Mayors Cou

Vol 2

[illegible]

25

Mayors Court

Pleadings

vol 25

CN 12020

Mayor's Court Records Vol No 25

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செப்பனிடுபவர் பெயர் [illegible]
செப்பனிடுவதற்காக எடுக்கப்பட்ட நாள் 4/2004
செப்பனிட்டு முடிந்த நாள் 7/2004
13/7/04
சரிபார்க்கும் ப.நி.பா.எ. கையொப்பம்
23/7/04

ds in Pleas [illegible] Anno 17

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Mayor's Court at Madraspatnam } { Tuesday the 22 day of January Anno Domini 1771

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G.C 12020

(P) A

L.S

Present

John Holland Esquire Mayor

Peter Marriette — Thomas Powney

Reynold Adams — and Edward Stracey

Aldermen

Mayor's Court

Between William Harrison of Madrass Victualler Executor to the last Will and Testament of George McGaskill Deceased Complainant and Sangamiah of the same Place Inhabitant Defendant

It Appearing by the Records of this Court that the Defendant hath been served with the Usual Rules to Answer the Complainants Bill, but willfully 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 Complainant the full and just Sum of Sixteen Pagodas and thirty five fanams / Pagodas 16. 35 „ / together with such Interest as now is or shall hereafter become due thereon Until full Payment is made also all Costs of this Suit

Exam

Recd and filed
th August 1771

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court your Orator Francisco Xavier of Madras Inhabitant That Peter Hanson of the same place Carpenter stands Indebted unto your Orator in the full and

[...]dered Filed
9th July 1770

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honorable Court your Orator William Harrison of Madr
Victualler Executor to the Last Will and Testament of Geo
McGaskill Deceased that Whereas Jangamiah of the same
Place Inhabitant Stands justly and truly indebted unto th
said Deceased's Estate in the full and just Sum of Sixte
Pagodas and Thirty Five fanams Current money of Madras b
the Amount for Sundry Articles bought at Publick Outcry th
First day of June last which Sum of Sixteen Pagodas and th
five fanams Current Money of Madras after the rate of Eig
Shillings for every Pagoda will amount to the Sum of Si
Pounds and Fifteen Shillings or thereabouts Sterling Mon
Great Britain And Whereas your Orator hath freq
and in an Amicable Manner requested Payment of the sa
of Sixteen Pagodas and Thirty five fanams from the said Ja
miah But now so it is may it Please this Hon
Court that the said Jangamiah Obstinately and willfully
to give your Orator any Manner of Satisfaction touchin
Premises May it Please this Honorable C
to Cause the said Jangamiah to be Summoned to Answer
Your Orators Bill of Complaint

Rp Ruffer
Attorney for the Complain

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and Just Sum of Seventeen Pagodas and Nine fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Six Pounds and Eighteen Shillings for One Pallankeen Compleat by your Orator Sold at Publick Outcry and Delivered to the said Peter Hanson on or about the Sixth Day of June in the Present year of our Lord One thousand Seven hundred [illegible] Seventy And your Orator further Sheweth unto this Honorab[illegible] [illegible]ourt that he hath frequently and in an Amicable Manner requested Payment from the said Peter Hanson of the said Sum of Seventeen Pagodas and Nine fanams

But now so it is May it please this Honorable Court the said Peter Hanson Obstinately and wilfully refuses to pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays that he may be Summoned to Answer this your Orators Bill of Complaint

John Sykes
Attorney for the Complainant

Mayor's Court at
Madraspatnam

Tuesday the 19th Day of July
Anno Domini 1771

Present

John Holland Esquire Mayor
Reynold Adams — Charles Smith &
Edward Stracey — Aldermen

L S

Mayor's Court

Between Francisco Xavier of Madras Inhabitant Complainant and Peter Hanson of the same place Carpenter Defendant

It Appearing by the Records of this Court that the Defendant hath been Served with the Usual

Rules to Answer the Complainants Bill but Wilf
and Obstinately refusing so to do This Court doth
therefore think fit to Order and Decree and doth Accor
Order and Decree that the Defendant shall pay unto the
Complainant the full and just Sum of Seventeen Pa
and Nine fanams of Pagodas 17 9 — — together w
such Interest as now is or shall hereafter become due
thereon untill full Payment is made also all Costs of
Suit

P Cur

To the Honourable the Ma
Court at Madraspatnam

Humbly Complaining Sheweth unto
Honourable Court your Orator Joaquim Gregorio of M
Inhabitant That Whereas Peter Hanson of the s
place Inhabitant Stands Indebted unto your Orator in
full and Just sum of Ten Pagodas Current Money of
Madras Arising upon an Account which Account is he
Annexed for the Inspection of this Honourable Court w
Sum of Ten Pagodas after the rate of Eight Shilling
Every Pagoda will amount to the sum of Four Pounds Ster
Money of Great Brittain and Whereas your Orator ha
frequently Demanded payment of the Aforesaid sum of Ten Pa
But now so it is and may it p
this Honourable Court that the said Peter Hanson Ob
and Willfully refuses to give your Orator any Manner of Sat
touching the Premises your Orator therefore prays that he m
be Summoned to Answer this your Orators Bill &c

John Sykes
Attorney for the Compl

4

Mr Peter Hanson ——— Dr

To Medicines and Attendances ...... Pags 10 — —

92.12020

Fort St George
17th August 1770

Errors Excepted
Jm: Gregorio

Mayor's Court

Mayors Court at Madraspatnam } { Tuesday the 19th Day of February Anno Domini 1771

Present

John Holland Esquire Mayor
Reynold Adams — Charles Smith and
Edward Stracey — Aldermen

Between Joaquim Gregorio of Madras Inhabitant Complainant & Peter Hanson of the same place Inhabitant Defendant

It Appearing by the Records of this Court the Defendant hath been served with the Usual Rules 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 Complainant the full and just Sum of Ten Pagodas of Pagodas 10 — — together with such Interest as now is or shall hereafter become due thereon Untill full Payment is made also all Costs of this Suit

P Cur

Filed 26th April
Recd 1st May 1770

To the Honble the Mayo
Court at Madraspatna

Humbly Complaining shew
this Honorable Court your Orator Daniel Shaw of Ma
Inhabitant, That Thomas Sellers of the same place Ens
the service of the Honorable the English East Indi
Stands Indebted unto your Orator in the full and jus
of Eleven Pagodas and Five fanams Current Money o
making in Sterling Money of Great Britain at th
of Eight Shillings for every Pagoda the Sum of Four
Nine Shillings and One Halfpenny or thereabouts
on his Promissory Note of hand bearing Date the Six
of January in this Present year of Our Lord One Th
Seven Hundred and Seventy and payable in One Mont
Date your Orator further Sheweth unto this Honora
that he hath frequently and in a friendly manner requeste
of the said Sum of Eleven Pagodas and Five Fanams an
said Promissory Note of hand is lost or mislaid and offer
Lieu thereof a Receipt or Indemnity But the said Th
Sellers refusing to pay the same or give any Manner of
Satisfaction Touching the Premises your Orator pray
may be Summoned to Answer unto it

Daniel Shaw
Attorney for the Complain

26th April 1770

Summons in the Days of
Adjournment Let a Summons Issue
Returnable next Court Day

Francis Jourdan
Mayor

Jur in Cur
May 29th 1770

5

The Answer of Thomas Sellers Ensign in the Honorable the India Company Service to the Bill of Complaint of Daniel Shaw an Attorney of this Honorable Court

This Defendant now and at all times hereafter saving and reserving to himself all manner of Benefit and Advantage of Exception to the many incertainties insufficiencies and imperfections in the said Complainants Bill of Complaint Contained for Answer thereunto or so much thereof as this Defendant is Advised is any ways material for him to make Answer unto He this Defendant Answereth and Saith that he has no Dealings with the said Complainant Daniel Shaw since December first last past at which time he paid him for Eight Gallons & three Quarters of a Gallon of Arrack bought and received from the said Daniel Shaw November the fourth last past and Eight Gallons and three Quarters of a Gallon of Arrack which he had also received from him the Twenty Sixth day of the same Month of November Amounting in the whole to the sum of Eight Pagodas thirty one fanams and forty Cash as will more fully appear by a Bill of Parcells of the same with a Receipt of the said Daniel Shaw annexed ready to be produced at such time as to this Honorable Court shall seem Meet & this Defendant further saith that he does not know of any sum or sums of Money whatsoever that he is indebted to the said Daniel Shaw the Complainant unless the said Complainant is possessor and holder of any Note of hand of this Defendants as he this Defendant hath issued out several Notes for Money and this Defendant further Acquainteth this Honorable Court that he offers to pay any Note of hand which he this Defendant had issued out and which might Accidentally be in the Possession of the said Complainant Daniel Shaw with

a Legal

a Legal Authority for him to Demand and receive the
the said Complainant Daniel Shaw did Attempt
and withall from this Defendant out of a Sum of Money
Defendant had employed and intrusted him to Receive for
Account of this Defendant by Virtue of Sunday Processes
this Honorable Court in the Month of April last past
of Eleven Pagodas under the Specious pretence of having
his Possession a Note of hand of this Defendants which he
pretended that he had lost upon which he this Defendant
a Member of this Honble Court who Ordered the Complainant
Shaw to pay this Defendant all the money that he had rec
Defendant Account by virtue of the said Processes as such
were both illegal and Unwarrantable

All which matters and things this
is ready and willing to Verify maintain and prove as this Ho
Court shall appoint and Direct and most humbly Prays
hence Dismissed with his reasonable Costs and Charges
Behalf most Wrongfully Sustained

Thomas Sille
R Williamson
Attorney for the Defendant

The Replication of Dani
one of the Attorneys of this Honorable Co
Complainant to the Answer of Thomas S
of Madras Gentleman Defendant

This Replyant saving to himself all Advan
of Exception to the Defendants said Answer for Replication
thereunto saith That all and every the matters and things in a
his said Bill of Complaint already said he will Justify
Maintain and prove to be good certain and Sufficient in the
Law to be Answered unto in such manner as the same are
therein or thereby Setforth and Declared

of the said Defendant is untrue and insufficient in the Law to be by this Replyant Replied unto, for divers manifest imperfections and incertainties therein Contained the Benefit of Exception whereunto being now and at all Times saved to this Replyant

All which Matters and things this Replyant is ready to aver maintain and prove as this Honble Court shall Direct and humbly Prays as in and by his said Bill he hath already Prayed

Daniel Shaw
Attorney for the Replyant

Mayors Court at Madraspatnam } { Tuesday the 23 day of April Anno Domini 1771

Present
John Holland Esquire Mayor
Peter Mariette and Thos Powney
Aldermen

LS

Mayor's Court

Between Daniel Shaw of
Madras Inhabitant Complainant
and Thomas Sillers of the same place
Ensign in the Service of the Honorable
the English East India Company
Defendant

This Cause coming on to be Heard and debated this day — On Reading the Complainants Bill The Defendant Answer, the Replication, And on due Consideration had thereon As the Defendant has not in his Answer positively Denied the justness of the Complainants Demand, & as the Defendant has not Delivered in a Rejoinder to the Complainants Replication, thereby Acquiescing with the

with the said Replication and the Complainants Demand
Court, doth therefore think fit to Order and Decree and
Accordingly Order and Decree that the Defendant shall pay
Complainant the full and just Sum of Eleven Pagodas and
fanams (Pagodas 11. 5 —) together with such Interest
is or shall hereafter become due thereon Untill full paym
also all Costs of this Suit

Pleas

Read and Filed
27th February 1770

To the Hon'ble the May
Court at Madraspatna

Humbly Complaining Sheweth unto this
Court your Orator Antonio Ferreira of Madraspatnam
That in the Month of June in the year of our Lord One
Seven Hundred Sixty nine James Atkins late of this
Mariner being indebted to your Orator in his Note of hand
be paid in the full and just Sum of Seventy Rupees the
Coins of Madras Making in Sterling Money of Great Brit
accompting three and one half Rupees to one Pagoda and
at Eight Shillings the Sum of Eight Pounds or thereabouts
on or about the Month of June last and aforesaid James
intending to proceed on a Voyage to Sea brought to your Or
Daniel Shaw now an Attorney of this Honourable Co
became Security for the payment of the said Sum of Seventy
Your Orator as will more clearly appear by Evidence to be
on the Tryal And your Orator further Sheweth unto this
Court that on or about the Time aforementioned James
departed from hence or at least hath not since been found
Jurisdiction of this Court And that your Orator frequently
and Amicable manner Demanded the payment of the said
Rupees from the said Daniel Shaw Who some time ago
and did as part of payment one third part of a Piece of
which your Orator then refused as it was no part of the
But now so it is
Honourable Court the said

---

and willfully to give your Orator any Manner of Satisfaction
touching the Premises your Orator therefore prays a general Relief
And that the said Daniel Shaw may be Summoned to answer
this your Orators Bill of Complaint

R. Williamson
Attorney for the Complainant

The Answer of Daniel Shaw now an
Attorney of this Honourable Court Defendant to
the Bill of Complaint of Antonio Ferreira
of Madras 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 Uncertainties Insufficiencies &
Imperfections in the said Complainants Bill of Complaint
Contained for Answer thereunto or unto so much thereof as this Defend
is advised is any ways material for him to make Answer unto He
this Defendant Answereth and Saith That he absolutely Denies being
Security to the Complainant for the payment of any sum or sums
of Money whatsoever, for or on Account of Mr James Atkins late
of Madras Mariner, as is Unjustly set forth in the Complainants
Bill of Complaint This Defendant further saith that some time
in the Month of September last, and not in the Month of June
as set forth by the Complainant, this Defendant did call on the
Complainant and acquainted him that the said James Atkins had
appointed this Defendant to be his Attorney in Order to receive
from Captain Henry Kent late Commander of the Snow Mary
the Sum of One Hundred and Sixty Two Rupees for Pay and
Privilege due to the said James Atkins as Chief Officer of said
Snow and that should the said Captain Henry Kent pay the
Amount of the aforesaid Account, this Defendant would then
Discharge a promissory Note of hand which he was informed the
said James Atkins had given the Complainant

Defendant further saith that on Scrutinizing the aforesaid
said Captain Henry Hart, he objected to Deviding being
a Considerable time during the said Vessel remaining
without any Cargo on Board, and this Defendant being
that it was not the Custom of Merchants of this place to
on such Occasion, he approved of an Account Current
said Captain Henry Hart, and Received the Balance
Amounting to Ninety Three Rupees Fourteen Annas
Pice, which Account Current and the Account left
Mr James Atkinson is now in this Defendants possession
produced to this Honorable Court in Due time this D
saith that as the Condition of the Promise given by this
the Complainant is not fulfilled by this Defendants
the Sum of Ninety three Rupees Fourteen Annas and
not the Sum of One Hundred and Sixty two Rupees being
of the Account left by the said James Atkinson this Defend
Conceives that the Complainant cannot by Law
having the said James Atkinson Promissory Note
that a Conditional Promise cannot be Supposed to
Security and therefore this Defendant again Denie
security for the said James Atkinson in any Sum
whatsoever this Defendant further saith that the said
Atkinson was indebted to this Defendant at the time
Conditional Promise made to the Complainant
that the aforesaid Promise would not have been given by
Itself be imagined that on Receiving the Amount of
left with this Defendant must needs be a Sufficient
Complainant but as the same is not exceeding this Defen
net Value of the said James Atkinsons in his possess
Discharge the Promissory note of hand after Deducting
he was indebted to this Defendant and this Defendant further
the Complainant Continually Importuning him for
had Adjusted Accounts with the said Captain Henry Hart
Defendant to Offer the Complainant in Advance
Month, but which not approving of the same this Defend
Consent what the Complainant

---

the Agreement, as this Defendant did not make any agreement with the Complainant — All which matters 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 and Charges in this behalf most Wrongfully Sustained —

Daniel Shaw

To the Honorable the Mayor's
Court at Madraspatnam

Received and Filed
17th April 1770

The Replication of Anthon
Ferreira Complainant to the Answer
of Daniel Shaw Defendant

The said Replyant saving to himself all Advantages of Exception to the Uncertainties of the said Defendants Untrue Insufficient and Evasive Answer for Replication thereunto saith that all and Singular the Matters and things in the Replyant's said Bill contained are true as the same are therein alledged and that the Answer of the said Defendant to the Bill of Complaint is very untrue and this Replyant is ready to Aver Maintain and prove the same as this Honorable Court shall Award and humbly Prays as in and by his said Bill he has already prayed The Defendant having not Answered to the Charge of being in Company with James Atkinson on or About the time that the said James Atkinson intended to proceed from hence to Sea at the House of your Orator at which time he was appointed James Atkinsons Attorney and by promise became Surety for the Payment of the sum of seventy Rupees due to your Orator from the said James Atkinson as will more fully appear by an Evidence who is a Subscribing Witness to the said Letter of Attorney and ready to be produced at such time as to this Honorable Court shall seem meet And your Replyant further Sheweth unto this Honorable Court the insufficiency of that part of the Defendants Answer wherein he saith that the said James Atkinson was indebted to him the Defendant and Does not Declare in how many Rupees annas and pice or in what Sum or Sums of Money or upon what Account the said James Atkinson was indebted

to him and your Replyant further Sheweth unto th
Court that part of the Defendants Evasive Answer that
Value of the said James Atkinson in his possession to th
Promissary Note of hand Due your Orator and Due and
sum or sums of Money Pagodas Rupees or [illegible] he ha
Possession the property of the said James Atkinson and
withholds from your Orator Contrary to Law and Equity
having Witnesses ready to produce in due time that the sai
Shaw hath a Considerable sum of Money in Pagodas
[illegible] now in his possession the property of James Atk
Also any Demand that he the Defendant hath Against
Atkinson and your Replyant further Sheweth unto th
Court the Insufficiency and Evasion of that part of
Answer wherein he saith that the Complainant
importuning him for Money before he and the
with Captain Henry Hunt [illegible] have the Defend
Complainant in Advance athird of a League of
Your Orator hath Witness ready to produce at such ti
Honorable Court shall seem Meet to prove that the
Daniel Shaw had come to Agreement with Captain
Dishcharged Hunt the Sum of Money in Rupees
he would Receive for and on Account of the said James
Supposs Money Advance [illegible] [illegible] at the time
payment of the Twenty Rupees due from James Atk
Complainant the third of a League of Arrack and your
further sheweth unto this Honorable Court the exparte
and uncertainty of the several parts of the Defendants Answ
he first Affirms that he the Defendant Absolutely
Security to the Complainant for the payment of any
of Money Whatsoever Afterwards Declares that in the
promise given by him the Defendant to the Complainant
he humbly Conceives that the Complainant cannot by
Obliged him to pay the Conditional Promise and then
Answer with averring that he the Defendant had
Agreement with the Complainant Whereas your
Witness ready to produce at

Shall Seem Meet to prove not only the Agreement and Absolute promise of payment of the said Note of Twenty Pagodas due from James Atkinson to your Orator by the said Daniel Shaw the Defendant but also thatone Particular Sum of Money whatsoever was mentioned to be received from Captain Hunt on Account of the said James Atkinson at the Before=mentioned Time and at the House of your Orator where promise of payment was made to your Orator by the Defendant Daniel Shaw in all which particulars the said Answer of Daniel Shaw the Defendt is Evasive imperfect and Insufficient and your Replyant therefore humbly prays this Honorable Court that the Defendant may be Decreed to pay your Orator the aforesaid Sum of Twenty Rupees together with the Interest thereof and all the Costs Expences and Charges attending this Suit and further to Stand to and Abide such Order and Decree therein as to this Honorable Court shall Seem Meet

R. Williamson
Attorney for the Replyant

Dated Filed
May 1770

The Rejoinder of Daniel Shaw one of the Attorneys of this Honorable Court Defendant to the Replication of Antonio Ferreira of Madras 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 Incertainty 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, avers and by his said Answer he hath already said and doth and will aver and maintain all and every Thing and Things therein to be true and Certain in such Manner as therein is alledged and Expressed and this Defendant also Saith, That the said Replication of the said Complainant is Uncertain and insufficient in the Law to be rejoined unto by the said Defendant, for Divers Defects and Imperfections therein Contained. All Which matter this Defendant is ready to aver and prove, as this Honorable Court shall Direct and therefore prays, as before in his said Answer he hath prayed.

Daniel Shaw

Interrogatori

Administered to each Witness

produced Sworn and Examined

Behalf of Antonio Fereira

and in a Certain Cause now d

said Antonio Fereira of Madras

Complainant and Daniel Shaw

Attorney at the Honorable

is Defendant

o all the
Witnesses }

Do you know the parties Complainant

in this Cause or Either and which of them and

you known them or Either and which of them

e Alexander
Dugood }

Was you or was you not at any Time

a Subscribing Witness to a Letter or power of Attorney

James Atkison Mariner to Daniel Shaw one of the

in this Cause if yea did or did not the said James Atki

Personally your Presence Acquaint the Complainant

Fereira with the Contents and Meaning of the said

Attorney and for what purpose James Atkison ap

Daniel Shaw his Attorney fully and truly relate

Conversation that passed either before and after you became

Witness to the said Letter or power of Attorney Did you

Did you not at any Time see or hear James At

Daniel Shaw to pay Antonio Fereira the Bill of Exch

any other Sum or Sums of Money to Atkison [illegible]

reply did Daniel Shaw make to James Atkison

Was you or was you not present at any time

Atkison and Antonio Fereira had any Conversation

Daniel Shaw becoming Surety or Security for the Ab

said Antonio Fereira if yea fully and truly relate what

Party said on that Occasion

Was you or was you not Present at any time

Departure of James Atkison from Madras when Dan

Promised payment of James Atki

or any part of it if yea

ll the
sses

pay or from whom did Daniel Shaw say that he was to Receive or had received Money on James Atkisons Account and Did he or did he not Declare that he knew how much money he was to receive or had received from Captain Kent or Captain Kents Dubash all the Conversation relative to these Matters fully and truly relate

------- Did you or did you not at any Time Ask Captain Kent or Captain Kents Dubash the reason of withholding or not paying the Money due James Atkison to Daniel Shaw if yea fully and truly relate what they or Either of them said in Answer

------- Did you or did you not any time and when and how often Ask Daniel Shaw his Reasons for not paying the Money due from James Atkison to Antonio Fereira if Yea fully truly and Justly relate the Answers you received from Daniel Shaw relative to these Matters

------- Did you or did you not any Time tell Daniel Shaw that you was present when he Daniel Shaw promised to pay Antonio Fereira what was Oweing to him from James Atkison and if he did not pay the Money to Antonio Fereira that Antonio Fereira would put him Shaw into Court for the Money if yea fully and truly relate whether you said that you would or would not appear and Evidence for or Against the said Daniel Shaw and what Daniel Shaw replied in Answer thereto

------- Do you know or can you say any other Other Matter or thing Material for the Complainant Antonio Fereira in this Cause if so Setforth the same as you know have been informed or do believe with the reasons of Such your Knowledge or Belief

R Williamson

Attorney for the Complainant

Mayor's Court at
Madraspatnam

Between Robert [illegible]
Inhabitant Complainant and Da[illegible]
the Honorable the Mayor's Court
Law Defendant

On the Part of the

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

Alexander Dugood of Madras Inhabitant
years or thereabouts being produced as a Witness in this C
of the Complainant maketh the 17 Day of June 178[illegible]
Present at the Office of Mr Daniel Shaw [illegible] the
Defendant, and who also received a Note of the [illegible]
of abode of the said Deponent and afterwards at the [illegible]
Month being Sworn and Examined Deposeth as f
To the first Interrogatory this Deponent saith that he
the Complainant [illegible] [illegible] in this Court
hath so known him [illegible] year and Half or thereabouts
he hath known the Defendant Daniel Shaw likewise
same [illegible] [illegible] and was a Witness to this Interrog
To the second Interrogatory this Deponent saith that he
subscribing Witness to a Power of Attorney given by Mr
Atkinson to Daniel Shaw the Defendant in this Ca
the Date of his so Subscribing [illegible] to the Date of the
of Attorney not being able at present to [illegible]
he thinks however it was in the latter Part of the year
before he became a Subscribing Witness as aforesaid a
between the aforementioned James Atkinson and the Defen
which this Deponent understood that the said Power
was intended in Order to impower the Defendant to rec
that was due to the said James Atkinson from Captain
Kent Mariner to Enable him of the Defendant
Debts due from the said James Atkinson to Mr
Merchant to the Complainant and to the [illegible]
Deponent then Understood the

said And that after his Subscribing, he Accompanied the said
James Atkinson and the Defendant to the House of the Compl-
-ainant where another Conversation passed in which the said
James Atkinson acquainted the Complainant with what they
had so done and the Reasons for so doing as aforesaid and then the
said James Atkinson asked the Complainant whether he was content
with being paid in that Manner, to which he answered in the
Affirmation, and afterwards asking the Defendant also if he
would pay the Complainant he replied "Yes, if I get the Money
That the Deponent likewise said there would scarce be enough
to pay Mr West but if he got the Money he should Certainly pay the
Complainant. — That he knows of no other Conversation passing
between the said James Atkinson and the Complainant relative
to Daniel Shaw becoming Security for the Debt due from
him to the Complainant Unless the above Transaction may be
thought to make him so That he has been Present since the
Departure of the said James Atkinson from Madras (though he Cannot
as Certain the Time) when the Defendant told the Complainant
that as the Money Received would scarce be Sufficient to pay one of
them, and as Mr West was to be the last paid he would give him,
the Complainant, one Half and take the other to himself that the
Person he was to receive the Money from was Captain Kent aforementioned
the Sum of which the Deponent thinks he did mention to the Complainant
but he Cannot certainly recollect that Circumstance at Present That he
never asked Captain Kent or his Dubash any thing relative to the
Matter in Hand, but that he was present when Captain Kent's
Dubash was at the Complainant's, at which time the said Compl.
asked the said Dubash if he or his Master had paid the aforesaid Money
to Mr Shaw the Defendant, to which Question the Deponent can
not now recollect the Answer that was made, only he remembers
that the Dubash seemed to prevaricate greatly and said that he
would speak to the Defendant for the Money as he thought from
the Words of the Dubash that it must have been paid, which the
Deponent accordingly did and received for Answer that he had
come to an Agreement with a Dubash
of the said Money

according to that Agreement he was not Enabled to pay
he would to Satisfy his present Demand let him hav
a Leaguer of Arrack instead thereof which Declaration h
having informed the Complainant of he refused the Of
said if he would not pay him the Money he would sue h
which this Deponent went to the Defendant and told h
was present when he the Defendant promised to pay
half of what he should receive and as the Complainant
him in Court he this Deponent would Certainly
as an Evidence on the Opposite side and hoped he w
excuse his Appearing what he Knew To which the
make some Indifferent Reply — Nor this Dep
Not to this or the last Interrogatory

lliam Chambers
Examiner

Alexander

Interrogatories to be Adm
such Witnesses as shall be produced Sworn
Examined in a Certain Cause now Dep
Yours in the Honourable the Mayor's
Madraspatnam Wherein Antonio
J. Havre Inhabitant is Complainant
Daniel Shaw one of the Attorneys of
the Mayor's Court at Madraspatnam
Defendant On the part and Beh
Defendant

ll the
ames

1st Do you know or Do you not know the
Complainant and Defendant in the Title of these
Named If yea how long how long have you known the
which of them Declare

ichard
& Alex
Dep

Did you or Did you not Subscribe your N
to a Letter of Attor

Defendant by Mr James Atkinson late Chief Mate of the Snow Mary If yea where and on what day did you so Subscribe your Name Do you know or Do you not know of an Account afterwards being Delivered to the Defendant by the said James Atkinson If yea what was the purport and Amount of the said Account and what Directions did the said James Atkinson give to the Defendant at the Delivery thereof Did you or Did you not hear the said James Atkinson request of the Defendant to pay a Sum of Money Due by him to Mr James West Merchant at this place If yea Do you or Do you not know of a refusal being made to the Same by the Defendant If yea what Reason did the Defendant give for such his refusal The whole of these Matters according to the Best of your Knowledge Remembrance Information and belief together with the Reasons of such your Belief fully and Particularly Declare

to Henry
ent

3d Do you or Do you not know of a Demand being made on you by the Defendant for the payment of a Certain Sum of Money for and on Account of his Constituent Mr James Atkinson late Chief Officer of the Snow Mary If yea what was the Amount of the Sum Demanded, Did you or Did you not refuse to pay the same If yea what were your reasons for such your Refusal and what was the Amount of the Sum paid by you to the Defendant the whole of these Matters according to the best of your Knowledge Remembrance Information and belief together with the Reasons of such your belief fully and particularly Declare

all the
mest

4th Do you know of any other matter or thing or have you heard or Can you Setforth any thing touching the Matters in this Cause that may tend to the Benefit or Advantage of the Defendant If yea, Declare the same as you know have been Informed or do believe, together with the Reasons of such your belief as fully as if you had been thereunto Particularly Interrogated

Daniel Shaw
Attorney for the Defendant

I Promise to Pay unto M

Francis the Sum of Seventy Rupees the

of Madras given Under my hand this 28 Day

(signed) J. Atk

Examined and Compared with the Orig
& Attested to be a true Copy

J. McM

Mayor's Court at
Madraspatnam

Between Antonio Francis of
Inhabitant Complainant and Da
one of the Attornies of the Honorabl
Court of Madraspatnam Defen

On the Part of the Def

Depositions of Witnesses taken in this Cause b
the Examiner in this Court as Followeth

Richard Stone of Madras Surgeon aged 3 years being produced as a Witness in this Cause on the Part of was on the 30 Day of May 1770 Sworn in Person at the Robert Williamson who is Attorney for the Complainant likewise received a Note of the Names, Title and Place of said Deponent and afterwards on the same Day being Examined Deposeth as Followeth

To the first Interrogatory this Deponent saith that he Complainant Antonio Francis in this Cause and that he twelve months or thereabouts and that he doth know the Defendant Daniel Shaw much about the Space of Time and more saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that he his Name as a Witness to a Letter of Attorney signed Sealed & Delivered to the Defendant by Mr James Atkinson of the Snow Mary and about the

year of our Lord One Thousand Seven Hundred and Sixty Nine, and the Exact Day he cannot at Present Precisely ascertain, and this Deponent further saith that he doth know of and was present at the Delivery of an Account Current by the said James Atkinson to the Defendant which Consisted of a Statement between the said James Atkinson and Captain Kent and remained to be a Ballance due to the said James Atkinson which amounted (to the best of this Deponents Remembrance) to an hundred and Seventy Rupees or thereabouts but what the Directions were which the said James Atkinson gave at the Delivery thereof, this Deponent cannot Venture at Present to Particularize — And this Deponent also saith that he was Present and did hear the said James Atkinson request of the Defendant to pay a Sum of Money due to Mr James West for a third of a Leager of Arrack which he had bought of him, to which the Defendant made Answer that as the Money due from Capt Kent would not be Sufficient to pay all that was due to others, it would be better to Defer paying Mr West as he was more able to wait than his Other Creditor the Complainant in this Cause named And more this Deponent Saith not to this Interrogatory

To the last Interrogatory this Deponent Saith that he saw an Account which Captain Kent Delivered to the Defendant in his Captain Kent's own Hand Writing in which he had deducted from the Ballance due from himself to Mr Atkinson aforesaid, to the Amount of about ninety Rupees which had been Charged under the Head of Privilidge, alledging that Mr Atkinson could not Expect that, as the Ship was not on Service. More this Deponent Saith not this Interrogatory

illiam Chambers

Examiner

ayor's Court at
adraspatnam

Between Antonio Francis of Madras Inhabitant Complainant and Daniel Shaw of the Honorable Mayor's Court Attorney at Law Defendant — On the Part of the Defendant

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

Alexander Dugood of Madras Inhabitant [illegible]
witnesseth being produced as a Witness in the [illegible]
of the Defendant was on the 17 Day of June 1770 [illegible]
at the Office of Mr Robert Williamson who is [illegible]
Complainant by my Clerk Ayyah Timber [illegible]
the Name, Title and Place of Abode of the said Deponent
on the 25th Day of the same Month being Sworn and [illegible]
Deposeth as followeth

1st To the first Interrogatory this Deponent saith that he [illegible] the Complainant Antonio Herrera in the Cause and [illegible] known him a Year and an Half or thereabouts and that he knows Daniel Shaw the Defendant and hath so known [illegible] the same space of Time. Not more saith not to the [illegible]

2d To the Second Interrogatory this Deponent saith that he subscribed his Name as a Witness to a Letter of Attorney [illegible] and Delivered to the Defendant by Mr James Atkinson [illegible] Mate of the Snow Mary jointly with Mr Richard [illegible] Hospital but on what Day he cannot certainly say [illegible] Memory only thinks it was the same on which the said [illegible] was [illegible] That he believes certainly by the [illegible] Witness to between the Parties that are [illegible] Defendant by the said James Atkinson but when or [illegible] or after the Execution of the abovementioned Letter of [illegible] account say from his own Knowledge But that [illegible] after the Execution aforesaid the said James Atkinson [illegible] with himself and the other Subscribing Witness went [illegible] House of the Complainant where the Direction given by [illegible] James Atkinson to the Defendant was that he should [illegible] Complainant and himself out of the Money to the [illegible] to receive as James Atkinson's Account and afterwards [illegible] to Mr Ward [illegible] to the best the Defendant [illegible] thinks there was Money enough remains to pay [illegible] [illegible] but that if there should be wanting [illegible] [illegible] And more this Deponent saith not to this [illegible] Interrogatory

William Chambers
Examiner

Alexander [illegible]

14

(25)

Capt. Henry Kent ———————— Dr

To my Pay as Chief Officer of the Snow Mary from the 20th June, to the 28th August 1769 is 1 Month and 28 Days @ Rupees 50 ₽ Month .... 96. 8 –

To my Priviledge as Chief Officer of the Snow Mary from the 30 June to the 28 August 1769 is 1 Months and 29 Days @ Rupees 70 ₽ Month 135. 4

Ditto Credr Rupees 232 ...

By Cash received .... 70 ..

Ball due Rup. 162 ..

Madras 29th August 1769

Errors Excepted
J. Atkison

To Mr Shaw

Sir

The Vessell was cleared the 6th of August 1769 so that Mr Atkison Priviledge ends in one Month and 6 Days Coming to be paid at 70 Arcot Rupees ₽ Month.

his Wages in all amount for One Month and 27 days @ 50 C. Rupees ₽ Month to 88. 14. 2 and the Priviledge to 84 Ar.

Mr. Atkinson ——— Dr ——— Cr

To 70 Ar. paid	Ar. 70 ..	By Wages 1 month 27 day	88. 14. 2
To 1 Lott Containg Camd		By Priviledge 1 m. 6 d.	84
To Peels	3. 8		
A Rupt	79. 8	A Rupees	172. 14. 2
To Ballance Due	93. 6 2		
A Rupees	172 14 2		

The Above is Mr Atkinson's Account as it Stands in my Book the pay is C Rupees as I have paid by Mr Jourdan

I am Sir
Your most Obedient Servant
Henry Kent

This is to Certify that I have paid unto
Hand hereto the Sum of Ninety three Rupees and Six
Pice being the Balance of Mr. James Atkinson Acc
of all Demands whatsoever [illegible] the Sum May

Madras the May 2 1778

Mayor's Court at Madraspatnam } { Tuesday the 2d Day
Anno Domini 17

Present

John Holland Esquire Mayor
Reynold Adams — Arthur Cuthbert
Edmund Stracey — Aldermen

Mayor's Court

Between Antonio [illegible]
[illegible] Inhabitant Complainant
Atkinson late of the same place Ma
Attorney Daniel Shaw of Mad
[illegible] Defendant

This Cause coming on to be heard and D
Day in the Presence of the Attornies on both Sides on Re
Complainants Bill The Defendants Answer The Re
Rejoinder The Interrogatories and Depositions on the part of
One Exhibit on the part of the Complainant The Interrogat
Depositions on the part of the Defendant Three Exhibits on
the Defendant On hearing the Pleadings and the
and on due Consideration had thereon It appearing
that the Complainant has not brought sufficient Proof that
did become Security for the Payment of the Complainant's
This Court doth therefore think fit to Order and Decree
Accordingly Order and Decree that the Complainant's
stand Dismissed with Costs

Filed 21st May 1778

To the Honorable the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Oratrix Catharina De Conceicao of Madras Inhabitant That Domingo De Remedio of the same place Mariner Stands Indebted unto your Oratrix in the full and just Sum of Fourteen Pagodas Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Five Pounds and Twelve Shillings As will more fully and at large Appear by a Translate of a Note of Hand or Writing Obligatory and an Account Current hereunto Annexed for the Inspection of this Honorable Court And which your Oratrix prays may be Admitted as part of this her Bill of Complaint, with the Condition of which said Note or Writing Obligatory the said Domingo De Remedio has not Complyed, And your Oratrix further Sheweth unto this Honorable Court that she hath frequently and in an Amicable Manner Requested Payment from the said Domingo De Remedio of the said Sum of Fourteen Pagodas

But now so it is may it please this Honble Court the said Domingo De Remedio Obstinately and wilfully refuseth to pay the same or to give your Oratrix any Manner of Satisfaction touching the Premises your Oratrix therefore prays that he may be Summoned to Answer this your Oratrix's Bill of Complaint and be Decreed to pay unto your Oratrix the aforesaid Sum of Fourteen Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

John Sykes
Attorney for the Complainant

Confess'd Domingo de Remedio to stand In[debted] to Catharina De Conceição in Amount of Pagodas 20 ... Interest. On Condition to pay at two Pagodas each M... Default of payment she may make her Complaint...

Domingo his +

As Witness Eduardo

As Witness Nag Sawmy

A True Translate as near as could be ... Original in the Portuguese Language by Francis ... Sawmy Interpreter —

John Sy...

Attorney for the...

Dr — Domingo de Remedio in Acct with Cath: de Conce[ição] Cr

To the Amount of your Note of Hand or Writing Obligatory	20	By Cash ...	
		By Balance Due ... Catharina de ...	
Pags	20		Pags

Fort St George 18th May 1771
Errors Excepted

The Mark + of Catharina de...

L.S.

Mayors Court

Mayors Court at Madraspatnam } Tuesday the 11th day of July Anno Domini 1771

Present
John Holland Esquire Mayor
Peter Mariette — Thomas Powney Esq
Francis Jourdan — Aldermen

Between Catharina de C... Madras Inhabitant Complainant
De...

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 & Decree that the Defendant shall pay unto the Complainant the full and just Sum of Fourteen Pagodas / Pagodas 14 — together with such Interest as now is or shall hereafter become Due thereon untill full payment is made also all Costs of this Suit

P Curr

hed 18th July 1771

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court your Orator William Cumming of Fort St George Inhabitant That Coruum Vencatachellum of Madras Inhabitant Stands Indebted unto your Orator in the full and just Sum of Six Pagodas and Twenty Six fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Pounds and thirteen Shillings or thereabouts Arising from the Fees Due unto your Orator in the Office of the Searcher of the Sea Gate, and your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Coruum Vencatachellum of the said Sum of Six Pagodas and Twenty Six Fanams —

But now so it is! May it please this Honorable Court the said Coruum Vencatachellum Obstinately and Wilfully refuses to pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays that he may be Summoned to Answer this your Orators Bill of Complaint

Gideon Smith
Attorney for the Complainant

July 1771

This Bill was shewn to me between the Days of Adjournment Let Summons Issue Returnable next Court Day
John Holl...

Mayors Court at
Madraspatnam

Thursday the 25th
Anno Domini

L1

Present

John Holland Esquire Mayor
Thomas Pomney — Reynold Ad
Arthur Cuthbert — and Edward
Aldermen

Mayor's Court

Between William
Fort Saint George
Complainant and
of Madras Inhabitant

The Defendant being in Court and Ad the justness of the Complainants Demand, This C therefore thinks fit to Order and Decree and doth that the Defendant shall pay unto the Complainant just Sum of Six Pagodas and twenty six fanams together with such Interest as now is or shall become Due thereon until full Payment is made of this Court

p Cur

Filed 23 July 1771

To the Honorable
Court at Madraspa

Humbly Complaining Sheweth Honorable Court your Orator Edward Robinson of Inhabitant That Whereas Pattaby Ramah some place which stands Indebted to your Orator in the Sum of Fourteen Pagodas Current Money of Madras Money of Great Britain at the rate of Eight Shillings Pagoda amount to the sum of Five Pounds and as may more fully and at Large Appear by an Account is hereunto Annexed for the Inspection of which your Orator

---

Admitted as part of this your Orators Bill of Complaint. And your Orator Sheweth further unto this Honorable Court that he hath frequently and in an Amicable Manner requested payment from the said Pattaby Ramah of the said Sum of Fourteen Pagodas But now so it is may it please this Hon.ble Court that the said Pattaby Ramah willfully and Obstinately refuses to pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a general Relief such as to this Honorable Court shall Appear Agreeable to Equity and good Conscience And your Orator prays that this Honorable Court will be pleased to Order the said Pattaby Ramah to be Summond to Answer this your Orators Bill of Complaint

Th Chambers
Attorney for the Complainant

Pattaby Ramah in Account Curr.t With E. Robinson — Cr.

To 1 Silver Watch	9	By Amount due to Edward Robinson	14
To 1 Hanger	5		
Pagodas	14	Pag.s	14

Fort S.t George July 22.d 1771
Errors Excepted
p Edward Robinson

Mayor's Court at
Madraspatnam

Tuesday the 13th Day of August
Anno Domini 1771

1.S

Present

John Holland Esquire Mayor
Reynold Adams — Arthur Cuthbert
Charles Smith — Edward Stracey
Francis Jourdan — George Smith &
John McPherson — Aldermen

Mayor's Court

Between Edward Robinson of Madras Inhabitant Complainant and Pattaby Ramah of the same

The Defendant being in [illegible]
-torgane the privilege of the Complainants Demand [illegible]
doth therefore think fit to Order and Decree and doth [illegible]
and Decree that the Defendant shall pay unto the [illegible]
full and just Sum of Fourteen Pagodas Pagod
gether with such Interest as now is or shall hereafter
thereon Untill full Payment is made, also all Costs

[illegible]

Filed 30th July 1771

To the Honorable
Court at Madraspat

Humbly Complaining Sheweth unto
[illegible] Orator William Clark of Madras Inhabit
also of the same place Merchant & Trader Indebted unto y
the full and just Sum of Nine Pagodas Current Mon
making in Sterling Money of Great Britain at
Shillings for every Pagoda the sum of Three Pound
Shillings or thereabouts, as will more fully appear by
of an Obligation or Cadjan Writing in the Malabar
a Translation thereof hereunto Annexed for the Inspection of
Court Which your Orator humbly refers and prays
Admitted as proof of this his Bill of Complaint and
Orator hath frequently and in a friendly Manner
Payment of the said Sum of Nine Pagodas.

But the said Calastry refusing
same or give any Manner of Satisfaction touching
Your Orator prays he may be Summoned to Answ

Gideon F
Attorney for the

6th October 1768

I Calastry Son of Yellala Vengadam do hereby ack
-ledge to have Borrowed and received from Tirun
Modelair Son of Com

---

and just Sum of Nine Pagodas Current Money of Madras which I promise to pay in two years from the Date hereof in Default of Payment I oblige myself to pay the Interest
Drawn by Mallay Chitty Rangayah

Witnesses

Commenny Mussaliah
Anachitty Appah

Mark of + Calastry

A True Translate as near as can be taken from the Original Cadjan Writing in the Malabar Language by Comarapah Second Court Interpreter

Gideon Firth
Attorney for the Complainant

Know All Men by these Presents that I Tirungadam Moodelair of Madras Inhabitant, for a Valuable Consideration to me in hand paid by William Clark also of the same place Inhabitant have Bargained, Sold, Assigned and Set Over, and by these Presents Do Bargain Sell Grant and Set Over unto the said William Clark the above Written Obligation or Cadjan for the Sum of Nine Pagodas Due to me from Calastry of Madras Merchant and all my Right, Title, Interest, Claim and Demand whatsoever in and to the same, And I do Authorize the said William Clark to Demand, Sue for Recover Have Hold and Enjoy the said Sum of Nine Pagodas to his own use and behalf for ever In Witness whereof I the said Tirungadam Modelair have hereunto Set my hand in Madrass this Twenty Seventh Day of July One thousand Seven Hundred and Seventy One

Signed In the Presence of Us

Mayor's Court at Madraspatnam } Tuesday the 27 [illegible]
Anno Domini [illegible]

Present
John Holland Esquire Mayor
George Smith and John Mc[illegible]
Aldermen

LS

Mayor's Court

Between [illegible]
Inhabitant Complainant and [illegible]
of the same place. Merchant [illegible]

The Defendant being in Court and [illegible] the justice of the Complainant's Demand This [illegible] therefore thinks fit to Order and Decree and doth [illegible] and Decree that the Defendant shall pay unto the [illegible] the full and just Sum of [illegible] Pagodas together with such Interest as now is or shall hereafter [illegible] thereon Until full Payment is made also all [illegible]

P Cur

Filed 24 August 1771

To the Honourable [illegible]
Mayor's Court at Ma[illegible]

Humbly Complaining sheweth unto this Honorable Court your Oratrix [illegible] Inhabitant That Garinthee of the same Place [illegible] is Indebted unto your Oratrix in the full and just Sum of [illegible] Pagodas Current Money of Madras making [illegible] at the rate of Eight Shillings for [illegible] the Sum of Six Pounds or thereabouts [illegible] Lent for Sale [illegible]

---

this Honorable Court That she hath frequently and in an Amicable Manner Requested Payment from the said Garinthee of the said Sum of Fifteen Pagodas &c

But now so it is May it Please this Honorable Court the said Garinthee Obstinately and Wilfully Refuses to pay the same or to give your Oratrix any Manner of Satisfaction touching the Premises your Oratrix therefore Prays that he may be Summoned to Answer this your Oratrix's Bill of Complaint and be Decreed to Pay unto your Oratrix the Aforesaid Sum of Fifteen Pagodas with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

24th August 1771

John Sykes
Attorney for the Complainant

This Bill was shewn to me in the Days of Adjournment, and the Complainant having Sworn to the Justness of her Demand and that She believes the Defendant is about to Depart from the Jurisdiction of this Honorable Court Let a Summons Returnable Immediately and Warrant of Arrest Issue &c

John Holland
Mayor

Mayor's Court at Madraspatnam } { Tuesday the 27th Day
Anno Domini

Present

John Holland Esquire Mayor
George Smith —— & John McPherson
Aldermen

L.S.

Mayor's Court

Between Blandar
Madras Inhabitant Compl
Garinthoo of the same place De

The Defendant being in Court adm
the justness of the Complainants Demand, This Cour
therefore thinks fit to Order and Decree, and doth Ord
and Decree, that the Defendant shall pay unto the
the full and just Sum of Fifteen Pagodas / Pa
together with such Interest as now is, or shall hereaft
Due thereon Untill full Payment is made also all
Suit

p Cur

Filed 5th
Read 12th } February 1771

To the Honorable th
Court at Madraspatna

Humbly Complaining Sheweth unto th
Court your Orator James Daniel at Present at Ellore Merch
Attorney The Honorable Edward Monckton of Fort Saint
that James West of the same place Merchant stands Indebt
Orator in the full and just Sum of Twenty One Pagodas an

---

two fanams Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eight Pounds Fourteen Shillings and One Penny or thereabouts As will more fully and at large appear by a Copy of the said James West's Letter to One Thomas Davis a Soldier in the Service of the Honble the United Company of Merchants of England Trading to the East Indies at Present at Ellore And also a Copy of an Assignment or Transfer of the said Sum of Twenty One Pagodas and Thirty Two fanams from the said Thomas Davis to your Orator hereunto Annexed for the Inspection of this Honble Court And which your Orator prays may be Admitted as part of this his Bill of Complaint The Originals whereof are in the Custody of your Orator's said Attorney and ready to be produced for the Inspection of this Honorable Court when required. And your Orator further Sheweth unto this Honorable Court that he hath frequently and in an Amicable manner by his said Attorney requested payment of the said Sum of Twenty One Pagodas and Thirty two fanams But now so it is may it please this Honorable Court the said James West Obstinately and Wilfully refuses to pay the same or to give your Orator any Manner of Satisfaction touching the Premises, your Orator therefore prays that he may be Summoned to Answer this your Orator's Bill of Complaint and be Decreed to pay unto your Orator the aforesaid Sum of Twenty One Pagodas and Thirty two fanams with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

John Sykes
Attorney for the Complainant

5th February 1771

This Bill was shewn to me
the Days of Adjournment let a Summons
ssue returnable the next Court Day

John Holland
Mayor

Thomas Lewis

I am Acquainted by my Attorney

your Prize Money for Manila is paid and if Thomas has

Receipt I would pay it your Order the Sum is 21. 32

Charges —

I am your

James West

Madrass
12th September 1770

A True Copy

John Sykes

Attorney for the Comp

I do hereby Acknowledge to have received from Mr James

Amount of my Manilla Prize Money being Twenty One

thirty two fanams, in Consequence of the Receipt of this

West And do hereby make over all my Claims and Dem

above said Prize Money to Mr James Daniel this 23

Thos + his Mark Lewis

In the Presence of Richd Geo. Calmes Capt.
2 Battn 1st Regt
L. Lumley Ens.

John Sykes
Attorney for the Complainant

A True Copy of the Original at the
Bottom of Mr James West Letter to Thomas Lew

Recd and filed
19th March 1771

The Answer of James W
Merchant to the Bill of Comp
Daniel by his Attorney Edward

This Defendant now and at all times here

21

Dr — Gopay Chitty Swamy in Account Current With Venah Emanuel the [illegible] Cr

1766 June	1st	To Cash paid You for Pease on Account of Capt. Thomas Hyde	72	—	—
		To 24 Malls for Landing Ditto	"	18	—
		To Packing Cooley and Twine	"	5	40
		To Cooley hire for Carrying 96 Baggs of Pease from the Weighing Place to the Godown @ 5 Cash ⅌ Bagg	"	6	—
		To Remaining 96 Baggs of Pease from Linga Chitty's Godown to Another Godown @ 20 Cash ⅌ Bagg	"	24	—
		To Godown Rent for the Pease @ 5 Pagodas ⅌ Month	3	14	40
July	5th	To Cash paid You for Bricks	9	—	—
		To Ditto to Vencat Ramaya Conicoply by Your Order on Account of Captain Archd. Stewart	20	—	—
	8th	To Do. Do.	30	—	—
		Pagodas	135	26	—

1766	By Cash Received from Swamy Servant to Mr Francis Jourdan On his Bill	39	18	—
July 12	By do. of Annanda Chitty for the Pease	80	—	—
		119	18	—
	By Ballance due	16	8	—
	Pagodas	135	26	—

Fort St George 31st July 1766.
E. E. Geraldo Gonsalves

Read and Filed
11th August 1767

The Rejoind
Swamy of Mad
to the Replicat
Gonsalves of the
Complainant

This Defendant now and at all times Saving and Reserving to himself all Manner of benef of Exception to the many Errors untruths imperfections and Misrepresentations in the said Replication Conta this Defendants Answer [illegible] contain true and Sufficient to be Replied unto and he also saith said and by his hath already said and doth and will Aver and maintain thing and things therein to be true and certain, in and form as they and every of them are therein all

All which matter and thin Defendant is Ready to Aver maintain and prove as th Court shall direct and humbly prays as in & by his he hath already prayed —

William Co
Attorney for

2

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause now Depending and at Issue in the Hon.ble the Mayors Court at Madraspatnam wherein Geraldo Gonsalves by Transferom of Verah Permaul is Complainant and Gopay Chitty Swamy is Defendant

To All the Witnesses } 1st

1… Do You know the parties Complainant & defendant & the Transferrer in this Cause, If Yea how long have you so known them or any and which of them Declare —

Lebiah and ne } 2d

2 Do You or do You not know the Cadjan Writing now Produced and shewn to You at this the time of Your Examination Marked Letter **A** purporting to be An Account Between the Transferrer & defendant in this Cause, If Yea Was or was not the same at any time Settled between the said Transferrer and the defendant, If Yea when where & in whose presence was the same so Settled? what was the Ballance thereof and in whose Favor? Was the Sum which appears by the said Account to be the Ballance of it the real true Ballance or Sum in which the defendant stood Indebted to the said Transferrer on such Settlement? Were or were not the defendant the Transferrer Satisfied with the said Account and Ballance, and did or did not the Defendant then or at any other time promise to pay the same to the Transferrer Has or has not the defendant

paid

paid the said Ballance or any part thereof to the
or the Complainant or to any Person on either of the
as You knew or believe? Was You or was You n
Manner Concerned in or did you or did You not
keep the said Accounts or any other Accounts betw
Transferrer and the defendant, If Yea set forth the man
particularly did You or did you not at any time dem
of the said Ballance from the defendant If Yea whe
You make such Demand and when and what An
defendant give You thereto? The whole of these Ma
to the best of Your knowledge Remembrance Infor
Belief together with the Reason of such Your belief
know or became Acquainted with the said Matters
particularly Declare

To Syanah Naick Pormor agne and Vardapah Naick

3d Did or did not the Transferrer in this Cause
times Advance or lend to the Defendant any Sum
If Yea what Sum or Sums of Money And when
or lend the same and at whose Request? did or did n
ferrer at any time Sell the Defendant a Silver Spoon
what Sum did he so Sell him the same and when? D
the Defendant at any time or times pay the Transfe
or Sums of Money which he so Advanced or lent him
of the said Silver Spoon or any part thereof as You
did [illegible] did You not at any time or times Demand
the same from the Defendant If Yea when and
Request did you so Demand the same and how
Answer did the Defendant give you thereto or any
Say about the said Money? The whole of these Ma
to the best of Your knowledge Remembrance

belief together with the Reason of such Your belief and how You know or became Acquainted with the said Matters fully and particularly Declare

To Vencat Rama 4th ..... Did or did not the Defendant at any time before or after the Transferrer had Transferred his Demand on the Defendant to the Complainant and the Complainant had Filed a Bill of Complaint against him for the same apply to you and Request You to give Him a Receipt for any Sum or Sums of Money due by Him to the Transferrer and which was Transferred over to the Complainant, If Yea when did He so apply to you and for what Sum or Sums of Money did He so desire You to give him a Receipt and on Whose and on whose and what Account in particular and what did He Say to You or Alledged was his Reasons for desiring You to give Him such Receipt? Did You or did not give Him a Receipt If Yea for what Sum or Sums of Money and on whose and what Account? Did He or did he not pay You any Sum or Sums of Money on Account of the Complainant or the Transferrer or as a consideration for Your giving the said Receipt? for what Reason did You give such Receipt or what in particular Induced You so to do? Did or did not the Transferrer or the Complainant give You any Orders or Directions to Receive any Sum or Sums of Money from the Defendant on Account of the Demand for which He is now Sued or on any other Account or did or did not the Transferrer and the Complainant or either of them give You any Orders power or Authority whatsoever to give the Defendant any Receipt for any Sum or Sums of Money on Account of the said Demand or any other Account? The whole of these Matters according to the best of Your knowledge Remembrance Information & belief

belief fully and particularly Declare

To Lackmajee 5th Did or did not the Defendant Year of our Lord One thousand Seven hundred and Apply to you and desire You to Advance Him a Set of Bill of Exchange to Bombay? If Yea make such Application and how much Money and by whom Were the said Bills to be did You give Him Credit Did You or did you person to be Security for the Amount of the said they should not be Honored at Bombay? If the defendant Offer any Person as Security for the If Yea, who did He so Offer as Security? Did not Advance the Money on the said Bills Requested, If Yea, how much did you so Adv became Security for the Same and at whose were not the said Bills Accepted at Bombay You or did You not Receive the Amount of them with Interest and Charges If Yea, when Where did You so Receive the same and how much did You Interest and Charges of the Money which You whom and what Account and at whose Request did paid You the said Money or pay You the same these Matters According to the best of Your knowledge Information and belief together with the Reasons of such and how you knew or became Acquainted with these and particularly Declare

To Kistnamo Naick } 6th Did or did not the [illegible]

Account of a Sum of Money which the said Lackmajee Advanced to the Defendant on a Set of Bills of Exchange on Bombay? If Yea by whose desire and at whose Request did He become Security for the same and when and by whom were the said Bills drawn and for what Sum and on what Account? Were not the said Bills Accepted by the Person or Persons on Whom they were drawn, If not Did or did not the Transferrer pay the Amount of them with Interest and Charges, If Yea how much did He so pay and to whom And by whose desire did He so pay the same? Did You or did You not at any time Demand the Amount of the said Bills and the Interest and Charges from the Defendant, If Yea when and by whose Order did you so Demand the same and what Answer did the Defendant give You or what did He say to you about the said Money and what was done in Consequence thereof? The whole of these Matters According to the best of Your Knowledge Remembrance Information and belief together with the Reasons of Such Your belief and how You knew or became Acquainted with these Matters fully and particularly Declare

To Vardayah Naick and Soobiah } 7th Did You or did You not any time before the Defendant was put in Court by the Complainant apply to the Defendant about the Debt or Sum of money for which the Complainant has now Sued Him, If Yea, when and by whose Order and whose Request did You so apply to him and what passed between You about the said Demand? Did or did not the Defendant make any promise Offers or Proposals about the same, If Yea, Setforth the same fully and particularly and the whole of these Matters According to the best of Your Knowledge Remembrance Information and belief fully and particularly Declare

[illegible]

was pen in Court by the Complainant apply to
settle the Matter in Question between the Complain
Defendant, If Yea, when and to whom and at whose
You so apply? And what was the Result of such applic
or did not the Defendant make or desire You to ma
make any Offers or proposals about the Premises
for which He is now sued, If Yea, what Offers or p
He so make or did He desire You to make and what
was done in Consequence thereof? The whole of these
According to the best of Your knowledge, Remembrance
and belief together with the Reasons of such Your be
particularly Declare —

To Remembrance
and
[illegible] Marks

9th. Did you or did You not at any time in the
Month of September in the present Year of Our Lord
Seven hundred and Sixty six ever apply to the Transferr
Case and make any Offers or proposals to him about
the Matter in Question in this Cause or the Complainant's
Defendant, If Yea, when did You make such
what Offers or proposals did You so make and by
and what Answer did the Transferree and
did He say about the same? the whole of these
to the best of Your knowledge, Remembrance and belief
the Reasons to such Your belief fully and particularly

To all the
witnesses

10th. Do You know of any other Matter or thing
You know or can You set forth any thing touching
in Question in this Cause that may tend to the
Advantage of the Complainant

25

Dr. Cignay Chitty Sawmy in Account Current with Veerah Permaul the Transferree Cr.

1766	Dr.	Pags.	Fan.	Cash
	To Cash paid Your Pease on Account of Capt. Thomas Lloyd	72	–	–
	To 24 Matts for Landing Do.	–	18	–
	To Packing Coolys and Twine	–	5	40
	To Coolyhire for Carrying 96 Baggs of Pease from the Weighing Place to the Godown @ 5 Cash per Bag	–	6	–
	To Removing 96 Bags of Pease from Linga Chitty's Godown to Another Godown at 20 Cash per Bagg	–	24	–
	To Godown Rent for the Pease at 5 Pags. per Month	3	14	40
	To Cash paid you for Bricks	9	–	–
	To Do. to Vencat Ramaya Conicoply by Your Order on Account of Capt. Archd. Stewart	20	–	–
	To Ditto Ditto	30	–	–
	Pagodas	135	26	–

1766	Cr.	Pags.	Fan.	Cash
	By Cash Received from Sawmy Servant to Mr. Francis Jourdan on his Bill	39	18	–
	By Ditto of Annanda Chitty for the Pease	80	–	–
		119	18	–
	By Ballance Due	16	8	–
	Pagodas	135	26	–

Fort St. George 12 July 1766

A True Translation as near as can be from the Original Gentoo by Connyah Sworn Interpreter

Pr. John [illegible]

Copy Examd.

Mayors Court at
Madraspatnam

Between [illegible]
Transferr of [illegible]
and Appaju Chitty [illegible]

Deposition of Witnesses taken in this Cause
the Examined in this Court as followeth

Soobiah of Madras a Conicoply Aged 30 Years
being produced as a Witness in this Cause on the part of
was on the 22 day of September 1767 shewn at the
William Cramwell Attorney for the Defendant
who left a Note of the name Letter and place of abode
Defendant and afterwards on the same day being
Examined Deposeth as followeth

To the first Interrogatory this Deponent saith he
the Complainant two Months the Transferror &
the Defendant also 8 Years or thereabouts

To the second Interrogatory this Deponent saith
the Cadjan Writing now shewn to him to be
between the Transferror and the Defendant
Transferrers Conicoply Permanaze settled
and Acquainted this Deponent (who is also a Conicoply
Transferror) stated that the said Account was
House of the Defendant about 4 Months
Persons were present at the time this Deponent
the balance [illegible]

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of the Account kept by the said Permanaze between the Transferror and
Defendant but this Deponent has heard that there are other Accounts between
them of which he has no knowledge that he was infor^d by Permanaze
that both the Transferror and Defendant were satisfied with the said Account
and with the balance but he cannot say wether the Defendant ever
promised to pay the same that not any part of the said ballance has
Yet been paid by the Defendant to the Complainant or Transferror
or to any other Person on that Account to the best of this Defendants
knowledge or information that he is no way Concerned in the said
Account or did he keep the same, but being the Transferrers Chief
or head Conicoply Permanaze gave him notice of every thing
relating to this affairs and that he has been told by the Transferror
that the Defendant is indebted to him, Exclusive of this Ballance
in the sum of three hundred Rupees which he paid to one Laxi
-majee a Souca on his Account likewise Six Pagodas twenty eight
fanams for a Silver Spoon sold to him, and the Sum of Eighty
Rupees lent him that this Deponent never Demanded the
payment of this Ballance from the Defendant but that Perma
-naze, and Ayana another of the Transferrers Servants were the
Persons who were employed on this Errand and further this
Deponent saith not to this Interrogatory

To the Seventh Interrogatory this Deponent saith he never
made any Application to the Defendant on Account of his
Debt to the Complainant or on any other Account either before
or after his being put in Court further he Answereth not to this
or to the Last Interrogatory

Henry Crawford

Mayor's Court at
Madraspatnam

Between Gurrite Gonnalu
Transferee of Verah Ramanah Naigue
and Yepay Chitty Sammy

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

Permarauze of Madras a Conicoply Aged 27 Years
being produced as a Witness in this Cause on the part of the Co
was on the 18th day of September 1767 sworn at the Off
William Cannell Attorney for the Defendant by
who left a Note of the name Title and place of abode
Deponent and afterwards on the same day being
Examined deposeth as followeth

1 To the first Interrogatory this Deponent saith he
of the Complainant but hath known the Transferrer 5
the Defendant 8 Years or thereabouts

2 To the second Interrogatory this Deponent saith that
Writing now shewn to him Marked A he knows to
between the Transferrer and Defendant that the said
been settled between them by means of this Deponent
sent by the Transferrer to Demand the ballance of the
he Regarded to him a Bill of the said Account which
him and He acknowledged the same to be just
of Sixteen Pagodas Eight fanams but which he
that the said Sixteen Pagodas eight fanams this D
declared to be the

he was desired by the Transferrer to demand of him exclusive of the
balance of the said Account a hundred Rupees and the price of a Silver
Spoon to these Demands the Defendant Replyed he would pay him
twenty Pagodas as soon as he had Received some money of Mr Vanden
for Wood Oil he sold him, and for the Remaining Sum he would
settle with and satisfy the Transferrer that this Deponent acquainted
the Transferrer that the Defendant had allowed the Account to be
just, and also with his Answer to the Demands made by him and
that the Defendant likewise said the Transferrer was indebted
to him ten Pagodas for Customs on Account of Rice brought by him
but that the Transferrer Replied to this that the Rice was brought of his
Master at the time he was sick and had no hand in the Rice of it therefore
could have no right to any Customs that no part of the said balance
of sixteen Pagodas eight fanams, nor of the one hundred Rupees and
Silver spoon has Yet been paid by the Defendant to the Transferrer
that this deponent was not Concerned in the said Account
than keeping them between the Transferrer and Defendant and that
which is now produced is an exact Copy of the same further this deponent
answereth not to this Interrogatory

To the third Interrogatory this deponent saith that the Transferrer
did lend the Defendant at his own Request one hundred and thirty
five Pagodas twenty six fanams at Several times according to the
Account Marked A that the Transferrer did sell to the Defendant
a Silver Spoon for six Pagodas twenty Eight fanams that the Defendant
paid the Transferrer on two different payments the Sum of one
hundred and Nineteen Pagodas eighteen fanams
was lent him according to the said
as for any part of

Mayors Court at
Madrasspatnam

Between Geraldo Gonsalves by Transfer of Narah Permaul Complainant
Gopay Chitty Swamy Defendant

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

Iyanah Naick of Madras a Conicoply Aged 22 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 11 day of September 1767 [illegible] of Mr William Cranmell Attorney for the Defendant who left a note of the Name [illegible] and place of abode of and afterwards on the same day being Sworn & Examined

To the first Interrogatory this deponent saith he hath known plainant 8 Years and the Transferrer & defend.t 5 Years

To the third Interrogatory this Deponent saith that the lent to the Defendant one hundred Rupees about Two that eight or nine months since the letter came over a Captain of a Country Vessel who on his Departure left a Bill of Exchange with the Defendant payable that Place, and the said Defendant being desirous of Amount thereof applied to Lackmajee a Sowcar to take but he would not trust him unless some Person would Security for him it was on this Account that he applied Transferrer who to assist him stood for the payment three hundred Rupees the Amount of the Bill was not accepted at

Applied for the Money of the Transferrer who sent this Deponent to Acquaint the Defendant therewith & to desire him to pay the same but the said Defendant at first said he would satisfy Lackmajee and afterwards Diverted the Transferrers Messengers with various pretences and excuses untill Lackmajee made another application to the Transferrer, when he was obliged to pay him agreable to his Security Promise That about two Years since the Transferrer said Sell the Defendant a Silver Spoon for Six Pagodas, and Eighteen or twenty eight fanams this Deponent cannot declare which that the Defendant has not paid the Transferrer any Part of the Amount of the Bill or the One hundred Rupees lent; neither for the Silver spoon sold him but before these Events he had Accounts with the Transferrer to some other of whose Conicoplies the Defendant he heard paid thirty nine Pagodas and odd fanams in part of the said Account that in the Course of three or four Months before the Defendant was put in Court this Deponent by desire of the Transferrer very Often demanded payment of his debt to him & the as often excused himself with alledging he was out of Service & had no Means of getting money and the like excuses, and at last he began absolutely to deny that he owed the Transferrer any thing which induced him to have recourse to the Mayors Court further this Deponent saith not to this or to the Last Interrogatory

Henry Crawford
Examiner

Mayors Court at
Madrasspatnam

Between Geraldo Gonsalves by Transfer of Narah Permaul Complt & Gopay Chitty Swamy defendt in this Court as followeth

Eredapah Naick of Madras a Malabar Aged 2[illegible] Years or
thereabouts being produced as a Witness in this Cause on the part of
the Complainant was on the 18th day of September 1767 [illegible]
Office of Mr William Crammell Attorney for the Defendant
who left a note of the Name title and place of abode of the said
and afterwards on the same day being Sworn & Examined
1 To the first Interrogat this deponent saith he hath known the
[illegible] Years the Transferrer 15 Years & the Defendant [illegible] Years
3 To the third Interrogatory this Deponent saith that the
not lend unto the Defendant any Money but that the
want of Money for Bills on Bombay applied to
that the said Luckmajee objected to his demand on
being known to him but said if he would bring
he would have the money that the defendant accordingly
him to the Transferrer who became bound for him to the
in the sum of about three hundred Rupees That the Bills
ted at Bombay and the Transferrer obliged to pay
of them to Luckmajee on the Defendants refusal to do it
he has not received the money yet That he has heard the
ing he sold the Defendant a Silver Spoon for which he has
paid but he did not hear him mention the Sum for which
sold that he does not know if the Defendant ever paid
any money on Account of the Silver Spoon or any
and this Deponent answereth not more to this Interrogatory
7 To the seventh Interrogatory this Deponent saith that he
go to the Defendant before he was put in Court by order
ferrer to demand of him the Money
Bombay

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on that Account, and went to him desiring he would wait a few days
and the money should be paid but Luckmajee said he would have
nothing to do with him, that his business was with the Transferrer
and he accordingly having applied to the Transferrer received his
Money to these last circumstances the Defendant not any Witness
but was informed thereof both by the Transferrer and Luckmajee more
he deposeth not to this Interrogatory
To the Ninth Interrogatory this deponent saith that he did go about
the 3d or 4th of this Month to the defendant and advised him if
possible to make the Affair with the Transferrer and pay him his
demand as he did owe him money, before the Court proceeded to any
lengths against him, And run him with its charges that the defendt
in Answer said he was not able to pay the whole of his debt to the
Transferrer but would pay him part thereof and Mortgage to him
a Small House which he had if he would Stop the prosecution
the deponent acquainted the Transferrer with these proposals
of the Defendant, and made some intercession in his behalf on
which he desired him to go and Speak to Mr Sykes his Attorney
but this Deponent replied his speaking to Mr Sykes would
be of no consequence, without he himself would Stop the Prosecution,
and not any more was said afterwards on the Affair further this
deponent saith not to this or to the Last Interrogatory

Henry Crawford
Examiner

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Mayor's Court at
Madraspatnam

Between Geralde Gamalie by Transferree of Veerah Permaul Complainant and Gopay Chitty Swamy Defendant

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

Vencat Ramayn of Madras Conicoply Aged Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 8th day of September 1767 shewn at the Office of Mr William Crannell Attorney for the Defendant by Conacopah who left with of the name, Title and place of abode of the said Deponent & afterwards on the same day being Sworn and Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith he hath no knowledge of the Complainant but hath known the Transferree 20 Years and the Defendant 2 Years or thereabouts —

4th To the forth Interrogatory this Deponent saith that the defend.t did in the Month of April 1767 Request of him a Receipt for thirty nine Pagodas which him for same paid by him to the Transferree Conicoply Annamalai on Account of and by desire of the said Defendant whom this Deponent at that time that the Request was made by him to this Deponent about 2 Years after the payment of the money to the Transferree, that in the Receipt which he gave it was by particular desire of the def.t mentioned that the above Sum was

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(57)

30

and Sam and some other Trifling articles in which the defend.t stood indebted to the Transferree that the Deponent at the time in question these particulars in the Receipt was quit unacquainted with them except the fifty Pagodas, which himself Received in two payments from the Transferree's Conicoply and paid to his Mr the Defendant that the said defendant at first asked him, if the Transferree had given him a receipt for the money at the time it was paid him, and on this Deponent's Answering in the negative telling him that if on Applying to him then he refused, the Deponent himself would give a Receipt, the defend.t replied that as he Received the money it was from him and not the Transferree that he expected a Receipt, and Accordingly the deponent gave him one as above deposed That neither the Transferree or Complainant ever gave him at any time, Orders or Directions to make any Demands of the Defendant in Account of the money for which he is now Sued in the Mayor's Court, or any other Account, nor did they or either of them ever Authorize him to give the said Defendant any Receipt for money Received on this Account or any other and further this Deponent saith not to this or to the Last Interrogatory

Boommy Vencataramaya

Henry Crawford
Examiner

Mayor's Court at
Madraspatnam

Between Geralde Gamalie by Transferree of Veerah Permaul Complainant and Gopay Chitty Swamy Defendant

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

Aged 55 Years or thereabouts being

Mayor's Court

[illegible] Complainant [illegible]

[illegible] Attorney [illegible]

of the name Title and Place of abode of the said Deponent [illegible]

afterwards on the same day being Sworn & Examined deposeth as follows

To the first Interrogatory this Deponent saith he hath no knowledge of the Complainant, but has known the Transferrer 6 Years, and the Defendant 1 Year or thereabouts —

5th To the fifth Interrogatory this Deponent saith, the Defendant did, about eleven Months since come to him and ask him for Money on acct of Bills already drawn payable by an European at Bombay whom this Deponent did not know any thing of nor of the said Defendant therefore answered he could not think of advancing any money thereon that the said Defendant importuned him several times and always met with a Refusal from him, untill he offered Narsh [illegible] Pursund [illegible] were to be Security for the payment of the money, on which he agreed to take the Bills, and as soon as he had got the said Narsh [illegible] Pursund Security Note, the Value of three hundred Rupees was paid to the Defendant, in Rupees for his Bills being Eighty Seven Pounds on the 6th November 1766 at the exchange of 9 Rupees [illegible] that the said Bills (bearing date the 21st October 1766) were not paid at Bombay the Person to whom they were drawn not being there, and they were Returned hither after Remaining about two Months at that place That on Application to the said Pursund who was Security he received from him the Principal and Interest being nearly three [illegible] and upwards [illegible] and last about two Months after the Receipt of the Bills from Bombay and after the Transferree [illegible]

and reserving to himself all and all Manner of Benefit of Exception to the many Errors Untruths Uncertainties and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is advised doth Materially Concern him to make Answer unto And this Defendant saith that he doth not Stand indebted unto the Complainant nor unto his said Attorney in the Sum of Twenty One Pagodas and Thirty two fanams as is most unjustly set forth in the Complainants said Bill nor in any other Sum or Sums of Money whatsoever And further begs leave to acquaint this Honorable Court with the following particulars, unto which this Defendant craves the Attention of this Honorable Court And this Defendant saith that by the Europe Ships which arrived at this place last year he received from his Attorney in England a List and Account of Sundry persons who had empowered this Defendant to receive the Prize Money which should be Due to them as well from the Capture of Pondicherry as that of Manilla That the said Thomas Lewis mentioned in the Complainants Bill was a Sharer at the taking of Manilla and that the said Thomas Lewis returned from Manilla upon the Same Ship with this Defendant who the said Thomas Lewis prayed to undertake to receive for him the Prize Money which should come to his Share at the General Division and payment of the same in England which this Defendant did accordingly undertake at the desire of the said Thomas Lewis with no other profit or View but to Serve him And the said Thomas Lewis as in Course gave this Defendant a Power of Attorney authorising him to receive his said Prize Money which said Power of Attorney this Defendant Transmitted to England together with one other Power of Attorney of the same Nature Unto his said Attorney Who in Consequence thereof and this Defendant the [illegible] beforementioned And that by the Receipt of the same observing the Name of Thomas Lewis therein he well recollected from the foregoing and from application he had made to this Defendant to take him [illegible] said Thomas Lewis which this Defendant believes might be much of the same purport with that annexed to the Complainants Bill That some time after this Defendant had wrote the said Letter he received a Bill of Exchange drawn upon him which he believes to the best of his knowledge was signed by the said Thomas Lewis mark for the Amount of the Complainants Bill being Twenty One Pagodas and Thirty Two fanams which said Bill of Exchange this Defendant refused to pay as on revising his said List he found that there was been filled up in the Line with Thomas Lewis Name but that it was mentioned to be received by Captain Horn of which Circumstance this Defendant at the same time acquainted the Complainants said Attorney likewise sending him the Original List of Persons who impowered him to Receive their Prize Money shewing the same But that notwithstanding this and a further Explanation of this Affair the Complainants said Attorney returned the Bill of Exchange to Ellore where this Defendant was in hopes this Difference would have ended by the Complainants Demanding back payment of the Bill of Exchange which he had of the said Thomas Lewis and which would have been right and According to Merchantile Order as is have ever been known among Merchants that the persons who Receives or Purchases the Bill of Exchange can have no further satisfaction upon the Person on whom the Bill is Drawn but by Noting or Protesting the same as no Actions can lay against him for not paying the Bill but from the Person who Drew the Bill and not from the Person who Purchased the Bill which Circumstance this Defendant prays leave to plead in Barr but which encouraged the Complainant to commence a Suit with this Defendant in this Honourable Court was as he Supposes the Assignment or Transfer which the Complainant has annexed to his said Bill of Complaint [illegible]

the said

Claims and Demands of Prize Money in Answer thereto this Defendant begs leave to observe unto this Honourable Court that the Complainant cannot avail himself of the said Assignment or Transfer at Present for this Defendant has not yet received the said Prize Money, And this Defendant further saith that he hath reason to believe that the said Assignment or Transfer was not made and signed at the time that the beforementioned Bill of Exchange was Drawn and this Defendant therefore prays this Honourable Court that the Complainant may produce the same before this Honourable Court

All Which Matters and things this Defendant is ready to aver and Maintain as this Honourable Court shall award and humbly prays to be hence dismissed with his reasonable Costs and Charges in this Behalf most wrongfully Sustained

James West
Henry Du Puy
Attorney for the Defendant

Sworn to before Me this
19th. March 1771

Peter Mariette
Senior Alderman

Filed 16th. Aprill 1771

The Replication of James Daniel at Present at Ellore Merchant by his Attorney The Honourable Edward Monckton of Fort Saint George to the Answer of James West of Fort Saint George Merchant

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 Untruths Errors Uncertainties Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Saith that he will Aver Justify maintain and prove his said Bill of

Complainant and all and Singular the Matters and things therein Contained to be good certain true and sufficient in the Law to be Answered unto in such Sort manner and form as the same are therein and thereby Setforth and alledged and that the said Answer is very Untrue and [illegible] And this Replyant further Saith that the Defendant is Justly Indebted unto him this Replyant in the full and Just Sum of Twenty One Pagodas and Thirty two fanams as Setforth and Stated in the said Bill of Complaint and as appears by a Copy of the Defendant's order to Thomas Lewis in the said Bill named And also a Copy of an Assignment or Transfer of the said Sum of Twenty One Pagodas and Thirty two fanams from the said Thomas Lewis to this Replyant Annexed to the said Bill of Complaint which this Replyant Humbly hopes will by this Honorable Court be Deemed Sufficient to Demonstrate that the Defendant being by his own Confession Indebted unto the said Thomas Lewis he had an Undoubted right to Assign or Transfer over the said Debt to this Replyant which he did in Consideration of that Sum being Actually and bona fide Advanced and paid to him by this Replyant and therefore that this Replyant's Demand on the Defendant is both Just Legal and Equitable Notwithstanding what the Defendant Setsforth to the Contrary in his said Answer This Replyant further Saith that he is a Stranger to what the Defendant in his said Answer Setsforth about his Receiving from his Attorney in England a List and Account of Sundry Persons who had Empowered him to Receive their Prize Money of the said Thomas Lewis's returning from Manila upon the same Ship with the Defendant and of any thing that might pass between the Defendant and the said Thomas Lewis about the said Prize Money previous to the Defendant's Acknowledgement of the Receipt thereof nor does he Know whether the Defendant Acted in the same with no other purpose or View but to Serve the said Thomas Lewis as he Setsforth in his said Answer But Saith he Conceives the said Letter which the

said Bill, was not only a sufficient Voucher Power and Authority for the said Defendant to Advance or pay the Amount therein mentioned to the said Thomas Lewis and take an Assignment of it But is also Sufficient to make the said Defendant liable to the payment of the Sum he therein so particularly mentions for he not only Says his Acquainted by his Letter in England that the said Thomas Lewis's Prize Money for Manila is paid, But if he knew how to get his the said Thomas Lewis's Receipt he would pay it to his Order, and there is so Particular as to Say the Sum is Twenty One Pagodas and Thirty two Fanams free from Charge — This Defendant Conceives that no Acknowledgment the Defendant could have given relative to this affair could either according to Mercantile Order which the Defendant mentions or otherwise be more binding on Him whether received by him or not for nothing is more Common than Letters of Credit given by One Merchant to another, and According to the Usage and Custom among Merchants the Person giving such a Letter of Credit is Obliged to be Answerable to the Person or Persons who Advance Money upon the Strength of it to the Person in whose favor it is given to the Amount of the Sum therein Specifyed And this is Grounded on the Strictest Justice and Equity for if the Amount Specifyed in such Letter of Credit was not recoverable or if the Person giving the same was not Answerable for such Amount no good Use could result therefrom nor would it Answer the purpose for which it was given for if it was not a known Maxim that the Person giving the same is Answerable according to it no person would Advance Money thereon or on Account of it. And a person giving such Letter of Credit is not only Answerable for the Amount therein Specifyed if he is in Cash on Account of the Person in whose favor it is given or in Case it is given on Account of a Debt but such Person so giving the same is Answerable whether that is the Case or not. Money being Advanced on the Credit of such Person so giving the same and not on the [illegible] the Credit of the Person in whose favor it [illegible] in this Case this Replyant having Advanced or paid the Sum Specifyed in the Defendant's said Letter not on the Credit of the said Thomas Lewis who is only a private Soldier but solely on the Credit of the said Letter

Answerable to him for the Sum Specifyed in the said Letter together with Interest thereon from the time he so Advanced or paid the same This Replyant further Saith that he knows nothing of any Payment of the said Thomas Lewis's Prize Money to Eighteen Men as the Defendant mentions nor does he know any thing of any such Circumstance being mentioned to his this Replyants Attorney or any List of Persons who Empowered the Defendant to receive their Prize Money being shewed to this Replyants said Attorney nor do these Circumstances as this Replyant Conceives, by any means affect his said Just Demand on the Defendant for the money beforementioned. And with regard to what the Defendant Alledges to the Bill of Exchange and Mercantile Order relative thereto this Replyant Saith he Conceives a person in whose favor a Bill is Drawn may Either in Case of Non Acceptance or Non payment of such Bill Protest it and Apply to the Drawer for its Amount and Charges &ca. Or in Case it is on a Letter of Credit or any Particular power or Authority given by the person on whom such Bill is Drawn the Person Advancing or paying money on the Strength thereof may Oblige the person giving such Letter or Authority to pay the Bill so Drawn in Consequence thereof This Replyant has not only this Circumstance in his favor, but also Assignment of the Amount mentioned in the Defendants said Letter, which he Conceives makes the Defendant to all Intents and Purposes Answerable to him this Replyant for such Amount therefore the Defendants Pretending that he Pleads the Matter of Mercantile Order as Setforth by him for Bar cannot Avail him This Replyant further Saith he knows nothing more what the Defendants Receiving the said Prize Money than what is Setforth in his own Letter before mentioned nor is it Matter to this Replyant as he Conceives whether the same was or was not as the Defendant is Answerable according to his said Letter for the money but [illegible]

by him or on his Account he Conceives he must run the Chance of Receiving it as he hath Voluntarily made himself Answerable for it by his said Letter against which the Defendant is humbly of Opinion neither this Honorable Court nor any other Court of Law or Equity will relieve the Defendant This Replyant further Saith that he Conceives it is a Matter of Indifference whether the said Assignment or Transfer of the Money mentioned in the Defendants said Letter was or was not made out at the time that the Bill of Exchange was Drawn As he Supposes it is Sufficient that it was made Previous to his Demand by his Attorney and the Commencement of his Action, he therefore Apprehends his producing the said Bill before this Honorable Court is needless as his Demand is not founded on the said Bill but on the Defendants Letter and the said Thomas Lewis's Assignment of the Amount Specifyed therein nevertheless this Replyant Acknowledges that the said Bill was only a Common Bill of Exchange but Saith it was given and the said Money Advanced or paid on the Strength of the Defendants Letter as beforementioned, And finding that the Defendant would not Accept the said Bill the said Assignment was made in Order more fully to enable this Replyant to Recover the Sum Sued for and to Demonstrate to this Honorable Court more Clearly the Justice of his this Replyants said Demand And this Replyant Lastly Saith that with regard to any other Matter or thing Setforth or Alledged by the Defendant in his said Answer to which he hath not Replyed the same is very Untrue Evasive and Insufficient for him to make any further or other Reply thereunto

All which Matters and things this Replyant is ready and willing to Verify maintain and prove as this Honble Court shall Direct and most humbly Prays in and by his said Bill of Complaint he hath already Prayed

John Sykes

ay 1771

The Rejoinder of James Mat[illegible] of Fort Saint George Merchant to the Replication of James Daniel by his Attorney the Honorable Edward Monckton also of Fort Saint George Merchant

This Defendant now and at all times hereafter saving and Reserving to himself all and all Manner of benefit and advantage of Exception to the many Untruths Errors Uncertainties Insufficiencies and Imperfections in the said Replication Contained for Rejoinder thereunto saith that he will aver justify and maintain and prove his said Answer and all and Singular the Matter and things therein Contained to be Good Certain true and Sufficient in the Law to be replyed unto in such Sort Manner and form as the same are therein and thereby Setforth and alledged and that the said Replication is very Untrue and Evasive And this Defendant saith that he absolutely Denies being indebted unto the Replyant in the Sum of Twenty One Pagodas and Thirty two fanams or any Sum or Sums of Money whatsoever And that the Replyant's Action for the said Sum against this Defendant is altogether litigious and that the foundation on which he builds the same is weak and ill founded relying chiefly on an unaccountable Transfer which Certainly bears otherwise Expressed as this Defendant humbly Conceives for the Transferrer has vainly attempted to Dispose of the Right before it can Actually be Deemed his for as the said Lewis the Transferrer his Share of Prize Money was not nor is not yet received he could not neither can he be looked upon as Entitled to Transfer the same untill such time as it Should be received & hope in this Case if the Replyant has been too forward to pay the said Lewis any Money as the Consequence has appeared that he has no right make this Demand upon him and not upon the Defendant & Particularly as the Defendant [illegible]

the Replyant should Ever have the Confidence to Commence an Action against the Defendant for a Sum of Money he paid merely of his accord And further this Defendant begs leave to shew unto this Honorable Court that the Circumstances respecting the said Transfer which this Defendant supposed to have been made out after the aforesaid Sum of Twenty One Pagodas and Thirty two fanams the Amount of the said Transfer was in Dispute and after that the Defendant had refused to pay the Same and had given his Reasons therefor to the Replyant's said Attorney that he the Defendant had not received the said Lewis the Transferrer's Share of Prize Money was but too justly founded for the Replyant in Consequence of an Interrogatory setforth in the Defendant's Answer Does acknowledge that the said Transfer or Assignment was made out after that the Defendant had given his Reasons for not paying the said Bill of Exchange as the said Replyant alledges with a View more fully to enable him to Recover the Sum due for and more fully to Demonstrate unto this Honorable Court the justness of his said Demand by Way of Rejoinder thereunto this Defendant begs leave to Observe unto this Honorable Court that he humbly conceives that the Replyant can by no lawfull or Equitable Means avail himself of the said Transfer because that he the Replyant well knew at the time that the said Transfer was made out that the Transferrer had not nor Could not have any Right Power or title to Dispose of his Share of Prize Money in any Manner or Form that can make the Defendant liable to pay the Same untill that he the Defendant has actually received the said Prize Money and which the said Transferrer Lewis must have well known and that by so doing the said Lewis was Guilty of an Action which will bear a rougher Expression than a Mistake without and which he might be inadvertently led into it by the Replyant will appear to what the Replyant Swears that the said [illegible] this Defendant believes to be true but this Defendant denies that ever be made to Demands to make this Honorable Court more clearly the justness of his said Demand for it appears to be made with a lasting Design and to lead this Honorable Court to think that the said Transfer was the first object or rise of the Replicants said Demand, whereas it was Originally made by a Bill of Exchange, which Circumstance the Replicant has carefully concealed from this Honorable Court, which is not the Case with those who Chuse to make the Truth appear, for the Replicant has brought his Action upon the Transfer of a Sum of Money which he well knew before would be no ground of Contention because the said Sum was not received by the Defendant. And with Regard to what the Replicant further says putting the Defendants Letter upon the footing of a Letter of Credit this Defendant begs leave to observe that the Defendants said Letter to the said Lewis can in no ways be looked upon as such for a Letter of Credit is a Letter directed to a Correspondent abroad desiring him to pay any Certain Sum of Money to the Order of any Certain Person which quite alters the Case in this Transaction and is entirely different from it and the Replicant resting so much his Demand upon the Tenor of the said Letter is in a Great Error therein for no Man but One who is grossly ignorant would make the Assignment of any thing wherein he was sensible the Assignor had no property And lastly this Defendant saith that with Regard to any Matter or Thing set forth or alledged by the Replicant the same is very Untrue Evasive and Insufficient for him to make any further Rejoinder thereunto.

All which Matters this Defendant is ready to aver and prove as this Honorable Court shall award and therefore prays as before in his said Answer he hath already Prayed.

[illegible]
Attorney for the Defendant

Thomas Lewis

I am Acquainted by my Attorney in England that your Prize Money for Manilla is paid and if I have got your Receipt I would Pay it to your Order the Sum is 21 Pag. — 32 fa. free from Charges &c.

I am your Friend
James West

Madrass 12th September 1770

I do hereby acknowledge to have Received from Mr James Daniel the Amount of my Manilla Prize Money being twenty one Current Pagodas thirty two fanams in Consequence of the Receipt of this Letter from Mr West, and I do hereby make over all my Claims and Demands of the above said Prize Money to Mr James Daniel this 22 January 1771.

Thos his Lewis
Mark

In presence of Ensn Geo. Colvin
Capt 2 Batt 1st Regt
A. Laundy Esqr

A true Copy
J. H. Hunt
Regr

Mayor's Court at
Madraspatnam }

{ Tuesday the 27th Day of August
Anno Domini 1771

L S

Mayor's Court

Present
John Holland Esquire Mayor
George Smith — and John McPherson
Aldermen

Between James Daniel at Present at Ellore Merchant by his Attorney the Honorable Edward Monckton of Fort St George Esqr Complainant and James West of the same place Merchant Defendant

This Cause coming on to be Heard and debated this day in the presence of the Attornies on both sides On Reading the Complainant's Bill, with a Copy of a Letter, and an Assignment or Transfer thereto annexed The Defendants Answer, The Replication The Rejoinder One Exhibit on the part of the Complainant, On hearing the Pleadings made Use of by the Attornies and on due Consideration had thereof It Appearing to the Court that the Letter produced by the Complainant cannot be looked upon as a Letter of Credit and the Defendant having in his Answer denied the Receipt of the Same and for and the Complainant not having produced sufficient Proof thereof This Court doth therefore think fit to Order & Decree and doth Accordingly Order and Decree that the Complainant's Bill shall Stand Dismissed with Costs

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Court of Appeals
at
Madraspatnam }

Thursday the 21st Octor 1771

Between James Daniel at Present at Ellore Merchant by his Attorney Edward Monckton of Fort Saint George Appellant and James West of the same place Merchant Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honorable the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 27th day of August Anno Domini 1771 and upon due Consideration had of the Matters therein severally Contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Decree of the Honorable the Mayors Court given in this Cause be reversed and Set aside and that the Respondent shall pay unto the Appellant the Sum sued for being Twenty one Pag and thirty two fanams together with such Interest as now is or shall hereafter become due thereon untill full payment be made also all Costs in both Courts

Per Curr

W. H. Goodlad
Clerk

iled 3d December 1771

To the Honorable the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court, your Orator Daniel Shaw of Madras Inhabitant, that Chena Tombee also of the same Place Inhabitant stands indebted unto your Orator in the full and Just sum of Ten Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Four Pounds as will more fully and at large appear by an Account Current hereunto Annexed for the Inspection of this Honorable Court and to which your Orator most humbly Refers praying the same may be Admitted as part of this his Bill of Complaint. And whereas your Orator hath frequently and in a friendly Manner requested the Payment of the said Sum of Ten Pagˢ But the said Chena Tombee refusing to pay the same or give any Manner of Satisfaction touching the Premises your Orator prays he may be Summoned to Answer unto it

Daniel Shaw
Attorney for the Complainant

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Dr — Chinna Tombee — Per Contra — Cr

your Bond or Writing Obligatory in the Mallabar Language of this Date payable to me the 10 day of September following for	35	1771 July	12	By Cash Received in part	15
Ballance due as Per Contra	10	Octr	10	By Do Do	10
				By Ballance due	10
				Pagodas	35

Madras 15th November 1771
Errors Excepted
Daniel Shaw

Mayor's Court at
Madraspatnam } { Tuesday the 10th Day of December
Anno Domini 1771

Present

John Holland Esquire Mayor
Thomas Powney —— Arthur Cuthbert
Francis Jourdan —— George Smith
John McPherson —— and John Sullivan
Aldermen

Mayor's Court 6

Between Daniel Shaw of Madras
Inhabitant Complainant and China
Tambou also of the same Place Inhabitant
Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree, and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Ten Pagodas Pagodas 10 —— together with such Interest as now is or shall hereafter become due thereon Untill full Payment is made also all Costs of this Suit

P Cur

Filed the 12th Nov 1771

To the Honorable the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court your Orator Thomas Dymily of Ganjam Merchant by his Attorney Charles Oakely of Fort Saint George Merchant That Mootien of Madras Hawker Stands Indebted unto your Orator in the full and Just Sum of Fourteen Pagodas and Twenty Eight Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of five Pounds Seventeen Shillings and Seven Pence 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 he hath frequently and in an Amicable Manner Requested payment from the said Mootien of the said Sum of Fourteen Pags and Twenty Eight Fans

But now so it is May it Please this Honorable Court the said Mootien Obstinately and wilfully Refuses to Pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays that he may be Summoned to Answer this your Orators Bill of Complaint and be Decreed to Pay unto your Orator the aforesaid Sum of fourteen Pags & Twenty Eight fanams with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

John Sykes
Attorney for the Complt

Mookun in Account Current with M^r Tho^s Dignity Cr

…of Bill	2	3	10	1771						
Do	8	18	–	May	10th	By Cash Received	5		
Do	–	19	–			By Ballance	14	28	–
Do	–	30	–						
Do Do	1	4	10						
Do Do	–	35	–						
Do Do	–	35	–						
Do Do	4	34	–						
Pagodas	19	28	..			Pagodas	19	28	

Fort S^t George the 26th October 1771

Errors Excepted

℘ Cha^s Oakley

Mayors Court at Madraspatnam } { Tuesday the 17 Day of December Anno Domini 1771

S.S.

Present

John Holland Esquire Mayor

George Smith — and John Sullivan

Aldermen

Mayor's Court

Between Thomas Dignity of Ganjam Merchant by his Attorney Charles Oakley of Fort Saint George Merchant Complainant and Mookun of Madras Hawker Defendant

The Defendant being in Court and Acknowledging the justness of the Complainant's Demand This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree, that the Defendant shall pay unto the Complainant the full and just sum of Fourteen Pagodas and Twenty Eight fanams (Pagodas 14. 28 ..) together with such Interest as now is or shall hereafter become Due thereon Untill full Payment is made, also all Costs of this Suit.

JHm

Meeken in Account Current with Mr Thos Dyneley ——— Cr

Bill		2	3	40	1771				
	Do	8	18	..	May	10th	By Cash Received	5	
	Do	..	12	..			By Ballance	14	28
	Do	..	30	..					
	Do	1	4	40					
Do	Do	..	35	..					
Do	Do	..	35	..					
Do	Do	4	34	..					
	Pagodas	19	27	..			Pagodas	19	28

Fort St George the 26th October 1771
Errors Excepted
℘ Chas Oakeley

Mayors Court at Madraspatnam } { Tuesday the 17 Day of December Anno Domini 1771

Present

John Holland Esquire Mayor
George Smith —— and John Sullivan
Aldermen

Mayor's Court

Between Thomas Dyneley of Ganjam Merchant by his Attorney Charles Oakeley of Fort Saint George Merchant Complainant and Meeken of Madras Hawker Defendant

The Defendant being in Court and Acknowledging the justness of the Complainant's Demand This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Fourteen Pagodas and Twenty Eight fanams (Pagodas 14. 28 ..) together with such Interest as now is or shall hereafter become Due thereon Untill full Payment is made, also all Costs of this Suit

P Cur