayor

My Dea Sir
Att. Complainant

807
 Jagannad Shanker in account with Mr. John Batley

To Your Most Gracious Majesty's Exchequer		2000	1889	2120
of August 1888		120	1889	2120
To Subsidies & Duties from 31 st August 1888 to 31 st March 1889		120	1889	2120
March 1889 at the rate of 100 of 1000 Annam		120	1889	2120
Pagodas		2120	1889	2120
Madras		2120	1889	2120
Empire		2120	1889	2120
Signed John Batley		2120	1889	2120
Witness my hand		2120	1889	2120
at Madras		2120	1889	2120
16 th May 1889		2120	1889	2120
John Batley		2120	1889	2120

808
 Madras 21st January 1888
 I Promise to pay on the 31st of August next to Mr. John Batley
 or to his Order the sum of Two Thousand Star Pagodas for value received
 of me
 (Signed)
 Jagannad Shanker

Attest
 Attest
 To the Honble the Mayor's
 Court at Madraspatnam
 Filed 19th May 1889

The Affidavit of the said Complainant
 The Deponent Mak. th. Oath and saith that the
 Above Named Defendant stands Justly and Truly Indebted unto him the
 Deponent in the full and Just sum of Two Thousand One hundred and
 Twenty Pagodas Current Money of Madras, being the Balance of an Account
 bearing date the first day of March in this Second Year of Our Lord One
 Thousand Nine hundred and Eighty Nine arising upon a Promissory note
 given and granted unto the Deponent by the said Defendant on the twenty
 first day of January One Thousand Nine hundred and Eighty Eight for the
 Principal sum of Two Thousand Pagodas Advanced unto the Deponent
 Bill of Complaint filed in the above Cause on the sixth Instant
 Sworn in Madras this
 16th day of May 1889
 John Batley
 Mayor

Mayor's Court at
Madraspatnam

Tuesday the 23rd Day of June
Anno Domini 1789

Present

William Webb Esquire Mayor
Edward Garrow and George Savage
Aldermen

S. L.

Mayor's Court

Between Subh Palley of
Madras Merchant Complainant
and Jagannad Shanker of the same
Place Merchant Defendant

It Appearing by the Records of this Court that the
Usual Rules have issued for the Defendant to answer the Complainant's
Bill which he has neglected doing This Court doth therefore think
fit to Order and Decree and doth Accordingly Order and Decree
that the Defendant shall pay unto the Complainant the full
and just sum of Two Thousand One Hundred and Twenty Pagodas
2120-00 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

R. H. W.

Filed the 23rd June 1789

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your
Orator Audiapaa h. Modelly of Madras Inhabitant that Paramaswami
this same place Inhabitant stands justly and truly indebted unto Your
Orator in the full and just sum of Forty Star Pagodas Current Money of
Madras Making in Sterling Money of Great Britain at the rate of
Shillings for every Pagoda the sum of Sixteen Pounds as will more fully and
at large appear by Copy of Translation of a Mortgage Poudor Obligation
herewith annexed for the Inspection of this Honble Court and which Your
Orator Prays may be admitted as part of this his Bill of Complaint the
Original of which is in Your Orator's Possession and ready to be produced
when required Your Orator further Sheweth unto this Honble Court that
the said Paramaswami and by the said Mortgage Poudor Obligation
bearing Date the Tenth day of April in the present Year of Our Lord One
Thousand Seven hundred and Eighty Nine become bound well and truly
to pay Cause to be paid unto Your Orator the said sum of Forty Star Pagodas
and did further agree in and by the said Mortgage Poudor Obligation
that in default of Payment of the said sum of Forty Star Pagodas Your Orator
might and should prosecute him the said Paramaswami in this Honble
Court as will appear on Reference to the Translation of the said Mortgage
Poudor Obligation herewith annexed Your Orator further Sheweth unto
this Honble Court that in the Charter Granted by his late Majesty George
the second to the Honble United Company of Merchants of England trading
to the East Indies bearing Date the Sixth day of January which was in the
Year of Our Lord One thousand Seven hundred and fifty Two it is Expressly
Declared and Provided that it shall and may be Lawfull for this Honble Court
to hear and Determine all Civil Suits or Pleas between any of the Indian
Natives that shall or may arise or happen within the Town of Madraspatnam

in Witness whereof the Factor or Subordinate to the Lord George pro-
 vided that both parties shall by Consent submit their cause to the Determina-
 tion of this Honble Court Your Orator further sheweth unto this Honble
 Court that in the said Mortgage Bond or Obligation is inserted a clause
 by the Consent and Agreement of the said Paramasew which in
 every Respect conforms both in Letter and Spirit to that part of his
 Late Majesty's Charter respecting India Native heretofore Recited
 by which Your Orator is enabled and rendered fully Competent and
 Legally Qualified to prosecute this Your Orator's Suit in this Honble
 Court against the said Paramasew Your Orator further unto this
 Honble Court that the said Paramasew hath not nor hath any
 One for him paid or caused to be paid unto Your Orator or unto any
 One for Your Orator's use either the whole or any part of the money due
 and owing on the said Mortgage Bond or Obligation Your Orator
 further sheweth unto this Honble Court that he hath frequently and
 in an amicable Manner requested Payment from the said Parama-
 sew of the said sum of Forty Star Pagodas.

But now it is May it Please this Honble Court
 that the said Paramasew obstinately and wilfully refuses to Pay
 the same or to give Your Orator any manner of Satisfaction touching
 the same Your Orator therefore Prays a General Relief in that this
 Honble Court shall appear Agreeable to Equity and good Conscience
 To the End therefore that the said Paramasew may upon his
 Corporal Oath full true Direct and perfect Answer make to all
 Alleged as fully truly Perfectly and Effectually to all intents and
 Purposes as if the same were here again Repeated and Particularly
 the said sum of Forty Star Pagodas with all due Interest as
 aforesaid shall hereafter become due thereon also all Costs of this
 Suit

May

May it Please this Honble Court to cause the said Paramasew
 to be Summoned and Required by the Sheriff of the Lord George Town of
 Madras to appear 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 Fixed and Appointed there and there to Answer this Your
 Orator's Bill of Complaint and further to stand to and abide by such
 Order and Decree therein as this Honble Court shall think Meet

23. June 1789
 This Bill was shewn in the days
 of Adjournment to a Summons issued
 to the said Court Day Wm Webb
 Mayor

L. Topham
 Atty for Complainant

Translation of a Mortgage Bond Dated the 11th of June 1789
 to Anno Domini 18. April 1789

I Paramasew son of Tero Vincata Modelly of Madras do give this
 Mortgage Bond to Andayala Modelly son of Kanyala Modelly of
 the same place that is to say

I have borrowed and Received of You the sum of 40 Forty Star Pagodas
 Money of Madras on the Mortgage of 2 1/2 Two and a Quarter Annies of
 Ground situated at Kulpaukumbuthu to Prodie Shingleroyah
 Modelly's Garden and North to the Village which is Sum I do hereby
 Engage to Repay You on or before the 10th day of June next with
 all due Interest as shall become due thereon at the rate of 12
 per Cent per Annum in default of which You are hereby empowered to
 Recover Your Money by disposing the Mortgage Premises by Auc-
 tion in the Honble the Mayor's Court Thus I have given You this
 Mortgage Bond with my free will and Consent Witnesses Subramanya
 Modaliar and Annayala Modaliar by their knowledge this

Mortgage Bond was Drawn by Vottayar Chocalingum
 Witnesses
 Annayala
 Subramanyam
 The Malabar Signed Rangaswamy
 Atty for L. Topham
 Atty Compt

Mayor's Court at
Madraspatnam

Tuesday the 30th Day of June
Anno Domini 1789

Present
William Webb Esquire Mayor
Josias DuBois Esquire and Andrew Ross
Aldermen

Between Madras
Modell of Madras Inhabitant
Complainant and Paragon of
the same place Inhabitant Defendant

The Defendant being in Court and Answering
to the Justice of the Complainant's Demand this Court doth
therefore think fit to Order and Decree and doth accordingly Order and
Decree that the Defendant shall pay unto the Complainant the full and
Just Sum of Forty Pagodas & Pagodas 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

Q. R.

Filed the 16th May 1789

To the Honble the Mayor's
Court at Madraspatnam

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

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

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

May it Please this Honorable Court to Cause the said Patrick Mc Intyre to be summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honorable Court at a certain time and place to be by this Honorable 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 Honorable Court shall seem Meet.

This Bill was shewn to me Between the Days of Adjournment - Let a Summons issue returnable Next Court Day

Madras 16th May 1784.

Wm Webb
Mayor

Ropham
Attorney for Complaint

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

L.S.

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

Phineas Hall
Notary Public

True Copy

W. Popham

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

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

Indebted

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

which they the said Adam Turnbull and Patrick Macintyre do hereby acknowledge and their said of every part thereof do acquit release and discharge the said Benjamin Mee and Thomas Cotton their and each of their Executors Administrators and Assigns and for divers other good and sufficient Causes and Considerations than the said Adam Turnbull and Patrick Macintyre hereunto Special Moving Have given granted assigned and set Over and by these presents Do give grant assign and set over unto them the said Benjamin Mee and Thomas Cotton their and each of their Executors Administrators and Assigns as well as the aforesaid Ship or Vessel called the Henry together with the Tackle Apparel Ammunition Artillery Ordnance Store Boats and furniture with all and singular other the appurtenances to the said Ship or Vessel belonging or in any wise appertaining To have and To hold the said Ship or Vessel with her Tackle Apparel Ammunition Artillery Ordnance Store Boats and furniture with their appurtenances unto the said Benjamin Mee and Thomas Cotton their Executors Administrators and Assigns for ever provided that if the said Adam Turnbull and Patrick Macintyre their or either of their Executors Administrators and Assigns do and shall Mee and Thomas Cotton their Executors Administrators or Assigns the full sum of Sixe Rupees Sixty three thousand one hundred and Eighty six thirteen Annas and One Pice of good and lawful Money of Bengal together with Interest for the same at and after the rate of Twelve per Cent per Annum on the first day of January next ensuing the Day of the date of these Presents without any deduction

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

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

or cause and procure to made done and executed all and every such further and other lawful and reasonable act and acts Deeds Conveyances and Appearances in the Law whatsoever for the further better more perfect and Absolute granting conveying and Appuring the said Ship or Vessel with her Tackle apparel Ammunition Artillery Ordnance stores and Furniture and such Policy or Policies of Insurance unto them the said Benjamin Mee and Thomas Cotton their Executors Administrators and Assignes for ever discharged of the aforesaid Provisoer for Redemption thereof or any Equity thereupon as by them the said Benjamin Mee and Thomas Cotton their Counsel learned in the Law shall be reasonably advised devised or required And it is lastly declared and agreed by and between the said Parties to these Presents that in the mean time and until default shall happen to be made of or in payment of the said Sum of Sixa Pounds sixty three thousand one Hundred and Eighty six thirteen Annas and one Pence and Interest or some part thereof contrary to the form and effect of the aforesaid Provisoer and Covenant for Payment of the same it shall and may be Lawful to and for the said Adam Turnbull and Patrick Macintyre their Executors Administrators and Assignes peaceably and quietly to have hold occupy possess and enjoy the said Ship or Vessel called the Henry and to Receive and take the earnings and profits thereof and of every part and parcel thereof to and for their own use and benefit without the Lawful let suit Trouble or interruption of or by them the said Benjamin Mee and Thomas Cotton their or either of their Executors Administrators or Assignes or of or by any other person or persons lawfully claiming or to claim by from or under them or either of them In Witness whereof the said Adam Turnbull hath hereunto set his hand and Seal the day and Year first above Written and the said Adam Turnbull for the said Patrick Macintyre by Virtue of a Letter of Attorney to him made by the said Patrick Macintyre bearing date the twentieth day of December One thousand seven Hundred and Eighty five hath set the hand

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

Adam Turnbull (Seal) Pat. Macintyre (Seal) Benjn. Mee (Seal) Tho. Cotton (Seal)

Received the day and Year first within written of and from the within named Benjamin Mee and Thomas Cotton the sum of Seeca Rupees Sixty three Thousand One Hundred and Eighty six Miteen Annas and One pie being the full Consideration Money within Mentioned to be paid by them to us.

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

Adam Turnbull
Pat. Macintyre

Witnes to the signing of Adam Turnbull in the name and as the Act and Deed of the within named Patrick Macintyre.

Registered this 12 day of January 1789.
Mem. Words 1486.
S. No. 15.
Edward Scrimgeour
Register

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

Jas. Forbes
Tho. Jamplinton.

19 Aug.
Two Months after date we promise to pay to William Luard Esq. or Order three Thousand Seeca Rupees for Value Received.

S. No. 3000.
Indorsed
W. Luard
Turnbull & Macintyre

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

13 Oct. 88

up Oct.

A. Turnbull

To Benjamin Mee Esq.
due 10/10 Oct. Calcutta 10 June 1788.

See Four Months after date pay to Ramchunder deet or Order Four Hundred S. No. which please to place to my private Account your Obedt. Servant.

To Mr. Adam Turnbull
Calcutta
S. No. 400.
(Signed) P. Macintyre.
True Copy delivered Mr. Althamph Indorsed.

N. 59. due 16/9 Aug. Calcutta 16 June 1788 @ 109.

Two Months after date please to pay me or my Order five Thousand Seeca Rupees for Value Received - William Macintosh Junior

S. No. 5000.
To Messrs. Turnbull & Macintyre. J. & M. J.

N. 57. due 14/5 Oct. W. Macintosh Junior Calcutta 12 June 1788 @ 109.

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

S. No. 4253. 3.
To Messrs. Turnbull and Macintyre J. & M. J.
Indorsed W. Macintyre Junior

30 June N. 63. 3/6 Aug. 1 N. 91. Calcutta 3 June 1788 @ 109.

S. No. 264. 10.
Two Months after date please to pay to me or my Order Seeca Rupees Two Hundred and Sixty four and Ten Annas for Value delivered to you

To Adam Turnbull Esq. A. J. H. Stewart
Calcutta W. Macintosh Junior
N. 58. due 4/7 August.

Calcutta 16th June 1788 @ 109.

Seven Weeks after date please to pay me or my Order Five Thousand Sica
Rupees for Value Received.

To Messrs Turnbull and Macintyre
Indorsed William Macintosh Junior
J. & M. I.

No 774

due 5th Aug.Calcutta 5th April 1788 @ 109.

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

No 5000

To Messrs Turnbull & Macintyre
Indorsed William Macintosh Junior
J. & M. I.

William Macintosh Junior
W. Luard & Stewart

Calcutta 27th August 1788.

To Months after date we promise to pay the proprietors of the Bengal
Bank or Order the sum of Ten Thousand five hundred and eighty Nine
Sica Rupees four annas and Six pice for Value Received.

Turnbull & Macintyre.

Aug. 23.

Calcutta 25th June 1788 @ 117.

To Months after date we promise to pay unto Mr. A. Davidson or Order
Sica Rupees One Thousand two Hundred and Ninety One ten Annas
and one Pice.

To No 1291 & 10/ balance of Account Current with him closed M. Int.

To Indorsed A. Davidson
Turnbull & Macintyre

No 60 due 25th Aug.Calcutta 16th June 1788 @ 109.

Seven Weeks after date please to pay me or my Order Six Thousand Seven
Hundred forty seven Sica Rupees and Twelve Annas for Value Received.

No 6747 12.

To Messrs Turnbull & Macintyre
Indorsed William Macintosh Junior
J. & M. I.

No 13. Ent.

Calcutta 4th June 17884th August.

Two Months after date we promise to pay to Mr. James Ephinstone or
Order Twelve Thousand Sica Rupees for Value in Account.

No 12000

Turnbull & Macintyre.

Indorsed James Ephinstone, Peter Lyons.

Calcutta 24th June 1788.

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

No 5000.

Turnbull & Macintyre.

No 61 } due 9th Aug.
No 40 }Calcutta 31st May 1788.

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

W. Luard.

To Messrs Turnbull & Macintyre
Indorsed William Macintosh Junior

No 3000

Indorsed W. Luard.

William Macintosh Junior.

True Copy
Bopham

To all to whom these presents shall come Thomas Cotton and Benjamin Mee of Calcutta at Fort William in Bengal Esquires send greeting Wheras in and by a certain Indenture of Assignment bearing date the Twenty fifth day of August in the Year of our Lord One thousand seven hundred and Eighty Eight made between Adam Turnbull and Patrick Macintyre of Calcutta aforesaid of the One part and Benjamin Mee and Thomas Cotton of the same place Gentlemen of the other part Reciting as therein is recited It is by the said Indenture Witnessed that for the better securing the payment of the sum of Sixca Rupees sixty thousand one hundred and eighty six thirtien Annas and one pice and in Consideration of the sum of Sixca Rupees three thousand making together Sixca Rupees sixty three thousand one hundred and eighty six thirtien Annas and nine Pice the receipt whereof they the said Adam Turnbull and Patrick Macintyre did thereby acknowledge and thereof and of every part thereof did acquit release and discharge the said Benjamin Mee and Thomas Cotton their and each of their Executors Administrators and Assigns and for divers other good Causes and Considerations then the said Adam Turnbull and Patrick Macintyre themselves specially moving had granted Mee and Thomas Cotton their and each of their Executors Administrators and Assigns as well the Ship or Vessel called the Henry as the Policy of Insurance upon the said Ship or Vessel together with the Tackles apparel Ammunition Artillery Ordnance Stores Boats and Furniture with all and singular other the Appurtenances to the said Ship or Vessel belonging or in any way appertaining with divers other Clauses previous Conditions and Agreements in the said Indenture contained Relation being therunto had well full and at large appear and whereas it may be thought advisable for the benefit of the Concerned to

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

Signed Sealed and Delivered in
Bengal (where no Stamps are in use or
to be had) in the presence of
B. Gordon

True Copy
B. Gordon

Thos. Cotton L.S.
Benj. Mee L.S.

1788	1789	1790	1791	1792	1793	1794	1795	1796	1797	1798	1799	1800	1801	1802	1803	1804	1805	1806	1807	1808	1809	1810	1811	1812	1813	1814	1815	1816	1817	1818	1819	1820	1821	1822	1823	1824	1825	1826	1827	1828	1829	1830	1831	1832	1833	1834	1835	1836	1837	1838	1839	1840	1841	1842	1843	1844	1845	1846	1847	1848	1849	1850	1851	1852	1853	1854	1855	1856	1857	1858	1859	1860	1861	1862	1863	1864	1865	1866	1867	1868	1869	1870	1871	1872	1873	1874	1875	1876	1877	1878	1879	1880	1881	1882	1883	1884	1885	1886	1887	1888	1889	1890	1891	1892	1893	1894	1895	1896	1897	1898	1899	1900	1901	1902	1903	1904	1905	1906	1907	1908	1909	1910	1911	1912	1913	1914	1915	1916	1917	1918	1919	1920	1921	1922	1923	1924	1925	1926	1927	1928	1929	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196</
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[illegible]

In the Horrible the Mayor's
Court at Madraspatnam

Between Benjamin Mee and Thomas
Cotton by their Attornies William Balfour &
John Shalping and Oliver Cott.
vers
Patrick M^c. Intyre

The Affidavit of the above Named Oliver Bull one of the
Complainants Attorneys is

The Above Named Oliver Colt Maketh Oath and Saith, &
that the above Named Patrick M^r. Intyre is Justly and Truly indebted unto
the above Named Benjamin Mee and Thomas Cotton in the Sum of Twenty
thousand four hundred and fifty seven Star Pegoles Naitien farangs &
and Sixty Cash as stated in the said Account Current Annexed to the
Bill of Complaint filed in the above Cause on the sixteenth day of this
Instant May and this Deponent further saith that the above Named
Patrick M^r. Intyre hath been within the Jurisdiction of this Hon^{ble}
Court since the Cause of Action arose—

Sworn to before me
this 22^d May 1892
Wm Webb
Mayor

Oliver Colk
Bopham
Atty for Complaint

Dr. Patrick M. Intyre Partner with Adam Turnbull in Account with Benjamin M. & Thomas Cotton 891
 By Balance due

1788	May 23	To Cash lent or advanced upon by M ^r M ^r Intyre and Cotton on the shipment of the ship Henry and the Policy of Insurance on the said ship as by the agreement of this act - see Chapter 1	63 18 13 1
1789	May 14	To Intyre on 23 rd day at M ^r M ^r Intyre's account from 23 rd Aug 1788 being 2 m 12 s 10 d	54 16 2 6
		To Cash paid for the Commission of Insurance on the ship Henry from Bombay to Canton	36 00
		To 25 - 25 from Cottons to Bombay Current Pagas 30th. 10. 3 or - - -	25 00 3 4
		To Current Pagas 36 22 1/2 11 or	36 22 1/2 11
		And Pagas 20 27 13 9 2 2 1/2 and Pagas 12 100 - see Pagas	20 27 13 9 2 2 1/2
		Star Pagas	20 27 13 9 2 2 1/2
		Madras May 21 1789	20 27 13 9 2 2 1/2
		Errom & Colt	20 27 13 9 2 2 1/2
		Benjamin M. & Thomas Cotton	20 27 13 9 2 2 1/2
		By Balance due	20 27 13 9 2 2 1/2
		Star Pagas	20 27 13 9 2 2 1/2

Sworn in Court this
 23rd day of June 1789
 James Taylor
 Notary

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

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

Bopham
 Atty for Petors

Oliver Colt one of the above Named Attornies M^r M^r Intyre and with that since the seizure of the said Ship Henry in the above Cause she hath parted from one Anchor and hath Incurred an Expence above her Ordinary Expences of Two Hundred and Eighty two Pagodas and Twenty two fanams being the Price of an Anchor, and of Two Hundred and Sixty four Pagodas and Twenty one fanams and forty Cash being the Price of a Cable and makings together the sum of Eight Hundred and Forty seven Pagodas Eleven fanams and Forty Cash -

Oliver Colt

Filed 23. June 1789.

To the Honble the Mayors
Court at Madraspatnam

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

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

Sheweth

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

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

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

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

Dopham
Atty for Petrs.

Oliver Colt one of the above Named Attornies Maketh Oath and
sweth that since the seizure of the said Ship Henry in the above Cause she hath
parted from one Anchor and hath Incurred an Expence above her Ordinary
Expences of Two thousand and Eighty two Pagodes and Twenty two fanams
being the Price of an Anchor, and of Five thousand and Sixty four Pagodes
Twenty one fanams and forty Cash being the Price of a Cable and making
together the sum of Eight thousand and Forty seven Pagodes Eleven fanams
and Forty Cash -

Oliver Colt.

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

(835)
Filed 23 June 1789-1

In the Honble the Mayors Court at Madraspatnam

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

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

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

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

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

W. Dickson
Jas. Mayo
Bopham
Atty. for Comptt.

Filed 27th June 1789/

In the Honble the Mayors Court at Madraspatnam

Between Benjamin Mee and Thomas Cotton by their Attornies William Balfour John Spalding and Oliver Colt - Complainants and Patrick M. McIntyre Defendant.

The Affidavit of the said Oliver Colt and of Henry Dufay -

The above named Oliver Colt Maketh Oath and saith that he received the two Annexed Letters signed severally A. Turnbull and Turnbull & Macintyre in the one from the above named Benjamin Mee and this Deponent hath always understood that the above Defendant Patrick Macintyre and Adam Turnbull are and have been Copartners in Trade and Henry Dufay one of the Attornies of this Honorable Court Maketh Oath and saith that he is acquainted with the hand Writing of Adam Turnbull and that the two Letters herewith annexed appear to the said Henry Dufay and he believes them to be the proper hand Writing of the said Adam Turnbull -

Sworn in Court
this 27th day of June 1789.
James Taylor
Scriber

Oliver Colt
H. Dufay
Bopham
Atty. for Comptt.

(836)

837.

Benjamin MacEwen
Dear Sir

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

Serampore 5th June 89.

Dear Sir
Your Obedient
A. Turnbull.

Benjamin MacEwen and
Thomas Cotton } Esqrs.
Gentlemen

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

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

838.

To the Honble the Mayors
Court at Madrasputnam

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

Sheweth

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

And your Petitioner sheweth that the said parties Complainant by their said Attornies have moved this Honble Court that the said Ship Henry may be sold alleging the Risk at which she now is in and will be before the Expiration of six Months from the return of the said Sequestrations.

And your Petitioner sheweth that the said Ship is largely indebted unto the Mariners of the said Ship for their Wages &c. & to wit unto your Petitioner and mates and Seamen amounting to two thousand and Twelve Pagodas which ought to be first paid before the said Ship can be sold or from her produce if sold.

Your Petitioner therefore humbly prays to refer the premises to the Consideration of this Honble Court, and prays an Order that if the said Ship Henry shall be sold that the aforesaid Amount may be paid from her produce previous to any other demand on the said Ship. And your Petitioner as in Duty Bound
W. G. Gallan
Atty. Pet.

(839)

June 27th June 1789

To the Honble the Mayor's
Court at Madraspatnam

The Affidavit of George Gallaway of Madras
Mariner &

The Above Named George Gallaway Commander of the
Ship Henry, now under the Seal of the Sheriff upon two several
Sequestrations issuing out of this Honble Court Maketh Oath and
saith, that the said ship is indebted unto him and the other Officers
and Mariners of the said ship, for Pay and Wages up to the Thirtieth
day of this present Month of June, in the sum of Two Thousand and
Twelve Pagodas according to the Exchange of 350. R. for 100. Pagodas
as appears by the Account thereof hereunto Annexed &

Madraspatnam

Sworn to in Court
this 27th June 1789

James Taylor
Reg^r

George Gallaway

(840)

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

Present
William Webb Esquire Mayor
James Call - Edward Garrison
George Savage - Josias Duffie Porcher
Andrew Rofs - Robert Mitford
James Landon and John Mitford

Aldermen

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

vers.
Patrick M. Antyore

Affidavit Read

Bill Read

Affidavit of Oliver Colt Read

Petition of the Complainants Read

Affidavits of William Dickson and James Mayo Read

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

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

Ordered with consent of M^r Oliver Colt one of the Complainants Attorneys
that the Sheriff do pay unto Captain George Gallaway out of the produce of the
Ship Henry the sum of Two Thousand and Twelve Pagodas being the Amount
sworn to be due to the said Captain George Gallaway the Officers and Mariners

of

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

Filed 7th May 1784/

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Desvalje Godaum Hoosain Saib of Madras Inhabitant that Bahur Mahomed of the same place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Three Hundred and thirteen Pagodas Twenty two fanams and thirty three Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and twenty five Pounds Seven Shillings and Six Pence or thereabouts as well mortgaged and at large Appoyed Copies of a Mortgage Bond with a Covenant to sue for and recover the same in this Honble Court and an Account Current hereunto annexed for the inspection of this Honble Court and which Your Orator prays maybe Admitted as part Possession and ready to be produced whenever this Honble Court shall be pleased to require - And Your Orator further Sheweth unto this Honble Court that he Bahur Mahomed of the said Sum of Three Hundred and thirteen Pagodas twenty two fanams and thirty three Cash -

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

therefore prays a General relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that that the said Bahur Mahomed may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before set forth and alleged as fully truly and effectually to all intents and purposes as if the same were herein again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Three Hundred and thirteen Pagodas twenty two fanams and thirty three Cash with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

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

This 7th day of May 1784.

This Bill was shewnto me in
the days of Adjournment let
a summons issue returnable
Next Court Day. Wm Webb
Mayor.

Quarshall
Atty for Compl^t

Translation of a Mortgage Bond Dated 23rd Alhij of Madras Year 1189
to Anno Domini 3rd November 1788

I Bahur Mohamed son of Chinamamur Master of Madras does
give this Mortgage Bond to Mostah Pitta Daurjee Goolam Hoosain Sahib
of Moor East of the same place - that is to say -

In consequence of my urgent Occasion I have Mortgaged to
You the Choultry Bill of Sale of my House and Ground situated at De Vere Place
in Pallua Sarangi Street in West Lane - North to Bauman Labby Sarangi House
and South to Pallua Sarangi House - and borrowed and received of You the
sum of (309 3/4) Three hundred and Nine and three quarter Star Pagodas &
Current Money of Madras which I do hereby engage to repay You on or before
the 30th May or 10th February 1789 next - with all such Interest as shall or may
become due thereon at the rate of 12th Cent of Annam - And full of which I do
are hereby empowered to prosecute in the Noble the Mayor's Court and recover
Your Principal and Interest together with the Charges attending thereto -
I further engage to make You Satisfaction without disputing by filing &
Demurrer Plea and Answer in the Noble Court that I have given You this
Mortgage Bond of the Choultry Bill of Sale of my House with my free and
Consent Witnesses Bauman Labby Sarangi Yamanah Mondellias and Tommo &
Colle Narsoo by their Knowledge this Mortgage Bond of the Choultry Bill of
Sale of my House was drawn by Appraiser &

Witnesses signed!
Yamanah
Bauman Labby
Tommo Colle Narsoo -
Received in part this Day Pagodas 14
& by means of Bookish. 10

Mahud Bahur Mohamed
True Translation as near as can be from the
Malabar Language
Signed / Ranganadom
Tanner Copy
J. Stuart Hall
Atty for Compl.

Dr. Bahur Mohamed in Account Current with Daurjee Goolam Hoosain Sahib

1788 Nov. 3	To the Amount of your Mortgage Bond bearing Date this Day	309 3/4	1788 Nov. 3	By Cash Received in part Principal	4
1789 May 3	To Interest on 20 to this Day is 6 Months @ 12 th Cent of Annam	18 16 1/2	1789 May 3	By Do - Do by means of Bookish	10
		328 14 1/2		By Do - Do Interest on 200 th " is 6 th @ 12 th of Cent of Annam	35
				By Do - Do on 200 th " is 6 th @ 12 th of Cent of Annam	27 1/2
				By Balance due	328 14 1/2
					343 22 3/4
					328 14 1/2
					328 14 1/2

Madras 3rd May 1789 -
Errors Excepted & signed /
Daurjee Goolam Hoosain Sahib
J. Stuart Hall
Atty for Compl.

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

L: S.

Present
William Mobb Esquire Mayor
Josias Duffie Porcher and Andrew Ross
Aldermen

Between Davidjee Goodaum Hoofiaaiah
of Madras Inhabitant Complainant and Pakker
Mahomed of the same place Inhabitant Defendant.

It Appearing by the Records of this Court that the usual
rules have issued for the Defendant to answer the Complainant's Bill which he
has neglected doing This Court doth therefore think fit to Order and Decree that the
Defendant shall pay unto the
Complainant the full and Just Sum of Three Hundred and Ninety Eight Pagodas
Twenty two Fanams and thirty three Cash (Pag. 313. 22. 33) with all such
Interest as now is or shall hereafter become due thereon untill full payment is made
also all Costs of this Suit.

Now

Mayor's Court

Filed the 3rd June 1789/

To the Honble the Mayor's
Court at Madraspatnam

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

But now so it is May it please this Honble Court the
said Audyapautham Obstinately and willfully refuses to pay the same or to
give Your Orator any Manner of Satisfaction touching the Promises 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
Audyapautham 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 truly and effectually to all Intents and purposes as if the
same were here again Repeated and particularly Interrogated and that he may
be decreed to pay unto Your Orator the aforesaid Sum of Twenty seven Pagodas
Twenty

Twenty one pawns and fifty Pash with all such Interest as now is or shall hereafter may become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Andrapaitham to be summoned and required by the Sheriff of Fort Saint George Town of Madras to appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed there and there to answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

July 3. 1789.

This Bill was shown to me in the days of Adjournment Let a summons issue returnable Next Court Day.

Wm Webb
Mayor

Edward Hall
Atty for Compt.

Translation of a Bond dated 15th Margashy of Pavaiga Year Answering to 4th Anno Domini 25th December 1787.

I Andrapaitham son of Condapah Gramany of Madras have in consequence of my urgent occasion borrowed and received of the said son of Pillai Coorpana Madallier the sum of (33) thirty three star Pagodas Current Money of Madras which I have hereby engaged to repay You on or before the 30th Thage of Madaca Year or 10th February 1789 with all such Interest as shall or may become due thereon at the rate of 10% per Cent per Annum. In default of which You are hereby empowered to recover it by Prosecuting me in the Court - Thus Andrapaitham have give this Bond to the said Gramany by their knowledge this Bond was given by Sathramanyan son of Pandan Venkatach Gramany.

Mitigates

Signed Coorpana Madallier
witnessed. Nannay Gramany
15th Chithira of Pavaiga Year or
15th April 1789 received from
Andrapaitham Page 3.

True Translation as near as can be from the Malabar Language
Edward Hall
Atty for Compt.

848

Andrapaitham in Account Current with the said Andrapaitham

1787		1788		1789		1790	
Dec 25	To the Amount of Year Bond bearing date to this day	33	"	Dec 25	By these that from 25 th Decr 1787 to the 25 th October 1788 is	10 Months @ 10 pawns per Month being 100 pawns Exchange	2. 10
June 2	To Interest on 30 to this day is 7 th 7 th @ 12 pawns per Annum	5. 33. 20		June 2	By Cash received	@ 15 p. of Pagoda is	38
		38. 33. 20		April 27	By 30		8
				June 2	By Interest on 30 to this day is 3 @ 12 pawns per Annum		11. 3. 1
					By Balance due		5. 50
							11. 8. 50
							27. 21. 50
							38. 33. 20

Pagodas

Pagodas

Madras 2nd June 1789.
Errors Excepted Mark of Andrapaitham
Edward Hall
Atty for Compt.

Twenty one pounds and fifty Paise with all such Interest as now is or shall hereafter
may become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Defendant
to be Summoned and required by the Sheriff of Fort Saint George Town of Madras, Putnam
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 there and there to
Answer the said Petitioner'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.

July 3. 1789.

This Bill was shown to me in the
days of Adjournment & let a summons
issue returnable Next Court Day.

Wm Webb
Mayor.

Wm. Hall
Mly for Comp't.

Translation of a Bond dated 15th Mayorga of Paraga year answering to A.
Anno Domini 25th December 1784

Studyapautham Son of Condappa Gramany of Madras have in consequence
 of my urgent Occasion borrowed and received of Shiyaulam son of Pulli Coorppana Madellan
 the sum of (33) Thirty three star Pagoda Current Money of Madras which Sum I do
 hereby engage to repay You on or before the 30th Thye of Kudaica Year or 10th February
 1789 with all such Interest as shall or may become due thereon at the rate of 10
 per Cent per Annum. In default of which You are hereby empowered to recover it by
 Prosecuting me in the Court - Thus Studyapautham have give this Bond to Shiyaulam
 Gramany by their knowledge their Bond was drawn by Subramanyam Son of Pandara
 Venkataiah Gramany -
 Signed / Studyapautham
 Witness Parasaraman
 Attest Translation

Mitrochys

Signed *Poeyaj*, *Parasacramen*
marked. *Hanau*, *Gnaminy*
1st. *Chitira* of *Sanuya* *Near* or
19 April 1839. Received from -
Subsacramen *Prof. J.*

Signed/ Radhasee Doss.
 True Translation as near as can be from the Malabar
 Language
 Original Copy
 W. Marshall
 1845

10

Sudayaputham in Account Current with Thevarulam

No.	Date	Particulars	Debit	Credit	Balance
37	25	To the Amount of 1000 Rupees being date to this day			
38	"	"			
39	"	"			
40	"	"			
41	"	"			
42	"	"			
43	"	"			
44	"	"			
45	"	"			
46	"	"			
47	"	"			
48	"	"			
49	"	"			
50	"	"			
51	"	"			
52	"	"			
53	"	"			
54	"	"			
55	"	"			
56	"	"			
57	"	"			
58	"	"			
59	"	"			
60	"	"			
61	"	"			
62	"	"			
63	"	"			
64	"	"			
65	"	"			
66	"	"			
67	"	"			
68	"	"			
69	"	"			
70	"	"			
71	"	"			
72	"	"			
73	"	"			
74	"	"			
75	"	"			
76	"	"			
77	"	"			
78	"	"			
79	"	"			
80	"	"			
81	"	"			
82	"	"			
83	"	"			
84	"	"			
85	"	"			
86	"	"			
87	"	"			
88	"	"			
89	"	"			
90	"	"			
91	"	"			
92	"	"			
93	"	"			
94	"	"			
95	"	"			
96	"	"			
97	"	"			
98	"	"			
99	"	"			
100	"	"			