MAYOUR COURT

VOL : 24

GNO : 12019

pleading

MAYOUR COURT

VOL NO: 24

G.NO: 12019

செப்பமிடுபவர் பெயர் V. ராமர்

செப்பமிடுவதற்காக எடுத்தது 12/03

வாங்கப்பட்ட நாள் 2/2004

சரிபார்க்கும் | ஆராய்ந்து
மு.பா.எ. | உதவிசெய்
கையொப்பம் | கையொப்பம்

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Exhibit

December 11th 1690

To the Honorable the Mayor

Court at Madrastapatnam

Humbly Complaining Sheweth unto this

Honble Court Your Orator Thomas Radbone of Madras Victuall

That Joseph Shawne also of the same place Mariner stands Indebted

unto Your Orator in the full and just Sum of Twenty Six

Pagodas and Two Fanams Current Money of Madras making Two

Sterling Money of Great Britain at the Rate of Eight

Shillings for every Pagoda the Sum of thirty Pounds Eight

Shillings and Five Pence being the Amount of an Account

which Your Orator is Ready to produce to this Honorable Court

if Required And Whereas your Orator hath frequently and

instantly Mannor Requested the Payment of the said Sum

of Twenty Six Pagodas and Two Fanams But now so it is

may it please this Honorable Court the said Joseph

Shawne Obstinately and Wilfully refuses to pay the same

or to give Your Orator any Manner of Satisfaction touching

the premises Your Orator prays Aforement Relief unto this

Honorable Court that Coppies Hereof to Equity and

good Conscience To the end therefore that the said Joseph

Shawne may upon his Corporal Oath full true Direct and

Perfect Answer make to all and Singular the Matters and things

herein before Sett forth and alledged as fully truly and Effectually

to all Intents and purposes as if the same were there again

Repeated and Particularly Interrogated and that he may

be Decreed to pay unto Your Orator the aforesaid Sum of Twenty

Six Pagodas and Two Fanams With all such Interest as now

is or shall hereafter become Due thereon the Costs of this

Suit May it please this Honorable Court

together With such Interest as may in Equity become Due
thereon Until Full Payment is made to the said Charles

£ 6000

To the Worshipfull the Mayor's
Court at Madraspatnam

Sittg 30 April
Rec'd 1st May 1770

A Complaint of Thomas Rumbley of Madras Inhabitant
Humbly Sheweth unto this Honorable Court That Charles Gaillard of the same Place Inhabitant Stands
Indebted unto your Orator in the full and Just Sum of One
Hundred and Twenty One Pagodas and Twenty Five Fanams
Current Money of Madras, making in Sterling Money of Great
Britain at the rate of Eight Shillings for every Pagoda the
Sum of Forty Eight Pounds Fourteen Shillings and Seven
Pence as Your Orator is willing and ready to Aver as by an
Account Particulars hereunto Annexed for the Inspection of this
Honorable Court Your Orator Humbly Prayeing the same may
be Admitted as part of this his Bill of Complaint AND
Whereas Your Orator hath frequently and most Earnestly Manner
Requested the Payment of the said Sum of One Hundred and
Twenty One Pagodas and Twenty Five Fanams Notwith
standing the said Defendant hath hitherto Wholly refused and
still doth refuse to pay the same or to give Your
Orator any Satisfaction touching the Premises Your Orator
prays a Genral Relief unto this Honorable Court And Charles
Gaillard may upon his Corporal Oath fully true Direct
Agreable to Equity and good Conscience To the end therefore that the
said Charles Gaillard may upon his Corporal Oath fully true Direct
and perfect Answer make to all and Singular the Matters and Things
Herein before set forth and alledged as fully truly and Effectually to
Answer to the Best of his Knowledge and Remembrance as if the same
were to him Severally and Particularly Repeated and Recited
and he the said Defendant Charles Gaillard Personally
Appearing in this Honorable Court and being Duly Sworn upon the
Holy Evangelists Doth Depose and Say that he Defendant
Shall Endeavour to Answer the Complaint of the Plaintiff

Mayor's Court at
Madraspatnam

Saturday the 1st Day of January
Anno Domini 1771

Present

Thos Holland Esquire Mayor Presidg.
Peter Marville — Thomas Pomroy
Reynold Adams — Arthur Cuthbert
Charles Smythe — Edward Stracey Esqrs
Francis Lawdan — Aldermen

Dickinson Esqr Robt Rathbone
Esqr Peter Bellamy Complainant and
Joseph Hancock Esqr the same place
Merchant Defendant

Till Defendant being in Court and
Acknowledging the Writings of the Complaint to be Served
upon him This Court doth therefore thereby Call the Defendant Personally
and doth Hereby Enjoin and Order him that the Defendant
shall Appear to the Complaint of the Plaintiff

Particularly Interrogated and Sworn
Your Orator therefore craves the Sum of One Hundred and Twenty One Pagodas and Twenty Five Fanams, With all and Singular Costs of Suit
or Such Further Sum as may be Due thereon, also all Costs of this Suit

May it Please this Honorable Court to Cause the said Charles Gaillard to be Summoned and Required by the Sheriff of Fort Saint George Personally to be and appear before this Honorable Court at such time and Place to be by this Honorable Court Prefixed and Appointed, then and there to Answer the Premises and Plead to the Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honorable Court shall seem Meet

20th April 1770

Sworn to in Open Court the Day of
Before me
Register

Dan'l Sloan
Attorney for the Complainant

Jno Smeaton
Mayor

Mr Charles Gaillard Dr

1768				
March	To Your Bond to Robert Hyder Esqr Deceased for		100	
	Principal on 6 Months for Pagodas			
	To Interest on Ditto from the 20th of March 1768 to the 20th Day of April 1770 2 Years 1 Month			
	Viz 25 days at 8 p Cent for 1 Month	2		
	1 Year 2 Months	16		
	To Your promissory Note of this Date payable to		17	8
	on 6 Months for Pagodas			
	To Interest on Ditto from the 2d Day of September			
	1768 to the 20th Day of April 1770 1 Year			
	7 Months 28 Days at 8 p Cent	1	9	
Madras 20th April 1770				1

Tuesday the 12th Day of June
Anno Domini 1770

Present
John Holland Esqr. Mayor
Arthur Cuthbert & Charles Smith
Aldermen

Between Adolphus Smith
of Madras Merchant Complainant
and Charles Gaillard of the same place
Inhabitant Defendant

It Appearing by the Records of this Court that the Space of six Months of the time limited on His Majesty's Writt issued against the Defendants Effects and the Defendant having not made any Appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum and just Sum of One Hundred and Twenty one Pagodas and Twenty five Fanams
Pagodas 121. 25 Together with such Interest as may
or shall become Due thereon Until full Payment
is made and all Costs of this Suit
of Court

Visited the 10th February
Paid the 12th 1770

To the Honble the Mayor's
Court at Madras Spatnam

Humbly Complaining Sheweth unto

George Monteath that Whereas Sundaramiah Pillah
Pillah on the first Day of May one thousand seven hundred and Sixty
Nine at Madras aforesaid by their Writing Obligatory commonly
called a Bond of the Amount of Pagodas to be held and firmly
unto their Worthy and Special Lord of Three thousand and Sixty
Pagodas Current money of Madras Coin to be paid on the Demand
thereof and Sixty Pagodas with the Interest of the Principal sum
said Writing Obligatory or Bond to be produced to the Honorable
Court when required (And the aforesaid Obligors of the Penal
and Sixty Pagodas doth make and Sterling money of Great
Britain according unto Pagodas Eight Fanams the Same
of Three Hundred and twelve Pounds Sterling Money. And Whereas
further Amount unto this Honorable Court that the said
and Obligors Sundaramiah Pillah Subbanah Pillah and Chamiah Pillah
Chamiah Pillah did wilfully and Obstinately refuse to give
their Oaths in Answer to Interrogatories touching the Complaint
Court shall appear against to Equity and good Conscience To
the end therefore that they the said Sundaramiah Pillah
and Chamiah Pillah may upon their Corporal Oaths in Court
Answer make to all and Singular the matters and things therein
before alledged and assert fully truly and effectually to all
intents and purposes as if the same were here again repeated and
Interrogated and to Decree to pay Your Orator the aforesaid
of Three Thousand and Sixty Pagodas together with the Interest
that shall or may be due thereon also all Costs of this Suit
May it please this Honble Court to cause the said
Sundaramiah Pillah and Chamiah Pillah
and appear

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to be and appear before this Honorable Court at certain time
place to be by this Honble Court appointed then and there to Answer
this Your Orators Bill of Complaint and further to
Stand by and abide such order and Decree therein as to this Honble
Court shall seem meet

William Cranmore
Attorney for the Complainant

February the 10th 1770

Sworn to me in the Days of Appearance
1st to Summons y[illegible]

Bryant Saunders
Mayor

Mayor's Court at
Madraspatnam

Tuesday the 15th Day of Feby
Anno Domini 1771

Present

John Holland Esquire Mayor
Archibald Cuthbert and Charles Smith
Aldermen

Between John Johnstone
of Fort Saint George Merchant
Complainant and Sundaramiah Pillah
and Chamiah Pillah of Madras Merchants
Defendants

It Appearing by the Records of this Court that the
Space of one Month since Limited unto his Majesty's Charter
is Elapsed since the Return of the Warrant of Sequestration issued
against the Defendants Effects and the Defendants have not since
any Appearance nor Caused to Answer the Complainants Bill

Mayor's Court

doth Accordingly Order and Decree that the
pay unto the Complainant the full and just Sum of
Rupees and thirty Pagodas / Pagodas 1026. —/
together with the usual Interest as now is or shall hereafter become
Due thereon Untill full Payment is made also all Cost
this Suit

Plea

Read and Filed
28th January 1764

To the Honble the Ma
Court at Madraspatan

Humbly Complaining Sheweth unto
this Honorable Court Your Orator Pogo Catchick of Madra
aforesaid That Conan Caudi Chitty and Alagamma
Mootoomuttu Chitty of the same Place Merchants Shad
Indebted unto Your Orator in the Just and true Sum of Fi
hundred and fifty two Pagodas Twenty two Fanams and Forty
Cash Current Money of Madras Making in Sterling Money Eight
Pontam Accounting every Pagoda Eight Shillings the Sum
Two hundred and Twenty One Pounds and Three Pence as
As will more fully and at large appear by the Accounts of
aforesaid and Indorsement And that Accounts Current hereto
annexed for the Inspection of this Honorable Court And which
Your Orator prays may be Admitted as part of this Your Orator
Bill of Complaint. And Your Orator for the Honorable unto
Honorable Court that Defendants frequently did and are daily
Manner Ignorant Pregnant from the said Conan Caudi Chi
and Alagamma Mootoomuttu Chitty of the said Sum of
Five hundred and fifty two Pagodas Twenty two Fanams and
Lady (Viz) Cash

May it please

To Cause the said Conan Caudi Chitty and Alagamma Mootoo
Chitty to be Summoned to Appear by the Sheriff of Fort
Saint George Sum of Madraspatam and the Peons belonging to
Sheriff Personally to be and Appear before this Honorable Court
at a certain time and Place to be by this Honorable Court
and appointed then and there to Stand to and abide by such Order
Decree Therein as to this Honorable Court shall seem Meet

John Sykes
Attorney for the Complainant

Where Defendants Conan Caudi Chitty and

The Duke being of We are Obliged to Deliver the
According the said Cost at Madras or at Pallicate Where
shall Sett with Condition that We shall make Sure
the Patterns that he shall give Us We are to Deliver
two Accounts of the Cost of the said goods
Mr Pyge shall give Us the Cost of the said goods with
Cent on the Sea Cost which is the Interest on Commission
on Case We shall not Deliver the goods at the time
are Obliged to pay unto the said Mr Pyge
Requirements Permissions of Manillas And all Sorts of
shall Draw Our Accounts till the Delivery of the said goods
Pyge unto shall have no Concern with the Sales We Agree
the said Mr Pyge shall if We shall want money We shall
Bye such as We shall pay with the Interest thereon
Delivery of the said goods The following Lists of the goods
Some thing more or Less with Regard and Interest thereon

10 Pieces of Long Cloth Superfine shall Cost @ 10 Pagodas				100
100 Do of Do Containing 20				
200 Do of Do Broad Cloth	@ 6	Do	pr Piece	1200
Contains this quantity there remains to be Pieces of Blue	@ 16	Do	pr Do	470
Allowed Cost it be what it shall Cost				690
200 Do of Do Broad Cloth	@ 30	Do	pr Corge	3300
100 Do of Chintz Superfine	@ 13	Do	pr Do	1300
200 Do of Do Common fine	@ 34	Do	pr Do	2400
200 Do of Do 2 Cost	@ 24	Do	pr Do	1800
shown this Quantity there remains to be Piece				
of blue Chintz Cost it be what it shall Cost				
200 Do of Do 2 Cost				1800
10 Doz of RD Cambaise fine	@ 4	Do	pr Do	240
20 Do of Do Do	@ 5	Do	pr Do	100
10 Do of Blue Do	@ 2	Do	pr Piece	20
20 Do of Do Do	@ 3	Do	pr Do	60
20 Do of RD Handkerchief Superfine	@ 4½	Do	pr Do	90
shall Contain 12 Handkerchief	@ 3	Do	pr Do	720

Brought Over Pagodas

20 Pieces RD Handkerchiefs fine @ 3 Pagodas pr Piece shall
Contain 9 Handkerchiefs in a piece — 60 —
20 Do of Blue Do Do @ 3½ Do pr Do shall — 70 —
Contain 10 Do
20 Do Do Do @ 2 Do pr Do shall — 40 —
Contain 10 Do in a piece
780 Pieces Pagodas 3300 —

This Contract is Written in two of One Tenor and Date
Mutually Entered Into at Madras 8th October
1761

Cazull Chitty
Mootoovencatta

A true Translation as near as can be taken from the
Armenian Language by Arathoon Shaderon

John Sykes
Attorney for the Compts

A Translate from Indorsement

1761	Rs		
8bre	6 Received	600	—
8bre	10 Ditto	500	—
November	15 Ditto	90	—
	25 Ditto	200	—
	29 Ditto	100	—
	2 Ditto	70	20
	22 Ditto	300	—
	14 Ditto	100	—
1762	22 Ditto	100	—
January	2 Ditto	100	—
1762	22 Ditto	100	—
Febuary	19 Paid	200	—
		Pagodas 300	—

A true Translation

Where to Answer this your Orator's Bill of Complaint
further to Said & and abide by such Order as
as to this Honorable Court shall seem Meet

John Taylor
Attorney for the Complt

6th June 1795

This Bill was sworn between
the Days of September Term & Second
Term Returnable in Court Day

Peter Manson
Senior Master

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John Taylor Esqr
Complainant

Peter Manson Esqr
Defendant

Bill of Complaint

Filed 6th June 1795

Exhibit A

Exhibit B

Mayors Court at Madraspatnam } Tuesday the 4th Day of June Anno Domini 1771

Present

John Holland Esquire Mayor

Peter Marsille — Thomas Powney

Francis Sandan — Aldermen

Between George Smithy of Saint Georges Merchant and Peter Russell and William Lutes of Rangoon in the Pegue Defendant

The Defendant appearing in Court & Attorney & the Court being therefore think fit to Decree & do Accordingly Order and Decree that Defendants shall pay unto the Complainant the just Sum of Two thousand two Hundred & Pagodas Twenty three Fanams and Thirty Nine Pagodas 2207. 23. 29 / together with Interest & Costs or shall otherwise shew Cause to the Contrary

Plea

To the Worshipful the Mayor Court at Madraspatnam

Humbly Complaining shew unto this Worshipful Court your Orator William Smithy of

Madras in Debt unto your Orator in the full and just Sum of Forty three Pagodas Fourteen Fanams and Thirty five Cash Current Money of Madraspatnam making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Seventeen Pounds & Seven Shillings or thereabouts being the Ballance of an Account Sale of Muggaboories Sold by the Defendant Chitty

And Whereas your Orator hath frequently & Dilligently & Manner Requested payment of the said Nainah Chitty for the said Sum of Forty three Pagodas Fourteen Fanams and Thirty five Cash

But now so it is May it please this Honorable Court the said Nainah Chitty Obstinately & wilfully refuses to pay the Same or to give your Orator any Satisfaction touching the Premises your Orator therefore prays Process out of this Honorable Court against the said Nainah Chitty to be & Appear before this Honorable Court & then & there to Answer the Premises & further to Stand & Abide by such Order & Decree herein as to this Honorable Court shall seem meet & the said Nainah Chitty may be compelled to pay unto your Orator the said Sum of Forty three Pagodas Fourteen Fanams and Thirty five Cash with Interest & Costs of Suit & your Orator shall ever pray &c

May it please this Honorable Court to Grant unto your Orator his Majesties most Gracious Writ of Subpoena to be directed to the said Nainah Chitty commanding him by the Sheriff of Fort Saint George Peons & Messengers of this Honorable Court at certain Time & Place therein to be & appear before this Honorable Court & then & there to Answer the Premises & further to Stand & Abide by such Order & Decree herein as to this Honorable Court shall seem meet & the said Nainah Chitty may be compelled to pay unto your Orator the said Sum of Forty three Pagodas Fourteen Fanams and Thirty five Cash with Interest & Costs of Suit & your Orator shall ever pray &c

Filed 16 June 1771

August Court
Madras Fort St. George } Tuesday the 8th
Anno Domini

Present

The Honble Nathl Halhead Esqr Mayor
Peter Maniell — Thos Powney
and Isaac Isaacs — Aldermen

Between William Bolts
Merchant Defendant

and Nicholl Pailly of Madras
Merchant Defendant

Plaintiff

Whereupon by the Desire of the Defendant Counsel was Heard to Answer the Complainants Bill of Complaint Exhibited Against them Whereupon Consideration being had thereof It is Ordered that the Defendant pay unto the Complainant the Sum of Sixty Pagodas Costs of Suit Sixty Pagodas No. M 25 Together with such further Sum or Sums as shall hereafter become Due thereon for Costs of Suit

Plaintiff's Costs 60 Pags

Petition filed 8th March 1711

Petition Humbly Complaining Sheweth to this Honorable Court your Orator Robert Sherriff of Madras Gentleman That whereas [illegible]

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of Madras being the Estimated Value of the Horse which the said Tambo has either in his Custody or in his Power which Horse is the property of your Orator who hath frequently and repeatedly Demanded either the said Horse or the said Sum of Sixty Pagodas being the Estimated Value of the said Horse as aforesaid which Sum of Sixty Pagodas after the rate of Eight Shillings for every Pagoda Doth Amount to the Sum of Twenty four Pounds Sterling Money of Great Britain And Whereas your Orator hath frequently Entreated him in a Civil Manner requesting that the said Tambo would either Deliver the said Horse Unto your Orator or Pay unto him the said Sum of Sixty Pagodas But now so it may it please this Honorable Court that the said Tambo is so Ill minded this Honorable Court to Refuse your Orator any Justice Manner of Satisfaction Touching the premises under Colour of Several Evasive Pretences your Orator therefore prays a Generall relief as the Honorable Court shall think fit and Equity and good Conscience Shall Require And therefore that the said Tambo may appear at this Honble Court to Answer the Premises and further to Stand to and Abide such Order as this Honble Court shall think fit to Direct And that a Writ of Subpoena may Issue out of this Honble Court Directed to the said Tambo to be Summoned and Compelled to Come before this Honble Court to Answer the Premises and further to Stand to and Abide such Order as this Honble Court shall think fit to Direct And that the said Tambo may appear Personally or by his Attorney in this Court and

The Answer of Sarah
Mahony Defendt to the
Complaint of Robert Cro
& Others Complainants

This Defendant saving and reserving to herself all Benefit and
Advantage of Exception to the many Errors Uncertainties
and Insufficiencies in the said Bill of Complaint contained
for Answer thereunto or unto so much thereof as this
Defendant is advised is Material or necessary for her to
make Answer unto she answereth and saith that she is
informed and believes it to be true that the said Complainants
or some of them did exhibit their Bill of Complaint in this
Honorable Court against George Stephen Harvey and
this Defendant for the Purpose in the said Bill mentioned
and that the said George Stephen Harvey did appear
thereto but this Defendant did not appear thereto
nor was she served with any Subpoena to appear to
answer the said Bill of Complaint and this Defendant
further answering saith that she hath been informed
and believes it to be true that the said George Stephen
Harvey hath since departed this Life and this Defendant
saith that she hath not any Estate or Effects which
were the property of the said George Stephen Harvey
deceased in her hands possession or power save and except
such Estate and Effects as she is entitled to as Executrix
of the Will of the said George Stephen Harvey deceased
and this Defendant saith that she hath not any Estate
or Effects which were the property of the said George
Stephen Harvey deceased in her hands possession or
power save and except such Estate and Effects as she
is entitled to as Executrix of the Will of the said
George Stephen Harvey deceased

Page the Estimate Value of Answer
to the Replycon to Bill of Complaint The Rep
saith that on or About the Sixth Day of February
present year One thousand Seven hundred and
Twelve the aforesaid Howe of Mr Page Mayor
for the Town of Tiffy Byrne did Deliver Mr Ro
Receipt for the money who also gave one Order
for the Defendant to Deliver the said Howe to the
Replycant which the said Defendant did but
with the said Order being Endorsed by the
Mr Heavey had only Lent the Howe to the D
And this Replycant hopes Leave to Annex Copies of the
Order to this his Replication and prays they may be
Light as if they had been Annexed to his Bill of Complaint
Originals being in this Replycants Custody ready
to this Honorable Court when required This Replycant
of Credible Witnesses that he did Lend the aforesaid
Replycant was Accordingly Given the Defendant
the Howe to the Replycant which the Defendant
promised to Do but some time after he pretended that
was Lent to him and therefore refused the Howe
to pay him off which the Replycant Still ought
ought to Do but this Replycant Humbly Conceives
Hearings Receipt and Order Copies of which are hereto
are sufficient to prove the Lending of this Replycant
or the Defendant and hopeing this Honorable Court
pleased to Decree the Defendant either to Deliver the
or Because Conscious he was in at the time he
purchased him to pay unto this Replycant the Sum
which by the Value the Estimate hereof and the
Justly with Costs to such other part of the Defendant
which this Replycant hath not Answered and this
Conscious and Commercial ought to pay the Replycant
Honorable Court thereof

May it please your Honors this Defendant

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as is and by his said Bill of Complaint Set forth Already
Sworn

Mr Chambers
Attorney for the Replycant

The Rejoinder of Lambert Medra
Dubarle Defendant to the Replication
of Robert Churchill of Port Mayo
Gentleman Complainant

This Defendant now and at all times hereafter
Saving and Reserving to himself all manner of Benefit and
Advantage of Exception to the Uncertainty and Insufficiency
of the said Replication for Rejoinder saith, that the Defendants
said Answer is true certain and sufficient in the Law to be
Replied unto and saith as in and by his said Answer he doth
Already said and Doth and will ever and Maintain all and
every thing and things therein to be true and certain, in such
Manner and form as the same is Pleaded and Expressed and this Defendant
also saith that the said Replication of the said Complainant
is Uncertain and Insufficient in the Law to be Rejoined unto
by the said Defendant for Divers Reasons and Imperfections
therein Contained this Defendant further saith he cannot
Conceive that the Receipt and Order given by Mr George Hopkins
Heavy to the said Complainant bearing Date the Sixth Day
of February in this present year One thousand Seven Hundred
and Twelve may any ways make him Lyable to the
said Complainant Especially as this Defendant by his
Professions Paper writings signed by the said Mr George
Stephen Heavy and bearing Date the twenty Fifth Day of
January in this present year One Thousand Seven Hundred
and Twelve of which Two pieces of Paper is
Now to Ever Written for the sum of Twenty Eight Pounds
and the other Specifying the Receipt of the said Sum of Twenty
Eight Pounds from this Defendant as aforesaid Writings
are in this Defendants Custody and will be produced to
this Honorable Court in Case and this Defendant

further

further and the Court is unwilling to Grant any Continuance saying that this Defendant had promised to Pay the Horse in the Presence of Cornelius Mitchell whereas the Horse was Sold to one Matthew as proved by the Defendant and that the said Mr George Stephen Henry & Thomas the Horse was Sold for, as already asserted by the Defendant which Sum is now due to the Plaintiff & Ought to be Recovered of the said Mr George Stephen Henry by the said Defendant

All which matters & things the said Plaintiff by Henry Lennox his Attorney in this Honorable Court doth aver & therefore prays as before in his said Action he hath prayed

Pay[illegible]

Attorney for the Pl

Received

Sold January 25th to Mr Mathews for the Sum of Twenty Eight Pagodas — George Stephen Henry

[illegible]

Mayors Court at Madraspatnam

Tuesday the 18th Day of January Anno Domini 1771

Present

Sohan Holland Esquire Mayor

Peter Auriol — Isaac Pereira

Reginald Adams — Arthur Cuthbert

Charles Lavilla — Edward Monckton

Tenant Saunders — Peter Moore

Between Robert Churchill of Madras Gentleman Complainant and Thomas Dubois of Madras Defendant

This Cause coming on to be heard and Debated this Day in the Presence of the Attorneys on both sides in Reading the Complainants Bill the Defendants Answer, the Replication Complainants Exhibits in the said Bill Contained Five Exhibits the Rejoinder Two Exhibits in the said Defendants Answer, the Pleadings made Thereon and Argument of the Defendants Counsel Contained and Mature Deliberation had Thereon It Appearing by the Defendants Answer Duly Sworn and Certified and Admitted on Record by the Defendant to the Court that the Horse in Question was sold by the Defendant who was Servant to George Stephen Henry and the said Defendant having

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Mayor's Court at
Madraspatnam } Tuesday the 3d
} Anno Domini

Present

Peter Holland Esquire Mayor
Thomas Powney — Reynold Rowe
Nathan Cubbon — Charles Smith
Edward Stracey — Francis Fowke
George Smith — Waterman

Between Paul Hurd
Attorney Assistant Complt
Mathias Archdeacon Defendt
Whereas the Defendant being not Guilty
in the Complaint of the Complainants Bill
of Complaint Exhibited in this Court and
Pleaded the Same And the Defendant Hath
Craved Leave that the Defendant Shall Pay and
Deliver unto the Complainant the Sum of Forty
Pagodas Current Money of Madras Aforesaid
Which the Defendant Hath Offered to Pay
and Deliver unto the Complainant Now
Therefore it is Ordered Adjudged and
Decreed that the Defendant Shall Pay and
Deliver unto the Complainant the Said Sum
of Forty Pagodas Current Money of Madras
Aforesaid and Also the Costs of this Suit

Pd Dues

To the Hble the Mayor
Court at Madraspatnam

Humbly Complaining
Sheweth unto your Honble Court
Thomas Hurd Churchwarden of the Parish
of St Mary's Fort St George in the
Presidency of Fort St George Aforesaid
That Mathias Archdeacon late of the
Same Place Aforesaid Merchant Did
on the 10th Day of December 1790
Contract a Debt with your Orator
for the Sum of Forty Pagodas Current
Money of Madras Aforesaid Which
Sum of Forty Pagodas your Orator
hath Frequently Demanded of the
Said Archdeacon but he Refuses
to Pay the Same Your Orator
therefore Prays that the Said
Archdeacon may be Compelled to
Pay unto your Orator the Said Sum
of Forty Pagodas Current Money
of Madras Aforesaid with Interest
for the Same and Costs of Suit

Sworn before me this 3d
day of May 1791
Peter Holland

100 Rupees

Forty Eight Pagodas Twenty Seven Fanams and Forty Cash
Current Money of Madras making in Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda the
Sum of Nineteen Pounds Nine Shillings and Ten Pence
Whereby He Does more fully and at large Appear by an Account
Current hereunto Annexed for the Jurisdiction of this Honorable Court
which Your Orator Humbly refers and Prays the same may be
Annexed Part of this your Orators Bill of Complaint and your
Orator Shews unto this Honorable Court that he hath
frequently Sued in an Amicable Manner requested Payment from
the said Churchwardens of the said Sum of Forty Eight Pagodas
Twenty Seven Fanams and Forty Cash

But now so it is May it please the
Honorable Court the said Churchwardens Obstinately and wilfully
refuse to pay the same or to give your Orator any Manner of
Satisfaction touching the Premises your Orator therefore prays
Special relief such as to this Honorable Court shall seem
Agreeable to Equity and good Conscience

To the End Whereupon the said Churchwardens
may appear to this Complaint Duly Call to Answer Oath
Answer make Oath and Subscribe the Matters aforesaid
before Set forth and Alledged as fully truly and Effectually to all
Intents and Purposes as if the same were here again repeated
and particularly Interrogated and that Answer to Decree
as aforesaid Sum of Forty Eight
Pagodas Twenty Seven Fanams and Forty Cash with
all such Interest as now is or shall Accrue thereon Due
thereon Also all Costs of this Suit

May it please the Honorable Court
to Cause the said Churchwardens to be Summoned and Required
by the Sheriff of Fort St George Peons &c to Appear
and Answer before

this Honorable Court at aforesaid time & place, which
Honorable Court proceeded & Appointed them so
to do which by such Order & Decree thereunto the
Court doth Sworn. Mark

Wm Chambers
Attorney for the Complt

Mr Churchodoo in Mr Court Mills Solon Ogsolin

1771 March 1	To Cash Sent you on your Obligation this Date	100	-	-	
	To Interest on D.o Pagodas 3 Years & 1 Month & 15 Days	22	10	-	
		Pags	122	10	-

1771 August 1 By Cash received Due from Roy of Cartyn Employed on Road of which Sum is now the Roy of Pub Country Charges Thereon Pubash 2 Years Each Man p Day

By Balance Due to Solon Ogsolin Esqr

Pags 122 10

Fort St George June 15 1771

Errors Excepted
Solon Ogsolin

Mayors Court at Madraspatnam } Tuesday the 4th Day of July Anno Domini 1771

Present

John Holland Esquire Mayor
Thomas Powney — Reynold Adams
Arthur Cuthbert — Charles Smith
Edward Macrey — Francis Fowke &
George Smith — Gentlemen

Between Solon Ogsolin
Madras Mariner Complainant
and Churchodoo of the same place
Inhabitant Defendant

The Defendant being in Court and Acknowledging the justness of the Complainants Demand this Court doth therefore think fit to Order & Decree that the Defendt do forthwith accordingly Order and Decree that the Defendt shall pay unto the Complainant the full and just Sum of Forty Eight Pagodas Twenty Seven Fanams & 10 Cash (Pagodas 48 27 10) together with such Interest as now is or shall hereafter become Due thereon Until full payment is made, also all Costs of this Suit

per Curr

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court your Orator Solon Ogsolin of Calcutta in the Kingdom of Bengal Merchant by his Attorney William Taylor of Fort St George Merchant that John Thomas Lake of Fort St George aforesaid Merchant

Dism.d Dec.r 10. Hawke Rec.d 15.th Do } 1770

said Indebted unto your Orator in the full Sum of One Thousand Pagodas Current Money of Madrass making in Sterling Money of Great Britain at Eight Shillings for every Pagoda the Sum of Three Pounds Arising upon a Bond or Obligation given by the said John Stewart to your Orator for the said Sum of One Thousand Pagodas and Interest which said Bond is in your Orator's Custody and ready to be produced to this Honorable Court when required All to your Orator's great Damage and Hindrance unless this Honorable Court shall be pleased to grant your Orator his Writ of Subpoena to be directed to the said John Stewart thereby Commanding him at a certain Day and under a certain Penalty therein to be limited personally to be and appear before this Honorable Court then and there to answer the premises and to stand to perform such Order and Decree therein as to this Honorable Court shall seem meet May it please this Honorable Court the said John Stewart is or lately was Resident at Madrass aforesaid and that he may be Compelled to Answer the premises upon his Corporal Oath and to Discover whether he hath not Assets sufficient to pay the said Debt and Interest and Costs of Suit and that he may be Decreed to pay unto your Orator the said Sum of One Thousand Pagodas with Interest for the same from the time of Demand thereof and also all Costs of this Suit May it please this Honorable Court to Cause the said John Stewart to be Personally Served with a Copy of this Bill and Commanded by the Sheriff of Fort St George or his Deputy to appear at this Honorable Court on the first Day of the next Term and then and there to Answer the premises and to stand to perform such Order and Decree therein as to this Honorable Court shall seem meet And your Orator will ever pray &c

John Taylor
Attorney for the Complainant

10th March 1790

This Bill was sworn to in Court

[illegible] Day of [illegible] A Commandment Issued returnable Next Court Day

Francis Saunders
Mayor

(182)

Mayor's Court
Madrasapatnam

Tuesday the 9th Day of July
Anno Domini 1790

Present
John Holland Esqr Mayor
Thomas Powney — Reginald Heath
William Eustace — Charles Smith
Edward Gracey — Francis Saunders
and George Smith — Aldermen

Between John Taylor Gent Attorney of Fort St George by his Attorney in Court Complainant and John Stewart late of Fort St George Merchant Defendant

Upon reading the Bill of Complaint filed in this Court

Court that the space of six Months the time
in His Majesty's Charter is Elapsed since the date
the Warrant of Sequestration issued against the Ps
Effects and the Defendant hath not entered
in Court to Answer the Complainants Bill
Court doth therefore think fit to Order and
doth Accordingly Order and Decree that the Defe
shall pay unto the Complainant the Sum
of One thousand Pagodas / Pagodas 1000
together with such Interest as now is or shall
become Due thereon Monthly till full Payment is
also all Costs of this Suit

D Cour

Feb 2 Augt 1774

To the Honorable the
Court of Admiralty

Humbly Complaining Shew unto this
Court your Orator Michael Delalibe of Madras Mer
Edward John Parnell and William Burton of
Merchants and late Owners of the Ship Betsy
unto your Orator in the full and just sum of Two
Sixty Seven Pagodas Four Fanams and Sixty Cash
of Madras Sterling Money of Great Britain
the rate of Eight Shillings for every Pagoda the sum
Pounds Sixteen Shillings and Eleven pence or thereabo
more fully and at large Appear by an Account
hereunto Annexed for the Satisfaction of the Same
which your Orator Most humbly refers himself
be Admitted as part of this your Orator's Bill of
and your Orator therefore further unto this
that he hath frequently and in vain Applied
Payment from the said John Parnell and William

Defendants but now it may it please this Honble
Court the said John Parnell and William Burton Maliciously
and wilfully refuse to pay the same or to give your Orator any
Manner of Satisfaction touching the Premises Notwithstanding
the Claim and Demand which your Orator now makes Right
as your Orator Most humbly Conceives to be paid or Preference to any
other Debt or Demand that Either is or may be made or the said John
Parnell and William Burton as late Owners of the aforesaid Ship
Betsy and are Equitably or justly Due for Wages due
to your Orator as Surgeon of the aforementioned Ship Betsy
Now your Orator with Humble Submission to this Honorable Court
begs Leave to Answer that although a Ship Should be Liable for
Debts Otherwise Incurred Subsequent to the Mariners making
their Wages for in the Present Case the Voyage was Completed
and the Sailors having Lawfully proceeded thereon the Ship was
thereby become Liable to Pay the Mariners Wages and this
Honble Court has Power to Decree the Same Notwithstanding
Subsequent Debts Incurred by the Owners and that they
have agreed with Particularly to Discharge the Same
may be Done by your said Orator Humbly Hopes this Honble
Court will Decree Pagodas Four Fanams and Sixty
Cash with Interest and all Costs of Suit
thereon and all Costs of this Suit

May it please this Honorable Court
to Decree the said John Parnell and William Burton to be
personally and upon Oath by the Sheriff of Fort St George
Seizure of their respective and the Defendants being personally
to be and appear before this Honorable Court at a Certain time
or place to be by this Honorable Court appointed and upon their
Appearance to be by this Honorable Court ordered and Decreed
and there to Abide by such Order and Decree
therein

Conner Cahill Chilly and Abraham

Dr

1761					
Dec	8	To Cash Allowed Do on Acct of Slaves Confiscated			
November	10	To Ditto			
	25	To Ditto			
	29	To Ditto			
December	2	To Ditto			
	12	To Ditto			
	14	To Ditto			
	21	To Ditto			
	21 & 2	To 2 Pieces of Chagrin for Do			
1762					
January	5	To Cash Allowed			
		Do			
October	15	To Interest on the following Sums of 2 & 8 Cent per Annum			
		Do Dr			
		500 from 8 Oct 1761 to 29 Dec			
		90	25 Do	Do	
		200	29 Do	Do	
		100	2 December	Do	
		10	25	28 12	Do
		100	"	14	Do
		3	"	14	Do
		1000	"	21	Do
		1870	"	23	Do
			29 January 1762		

Pagodas

Dr

1762					
October	19	To Bullocks brought from the above Acct Cr			
		To Provision on 163 Pagodas @ 20 p Cent for the Same			
		Delivered the Account of the above Contract to the Board			
		To Interest on Ditto from the 15 Oct 1762 to this Date			
		163 Pgs 6 m 2 152 Dy @ 2 p Cent p Annum			

Hudson

Dr

Pagodas

1762
Excepted
Pardoned

Cr

1762							
January	22	By Cash Receivd of Thomas Hudson Account				100	
		Do	Do			200	
February	17	By	Do	Do			
April	3	By Sundry Goods as Vouchers					
		10 Pieces of Madrass Handkerchiefs 10 in a Piece @ 100 Pg				50	
		Beef & Soup					
		20	Do	Do		67 24	
		21	Do	Do		70	
		10	Do of Bombay Rice	Laws @ 120 lb		36 12 80	
		2	20	Do		17 21 80	281
October	15	By Ditto					
		26 Pieces fine Chintz			@ 12 Pagodas	77 11 50	
		200	Do	2 Chint	39 lb per Do	226 31 80	
		200	Do	3 Do	28 lb per Do	280	
		100	Do	Do Blue	23 lb per Do	116 9	
		270	Do	Do Cosmas	16 lb per Do	243	
		190	Do	Long Cloths 2 Coat	11 3/4	125 11 80	
		300	Do	Do Blue	11 1/2	211 23 50	
		187	Do	Do Cosmas	20 3/4	237 18	
		80	Do	Do Cupsaree	17	136	
		80	Do	Do Lawns	6 3/4	261	
Ditto		By Interest on the following Lawns @ 8 p Cent p Annum for 1 Year					2324 28 20
		On Pag 200 from the 2 January 1762			is 2 27	5 38 80	
		200	19 Feby	Do	1 23	10 9	
		281	1 March	Do	1 19	10 28 80	
							26 31 75
							2892 25 15
Ditto		By Ballance Due from them					920 10 36
						Pagodas	3812 35 51

Cr

1762	23	By Cash Received			100
October		Do	Do		125
1763					20
January	19	By	Do	Do	200
	8	By	Do	Do	100
February	16	By	Do	Do	150
March	31	By	Do	Do	
1766	8	By	Do	Do	100
June	6	By	Do	Do	
October	15	By Interest on the following Lawns to this Day @ 8 p Cent p Annum			145
1763					
January	16	By Interest on Pag 100 from the 22 Oct 1763		is 2 2 23	21 31 32
		125	19 January 1764	1 11 27	19 33
		20	Do	Do	2 12
		200	Do	Do	32 16

Summons to his Honorable Court dated 2nd
August 1771

Pltf's Attorney

Plaintiff was sworn to the Debt
the Day of Payment Set forth in
Summons

Court Day

John Holland
Mayor

Pltf } John Russell & William Penton late
Carriers the Right Honorable Court
Michael Delahide

Deft

Pltf's Declaration Bond & Condition } 1s 6d
Affidavit } 1s 6d
Copy Declaration & Notice } 2s 6d
Michael Delahide } 2s 6d

Pltf's Attorney's Fee } 10s 6d
Deft's Attorney's Fee } 10s 6d

Pltf's Costs pay'd } 1s 6d
Deft's Costs pay'd } 1

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V. — { John Durnell & William Denton / Late Owners of the Ship DeWolf now Arrest / Contract with Robert Penny } — Cr

To Months Wages as 2nd Do. Mate on Board @ 35 Rupees p Month — 192. 8 —
To Months Wages as Chief Mate at Sea 120 Rupees p Month — 1080 —
To Ballance as p Contra 280 Rupees — 1792 8
Rupees 330. 8/8 p 100 — 378 12

By Contra Allowance Account — 301
By Ballance Due to Robert Penny — 1571 8 —
1571 8.
By Bail Bond Cash — 378 12

Recd the Contents
of the within Bill
of Costs

Recd the Contents
of the within Bill
of Costs

Robert Penny

Present
Peter Holland Esquire Mayor
Thomas Dummer Esquire Recorder
Peter Subbert
Aldermen

Anno Domini 1771

Robert Penny of Bombay Mariner and late Master and Commander of the Ship DeWolf by Trade a Subject of Great Britain Plaintiff in this Cause by Thomas Dummer Esquire his Attorney in this Court complains of John Durnell and William Denton late Owners of the Ship DeWolf now Arrest by Contract with the Plaintiff and late Subjects of Great Britain Defendants in this Cause by Peter Holland Esquire their Attorney in this Court in a Plea of Trespass on the Case and thereupon the Plaintiff by his said Attorney complains that the Defendants heretofore to wit on the first day of August in the Year of our Lord One thousand seven hundred and seventy one at Bombay aforesaid in the Island of Bombay aforesaid and within the Jurisdiction of this Court by their Certain Writing Obligatory sealed with their Seals and to the Court now here shewn the Date whereof is the same Day and Year aforesaid did Covenant Promise and Grant to and with the Plaintiff that they the Defendants should and would pay unto the Plaintiff his Executors Administrators or Assigns the Sum of Three hundred and Seventy eight Rupees and twelve Annas Bombay Currency within Thirty Days next after the Arrival of the Ship DeWolf at Bombay aforesaid from her present Voyage to Bengal and back to Bombay aforesaid as by the said Writing Obligatory sealed with the Defendants Seals and to the Court now here shewn the Date whereof is the same Day and Year aforesaid more fully appears

August 2. 1771

R Rainsford
Attorney for the Plaintiff

The Writing Obligatory
within mentioned
is Executed
in the Presence of
John Holland
Notary Public

Three Hundred and Eighty five Pagodas and Thirteen Fanams
Pagodas 385. 12 / together with such Interest
now is or shall hereafter become Due thereon Until full
Payment be made also all Costs of this Suit

Fort

Decbr 2. August 1794

To the Honorable the Mayor
Court at Madrasapatnam

Humble Complaining Sheweth unto Your
Good your Orator Michael Pelletier of Madras Merchant
Plaintiff John Burnell and William Benton late of
Madras Merchants Late Owners of the Ship Dolphy Lately
your Orator in the full and just Sum of Three hundred and
five Pagodas Six Fanams and Forty Cash Current Coin
of Madras making and Sterling Money of Great Britain
the Rate of Eight Shillings for every Pagoda the
Hundred and Thirty Pounds One Shilling and Sixpence
or thereabouts being the Amount Principal Money
for a Repudiation Bill or Working Obligation which the
said John Burnell and William Benton did Execute unto
Order for their Consideration of a Valuable Consideration
the said John Burnell and William Benton by the
Order to Pay unto Jeffy and at Sight Appear by the
Current Accounts Rendered for the Inspection of the
Court herewith your Orator most humbly apply and Pray
may be Allowed as Part of this your Orator Bill of
your Orator Humbly further sets this Honorable Court
hath Enquired into the said Manner Reported that
the said John Burnell and William Benton the Sum
Hundred and Thirty three Pagodas Six Fanams and Forty
Cash Current Coin of Madras aforesaid for
Court therefore and Humbly pray the said John Burnell and William Benton
willfully refuse to pay the same Order to give your Orator
Satisfaction touching this Premises your Orator hath

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Agreable to Equity and good Conscience To the End therefore
That the said John Burnell and William Benton may answer their
Corporal Oaths full true Direct and perfect Answer make to all
and Singular the Matters and things herein before set forth and
Alledged as fully truly and Effectually to all Intents and
Purposes As if the same were here again Repeated and particularly
Interrogated and That they may be Decreed to Make your Orator
the aforesaid Sum of Three hundred and thirty five Pagodas Six
Fanams and Forty Cash with all such Interest as now is the shall
hereafter become Due thereon Also all Costs of this Suit May
it please this Honble Court to Cause the said John Burnell
and William Benton to be Summoned and Required by the
Sheriff of Fort Saint George Mayor Madrasapatnam &
the Peshcar thereof Personally to be and Appear before this
Honorable Court at a Certain time and place to be by this Honble
Court Before and Appointed then and there to Abide by
and Obey and Answer thereinto to this Honorable Court shall
seem Meet &c

Decbr 2 1794

Attorney for the Complainant

The Bill was drawn home between
Mayor & Aldermen Court Day

John Hollond
Mayor

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Madras Court of Request

Thursday the 8th day of August Anno Domini 1771

Present

John Holland Esquire Mayor

Thomas Pomany and Arthur Cuthbert

Aldermen

Between Michael Pitchford of Madras Mariner Complainant and John Parnell and William Parker Esqrs of Madras Merchants and late Owners of the Ship Dodsale Defendants

The Defendants by their Attorney appearing in Court and Confessing the Complainants Demand to be Just Ordered that the Defendants do pay unto the Complainant the full sum of Twenty Eight Pagodas Five Hundred and Ninety Five Pagodas Six fanams and forty Cash I Pagodas 595.6.40 for Wages with Interest accruing thereon from the 12th July 1771 Ordered that Execution do issue against the Defendants Goods and Chattels for the same

Present

The Honorable the Mayor

Court of Madraspatanam

Thursday the 8th August 1771

Between Michael Pitchford of Madras Mariner Complainant and John Parnell and William Parker Esqrs of Madras Merchants and late Owners of the Ship Dodsale Defendants

The Defendants by their Attorney appearing in Court and Confessing the Complainants Demand to be Just Ordered that the Defendants do pay unto the Complainant the full sum of Twenty Eight Pagodas Five Hundred and Ninety Five Pagodas Six fanams and forty Cash I Pagodas 595.6.40 for Wages with Interest accruing thereon from the 12th July 1771 Ordered that Execution do issue against the Defendants Goods and Chattels for the same

12th July 1771

Kennedy Comptroller

Court Costs Chargeable to Plaintiff

Court Costs Chargeable to Defendants

Kennedy Comptroller Struck with the Honorable Court pays Costs Chargeable to Plaintiff Court Costs Chargeable to Defendants Pattely Rental Debtor of the respective Subscribed where Pattely Rental Debtor of the respective Subscribed Mark Sabbath Register Costs with the Debt due Sum of Twenty five Pagodas and Twenty two fanams Current Money Twenty five Pagodas and Twenty two fanams Current Money of Madras Sterling Money of Great Britain of Madras Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda Do Account at the Rate of Eight Shillings for every Pagoda Do Account

John Holland Esqr Mayor Dr

To Michael Pitchford Mariner

To Balance Due to Ac Sup Ct 595.6.40

To Balance Due to Ac Sup Ct 595.6.40

To Balance Due to Ac Sup Ct 595.6.40

Honourably do Pray more fully and at large upon Oath
Answer unto which is humbly Submitted for the Inspection of
Honorable Court to which your Orator humbly refers him
Self as to what may be Alledged in part of this your Orator's
Complaint And Whereas your Orator hath frequently
in Amicable manner Requested payment from the said
Ramah of the Sum of Twenty Five Pagodas & Six
Fanams But now so it is may it please the Honble
Court that the said Pattaby Ramah wilfully & Intirely
Intends to pay the same & to give your Orator any
Satisfaction touching the premises your Orator therefore
Appeals to Relief unto this Honorable Court And
Humbly to Crave that the said Pattaby Ramah may
Answer the Premises & that he may stand Decreed to
pay unto your Orator the aforesaid Sum of
Twenty Five Pagodas & Six Fanams Costs of Suit
Together with all such Interest thereon as your
Orator may be Entitled to And that your Orator
may have such other & further Relief in the
Premises as to this Honorable Court shall seem meet
And your Orator as in Duty bound will ever Pray

May it please the Honble
To Cause the said Pattaby Ramah to be Summoned to
Appear by the Sheriff of Fort Saint George or
his Deputy or by the District Peons & Chobdars
Answer before the Honorable Court & Abide by such Order
therein as shall seem to Right and Agreeable
to Equity & good Conscience & the said
Pattaby Ramah may upon his Corporal
Answer make full & Perfect Discovery of the Matters
hereinbefore Inquired & all & Singular the Matters
Effectually to all Intents and Purposes as if the same
were again Repeated & Severally & Distinctly
Decreed to pay unto your Orator the aforesaid
Pagodas Six Fanams Costs of Suit
Together with all such Interest thereon as
Equity & Good Conscience shall seem meet

Mr. Ellis
Attorney for the Complt

Dr Pattaby Ramah in Acct Curt with J. Robinson Cr

Jan. Arrack	8	Pay.t Amount Due to John Robinson	25 22
Toddy	11		
Oysters	1		
1/2 Dozen of Tumbler Glasses	1 22		
2 Bottles of Brandy	1		
Pagodas	25 22	Pagodas	25 22

Fort St George
22 July 1795
Errors Excepted
Jno Robinson

Sergt Constable
Kotwal Spatman

Tuesday the 12 Day of Augt
Anno Domini 1795

Present
John Holland Esquire Major
Reginald Adams Esqr Arthur Cuthbert
Charles Smith Edward Stracey
Thomas Thornton George Smith and
John McPherson Esqrs

Between John Robinson of
Madras Victualler Complainant &
Pattaby Ramah Dubash of the same
place Inhabitant Defendant

The Defendant having been Called & Not coming the Complt by
his Counsel Doth Pray that Court may proceed Ex Parte and
Decree as Prayed and doth accordingly Order and Decree
that the Defendant do Pay unto the Complainant the

full and just Sum of Twenty five Pagodas and Twenty two
Pagodas 25. 22 — together with such Interest and
as shall hereafter become Due thereon Until full Payment
and also all Cost of this Suit

Pay

Fort St George
Sitting at Madrass

To the Honorable the Mayor
Court at Madrass

Humbly Complaining Sheweth unto this
Court your Orator Daniel Shaw of Madrass Inhabitant
Peliah Chamier also of Madrass Merchant and
your Orator in the full and just Sum of Two Hundred and
Fourteen Pagodas and Fourteen Cash Current Money of
Madrass in Sterling Money of Great Britain at the Rate
Shillings for Every Pagoda the Sum of Forty Pounds
Shillings and One Penny in Moneybanks as well more
Sum upon
unto your Orator by Obligation Schedule
Defendant Account Current with the Complainant being in
for the Inspection of this Honorable Court to which your
humbly Refers praying the same may be allowed as part
this Bill of Complaint Nevertheless your Orator hath
on in a friendly manner request the Payment of the
One Hundred and Ten Pagodas Fourteen Fanams and
Cash Part thereof Now may it please this Hon
Court the said Peliah Chamier Charitably and
Upon hopes the same to save your Orator any
Interrogatories touching the Premises your Orator pray
fully such as this Honorable Court shall approve
Equity and good Conscience To the End therefore
said Peliah Chamier may upon his Corporal Oath
Direct and Perfect Answer to the full and Singular
Matters herein before set forth and alledged
Particularly that he the said Defendant do
upon Plymouth and Particularly Interrogated
may be Pleased to pray unto your Orator the
Fort

Fiat 11th June 1774

Cash with all such Interest as now is or shall hereafter become
Due thereon also all Cost of this Suit

May it please this Honorable Court to
Cause the said Peliah Chamier to be Summoned and Required
by the Sheriff of Fort Saint George Peons of Madrass
pursuant to the Directions 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 Orator's Bill of Complaint and further to Stand to &
abide by such Order and Decree therein as to this Honorable Court
Shall Seem Meet

Daniel Shaw
Attorney for the Complainant

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Know all Men by these Presents, that I Chinapa Chitty of Madras Merchant for and in Consideration of the Sum of Ninety Pagodas to me in hand paid by Daniel Shaw of Madras Inhabitant have Bargained Sold Assigned Set and my and by these Presents Do Bargain Sell Grant and set over unto the said Daniel Shaw the Balance of the Annexed Account Current Due to me from Peter Rhenius of Madras Merchant being the Sum of One Hundred and Two Pagodas Fanam and Seventeen Cash Current Money of Madras, and all my Right Title Interest Claim and Demand whatsoever in and to the same And I do hereby Authorize the said Daniel Shaw to Demand Sue for Recover Have Hold and Enjoy the said Sum of One Hundred and Two Pagodas Fanam and Seventeen Cash to his own Use & I do hereby Covenant and Declare that I have not will Receive the Said Sum or any Part thereof from the said Peter Rhenius or from any other Person or Persons on his Account In Witness whereof I the said Chinapa Chitty have hereunto Set my Hand & Seal this Fourth Day of June in the Year One Thousand Seven Hundred and Seventy One

Signed Sealed & Delivered in the Presence of

Chinapa Chitty

Received Court at Madras Pattanam } Tuesday the 12th Day of August Anno Domini 1771

Present

John Holland Esqr Mayor

Reynold Wann — Arthur Cuthbert

Charles Smith — Edward Stacey

Francis Saunders — George Smith

John McPherson — Aldermen

Peter Rhenius Deed Share of

Mayors Court Madraspatnam
Peter Thomas Laughton
Plaintiff

Defendant

In Consequence of the Defendant
the Defendant hath been Served with the Usual Rule of
the Complainants Bill but wilfully and Obstinately refuses
to be Tried in this Court Doth therefore Pray that the Defendant
may be Ordered to Pay the Complainant the full and just Sum of
Pagodas 102 14 fanams Sterling Money of Great Britain
shall pay unto the Complainant the full and just Sum of
Pagodas 102 14 fanams together with such Costs
as shall accrue by the Defendants Wilful Default
aforesaid Costs of this Suit

To the Right Worshipfull
The Mayors Court of
Madraspatnam

Fort St George
the 12th August 1771

Peter Thomas Laughton Plaintiff

Defendant

Upon reading the Petition of the Plaintiff
to Depart from Fort St George to the Defendant Dwelling
under the Authority of enquiring the Affair of Debt
Taking Care of the Contents thereof and Report
Thereon to the Court of Mayors Court
Leaving Madras to the Enquiry and Answer

Mayors Court

Fort St George
the 12th August 1771

Peter Thomas Laughton Plaintiff

Defendant

To the Honorable
The Mayors Court of Madraspatnam

Honourable

Being informed that the Office of Examiner
to this Honourable Court is become Vacant by the Departure of
Mr Chambers to the Southward Presume to offer myself a Candidate
for the same and shall be very happy if my Knowledge of the
Malabar and Portuguize may enable me to Discharge the
Duties of the Office to Your Satisfaction

I am With Respect
Honble
Your very Obedient and Humble
Servant
Hall Plumer

Fort St George
the 14th August 1771

To the Honorable the Mayors Court
at Madraspatnam

Humbly Complaineth unto this Honble
Court your Orator Charles Martens of Fort St George
Inhabitant First Witnesseth of Madras Dubash Stands Indebted
unto your Orator in the full and just Sum of Eight One Pagoda
and Thirty three fanams Current Money of Madras Making
in Sterling Money of Great Britain at the Rate of Eight
Shilling to every Pagoda the Sum of Thirty two Pounds fourteen
Shillings and three Pence therefore will Mercifully and at large
appear by an Account hereunto Annexed for the Inspection of this Honble
Court and which Your Orator prays may be Admitted as part of this
Your Orators Bill of Complaint and your Orator further sheweth
unto this Honorable Court that he hath frequently and instant demands

Manner

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Manner Requesting Payment from the said Defendant the Sum of Eighty One Pounds and Thirty three pence

Paul Norris

Reasonable Cause the said Defendant Absconds and Withdraws himself from the Jurisdiction of this Court so that the Ordinary Process of Law cannot be served upon him and Whereas upon the Hearing of the Premises Your Orator Humbly prays that such Order may be made in the Premises as to this Honorable Court shall appear Agreeable to Equity and Good Conscience In the Tender thereof that the said Defendant may upon his Corporal Oath full true Direct and Perfect answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Perfectly 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 Sum of Eighty One Pounds and Thirty three pence and Costs and Charges or else that he may Stand Committed to the Custody of the Marshal of this Honorable Court

And your Orator shall ever Pray &c

Gabriel Hall
Attorney for the Complt

11th August 1794

This Bill Coming to be heard and Debated this Day in the presence of Counsel for the Complainant and no Counsel appearing for the Defendant although he was Duly Served with a Subpoena to appear and Answer the Complainants Bill on the 4th Instant as appears by the Affidavit of Edward Hall Esqr

John Hollond Esqr

Bill filed 8th August 1794

Subpoena issued 8th August 1794

Appearance entered 11th August 1794

Subpoena returned 11th August 1794

Bill taken pro confesso 11th August 1794

Decree made 11th August 1794

Subpoena issued 8th August 1794

Subpoena returned 11th August 1794

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Mayors Court at Madraspatnam

Tuesday the 29th June 1802

Present

Coban Nathan Esquire Mayor

James Dumas — Peter Gilbert

Edward Monery — Thomas Saunders

John McPherson — Aldermen

Between Charles Mathews and George Lushington Executors and Representatives of Mary Lushington Deceased Plaintiffs

and

Thomas Pearse Defendant

The Defendant having on Court and Oath this day put in Bail for the Plaintiffs Demand The Court doth therefore order and Decree that the Defendant shall pay unto the Complainants the Sum of Eighty one Pagodas and Sixty Fanams being the Balance of Account Sued for and Interest thereon from the 1st July 1797 together with such Costs as shall hereafter be taxed by the Master of this Court

Entered

Pettah Court 2 July 1802

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto your Worships Mayor &c. Heads of the Hon.ble United Company's Settlement of Pettah Sabbadam that your Orator was the fair and just owner of Twelve Mares of Madras Bandaroy or Sharkey Measure of Paddy containing at the Rate of Eighty Pagodas per Garce which Paddy your Orator delivered to Thomas Pearse Esquire for the Use of the Honorable United English East India Company at the Rate aforesaid and the said Thomas Pearse Esquire hath accordingly received the same for the Use of the said Honorable United English East India Company but your Orator hath not received any Part of the Money for the same although often applied for the same

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by a Transcript of an Obligation and Security thereunto annexed for the Inspection of this Honorable Court And which your Orator Prays may be admitted as part of this your Orators Bill of Complaint and your Orator further sheweth unto this Honorable Court that he hath frequently addressed in an Amicable Manner Requesting Payment from the said Thomas Pearse Esquire of the said Sum of Eighty Pagodas

But now so it is May it please this Honble Court the said Thomas Pearse Esquire Personally and evasively appears to pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays Process of Subpoena may issue against the said Thomas Pearse Esquire Commanding him thereby to be and appear before this Honorable Court to Answer the Premises and to Abide by and perform such Order Decree and Decretal Order therein as to this Honorable Court shall seem meet and your Orator as in Duty bound will ever Pray

To the Honble Court

Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto your Worships Mayor &c. Heads of the Hon.ble United Company's Settlement of Pettah Sabbadam that your Orator was the fair and just owner of Twelve Mares of Madras Bandaroy or Sharkey Measure of Paddy containing at the Rate of Eighty Pagodas per Garce which Paddy your Orator delivered to Thomas Pearse Esquire for the Use of the Honorable United English East India Company at the Rate aforesaid and the said Thomas Pearse Esquire hath accordingly received the same for the Use of the said Honorable United English East India Company but your Orator hath not received any Part of the Money for the same although often applied for the same

But now so it is May it please this Honble Court the said Thomas Pearse Esquire Personally and evasively appears to pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays Process of Subpoena may issue against the said Thomas Pearse Esquire Commanding him thereby to be and appear before this Honorable Court to Answer the Premises and to Abide by and perform such Order Decree and Decretal Order therein as to this Honorable Court shall seem meet and your Orator as in Duty bound will ever Pray

To the Honble Court

Mayors Court at Madraspatnam

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But now so it is May it please this Honble Court the said Thomas Pearse Esquire Personally and evasively appears to pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays Process of Subpoena may issue against the said Thomas Pearse Esquire Commanding him thereby to be and appear before this Honorable Court to Answer the Premises and to Abide by and perform such Order Decree and Decretal Order therein as to this Honorable Court shall seem meet and your Orator as in Duty bound will ever Pray

To the Honble Court

Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto your Worships Mayor &c. Heads of the Hon.ble United Company's Settlement of Pettah Sabbadam that your Orator was the fair and just owner of Twelve Mares of Madras Bandaroy or Sharkey Measure of Paddy containing at the Rate of Eighty Pagodas per Garce which Paddy your Orator delivered to Thomas Pearse Esquire for the Use of the Honorable United English East India Company at the Rate aforesaid and the said Thomas Pearse Esquire hath accordingly received the same for the Use of the said Honorable United English East India Company but your Orator hath not received any Part of the Money for the same although often applied for the same

But now so it is May it please this Honble Court the said Thomas Pearse Esquire Personally and evasively appears to pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays Process of Subpoena may issue against the said Thomas Pearse Esquire Commanding him thereby to be and appear before this Honorable Court to Answer the Premises and to Abide by and perform such Order Decree and Decretal Order therein as to this Honorable Court shall seem meet and your Orator as in Duty bound will ever Pray

Dr

Coman Caiill Chitty and Allaphan

1761		To Cash Allowed Him on Account of these Contracts this Date			
December	10	To Ditto			
	23	To Ditto			
	29	To Ditto			
January	2	To Ditto			
	12	To Ditto			
	14	To Ditto			
	21	To 2 Pieces of Chapes &c.			
1762	23	To Cash Allowed Him			
January	3	To Ditto			
		To			
October	27	To Interest on the following Sums			
		On Dft 500 from the 27 Oct 1761			
		500	10		
		90	23		
		200	29		
		100	2 December		
		10. 29. 20. 12			
		100	14		
		3	21		
		1000	23		
		1270	27 January 1762		

Ragoonaths

Madras

Dr

1762		To Ballance brought Ds from the above Acct Contd			
October	27	To Premium on 42 Pags @ 20 p Cent being the Diffce			
		between the Amount of the above Contract with the Sales			
		Delivered Per last Account			
		To Interest on Ditto from the 27 Oct 1762 to the 16 Inst			
		1762 2 Y 5 M 25 D @ 2 p Cent p Annum			

Dr

1762		To Ballance brought Ds from the above Acct Contd			
October	27	To Premium on 42 Pags @ 20 p Cent being the Diffce			
		between the Amount of the above Contract with the Sales			
		Delivered Per last Account			
		To Interest on Ditto from the 27 Oct 1762 to the 16 Inst			
		1762 2 Y 5 M 25 D @ 2 p Cent p Annum			

Dr

Coman Caiill Chitty and Allaphan

1762		To Cash Allowed Him on Account of these Contracts this Date			
December	10	To Ditto			
	23	To Ditto			
	29	To Ditto			
January	2	To Ditto			
	12	To Ditto			
	14	To Ditto			
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		500	10		
		90	23		
		200	29		
		100	2 December		
		10. 29. 20. 12			
		100	14		
		3	21		
		1000	23		
		1270	27 January 1762		

Ragoonaths

Madras

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Madras 21st September 1814

I Vera Pennandayen Son of Vera Vendatchen
Pedrapolli Inhabitant to have Power
Power of Mangapah Mudeliar of Pennandah Pet
just sum of Forty Star Pagodas Interest thereon
of Pagodas 40 — Forth Interest thereon
Years Court of Request Attach upon the Copy
Decree Court Writ Oath Returned
Court Madras Choultry Mudeliar Serjeant
Mutty of Chandernagore —

Signed by Mark

A True Translation as was read before
Signed in the Presence of the Mallabar Language
Fort Saint George Interpreter

Attorney for the

Known all Men by these Presents that
Pennandah Mangapah Mudelly of Madras Servant
Consideration of a Promissory Note of Hand granted
by Manuel De Mendes of Madras Inhabitant for the
Consideration underwritten the Making of these Presents
Transfer Sum aforesaid unto the said Manuel De Mendes
Obligation bearing Date the Thirty first Day of August
hundred Sicca Hundred Pagodas of which the first
Principal sum Forty Pagodas thereby secured
gether with all such Interest as now is or shall become
Recovery And all our Right Title Interest Claim
Whatsoever given and to be given unto the same and
Do Make his Main Executors Administrators or
for his said Use thereof from time and behalf for me
hereby fully and Do Grant unto the said Do Manuel De Mendes
the full Power and Authority to Use for my name
Receipt or Discharge for the same or any part

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And I the said Pennandy Mangapah Mudelly Do further
Covenant and Agree to and with the said Do Manuel De Mendes
that the said Sum of Forty Pagodas and Interest is Justly due and
Owing to me from the said Vera Pennandayen and that I have not
Person Power will Receive the same or any part thereof Me
Without Delay I have hereunto Set my hand and Seal at MADRAS
the first Day of July In the Year of Our Lord One thousand
Seven Hundred and Seventy One

Wolfe

Signed Sealed and Delivered
in the Presence of us

Mayors Court at
Madraspatanam

Tuesday the 27 Day of Sept
Anno Domini 1774

Present

John Holland Esquire Mayor
George Smith — and John Mc Pherson
Aldermen

Between Manuel De Mendes of
Madras Inhabitant Complainant and
Vera Pennandayen of Pedapolli Inhabitant
Defendant

On Reading the Petition of the said Complainant Praying that the
Defendant hath been served with the Rules to Answer the
Complainants Bill and Personally or Obstinately refusing to
Do This Court doth therefore Order the Defendant forthwith
doth Accordingly Order and Decree that the Defendant do pay unto
the Complainant the full sum of Forty Pagodas
Pagodas 40 — together with such Interest as aforesaid
or shall hereafter become Due thereon Until full Payment
be made thereof all Costs of this suit

Taxed

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Filed 24th August 1771

To the Honorable the Chief Justice and the Rest of the Judges of His Majesty's Court at Madraspatnam

Humbly Complaining

Sheweth unto your Honorable Court your Orator Thomas Sandys of Fort St George Merchant That Buttul Venkatasawmy of Madraspatnam Gentleman Defendant hereunto your Orator on the fifth day of July 1771 Pagodas Two Hundred Eighteen Fanams Current Money of Madras or Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Nineteen Pounds Four Shillings and Six Pence or thereabouts as will more fully at large Appear by an Account hereunto Annexed for the Same which the Defendant hath refused and refuseth to Pay unto your Orator Wherefore your Orator for Redress and Relief in the Premises humbly Prays that the Defendant may be Decreed to Pay unto your Orator the Said Sum of Pagodas Two Hundred Eighteen Fanams with all such Interest and Costs as your Orator hath been put to by reason of the Defendants Refusal And that the Defendant may upon his Corporal Oath to his Answer to be taken by the Clerk in Court or his Deputy and his Commissioners for that purpose appointed Full true Direct and Perfect Answer make to all and Singular the Premises and as fully and Particularly to all Intents and Purposes as if the same were hereunto Repeated and Particularly Interrogated And that your Orator may have such other and further Relief in the Premises as the Nature of his Case shall require and to your Honors shall seem meet

And

May it Please this Honorable Court to Grant unto the said Buttul Venkatasawmy a Writ of Subpœna to be directed to the Said Buttul Venkatasawmy thereby Commanding him at a certain day and under a certain Pain therein to be limited personally to be and Appear before this Honorable Court at Madraspatnam Then and There to Answer the Premises and to Abide by such Order and Decree therein as to this Honble Court shall seem meet

Thos Sandys
Attorney for the Complainant

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To the Defendant Buttul Venkatasawmy

Defendant

To 2 Corge of Pardaons Austin @ 12½ p Corge ... Pags. 24. 27 —
To 2 Ditto Ditto @ 18¾ p Do ... 22. 27 —
Pagodas 48. 12 —

Errors Excepted

Fort St George
25th May 1771

Mayors Court at Madraspatnam

Tuesday the 4th September Anno Domini 1771

Present

Sir Robert Holland Cosgrave Mayor
Francis Fowke — Reynold Owen
Arthur Cuthbert — Edward Harvey
and Hector M.c Pherson — Witnesses

Between Thomas Sandys Gent and Pope Auchmuty Complainant and Buttul Venkatasawmy Defendant

Plt

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The Defendant being an Infant
Answereth unto the Bill of the Complainant and
Court saith the Same is Just to Order and Decree
Accordingly Order and Decree that the Defendant do
pay unto the Complainant the Sum and just Sum of
Eight Pounds and Eighteen Pence Ps Bastard
Child together with such Interest as now is or shall
become Due thereon Untill full payment be made
Clerk of this Court

J. Cue

Feb 22 August 1771

To the Honorable the
Court at Mallow Quarter

Humbly Complaining Sheweth
Honorable Court your Orator Edward Rylance of Kil
Master Carpenter and the Honorable the Right Worl
Justice Court Magistrate of Mallow District Sheweth
your Orator on the 21st and 22nd Days of Feby last Brought
Action at Law Debt Cannot Recover of Mallow Market
Pleading Money of Great Britain to the Sum of Eight
Shillings for every Pound the same Currency Two Pence
Shillings Sterl Pence and agreeably as Law more fully and
appear but one Record Cannot which is Towards Charge
Inspection of this Honorable Court to which your Orator
Humbly hope leave to refer and prays the same may be Read
part of this your Orator Bill of Complaint Whereby
further unto this Honorable Court that he hath Repeatedly
on Credit Summons Requests payment from the said Defe
of the said Sum of Fifty one Pounds Ten Shillings
Ball now due and unpaid may it please this Honorable Court
the said Defendant personally Before and Attorney
to appear your Orator may Answer the premises

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Premises your Orator therefore Prays Process Relief
Honorable Court shall Appear Personable to Equity and good Conscience
To the Said Defendant that the said Defendant may appear
Corporal Oath to his Answer make to all and Singular the
Matters and things herein before Set forth and Alleged as fully truly and perfectly
and Effectually to all Intents and Purposes as if the same were
again Repeated and Particularly Interrogated and that he may be
Decreed to pay unto your Orator the aforesaid sum of Fifty Six
Pounds Ten Shillings and Ninepence Currency together with all such Interest as now is or shall become due
thereon also all Costs of Suit

May it please the Honorable Court to Cause
the Defendant to be Summoned and Required by the Sheriff
of Cork and County of Cork Esqr to appear before the Honorable Court at
Mallow Personally to be and appear before the Honorable Court upon
Fourteen days Notice to be by the Honorable Court prefixed and
Appointed Then and There to Put Pleas to the Premises and
Decree therein as to this Honorable Court shall seem Meet

Thomas Chambers
Attorney for the Complainant

August 22 1771

This Bill was drawn Sworn before the
Right Worshipful Government and the Complainant having
made Oath to the Contents of this Bill and that the Defendant
is not to be found within upon Search made with a Summons Dated
the Last Session of this Court Let a Summons Returnable Forthwith
and Warrant of Arrest issue

John Hallowes
Register

	5 Sh	1 D
	5 Sh	1 D

Pay Edmund Aylmer
Pay Samuel Cooke Edmund Dwyer Aylmer
Pay Aylmer
Pay Aylmer
Pay

Eight Shillings for every Pagoda the Sum of Fifteen Pounds Eight Shillings and four Pence as Damages they have sustained by reason of the Said Defendants Detaining the said Goods and Merchandize from the Said Plaintiffs contrary to Equity and Good Conscience the Premises Considered and the Said Plaintiffs Pray Relief in the Premises and that the Said Defendants may be Decreed to Pay unto the Said Plaintiffs the Said Sum of Fifteen Pounds Eight Shillings and four Pence with Interest for the same from the Time of Exhibiting this Bill and for Costs of Suit

May it please this Honourable Court to Grant unto the Said Defendants Subpoena to be directed to the Sheriff of Fort Saint George Commanding them thereby Personally to be and Appear before the Honourable Court at a Certain Time therein to be Limited then and there to Answer the premises and to Stand to and Abide such Order and Decree therein as to this Honourable Court shall Seem Meet and Agreeable to Equity and Good Conscience and the Said Plaintiffs as in Duty Bound will ever Pray &c

Fort St George

Plaintiffs Attorney

Mayors Court at Madrapatnam

Tuesday the 7th Day of June Anno Domini 1774

Present

(L.S.)

John Holland Esqr Mayor

Thomas Powney — Reynold Adams Esqrs

Edward Stracey — Aldermen

Between Francis Lascelles Esqr Plaintiff

George Morton Complainant &c

and Swan Lascar of Madrapatnam Defendant

The Defendant Swan Lascar not Attending this Court as
personally & the Complainants Demand &c this Court adjudges
that the Defendant shall pay unto the Complainant Pagodas
Twenty Eight Pagodas Eleven Fanams & Forty
(Pagodas 28. 11. 42) together with such Interest
as shall hereafter become Due thereon Until full Payment
shall be made by the said

Ditto

Dated 7th September 1774

To the Honorable the Mayor
Court at Madrapatnam

The Humble Complaint of George Morton of Madrapatnam
Merchant

Sheweth

That Morton Ramah Singa Merchy of the same place
Humbly sheweth unto your Worships in the Suit and plea of
Debt and Damages Pagodas Twenty five Fanams and Sixty
Cannot Money of Madras making in Sterling Money £10
Pagodas at the rate of 8/ Each to your Complainant

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As will more fully and at Large Appear by a Transcript of an
Obligation and an Account herewith Annexed for the Satisfaction of
this Honorable Court and which your Orator prays may be Annexed
as part of this his Bill of Complaint And your Orator further
sheweth unto this Honorable Court that he hath frequently Call'd on
and Demanded Satisfaction from the said Morton
or Annexed Account Pagoda payment of the said Pagodas
Ramah Singa Merchy of the Sum of Pagodas and Sixty
Pagodas Twenty five Fanams and Twenty Cash
But now So it is may it please this
Honorable Court the said Morton Ramah Singa Merchy
Obstinately and Wilfully refuse to pay the same or to give your
Orator any Satisfaction touching the Premises your
Orator therefore prays Process of Subpœna issue out of this Honorable
Court to Cause the said Morton Ramah Singa Merchy
to be and Appear before this Honorable Court at a Certain time and place
therein to be by this Honorable Court Limited and Appointed and then and there to
Answer the premises and to Stand to and Abide such Order and Decree herein
as to this Honorable Court shall seem meet and your Orator
shall ever Pray &c

John Holland Esqr Mayor

Thomas Powney — Reynold Adams Esqrs

Edward Stracey — Aldermen

Upon Reading the Complaint of George Morton of Madrapatnam
Merchant Exhibited unto this Honorable Court the 7th Instant
Setting forth that Morton Ramah Singa Merchy of the same place
is Indebted unto your Orator in the Sum of Pagodas Twenty
five Fanams and Sixty Cash Current Money of Madras making
in Sterling Money £10 Pagodas at the rate of 8/ Each
to your Complainant

It is Ordered that the said Morton Ramah Singa Merchy be Summoned &
Cause the said Morton Ramah Singa to be Summoned &
Appear before the Mayor & Court Gaol of Fort Saint George there
to be by this Honorable Court Examined and further to
Answer the premises

Held before the Master by virtue of an Order of this
Honorable Court dated 6th June Inst.

John Tyrrell
Attorney for the Complt

Madras the 20th August 1811

I John Tyrrell Esqr
have given this Obligation Bond to Edw Sayers
Receiver the Sum of 100 Pagodas for which
part or the Days from this Date 20 Pagodas
20 Pagodas to be paid on the Month Ofmonth
Shillings Chitty and Canarapoo Chitty Pagodas

Mark of Madras Rend

I John Saunders as interpreted
Original into the Malabar Language by Ramaya
Subscribed

John Tyrrell
Attorney for the Complt

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Madras 10th Novr 1811

Ramaya

Ramaya Chitty Pagoda Rend

Ramaya Chitty Pagoda Rend

Ramaya Chitty Pagoda Rend

Mayors Court at Madraspatnam

Tuesday the 2d Sept. Anno Domini

Present

(L.S.)

John Holland Esquire Mayor

Thomas Ramsay — Reginald Adams

Charles Smith — and Edward Stevens

Aldermen

Between George Lewis Merchant Complainant and Ramah Lingo Merchant Defendant

The Complainant being in Court & the Defendant not appearing nor any one for him although Solemnly Called It is Ordered that the Complainants Demand be dismissed & the Defendant do pay unto the Complainant the Sum of Two Hundred & Sixty Pagodas Currency or Two Hundred & Sixty Pagodas & 160 26. 70/ together with Interest as now is & shall become due thereon till payment & Costs of this Suit.

Entd

Pd. 20 July 771

To the Honourable the Mayors Court at Madraspatnam

Between Stephen Gregory Senior Merchant and Joseph Gregory Merchant Complainants

And Ramah Lingo Merchant Defendant

The Humble Petition of Daniel Shaw

Sheweth

That the above named Shaik Kasbam for and in Consideration of the Sum of Three Thousand three Hundred & thirty three Pagodas and Twelve Fanams Lent and Advanced to him at Pegue by Abdulcadar Shaik Mordaphy Shaik Mora Abutaleby & Mirgan Abumauve and Sevanave Merchants and the Sum of Three Thousand three Hundred and thirty three Pagodas and Twelve Fanams Lent and Advanced to him also at Pegue by the said Stephen Gregory and Simon Davis Merchants making together the Sum of Seven Thousand Six Hundred and Sixty six Pagodas and Twenty Four Fanams Current Money of Madras Dto on the Twenty third Day of February which was in the year of Our Lord One Thousand Seven Hundred and Seventy as a Security for the Repayment of the said Sum Lent with the Interest & Mortgage Hypothecate Bind & Working Obligatory all of Three Mortgage Hypothecate Bonds or Writing Obligatory all of the same Tenor and Date the one of which when Accomplished the other to stand void and therein Mortgaged & Hypothecated the other to the said Shaik Kasbam One undivided Fourth part of the Ship Derby with the one half of the Second Mate half part of the Ship Derby with the one half of the Second Mates & Mariners Cyo & Co with their Tackle which Mortgaged Premises are to be Liable to make the said payment of the Principal Sum first mentioned by the said Shaik Kasbam as will more fully and at Large appear by the Copy of one of the said Hypothecate Bonds Lucrate Annexed to the Complaint of this Petitioner most humbly Hopes Honourable Court to which your Petitioner most humbly Hopes Honourable Court to which your Petitioner has Petitioned the Payment of the same may be Adjudged and Decreed to be paid and Unpaid by the Defendant & Petitioner & Costs & Decreed to the Honourable Court unless Defendant Appears & Petitioner further Sheweth unto this Honble Court

Court that the aforesaid Abdurahaman Sheik Mustapha Abdulkaby, Moran Abdurahaman and Somasoondrum Mookiah in Consideration of the Sum of Four Thousand four Hundred Eight Rupees and Twenty Nine Annas should be paid by your Petitioner on the first day of the Month of July, Did Assign and set over unto your Petitioner all the aforesaid Mortgage Premises and did thereupon Give and convey and all their Right and Interest to the same by which Assignment three part of the said Premises became the sole property of your Petitioner

Your Petitioner further sheweth to this Court that no more Payment therefore by the said Sheik Rowther Petitioner did prefer a Bill of Complaint against him to this Honorable Court and on the Twenty third day of the Month of July obtained a Warrant of Sequestration against the said Premises

Your Petitioner further sheweth to this Honorable Court that the aforesaid Abyther Gregory did on the Fourth Day of the Month of June last obtain a Warrant of Execution from this Honorable Court against the said Sheik Rowther Directed to the Sheriff of Fort Saint George for three part of the Amount of the said Respondents Bond by virtue of which the said Sheriff took the Liberty Seized and Sequestered the said Mortgage Premises

Your Petitioner therefore most humbly prays that in consideration of the Premises and your Petitioner being the Assignee of this Honorable Court in the Premises will be pleased that an Order may Issue to the Sheriff of Fort Saint George that he keep in his Possession your Petitioners Respondents Goods and Chattles Sequestered in the hand of your Petitioner and Detain the Sequestration

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Court that the aforesaid Abdurahaman Sheik Mustapha Abdulkaby, Moran Abdurahaman and Somasoondrum Mookiah in Consideration of the Sum of Four Thousand four Hundred Eight Rupees and Twenty Nine Annas should be paid by your Petitioner on the first day of the Month of July, Did Assign and set over unto your Petitioner all the aforesaid Mortgage Premises and did thereupon Give and convey and all their Right and Interest to the same by which Assignment three part of the said Premises became the sole property of your Petitioner

Your Petitioner further sheweth to this Court that no more Payment therefore by the said Sheik Rowther Petitioner did prefer a Bill of Complaint against him to this Honorable Court and on the Twenty third day of the Month of July obtained a Warrant of Sequestration against the said Premises

Your Petitioner further sheweth to this Honorable Court that the aforesaid Abyther Gregory did on the Fourth Day of the Month of June last obtain a Warrant of Execution from this Honorable Court against the said Sheik Rowther Directed to the Sheriff of Fort Saint George for three part of the Amount of the said Respondents Bond by virtue of which the said Sheriff took the Liberty Seized and Sequestered the said Mortgage Premises

Your Petitioner therefore most humbly prays that in consideration of the Premises and your Petitioner being the Assignee of this Honorable Court in the Premises will be pleased that an Order may Issue to the Sheriff of Fort Saint George that he keep in his Possession your Petitioners Respondents Goods and Chattles Sequestered in the hand of your Petitioner and Detain the Sequestration

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Thereby Granted by his Majesty to this Honorable Court for the Purposes therein mentioned and this your Petitioner Prays that the said Respondent may put in his Answer to your Petitioners Bill of Complaint

Daniel Shaw
Attorney for the Petitioner

Know all Men by these Presents that I Sheik Rowther of Madras Merchant am held and firmly bound unto Mythen Gregory and Thomas Auriol Abraham Merchants of the Honorable United Company of Merchants of England trading to the East Indies in the Sum of Six Thousand Six hundred Sixty and Six Pagodas and Twenty four Fanams and also unto Abdulkaby Moran of Madras Merchant and also unto Abdurahaman Sheik Mustapha Sheik Moran Abdulkaby and also unto Abdurahaman Moorsa Somasoondrum Moran of Madras Merchants and also unto Abraham Somasoondrum of Rangoon Merchant in the penal Sum of Eight thousand Six Hundred Sixty and Six Pagodas twenty four Fanams making to gether the penal Sum of Eighteen thousand three hundred thirty and three Pagodas and twelve fanams Current Money of the Coast of Coromandel to be paid to the said Gentlemen their Executors Administrators &c to which Payment well and truly to be made I do bind myself my Heirs Executors Administrators &c jointly by these Presents Sealed with my Seal at Rangoon aforesaid this Three and twenty Day of February in the Year of Our Lord One thousand Seven Hundred and Seventy

Whereas the above bounden Sheik Rowther hath this Instant Day of the aforesaid Month of February at the Port of Rangoon Merchant Mortgaged and Assigned unto the above named Parties Moiety or half part of the Ship called the Success of the Burthen of Two Hundred Tuells or thereabouts now Riding at Anchor in the Port of Rangoon aforesaid and Commander Sheik Dowlah for the Port of Madras at the Rate of three Hundred Tuells for every Hundred Tuells Burthen Equal to the Sum of Six Hundred Sixty and Six Pagodas and Twenty four Fanams for the Consideration of which the said Ship or the Moiety thereof is to be Conveyed to the said Parties their Executors Administrators and Assigns as by the Bill of Sale thereof bearing Date the Day of the Month of February aforesaid more fully and at large appears Now the Condition of this Obligation is such that if the said Sheik Rowther his Heirs Executors Administrators or Assigns do and shall well truly Convey and Assure unto the said Parties their Executors Administrators or Assigns the one half part of the said Ship called the Success with her Masts Sails Anchors Cables Boats Guns Ammunition Tackle Apparel and Furniture thereunto belonging or the Value thereof in Money at the Port of Madras aforesaid within the Space of Six Months next ensuing the Date hereof then this present Obligation to be void and of none Effect or else to remain in full Force and Virtue

Taken

(Old)

[illegible] on the said Ship Deadly which said one half part of the said Ship Deadly and the one half part of the Moneys due and to become due and owing for freight on the said Ship Deadly are thus mortgaged and assigned over as aforesaid as a further security for the due payment of the said Principal Sum and Interest and all other sum or sums of money which shall become due from time to time in respect thereof

Now the Condition of this Obligation is such that if the above bound Mark Rankin his Heirs Executors or Administrators shall and do well and truly pay or cause to be paid to the said Joshua Green his Executors Administrators or Assigns the full amount of this Bond with the Premium thereon at the Expiration of Twenty one Days after the arrival at Madras of one Copy of the Life of the said Ship Deadly for his such as aforesaid by Contract shall become Payable to Lodge then this Obligation to be void and of none effect but Remain in full force and Virtue Know Ye that

Signed Sealed and Delivered
(Where no Stamp Paper is to be had
In the Presence of

[illegible] Green
Robt [illegible] Penny
Richard Tyson

A True Copy from the Original

Daniel [illegible]
Attorney for the Defendt

(No 44)

23

Dated 8th August 1775

The Answer of Stephen Gregory and
Thomas Hunt of Madras Merchants to the
Petition of David Shaw

The Respondents Stephen Gregory and Thomas Hunt to the said Petition humbly answering say that they are willing to comply with the reasonable request of the said Petitioner mentioned in the said Petition and to release the said Ship Deadly from the Mortgage and Assignment thereof in the said Petition mentioned and to that purpose have executed a Release of the same to the said Mark Rankin but these Respondents further answering say that the said Ship Deadly having sailed from Madras Road on her Passage to Europe in the month of January 1775 and the said Mark Rankin having Insured the said Ship Deadly on her said Voyage to the Amount of the Sum of Pagodas Two thousand Five hundred with the Insurance Company at Madras and the said Ship Deadly having not been heard of since her departure from Madras these Respondents have been informed and believe that the said Mark Rankin has commenced an Action at Law against the Owners of the said Ship Deadly for the Amount of their said Insurance and the said Action is now depending in the Recorders Court at Madras and these Respondents have been informed and believe that the said Mark Rankin has obtained Judgment in the said Action and that the same is now depending in the Recorders Court at Madras for the Amount of the said Insurance and these Respondents further answering say that they have been informed and believe that the said Mark Rankin has taken out Execution against the Goods and Effects of the said Owners of the said Ship Deadly for the Amount of the said Judgment and that the same is now depending in the Recorders Court at Madras and these Respondents further answering say that they have been informed and believe that the said Mark Rankin has received the Amount of the said Insurance and

Read and Filed
1. March 1769

Mr. Jansen
&
Mr. Mapsaunce Master Complt
&
Messrs. Hankeys Defendts

Bill of Complaint

Mar. 1768

Mr. Defendants

Saving &c Reserving to themselves all &c all &c Answer &c Say
Advantage of Exception to the many Errors Uncertainties &
insufficiencies in the said Bill of Complaint Confession &
Avoidance &c for Answer thereto or to such parts thereof as
these Defendants are advised &
materially Concerned them to make Answer unto they these
Answer and say that it is not within the Knowledge of
these Defendants to Certify how &c Pretended in the Bill
of Complaint mentioned or any Sum or Sums of money
the Complainant is justly entitled to from these Defendants
Defendants beyond what they have already Confessed
matter these Defendants pray the Advantage of this
to the Indulgence of Answering
of October which was in the Year of our Lord
hundred and Sixty one the Complainant and these Defendants
with Articles of Agreement the purport of which is as follows
amount to the Complainants Debt &c about three months
this time expired for these Defendants to Deliver the goods
for and whereas Mr. Major paid to these Defendants
for these Defendants and caused them and to be
Printed goods, but to Let the Painters take their own time about
as he would not send any Painted goods to Manchester that
Whereas goods, they must get ready as soon as possibly
Whereas these Defendants declared before the Expiration of
agreement, as will more fully and at large appear by the
Account Current hereunto annexed for the completion of the
Court not to exhibit they humbly refer praying the same
Account as part of their Answer And these Defendants
Delivered as they were sent which ought to have
the time Limited as the Complainant
January these Brothers as aforesaid
October which was on the

(15)

10

Saith true, the Complainant sent for these Defendants and desired
them the Major part of the said Painted goods and Printed them to get
them Washed and Calendred, which these Defendants got Done and
Delivered them to him. And some time in the Month of May which
was in the Year of our Lord, One thousand Seven hundred and Sixty
three the Complainant sent for these Defendants again and told them
to take away some goods which He and He did not want to which
these Defendants answered as they were only Brokers and the goods were
provided by his Order & direction they could not as they had only their Com-
mission and the Interest of their money for their trouble, there refused
to send the Complainant to apply to Mr Debenaire (who was then
Mayor) who sent for these Defendants and asked them their Reasons for
not taking back the goods the Complainant did not want & they
answered him they were only Brokers and the goods were provided
by the Complainants Order and Direction & they could not take any
of them again) as they had paid the Manufacturers and Painters for them
besides the Complainant had kept the goods upwards of three
months in his House) which they could prove by the Account &
the agreement they had brought with them afterwards Mr Debenaire told
them to go home as it appeared clearly to him they were only Brokers and he
would speak to the Complainant concerning it And in August following
the Complainant sent for these Defendants and desired them any much more
their endeavour to Dispose of the goods he did not want as he did not
know what to do with them and it with much Importunities the Complain-
ant importunity induced these Defendants to take some of them and
(which they have sold and given the Complainant Credit for and Debited
him for what money) they have paid him on Account of the same as will
appear by their Account Current. These Defendants further say that
they Conceive with the Indulgence the Penalty is not forfeited as the Painted
goods not being Delivered to the Complainant at the time Limited owing
owing to his own Order, nor can the Interest be Demanded as they
were by the Complainants Request All which Matters and
things these Defendants are ready to aver, maintain and prove as this
Honorable Court shall Direct and humbly pray to be hence Dismissed
with their Reasonable Costs and Charges in this behalf most wrong-
fully Sustained

William Cranmer
Solicitor for the Complainant

Extract from the Minutes of Court Held at the Town Hall on the 15th Day of October Anno Domini 1771

Present

John Holland Esquire Mayor

Thomas Pomroy — Reynold Nixon

Charles Smith — Edward Lloyd

George Smith — and John M. Pherson

Aldermen

Nathan Gregory Esquire Town Clerk

Petition of David Shaw with Certificate Mortgage Annexed

Said Annexed Read

Power of Stephen Gregory to David Shaw Read the Petition of

David Shaw Read

Mr. Miller as Deputy Counsellor

Petitioner David Shaw the Complainant in this Cause moving

to be Relieved the Prayer of the Petition on both

sides are Read, the Petition of David Shaw with Complainants

Petition Read and the Answer of Nathan Gregory and

Stephen Gregory Read and the Petitioner David Shaw having the

Answer Read to the Petition of David Shaw Declaring the

Mortgage to be Paid off the Attorney on the

Contrary Side Prays that the Sheriff be Directed to

Convey the Premises

Exhibit

to retain in his Hands the Proportion of the Wages which the Petitioners Sage Claim till further Order, so that the Amount of the Complainants Proportion of the Wages be paid to the Complainants and that the Costs be paid by the Complainants

To

Fort 25th June 1751

To the Honourable the Judges of the Court at Madras

The Humble Petition of William Sutton in the Kingdom of Ireland George Mackay of Portsmouth Sage Mariners Complainants and John Burnell and William Barker late of Bengal Gentlemen Defendants

Sheweth

That your Petitioners did on the [illegible] day of December which was in the year of our Lord One thousand seven hundred and Sixty three Advance and lend unto the above named John Burnell and William Barker the Sum of Seven Thousand one Hundred and Eighty three Pagodas Seven hundred and Sixty Eight Fanams and Pagodas six Hundred and Sixty Eight Fanams Bengal Rupees on the Ship Diligent bearing to the Port and Place Burnell and William Barker from the Port of Madras for the Town of Fort St. George on the Coromandel Coast the Repondents Bonds for the Payment of the said Sum together with the Premium that might become due thereon the said John Burnell and William Barker the Repondents Bonds bearing Date the Day and Year aforesaid Conditioned for the Payment of the said Sum together with the Premium that might become due thereon to your Petitioners

That your Petitioners did on the [illegible] day of December which was in the year of our Lord One thousand seven hundred and Sixty three Advance and lend unto the above named John Burnell and William Barker the Sum of Seven Thousand one Hundred and Eighty three Pagodas Seven hundred and Sixty Eight Fanams Bengal Rupees on the Ship Diligent bearing to the Port and Place Burnell and William Barker from the Port of Madras for the Town of Fort St. George on the Coromandel Coast the Repondents Bonds for the Payment of the said Sum together with the Premium that might become due thereon to your Petitioners

That your Petitioners are ready to be present for the Inspection of this Honourable Court when required but your Petitioners further shew unto this Honourable Court that the said Ship Diligent after the Execution of the said Respondents Bonds sail from the said Port of Bengal on her said Voyage and that the said Ship arrived at Fort St. George on the [illegible] Day of April last And the Amount Principal Premium and Bonds of the said Bonds becoming due and payable Twenty one Days after such the said Ships Arrival on Shore Part of the said John Burnell and William Barker belonging the said Ship Diligent did on the Twenty fourth Day of May last Exhibit a Bill of Complaint in this Honourable Court against the said John Burnell and William Barker for the Amount Principal Premium and Bonds of the said Respondents Bonds together with the Interest thereof to the time thereof to which Bill of Complaint the said John Burnell and William Barker Appeared and Filed their Answers to the said Bill of Complaint to which Answers your Petitioners have Replied and Issue is Joined between the Parties and the Cause is now ready for Hearing

That your Petitioners are informed that the said John Burnell and William Barker have Effects in their Hands sufficient to pay the Amount of the said Bonds and Premium thereon and that they are willing to pay the same to your Petitioners but refuse so to do without the Order of this Honourable Court

in the year of Our Lord One thousand seven hundred and twenty
the Defendants the said John Russell and William Benbow the
Sum of Three thousand Pounds for Two Months to Attend at Bayonne
on the Ship Dolally from the Port of Bayonne to the Port of Madras
and further that the said John Russell and William Benbow did for the
Amount of the said Seven Contracts Respondentia Bond or Writing Obligatory
as mentioned by the said Petition And those Respondents Answers
Doe with that although the Petitioners Lay Claim to the Premises
Laid in behalf of their Respondents as having a Prosperable Right thereto
to be hath shewn no other Cause than that the Ship for Money lent
at Respondentia Their Respondents request that this Honorable Court
will be pleased to Consider on what this Appellants pretended Right is
founded as a Respondentia Tender for the Loan of his Money on
Allowage aforesaid. Separate to the Respondents Right
of that Voyage any other Prior Debt Interest Charge the Respondents
Answer there can be no Difference with regard to the Debts thereunto
for in any Case they are all Supposed to be Contracted for the same End of
Voyage Part of the Premises Ship Cargo and Freight
the Owners of the Ship Company or Part Owners Respondents
D. Ship must have been bought and paid for out of them before
a Demand of the Payment made by Respondentia Lender that their
many Freight the Cargo Hired But they are likely enough to be prepared
to Maintain they Have not all the Premises Money paid for Ship
by Quality of Money Respondentia Right to Remain to
Lenders whose Money perhaps was appropriated to the payment of
Common Debts of Ship Cargo Freight Insurance Export
Duty Appellants Lien Mortgage cannot be Enabled
Respondentia Lender Ship Cargo Freight Hire
Debt and the Ship Cargo Freight Hire
Profits to Creditors of any Owner Part of the Ship
Debts by the Master of Ship Mortgage Creditors Owners
or Mortgagees Debts by Bond Note Demand or Mortgage

Lenders 67

any Subsequent Application of other Creditors who have Money at Respondents own particular Request paid for and Delivered Premises And lastly these Respondents with with Regard to what the Petitioner alleges of these Respondents having obtained Possession and of Execution previous to the said Petitioner having any Opposition in favor of his said Petition no why Execution should not Issue as these Respondents are Entitled to the Order and Rule of the Court as the Petitioner had an Equal Right to Apply for redress in this Case against the said John Burrell and William Porter with any other the Creditors

All which matters and things these Respondents submit to the Judgement of this Honorable Court and humbly pray that the Sheriff may be Directed to proceed in the Execution of the said Warrant for and on behalf of these Respondents and that their said first Warrant or Precept of which the Honorable Court was pleased to grant Direction may be satisfied out of the proceeds of the Premises and the Warrant may be Satisfied for that purpose and that the said Petitioner may be Dismissed with Exemplary Costs for and the Petitioner likewise and these Respondents at liberty to proceed with such further Orders as these Respondents shall think fit against the Premises as to this Honorable Court shall seem meet

Henry Dis Piny
Attorney for the Respondent

In the Mayors Court at Bengal Between the Company Trader by Law to the following Effect Viz.t

By Law Proposed to Respondentia

To Wit — That Bottomree Bond and Hypothecation Bond and Instrument in England

To Wit — That Respondentia Bond and Instrument in England

And as agreed that it is not Clear that ever before Now by Order by the Lords of the Council or Clear to the Respondentia or any Agent it is hereby ordered Known to be Respondentia or Bottomree Bond as if they were Synonimous and Signified the same

he become legally Entitled to the Custody & Control
whatsoever Effects of those Bankrupt Debtors so that
that such Execution ought not in Justice to be
any subsequent application of the Creditors who had
Respondents at their own particular Risk and
Premises And lastly the Respondent submits
Petitioners Allegations of the Respondent having
Execution previous to the said Petitioner the
favor of the said Petitioner was why Execution should
unto the Respondent according to the Order and Rule
Court as the Petitioner had an equal Right to Apply
this Case against the said John Bennett and William
any other the Creditors

All which matters and things this
Submits to the Judgment of this Honorable Court
prays that the Petitioner may be Dismissed with
Demand on Account whereof this Honorable Court
and Warrant may be obliged out of the Funds
that purpose And that the said Petitioner may be
long Costs for such the Petitioners Litigious
prays such further and other general Relief as the
Honorable Court shall seem Meet

Attorney for the

Extracted from the Records of the
at Bengall The Mayors Court at Bengall Decr
to make by Law to the following Effect Viz

By Law Proposed Febry

Resolved

That against that the Defendant
Bond or Obligation

in a Decree made by the Lords of the Council in a Cause that came
before them by way of Appeal it is therein mentioned Therein to be
Respondentia or Bottomree Bond as if they were Synonimous and
Signifyed the same thing

Whereas a Bottomree Bond & a Respondentia

Bond are quite Different

A Bottomree Bond is where a person borrows
Money and gives his Bond for a Repayment of it with a Stated
Interest at the return of a Particular Ship

If the Ship the Lost or otherwise in her Voyage Outward
incapable of Performing her Voyage and so is not to return and arrive
at the Port to which She is Destined In this Case tho all the
Goods and Effects which the Obligor had on board should be saved and
the Interest be no sufferer shall get nothing can be recovered on this
Bond as much as the Ship has not whom to pay and arrive at the Port to which
She is Destined the Money being by the Obligor taken or received at her
made payable upon Condition only if the Ship return or arrive at her
Destined Port mentioned in such Condition

A Respondentia Bond is where a Person Borrows
Money on Cargo Goods and gives this Bond for the repayment of the Money
so Borrowed or for the Value of the Goods so Loaded upon the Ships Returns
or arrived at her Destined Port and the Ship is lost in the Voyage
then the Obligor is thereby and by such Bond is Liable to the
benefit arising from the Salvage of such Goods or Effects the Obligor is shall
been saved in Specie as the Goods themselves by the Goods lost in proportion
with the Owner of the Goods and other Respondentia Creditors

And as the Lords Council in by the Company Servants
in India is for the most part with Money Borrowed Respondentia
few of them having sufficient Credit to procure it to the Value of Security
and as the giving all possible Encouragement to this kind of Security
would tend greatly to increase and Import Goods there by proper
that a by Law should be made to the following Effect Viz

That all Respondentia Bonds for Money or
Goods Loaded on the last Voyage should be first paid out of the produce
of the Effects before the Owners

Ad

(256

(257

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Extract from the Minutes of a Court Held at the Town
Hall on Tuesday the 22 Day of October Anno Domini 1793

Present

John Holland Esquire Mayor
Thomas Downing — Reynold Adams
Arthur Cuthbert — Charles Smith
Edmond Horsey — George Smith and
John McPherson — Aldermen

Also Present Justice by his Attorney George Mackay

Clerk
John Brunskill and Milton Benton

Petition of the Complainant Read

Answer of Thomas Cuthbert and Peter
Answer of Thomas Pelling and Peter

The Petitioner & Respondents being to be Determined this Day,
Petitioner and the Respondents Counsel on both Sides
On Reading the Petition and the Respondents Answers, & hearing
the Pleadings made thereof by the Attorneys on both Sides and Upon due
Consideration had thereon It is the Opinion that the
Petitioner has no Right to Impeach the Due Proof of the Amount
of the Ship and Cargo or whilst the Just Debts of Respondents
in preference to the other Creditors who have Obtained Decrees
against the Defendants All the Proper Costs that the Petition
be Dismissed with Costs

By Court

Dated 25th June 1795

To the Worshipful the Mayor and
Aldermen

Petition Richard Tyson of
Rangoon in the Kingdom of Pegue
Merchant

(25)

Merchant by the Name of
Merchant of Madras United
and John Burnell late of
of Rangoon Upon the Coast of
Madras Merchants Re

The Humble
and Richard Cou
the said Charity be

Burnell

William Petitioner did on the Sixth Day
which was in the Year of our Lord One thousand Seven
sixty three Madras aforesaid with the aforesaid
Benton the Sum of Three thousand and Seven hundred
at Rayendanka on the Ship Dolally belonging to the
the said John Burnell & William Benton from the
to the Port of Madras at the rate or Premium of
for One year if longer Prands on the Principal and
the Amount of which the Principal sum together with
Prands or what might become Due thereon the said
the said William Benton did Covenant & Respondents
Obligatory to ourse Order which said Respondents
Obligatory bearing date the said Sixth Day of March
Seven hundred and sixty three And it is the Right
Petitioners said Attorney & Deputy to be prosecuted for
the Honorable Court when required And your
shewth unto this Honorable Court that the said
did after the Execution of the said Respondents
said Port of Rangoon on the said Voyage and
about the Thirty Day of April last And the said
Pounds with Prands of the said Bond being
Twenty one Days after such the said Ships
and the said John Burnell and William Benton
your Petitioners did on the Twenty Second

(25)

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and Prands of the said Respondents Bond together with the Interest
thereon Due and to become Due thereon Or such more fully and at large as
appear on Reference thereto Unto which said Bill of Complaint the
said John Burnell and William Benton appeared and Confessed
the Justness of your Petitioners said Demand whereupon this
Honorable Court were Pleased to Decree them to pay it which they
having failed in this Honorable Court were Pleased to grant your
Petitioner a Warrant of Execution Directed to the Sheriff to Levy
the Property of the said John Burnell and William Benton for the
Satisfaction of your Petitioners said Demand By Vertue of which Warrant
the Sheriff has Seized the said Ship Dolally Dust Francis Sourdon
and Thomas Pilling and John De Fries of Fort Saint George Merchants
having also Severall Warrants of Execution from this Honorable Court
on three several Actions Commenced by them respectively against the
said John Burnell and William Benton that is to say the said
Francis Sourdon in an Action Commenced on an Account and the said
Thomas Pilling and John De Fries in One Action Commenced
against the said John Burnell and William Benton as an Indorsed
Bond and another Action Commenced by them against the said
John Burnell Only as an Indorsed Bond The Sheriff has by Vertue
of the said Warrants also Seized the said Ship Dolally for the
Satisfaction of the said Demands of the said Francis Sourdon and
Thomas Pilling and John De Fries as aforementioned And there being
other Respondents Creditors on the said Ship the same will not be
sufficient to pay both the Demands of your Petitioner and the said
other Respondents Creditors and perhaps not that of your Petitioner
Wherefore your Petitioner Commenced a Suit against your Petitioner
and the other Respondents Creditors which Suit is depending at the
Suit of your Petitioner and the other Respondents Creditors
during the said Voyage have applied to and Intreated of the
Owners of the said Ship under Cope to take Security for the
said Ship Bond Dated the Sixth Day of March
Following Amounts Deposited in the Hands of for the Satisfaction
Covenants the said Owners of the said Ship on Behalf of for the Satisfaction
of the Demands of the said Francis Sourdon and Thomas Pilling
and John De Fries as Legal

Your Petitioner Humbly
Complains to this Honorable Court in the
Premises that Either the Amount of the said

and Demand Decreed by this Honorable Court being the Sum of
thousand Five hundred and Ninety four Pounds Eleven Shillings
Costs together with the Interest due and to become due thereon
payment may be first paid out of the produce of the said Ship
that the said Warrants of Execution Issued by the said
and Thomas Billing and John De Fries respectively a
may be superseded and the Goods taken of the said Ship
And that untill this Honorable Court shall be Pleased
Orders to such reasonable payment of Assur Pitchers
Defence of the said Ship or the superseding the said Warr
the said Francis Swinburn Thomas Billing and John De
the said Seizure on their behalf that the Sheriff may be
from selling the said Ship Totally on behalf of the said
Swinburn Thomas Billing and John De Fries
your Petitioners
Hall Ellis Proctor
Tobias Sykes
Attorney for the Petitioners

Filed 3 Sept 1774

Mr. Francis Swinburn
Richard Lyon by his Attorney
Matthew West John Parnell
Benton

This Respondent saith that he has no
the Petitioners Goods as in his Petition
in the Year of Our Lord One thousand Seven hundred
Allowance and made Oath John Parnell and
the Sum of One thousand Pounds for the Value
Respondents on the Ship Totally from the Port of
Port of Madras And further that the said John
Proctor did for the Benefit of the Assurers
Bond or Writing Obligatory as in and by the
And the Respondent

1333 Oct

Respondent as having a probable right thereto he doth shew no other cause
than that his Debt is for Money lent at Respondentia This Respondent
Prays that his Honorable Court will be pleased to consider on what the
Request that this Honorable Court will be pleased to consider on what the
grant of reasonable Right is founded the Respondentia Lender for the Sum
of his Money on a Voyage Receives a premium Proportionable to the Risk and
Length of that Voyage any other Person lends Money at Land Interest
therefore this Respondent humbly Conceives there can no Difference
Exist with regard to Debts thus Contracted for in any Case they are all Supposed
to be incurred for the same End of Carrying on the Business of the Borrower
It has sometimes been urged that Respondentia Debts are paid out of
the Vessell and provided this Cargo but it is frequently borrowed to Compass of the
Risk and the Exchange of Interest Bonds for Respondentia
purpose is common at Bombay and Bengall and in general Respondentia
is not advanced but paid on or about the Time of Departure of the Vessell
Consequently in such a Case the Vessel and Goods must have been brought back
Entitled to Exemption be Allowed any Person who will pay or whose
Money paid for Goods made by speedy Returning have a reasonable right
to Respondentia Interest whose Money undergoes Opposition to the
Payment of common Debts for None Ought to be Suspected More naturally
Exact Enquire Scarcely when each Security is not Required but
therefore this Respondent humbly Conceives there can no Difference
Last must be Protected Enjoyed by the Laws of England then is
as Profession to Creditors of any Bona Captain Case of the Death
of the Debtor by the Statute of Bankruptcy all Creditors Exempts
Mortgages whether by Bond Deed Assent or in whatever manner
Contracted notwithstanding that Although there are Regulations Enacted
by Bankrupt Estates in the Statute regarding Bankruptcy
Existing in this Country they are founded on Equity and these Matters
Profess the Right Respondentia any the Creditor has in Scotland
Equity Court should Equally Regard him as many as the
Law Still about Is greater in England This Respondent Entitled to
Mortgage Hypothecation Bond Security it is agreed Custom and
Usage Mortgage Hypothecation Bond Security it is agreed Custom and
Also been Likely Applied here This Respondent has had by some of the
Petitioners in the Light that the Respondent such kind of such proportable
Right

Right Due of Course belong to a Respondentia Bond for the
purpose in the Cause whereby the Ship & her Mortgage to
whether Respondent Executor and further as the Petitioner ought
have availed himself of the Method which would have entitled
Claim in preference to other Creditors Unquestionable that the
Respondent hope have to Answer unto this Honorable Court before
inquiries that in the Year One thousand Seven hundred and
Mayors Court at Calcutta requested the Honorable Court
to enable a Law that Respondentia Creditors should enjoy
Right to the Produce of the Voyage to other Creditors as will
appear by Reference to the Annexed Paper which this Respondent
to Attend as part of this Answer which this Respondent
Extracted from the Records of that Court and the Counsel
their Opinion if such by Law could be enforced provided
it could not this Respondent further submit to this Honorable
if any Preference could in Law be Allowed that this Respondent
either entitled to it than other Creditors for having
of their Mortgage Debts under which they were to sell
Respondent the Produce of which he Directed to be and
Creditors which they might not therefore in Justice
with their own Affairs or Effects but to have kept
Nature of a Deposit entrusted with them & though the
Affairs or Unforeseen Accidents may have Defeated
in which they have Stood with this Respondent yet
a Conviction of the Performance which is Due to
unto this Honorable Court as Confident Imposed
Without making any Demur to the Relief of any
Case or any Exception to the general Statements
Leave this Honorable Court to Adjudge the Benefit of the
whereupon Submission most humbly prays to be
Creditors that shall Appear to this Honorable Court
legally Entitled to the Benefit of Creditors under
their Mortgage Debts to such Persons and
other Creditors to this Respondent
Creditors who had Money at Respondents
and for a Separate Provision that by the
agreed what the Petitioner Alledges of this
Interest of Creditors to the said Petitioner

13A(762

this Respondent Accordingly to the Order and Rule of this Honorable Court in the
Petitioner had an Equal Right to Apply for relief in this Case against the said
John Bennett and William Panton Esquires the Creditors

All which matters and things this Respondent submits
to the Judgment of this Honorable Court and humbly prays that the Sheriff
may be Directed to proceed in the Execution of the said Warrant for and on
behalf of this Respondent and that the said Just Demand on account of which
this Honorable Court was pleased to grant the said Warrant may be satisfied
out of the proceeds of the Premises Sold for that purpose and that the said
Petition may be Dismissed with Exemplary Costs for such the Petitioner
Litigiously this Respondent also prays such further and other general
Relief in the Premises as to this Honorable Court shall seem Meet

Henry Dell Pigg
Attorney for the Respondent

Extract of a Case from the Records of the Mayors Court at Bengal
the Mayors Court at Bengal Dated the Twenty seventh day of June
the following Effect Viz.t

By Law Proposed Relative to Respondentia
Bonds

They represent that the Different Petitioners
Bonds as Respondentia Bonds is not understood in England
And as they think it and they observe that are
a Doubt made by the Lords of the Council in a Case that came before
them by way of Appeal the last month Whether to Respondentia
or Bottomree Bonds if they were Executed and Signed the same
thing

Whether Bottomree Bonds as Respondentia
Bonds are quite Different
Petitioners Bonds Whether Bottomree
Money Upon the Bond for Respondentia with a stated Interest
at the return of the Ship
If the Ship the Lost or Returned on her Voyage
Bottomree upon the Ship her Voyage and is not to return
Bonds upon the Ship Respondentia

Brought Over Pagodas

20 Pieces Chd Handkerchiefs fine @ 3 Pagodas p Piece ... 60 — —
Contains 9 Handkerchiefs in a piece
20 Do of Blue Do Do @ 3½ Do p Do ... 70 — —
Contains 10 Do Do @ 2 Do p Do ... 40 — —
20 Do Do Contains 10 Do in a piece ... 330 — —
330 Pieces

Pagodas 330 — —

This Contract Written in two of One Tenor and Dated
Madras the 8th October
1761 Delivered Pagodas

Cassil Chitty
Moodiavencatta

I Ivan Johnston the same as can be taken from the
American Language by Reuben Thorson

John Sykes
Attorney for the Compy

I Ivan Mak for Indorsement

1761	15		500	—
October	8	Ditto	800	—
November	10	Ditto	90	—
	25	Ditto	200	—
	27	Ditto	100	—
	28	Ditto	70	29 20
December	2	Ditto	100	—
	12	Ditto	100	—
	18	Ditto	100	—
	23	Ditto	100	—
1762	5	Ditto	200	—
January	22			
1762	29			
February	9			

Pagodas 300 — —

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being Found and that no inconvenience can arise from the Establishment or the Contrary Standard of being about to any former Creditor it would be Dangerous for if their Debtors should by their Means omit take any Security from their fourth Credit they might in time be Enabled to Satisfie their Old Debts

2 Whether the Company can Lawfully make such a By Law

We are of Opinion that such a By Law cannot be made

(Signed) Dudley Ryder
William Murray
John Browne
John Browning

April 30th 1754

A true Copy Henry Dell Puy
Attorney for the Respondent

Read 3 September 1754

The Answer of Thomas Allen and John Du Pre to the Petition of Gregory Smith

THE Respondents Saith that they Do Admit that the Petitioner Agent did on his behalf on the Tenth Day of April in the Year of Our Lord One thousand seven hundred and Twenty Advance or Lend unto the said John Pannell and Walter Benton the Sum of Five thousand Pounds for Their Use to Russel Respondents in the Ship Dudley Ryder for the Use of the Port of Madras and further that the said John Pannell and William Benton did for the Account of the said Russel Respondents Sign and Giving Obligatory as Mentioned by the said Petition and that Respondents Answerth and Saith that although the Petitioner have Power to the Premises Sign for on behalf of these Respondents as having Sufficient Right thereto he doth Know not the Cause than that the Debt is for Money Lent at Interest Wherefore These Respondents request that the Petition may be Dismissed with Respondents

Money or Bills Goods and gives his Bond for the payment of the Sum Borrowed for the Value of the Goods so bought upon the Ship Return at the Dutch Port or if the Ship is lost in the Voyage then the Obligor Lending such Sum is Entitled to the benefit arising from the Sale of Goods or Effects of the Obligor as shall have been shared in Lieu of Goods Lost Bona to the Goods Lost in proportion with the Owners & other Respondents Creditors

And whereas Several of the Said Servants in India is for the most part with Money Borrowed Respondents few of them having sufficient Credit to Borrow without such Assistance and in the giving all possible Encouragement of Industry would tend greatly to Encrease and Promote the Trade they propose that a By Law should be made to the following

That all Persons

Goods bought on the last Voyage should be first Paid & the Principal of that Voyage proportionable to all other Demands

And be it also ordained upon the Penalty of Forfeiting Twenty Pounds for the making of such Bond

And be it also ordained upon the Penalty of Forfeiting Twenty Pounds for the making of such Bond

That no Person Lending any Money on Bottomry or Respondentia upon any Ship or Vessel Shall be Entitled to Recover more than the Value of the Interest of the Person who Borrowed the Money on such Ship or Vessel

That no Person who Either as Owner Part Owner or Master of any Ship or Vessel shall Borrow any Money on Bottomry or Respondentia or Lend their Money upon such Ship or Vessel shall be Entitled to Recover more than the Value of the Interest of the Person who Borrowed the Money on such Ship or Vessel

That no Person who Either as Owner Part Owner or Master of any Ship or Vessel shall Borrow any Money on Bottomry or Respondentia or Lend their Money upon such Ship or Vessel shall be Entitled to Recover more than the Value of the Interest of the Person who Borrowed the Money on such Ship or Vessel

will be pleased to Consider on behalf the Appellants Petition
praying as Respondentia Lenders for their Loan of the Money
Persons aforesaid. Separate to the Ships and Goods
any other Person lends Money at Bond Bottomry
- cate humbly Conceive three various Differences Cases
Debts these Contracts for in any Case they are all dep
for the same End of carrying on the Business of the
three been Ships that Respondentia Affects the Person
and provide his Cargo But it is frequently known
with the Exchange of Bottomry Bonds for Respondentia
is common at Smyrna and Bengall with us general
advanced but paid on or about the Time of Departure
in such a Case the Ship and Goods must have been bought
of Sums before received or borrowed If the Appellants
Lenders that their Money bought the Cargo
Money paid for Goods wanted by agency of Running
to Respondentia Lenders whose Money perhaps was
Payment of Common Debts If a Man's Credit
Expected and required thereby when such Security
themselves in an Equality for in Case Mortgages
but must be particularly Expressed by the Law
preference to Creditors of any Degree Except
Debts by the Statutes of Bankruptcy all Creditors
whether by Bond Note the most or whatever Manner
and although there are no Regulations Concerning
Contained in those Statutes Respecting Bankruptcy
Country they are founded on Equity and those
Respondentia or any other Creditor as in Bottomry
should therefore be carefully regarded but as only
about Ships in England these Respondentia
take Mortgages Hypothecations Bonds or Bonds
and it has been lately adopted those Securities
of the Petitioners on the Subject that the Respondentia
such preferable Right does of Course belong to
What can in this Respect is the Case where

which could have made this Grand Claim in preference to the Creditors
Unquestionable that these Respondents by Law to above made Your Lordships
Court that they has been informed that on the Year One Thousand Seven
Hundred and forty Six Mr. Mayor Court at Calcutta regarded the
Remarks the Court of Directors to make by Law that Respondentia
Creditors should have a preferable Right to the Produce of the Voyage to
other Creditors as will more fully Appear by reference to the Answer of Respon
which these Respondents pray to admit as part of their Answer which they
Respondents Understanding was Extracted from the Records of that Court
the Council Applied to for their Opinion if such by Law could be enforced
gave it as their Opinion that it Could not And that Respondents with
That in the said Mutual Debtor died from a Conviction of the justice of
these Respondents Debt was Voluntarily into this Honorable Court &
Conclusive Judgment to these Respondents without making any Demand or
the behalf of any special Creditors of their own or any Declaration as to the
general State of their Affairs to Induce this Honorable Court to Delay the
Power of these Respondents Action whereupon And your Petitioners Humbly
just Cause for these Respondents Humbly Entitled to the Priority
this Honorable Court that he became legally Entitled to the Property
of Execution granted upon whatever Effects of these Mutual Debtors
said Decree and that such Execution ought not on Justice to be
Stayed or Delayed by any subsequent Application of other Creditors who
Just Money of Respondents at their own Particular Request made for no
dispute Payment And lastly these Respondents having Obtained
to what the Petitioners Affairs of these Respondents having Obtained
a Warrant of Execution Pursuant to the said Petition the said Decree
nothing in favor of the said Petitioners by Execution Sale of the Honorable
with these Respondents answer to the Petitioners Petition of the Honorable
Cost to the Petitioners but the Just Right & Equity to Judge in this
Executed the said Sheriff of Middlesex Execution with any
other Creditors Marshals Petition and Praying these Respondents
submit to the Judgment of this Honorable Court and humbly pray
that the Sheriff may be Directed to proceed in the Execution of the
said Warrant for and on behalf of these Respondents and that their
said Grand Decree Obtained against the Honorable Court may
Stand in full Force and Effect and that these Respondents may be Allowed
their Costs of

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of the Premises Liege for that Purpose. And that the said Petitioners may be Dismissed with Costs for such Non Attendance. And the Petitioners also pray such further and other general Relief as to this Honorable Court shall seem meet.

Henry [illegible]
Attorney for the Petitioners

The Mayor Court of Record Down to be held by Law to the following Effect Viz.t

By Law Proposed Holding

They represent that the Difference of Exchange between Rhode Island and England

And saying that it is and they have been made by the Lords of the Council as a Reason that some Part of their Debts due in England should be paid as if they were Irremissible and Specific Debts

And as to the Petitioners Debts due in Rhode Island

Rhode Island Difficult

The Petitioners Petitioner

Do pray the Court for a Repayment of such Debts due to Particular Ships If the Ship is lost or otherwise incapable of Performing her Voyage and cannot get to the Port to which She is Destined to take in the Effects which the Ships had or have made Payment for no Effects at all But nothing can be Known of this much as the Ships are not Return'd to the Country and she is Indebted the Money being by the Creditors under Pay all upon Condition only of the Ships Return Debts Petitioners have in such Creditors

The Respondents

Answer Henry or Some one for the Petitioners Henry a Servant for the value of the Goods

137 268

than the Ships Merchandizing such Effects Subject to the benefit arising from the Salvage of such Goods or Effects of the Ships as shall have been Landed in Storage as the Goods said due to the Goods first on Proportion with the Owner of the Goods and the Respondents Creditors

And as the Trade Carryed on by the Company's Servants in India is for the most part with Money Borrowed at Respondentia of few of them having Sufficient Capitals of their Owner without such Assistance and as the Giving all possible encouragement to this kind of Security would tend greatly to Encrease and Promote Trade there they propose that a By-Law should be made to the following Effect Viz.t

That all Respondentia Bonds for Money or Goods that on the last Voyage should be first paid out of the Produce of the returns of that Voyage possible to all other Demands

And besides what is Offered before the Gentlemen in India to assign the following Reasons for the making of such a By Law Viz.t

That the Goods and Effects of such Wrecked Ship immediately become the property of the Respondentia Lenders they cannot see how any that lent their Money in a former Voyage should Answer the Demands of those Persons who Either Sold their very Goods at Rhode Island or lent their Money to Purchase them and they apprehend that a general Credit they might in time to Establish Subsist their Old Debts

And that the Company can lawfully make such a By Law

Dudley Ryder
Attorney General

Wm. Murray
John Browne
John Braddyll

Attorney for the Respt.s

April 26. 1756

(270)

Extract from the Minutes of a Court held at the Town
on Tuesday the 22 Day of October Anno Domini 1771

Present

John Holland Esquire Mayor

Thomas Pomroy ——— Reynold Adams

Arthur Cuthbert ——— Charles Smith

Edward Avarey ——— and John McEvoy

Aldermen

Richard Tyson by his Attorney Christopher Hackett

versus

John Dunnell and William Denton

The Petition of the Complainant Read

Answer of Francis Scanlon Read

Answer of Thomas Pilling and John Do Read

The Matter in Dispute

Petitioner and the Respondents Coming on to be Heard
On Reading the Petition and the Respondents Answer
the Pleadings being Over by the Attorneys on both
Sides and Proofs Taken and Examined and
Petitioner having Right to be Paid the Demand
and Costs on which the Suit is Brought as Prayed
by the Petition and the Respondents having Obtained Dismission
with Costs

It is therefore Ordered that the Petition be

Filed 25 June 1771

To the Honorable

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Saint George Merchant Complainant And
John Dunnell and William Denton Acting
Rangoon in the Kingdom of Pegu but at
Present at Madras Merchants Defendants

The Humble Petition of the said George Smith

Sheweth

That your Petitioner's Agent did on behalf of your
Petitioner on the Tenth Day of April which was in the Year of Our Lord
One thousand seven hundred and seventy Advance or Lend unto the
aforesaid John Dunnell and William Denton the Sum of Four
thousand Pagodas with the Interest of Twelve per Cent for Six Months
Included to run at Rangoon on the Ship Eddy belonging to the
Property of the said John Dunnell and William Denton from the Port
of Rangoon to the Port of Madras for the Amount of which said Sum together
with what might become due thereon the said
Denton did Execute a Respondentia Bond or Writing Obligatory to your
Petitioner which said Bond or Writing Obligatory bears Date the said
Tenth Day of April One thousand seven hundred and seventy And is on your
Petitioners Custody and may be expected for the Inspection of this Honble
Court when required And your Petitioner further Sheweth to this Honble
Court that the said Ship Eddy did after the Execution of the said
Bond Sail from the said Port of Rangoon on her said
Respondentia Bond Laid from the said Tenth Day of April last
Voyage and Arrived at Madras about the Tenth Day of June last
And the said Amount Principal Sum and Parts of the said Bond
becoming due and payable Twenty One Days after such the said Ships
Arrival at Madras Rendered the said John Dunnell and William
Denton not paying the same your Petitioner did on the Sixth Day of
this present Month of June Exhibit a Bill of Complaint in this
Honorable Court against the said John Dunnell and William Denton
for the Amount Principal Sum and Parts of the said Bond
together with the Interest thereon due and to become due thereon &c
as more fully and at large appears by Reference thereto Which
said Bill of Complaint the said John Dunnell and William
Denton

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Pitchers Agents by their Attorney and Confessed the Libel
and Demands thereby on the Records Contained to
be true & that your Petitioner for the Records said the Records
that Francis Jourdan and Thomas Pilling and John De
Lasaux Merchants being Absolute Owners of
the Records Ship or Vessel called the
Records against the said John Parnell and William
to say the said Francis Jourdan on his Own
Account and the said Thomas Pilling and John De Lasaux
Owners of against the said John Parnell and William
Ankard Esqrs and the Ship called the
John Parnell only as owner & Part Owner of the Ship
of the said Records and for the said Ship Tackle &c
said Records of the said Francis Jourdan and Thomas
Pilling and John De Lasaux as by the said Libel
Exhibited in the said Court more fully appears
Exhibited your Petitioner therefore with Submission
to your Petitioner & the other Respondents Proctors
and Respondents upon the said Ship During the
proper Right thereof out of the Proceeds of the
Cargo to Satisfy the Demands of the said
Ankard Praying that your Petitioner may be
the said Ship on behalf and for the Satisfaction of the
Francis Jourdan and Thomas Pilling and John De

Your Petitioner therefore most humbly
the said Ankard Justices of the Records Court to be
Pleased to Direct that Either the Monies of the
Bound by the Records Court being the Sum of
of Lasaux Pilling and John De Lasaux Ship
with the Interest due and to become due thereon
for Satisfaction of the Demands of the said
Records of the said Francis Jourdan and Thomas
Pilling and John De Lasaux respectively as aforesaid may be
Superseded and the Arrest taken off the said Ship the said Ship or their
behalf And that until this Honorable Court shall be Pleased to make
such Order as to such proportable payment of Your Petitioner and of the
proctors of the said Ship as the Superseding the said Warrants of the said
Francis Jourdan Thomas Pilling and John De Lasaux and the said
Pilling and John De Lasaux

And your Petitioner as in Duty bound Shall

Ever Pray &c.

John Sykes
Attorney for the Petitioner

139 (273)

Adm. No. 30 July 1771

The Answer of Francis Jourdan
to the Petition of George Smith

This Respondent Saith that he does admit that the
Petitioners Agent did on his behalf on the Tenth day of April in the year
of Our Lord One thousand seven hundred and Seventy Arrest or Attach
unto the said John Parnell and William Parker the Sum of Two
thousand Pagodas for the Wages Earned at Ryapundra on the Ship
Dolly from the port of Rangoon to the port of Madras and further that
the said John Parnell and William Parker did for the Amount of the
said Sum Execute a Respondentia Bond or Writing Obligatory as
mentioned by the said Petitioner But this Respondent Answereth and
Saith that although the Petitioner says Claim to the Premises urged
in the said Petition as having a Just and Right thereto he hath
not on behalf of this Respondent as having a Just Right thereto he hath
shown no other Cause than that the Debt is for Money lent at Respond-
entia But this Respondent Repeats that this Honorable Court will be
pleased to consider or what this Just and Right is founded
& a Respondentia Bond for the Sum of Six Money on a Voyage across
the Ocean to Madras and back for the Sum of Six Money on a Voyage across
aforesaid Adequate to the Risk and Length of that Voyage any other
Person lends Money at Land Interest whereas this Respondent humbly
Conceives there can be no Difference Cast on the repaid to Debts that

Contracted

entrusted for in any Case they are all supposed to be known to the
End of carrying on the Business of the Partners All has one thing
Right that Respondentia affects the Partners to pitch his Pro-
perty in this Cargo but it is frequently covered to cover part of the
the Exchange of Interest Bonds for Respondentia Bonds for that
is Common at Bombay and Bengall and in general Respondentia
not advanced but paid on or about the Time of Departure of the
Consequently on such a Case the Risque and Goods must have been
paid for out of Monies before Received or borrowed of the Owners
Respondentia Bonders that their Money bought the Cargo Goods
they are thereby Entitled to a preference to be Admitted Any Part
Goods or whose Money paid for Goods consists by reason of Owners
a Preferable Right to Respondentia Bonders whose Money
Appropriated to the Payment of Common Debts If other
Lawful when Radically Equal and Originate Alike
is not required, all Equal themselves on an Equality for as Law
can never be Complied but must be Particularly Expressly
of England there is no Preference to Creditors of any Degree
Case of the Death of the Debtor by the Statute of Bankruptcy
Creditors Except on Mortgage whether by Bond Note or
whatever manner Contracts are put on a Level that Wherever
are no Regulations Concerning Bankrupts Contracts
Regarding Bankruptcy Existing in this Country they are form
Equity and Show that no Preferable Right or Respondentia
Creditors Cause Justice in Equity Court and should therefore
Decided here as nearly as the Case will extend The opinion
The Respondent understand to take Mortgage Respondentia
or Bombay it is a general custom now it has been lately adopted
The Respondent has heard by some of the Arbitrators in this Cause
And this Respondent with that if such Preferable Right was Given
to a Respondentia Bond of what use or to what Purpose to the Bond
evidently the Object Was

(975)

himself of this Method which would have made his Present Claim impossible
-sence to other Creditors unquestionable And this Respondent begs leave to
Answer unto this Honorable Court that he has been informed that in the
Year One thousand Seven hundred and forty six The Mayors Court at
Calcutta requested the Honorable the Court of Director to make a Law
that Respondentia Creditors should have a preferable Right to the produce
of the Voyage to other Creditors as will more fully Appear by Reference
to the Annexed Paper which this Respondent prays to Admit as part
of this Answer which this Respondent understands was Extracted from the
Books of that Court and the Counsel Applied to for their Opinion if such
by Law could be inforced gave it as their Opinion if such by Law could be inforced
gave it as their Opinion that it Could not This Respondent further believes
to this Honorable Court that if any Preference now in Law be admitted
Respondent hereof better entitled to it than other Creditors for having
Entrusted in the hands of these Mutual Debtors Goods which they were
to sell for Account of this Respondent the produce of which he Directed
to have blended with their own Affairs or Effects but he Honestly
Squarely in the Nature of a Deposit Entrusted with them and Brought
the Necessity of their Affair or unforeseen Accident may have reduced
them to the Dilemma in which they now Stand with this Respondent
Yet as they have from a Conviction of the Preference which is due to him
come Voluntarily unto this Honorable Court and Confessed Judgment
to this Respondent without asking any Favour or Forbearance to the general State
Special Creditor of their own or any Protection as to the general State
of their Affairs to Enforce this Honorable Court to Delay the Course of
this Respondents Action whereupon Judgment was accordingly given
given for this Respondent he Apprehends he is entitled with Appear to their
Honorable Court that he is Legally entitled to the Priority of
Question grounded Upon whether Effects of these Mutual Debtors he could
Answers and that such Question might be Determined before he could be delayed
by any Subsequent Application of other Creditors who don't Know yet
Respondents at their own Production Such as he can Acquaint
Premises And lastly this Respondent doth with regard to what the
Petitioners Allegge of this Respondent having Obtained Attachment of

& Execution Process to the said Petitioner this or any other thing
of this said Petitioner may only Execution shall and Ought not to
Respondent according to the Order and Rule of this Honorable
the Petitioner had an Equal Right to Apply for and Obtain the
against the said Thos Dummett and William Dunton without any
Forbidance —

All which matters and things this Respondent
Submits to the Judgement of this Honorable Court and humbly
that the Sheriff may be Directed to proceed on the Execution for
Warrant for and on behalf of this Respondent and that he may
Damages and Account of which this Honorable Court was pleased
said Warrant may be satisfyed out of the proceeds of the Premises
Respondent And that the said Petitioner may be Decreed to pay
for such the Petitioners Intrapassings This Respondent also prays
and other general Relief in the Premises as to this Honorable
seem Meet —

Attorney for the Resp

Extracts of a Law from the Records of the Mayors
Bengall The Mayors Court at Bengall Power the Cognizance
by Laws to the following Effect Viz.t

By Law Proposed Feby

Date —

Ship represented that the Difference of Opinion
and a Respondentia Bond is not understood in England

And as upon that it is and they observe that
underly the Lenders the Owners or Owners that may
of Ingress of the Cargo mentioned thereon to the Respondentia
Bond as if they were Synonimous and signifyed the same

Whereas a Respondentia Bond and Respondentia
Bond are quite Different

Money and gives this Bond for a Repayment of it with a Sum Interested
the return of a Particular Ship

If the Ship the Lost or otherwise on her Voyage
Rendered incapable of Performing her Voyage and so as not to return &
arrive at the Port to which She is Destined In this Case Who all the
Goods and Effects which the Obligor had on board Shall and She should
be no Suffer at all yet nothing can be Recovered on this Bond in as much
as the Ship Does not return to and arrive at the Port to which She is
Destined the Money being by the Condition of the Bond Expressly made
payable upon Condition only of the Ships return or arrival at the destined
Port or contingency in such Condition

A Respondentia Bond is where a Person Borrows
Money or Foreign Goods and gives this Bond for the Payment of the Money
so borrowed or for the Value of the Goods so bought upon the Ships Return
or arrival at her Destined Port or if the Ship is lost on the Voyage then
the Obligor notwithstanding such Loss is bound to the Lender out of such Goods or Effects of the Obligor as shall come
from the Salvage of such Goods or Effects by the Lender took any preparation
Lender in Average as the Goods saved bear to the Goods lost or proportion
with the Owner of the Goods and other Respondentia Debtor

And as the trade Cargoes or by the Company Vessels
in India is for the most Part with Money Borrowed at Respondentia
few of them having sufficient Capitals of their own without such
Assistance and as the giving all possible Encouragement to this kind of
Security would tend greatly to Encrease and Enable Trade thus they
proposed that a by Law should be made to the following Effect Viz.t

That all Respondentia Bonds for Money or Goods lent
on the last Voyage should be first paid out of the Proceeds of the Returns
that Voyage preferable to all other Demands

And besides what is Stated by the Gentlemen in
India Above the following reasons for the making of such a Law
Viz.t

That as Goods saved out of a Wrecked Ship immediately
become

became the property of the Respondentia Lenders they can make no
that lent this Money on a former Voyage can claim any part of the
with the goods so saved should produce more than will answer the
Demands of those Persons who Either sold those very goods or
or lent their Money to purchase them and they apprehend that
Good would Result from such Doctrine as many unhappy
fide Credit and be thereby Enable to get already bankrupts out
sink under their misfortunes without any hopes of ever being
and that no inconvenience can arise from the Establishment of
Contrary contrary to that of being absent many former Creditors always
a Benefit for if their Debtors should by their Means
Success from their fresh Credit they might pay their
Satisfy their Old Debts

Whether the Company can Lawfully
a Duty Laws
be made

(Signed) Sandy Ryan
Wm. Henry
John Dyson
John Dunnett

Tuesday 28 July 1778

Mr. Benson of Counsel
John Du Pan to the Petitioners

That Respondents with that by the
the Petitioners agent did on his behalf on the 2nd day of
on the year of Our Lord One thousand seven hundred
Adams or lend unto the said John Durnell and William

the Sum of Two thousand Pagodas for Ten Months to Pursuit Respondentia
on the Ship Dadally from the Port of Rangoon to the Port of Madras and
further that the said John Durnell and William Deaton did for the
Amount of the Sum Execute a Respondentia Bond or Writing Obligatory
as Mentioned by the said Petition And these Respondents Answer saith and
Saith that although the Petitioner lays Claim to the Premises herein
in behalf of these Respondents as having any Just and Reasonable Right thereto he hath
shewn no other Cause than that his Debt is for Money lent at Respondentia
These Respondents request that this Honorable Court will be pleased to
Consider on what this Asserted Just and Reasonable Right is founded as a Respondentia
Lender for the Loan of his Money on a Voyage receives a Premium or Recompence
to the Risque and length of that Voyage very often Pounds Money at Land
Interest therefore these Respondents humbly Conceive there can no Difference
Except with regard to the Debts that contracted for in any Case they are ob
Supposed to be borrowed for the same End of carrying on the Voyage
Bond for Respondentia Bonds for that purpose is Common at Bombay
and Bengall and Original Respondentia is not admitted but paid on board
the Loss or Departure of the Ship and Goods must have been brought
Paid for out of Same before received or Secured of the Payment and by Respon
in the London that their Money bought the Cargo &c and that they are thereby
entitled to a Preference be admitted any Person who sold Goods or whose
Money paid for Goods would by a parity of Reasoning have a preferable Right
to Respondentia Lenders whose Money perhaps was appropriated to the
Payment of common Debts If a More Credit be Acquired Monstrously
Expect said requires Security when such Security and requisite all just
Mortgages cannot be completed but
Mortgage whether by Bond Note Account or whatever Manner Executed
are paid or Secured And although there are no regulations Concerning
Bankrupts

Bankrupts contained in these Statutes regarding Bankrupts
in this Country they are founded on Equity and therefore
as Respondents as any other Creditors does in Justice they
should therefore be virtually equated her as many of the
like Nature in England that Respondents understand
Respondents Bond in Bombay it is against Custom and
Lately a Order have that Respondents have stood by over
on their Estate And that Respondents saith that of such
Sum of Rupees belong to a Respondents Bond Debt that as
is the Claim whereby the Ogilvy & Co are Mortgagee to the
they cannot receive and further as the Petitioner could
have made the himself of the Matters which would have
Claim superiority to other Creditors against the Bond that they
ought by Law to have to have such the Honorable Court that
by reference to the annexed Paper which that Respondents
admit as part of their Answer which that Respondents
Extracted from the Records of that Court and the Court
their opinion of such by Law could be referred for it to
that it could not And that Respondents saith that the
Debtor did from a conviction of the justice of their Debt
voluntarily with this Honorable Court not Respondents
Respondents without any thing any Demand on the
Creditor of their own or any Petitioner to the ground
affairs to induce this Honorable Court to Relief the
Respondents & then whereupon Judgment was
given for that Respondents suppose that this
this Honorable Court that to have legally with
Execution granted upon whatever effect of the

Stayed or Delayed by any Subsequent Application of other Creditors
who lent Money at Respondents at their own particular Request
and for an adjunct Premium And lastly that Respondents saith
with regard to what the Petitioner alleges of that Respondents having
Obtained a Warrant of Execution previous to the said Petitioner that
can argue nothing in favor of the said Petitioner nor why execution
should not devolve unto that Respondents according to the Order and
Rule of this Honorable Court as the Petitioner had an equal Right
to Apply for orders in this Case against the said John Bennett and
William Benton with any other the Creditors

Wherefore Matters and things that Respondents
Submit to the Judgment of this Honorable Court and humbly pray that the
Sheriff may be Directed to proceed in the Execution of the said Warrant
for and on behalf of that Respondents and that their said just Demand
on Account of which this Honorable Court was pleased to grant the said
Warrant may be adapted out of the Proceeds of the Estate & Effects
that proper and that the said Petitioner may be Directed with Expedition
Costs for such the Petitioner Application And Respondents also pray
such further and other general Relief in the Premises as to this Honble
Court shall seem meet

Henry Dil Pilly
Attorney for the Respondent

In the Mayors Court at Bengal Between the Company
to make by Law to the following effect Viz
By Law proposed relating to Respondents Bonds
Whereas it is represented that the Debtors in Bottomree
Bonds and to Respondents Bonds entered into by Englishmen
and Respondents Bonds but it is not by above that
the Respondents Bonds in the Court in these Matters to be
on a Promise made by the Lords of the Council therein mentioned therein to be
Respondents

Respondentia or Bottomree Bond or if they were ignorant
Signed the same thing —

Whereas Bottomree Bond and Respondentia
are quite Different

A Bottomree Bond is where a Lender
advances his Loan for a Repayment of it with a Profit Call
Return of a particular Ship

If the Ship is Lost or otherwise
rendered incapable of Performing her Voyage or not
arrive at the Port to which She is Destined or the
Goods and Effects which the Money lent on her should
be Shipped or Laden at all yet nothing can be recovered
but he should be no Loser at all yet nothing can be recovered
Bond in as much as the Ship Tackle and Returns to and
Bond is as much as the Ship Tackle and Returns to and
Bond Especially more Properly upon Condition only if
or arrived at their destined Port mentioned in such Bond

A Respondentia Bond
Money or Bags Goods and given for the Benefit of
borrowed as for the value of the Goods or Bags to be
arrival at the destined Port or if the Ship is lost in the Voyage
Notwithstanding such Ship is Lost or the hazard of
of such Goods or Effects of the Obligor as shall bear such
Average as the Goods were bear to the Goods Estate proper
Owner of the Goods and other Respondentia Lenders

And as the Lenders Lenders
Seamen or Sailors is for the most part with Money
Respondentia for them having Sufficient Estate
without such Assistance and as the Lenders all regard
to this kind of Security would tend greatly to Encourage
Trade that they propose that a By Law should be made

That all Respondentia Bonds for Money or Goods Lent on the
Last Voyage should be first paid out of the produce of the returns of that
Voyage preferable to all other Demands —

And Under what is Offered before the Gentlemen
in India Assign the following Reasons for the Making of such a By
Law Viz^t —

That as Goods made out of a Wrecked Ship immediately
become the property of the Respondentia Lenders they can not we have
a person that Lent his Money on former Voyages can Claim any Part of
that Salvage unless the Goods or said Produce more than will
Answer the Demands of those Persons who Either sold those very Goods
at Respondentia or Lent their Money to purchase them and they appre-
-end that a General good would result from such a By Law as many
unhappy persons would be find Relief and be thereby enabled to get
a Livelyhood whereas now they are Left to their Misfortune
without any hope of ever being Paid and that no inconvenience can
arise from the Establishment on the Contrary instead of being a Loss
to any former Creditor it would be a Benefit for if their Debtor
should by these Means get into any Lurch from their first Credit
they might in time be Enabled to Satisfy their Old Debt

2 Whether the Company can Lawfully make such a By
Law —

We are of Opinion that such a By Law
cannot be made

(Signed) Dudley Ryder
Wm. Murray
John Darnall
John Downing

April 20th 1756

Dr. Comm. Cavell Chilly Rect. Plaistow

Cr.

Contra Chilly in Account Current with Pagoda Catchick

1762		By Cash Received of Thomas Mowat			100	—
January	22	By Cash Received of Thomas Mowat			200	—
February	19	By Cash Received of Thomas Mowat				
June	16	By Sundry Goods as Bill Lading				
		10 Pieces Handkerchiefs 10 Cwt. Piece 100		50	—	
		Cash Charges		17	24	
		Do.		2	—	
	20	Do.		36	13	00
	20	Do. Sundry Goods as Bill Lading		57	21	00
	20	Do.				281 —
	20	Do.				
October	1762	By Ditto	@ 12 p Cent	77	11	00
		26 Pieces fine Chintz 52 Yard	22/8 per Piece	226	21	00
		200 Do. 52 Do.	18 per Do.	280	—	
		250 Do. 52 Do. Blue	22/8 per Do.	116	9	—
		100 Do. Do. Course	12 per Do.	242	—	
		270 Do. Do. Course	18 3/8	425	1	10
		100 Do. Lampasoe 2 Yard	22 1/2	211	22	50
		100 Do. Do. Blue	23 1/2	237	12	—
		100 Do. Do. Course	20 3/8	156	—	—
		40 Do. Do. Lampasoe	6 1/2	261	—	—
		20 Do. Do. fine	6 3/8			2324 29 20
						2865 29 20
Ditto		By Balance the Sell. Plaine @ 8 p Cent p Annum 2 Yrs 6 Mths				
		To Ditto from the 22 Jan. 1762		5	28	5
		To Ditto from the 2 Jan. 1762		10	9	—
		200 Do. Do.		10	28	5
		281 1 Piece White Do.		26	31	75
						1892 25 15
						920 10 36
Ditto		By Balance Due from Thos.				
						Pagodas 3172 25 51

Dr.

Cr.

							Pa	s c
1762	22	By Cash Thos.					100	— —
October	19	By Do.	Do.				135	— —
	19	By Do.	Do.				20	— —
	16	By Do.	Do.				200	— —
	20	By Do.	Do.				100	— —
							150	— —
							100	— —
							195	— —
	8	By Balance the Sell. Plaine	@ 8 p Cent p Annum					
	6	By Do. from the 22 Oct. 1762		25	23		21	31 32
				1	27			39 —
				1	12			7 12 —
				1	6	10		12 16 —
				1	6	16		22 — —
				1	6	22		22 8 25
								256 15 7

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Extract from the Minutes of a Court held at the Town Hall on Tuesday the 22 Day of October 1771

Present

John Holland Esquire Mayor

Thomas Powney — Reynold Pearse

Arthur Cuthbert — Charles Smith

Edward Stacey — and John M. Dixon

Aldermen

George Smith

1475

John Darnell and William Pinton

Petition of the Complainant Read

Answer of Thomas Burton Read

Answer of Thomas Pilling and John Lee Read

The Matters in Difference

Petitioner and the Respondents coming on to be heard

On Reading the Petition and the Respondents Answers

Pleadings and Proofs by the Attorneys on both sides and full

Consideration had thereon — It is Ordered that the

has no right to be paid his Demand as by the Petitioner

Corporation but that the Money at the Deposition of

the Petitioner who have Petitioned Court ground

It is therefore Ordered that the Petitioner

Filed 22 Octr 1771

To the Honorable the Mayor

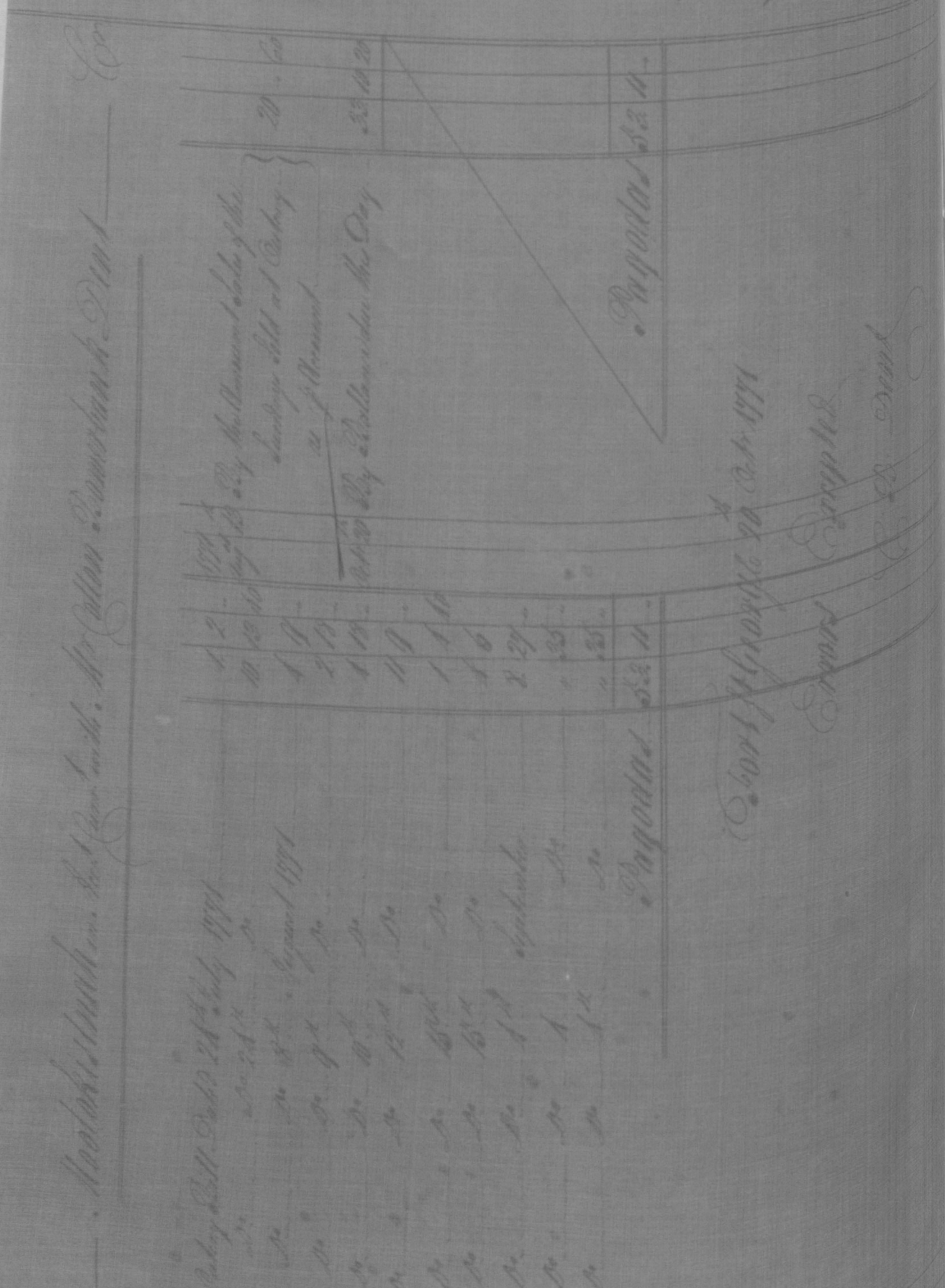
Court at Madras aforesaid

Humbly Complaining Sheweth unto this Honorable Court your Orator Cotton Pawnbank Dust of Fort Saint George Merchant that your Orator Cotton Pawnbank Stands Indebted unto your Orator in the Marketinbrah of Madras Pardon Stands Indebted unto your Orator in the full and just Sum of thirty three Pagodas Ten fanams and Seventy Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of thirteen Pounds and Six Shillings or thereabouts As will more fully and at large Appear by an Account hereunto Annexed for the Inspection of this Honorable Court And which your Orator Prays may be Admitted as part of this his Bill of Complaint And your Orator further Sheweth unto this Honorable Court that the said Marketinbrah hath frequently and in an Amicable manner Requested Payment from thereof but the said Marketinbrah of the said Sum of thirty three Pagodas Ten fanams and Seventy Cash Current Money of Madras aforesaid now Refuses so to do Wherefore and Contumaciously and Unjustly Refuses to pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator therefore Prays a Genral relief unto this Honorable Court shall appear agreeable to Equity and Good Conscience The Said Marketinbrah may upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the matters and things herein before set forth as fully truly and Effectually to all Intents and Purposes as if the same were here again repeated and Particularly Interrogated And that he may be Decreed to Pay unto Your Orator the aforesaid Sum of thirty three Pagodas Ten fanams and Seventy Cash with all such Interest as now is or shall hereafter become Due thereon as also all Cost of this Suit

May it Please this Honorable Court to Grant the said Marketinbrah to be Summoned and Required by the Sheriff of Fort Saint George Peon of Notoriousness and the Distrish thereof Personally to be and Appear before this Honorable Court

Decreed a Certain Summons & plaints be by this Honorable Court Peremptorily Summond & Strictly Charged to Answer this your Orator's Bill of Complaint further to stand & abide by such Order and Decree Summons as this Honorable Court shall Grant Mad —

John Sykes
Attorney for the Complainant


Pagodas 53 11
Pagodas 53 11
Pagodas 53 11

George Merchant that Swearingadam of Madras Dubash is
indebted unto your Orator in the full and just Sum of Four
Pagodas and Thirty four Fanams Current Money of Madras or
Sterling Money of Great Britain at the rate of Eight Shillings
Pagoda the Sum of Fifteen Pounds Eight Shillings and three
thereabouts As will more fully and at large Appear by an Account
annexed for the Inspection of this Honorable Court and unto your
Prays may be Admitted as part of this his Bill of Complaint tha
Orator further Sheweth unto this Honorable Court that he hath
and in an Amicable Manner requested Payment from the said
of the said Sum of Thirty Nine Pagodas and Thirty four Fa

But now so it is may it please the
Court the said Swearingadam Contriving and Wickedly intending
Comfort your Orator therein aforesaid Relief such as
Court shall appear Agreeable to Equity and good Conscience
Therefore that the said Swearingadam may upon his
true direct and Perfect Answer make to all and Singular the
things hereinbefore set forth and alledged fully truly and
to all Intents and purposes as if the same were hereupon
Particularly Interrogated and that he may be Decreed
Under the aforesaid Sum of Thirty Nine Pagodas and Fifty
with all such Interest as now is or shall become due
also all Costs of this Suit

May it Please this Honble

Cause the said Swearingadam to be Summoned and
of Fort Saint George Dubash of Madrapatam and the Parish
Personally to be and Appear before this Honorable Court
time and place to be by this Honorable Court prefixed

and further to Stand to and abide by such Order and Decree therein
as to this Honorable Court shall seem Meet

John Sykes
Attorney for the Complainant

Swearingadam Dr

1771 July	24	To 9 Gallons of Brandy Brought at Entery	@ 1 5 ₱ Gallon	D. 9 —
	29	To 1 Liborn Fish Massinor is 22 lbs 3 dis	@ 28 Fanams ₱ Ounce	19 11 —
		To 1 Jarr of Raisins		" 16 —
	30	To 1 Cask of Currants		" 24 —
August	19	To 2 Boxes of Candles		2 9 —
Septr	6	To 12 Short Drawers		2 13 16
		To 3 Shirts		" 35 —
	4	To 1 Kettle and 2 Leather Caps		2 4 16
	7	To 1 Gold Laid Cloaths		1 22 16
		To 1 Snuff Box		1 22 16
		To 1 Pair of Shoe Buckles		
			Pagodas 39 34 —	

For St George
22 October 1771

Ernst Escuyde
C. W. Dunt

290

Mayors Court at Madras Saturday

Tuesday the 5 day Dec[r] Anno Domini 1771

Present

Mr Thomas Pawney Senior Alderman

Arthur Cuthbert — Edward Monery

Francis Fourdan — George Smith

John Mc Pherson — and Peter Sullivan

Aldermen

Between Colin Campbell of Fort Saint George Merchant and Inhabitant of Madras Plaintiff

and

Ethelbert Smith of Madras Inhabitant Defendant

The Defendant being in Court and acknowledging the Debt of the Complainants Demand, This Court doth therefore Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Pagodas 47 31 1/4 Pagodas and Forty four fanams with such Interest as now is or shall hereafter become due thereon to the full Payment is made also all Costs of this Suit

By Court

Entd 20 Sept 1771

To the Honorable the Mayors Court at Madras

Humbly Shewing

That Chinna Goorawpah Ramadoo of Broadfoot Madras Merchant standeth Indebted unto your Orator in the full and just Sum of One hundred and forty seven Pagodas Eleven fanams and Ten Cash Current Money of Madras Walking in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fifty Eight Pounds Eighteen Shillings and Ten Pence as thereabouts as will more fully and at large Appear by a Transcript of an Agreement an Account and Transfer thereof hereunto Annexed for the Inspection of this Honorable Court and which your Orator Prays may be Admitted as part of this his Bill of Complaint and your Orator further Sheweth unto this Honorable Court that he hath frequently and in most Amicable Manner Requested Payment from the said Chinna Goorawpah Ramadoo of the said Sum of One hundred and forty seven Pagodas Eleven fanams and Ten Cash

But now so it is May it Please this Honorable Court the said Chinna Goorawpah Ramadoo 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 Honorable Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Chinna Goorawpah Ramadoo may upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged fully truly and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of One hundred and forty seven Pagodas Eleven fanams and Ten Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the Said to be Summoned and Appeared

Required by the Sheriff of Fort Saint George Greeting
and the District thereof Personally to be and Appear before this
Court at a Certain time and Place to be by this Honorable Court
and appointed then and there to Answer the your Orator's
Complainant and further to Stand thereto abide by and
Perform thereto as to this Honorable Court shall Seem Meet

30 September 1795

John Sykes
Attorney for the Complt

Sworn to in the Court

Agreement and the Complainant
having Sworn to the Justness of his Debt
and that he believes the Defendant is about
to Depart from the Jurisdiction of this Court
Attachment returnable Immediately and
Warrant of Arrest Issue

John Holland
Mayor

November 1795

the other half Sum to Deliver to you within the Twenty Seventh of February
and by no my Agreement And till Deliver these Goods to you Sum not to Sell
with any other People Sum to Deal with any other People Sum to buy
you Sho. Madras Price for the aforementioned Goods And in Case I have
Occasion for any Money for the Expences of the said Ribero you are to
give and Sum to give me more Goods for that Money If you have any
Goods to Signe and give this Agreement & Likewise Sum Indebted to
Comara Tumanah the Ballance of Six Candies which Amount
Sum to Deliver to the said Captain Calvert According to the Date
aforesaid

Witness

Bank of Nambulawy Chanoyah
Do Pendah Chingamah
Witness Paume Vranivasamah
Witness this Agreement

P. Bank of Goorvapah Ramiah

I Sum Town Mark as near as can be from the Original
in the Gentoo Language by Comarapah Sworn Interpreter

John Sykes
Attorney for the Complainant

Know all Men by these Presents That We Joseph Lovejoy
Farmer and Joseph Lovejoy of Ross in Herefordshire Yeoman
in the County of Hereford and Thomas Smith of the same place Innholder
do hereby jointly and severally Covenant Promise and Agree to and with
the said Thomas Smith his Executors Administrators and Assigns
in manner following that is to say That We the said Joseph Lovejoy
Farmer and Joseph Lovejoy Yeoman or one of us shall and will
well and truly pay or cause to be paid unto the said Thomas Smith
his Executors Administrators or Assigns the full and just Sum of
Two Hundred and Fifty Pounds of lawful money of Great Britain
on the Twenty fifth day of March which will be in the Year of
our Lord One Thousand Eight Hundred and Thirty Two without
any Fraud Deceit or Delay And also shall and will pay unto the
said Thomas Smith his Executors Administrators or Assigns
Interest for the same after the rate of Five Pounds per Centum
per Annum from the Twenty fifth day of March last past
until the Payment thereof And also shall and will pay unto the
said Thomas Smith his Executors Administrators or Assigns
the Sum of Ten Pounds of like lawful money on the Twenty fifth
day of March which will be in the Year of our Lord One Thousand
Eight Hundred and Thirty Three And also shall and will pay unto
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Eight Hundred and Eighty Nine And also shall and will pay unto
the said Thomas Smith his Executors Administrators or Assigns
the Sum of Ten Pounds of like lawful money on the Twenty fifth
day of March which will be in the Year of our Lord One Thousand
Eight Hundred and Ninety And also shall and will pay unto
the said Thomas Smith his Executors Administrators or Assigns
the Sum of Ten Pounds of like lawful money on the Twenty fifth
day of March which will be in the Year of our Lord One Thousand
Eight Hundred and Ninety One And also shall and will pay unto
the said Thomas Smith his Executors Administrators or Assigns
the Sum of Ten Pounds of like lawful money on the Twenty fifth
day of March which will be in the Year of our Lord One Thousand
Eight Hundred and Ninety Two And also shall and will pay unto
the said Thomas Smith his Executors Administrators or Assigns
the Sum of Ten Pounds of like lawful money on the Twenty fifth
day of March which will be in the Year of our Lord One Thousand
Eight Hundred and Ninety Three And also shall and will pay unto
the said Thomas Smith his Executors Administrators or Assigns
the Sum of Ten Pounds of like lawful money on the Twenty fifth
day of March which will be in the Year of our Lord One Thousand
Eight Hundred and Ninety Four And also shall and will pay unto
the said Thomas Smith his Executors Administrators or Assigns
the Sum of Ten Pounds of like lawful money on the Twenty fifth
day of March which will be in the Year of our Lord One Thousand
Eight Hundred and Ninety Five And also shall and will pay unto
the said Thomas Smith his Executors Administrators or Assigns
the Sum of Ten Pounds of like lawful money on the Twenty fifth
day of March which will be in the Year of our Lord One Thousand
Eight Hundred and Ninety Six And also shall and will pay unto
the said Thomas Smith his Executors Administrators or Assigns
the Sum of Ten Pounds of like lawful money on the Twenty fifth
day of March which will be in the Year of our Lord One Thousand
Eight Hundred and Ninety Seven And also shall and will pay unto
the said Thomas Smith his Executors Administrators or Assigns
the Sum of Ten Pounds of like lawful money on the Twenty fifth
day of March which will be in the Year of our Lord One Thousand
Eight Hundred and Ninety Eight And also shall and will pay unto
the said Thomas Smith his Executors Administrators or Assigns
the Sum of Ten Pounds of like lawful money on the Twenty fifth
day of March which will be in the Year of our Lord One Thousand
Eight Hundred and Ninety Nine And also shall and will pay unto
the said Thomas Smith his Executors Administrators or Assigns
the Sum of Ten Pounds of like lawful money on the Twenty fifth
day of March which will be in the Year of our Lord One Thousand
Eight Hundred and Nine

Mayor Court

Madrasputtam

Present

Mr Thomas Pomney Senior Alderman

Arthur Cuthbert — Edward Harvey

Edward Sandon — George Smith

John Mc Swan — & John Sullivan

Aldermen

Benjamin Robinson Attorney

Inhabitant Freeholder and

Merchant

Plaintiff by the Power of this Court to him

hath been Issued in the Usual Form to answer the

Bill but wilfully and Obstinately refusing and

hitherto Stands yet to Order and Answer the

Damages that the Defendant shall pay unto the Plaintiff

the just Sum of One Hundred and Forty four Pagodas

one Star Pagoda 144 P. 11 Together with

Interest as we shall hereafter Award Costs

is ready also all Costs of this Suit

£ 57 12 0

Dated 25 Sept 1794

To Mr [illegible]

Merchant

Inhabitant Freeholder and

Alderman

Madrasputtam

Mayors Court

Plaintiff

Defendant

Bill

Filed 25th Sept 1794

Entered

Mr Thomas Pomney Senior Alderman

Arthur Cuthbert — Edward Harvey

Edward Sandon — George Smith

John Mc Swan — & John Sullivan

Aldermen

Benjamin Robinson Attorney

Inhabitant Freeholder and

Merchant

Plaintiff by the Power of this Court to him

hath been Issued in the Usual Form to answer the

Bill but wilfully and Obstinately refusing and

hitherto Stands yet to Order and Answer the

Damages that the Defendant shall pay unto the Plaintiff

the just Sum of One Hundred and Forty four Pagodas

one Star Pagoda 144 P. 11 Together with

Interest as we shall hereafter Award Costs

is ready also all Costs of this Suit

£ 57 12 0

Dated 25 Sept 1794

To Mr [illegible]

Merchant

Inhabitant Freeholder and

Alderman

Madrasputtam

Mayors Court

Plaintiff

Defendant

Bill

Filed 25th Sept 1794

Entered

[illegible]

[illegible]

[illegible]

Sentence time and Place to be by this Honorable Court
Agreed & Mem. that Mr. Lee to have Costs
and further to Stand to and abide by such Order and Decree
this Honorable Court shall Limit & Mark

John Lyde
Attorney for the Complt

30 September 1773

Sworn in open Court the Day of
Agreement with the Complainant that any
Issue to the Jurors of the Pltf. and that he believes
the Defendant is about to Depart from the Jurisdiction
of this Court Able to Answer more Immediately and
Personally & Arrest & Save

John Rutherfurd
Mayor

November 1773

Memo. That Thomas Shewbrooke Esqr
Agreement to Captain Colonel Paul Low Sheriff of
the City & County of Richmond and his Assistant paying all
the Costs Charges & Expences which Sheriff Low
may be put to in Delivering to Captain Colonel
Paul Low Sheriff of Richmond which Sheriff Low
will Deliver to Captain Colonel Thomas Hunt Esqr Sheriff
of Middlesex and Captain Colonel Thomas Hunt Esqr Sheriff
of Middlesex

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Know All Men by these Presents that We Lampah Rangapah and Nimpah of Madras Inhabitants for a Valuable Consideration to Us in hand paid or given by Abraham Smith of the same place Inhabitant the Receipt whereof We the said Lampah Rangapah and Nimpah do hereby acknowledge and therefrom and of every part thereof do Clear Exonerate and Discharge the said Abraham Smith his Heirs Executors and Administrators by these Presents Have Granted Bargained Sold Aliened Enfeoffed Released and Confirmed and by these Presents do Grant Bargain Sell Alien Enfeoff Release and Confirm unto the said Abraham Smith his Heirs and Assigns All that Piece or Parcel of Ground situate lying and being at Madras aforesaid Containing in Length from East to West Two Hundred and Twenty Feet and in Breadth from North to South One Hundred and Twenty Feet be the same more or less and bounded on the East by Ground belonging to the Heirs of the late Mr. Thomas Pitt on the West by Ground belonging to the Heirs of the late Mr. Thomas Pitt on the North by Ground belonging to the Heirs of the late Mr. Thomas Pitt and on the South by Ground belonging to the Heirs of the late Mr. Thomas Pitt Together with all Houses Buildings Trees Ways Waters Watercourses Profits Commodities Emoluments Hereditaments and Appurtenances whatsoever to the said Piece or Parcel of Ground belonging or in any wise appertaining And the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof and all the Estate Right Title Interest Property Claim and Demand whatsoever of Them the said Lampah Rangapah and Nimpah of in and to the same and every part thereof To Have and To Hold the said Piece or Parcel of Ground Hereditaments and Premises hereby Granted or Mentioned or Intended so to be with their and every of their Appurtenances unto the said Abraham Smith his Heirs Executors Administrators and Assigns to and for the only proper Use and Behoof for ever And We the said Lampah Rangapah and Nimpah for Us Our Heirs Executors and Administrators and Assigns to and with the said Abraham Smith his Heirs Executors Administrators and Assigns by these Presents do Covenant Grant and Agree in manner following (that is to say) That Notwithstanding any Act Deed Matter or Thing whatsoever by Us or any of Us or by any Person or Persons whomsoever lawfully claiming or to claim by from or under Us or any of Us or by Our Consent Means Procurement or Privity done committed or Executed or knowingly or willingly Suffered to be done committed or Executed the said Piece or Parcel of Ground Hereditaments and Premises hereby Granted or Mentioned or Intended so to be are now free and Clear and Freely and Clearly Acquitted Exonerated and Discharged or otherwise by Us Our Heirs Executors Administrators or Assigns well and sufficiently saved Defended Kept Harmless and Indemnified of from and against all and all manner of Estates Rights Titles Charges Troubles and Incumbrances whatsoever Lastly We the said Lampah Rangapah and Nimpah for Us Our Heirs Executors and Administrators and Assigns do hereby Covenant Grant and Agree to and with the said Abraham Smith his Heirs Executors Administrators and Assigns by these Presents that We the said Lampah Rangapah and Nimpah Our Heirs Executors Administrators and Assigns shall and will from time to time and at all times hereafter upon the Request and at the Costs and Charges in the Law of the said Abraham Smith his Heirs Executors Administrators or Assigns make do and Execute or cause or procure to be made done and Executed all and every such further and other reasonable Act and Acts Deed and Deeds Matter and Things Assurance and Assurances in the Law whatsoever for the better more perfectly and absolutely Granting Conveying and Assuring the said Piece or Parcel of Ground Hereditaments and Premises hereby Granted or Mentioned or Intended so to be unto the said Abraham Smith his Heirs and Assigns as by the Counsel Learned in the Law of the said Abraham Smith his Heirs Executors Administrators or Assigns shall be reasonably Devised Advised or Required So that no such further or other Assurance or Assurances contain any Warranty or Covenant other than against Us Our Heirs Executors Administrators and Assigns only and against all and every Person and Persons claiming or to claim by from or under Us or any of Us And that We the said Lampah Rangapah and Nimpah Our Heirs Executors Administrators and Assigns shall and will from time to time and at all times hereafter upon the Request and at the Costs and Charges in the Law of the said Abraham Smith his Heirs Executors Administrators or Assigns produce or cause to be produced unto the said Abraham Smith his Heirs Executors Administrators or Assigns or to his or their Counsel Learned in the Law all and every such Deed and Deeds Writing and Writings Evidence and Evidences touching or concerning the Title of the said Piece or Parcel of Ground Hereditaments and Premises hereby Granted or Mentioned or Intended so to be as shall be in the Custody Power or Possession of Us Our Heirs Executors Administrators or Assigns or any of Us or any Person or Persons whomsoever lawfully claiming or to claim by from or under Us or any of Us And We the said Lampah Rangapah and Nimpah for Us Our Heirs Executors

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Honorable Court your Orator [illegible] Smith of Nassau Inhabitant
Island Lanyard Journeyman at Present at Nassau Aforesaid Merchant
That Lanyard Journeyman as the Just and Just Sum of One Hundred
Pounds Lawful Money of Great Britain or the Value thereof in Gold
and Thirty Eight Pagodas Thirty two Pannams and Thirty five Cash Current
Money of Nassau making in Sterling Money of Great Britain at the
Rate of Eight Shillings for every Pagoda the Sum of Fifty five Pounds Ten
Shillings and five Pence or thereabouts to Account and Transfer Money Aforesaid
by a Promissory Note or Agreement or Warrant and Receipt Money Aforesaid
Intended for the Inspection of this Honorable Court and which your Orator
prays may be Annexed as part of this his Bill of Complaint and your
Orator further Sheweth unto this Honorable Court That he Orator
frequently and at an Annual manner requested payment from the
said Lanyard Journeyman of the said Sum of One Hundred and Thirty
Eight Pagodas Thirty two Pannams and Thirty five Cash

But now so it is Many it May please this Honorable
Court the said Lanyard Journeyman well and wilfully Refuseth
to pay the same or to give your Orator any manner of Satisfaction for the
the Premises your Orator therefore prays a Speedy Relief may be to this
Honorable Court shall appear agreeable to Equity and good Conscience to
this End Purpose that the said Lanyard Journeyman may upon his Corporal
Oath full true Direct and Perfect answer make to all and Singular the
matters and things herein Set forth and Alleged as fully Fully and Effectually
to all Intents and Purposes as if the same were here again repeated and
Particularly Interrogated That he may be Decreed to pay unto your
Orator the Aforesaid Sum of One Hundred and Thirty Eight Pagodas Thirty
two Pannams and Thirty five Cash with Interest as soon as he shall
hereafter become Due thereon also all Costs of this Suit

May it Please this Honorable Court to Cause
the said Lanyard Journeyman to be Summoned and required by the Writ
of Subpoena Issued out of Chancery and the Bailiff of
Port Howard Grand Turk Superintendant and Deputy Register
personally to be and appear before this Honorable Court at a certain
Day and Time to be therein Limited then and there to

Marsden Fields
1. March 1769

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Thirdly that the Complainant sent for these Defendants and delivered
unto them the Major part of the said Printed goods and Desired them to get
them Washed and Schumbled, which these Defendants got Done and
Delivered them to him. And some time in the Month of May which
was in the Year of our Lord, One thousand Seven hundred and Sixty
three the Complainant sent for these Defendants again and told them
to take away some goods which He said He did not want to which
these Defendants answered as they were only Brokers and the goods were
provided by his Order & direction they could not as they had only their com-
mission and the Interest of their money for their trouble, their refusal
induced the Complainant to apply to Mr Debonaire who was then
Mayr who sent for these Defendants and asked them their Reasons for
not taking back the goods the Complainant did not want & they
answered him they were only Brokers and the goods were provided
by the Complainants Order and Direction & they would not take any
of them again as they had paid the Manufacturers and Painters for them
besides the Complainant had kept the goods upwards of three
months in his House which they could prove by the Account &
Invoice the goods they had brought with them aforesaid. Mr Debonaire told
the Complainant they had brought with them aforesaid. Mr Debonaire told
them he was sorry as it appeared clearly to him they were only Brokers and he
could not speak to the Complainant concerning it And on August following
the Complainant sent for these Defendants and desired them to carry much there
their answer to Mr Lowes of the goods he did not want as he the he did not
know what to do with them and it would much Oblige them the Complain-
ant importunity induced these Defendants to take some of them and
(which they have sold) and given the Complainant Credit for and Debited
him for what money they have paid him on Account of the same as will
appear by their Account Current. These Defendants further say that
they Conceive with the Subscription thereto is not justified as the Printed
goods not being Delivered to the Complainant at the time limited nor
according to the said Order nor are the Interest the Damages as they
say by the Complainants Bill. All which matters and
things these Defendants are ready to aver maintain and prove as this
Honorable Court shall Direct and humbly pray to be hence Dismissed
with their Reasonable Costs and Charges in the behalf most wrong-
fully sustained

William Cannicle
Attorney for the Complainant

appointed Attorney to Receive the Rent
and profits to Arise to Become due
to the Complainant Scott &c

8th September 1774

Sworn before the Day of
Signed Sealed & Delivered
being first duly Stamped
Pursuant to the Act
Scott &c that he Believes the Agreement
Scott &c Signed from the Consideration
Thereof Set forth in the Bill
Immediately and Bona fide to Scott &c

Sworn

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People Sent to pay you the Madras Price for the above mentioned Goods &
never Shall Occasion for any Money for the Payment of the said Prices
you are to give and Sent to give you more Goods for that money If you
have any Goods of your Own Sent to Sell you have Leave to Buy
them Goods as Agreed and give the Agreement

Witness

his Mark of Vombelavoy Chenayah
his Do of Pindah Chingamah
Witness Present Ramasawmah
Drawer this Agreement

his Mark of Goovaapah

I Doth Translate as near as can be from the Original
John Sykes
Attorney for the Complainant

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Know all Men by these Presents that We Tampa Rangapah &
Rangapah Madras Inhabitants for & Valuable Consideration to Us in Hand paid
by A. Nolphus Smith of the same Place Inhabitant at or before the
ensealing & delivery of these Presents the Receipt whereof We do hereby
acknowledge & therefrom & every part thereof do Clearly Acquit Exonerate
& Discharge the said A. Nolphus Smith his Heirs Executors & Administrators
by these Presents Have Granted Bargained Sold Aliened Enfeoffed Released
& Confirmed & by these Presents Do Grant Bargain Sell Alien Enfeoff Release
& Confirm unto the said A. Nolphus Smith his Heirs & Assigns All that
Piece or Parcel of Ground Situate Lying & being at Madras aforesaid
Containing in Length from East to West Two hundred & Sixty Feet
& in Breadth from North to South One hundred & Sixty Feet Bounded
on the East by Ground belonging to the Heirs of the late Mr. Adams
deceased on the West by Ground belonging to the Heirs of the late
Mr. Hall deceased on the North by Ground belonging to the Heirs of
the late Mr. Hall deceased & on the South by Ground belonging to
the Heirs of the late Mr. Adams deceased Together with all Houses
Buildings Trees Ways Waters Watercourses Profits Commodities
Emoluments Hereditaments & Appurtenances whatsoever to the said
Piece or Parcel of Ground belonging or in any wise appertaining
& the Reversion & Reversions Remainder & Remainders Rents Issues
& Profits thereof & all the Estate Right Title Interest Property
Claim & Demand whatsoever of them the said Tampa Rangapah &
Rangapah Madras Inhabitants of in & to the same & every part
thereof To Have & To Hold the said Piece or Parcel of Ground
Hereditaments & Premises hereby Granted or Mentioned or Intended
so to be with their & every of their Appurtenances unto the said
A. Nolphus Smith his Heirs & Assigns To the Only Proper Use &
Behoof of the said A. Nolphus Smith his Heirs & Assigns for ever
And the said Tampa Rangapah & Rangapah for themselves their
Heirs Executors & Administrators do Covenant Promise & Agree to
& with the said A. Nolphus Smith his Heirs & Assigns by these
Presents in manner following that is to say That they the said
Tampa Rangapah & Rangapah or their Heirs or some of them
shall & will from time to time & at all times hereafter at the
Request Cost & Charges in the Law of the said A. Nolphus Smith
his Heirs or Assigns make do & execute or cause & procure to be
made done & executed all & every such further & other lawful &
reasonable Act & Acts Deed & Deeds Things & Devices in the Law
whatsoever for the further better & more perfect Granting & Assuring
the said Piece or Parcel of Ground Hereditaments & Premises hereby
Granted or Mentioned or Intended so to be with their & every of their
Appurtenances unto the said A. Nolphus Smith his Heirs & Assigns
as by the said A. Nolphus Smith his Heirs or Assigns or his or their
Counsel in the Law shall be reasonably Devised Advised or Required
so as such further Assurance contain in it no other Warranty Covenant
or Condition than those contained in these Presents And the said
Tampa Rangapah & Rangapah for themselves their Heirs Executors
& Administrators do Covenant Promise & Agree to & with the said
A. Nolphus Smith his Heirs & Assigns by these Presents that they
the said Tampa Rangapah & Rangapah or their Heirs or some of them
shall & will from time to time & at all times hereafter at the Request
Cost & Charges in the Law of the said A. Nolphus Smith his Heirs
or Assigns make do & execute or cause & procure to be made done
& executed all & every such further & other lawful & reasonable Act
& Acts Deed & Deeds Things & Devices in the Law whatsoever for
the further better & more perfect Granting & Assuring the said Piece
or Parcel of Ground Hereditaments & Premises hereby Granted or
Mentioned or Intended so to be with their & every of their Appurtenances
unto the said A. Nolphus Smith his Heirs & Assigns as by the said
A. Nolphus Smith his Heirs or Assigns or his or their Counsel in the
Law shall be reasonably Devised Advised or Required so as such
further Assurance contain in it no other Warranty Covenant or

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Mayors Court at
Madras-pattanam

Tuesday the 5th of March
Anno Domini 1754

Present

(L.S.)

Mr Thomas Pearkes Senior Alderman
Nathan Cuthbert — Edward Monye
Francis Fordyce — George Smith
John McPherson — and John Sullivan
Aldermen

Between Ramalah Condayah Merchant of Madras-pattanam Inhabitant thereof Complainant

and

Gowrapah and Ramalah Condayah at Present at Madras-pattanam Merchant Defendant

It Appearing by the Books of the Court that this Cause stands entered with the usual Rule to answer the Complaint and Defendants having duly been served with the said Rule to answer the Complaint and Defendants having duly been served with the said Rule to answer the Complaint and Defendants having duly been served with the said

be Summoned and appointed by the Sheriff of Scarborough
of Madrapatnam and the Defendt thereof personally appear
before this Hble Court a la Cautam Anno and Plea Rejoinder
Court prefixed and Appointed then and there to Answer the
Bill of Complaint And further to stand to and abide by and
and Answer thereto as the Honorable Court shall Award

30th September 1791

John Taylor
Attorney for the Complt

Sworn Anno on the Day of

Rejoinder and the Complainant having
Sworn to the Contents of his Bill and that the
believes the Defendant are about to Depart from the
Jurisdiction of this Court Let a Summons Issue
Immediately and Warrant of Arrest Issue

John Holland
Mayor

December 16 1791

of January We do and Deliver on the same Condition according to
Agreement to Captain Calvert

Witness

The Mark of Pambulavoy Chacamayah
Do of Pindah Changamah
& their Presence Unamenavah
Drawer this Agreement

The Mark of Coonoyah
Do Poramalah
Condayah

| | | |

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Mayor's Court at Madraspatnam

Tuesday the 5th day of March Anno Domini 1771

Present

Mr Thomas Pomney Senior Alderman
Arthur Cuthbert — Edward Monckey
Francis Fourdain — George Smith
John Mc Pherson — and John Sullivan Esqrs

Between Ramsoy Pentiah Inhabitant Complainant and Jamoo Comaragah and Lemala Cottygah at Madras Defendant

It Appearing by the Books of this Court that the Complainant hath been Sworn with the Usual Rule to Answer the Contents but wilfully and Obstinately refusing so to do This Court doth think fit to Order and Decree and this Court doth Order and Decree that the Defendant shall pay unto the Complainant Eighty Eight Pagodas Ninety Seven Fanams and Sixty Cash being the Balance of Account Sued for with Interest thereon after the Rate of Twelve per Cent per Annum from the Date of the Bill of Complaint amounting to Pagodas 103: 20 Cash together with such further Interest as shall become Due thereon Until Payment thereof and also all Costs of this Suit

John

Filed 30th Sept 1770

To the Honorable the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court your Orator Ramsoy Pentiah Inhabitant of Madras Merchant Aged about Forty Years that your Orator on the 15th day of August 1770 Sold and Delivered unto Jamoo Comaragah Inhabitant and Merchant of Madras aforesaid Goods and Merchandizes to the Amount of Pagodas Eighty Eight Fanams Ninety Seven and Sixty Cash Current Money of Madras making in Sterling Money Eighty Pounds Sixteen Shillings and Eight Pence for every Pagoda of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fifty Pounds Fourteen Shillings and four Pence Hereinafter will more fully and at large Appear by a Translate of an Obligation or Agreement on Account and Transfer thereof hereunto Annexed for the Inspection of this Honorable Court and which your Orator Prays may be Admitted as part of this his Bill of Complaint And your Orator further Sheweth unto this Honorable Court that he hath frequently Demanded Payment from the said Jamoo Comaragah of the said Sum of Pagodas Eighty Eight Fanams Ninety Seven and Sixty Cash

But so it is May it Please this Honorable Court the said Jamoo Comaragah Obstinately and Wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore Prays a General Relief unto the Premises your Orator therefore Prays a General Relief unto the Premises your Orator may be Decreed to pay unto your Orator the aforesaid Sum of Pagodas Eighty Eight Fanams Ninety Seven and Sixty Cash with all such Interest thereon after the Rate of Twelve per Cent per Annum from the Date of the Bill of Complaint amounting to Pagodas 103: 20 Cash together with such further Interest as shall become Due thereon Until Payment thereof and also all Costs of this Suit

May it Please this Honorable Court to Grant the said Jamoo Comaragah to be Summoned and Required by the Sheriff of Fort Saint George Peon of Madraspatnam and his Deputy or Deputies to be and appear before this Honorable Court at a Certain

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is perfect true and Plain to be by this Honorable Court Ordered
Signed then and there to Answer this your Petitioner bill
and further to Abide by such Order and Decree
as this Honorable Court Shall Inform Think

30 September 1771

John Lyttle
Attorney for the Petr

Sworn in the Days of
Aforesaid and the Complainant
having Leave by the Lastings of this Debt and that
believes the Defendant is about to Depart from the
Jurisdiction of this Court Let a Summons Returnable
Immediately with Warrant of Arrest Issue

John Holland
Mayor

November 1st 1771

Know all Men by these Presents that I Thomas Trenchard Esquire Master
Captain Robert Hall Late Lieutenant of his Majesty's Ship the Rose
about the Tonnage of one hundred and forty four Tons Mounted with
to Deliver to Captain Robert Hall or his Agent at the Island of
Shoals Isles of Shoals Rich and Company Goods and Merchandizes
which are Just Landed pay all the Charges and Wages
to your Employment the Sole Benefit of the
Now to Deliver to you within the Twenty Seventh of February and to bring
Agreement. And till I deliver these Goods to you I am not to Deal with
any other People but in Case I do deal with any other People I am to
pay you the Madras Price for the abovementioned Goods. And in Case
I have Occasion for any Money for the Expence of the said Vessel you
are to give and I am to give you more Goods for that money. If you have
any Goods of your own I am to let you have Goods for them to Carry them
Goods to Engage and give this Agreement

Witness

Mark of Veerabutavey Chavayah
Do Pradah Chingamah
In their Presence Manoowanah
Drawn the Agreement

Thomas Trenchard

Done as near as can be from the
Original in the Gentoo Language by Comraypah Court Interpreter

John Lyttle
Attorney for the Complainant

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9 Mark of Tirumalayah

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Know all Men by these Presents that I We Tanapah
Rangapah and Ninapah of Madras Inhabitants for & Valuable Consideration
to Me in hand paid or given by Nelsphus Smith of the same Place Inhabitant
at or before the making of these Presents do hereby Assign Transfer and Set
over unto the said Nelsphus Smith the Agreement bearing Date the
Nineteenth day of November One thousand Seven Hundred and Sixty Seven
of which the aforegoing is a Translate, also the Sum of One hundred and
Twenty Six Pagodas Thirty One Fanams and Sixty Cash being the
Ballance of the Account Current herewith Annexed together with such
Interest as now is or may hereafter become Due thereon And all our and
every and each of our right Title Interest Claim and Demand whatsoever
of in and to the same and every part thereof To Hold the same unto the
said Nelsphus Smith his Heirs Executors Administrators and Assigns
Our Proper Use and behoof for ever And We
hereby give and grant unto the said Nelsphus Smith full Power &
Authority to Sue for receive and give Receipts or Discharges for
the same and every or any part thereof. And We Tanapah
Rangapah and Ninapah do further Covenant and Agree to and
with the said Nelsphus Smith that Should Sum of One hundred
and Twenty Six Pagodas Thirty One Fanams and Sixty Cash and Interest
as Justly due and Owing to Us from the said Persons Tanapah &
that We have not Received nor will Receive the same or any part
thereof. In Witness whereof We have hereunto Set Our Hands
in Madras the Eighteenth Day of September One thousand Seven
hundred and Seventy One

Signed in the Presence of

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Mayor's Court at Madraspatnam } Tuesday the 2d Day of June } Anno Domini 1795

Present

(1st) Mr Thomas Parry Senior Alderman
Arthur Cuthbert — Edward Monny
Francis Gordon — George Smith
John McPherson — and John Sullivan
Aldermen

Between Adolphus Smith Inhabitant of Madras Plaintiff
and
Samuel Sullivan Defendant

It appearing by the Rule of this Court that the Defendant should this day Answer the Complaint of the Plaintiff but neither he nor any one for him having appeared to Answer the same although Solemnly Called thereto It is Ordered and Decreed that the Plaintiff do recover against the Defendant the Sum of One Hundred and Twenty Six Pagodas & 12 Cash together with Interest thereon at the rate of Twelve per Cent per Annum from the 1st day of May 1795 when the Bond was due and payable to the Plaintiff and also all Costs of this Suit

By Court

To the Honble Mr. Mayor

Filed 20th Sept 1795

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To the Honble the Mayor Inhabitant That

Humbly Complaining Sheweth unto your Worship Adolphus Smith of Madras

Merchant That Samuel Sullivan also of Madras Merchant stands

Indebted unto your Orator in the Just and just Sum of One Hundred Pagodas

Eighteen Fanams and Thirty Cash Current Money of Madras making

in Sterling Money of Great Britain at the rate of Eight Shillings

for every Pagoda the Sum of Forty Pounds Two Shillings and Ten

Pence as thereabouts As will more fully and at large appear by a Particular

of an Account and Promise thereof hereunto Annexed for

the Inspection of this Honorable Court and which your Orator prays

may be admitted as part of this his Bill of Complaint And your Orator

further Sheweth unto your Worship That he hath frequently by

an Amicable Manner Requested Payment from the said Samuel

Sullivan of the said Sum of One Hundred Pagodas Eighteen Fanams

and Thirty Cash

Yet now so It May it please this Honble

Court the said Samuel Sullivan Contumaciously and Deceitfully

refuses to pay the same to your your Orator any Manner of Satisfaction

touching the Premises your Orator therefore prays a General writ of

such as to this Honble Court shall appear Agreable to Equity

and for Conscience To the End therefore that the said Samuel Sullivan

may upon his Corporal Oath full true Direct and perfect Answer make to all

and Singular the matters and things herein before Mentioned 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 to Decree to pay

unto your Orator the aforesaid Sum of One Hundred Pagodas Eighteen Fanams

and Thirty Cash with Interest thereon as is or shall be found to be due

and Costs of this Suit

Mayor at Court the Honorable Court to

Cause the said Samuel Sullivan to be Summoned Personally by the

Sheriff of Fort St George Deputy Sheriff or Peon of the Bailiwick

thereof

(372)

Sheriff Personally to be and appear before this Honorable Court at the time and place to be by this Honorable Court prefixed and appointed to Answer to Answer this your Exhibit Bill of Complaint and to Abide to stand to and abide by such Order and Decree therein as to this Court shall seem Meet

20 Sept 1771

John Taylor
Attorney for the Complainant

Sworn in Court in the Days of Argument
and the Complainant having Leave to the Contents
of this Bill and that the Defendant is about to
Depart from the Jurisdiction of this Court Let a Summons
Returnable Immediately and Warrant of Arrest Issue

John Hollond
Mayor

November 19 1769

Jonadan Villavarden Byapoo Agent
Captain Colvill that I am entitled to Ask Mannon and Co
about the Recovery and to Convert payable Sicca Pa
Fifty Candies of Rice and which Late Mannon Goods and
Demand me to Deliver to Capt Colvill or Agent and Pay
Captain Colvill Charges Cost Risks Risk and Commission
of this your Order which Done I am to pay all the Duty
and Weight and Delivery to you at Pongapatnam the Rice
One half of the said Order I am to Deliver to you within the
Month of January Next Ensuing and Receive Back my
Bond and the other half I am to Deliver to you within the
Month of February and Receive back my Bond Dated

(163A)

Witness

Mark of Vembulowey Chanyah
Do Pouda Chanjanah
In their Presence Vannivanah
Drawn this Agreement

Mark of Villavan800

St Luke Scandlar Canonier as Interpreter
on the Greeks Language by Command Court Interpreter

John Taylor
Attorney for the Complainant

Debtor & Adaptation. Hooke Vincent Chitty

	By Cash Vanier	500	—
	By — Do	500	—
	By — Do	90	—
	By — Do	200	—
	By — Do	100	—
	By — Do	70	29 20
	By Cheque Bank for Drawing	100	—
	By Cash	2	—
	By Cash	1000	—
	By 2 Pieces of Chequer Ale Pipe	1000	— 2862 29 20
	By Cash		
	By — Do		

Indorsed on the above Sum £500 Payable
from the 8 October 1761 to the 3 April 1762 — 20 —
60 Months @ 3 p Cent p Annum

£500	By 7 months @ Decembr	Do	p£ 15	Do	2 23 61
90	By from the 26 Mar	Do	p£ 1	9	5 26 32
200	By from the 29 Mar	Do	p£ 2	6	2 28 66
100	By from the 2 Dec	Do	p£ 3	26	1 29 89
70	By from the 12 Dec	Do	p£ 3	28	2 19 16
100	By from the 18	Do	Do	3	17 2 06
2	By from the 21	Do	Do	3	15 22 12
100	By from the 22	Do	Do	3	3 20 24 — 465 35 2½ 2862 29 20
1000	By from the 5 January 1762	Do			

By Goods Delivered Mr to Sell for Him

By 10 Pieces of Superfine Red Middlesex Cloth per Mr 22 10			
By 20 Pieces of the 2d Sort	Do	Do	52 18 —
By 10 Pieces of Red Cambays of the first Sort			47 —
By 10 Pieces of Do of the 2 Sort			52 18 — 200 16 8½
By 20 Do of the 2 Sort			
By Your Commission 2½ p Cent			7 — 15
By Interest @ 8 p Cent			8 1 10 — 15 1 52 — 215 16 8½
By 30 Pieces of Sumatras of the 2 Sort			281 —
By 30 Do	Do	3 Do	22 12 —
By 10 Do	Do	8 Do	49 35 —
By 13			137 21 10
By 65 Pieces of Superfine Chints			27 — 117 28 32
By 30 Pieces of Ditto of the 1 Sort			

Carried Over £822 27 35

Know all Men by these Presents that We
Sawapah Rangapah and Nenapah of Madras Inhabitants for
a Valuable Consideration to Us in hand paid or given by Wolphus
Smith of the same place Inhabitant at or before the sealing of these Presents do
hereby Assign Transfer and Set Over unto the said Wolphus Smith the
Agreement or Writing Obligatory bearing Date the Nineteenth Day of
November One thousand seven hundred and Sixty Nine whereby the aforegoing
is Translated, also the Sum of One Hundred Pagodas Nineteen Fanams and Sixty
Cash being the Ballance of the Account Current thereby made payable together
with all such Interest as now is or may hereafter become Due thereon. And all
now and every and each of Our Right Title Interest Claim and Demand
Whatsoever of in to the same and every part thereof To hold the same
unto the said Wolphus Smith his Heirs Executors Administrators &
Assigns to and for his and their own Proper use and behoof for Ever
And We do hereby for Us our Heirs Executors and Administrators Covenant
Promise and Agree to and with the said Wolphus Smith his
Executors Administrators and Assigns by these Presents in manner following
That is to say That We the said Sawapah Rangapah and Nenapah
Do forthwith Deliver unto the said Wolphus Smith full
Discharges for the same and every or any part thereof And We the said
Sawapah Rangapah and Nenapah Do further Covenant and Agree to &
with the said Wolphus Smith that the said Sum of One Hundred Pagodas
Nineteen Fanams and Sixty Cash and Interest as Aforesaid
to the aforesaid Wolphus Smith his Executors and Administrators
or will cause the same or any part thereof to be Paid Duly and
punctually at Our Dwelling House in Madras this 18th Day of Septr 1771

Signed in the Presence of

Mayor's Court at
Madraspatnam

Thursday the 5th Day of March
Anno Domini 1772

Present

Mr Thomas Bowrey Senior Alderman
Arthur Cuthbert — Edward Stacey
Francis Saunders — George Smith
John Mc Pherson — and John Sullivan

Between Ralph Leeds
Lieutenant Employed in the
Affairs of the Coast of Malabar
Defendant

The Appearance of the Parties to this Cause being duly Entered in the Book of Records of this Court and the Defendant having been duly Served with the Complainant's Bill and Subpoena to Appear to Answer the same and having Entered his Appearance in Court but Failed to put in his Answer to the Complainant's Bill pursuant to the Rules of this Court Therefore on the Motion of Mr Powney Counsel for the Complainant It is Ordered that the Defendant do pay unto the Complainant the Sum of Pagodas 1000 Fifty Pagodas Together with such Interest as may be Due thereon from the 20th Day of July 1771 the Time of Filing the Complainant's Bill Being the Time Limited by the Rules of this Court for the Defendant to put in his Answer to the Complainant's Bill

Filed 20th July 1771

To the Honble the Mayor's
Court at Madraspatnam

The Humble Complaint of

(327)

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Cattwell Bennett of Madras Inhabitant Acting Executor to Nicholas Gray late of Madras Mariner and late Master of the Ship Peabody Deceased That Whereas John Bennett and William Benton of Madras Merchants and late Owners of the aforesaid Ship Peabody Stands Indebted to your Orator Executor as aforesaid in the full and Just sum of Nine hundred and Seventy four Pagodas Thirty Nine Fanams and Seventy Cash Current Money of Madras Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of three hundred and Eighty Nine Pounds Nineteen Shillings and Nine Pence half Penny or thereabouts as does more fully and at Large Appear by an Account Current thereof Annexed for the Inspection of this Honorable Court to which your Orator Most humbly begs Leave to refer and pray the same may be Admitted as part of this your Orator's Bill of Complaint And your Orator Humbly Conceives the said John Bennett and William Benton ought to pay the same with Interest thereon from the said John Bennett and William Benton requested payment thereof which they have refused and Still refuse to do Your Orator therefore humbly prays that the said John Bennett and William Benton may be Compelled by the Decree of this Honorable Court

in the present Case the Voyage was Completed and the Duties
honestly performed Their Party the Ship has thereby become Entitled
to the Maintenance Wages and Hire during the Maintenance Contained
by the Common or Civil Law your Orator therefore prays Process
against the Said Court shall appear Upon the Equity and
To the End therefore that the said John Bennett and William
may upon their Corporal Oaths true and perfect Answer make
Interrogatories Matters and things Hereinafter Specified and
fully truly Directly and Effectually to all Intents and purposes
the same were here again repeated particularly Interrogated
they may be Decreed to pay unto your Orator the Upwards
Nine hundred and Seventy four Pounds Thirty Nine pence
Seventy Cents together with all such Interest as may
become Due thereon also all Costs of this Suit

May it please this Honorable Court
and John Bennett and William Pantin to be summoned
by the Sheriff of Said Island George Town Exuma
Bahama Personally to be and Appear before this
at a Certain time and place to be by this Honorable Court
Appointed then and there to Stand to and abide by such
Decree thereon as to this Honorable Court shall seem

July 20th 1795

Said Bill was shown to me
between the Days of Adjournment of the Summer
Court Thursday

Attorney for the Complt

Mayor

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Bill Filed July 20th 1795
Court Adjourned
Pantin
Attorney
Bennett
Ord 30th 72
Pounds

Filed 17th Sept 1774

The Answer of John Bramble William Barton & the Rest of Compl[ain]ts to the Bill of Complt of Cotterell Bramble Executor & Ors Gray Defend[an]t

These Defendants now and at all times hereafter saving to themselves all and all manner of benefit of Exception and answering to the said Bill of Complaint or unto so much thereof as these Defendants are advised that they are Compelled to make answer unto say that they deny all Combination in the said Bill of Complaint mentioned and all Confederacy wrongfully and injuriously charged against these Defendants in the said Bill of Complaint and these Defendants further answering say that they believe that the Complainants in the said Bill of Complaint are the Sons of Nine Hundred and Seventy Eight Pagodas Nine Fanams and Seventy Cash as in the said Bill of Complaint and Bill for they say they are entitled and Credited for no greater Sum than the Sum of Six Hundred and Eighty Pagodas Seventy two Fanams and Seventy One Cash as appears by the Account Current now ready to be produced for the Inspection of this Honorable Court and which they pray may be admitted as part of this their Answer and these Defendants further answering say that the Charges contained in the said Account Current are just and fairly Exposed these Defendants further hope this Honorable Court will be pleased to take the same into the Consideration of this Honorable Court to the case made by the said Bill of Complaint and these Defendants say that on or about the Fifteenth Day of April which was in the Year of our Lord One Thousand Seven Hundred and Seventy Four Defendant being bound from Pegue on board their Ship called the Dodaley bound to Madras the aforesaid Nicolas Gray Mariner for Undertaking the said John Bramble one of these Defendants and that the Master of the said Ship but on account of some Dispute among the Defendants and Seamen Passengers then residing at Pegue the said Nicolas Gray was Detained there by the

Prevented from prosecuting their said Voyage on Board their Ship the Dodaley to Madras likewise for which Place they had Purchased a Considerable Cargo and borrowed large Sums on Respondentia payable at Madras aforesaid and of Course any further Delay would have been very Detrimental to these Defendants as well as Disappointment to their Creditors which Considerations obliged these Defendants to appoint Nicolas Gray the Accused Intestate and at that time Chief Mate to the Command of their said Ship the Dodaley and to which said they entered into an Agreement with the said Nicolas Gray to allow him One Thousand and Five Hundred Rupees for conducting the said Ship Dodaley from the Port of Rangoon in the Kingdom of Pegue aforesaid being Port on the Coast of Coromandel or Bengall and these Defendants being before indebted unto the said Nicolas Gray in the Sum of Six hundred and Eighty Rupees the said Nicolas Gray for the Sum of Six hundred Rupees for Twelve Months Pay as Chief Mate the said Sum of One Thousand Two Hundred Rupees was added to the Amount of One Thousand and Five Hundred Rupees the Sum agreed to be allowed by these Defendants to the said Nicolas Gray for Conducting the Ship Dodaley as aforesaid which said Sums altogether the full Sum of One Thousand and Eight Hundred Rupees the Amount of the Note mentioned to be given by these Defendants to the said Nicolas Gray which said Note these Defendants do admit to have granted unto the said Nicolas Gray all for the sole purpose of Conducting their said Ship the Dodaley and for the purpose of Complainants Bill of Complaint but that at or before the said Note was delivered to be given for the purpose aforesaid there was an Agreement entered into between the said Nicolas Gray and these Defendants Regarding the Sums which are charged in the Complainants said Bill of One Thousand One Hundred Rupees for Wages from the Second day of February One Thousand Seven Hundred and Seventy One until the Twenty sixth of June following these Defendant beg leave to make the following Objections thereto and do humbly by the Attention of this Honorable Court to the same that Soon after that the said Nicolas Gray did arrive at Rangoon on the Second

Fourth

the 15th Day of February aforesaid But Notwithstanding the
Defendants do insist that he was entitled to pay as Continued
the fourth Day of April aforesaid and unto the said Twenty
Day of June for that the said Ship to Boldly coming at
on the said fourth Day of April John Burnett one of the Defen
did on that Day take the Command of the said Ship upon him
Command he did give all Orders and Instructions relative to the
of the said Ship and all other matter Concerning her and of the
Nicolas Gray command to be Entitled and Intitled to Wages as Captain
longer time than to the fourth day of April aforesaid and for
entitled the Twenty fourth Day of June the said Entitled the
the Wages of a Chief mate these Defendants further by leave to
that the sum charged by the Complainant for the Wages of the
Gray is greatly too Considerable and exceeds these Defendants
your Honour to allow to the said Nicolas Gray as they are advised
to grant an allowance for bringing a Ship above the Cost
above there was neither trouble nor Consequence these Defe
are humbly of Opinion that Five hundred Pounds for the
sufficient and which they hope there to refer to the Judgment
Honorable Court Regarding the Said and last Article of the
and One Pagoda Member January and Five Cash to Doctor
to the Ships Company these Defendants Cannot take upon
the same being Entirely ignorant of the Reasons
have reason to believe that if the said sum to the said
Nicolas Gray that the same was given to him for the Purpose
aforesaid as appears from the Defendants have charged
of Disbursements to Pursuant to the Money paid to the
Gray on their Account by Capt. Mr Thomas Graham
a Passenger on board their Ship to the Derby Cutter

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and no receipt having been given for the same these Defendants
however just the same may be and as they really believe them to be
are advised that they cannot with propriety bring them to the Account of
the said Nicholas Gray Demand they therefore pray that the said
Account of Disbursements for the aforesaid Sum of One Hundred
and One Pagodas Member January and Five Cash may be passed
before this Honorable Court and properly Vouched

All which matters and things these Defendants
are ready to aver and Maintain as such Manner or form as the
Honorable Court shall award and humbly pray to be hence
Dismissed with their Reasonable Costs and Charges in this
behalf most Wrongfully Sustained

John Burnett
Wm Benton

Sworn before the this Day
7th September 1771

Edward Stracey
One of the Judges of the Mayor's Court

Henry Dell Pain
Attorney for the Defendants

Dr. The Executors of Nicolas Gray Deceased in Account With John Dunnell and William Denton Cr.

To Freight of 6 Lasts of Swarck brought from the Ship	25	
To Ditto	19	
To Overstood Lasts of Swarck	11	
To Ballance	6307	6
	Pounds	6362 6

By Amount of our Note of Government grance unto Nicolas Gray as p Our Answer	1803	
By Wages due to the Deceased Nicolas Gray as Captain from the 15th February 1794, the Day of the Arrival of the Ship Deadley at Evangueday until the 1st April following the day of her Arrival at Madras is 1 M 20 @ 200 Rat p Month	333	
By Wages due to Ditto as Chief mate from 1st April to the 21st June following the Day of his Decease 2 M 20 @ 30 Rat p Month	133	
	Rupees	2266

Exchange taken by 333 Rup 3 pg @ 2/ Pounds 332 22 71

George 17th Sept 1751

Executors

To John Dunnell

William Denton

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 26th Day of November Anno Domini

Present

John Holland Esquire Mayor

Reginald Adams — & Arthur Cuthbert

Aldermen

Edward Barnett Executor to the Estate of Nicholas Gray Deceased

vers

John Burnett and William Braden

Bill with an Account Current annexed Read

Answer with an Account Current annexed Read

This Cause coming on to be Heard and Debated this Day in the Presence of the Attorneys on both sides And the Complainants Bill with an Account Current annexed And the Defendants Answer with an Account Current annexed Pursuant to the Decree made therein by the Attorneys and on due Consideration had thereof The Defendants having Acknowledged that they are Indebted to the Complainant as Executor to the Estate of Nicholas Gray Deceased in the Sum of Six Hundred and Eighty two Pagodas Eight Fanams and Twenty one Cash and the Complainant not having proved his Charge in support of the other part of his Demand This Court therefore think fit to Order and Decree and doth Order and Decree that the Defendants do shall pay unto the Complainant the Sum of Six Hundred and Eighty two Pagodas Eight Fanams and Twenty one Cash Payable together with such Interest as now is or shall become due

(337

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to be allowed to each Party so far as they have Proceeded in their Suit

Pleas

Dated 12th June 1771

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth the Honble Court your Orator Isaac Watkins of Madras Inhabitant That your Orator is the true and Lawful Owner of Sixty five Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty Six Pounds as will more fully and at large appear by a Bond for the same given by Thomas Sharp Deceased for the Consideration of the Honble Court Herewith which your Orator prays may be admitted as part of this Your Orators Bill of Complaint And your Orator further Sheweth unto this Honble Court That he hath frequently and in an Amicable Manner Applied & prayed from the said Complainant the Payment of the said Sum of Sixty five Pagodas

Nevertheless the said Defendant Combining and Intending how he may Defraud your Orator of the said Debt or Sum of Money hath not only refused but Obstinately and Wilfully refuses to pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays a Writ of Subpoena may Issue out of this Honble Court to be Directed to the said Defendant Commanding him thereby and at a certain Day and under a certain Pain therein to be limited personally to be and appear before this Honble Court then and there to Answer the Premises and to Stand to Perform and Abide such Order and Decree therein as to this Honble Court shall seem meet and agreeable to Equity and Good Conscience And your Orator shall ever Pray &c

To the End therefore that the said Defendant may upon his Corporal Oath full true Direct and Perfect Answer make to all and singular the Matters and things herein before set forth and Alledged as fully to all Intents and purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Sixty five Pagodas with all such Interest as now is or shall become due

Whereas the Plaintiff hath this Honorable Court his
Petition against the Defendant for the Sum of Pagodas
Principal and Interest due thereon as all Folio of this Suit
May it please this Honorable Court to
the said Defendant to be Summoned and Appeared by Rule
of Fort Saint George Town of Madraspatnam and the Liberties
thereof Personally to be and appear before this Honble Court
a certain time and place to be by this Honorable Court for
and appointed then and there to Answer the said Plaintiffs
of Complaint and further to Stand to and abide by and
and Decree thereon as to this Honorable Court shall seem

John Sykes
Attorney for the Complt

Madras 10th September 1768

Landsman one of the Constables of this Honorable Court
to have Personally with the Defendant in the Plaintiffs
the sum of Sixty five Pagodas of Principal and Interest
Pagodas on Demand with Interest at the rate of Twenty
per Annum Witness Thos Parish Chitty and Cashier
Dinam by Mr Cashier

(Signed) Landsman

19th April 1771

The Contents of this Obligation Acknowledged
Before me

The Mark of Isaac

Isaac Fromlake is now in custody for the
this Malabar Passenger by Command of Sam Johnson
Esqr Mayor of the Court

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Know all Men by these Presents that I Isaac Fakhmond
of Madras Inhabitant for and in Consideration of a Promissory Note
of Hand granted and given to me by Isaac Watkins of the same place
of Hand granted and given to me by Isaac Watkins of the same place
Inhabitant for a Valuable Consideration at or before the sealing
of these Presents do hereby Depute Empower and Set Over unto
the said Isaac Watkins a certain Obligation bearing Date the
Tenth Day of September One thousand Seven hundred and Sixty
Seven of which the aforegoing is a Translate also the Sum of Sixty
five Pagodas thereby made payable together with all such Interest
as now is or may hereafter become Due thereon for all my right
Title Interest Claim and Demand whatsoever of in and to the
same To Hold the same unto the said Isaac Watkins his Exrs
Executors Administrators and Assigns for his and their own
Proper Use and behoof for ever And I do hereby give and Grant
unto the said Isaac Watkins full power and Authority to Sue for
Recover and give Acquittances or Discharges for the same and every
Part thereof and Moreover I the said Isaac Fakhmond do further Covenant
with the said Isaac Watkins that the said Sum
of Sixty five Pagodas and Interest hereby Assigned is now
justly Due and Owing to me and that I have not Received any
part thereof and that I will not Receive the same
hereafter and that I will at any time hereafter upon
Request Assign the Same by a further Assignment
Sixty Days

In Witness whereof I have hereunto set my hand
and Seal this Twenty Second Day of
September One thousand Seven hundred &
Seventy One

The Mark of Isaac Fakhmond

Sealed and Delivered in the Presence of
Joseph Brown
Sam Johnson

&c &c

Mayors Court at Madras paṭṭanam } Tuesday the 26th Day of Anno Domini 17[illegible]

Present

(L.S) John Holland Esquire Mayor

Reynold Strams ___ } Esqrs Aldermen

and George Smith ___ }

Between Jane Nicholas Widow and Executrix of the Last Will & Testament of Thomas Nicholas late of this Town Deceased Complainant

and John Burnell and William Benton of this same place Merchants and late Owners of the Ship Dolphin Defendants

The Humble Petition of the said Catherine Barrett Executor to Nicholas Gray Deceased

Sheweth

That your Petitioner did on the Seventieth Day of July in the Present year of Our Lord One thousand Seven hundred and Seventy One Exhibit a Bill of Complaint in this Honorable Court against the said John Burnell and William Benton for the Principal Sum of Nine hundred and Seventy four Pagodas Thirty Nine Fanams and Seventy Cash Current Money of Madras being for Wages due and Owing Unto the said Nicholas Gray deceased as Master or Commander of the aforesaid Ship Dolphin from the said John Burnell and William Benton as in which said Bill of Complaint the said John Burnell and William Benton have put in an Answer thereto whereof Going to be Ready the said Nicholas Gray Deceased in the Lifetime of the said Nicholas Gray Deceased Died Possessed of the Sum of Nine hundred and Eighty two Pagodas Twenty two Fanams and Twenty One Cash as will more fully and at large Appear by the said Answer and Account thereof Now Remaining in this Honorable Court Wherefore your Petitioner humbly prays Leave to Refer this Matter to the Honble Court that Your Petitioner may Receive further Relief in the Premises and that Justice may be done Your Petitioner by the Attorney General Thomas Pilling and Doctor Richard Syers by his Attorney Christopher Mackley Francis Fowler George Smith Robert Piercy and Michael Dalzell Executors of the said Thomas Pilling and also the said John Burnell by Leave of the Court against the said John Burnell by Attachment

Filed 29th October 1771

To the Honble the Court at Madras

Between

Jane Nicholas

Complainant

and

John Burnell & William Benton

Defendants

(212.

Obtained Warrants of Execution from this Honorable Court
three Several Actions Commenced by them Respectively against
said John Burnell and William Benton which Said Writs
are Commanded on Account of Respondentia Bonds Common
Bonds and Book Debts. One of the Actions of the said
Delahide and that of Robert Penny Only Empowers
Alleges that the Sheriff has by Virtue of the said Warrant
Execution Also Seized One half of the Goods Used for
Sale of the aforesaid Ship Dodally for the Satisfaction of
Demands And therefore have without to Such Sufficient
Demands of your Petitioner and the other Creditors aforesaid
perhaps not Sufficient to pay the Demand of your Petitioner
Petitioner with Submission to this Honorable Court that
that he the said Nicholas Gray Demands and Benton
Alleges who said Dodally shewing Cause that the
or Damage During the time of performing their Voyage
Right to be paid out of the proceeds of the said Ship Dodally
which are made for Respondentia Bonds Common Bonds
Accounts Due to the said Ship for Wages
Nicholas Gray Demands as Master or Commander of the
Dodally from which Service the Vessel Demands
the time specified in the Warrant Cannot shelter
your Petitioners Bill of Complaint and during which
Burnell and William Benton were Either the sole
the aforesaid Ship Dodally. And your Petitioner
humbly Submits to this Honorable Court Being
Willoughby Ship should be Used for Sale or Disposal
the Mariners must receive their Wages for the
Defendants Bail Bond the Ship is Liable Wages for the
Wages the Mariners Creditors is Allowed Credit
Long Forebodes Reasons your Petitioner will
of One half of the Goods Arrested from the Sale of the
Dodally or Debts Due for the Satisfaction of the
William Benton by his Attorney Except

(213.

Francis Lourdan George Smith, Robert Penny and Michael Delahide
on two Actions. And also the said Thomas Dillon and John De Lovis
Against the said John Burnell Only are Illegal your Petitioner therefore
most Humbly Implores this Hon'ble and Worshipful Court
in the before mentioned Premises, that Days that the Sheriff may be
Restrained from paying any part of the Produce arising from the Sale
of the said Ship Dodally, which does belong to the said John Burnell
and William Benton, Only or on Account of any of the Creditors who
have made the Seizures before mentioned Untill this Honorable Court
shall Explain to them and Determine your Petitioners Cause
before mentioned, which is moved Speedily before this Honorable Court
And in Case this Honorable Court shall be pleased to Decree that
your Petitioner as Owner aforesaid Either the Whole, or any part
of the Demand which is Set forth in your Petitioners said Bill of
Complaint That this Honorable Court will also be pleased to Order
such sum or Sums to your Petitioner be paid out of the produce
Arising from the Sale of the said Ship Dodally in Preference
to any Demands which are or may be made or Grown to Either
Respondentia Bonds Common Bond Bonds or the Balance of
Account Due your Petitioner Bond Demands is for Wages
Due to the said Nicholas Gray Demands he has already been Left to
in the Petition

And your Petitioner as in Duty Bound
Shall Ever Pray

Thomas Thornton
Attorney for the Petitioner

Brought Over £222 2 5

1769 £ 6 0 By Ballance 23 2 10

Clark 42 16 6 5

Pagoda 42 16 6 5

Mark 1769 Excepted.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 3 day of December Anno Domini

Present

John Holland Esquire Mayor

Thomas Penney — Reynold Adams

Arthur Cuthbert — Edward Henry

Charles Smith — John M.c Pherson Esq.rs

John Sullivan — Aldermen

Collard Durell Executor to the Estate of Richard Gray Dec.d

vers

John Durell and William Benton

The Petition of the Complainant was

Determined this Day in the Manner of the Minutes on the

Appearing to the Court that Reparation to answer

Performance shall other Demands upon the Ship

Thereupon Ordered fit to Order and Adjudge Accordingly

of Six Hundred and Eighty two Pounds Twenty two

Security on Each the Amount of what was Demanded by the

Complainant to Accordingly pay to him out of the produce

Publicly on Performance of all other Demands Except

Costs as also the Costs of this Petition

Extd

Febr.y 4th 1774

To the Honorable

Court of Admiralty

Sheweth

John Durell and William Benton

of the same Place Merchants and late

Owners of the Ship D Duty Defendants

The Humble Petition of the

said Richard Penny

That your Petitioner did on the Second day of August

in the Present Year of our Lord One Thousand Seven hundred and Seventy

One Exhibited a Bill of Complaint in this Honorable Court against the

said John Durell and William Benton for the Principal Sum of

Three hundred and Eighty five Pounds and Nineteen Pence Current Money

of Nova Scotia being for Wages due and Owing unto your Petitioner from the said

John Durell and William Benton as will more fully and at large

Appear on Reference being had thereto to which said Bill of Complaint

the said John Durell and William Benton Appeared and Defended the

Suit by your Petitioner and Demanded Whereupon this Honble Court

were pleased to Decree the said John Durell and William Benton to

pay unto your Petitioner the aforesaid Sum of Three hundred and Eighty

Five Pounds and Nineteen Pence together with the Interest due

thereon, the Costs of Suit which they having failed to do this Honble

Court were pleased to grant unto your Petitioner a Warrant of Execution

bearing Date the Twenty first day of August last Directed to the

Sheriff to Seize the property of the said John Durell and

William Benton for the Satisfaction of your Petitioners said Demand

by Virtue of which Warrant of Execution the Sheriff hath Seized One half

of the private Owners part of the aforesaid Ship D Duty Lost

William Lockyer by his Attorney George Mackay Thomas Pilling and John

De Lacy Richard Gray by his Attorney Christopher Mackay Francis

Forbes, George Smith & Michael Pitcher Partners & Owners of the

said Thomas Pilling and John De Lacy, Against the said John

Durell Only Having also Obtained Warrants of Execution from

this Honorable Court on their Several Decrees Commanded by them

Respectively against the said John Durell and William Benton

which

which Second Actions are Commenced on Account of Respondentia
Bonds, Interest Policies And Bank Notes, One of the Actions the
aforesaid Michael Delahide only Executor, which is for Wages of
Sheriff has by Virtue of the said Warrants of Execution Sold
half of the proceeds Arising from the Sale of the aforesaid Ship
for the Satisfaction of their said Demands, And the proceeds
Not Sufficient to pay both the Demands of your Petitioners
other Creditors before mentioned And your Petitioner Humbly
the Demand of your Petitioner alone your Petitioner therefore
submission to this Honorable Court Doth humbly Conceive that
your Petitioner and the other Creditors for Wages which Accrued
since or Paid the said Ship Dolally as Mariners since Sailed
time of Performing the said Voyage Have a proper Right to
rest of the proceeds of the said Ship Dolally to all Demands which
made for Respondentia Bond Common Interest Policies
Actions the said Debt is due for Wages Accruing to your
of the Mariners in which Actions Judgments and Executions
against Ship Dolally from which said Executions Writs of
Arising during the time specified in the Warrant issued which
make your Petitioners Bill of Complaint and during which time
said John Burnett and William Parker were Either the whole
half Owners of the aforesaid Ship Dolally, but your Petitioner
further humbly submits to this Honorable Court that although
that although wages should be Legal for Debt or Damages
the Mariners must Receive their Wages for the whole time they
Performed their part the Ship is Lawfully Liable for their Wages
during the Marine Custom is Allowed or Made by Common Law
for which Reason your Petitioners Self Cannot the Deponent
half of the proceeds Arising from the Sale of the aforesaid Ship
on the behalf of and for the Satisfaction of the Demands of the
Justice by his Attorney George Mackay Thomas Pilling and
Esquire Richard Tyson by his Attorney Christopher Machlin Esquires
Southern George Smith and Michael Delahide Executors for

Amount of a Respondentia Bond And also the said Thomas Pilling
John De Lisle against the said John Burnett only are Illegal
Your Petitioner therefore most Humbly Implores
the Aid and Assistance of this Honble Court in the Premises
Premises and Prays that Either the Amount of his said Demand
Decreed by this Honorable Court being the Sum of Three hundred and
Eighty five Pagodas and Sixteen Fanams together with the Interest
due and to become due thereon until payment may be first paid and
Your Petitioner Out of the proceeds of the Sale of the said Ship Dolally
Or that the said Warrant of Executions Obtained by the said Sheriff
Justice by his Attorney George Mackay Thomas Pilling and John De
Esqr Richard Tyson by his Attorney Christopher Machlin Esquires
Southern George Smith and Michael Delahide, viz One Action for
the Amount of a Respondentia Bond and also the said Thomas Pilling
and John De Lisle against the said John Burnett only Respectively
as aforementioned may be Superseded And the Sale taken of One
half of the proceeds Arising from the Sale of the aforesaid Ship Dolally
on their behalf And that Sheriff this Honorable Court shall be pleased
to make such Order with Regard to your Petitioner having
aforesaid Debt to be paid out of the Proceeds Arising from the Sale of
One half of the said Ship Dolally or the Respondentia Bond of the said Warrant
of the said William Justice by his Attorney George Mackay Thomas
Pilling and John De Lisle Richard Tyson by his Attorney Christopher
Machlin Esquires Southern George Smith and Michael Delahide
in Case Action for the Amount of a Respondentia Bond, And also the
said Thomas Pilling and John De Lisle against the said John
Burnett only that the said Deponent on their behalf that the said Sheriff
may be Restrained from paying any Part of the Proceeds Arising from the
Sale of the One half of the aforesaid Ship Dolally which Ought belong
to the said John Burnett and William Parker Both or an Amount
of the Deponent due by the said William Justice by his Attorney
George Mackay Thomas Pilling and John De Lisle Richard
Tyson

Sworn by his Attorney Christopher Mackbin Francis Sudlow Jos Smith, Michael Delahide one &c Action and also the said Thos Billing and John De Lenz against the said John Russell

And your Petitioners as in Duty Bound shall ever

Thomas Saunders
Attorney for the Petitioners

Extract from the Minutes of Court Held at the Town
on Tuesday the 2 Day of December Anno Domini

Present

John Holland Esquire Mayor

Francis Binny — Reynold Rivers
Arthur Cuthbert — Edward Thavy
Charles Smith — John Mc Pherson
John Sullivan — Halverson

Robert Binny
and
John Russell and William Porter

The Petitioners of the Complainants having exhibited
this Day in the Recess of the Attorney a Petition praying
to the Court that Writs Dues to issue against the Ship
and other Property upon the Ship The Court did Grant
pit to Order and doth thereby Order that the Sum of
Hundred and Eighty four Pounds and Twenty
Amount of Petitioners Demand to be paid to the Complainants
thereby paid to the Amount of the Penalty of the
in Performance of the Decree of this Court

Nature, the also the Costs of this Petition

pd Clk

To the Honble the Mayor
Court at Madraspatanam

Filed 29th Octr 1771

Between Michael Delahide of
Madras Merchant Complainant and
John Russell and William Porter of
the same place Merchants and Late
Owners of the Ship Peggy Defendants

The Humble Petition of the said
Michael Delahide

Sheweth

That your Petitioner did on the second Day of September
in the present year of Our Lord One Thousand Seven hundred and
Seventy One Exhibit his Bill of Complaint in this Honorable
Court against the said John Russell and William Porter for the
Principal Sum of Eight Hundred Pagodas Four Hundred
Eighty Eight Pagodas being for Wages due and Penalty
thereon for the said John Russell and William Porter
Owners of the Ship Peggy upon a Voyage being last bound to
which Bill of Complaint the said John Russell and William
Porter appeared and Defended the Subject of your Petitioners said
Demand whereupon the Honble Court was pleased to Decree the
said the Said John Russell and William Porter to pay unto your Petitioner the
aforesaid Sum of One Hundred and Eighty Seven Pagodas Four Fanams
and Sixty Cash together with the Interest due thereon also Costs of Suit
which they having failed to do this Honble Court was pleased to

grant

grant unto your Petitioner a Warrant of Execution bearing Date the Twenty first Day of August last Directed to the Sheriff for the County of the said John Bennett and William Benton to Petitioner said Demand By Virtue of which Warrant of Execution Sheriff hath Seized One half of the produce Arising from the Sale of the aforesaid Ship Dodally Part William Benton by his Attorney Mackay Thomas Pilling and John De Fries Richard Lyon his Attorney Christopher Mackliss Francis Sudan George Smith and also the said Thomas Pilling and John De Fries Against the said John Bennett only having also Obtained Warrant of Execution from this Honorable Court in like Manner Issued Which Executions by them respectively Against the said Mackay and William Benton which several Actions are founded upon Bonds Interest Bonds and Book Debts for Wages Due by Virtue of the said Warrants of Execution also Seized half of the produce Arising from the Sale of the aforesaid Ship Dodally for the Satisfaction of their said Demands But hope that will not be Effects sufficient to pay both the Demands of your Petitioner and other Creditors Informations Humbly pray that may the Demands of your Petitioner also your Petitioner may with Satisfaction to this Honorable Court both Humbly pray the your Petitioner and the other Creditors for Wages Due actually Arose on Board the said Ship Dodally as Mariners during the time of Performing the said Voyage the aforesaid Rights to be paid Out of the produce of the said Dodally both Demands which are Made for Respondent Bonds Common Interest Bonds and Amounts of the said Debts is due for Wages Arising to your Petitioners of the Mariners which said Debts are to be Wholly Paid out of the aforesaid Ship Dodally from which said Ship Respondent demand Debts Arise During their Service Respondent the Amount Recovered which is Answered and Paid

Petitioners Bill of Complaint and during which time the said John Bennett and William Benton were either the Whole or Half Owners of the aforesaid Ship Dodally Humble Petitioner with further humble Submission to this Honorable Court prays Leave to Shew That although a Ship should be Seized for Debt or otherwise become forfeited the Mariners must receive their Wages for the Sailor having Lawfully performed their Part the Ship is Lawfully Alleged for their Wages and this being the Mariners Custom is Allowed as well by Common as Civil Law for which reason your Petitioner doth Conceive the said Seizure of One Half of the produce Arising from the Sale of the aforesaid Ship Dodally on Behalf of said for the Satisfaction of the Demands of the said William Benton by his Attorney George Mackay Thomas Pilling and John De Fries Richard Lyon by his Attorney Christopher Mackliss Thomas Sudan George Smith and also the said Thomas Pilling and John De Fries Against the said John Bennett only are Illegal

Your Petitioner therefore most Humbly Implores the said Justices of the Honorable Court on the Information and Prayer that either the Answer of the said Defendant Benton or Page that the Honorable Court being the Laws of Admiralty and Sixty three Pages Law favour and Sixty each together with the Interest due and to become due thereon until Payment may be paid unto your Petitioner Out of the produce of the Sale of the said Ship Dodally on the third Warrant of Execution Obtained by the said William Benton by his Attorney George Mackay Thomas Pilling and John De Fries Richard Lyon by his Attorney Christopher Mackliss Francis Sudan George Smith and also the said Thomas Pilling and John De Fries Against the said John Bennett only

Respectively

Reputively as hereinmentioned may be Assigned and the Sale
taken of One half of the said Ship Dolly belonging from the Sale of the
aforesaid Ship Dolly on their behalf and that such Sale
Court shall be pleased to make such Order as to the said Petition
seems meet having a proper Regard to be paid Out of the Produce
the Sale of One half of the said Ship Dolly to the Payment
said Warrants of the said William Lockie by his Attorney
Mackay Thomas Pilling and John De Peyster Esquire
his Attorney Christopher Machlin Francis Lewis Esquire
and also the said Thomas Pilling and John De Peyster
the said John Burnell Esqr and the said Esquire
that the said Sheriff may be Restrained from paying
Produce arising from the Sale of the One half of the
Dolly which does belong to the said John Burnell
Benson made or on Account of the Assignee made by the said
Justice by his Attorney Gregg & Mackay Thomas Pilling
De Peyster Richard Lyon by his Attorney Christopher
Francis Lewis Esquire George Smith and also the said Thomas
and John De Peyster against the said John Burnell Esqr

Humbly your Petitioners therefore Pray

Clerke Exrs

Thomas Pownall

Attorney for the Petitioners

Extract from the Minutes of a Court Held at the
Town Hall on Tuesday the 3 day of December Anno
Domini 1793

Present

John Holland Esquire Mayor

Thomas Pownall — Reynold. Adams

Arthur Cuthbert — Edward Shewey

Charles Smith — John. Mc Pherson and

John Sullivan — Aldermen

Michael De Lancey

and

John Burnell & William Denton

The Petition of the Complainant coming on to be
Read and the Answer of the Defendants
Defendants this day in the Answer of the Attorney on both sides
Mr. Appearing to the Court that Ways due to Seamen ought to
be paid in Preference to all other Demands upon the Ship Dolly
Court doth therefore think fit to Order and doth accordingly Order
that the sum of One Hundred Sixty three Pounds four Shillings
and Sixty Cents the Amount of what was Found to be paid to the
Complainant be accordingly paid to him out of the Produce of the
Ship Dolly in Preference to all other Demands Except those of the
same Nature as the Costs of this said Petition

By Order

Filed 29th Oct. 1794

Answer

To the Hon^ble the Mayor
Court at Madraspatnam

Between Thomas Lowndes
belonging to the Ship Dolly and Part
Building at Madras Complainant and Da
Burnell and William Burton Gentlem
plan^t Merchants and Late Owners of the
said Ship Dolly Defendants

The Humble Petition of the
Thomas Lowndes

Shewe

That your Petitioner did on the Ninth day of June
the Present Year of Our Lord One Thousand Seven Hundred and Ninety
One Exhibit a Bill of Complaint in this Honorable Court
the said John Burnell and William Burton for the Sum
Sum of Thirty Two Pagodas Nine Fanams and Two Cash
Current Money of Madras being for Wages Due and Owing
Your Petitioner from the said John Burnell and William
Burton as will more fully and at Large appear on reference
being had thereto to which said Bill of Complaint the said
John Burnell and William Burton have refused to put in
Answer and your Petitioner said Bill of Complaint is still
Depending in this Honorable Court And your Petitioner
Humbly further sets the Hon^ble Court That William Billing
by his Attorney George Mackay Thomas Billing by his
Attorney Richard Lyon by his Attorney Christopher Mackay
Francis Purdon George Smith Robert Burgess Mich^l
De Sabla in the Year of Our Lord One Thousand Seven Hundred and Ninety

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and John De Sosa Against the said John Burnell Only Having
Obtained Warrants of Attachment from this Honorable Court and their
Several Actions Commenced by them respectively Against the said John
Burnell and William Burton which Several Actions are Commenced
on Account of Respondents Said Owners Interest Trade and Part
Debts Due of the Actions of the aforesaid Michael De Sabla and that
of Robert Penny Only except which are for Wages Due Petitioner
Sue by Virtue of the said Warrants of Attachment also Lodged One Half
of the produce Arising from the Sale of the aforesaid Ship Dolly for
the Satisfaction of their said Demands and therefore does not Look
to Apply Sufficient to pay both the Demands of your Petitioner &
the Other Creditors aforesaid Respondents not Sufficient to pay
the Other Creditors aforesaid Respondents with
the Demands of your Petitioner Wherefore your Petitioner with
Submission to this Honorable Court does Humbly Conceive that he
(Among the rest of Respondents Creditors who did Actually
Right to Expect out of the produce of the said Ship Dolly both
Demands whatsoever for Respondents Part Owners
Interest Trade and Part Debts Due for
Wages Owing to Your Petitioner out of the Monies which Will
belong unto Your Petitioner as Part of the aforesaid Ship
Dolly for which Petitioner has a Just Demand Debt Due
During the time employed in the Honorable Company which is Annexed
unto your Petitioners said Bill of Complaint and Owning which
hinder the said John Burnell & William Burton owe either
the whole or half Owners of the aforesaid Ship Dolly And your
Petitioner with further Humble Submission to this Honorable
Court Does Humbly Observe That although a Ship should be
Seized for Debt or Otherwise Interest for Both the Mariners
and more than Wages for the Seamen having honestly Performed
their parts the Ship or Realty Obliged for their Wages and that being

being the Maritime Custom is allow'd as will by the Common Civil Laws for which Reason your Petitioner doth Claim the Seizures of One half of the produce Arising from the Sale of the Ships Dolly &c. on Behalf of and for the Satisfaction of the Debt of the said William Sutton by his Attorney George Mackay Esqr Pelling and John De Lisle Richard Lyon by his Attorney John Macklime Francis Sweetman George Smith and John De Lisle and One Moiety and also the said Thomas Pilgrim John De Lisle Against the said John Burnell & Co for your Petitioner therefore Most Humbly Implores the Most Honorable Court in the Aforesaid Premises and also the said Thomas Pilgrim John De Lisle Against the said John Burnell & Co for your Petitioner therefore Most Humbly Implores the Most Honorable Court in the Aforesaid Premises of this Honorable Court in the Aforementioned Premises and prays that the Sheriff may be restrained from paying any Part of the Produce Arising from the Sale of the said Ships which does belong to the said John Burnell and William Sutton or on Account of any of the Partners who have not been Defendants in this Honorable Court but that this Honorable Court may please to hear and Determine your Petitioners Complaint which is ready Now before this Honorable Court to Answer this Honorable Court shall be pleased to Direct your Petitioner Either the whole or any Part of the Sum which is set forth in your Petitioners said Bill of Complaint that this Honble Court will Order & Decree that your Petitioner may be paid out of the produce Arising by the Sale of the said Ship Dolly in preference to any Demand which can or may be made on Account of Either respondent and Your Petitioner Shall Ever Pray &c.

Thomas Lascar

Attys

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 3 Day of December Anno Domini 1771

Present

John Holland Esqr C. Mayor

Thomas Pasmore — Reynold Evans

Arthur Cuthbert — Edward Livesay

Charles Smith — John Mc Pherson

John Sullivan — Aldermen

Thomas Lascar

Attys

John Burnell and William Benton

The Petition of the Complainant being taken into Consideration this Day in the Presence of the Attorneys on both sides It appearing to the Court that Wages Due to Seamen and Demands upon the Ships to be paid in Preference to all other Demands upon the Ships It is therefore Ordered that the Sheriff do Retain in his Hands the Amount of the Complainants Demand until the Issue of this Suit

J Cur

Recorded folio Oct 9th 1770

To the Honorable the Mayor Court of Admiralty Sessions

Humbly Complaining Sheweth unto this Honorable Court your Orator John Burnell of Boston Inhabitant that Thomas Pennycomequick of Newbegony Inhabitant but at present residing at

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Thomas Chambers

Attorney for the Complainant

Dr. Vannacaranje in Account Curr.

1762 March	2 To Cash paid you on Account of Richard Cattlin		150
	To Amount of Richard Delivered you a Manemanypanda Viz.		
	Pucks at one time	337	
	Ditto at an other time	121	
	Pucks	458	
	Making 426 Candys @ 1 Pagoda p Candy		426
	To Cash paid your Attorney Chengalpah		10
	To Richard Delivered at Dugrapatnam 18 Candys (@) 2 Pagodas p Candy)		36
May	10 To Cash paid on Account of Two Bills of Richard Cattlin as p Agreement and Bill of Packadar		150
	To Interest on Pagodas 1287 from May 10th 1762 to October 5th 1770 @ 1 p Cent p Annum		80
	To Exchange on Pagodas 2252. 21 @ 10 p Cent being the Mission between Madras and Bar		225
	Pagodas	2292	

Pagodas 2292

October 5th 1770

Excepted

J. Dubois & Co

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Cr.

With Cambell Ram Chitty

1762 March	23 By Cash received of your Account of Richard Cattlin		150
	(Madras)		
	By Richard remitted 200 Candys @ 1 Pagoda p Candy	200	
	By Richard remitted of Gunnapah 100 Candys @ 1 Pagoda p Candy	100	
	By Ballance Due to Cambell Ram Chitty	2142	21 10
	Pagodas	2292	21 10

Mbe Copy of an Agreement Between Nannacarangie
Combatt Ram Chitty

Known all Men by these Presents that I Nannacarangie of Madras Inhabitant for Myself my Heirs Executors and Administrators do hereby make this Agreement with Combatt Ram Chitty and Cattadee Venkayah Concerning the Cutter of Boat belonging to me Commonly Called Tongan Swamy Cottayah Sannee Nannamonke. Mackaya Pyragan Dorai Vengatta Chetty Venkata Cattadee Manigal. Nandamby Swamy Parvatamalla Cattayan all of them I believe to be Combatt Ram Chitty and as for the Amount of what the Cutter aforesaid shall be Cleared settled before granted the Pass and Parwanah according to the Cutter Account which Combatt Ram Chitty shall be Obliged to pay over the Cutter belonging to Combatt Ram Chitty they are Obliged one Fanam per Chuckram Chuckrapatta Pyragan Tandore Pagoda Canam Nellore Chuckram all of them Venkatachellapah and Dorai Timmallapah all of them Combatt Ram Chitty has Delivered me for the use of Combatt Ram Chitty which is Obliged to Show upon the said Combatt Ram Chitty account and what the said Cutter has received from the said Combatt Ram Chitty and his Attorney hereby Engage to pay to the said Combatt Ram Chitty and if Not fulfilling this Condition and if Make the Cutter going that I shall be Obliged to pay to the said Combatt Ram Chitty this Account of both parts of the Cutter given by me to Combatt Ram Chitty and the Cutter given by the said Combatt Ram Chitty home for the use or use of Money which I shall Show which I shall be Obliged to pay to the said Combatt Ram Chitty Owning to this Condition I make my Hand and Seal Nannacarangie Witness

Drawn by Nannacharlace Vengatasangy by Cattawandie Thetty of October 1761

Signed

Nannacarangie

Witnesses

Dorayachenavandi

Pavillaw Vengattachellam

A True Translation from the Original in the Gentoo Language by Conarapah Seaven Interpreter

Thomas Chambers

Attorney for the Complainant

Known all Men by these Presents that Combatt Ram Chitty of Madras Inhabitant for Valuable Consideration have received from Nannacarangie Inhabitant of Madras at or before the Ensealing hereof by John Lewtt of Madras Inhabitant the sum of Two Thousand Four Hundred and Seventy Seven Pagodas Thirty One Fanams and Forty Cash which is more One to his own proper Use the sum of Two Thousand Four Hundred and Seventy Seven Pagodas Thirty One Fanams and Forty Cash which is more One and Owing to me by Nannacarangie as appears by our Account Current and Owing to me by Nannacarangie as appears by our Account Current to gether with a Bond for the Payment which we remain paid and all other Sum or Sums of Money which are remaining Due and Payable upon by Value of the said Account Current and Bond my right Title Interest and Demand are to the same and do give and grant unto the said John Lewtt full power and Authority to Demand and receive the same and for the Same or any part thereof to give Discharge for the same or any part thereof Combatt Ram Chitty do hereby Covenant and Agree to and with the said John Lewtt that the said Sum of Two Thousand Four Hundred and Seventy Seven Pagodas Thirty One Fanams and Forty Cash is Justly due and Owing to Me from the said Nannacarangie and that Notwithstanding or Discharge thereon or any part thereof In Witness whereof I have unto these presents set my hand this fifth Day of October in the Year of our Lord Two Thousand Seven

Seven Hundred and Sixty two And the time Limited for the said Contract being to Expire the Eighth Day of April in the said Year of our Lord One Thousand Seven Hundred and Sixty two this Replyant the 1st day of the said Month of April went for the Defendants and Asked them if the said Goods were Ready according to the said Contract which said Time was Expired & the Defendants told this Replyant that the Warren Goods were Ready but the Painted Goods were not Ready Whereupon this Replyant told them the Painted Goods were to Deliver the Warren Goods And as the said Painted Goods were not Ready the Defendants should not make too much Haste about the said Goods for fear the Paintes should Spoil them but that they might Allow them a little more time to do they Sparingly & this Replyant believes he might at the same time mention to the Defendants that he should not mind the said Goods to Mantle than Year And Insisted their not being Ready would have Prevented his Sending them Home the Defendants are to do but at this or Some Sending them Home the Defendants are to do but at this or Some Account of this not being Ready And for fear that in the Short time that was then Unexpired of the said Contract the Defendants might have many the Painters as much as Order to have them Ready in that time the Painters as much as Order to have them Ready in that time of Joy Faith And on Account of his Intentions not being to and them to Mantle that he must have more time being given to the Painters as if they had been Spared by that Means it might have been agreat Loss and Disappointment to this Replyant And this Replyant further Saith that he hopes it will be by what is before Set forth Appear that the Defendants only Complyed with the said Contract in part by which means they forfeited their said Contract as to such part by which means they forfeited their said Contract as to such part of it as they did not fulfill by the Delivery beforementioned Whereby they became liable to pay the Penalty Stipulated in the said Contract in Case of failure for such part thereof as they Did not fulfilling According to And Upon which false Account Current Annexed to the said Bill of Complaint is made out & the Replyant said Demand is founded And this Replyant further Saith that the Paints that the Defendants Delivered the said Painted Goods to this Replyant in about two Months after the time Limited for the Delivery thereof as aforesaid Answer As the Defendants

this

Seven hundred and seventy

Signed in the Presence of

Received [illegible]
5th March 1791

This Defendant

1841

Sum Money, and the said Wood Cutters being Indebted on Account of the Advances before mentioned both to this Defendant and the said Cobalor Vencanah Tomalah Ricky Reddy and the Transferee Respectively the said Vencanah Tomalah Ricky Reddy and the Transferee Respectively the said Parties did agree to be Answerable to each other for the Ballance of the their Cutters Accounts that is to say, this Defendant was to be Answerable to the said Cobalor Vencanah Tomalah Ricky Reddy and the Transferee for the Ballance that might appear Due to them from the Cutters that were returned to this Defendant, and they were to be Answerable to this Defendant for the Ballance that might appear Due to him from the Cutters which they kept which Accounts were to be Stated and Adjusted by Gravedollo Reddy and Pavelavanah, to whom the said Parties did Agree to refer the said Matter as well amongst all and Each appear by the Translate of the Agreement Signed by this Defendant on that Occasion Annexed to the said Bill of Complaint and also by the Agreement Signed by the Transferee for himself and the said Cobalor Vencanah and Tomalah Ricky Reddy as the said Cobalor Vencanah and Tomalah Ricky Reddy and the Transferee Respectively were Indebted to them in Ballance of Account But more Particularly as this Defendant is firmly of Opinion that Each of his being Indebted

Subscribed to them on oath in open and publick Court of Equity
Agreements that they will be Conclusively subscribed to by the
Defendant further Answering Saith that the Answer and
hopes it will be by what is herein before set forth appear that the
Answer thereto to the said Bill of Complaint is false and feigned
Answer merely to perplex and Delay this Defendant and that the
Complainants Action is Unjust and without foundation and
Defendants being Arrested and Imprisoned at the Instance of
the Oath of the Complainant who took upon himself to swear that
Defendant was Indebted to him in a larger sum than that for which
he was taken the Answer he Could not know any thing about it and
Insists and prays as Right and Honourable to be Relieved in
it appear by the Schedule of the very Agreement that the Complt
has thereto to the said Bill that many Pleas are Covenants in the
of Accounts as aforesaid as aforesaid unto this Defendant Comes of
Record at the Sitting of the said Accounts and that the said
improperly stated without them but unto answer to the Complaint
to Motion by any Person Sprung from this Honorable
was Clearly which is against Reason for Motion and
Jurisdiction of this Honorable Court the said Matters
as this Defendant Conceives to be stated and Referred
where those Pleas and where upon Matter and
this Defendant submits to be Advantaged of this Honorable
this Defendant hopes leave to Answer further that as the said
Answer to the said Bill of Complaint the Complainant
he Prayed Over the Bailiffs of the said Royal Burgh
Complainant for a Reasonable Consideration to have
Complainant before the Consistory of the said Burgh
with Letters from to this Honorable Court to Abide
Reasonable Consideration the Complainant will pay
hope when as this Honorable Court be pleased
Thirty One pounds and Thirty Cash when by the
Honourable for Pleas and this Honorable Court

Matters appear to this Defendant is Incumbent that he humbly Prays
this Honorable Court will be Pleased to Compell the said Complainant
to Set forth and Discover fully and Particularly what Combination
he appeared to the Consistory and that he may be Obliged to prove the same

All Which matter and things this Defendant is
Ready and willing to Verify Maintain and prove as this Honorable Court
shall direct and humbly prays to be hence Dismissed with his Reasonable
Costs Charges and Damages in this behalf most Wrongfully Sustained

John Sykes
Attorney for the Defendant

17 October

Know all Men by these Presents that We Charles
Cumbatta Ram Chitty Do hereby
Jointly Severally and Each of us for the whole and in the name of the whole
Obligation to pay John Sykes Notary Public in Edinburgh Attorney
the Sum Eight hundred pounds Sterling Money of Great Britain
Good and Lawful Money of Madras Or Pagodas Current in the Coast of Coromandel
Dargan Bills Negotiable Or Current Gold Mohurs Star
Pagodas Or Gold Mohurs Current in the Coast of Coromandel Dargans
Madras Or Bills Negotiable Or Gold Pagodas Current in the Coast of Coromandel
Coromandel Or Ingots of Gold or Silver Current in the Coast of Coromandel
You have Delivered unto Us Charles Ram Chitty and Cumbatta Ram Chitty
Indebted to you Jointly and Severally Agree to Exhibit and
Prove as shortly as Jointly and Severally Agree to Exhibit and
Prove as Accounts to them and the Ballance to be struck and Discharged
Now the Condition of this Obligation is such that if the above bounden
shall well and truly Pay unto the said John Sykes or his
Executors Administrators or Assigns the full and Just Sum of
Pagodas Current Gold Mohurs Or Bills Negotiable Or Ingots of Gold or Silver

Ancon for what may be Still Due to you, but if it should Appear
there what may be Due to you That then such Our Pla Note
Security as Should at the Time where they are Lodged for
Contract by you with the Said Parties for the Sale of the
Weighing Charges and Cooley Hire as Aforesaid the Said
said Parties Either by weight or Estimation Shall be Delivered
If Different Ready Money is to be paid for what may appear
Due to you Furthermore that we do promise by you Said Agent
that Power Namely Lumar Pillai Gnanyah the Said Agent
Pardaven Annamalai Pandy Pillay Comdi Gnanyah
Pillay Mangalathi Ramanadhy Dayanaden Pillai
engage me the said Hamil Gnanyah any Money that shall
Money on the Sale of Paying it to you the same is hereby to be
said Hamil Gnanyah should Die the Contract shall
That then We are to pay your Ready Money as Said
Voluntarily Grant to you this Our Agreement Obligatory
Consent of Each Party and Witnesses Present

Coombell Rayer

and for Himself and Party

A Tamil Translation of the above as read before the
in the Gentoo Language by Dany Augusta

John Smith
Interpreter

Attorney for

Mayors Court at
Madraspatanam

Tuesday the 22 Day of December
Anno Domini 1778

Present

L.S

John Holland Esquire Mayor
Peter Manitte — Thomas Powney
Reynold Morris — Arthur Cuthbert
Charles Smith — Edward Monckton
and Francis Saunders — Alderman

Between John Smith of Madras
Inhabitant Complainant and Nanneranja
of Vencatagery Inhabitant but at Present
Residing at Madras Defendant

This Cause coming on to be Heard and Debated this
day in the presence of the Attornies on both sides in Reading the Complain-
ants Bill with an Account Current a Translate of an Obligation and
Bill with an Account Current a Translate of an Obligation and
Translate thereof annexed to the Defendants Answer with a Translate of
Transfer thereof annexed to the Pleadings and Proofs taken
an Agreement annexed to the Pleadings and Proofs taken
Attorney and on due Consideration had thereon — the Defendant having
in his Answer denied the Justice of the Complainants Demand and
the Complainant not having Replied thereto nor brought any Proof
in Support of his said Demand This Court doth therefore think
fit to Order and Decree and doth Accordingly Order and Decree that
the Complainants Bill shall stand dismissed with Costs And that the
Contrary of Opinion that the Complainant had not the least
Reasonable for his Demand and which appears to the Court to
be Vexatious and Litigious — This Court doth therefore further
think fit to Order and Decree and doth Accordingly Order and

Decree

Decree that the Complainant shall be Dismissed with Costs to be paid to the Defendant

£ Cur

Court of Appeals at Madraspatanam

Wednesday the 30 October 1771

Between John Smith Madras Inhabitant Appellant and Nanamanja of the same place Respondent

This Cause coming on this Day to be heard & debated before this Court by the Attorneys on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits & the Mayor Court together with the Decree of the said Court in the Cause on Sunday the 22d Day of May Anno Domini Progressu duae Considered and Examined and by the Pleadings and Arguments read & heard on both sides this Court doth think fit to Decree & Order accordingly Order and Decree that the Decree of the Honorable the Mayor Court in this Cause be Confirmed and that the Appellant Petition be dismissed with Costs to be taxed by the Master of this Court

£ Cur

H. Hodges Secretary

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Read and Filed 6th March 1770

To the Honorable the Mayor Court at Madraspatanam

Humbly Complaining Sheweth unto this Honorable Court your Orator George Mackay of Fort Saint George Esq That whereas in or about the Month of September which was in the Year of our Lord One Thousand Seven Hundred and Sixty One your Orator being about to Depart for Europe and being Desirous to make a Provision for the Maintenance of One Elizabeth Johnson During the absence of your Orator and being Possessed of a House in James Street Fort Saint George aforesaid your Orator Deposited the Deeds & Bill of Sale of the said House with Lloyd Ryfolt then of Fort Saint George aforesaid but now of Calcutta Esq with a Letter of Instructions Requesting him that your Orator in Delivering the said Bill of Sale to the said Lloyd Ryfolt in Order that he the said Lloyd Ryfolt should be for the Use of the said Elizabeth Johnson During her Life And in Case of her Death your Orator told them the Rent of the said House might be for the Use of the said Elizabeth Johnson Duering her Life And in Case of her Death your Orator told them the Instructions he would give in his your Orator Instructions to his Attorneys of which he was One what was to be done with the said House whereby your Orator appointed the said Lloyd Ryfolt his Agent for the above particulars And your Orator further Sheweth unto this Honorable Court That the said Lloyd Ryfolt did upon his Departure for Bengal that the said Lloyd Ryfolt did upon his Departure for Bengal Deposit the said Bill of Sale of the said House with his Attorneys or Agents George Stratton and Charles Smith of Fort Saint George aforesaid Esq Executors Respectively the same were is And did also leave the said House with their Direction care & Management And your Orator further Sheweth unto this Honble Court that he hath frequently & in an Amicable manner applied to the said George Stratton and Charles Smith and requested them to Deliver up to your Orator the said Bill of Sale and to grant him an Reference of the said House But now so it is may it Please this Honble Court the said George Stratton and Charles Smith Attorneys & Executors

Wilfully refuse to Comply with such your Orator Just and reasonable Request to be given your Orator any Manner of Satisfaction touching the Premises Tho the Discovery of Same Might Subject them or any of them to Pains Penalties or Forfeitures and Whereas your Orator therefore prays a Genral relief such as the nature of your Orator Case may require and as to your Honorable Court shall appear Agreable to Equity and good Conscience

To the End therefore that the said George Stratton and Charles Smith may upon their Corporal and respective Oaths full true direct and perfect Answer make to all and Singular the matters and things herein before Set forth and Alledged as fully truly and Perfectly as if the same were here again repeated they may be particularly Interrogated and more Especially that they may set forth and Discover whether your Orator did not Depart this Life of date with the said Charles Ryfell in the Ship Aurora bound to Bengal and Whether the said Charles Ryfell did not

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Sale of a House in Samels Street in this Town the Use of which I have given to Elizabeth Johnson During her Life it has been Let Rent since the first of last Month to Christopher Mackhear for Six Months @ 15ˢ Pr Day for 6ᵗʰ Month The Rent will be Due here at my Door and I Expect it will be Paid Enough to Collect and Employ let for a future you will be Paid Enough to Collect and Employ at Interest or otherwise as you may think proper for the said Elizabeth Johnson, In Case of her Death you will receive my Instructions from my Attorneys what is to be Done with the House

We have Accordingly considered of the Matter and of what Mr Russell says to us upon the Subject and we have the Honor to Acquaint your that Mrs Elizabeth Johnson is still Living and resides at Calcutta nor does she Consent to Renounce her right to the Life Rent to the House that Mr Russell Cannot see Justice to her and to the Deed which you did Approve in Case of her Death you shall Immediately be Entitled to the House with the Effects therein Proper for Your Use

We Are

Sir

Your Most Humble Servant

Whereas the Defendants do now allege to this Honorable Court that the Deceased Thomas Rayford in his Life time and at the time of making his Will and Codicil was not an Inhabitant of this Province but was Resident in the Province of Maryland and that the Complainant Elizabeth Rayford is also a Resident in the said Province of Maryland and that the Defendants have not been able to procure the Attendance of the said Complainant to Answer the Bill of Complaint exhibited against them by the said Complainant Elizabeth Rayford

the Expiration of the Assigned Term and this appears therefore
plain Evidence that appears thereon above Suggestion of the Complainant
himself were fact thereon set in his Bill of Complaint that he
intended the Terms of this Provision to continue During the Life
of this absconding Debtor which Suggestion the Complainant by
Law cannot Possibly prove by his own positive Declarations in
Court and Possibly by his own Act and Deed and by Reason
aforesaid Now this being the Authentic Act and Deed of the
Complainant himself these Defendants by Law to refer this Honble Court
this Honble Court whether any further proof can be required
Matter as is set forth in the Complainants Bill or whether
he is obliged to say that he was During on his Departure
Europe in the year One thousand seven Hundred and
Seventy six for the recovery of his Health and for the
Benefit of Pure Air during his Absence for the recovery
Elizabeth Johnson and for Accomplishing the Settlement
settlement upon her During her Life of the Said Estate
be paid into the Hands and under the Management
Report Esq.re and Court for that purpose and these Defendants
further Direction to be had Before this Honble Court and
that the Donations were made by the Complainant himself as
shown is drawn up by the Complainant himself as
Deed signed by him and that the Original is now
of these Defendants and ready to be produced to the
when required Now this being the Authentic Act and Deed
Complainant himself these Defendants by Law to refer
this Honble Court whether any further proof can be required
Complainant's Bill Suggestion and whether these Defendants
Allegation of his having himself of the Assigned Term
the Expiration of the Term by himself Expressly Set
by Affidavit to satisfy this Honble Court which these Defendants
have any other Information than is Alleged by the Complainant
himself proof of Person and Existence more than Seven Years
Existence of these Years and Upwards after the Date
Complainant to the Bill of Complaint to be Sworn to

Matter of Fact, as it is set forth in this Bill of Complaint should
not be Considered as Impertinent Unwarrantable and Unprecedented
and Therefore Dismissed with Double Costs, nor do these Defendants
make any Doubt but that this Honorable Court will regard this their
Plain Representation of the Case as Sufficient to attract every
and any other Suggestion which the Complainant has or can offer
for procuring a Renunciation of the Assigned Terms upon the Expira-
tion of the Limited Term except that the Complainant could offer
but that the whole was his own Voluntary Act and Deed and double
Intended as a Testimony of his regard and Friendship to the Dece
of the same, or that it does and must in the Honble Opinion of this
Defendants Stand good and Valid in Justice and Equity every that
all Chattels Real and Personal may be granted or given without
Deed Except in some Special Cases for which this is not one of them
a Free Gift is good without any Consideration if not to Defraud
Creditors nor can it be Set up as for a Long Term as for Ever not any
Bar, and Exception which these Defendants are Advised to make will
-ding that the Complainant can in Conscience Set up by himself and assigned
Donations made, and which was Drawn up by himself and signed
in Trust to his Friend to whom as well as well as to the Dece
herself, it is Extremely Probable that the true Intention of the Compl
-lainant in the Reputation at that time Intimately known not
Does it mean any Probable that the Intention of the Complainant
could at that time that he would Now have this Honble Court
to Believe Donations during his Absence Especially upon his going
to Europe as it is very Plain that he had not then Determined
whether he should return to this Country more while
Possible that it might not be on his Power so to Do from Death and
other Unavoidable Accidents and then in the Event of his not returning
at all these Defendants do humbly Suppose the gift or not of the Estate
was Drawn round to the Complainant which Case none to Suppose
to be his Intention, and if it should be Alleged that an Absence
in Reflection may exist that these have Occurred to the Complainant

these

Complainant these Defendants are still left to Guess what Sum or
to Swear by them for this Delaying the Present Demand & thereby
Intention that the Premises should Remain to them or his Assigns
upon Pay of three Years after that Term and Mr Johnson still Enjoys
the Rent

All which Matters and things these Defendants
are ready and Willing to Verify wherefore and forasmuch as this
Court shall Direct and Humbly Pray to be hence Dismissed with
their Reasonable Costs and Charges in the Behalf most wrongfully
sustained

Geo: Bratton
Charles Smith
Attorneys for Chas: Russell

Sworn to before me
Tenn[t] Gradon
Mayor

Sworn to by the Defendant George Bratton
before me
Reynold. Evans
Alderman

Chas. Russell

Filed and Set
8th January 1773

The Amended Replication of
Charles Russell Esq[r] the
Complt to the Answer of George Bratton and
Charles Smith Defts to the
Complaint Esq[r]

This Replyant now and at all times hereafter saving and
reserving unto himself all and all Manner of Benefit and
Advantage of Exception to the many Manifold Errors Uncertainties
Insufficiencies and Imperfections in the said Answer contained
Replyant for Amendment saith that he will aver and
rely upon the Bill of Complaint and all and Singular the

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Matters and things therein Set forth and Charged as by the same
is the said Answer made are and ought to be adjudged and that the said Answer
are Insufficient and thereby Defendants and Replyant further Saith that
is very Uncertain and Evasive. And this Replyant further Saith that
this he does by no means Admit that the Matter of this Cause can or
this he does by no means Admit that the Matter of this Cause can or
in any Shape Depend on any Gift or Donation as in the Defendants
in their said Answer Alledged but Insists to Elizabeth Johnson in his
in their said Answer Alledged but Insists to Elizabeth Johnson in his
Lawfully Wrote The Replyant Saith that the Condition in which
the said Answer or the Power mentioned by the Defendants in
their said Answer Ought by no means Affect the this Replyants Right
their said Answer Ought by no means Affect the this Replyants Right
Mortgagor Assignee his own property This Replyant further
Saith that some time after the return from England to this place here
long after he the said Plaintiff George Bratton had the Bill of Sale
did apply to the Defendant George Bratton had the Bill of Sale
of the said Negroes to inquire Replyant of the said Power that
Denied for Answer that he did not Receive whether the said Bill
Replyant had left the said Bill of Sale with his Attorneys or what
if he did it must be among some other Papers that were in the
Possession of the other Defendant Charles Smith whereupon this

Replyant

Complainant that the Defendants are still left to Guess what Sum or
to Offer by them for the Delaying the Present Demand & thereby
the Intention that the Premises should Remain to them on the Return
upon the Day of three Years after that Event and the Rent
the Rent

All which Matters and things the Defendants
are ready and Willing to Verify maintain and prove as this Hon
Court shall Direct and Humbly Pray to be hence Dismissed with
their Reasonable Costs and Charges in this Behalf most wrongfully
sustained

Geo: Bratton
Charles Smith
Attorneys to Lord Rofs

Sworn to before me
Tenant Jordan
Mayor

Sworn to by the Defendant George Bratton
before me
Reynold. Evans
Alderman

Filed and Served
2d January 1771

The Amended Replication of the
Right Honble Richard Earl of the
Right Honble Barons of Exchequer
Charles Smith of the same place Esq

The Said Replicant now and at all times hereafter saving and reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Manifold Errors Uncertainties and Insufficiencies in the said Answer contained for Replication thereunto Saith that he will aver and prove his said Bill of Complaint to be true certain and sufficient in the Law to be answered unto and that the said Answer of the said Defendant George Bratton is very Insufficient and Imperfect in many Material Points and Circumstances and humbly Prays as in and by his said Bill he hath already Prayed

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in the Law to be Answered unto and that Manner & Form as the same
are therein and thereby set forth and alleged and that the said Answer
and Plea thereby set forth and alleged and that he this Replicant is
ready and Desirous to hear this Replicant further saith that
he does by no means Admit that the Grant of the Lease can or
the he does by no means Admit that the Grant of the Lease can or
ought to Depend on any Gift or Donation which the Defendant
in any Shape Depend on any Gift or Donation which the Defendant
or any Person and Answer Allege he made to Elizabeth Hanson in his
in their said Answer Allege he made to Elizabeth Hanson in his
Replicant said Bill of Complaint and in the said Answer mentioned
Replicant said Bill of Complaint and in the said Answer mentioned
Court made on the Right which Mr Lord Rofs he or which he
the Defendants as his Attorneys or Agents have to keep Possession of
the Defendants as his Attorneys or Agents have to keep Possession of
the Title Deeds of the Premises in Question and of the Terms which he
the Title Deeds of the Premises in Question and of the Terms which he
unbutther he or they has or have such right and by Virtue of the
unbutther he or they has or have such right and by Virtue of the
Memorandum or Letter of Instructions which this Replicant left
Memorandum or Letter of Instructions which this Replicant left
with the said Lord Rofs as his Attorney or Agent upon his
with the said Lord Rofs as his Attorney or Agent upon his
Departure for Europe the Year One Thousand Seven Hundred
Departure for Europe the Year One Thousand Seven Hundred
and Sixty one and Consequently that great part of what the Defendants
and Sixty one and Consequently that great part of what the Defendants
Set forth in their said Answer Does not by any means Answer such
Set forth in their said Answer Does not by any means Answer such
matter or matters in Question Which he this Replicant is Advised to this
matter or matters in Question Which he this Replicant is Advised to this
Honorable Court that his Interrogatories with regard to the said Matters and
Honorable Court that his Interrogatories with regard to the said Matters and
whereas such as the Defendant have taken much Pains to make
whereas such as the Defendant have taken much Pains to make
answer as such as the Defendant have taken much Pains to make
answer as such as the Defendant have taken much Pains to make
them appear to be Pat to enquire he this Replicant will Prove
them appear to be Pat to enquire he this Replicant will Prove
Specially that the Replicant saith that the Condition on which
Specially that the Replicant saith that the Condition on which
should Remove or the Power contained by the Defendant in
should Remove or the Power contained by the Defendant in
their said Answer Pat Remove after he this Replicant Right
their said Answer Pat Remove after he this Replicant Right
Hunter to the Title Deeds Being or to the Care Custody or
Hunter to the Title Deeds Being or to the Care Custody or
Management thereof or Power he ever properly This Replicant further
Management thereof or Power he ever properly This Replicant further
saith that some time after his return from England to this place there
saith that some time after his return from England to this place there
did apply to the Defendant George Bratton about the Bill of Sale
did apply to the Defendant George Bratton about the Bill of Sale
of the said Hanson & enquired Reason of the said Hanson that
of the said Hanson & enquired Reason of the said Hanson that
Denied for Answer that he did not Recollect whether the said Lord
Denied for Answer that he did not Recollect whether the said Lord
Rofs had left the said Bill of Sale with his Attorneys or that
Rofs had left the said Bill of Sale with his Attorneys or that
if he did not recollect the same or other Reason that were the
if he did not recollect the same or other Reason that were the
Replicant

Replicant

Replycant Applied to the said Defendant Charles Smith for the
same who put him off from time to time by telling him that the Order
had the Key of the Door in which the said Claud Russell Power
but that he would Order it to be Examined and let this Replycant have
if the said Bill of Sale was there however this Matter was Delay-
ed the said Bill of Sale was there however this Matter was Delay-
under some pretence or other until the time mentioned in the Defend-
ants Answer when this Replycant made what the Defendant Smith
many Application and to them both but to the said Charles Smith
and that for the reasons before mentioned who then told this Replycant
had found the said Bill of Sale and the Memorandum in this Replycants
had left the said Claud Russell with it whereupon this Replycant
the said Defendant Charles Smith to Write to the said Claud Russell
Assignment therewith the Demand he had made and at the same
to do him in Order to prevent any kind of Dispute and to have
the said Claud Russell no pretence whatsoever for refusing to Deliver
up the said House and Premises that this Replycant began to
making the Demand Exclusive of the Right he had under and by
made at Pleasure any Power he had given the said Claud Russell
by Virtue of the Memorandum or Letter of Authority which he
has as aforementioned was not to Injure the Power for which he
he had Entered the House of the said House but that he should
Valuable in the White Lion and that Spot was Given to the
to this Replycant that thereby of Building another House for
Upper Room and to Satisfy the said Claud Russell whereupon
Report that on the being put in Possession of the said House
Little Ends thereof Howard Clegg himself by an Instrument
properly Drawn up to pay the Fifteen Pounds a Week the
Rent the said House had left for to the said Elizabeth Howard
as she had On that the said Defendant Charles Smith
appeared the said Matter very faithfully to the said Court but
whether he did or not this Replycant doth not know but
happen to be about to have been made the Master of the
until to know what the Sum was himself doth not
to Replycant that from those that were produced

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the Defendant Charles Smith told him that he had got an Answer from
the said Claud Russell and that he doubted but matters might be Easily
Accomodated to the Satisfaction of both parties but as this Replycant talking
again to the said Defendant on the Subject he told him he must Consult
one people about it And instead of the Defendant Accomodating Matters
as this Replycant hoped and had reason to think they would talk from
his own Offer and what the said Defendant Charles Smith had then
on receiving the said Claud Russells Answer as aforementioned but to
the great Surprize Received from the said Defendants the Letter of
the Twenty Eighth of February mentioned and set forth in this and
Answer On which this Replycant Commenced this Action and the
Defendant George Hatton did Sometime afterwards ask him this
Replycant whether he would Stand to what he had done the said
Charles Smith to Write to the said Claud Russell to which this
Replycant Answered that they had acted with as little Candour and
Replycant Answered that they had acted with as little Candour and
towards them as it Would be possible for them to have done and that
Comparison with them but what he was Just and Equitable
he thought was he might be would do what was Just and Equitable
This Replycant therefore submits to this Honorable Court how far the
Sunday Negotiations of the Defendants in their said Answer are
Order if applicable to Convey to this Honble Court as Part of this
being an Unjust Demand and therefore the Allowance or Provision
Injunction should be Continued with the Costs in Equity
he ought for but are Connected with the matters in Question
bound to Answer the same This Replycant Conceives that there
Contained to be Conveyed without undue foreign Hands and
must have been Induced by Way of Bargain and Sale by no means Convey
of this Cause as Do Convey Clear which he by no means Convey
the Defendants in their said Answer say that this Replycant has
thereon and to they are Ready to Come to their Bill of Complaint
that the Contents of his Answer to be Considered Praying
Answer only but that this Replycant hereof may be Immediately

Power

Court But this Replyant Saith that he knows not What the
said Mr Debonaire might Say to the Defendants about the
said Matters or Whether it Appeared clear to them that the
said Matters or Whether it Appeared clear to them that the
Defendants were only Brokers in the said Affair As Set forth by
the Defendants in their said Answer and But Saith that Mr
Debonaire did not Say any of that Matters to this Replyant Mr
Dan this Replyant Saith that the said Mr Debonaire
Did to Every as before Set forth with regard to the said Affair that he
the said Mr Debonaire was Concerned Every such thing or that it
Appeared to him in that light for as Set forth but he does not Suppose
that Mr Debonaire would have Commenced an Application to the
Mayor Court Neither the Defendants nor to Knowledge of the
Property of this Replyants Complaint and the Contents of this
Demand That soon after he had made the said Complaint to the
said Mr Debonaire And was thinking of Filing a Bill of
Complaint in this Honorable Court against the Defendants the
said Defendants Applyed to this Replyant Dubash and Told
him that this Replyant might Receive or Keep back of the said Goods
as he thought were According to the said Patterns And that they
would take the Remainder And pay this Replyant what might
Due to him on the Ballance of all Accounts between them &
this Replyant Found very few of the said Goods according to
the said Patterns But the Cask of them to the Amount of three
hundred and Ninety Seven Pagodas in or about the Month of
August One thousand Seven hundred and Sixty three for
which he has given the Defendants Credit in the Account
Annexed to the said Bill of Complaint among other Goods
which he had before taken as if he had received them at the
same time And According to what the Defendants told him
they would Cost with the Mint Percentage mentioned in the said
Contract Included Which Goods Delivered this Replyant any
particular Account of the Cost of the said Goods as they
Should have done According to the said Contract Notwithstanding
this Replyant Paid them for such an Account & the
Remainder

Precedy this more further Declaration in the same Bill to be made
without farther Notice but Absolutely Contra Confesso by this
This Replycant in Reply unto Saith that it is Acknowledging the
Defendants shall Upon that the has Set forth in his said Bill of
Complaint that he Entered the Town of this Province to Enter
during his Absence only and then as proof of the Contrary
which they would gladly make appear entirely Contrary to that
assertion by saying he Set forth that he was Chosen one Deputy
for Bangor in the year One thousand Seven Hundred and Sixty
Six to make a Provision during his Absence for the Maintenance
of Ann Elizabeth Johnson This Replycant Conceives that
nothing of these Assertions must Clearly appear as there is great
Difference between the Town of this Province Entering during his
absence only and being Chosen Deputy to make a Provision during
This Replycant Saith that tho he mentioned that he Entered
& Chosen Deputy for the Town of Bangor for the purpose
of Chosen Town for the said Elizabeth Johnson Except he
what he really meant by it was that he should have Right of
said Town, And as to the said Clause Relative unto his Going out
only he meant to be during his this Replycant Absence only as he
Set forth in the said Bill of Complaint, but it might have been
for the Life of the said Elizabeth Johnson as he might have died
in his Absence And it would be Improper that this Replycant
meant the said Clause Relative should have the same Construction
as this. Please in Case of his absence to Bangor, as he could not
Care and of Course could manage them himself This Replycant
saith that he was Set particular as to any Contract or Engagement
any thing about his going to Bangor & that as for Set forth
that the said Town or Deputyship should be Under and Subject
this Replycants Inspection Care and Management and the said
Set forth & shew Cause to this Replycant why he Complains that
Clause Relative unto his Going Out as the said Clause
Matter being particular to himself and Concerning

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Instructions relative thereto and also that the said Clause Relative
would have Considered himself as the Agent in which this Replycant
meant to place them in the said Matters and in which his Concerns
he really was placed by the said Instructions Notwithstanding the
Defendants Allegations to the Contrary in their said Answer which
sees that of this Replycants Agent who is at all Times Answerable to the
his Constituents for his Actions and to whom Instructions as for as
they are not Contrary to Law Reason and Justice are at all Times Binding and
Obligatory and Consequently with the will and pleasure of the Constituents for
Life to be Imposed at the will and pleasure of the Constituents for
if it were otherwise no person would be safe in Entrusting the
Management of his Property or Affairs to another as such person
so entrusted might and no Doubt would take Advantage of such
Power and Authority and plead it as a reason for a Defendant of such
property or Entrusted with him This Replycant Conceives that is
the true Light in which the Matters in Question should be Considered
and for them Reasons this Honorable Court will Order of the same
Opinion and Instead of Dismissing the said Bill of Complaint
with Double Costs of Suit as the Defendants in their said
Answer Alledge should be the Case that this Honorable Court will
be Pleased to Decree the Delivering up of the said Bill of Suit
and that this Replycant may be put in Possession of the said
House as prayed for in his said Bill and that the Defendants
for their Interlocutory may be Cast with Double Costs of Suit
And with regard to what the Defendants in their said Answer
Alledge of Charles Rodes Personal being granted or given in Lieu
of Dower Set forth by this Replycant in his said Bill of Complaint
Conceives that these Matters only as made Use of on the
Replycants side that these Matters only as made Use of on the
Part of the Defendants in their Answer Charles Rodes
Servant Came to the House in Question without Charles Rodes
or Personal but a Verbal Assertion Conceives no prior merits
nor Personal but a Verbal Assertion Conceives no prior merits
Title without Deed in Writing duly Executed and Attested
Title without Deed in Writing duly Executed and Attested
according to Law and therefore that no Title Right or Title
can Pass to be Had in the said Elizabeth Johnson

by

by the Memorandum or Letter of Instructions left with the said
Claud Rapsill Consequently that the said Claud Rapsill can by no
Means be Considered as a Trustee for her or otherwise in which she
can right or property, but that the said Claud Rapsill must be
Considered as an Agent for this Replyant only as by memorandum
Charges that the Defendants subscribing unto Mrs Agents of the said Claud
the Defendants subscribing unto Mrs Agents of the said Claud
Rapsill is Illegal and Unwarrantable and such as they can by no
means Justify Further this Replyant Conceives that one person
or Creditor to another that he has Power such attorney or made over
a Gift cannot be good or binding without absolute proof that the
same Deed or Gift made and then it must be in such attorney
such Means are Proved and Warranted by Law and this
Replyant Conceives and Humbly hopes it will clearly appear to
Honorable Court from what is known before set forth that the
Replyant has both Law and Equity on his Side and that the
Defendants Evidence Allegations and Evidence in their
Answer are Unjust and Unwarrantable and ought to
be set aside the Defendants in their said Answer Alledged
what the Defendants in their said Answer Alledge about
of this Replyant not returning to Exeter and of their supposing
that the Gift Deed of the Premises in Question would never be
known unto the Replyant and of no Service to the Defendants
at the time began the said Claud Rapsill the said Power
or Letter of Instructions have Caused to the Replyant the
Defendants are a little Left to Guess what reason can be
have Replyant for his Delaying this present Demand for
Reply thereto this Replyant can be short to Answer
would or could Produce Evidence to prove if she did not
to Exeter or not of the Premises or to the return of the Deed
Replyant the Evidence that ought to be

House in Question or to the Title Deeds thereof as his right and
Property thereunto do thereto must have Continued thereunto in Her
Possession they Were ever the Length of time the Defendants to have
much Notice of Affect he might thereto as it is the same one Year more
time as another That this Replyant did as he has before set forth
make frequent Applications to the Defendants and particularly
the Defendant Charles Smith for the reasons before set forth long
before he Commenced his Action against them which Action he
would have been glad to have Avoided if the Defendants
Restitution of the property without it, and as he now Pursues
the Defendants as they Pretend still to Keep and Detain
Replyant with this appears to him Extremely Obscure and quite foreign to
the matter in Question and that no reason should be alledged to or Complained
of the matters in Question and that no matters in Pleadings or Proceedings
Honorable Court is Expected in Pleadings or Proceedings
of the nature of and proper to be mentioned in pleadings or Proceedings
of this nature this Replyant is advised to humbly the Defendants Bill
Answer and Evidence as improper to be Struck out Expunged
and Evidence if it is and good or proper to be Struck out Expunged
and Evidence if it is and good or proper to be Struck out Expunged
Answer and Evidence and Humbly Hopes and Prays that the same may
Struck out Expunged and Evidence and Humbly Hopes and Prays that the same may
and that the Honorable Court will be Pleased to Order the same to be
and that the Honorable Court will be Pleased to Order the same to be
Expunged accordingly And this Replyant Lastly Saith that in the
Expunged accordingly And this Replyant Lastly Saith that in the
said Answer other Matters or things set forth or Alledged in the said
said Answer other Matters or things set forth or Alledged in the said
Replyant has not particularly Replyed to
Answer and to which this Replyant has not particularly Replyed to
this Replyant is advised that it is not Material or necessary
this Replyant is advised that it is not Material or necessary
for this Replyant to make any
further or other Reply thereto

All which matters and things this Replyant is
ready and Willing to Aver maintain and Prove as this Honorable Court
shall direct and Humbly pray may be decreed by this said Bill of
Complaint to be taken as true and Prayed

John Sykes
Attorney for the Replyant

(376)

Read & Filed
12th February 1754

The Rejoinder of George Strahan
Charles Smith & Ferdinand George Esqrs
the Replication of George Mackay also of
Saint George Esquire

The Defendants now and at all times hereafter saving
& reserving to themselves all & all manner of Benefit of Exception
to the many Errors Uncertainties Imperfections and Insufficiencies
in the Complainants said Replication Contained for Rejoinder
in the Complainants said Replication Contained for Rejoinder
they the said Defendants Say that they still Insist upon and Persist
in the Matters & Things Contained in their Defendants
former Plea & Answer as Sufficient in the Law to Support
such manner & form as the same are therein & thereby
alledged and that the said Replication is very Uncertain
insufficient for their Defendants to make any further
answer thereunto & their Defendants further say & answer
& Say that they have already answered & will Aver and
Maintain that they have already answered fully & sufficiently
all & every thing & things therein Contained to the best
of their Knowledge & Information as they & every of them are
advised & believe

All which matters & things this
Defendants are ready & willing to verify & maintain & prove
this Honorable Court shall direct and Most Humbly pray
by their said Answer they have already Prayed

[illegible]

(377)

195

Port Royal 5th September 1761

To Mr Claud Rydell

Dear Sir

Herewith deliver you a Bill of Sale of Slaves
in James Stratton this Town Shave of which Shave gave to
Elizabeth Johnson during her life & then to at Least seven the
first of last Month to Christopher McLaren for five Months @ 15
Pistoles p Month this Rent and whatever money falls for subsistence
You will be kind enough to collect & Comply at Lakenot or other
Lawes of her Death you will see in my Instructions to my
Attorney what is to be Done with the Young Slaves likewise left
with her a Set of Cattle furniture &c which Shave gave her
In the Garden which Shave & you Slave allso Shave named
Diana with his Wife and her Children Shave left the Man that
of him and his family you will find him a very useful fellow.

Shave with you also another Slave named Bob Sailor
been with me along time and is a very good boy when George
Stratton come if the Boy is willing to Leave with him you may
let him have him otherwise keep him yourself but the Boy
is better to be sold now than away as it is possible I may want
him myself again May you would be kind enough to
Recommend my Butler Lewis to Mr Stratton as a good Master
worthy Mr Falls takes him when he comes he has lived with me
many years and I know him to be an Excellent Servant and
a very honest good fellow

Shave also come Drums belonging to the Party that
was with Major Preston at Saguen but have many

Cavalry

finally carried till perhaps you get 10,000 if you find it any way
there pray be and charge my Account with the same Pounds or
Eight for yourself and Bonnivar Have given you a list of your
things that were sent me from Europe last year by Mr Jardine
the good Captain Sandilands they are in a Cask with Iron Hoops
come to hand you may Either take them for yourself or Export
them giving my Account Credit for their Amount London
Could but I shall have the pleasure of hearing from you shortly
England Direct to me at the Jamaica Coffee house Wishing you
Sincerely health and Prosperity Jam

Dear Sir

Your Most Obedt and Obl

Servt

George Mackay

Mayors Court at
Madraspatanam

Thursday the 2d Day of
June Annoq 1785

Present

John Holland Esqr Mayor
Edward Stracey — and Thomas Hunter
Aldermen

Between George Mackay
Junr Esqr Complainant
and Charles Smith Esqr
Attorney to Lord Macleod
Defendant

Recd

This Cause coming on to be Heard and Debated this
Day in the Presence of the Attorneys on both Sides Considering the Compt
=aints Bill, The Defendants Answer, The Replication The Agreem
=ents Bill, The Defendants Answer, The Replication The Agreem
=ent Exhibited on Behalf of the Defendants, On hearing the Pleadings
made thereof by the Attorneys and on due Consideration had thereon It
Appearing to the Court that Lord Macleod was not appointed by
the Complainant as Trustee to Elizabeth Johnson but was only
Appointed by the Complainant as an Agent to Receive the Rent &
Profits of the Farms in Question for the Use of the said Elizabeth
Johnson during his the Complainants Pleasure — The Court are
therefore of Opinion that the Defendant as Attorney to the said Lord
Macleod have no Right or Power to keep Possession of the said Farms
or the Title Deeds thereof contrary to the Will and Pleasure of the
Complainant — This Court doth therefore think fit to Order and
Decree and do accordingly Order and Decree that the Defendants
Shall Deliver to the Complainant the Title Deeds of the said Farms
and do also put the Complainant in Possession of the said Farms
and do also pay the Complainant his Costs of this Suit
that the Defendants shall pay all Costs of this Suit

per Curr

Court of Appeals
at
Madraspatanam

Wednesday the 26 October 1791

Between George Shatton and Charles Smith
of Fort Saint George Esqrs Attorneys or Agents to
Lord Macleod late of Madras but at present of
Calcutta in the Kingdom of Bengal Esqr Appellants
and George Mackay of Fort Saint George Esqr
Respondent

This Cause coming on this day to be Heard and Debated before
the

this Court by the Attorneys on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Hon'ble Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 4th Day of June Anno Domini 1771 and upon due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments used by the Attorneys on both Sides This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree That so much of the said Decree of the Hon'ble the Mayors Court as is hereinafter Expressed be affirmed That is to say That the Appellants shall account back unto the Respondent all and every the Sum and Sums prayed for in the Respondents Bill of Complaint filed in this Cause in the Hon'ble the Mayors Court and that the Appellants shall pay the Costs of Suit in both Courts But with respect to that part of the Decree of the Hon'ble the Mayors Court whereby it is Ordered and Decreed that the Defendants shall past the Complainant for Property of the Houses in Question this Court doth think fit to Order and Decree that the same be vacated and set aside leaving it in the discretion of this Court to leave the right to the said Property and Occupation of the said House and to the Rents thereof as the same stood previous to the Decree of the said Court of the 4th day of June 1771 being the Day on which the said Decree of the said Court was delivered into the Charge of the Sheriff by the Respondent for the purpose Expressed in the Exhibit No 1 part of the Defendants Evidence only the Clause giving the said Appellants incurring the said Exhibit and Costs of Suit to the Respondent this Right of receiving all arrears of Rent granted unto the Appellants by virtue of the said Exhibit

Per Curiam

H. Hobart Clerk

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Read and filed
20th March 1772

To the Honorable the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court your Orator William Clark of Madras Inhabitant that Whereas Gregory Chitty Swamy of the same Place Inhabitant Aforesaid unto your Orator on the 5th and just Sum of One Hundred and fifteen Pagodas currant money of Madras arising upon an Account Current which Account Current and Vouchers thereof is hereunto annexed for the Inspection of this Honorable Court and which your Orator prays may be admitted as part of this your Orators Bill of Complaint which Sum of One Hundred and fifteen Pagodas after the rate of Eight Shillings for every Pagoda will Amount to the Sum of Sixty five Pounds Sterling Money of Great Britain which are Justly due and owing unto your Orator by Ellah Moodeen Rutnah of Madras Merchant Deceased which Account may be admitted as part of this your Orators Bill of Complaint your Orator further Sheweth unto this Honble Court that he hath frequently and in a most Amicable manner applied to the said Gregory Chitty Swamy of the said Sum of One Hundred and fifteen Pagodas. But now So it is may it please this Honorable Court that the said Gregory Chitty Swamy absolutely & wilfully refuses to give your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Commit Writ and to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Gregory Chitty Swamy may upon his Corporal Oath true direct and Perfect Answer make to all and Singular the Matter and things herein before set forth and determined as fully truly Perfectly and Effectually to all intents & purposes as if the same were here again repeated and he may be Decreed to pay unto your Orator the Sum of

Law

Sum of One Hundred and fifteen Pagodas with all such Interest as may
be due thereon from the time also all Costs of this Suit

May it please this Honorable Court to Grant
the said Gregory Chetty Summary to be Summoned and required by the
Sheriff of Fort Saint George Dewan of Madrapatnam and District
Peremptorily to be and appear before this Honble Court at a certain hour
and place to be by this Honorable Court prefixed and appointed then
and there to abide and abide by such Order and Decree therein as
this Honorable Court shall seem meet

Per Pattle
Attorney for the Complainant

Dr Gregory Chetty Summary on the 1st Part with Ellis Moodu Kistnah &c

1769				1769		
August	To 20 Pieces of Chintz @ 25 ℔ Piece	100			By 3 Palky Covers @ 5 Pagodas ℔ Doll	15
	To 10 Palampores @ 10	100				115
	Pagodas ℔ Cash	30			By Balance Due	185
	Pagodas 130				Pagodas	300

Fort St George 16th March 1770

Errors Excepted

(Signature illegible)

198

Know all Men by these Presents that I Ellis Moodu Kistnah of Madras Merchant for a Valuable Consideration
Received in hand of William Clark of the same place Inhabitant Do Hereby
assign and Deliver unto the said William Clark to his own proper use
without any Account to be given for the same the Sum of One Hundred
and fifteen Pagodas and all other Sum and Sums of Money or more
remaining Due and Payable upon or by Virtue of the above Account Current
and all my right title Interest and Demand in and to the same and
do give and grant unto the said William Clark full Power and
Authority to Demand and receive the same to his own proper use
and upon Receipt thereof and Title I the said Ellis Moodu Kistnah do
hereby Covenant and agree to and with the said William Clark that
the said Sum of One Hundred and fifteen Pagodas is justly Due &
owing that I have not received the same or any Part thereof &c
Witness whereof I have hereunto Set my Hand in Fort Saint George
this fourteenth Day of March in the Year of our Lord One thousand
Seven Hundred and Seventy

Signed in the Presence of

Read and filed
22 May 1770

The Answer of Gregory Chetty Summary
of Madras Inhabitant Defendant to the
Bill of Complaint of William Clark late of
the same place Inhabitant Complainant

This Defendant now and at all times hereafter saving
and reserving to himself all manner of Benefit and Advantage of
Exception to the many Errors Uncertainties and Insufficiencies in

in the said Complainants Bill of Complaint Contained for Answer
thereunto or unto so much thereof as this Defendant is advised is
Material for him to make Answer unto, He this Defendant Answers
and Saith that he Denies being Indebted unto the said Complainant
as in and by the said Bill of Complaint is Suggested by Virtue
of the Said Indenture of Lease and Release bearing Date the
Complainant in his Bill of Complaint has admitted he has received
Complainant in the Sum of One Hundred and Seven Pounds
from this Defendant did give to the Transferee Mr. Mathew Ritchie
the Power of Attorney Mentioned in the Said Written Agreement
the Power of Attorney Mentioned in the Said Written Agreement
Defendant Promised to pay to the said Transferee the Half of the
of One Hundred and Seven Pounds in Money and the other Half in
Europe Goods which Agreement was approved of and accepted by the
Transferee this Defendant further saith that he always was and
Ready and willing to Stand to and Abide by the said Agreement
Conducted and agreed to by the said Parties This Defendant further
that the Complainant had no right to Commence an Action in this
Honorable Court against him on the Balance of the Account Current
as the aforesaid Agreement is of a Later Date and Doth not
Answer ought to have Ground his Action This Defendant further
Saith that the aforesaid Written Agreement as mentioned in the
aforesaid Complainant, or in that of the said Transferee Mr. Ritchie
Instant and humbly prays that the Complainant may be
to produce the same for the Inspection of this Honorable Court

All which matters and things this Defendant is
ready and Desirous to Verify maintain and Prove as this Honorable
Court Directs and humbly prays to be hence Dismissed with his
Costs and Charges in this behalf most wrongfully Sustained

Sworn to by the Defendant before
me this 21st Day of May 1770

James Duane
Mayor

Daniel Shaw
Attorney for the Defendant

Read and filed
10th July 1770

(3)

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The Replication of William Clark of
Mulvey Subscribed Complainant to the
Answer of Gregory Shilly Lawyer of the
Plow Subscribed Defendant

This Replicant saving and Reserving to himself all and all Manner of Benefit and Advantage of
Exception to the many Errors and the manifold Imperfections
Insufficiencies in the said Answer contained for Replication thereunto
saith that he will aver and Justify maintain and Prove his Bill of Complaint
and Account Current thereto annexed to be true certain true and Sufficient
in the Law to be answered unto and that the Answer of the said Defendant
is very uncertain and insufficient in the Law for this Replicant
to Reply unto Nevertheless all Advantage and Benefit of Exception to the
Replicant said and naming This Replicant saith that the Defendant
doth partly and truly Admit and Acknowledge that this Replicant the Sum
just Sum of One Hundred & Seven Pounds being the Balance of the
Aforesaid past Account Current Stated between the Defendant and the
Transferee unto the Replicant in his Bill of Complaint Defendant
unto this Replicant This Replicant Admits the Execution of the
Agreement mentioned in the Defendants Answer before unto the
Power of Samuel Bayley Esqr Amounting to Eight One
Hundred and Seven Pounds Half of which said Sum of One Hundred
and Seven Pounds was to be paid in Money unto Defendant Duane
and the other Half in Europe Goods but the Europe Goods were to
be Equal in Fineness and Goodness as he Should Give to his other
Creditors in Default of which the said Arbitrary Agreement was to be
rendered Void and the Transferee at Liberty to take such Steps
as he Should for the Recovery of the said Sum of One Hundred and
Seven Pounds either by the said Agreement or otherwise by the
the further Sum of Eight Pounds being part of the 30 Pounds

Stands by the Defendant which makes just the sum of One Hundred and fifteen Pounds the Amount the Defendant is and Hundred and fifteen Pounds the Amount the Defendant is and for this being as far as to this Replycant Knowledge the Intent meaning of the Conditions of the said Agreement which Defendant was always ready to stand and abide by the said as is set forth and pretended by him in his said Answer but denies after the Transfer had unto the Condition of the said Agreement frequently and earnestly requested of the Defendant to perform the Conditions mentioned therein to the Defendant to the Defendant should pay to the Transferr a Quantity of Europe Goods and Goods at this other Collateral mentioned, and in lieu of the Defendants delaying the Payment of the Money and as aforesaid & the time limited being elapsed & long before the terms and Conditions inserted in the said Agreement the Transferr also did be unwilling then but would grant to the said Defendant his said other Collateral and Notwithstanding the Transferr had Leave this also recommended to the Defendant Consequences which may attend a breach of the Condition of Agreement yet the Defendant shall put the Transferr off from Day to Day from the Payment and Delivery of the Money and Goods mentioned in the said Agreement and unjust faithless manner and Negligence of the Defendant in the said Agreement Mentioned and the Complainant hath Cause to fear that the same Cause in taking such steps as the said Defendant to recover his Money and Goods which the Complainant hath and Bill of Complaint and Defendant this Replycant and to which this Replycant is advised the Defendant right to Compensation as to him appeared

Read and Filed
21st August 1770

The Replycation of Joseph Chitty Lunacy of Milton in the said Defendant to the Replication of William Clark also of the same place Inhabitant Complainant

This Defendant reserving at all times hereafter saving and reserving to himself all manner of Benefit and Advantage of Exception to the Insufficiency of the said Replication for Replication saith that the Defendant his said Answer is true certain and sufficient in the Law to be Replied unto and saith as he this Answer he hath already said and doth and will aver and maintain all and every thing and things therein to be true and certain in such manner as therein is alleged and saith that the said Replication of the said Complainant is uncertain and insufficient in the Law to be Replied unto by the said Defendant for Divers Reasons and Imperfections therein Contained. And this Defendant further saith that he is not advised unto the said Replication for the Cause of One Hundred and Fifteen Pounds is Improperly set forth and stated by the Replicant in the Account

Exam

Mayor's Court
Mantua Portanum

Tuesday the 6th Day of June
Anno Domini 1797

Present

Sir John Stelland Esquire Mayor
Peter Hamilton — Thomas Powney and
Francis Hudson — Aldermen

Between William Clark of Mantua
Inhabitant Complainant and Gregory Clitty
Swanney of the same Place Inhabitant
Defendant

This Cause coming on to be heard and Debated this
Day in the presence of the Attorney for the Defendant on Reading
the Complainants Bill with an Account Current and Transfer
therein mentioned, the Defendant Answer the Replication Sur-
Rejoinder, & hearing the Pleadings made thereto and due
Proof, & hearing the Witnesses Appearing to this Court that the
Consideration in the said Account and Bill mentioned
Complainant hath not Ordered any Costs in Support of his
Demand — This Court doth therefore think fit to Order and
Decree and doth accordingly Order and Decree, that the Complain-
ant's Bill shall stand Dismissed with Costs
and Bill shall stand Dismissed with Costs

Per Curia

100

Court of Appeals
at
Madraspatnam

Thursday the 31st October

Between William Clark of Madras
Inhabitant Appellant and Joyner
Swamy of the same place Inhabitant
Respondent

This Cause coming on this day to be heard before this Court by the Attorneys on both Sides upon the Petition of Appeal & Answer and the several Exhibits & Proofs taken in the Mayors Court together with the Proceedings of the said Court upon the Cause &

Court But this Replyant Saith that he knows not What the
said Mr Debonaire might Say to the Defendants about the
said Matters or Whether it Appeared or not to them that the
said Matters in the said Affair &c Set forth by
Defendants were only Pretence in the said Affair &c Set forth by
the Defendants in their said Answer and But Saith that Mr
Debonaire did not Say any thing of that Nature to this Replyant Nor
Does this Replyant Imagine from what the said Mr Debonaire
Did declare as before Set forth with regard to the said Affair that he
the said Mr Debonaire was Ignorant of any such thing or that it
Appeared to him in that Light for as it does not Appear
that Mr Debonaire would have entertained an Application to the
Mayor Court Neither the Defendants can or are Sensible of the
Impropriety of this Replyants Complaint and the Justness of his
Demand But after the said made the said Complaint to the
said Mr Debonaire And was thinking of Filing a Bill
Complaint in the Honorable Court against the Defendants this
said Defendants Applyed to this Replyants Husband and told
him that this Replyant might Receive or Keep such of the said Goods
as he thought were According to the said Pattern And that they
would take the Remainder And pay this Replyant what might
be due to him on the Ballance of all Accounts between them &
this Replyant Found very few of the said Goods according to
the said Pattern But the Cask of them to the Amount of Above
hundred and Ninety Seven Pagodas in or about the Month of
August One thousand Seven hundred and Sixty three for
which he has given the Defendants Credit in the Account
Annexed to the said Bill of Complaint among other Goods
which he had before taking as if he had received them at the
time and time And According to what the Defendants told them
they really Cost with the Mint Charges mentioned in the said
Contract Included tho they never Delivered this Replyant any
Particular Account of the Cost of the said Goods as they
Should have done according to the said Contract Notwithstanding
this Replyant Paid them for such an Account & the

Remainder

to Court Howard Thompson Pillah and Chinnatamby Mooto
summoned and required by the Sheriff of Fort Saint George
Madrapatnam and the District thereof personally to
appear before this Honorable Court at a certain time to be
by this Honorable Court Prefixed and Appointed then and
Answer the 9th Plaintiffs Bill of Complaint and further
to be Addicted by such Order and Decree therein as to the
Court shall seem meet —

Daniel Shaw
Attorney for the Compl

Cause

	1st	2d	
			1 760 00
			119 1/2
			Carried Over
	15	15	15 760 00

Defendants Name

Defendants Residence

Defendants Trade or Employment

Date of Writ

Sum Sued for

Plaintiffs Name

Plaintiffs Residence

Plaintiffs Trade or Employment

Date of Writ

Sum Sued for

Plaintiffs Name

Plaintiffs Residence

Plaintiffs Trade or Employment

Date of Writ

Sum Sued for

Plaintiffs Name

Plaintiffs Residence

Plaintiffs Trade or Employment

Date of Writ

Sum Sued for

(104)

Rule and Bill
March 18th 1771

Wm. Mason of Nunapatna Pilot and
Ebenezer Lumley Mariner of Madras late
Defendants to the Bill of Complaint
Gregorio Aga Peary Calender of the same
Merchant Complainant

These Defendants now and at all times hereafter
saving to themselves all Manner of Benefit and Advantage of
to the same by Exception to the Insufficiency and Imperfections of the
Complainants Bill of Complaint Contained for Answer thereto
or unto so much thereof as these Defendants are Advised is Mate-
rial for them to make Answer unto they Answer and
Say they are not Indebted to the Complainant as the same
hereby is and Pagodas and have paid
or caused or Money whatsoever unto them for
or on account to have from the Complainant either or
which he has Said they for or Otherwise but these Defendants
Acknowledge to have become Security to the Complainant
the sum of One hundred and forty four Pagodas which
Lumley from One Mr Elliot who at that time
Person for the Defendants Debt As these Defendants
that the said Lumley did Agree with these Defendants
three Eighteen Months time to pay the said
Forty four Pagodas and also to procure and
Payments which these Defendants were ready and
Comply with and Did as Offer to make it appear
Court that these Defendants have on their part
Agreement they by Leave to Aver that
Petition was presented on the
Year One thousand seven hundred and

(105)

Seven hundred and Seventy pay to the said Complainant the Sum of
Thirty seven Pagodas in part payment of the said Debt and after
Expiration of Two Months from the said Second Day of June
these Defendants did offer to pay to the said Complainant the sum of
Fifty Pagodas more on Account of the Defended Debt which the
said Complainant refused accepting of and Insisted on having the whole Amount of the
Bond paid off which was directly contrary to the true intent and
Meaning of the Agreement made between the said Complainant and
these Defendants and these Defendants further say that before the
Bond now in Question was Executed the said Complainant did Promise
and Agree to and with these Defendants that he would Receive the
Amount of the said Bond at three Different payments that is to say
One third part thereof at the End of every six Months from the
day of the Date of the said Bond until full payment should be
made to the said Complainant and not to the Complainant Notwith-
standing the said Bond was made in the Name of the Complainant
And these Defendants further say that when they were Informed
of the Nature and Conditions of the before mentioned Bond they refused
to Sign it Because the Complainants Name was Inserted in the
said Bond as the Name of the said Complainant and the Conditions
of payment were stipulated to Them contrary to those for which
Reason these Defendants Objected to Sign the said Bond but the
the said Complainant did Promise and Agree to Allow these Defendants
Eighteen Months time to pay the Amount of the said Bond
and that the same should be performed at three Different payments as here
before mentioned and the Defendants further say that these Defendants Did not to prove to the
Satisfaction of this Honorable Court or Else these Defendants
say that the Term of Eighteen Months is not yet Expired since the
Bond now in Question was given and that these Defendants made and
the first payment and Ready to do so with the Second and last pay-
ment when they humbly Conceive that the Complainant
Cause of Action against these Defendants Ought to be

The Defendants Answer Exceptions is not yet become due and the
Payment thereof by these Defendants to the said Complt
Purchase of the Estate Mortgaged which they stand to accept of the
said Agreement were made between the said Complt Lessee and the
Defendants whereby the Purchase of the Estate Mortgaged was
other Consideration of this Honorable Court shew fair they
fulfill their part of the Agreement & Covenants and how
to and with the rents & profits of the Premises as shall appear to
Court Agreeable to Equity and good Conscience

All which matters and things these Defs
are ready & willing to verify maintain and prove as this
Court shall direct and humbly pray to be hence dismiss
their reasonable Costs and Charges in this behalf most
Lashwood

Mr Hacombe

Attorney for the Defts

10th April 1771

The Amended Replication
Jones Esqr Barry Calder & Mc
Merchant Complainant to the Exc
Exceptions Pillans and Rhind
Esqrs Defendants Exceptions

This Replicant saving to himself all Benefit
Exceptions to the Defendants Answer for Replic
Answer to the said Defendants Answer Replicant
his Bill of Complaint already and doth still persist
Answer to be good certain and sufficient in the Law
made in such manner as the same are therein and
Replicant and the said Defendants

insufficient in the Law to be by this Replicant further Answered unto for
Manifest Imperfections and Uncertainties therein Contained the Benefit
of Exception whereunto being now and at all times saved to this
Replicant This Replicant for further Replication saith he doth admit
that the said Defendants stand justly and truly indebted to him
in the full and just Sum of One Hundred and Nineteen Pounds
and four Pennys as already set forth and stated by this Replicant in
said Bill of Complaint and the Account Current thereunto Annexed
this Replicant further saith that notwithstanding Promise Undertaking
might have made to the said Defendants at Pella and by many
Days this Replicants Attorney at Law did the allegations of the
said Defendants relative thereto are Untrue and Incorrect for
as they the said Defendants did for valuable Consideration execute
a Bygone Number into a Bond bearing date the thirteenth Day
of December in the Year One thousand Seven Hundred and
Sixty three wherein they Bound themselves Jointly & Severally
to pay to this Replicant the Just and Just Sum of One Hundred
and forty three Pounds six two Different payments the last of which
were to be paid on or before the Term of twelve Mths after the date
thereof which Bond hath for some time been Expired and the
said Defendants did on the twenty fifth Day of June One thousand Seven
Hundred and Sixty four pay the Sum of Thirty seven Pounds
which Sum is carried to the Credit of the said Defendants in the
Account Current Annexed to this Replicants Bill of Complaint
This Replicant with Submission Conscience that the said Defendants
are in Justice Bound to pay him the Sum Just for Sum One
Hundred and Nineteen Pounds and four Pennys and in the
Petition of the Premises and Interest Due and Owing thereupon
Notwithstanding the Promises and Covenants by the said Defendants
to be performed

(408)

All which matters and things this Appellant
is ready to aver and prove as this Honorable Court shall direct
and humbly prays as in and by his said Bill he hath already prayed

Daniel Shaw
Attorney for the Appellant

Mayors Court at Madrasapatanam } Tuesday the 2d Day of July Anno Domini 1771

Present

Jabez Hetland Esqr. Mayor

Reynold Rawes — Esqrs Aldermen
and George Smith — } Aldermen

Between Appellant and Respondent

Upon reading the Petition of Appeal and Answer and the several Exhibits of the Appellant and Respondent and upon hearing the Pleadings and Allegations of the Parties and upon due consideration had of the Matters therein contained and of the Pleadings and Arguments used by the Attorneys on both sides This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Decree of the Honorable the Mayors Court given in this Cause be and is confirmed and that the Appellants Petitioner be dismissed with Costs to be taxed by this Court

J. Call
Actg Register

(406)

Accordingly Order and Decree that the Respondent shall pay to the Complainant the Sum of Pagodas one Hundred and Ninety Pagodas and four Fanams Principal Money together with such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

J. Call

County Appeals at Madrasapatanam } In

Tuesday the 31st October 1771

Between Hungapa Naig and Chinnabanty of Madrs Inhabitants Appellants and Eppen Appaiyey of the same place Merchant Respondent

This Cause coming on this day to be heard and debated before this Court by the Attorneys on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honorable the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 2 day of July Anno Domini 1771 and upon due Consideration had of the Matters therein contained and of the Pleadings and Arguments used by the Attorneys on both sides This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Decree of the Honorable the Mayors Court given in this Cause be and confirmed and that the Appellants Petition be dismissed with Costs to be taxed by this Court

J. Call
Actg Register

To the Right Hon.ble the Mayor
Court at Madraspatnam

The Petition of Charles Brow
the said Place Attorney

Sheweth

That your Petitioner having been duly sworn
and Court and Commenced with the Practice thereof and Made
there is a Vacancy in the said Court for an Attorney Your Pet
Offers himself a Candidate for the same Flattering himself
with an Order of Court to Enable the Honorable Board to
Object of this his Petition

Your Petitioner
Accepted of will Ever
Discharge the Duties of the
to the best of his Skill and
Your Petitioner and
shall Ever Pray

Charles Brow

To Thos Holland Esq.r Mayor
and to the Aldermen of the Mayors Court
of Madraspatnam

Gentlemen

Having presented a Petition to the Court
to be admitted an Attorney of the same and it being Customary
Most Reasonably on the Mayor and Aldermen for their Approbation
latter Have labored under [illegible] and Doubts in disposition from
which Cannot possibly Plead Shope this will be admitted as an
Apology for my Non Attendance with my Petition, accept with
great respect Sam

Gentlemen

Your Most Devoted and
Most Hble Servant
Chas Brownley

Fort St George
28th December 1775

Replyant Offered to Chuse Arbitrators
each Party which this Replyant Offered to Chuse Arbitrators
out of the Armenian Gazarah Moors Merchants or any other
Sort of Merchants Except the Mallabars or Order
to Settle the said Matters by Arbitration but which they Refused
telling this Replyant that they would Chuse Arbitrators out of
the Mallabar Merchants but which this Replyant refused
knowing he was Apprehensive that the Mallabars would not
Award the Defendants to pay the said Penalty as they frequently
frequently make Contracts with Penalty which it is well Known
they frequently forfeit tho they are Unwilling to pay them And this
Replyant did and Still Does Look upon himself Intitled to the
said Penalty Therefore this Replyant was Under the Necessity
of having Recourse to this Honorable Court And with regard to what
the Defendants in their said Answer Alledge of the Printed Code
of being Delivered According to the said Contract being Owing to this
Replyants Orders And that the Delay was by this Replyants Agent
Replyants Orders And that this Replyant is not Intitled to the said Penalty and
And therefore this Replyant Saith that the Answer And Insuthy hereto
Inherent, this Replyant Saith that the Answer And Insuthy hereto
for what is before Insuthe that it will plainly and Clearly
Appear to this Honorable Court that these Affidavits are Strong
for Answer And that this Replyant is Intitled both to the
said Answer And that this Replyant is Intitled both to the
Penalty and Interest Charged in the Account Current Annexed
to this said Bill of Complaint And that the said Account and
this Replyant said Demand is Just and that And Which the
said Defendants ought to Comply with Notwithstanding what
they Alledge to the Contrary in their said Answer

All Which Matters and things this Replyant
is Ready to Verify Wherefore and prays as this Honorable Court
Shall Grant and Humbly Prays as in and by the said Bill of
Complaint He doth Already Pray

John Sykes
Attorney for the Replyant

Complainant told these Defendants to deliver the said Manila goods which these Defendants did and as for the printed goods which these Defendants did not deliver to the said Complainant and the Printers might take their goods the said Complainant and the Printers might take their own time about them and the Complainant further added that he did not intend to send any Printed goods to Manila that season These Defendants cannot admit that it were owing to any Remissness on them, or through fear that the said printed goods would be spoiled in the printing that prevented the Complainant from sending them to Manila that season but to some previous Notice he had that those goods would not answer his Expectations and he to send them to Manila. And they likewise humbly Demonstratively appear that the Delay of the printed goods were entirely owing to the Complainants Order and these Defendants with Submission Conceive that the penalty is not incurred and Consequently the Demands of the Complainant might have Entered Cannot be Demanded as the Complainant might have had the printed goods Delivered to him at the time limitted by the said Contract if the said not Printed these Defendants to let the Printers take their own time about them and these Defendants say they did Deliver the said printed goods to the Complainant as soon as the Printers did them and which they will prove in due time These Defendants deny that after the Departure of the said Lanyap for Manila that the Complainant Lost several time to them for the said printed goods and which if true evidently appears to be false as these Defendants have and they can prove the said printed goods were Delivered to the Complainant as soon as they were finished by the Printers and which might be about two Months after the Contract Expired and they further say they can prove the Complainant had the said printed goods lying on his hands upwards of five Months and after the Expiration of the five months the Complt caused Inquire to Court and even fourteen days then should the said printed goods not first before these Defendants deny that the

Do absolutely Deny that they ever Desired the Complainants to take or keep such Patterns of the Painted goods as the Complainant imagined might be Patterns of the Painted goods as the Complainant imagined might be Patterns of the Painted goods, as the Complainant imagined might be Patterns of the Painted goods, as the Complainant imagined might be Patterns of the Painted goods,

Complainant at any time or times before the Expiration of the
time Limited in the said Contract for the Delivery of the said
Goods and for the Defendants or either of them or any
body else for them about the said Goods or Freight them to get them
ready to be Shipped on the said Contract or any thing else, If You
really Recollect tell the said Particular time or times and how long before
or after the said Particular time or times mentioned and the said
the Expiration of the time Limited or mentioned in the said
Contract for the Delivery of the said Goods did the Complainant
or any for the Defendants Do or what in particular did He
say to them about the said Goods in what Answer or Answers
say to them about the said Goods in what Answer or Answers
did the Defendants give the Complainant thereto Did or did
not the Defendants give the Complainant thereto Did or did
not the Complainant say any thing to the said Defendants or
either of them about Manifesting the Ships Hanging off
& on off the said time about Manifesting the Ships Hanging off
& on off the said time about Manifesting the Ships Hanging off
& on off the said time

Lord One thousand three hundred and Sixty three or at any other
time whatsoever Do tell You that the Complainant might
lawfully by You be Sold Your Corn in Quantities this Earth as he
Answer hath sold of the Goods in Question this Earth as he
thought was according to the Custom or Pattern by which they
ought to be according to the Custom or Pattern by which they
were to be and Do And that they would take the Measure of the said
Corn Do pay the Complainant what might be Due to him on
the Ballance of all Account between them Do did not the Defendants
say any thing Do about the said Goods of Yours what did they or say
to You about them And where are they? Did You not tell
Against the Complainant with what the Defendants so said
about the said Goods of Yours Do or did not the Complainant
Upon thereby Do did they or did they not say any thing about it Of?
Yours thereby Do did they or did they not say any thing about the said Goods
of Yours what did they say and what was done about the said Goods
or Consequence thereof and what became of the said Goods or did not
the Defendants tell the Complainant any thing about the Cost
Complainants Particular Account of the Cost of the said
Goods How knows or believes Do did or did not the Complainant
Ask the Defendants for such an Account Do did or did not the
Complainant deliver the Remainder or any part of the said Goods to
Defendants or Either of them Of What Conduct Answering particulars
did they Deliver the said Goods to the Defendants Do did they
or did not the Defendants or either of them promise to pay to the
Complainant the Amount of the said Goods of Yours or Delivered to them by the
Complainant with Interest Of What Time and where did they make
the said Promise? Who Was or were present Record Do Did You or
did Against them the Defendants or either of them make the said
Promise? Who Interpreter what passed on that Occasion and the
said Goods and the said Promise? Did or did not the Defendants
along time or how since the Delivery of the said Goods and
Making the said Promise pay the Complainant any Sum
Sums of Money on Account of the said Goods of Yours, state to
what the same or each part thereof was and when? Did or did not the
Complainant
have heard or believe? Did or did not the

Interrogate

John Sykes
Attorney for the Complainant

Mayors Court at Madrasapatnam

Between Pyes Cathcart of Madras Merchant Complainant and Conner Caul Chitty and Rajaraw Mootoo Vencata Chitty of the same place Merchants Defendant

On the part of the Complainant

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

Sambiapah Penditen of Madras Conicopy Age 58 years a Witness in this Cause on the part of the Complainant and sworn the 19th Day of March 1790 before me Examiner the Office of Mr William Cranmill who is Attorney for the Defendant by my Clerk

Who also left a Note of the Name Letter and Place of abode of the said Deponent and afterwards on the 26th Day of the same Month being Examined Deposeth as follows

To the first Interrogatory the Deponent saith that he doth know the Complainant Pyes Cathcart in this Cause and that he hath known him 20 Years or thereabouts and that he doth also know the Defendants Conner Caul Chitty and Rajaraw Mootoo Vencata Chitty and hath known them for 8 Years or thereabouts

To the third Interrogatory the Deponent saith that he hath known for Contract for Cloth being made between the Complainant and Defendant about nine Years ago but does not remember what Month the Contract was made in but that the said Defendants finally executed the said Contract according to their Agreement

Defendt the Defendants to bring the Masters of the Time
Goods to compare them therewith, when the Defendants told the
Complt to compare them themselves and Left upon which the Complainant said
that they were all here and Left upon which the Complainant said
the Goods were not Agreeable to his Masters and he would therefore
Refuse the Goods and not Agree with the Defendants but that he
should agree with their Master again that in Answer to this Defendt
Thomas Agree their Master again that in Answer to this Defendt
Plead that they were according to the Masters which Manner
they disputed for some Days But that the Complainant did not
desire the Defendants to sell the said Goods or he the Complainant
Answered that a few Days after this Dispute the Defendants
having absolutely refused to take back the aforesaid Goods
the Complainant went and applied to Mr Debenaire who sent
for the Defendants on Consequence but what passed on that
Occasion this Deponent doth not know And more Saith not to
the
this Interrogatory

To the third Interrogatory this Deponent Saith that some time
he believes about a Year after the said Transaction hee this Depon
=ent without any Application from any Party did of his own
Accord send for the Defendants by the Master of the Complainants
Name and made it up by agreeing that the Complainant
should take one Half of the Goods in Question and they the
Defendants which they should dispose of on their own Account that
is that Deponent nothing more passed than that the Defendants
asked him what they should do with Half of those Goods now the
Master the Ship was gone to which he replied that they should
sell them on their own Account Whereupon they took their Half away
and Deponent nothing more remarkable passed on that Occasion And this Depont
further saith that the Delivery of such kind of Goods hath
warranted the Defendants obtained him a particular
Accompt of all the Expences Attending them which he noted
down for himself in a Book of no such Charge but did
not shew it to the Complainant and that other Accompts
that time they delivered not to the Complainant but about 3
Months before this Cause came to Court the Complainant
and the Defendants had them being their Accompts and
Compared the with their Book that Deponent doth not now remember
any thing but that at the same Time the Complainant

[illegible]

Thereabouts

To the Second Interrogatory this Deponent Saith that he heard Some Sombiapah Pandah to the Complainant of a Contract being made between the said Complainant and the Defendants in this Cause about providing Paunch Goods mainly at the time Cannot remember but the Deponent does not remember to have heard what Sum was Limitted for the Delivery of the Goods in the said Contract That the Defendants did frequently come to the House of the Complainant but he does not recollect their being sent for on Purpose to the quantity of the Goods they were providing for the Complainant. This Deponent Saith that some time after the Defendants had delivered the Goods he was present and heard the said Complainant make Objections to the said Goods of which he was Examining and telling the Defendants he would not take them Some Sombiapah did afterwards Settle with the Defendants on behalf of the Masters and endeavd them to take back part of those Goods to which the Complainant had made Objections and this Deponent further Saith not to this or to the Last Interrogatory

Sworn

Henry Crawford

Examined

Mayor's Court at Madraspatnam

Between Pyes Cadchuck Complainant and Canoe Canoe Chetty and Adapanchoo Master Vencata Chetty Defendants

Deposition of Witness taken in this Cause by and before the Examiner of this Court at Madras

Vengadashellum of Madras Coniscopoly Taylor aged 45 Years Inhabitant duly sworn and Examined as a Witness in this Cause

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Amended Interrogatories to be Administered to

Each Witness to be Sworn and Examined on the part and behalf of Cannu Cunhi Chitty and Adappanna Mudali Venkata Chitty of Madras Merchants and Partners Complainants Wherein Pyje Cutchick is Complainant and the said Cannu Cunhi Chitty and Adappanna Mudali Venkata Chitty are Defendants

1st Interrogatory } Do You know the parties Complainant and Defendant in this Cause or either and which of them and how long Know You them or either and which of them Declare

Cutchick } 2 Do You or Do You not Know of any Articles of Agreement being entered into by the Complainant and Defendants of what date were they entered into and Executed did they Execute and what was the purport of the same? Do You or Do you not know whether the Complainant at any time or before the Expiration of the Articles of Agreement sent for the Defendants if You when and how long before the said Articles Expired and on what Account & what was the purport of the Conversation that passed between the Complainant and Defendants Did or Did not the Defendants Agree with the Complainant that all or any part of the Goods Contracted for were Ready if You what part did they say were Ready?

What Answer did the Complainant make thereto at what time did this happen was it before or after the expiration of said Contract The substance of the Conversation that passed touching this Matter relate Declare and did or did not the Complainant say any thing regarding his intention of sending or not sending any Goods to Manila that known of You what did he say Did or Did not the Defendants at any time or times being Present Agree to the Complainant know of You when and what Sort of Piece goods and did not the Complainant keep the same any time in his House before he made any Objection to any of them if You know

[illegible]

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on this Issue? Did or Did not the Defendants deliver all the Woven Goods to the Complainant that were Contracted for at or before the Expiration of the said Contract, if you Did the Complainant seem satisfied with them, or not? Did or Did not the Defendants deliver to the Complainant the Printed Goods as soon as the Printers did them if you Did or Did not the Complainant keep them any time in his House before he made the least Objections to them, if you Did how long did he so keep them? Did or did not the Complainant select out any of the said Goods, if you Did, what good Goods did he so select out and how long after they were delivered to him? And did he or did he not order the Goods he so selected out to be Pressed and Charked Did or did not the Complainant send for the Defendants and tell them the Goods Printed & Delivered out & gone to the Patterns were not like the Patterns he had Kept them and his House, if you what answer did the Defendants give & Did they or did they not give any Reason for any Difference there might appear to be between the Patterns and the Goods if you, what Reason did they Assign for the same? Did or did not they say it was owing to the Patterns having been upon Paper Cloth or what? Did or Did not the Complainants Dubash Tandasaph Brandon or Son often desire the Defendants to tell what Printed Goods his Master did not want for and on Account of the said Merchants the Defendants should be allowed their Commission on such Printed Goods as they Sold if you, when did he desire the Defendants to Dispose of the same and Did or did not the Defendants dispose of any and what part of the said Printed Goods and comply with the Complainants Desire in that Behalf if you, for whose Account did they Dispose of them the whole you know touching those Matters Jointly and Severally Set forth

To Cunnagoch & Pointer } Have you seen or not the Patterns that the Complt. Pleads & Exhibits in this Cause, if you have seen them, are they the same Patterns that were Delivered to the Defendants by the Complainant, if you have not seen them, how do you know what Patterns were Delivered to the Defendants by the Complainant, and what Printed Goods he did not want of those Patterns, Set forth the whole you know relating to the Premises Jointly & Severally Setting forth the

To Pullaroch & Nundy Chitty } 3 Do You or Do You not know, whether the Articles of Agreement exhibited by the Defendants and dated the Copand Did or did not the Complainant expire from the Date thereof whether all the Goods that were Contracted for were duly Delivered to the Complainant till the Defendants made their Breach, if you what Reason did the Defendants make that Breach? Did or did not the Complainant tell the Defendants that he had no Occasion for the Goods by reason they would not Sell? Did or Did not the Complainant keep the Printed Goods in his House before he Returned them and the Complainant then the Defendants on the Breaking of the Goods & the Patterns being before or after the Complainant refused to take them and what Reasons did the Complainant assign for refusing to take them

To Pullaroch & Nundy Chitty } 3 Do You or Do You not know, whether the Articles of Agreement exhibited by the Defendants and dated the Copand Did or did not the Complainant expire from the Date thereof whether all the Goods that were Contracted for were duly Delivered to the Complainant till the Defendants made their Breach, if you what Reason did the Defendants make that Breach? Did or Did not the Complainant tell the Defendants that he had no Occasion for the Goods by reason they would not Sell? Did or Did not the Complainant keep the Printed Goods in his House before he Returned them and the Complainant then the Defendants on the Breaking of the Goods & the Patterns being before or after the Complainant refused to take them and what Reasons did the Complainant assign for refusing to take them

Likewise shews the Defendants Corne Castle Chilly and
Stephen Mark Vincents Chilly and saith to Answer them for
Same as the former

To the Second Interrogatory the Deponent saith that he doth
know the Articles of Agreement in writing entered into by the Complt
and Defendants in the Cause relative to Goods aboard the
Ships or Vessels now to Expire at the End of 6 Months after the
Date of the said Agreement but the Day of the said Date this
Deponent doth not at present recollect That the Purport of the said
Agreement was that amongst other Clauses Articles or Matter
Matters therein Expressed the Defendants were to forfeit the Penalty
of 20 for each and every Month they should detain the Goods
aforesaid That the Complainant had shewn a Month
or two in their Favour and there deducting the 1st Cost of
Carriage from the other Goods and any other Cost to be
Made and Insured which was Accordingly done by the
Defendants, but that During the whole Time before the
Last Examination there had never been the least Objection
made by the Defendants to any of the Goods

Sworn in Court this 1st Day of March 1815 before me

Mayor's Court
Madras

Brown

Deposition
for the Complt
Examination
Taken the 1st March 1815
Answer & Examination of Witness taken on the part
& behalf of the Complainant
Corne Castle Chilly
Stephen Mark Vincents Chilly
Defendants
Brown
Mayor's Court
Madras

Mayor Contra Patterson

Patterson Pro Cadebank & Madras Merchant Complainant and Comon Council Chilly and Plantation Master Cine &c Chilly & Johnson Clerk Merchants Defendants

On the part of the Defendants

Depositions of Witness taken in the Cause by and before the Examiner of the Court at Fallmouth

Fallmouth. Mayor Chilly of Madras Merchant aged Years a Witness in the Cause now on the Part of the Defendants sworn on the 5th Day of March 1770 before me in Open Court at the Office of Mr John Sythes who is Attorney for the Complainant by my Clerk Appah Tamboo who also left with me the Title and Place of Abode of the said Deponent and Deponed as the same Day being duly sworn and Examined Deposeth as Followeth

To the First Interrogatory this Deponent saith that he doth know the Complainant Pyre Catchick in this Cause and that he hath so known him for Years or thereabouts and that he doth also know the Defendants in this Cause and that he hath so known them 30 Years or thereabouts and more saith not to this Interrogatory

To the third Interrogatory the Deponent saith that the Complainants Dubash did send for the Defendants about Noon or Half hour before the Expiration of the Articles of Agreement Subscribing between them and that he the Deponent saw with the Defendants whom the said Dubash went to them about and from the Defendants went and came back from the Complainants House frequently That the first of these Times proved by the Deponent he accompanied them to the Complainants who as he the Defendants whether the Goods contracted for were ready

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Mark Master being duly sworn Saith he knows the Parties without hearing any thing of the Cause and that he was afterwards desired by the Complainant to attend the Examination of this Deponent and that he hath attended accordingly and this Deponent doth not know Pattersons Hand Writing but from the Masters Book for the Defendants Account and that the Complainant doth take one Half of the Goods and the Defendants the other Half of the Goods Contained in the Invoice and Bill of Parcels and that the Defendants are to pay one Half of the Freight and Charges and that the Defendants have not taken the Goods that they contracted for and that the Defendants have not paid the Complainants any Money on Account of the Goods and that the Complainants have frequently demanded Payment of the Defendants

Attempt of the Master, agreeing to allow them Commissions on
that they should be dispensed for Consequence of which they did so
Depositions & Jurat Delivered the Money to the Complaint
Clerk his Payment without to the order Last Interrogatory

Examined

Thursday the 12th Day of July
Anno Domini 1771

Present

The Holland Esqre. Mayor
Reynolds Mason — Nathan Cuthbert Esqr
Charles Smith — Alderson

Between Pyx Cathcart of
Madras Merchant Complainant and Evans
Call Chitty and Stephenson Mackenzie
Chitty of the same place Merchants
Defendants

This Cause coming on to be heard and Debated this
Day in the Presence of the Attorneys on both sides, On reading the
Complaint & Bill with Translate of a Contract and Agreement
and the Defendants Answer, The Defendants Answer with
an Account Current annexed, The Replication The Rejoinder,
The Interrogatories and Depositions on the part of the Compl
lainant, The Interrogatories and Depositions on the part of the
Defendants, On hearing the Pleadings and the Proofs by the Atto
and on the Consideration had thereof It Appeareing to the
Court

Attempt of the Master appearing to allow them Commissions out
of Court they should be dismissed from Company of which they did so
but they should be dismissed from Company of which they did so
Depositions and Delivered the Money to the Complaints
Attorney the Defendants Attorney to the other Last Interrogatory

Examined

Tuesday the 12th Day of February
Anno Domini 1771

Present

The Honble Edmund Atkin Esqr. Mayor
Ronald. Adam — Arthur Cuthbert Esqr
Charles Lowndes — Alderman

Between Peter Colebrook of
Madras Merchant Complainant and Thomas
Call Chitty and Mapparaya Modaliar
Chitty of the same place Merchants
Defendants

This Cause coming on to be heard and Debated this
Day on the Prayer of the Petition on both sides, On reading the
Complainants Bill with Schedule of Contract and Endorsement
and the Defendants Answer, The Defendants Answer with
an Account Current annexed, The Replication The Rejoinder
The Interrogatories and Depositions on the part of the Compl-
ainant, The Interrogatories and Depositions on the part of the
Defendants, The Pleadings and Proofs in the Cause

Inhabitant stands withheld unto Your Orator in the full and just Sum of One Hundred Pagodas Current money of the Coast aforesaid upon one Bond bearing date the fourteenth day of July which was in the Year of our Lord One Thousand Seven Hundred and Sixty Nine Exclusive of Interest and a Transfer thereof which Transfer is hereunto annexed for the Inspection of this Honorable Court the Original Account being ready to be produced unto this Honorable Court if required which Sum of One Hundred Pagodas after the rate of Eight Shillings for every Pagoda will amount to the Sum of Forty Pounds Sterling money of Great Britain which was assigned unto Your Orator by Mar Chitty of Madras Merchant and which your Orator prays may be deemed part of this Your Orator's Bill of Complaint

Your Orator further sheweth unto this Honorable Court that the said Defendant although frequently and in an amicable manner requested payment from the said Defendant of the said Sum of One Hundred Pagodas But now so it is may it please this Honble Court that the said Defendant contriving how to wilfully refuse to give Your Orator any Account of Satisfaction touching the Premises Your Orator therefore Prays Process of Subpoena Relief such as to this Honorable Court shall appear agreeable to Equity and good Conscience To the End Therefore that the said Defendant may upon his Corporal Oath true Perfect and Direct Answer make to all and singular the Matters and things herein before set forth and alledged as fully truly particularly and Effectually to all intents and Purposes as if the same were done again repeated and interrogated and be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred Pagodas together with all such Interest as now is or shall accrue Due thereon the 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 St George Town of Madras or his Deputy or Deputies to be and appear personally before this Honble Court to answer the Premises and abide such Order and Decree therein as to this Honble Court shall seem meet and your Orator shall pray

To the Hon[ble]

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Tuesday the 5th Day of March

Mayor's Court at
Madraspatnam

Anno Domini 1776

Present

John Lodford Esqre. Mayor

Thomas Penny — Reynold Adams

Edward Stracey — and Evan Jones Jourdan

Aldermen

Between Lord Anthony
Hamilton Architect Complainant
and Nathanael Petamberg
Defendant

The Defendant being Court duly sworn
to the Justice of the Complaints Demand this Court doth
therefore think fit to Order & Decree the said Defendant
to Pay unto the Defendant doth pay unto the Complainant
the Sum of Two Hundred Pagodas
100 — Together with such Interest Damages and Costs
as the Law in this Case Provided & Reasonable allow
Costs of this Suit

Sp Exn

Filed 7 April
Part II 1776

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this

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if the same were there again Required and Instructed, and be
Bound to pay unto Him Onto the aforesaid Sum of Three Thousand
Pounds and Eighty Six Pagodas and Thirty Three
Star Pardoes and Seventy Five Pagodas and Thirty Three
Fanams with such Interest as same is or shall thereafter become
Due thereon also all Costs of this Suit

And that the Plaintiff this Honorable Court
to Cause the said Defendant to be Summoned and Required
by the Sheriff of Fort St George Peon of Mannapakam &
the District thereof Personally to be and appear before this Honble
Court punctual and appointed there and thereto to Stand and abide
by such Order and Decree therein as to this Honorable Court
Shall seem Meet

Dp Ruffer

Attorney for the Complainants

Sworn to Mr Peter Ruffer the
Day of November the Defendant
Belonging to the Jurisdiction of this Court
That the Defendant is about to Depart
out of the Jurisdiction of the Court Let
a Summons Returnable immediately and
a Warrant of Arrest Issue

Edward Bowcey

Mayor

Madras 29th July 1st

I Sweeny Plaintiff Agent of Ramachendra
Mark Do hereby Acknowledge to have Demanded
Rupees Hotel Chetty Son of Rayaru Venga Chetty

(4)

Dr. Soobramany Pillah in Account Current with Chitty Cr

To Sequin Obligation of the Date Cover	2500			By Balance Due	337 33
Comm making Pagodas 5. Madras					
316. 18.					
To an Award of					
5 p.c. 865 Comm make Pags 360 15	376 33				
Pagodas	337 33			Pagodas	337 33

Cont. E. Excepted 6 April 1769

Errors Excepted

Leaving to himself all Manner of Benefit and Advantage of Exception to the many Errors uncertainties and Imperfections in the said Complt Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is any ways material for him to make Answer unto, He answereth and saith that he is not indebted to the said Complainant or to the Intestate in the Sum of three thousand three Hundred & Seventy six Pagodas and thirty three Fanams of Current Money of Arcot, or in any Sum or Sums of Money whatsoever. And this Defendant further saith that the said Intestate Nathaniel Pollock hath left two other Sons namely Samuel Pollock and Jonathan Pollock this Defendant is the Eldest and they with Submission ought to have been made Parties Defendants to the said Complainants Bill, as they are as much Concerned as this Defendant. And this Defendant further saith that his said Deceased Father died indebted and involved Debts and Consequently is not liable to pay any of his said Fathers Debts. And this Defendant further saith that he has heard that the said Complainant hath Bargained with the said Intestate for to have one Hundred and Twenty Pagodas of the Debt is recovered and which is in the Defendants Champerty and within the Statute made and Provided to Relief the grievances

All which Matters and things this Defendant is Ready to aver Maintain and prove as this Honorable Court shall Direct and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in the behalf most wrongfully Sustained

Wm Cranwell

Attorney for the Defendant

Transferred Over by him to this Replyant Pay which said Circumstances it does Manifestly appear that the Defendants Deceased Father did not die Insolvent but Intestate and that the Defendant did intermedle with his Deceased Fathers Estate and might probably make some Benefit and is Consequently Liable to pay his Fathers Debts This Replyant Denies he has made the Illegal and Unjust Bargain Mentioned in the Defendants Answer to and with the Transferee and this Replyant Humbly Prays may be proved to the Contrary to the Satisfaction of this Honorable Court

All which Matters and Things this Replyant is ready and willing to verify Maintain and Prove as this Honorable Court shall Direct and Humbly Prays as he and by his said Bill of Complaint he hath already Prayed

Jo Reeve
Attorney for the Replyt

Read and filed
6 February 1770

The Rejoinder of Catharine Pollock late of Allegany in the Province Country but at Present of Madras Defendant, to the Replication of Isaac Solomon of Madras Complainant

This Defendant now and at all times hereafter Saving and Reserving to herself all and all manner of benefit and advantage of Exception to the manifold and insufficiency of the said Replication for Rejoinder Saith that this Defendants said Answer is true certain and Sufficient in the Law to be replied unto and this Defendant as hereby said in the Law to be replied unto and this Defendant as hereby said this said Answer he hath already said and doth and will stand and abide by and every thing and things therein to

(3)

before the Allegation of Tandavany Pallaty who was the
Father of this Defendant — All which matters and things
this Defendant is ready to aver Maintain and Prove as this
Honorable Court shall Direct and humbly prays
by the said Answer he hath already Prayed

William Crawford
Attorney for the Defendant

Interrogatories to be Administered to such Witness as
shall be produced Sworn and Examined on the part and behalf of the
Complainant in a Certain Cause wherein Rayer Mudeal Chetty of Madras
Merchant is the Complainant and Tandavany Pallaty Inhabitant of Madras
Defendant

To all the Witnesses

1st Do You Know the Parties Complainant and Defendant in this Cause If you Know them or either and which of them Declare

2nd Did you or do you not Some time before the Death of the Defendants Father Tandavany Pallaty with Tandavany Pallaty and the Complainant in the Settling of any Matters or Accounts in Arbitration If yea when and by what Order did you see or what Accounts were they and to whom did they belong & upon what Order did the Complainant and Tandavany Pallaty go there to Arbitration and were they or were they not Determined Accordingly If yea in whose Favr was the Balance Determined and to what Amount was the Balance and was or was not the Defendant with them at the time the above Account to were

Beyond all et. Malice at the time of their said Testators Death
If YEA who was then at Madras or was then or was thereout
any of them in Particular Employed by the said Testamentary
Colby on the management of all the Concern If YEA to whom
by Name

4th Do you know or Do you not know or believe the Deceased Testamentary Colby was at the time of his Death possessed of any Estate or Estates either real or personal Goods Chattells or Money If YEA to what Amount did those Estates or Effects consist and who were the Persons or Person by name that were and are in Possession of them and do enjoy the same fully and at Large Declare

5th Do you know or Do you not know the Testamentary Will of Testator now shown to you Did you see the same executed Whether there is any Codicil thereto If yea what are the Contents thereof Did those Testamentary Writings or any of them contain any Legacy or Legacies Bequeathed to any Person or Persons and what Legacy or Legacies Bequeathed and to whom and by whom was the same Granted fully and particularly Declare

6th Do you know of any other Matter or thing or have you heard or can you set forth any thing touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the Complainant If YEA Declare the same as you know have been informed or do believe together with the Reasons of Your Knowledge Belief fully and particularly and distinctly as you shall be thereunto particularly Interrogated

Pp: Rous
Attorney for the Complt

Coming out complained to this Deponent that the Transferrer had
Amount of Money Due to him from the said Deceased and
ing for had the Remains of the Corpse unless he had Security
for the said Debt upon which this Deponent with a View of
Settling the Affair rode forward on the one Road to appease the
Transferrer by telling him that the living Relations and
Heirs of the Deceased would Certainly be answerable for what
was owing to him and on the other Road regard with the
Defendant on the Necessity and Propriety of his standing
Security for the same as he was the only Male of the Family
then there present. That in Consequence of this the Defendant
Assured the Transferrer in the Relation that
should the Interment be Further Delayed not any more for
his Debt but that he himself would certainly be accountable
for the Money Upon which the Transferrer Desired that he
would give the same Under his Hand but the Defendant
refused to do that there saying it was beyond What a Time
for Waiting when the Corpse of the Father lay unburied
Promising however to Pay some other Time But During
the said Dispute the Transferrer plainly told likewise to the
Deponent the Authenticity of this Debt which had been
Corroborated by an Award of Arbitration and would not be
satisfied with the Defendants Verbal Promise as Security for
the same but at last the Younger Brother of the said Transferrer
Coming in and many Persuasions for the Removal of the
Corpse said that a Man of such Substance would not Die
without sufficiency to pay his Debts and that therefore
his Surviving Assets were certainly a Sufficient Security
for the same and in Consequence of which Persuasions the
Transferrer gave Leave for the Removal of the Corpse
which was carried away accordingly to the great Joy of

Doth Know the Transferrer Market Selby in this Cause
and that he hath to Knowne him 12 Years or thereabouts that
he doth also Know the Complainant Sarah Salmon in this
Cause and hath so Known him Seven Months or thereabouts
and that he doth likewise Know the Defendant Ambrosemary
Pulley in this Cause and hath so Known him Seven Years
or thereabouts. And more Saith not to this Interrogatory

To the 4th Interrogatory this Deponent Saith that Market
Selby the Transferrer in this Cause upon hearing of Ambrosemary
Pulleys Decease Did Desire this Deponent to accompany
him to the Dwelling House of the said Deceased which he
accordingly did. That this happened about Seaven or Eight
Days after the Decease of the said Deceased. And when
Morning when they were informed that the Said Deceased
was Locked in the same Morning that the Person that
accompanied him Thither were the Transferrer aforesaid &
his the Transferrer Cousin Ryan Market Selby that on their
Arrival at the House of the said Deceased there appeared
Present the Person herein mentioned namely Ann Robertshaw
Widow the Transferrer Deposed himself and said that
Mary was Dead to whom the Deceased was Married
to which him before the Remains of the Corpse after which
the Transferrer with his Cousin aforementioned and this
Deponent Entering the House by the Transferrer aforesaid
the same to the Defendant Ambrosemary Pulley and for the
the Corpse being in a very Just at the same Time that of the Defend-
ant he Lawfully Wife the said Did they might carry away the
Dead Body immediately. As for the Rest of the Debt he
the Deponent doth not Remember to have heard Mention
of them That the Reply which the Defendant first gave

himself did Subscribe their Names as Witness thereto that he Does not understand the English Tongue & therefore Cannot as from himself Declare the Contents of the said Note but that as he Remembers to have had it Explained to him it Consisted of a Debt of three Hundred three Hundred and Seventy six Pagodas which had been due by the now Defendant and an Award of Arbitration from the Estate of Sundaraya Pulley Deceased the Transferor in this Cause named which Debt he the said Transferor after deducting therefrom two Hundred Pagodas did depose of and make over to the Complainant for and in Consideration of the two Hundred Pagodas deducted as aforesaid and Order that the said Complainant might prefer his Bill of Complaint in the Honorable Mayors Court in his own Name against the Defendant the Son of the Deceased Sundaraya And that this was the Contents of the said Promissory Note and the Reason for its being Written given and granted by the Transferor to the Complainant More he saith not to this or the Last Interrogatory

Sworn at Madras

William Chambers

Examined

Mayors Court at

Madrasapatnam

Benjn Jacob Solomon

of Fort St George Inhabitant Complainant and Subramanay Pulley

of Madras Inhabitant Defendant

On the Part of the Complainant

Deposition

Complainant / Performing this Part of the said Agreement
the said Executed this Promissory Note in Favor of the Transferee
And the Defendant with Had upon having these Circumstances
Confirmed to him by the Affirmation of both the Transferee
and Complainant he Consented to what they Request of them
and Signed his Name as a Witness to the Promissory Note
in Question (May he Depose the rest to this or the Second
Interrogatory)

William Chambers

Examined

Interrogatories to be Administered to such Witnesses as
shall be produced Sworn and Examined on the part and behalf of
Subramony Pillah of Madras Merchant in a Civil Cause wherein
Cook Salmon of Madras Inhabitant is Complainant and the said
Subramony Pillah is Defendant

1st Witness
Pallather } 1st Do you know the parties Complainant and
Defendant in this Cause or either, and which of them and how
long have you known them or either and which of them
Doctor

2d Witness
Pillah } 2d Do you know or Do you not know whether
Sundaramy Pillah whom he Depose this Life had any
more Male Issue than the Defendant if Yea how many &
what are their names? Do you know or Do you not know
who is the Eldest Son of the said Deceased Sundaramy
Pillah if Yea, whom by name? Do you know or

No 70

(Whose the subscribe you know touching the Matter in Question Jointly &
Severly Sett forth &c

To all the Interrogatories Do you know or Can you say any other
Matter or thing Material for the Defendants in this
Cause, if you, Sett forth the same as you know have been
informed or Do believe with the Reasons of such your
Knowledge or Belief &c

William Cranmell
Attorney for the Defendants

Mayors Court at
Madraspatnam

Between Sarah Salmon of
Madras Inhabitant Complainant
And Lutchmoney Pillah of the same
Place Inhabitant Defendant
On the part of the Defendant

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

Annachilom Pillah of Pondichery Inhabitant
aged 40 Years or thereabouts being Produced as a Witness in this
Cause on the part of the Defendant was on the 4th Day of May
1770 shown in a Room at the Office of Mr Philips Rafferties
in Attorney for the Complainant by my Clerk Augustin
Tombee who also left a Note of the Name, Title and Place
of abode of the said Deponent and afterwards on the same
Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he
doth not know neither he ever the Complainant Sarah Salmon

W3

Between Jacob Sulaman of Madras Inhabitant Complainant and Sulamanay Pillah of the same Place Inhabitant Defendant

On the part of the Defendant

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

Chelvanayagum of Madras Dubash aged 24 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 4th Day of May 1770 Sworn in Court at the Office of Mr Philip Russell one of the Attorneys for the Complainant by my Clerk. Appaya Saudra who also left a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz

To the first Interrogatory this Deponent Saith that he doth know the Complainant Jacob Sulaman in this Cause and that he hath so known him one Year or thereabouts and that he doth also know the Defendant Sulamanay Pillay and hath so known him (to his knowledge) about one Year and more Saith and to this Interrogatory

To the third Interrogatory this Deponent Saith that about four Months before the Decease of Sulamanay Pillay he of this Deponent lent him about 15 Fanams Pagodas for his Daily Expences after which the said Sulamanay spoke to him and told him that as he was a Stranger in this Place he must Desire him of this Deponent to take into his Care some Valuables which he at the same Time

Mayors Court at
Madras 1st January

Between Sarah Salomon of Madras
Inhabitant Complainant and Sabramony
Pillay of the same Place Defendant
On the Party of the Defendant

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

Condappen of Madras Dubash aged 33 Years or thereabouts
being produced as a Witness in this Cause on the part of the Defendt
was on the 21st Day of May 1770 sworn and Person at the Office
of Mr Philip Russel who is Attorney for the Complainant
by my Clerk Aygah Tambee who also a Note of the name
Title and Place of Abode of the said Deponent and afterwards
on the same Day being sworn and Examined Deposeth as
followeth

To the first Interrogatory this Deponent Saith that he Doth
know the Complainant Sarah Salomon in this Cause and that
he has been known about 8 Year and Half or thereabouts unto
the Defendant Sabramony Pilly whom he both known
about the same Time Mordecai Saith not to this Interrogatory

To the fourth Interrogatory the Deponent saith that after the
Death of Sabramony Pilly of the Town he Cannot pitty remaining
in Town was sent by the Inhabitants Mostly Pilly to prevent the
Corpse of the said Deceased from being moved out of the House the
Deceased who on being asked the Reason of such Proceedings told
the Defendant Sabramony Pilly who was then present that
there was Money due from the Deceased to the said Mostly
Pilly for which if He the said Sabramony would give Security
the Corpse might be removed — That on the Morning they

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Mayors Court at Madraspatnam

Between Sarah Salmon of Madras Inhabitant Complainant and Lutchmanney Pulley of the same place Merchant Defendant

On the Part of the Defendant

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

Soccanadah Pandarum Aged 50 years or thereabouts being Sworn as a Witness on this Cause on the Part of the Defendant was on the 5th Day of June 1770 shewn in Court at the Office of Mr Philip Russon who is Attorney for the Complainant by my Clerk Ryyadi Tombee who also left a Copy of the Name Title and Place of abode of the said Deponent and appearing on the same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he doth know the Complainant Sarah Salmon in this Cause and that he hath so known him or her and for Half a Year and that the Complainant Sarah Salmon his Wife and knows that he doth know the Defendant Lutchmanney Pulley & that he hath so known him twelve Months or thereabouts

To the Interrogatory this Deponent saith that he

To the fourth Interrogatory this Deponent saith that in the Month of March 1769 of the Day he Was not Resident of the Court to the Causes of the Dewaun on Order to perform some of his Ceremonies Upon the Dead Body — that when he Arrived there the Slave was Pully Night and he believes it was about Eight

Day being Sworn and Examined Deponeth as Followeth

To the first Interrogatory this Deponent Saith that he doth know the Complainant Sarah Salmon in this Cause and that he hath so known him two Years or thereabouts and that he doth likewise know the Defendant Subbanmoney Pillah and hath so known him three Years or thereabouts. And more Saith not to this Interrogatory

To the fifth Interrogatory this Deponent Saith that in the Month of March 1767 he was Served by the Defendant's Son Krishnen whom he went to him & Spoke to the Complainant and Enquire of him why he had preferred the Bill of Complaint against him in the Mayor's Court in Consequence of which he went with some others and after to the House of Mr Shatton where the Complainant was then a Servant and there in the Presence of Coumbee Mr Shattons Dubash Enquired of the Complainant what Authority or Reason he had for preferring the said Bill against the Defendant as he did neither give a Bond or owed him any Money to which the Complainant replied that he knew not much about the Matter, only that Moodel Chitty had Desired him to take the Transfer of it, and had promised him one Hundred and twenty Pagodas for Care he should gain the Suit, but that upon this Deponents Expostulating with him he promised to talk with Moodel Chitty and Seemed Excluded to with Draw the Suit this Deponent knowing Calling upon him the Day following he would give me Satisfactory Answer but when they might Settle at his Court Said more he with not to this or the Last Interrogatory

William Chambers

Examined

Mayor's Court as
Madraspatnam

Between Isaac Isaacs
of Madras Inhabitant Complainant
and Lobanaiang Pillay of the same
Merchant Defendant

On the part of the Defendant

Vencatachellum of Madras Inhabitant

Mayor's Court as
Madraspatnam

Thursday the 5th day of March
Anno Domini 1772

Present
John Holland Esquire Mayor
Thomas Powney Reynold Adams
Edward Stracey and Francis Fowden
Aldermen

Between Isaac Isaacs
of Madras Inhabitant Complainant
and Lobanaiang Pillah Son
and Heir to Lobanaiang Pillah
at Present of Fort Saint
George Merchant Defendant

THIS CAUSE coming on to be heard and debated
this Day in the Presence of the Attorneys on both sides the Parties
the Complainants Bill with a Schedule of an Obligation
Account Current and Transfer thereunto annexed The Defendants
Answer The Exhibits Depositions of Witnesses taken
and Examined in the Cause and Publication
thereof duly passed and Enter'd of Record
and the Matter of the said Bill Answer Exhibits
Depositions and Publication being seen and fully
understood by the Court

Mayor's Court

of Complainant the Original of the said Promissory note of Stand
is in the Possession of Your Orator and ready to be produced
to this Honorable Court when required, which Sum of One
Hundred and Seventy two Pagodas Thirty two Fanams and Thirty
two Cash after the rate of Eight Shillings for every Pagoda does
Amount to the Sum of Sixty Nine Pounds Two Shillings &
three Pence half penny and Upwards Sterling Money
of Great Britain, And whereas your Orator
hath frequently and in the Amicable Manner requested payment
from the said Venkatasee of the said Sum of One Hundred and
Seventy two Pagodas Thirty two Fanams and Thirty two Cash
But now so it is and may it please this Honorable
Court that the said Venkatasee wilfully and Obstinately
refuse to pay the same or give your Orator any Manner of
Satisfaction touching the premises unto Colour of Equity
Confine Pardon your Orator therefore pray a Generall Rule
such as to this Honorable Court shall appear Agreable to
Equity and good Conscience To the End therefore that the
said Venkatasee may upon his Corporal Oath shew and
plain & full Answer make to all and Singular the Matters &
things herein before Set forth and Alledged as fully truely
Perfectly and Effectually to all Intents and purposes as if the
same were here again Repeated and Particularly Interrogated
and he Decreed to pay unto your Orator the aforesaid Sum of
One Hundred and Seventy two Pagodas thirty two Fanams &
thirty two Cash Current Money aforesaid together with all such
Interest as now is or shall hereafter become Due thereon also
all Costs of this Suit

May it Please this Honorable Court
to Cause the said Venkatasee to be Summoned and Required

Vendition in Account Current with Thos Chambers Esq

To Cash lent you on your Promissory Note of this Date payable one Month after Date for the Principal Sum of	190	By Amount Due to Thomas Chambers as per Contra	172.32.32
Interest on Pagodas 190 from 29th October 1790 to 18th January 1791 is 2. 15. 8 per Cent per Annum	2.32.32		
Pagodas	172.32.32	Pagodas	172.32.32

Fort St George 18 January 1791

Errors Excepted

P. T. Chambers

Mayors Court at
Madraspatnam

Tuesday the
Anno Domi

Present

John Holland Esquire Mayor
Peter Mazelle — Thomas Pa
Reynold Adams — Robert Ba
Charles Smith — Edward
Thomas Saunders — Hodgson

Between

and

Defendant

Appearing by the Rules of the
the Defendant doth hereby Enter
Answer the Complainants Bill but wilfully
Refusing so to do — Which Contempt
Court that the Defendant shall pay unto the
the Sum of Two Hundred
Pagodas Being Two Thirds of
(Vizt 32 32) together with Costs
Therefore Ordered Decreed
the Costs of

Filed the 9th
Read the 12th } February 1771

To the Honble The Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honorable Court Your Orator Charles Edward Stevens late Factor
West of Fort St George Merchants That by Papparam Audiapah of
Madraspatnam Merchant duly & truly indebted unto your
Orator in the Sum of Two hundred Star Pagodas
Current Money of Madraspatnam making Sterling Money of Great
Britain at the rate of Eight Shillings for every Pagoda the
sum of Eighty Pounds Arising upon a Note of Hand bearing
Date the Twenty Eighth Day of November which was in the
Year of Our Lord One Thousand Seven hundred and Sixty
Nine whereby the said Audiapah promised to pay unto Your
Orator the aforesaid Sum of Two hundred Pagodas on or before
six Months from the Date of the said Note of Hand and
whereupon Orator may may be Admitted as part of this their
Bill of Complaint And Whereas your Orator have
frequently addressed in an Amicable manner Requested of the said
Audiapah the payment of the said Sum of Two hundred
Pagodas But now so it is may it please
this Honorable Court, the said Audiapah Obstinately &
wilfully refuses to give your Orator any Manner of Satisfaction
touching the premises, Your Orator therefore prays a Speedy
Relief such as to this Honorable Court shall appear Agreeable
to Equity and good Conscience, To the End Therefore
that the said Audiapah may upon his Corporal Oath shew
and perfect Answer make to all and Singular the matters &
things herein before Set forth and Alleged as truly fully

Mayors Court at
Madraspatnam

Tuesday the 2 Day of March
Anno Domini 1774

Present

John Hollond Esquire. Mayor
Peter Maricille — Thomas Powney
Reynold. Adams — and. Arthur Cuthbert
Aldermen

Between Charles Edmund
Jones and James Mill of Fort St
George Merchants Complainants
and Joseph Pearon of Madras
Inhabitant Defendant

It Appearing by the Records of this Court that the
Defendant hath been served with the Usual Rule to Answer
the Complainants Bill, but wilfully and Obstinately
Refusing so to do This Court doth therefore think fit to
Order and Decree and doth Accordingly Order and Decree
that the Defendant shall pay unto the Complainants the Sum
of five hundred Pagodas Pagodas
200 in the whole with Costs Interest as now is or shall
hereafter become Due Thereon until full Payment is
made also all Costs of this Suit

Errr

Settled the 9th } February 1774
Read the 12th }

To the Hondle the
Mayors Court at Madraspatnam

Humbly shall Orator his Duty
humbly Complaining Shewing unto your Honors
Worships That whereas your Orator the aforesaid Sum of Five hundred
with all costs Interest as now is or hereafter
Due thereon also all Cost of this Suit
May it please
to Cause the Defendant to be
by the Sheriff of Fort St George
personally
before this Hdble Court of Judicature
Honorable Court perfect and Appointed
this Your Orators Bill of Complaint and
Defendant thereby Order and Decree
Court shall
Answer
This Bill was drawn by Mr
of Agreement with the Complainants having
under Oath to the Justice of the Peace
of their having Reason to believe that the Defendant
and Depart from the Jurisdiction of this Court
sustaining this Bill of the ground thereof
Summons Honorable Court
of August Year aforesaid
Court Day
John Hollond
Mayor

State of Madrapatnam and the Districts 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 Honble Court shall seem Meet

Henry Du Pass
Attorney for the Complainant

This Bill was Sworn to in the Face of the Complainant and the Complainant have made Affidavit of the Service of this Summons and of his having Reason to believe that the Defendant will Depart from the Jurisdiction of this Court on this Evening this Bill is filed against them Let a Summons Returnable Immediately and Warrant of Arrest issue returnable next Court Day 9th February 1771

John Holland
Mayor

Mayors Court at Madraspatnam

Sunday the 2d Day of April Anno Domine 1771

Present

John Holland Esquire Mayor
Peter Manille — Thos. Powney
Reynold. Adams — and Arthur Cuthbert
Aldermen

L.S.

Court

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your Orator Original Writing is in your Orators Custody ready to be produced before this Honorable Court when required

And Whereas your Orator hath frequently and in an Amicable Manner Requested of the said David Johns Payment of the said Sum of Forty Pagodas

But now so it is may it please this Honorable Court the said David Johns Obstinately and wilfully refuses to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays a Genl Relief unto this Honorable Court where appear agreable to Equity and yr Conscience To the End therefore that the said David Johns may appear to Corporal Oath when full 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 now here again Repeated & Interrogated And the Defdt be Ordered to pay unto your Orator the aforesaid Sum of Forty Pagodas with all such Interest as there is or shall hereafter become Due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said David Johns to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honorable Court at a certain Time and place to be by this Honorable Court prefixed and appointed then and there to answer the your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honorable

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A True Translate as near as can be from the Original in the Malabar Language by Canacapah Swami Interpreter

John Taylor
Attorney for the Complt

Mayor's Court at Madraspatnam } Thursday the 30th Day of April Anno Domini 1771

Present

L.S. John Holland Esquire. Mayor
Reynold. Adams ——. Nathan Cuthbert
Edward Fraser Aldermen

Mayor's Court

Between Shankara Johanna of Madras Merchant Complainant and Swamy Pratah Pillachiapah of the same Place Merchant Defendant

The Defendant being in Court and Acknowledging the justness of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Four Hundred and Twenty four Pagodas (Pagodas 424) together with such Interest as now is or shall hereafter become Due thereon until full Payment is made & also all Costs of this Suit

Affid 21st
Read 31st July 1770

To the Right
Court at Madras

Humbly Complaining

the Honorable Court your Orator Samuel Cur
Surgeon of the Honble Company of Merchants of
to the East Indies at Fort St George
That William Mellish Master of the Ship Indostan now
Your Orator in the Fort and Port Town of Cud
Sixty Seven Pagodas Thirty nine fanams and
Samuel Many for Money Lent Laid out and Disbursed
Fanams at the Request of the said William Mellish
Port to Bombay as will more fully Appear
or Account Current hereunto Annexed for the Sum
Honble Court that which your Orator prays
Months as past of this Your Orator further sheweth unto the Honble Court
hath frequently since arrived Home Repaired
from the said William Mellish Master of the said Ship
and Sixty three Pagodas Thirty Nine fanams and
Cash

And your Orator further sheweth that the said William Mellish Master Absconds
wilfully refuses to pay the same to your Orator
Absence of Subpoenas touching the Premises
any Answer of Subpoenas touching the Premises
Orator Humbly prays that the said William Mellish Master
Honble Court shall Order Decree & Adjudge
Commanded to pay unto your Orator the Sum of

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May it please this Honorable Court to Order the said William Mellish Master to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at Chanderbaug and there to Abide by this Honble Court Decree and Answer to Answer this Your Orators Bill of Complaint and further to Stand to and Abide such Order as this Honble Court shall Award

John Sykes
Attorney for the Complt

July 1770

This Bill was drawn by Mr Sykes
Agreement and the Complainant
Sworn to the Truth of the Bill and that
William the Defendant will Depart from the Jurisdiction
the Court on a Summons being Issued or Endeavoring
the Peace Bill a Summons Warrant
Immediately and Warrant of Arrest Grant

Thomas Powdan
Mayor

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Mayor's Court at
Madraspatnam

Tuesday the 30th Day of April
Anno Domini 1771

Present

The Hon.ble John Holland Esqr. Mayor
Reynold. Adams — Arthur Cuthbert
and Edward Stracey — Aldermen

Between Samuel Craig Esqr
in the Honorable Company's Service at
Cuddalore, but at Present at Madras
Complainant and Nella Moore of Madras
Inhabitant Defendant

It appearing by the Records of this Court, that the Defendant hath been served with the usual Rule to answer the Complainants Bill but wilfully and obstinately refusing so to do This Court on that ground think fit to Decree Pro Confesso and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum and just Sum of One Hundred and Sixty Seven Pagodas 167 Fp. 39. 68 together with such Interest as is or shall hereafter become Due thereon Untill full & Payment is made also all Costs of this Suit &

Decree

Pro Confesso
6th February 1771

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

Humbly Complaining Sheweth

Whereas William Sligo of the City of Mobile Esquire did on the [illegible] day of [illegible] A.D. 1848 file his Bill of Complaint in the Chancery Court of Alabama sitting at Mobile against Samuel Pollard Executor of the last Will and Testament of Samuel Pollard deceased and Others and Whereas the said Bill of Complaint was filed for the purpose of obtaining a decree for the Specific Performance of a Contract for the Sale of Lots Numbers Two Hundred and Seventy Eight (278) and Two Hundred and Seventy Nine (279) in the City of Mobile and for the Conveyance of the same to the said William Sligo and Whereas the said Samuel Pollard Executor as aforesaid has departed this life since the filing of the said Bill of Complaint and Whereas the said William Sligo has filed his Bill of Revivor against Samuel Pollard Executor of the last Will and Testament of Samuel Pollard deceased and Others and Whereas the said Samuel Pollard Executor as aforesaid has departed this life since the filing of the said Bill of Revivor

of Bartholomew Rawlins Deceased stand indebted & bygone Contra
in the full and just Sum of One Thousand six Hundred and Eleven Pounds
Thirty one Shillings and Ninety four Cents which makes six Sterling
Money of Great Britain the Sum of Four hundred and four
Pounds fourteen Shillings and Six pence on three bonds, accounting
every Dollar at Eight shillings as will more fully and at large
appear by the several Covenants and Sixth Paragraph of the
Testator of the Codicil of the said Bartholomew Rawlins hereunto
annexed to which your Orator humbly refers praying that they
may be Deemed as part of this your Orator's Bill of Complaint

And your Orator further sheweth unto this
Honorable Court that the said Michael and Hannah
Rawlins the Executors of the same Testator pretend that they are Unprotected
therein may be Demanded of the said Bartholomew Rawlins
Deceased, as also and that a Security might be given them if any should
appear and your Orator further sheweth that the said Michael and
Hannah Rawlins have had sufficient time allowed them to give
into this Honorable Court where Inventory of the Estate as more
than a year has elapsed since their first Letters of Administration were
granted them and as Debts as your Orator is informed & believes
And your Orator further sheweth that as Guardians the Executors they have
or ought to Demand any Security or any Writing Except a Receipt
in the payment of the said Legacy with the interest due thereon

And your Orator further sheweth unto this
Honorable Court that upwards of five years has elapsed since the last
mentioned Ward as also three years since they the said Michael
and Hannah Rawlins have been in possession of Considerable
Sums of Money which with Interest your Orator conceives
Enable them to Discharge the aforesaid Legacy Nevertheless
May it please this Honorable Court the said Michael and Hannah
Rawlins wilfully and Obstinately refuse to give your Orator
any Manner of Satisfaction touching the premises your Orator therefore
prays against Relief such as to this Honorable Court shall appear

The Estate of Bartholomew Kaulbach Esqr. To Francis Kaulbach Esqr. Executor by his Guardian Chas. D. Sayre Esqr.

Francis Kaulbach Esqr.			970		By Balance Due	1011	31	35
Interest from the 20th of October 1764 to the								
15th of May 1770 2 Y. 7 M. 25 @ 7 p Cent	211	31	35					
Pagodas								
	Pagodas 1011	31	35		Pagodas	1011	31	35

Halifax the 15th May 1770

Errors Excepted

Chas D. Sayre

and all other things which were intended for Manning Appeal, be
given to Charles De. A Fryde As also I Devise that the Sum of
Eighteen Pagodas be given to Mr. Manuel Rodrigues and the Sum
of Fifty Pagodas to Monsieur Carrie

Item My Last Will that my Son Francois Rawlins
together by me by Covenant Bearing be hereupon by Mr Charles
De. A Fryde and do bequeath Unto my said Son Francois
Rawlins the Sum of Seven Hundred Pagodas Which Sum shall
be Delivered to the Said, that the same be put at Interest, and such
Interest as shall arise therefrom, from to the Expence of my said Son
Francois Rawlins and the said Principal Sum of Seven Hundred
Pagodas be paid him, when he Either comes of Age or Day of Marriage

Declare that Notwithstanding, there is in My said
Last Will and Testament made in the Year 1763 Mentioned
Mess.rs Manbridge Da Souza and Francois Fernandez my
Executors and Attorneys, and as the said Gentlemen are at such
distant from one another, which will attend with some Difficulty
to put a prompt Execution to my said Last Will Do therefore Declare
Mr Francois Fernandez in the Room of Mr Manbridge
Da Souza, And do Nominate Mr Manuel Rodrigues the Son
in Law of the said Mr Francois Fernandez to be Joint My
Executors and Attorneys and do beg of them to put a prompt Execution
to all and every thing Contained both in my Last Will and
Testament, and in this Additional making or Causing like
made all such Offers Major and other things which shall
Required to the good of My Said,
Please God to Call Me

Declare that even after a final Conclusion be
put to all those mentioned in my said Last Will and
Testament and in this Additional or Codicil, that they all
is my Last Will that each of My said Executors and Attorneys do
take to themselves out of my Money the Sum of One Hundred
Pagodas each for the trouble they shall be at in the Execution
of the said Last Will and Testament But in case my said Attorneys

to each of them, for their trouble, &c
that they do have so much more as Your Honor and Lord
judge fit

Declare that is also my Last Will that three
Hundred Pagodas be taken out of my Estate and given to
Mother in Law the Wife of Thangavelu at Tranquebar

Declare whereby the above might better
Legal and Valid in the Presence of Witnesses that
Present Sampl. Lopez Mariano de Rebello

Witnesses

Manuel Rodrigues Jro
Simão Lopez
Sebn De Souza

A true Translation from the Portuguese
Language as near as may
be by

Henry Lee
Capt. Engr
J. M. Grant
Regr

Read Sealed
July 4th 1750

The Answer of Mariano de Rebello
and of Helen Rebello his
Wife Administratrix and Widow
of the Estate and Effects of Pedro
Rebello Deceased to the Bill
to them Exhibited by Thomas
Hayward Esqr of Madras Gentleman
Executor of the Last Will and

Testament of Thomas Pearse Esqr late
Governor of Fort St George and
Agent to the Honble United
Company of Merchants of England
trading to the East Indies
Deceased

These Defendants saving and reserving unto themselves all and all
Manner of Benefit and Advantage of Exception to the many
Untruths Errors Uncertainties Insufficiencies and Imperfections
in the said Bill of Complaint contained for answer thereunto
or to so much thereof as they are advised is or may be
material for these Defendants to make Answer unto they these Defendants
say that they absolutely deny to be indebted unto the Complainant
in the sum of One thousand and Eleven Pagodas Thirty One
Fanams and Thirty five Cash as in Bonds Specialty Assigns and Letter
in the said Bill of Complaint and the Account thereunto
annexed But they admit that the said Deponent Rebello
by the Edict of the said Bartholomeo Rebello entitled to
a Legacy of Seven hundred Pagodas And that the Complainant
was by the said Edict appointed Tutor or Guardian to the
Deponents Children during the Minority or until the Day of the
Marriage But these Defendants deny that the Complainant as
Tutor or Guardian is entitled to the Interest Charges in the said
Account and these Defendants believe he would not have been entitled to any
Legacy And they Conceive he ought not to have Interest from the time he made
Interest at all or however from no more than from the time he made
Demand And that these Defendants ought to have had some
Days of settling the Affairs Amicably and to pay Interest
from that time they annex Papers of Cash belonging to the
Estate of the said Deponent to the Amount of Pagodas
Star Pan Cash as by the Annexed Account And that the
Balance due to Deponents is not entitled to be
Complainants Tutor or Guardian as aforesaid is not entitled to be
Interest he Demands nor ought these Defendants upon that Ballance
from the Nature of the Case these Defendants hope that it will
to the Honble Court the pursuit of what has passed between the
Complainant and these Defendants on the Subject matter thereof
as they Conceive Material to the Case These Defendants Pagodas and Pardaos
do Answer to the Complainants Demand in December One
thousand Seven hundred and Sixty three Pagodas Nine hundred Eighty
three and Sixty Nine Cash for the Principal of the said
Note Pagodas and Sixty four Cash for Twelve October One
Agency and Interest thereon from the Date of the

said Codicil to the Eighteenth of the said Month of December
Defendants did on the Nineteenth of the same Month by
Complainant that they were ready to pay him or Thomas
and Francis Rawlins the said Legacy of Seven hundred
in Case he would give them Defendants a Security to
more or such part of it as might appear to be proper
Case of any Debts appearing thereafter Due from the
Estate and which they Defendants might be Obliged
also upon the Complainant's giving Security to this
Court for the Amount of the said Legacy on Account
thereof the said Minor Thomas Rawlins in Case
Necessary for the Complainant to Refund on Account
before mentioned But that they Defendants did not look
Rawlins Answerable for Interest on the said Legacy
the Complainant on the Twentieth of the said Month
December Replyed that regarding the Security to be
of the said Legacy they Defendants refused absolutely
with Regarding the Interest from the Twentieth Day
thousand Seven hundred and Sixty Seven to the Eighteenth
Month of December to the Day of the Exclusive
they Refused that they Defendants were to pay the
Interest thereon the Substance &c that he had
Account of the said Thomas Rawlins he denies
they Defendants did on the Twenty Sixth of the said
December Answer that the Complainant had only
without part of their request by giving a Security in Court
But the Complainant Did not nor any thing for
to this Honorable Court on Account and for the
Minor that they required the latter Security to
said Minor when becoming of Age from making a Demand
Defendants again for the said Legacy or Calling them
Account about it And that they Do not look upon
Answerable for either the Interest or the said Legacy
the time the Complainant

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Settling this Affair Amicably, to pray the Complainant Indemnification
said Legacy from the time they were put in Possession of the Estate To
which the Complainant on the Twenty Seventh of the said Month of
December Instant that these Defendants were desirous that he should give
a Security to this Honorable Court for the Sum of Seven hundred Pagodas left
the said Minor, and as that was only a part of the Legacy left him he begged
to know first Whether these Defendants would pay him the Interest
from the Death of the said Bartholomew Rawlins until that time
on the said Land and Securities these Defendants answered on the Twenty
Month of the said Month of December that they had already overpaid on their
last under date the Twenty Sixth of the said Month of December That
all the they did not think themselves Obliged yet for the sake of Settling matters
amicably they were willing to pay the Complainant the said Legacy of
Seven hundred Pagodas Interest to the said Thomas Rawlins and
Interest thereon from the time they were put in Possession of the Estate
of the said Deceased provided the Complainant would give the Security
to this Honorable Court And these
mentioned in their said Last Letter to this Honorable Court To which
Defendants Desired to know whether the said Account so which
the Complainant on the Second January last the Date January
the Second One thousand Seven hundred and Sixty three Months of which
that these Defendants last Letter gratly surprized him as they say
they Denied that they Obliged to pay the Legacy left to the
said Minor with any Interest, But are willing to pay Interest
from the time they were put in Possession and that these
Defendants give the Answer Above mentioned Although these Defendants
would upon him if he Complied with the Terms of the Letter
Indemnification to Indemnifying and Saved Harmless, of these Defendants
Interest to pay Seven Pagodas the Legacy from the Death of the
Testator and to pay Seven Pagodas the Legacy from the Death of the
Testator which Interest he told them to pay, and that he should
Interest which Interest the Law Deems to mean the same
were ready when the Legacy and the Interest aforementioned was
Demanded with this Honorable Court he gave them such Security for
it as they might Do Which Letter the said
to the Complainant Either signed or Authorized these Defendants
only gave for Answer on the Eighth of the said Month of

the Twenty Ninth December last Complaint the
in the Fourteenth of the said Month of January Last
was for a Larger Depository and Some More Explicit
at the he might have Justice in his Duty towards
the Honourable Court to the best of his Knowledge
the Honourable Court into those Defendants have
ordered think fit the Honourable Court must
Legacy from those Defendants and Demand
Complainant but should the Court Not Require
Security they might require Complainant
of the said Month of January now for Answer that
Legacy the Complainant the Legacy or Sum
the primary Mean Security to Refund in Case
Debts Honourable Court on behalf of the said Minor
those Defendants Letter to the Complainant
December Therein being the Conditions which
thought proper by the said Legacy upon
Should Comply with the Demands with
the Letter of the Said and Should Comply with
to this which Step she might think proper, And
Allege appears Referred to the said Letter
further say they Cannot but hardly hope it will
the Honourable Court will by the Nature of the Case
forgery Correspondence that the Complainant
Contemplated & only Entitled to Entreat the said
the Minor Defendants Means Ready at all
Demand Sufficient to Answer all Costs
to by the Complainants Letter to those Defendants
Month of January last the Agree to Comply at
being Served the Said and be Entitled to
Defendants Comply the Complainant is Ready
Receive the said Legacy on the Said and Same
Further that the Demand of Interest from the Said
and Entitled to Urged and without any Means
those Defendants further say that
Interest Demanded

appear to be Unjust, for the Says those Defendants have been in
Possession of a Considerable Sum of Money for those years, whereas this
Charge of Interest is for Five Years Six Months and Twenty four
Days, and on that the also pray for Interest. And at is not to be
Supposed that those Defendants were to pay the said Legacy or
Interest upon it before they had Assets of the Deceased to enable
them so to do, and that with propriety on Account of Debts as Debts
Must of Course be paid before Legacies, Besides Account they
Conceive it was natural and Equitable for them
to Demand of the Complainant a Security to Refund in Case
of Debts appearing which might make it necessary so to do, they
are also Informed that is Customary to give such a Security
in Case of this Nature, Executors or Administrators with a Will
or Codicil Annexed might and Most frequently was that not the
case be Considerable Sufferers as they might be Obliged to pay and
Debts out of their own Pockets on Account of those having paid
Legacies before there appeared Debts, Therefore they Conceive it highly necessary
Debts those Defendants therefore Conceive it highly necessary they should
to be Indemnified against any such Demands that may be made
on them, and as the Complainant by Letter of the Fourteenth of
December One thousand Seven hundred and Sixty Nine Agree to give
such Security they Conceive he is by that bound so to do, Those
Defendants further Say they also thought it necessary and proper that
the Complainant should give Security to this Honourable Court for
the said Legacy partly on Account of the said Minors Reasons and that
the said Legacy might be properly Secured to them in Case
Debts appeared which might make it proper to Refund and
Likely that no Creditor should be any Detaining the said Minor
might not when he comes of Age or Marries, have any Cause or
Reason to Call those Defendants to Account for not having Had
those Answers to procure a Security and taken those Defendants
an Account of Law to the said Minor and Liable to the said
Legacy in Case of his Death they Thought it a Duty which they
Owed to themselves and those Trusts to have the said Legacy
Secured as before mentioned, for all Those reasons they did not
Secure as Complainant Desired those Defendants Desired

Do Benefícios e Avantagens do Quinhão pello mesmo montar Este
Inventario, Insuficiencias, e Imposições pera se Cobrar na Dita
Quantia, por Reparto do quelle supra Dito quanto nos ditos Bens
ou materialmente tem de pagar Dita Defendante
Dezenove que elle absolutamente regeita de ser ordenados ao
Quinhão a Sima Dita de Doze Pagodes, Cento Sessenta
Fanoens e Trinta reis Cruz como ultimamente Inventariados
na Dita Quinhão, ao Conto Cento sincoenta quatro Pagodes
que dito Francisco Paulo Lopes Cabeça de Dito Bartholomeo
Paulo exhibidos Por hum Lado Dito Autor Victor Pinto Tutor ao Menor
que Requereo Por dita Patente Pinto Tutor ao Menor Dito Bartholomeo
Do Dito Francisco Paulo Lopes e Dita Defendante negou por Quanto
Em Dous Contos de Reis Dito Defendante exhibido por Sentença a fauor
Como Tutor ao Quinhão Dito Menor Dito Bartholomeo por
como elle Allegou alem a Dita Quinhão Dito Requerendo por
Ella mais lhe Condenado por Sentença Quanto qualquer Fazendas
Do tempo elle foi a Pernem Sobre aquelle Dito Defendante na
Dita Quinhão Dito Menor Dito Bartholomeo Pagodes Cento
Pardaos com Cinco Pagodes Cento Dito Dito Bartholomeo
Por Dito Autor Victor Pinto Tutor ao Menor Dito Bartholomeo
Pagodes Cento Dito

Sette Centos secenta quatro, Dada Do Dito Cartorio
Do dito Mez Do Dezembro — Este Defendente ao Deman
Mes Gomes Vianna ao Supplicante que estamos bem
elle como Guardas Do dito Francisco Paulino Dito
Do Sette Centos Pagodes, com Cargo de Dous este Defen
Segurança, como Custhor sobre Elle a Dita Quia, sobre
esperanças pagará De Juros, em Cada hum Anno Dous
Dada por Sentença que o Dito Juiz Delle Appellou
annos Obrigados Satisfazer, e Dentro Juramento
Segurança ante Mesmo Corte para a Dita
Juramento, que elle Mo Dito Mez Francisco Paulino
Supplicante com Seu Requerimento sobre as
Mandado Citar Este Defendente vir com Effeito
Dito Mez Do Dezembro Respondeo que
Segunda Dada Defendente Da Segurança De
Dita Quia, ou Ao menos vir Dizer Razão que
Defendente Dentro Em Cinco Dias Depois
Dito Juiz Mandou Dar Vista Delle Supplicante
Mez Do Dezembro, em Cujo Dia se Deu por
Supplicante Dizendo que Elle Defendente não pagou Ga
Defendente se Ausentou Do Dito Mez Do Dezembro
Supplicante Dizendo, que Elle Defendente se
Dita Quia, sem Dar Segurança Alguma, Pedio
Mandado Citar Elle Defendente para Dentro
Segurança ante Mesmo Corte para a Dita
Supplicante com Seu Requerimento sobre as
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Dezembro corrente Anno, Dada Do Dito Cartorio
Dezembro — Este Defendente ao Supplicante que
Segurança ante Mesmo Corte para Dentro
Dezembro, em Cujo Dia se Deu por Supplicante
Defendente se Ausentou Do Dito Mez Do Dezembro
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Supplicante com Seu Requerimento sobre as
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Segunda Dada Defendente Da Segurança De
Dita Quia, ou Ao menos vir Dizer Razão que
Defendente Dentro Em Cinco Dias Depois
Dito Juiz Mandou Dar Vista Delle Supplicante
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Dita Quia, ou Ao menos vir Dizer Razão que
Defendente Dentro Em Cinco Dias Depois
Dito Juiz Mandou Dar Vista Delle Supplicante
Mez Do Dezembro, em Cujo Dia se Deu por
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Dezembro — Este Defendente ao Supplicante que
Segurança ante Mesmo Corte para Dentro
Dezembro, em Cujo Dia se Deu por Supplicante
Defendente se Ausentou Do Dito Mez Do Dezembro
Supplicante Dizendo, que Elle Defendente se
Dita Quia, sem Dar Segurança Alguma, Pedio
Mandado Citar Elle Defendente para Dentro
Segurança ante Mesmo Corte para a Dita
Supplicante com Seu Requerimento sobre as
Mandado Citar Este Defendente vir com Effeito
Dito Mez Do Dezembro Respondeo que
Segunda Dada Defendente Da Segurança De
Dita Quia, ou Ao menos vir Dizer Razão que
Defendente Dentro Em Cinco Dias Depois
Dito Juiz Mandou Dar Vista Delle Supplicante
Mez Do Dezembro, em Cujo Dia se Deu por
Supplicante Dizendo que Elle Defendente não pagou Ga
Defendente se Ausentou Do Dito Mez Do Dezembro
Supplicante Dizendo, que Elle Defendente se
Dita Quia, sem Dar Segurança Alguma, Pedio
Mandado Citar Elle Defendente para Dentro

Por isso este Defendente Lembrando que o Reporte
Dito Mordo Lemos que elle não tinha outra cousa
Lembrando da Quinta de que elle tambem Empossado era
Dita de Outubro mez de Dezembro passado que quer o Quinta
do Dito Mordo Lemos Reporte não pode como elle obrigado
Dizendo como Dito de Contrato e Mordo Lemos que elle
nem bastar elle seja compelido pagar o Contrato a elle Dito
Lembrando que elle Esta com o Gambo de Pedro pago
Defendente foi Dizendo que nada elle nada tem
Lembrando Dito Mordo Lemos Dito Reporte
Dito Reporte Dito Mordo Lemos que elle
Defendente ao Dito Mordo Lemos
por o Reporte que elle nada tem Dito pago e Quinta
Dizendo como Quinta do Dito Mordo Lemos
Dito Lembrando Dito Mordo Lemos
nomeado por elle Dito Defendente ao Dito
Dito Dito Mordo Lemos
Dito Mordo Lemos que elle nada tem
Dito Mordo Lemos
Dito Mordo Lemos
Dito Mordo Lemos

Rd a Copy
August 28th 1770

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The Amended Replication
of Charles Dr. Mayor of Madras
Inhabitant Complainant Guardian to
Frances Rawlinson who is within the
age of Twenty one Years to the Answer of
Rachel and Hannah Dr Rozario
also of the same place Inhabitants
Administratrix and Administratrix of all
and Singular the Goods and Chattels rights
and Credits which were of Bartholomew
Rawlinson Deced with the Codicil annexed
Defendants

This Replicant now and at all times hereafter
saving and Reserving to himself all and all manner of benefit and
Privilege of Exception to the many Errors Uncertainties Imperfections
and Insufficiencies in their the Defendants said Answer contained
for Replication thereunto Saith that all and Singular the
matters and things in the Replicants Bill mentioned are true as
in and by the Replicants Bill is therein and thereof alledged and set forth, and that the Answer to the said Bill
is in many Respects very untrue imperfect and insufficient in the
Law to be replied unto And the Replicant further Saith that the
Defendants as Executrix and Administratrix to the Estate
of the said Bartholomew Rawlinson Deced and the Codicil of the
said Bartholomew Rawlinson Deced in the full and just sum
of One thousand and Eleven Pagodas thirty one Fanams and thirty
four Cash as in their said Answer and Schedule thereunto
annexed to their Replicants Bill of Complaint Admitted
Replicant further saith as the said Estate of the said Bartholo-
mew Rawlinson Deced is amount to much greater sum
than the said Legacy of Seven hundred Pagodas and the Interest
on the same Do consequently make the Defendants Chargeable for
the Interest as well as the said principal sum of Seven hundred
the said Legacy without the

this Case as the Replicant was appointed Guardian by the Will
of the Father of the said Infant. And this Replicant further saith
by his Letter to the Defendants under the Date of the thirteenth
Day of January in the present Year of our Lord One thousand
Seven hundred and seventy five acquainted them of his intent to
their proposals, although Attorney have pretended on the Defts
Replicant was of a precipe Disposition, Neverthelefs the Replicant
humbly conceives as the same hath been rejected by the said Defts to
they cannot now have any benefit or Advantage from the same
and did acquiesce and Equally as this Replicant was under
the necessity of applying to this Honorable Court for Relief, &
which manifestly shews this Replicants intention and Desire of
having the matter settled in a reasonable manner and that it was
owing to them the Defendants Obstinacy that this Replicant
proceed his Bill against them as Guardian to his Child Francis
Rawlins. And this Replicant further saith he that great Part of the said
Defendants Answer, relative to the Letter that have passed
between this Replicant and the said Defendants or the matter
of them have taken up such unreasonable part & their manner
said parties Answer, and by no means Pertinent & Evasive to the
merits of the Cause for the same before alledged he therefore saith
Strictly speaking over the same as this Replicant was Desirous
to take up the time of this Honorable Court with any thing
or Answer from the purpose

All which matters and things this
Replicant is ready to aver maintain and prove as this Honorable
Court shall Direct and humbly prays may be decreed by this said
Bill he hath already Prayed

William Sammons
Attorney for the Replicant

Richard Cobb
20th November 1770

The Kyonder

Answer on behalf of Mary
Annable his wife Executrix
& Executrix of the Estate
of Bartholomew Reader late
absolute Entitled to the Legacy
of Charles Dr. Mayor of Malaga
Gentleman & Testator Reader

Most Defendants now and at all times
saving and reserving unto themselves all and all manner of
Advantage of Exception to the many Untruths Insufficiencies
and Imperfections in the said Bill of Complaint
for Answer thereunto say that they will not
aid prove their Answer to the Plaintiffs Bill of
Complaint contained are true to the best
of their Knowledge and Belief and
these Defendants further say that they absolutely Deny
all Unlawful unto the Plaintiff or his Wife by Virtue
of the said Bartholomew Reader in the Bill of Com-
plaint Named Dyers Thirty One Pounds and Thirty
Six Shillings and Eight in the Plaintiffs
Complaint Mentioned and all Unlawful
Replication that they Admit as they Are in their Bill
said Bartholomew Reader is by the said Codicil of the
Reader Entitled to a Legacy of Seven Hundred Pounds
all absolutely Deny that Either the said Executrix
or the Plaintiff as his Tutor or Guardian is Entitled
Interest Charged on the said Legacy and absolutely
Against part of the Premises to which these Defendants
these Defendants further

the said Legacy yet there are other Legacies given by the said
Codicil besides that in Question, that whether there will be
Sufficient to pay them besides any Debts that the said Testator
might owe these Defendants do not Know but whether there is
or is not Sufficient these Defendants Deny that the same can
by any means make these Defendants Chargeable for the Interest
from the Date of the Codicil which is also Supposed to be before
the said Testator Departed this Life As for any more than from
the time they became Possessed of Assets Sufficient to enable them
to pay the said Legacy and that with propriety and with regard
being had to Debts which Notwithstanding any Disposition
a Testator may make of his Estate must be paid in preference
to Legacies Nor is it Sufficient to Say that there are no Debts
which to Suppose there are none for it may be always
reasonably presumed that there are Debts whilst Length of time
one Demand being made Demandants that there are none
these Defendants also Insist it may Satisfy that the
Replycant should Demand Interest so Many or long before they
were in Possession of the Residue Many which he Demands
Interest and Interest upon the Death of the said Testator or before it
was possible for them to Possess themselves of any part of the
Testators Estate for they made repeated applications both to
Colonel Daniel Fancheran who was then at Madras and
he Agent at Madras for the money and Effects of the said Testator
on the Coast which appear on the Journey which these
Defendants Delivered into the Exchequer Court; And the
said Colonel Fancheran being at such a Distance from
Madras it took up some time to get the said money and
Effects but which was no fault of these Defendants nor can
they or ought they as they Conceive either by Law Justice
or Equity to be Answerable for Interest otherwise than from the
time they were Enabled to pay the said Legacy as before &
which is Confirmed by the
in their said Answer which Answer these Interest from that time
Replycant Prayers to Answer the Interest from that time

the Replyant never to think himself not bound [illegible]
never hath been agreed by these Defendants the Repl[illegible]
which these Defendants Deny that they ever did
the same was prepared by these Defendants and agre[illegible]
Replyant from which they have never receded they d[illegible]
Ever never Considered and do still Consider the sa[illegible]
in the Replyant as Tutor or Guardian to the said [illegible]
Rankin was the not bound thereto by Law Justice
for these Defendants cannot help thinking that it
Extremely Unjust for them to pay Interest for any
they received and were properly Authorized to pay
part of the said Estate which the Replyant gave
about the Interest being for the Monies in the
Rankin after this Sight Just & Equitable and
Regarding this Affair as to the Interest to be Charg
Humbly Insist that as Defendants entered the
made Use of Nor any Depreciation that he made
Estate or Effects said Obliges these Defendants to
Interest for any part of the Amount of the Estate
made Profit sufficient to Enable them so to Do
Which they can't pay it with Propriety and Safety
regard to what the Replyant sets forth that the said
Executors of the said Agency until the said Estate was Duly
Honorable Court and Probate Granted of the same, these
say that the said Estate was proved in the Probate Court
Court the Eighth Day of August Last Thereby [illegible]
Lady Anne Nisbet Notwithstanding which the Replyant stood
the said Agency until December following about which
the said the matter of the Estate not being proved or the
first application for Administration which the Replyant
of the 18th by no means to the purpose Lastly the Repl[illegible]
Concerning the said Agency when they had proved the will
But they therein say with regard thereto as the said Ag[illegible]
had not the said Estate which
Court [illegible]

was not produced in due time to have Cited any Person in whose
Possession the same was to have produced the same to the Honorable
Court And as a Proof that the Replyant was himself sensible he had
have Done as he did Cite these Defendants to Concur in the same
when many Months had Elapsed after the said Letters of Administration
had been granted the these Defendants have great reason to believe
the Replyant knew where and in whose Possession the said Codicil
was before these Defendants got it These Defendants absolutely deny
that they are fond of Litigations or Law Suits and Say the reasons
in the said Replication that they are as is Urged and which they
hope will not Compel the Notice of the Honorable Court These Defendants
do still maintain that they were Desirous and ready and willing
to Settle and Adjust the Matter of the Legacy in Question in an
Amicable and Friendly manner upon the Terms Set forth in their
said Answer and which they Acquainted the Replyant as appears
by the Correspondence also Set forth in their said Answer, And they Submit
to the Judgment of this Honorable Court whether the Replyant should
not give such Securities as therein mentioned both for the Security
of these Defendants and for the Minor the Ward And These Defendants
Lastly Referring over the Correspondence
Lastly That the Replyants Lastly proposing is a Tacit Confession of the
Set forth in these Defendants said Answer These Defendants Circumstances
truth thereof and must Confess these Defendants Circumstances
and Regard thereto both as to Interest and their Power of Accomodating
this Affair without Troubling this Honorable Court about it
Notwithstanding the Replyants Urgent Remarks and
Assertions to the Contrary

All Which matters and things these
Defendants are ready and willing to Verify maintain and prove
as this Honorable Court shall Direct and Humbly Prays as
in and by their said Answer they have already Prayed

John Kirk

Attorney for the Defendants

Mayor's Court at Madraspatnam } Tuesday the 7th. Anno Domini

Present

(L.S.)

John Holland Esqur. Mayor

Reynold Adam's — Charles Boddam

Edward Stacey — Aldermen

Mayor's Court

Between Charles Purling Esqr. Sheriff of Fort St. George Complainant

and Mr. Bartholomew Rawlins Executor of the Estate of Bartholomew Rawlins Deceased Defendant

THIS Cause coming on to be heard & debated in the Presence of the Attorneys on both sides on Motion of the Complainant with Consent and Consideration had of the Answer, the Replication, the Rejoinder &c having been read & debated by the Attorneys on both sides

IT APPEARING to the Court that on the 10th. day of May 1775 Legacy of Seven Hundred Pagodas bequeathed by the Testator was ordered for the Maintenance and Education of Francisca Rebeira and that there is at present in the Sheriff's hands the Sum of Seven Hundred Pagodas from the Estate of the Testator which is subject to the Payment of the said Legacy

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of the Estate of Bartholomew Rawlins Deceased the sum of Seven Hundred Pagodas of Pagodas 700/ with Interest thereon from the Date of the said Bartholomew Rawlins or the Complainant giving Security to the Defendants to Refund the Whole with an equal Proportion of the said Deceased and which there may not be sufficient Effects to Satisfy — And that the Costs of Suit shall be paid out of the Estate of the said Deceased

Dated 10th. May 1775

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaineth Unto the said this Honorable Court your Orator Paulo da Costa of Pallicat Inhabitant but at present of Madras That Emanuel Lopez of Madras aforesaid Inhabitant stands Indebted unto Your Orator in the just and true Sum of Thirty six Pagodas Current Money of Madras aforesaid or Thirty Pagodas of Great Britain at the Making and Stating Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Fourteen Pounds Eight Shillings as will more fully and at Large Appear by a Translate of the Obligation hereunto Annexed for the Inspection of this Honorable Court and which your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint And your Orator further Shews unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Emanuel of the said Sum of Thirty Six Pagodas

But now so it is May it please this Honorable Court the said Emanuel Obstinately and Wilfully refuses to pay the same to your Orator any Part of the Premises Your Orator

to Paulo belonging to Pallicate Pounnan Andow We both have Borrowed and Received Thirty Six Current Star Pagodas which Sum is to be payable on Demand with Interest at the rate of Twelve p Cent p Annum as we Agree and gave this Obligation Witness Thomas Pallichinguam Maichoo And Company's Conicoply Oyah Pullatee Drawn by School Master Mardinpan

Mark of = Connamen

Pour Translat as near as Can be from the Original in the Malabar Language by Conacopah Lawan Interpreter

John Sykes
Attorney for the Compt

Madraspatnam } Tuesday the 21st Day of May Anno Domini 1776

Present

John Holland Esqr Mayor
Peter Mariette — Thomas Powney and
Reynold Adams — Aldermen

Between Paulo Ex Exhr of Pallicate Inhabitant but at Present at Madras Complainant and Connamen of Chepauk Inhabitant Defendant

The Defendant being in Court and the Complainants Demand acknowledging the Justice of the Complaint Ordered that Judgment be entered against the Defendant for the Sum of Thirty Six Pagodas with Interest at the rate of Twelve p Cent p Annum from the 10th May 1775 the Date of the Bond and Costs of Suit

Mayor's Court

Madraspatnam } ss

Be it remembered that on the Day and Year above written before the Worshipful John Holland Esqr Mayor and the Worshipful Court aforesaid personally came and appeared the above named Paulo Ex Exhr and exhibited to the Court here his Bill of Complaint against Connamen Defendant in the above Action praying Process of Arrest against the Body of the said Defendant to be issued to the Sheriff of Fort St George Commanding him to cause the said Defendant to be summoned to appear in this Court to answer the Premises and further to do and receive what to Equity and good Conscience should appertain and thereupon the said Complainant by his Attorney aforesaid prayed that the said Defendant might be ordered to put in his Answer to the said Bill of Complaint on or before the 10th May 1775 or in Default thereof that Judgment might be entered up against him

John Sykes
Attorney for the Complt

This Bill was sworn to
Between the Days of April last
& Summons Issued thereupon last Court Day

John Holland
Mayor

22 October 1776

We Conacopah Lawan Interpreter to the Mayor's Court of Choultry of Fort St George and Madraspatnam do hereby Certify that we have Truly and Faithfully Interpreted the Contents of the above Bill of Complaint and Summons thereupon issued from the English into the Malabar Language to Connamen Defendant in the above Action

Conacopah Lawan

do doth accordingly Order and Decree that the Defendant
pay unto the Complainant the full and just sum of
six Pagodas of Pagodas 36 — together with
Interest as now is or shall hereafter become Due thereon
Until full Payment is made also all Costs of this Suit

Fort St. George
this 11th May 1775

To the Honble the
Court of Mayor

Humbly Complaining Sheweth unto your
Honorable Court your Orator Stephen Sayers of
Fort St. George Merchant That Shah
of the same place Merchant stands Indebted unto your
Orator in the full and just Sum of Three hundred and
Pagodas and Fourteen Fanams Current Money of the
in Sterling Money of Great Britain about
Shillings for every Pagoda the Sum of One hundred
hundred and Thirty three Pounds six Shillings
Pence or thereabouts Arising upon the Mortgage
Bond by your Orator to the Ship Polly bearing
the Twenty third Day of February which was in
Year of Our Lord One thousand Seven hundred and
in your Orator Court by already to the Hon
Honorable Court when required Whereby the said
Rauhan Did for the further Security of the payment
Orator of the said Sum of Three hundred Pag
and Thirty three Pagodas and Fourteen Fanams
Assigned unto your Orator his the said Shah
said part of the said Ship Polly with the appurt
Thereunto Belonging As Now to the Court
produce for your Orator further Shew unto this
Court that they have frequently addressed themselves
Against Payment from the said Shah

and Fourteen Fanams

To

Rauhan Shah may it please this
Honorable Court the said Shah Rauhan Obstinately and
Wilfully refuses to pay the same or to give your Orator any
Manner of Satisfaction touching the Premises your Orator
therefore prays a Special Relief such as to this Honorable
Court shall appear Agreeable to Equity and good Conscience
To the End therefore that the said Shah Rauhan may
upon his Corporal Oath full true Direct and perfect Answer
make to all and Singular the Matters and things herein before
set forth and alledged as fully truely and Effectually to all Intents
and purposes as if the same were here again Repeated and
particularly Interrogated and that he may be Decreed to pay
unto your Orator the aforesaid Sum of Three hundred Three
hundred and Thirty three Pagodas and Fourteen Fanams with all
such Interest as now is or shall hereafter become Due thereon also
all Costs of this Suit

May it please this Honorable Court to
Cause the said Shah Rauhan to be Summoned and Required by
the Sheriff of Fort St George Court of Madraspatan and
the Districts thereof Personally to be and Appear before this
Honorable Court at a Certain time and place to be by this
Honorable Court Prefixed to Appear and there to
Answer this your Orator Bill of Complaint and further
to Stand to and abide by such Order and Decree therein as to this
Honorable Court shall seem Meet

John Taylor
Attorney for the Complt

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Mayors Court at Madraspatnam

Tuesday the 23d June Anno Domini

Present

John Holland Esqr. Mayor

Peter Auriol — Thomas Pawsey

Raynold Adams — Aldermen

Between Stephen Paul Farmer Late of Madraspatnam Merchant Complainant

and

Rustum of the same place Merchant Defendant

The Defendant being now Solemnly called in Court to Acknowledge the justness of the Complainants Demand and Court doth therefore think fit to Order the Defendant doth accordingly Order and Decree that the Defendant pay unto the Complainant the full and just Sum of Nine Hundred and Sixty three Pagodas & Fanams (Pagodas 963.12) to gether with Interest as now is or shall hereafter become Due thereon Until full Payment is made, also all Costs of Suit

Dated 12th May 1748

To the Honorable Mayors Court at Madraspatnam

Humbly Complaining sheweth unto this Honorable Court your Orator Stephen Paul Farmer late of Madraspatnam Merchant that Rustum of the same place Merchant stands Indebted unto your Orator the full and just Sum of Nine Hundred and Fifty One Pagodas Thirty Two Fanams and Forty Cash Current Money of Madraspatnam Making in Sterling Money of Great Britain Nine Hundred and Sixty three Pagodas Thirty two Fanams and Forty Cash at the Rate of Eight Shillings for every Pagoda the Sum of Nine Hundred and Fifty One Pagodas Thirty two Fanams and Forty Cash Current Money of Madraspatnam Aforesaid and Due Power thereunto Annexed Duly and at Large appears by an Account thereunto Annexed for the Payment whereof your Orator hath often applied unto the Defendant but he hath Fraudulently and unreasonably refused and neglected to make any Satisfaction for the same Wherefore your Orator prays that the Defendant may be Decreed to pay unto your Orator the aforesaid Sum of Nine Hundred and Fifty One Pagodas Thirty two Fanams and Forty Cash with Interest for the same from the time of Demand and Costs of this Suit

May it please this Honorable Court to grant unto your Orator his Majesties most gracious Writ of Subpoena to be directed to the said Rustum thereby Commanding him at a certain Day and under a certain Penalty therein to be limited personally to be and appear before this Honorable Court then and there to Answer the premises and to stand to perform and abide such Order and Decree therein as to this Honorable Court shall seem meet and your Orator shall ever pray &c

Stephen Paul

Mayors Court

185

75

Court to Cause the said Shuck Ruffin to be
Arrested by the Sheriff of Northampton
Accomack and the District Surveyor
by this Honorable Court Seized and appointed
thereto Answer the same Bitter Bill of Complt
further to Stand to and abide by such Order
thereon as to this Honorable Court shall seem

10 Aug 1771

John Nicholson
Attorney for the Com

This Bill was sworn to
Between the Days of Adjournment
Let a Summons issue returnable
unto Court Esq. John Holland

76

To the Honorable John Holland Esq. Judge of the Court of Admiralty for the Eastern Shore of Virginia

The Humble Bill of Complaint of William Pitman

Sheweth unto your Honor that on the 3rd day of May 1771 he the said William Pitman Purchased of Shuck Ruffin a certain Negro Man named Peter for the Sum of Fifty Pounds Current Money of Virginia and that the said Negro Man Peter was Delivered to your Orator by the said Shuck Ruffin on the same day and your Orator further Sheweth unto your Honor that the said Negro Man Peter was Stolen from your Orator by the said Shuck Ruffin and Carried away from your Orator's Plantation in Accomack County and that the said Shuck Ruffin Refuses to Deliver the said Negro Man Peter to your Orator although he has been Requested so to do by your Orator and your Orator further Sheweth unto your Honor that the said Shuck Ruffin has Sold the said Negro Man Peter to some Person or Persons unknown to your Orator and Carried him out of the Eastern Shore of Virginia and Refuses to Discover to your Orator to whom he has Sold the said Negro Man Peter

Mayors Court at Madraspatanam } Tuesday the } Anno Domi

Present

L.S. John Holland Esquire. Mayor

Peter Maxwell — Thomas Pott

and Reynold Adams — Aldermen

Between Abraham Bar[illegible] Gent. Plaintiff

and The Defendant being in Court

Ordered the Sheriff do take the Defendant into Custody and him safely keep until he pay unto the Plaintiff the full and just Sum of Nine Hundred and Fifty three Pagodas and Forty Cash of Pagodas together with such Interest as more is or shall become due thereon, Untill full Payment is made of this Suit

Pagodas

Fort St. George 30th April 1771

To the Worshipfull the Mayor Court at Madraspatanam

The Humbly Complaining of [illegible] Gent. Plaintiff

[illegible]

[illegible]

[illegible]

(150)

Ordered by this Honorable Court that Defendant
Shew to Answer this Cross Orators Bill of Com-
to abide by and abide by such Order and Decree
Honorable Court shall Incline Mat

Clerk

Attorney for the

All Doubts Plain

1765 At
November 16 Pagodas Remaining Balance of Account of the Debt
Capable or Demand

To Interest on 22 Pagodas from the 16th Day of
1765 to the 20th Day of
6 Months and 16 Days @ 1 Pct per
Madras
30th April 1766

Errors Excepted

Mayors Court at
Madraspatanam } Tuesday the 30th
} Anno Domini

Present

Peter Tolland Esquire Mayor
Peter Kenneth — Thomas Powell
Reynold Adams — Solomon

Between Robert
of Madras Inhabitant of
and Peter Peter Byrne

(151)

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and Acknowledging the Justness of the Complainants Demand
This Court doth therefore think fit to Order and Decree
and Doth accordingly Order and Decree that the Defendants
shall pay unto the Complainant the full and just Sum
of Thirty three Pagodas thirteen fanams and twenty four Cash
Pagodas 33. 13. 24. together with such Interest as
now is or shall hereafter become Due thereon until full
Payment is made also all Costs of this Suit

Clerk

Enter 20th May 1765

To the Worshipful the Mayor & Court
at Madraspatanam

Humbly Complaining Sheweth unto
this Honorable Court your Orator Francis Fourdrinier of
Madras Merchant That Peter Powell and William Bunbar
of Pegue late at Madras of the full and just Sum of Nine
hundred five Hundred and fifty four Pagodas for One Hundred
Rupees at the Exchange of Thirty Pagodas for One Hundred
Rupees amounts to the Sum of Two Thousand Two Hundred
Twelve amounts to the Sum of Two Thousand Two Hundred
and Sixty six Pagodas Fanams and fifty six Cash
Current Money of Madras making in Sterling Money of
Great Britain at the Rate of Eight Shillings for
Every Pagoda the Sum of Nine Hundred and Six Pounds
Ten Shillings and five pence Being on the Sale of Goods Sold
at Pegue by the said Peter Powell and William Bunbar
on Account of your Orator, together with the Interest thereon
from the Time of the said Sale as is more fully and particu-
-larly set forth in an Account Current hereunto annexed for the
Inspection of this Honorable Court and which your
Orator prays may be admitted as part of this his Bill of
Complaint. And Whereas your Orator hath frequently

The Sum of Seven Thousand five Hundred and Fifty Six Pounds with Interest for the same from the Time of Demand thereof until Payment to the said John Barnwell and William Benton.

And now to wit the Honourable Court the said John Barnwell and William Benton Obstinately and Willfully to pay the same according to the Course and Manner of Satisfaction in such Cases hereafter prays against Ruby and the Court shall appear equitable to Equity and Good Conscience the said Barnwell and William Benton may upon their Complaint and Petition made to the Court in that Behalf be Relieved in the Premises and Ruby be Decreed to Pay the said Debt and Interest and Costs of Suit

May it please this Honourable Court the said John Barnwell and William Benton by their Solicitor aforesaid humbly to pray that Writ of Subpoena issue out of this Honourable Court directed to the said Ruby thereby commanding him personally to be and appear before this Honourable Court on the first Day of the next Term then and there to answer the premises and further to stand to and abide such Order and Decree therein as to this Honourable Court shall seem meet

John Mackenzie
Solr for Plts

20 May 1775

This Bill was sworn to at Charles Town the 20th Day of May 1775 before me

Jno Rutledge
Mayor

(153)

79

Dr Barnwell and Benton in Acct with Thos Sabb[illegible] Cr

1775		£	1775		£
May 18	To Goods Sold & Deliv[ered] as per Account Sale	6838	May 18	By Ballance	7558
	To Interest on Bills from 18th March 1763 to 18th May 1775 @ 7 ℘ Cent ℘ Annum	6838			
	Tocalls	7558		Tocalls	7558

Recd 18th May 1775
Thos Sabb[illegible]

Mayor's Court at Charles Town
Transpatanum

Tuesday the 23 Day of May
Anno Domine 1775

Present
John Rutledge Esquire Mayor
Peter Manigault — Thomas Pinney
Reynold Evans — Adrian Cuthbert
Charles Smith — Edward Stracey and
Frances Poaudon — Aldermen

Between Francis Poaudon of Charles Town Merchant Complainant and John McCrea Merchant and William Benton of Pzsco Barnwell and William Benton of Pzsco late at Pzsent of Charles Town Merchants Defendants

The Defendants being in Court and Actions

Court doth therefore think fit to Direct and
Decreeing Order and Decree that the Defe
pay unto the Complainant the full and just
Summe due Rendred and Sixty six Pagod
and fifty one Cash of Pagodas 2266 5
with such Interest as now is or shall hereafter
thereon Until full Payment is made thereof
Cost

Filed 17 May 1771

To the Honorable the
Court of Judicature

County Complainant

Honorable Court your Orator Thomas Pilling of
William Cranston of Madras Merchants Most
your Orator in the full and just Sum of three
Summed and Eleven Pagodas Six Fanams and
Many of Madras aforesaid being Money
DOLLON at the rate of Eight Shillings
the Sum of Two Hundred Nine Hundred and
Nine Shillings Sixpence aforesaid
fully and at large appears by an Account
for the Inspection of this Honorable Court
your Orator Humbly prays this Honorable
Court that they Issue Subpoena
Defendant Personally and as
Court that they Issue Subpoena
Defendant Personally and as
Signed Summons from the said
William Cranston of the said Sum of three
Hundred and Eleven Pagodas Six Fanams

(155) 80

or to give your Orator any manner of Satisfaction touching the
Premises Under Colour of some such Unjust fanciful and Evasive
Answer as aforesaid your Orator therefore pray a Genneral relief such as to
this Honorable Court shall appear Agreable to Equity and
good Conscience To the End therefore that the said John
Burnell and William Denban may upon their Several and
respective Corporal Oaths full true Direct and perfect Answer
make to all and Singular the matters and things herein before
set forth and Alledged as fully truly and Effectually to all
Intents and Purposes as if the same were here again repeated
and particularly Interrogated And that they may be Decreed
to pay unto your Orator the aforesaid Sum of Seven Hundred
Four Hundred and Eleven Pagodas Six Fanams and four Cash
with all such Interest as now is or shall hereafter become Due
thereon also all Costs of this Suit

May it Please this Honorable Court to
Cause the said John Burnell and William Denban to be
Summoned and required by the Sheriff of Fort St George Peon
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 Honorable Court prefixed and Ordered
then and there to Answer this your Orator Bill of Complaint
and further to Stand by and abide by such Order and Decree
thereinas to this Honorable Court shall seem Meet

17 May 1771

This Bill was shewn to me in Court
Days of Adjournment Let a Summons
Upon them returnable next Court
Day

John Burnell
Defendant

John Taylor
Atty for the Complainant

Mayors Court at Madraspatnam } Tuesday the 23d Day of May Anno Domini 1775

81

Present

John Holland Esquire Mayor

Peter Maillie — Thomas Powney

Reynold Hannay — Arthur Cuthbert

Charles Smith — Edward Stracey &

Francis Saunders — Paterson

Between Thomas Pilling and John Dr Pons of Fort St George Merchants Complainants and John Russell and William Benton of Madras Merchants Defendants

The Defendants being in Court and acknowledging the justness of the Complainants Demand This Court doth therefore think fit to Award the same and doth accordingly Order Decree that the Defendants shall pay unto the Complainants Five hundred and fifty pagodas Three Fanams and four Cash of Pago and Eleven Pagodas Fee forming and four Cash of Pago = dated 23d May 1775 together with such Interest as may be allowed by Law from this Day until full payment shall hereafter become Due thereon Until full payment is made, also all Costs of this Suit

Pass

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Court your Orator Richard Dyer of Pagoda in the Attorney Christopher

Mortlin of Nevis Merchant That Robert Pinnock
William Penton Late of Rayon aforesaid but
at Nevis Merchants standeth Indebted unto your
said just Sum of Five thousand Two hundred
five Pagodas Eleven fanams and Two Cash Current
of Nevis aforesaid Being for Sterling Money
at the rate of Eight Shillings for every Pagoda
thereof One hundred and Eighteen Pounds
or thereabouts As will more fully and at Large
Appear towards which Your Orator prays may be Made
of this your Orators Bill of Complaint And your
Honour to Order the said Defendants
Answer to the Premises And further to Do
and the Defendants 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

John Taylor
Attorney for the Complainant

7th May 1778

This Bill was shewn to
Mr Thos Lage of Bjerningat
Gentleman Joyce Hewson afterwards
at Court Lay

John Hollond
Mayor

But now to wit
this Honorable Court the said Peter Pinnock and Peter
Abernathy Duly Affidavit before to pay the same at par in
any Manner of Satisfaction touching the Premises your Co
pray aforesaid Relief such as to this Honorable Court
Agreeable to Equity and good Conscience And
the said Peter Pinnock and William Penton may
the Injunction Granted Or the full due Payment
make to all and Singular the Matters and things
Set forth and Allegged fully duly and Effectually
Purposes and the same may for ever again
Interrogated And that by may be Decreed
the said Defendants Five thousand Two hundred
Pagodas Eleven fanams and Two Cash with
in one Month after the same Shall
Other Relief

Mayors Court at Fort St. George } Tuesday the 25th Day of May
} Anno Domini 1775

Present

John Hollond Esqr. Mayor
Peter Marriette — Thomas Powney
Reynold Adams — Hobart Cuthbert
Charles Smith — Edward Stracey and
Francis Fauvelan — Aldermen

Between Richard Sykes of Rangoon the King Dom of Pegue Merchant by his Attorney Christopher Rocklin of Madras Merchant and John Burnell late of Rangoon and also late of Madras aforesaid Merchants Defendants

The Defendants having in Court the Acknowledgment of the Complainants Demand this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendants shall pay unto the Complainant the Sum of Five thousand two Hundred and Ninety five Pagodas eleven Fanams and two Cash (5295 11 2) Pagodas eleven Fanams and two Cash (5295 11 2) together with such Interest as is or shall become due thereon (Costs of Suit to be paid by the Defendants)

Costs

Filed 27th May 1775

To the Honble the
Court at Madraspatam

Humbly Complaineth Unto the
Court your Orator Thomas Pilling and John Dr Fort St George Merchant Humbly Shew That John Burnett late of Madraspatam Merchant Absents himself from your Orator in the Limits of this Honble Court and Stands Indebted unto your Orator in the Sum of One Thousand Five Hundred and Twenty One Pagodas Eight Cash Current money of Madraspatam or Sterling money of Great Britain at the rate of Eight Shillings and Sixpence for every Pagoda the Sum of Four Hundred and Eighty Pagodas Eight Cash Sterling Current money of Great Britain as will more fully appear by an Account hereunto annexed Wherefore for the Redress your Orator prays may be granted unto this Honble Court that they have Jurisdiction to Summon and Compell the said John Burnett to Appear at this Honble Court and Answer the premises and that your Orator may be paid the Sum of One Thousand Five Hundred and Twenty One Pagodas Eight Cash

Common Bail

Whereas it is Sworn in this Honble Court the said John Burnett Absolutely Denies upon Oath to pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator thereupon Craves Relief such as to this Honble Court shall seem meet According to Equity and good Conscience Now Therefore Be it Remembered That the said John Burnett may upon his Oath full true Direct & perfect Answer make to the Premises the Matters and things herein before Alledged & Complained of as fully truly and Effectually to all Intents & Purposes as if the same were Here again Repeated & particularly Interrogated And that he may be Bound to pay unto your Orator the aforesaid Sum of One Thousand Five Hundred and Twenty One Pagodas Eight Cash

Interest as now is or shall hereafter become Due thereon also all the Costs of this Suit

Many it please this Honorable Court to Cause the said John Burnett to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatam and the Districts thereof Personally to be and appear before this Honble Court at a Contrived time and place to be by this Honble Court prefixed and Appointed then and there to answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

John Burnett
Attorney for the Complainants

27 May 1775

The Bill
to be taken
as Sworn to
the Sage of
Summons
Court Day

John Hollond Esq
Mayor

Tuesday the 22d Day of May

Mayor's Court at Madraspatnam } Anno Domini 1771

Present

John Holland Esquire Mayor

Peter Marsac — Thomas Powney

Reynold Adams — Arthur Cuthbert

Charles Smith — Edward Monckey and

Francis Fourdan — Aldermen

Between Thomas Pelling and John De Tania of Fort St George Merchants Complainants and John Burnell of Madras Merchant Defendant

Upon the Complaint & Acknowledging of the Defendant being this Court of the justness of the Complainants Demand this Court doth therefore think fit to Order and Decree & doth Accordingly Order and Decree that the Defendant shall pay unto the Complainants the full sum of One thousand two Hundred and fourteen Pagodas and Twenty Cash Pagodas 1214 20 fanams Pagodas and Twenty Cash together with such Interest as may or shall become Due thereon Until full payment is made also all Costs of this Suit

Mayor's Court

Entered 25th May 1771

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

Humbly Complaining Sheweth unto this Honorable Court your Orator William Jones Esqr Ranger in the Employ of Peter Esqr by the Attorney George Stanley

Mayor's Court

Entered 25th May 1771

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

Humbly Complaining Sheweth unto this Honorable Court your Orator William Jones Esqr Ranger in the Employ of Peter Esqr by the Attorney George Stanley

Pellings & De Tania

Court Writ

Burnell

Pagodas 1214 20

Dated 25th May 1771

Returnable the 22d June 1771

Peter Esqr

Ranger

Stanley

Jones

Mayor's Court at Madraspatnam

25th May 1771

Pellings & De Tania

Burnell

Pagodas 1214 20

To Fort St George Esqr Chief Judge Burnell and William Porter Esqr Mayor of Madras Merchants Mariners and Inhabitants in the said Place Sum of Three Thousand Sixty Eight and Twenty four pagodas Current Money of Madras and Sterling Money of Great Britain at the rate of Eight for every Pagoda the Sum of Two Thousand Six Hundred and Seventy Seven Pounds Eight Shillings and five Pence Hundredths more fully and at large appear by an Account thereof for the Inspection of this Honorable Court And whereas your Orator prays may be Admitted as part of this Bill of Complaint your Orator further Sheweth unto this Honorable Court that the said Defendants Combining and Confederating together with an Intention Fraudulently and Unjustly to Defraud your Orator of the said Sum of Three Thousand Eight Pagodas and Twenty four Fanams the said John Burnell and William Porter the said Defendants have Combined Confederated and Agreed together Fraudulently and Unjustly to Defraud your Orator of the said Sum of Three Thousand Eight Pagodas and Twenty four Fanams and

Mayors Court at Madraspatnam } Tuesday the 28th Day of May
Anno Domini 1771

Present

John Holland Esquire. Mayor
Peter Marriette — Thomas Powney
Reynold. Adams — Joshua Cuthbert
Charles Smith — Edward Stracey and
Francis Gourdon — Aldermen

(L.S.)

Between William Justice Late of Rangoon in the Kingdom of Pegue Esq. by his Attorney Jorge Mackay for George Esq. Complainant and William Bunbon of Madras Merchant Defendant

The Defendant being in Court and Attorney for the Plaintiff the Complainants Demand This Court do the Judge of the Complainants Demand This Court do the therefore think fit to Order and Decree as the Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum and just Sum of Five Thousand and Sixty eight Pagodas 5068.28 - 5 and twenty four Fanams Pagodas together with such Interest as now is or shall hereafter become Due thereon Until full Payment is made also all Costs of this Suit

Entered and Filed March 12th 1771

Given

In the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this

(1st)

Mr. Hooke Sammony

1770 August 18 To your Promissory Note of hand of this Date payable in Twenty Days for ... £15

Sept. 15 To your Promissory Note of hand of this Date payable on or before the 31st day of October for ... £11 25

To 2 Dozen of Demiff Wine @ 2 Pagodas p. Dozen ... £6

To Sundry Goods sold to you for ... £16 36

Ditto Credited ... £39 4

By Cash Received in part of your Promissory Note of hand Dated the 4th September last ... £5

Balance Due Pagodas 34 4

(1st)

Madras 7th March 1771

Errors Excepted

John Debonnaire

Mayor's Court at Madraspatnam

Tuesday the 28th Day of May Anno Domini 1771

Present

John Holland Esquire Mayor

Peter Mariette — Thomas Pomeroy

Reynold Adams — Arthur Cuthbert

Charles Smith — Edward Stacey and

Francis Fourdan — Aldermen

Between John Robinson Complainant and Hooke Sammy alias of the same place

A. Appearing by the Rule of Court that the Defendant hath been served with the Rule to Answer the Complainants Bill, but wilfully obstinately refusing so to do This Court doth therefore fit to Decree and Decree accordingly that the Defendant shall pay unto the Complainant the just Sum of Thirty four Pagodas and Fourteen Pagodas 34. 14. Fanams with such Interest as shall become Due thereon Monthly and Costs of this Suit

Decree

21st May 1771

To the Honble the Court at Madraspatnam

Sheweth

To the Honble

Gideon Smith

That your Petitioner having been informed there is a Vacancy for an Attorney in the Honble your Petitioner being a Resident of this Place & Inhabitant is therefore humbly desirous himself to fill the Vacancy and whilst he should be happy to be of giving Satisfaction to Your Petitioner he shall ever Pray

Gideon Smith

Feb 28th May 1771

To the Honble

Court at Madraspatnam

Inhabitant that Gabriel Cockran at present in Madras Merchant Indebted unto your Orator in the Sum & just Sum of Madras Pagodas and Twenty fanams Current Money of Thirty Four Pagodas and Twenty fanams Current Money of Madras Reckoning in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of Thirteen Pounds Fourteen Shillings and Eight pence Arising on his Promissory Note of hand bearing Date the Twenty first Day of February in the Present year of Our Lord One Thousand Seven Hundred and Seventy One and payable to your Orator on Demand, And whereas your Orator hath frequently and often Demanded the Payment of the said Sum of Thirty four Pagodas and Twelve fanams Which he refuses to pay to your Orator Now May it please this Honorable Court the said Gabriel Cockran Obstinately and Wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the premises your Orator prays a Speedy Relief may be had in this Honorable Court according to Equity and good Conscience To the End therefore that the said Gabriel Cockran may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truly and Particularly to all intents and purposes as if the same were here again repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Thirty four Pagodas and Twelve fanams With all such Interest as now is or shall become due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said Gabriel Cockran to be Summoned and Required by the Sheriff of Fort St George or Deputy of Madraspatnam to be and appear before this Honble the District Court personally to be and appear before this Honble Court at a certain time to be by this Honorable Court for that purpose appointed then and there to Answer the premises of your Orator's Bill of Complaint & further to stand to and abide by such Order & Decree therein as to this Honble Court shall seem Meet

Dan Shaw

Attorney for the Complainant

10th June 1774

This Bill being shewn to me on the Day of Appearance, the Complainant having made Oath to the Truth of the Premises, and that she has Reason to believe that the Defendant is about to Depart from the Jurisdiction of this Court. Let the Summons prayed for last Court Day be made Returnable Immediately on the Arrest of Same

John Holland
Mayor

Mayor's Court at Madraspatnam

Tuesday the 14th of June Anno Domini 1774

Present
John Holland Esquire Mayor
Peter Marriott — Aldermen
Francis Brown —

Between Ann Lechmere Late Ann Lechmere Widow Executrix of Edward Lechmere Late of Madras Deceased and Gabriel Cockburn of Madras Merchant Defendant

The Defendant being in Court and acknowledging the Justice of the Complainants Bill Court doth Order that the said Defendant do Immediately Answer the Complainants Bill and Come to a Hearing on the Same on Thursday the 23d Instant and Pay unto the Complainant the Sum of Thirty Two Pagodas and Twelve Fanams for Costs of Suit together with Such Costs and Charges as may have been Incurred in the Service of this Order

(95)

Fort St George 3 June 1774

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court your Orator Abram Hanbock of Madras Merchant that Mahamed Yousuff also of the same place Merchant Stands indebted to your Orator in the Sum of Pagodas Rupees of One Thousand Two Hundred and Seventy one Pagodas Sixteen Fanams and Fifty four Cash Current Money of Madras making in Sterling Money of Great Britain Pounds Two Hundred and Twenty eight Shillings Eight pence half penny and Eight eight pound three Shillings and Eight pence half penny or thereabouts as will more fully and at large appear by the Account Current hereunto annexed for the inspection of this Honorable Court and which your Orator most humbly prays may be taken as part of this your Orators Complaint And your Orator further Sheweth unto this Honorable Court that he hath frequently demanded payment of the aforesaid Sum of One Thousand Two Hundred and Twenty one Pagodas sixteen Fanams and fifty four Cash But may it please this Honorable Court that the said Mahamed Yousuff wilfully & obstinately refuses to give your Orator any manner of Satisfaction touching the premises Your Orator therefore prays a General Order such as to this Honorable Court shall appear agreeable to Equity and good Conscience to the End that he the said Mahamed Yousuff may upon his Corporal Oath fully true and perfect Answer make to all and singular the matters and things herein before alledged and as fully truly and effectually shall unto and to pay unto the Deponent here again repeated and Interrogated as the Pagodas Sum of One Thousand Two Hundred and Twenty one Pagodas Sixteen Fanams and Ninety Four Cash Current Money of Madras as aforesaid Sum of

Dr. Mahomet Jeraff on Account Current with Arnout Vanbrugh. Cr.

To Cash lent you in p Obligation of this Date	1120	-	-	1771 June 3	By Cottons Due to me	1221.16.51
To Interest on 1120 Pagodas from the 28th June 1770 to the 3 June 1771, is 11 M. 6 Days @ 9 p Cent p Annum	101.16.51					
Pagodas	1221.16.51				Pagodas	1221.16.51

Madras 3 June 1771

Errors Excepted

p Arnout Vanbrugh

(1)

Mayors Court at
Madraspatanam

Tuesday the 11th Sept.
Anno Domini 1781

Present

The Honble John Holland Esqrs Mayor
Peter Marsille — Thomas Pomany and
Francis Fourdan — Aldermen

Between Moses Cowell
Madras Merchant Complainant
Mahomet Yoonuff also of the same
Merchant Defendant

The Defendant being in Court and Not
denying the Justice of the Complainants Demand
Court doth therefore think fit to Order and Decree
Accordingly Order and Decree that the Defendant shall
unto the Complainant the Just and full Sum of One
Hundred and twenty one Pagodas six Fanams and
four Cash Pagodas 121. 6. 4 together with
Interest as now is or shall hereafter become Due thereon
until full Payment is made also all the Costs of this Suit

Plan

Dated 6th June 1781

To the Honorable the Mayor
Court at Madraspatan

Humbly Complaining Sheweth
to this Honorable Court your Orator George Smith of
Madras Merchant That John Pownall and William
of Rangoon in the Kingdom of Pegu Portuguese
Madras Merchants stand Indebted unto your

Orator in the Sum of Two Thousand Pagodas Twenty three Fanams and Thirty Nine Cash Current Money of Madras making on Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eight hundred and Eighty three Pounds Six Pence Sterlg as will more fully and at Large appear by an Account Current to Answer for the Jurisdiction of this Honorable Court And which your Orator prays may be Annexed as part of this your Orators Bill of Complaint And your Orator further Sheweth unto this Honorable Court that he hath frequently and in an Amicable manner Requested Payment from the said John Pownall and William Bruton of the said Sum of Two Thousand Two hundred and Seven Pagodas Twenty three Fanams and Thirty Nine Cash but they and each of them have refused and Neglected and still refuse to pay the same or to give Satisfaction for the same Tho' Your Orator hath often Demanded the same and is Ready and Willing to Allow them all Just Discount for the same Now May it please this Honorable Court the said John Pownall and William Bruton to be Compelled to Answer the Premises and to Set forth whether they do not Owe unto your Orator the Sum of Two Thousand Two hundred and Seven Pagodas Twenty three Fanams and Thirty Nine Cash and whether they do not refuse to pay the same and for what Reason and to Discover what Effects they have in their Hands belonging to the said John Pownall and William Bruton and to Compel them to Pay unto your Orator the Sum of Two Thousand Two hundred and Seven Pagodas Twenty three Fanams and Thirty Nine Cash with Interest for the same from the time of Demand and to Pay unto your Orator his Costs of Suit and your Orator will ever Pray

May it please this Honorable Court to Grant unto your Orator the Writ of Subpoena to be directed to the said John Pownall and William Bruton to be Commanded and Required by the Sheriff of Madras and his Deputies and the Peons of this Honorable Court Generally to be and Appear before this Honorable Court at a certain time and place to be by this Honorable Court Appointed then and there to Answer the Premises and to Abide such Order and Decree therein as to this Honorable Court shall seem Meet and your Orator will ever Pray