MAYER COURT
PLEADING

VOL: NO: 33

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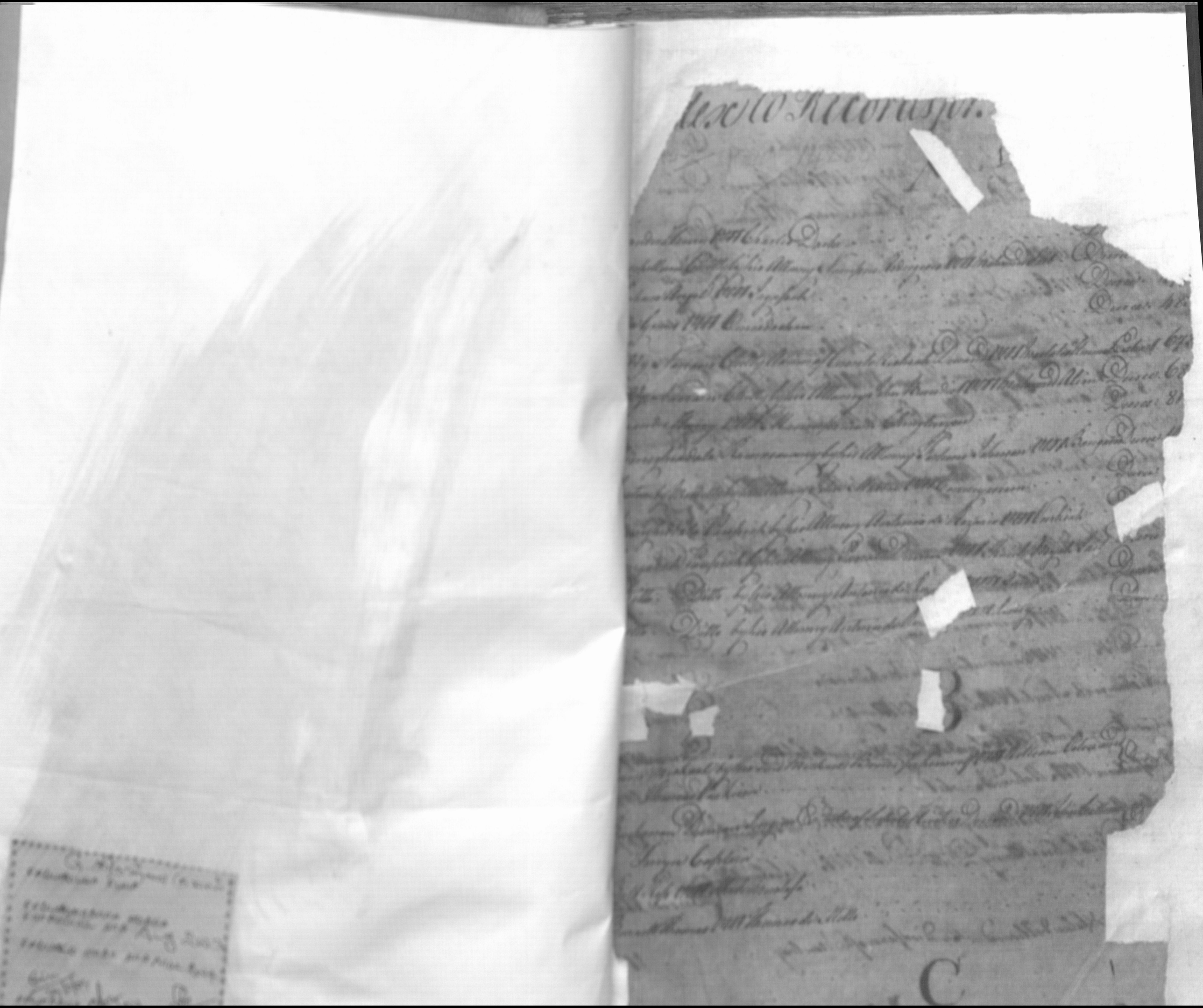

[illegible] Philippus Calendar VVII Joseph de Latour . . . . . Decree [illegible]
[illegible] Dawnsure VVII Charles Dacke . . . . . Decree [illegible]
[illegible] Bowerbank Cotton VVII Sawmy Naick . . . . . Decree 3[illegible]
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[illegible] and John Executors of Abraham Tazan Deceased VVII Sawmy . . . Decree 68[illegible]
[illegible] John Executors to Nicholas Morse Esq. Deceased VVII Chinnadiah Chitty Decree 71[illegible]
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[illegible] Chitty Mutt of Gandewady Mannaro Chitty Deceased by his [illegible]

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Myelapoor Barrell Chitty by his Attorney Pascal Drewen VVII Carony Nawaim Moodelly ..... Decree 222

Mannembada Chinglery Moodeliar by his Attorney Pascal Drewen VVII Moutiah Moodeliar ..... Decree 380

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V

[illegible]

U

W

[illegible]

X

Y

[illegible]

5 (1)

Filed the 13th August 1776

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth

unto this Honble Court Your Orator John Douglas late of Fort St George but at Present at Vizagapatam Merchant that Charles Darke of Fort St George Merchant Stands Indebted unto Your Orator in the full and Just Sum of Twenty One Thousand Five Hundred and One Pagodas Forty One fanams and thirty Six Cash Current Money of Madras Making in Starling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Eight Thousand and Six Hundred Pounds and Five Shillings or thereabouts as will more fully and at large Appear by an Account hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said Charles Darke of the said Sum of Twenty One Thousand Five Hundred and One Pagodas Forty one fanams and thirty Six Cash

But now so it is may it Please this Honble Court the said Charles Darke Obstinately and [illegible]

your Orator therefore Pray a General Relief which as
to this Honble Court shall appear agreeable to Equity
and good Conscience to the End therefore that the
said Charles Darke may upon his Corporal Oath full
true Direct and perfect Answer make to all and
singular the Matters and things hereinbefore set forth
and alleged as fully truly and Effectually to all
Intents and purposes as if the same were here again
Repeated and Particularly Interrogated and that he
may be Decreed to Pay unto your Orator the aforesaid
Sum of Seventy One thousand five hundred and
one Pounds Sixty one Pounds and thirty Six Cents with
all such Interest as mere or shall hereafter become
due thereon also all Costs of this Suit

Mayel Blake the Honble Court
to Cause the said Charles Darke to be Summoned and
Represented by the Sheriff of Saint George Sum of Mr Vest
Palmer and the Dutch Sheriff Personally to be and
appear before this Honble Court at a certain time
and place to be by this Honble Court Prefixed and
appointed then and there to Answer this your Orator
[illegible]

Sir Mr Charles Darke on Account Current with Mr John Douglas Cr

1	To the Amount of your Bond of the Date Payable to Jany 7th 1773 23 7th			1776 Aug	2	By Cash Received for a Bill on Mr Robt Barklay 1772 40 40			
	To Interest on D° from 7 Jany 1776 to the 31st July 1776 being 7 mos					By Interest on 25 from 2 May to the 31st July 1776 being 2 mos			
	12 Pd Cent	1203 23	1837 4 7th	July	31	29 Days @ 10 Pd Cent of Amount 4 25			
29	To the Amount of your Bond of the Date	3000				By Ballance due by Mr Darke	196	29 40	
	To Interest on D° from 2d July 1776 to the 31st July 1776 being 12 mos 2 days @ 10 Pd Cent	301 24	3301 24				21501	41 36	
	Pagodas	21698	28 7th			Pagodas	21698	28 7th	

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Mayer Court

Port St George 31st July 1776
Errors Excepted
Geo. Moubray
Prot Ogilvie
Attys. to John Douglas

Mayor's Court at Madraspatnam

Tuesday the 7th day of January Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Smith and Eyles Irwin
Aldermen

Between John Douglas of Fort St. George but at Present at Vizagapatam Merchant Complainant and Charles Dacke of Fort St. George Merchant Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainant Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Twenty One thousand Five Hundred and one Pagodas forty one fanams and thirty Six Cash [illegible]

Filed 11th Nov. 1776

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gandavady Sawmy Chitty of Madras Merchant Administrator of all and Singular the Goods Chattles and Credits of Gandavady Vincata Ramah Chitty late of the same Place Merchant Deceased by his Attorney Pascal Dreum of Madras Inhabitant that Colindapah Moodellear of the Same Place Inhabitant Stands Indebted unto Your Orator as Administrator as aforesaid in the full and Just Sum of Four Hundred and Two Pagodas Seventeen fanams and Ten Cash, Current Money of Madras & Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of One Hundred and Sixty Pounds and Nineteen Shillings or thereabouts Arising upon the Amount principal of two Bonds or Obligations given and granted by the said Colindah Moodellear unto the Deceased Gandavady Vincata Ramah Chitty So Not one under the date of the Ninth day of March which was in the Year of Our Lord One Thousand Seven Hundred and Fifty Seven, and One under the date of the Fifteenth day of August in the Same Year as Will morefully and [illegible] appear by translations thereof hereunto &

[illegible] by an Amount Current [illegible] [illegible] [illegible] which your Orator Prays the same may be [illegible] as part of this his Bill of Complaint and your Orator further Setteth that the said Colendapah Moodelliar hath frequently promised to pay unto your Orator the aforesaid Sum of Four Hundred and two Pagodas Seventeen fanams and Ten Cash [illegible] [illegible] your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested payment of the aforesaid Sum of Four Hundred and two Pagodas Seventeen fanams and Ten Cash from the said Colendapah Moodelliar

But now so it is May it Please this Honble Court the said Colendapah Moodelliar [illegible] and Wilfully refuses to Pay the same or to give your Orator any Manner of Satisfaction touching the [illegible] Premises your Orator therefore Prays a General [illegible] [illegible] such as to this Honble Court Shall appear [illegible] to Equity and good Conscience [illegible] therefore that the said Colendapah Moodelliar may [illegible] his Corporal Bill a full true Direct and [illegible] [illegible]

Decreed to Pay unto your Orator the aforesaid Sum of Four Hundred and two Pagodas Seventeen fanams and ten Cash together with all such Interest as now is or Shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Colendapah Moodelliar to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court Shall seem Meet

[illegible]

Atty Compt

Dr. Colendapah Moodelliar in Account Current with the Estate of Gandoovady Venkata Rama Chitty Deceased

			Pr	S	C
1751 March	19th	To the Amount Principal of your Bond in favor of Gandoovady Venkata Rama Chitty Deceased of the Date	176	26	
August	13th	To Do. Do. of the Date	16	38	24
		To 1 Piece of Safer Handkerchief		8	24
Septr	16	To Cash Advanced you	6	16	
Decr	23	To ¾ Yards of Lace		33	
1758 Febry	2	To 1 Piece of Dorsa	1	16	
		To 6 Do. of Mucca Dawellys	2	19	76
		To 2 Do. of [illegible]	1	16	
		To Interest on Do. to the 4th Novr 1776 Vizt	233	22	30
		On Pagoda 176 22 for 19 7 25 at 9 pr Cent pr annum	302		
		46 38 40 19 2 19 Do.	8		
		1 22 19 2 19 Do.	17		
		6 11 19 1 22 Do.	12	9	
		33 18 10 Do.	1	8	
		1 11 18 8 21 Do.	2	3	
		2 19 70 18 8 21 Do.	4	16	40
		1 11 18 8 21	2	3	
			415	12	40
		Pagoda	650	35	30

Fort Saint George

			Pr	S	C
1757 Augt	13th	By Cash Received	4		
	24th	By 1 Piece of Muslins	1	11	
Septr	7th	By 3 Yards of Course Broad Cloth at 7/8 Pr pr yard	2	27	60
1758 Jany	24th	By Cash Received	5		
Febry	21st	By 1 Piece of Palampores	1	22	
March	3d	By Cash Received	5		
	22d	By Do. Do.	10		
April	3d	By Do. Do.	10		
	7th	By Do. Do.	5		
1759	11th	By Muslins Sold to Sawmynadam on my Acct	3		
July	19	By 39 Pieces of Chints Sold to Mr. Arnet	45	33	
			93	5	60
		By Interest on Do. to the 4 Novr 1776 Vizt			
		On Pagt 4 for 19 7 25 at 9 pr Cent pr annum	7		
		1 11 19 7 16 Do.	2	9	
		2 27 19 7 3 Do.	5		
		5 19 3 6 Do.	8	21	
		1 22 18 8 2 Do.	2	18	40
		5 18 7 20 Do.	8		
		10 18 7 Do.	17		
		11 18 6 18 Do.	16	30	
		5 18 6 14 Do.	8		
		3 18 6 14 Do.	5		
		45 33 18 3 12 Do.	75	22	
			155	12	40
			248	18	20
1776 Novr	4th	By Balance Due	402	17	10
		Pagoda	650	35	30

4th November 1776

Errors Excepted

Know all men by these Presents that I Gnanambal Mudaliar Son of Chinnathambi Mudaliar of Madras am held and firmly bound unto Vincenta Renard Chitty of the Island of Ceylon in the full sum of Rupees Two Thousand Lawful Money of Ceylon to be paid to the said Vincenta Renard Chitty or her Certain Attorney Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this Twenty Fifth day of March in the Year of our Lord One Thousand Eight Hundred and Fifty Seven

The Condition of the above Obligation is such that if the above bounden Gnanambal Mudaliar Son of Chinnathambi Mudaliar Mudaliar his Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named Vincenta Renard Chitty her Executors Administrators or Assigns the full and just Sum of One Thousand Rupees Lawful Money of Ceylon on Demand with Interest at the Rate of Nine per Centum per Annum from the Date hereof then the above Obligation to be void and of none effect or else to remain in full force and virtue

Signed Sealed and Delivered in the presence of

Gnanambal Mudaliar

Mem Translation as near as Can be from the Malabar Language

Wm Thos Piachy
Atty Consd

Know all men by these Presents that I Gnanambal Mudaliar Son of Chinnathambi Mudaliar of Madras am held and firmly bound unto Vincenta Renard Chitty of the Island of Ceylon in the full sum of Rupees Two Thousand Lawful Money of Ceylon to be paid to the said Vincenta Renard Chitty her Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this Twenty Fifth day of March in the Year of our Lord One Thousand Eight Hundred and Fifty Seven

The Condition of the above Obligation is such that if the above bounden Gnanambal Mudaliar Son of Chinnathambi Mudaliar Mudaliar his Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named Vincenta Renard Chitty her Executors Administrators or Assigns the full and just Sum of One Thousand Rupees Lawful Money of Ceylon on Demand with Interest at the Rate of Nine per Centum per Annum from the Date hereof then the above Obligation to be void and of none effect or else to remain in full force and virtue

Signed Sealed and Delivered in the presence of

Gnanambal Mudaliar

Mem Translation as near as Can be from the Malabar Language

Wm Thos Piachy
Atty Consd

To all to whom these Presents shall come I Gnanambal Sowmy Chitty Administratrix to the Estate of Gnanambal Vincenta Renard Chitty Deceased send Greeting Whereas Colundaivelu Mudaliar of Madras Inhabitant in and by Two Bonds or Obligations Bearing date Two Writings one under the date of the Ninth day of March which were in the Year of Our Lord One thousand Seven Hundred and Fifty Seven for the Sum of One Hundred and Seventy Six Rupees and Seventy one Fanams and One under the date of the fifteenth day of August in the same Year for the Sum of Sixty Six Rupees thirty Eight Fanams and forty Cash and both which Payable on Demand with Interest at the Rate of Nine Pounds per Centum per Annum become bound unto Vincenta Renard Chitty in her Life time as by the said Bond and Condition thereof may appear and whereas there now due upon the same Bond the Sum of Four Hundred and two Rupees Seventeen Fanams and ten Cash for the Principal and Interest of and upon the said Bond but after her Death hath lawfully provided to pay unto the said Gnanambal

as by the said Bond and Condition thereof May appear
Now Know ye that the said Gandoovady Sawmy
Chitty for a Valuable Consideration to him in hand
paid by Pascal Drucum of Madras Inhabitant at
or before the Executing and Delivery of these Presents
the Receipt whereof he the said Gandoovady Sawmy
Chitty Doth hereby Acknowledge He the said Gandoo-
vady Sawmy Chitty hath Assigned and Assures and
by these Presents Doth Assign and Assure unto the
said Pascal Drucum the Bond or Obligations and the
Money or Amount Principal and Interest thereof
due and Owing and which may become Due thereon
and all his Right and Interest of in and to the Same
and Every part thereof and the said Gandoovady
Sawmy Chitty for the Consideration aforesaid hath
made Constituted and Appointed and by these
Presents Doth Constitute and Appoint the said
Pascal Drucum his Executors and Administrators
his true and Lawfull Attorney and Attorneys
Irrevocable for him and in his Name and in the
Name and Names of his Executors and Administrators
but for the Sole and Proper use and Benefit of
the said Pascal Drucum his Executors Administrators
and Assigns to Ask Require Do [illegible]
of the [illegible]

Due on the said Bond or Obligations and on Non payment
thereof he the said Pascal Drucum his Heirs Executors
and Administrators to Sue for and Recover the same
and on Payment thereof to deliver up the said Bonds
or Obligations and give Sufficient Release and Discharge
therefore and one or More Attorney or Attornies under
him to Constitute and whatsoever the said Pascal
Drucum or his Attorney or Attornies under him shall
Lawfully do in the Premises the said Gandoovady
Sawmy Chitty Doth hereby Allow and Affirm And
the said Gandoovady Sawmy Chitty Doth Covenant with
the said Pascal Drucum that he the said Gandoovady Sawmy
Chitty hath not Received nor will Receive the said Money
Due or to become Due on the said Bonds or Obligations
or any part thereof Neither shall or will Release or
Discharge the same or any part thereof but will own
and Allow of all Lawfull Proceedings for Recovery
thereof he the said Pascal Drucum Saving the said
Gandoovady Sawmy Chitty harmless of and from
any Cost that may happen to him thereby

In Witness whereof the said Gandoovady Sawmy
Chitty hath hereunto Set his Hand and Seal in Madras
this Ninth Day of November in the Year of Our Lord
One Thousand Seven Hundred and Seventy Six

Mayor's Court at Madraspatnam

Tuesday the 7th day of January Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Smith Esq. [illegible]

Witnesses

Between Gandarvady Sowry Chetty of Madras Merchant Administrator of all and Singular the Goods Chattles and Credits of Gandarvady Venkata Rama Chetty late of the same Place Merchant Deceased by his Attorney Pascal Dawson of Madras Inhabitant Complainant and Palindapah Mandellar of the same Place Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have passed for the Defendant to Answer the Complainant Bill which he has Negotiated using This Court with therefore thought fit to Order and Decree and with [illegible]

together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

A Cur

Filed the 31th October 1776

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewth unto this Honble Court Your Orator John Lister of Madras Inhabitant that Thomas Lewis of the same place Inhabitant Stands Indebted unto Your Orator in the full and just Sum of Twenty Six Pagodas and one quarter of a Pagoda Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Ten Pounds and Ten Shillings or thereabouts Arising upon a Promissory Note given and granted unto your Orator by the said Thomas Lewis on the Twenty Ninth day of July in this present Year of Our Lord One Thousand Seven Hundred and Seventy Six hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be admitted as part of this his Bill of Complaint and your Orator hath frequently and in an Amicable Manner requested Payment of the said Sum of Twenty Six Pagodas and one quarter of a Pagoda from the said Thomas Lewis

[illegible]

July 29th 1776

I Thomas Lewis Promise to Pay to Mr John Lister the Sum of 26 Star Pagodas and 1/4 for Value Recd by me

Thos his + mark Lewis

Witness
John
Sarvanah

Alexr Popy
[illegible]
Atty Compt

Mayor's Court at Madraspatnam

Tuesday the 7th day of January Anno Domini 1777

Present
Andrew Majendie Esquire Mayor
George Smith and Eyles Irwin
Aldermen

Between John Lister of Madras Inhabitant Complainant and Thomas Lewis of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay Unto the Complainant the full and Just Sum of Seventy Six Pagodas and one Quarter of a Pagoda (Pagd 26 1/4) together with all such Interest as now is

(11)

Filed 4th Feby 1777

Sherwith

To the Honble the Judges of
Court of Exchequer

The Humble Petition of William Sherwith

Most Humbly Sheweth That your Petitioner hath lately exhibited
into the Office of Pleas of this Honble Court his Bill of Complaint
against Gyshak Chitty Grace Sowney and Magennall
and thereby prayed the Benefit of the Writ of Injunction
against the said Defendants to stay their Proceedings
in an Action at Law commenced by them against your Petitioner
in his Majesty's Court of Kings Bench at Westminster
for the Recovery of the Sum of Fifty Pounds
and Costs of Suit as by the said Bill of Complaint
now remaining in this Honble Court may more fully appear

Your Petitioner therefore humbly prays that
he may be admitted to Bail to the said Bill of Complaint
and that the Writ of Injunction may be granted
to stay the Proceedings in the said Action at Law
and your Petitioner will ever pray &c

William Sherwith

To the Honble the Judges of
Court of Exchequer

The Humble Petition of William Sherwith
the Plaintiff in a Cause now depending in this Honble Court
against Gyshak Chitty Grace Sowney and
Magennall Defendants

Sheweth That your Petitioner hath lately exhibited
into the Office of Pleas of this Honble Court his Bill of Complaint
against the said Defendants thereby praying
the Benefit of the Writ of Injunction
against the said Defendants to stay their Proceedings
in an Action at Law commenced by them against your Petitioner
in his Majesty's Court of Kings Bench at Westminster
for the Recovery of the Sum of Fifty Pounds
and Costs of Suit as by the said Bill of Complaint
now remaining in this Honble Court may more fully appear

Your Petitioner therefore humbly prays that
he may be admitted to Bail to the said Bill of Complaint
and that the Writ of Injunction may be granted
to stay the Proceedings in the said Action at Law
and your Petitioner will ever pray &c

William Sherwith

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your Orator by the said Gyshak Chitty Grace Sowney and
Magennall Bearing date the Ninth day of December which
was in the Year of our Lord One Thousand Seven Hundred and
Seventy four hereunto Annexed for the Inspection of this
Honble Court which your Orator prays may be Admitted as
part of this his Bill of Complaint And whereas your Orator
hath frequently Sued in an Amicable Manner to procure
Payment of the said Sum of Fifty Pounds from the said
Gyshak Chitty Grace Sowney and Magennall

But now so it is May it please this
Honble Court the said Gyshak Chitty Grace Sowney and
Magennall Obstinately and wilfully Refuses to pay the Same
or to give your Orator any Manner of Satisfaction touching
the Premises your Orator therefore prays a Genaral Relief
Such as to this Honble Court shall appear agreeable to
Equity and Good Conscience To the End therefore that
the said Gyshak Chitty Grace Sowney and Magennall
may upon their Corporal Oath full true Direct and
Perfect Answer Make to all and Singular the Matters and
Things herein Before Set forth and charged as fully truely and
Particularly to all Intents and Purposes as if the same were here
Repeated and Interrogated Interrogatorily Examined and that they
may Discover and Set forth unto your Orator the aforesaid
Matters with all Such Instruments as
may hereafter become Evidence thereon also

1777

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(48)

May 5. 1776

The Bill of Complaint was shown to me in the stage of Appearance. Let a Summons Issue thereon returnable the 4th Instant

John Fanning
Mayor

Translate of an Allegation Dated 15th of September 1775

Pannamal Sabarayen to give this Allegation to Doctor Milne at Pannamally Fort, and to thereby Acknowledge to have Borrowed and Received of him on an urgent Occasion the full sum of Sum 62/ Sixty two Pagodas, current Money of Madras the which said Sum I Promise to pay on or before the 31st Instant with such Interest as shall become due thereon at the Rate of 9 p. Cent p. Annum — In default of which Payment Sum to pay on Demand with such Interest as may become due thereon at the Rate of 12 p. Cent p. Annum This Date given by my Cowmil Mahajen Notary Vengaya Mudaly and Mangadee Appah Mudaly by their Knowledge Drawn by Mahabeer Comaraper — (Signed) Pannamal Sabarayen

Mahajen Signed
Mangadee Appah
Vengaya —

The above is a true Translate as near as can be from the Original in the Malabar Language by Pannamal Chown Court Interpreter —

Dated the 24th Augt 1796

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Thomas Parkison late of Fort Saint George Esquire but at present of London by his Attorney Mathew Horne Esquire Register of Adultery in the Service of the Honble the United English East India Company on the Coast of Coromandell that Worvatoor Nallapah of Madras Dubash stands justly and truly indebted unto your Orator in the Sum of One Thousand Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of Four Hundred Pounds being the Principal of one Bond or Writing Obligatory under the Hand and Seal of the said Worvatoor Nallapah bearing Date the Fourteenth day of October which was in the Year One Thousand Seven hundred and Seventy five, a True Copy whereof is hereunto Annexed for the inspection of this Honble Court and the Original is in your Orator's Custody and Ready to be produced to this Honble Court when Required and which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint And Whereas Your Orator hath by the means of his Attorney the said Mathew Horne frequently and in an Amicable Manner Requested payment from the said Worvatoor Nallapah of the said Sum of One Thousand Star Pagodas

But now so it is and May it please this Honble Court the said Worvatoor Nallapah Obstinately and wilfully Re-

(47)

formerly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Fort Saint George this Fourteenth day of October in the Year One Thousand Seven Hundred and Seventy Five

Whereas the above bound Moodaloo Nellapah hath borrowed and Received of the above named Tho.s Parkeson the full and just Sum of One Thousand Star Pagodas to Him at interest at the Rate of Ten per Cent per Annum payable the first of July next being 1776—

Now the Condition of this Obligation is such that if the above bound Moodaloo Nellapah or his heirs Executors Administrators or Assigns shall well and truely pay or Cause to be paid unto Tho.s Parkeson Esq.r or his heirs Executors Administrators or Assigns the full and just Sum of One Thousand Star Pagodas together with such Interest as shall or may become due thereupon, then this Obligation to be void and of no Effect otherwise to continue in full Force and Virtue

Nellapah (18)

Signed Sealed and delivered
in the presence of
Thomas Charles Sergeant
County

Attested to be a true Copy by me
Chas.t Boomley
Not.r Publick

Mayor's Court at
Madraspatnam

Tuesday the 25th day of January
Anno Domini 1777
Present
Andrew Majendie Esquire Mayor
Edwd. John Holland and Alex.r Brodie
Aldermen

(49)

Sale of Iron Utensils of Kistnama Chitty of Madras Merchant and did pay unto the said Kistnama Chitty for the same the Sum of Eighty Eight Pagodas and Eleven Fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Thirty Seven Pounds Ten Six Shillings or thereabouts And your Orator further Sheweth that the said Kistnama Chitty came unto the House of your Orator about five or Six Months after the aforesaid Month of July Viz^t sometime in or about the Month of November or December in the aforesaid Year and pretended he had met with an Opportunity of Selling the aforesaid Articles or Iron Utensils on your Orators Account for very considerable profit and Advantage and did request your Orator would deliver the said Articles to him the said Kistnama Chitty for that purpose, And your Orator further Sheweth that believing the Words of the said Kistnama Chitty and what he said Respecting the sale of the said Articles, he did accordingly at the same time deliver them and all of them unto the said Kistnama Chitty, and whereas your Orator was informed by the said Kistnama Chitty at short time afterwards that he had sold the said Iron Utensils at a good price and Mentioned your Orator would be a gainer of twenty or twenty five per Cent by the sale of the aforesaid Articles And your Orator further Sheweth that he hath frequently and since he demanded of the said Kistnama Chitty

(51)

If Your aforesaid that he had an Opportunity to Sell and dispose of the said Articles of Iron Utensils for Your Orator for acon-siderable profit and Advantage and if he did or did not at or about the aforesaid time or some other and what time Request Your Orator would Deliver him the said Kistnama Chetty the said Articles for that purpose and whether Your Orator did or did not then at the same time or some other and what time and when deliver unto him the said Kistnama Chetty all the said Articles or Iron Utensils with Your Orator had as aforesaid purchas-ed of him the said Kistnama Chetty, and whether the said Kistnama Chetty or did or did not some time after and when inform Your Orator that he had sold the said Articles or Iron Utensils at a considerable profit and if he the said Kistnama Chetty did not Acquaint Your Orator that he Your Orator would be agained of Twenty or Twenty five per Cent by the Sale of the aforesaid Articles made by him the said Kistnama Chetty, and that the said Kistnama Chetty may set forth and discover to whom he sold the said Articles or Iron Utensils and when and for what profits and Advantage and whether your Orator hath not frequently demands of him the said Kistnama Chetty an Account of the Sale of the aforesaid Articles or Iron Utensils and the payment of the Amount thereof And Your Orator lastly prays that the said Kistnama Chetty may be Decreed to pay unto Your Orator the aforesaid Sum of Eighty Eight Pagodas and Eleven Fanams together with the Addition of Twenty five per Cent for Profit and Advantage Received and gained thereupon by the Sale of the said Articles by the said Kistnama Chetty made

(53)

the time in the said Bill mentioned or at any other time whatever Purchase a Quantitty of Different Sorts of Iron Utensils of this Defendt this Defendant does also say that the said Complainant did pay unto him this Defendant for the same either the Sum of Eighty eight Pagodas and Eleven fanams as Setforth in the said Bill or any other Sum whatever. This Defendant also denies that he did about Five or Six months after the Month of July One Thousand Seven hundred and Seventy three mentioned in the said Bill, to wit Some time in or about the Months of November or December in the aforesaid Year goto the House of the said Complainant and pretend he had met with an Opportunity of Selling the aforesaid Articles or Iron Utensils on the said Complainant's Account for every considerable Profit and Advantage, This Defendant also denies that he did request the said Compl.t would Deliver the said Articles to him for that purpose, This Defendant also denies that the said Complainant did deliver the said Articles and Merchandize unto him this Defendant in Manner or for the Account or purpose mentioned in the said Bill, This Defendant also says that he did Inform the said Compl.t that time or any other time afterwards that he had Sold the said Utensils at a good price, or that he said the said Compl.t would be a gainer of Seventy or Seventy five per Cent by the Sale of the aforesaid Articles, and this Defendant Conceives it will by what he this Defendant as well with the leave of this Honble Court in this his Answer Setforth relative to some Articles in which the said Complainant had accounts appear that the Case is by no means as Stated in the said Bill of Complainant But as

(55)

Complainant Answered he had not— Upon which Saying said Goods being where they might be liable to be Stolen he this Defendant proposed to the said Complainant to give him only master of the said Goods and Lockup the rest in a Room in his the said Complainants House, to which the said Complainant Agreed, and the said Goods, Except masters, were put in a Room Lockedup Accordingly, and this Defendant, with the Consent of the said Complainant, carried away the Key of the Room where the said Goods were put, That this Defendant did at different times afterwards Sell some of the said Goods to some Merchants to the Amount of Fifty eight Pagodas Six fanams and forty Cash, as per Account thereof hereunto Annexed for the Inspection of this Honble Court Marked B. which this Defendant prays may be Admitted as a further part of this his Answer, This Defendant further Saith that the said Goods having been bought at Vitery in the Bazar to his this Defendants Name a Bill was brought to this Defendant for the Sum of One Hundred and Twenty Pagodas One fanam and forty Cash, being the Amount Purchase thereof, and this Defendant in Consequence Demanded of his said Partners in the said Concern the amount of each of their Shares of the said Goods which but each of them Urged their having no money, This Defendant did therefore himself pay the said Bill

a Copy whereof is hereunto Annexed for the Inspection of this Honble Court Marked D. which this Defendant prays may be Admitted as a further part of this his Answer, the Original being in this Defendants Custody and Ready to be produced for the Inspection of this Honble Court if required This Defendt. further Saith that the whole of the said Articles mentioned in and which compose the said Account Marked D. belong to the said Joint Concern Except the five last articles mentioned therein which belong to him this Defendant only This Defendant further Saith that the said Mr. Reifsard has, Sold part of the said Goods belonging to the said Partnership concern to the Amount of Fourteen Pagodas and One fanam, as per Account of the Sales thereof hereunto Annexed for the Inspection of this Honble Court Marked E. which this Defendant prays may be Admitted as a further part of this his Answer, And this Defendant also Saith that the remainder of the said Goods belonging to the said Partnership concern are still in the Custody of the said Mr. Reifsard Undisposed of an Account whereof Marked F. is hereunto Annexed for the Inspection of this Honble Court, and which this Defendant prays may be Admitted as a further part of this his Answer, which Said is the State of the Case will this Defendant Doubts not be sufficient to Demonstrate to this Honble Court the Unjustness of the said Complainants said Demand and Action — This Defendant doth now proceed to Answer the Interrogatories

Articles for the purpose he the said Complainant mentions, what this Defendant did so Ask for and receive of the said Goods being on Account of the Concerned as aforesaid and not on Account of the said Complainant only, the same not being the property of the said Complainant only But of the said Concerned also, and for which this Defendant paid as before mentioned This Defendt. denies that the said Complainant did at any time whatever delivered unto him this Defendant all the said Articles, And saith what he this Defendant did so receive, Appears by the Account herein beforementioned and hereunto Annexed Marked B. This Defendt. also denies that he did Inform the said Complainant that he had Sold all the said Articles either at a considerable profit or otherwise, Nor could he have given the said Complainant any such Information with the least Degree of truth as he had not Sold them, But this Defendant Saith he did tell the said Complainant that he and the said Mr. Roissard had Sold a part of them, as was really the Cause herein before Selforth, This Defendant absolutely denies that he did even Acquaint the said Complainant that he the said Complainant would be a gainer of Twenty or Twenty five per Cent by the Sale of the Articles either made by him this Defendant or by the said Mr. Roissard — much less did or could this Defendt. tell the said Complainant so as to the whole of the said Articles In answer to the said Complainant have Required of this Defendant to Selforth and Discover to whom he Sold the said Articles and when and for what profite or Advantage this Defendant Saith

take any Account of the names of the Persons to whom he so sold the same he cannot therefore set forth the same But the true Account of the dates of what he the Defendant did sell and the respective Sums of the sale thereof is set forth with the Account Marked B herein and as aforesaid And the Account of what was Sold by Mr Rayfield is hereunto Annexed marked E as aforesaid The Defendant absolutely denies that the said Complainant hath frequently Demanded of him this Defendant an Account of the Sale of the aforesaid Effects or from thereof or the payment of the Amount thereof and this Defendant saith that the said Complainant ever had the Right to Demand Payment of the Amount thereof for any part thereof as the same are not sold, nor has any thing more Enough of the said Effects been sold to reimburse this Defendant what he has paid for them, This Defendant further saith that the said Complainant Ought not to have the said Bill for this Defendant to be Dismissed to pay unto him the said Complainant the aforesaid Sum of Eighty eight Pounds Fifteen Shillings together with the Interest of the same Sum at the Rate of Five pounds per Centum per Annum from the Time of the Commencement of this Suit and Advantage unjustly alledged by the said Complainant to have accrued and ensued thereupon by the Sale of the said Effects by this Defendant and Judgment for the Sale thereof from the Day of the date hereof and Whether what the said Complainant calls the full Satisfaction and Payment of the said Account by this Defendant to him the said Complainant be by him Answered and confessed to be Just and Reasonable or not This Defendant submits to the Honourable Court of Chancery Lastly this Defendant saith that he Knows of no matters or things which he apprehends are Necessary to be Answered unto by this Defendant and which are not herein and hereby Answered and Denied or otherwise sufficiently Answered unto as he is advised and believes All which matters and things this Defendant is ready and willing to aver maintain and prove as this Honble Court shall Direct and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained

Ano Sykes

Solr for the Defendant

A

All Account of Goods bought at Antigua with 22d June 1773

36	Chizzels	2. 14. 75.	
36	Ditto	2. 1. —	
36	Ditto	1 8. 66	
12	Ditto	30 45	
6	Ditto	1. 17. 15.	
12	Ditto	1. 25. 45	
12	Ditto	1. 17. 15.	
12	Ditto	1. — 40	
12	Ditto	1. 17. 15.	
12	Ditto	1. 22. 60	
12	Ditto	2. 18. 15.	
16	Ditto	19. 05	
6	Punches	1. 6. 5.	
12	Do	50. 50	
12	Do	1. 33. 90	
12	Pair of Hinges	3. 15. 10.	
12	Do Brass Handles	2. 7. 65	
12	Do Brass Locks and Keys	5. 12. 50	
12	Pair of Brass Hinges	3. 10. 25	
6	Iron Locks & Keys	2. 1. —	
12	Pair of Iron Hinges	1. 18. 25	
12	Do of Mortice Locks	3. 3. 30	
12	Do Do	1. — 60	
6	Iron Lapped Tobacco Boxes	1. 11. 52	
12	Do Burning Glasses	1. 6. 10	
12	Do Round	3. 3. 75	
12	Brass Door Locks & Keys	3. 10. 60	
24	Mortice Locks	4. 0. —	
24	Do	4. 2. 65.	
24	Do	5. 17. 15.	
24	Do	3. 3. 25	
24	Iron	6. 17. 55.	
24	Do	3. 7. 5.	
24	Do	3. 7. 5.	
127	Do	2. 21. 35.	
24	Iron Hinges	3. 1. 40	
24	Do Do	1. 17. 15.	
24	Iron Handles	1. 22. 25	
24	Do Do	4. 24. 20	
12	Pair of Brass Handles	1. 17. 15	
12	Brass Candlestick	1. 17. 15	

B

1773

An Account of Goods Sold by Informa Mistriana Chitty

July 16	By 12 Dozen of Chissons			8. 2. 60
	30. 12. 12. Do Do			4. 13. 60
	51. 12. Pair of Iron Hinges			2. 38. —
	56. 12. Do Do			3. 16. 60
	57. 12. Do Do Handles			1. 38. —
	58. 12. Do Do			1. 2. 60
Augt 13.	34. 2. Rule Cases			11. 20
	35. 6. Do Do			1. 22. —
	36. 1. Do Do			12. 60.
Sept 3.	62. 11. Pair Brass Handles			4. 30. 20.
	25. 2. Do Do Hinges			1. 8. 20.
	22. 5. Do Do Handles			2. 22. —
	27. 1. Do Iron Hinges			8. 20.
Oct. 14.	91. 46			
	92. 69			
	95. 34	Foiles		21. 33. —
	109 37			
	116			
	24. 1 Brass Lock			22. —
	63. 1 Pair Brass Candlestick			1. 2. 40
			Page 8vo	88. 0. 40
				87. 20

C

1773

Oct. 15. An Account of Monies remaining in Stephen Crawfords hands

17.	
18. 1 Punches	
19. 1 Do	
20. 1 Do	
21. 1 Pair of Hinges	
22. 1 Do Brass Handles	
24. 1 Brass Lock & Key	
26. 1 Pair Brass Hinges	
26. 1 Iron Lock & Key	
33. 1 Do Lapped Boxes	
31. 1 Do Do Do	
32. 1 Do Round Do	
35. 1 Mortice Do	
62. 1 Pair Brass Handles	
91. 1 Foile	
923. Do	
952. Do	

D

Account of Goods belonging to Channa Kistnama Chetty

1		6 Chests			
2		16 Do			
3		10 Do			
4		4 Do		Rs	
5		5 Do		55	55
6		12 Do		3	36
7		14 Do		5	70
8		5 Do		10	1 32
9		12 Do		6	1 32
10		6 Do		2 3/4	1 32
11		12 Do		2	24
12		12 Do		5 2	1 44
13		12 Do		1	12
14		10 Do		6 2	1 32
15		12 Do		6 2	1 32
16		12 Do		6 2	1 32
17		1 Do		6 2	1 32
18		3 Do	of different Sizes	6 2	1 32
19		6 Do		6 2	1 32
20		6 Do		6 2	1 32
21		11 Pair of Rings			4
22		11 Pair of Brass Irons		72	22
23		1 Doll of Brass Handles		8	1 6
24		10 Brass Locks & Keys		3 2	1 32
25		4 Pair Brass Rings		7 2	1 60
26		6 Iron Locks & Keys		21	2 32
27		12 Pair Iron Rings			36
28		1 Pair Match Locks		21 60	6
29		1/2 Do		21 60	3
30		5 Iron Jappan'd Locks		16	1 28
31		6 Do Do Iron Locks		6	1 32
32		4 Do Do Do			32
33		4 Do Round Do			24
34		2 Brass Iron Locks & Keys		21 60 Pair	4 32
35		24 Hatchets		12	1 12
36		16 Do		24	1 28
		17 Do		10	1 20
		1 Pocket Lattin Iron Glass		2 Doz	4
		1 Do		12	1
		4 Small do & Iron Hour Glasses		10	2 24
		4 Small do & Iron Sand Glasses		4	2 24
		1 Pair Bell Mettle			1 20

Received this 7th day of November of Chetty Kistnama Chetty the above Goods to sell for his Account at the affixed Prices he promising to pay me seven p Cent Comission and the other Charges Arising on the said Goods that are saleable.

A true Copy Wm Sykes: 2 — Geo: Js: Hoysard

Atty for the Defendant

E

An Account of Goods Delivered to Mr Hoysard the 7th November 1773 and by Mr Hoysard Sold as follows Viz.t

1773					
December	24	28 1/2	Pair Match Locks		14 —
1774					
January	21	22 4	Pair Brass Handles		4 — —
		33 2	Brass Drawlocks & Keys		15 60
		29 1	Iron Stock		22 —
February	28	22 1	Pair Brass Handles		32 —
		26 2	Iron Locks		26 —
March	31	36 2	Hatchets		32 —
		26 2	Iron Locks		22 —
		22 1	Pair Brass Handles		6 —
		27 1	Do Iron Rings		22 —
		22 1	Do Brass Handles		14 —
		36 1	Hatchet		2 — —
May	11	22 4	Pair Brass Handles		14 —
		36 1	Hatchet		12 —
		34 1	Do		15 60
		29 1	Iron Stock		31 40
		23 1	Doll of Brass Locks		Pagoda 14. 1 —

Errors Excepted

F

An Account of Goods Remaining with Mr Hessard

N.		
1	6	Chizzels
2	16	Do
3	10	Do
4	4	Do
5	5	Do
6	12	Do
7	14	Do
8	5	Do
9	12	Do
10	5	Do
11	12	Do
12	12	Do
13	10	Do
14	12	Do
15	12	Do
16	12	Do
17	1	Sett Do of Different Sizes 11 in a Sett
18	3	Pinchers
19	6	Do
20	6	Do
21	11	Pair of Iron Hinges
24	10	Brass Locks
25	4	Pair of Brass Hinges
26	1	Iron Lock
27	11	Do Hinges
28	half	Pair Matchlocks
29	½	Pair Iron Stock
30	5	Iron Jappan Box
31	6	Do Burning Glasses
32	4	Do Rains Do
34	19	Hatchets
35	16	Do
36	14	Do

27

Filed the 1st May 1775.

The Replicaton of Stephan Ovan John of Madras Merchant to the Answer of Sunca Kistnamah Chitty of the same place Merchant

This Repliant Now and at all times hereafter saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the Many Errors, Untruths Uncertainties and imperfections in the said Answer contained for Replication thereunto Saith that his Bill of Complaint and all and Singular the Matters and things therein contained are good true certain and Sufficient in the Law to be Answered unto in Such Manner and form as the same are therein and thereby Settforth and alledged and that the Answer of the said Defendant is very untrue evasive and insufficient, And this Repliant Saith that the Defendant is justly and truely indebted unto him this Repliant in the sum of Eighty Eight Pagodas and Eleven fanams for the said Sum paid unto him the said Defendant for the purchase of a quantity of different sorts of Iron Utensils And that this Defendant is justly answerable to this Repliant for, Twenty per Cent upon the Sale thereof made by him the said Defendant on Account of this Repliant or whatever profit the said Defendant did Receive thereupon Notwithstanding anything to the contrary Settforth by the said [illegible] his said Answer, And this Defendant doth

insist that he did purchase of the Defendant a quantity of Sea
Utensils as set forth in his said Bill of Complaint to the Amount
of the aforesaid Sum of Eighty Eight Pagodas Eleven fanams
and forty Cash and which said Sum he did also pay unto the
Defendant and which he the said Defendant is justly and truly
indebted to him this Repliant for and this Repliant
further saith that at the time he filed his aforesaid Bill
he had mislaid and could not find the Account or list of the
several Articles he is as aforesaid purchased from the said
Defendant and he was in hopes at that time it would not
be necessary relying upon the justness of his aforesaid
demand and thinking Nothing less than that the Defendant
would so wrongfully oppose the same in the Manner he
hath in his said Answer, but this Replication having since
found the Account of the said Goods purchased as aforesaid of
the said Defendant, he humbly begs leave to annex the same
hereunto and prays the same may be admitted as part of
this his Replication the truth and justness of which said
Account and of his demand thereupon he makes no doubt
he shall be able to prove in due time, and for further
Replication this Repliant saith that the several Concerns
[illegible] in his said Bill of Complaint tending to charge
the Defendant with the sale of the said Goods in the Man-
ner in his said Bill set forth are just and true and that
the Defendant did [illegible]
[illegible]

Repliant further saith that the Account related to this Honble
Court by the said Defendant in his said Answer is all together false
and untrue as far as the same relates to him this Repliant for
he this Repliant saith that he is entirely ingnorant thereof
and of the Matters thereto relating. This Repliant saith he knows
of no purchase in partnership between the Defendant and the
said Chinnayah of any Cutlery or Iron Mongery at to blick Out-
cry to the Amount of One hundred and twenty Pagodas one
fanams and forty Cash or to any other Amount whatsoever
neither is he acquainted with the Articles of the Account
marked A. unto the said Answer annexed, but that this De-
fendant in examining the same hath found that one or two
of the Articles in the said Account agree with one or two of the
Articles in the Account annexed unto this Repliants Replica-
tion as aforesaid And this Repliant doth also Absolutely
deny he did at any time or ever request the Defendant to allow
him this Repliant share in the said pretended purchase, or
that he knows any thing of one Sheshachella Chitty in the said
business or in any other concerns saving and excepting that
the said Sasachella Chitty is the Defendants Brother. This
Repliant doth also deny he ever or at any desired the said Sup-
posed Goods might be sent to his house or that he ever said
he would in a day or two exhibited them to the pegue Mer-
chants in order to dispose of them on Account of the said
pretended concern, this Repliant doth also deny the said Sup-
posed Goods were ever at any time sent to his this Repliants

Replicant for his or any other proportion or Sum or Sums on that or any other account or reason, And this Replicant having as aforesaid no concern connection or partnership with the Defendant or any other person or persons in the said or any other Goods he could not agree that the Defendant should receive the Amount at which the said Goods should be sold for, having no knowledge or interest therein and for the same reason that he was or at any time consented the Defendant should take the said pretended Goods into his the said Defendants possession or any other Goods whatsoever, saving and excepting the Goods the Defendant obtained and procured from this Replicant in the wrongfull and fraudulent Manner in this Replicant in the wrongfull and fraudulent Manner in his Bill of Complaint set forth this Replicant doth also deny the Matters pretended by the Defendant according to his account Marked C. annexed unto his said Answer were ever left with him. This Replicant further saith that he is equally ignorant of the said Goods or any the Goods being exported with Master Kirkpard to be sold or for any Cause purpose or Reason whatsoever, as also of the Receipt Marked D. further than as the same appears in the Defend.ts Answer to have been a Receipt for Goods delivered on Account of the Defendant himself. This Replicant is also an entire Stranger to any Goods being sold on the Account Mentioned by the said Defendant but particularly as to any Matters which relate to him this Replicant this Replicant further saith that for the aforesaid Cause and Reasons

belong or were at any time the Property of this Replicant And as to the Defendants pretended Purchase of the Goods in his Answer Mentioned this Replicant doth believe that the Defendant did not purchase the said Goods in the manner and upon the Terms in his Answer set forth but this Replicant saith that the Defendant pretended purchase of the said Goods was fraudulent and without any Consideration and this Replicant saith that the Defendant did not pay or deliver to this Replicant any Money Bills Notes or other Security for the said pretended purchase of the said Goods being false and without any Consideration whatsoever and this Replicant saith that the Defendant did not pay or deliver to this Replicant any Money Bills Notes or other Security for the said pretended purchase of the said Goods but this Replicant saith that the Defendant did receive the said Goods from this Replicant for the purpose of selling the same for the Benefit of this Replicant and not for the Benefit of the Defendant and this Replicant saith that the Defendant did sell the said Goods for a large Sum of Money more than sufficient to satisfy the Defendant for the Money by him advanced for the said Goods and this Replicant saith that the Defendant hath not accounted with this Replicant for the Money arising from the Sale of the said Goods but this Replicant saith that the Defendant hath converted the Money arising from the Sale of the said Goods to his own use and this Replicant saith that the Defendant pretended purchase of the said Goods was fraudulent and without any Consideration and this Replicant saith that the Defendant did not pay or deliver to this Replicant any Money Bills Notes or other Security for the said pretended purchase of the said Goods but this Replicant saith that the Defendant did receive the said Goods from this Replicant for the purpose of selling the same for the Benefit of this Replicant and not for the Benefit of the Defendant and this Replicant saith that the Defendant did sell the said Goods for a large Sum of Money more than sufficient to satisfy the Defendant for the Money by him advanced for the said Goods and this Replicant saith that the Defendant hath not accounted with this Replicant for the Money arising from the Sale of the said Goods but this Replicant saith that the Defendant hath converted the Money arising from the Sale of the said Goods to his own use

[illegible] admit [illegible] further [illegible] of the Defendant [illegible]
marked F. [illegible] to [illegible] the [illegible] [illegible]
to have been delivered by him the said Defendant [illegible]
Master [illegible] except that the same is false and [illegible]
without the least shadow of [illegible] as far as [illegible]
Replicant, and saith that the [illegible] [illegible] which [illegible]
is not [illegible] to [illegible] [illegible] of the [illegible] [illegible]
doubts not but that the same will be regarded [illegible]
prove the [illegible] of these Replicants demand, the Defendant
must be sensible is at any false [illegible] and [illegible] of [illegible]
and such as the Defendant is unable to prove [illegible]
[illegible] lastly saith that having particularly [illegible] all
matter and thing in the said [illegible] [illegible]
hope and doubts not to be able to prove the [illegible] of the
demand in due time.

All which Matters and things the [illegible]
is [illegible] and Willing to maintain and prove and [illegible]
prays as in and by his said Bill of Complaint he [illegible]
already prayed.

Hy Du Puy
[illegible] for the Respondent

Bought from Sunnukistnam Chitty	P.	F.	C.
54 Ratches	15.	21.	40.
159 Chirrels	29.	20.	40.
1 Sett do. of Different Sizes 16 in a Sett	4.	—	—
15 Pinchers	3.	16.	—
11 Pair of hinges Iron	1.	40.	—
11 Pair of Brass handles	6.	21.	—
10 Brass Locks	7.	21.	—
4 Pair Brass Hinges	4.	—	—
1 Sett of Locks for Buyzar Brass Cont. 93 Locks	—	31.	40
5 Irons Locks and keys	1.	38.	—
12 Pair Iron hinges	1.	30.	—
1 Pair Math Locks Wood in Stocks	—	37.	40
½ do. do. Iron Stocks 31: 60: @ Pair	1.	5.	40
2 Brass door Locks and keys	6.	—	—
5 Iron Jappand Tobacco Boxes	1.	18.	—
6 do. do. in Burning Gesses	1.	15.	—
4 do. Round do. do. do.	—	40.	—
Pagodas	88.	11.	40.

Madras 29th April 1773.

A true Copy

Hy Du Puy
Atty for the Respondent

Filed the 29th May 1775.

The Rejoinder of Sunnoa Kistnamah Chitty of Madras Merchant to the Replication of Stephan Avan John of the Same place Merchant

This Defendant now and at all times hereafter saving and Reserving unto himself all and all manner [illegible] Advantage of Exception to the many Errors Uni-

(77)

Repliant Consequently this Defendant is not nor can he be indebted unto him the said Repliant in that or any other Sum whatever on Account thereof, This Defendant further Saith that he denies to be true that at the time the said Repliant filed his said Bill he had mislaid and could not find the Account or List of the Several Articles he so unjustly pretends to have Purchased from this Defendant and that he has since found the Account of the said Goods purchased as aforesaid, of which he pretends to have Annexed a Copy to his said Replication, on the Contrary this Defendt saith he Verily believes that the said Repliant after he Obtained Copies of this Defendants said Answer and of the Accounts thereto Annexed from the Register of this Honble Court extracted and formed therefrom the Account Annexed to his said Replication from the Accounts annexed to this Defendants said Answer the truth and Justness of which said Account and Demand this Defendt absolutely denies, This Defendant doth also absolutely deny the Several Circumstances in the Repliants said Bill of Complaint tending to Charge him this Defendant with the Sale of the said Goods in the manner in his said Bill of Complaint Setforth, and Saith the same are not either just or true, but entirely false Neither did this Defendant ever inform him the said Repliant of his having Sold the said Goods for the Price therein Charged and Setforth So as for Twenty or Twenty five p Cent

the Defendant humbly not to prove in due time that the
Accounts Exhibited to this Honble Court by this Defendt
in his said Answer are not altogether false, as the said
Replicant takes upon him so Wrongfully to replicate, but
altogether just and true, and this Defendant saith that
Notwithstanding the said Replicant pretends to be Ignor
ant thereof and to be a Stranger to any Purchase or Ow
nership between this Defendant and Obiongwah of
any Callong or Slave Mongary at Pullicat Parking to
the Amount of One hundred and twenty Pagodas Clear for
more and fifty Chekins any other Account whatsoever
yet this Defendant makes no Doubt but that the
Honble in due time to prove that the said Replicant
was absolutely Acquainted with the above Particularly
in the Manner Set forth by this Defendant in his said Answer
and that the said Replicant was perfectly Acquainted with
the Articles of the Account Marked A annexed to the Def
endts said Answer tho the said Replicant pretends to be a
Stranger to the same by examining the same it will be
found that Answer two of the Articles in the said Account
with one Article of the Articles in the said Account of
said Replication and this further answers that the
Replicant at first treated the Defendants Servants in
their Absence and contrary to their Knowledge and
to their Honble Court by this Defendant humbly
is required that the Replicant

two of the Articles in the said Account Agree with one or two of the
Articles in the Account Annexed to his said Replication And this
Defendant doth insist that the said Replicant did Request of
this Defendant to allow him a Share in the said Purchase and
the said Replicant very well knows of one Sheshachella Chetty
who is this Defendants Uncles Son, and not this Defendts Bro-
ther as the said Replicant in his said Replication Asserts, This
Defendant doth also insist that the said Replicant did desire
the said Goods might be sent to this House, and that he did
say he would in a day or two exhibit them to the Pegue Merchants
in order to dispose of them on Account of the Concern, This Defen-
dant doth also insist that the said Goods were Accordingly
sent to the said Replicants House, and this Defendant said the
very day after Apply to the said Replicant to know if he had Sold
the said Goods, and the said Replicant Answered that he had not,
and this Defendant doth insist that such Question was put
to the said Replicant and such Answer made, Consequently this
Defendant hath Asserted what was and is true and not either to
favor or give Colour to what the said Replicant takes upon him
self to call the Many falsities in this Defendants said Answer
previously Set forth & which said Assertion of the said Re-
plicant is entirely false and without foundation, and only by
him the said Replicant Insisted in the said Replication to Colour
his the said Replicants unjust Demand and Action, as he the
said Replicant cannot but be Conscious that this Defendant
hath Set forth in his said Answer in the true and Genuine state
[illegible] Defendant further saith that he does the D-

him to inquire whether they were sold or not having a Concern
therein, therefore every Idea which the said Repliant would wish
and Endeavour to Convey to this Honble Court contrary to what
this Defendant has Setforth in his said Answer is void of truth
this Defendant doth still humbly Insist that the said Goods
were in the said Repliant's Possession as Setforth in this De-
fendant's said Answer, to prove which this Defendant begs
leave to refer to the said Repliant's own State of the Case in his
said Bill of Complaint, whereby this Defendant Conceives it
clearly appears the said Repliant was in Possession of the said
Goods, for Notwithstanding what he therein Setforth of a pre-
tended Purchase of the said Goods yet by what he afterwards
says it clearly Appears he the said Repliant was in Possession
of them, or how could he the said Repliant, as he pretends,
Deliver the said Goods to this Defendant? This Defendant
doth further Insist that he did propose to give the said Repli-
ant only the Musters of the said Goods and to Look up the
Rest in a Room in his the said Repliant's House and to which
the said Repliant agreed and the said Goods, excepting them
musters, were put in a Room and Locked up accordingly and
this Defendant, with the Consent of the said Repliant, and
away the Key of the said Room and this Defendant did at
Different times afterwards sell some of the said Goods to
some merchants to the Amount of Fifty eight Pagodas Five
fanams and forty Cash as per Account [illegible]
said Answer Marked B Notwithstanding [illegible]
ged by the Repliant [illegible]
Defendant cannot [illegible]

said Repliant Pleading Ignorance of this Defendant having
Sold any of the said Articles when in his said Bill of Complt.
he says, tho' very unjustly, that he was Informed by this
Defendant that he had Sold the said Iron Utensils at a
good Price &c. This Defendant still maintains that the
said Goods having been bought at Outcry in the Bazar in
this Defendant's name a Bill was brought to him this
Defendant for the Sum of One Hundred and Twenty Pagodas
One fanam and forty Cash, being the Amount purchase
thereof, and this Defendant did in Consequence Demand of
the said Partners in the said Concern, and of the said Repli-
ant as one of the said Partners, the Amount of each of their
Shares of the Goods Unsold, but each of them urged their
having no Money, this Defendant did therefore himself
pay the said Bill for the said Articles on the said Repliant
and other Partners Account they Agreeing that he this
Defendant should receive not only the Amount for which
the said Goods should Sell but also to Reimburse him this
Defendant for their Shares of any Loss if any should arise
on the said Goods, and the said Repliant and Partners were
of Course to have their Share in the profits if any Arose, and
as this Defendant had paid for the said Goods he did, by
consent of the said Repliant and said Partners, take them
into this Possession, excepting the Musters left with the
said Repliant, which this Defendant had taken to his
[illegible] Account of which said Musters is Annexed

any Goods whatever from the said Repliant as an artificial
fraudulent manner, as he the said Repliant unjustly asserts
in his said Replication, which is an aspersion the said Repli-
ant cannot support notwithstanding such his bold Affirm-
and notwithstanding all what the said Repliant doth hope
as to the aforesaid Circumstances or Matters in Question which
he the said Repliant has alledged in his said Replication
with regard thereto yet the said Repliant cannot be Ignorant
of the said Matters or of the said Goods being Deposited with
Mr Hoffard to be sold as he Pretends, or of the Receipt for
them Marked D of which a Copy is annexed to this Defendant
said Answer, and altho' the same may appear as a Receipt
for Goods Delivered on account of this Defendant only yet
this Defendant doth aver that was not the Case, nor can this
Defendant admit the said Repliant to be a Stranger but per-
fectly acquainted with Mr Hoffard having sold part of the
said Goods to the Amount [illegible] of Fourteen Pagodas and the
Fanam as per account sale thereof annexed to this Defendant
answer Marked E as well as what was sold by this De-
fendant as set forth in his said Answer, Consequently the Re-
pliant ought and it is his duty to take notice of this Defendt
account marked E containing Articles Underpressed of the said
Goods delivered by this Defendant to Mr Hoffard to be sold as
aforesaid, Nor is the same false and Untrue, as the said Repliant
takes upon him to assert this Defendant further saith that
he is by no means ashamed Nor has [illegible]
ashamed to Call what he has [illegible]
State of the Case as [illegible]

therefor be Sensible the same as every false Account and State of
the Case as the said Repliant takes upon him to Assert. And this
Defendant Lastly Saith that the Several and the whole of the Mat-
ters and things Alledged by the said Repliant in his said Repli-
cation are entirely false and such as the said Repliant cannot
prove, on the contrary this Defendant humbley hope the said Repliant's
said Action and Demand will Appear to this Honble Court to
be unjust and Litigious for which this Defendant humbly
hopes and prays that this Honble Court will be Pleased not
only to Dismiss his said Bill, but also Tax the Repliant
with examplary Costs.

All which Matters and things this Defendant is
ready and Willing to Aver Maintain and prove as this Honble
Court shall Direct and humbly Prays to be hence Dismis-
sed with his reasonable Costs and Charges in this behalf
most wrongfully Sustained.

Jno Sykes
Atty for the Defendt

Interrogatories to be Ad-
ministered to such Witnesses as shall
be produced sworn and examined
in a Certain Cause now depending
and at Issue in the Honble the
Mayor's Court at Madrashatnam

[illegible] Stephen Bourgade of
Madras Merchant is Complainant
Ludlow Richmond Chitty of the
Same Merchant is the Defendt
And the Said and Behalf of the
said Complainant is

To all the Witnesses

1st Do you know the Parties Complainant & Defendt
in this Cause or either of them If you know
known them or either and which of them Declare

To Rajah Mahomed Mottuk Lindy dedilva, Macartoony

2d Do you know or have you heard whom or from
what Person or Persons the Complainant or the Defendt
purchased or bought the Goods Merchandizes or
Effects in the Bill mentioned or any part thereof
how the said Account was paid by the Complainant
or whose Debt or Debts the same was or were
paid or discharged by and to whom the said purchase
money was paid or delivered and by whose Order
or Direction and for whose Use and Benefit
the same was so paid or delivered and whether
the Complainant did or did not at any time
before the Defendant left Madras give the Defendt
Credit for the Cost of the said Goods
or any part thereof and for what time
and upon what Terms and Conditions
and whether the Complainant did or did not
promise to wait for the Money for the
same or any part thereof for any and what
time or times and whether the Defendt did
not promise to pay the same or any part
thereof to the Complainant at any and what
time or times and whether the Defendt did
not promise to pay Interest for the same
if not paid at the Time agreed upon
and what do you know or believe touching
the Premises

3d Do you know of any and what Promise or Offer
that was at any time or times and when and how
made by the Defendant or by any Person or Persons
and whom by name by his Order and Direction or for or on
his behalf to sell any and what quantity of Iron Utensils
the property of him the said Complainant and whether the
said Defendant did or did not at the same time or any other
time and when tell the said Complainant that he the said
Defendant could get Twenty or Twenty five P Cent profit
upon the said Articles of Iron Utensils or some other and
what profit & do you know of any Demand or request
by the Complainant from the said Defendant being made
for payment of the Money the said Defendant had sold or
disposed of the said Iron Utensils for And whether the
Complainant did or did not then or at any other time and
when promise payment as aforesaid unto the said Complainant
touching the same or you know, have been informed and believe

To all the Witnesses

4th Do you know of any other Matters or things or have
you heard or can you set forth any thing touching the Matters
in question in this Cause that may tend to the benefit

Ramaiyan Mac
tarum, Thillean
aratarum, Gregu
rio Macar,
Narrain Chetty

Complainant did sell or dispose of the same after the aforesaid
delivery thereof or not & And at what price profit or Advantage
declare the same as you know have been informed and do believe
together with the Reasons of such Your belief.

as you know have been Informed or do believe with the
of such your belief as fully as if you had been thereunto
[illegible] Interrogated.

Mr Du Pay
Mr Complainant

Mayor's Court at
Madraspatnam

Between Mr Mahan Ar[illegible]
of Madras Merchant Complainant
Histnamah Chitty of the [illegible]
Merchant Defendant
On the Part of the Complainant

Depositions of Witnesses taken in this Cause by
before the Examiner in this Court as followth
Rajah Mahommed of Madras Peon Aged 28 years or [illegible]
being produced as a Witness in this Cause on the Part of the Complainant [illegible]
the 25th Day of February 1776 Sworn in Person at the Office of Mr [illegible]
who is Attorney for the Defendant by Cuddapah [illegible] Servant who also [illegible]
him a Note of the Name Title and Place of Abode of the said Deponent
and afterwards in the Same Day being Sworn and Examined Depo[illegible]
as followith.

1st ..... To the first Interrogatory this Deponent [illegible]
knows the Complainant Mr [illegible]
and that He hath so [illegible]

and that He doth also know the Defendant Histnamah Chitty in this Cause and that He hath so known him three or four Years or thereabouts — and more saith not to this Interrogatory —

2d ..... To the Second Interrogatory this Deponent saith, that He doth know of some Iron Utensils being purchased by the Complainant in this Cause from the Defendant sometime on or about the Month of July which was in the Year of Our Lord One Thousand Seven hundred and Seventy three, and that this Defendant did put the said Iron Utensils into a Godown belonging to the Complainant in this Cause but this Deponent does not know what was the Amount of the said Sale that this Deponent does not know whether the Amount was paid by the Complainant or by any Person or Persons on his behalf at the time of the said Purchase or Sale or at any other time — that this Defendant does not know has not heard or been informed whether the Complainant did at any time after the purchase of the said Iron Utensils deliver the same bake to the Defendant — in other the matters or things herein Interrogated — and more saith not to this on the last Interrogated.

T. Welch
Examr

The Oez Mark
of Rajah Mahommed

Mayor's Court at
Madraspatnam

Between Stephan [illegible]
of Madras Merchant Comp[illegible]
and Kistnamah Chitty of the [illegible]
Hare Merchant Defendant

On the Part of the Compl[illegible]

Depositions of Witnesses taken in this Cause [illegible]
before the Examiner in this Court as followeth
Motu of Madras Esq. Aged 30 Years or thereabouts being [illegible]
as a Witness in this Cause on the Part of the Complainant was [illegible]
of February 1776. Shewn in Person at the Office of Mr. John [illegible]
is Attorney for the Defendant by Candepah my Servant who [illegible]
him a Note of the Name Title and Place of abody of the Deponent [illegible]
terwards on the same Day being Sworn and Examined Deposeth [illegible]
followeth

1. To the First Interrogatory this Deponent saith that he [illegible]
knows the Complainant Stephan Avanjoha in this [illegible]
and that he hath so known him Seven [illegible] Years [illegible]
He doth also know the Defendant Kistnamah Chitty [illegible]
Cause and that he hath so known him Seven Years [illegible]
and more saith not to this Interrogatory

2. To the Second Interrogatory this Deponent saith that he [illegible]
Knows of some Iron Utensils being [illegible]
in this Cause from the Dep[illegible]
Month of July which [illegible]

Thousand Seven hundred and Seventy three this Deponent does not Remember nor can He Recollect how long it is ago since the said Complainant purchased the said Articles — and the Articles which the said Complainant so purchased were some Hammers, Hatchets, filed and small Knives But this Deponent does not Know what was the Amount thereof, That this Deponent does not know whether the Amount was paid by the Complainant or by any Person or Persons on his behalf at the time of the said Purchase or Sale or at any other time — That this Deponent does not know has not heard or ben informed whether the Complainant did at any time after the purchase of the said Iron Utensils deliver the same back to the said Defendant or other the Matters or things herein interrogated — and more saith not to this or the last Interrogatory. —

The Mark
of Mootu

T. Welch
Examr.

Mayor's Court at
Madraspatnam

Between Stephan Oven
John of Madras Merchant
Complainant and Kistnamah
[illegible]

[illegible]

On the Part of the Complainant

Depositions of Witnesses taken on the Cause of

and before the Examiner in this Court as follows to

Lind de Silva of Madras Butler Aged 38 Years or thereabouts [illegible]

as a Witness in this Cause on the Part of the Complainant was on the [illegible] [illegible]

1776 Sheron in Person at the Office of Mr. John Sykes [illegible]

Defendant by Cundapah my Servant who also left [illegible]

and Place of abode of the said Deponent and afterwards on the [illegible]

Sworn and Examined Deposeth as follows [illegible]

1st To the first Interrogatory this Deponent saith that [illegible]

the Complainant Stephan Ovenjohn on this Cause [illegible]

so known him Twenty Years or thereabouts [illegible]

know the Defendant Rastamach Chitty on this Cause [illegible]

2d He hath so known him four Years or thereabouts [illegible]

note this Interrogatory

To the Second Interrogatory this Deponent saith that [illegible]

know of some Iron Utensils being purchased by the Complainant

in this Cause from the Defendant but whether [illegible]

the Month of July which was on the Year of [illegible]

Seven hundred and Seventy Three this Deponent [illegible]

but that to the best of this Deponents Remembrance [illegible]

about two Years ago that this Deponent [illegible]

any thing in respect of the Circumstances of the [illegible]

on Sale on what was the Amount [illegible]

[illegible]

[illegible] on his behalf at the time of the [illegible]

or any other time that this Deponent [illegible]

whether the Complainant did at any time after the [illegible]

of the said Iron Utensils deliver the same back to the

Defendant or other the Matters or things [illegible]

gates [illegible] more faith not to this or the last Interrogatory

[illegible]

Welch

Examt. [illegible]

Mayors Court at

Madraspatnam

Between Stephan [illegible]

John of Madras [illegible]

plainant and Rastamach [illegible]

of the same Place [illegible]

Defendant

On the Part of the Complainant

Deposition of Witnesses taken on this Cause

and before the Examiner in this Court as follows

[illegible] of Madras Inhabitant Aged 27 Years or thereabouts [illegible]

as a Witness in this Cause on the Part of the Complainant [illegible]

[illegible] February 1776 [illegible] at the Office of Mr. John Sykes

[illegible] for the Deponent by Cundapah my Servant who also [illegible]

[illegible] Place of Abode of the [illegible]

Merchant Defendant

On the Part of the Complainant

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

Lind de Silva of Madras Inhabitant Aged 28 Years [illegible] being produced as a Witness in this Cause on the Part of the Complainant was on the 5th Day of February 1776 Sworn in Cause at the Office of the Sheriff [illegible] Attorney for the Defendant by Cudapah [illegible] and Place of abode of the said Deponent [illegible] Sworn and Examined Deposeth as followth

1st To the first Interrogatory the Deponent saith that he doth know the Complainant Stephan Cumpsen in this Cause and that he hath so known [illegible] and that he doth also know the Defendant Rachamah Chitty in this Cause and that he hath so known [illegible] and [illegible] Interrogatory

2d To the second Interrogatory this Deponent saith that he doth know of some Sworn Warrants being purchased by the Complainant in this Cause from the Defendant [illegible] the Month of July [illegible] Sworn [illegible] that [illegible]

Amount was paid by the said Complainant only any Person or Persons on his behalf at the time of the said Purchase or Sale or any other time — that this Deponent does not know whether the Complainant did at any time after the purchase of the said Sworn Utensils deliver the same back to the said Defendant or other the Matters or Things herein Interrogated and more saith not to this or the last Interrogatory

The Mark
+
of Lind de Silva

S Welch
Examr

Mayors Court at
Madraspatnam

Between Stephan Cumpsen of Madras Merchant Complainant and Rachamah Chitty of the same Place Merchant Defendant

On the Part of the Complainant

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

Aratoon of Madras Inhabitant Aged 27 Years [illegible] being produ

Complainant and Kistnamah Chitty
of the sam Place Merchant
Defendant

On the Part of the Complainant

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

Macartoom of Madras Inhabitant Aged 24 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was in the 24th Day of February 1776 Shewn in Person at the Office of Mr. John Sykes who is Attorney for the Defendant by Cundapah my Servant who also left him a Note of the Name Title and Place of Abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith, that He doth know the Complainant Stephan Ovenjohn in this Cause and that He hath so known him Eight Years or thereabouts and that He doth also known the Defendant Kistnamah Chitty in this Cause and that He hath so known him four Years or thereabouts and More saith not to this Interrogatory

3d To the third Interrogatory this Deponent saith, that He doth not know of any promise or Offer that was at any time or times made by the Defendant or by any Person or Persons by his Order and Direction or for or on his behalf to sell any quantity of Iron Utensils the property of him the said Complainant or other the matters or things herein Interrogated and more saith not to this Interrogatory

[illegible] this Deponent saith that He doth

followeth

1st To the first Interrogatory this Deponent saith, that He doth know the Complainant Stephan Ovenjohn in this Cause and that He hath so known him four Years or thereabouts and that he doth also know the Defendant Kistnamah Chitty in this Cause and that He hath so known him also four Years or thereabouts and more

3d To the third Interrogatory this Deponent saith, that He doth know of a promise or Offer that was between two and three Years ago made by the Deponent to sell some quantity of Iron Utensils the Property of him the said Complainant and the said Defendant did at the same time tell the said Complainant that He the said Defendant could get Twenty or Twenty five p Cent profit upon the said Articles of Iron Utensils but this Deponent does not know of any Demand or Request by the Complainant from the said Defendant being made for payment of the Money the said Defendant had sold or disposed of the said Iron Utensils for and more saith not to this or the last Interrogatory

Anatoon Raphael

T. Welch
Examr.

Mayor's Court at
Madraspatnam

Betw[illegible]

Our Lord One Thousand Seven hundred and Seventy three purchase from the Defendant in this Cause Iron Utensils to the Amount of Eighty Eight Pagodas and a quarter and more saith not to this Interrogatory.

F. Welch
Examr.

[illegible]

Mayor's Court at Madraspatnam

Between Stephan Avenjohn of Madras Merchant Complt. and Kistnamah Chitty of the same Place Merchant Defendt.

On the Part of the Complainant.

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

Thateus Aratoom of Madras Merchant Aged 40 Years or thereabouts being produced as a Witnesses in this Cause on the Part of the Complainant was on the 24th Day of February 1776 Agnified at the Office of Mr. John Sykes who is Attorney for the Defendant by Cundapah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith He doth know the Complainant

A1 (95)

in this Cause, and that He hath so known him Eighteen Years or thereabouts and that He doth also know the Defendent Kistnamah Chitty in this Cause and that He hath so known him Five Years or thereabouts — and more saith not to this Interrogatory.

To the third Interrogatory this Deponent saith, that He does not know of any promise or Offer that was at any time or times Made by the Defendant or by any Person or Persons by his Order and Direction or for or on his behalf to sell any Quantity of Iron Utensils the property of him the said Complainant or other the Matters or things herein Interrogated — and More saith not to this Interrogatory

To the last Interrogatory this Deponent saith, that one Day Stephan Avenjohn the Complainant in this Cause came into his this Deponents Shop and said that Kistnamah Chitty the Defendant in this Cause was coming and desired this Deponent to attend to the Conversation as he might probably one Day or other be called upon as a Witness; and that when the said Kistnama Chitty came there the said Complt. asked him the said Kistnamah Chitty about their Merchandize and that he the said Kistnamah Chitty replyed that it was still in Mr. Hoissard's Shop, and more saith not to this Interrogatory.

[illegible]

F. Welch
Examr.

Mayor's Court at
Madraspatnam

Between Stephan Ovenjohn
of Madras Merchant Complainant
and Kistnamah Chitty of the same
Place Merchant — Defendant —

On the Part of the Complainant

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

Gregorio Marcar of Madras Inhabitant Aged 18 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 17th Day of February 1776. Signified at the Office of Mr. John Sykes who is Attorney for the Defendant by Cundapah my Servant who also left a Note of the Name Title and Place of Abode of the said Deponent and afterwards in the Same Day being Sworn and Examined Deposeth as followeth —

4th ..... To the first Interrogatory this Deponent saith, that He doth know Stephan Ovenjohn the Complainant in this Cause and that He hath so known him ever since he can remember, —

3d ..... and that He doth also know the Defendant Kistnamah Chitty in this Cause and that He hath so known him two or three Years or thereabouts, and more Saith not to this Interrogatory

To the third Interrogatory this Deponent saith, that He does not know of any Promise or Offer that was at any time or times made by the Defendant or by any Person [illegible] Order and Direction, or for or on his [illegible] ty of Iron Utensils the [illegible]

but this Deponent doth know of a Demand or Request by the Complainant from the Said Defendant being made from the Payment of the Money the said Defendant had sold or disposed of the said Iron Utensils for and that the Said Defendant — did then promise payment as aforesaid unto the said Complainant — that this Deponant was one Day setting at the Door of the Armenian Church when the Complainant Defendant and another Person were passing by the Complainant came up to this Deponent and Spoke to him in the Armenian Language, saying that He would then in his this Deponents presence ask Kistnamah Chitty the Defendant in this Cause in Moors for the Money he the said Defendant was indebted to him the Said Complainant for the Sale of some Iron Utensils and which amounted to Eighty Eight Pagodas and a quarter and desired this Deponent to attend to what was said as he probably one Day or other might be called upon as a Witness, and that the Said Complainant did apply to the Said Defendant for the said Money, saying that He the Said Defendant had owed it a long whill and desired to know when he proposed paying it, the Said Defendant replyed that He had not at yet disposed of the things but that as soon as he had he the Said Defendant would discharge his the Said Complainants Demand — and more Saith not to this or the last Interrogatory ...

Greg.o Marcar

J. Welch

Mayor's Court at
Madraspatnam

Between Stephan Oven
of Madras Merchant Complain
and Kistnamah Chitty of the
Place Merchant Defendant
On the Part of the Complainant

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

Narrain Chitty of Madras Merchant Aged 43 Years or thereabouts
being produced as a Witness in this Cause on the part of the Complainant
on the 21st Day of February 1776 Shown in Person of the Officer of Mr
Sykes who is Attorney for Defendant by Constitution [illegible]
left him a Note of the Name [illegible]
and afterwards in the Same Day being Sworn [illegible]
followeth.

To the first Interrogatory the Deponent [illegible]
the Complainant Stephan Oven John in the Cause [illegible]
hath so known him [illegible]
also known [illegible]
that he [illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

time or any other time till the said Complainant that He the said Defendant could get Twenty or Twenty Five pCent profit upon the said Articles of Iron Utensils, that this Deponent doth Know of a Demand or Request by the Complt from the said Defendant being made for the payment of the said Money for the said Iron Utensils and that the said Defendant promised He would dispose of the said Goods and pay him the said Complainant — but at the time the said Complainant made the said Demand or Request the said Iron Utensils were lying in the said Complainants House — unsold as this Deponent Knows and more saith not to this or the last Interrogatory. —

[illegible]

T. Welch
Examr.

Additional Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause — now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Stephan Oven John of Madras Merchant Complainant and Kistnamah

is the Defendant. On the Part
and Behalf of the said Complainant

To all the Witnesses } 1st Do you know the Parties Complainant and Defendant
in the Cause or either of them If Yea, how long have you so
known them and either and which of them Declare

To Sarkeys Hasseis } 2d Do you know or do you not know of any Iron Utensils
in question in this Cause or otherwise, and to what value and
amount being sold by the Defendant in this Cause named
on Account of the Complainant or on Account of any other per-
son or persons and whom by Name? Do you know of any de-
mand of Payment being made and when and at what time by
the Complainant or by any other person or persons on his behalf
and whom from the Defendant of the produce or Amount Sale
of the Iron Utensils in Question, and whether the said Defen-
dant did promise to pay the Amount thereof or not and when
declare the same as You know have been informed and do
verely believe together with the Reasons of such your belief

To Basham 3d Did or did not the Complainant in this Cause at
any time previous to the commencement thereof or at any
other and what time and when purchase of you a certain
quantity of Paper to the Amount of four Pagodas or any
other and what amount; If Yea did you demand the Pay-
ment thereof from him the said Complainant or not and
whether the Complainant did or did not tell [illegible]
the said four Pagodas from the D[illegible]
said Complainant did [illegible]

the said four Pagodas together with the Amount of certain
Iron Utensils now in dispute in this Cause unto the Defendant
or some other and what words to that effect purport and mea-
ning Did You ask the Defendant if he had Received the said
Sum and whether did the Defendant Acknowledge or deny
he had Received the Said Sums or what Answer did You Re-
ceive in Respect of the said Question. And did or did not
the Defendant pay You the said Sum of Four Pagodas or
any other and what Sum or Sums of Money declar the same
as you know have been heard and do verely believe together
with the Reasons of such Your belief

To Shake Dadday 4th Do you or do you not know of any Matter in
respect of Iron Utensils now in Question in this Cause?
Do You know have you heard or been informed of any con-
versation passing between the Complainant and Defendt
in Respect of the Sale or disposal thereof and when and at
what time And whether the Defendant did or did not
inform the Complainant he could sell and dispose of the
same at a considerable or any and what advantages or
some other words to that effect Matter and purpose? And
whether the Defendant did or did not promise to pay the
Amount Sale thereof unto the Complainant, And whether
the said Complainant did or did not at the same time
or any other and what time and when deliver the said
Iron Utensils unto the Defendant for the aforesaid or any
other and what purpose? declare the same as you know

the Reasons of such Your belief

To Gregorio Marcar Rajah Mahomed } 5th Did the Defendant in the Cause at any time or times and how often Speak to You of any Matter in Respect of your being produced as a Witness on the part of the Complainant in this Cause? Did he or did he not desire You not to deliver any evidence against him and whether he did or did not use some and what words and expressions to disuade you from giving your Evidence as to what you know in favor of the Complainant in this Cause declare the same as you know have been informed and do verily believe together with the Reasons of such Your belief

To all the Witnesses 6th Do you know of any other Matter or thing or have you Heard, or can You set forth any thing touching the Matters in Question in this Cause, that may to the Benefit or Advantage of the Complainant If Yes, Declare the same as you know have been informed or do believe, together with the Reasons of such your belief as fully as if you had been thereunto Particularly Interrogated.

Wm Dee Perry
Mg for the Complainant

Mayor's Court at Madraspatnam

Between Stephan Oven John of Madras Merchant Complainant and Kistnamah Chitty of the same Place Merchant Defendant On the Part of the Complainant

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

Sarkeys Hasseis of Madras Inhabitant Aged 45 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complt was on the 29th Day of May 1776 Shewn in Person at the Office of Mr John Sykes who is Attorney for the Defendant by Cundapah my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and Afterwards On the same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith, that He doth Know the Complainant Stephan Oven John in this Cause and that He hath so known him Eighteen Years or thereabouts And that He doth also Know the Defendant Kistnamah Chitty in this Cause and that He hath so know him Two or three Years And more saith not to this Interrogatory

2d To the Second Interrogatory this Deponent saith, that He has heard that Stephan Oven John the Complainant in this Cause did send to the said Kistnamah Chittys House the Defendant in this Cause for a Chest of Iron Utensils And that this Deponent has also heard that the said Stephan Oven John hath repeatedly sent for the said Kistnamah Chitty to come and Settle for the same but that He the said Kistnamah Chitty

or Two — And more saith not to this or the last Interrogatory

J. Welch
Examr.

The Mark
of Sarkoys Rassais

Mayor's Court at
Madraspatnam

Between Stephan Oven John
of Madras Merchant Complainant
and Kistnamah Chitty of the
same Place Merchant Defendant

On the Part of the Complainant

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

Shake Daddy of Madras Peon Aged 28 Years or thereabouts being
Produced as a Witness in this Cause On the Part of the Complainant was on the
29th Day of May 1776 Shown in Person at the Office of Mr. John Sykes
who is Attorney for the Defendant by Cundapah my Servant who also left
a Note of the Name Title and Place of abode of the said Deponent and afterwards
On the same Day being Sworn and Examined Deposeth as followeth

To the First Interrogatory this Deponent saith that He doth know
the Complainant Stephan Oven John in this Cause and that He
hath so Known him three years or thereabouts and that he doth
also know the Defendant Kistnamah Chitty in this Cause and
that He hath so known him also three years or thereabouts and
more saith not to this Interrogatory

To the forth Interrogatory this Deponent
know of some Matter in Vest

Question in this Cause — and that this Deponent doth know of
same Conversation Passing between the Complainant and
Defendant in Respect of the Sale or Disposal thereof about a year and
a half ago, and that the Defendant did inform the Complainant
that He could Sell and Dispose of the same to a Considerable
Advantage — And that the Defendant did promise to Pay the
Amount Sale thereof to the Complainant as this Deponent knows —
And that the said Complainant did at the same time deliver
the said Iron Utensils unto the Defendant for the aforesaid
purpose — And more saith not to this or the last Interrogatory

J. Welch
Examr.

The Mark of
Shake Daddy

Mayor's Court at
Madraspatnam

Between Stephan Oven
John of Madras Merchant Com-
plainant and Kistnamah Chitty
of the same place Merchant
Defendant

On the Part of the Complainant

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

Gregorio Marzar of Madras Inhabitant Aged 18 Years or thereabouts
being Produced as a Witness in this Cause on the Part of the Complainant was on
[illegible] 1776 Signified at the Office of Mr. John Sykes who is

Mayors Court at
Madraspatnam

Between Stephan Aron John
of Madras Merchant Complainant
and Kistnamah Chitty of the same Place
Merchant Defendant

On the Part of the Complainant

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

Rajah Mahomed of Madras Peon Aged 28 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant sworn the 25th Day of May 1776 Sworn in Person at the Office of Mr John Sykes who is Attorney for the Defendant by Candapah my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards On the same Day being sworn and Examined Deposeth as followeth

To the First Interrogatory this Deponent saith, that He doth Know the Complainant Stephan Aron John in this Cause and that He hath so known him fifteen Years or thereabouts and that He doth also Know the Defendant Kistnamah Chitty in this Cause and that He hath so known him Two or three Years and more saith not to this Interrogatory

5th To the fifth Interrogatory this Deponent saith, that the Defendant in this Cause did once Speak to this Deponent of some Matters in Respect of this being Produced as a Witness

not a Practice among the Bazar Merchants to buy Europe Goods and some time afterwards put them up at Outcry in the Bazar to be sold to the highest bidder? Declare.

To Venkatashellum Chitty 3d. Do You or do you not know whether some Europe Articles were or were not sold by the Bazar Merchants at Outcry in the Bazar on or about the Twenty Second Day of June which was in the Year of our Lord One Thousand Seven hundred and Seventy three, If You did or did not the Defendant in this Cause and one Chinnayah buy in Partnership some Cutlery and Ironmongery to the Amount of One hundred and Twenty Pagodas One Fanam and Forty Cash or to any other and what Amount? Was You or were you not Present at the said Purchase? Does or does not the Account or Paper Writing now produced and Shewn to You at this the time of Your Examination Marked A. contain the Articles so bought by the said Defendant and the said Chinnayah at Outcry as aforesaid and does or does not the same also contain the Prices at which they were bought or did or did not all the said Articles Amount to the same Total of what is mentioned in the said Account Marked A as You know have been Informed or do believe? Do or did you not after the said Purchase leave the said Outcry and again meet or see the said Defendant and the said Chinnayah on their return from the Bazar on the said Occasion, If You did you or did you not Accompany them to the said Defendants House, If You Were or were not the said Articles so Purchased at Outcry as aforesaid carried to the said Defendants House, If You Was

House where the said Articles were so carried there, If Yea, did or did
on the said Complainant request the said Defendant to Allow him a
fourth Share in the said Goods, and did or did not the said Complainant
Say he could have many Opportunities of Selling the the Several
articles of the said Goods to the Pegu Merchants, If Yea, did or did
not the said Defendant and his Partner the said Chinnayah Agree
to let the said Complainant have a Concern in the said Goods as he
desired, If Yea, Did or did not One Sheshachella Chitty also desire
another fourth Share in the said Purchase, If Yea Did or did not the
said Defendant and the said Chinnayah Agree to that also, If Yea
did or did not the said Complainant then desire that the said Goods
might be sent to his House to be Exhibited to the Pegu Merchants
for Sale on Account of all parties concerned therein as aforesaid or
otherwise and how? Were or were not the said Goods Accordingly
sent to the said Complainant's House? The whole of these Matter
According to the best of Your knowledge Remembrance Information
and belief fully and Particularly Declare

To Chinnayah

4th Were or were not any Europe Articles Sold by the
Bazar Merchants in the Bazar on or about the Twenty Second
day of June which was in the Year of Our Lord One thousand
seven hundred and Seventy three, If Yea, Did you and the
Defendant in this Cause or Partners or did you Not Pay
Cutlery and Iron mongery to the Amount of One Hundred and
Twenty Pagodas One fanam and forty Cash or any other
what Amount, If Yea, does or does not the
Writing now produced and Sh
Your Examination M

bought by you and the said Defendant at Outery as aforesaid,
and does or does not the same also contain the Prices at which
the same were so bought? Were or were not the said Articles
so Purchased at Outery as aforesaid carried to the said Defendts
House, If Yea, were you and the said Defendant or were You
not met and Accompanied to the said Defendants House
by One Venatashellam Chitty? Was or was not the Complt.
in this Cause at the said Defendants House? If Yea, Did or
did not the said Complainant desire the said Defendant
to Allow him a fourth Share in the said Goods and did
or did not the said Complainant Say he could have many
Opportunities of Selling the Several Articles to the Pegu
Merchants, If Yea, did or did not the said Defendant and
you agree to let the said Complainant have a Concern in
the said Goods as he desired, If Yea, did or did not one Sesha-
chellah Chitty also desire another fourth Share in the
said Purchase, If Yea, did you not the said Defendant or
did you not Agree to that also, If Yea, Did or did not the
said Complainant then desire that the said Goods might
be sent to his House to be Exhibited to the Pegu Merchants
for Sale on Account of all Persons concerned therein as a
foresaid or otherwise and how? were or were not the said
Goods Accordingly sent to the said Complainants House?
The whole of these Matters and Particularly Declare

times Sell some of the Goods in Question in this Cause to some Merchants either to the Amount of Fifty eight Pagodas five Fanams and forty Cash or any other and what Amount, If You Does or does not the Account now produced and Shewn to you at this the time of Your Examination marked **B.** contains the Account of the Articles which the said Defendt sold? The whole of these Matters according to the best of Your knowledge Remembrance Information and belief fully and Particularly Declare.

To Irwengada Chitty and Bootchey Chitty } 2d Do You or do you not know any thing of the Goods in Question in this Cause, If Yea, were they or were they not bought at Outery in the Bazar in the name of the Defendant in this Cause, If Yea who Sold them and whose property were the said Articles, If Yea Was or were not a Bill of the said Goods either in that or any other and what Account brought to the said Defendant for the amount Purchase of the said Goods, If Yea did or did not the said Defendant in Consequence thereof Demand of his Partners in the said Course the Amount of each of their Shares of the said Goods unsold, If Yea Did the said Complainant and the said other Partners in the said Concern pay their said proportion or did they not Urge their want of money? Did or did not the said Defendant therefore and thereupon himself pay the whole Amount of the said Bill for the said Articles to

To Ram Chitty and Seshachella Chitty and Chinnayah } 3d Do You or do you not know any thing of the Goods in Question in this Cause, If Yea, were they or were they not bought at Outery in the Bazar in the name of the Defendant in this Cause, If Yea who Sold them and whose property were the said Articles, If Yea Was or were not a Bill of the said Goods either in that or any other and what Account brought to the said Defendant for the amount Purchase of the said Goods, If Yea did or did not the said Defendant in Consequence thereof Demand of his Partners in the said Course the Amount of each of their Shares of the said Goods unsold, If Yea Did the said Complainant and the said other Partners in the said Concern pay their said proportion or did they not Urge their want of money? Did or did not the said Defendant therefore and thereupon himself pay the whole Amount of the said Bill for the said Articles to

Cause or did you not Shew such a part or Share of the Goods or Articles in Question in this Cause, If Yea were or were not the said Goods by Direction of the said Complainant sent to the said Complainants House to be Sold for Sale on Account of the Concern or Monies paid down for the whole of them as Mentioned fully and Particularly Declare.

To Chinnayah and Seshachellah Chitty } 4th Do You or do you not know the Defendant in this Cause the day after or any of the Days after the Delivery of the Goods in Question in this Cause to the said Complainant apply to the said Complainant to know if he had Sold them, If Yea what Answer did the said Complainant make, Did or did not the said Defendant either upon seeing that the said Goods were laid in a Place where they might be Stolen or for any other and what reason propose to the said Complainant to give him only a Share of the said Goods and Keep the rest in a House or Godown with the said Complainant Agree thereto, If Yea did or did not the said Defendant take up a Reading to, If Yea Did or did not the said Defendant with the Consent of the said Complainant other wise and how carry away the Key of the Room in which the said Goods were put, Do You or do you not to the best of your knowledge Remembrance Information and belief fully and Particularly Declare

Declare

To Ditto — 10. Did or did not the said Defendant after having Received from the said Complainant and taken an Account of the said Goods in Question with the Consent of the said Complainant and his other Partners in the said account put the said Goods in Mr. Hoisgard's hands to be Sold, If You Do or do You not know whether the said Defendant did put the said Goods in Mr. Hoisgards hands as thinking that by being Exported in Mr. Hoisgards Shop they might be sooner or better Sold or for any other and Partners Agree to pay the said Mr. Hoisgard Five p.Cent Commission on the sale of the said Goods with any Charges that might Arise thereon or otherwise and how? Does or does not the Account Marked D. now produced and Shewn to You at this the time of Your Examination contain the Articles so put in the said Mr. Hoisgards hands as aforesaid and is or is not the Receipt at the foot of the said Account Marked D. together with the Name 'Geo: Jo: Hoisgard' thereunto Set or Subscribed of the proper Hand Writing of the said Mr. Hoisgard? The whole of these Matters According to the best of Your knowledge Remembrance Information and belief fully and Particularly Declare.

To Ditto — 11. Do you or do you not know whether Mr. Hoisgard has or has not Sold part of the Goods in Question Delivered to him by the said Defendant? If You Does or does not the Account marked E. now produced and Shewn to You at this the time of Your Examination contain a true and Just Account of the Sale thereof as you know have been Informed or do believe

To Sashachella Chitty and Chinnayah

Thereof from the said Defendant? If you Did you order your said Partner to take said Defendant an Account of the Debt for the said Goods and his payment thereof and by way of Discharge for the same? If so is not the true Copy now produced and shewn to you at this the time of Your Examination the same that you or Partner to the said Defendant with the said Account? Do you or do you not know whether the said Complainant and the other partners in the said Concern or Goods did or did not Agree that the Defendant should on Account of the paying the Amount of the Purchase of the said Goods Receive the Amount for which the said Goods might sell for? And did or did not the Defendant also Agree to Remit on the said Defendant from time to time of any Sale if any should Accrue on the said Goods? And did or were not the said Partners to have a Share of the Profits if any should Accrue on the said Goods? And did or if any should Accrue on the said Goods? The whole of the matters Reading to the best of Your knowledge Remembrance Information and belief fully & Particularly Declare.

To Ditto — 9. Did or did not the Defendant take the Amount Purchase of the Goods in Question on the Account out of his own Pocket? If You answered not the said Defendant afterwards with the Consent of the Partners sent the said Goods into the Factory Except the Mantles and did the said Defendant any thing to be the said Defendant Does or does not the Account Marked C. now produced to you at this the time of Your Examination contain a true Account of the Mantles sent Complainant? The whole

Eighty Eight Pagodas and Eleven Fanams or any other Sum or Consideration whatever for or on Account of the said Goods Had or had not the said Complainant any further Interest property Share or Concern in the said Goods further than as a Quarter Owner thereof in Partnership with you and the said Defendant Was or was not the said Complainant fully Acquainted with Nature of the said Purchase and the Articles so Purchased And did or did not the said Complainant Agree to and Approve of the same and every Step taken therein or with regard thereto

To Ramajee and Luckamajee } 16th Were you or were you not at any time and when sent by the Defendant in this Cause to the Complainant in this Cause to Demand of him or Ask him for one Brass Handle out of the pair of Brass Handles left as Musters in his the said Compts Hands If yea what Answer did the said Complainant give you thereto did or did not the said Complainant Say he would not give it or that he had no right to give it or that the said Defendant had no right to it Or that the same was his the said Complainants property or any thing else and what the whole of this Matter According to the best of Your Remembrance and belief fully and Particularly Declare

To Chinnayah and Vencatachella Chitty } 17th Did or did not the Defendant in this Cause at any time Acquaint the Complainant in this Cause with the Sale of such of the Articles in Question as were sold Declare

To Chinnayah and Vencatashella Chitty } 18th Are you or are you not well Acquainted with Seshachella Chitty One of the Partners in the Goods in

been acquainted with him? Is or is the said Sechachel Chitty related to the Defendant in this Cause, If you know they related —

To All the Witnesses } 19th Do you know of any other Matter or thing have you heard or can you set forth any thing touching matters in Question in this Cause that may tend to the profit or Advantage of the Defendant If you Declare the same as you know have been Informed or do believe together with the Reasons of such Your belief as fully as you had been thereunto Particularly Interrogated —

Jno Sykes

Atty for the Defd

5.3 (119)

A

Account of Goods bought at outcry on the 22th June 1773

N.				
1, 2, 3, 4	36 Chizzels	2	14	75
5, 6, 7, 8	36 Ditto	2	1	—
9	12 Ditto	1	8	65
10	5 Ditto	—	30	45
11	12 Ditto	1	17	15
12	12 Ditto	1	25	45
13	12 Ditto	1	17	15
14	10 Ditto	1	—	40
15	12 Ditto	1	17	15
16	12 Ditto	1	22	60
17	16 Ditto	3	18	15
18	4 Pinchers	—	19	35
19	7 Ditto	1	6	5
20	7 Ditto	—	30	50
21	12 Pair of Hinges	1	33	70
22	17 Ds of Brass Handles	8	15	10
23	1 Sett of Locks	—	26	65
24	12 Brass locks and Keys	5	13	50
25	7 Pair of Brass Hinges	3	40	25
26	6 Iron locks & Keys	2	1	—
27	13 Pair of Iron Hinges	1	28	25
	Carried Over Pagd	43	37	75

Account of Goods brought at Outery on the 22d June 1773.

	Brought Over	122.	3. 75.
28. 1.	Ditto of Match Locks		
29. 3.	Ditto		33. 24.
30. 6.	Iron Jarpard Hinges	1	4.
31. 7.	Ditto Iron Hinges	1	11. 62.
32. 5.	Ditto Rondo	1	6. 11.
33. 2.	Brass Door Locks and Keys		24. 75.
34. 24.	Hatchets	3	23. 64.
35. 23.	Ditto	6	3. —
36. 17.	Ditto	4	2. 63.
91. 48.	Eyes	5	19. 15.
92. 72.	Ditto	9	29. 88.
95. 36.	Ditto	4	19. 54.
109. 60.	Ditto	2	7. 5.
110. 51. 12.	Iron Hinges	7	9. 5.
56. 12.	Ditto — Do	2	9. 35.
57. 12.	Iron Handles	3	1. 40.
58. 12.	Ditto — Do	1	17. 15.
62. 12.	Pair of Brass Handles	1	22. 55.
63. 1.	Ditto Brass Candlestick	4	24. —
67. 12.	Square of Iron	1	19. 15.
52. 12.	Ditto	2	36. 70.
		8	36. 20.
	Pagodas	122	1. 40.

B

1773 July 15th N° An Account of Goods delivered by Thomas Hutchinson & Co. to Mr Hayward

67. 12.	Square Iron		
58. 57. 12.	Ditto Ditto		
56. 12.	Pair Iron Hinges		
57. 12.	Do Do		
Augt 13th 57. 12.	Do Do Handles		
34. 3.	Hatchets		
35. 6.	Do		
Sept 15th 36. 1.	Do		
62. 11.	Pair Brass Handles		
25. 2.	Do Do Hinges		

SA (221)

	Brought Over	31.	23. 40.
22. 5.	Do Do Handles	2.	22. —
27. 1.	Do Iron Hinges		8. 20.
Oct. 14th 91. 46.			
92. 69.	Eyes	21.	33. —
95. 34.			
109. 57.			
110.			
24. 1.	Brass Lock		22. —
63. 1.	Pair Brass Candlestick	1.	2. 40.
	Pagodas	58.	5. 40.

C

1773 Oct. 15th N° 18. 1. Cincher

19. 1.	Do	
20. 1.	Do	
21. 1.	Pair Hinges	
22. 1.	Do Brass Handles	
24. 1.	Brass Lock and Key	
25. 1.	Pair Brass Hinges	
26. 1.	Iron Lock and Key	
30. 1.	Do Jarpard Box	
31. 1.	Do Do Do	
32. 1.	Do round Do	
35. 1.	Hatchets	
62. 1.	Pair Brass Handle	
91. 2.	Eyes	
92. 3.	Do	
95. 2.	Do	
109. 3.	Do	
110.		

E

An Account of Goods Delivered to Mr Hayward the 1st Nov. 1773 and by Mr Hayward divided as follows Viz.

Number		
N°		
28.	½ Pair Match locks	19. —

January 1774

31. 4 Brought Over

22. 4 Pair Brass Handle
33. 2 Brass Door lock and keys
29. 1 Iron Stock

Feby 28 22. 1 Pair Brass Handles
26. 2 Iron Locks

March 31 34 / 36 } 2 Hatches
26. 2 Iron Locks
27. 1 Pair Brass Handles
27. 1 Do Iron Hinges
22. 1 Do Brass Handles

May 11 36. 1 Hatches
22. 4 Pair Brass Handles
36. 1 Hatch
34. 1 Do
29. 1 Iron Stock
23. 1 Sett of Brass Locks

Pagoda 14

F

An Account of Goods remaining with Mr Hassard

1 6 Chizzels
2 16 Do
3. 10 Do
4 4 Do
5. 5 Do
6. 12 Do
7 14 Do
8. 5 Do
9. 12 Do
10 6 Do
11. 12 Do
12 12 Do
13. 10 Do
14 12 Do
15 12 Do

Brought Over

16 2 Do
17. 1 Sett Do
18 3 Punchers
19 6 Do
20 6 Do
21 11 Pair of Iron Hinges
24 10 Brass Locks
25. 4 Pair of Brass Hinges
26 1 Iron Lock
27. 11 Do Hinges
28 half Pair Malek Lock
29 1/2 Pair Iron Stock
30 5 Iron Jarpard Box
31 6 Do burning Glass
32 4 Do Round Do
34 19 Hatches
35 15 Do
36. 14 Do

This Paper Writing was Shewn to Vencatachellum Chitty Chinnayah Ram Chitty and Seshachella Chitty at their respective times of their Examination before me In a Certain Cause now Depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Stephan Oven John of Madras Merchant his Complainant and Suncoo Hetnamah Chitty of the same Place Merchant is Defendant in the 10th 11th 18th & 24th Day of November Anno Domini 1775

J W Elch
Examr

This Paper Writing was also Shewn to Mr George Isaac Hassard at the time of his Examination before me in the said Cause in the 12th Day of January Anno Domini 1776

Account of Goods belonging to Chinna Kistnama Chitty

No.			Fund			
1.	6	Chizzels	2 @ Pag.s		12	–
2.	16	Do	1½ Do		41	–
3.	10	Do	3 Do		30	–
4.	4	Do	5 Do		20	–
5.	5	Do	10 Do	1	8	–
6.	12	Do	6 Do	1	36	–
7.	14	Do	2⅔ Do		38	40
8.	5	Do	4 Do		20	–
9.	12	Do	5½ Do	1	24	–
10.	5	Do	7 Do		35	–
11.	12	Do	6¼ Do	1	33	–
12.	12	Do	6½ Do	1	36	–
13.	12	Do	6½ Do	1	36	–
14.	10	Do	4½ Do	1	3	–
15.	12	Do	6¼ Do	1	33	–
16.	12	Do	6 Do	1	30	–
17.	1	Set Do of different Sizes 16 in a Sett		1	–	–
18.	3	Pinchers	7½ Do		21	60
19.	6	Do	8 Do	1	6	–
20.	6	Do	3½ Do		35	–
21.	11	Pair of Hinges Iron	7½ Do	1	10	40
22.	11	Pair of Brass handles	2 Do	5	21	–
23.	1	Set of Locks for [illegible] Brass cont 3 Locks			31	40
24.	10	Brass Locks & Keys	2 @	5	–	–
25.	1	Pair brass hinges	31 Do	3	–	–
26.	5	Iron Locks & Keys	16 Do	1	58	–
27.	12	Pair Iron Hinges	16 Do	1	30	–
		Carried Over Pag.s		45	20	20

		Brought Over Pag.s		45	20	20
28.	1	Pair Match Locks wooden Stocks	fund Pag.s		37	20
29.	1½	Do Do Iron Stocks 31 60 @ Pair		1	5	20
30.	5	Iron Jappan'd Tobacco boxes 12 Do		1	18	–
31.	6	Do Do Do w.th burning Glass 9½ Do		1	15	–
32.	4	Do round Do Do Do 10 Do			40	–
33.	2	Brass door Locks & Keys 2 @ Pag.s		4	–	–
34.	21	Hatchets 12 @ Do		6		
35.	16	Do 10 Do		3	34	–
36.	17	Do 14 Do		5	28	–
	1	Hookah bottom blue Glass cut		1	10	40
	1	Do Do not cut		1	5	20
	4	Small cuts & Saucer blue Glass 7 Do			28	–
	4	Do Do white Do 6 Do			24	–
	1	Pair Pillar Shades		5	10	40
		Pagodas		79	24	–

Received this 1st Day of November of Chinna Kistnamah Chitty the above Goods to sell for his Account as the affixed prices he promising to pay me five p.Cent Comission & the other Charges arrising on the said Goods that are resonable

Geo: Is: Hoissard

This Paper Writing Marked D. was shewn to Seshachella Chitty and Chinnayah at the respective times of their Examination before me in a Certain Cause now depend of and at Issue to the Honble the Mayor's Court at Madraspatnam wherein Stephan Oven John of Madras Merchant is Complainant and Simeon Kistnamah Chitty of the Same Place Merchant his Defend.t on the 11th and 25th Day of November Anno Domini 1775

Welch
Examr.

This Paper Writing was also shewn to Mr. George Isaac Hoissard at the time of his Examination before me in the said Cause in the 12th Day of January Anno Domini 1776

[illegible]

This two Cadjan Writing were shown to Interrogatory
and Bootchy Chitty at the respective times of their Ex-
tion before me in a Cause now Depending
at Issue in the Hon'ble Sher Mayor's Court at Madras-
nam wherein Stephan Oven John of Madras Merch-
is Complainant and Suncoo Kistnamah Chitty of the
same Place Merchant is Defendant on the 4th & 6th Day
of November Anno Domini 1775

Mayor's Court at
Madraspatnam

Between Stephan Oven John
of Madras Merchant Complainant
and Suncoo Kistnamah Chitty of the
same Place Merchant Defendant

On the Part of the Defendant

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

Bootchy Chitty of Madras Merchant Aged 26 Years or thereabouts
being Produced as a Witness in this Cause on the Part of Defendant was
on the 4th day of November 1775 shewn in Person at the Office of Mr Henry
DuPuy who is Attorney for the Complainant by Candapah my Servant
who also left him a Note of the Name Title and Place of abode of the said
Defendant and Afterwards on the same Day being sworn and Examined
Deposeth as followeth

To the First Interrogatory this Deponent saith, that He does not
know the Complainant Stephan Oven John in this Cause
But that He doth know the Defendant Suncoo Kistnamah
Chitty in this Cause and that he hath so Known him Seven
or Eight Years and more saith not to this Interrogatory

To the Second Interrogatory this Deponent saith, that He doth
know it is a Practice among the Buzar Merchants to buy Europe
Goods and some time afterwards put them up at Outcry to
be sold to the highest Bidder and more saith not to this
Interrogatory

doth Know the Goods in Question in this Cause and that they
bought at Pottery in this Bazar in the name of the Defendant
this Cause and that one Trevengala Chitty and this Deponent
sold them, and that they were their Property and that a Bill
Account of the said Goods was brought to the said Defendant
for the Amount purchase of the said Goods and that the
Defendant did in Consequence thereof Demand of his Partners
in the said Concern the Amount of each of their Shares of the
Goods unsold, and that the said Complainant and the
Partners in the said Concern did not pay their Proportion
they did Urge their want of Money — and that the said Defen-
-dant did therefore and there upon himself Pay the whole
Amount of the said Bill for the said Articles to this Defendant
and that the Deponent, and that this Deponent did receive
said whole Amount thereof from the said Defendant and
this Deponent did deliver to the said Defendant an Amount
or Bill for the said Articles on his Payment thereof by way
of Discharge for the same and that the Two Cadjans now
produced and Shown to him at this the time of his Examination
are the same that He so delivered to the said Defendant on the
said Occasion — That this Deponent doth know that the
said Complainant did agree that the said Defendant shall
on Account of his Paying the Amount purchase of the said
Goods receive the Amount for which the said Defendant
sell for and that the said Partners [illegible]
the said Defendant [illegible]

58 (129)

accuse on the said Goods — and that the said Partners were
to Have a Share of the Profits if any should Arise on the
said Goods and More saith not to this or the last Interroga-
tory

J. Welch Examr.

Mayor's Court at
Madraspatnam

Between Stephan Oven
John of Madras Merchant
Complainant and Suneos Kist-
namah Chitty of the same Place
Merchant Defendant

On the Part of the Defendant

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

Trevengala Chitty of Madras Merchant Aged 48 Years or
thereabouts being Produced as a Witness in this Cause on the Part of the
Defendant was on the 16th day of November 1775 shewn in Person
at the Office of Mr. Henry Du Puy who is Attorney for the Complainant
by Cundapah my Servant who also left him a Note of the Name
Title and Place of abode of the said Deponent and Afterwards on the
same Day being Sworn and Examined Deposeth as followeth

To the First Interrogatory this Deponent saith that He
doth Know Stephan Oven John the Complainant in this

thereabouts — and that He doth also know Suncoo Kistnamah Chotty the Defendant in this Cause and that He hath [illegible] him Fifteen years or thereabouts — and more saith not to this Interrogatory —

2d. To the Second Interrogatory this Deponent saith that he doth Know it is the Practice among the Buzar Merchants to buy Europe Goods and some time afterwards put them up to Outcry in the Buzar to be sold to the highest bidder — and more saith not to this Interrogatory —

8th. To the Eighth Interrogatory this Deponent saith that he doth Know the Goods in Question in this Cause and that [illegible] were bought at Outcry in the Buzar in the name of the Defendant in this Cause and that one Bootchy Chetty [illegible] Deponent sold them and that the said Articles were the Property of this Deponent and the said Bootchy Chetty [illegible] that a Bill for the said Goods was brought to the said Defendant for the Amount Purchase of the said Goods and that the said Defendant in Consequence thereof did Deduct of his Partners in the said Concern the Amount of [illegible] their shares of the said Goods and that the said Complainant and the said other Partners in the said Concern did not pay their Proportions but desired the said Defendant in this Cause to Discharge the aforesaid Bill [illegible] Account and that when the said Goods were all sold they would settle with him the said Defendant and that the said Defendant did therefore and therefore [illegible] the whole Amount of the [illegible] to him this Deponent [illegible]

the said Whole Amount thereof from the said Defendant & that this Deponent did deliver to the said Defendant an Account of or Bill for the said Articles on his Payment thereof and by way of Discharge for the same, and that the Two Cadjans now produced and Shown to him at this the time of his Examination are the same that He so delivered to the Defendant on the said Occasion — That this Deponent doth Know that the said Complainant and the others Partners in the said Concern or Goods did agree that the said Defendant should on Account of his Paying the Amount Purchase of the said Goods Receive the Amount for which the said Goods might sell for, and that the said Partners did also agree to Reimbeirse the said Defendant their Shaires of any loss if any Should accrue on the said Goods and that the said Partners, were to have a Share of the Profits if any Should arise on the said Goods — And more saith not to this or the last Interrogatory. — [illegible]

J. Welch
Examr.

Mayor's Court at
Madraspatnam

Between Stephan Owen John of Madras Merchant Complainant and Suncoo Kistnamah Chotty of the Same Place Merchant Defendant

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

Vencatachella Chetty of Madras Merchant Aged 32 Years or thereabuts being Produced as a Witness in this Cause on the Part of the Defendant was on the 16th Day of November 1775 shewn in Person at the Office of Mr Henry Dudley who is Attorney for the Complainant by Cundapah my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and Afterwards on the same Day being sworn and Examined Deposeth as followeth.

To the First Interrogatory this Deponent saith, that He doth know Stephan Owen John the Complainant in this Cause and that He hath so known him Three Years or thereabouts — and that He doth also know Sunnee Ritnaw Chetty the Defendant in this Cause and that He hath so known him Sixteen Years or thereabouts — and more saith not to this Interrogatory.

To the Third Interrogatory this Deponent saith, that He doth know some Europe Articles were sold by the Buzar Merchants at Outery in the Buzar on or about the Seventy Sixth Day of June which was in the year of Our Lord One thousand Seven hundred and Seventy Three and that the said Defendant in this Cause and one Chinnayah did buy in Partnership some Cutlery and Iron wrongery to the Amount of One hundred and Twenty one Pagodas one Fanam and Forty Cash — and that this Deponent was present at the said Purchase — and that this Deponent was present at that the Account or Paper Wrote [illegible] Shewn to him at the

Marked A. does contain the Articles so bought by the said Defendant and the said Chinnayah at Outery as aforesaid and that the same does also Contain the Prices at which they were bought and that the said Articles did Amount to the Sum Total of which is mentioned in the said Account Marked A. as this Deponent has been informed and does beleive — That this Deponent did after the said Purchase leave the said Outery and again met the said Defendant and the said Chinnayah on their return from the Buzar on the said Occasion, and that this Deponent did Accompany them to the said Defendants House, and that the said Articles so purchased at Outery as aforesaid were carried to the said Defendants House, and that the said Complainant in this Cause was at the said Defendants House when the said Articles were so carried There, and that the said Complainant did request the said Defendant to allow him a fourth share in the said Goods, and that the said Complainant did Say He could have many Opportunities of Selling the Several Articles of the said Goods to the Pegue Merchants, and that the said Defendant and his Partner the said Chinnayah did agree to let the said Complainant have a Concern in the said Goods as He desired, and that One Sheshachella Chetty did also desire another fourth Share in the said Purchase and that the said Defendant and the said Chinnayah did agree to that also — and that the said Complainant

House to be Exhibited to the Pegue Merchants for sale on [illegible]
of all Parties concerned therein as aforesaid and that the said [illegible]
were Accordingly sent to the Complainants House — And more
saith not to this Interrogatory —

17th ..... To the Seventeenth Interrogatory this Deponent saith that
does not know whether the Defendant in this Cause did
not Acquaint the Complainant in this Cause with the [illegible]
such of the Articles as were sold — And more saith not to
Interrogatory —

18th ..... To the Eighteenth Interrogatory this Deponent saith
He is well Acquainted with Shoshachilla Chitty One of the
Partners in the Goods in Question in this Cause and that
hath so known or been Acquainted with him [illegible]
or thereabouts — and that the said Shoshachilla Chitty [illegible]
ted to the Defendant in this Cause — and that the said [illegible]
chilla Chitty is the Defendants Uncles Son — And more
not to this or the last Interrogatory —

J. Welch
Examr

Mayor's Court at
Madraspatnam

Between Stephan
John of Madras Merchant
plaimant and Sunco [illegible]
Chitty [illegible]

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

Chinnayah of Madras Carpinter Aged 36 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 4th day of November 1775 Shewn in Person at the Office of Mr Henry Du Puy who is Attorney for the Complainant by Cundapah my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

..... To the First Interrogatory this Deponent saith, that He doth know Stephan Oven John the Complainant in this Cause and that He hath so known him Four Years or thereabouts — and that He doth also know Suncoo Kistnamah Chitty the Defendant in this Cause and that He hath so known him Ten Years or thereabouts — and more saith not to this Interrogatory

To the Fourth Interrogatory this Deponent saith, that there were some Europe Articles sold by the Buzar Merchants in the Buzar on or about the Twenty Second Day of June which was in the Year of Our Lord One Thousand Seven hundred and Seventy three — and that this Deponent and the Defendant in this Cause as Partners did buy some Cutlery and Ironmongery to the Amount of One Hundred and Twenty Pagds one Tanam and Forty Cash, that the Account or Paper Writing now Produced and Shewn to him at this the Time of his Examination Marked A. does Contain the Articles so bought by him and the said Defendant at Outcry as aforesaid, and

were so brought, and the said Articles so Purchases at [illegible]
as aforesaid were carried to the said Defendants House, [illegible]
that this Deponent and the said Defendant were not [illegible]
Accompained to the said Defendants House by [illegible]
-chellum Chitty and that the Complainant in this Cause [illegible]
at the said Defendants House — and that the said Comp[illegible]
-nant did desire the said Defendant to allow him a[illegible]
share in the said Goods and that the said Complainant [illegible]
say that He could have many Opportunities of Selling [illegible]
Several Articles to the Pegue Merchants and that the [illegible]
Defendant and this Deponent did agree to let the [illegible]
-plainant have a Concern in the said Goods as [illegible]
and that one Sheshachella Chitty did also desire [illegible]
fourth share in the said Purchase and that this Depo[illegible]
and the said Defendant did agree to that also — and that
the said Complainant did then desire that the said [illegible]
might be sent to his House to be Exhibited to the [illegible]
Merchants for sale on Account of all Persons [illegible]
as aforesaid, and that the said Goods were Accordingly [illegible]
the said Complainants House — and more saith not to this
Interrogatory

6th To the Sixth Interrogatory this Deponent saith, that
Defendant in this Cause did the Day after and at [illegible]
other times after the delivery of the Goods in Question [illegible]
this Cause to the said Complainant [illegible]
Complainant to know of [illegible]
fendant told the [illegible]

Complainant made thereto, was that several Merchants
had been to look at them but they had not agreed about
the Prices — That the said Defendant upon suing the
Goods were laid in Place where they might be leable to
be stolen did propose to the said Complainant to give
him only Musters of the said Goods and lock up the
rest in a Room or Godown in the said Complainants House,
and that the said Complainant did agree thereto and
that the said Goods were locked up Accordingly and that
the said Defendant did with the Consent of the said
Complainant carry away the Key of the Room in which
the said Goods were put, — and more saith not to this
Interrogatory. —

7th To the Seventh Interrogatory this Deponent saith, that
He doth know that the Defendant in this Cause did at
Different times sell some Goods in Question in this Cause
to some Merchants to the Amount of Fifty Eight Pagd.
Five Fanams and Forty Cash and that the Account now
produced and Shewn to him at this the time of his Exami-
-nation Marked B. does contain the Account of the Arti-
-cles which the said Defendant so sold to the best of this De-
-ponents Remembrance — and more saith not to this
Interrogatory. —

8th To the Ninth Interrogatory this Deponent saith, that
the Defendant in this Cause did Pay the Amount
Purchase of the Goods in Question in this Cause out of

With the Consent of his Partners in the said Concern take the said Goods into his Possession Except the Monters and that the said Defendant did carry them to his the said Defendants House and that the Account Marked C. now produced and Shewn to him at this the time of his Examination does Contain a Just and True Account of the Monters of the said Goods left with the said Complainant and more saith not to this Interrogatory.

10th To the Tenth Interrogatory this Deponent saith, that the said Defendant did after having Received from the said Complainant and taken an Account of the said Goods in Question with the consent of the said Compl. and his other Partners in the said Concern put the said Goods in Mr. Hoissards hands to be sold. That this Deponent doth know that the said Defendant did put the said Goods in Mr. Hoissards Hands as thinking that by being exposed in Mr. Hoissards Shop they might be sooner or better sold and that the said Defendant did tell this Deponent that the said Complainant did consent to Pay the said Mr. Hoissards Five Pent Commission on the sale of the said Goods with any Charges that might arise thereon and that this Deponent and the other Partner did also Consent to the said Agreement and to the best of this Deponents Recollection the Account Marked D. now produced and [illegible] the time of his Ex[illegible]

put in the said Mr. Hoissards Hands as aforesaid but this Deponent does not remember the Five last Articles Specified in the said Account, nor does this Deponent know whether the Receipt at the foot of the said Account marked D. together with the name Geo: Is: Hoissard thereunto Set or Subscribed is or is not of the Proper Hand Writing of the said Mr. Hoissard, but the Defendant in this Cause informed this Deponent that Mr. Hoissard has set his name to a Paper containing a list of the Articles delivered into his Hands and more saith not to this Interrogatory.

11th To the Eleventh Interrogatory this Deponent saith, that the Defendant in this Cause has informed him this Deponent that Mr. Hoissard has sold part of the Goods in Question in this Cause and to the Amount of about Fourteen Pagodas, but that this Deponent does not know whether the Account marked E. now produced and Shewn to him at this the time of his Examination does contain a true and Just Account of the sales thereof and more saith not to this Interrogatory.

12th To the Twelfth Interrogatory this Deponent saith, that He does not know whether the Account Marked F. now produced and Shewn to him at this the time of his Examination does or does not contain an Account of the Goods in Question that remain in the Hands of the said Mr. Hoissard unsold and more saith not to this Interrogatory.

13th To the Fifteenth Interrogatory this Deponent saith that there were not any part of the said Goods or Articles in

Question Purchased by the said Complainant of the said
Defendant as this Deponent has heard — and that this De-
ponent does not know nor never did hear that the said
Complainant paid unto the said Defendant or any other
Person whatever either Eighty Eight Pagodas and Eleven
fanams or any other Sum or Consideration whatever for
or on Account of the said Goods and that the said Complainant
had not any further Interest property Share or Concern
the said Goods further than as a Quarter Owner thereof
Partnership with this Deponent and the said Defendant
and that the said Complainant was fully acquainted
the Nature of the said Purchase and the Articles so pur-
-sed and that the said Complainant did agree to and affirm
of the same every Step taken therein to the best of this De-
-ponents Knowledge and belief and more saith not to this
17 Interrogatory
To the Seventeenth Interrogatory this Deponent saith that
He does not know whether the Defendant in this Cause
or did not ever at any time acquaint the Complainant in this
Cause with the Sale of such Articles in Question as were
18 sold — and more saith not to this Interrogatory
To the Eighteenth Interrogatory this Deponent saith that
He is well Acquainted with Seshachella Chitty Ave
Partners in the Goods in Question in this Cause, and that
He hath so known or been Acquainted with him Twenty
or thereabouts — and that the said Seshachella Chitty
Dated to the Defendant in this

the last Interrogatory —

F. Welch
Examr.

The E Marke
of Chinnayah

Mayor's Court at
Madraspatnam

Between Stephan Oven
John of Madras Merchant Com-
plainant and Suneas Kistna-
mah Chitty of the same Place
merchant Defendant

On the Part of the Defendant

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

Seshachella Chitty of Madras Merchant Aged 27th Years or there-
abounts being Produced as a Witness on the Part of the Defendant was on the
25th Day of November 1775 Shewn in Person at the Office of Mr. Henry
Du Puy who is Attorney for the Complainant by Cundapah my Servant
who also left him a Note of the Name Title and Place of abode of the
said Deponent and afterwards on the same Day being sworn and
Examined Deposeth as followeth —

To the First Interrogatory this Deponent saith that
He doth Know the Complainant in this Cause and that
He hath so known him Four Years or thereabouts — and
that He doth also know the Defendant in this Cause and
that He hath so Known Him Twenty Seven Years or
thereabouts — and More saith not to this Interrogatory

and the Complainant in this Cause did both desire a
part or Share of the Goods or Articles in Question in this
Cause — and that the said Goods were by desire of the said
Complainant sent to his the said Complainants House
be Exhibited for Sale on Account of the Concerned — and
more saith not to this Interrogatory —

6th To the Sixth Interrogatory this Deponent saith, that the
Defendant in this Cause did the Day after the delivery of
Goods in Question in this Cause to the Complainant
to the said Complainant to know if he had sold the
— the answer that the said Complainant made
was, that the Pegue Merchants had not been to look
said Goods, and that it would be Three or four Days
before they came — and that the said Defendant did
seeing that the said Goods were laid in a Place where
were liable to be stolen propose to the said Complainant
to give him only Musters of the said Goods and Lock
the rest in a Room or Godown in the said Complainant
House — and that the said Complainant did agree that
— and that the said Goods were Locked up According
and that the said Defendant with the consent of the
Complainant did carry away the Key of the Room
which the said Goods were put and more saith not to this
Interrogatory —

7th To the Seventh Interrogatory this Deponent saith
doth know that the Defendant
ferent times sell

Cause to some Merchants to the Amount of Fifty Eight
Pagodas five Fanams and Forty Cash and that the Account
now produced and Shewn to him at this the time of his
Examination Marked B. does contain Account of the
Articles which the said Defendant sold — and more saith
not to this Interrogatory —

9th To the Ninth Interrogatory this Deponent saith that the
Defendant in this Cause did pay the Amount Purchase of
Goods in Question in this Cause out of his own Pocket, and
that the said Defendant did Afterwards with the Consent
of his Partners in the said Concern take the said Good into
his Possession Except the Musters and that the said Defendant
did carry them to his the said Defendants House and that the
Account Marked, C now produced and Shewn to him at this
the time of his Examination does contain a just and true
Account of the Musters of the said Goods left with him the
said Complainant and more saith not to this Interrogatory

10th To the Tenth Interrogatory this Deponent saith, that the said
Defendant and after having received from the said Complai-
nant and taken on Account of the said Goods in Question
with the Consent of the said Complainant and his other
Partners in the said Concern put the said Goods on Mr.
Hoissard Hands to be Sold That this Deponent doth Know
that the said Defendant did put the said Goods did put the
said Goods in Mr. Hoissards Hands as then king that by
being exposed in Mr. Hoissard Shop they might be sooner
or better sold — and that the said Defendant did with they
Consent of the said Complainant and his said other Partners
agree to pay the said Mr. Hoissard Five ff Cent Commission

on the Sale of the said Goods with any Charges that might arise thereon — and that the Account Marked D. now produced and shewn to him at this the time of his Examination does Contain the Articles so put in the said Mr. Roissard as aforesaid — and that the Receipt at the foot of the said Account Marked D. together with the name Geo. Is. Roissard thereunto Set or Subscribed is of the proper Hand Writing of the said Mr. Roissard as the Deponent knows — And more saith not to this Interrogatory

11th. To the Eleventh Interrogatory this Deponent saith that He doth know that Mr. Roissard has sold part of the Goods in Question delivered to him by the said Defendant, and that the Account Marked E. now produced and shewn to him at this the time of his Examination does contain a true and just Account of the Sales thereof and More saith not to this Interrogatory

12th. To the Twelfth Interrogatory this Deponent saith that the Account Marked F. now produced and shewn to him at this the time of his Examination does contain an Account of the Goods in Question that remain in the Hands of the said Mr. Roissard — And more saith not to this Interrogatory

15th. To the Fifteenth Interrogatory this Deponent saith that no part of the said Goods or Articles in Question purchased by the said Complainant [illegible] That this Depon[illegible]

informed that the said Complainant paid unto the said Defendant or any other Person whatever Eighty Eight Pagodas and Eleven Fanams or any other Sum or Consideration whatever for or on Account of the said Goods — and that the said Complainant had not any further Interest property Share or Concern in the said Goods further than as a Quarter Owner thereof in Partnership with this Deponent and — the said Defendant and the said Complainant was fully Acquainted with the Nature of the said Purchase and that the Articles so Purchased and that the said Complainant did agree thereto and approve of the same and every Step as taken — And more saith not to this or the last Interrogatory

[illegible]

J. Welch
Examr.

Mayor's Court at Madraspatnam

Between Stephan Oven John of Madras Merchant Complainant and Suncoo Kistnamah Chitty of the same Place Merchant Defendant

On the Part of the Defendant

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

Ram Chitty of Madras Merchant Aged 32 Years or thereabouts

Was on the 18th Day of November 1775 shewn in Persia at the Office of Mr Henry DuPuy who is Attorney for the Complainant by Cun-dapah My Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth

7th — To the First Interrogatory this Deponent saith, that He doth know Stephan Oven John the Complainant in this Cause and that He hath so known him Ten Years or thereabouts — and that He doth also know Sunnoo Kist-namah Chetty the Defendant in this Cause and that He hath so known him also Ten Years or thereabouts — and more saith not to this Interrogatory

7th — To the Seventh Interrogatory this Deponent saith, that the Defendant in this Cause did tell this Deponent that He the said Defendant in this Cause had at Different times and some of the Goods in Question in this Cause to some Mer-chants to the Amount of Fifty Eight Pagodas Five Fanams and Forty Cash — That this Deponent does not Know whether the Account now produced and Shewn to him at this the time of his Examination marked B. does contain the Account of the Articles which the said Defendant so [illegible] and More saith not to this or the last Interrogatory

J. Welch
Examr

[illegible]

Mayor's Court at Madraspatnam

Between Stephan Oven John of Madras Merchant Complainant and Sunnoo Kist-namah Chetty of the Same Place Merchant Defendant

On the Part of the Defendant

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

Mr George Isaac Hoissard of Madras Inhabitant Aged 21 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the 12th Day of January 1776 Signified at the Office of Mr Henry DuPuy who is Attorney for the Complainant by Cundapah My Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and Afterwards on the same day being Sworn and Examined Deposeth as followeth

1st — To the First Interrogatory this Deponent saith that He hath seen the Complainant But that He doth Know the Defendant Sunnoo Kistnamah Chetty in this Cause and that He hath so Known Him Three Years or there-abouts — And more saith not to this Interrogatory

To the Thirteenth Interrogatory this Deponent saith, that the Receipt at the foot of the Account Marked D. now produced and Shewn to him at this the time of his Exa-mination together with the Name George Is. Hoissard

Hand Writing and that this Deponent did really receive
Goods or Articles mentioned in the said Account from
Defendant in the Cause to be sold on Account and Sum
mentioned and Specified in the said Receipt. And ...
14th saith not to this Interrogatory.
To the fourteenth Interrogatory this Deponent saith
He hath sold part of the Goods contained in the ...
marked D. that the Account Marked E. now shew
produced to him at this the time of his Examination
contain a true and just Account of the Sale thereof to the
best of this Deponents Remembrance and that the Account
F. now produced and Shewn to him at this the time of
his Examination does also Contain a true and ...
of the Goods in Question that remain in the hands of the
19th Deponent unsold and more saith not to this Interrogatory.
To the last Interrogatory this Deponent saith, at the
the Goods or Articles Specified in the Account Marked
D. were delivered unto him this Deponent, he Conceived
them as the sole property of Suncoo Kistnamah Chitty
the Defendant in this Cause and had no Idea of
being a Joint Concern but has since been informed
are. And more saith not to this Interrogatory.

F. Welch
Examr.

Geo. A. Hoiss...

Mayor's Court at Madraspatnam

Between Stephan Oven John of Madras Merchant Complainant and Suncoo Kistnamah Chitty of the same Place Merchant Defendant

On the Part of the Defendant

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

Ramajee of Madras Writer Aged 22 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the 16th Day of November 1775. Shewn in Person at the Office of Mr. Henry Du Puy who is Attorney for the Complainant by Cundapah my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

7th To the first Interrogatory this Deponent saith, that He doth Know Stephan Oven John the Complainant in this Cause and that He hath so known him Four Years or thereabouts and that He doth also know Suncoo Kistnamah Chitty the Defendant in this Cause and that He hath so Known him Five Years or thereabouts and more saith not to this Interrogatory.

16th To the Sixteenth Interrogatory this Deponent saith that He was and to the best of his Remembrance about one

Complainant in this Cause to Demand or ask him for one Brass Handle out of the pair of Brass Handles left as Mosters in his the said Complainants Hands, and the Answer that the Complainant did give thereto was that it was on the Godown, and that as soon as his people came they should get it and He the said Complainant would send it to the Defendant — and that the said Complainant did not say He would not give it or that He had no Right to give it or that the said Defendant had no Right to it and that the same was his the said Complainants Property or any thing else — And more saith not to this or the last Interrogatory

F Welch
Exam.r

Mayors Court at Madraspatnam

Between Stephan Oven John of Madras Merchant Complainant and Suncoo Kestnamah Chetty of the same Place Mer Defendant

On the Part of the Defendant

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

Luckamajee of Madras Peon Aged [illegible] Produced as a Witness in this Cause

the 16th Day of November 1775 Shewn in Person at the Office of Mr. Hentry DuPuy who is Attorney of the Complainant by Cundapah my Servant who also left him a Note of the name Title and Place of abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st — — — To the first Interrogatory this Deponent saith, that He doth know the Complainant Stephan Oven John in this Cause and that He hath so Known him Four or Five Years and that He doth Know Suncoo Kestnamah Chetty the Defendant in this Cause and that He hath also Known him Four or Five Years — and more saith not to this Interrogatory. —

6th — — — To the Sixteenth Interrogatory this Deponent saith, that He was and to the best of his Recollection about fourtee Months ago send by the Defendant in this Cause to the Complainant in this Cause to Demand of him or ask him for one Brass Handle out of the pair of Brass Handles left as Mosters in his the said Complainants Hands, and the Answer that the said Complainant did give thereto was that there were same Goods laying upon it but as soon as his People came He would remove the said Goods and deliver it — and that the said Complainant did not say He would not give it or that He had no Right to give it Or that the same was his the said Complainants Property or any thing else — and more saith not to this or the last Interrogatory. —

Additional Interrogatories

Administered to such Witnesses as [illegible] be produced Sworn and Examined [illegible] part and behalf of the Defendant in [illegible] Cause now Depending and at [illegible] in the Humble the Mayors Court at [illegible] draspetaam Wherein Stephan [illegible] of Madras Merchant is Complainant and Sanuro Kestnamah Chitty of the Place Merchant is Defendant

To all the Witnesses } 1st. Do You know the Parties Complainant [illegible] in this Cause or either of them, If [illegible] how long have [illegible] so known them or either and which of them? Declare

To Rajah Mahomud Mostu and Lind de Silva } 2d. Do You or do You not know any thing [illegible] Goods in Question in this Cause, If Yea, Do [illegible] or do You not know to whom they belong, If Yea to [illegible] do they belong and how do You know it whether of [illegible] own knowledge or from the Information of any [illegible] or Persons and who by Name, and when and where [illegible] you Informed thereof? The whole of these Matters [illegible] to the best of Your knowledge Remembrance Information and belief fully and Particularly Declare

To Ditto. 3d. Do You or do You not know [illegible] sing at any time or [illegible] Defendant [illegible]

what was the purport of the said Conversation Or what did the said Complainant Say to the said Defendant and what did the said Defendant Say to the said Complainant about them and when and where did the said Conversation happen, and in what Language did the said Complainant and Defendant Speak to each other, was or was not any Person or Persons present when the said Conversation happend If Yea, who by Name? The Whole of these matters fully and Particularly Declare.

To Ditto. 4th. What Language or Languages do You Respectively Understand? Declare.

To Ram Chitty and Vencatasawmy Chitty } 5th. Do You or do You not know of and Conversation passing at any time or times between the Complainant and Defendant about the Goods in Question in this Cause, If Yea, In what Language did the said Complainant and Defendant Speak to each other? Declare.

To all the Witnesses } 6th. Do You know of any other matters or thing or have You heard or can You Setforth any thing touching the Matters in Question in this Cause that may tend to the benefit or advantage of the said 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

Jno. Sykes

Mayor's Court at
Madraspatnam

Between Stephan Oven John of Madras Merchant Complainant and Sunsoo Kistnamah Chitty of the same Place Mr Defendant

On the Part of the Def

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

Rajah Mahomed of Madras Peon Aged 28 years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the 31st Day of May 1776 Sworn in Person at the Office of Mr Henry DuPuy who is Attorney for the Complainant by Condescension of a Bode of the said Deponent and Afterwards On the same Day Sworn and Examined Deposeth as followeth

1st ..... To the First Interrogatory this Deponent saith that he doth Know the Complainant Stephan Oven John in this Cause and that He hath so known him Twelve years or thereabouts — and that He doth also know the Defendant Sunsoo Kistnamah Chitty in this Cause and that He hath so known him four years or thereabouts

2d ..... To the Second Interrogatory

He doth know some Thing of the Goods in Question in this Cause, and that this Deponent doth know to whom they belong, and that they do belong to Stephan Oven John the Complainant in this Cause the said Complainant having bought them of Sunsoo Kistnamah Chitty the Defendant in this Cause as this Deponent knows, as He this Deponent was Present when the said Defendant brought the Musters of the Goods in Question in this Cause to the Complainants House and that this Deponent did go himself three Days Afterwards to the Defendants House and fitch'd the said Goods and put them in the said Complainants Godown — And more saith not to this Interrogatory —

3d ..... To the Third Interrogatory this Deponent saith, that He doth Know of some Conversation Passing between the Complainant and Defendant in this Cause about the said Goods at the time the said Defendant brought the Musters of the said Goods — That this Deponent cannot Setforth any Particular Conversation that past between the said Complainant and Defendant otherwise than the Complainant agreed to buy the said Goods in Question in this Cause, that this Deponent does not recollect how long ago but that the said Conversation did so happen in the Complainants House — and that the Complainant and Defendant did Speak to each Other in the Moor Language — and that a Moor Man named Shake Daddy a Paria Man Named Mostu and a Cofferee were all Present when the said Conversation happined

4th To the fourth Interrogatory this Deponent saith, that he
understand the Moor Gentoo and Malabar Language
perfectly and a little of the Portuguese Language and
saith not to this or the last Interrogatory

F. Welch
Exam.

The 2 Mark
of Rajah Mahomed

Mayor's Court at
Madraspatnam

Between Stephan
John of Madras Merchant
and Sunnee Kistna
of the same Place Merchant Defendant

On the Part of the Defendant

Depositions of Witnesses taken on the
by and before the Examiner in this Court as follows
Mootu of Madras Cook Aged 30 Years or thereabouts being
as a Witness in this Cause on the Part of the Defendant was on the
of March 1776 Shewn in Person at the Office of Mr Henry
is Attorney for the Complainant by Cundapah my Servant
left him a Note of the Name Title and Place of Abode of the
Defendant and afterwards in the same Day being Sworn
Deposeth as followeth

1st To the First Interrogatory this Deponent saith, that
doth know the Complainant
Cause and that

Years and that He doth also know the Defendant Suneoo Kistna-
mah Chitty in this Cause and that He hath so known him Seven
years or thereabouts and more saith not to this Interrogatory

2. To the Second Interrogatory this Deponent saith, that He doth
know something of the Goods in question in this Cause, and that
they do belong to Stephan Avan John the Complainant in this
Cause, and that this Deponent and a Slave Boy belonging
to the Complainant fetched the said Goods from a House near
Condy Chitty's Shop and more saith not to this Interrogatory

3. To the Third Interrogatory this Deponent saith, that He doth
know of some Conversation passing some time ago between
the Complainant and Defendant in this Cause about the said
Goods and that the Defendant in this Cause came to the said
Complainant's House and told him the said Complainant
that He the said Defendant had bought some Iron Utensils
at Outcry and asked the said Complainant if he would pur-
chase them, the said Complainant agreed to buy them
and that the said Complainant and Defendant did speak
to each other in the Moor Language and that one Rajah
Mahamed, a Slave Boy a Cofferee and this Deponent were
present when the said Conversation happened and more
saith not to this Interrogatory

4th To the Fourth Interrogatory this Deponent saith, that He
doth understand the Malabar Language and also a little
of the Portuguese and Moor Language and more saith
not to this or the last Interrogatory

F. Welch
Exam.

The 2 Mark
of Mootu

Mayor's Court at
Madraspatnam

Between Stephan Oven John of Madras Merchant Complainant and Suneo Kistnamah Chetty of the Same Place Merchant Defendant

On the Part of the Defendant

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

Lind de Silva of Madras Butler Aged 38 Years [illegible] produced as a Witness in this Cause on the part of the Defendant [illegible] 20th Day of March 1776 Sworn in Person at the Office of Mr. [illegible] who is Attorney for the Complainant by Condepeth my Servant [illegible] left him a Note of the Name Title and Place of Abody of the [illegible] and afterwards on the same Day being Sworn and Examined Deposeth followeth

1st ..... To the First Interrogatory this Deponent saith that he knew the Complainant Stephan Oven John in this [illegible] that he hath so known him Seventy Years or thereabouts and that he doth also know the Defendant Suneo [illegible] Chetty in this Cause and that he hath so known him [illegible] or thereabouts — and more saith not to this Interrogatory

2d ..... To the Second Interrogatory this Deponent saith that [illegible] plainant in this [illegible]

Stephan Oven John in this Cause as this Deponent believes at the said Complainant and Defendant were setting together in the said Complainant's House when the said Complainant called this Deponent and ordered him to take charge of the said Goods in question in this Cause saying that He the said Complainant had just purchased them of the Defendant — and more saith not to this Interrogatory —

To the Third Interrogatory this Deponent saith, that He does not know of any Conversation passing at any time or times between the Complainant and Defendant in this Cause about the said Goods — or other the Mathers or things herein Interrogated — and more saith not to this Interrogatory —

To the Fourth Interrogatory this Deponent saith, that He doth respectively understand the following Language, Portuguese, Moors and Malabars — and more saith not to this or the last Interrogatory —

J Welch
Examr.

Mayor's Court at
Madraspatnam

Between Stephan Oven John of Madras Merchant Complainant and Suneo Kistnamah Chetty of the Same Place Merchant Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause

by and before the Examiner in this Court as followeth

Ram Chitty of Madras Merchant Aged 32 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 18th day of March 1776 Shewn in Person at the Office of Mr Henry Dupuy who is Attorney for the Complainant by Cundapah my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and Afterwards on the same day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that He knows the Complainant Stephen Oven John in this Cause and that He hath so known him Ten Years or thereabouts and that He doth also know the Defendant Juncoo Kistnamah Chitty in this Cause and that He hath so known him Seven Years or thereabouts and more saith not to this Interrogatory

5th To the fifth Interrogatory this Deponent saith that He doth know of some Conversation passing between the Complainant and Defendant about the Goods in Question in this Cause and that the said Complainant and Defendant did Speak to each other in the Moor Language and more saith not to this or the last Interrogatory

J. Welch
Examr

Mayor's Court at
Madraspatnam

Complainant and Juncoo Kistnamah Chitty of the Same Place Merchant Defendant

On the Part of the Defendant

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

Vencata Sawmy Chitty of Madras Merchant Aged 27 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 18th Day of March 1776 Shewn in Person at the Office of Mr Henry Dupuy who is Attorney for the Complainant by Cundapah my Servant who also left a Note of the Name Title and Place of Abode of the said Deponent and afterwards in the Same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith, that He doth know the Complainant Stephen Oven John in this Cause and that He hath so known him Ten Years or thereabouts and that He doth also know the Deponent Juncoo Kistnamah Chitty in this Cause and that He hath so known him Ten Years or thereabouts and more saith not to this Interrogatory

To the fifth Interrogatory this Deponent saith, that He doth know of some Conversation passing between the Complainant and Defendant about the Goods in Question in this Cause and that the said Complainant and Defendant and did Speak to each other in the Moor Language and more saith not to this or the last In-

Mayor's Court at
Madraspatnam

Tuesday the 28th day of January
Anno Domini 1777

Present
Andrew Majendie Esquire Mayor
Edwd. John Holland and Alexr. Brodie
Aldermen

Between Stephan Rosa Jr. of
Madras Merchant Complainant and
Kistnamah Chitty 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 Complainants Bill the Defendants Answer with Ac-
counts Marked ABCDEF annexed, the Replication
with an Account Annexed, the Rejoinder the Interrogatories
and Depositions on the part of the Defendant On Hea-
ring the Pleadings made Hereof by Attornies and our Dis-
Consideration had thereon This Court doth think fit
to Order and Decree and doth Accordingly Order and
Decree that the Complainants Bill do Stand Dismissed
with Costs.

Hue

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Filed the 2d. Decr. 1776

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth
unto this Honble Court Your Orator Murro Mugall Saib by his
Attorney Pascal Druem of Madras Inhabitant that Vencata
Kistnaw of the Same Place Inhabitant Stands Indebted unto
your Orator in the full and Just Sum of Thirty Seven Pagodas
Current Money of Madras Making in Sterling Money of
Great Britain at the Rate of Eight Shillings for every
Pagoda the Sum of Fourteen Pounds and Sixteen Shillings or
thereabouts as Does more particularly and at Large Appear
by a Copy of the Translation of a Bond or Obligation given
and granted unto Your Orator by the said Vencata Kistnan
dated the Twenty fifth Day of June in the present Year
of Our Lord One Thousand Seven hundred and Seventy Six
hereunto Annexed for the Inspection of this Honble Court
and which your Orator Prays may be Admitted as part
of this his Bill of Complainant and Your Orator further
Sheweth unto this Honble Court that he hath frequently
and in an Amicable Manner Requested Payment from the
said Vencata Kistnan of the said Sum of Thirty Seven Pagodas

But now so it is May it Please this Honble
Court the said Vencata Kistnan Obstinately and Wilfully
Refuses to pay the same or to give Your Orator any Manner
of Satisfaction Touching the Premises your Orator therefore
prays a General Relief such as to this Honble Court Shall

Enid therefore that he said Vencata Kistnan may upon the
Corporal Oath full true Direct and Perfect Answer make to all
and singular the Matters and things herein before Inquired and
alledged as fully truely and Effectually to all Intents Pur-
poses as if the same Were herein severally Repeated and Distinc-
tly Interrogated and that he may be Decreed to Pay unto
your Orator the aforesaid Sum of Thirty Seven Pagodas
with all such Interest as more is or Shall hereafter become Due
Known also all Costs of this Suit

May it Please the Worlle Court to Grant
the said Vencata Kistnan the Summons and Injunct
by the Sheriff of Fort Saint George Town of Madraspatnam
and the Districts thereof Personally to be and Appear before the
Worlle Court at a Certain time and Place to be by the Worlle
Court Prefixed and Appointed then and there to Answer to
your Orators Bill of Complaint and further to Stand to Per
abide by such Order and Decree therein as to this Worlle
Court Shall Seem Meet

M. Dundas
Atty Complainant

25. June 1776

I Vencata Kistnan Son of Cumbum Mootelly Do Confess
Obligation Bond to Mooroo Mugul Shah of Mooroopatnam
in the Sum of Eight Hundred and Eighty Pagodas
Madras Rupees Eight Hundred and Eighty

(165)

Current Money of Madras Which Sum I Promise to Pay upon
or before the Thirde day of July in the same Year Indefault
of Payment Payable on Demand With Interest at the Rate
of 12 p Cent p Annum Thus Voluntarely Give this Obliga-
tion Bond Drawn and Signed

Signed
Vencata Kistnan

Witnesses
Veerapa
Vencata Swamy

A true Translation as Near as Can be made from the
Original Malabar Language

Hy Dundas
Atty Complainant

To all People to whose View these Presents shall come
Greeting Whereas Vencata Kistnan of Madras In-
habitant in and by One Bond or Obligation Bearing Date
the Twenty Fifth Day of June in the present Year of Our
Lord One Thousand Seven hundred and Seventy Six became
bound to Mooroo Mugul Said of the same Place Mer-
chant in the full and Just Sum of Thirty Seven Pagodas
and thereof to be paid on or before the Third Day of July
in the same Year Indefault of Payment Payable on
Demand With Interest at the Rate of Twelve per Cent
p Annum as by the said Bond and Condition thereof may
appear Now Know Ye that I the said Mooroo

hand paid by Pascal Drum of Madras Inhabitant of
the Ensealing and Delivery of this Present the Receipt
whereof I do hereby Acknowledge and for Divers other
good Causes &c have Assigned Transferred and Settled
and by these Presents do Assign Transfer and Settle
unto the said Pascal Drum his Executors Administrators
and assigns the Recited Bond or Obligation and Condi-
tion and the said Sum of thirty Seven Pagodas and all
Interest now due or which Shall or may hereafter accrue
and grow due by Virtue thereof and the promise of Payment
thereof by the said Vencata Kistnan I the said Meeroo
Mugal Saib have made Ordained Constituted and
Appointed and by these Presents do make Ordain Con-
stitute and Appoint by this Presents do make the said
Pascal Drum my true and Lawfull Attorney for me
and in my Name or Otherwise but to his own pro-
per Use and behoof to ask demand sue for Recover
and Receive of the said Vencata Kistnan his Heirs Ex-
ecutors or Administrators all and every such Sum or
Sums of Money both principal and Interest now an-
due or shall or may hereafter accrue and grow due to
me by Virtue of the said Recited Bond or Obligation
and to have take Use all Lawfull Ways and Means in
my Name or Otherwise for Recovery thereof by Action
Suit Arrest or Otherwise and Ex-
ces or Other legal and [illegible]

for the same for me And in my Name to make Seal and
Deliver and to all Other Act and Acts thing and things
whatsoever Concerning the Premises as fully largely and
Amply in Every Respect As I myself Might or Could
do If I were personally present and Attorney or Attor-
nies one or more under him for that purpose to make
and Again at his pleasure to Revoke and I the said
Meeroo Mugall Saib for me my Executors and Admi-
nistrators do Covenant to and with the said Pascal
Drum his Executors Administrators and Assigns That
I have not Released Discharged or Received Any Money
Due on the said Bond or Obligations Neither will
I my Executors or Administrators Acquit Release or
Discharge the same or any part thereof but Shall and
will Allow all such lawfull Action or Actions Suit
or Suits and proceedings in law and Equity as shall
by brought prosecuted or Defended Concerning the same
or by Reason thereof and will and Release or Discontinue
any such Action or Actions Suit or plaint and that
it shall and may be Lawfull to and for the said Pas-
cal Drum his Executors Administrators and Assigns
to Recover possess Enjoy or Employ to his Own Use
All such Sum or Sums of Money is Shall be duly
Recovered by Virtue of the said Bond or Obligation

Whatsoever for the same and that Neither I the said Meeroo Mugall Saib my Executors or Administrators shall and will revoke this letter of Attorney or Writing of Assignment but that I my Executors and Administrators shall and will upon Very Reasonable Requests Acknowledge and Execute all and every such further and Other lawfull and Resonable Act and Acts thing and things whatsoever be it by Making a New letter of Attorney or Assignment or Otherwise howsoever for the better Enabling and Authorizing him the said Pascal Druem his Executors Administrators or Assigns to Recover Receive take and Enjoy to his and their own proper Use and Behoof All such Sum and Sums of Money as now are or shall grow Due or payable by Virtue of the said Recited Bond Obligation and Condition as by the said Pascal Druem his Executors Administrators or Assigns or by his or their Council Learned in the Law shall be Resonable Advised and Required and to and for the true performance of all and every the Covenants any Agreements herein before Contained I bind Myself my Heirs Executors and Administrators unto the said Pascal Druem his Executors Administrators and Assigns in the penalty of thirty Seven Pagodas of Lawfull Money —

In Witness whereof I the said Meeroo Mugall Saib have hereunto Sett my Hand and Seal in Madras this Thirteenth Day of November in the Year of Our Lord Ann Domini Seven hundred and Seventy Six

In the presence of

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(169)

Mayor's Court at Madraspatnam

Tuesday the 4th day of February Anno Domini 1777

Present

Andrew Majendie Esquire Mayor

George Smith Alexr. Brodie and Benjamin Roebuck Aldermen

Between Meeroo Mugall Saib by his Attorney Pascal Druem of Madras Inhabitant Complt. and Vencata Kistnan of the Same Place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Thirty Seven Pagodas / Pagodas 37 — — / together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed the 9th Decr 1776

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth [illegible]
Honble Court Your Orator Alexander Cuthbert of Fort [illegible]
George Merchant that Tombou of Madras Inhabitant [illegible]
Indebted unto Your Orator in the full and just Sum of [illegible]
five Pagodas Current Money of Madras Making in [illegible]
Money of Great Britain at the Rate of Eight Shillings
for Every Pagoda the Sum of thirty four Pounds Being the
Amount Principal of a Promissory note given and [illegible] unto
Your Orator by the said Tombou on the Seventy fourth day of
October in this present Year of our Lord on Thousand Seven Hun-
dred and Seventy Six which is hereunto annexed for the Inspec-
tion of this Honble Court and Your Orator prays the same may
be Admitted as part of this his Bill of Complaint and your Orator
further sheweth unto this Honble that he hath frequently and in
amicable Manner Requested Payment of the said Sum of Eighty
five Pagodas from the said Tombou

But now so it is May it Please this Honble
Court the said Tombou Obstinately and wilfully Refuses to pay
the same or to give your Orator any Manner of Satisfaction
Touching the Premises Your Orator therefore prays a General
relief such as to this Honble Court shall appear
Equity and good Conscience To the End

Tombou may upon his Corporal Oath a full true direct and
perfect answer make to all and Singular the Matters and things
hereinbefore Setforth and alledged as fully truely and Effectu-
ally to all Intents and purposes as if the same were here again
Repeated and Particularly Interrogated and that he may be
Decreed to pay unto your Orator the foresaid Sum of Eighty five
Pagodas together with all Such Interest as now is or which
shall hereafter became due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the
said Tombou to be Summoned and Require by the Sheriff
of Fort Saint George Town of Madrasapatnam and the Dis-
tricts thereof Personally to be and appear before this Honble
Court at a Certain time and place to be by this Honble Court
prefixed and appointed then and there to answer this Your
Orator's Bill of Complaint and further to Stand to and
abide by Such Order and Decree thereon as to this Honble
Court shall Seem Meet

Hy Du Pur
Atty Complainant

I Promis to Pay To Alexr Cuthbert Esqr the Sum of Eighty
five Pagodas Account Planks that I bought of you after
Eight Days Time from the Date at Rate of Eight ℘ Cent
℘ Annum Fort St George 24th Octr 1776.—

Witness
Comrapah Chetty
Veerasawmy

Signed Tombou
Hy Du Pur

Pag 185.

Mayor's Court at Madraspatnam

Tuesday the 4th day of February Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Smith Alexr Brodie and
Benjamin Roebuck Aldermen

Between Alexander Cuthbert of Fort Saint George Merchant Complainant and Tombou of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill wh[illegible] he has Neglected doing This Court doth therefore [illegible] fit to Order and Decree and doth Accordingly Order [illegible] Decree that the Defendant shall pay unto the Compl[illegible] the full and Just Sum of Eighty five Pagodas (Pag.s 85 [illegible]) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Vide

Filed the 9th Decr 1776

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Pottah Vencatachallam Chitty of Madras Merchant by his Attorney Emanuel Xavier of the same place Inhabitant That Tella Nagoola Shashachallam of the same place Merchant Stands Indebted to Your Orator in the full and just Sum of One Hundred and Seven Pagodas Twenty Five Fanams and Seventy Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Forty Three Pounds and One Shilling as will More fully and at large appear by an Account Current an Assignment and a Power of Attorney hereunto annexed for the Inspection of this Honble Court to which Your Orator most humbly refers and prays the same may be Admitted as part of this Your Orators Bill of Complaint And Your Orator further Sheweth unto this Honble Court that he hath frequently and in amicable manner requested Payment from the said Tella Nagoola Shashachallam of the said Sum of One Hundred and Seven Pagodas Twenty Five Fanams and Seventy Cash

But now so it is may it please this Honble Court the said Tella Nagoola Shashachallam wilfully and [illegible] refuses to pay the same or to give Your Orator

any Manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief and such as to this Honble Court shall appear agreable to Equity and good Conscience

To the End therefore that the said Tella Nagoda Shashachellam may upon his Corporal Oath as full true direct and perfect Answer Make to all and singular the matters and things herein before set forth and alledged as fully truly perfectly and Effectually to all Intents and purposes as if the same were herein again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Seven Pagodas Twenty Five Fanams Ld County Cash together with all such Interest as now is or shall hereafter become due thereon also all Cost of this Suit

May it Please this Honble Court to Cause the said Tella Nagoda Shashachellam to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at such time and place to be by this Honble Court prescribed and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Wm Sedgley
Atty for Complainant

9th December 1776
This Bill was Sworn to before me between the Days of Adjournment of a Summons Quarterly Honble Court Esqr

John Lewis

(175)

Dr Tella Nagoda Shashachellam in Account Current with Estate Vencatachellam Chitty Cr

1775									
August	16	By Cash Received							
Sept	20	do do for Ditto							
25	20	do do for Ditto							
25	11½	do do							
26	7	do do							
27	½	do do							
28	20	do do							
Oct	30	38	do do						
31	7	do do							
Nov	4	1½	do do						
5	1½	do do							
10	5	do do							
		August	183¼						
		☉ 350 Pagodas per Mo Sept						52. 15.	
		By Interest on Ditto Sums 29 Days 8 per Ct						8. 28. 20	
								60. 43. 20	
1776		By Balance due to this Day						107. 26. 10.	
Decr	9	Pagodas						168. 25. 14.	

Fort St George December 6. 1776
Errors Excepted
per Gellibrand Mayo

Dr Tella Nagoda Shashachellam in Account Current with Estate Vencatachellam Chitty Cr

1775									
August	16	By Cash Received							
Sept	20	do do for Ditto							
25	20	do do for Ditto							
25	11½	do do							
26	7	do do							
27	½	do do							
28	20	do do							
Oct	30	38	do do						
31	7	do do							
Nov	4	1½	do do						
5	1½	do do							
10	5	do do							
		August	183¼						
		☉ 350 Pagodas per Mo Sept						52. 15.	
		By Interest on Ditto Sums 29 Days 8 per Ct						8. 28. 20	
								60. 43. 20	
1776		By Balance due to this Day						107. 26. 10.	
Decr	9	Pagodas						168. 25. 14.	

Fort St George December 6. 1776
Errors Excepted
per Gellibrand Mayo

To all People to whom these Presents shall come Greeting —
Whereas Tella Nagoolo Shashachallam of Madras Merchant
Stands Indebted unto Pottah Vencatachallam Chitty of the same
place Merchant in the Sum of One Hundred and Seven Pagodas
Twenty Five Fanams and Seventy Cash being the Ballance of
an Account Current bearing date the Second Day of December
One Thousand Seven Hundred and Seventy Six, Now know
Ye that the said Pottah Vencatachallam Chitty for a valuable
Consideration to him in hand paid by Emanuel Xavier also
of the same place Inhabitant at or before the Sealing and
delivery of these presents the Receipt whereof he the Pottah
Vencatachallam Chitty do the hereby Acknowledge hath assigned
Transferred and Set over and by these presents doth assign Transfer
and Setover unto the said Emanuel Xavier the said Account Cur-
rent and the Money or Amount thereupon due and owing and
which may hereafter become due thereon and all his Right and
Interest of it and to the same and every part thereof and the
said Pottah Vencatachallam Chitty for the Consideration aforesaid
hath made Constituted and appointed and by this Presents
doth make constitute and appoint the said Emanuel Xavier
his Executors and Administrators his true and Lawfull Attorney
Irrevocable for him and in his Name and Names of his Ex-
-ecutors or Administrators but for the Sole and proper use and
Benefit of the said Emanuel Xavier his Executors Admi-
-nistrators to ask Require Demand and Receive of the said
Tetta Nagoola Sashachallam his Heirs Executors or Admi-
-nistrators the Money due and to become due on the

Current and on non Payment thereof he the said Emanuel Xavier his
Heirs Executors and Administrators to Sue for and recover the same and
on Payment thereof to give Sufficient Releases and Discharges and
one or more Attorney or Attornies under him to Constitute and what-
-soever the said Emanuel Xavier or his Attorney or Attornies under
him shall Lawfully do in the Premisses the said Pottah Vencata-
-challam Chitty doth hereby allow and affirme and the said Pottah
Vencatachallam Chitty doth Covenant with the said Emanuel Xavier
that he said Pottah Vencatachallam Chitty hath not received nor
will receive the said Money due or to be come due on the said Account
Current neither shall or will release or Discharge the same or any part
thereof but will own and allow of all Lawfull proceedings for the re-
-covery thereof He the said Emanuel Xavier saving the said Pottah
Vencatachallam Chitty harmless of and from any Costs that may
happen to him thereby In Witness whereof the said Pottah Ven-
-catachallam Chitty hath hereunto Set his hand and Seal in Madras
aforesaid this Eighth day December in the Year of Our Lord One Thou-
-sand Seven hundred and Seventy Six —

Witnesses
[illegible]
[illegible]

[illegible] (LL)

Mayor's Court at
Madraspatnam

Tuesday the 4th day of February
Anno Domini 1777 —

Present
Andrew Majendie Esquire Mayor
George Smith Alexr. Brodie and
Benjamin Roebuck Aldermen

Between Pottah Vencatachal-

by his Attorney Emanuel Reiss of the same place Inhabitant Copartnant and Felix Negrete Inhabitant of the same place Merchant Defendant

It Appearing by the Records of this Court that the usual Rules have passed for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and it is Accordingly Ordered and Decreed that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Seven Pagodas Twenty five Fanams and Seventy Cash Pagt 107. 25. 70. together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Filed the 4th Novr 1776

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Chungley Mordecar of Madras Inhabitant that Leopolde de Alayde of the same place Inhabitant Merchant is Indebted unto Your Orator in the full and just Sum of Eighty three Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagod the Sum of thirty three Pounds and four Shillings which Sum is the Principal of a Bond or Obligation given by the said Leopolde de Alayde on the Eighteenth day of April in this present Year of our Lord One thousand Seven hundred and Seventy six hereunto Annexed for the Inspection of this Honble Court which your Orator prays may be Admitted as part of this his Bill of Complaint And whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of Eighty three Pagodas from the said Leopolde de Alayde

But now so it is May it please this Honble Court the said Leopold de Alayde Obstinately and wilfully Refuses to Pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefor that the said Leopolde de Alayde may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Setforth and alleged as fully truely and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Eighty three Pagodas together with all such Interest as now or which shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Leopolde de Alayde to be Summoned and Required by the Sheriff of Fort Saint George Peon of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and appointed thereon there to Answer this Your Orators Bill of Complaint and further to stand bound & abide by such Order and Decree therein as to this Honble Court shall seem Meet

83 (179)

Know all Men by these Presents that I Leopold de Mayde of Madras am held and firmly bound unto Chinglerry Moodelear of Madras in the penal Sum of One Hundred and Sixty Six Star Pagodas to the Payment whereof well and truely to be made to the said Chinglerry Moodelear his Heirs Executors, administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by this Presents In Witness whereof I have hereunto set my Hand Seal in Fort Saint George this Eighteenth day of April in the Year of One Thousand Seven Hundred and Seventy Six

Whereas the above bound Leopold de Mayde hath borrowed and Raised of the above Named Chinglerry Moodelear in the full and just Sum of Eighty three Star Pagodas to run at interest at the rate of Eight per Cent per annum and payable in two Months time

Now the Condition of this Obligation is such that if the above bound Leopold De Mayde his Heirs, Executors, Administrators, or Assigns Shall well and truely pay or Cause to be paid unto Chinglerry Moodelear his Heirs, Executors Administrators, or Assigns the full and just Sum of Eighty three Star Pagodas together with such Interest as shall or may become due thereupon, then this Obligation to be void and of no Effect, otherwise to continue in full force and Virtue

Signed Sealed and delivered where no Stamped paper is to be had in the Presence of

F. Barretto
Tilly Govindan

Leopold de Mayde (L.S.)

Hy Du Pay

Mayor's Court at Madraspatnam

Tuesday the 4th day of February Anno Domini 1777.

Present

Andrew Majendie Esquire Mayor
George Smith Alexr Brodie and
Benjamin Roebouck Aldermen

Between Chinglerry Moodelear of Madras Inhabitant Complainant and Leopold de Mayde of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Eighty three Pagodas (Pags 83 ...) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Ad Cur

Filed the 28th. Janry 1777

To the Honble the Mayors
Court at Madrespatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John de Silva of Chepauk Inhabitant that Sarvah Reddy of the same place Inhabitant Stands justly and truly indebted unto Your Orator in the full and just Sum of Twenty five Pagodas three Fanams and fifteen Cash Current Money of Madras Making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of Two Pounds and upwards as will more fully and at large appear by the Ballance of an Account Current arising upon a Bond or Obligation hereunto annexed for the inspection of this Honble Court and which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint and Whereas Your Orator hath frequently Demanded in an Amicable Manner requested payment from the said Sarvah Reddy of the said Sum of Twenty five Pagodas three Fanams & fifteen Cash

But now so it is and may it please this Honble Court the said Sarvah Reddy Obstinately and wilfully Refuses to pay the same or Injure Your Orator any Manner of Satisfaction touching touchin the Premises Your Orator therefore prays a Quand relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Sarvah Reddy may upon his Corporal Oath full true direct & perfect Answer make to all and Singular

before Set forth and Alledged as fully truly and effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Twenty five Pagodas three Fanams and fifteen Cash together with all such Interest as now is or shall hereafter became due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Sarvah Reddy to be Summoned and Enjoined by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honble Court at such a time and place to be by this Honble Court prefixed and Appointed thenAnd there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

Chas. Bromley
Atty Complainant

Dr. Sarvah Reddy in Account Current with John de Silva Cr.

1776 July	28th	To Cash lent on your Cadjan Bond	24			1777 Janry	25th	By Ballance due	25	3	15
		Interest on Ditto from the 28th July 1776 to the 25th Janry 1777 is 6 Months @ 1 Pr Cent	1	3	15						
		Pagodas	25	3	15			Pagodas	25	3	15

Madras 25th Janry 1777
Errors Excepted
pp John his X Mark de Silva

25th July 1776.

I Sarvah Reddy of Chepauk Inhabitant do hereby Acknowledge to have in my Urgent occasion Borrowed and Received of John de Silva of the same place Inhabitant the full and Just Sum of Twenty four Star Pagodas Current Money of Madras which Sum I promise to pay on or before the 15th of October Next with Interest after the rate of 9 ₹ Cent ₹ Annum and in default thereof to permit me in the Mayors Court Place Voluntarily given this Bond to the said John de Silva Witness Hillarus Mellano Chevary Modeliar Candaroom Church's Sexton Drawn by Chevary Royen School Master

Signed
Hillarus de Monte
Atran 2

/Signed/
Sarvah Reddy

A True Translation as near as can be from the Original Malabar Language by Davy Naick Sworn Interpreter

Chas. Bromley
Atty Complainant

Mayor's Court at
Madraspatnam

Tuesday the 11th day of February
Anno Domini 1777

Present
Andrew Majendie Esquire Mayor
George Smith — John Turing
James Call — George Proctor
Edwd. John Holland — Alexr. Brodie } Aldermen
Benjamin Roebuck

Between John [illegible]
Chepauk Inhabitant Complainant
and Sarvah Reddy 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 Twenty four Pagodas Three fanams and fifteen Cash Pags. 24 - 3 - 15 / together with all such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

Mair

Filed the 3d July 1776

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining, Sheweth unto this Honble Court, Your Orator George Mackay of Fort Saint George Esquire That Whereas Cudungo Peddy Naick of Madras Pallegar some time in the Year of Our Lord One thousand Seven Hundred and Seventy three standing indebted unto Your Orator in the Sum of Three Thousand Star Pagodas, he Mortgaged as Security unto Your Orator a Piece or Parcell of Ground with Sundry Buildings thereon lying and being near Verdarajah Permall Agraharam in Permall Pagoda Street at Peddy Naicks Pettah in the Town of Madraspatnam, which Ground and Premises have been in possession of the said Cudungo Peddy Naick and his Family for upward of Sixty Years without any interruption whatsoever, as your Orator Sheweth, your Orator further Sheweth, that being on his departure in the Month of September in the same Year of Our Lord One thousand Seven hundred and Seventy three for Bengall he prayed the said Cudungo Peddy Naick

Naick for payment, who not being able to satisfy Your Orator in Cash
Your Orator was induced to purchase of the said Odungo Peddy Naick
the said Piece or Parcell of Ground with the Buildings thereon, for the
Sum of One thousand three Hundred and Fifty Pagodas. Your Orato
further Sheweth that on the said Odungo Peddy Naicks applying to the
Choultry, for making of your Orator a Bill of Sale as a Title to the pur
chased premises, John Maxwell Stone Esquire as one of the Justices
put a Stop to it, by direction the Register of the Choultry not to draw
out a Bill of Sale; Your Orator further Sheweth, that on finding this
impediment Your Orator did inform the said Odungo Peddy Naick
that he would not insist on a Choultry Bill of Sale provided he would
execute another Deed before proper Witnesses, to this proposal Your
Orator Sheweth the said Odungo Peddy Naick consented and Agreed
and Accordingly Your Orator did imploy Mr. John Sykes to draw up
a Bill of Sale and to get it Registered in the Kobble Court Your
Orator further Sheweth that when Your Orator had sent for the
said Odungo Peddy Naick to Sign the said Bill of Sale as drawn
up by the said John Sykes he the said Odungo Peddy Naick in
formed Your Orator that the aforesaid John Maxwell Stone
had threatned him in Case he should Sign the said Bill of Sale
and thereupon he Requested of Your Orator not to insist on the Bar
gain Your Orator thereupon did after mature deliberation and
wondering that this Obstacle arose from some private pique
personaly between Your Orator and the said John Maxwell
Stone declined insisting on the performance of the said Bargin
and told the said Odungo Peddy Naick that he was at Liberty to
Sell the premises to any more Else and pay Your Orator as Your
Orator then wanted his Money Your Ora

the said Odungo Peddy Naick sold the said Ground and Premises
unto one Coracapaty Narain Modely of Madras Inhabitant for
the Sum of One Thousand three Hundred and Fifty Pagodas, and
gave him a Cadjan Bill of Sale as a Title to the Purchase Your
Orator further Sheweth that from this Cadjan one English
Bill of Sale was drawn out and Execution by the said Odungo
Peddy Naick, but when the same came to the Knowledge of the
said John Maxwell Stone he sent for the said Odungo Peddy
Naick and for the said Coracapaty Narain Modely and threat
ened them which made the one afraid to deliver the Ground
and the other to receive it, Your Orator further Sheweth that being ap
prehansive he might loose his money, filed a Bill of Complaint
in this Honble Court against the said Odungo Peddy Naick, and
thereby obliged him to pay off your Orator. Your Orator further
Sheweth that when the Ground was Sold to Your Orator, one Vee
rapah Chitty the Head of the Gentoo Cast presented a Petition to
the said John Maxwell Stone then Acting as Justice pretending
that the Ground was originally given to the said Odungo Peddy
Naick Ancestors, by his Cast, on Condition that they should build
a Pagoda on it, and perform certain Rites, to prove which, the said
Veerapah Chitty did produce a Cadjan Writing which he said was
between Sixty and Seventy years Old, but, which afterwards on ex
amination appeared to be a fresh Cadjan and Drawn up to serve
some particular purpose Your Orator further Sheweth that one
Govindapah Naick likewise laid claim to the Ground by a
Petition to the said John Maxwell Stone pretending that his An
cestors had given the said Ground to the said Odungo Peddy Naicks
ancestors for Religious purposes only, and that the said Odungo
Peddy Naick had no Right to dispose of it Your Orator further
Sheweth that this Latter Claim appear to be a Collusion between
the said

Thadie Govindapah Naick and the said Codungo Peddy Naick for sometime after Your Orators departure for Bengall he said John Maxwell Stone dispossed the Petitioner of the said Veerapah Chetty, given it as his Opinion that he had no right or Title to the Ground, the said Govindahpah Naick at the same time withdrew his Claim and settled Matters with the said Codungo Peddy Naick who had obtained leave of the said John Maxwell Stone to dispose of the Ground Your Orator further Sheweth that the said Codungo Peddy Naick Sold the said Ground to the said Govindapah Naick for Two thousand One Hundred and Fifty Pagodas under Chaultry Certificate to the said Codungo Peddy Naick for the Ground and a Bill of Sale from him to the said Govindahpah Naick whereas in the Ground is said to be worth Four thousand Pagodas were drawn out and ready to be executed about the time Your Orator left Bengall which was in January 1768 presumed Your Your Orator further Sheweth that the aforesaid Cowsepaty Narrain Moodelly Applied to your Orator and informed him that as he was still in possession of the Bill of Sale, that he said Codungo Peddy Naick gave him and as the said John Maxwell Stone had given the said Codungo Peddy Naick liberty of Selling the Ground he thought that he said Cowsepaty Narrain Moodelly had the best Right to it but that the said Codungo Peddy Naick refused letting him have the Ground your Orator further Sheweth that he advised the said Cowsepaty Narrain Moodelly to Petition the Chaultry Court for Redress and told him at the same time that if he could prove his right to the Premises Your Orator would give him Four Hundred Pagodas Profit or One thousand Five hundred and Fifty Pagodas which the said Cowsepaty Narrain Moodelly agreed Your Orator further Sheweth unto this Honble Court that the said Narrain Moodelly Petitioned the Court

lay undetermined for upwards of two Months and at last the Chaultry Court were of Opinion that the Ground was as property appropriated for Charity and that the said Codungo Peddy Naick had no Right to dispose of it, which Opinion Your Orator Sheweth was founded more other proof but what was before rejected by the said John Maxwell Stone although he now looks upon them as good; Your Orator further Sheweth that by this unjust Order of the said Chaultry they are endeavoring to deprive the said Codungo Peddy Naick of the said Premises which he and his Ancistors have enjoyed undisturbed for upwards of Sixty Years Your Orator further Sheweth that for and in Consideration of the said Sum of One Thousand Five hundred and Fifty Pagodas the said Cowsepaty Narrain Moodelly has Sold to Your Orator the aforesaid Ground and the Buildings thereon but which the said Codungo Peddy Naick will not give up to Your Orator Notwithstanding Your Orator hath frequently and in an Amicable Manner demanded Possession.

But now so it is and may it please this Honble Court the said Codungo Peddy Naick obstinately and wilfully refuses to give your Orator the Possession of the Premises, pretending that he has no Authority to sell or dispose of the said Premises or if he had that having so disposed of the same to the said Govindahpah Naick he could not recede therefrom and other times he pretends that he is withheld from making over a proper Title of the Premises by Persons whose Superior Stations sufficiently influence him, all which Actings and doings under these several pretences are contrary to Equity and good Conscience and done for

No

no other intent and purpose to vex and perplex Your Orator in the obtaining of the Possession of the Premises and if possible to keep Your Orator out of the same Although the said Codungo Peddy Naick will know that the Bargain and Sale he made to the said Coroxpaty Narrain Moodelly was a fair and equitable transaction and that he had at the same time a clear right to the Premises without any Incumbrances whatsoever and would make a Conveyance thereof without the Assent or Approbation of any person whomsoever Your Orator further Charges that being intitled to the Ground and appurtenances indispute by Vertue of the aforementioned Bargain and Sale from the said Coroxpaty Narrain Moodelly the said Codungo Peddy Naick ought to put Your Orator into Possession or Else to pay your Orator the present Value of the Premises as the Estimation thereof Since the first mentioned Sale of the same has been and Still is greatly entranced To the End therefore that the said Codungo Peddy Naick may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things hereinbefore set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and interrogated and that the said Codungo Peddy Naick may be directed to put Your Orator into Possession of the Premises and to give or Makeover such Title Deed or Deeds to Your Orator of the Premises and also in Cause it should appear that the Sale so made to the said Govindahpah Naick is just and proper that he the said Codungo Peddy Naick be Decreed to pay unto Your Orator the full Value of the said Premises with all Costs of this Suit and such other Relief in the Premises as to this Honble Court shall seem meet.

May it Please this Honble Court to Cause the said Codungo Peddy Naick to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam

thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and Abide by such Order and Decree therein as to this Honble Court Shall seem Meet

Chas Bromley
H^y Du Pin } Att^y for the Complt

Filed 21st Jan^ry 1777

The Amended Answer of Codungoor Peddy Naick of Madras Polygor Defendant to the Bill of Complaint of George Mackay of Fort St George Esqr Complainant

This Defendant now and at all times hereafter Saving and Reserving unto himself all and all manner of benefit and Advantage of Exception to the many Errors Incertainties and Insufficiencies 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 the said Defendant Answereth and Saith that he Admits he was Indebted unto the said Complainant in a Sum of money in the Year of Our Lord One Thousand Seven Hundred and Seventy three in Consequence of a Sum of money which he this Defendant Borrowed from him the said Complainant on the Mortgage of the Premises

Premises in Question in this Cause which said Premises this Defendant
Saith he and his Ancestors have been in Possession of fifty thousand fifty
four Years or thereabouts, This Defendant further Answering Admits
that not having paid part of the Sum which he had Borrowed from
the said Complainant he did Agree with the Complainants Debtor
to Sell the Premises in Question and Make a Bill of Sale thereof in
the Name of Coracapella Narrain Moodelly and this Defendant did
give a Bad Bill of Sale or Writing of the said Premises in the Name
of the said Coracapella Narrain Moodelly Accordingly, This Defendant
further Saith he hath Since the putting in his former Answer been
Informed and believes the said Complainant did tell the said Coraca-
-pella Narrain Moodelly that if he would make Over his Right to
the Premises in Question he the said Complainant would give him
Two Hundred Pagodas Profite or One Thousand Five Hundred
and fifty Pagodas, This Defendant hath also been Informed
that the said Coracapella Narrain Moodelly Agreed thereto, This
Defendant doth therefore Submit to the Judgment of this Hono-
-rable Court whether the said Complainant should or Should not
be put in Possession of the said Premises in Pursuance of his
the said Complainants Prayer in his said Bill of Complaint
All which Matters and things this Defendant is Rea-
-dy to Aver maintain and prove as this Honble Court shall
Direct and humbly Prays to be hence Dismissed with his
resonable Costs and Charges in this behalf wrong fully
Sustained

Jno Sykes
Atty for the Defendt

Mayor's Court at Madraspatnam

Tuesday the 11th day of February Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Smith John Turing
James Call George Proctor
Edwd John Holland Mexr Brodie and
Benjamin Roebuck Aldermen

Between George Mackay of Fort Saint George Esquire Complainant and Eudongs Peddy Naick of Madras Polligar Defendant

This Cause Coming to be Heard and Debated this Day in the M

Filed the 15th February 1777

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewith unto this Honble Court Your Orator Manumbadoo Chengleroy Moodelear by his Attorney Pascall Druem of Madras Inhabitant that Narrain Riddy of Heevaloor Inhabitant within the Districts of Pronamallee Stands Indebted unto Your Orator in the full and just Sum of Five Hundred and Sixty Pagodas Current money of Madras Making in Sterling Money of Great Bretain at the rate of Eight Shillings for Every Pagoda the Sum of Two Hundred and twenty four Pound as will more fully and at large Appear by an Account Current hereunto Annexed for the Inspection of this Honble Court and also by a Copy of the Translation of a Bond or Obligation from the said Narrain Riddy unto Your Orator Bearing date the

Agreeable to Equity and Good Conscience To the End therefore the said Narrain Reddy may upon his Corporal Oath a full true and perfect Answer Make to all and Singular the Matters and things herein before setforth and alledged as fully truly and Effectually to all Intents and Purposes as if the Same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Ten Hundred and Sixty Pagodas together with all Such Interest as now is or which Shall hereafter become due thereon also all Cost of this Suit

May it Please this Honble Court to Cause the said Narrain Reddy to be Summoned and Require by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed there and then to Answer this Your Orators Bill of Complaint and further to Stand to and abide by Such Order and Decree therein as to this Honble Court shall Seem meet

Hy Dudley
Atty Comptt

14th February 1777

This Bill was shewn to me in the Days of Adjournment let Summon & Warrant of arrest issue the Complainants Atty taking Oath to the justness of his demand and that he hath reason to believe the Defendant will depart from the the Jurisdiction of this Court upon hearing this Bill was filed against him

Andrew M

Dr. Keevaloor Narrain Reddy in Account Current with Manambadu Chengleroy Moodelear Cr.

			P.	F.	C.				P.	F.	C.
1776 Febry	19th	To the Amount Principal of Your Bond to me of this date	500	"	"			By Ballance due	560	"	"
1777 Febry	19th	To Interest ond. from the 19th February to this day is Twelve Months at the rate of 12 p Ct p Annum	60	"	"						
		Pagodas	560	"	"			Pagodas	560	"	"

Fort St. George 12th February 1777

Errors Excepted

Jr. Manumbadu Chengleroy

Madras 19th February 1776

I Keevaloor Narrain Reddy Do hereby Acknowledge to have Borrowed and Received of Manumbadu Chengleroy Moodelear on my urgent Occasion the full and just Sum of Five Hundred Pagodas (500) Current Money of Madras payable on or before the 19th day of April in the Same Year with Interest at the Rate of 12 p Cent p Annum; Drawn by Coopen Conecoply of Ullaporum.—

(Signed)
Narrain Reddy

Witnesses
Yavallapon &
Chinna Vencata Reddy

A True Translation as near as can be from the Original Ma-

Hy Dudley

To all People to whom these Presents shall Come Grea-
ting Whereas Keevalour Narrain Reddy in and by one Bond or
Obligation Bearing date the Nineteenth day of February which
was in the Year of our Lord One Thousand Seven Hundred and
Seventy Six became bound unto Manumbadu Chengleroy Moode-
lear in the full and just Sum of Five Hundred Pagodas Condi-
tioned to be paid on or before the Nineteenth day of April in
the aforesaid Year with Interest at the Rate of Twelve per Cent
pr Annum as by the said Bond and Condition thereof may
appear — And whereas there is now due upon the same Bond
the Sum of Five Hundred and Sixty Pagodas for the Principal
and Interest of and upon the same Bond Now Know ye
that the said Manumbadu Chengleroy Moodelear for a Valu-
able Consideration to him in hand paid by Pascall Druem
of Madras Inhabitant at or before the Sealing and delivery
of this Presents the Receipt whereof he the said Manum-
badu Chengleroy Moodelear Doth hereby Acknowledge,
He the said Manumbadu Chengleroy Moodelear Hath as-
signed and Setover and by these Presents Doth Assign and
Setover unto the said Pascall Druem the said Recited Bond
and the Money or Amount Principal or Interest thereupon
due and Owing and which may become due thereon and
all his Right and Interest of in and to the same and
Every part thereof and the said Manumbadu Chengleroy
Moodelear for the Consideration
Constituted

1777

93

make Constitute and Appoint the said Pascall Druem his
Executors and Administrators his true, and Lawfull Attorney
and Attornies Irrevocable for him and in his Name and in
the name and names of his Executors and Administrators
but for the Sole and Proper use and benefit of the said Pas-
cull Druem his Executors Administrators and Assigns
to ask Require Demand and Receive of the said Narrain
Reddy his Heirs Executors and Administrators the Money
Due and to become due on the said Bond and on non Pay-
ment thereof he the said Pascal Druem his Heirs Executors
and Administrators to Sue for and Recover the same and
on Payment thereof to deliver up the said Bond and give
Sufficient Releases and Discharges therefore and one or more
Attorney or Attornies under him to Constitute and, whatsoever
the said Pascal Druem or his Attorney or Attornies unde him
shall Lawfully do in the Premises the said Manumbadu
Chengleroy Moodelear doth hereby allow and affirm; and
the said Manumbadu Chengleroy Moodelear doth Covenant
with the said Pascal Druem that he the said Manumbadu
Chengleroy Moodelear hath not Received, nor will Receive,
the said Money due or to become due on the said Bond or any
part thereof Neither shall or will Release or Discharge the
same or any part thereof, but will own and allow of all
Lawfull Proceedings for Recovery thereof he the said Pascall
Druem Saving the said Manumbadu Chengleroy Moodelear,
Harmless of and from any Costs that may happen to him

thereby In Witness Whereof the said Manumbada Chengleroy Moodelear hath hereunto Set his Hand and Sealin Madras this fourteenth day of February One Thousand Seven Hundred and Seventy Seven.

Signed Sealed and Delivered

Where no Stampt Paper is to behad in the Presence.

Manumbado Chengleroy

Mayor's Court at Madraspatnam

Tuesday the 25th day of February

[illegible] Domini 1777

Present

Andrew Majendie Esquire Mayor

George Smith George Proctor &

Benjamin Roebuck Aldermen

Between Manumbadoo Chengleroy Moodelear by his Attorney Pascall Druem of Madras Inhabitant Complainant and Narrain Reddy of Hewaloor Inhabitant within the Districts of Poonamallee Defendant

The Defendant [illegible] ledging the Just[illegible]

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 Five Hundred and Sixty Pagodas (Pag.s 560.—) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Hur

Filed the 18th Dec.r 1776

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator David Young of Madras Merchant that Francis Rolleston a Captain in the Service of his Highness the Nabob of Arcott Stands Indebted unto Your Orator in the full and just Sum of Three Thousand Six Hundred and Seventy Nine Pagodas Seventeen fanams and twenty two Cash Current Money of Madras Making in Serling Money of Great Britain at the Rate of Eight Shilling for every Pagoda and fifteen Shilling or thereabouts Being the Amount Principal of a Bond or Obligation given and granted unto your Orator by the said Francis Rolleston dated the twenty Second day of November in this present Year of our Lord One Thousand Seven Hundred and Seventy Six which said Bond is in Your Orators Possession and Ready to be produced before this Hon.ble Court if required and your further Sheweth that he hath frequently and

of three Thousand Six Hundred and Seventy Nine Pagodas Seventeen fanams and twenty two Cash from the said Francis Rolleston —

But now so it is May it Please this Honble Court the said Francis Rolleston Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief Such as to this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Francis Rolleston may upon his Corporal Oath a full true direct and perfect Answer Make to all and Singular the Matters and things herein before Setforth and alledged as fully truely and Effectually to all Intents and Purposes as if the same were here again Repeated And Particularly Interrogated and that he May be Decree to Pay unto your Orator the aforesaid Sum of Three Thousand Six Hundred and Seventy Nine Pagodas Seventeen fanams and twenty two Cash together with all Such Interest as now is or shall hereafter become due thereon as all Costs of this Suit

May it Please this Honble Court to Cause the said Francis Rolleston to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble prefixed and Appointed then and this to Answer this Your Orator's Bill of Complaint and further to Stand

by such Order and Decree therein as to this Honble Court shall Seem Meet

Wy Du Puy
Atty Compl^t

15th Decr 1776 —

This Bill was shown to me in the Days of Adjournment let Summons & Warr^t of Arrest issue the Complainant taking Oath to the Justness of his debt and that he has reason to be here the Defendant will depart from the Jurisdiction of the Court upon hearing this Bill is filed against him —

John Turing
Mayor

Mayor's Court at Madraspatnam

Tuesday the 25th day of February Anno Domini 1777 —

Present

Andrew Majendie Esquire Mayor
George Smith George Proctor &
Benjamin Roebuck Aldermen

Between David Young of Madras Merchant Complainant and Francis Rolleston a Captain in the Service of his Highness the Nabob of Arcott Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's

Complainants Bill which he has Neglected doing This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Thousand Six Hundred and Seventy Nine Pagodas Seventeen fanams and Twenty two Cash / Pag.s 3679 17 22 / together with all such Interest as now is or Shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Hur

Filed 11th Novr 1776

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

Humbly Complaining Sheweth unto this Hon'ble Court your Orator Denis Phillippus Calender of Madras Merchant, That, Joseph De Latour of the same place Inhabitant, Stands Indebted unto Your Orator in the full and just Sum of Five Hundred and Thirty Two Pagodas Twenty Fanams and Twenty Two Cash, Current Money of Madras, making in Sterling Money of Great Britain, at the rate of Eight Shilling for every Pagoda, the Sum of Two Hundred and Thirteen Pounds Seven Shillings and Ten Pence, or thereabouts, as will more fully and at large appear by an Account Current hereunto Annexed for the Inspection of this Hon'ble Court to which Your Orator most humbly Refers and

Crays that 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 payment of the said Sum of Five Hundred and Thirty Two Pagodas Twenty Fanams and Twenty Two Cash

But now so it is, and may it please this Hon'ble Court the said Joseph De Latour Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a general Relief such as to this Hon'ble Court shall appear agreeable to Equity and good Conscience To the End therefore, that the said Joseph De Latour may upon his Corporal Oath full, true, direct and perfect Answer make to all and Singular the matters and things herein before set forth and alledged, as fully truely, and Effectually, to all intentes and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Five Hundred and Thirty Two Pagodas Twenty fanams and Twenty Two Cash which all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon'ble Court to Cause the said Joseph De Latour to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Hon'ble Court at a Certain time and Place to be by this Hon'ble Court prefixed and Appointed then and thereto Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall Seem Meet

Dan Shaw
Att.y for the Complt

(206)

Dr. M.r Joseph De Latour in Account Curr.t

1770 Sept.r	14			
	29 To Cash lent you this day	100	—	—
1772 March	5 To 200 Balls of Chocolat	6	2	16
1773 Sept.r	2 To a Jar of Broad 5 Dollars Exchange @ 8/6 Dollars per Pago	3	26	5
1774 October	1 To Amount of Sundry Goods Consigned you	161	—	—
	18 To — Ditto — Ditto	50	—	—
	To Amount of Sundry Goods Consigned You	100	—	—
	762 Patches of Chints delivered you to be sold at Pondichy	272	33	—
Nov.r	17 To Cash paid to the Watch maker for Mending your Clock	12	—	—
Dec.r	18 To Ditto paid to M.r De Latour out of Cuendican's Assignment	2	—	—
1775 April	7 To half a Dozen Packs of playing Cards @ 1/8 Pago p.r Dozen	50	—	—
	29 To M.r Bourgine received by him at Cuddalore	—	29	15
February	20 To M.r Bourgine received by him at Cuddalore	16	25	46
March	4 To Ditto lent you this day	12	—	—
October	7 To — Ditto — Ditto	20	—	—
	5 To my half Share of a Letting Drawn at Captain Bourgh	60	—	—
Sept.r	16 To Interest on the above Sums at 8 p.r Cent p.r Annum	11	—	—
		993	25	26

Pagodas 100 — — — 5 years 11 Months 19 days — 47.32
5.2.10 — 4 — 5 — 15 — 1.24.28
3.26.5 — 4 — 5 — 15 — 1.2.6
141 — — 3 — — — 13 — 34.20.19
30 — — — 1 — 11 — 15 — 7.26.[illegible]
100 — — — 1 — 10 — 27 — 15.16.[illegible]
375.33 — — 1 — 10 — 20 — 57.16.[illegible]
18 — — — 1 — 10 — 28 — 1.33 —
2 — — — 1 — 9 — 27 — 12.60
50 — — — 1 — 9 — 20 — 7.13.57
2.15.16 — 1 — 8 — — — 3.75
16.25.46 — 1 — 8 — 17 — 2.14.63
42 — — — 1 — 4 — 24 — 4.15.64
20 — — — 1 — 4 — 11 — 2.5.76
60 — — — 1 — 7 — 8 — 5.13.10
11 — — — — 11 — 10 — — 36.11 — 190.27.10

Pagodas — 1185.27.11

(207)

With M.r Denis Phillipsens Calender — Contra — Cr.

1771 June	14 13. By Cash Received on Account	80	—	—
1773 Decem.r	15. By a Silver Watch	20	—	—
1774 May	4 By — Ditto	80	—	—
October	31. By an Assignment of Cuendicaun's	230	—	—
1775 February	19 By a Clock	35	—	—
August	3. By a Gold repeating Watch	70	—	—
1776 April	23 By Cash received on Account	35	—	—
June	21. By Ditto Received of Jacobcaun on Account of a Bugaut bill	45	22	40
		565	22	40
Sept.r	16 By Interest on the above Sums @ 8 p.r Cent p.r Annum			

Pagodas — 80 — — — 5 years 3 Months 2 Days — 21.8.64
20 — — — 2 — 9 — — — 4 — 19.28
80 — — — 2 — 4 — 11 — 13 — 5.20
230 — — — 1 — 10 — 15 — 36 — 31.64
35 — — — 1 — 6 — 27 — 3 — 43.9
70 — — — 1 — 1 — 12 — 6 — 11 — —
70 — — — 1 — 4 — 23 — 1 — 6.48
35 — — — 1 — 4 — 25 — — 37.32 — 87.30.15

653.7.55

By Balance Due to me — 532.20.22

Pagodas 1185.27.11

1st November 1776 —
Excepted
Phillipsens Calender

Mayor's Court at Madraspatnam

Tuesday the 25th day of February Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Smith George Proctor &
Benjamin Roebuck Aldermen

Between Denis Phillippus Calender of Madras Merchant Complainant, and Joseph De Latour of the same place Inhabitant Defendant

It Appearing by the Recourds of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five Hundred and thirty Two Pagodas Twenty fanams and Twenty Two Cash (Pags 532 20 22) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

A Cur

Filed the 1st March 1777

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator David Knox at Present at Madras Merchant That Bandana Eyepah Owner of the Vessell called Doney Vancatasherloo, now at Anchor in Madras Road Stands Indebted unto Your Orator in the full and Just Sum of One Hundred and five Pagodas Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty two Pounds As will morefully and at large Appear by an Account hereunto Annexed fo the Inspection of this Honble Court And which Your Orator Prays may be Admitted as part of this his Bill of Complaint And your Orator further Sheweth unto this Honorable Court that he hath frequently and in an Amicable Manner Requested Payment from the said Bandana Eyepah of the said Sum of One Hundred and five Pagodas.

But now so it is may it Please this Honorable Court the said Bandana Eyepah Obstinately and wilfully Refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Bandana Eyepah may upon his Corporal Oath full true Direct and perfect Answer Make to all and Singular the Matters and things herein before Setforth and Alledged as fully truly and

and Effectually to all Intents and purposes as if the same was
here Again Repeated and Particularly Interrogated and that
may be Decreed to Pay unto Your Orator the aforesaid Sum of
One Hundred and five Pagodas with all such Interest as
is or shall hereafter become due thereon also all Cost of this Suit

May it Please this Honble Court to Cause the
Bandana Eyepah to be Summoned and Required by the Sheriff of
Fort Saint George Town of Madrasspatnam and the Districts
Personally to be and appear before this Honble Court at such
and place to be by this Honble Court Prefixed and Appointed
and then to Answer this Your Orator's Bill of Complaint
and further to stand to and abide by such Order and Decree
as to this Honble Court shall Seem Meet

Jno Sykes
[illegible]

28th February 1777
This Bill was Shewn to me in the Days of
adjournment and the Complainant having Sworn
to the Justness of his Demand and that he has
reason to believe the Defendant would Depart
from the Jurisdiction of this Honble Court if
a Summon was to be Served on him let a Summon
returnable Immediately and Warrant of Arrest
Issue thereon

Andrew Majendie
Mayor

Dr Bandana Eyepah in Acct Current with David Knox

To Cash in full for freight	115.22		By Freight for 2170 Mds Rice from Bengal to Madras	115.22
To Difficiency of Rice 210 Mds at 1 Pagoda for bag	105		By Ballanadee	105
Pagodas	220.22		Pagodas	220.22

Madras 28th February 1777
Errors Excepted

Mayor's Court at Madrasspatnam

Tuesdy the 4th day of March Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Savage George Proctor &
Alexr Brodie Aldermen

Between David Knox at Present at Madras Merchant Complainant and Bandana Eyepah Owner of the Vessell called Doney Vancatashertoo now at Anchor in Madras Road Defendt

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 One Hundred and fifty Pagodas (Pags 150) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Hur

Filed the 2d Decr 1776

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Chengamah Chitty by his Attorney
Pascal Drouen of Madras Inhabitant That Gruapah Naick
of Nimmangalam Inhabitant within the Districts of Madras
Stands Indebted unto Your Orator in the full and Just Sum of
Seventy Pagodas and Nineteen fanams Current Money of
Madras Making in Sterling Money of Greate Britain
at the Rate of Eight Shillings for Every Pagoda the Sum of
Twenty eight Pounds and Four Shillings or thereabouts as
will more fully and at large Appear by an Account Current
an Assignment or Transfer with a power of Attorney 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 and Your Orator further Sheweth unto this Honble
Court that he hath frequently and in an Amicable Manner
Requested Payment from the said Gruapah Naick of the said
Sum of Seventy Pagodas and Nineteen fanams

But now so dis May it Please this Honble
Court the said Gruapah Naick Obstinately and wilfully
Refuses to Pay the same or to give Your Orator any Manner of Satis-
faction Touching the premises Your Orator therefore prays a
General Relief such as to this Honble Court shall Appear
Agreeable to Equity and good Con-

that the said Gruapah Naick may up his Corporal Oath full
true Direct and Perfect Answer make to all and Singular the
matters and things herein before Setforth and Alledged as fully
truely and Effectually to all Intents and Purposes as if the same
were hereagain Repeated and Particularly Interrogated and that
he may be Decreed to Pay unto Your Orator the aforesaid Sum
of Seventy Pagodas and Nineteen fanams together with all such
Interest as now is or Shall hereafter become Due thereon also
all Costs of this Suit

May it Please this Honble Court to Cause
the said Gruapah Naick to be Summoned and Required by
the Sheriff of Fort Saint George Town of Madraspatnam
and the Districts thereof Personally to be and appear before
this Honble Court at a Certain time and Place to be by this
Honble Court Prefixed and Appointed then and thereto
Answer this Your Orator's Bill of Complaint and further
to Stand to and abide by such Order and Decree therein as
to this Honble Court Shall Seem Meet

Hy Dupuy

Atty Complainant

Dr Gnapah Naick in Account Current with Chenganah Chy

1758			Pd	S	D
Nov.	26	To 1 Woman Wearing Peark Jewell	5	-	-
		To 1 Gold Ear Ring	1	22	
		To Do	1	22	
		To Do	1	22	
		To 1 Pair Do	1	22	
		To 1 Pair women Ear Jewell		8	
		To Do	1	22	
		To Do	1	22	
		To 1 Chain	1	11	-
			12	-	-
			28	33	
1776 Dec.	3	To Interest on Pag. 28.33 from the 26th Nov. 1758 to this Day is 18 Years 37 Days @ 8 P Cent	41	36	
		Pagodas	70	0	-

Fort St. George 3d December 1776
Errors Excepted
P Gnapah Naick

To all People to whom these presents shall Come Greeting
Whereas Gnapah Naick of Sriveengatum Inhabitant within the Districts of Madras in the Ballance of an Account Current herein Date the third Day of December in the Year of our Lord One Thousand Seven hundred and Seventy Six Stands Indebted unto Chenganah Chitty of Madras Merchant in the Sum of Seventy Pagodas Now Know ye that the said Chenganah Chitty for Valuable Consideration to him in hand paid by Pascal Drewm the same Then Inhabitant of

of these Presents the Receipt whereof he the said Chenganah Chitty Doth hereby Acknowledge He the said Chinganah Chitty Hath assigned and setover and by these Presents Doth assign and setover unto the said Pascal Drewm the said Account Current and the money or Amount Principal and Interest thereupon Due and Owing and which may becom Due thereon and all his Right and Interest of in and to the same and Every part thereof and the said Chenganah Chitty for the Consideration aforesaid hath made Constituted and Appointed and by these Present Doth make Constitute and Appoint the said Pascal Drewm his Executors and Administrators his true and Law full Attorney and Attornies Irrevocable for him and in his Name and in Name and Names of his Executors and Administrators but for the Sole and Proper Use and benefit of the said Pascal Drewm his Executors Administrators and Assigns to ask Require Demand and Recieve of the said Gnapahe Naick his Heirs Executors and Administrators the Money Due and to become Due on the said Account Current and on non payment thereof he the said Pascal Drewm his Heirs Executors and Administrators to sue for Recover and Receive the same and on Payment thereof to Deliver up the said Account Current and give Sufficient Release and Discharges therefore and One or More Attorney or Attornies under him to Constitute and Whatsoever the said Pascal Drewm or his Attorney or Attornais under him shall Lawfully do in the Premenses the said Chenganah Chitty doth hereby Allow and assume and the said Chenganah Chitty doth Covenant with the said Pascal Drewm that he the said Chenganah Chitty hath not Received nor will Receive the said Money Due or to become Due on the said Ballance of the said Account Current or any part thereof

thereof neither shall or will Release or Discharge the same or any part thereof but well own and allow of all Lawfull Proceedings for Recovery thereof he the said Pascal Druem Saving the said Chengamah Chitty harmless of and from any Costs that may happen to him thereby —

In Witness whereof the said Chengamah Chitty hath hereunto Set his hands and Seal in Madras this third day of Decemble in the Yeare of Our Lord One thousand Seven hundred and Seventy Six —

[illegible] — (L.S.)

Signed Sealed and Delivered where no Stampt Paper is to be had In the Presence of —

[illegible]

[illegible]

Mayor's Court at Madraspatnam

Tuesday the 4th day of March Anno Domini 1777 —

Present

Andrew Majendie Esquire Mayor

George Savage George Proctor &

Alexr Brodie Aldermen

Between Chengamah Chitty by his attorney Pascal Druem of Madras Inhabitant Compl.t and Gruapah Naich of Nunnan galum Inhabitant within the

Districts of Madras Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth According by Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Seventy Pagodas and Nineteen fanams (Pags. 70. 19 —) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

[illegible]

Filed the 6th Jany 1771 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Mylapoor Baull Chitty by his Atty Pascal Druem of Madras Inhabitant that Carany Narrain Moodelly of the Same Place Inhabitant unto Your Orator in the full and just Sum of One hundred and Eight Pagodas and Twenty Seven fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty three Pounds and Nine Shillings or thereabouts as Does more particularly and at large Appear by an Account Current and also by Copy of the Translate of a Bond or Obligation given and grated unto the said Carany Narrain Moodelly Dated the

Eighteenth day of August which was in the year of Our Lord One Thousand Seven hundred and Seventy Six hereunto Annexed for the Inspection of this Honble Court both which your Orator prays may be Admitted as part of this his Bill of Complaint and whereas your Orator hath frequently and in an Amicable Manner Requested Payment from the said Carany Narrain Moodelly of the said Sum of One hundred and Eight Pag^s and Twenty Seven fanams.

But now so it is May it Please this Honble Court the said Carany Narraina Moodelly Obstinately and Wilfully Refuses to Pay the same or to give Your Orator any Manner of Satisfaction Touching the premises Your Orator further prays a general Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Carany Narraina Moodelly may upon his Corporal Oath full true Direct and Perfect Answer make to all and singular the matters and things herein before Setforth and Alledged as fully truely and effectually to all Intents and Purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to Pay unto your Orator the aforesaid Sum of One hundred and Eight Pagodas and Twenty Seven fanams together with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Carany Narraina Moodelly to be Summoned and Required by the Sheriff of Fort Saint George Town of Mad[illegible]

And the Districts thereof Personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed then and thereto Answer this Your Orators Bill of Complaint and further to Stand to and Abide by Such Order and Decree therein as to this Honble Court Shall Seem Meet

Hy Du Pui
Atty Compl^t

Dr. Carany Narraina Moodelly in Acct. Current with Myelapoor Baull Chitty Cr.

			Pg^s	F^s	C^s				Pg^s	F^s	C^s
1776 Aug^t	18th	To the Amount Principal of your Bond to me of this day	118	22	—	1776 Sept^r	5th	By Cash Received	10	—	—
							13	By — D^o — D^o	3	22	—
									13	22	—
1777 Jan^y	3^d	To Interest on D^o from the 18th August 1776 to this Day is 4 Months	4	—	—	1777 Jan^y	3^d	By Interest to this day @ 9 p^r C^t			
								On Pag^s 10. for 3.28 m d @ D^o 13			
								3 22 3.20 @ D^o 4	—	17	—
									13	39	—
								By Ballance	108	27	—
		Pagodas	122	22	—			Pagodas	122	22	—

Fort St. George 3^d January 1777 —
Errors Excepted
[illegible]

Madras 18th August 1776 —

I Carancy Narraina Moodelly Do hereby Acknowledge to have Received of Myelapoor Baull

Chitty On My Urgent Occasion the full and Just Sum of One Hundred and Eight Pagodas and Twenty Two fanams Current Money of Madras which Sum Payable on Demand with Interest at the Rate of Nine per Cent p Annum Drawn by Veepliam Veerashapah by the Consent and Knowledge of Tennanoor Sanapah and Uppiah Chitty

Witnesses

Tennanoor Sanapah &
Uppiah Chitty

The Mark of W. Carany
Narrainu Moodelly

A True Translation as Near as Can be from the Original Malaber Language

My Dubay
Mity Compt

To all People to whom these Presents Shall come Greeting Whereas Carany Narrainu Moodelly of Madras Inhabitant in and by one Bond or Obligation Bearing date the Eighteenth day of August which was in the Year of Our Lord One Thousand Seven hundred and Seventy Six became bound to Myelapoor Ball Chitty of the Same place Inhabitant in the full and Just Sum of One hundred and Eighteen Pagodas and Twenty Four fanams Condition to be paid on Demand with Interest at the Rate of Nine per Cent per Annum as by the said Bond and Condition thereof may Appear And whereas there was Due upon the same Bond the Sum of One hundred and Eight Pagodas and Twenty Seven fanams for the Principal and Interest of and upon the said Bond Now Know ye that the said Myelapoor Ball Chitty for and in

him in hand paid by Pascal Druem of Madras Inhabitant at or before the Sealing and Delivery of these Presents the Receipt where of he the Said Myelapoor Baull Chitty Doth hereby Acknowledge He the said Myelapoor Ball Chitty Hath assigned and setover and by these Presents Doth assign and setover unto the said Pascal Druem the said Bond or Obligation and the Money in Amount Principal and Interest thereupon Due and Owing and which may become Due thereon and all his Right and Interest of in and to the same and Every part thereof and the said Myelapoor Baull Chitty for the Consideration aforesaid hath made Constituted and Appointed and by this Present Doth make Constitute and Appoint the said Pascal Druem his Executors and Administrators his true and Lawfull Attorney or Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the Sole and proper Use and Benefit of the said Pascal Druem his Executors Administrator and Assigns to Ask Require Demand and Receive of the said Carany Narrainu Moodelly his Heirs Executors and Administrators the Money Due and to become Due on the said Bond or Obligation and on Non payment thereof he the said Pascal Druem his Heirs Executors and Administrators to Sue for and Recover the same and on Payment thereof to Deliver up the said Bond or Obligation and give Sufficient Releases and Discharges therefore and one or more Attorney or Attornies under him to Constitute and whatsoever the said Pascal Druem or his Attorney or Attornies under him shall Lawfully do in the Premises the said Myelapoor Baull Chitty Doth hereby

hereby allow and Affirm And the said Myelapoor Baull Chitty doth covenant with the said Pascal Druem that he the said Myelapoor Baull Chitty hath not Received nor will Receive the said Money Due or to become Due on the said Ballance of the said Bond or Obligation or any part thereof neither shall or will Release or Discharge the same or Any part thereof but will own and Allow of all Lawfull Proceedings for Recovery thereof he the said Pascal Druem Saving the said Myelapoor Baull Chitty harmless of and from Any Costs that may happen to him thereby.

In Witness whereof the said Myelapoor Baull Chitty hath hereunt Set his hands and Seal in Madras this Sixth Day of January in the Year of Our Lord One Thousand Seven hundred and Seventy Seven

Signed Sealed and Delivered
Whereno Stampt Paper is to be had
In the Presence of

Mayor's Court at
Madraspatnam

Tuesday the 4th day of March
Anno Domini 1777
Present
Andrew Majendie Esquire Mayor
George Savage
Alexr Brodie
George Proctore &
Aldermen

Between Myelapoor Baull
Chitty by his

of Madras Inhabitant Complainant and Carany Narraina Moodelly of the Same Place Inhabitant Defendant

It Appearing by the Recourds of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Eight Pagodas and Seventy Seven fanams (Pagrs 108. 27.—) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Huz

Filed the 23d Jany 1777

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Candapah Moodelly by his Attorney Narcissus Rodrigues of Madras Inhabitant that Sooba Royen of the Same Place Inhabitant Stands Indebted unto Your Orator in the full and just Sum of Three Hundred and two Pagodas Current Money of Madras making in Sterling Money of Greate Britain at the

the Rate of Eight Shillings for every Pagoda the Sum of Six Hundred and twenty Pounds and Sixteen Shillings or thereabouts Being the Amount Principal of a Mortgage Bond given and granted unto Your Orator by the said Sooba Royen Bearing date the Eleventh day of September which was in the Year of our Lord One Thousand Seven Hundred and Seventy Six a Translation of which is hereto annexed for the Inspection of this Honble Court and your Orator prays the same may be admitted as part of this his Bill of Complaint And whereas your Orator frequently and in an Amicable Manner Requested Satisfaction of the said Sum of Three hundred and Two Pagodas from the said Sooba Royen

But now so it is May it Please this Honble Court the said Sooba Royen Obstinately and Contemptuously Refuses to pay the Same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief Such as to this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Sooba Royen may upon his Corporal Oath & full true direct and perfect answer Make to all and Singular the Matters and things herein before Set forth and alledged as fully to Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to

Orator the aforesaid Sum of Three Hundred and two Pag^s with all Such Interest as now is or which shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Sooba Royen to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such order and Decree therein as to this Honble Court shall Seem Meet

Hy Dubois
Att^y Compl^t

22^d January 1777

This Bill was Shewn to me in the days of adjournment &d Summons & Warrant of Arrest issue the Complainants Att^y taking Oath to the justness of his demand and that he has Reasons to believe the Defendant will depart from the Jurisdiction of this Court upon hearing this Bill was filed against him

Andrew Majendie
Mayor

At
11 September 1776

I Sooba Royen Son of Nuegambala Tanapah Modelly do give this Mortgage Bond to Cundapah Modelly Son of Amaramputa Coopana Modeliar that is to Say on my urgent occasion Borrowed and Received of him the full and just Sum of Three Hundred and Two Pagodas /302/ Current Money of Madras for which Sum I have Mortgaged my Property

Property a Village Called Nergamballe Bounby my Shares of
garden and Tella Pools thereof and Condabimmah to be paid on
or before the Tenth of January 1777 with Interest at the Rate
of 12 ℔ Cent ℔ Annum Undefault of which, he to be Sued
in the Mayors Court, and put up at Auction the aforesaid pro-
perties and Satisfy himself his Debt Then Voluntarily
give this Mortgage Bonds Bearer by Sadaum gapatter
Chettumbalam Vatier

Witnesses
Ally Mootu Chetty
&
Maryapah Vatteur

Pd signed Sooba Royen

A Literal Translation as Near as Can be from the Original
Malabar Language

Hy Dadley
Atty Supt

To all People to whom these Presents shall come Greeting
Whereas Sooba Royen of Madras Inhabitant is and by one Mort-
gage Bond Bearing date the Eleventh day of September which
was in the Year of Our Lord One Thousand Seven Hundred and Sixty
Six became bound to Condapah Moodelly of the same place Inha-
bitant in the full and just Sum of Nine Hundred and Ten Pagodas
Conditioned to be paid on or before the Tenth day of January One
Thousand Seven Hundred and Seventy Seven with Interest at
the Rate of Twelve per Annum as by the said Mortgage Bond
and Condition thereof May appear Now Know ye that
the said Condapah Moodelly for Valuable Consider-

him in hand paid by Narcissus Rodrigues of Madras Inhabitant
at or before the Sealing and Delivery of these presents the Receipt
whereof he the said Condapah Moodelly Doth hereby Acknowledge
He the Said Condapah Moodelly hath Assigned and Setover and
by these Presents Doth Assign and Setover unto the said Nar-
cissus Rodrigues the said Mortgage Bond and the money or
Amount Principal and Interest thereupon Due and owing
and which may become due thereon and all his Right and
Interest of in and to the Same and Every part thereof and the
said Condapah Moodelly for the Consideration aforesaid
hath made Constituted and Appointed and by these Presents
Doth make Constitute and Appoint the said Narcissus Ro-
drigues his Executors and Administrators his true and Law-
full Attorney and Attornies Irrevocable for him and in his
name and in the Name and Names of his Executors and
Administrators, but for the Sole and Proper Use and Benefit
of the said Narcissus Rodrigues his Executors Administrators
and Assigns to ask Require Demand and Receive of the said
Sooba Royen his Heirs Executors and Administrators the Money
due and become due on the said Mortgage Bond and on Non
payment thereof he the said Narcissus Rodrigues his Heirs
Executors and Administrators to Sue for and Recover the Same
and on Payment thereof to deliver up the said Mortgage Bond
and give Sufficient Releases and Discharges therefore and on
or More Attorney or Attornies under him to Constitute and
whatever the said Narcissus Rodrigues or his Attor Attornies
Under

Under him shall Lawfully do in the Premises the said Candapah Moodelly doth Covenant with the said Narcissus Rodrigues that he the said Candapah Moodelly hath not received nor will receive the said Money due or to become due on the said Mortgage Bond or any part thereof Neither shall or will Releases or discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for Recovery thereof he the said Narcissus Rodrigues Saving the said Candapah Moodelly's Harmless of and from any Costs that may happen to him thereby In Witness whereof the said Candapah Moodelly hath hereunto Set his hand and Seal in Madras this Twenty first day of January One Thousand Seven Hundred and Seventy Seven.

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

Emanuel L. Anderson
Josh. D'Silva

Mayor's Court at Madraspatnam

Tuesday the 4th day of March Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Savage
Alexr. Brodie
George Proctor &c
Aldermen

Between Candapah Moodelly by his Att...

of Madras Inhabitant Complt and Sooba Royen of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Hundred and Two Pagodas (Pags. 302.-.-) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Hur

Filed the 1st July 1776

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ovanes Nazaret of Madras Armenian, Merchant, That Chekelly Maur Chitty of Madras Aforesaid, Inhabitant, Stands Indebted unto Your Orator in the full and Just Sum of Nine Hundred Pagodas, Current Money of Madras, Making in Sterling Money of Greate Britain, at the Rate of Eight Shilling for every

every Pagoda, the Sum of Three Hundred and Sixty Pounds
For that Whereas the said Chekelly Maur Chitty being in
Need Your Orator did Lend unto him the said Sum of Nine
Hundred Pagodas and the said Chekelly Maur Chitty there
upon Gave and Granted unto Your Orator a Bond or Writing
Obligatory in the Mallabar Language, bearing Date the
Eighteenth day of November which was in the Year of Our
Lord One Thousand Seven Hundred and Twenty Five Importing
that he had Borrowed and Received of Your Orator the said
Sum of Nine Hundred Pagodas and that as a Security for
the Payment of the said Sum he had Mortgaged or Pledged
one House Bill of Sale and Twenty Five Corge and one half
of a Corge of Sundy Piece Goods and which said Sum was
to be paid unto Your Orator on the Thirtieth day of May last
with Interest thereon at the Rate of Eight p Cent per annum
as will more fully and at large Appear by a Translate of
the said Bond or Writing Obligatory hereunto Annexed for
the Inspection of this Honble Court, Marked Letter A to
which Your Orator most humbly Refers and Prays that
the same may be Admitted as part of this his Bill of
Complaint, the Original being in Your Orator's Possession
ready to be produced to this Honble Court when
Required — And Your Orator further Sheweth unto this
Honble Court that the said Chekelly Maur Chitty after
having delivered unto Your Orator the said Piece Goods
Specified in the said Writing Obligatory he gave unto Your
Orator an Acknowledgement

Mallabar Language, bearing date the said Eighteenth day of November
in the said Year One Thousand Seven hundred and Twenty Five,
wherein He declares that the said Piece Goods were not delivered
unto Your Orator but that he would deliver them into Your
Orator's Possession on the Thirtieth day of January following as
will more fully and at large Appear by a Translate of the said
Paper Writing hereunto Annexed for the Inspection of this Honble
Court Marked Letter B, to which Your Orator most humbly Re-
fers and prays that the same may be Admitted as a further part
of this his Bill of Complaint — And Your Orator further Sheweth
unto this Honble Court that he hath often and in a friendly man-
ner Applyed to the said Chekelly Maur Chitty and Requested
of him to deliver into Your Orator's Possession the said Piece Goods
but which the said Chekelly Maur Chitty under Cloak of Various
Frivolous and Vague Excuses hath Obstinately and wilfully
hitherto Neglected doing wherefore your Orator hath not the
Security of his Money which the said Chekelly Maur Chitty had
Promised in the Manner as aforesaid to give unto your Orator and
your Orator hath further in an Amicable and Friendly way Fre-
quently Requested of the said Chekelly Maur Chitty the Payment
of the said Sum of Nine Hundred Pagodas. But now so it
is and may it please this Honble Court the said Chekelly Maur
Chitty Obstinately and wilfully refuses to pay the same or to give
your Orator any Manner of Satisfaction touching the Premises
your Orator prays a General Relief such as to this Honble
Court shall appear Agreable to Equity and good Conscience.
To the End therefore, that the said Chekelly Maur Chitty
may upon his Corporal Oath full, true, direct and perfect An-
swer make to all and Singular the matters and things herein

intents and purposes as if the same were here again Repeated and Cir-
cularly Interrogated and that he may be Decreed to pay unto Your
Orator the aforesaid Sum of Nine Hundred Pagodas with all such
Interest as now is or shall hereafter become Due thereon also all
Costs of this Suit

May it Please this Honble Court to Cause the said
Cheketty Maur Chitty to be Summoned and Required by the Sheriff
of Fort Saint George Town of Madraspatnam and the Districts
thereof Personally to be and appear before this Honble Court at a
Certain time and Place to be by this Honble Court Prefixed and Ap-
pointed, then and there to Answer this your Orators Bill of Com-
plaint and further to stand to and abide by such Order and Decree
therein as to this Honble Court Shall Seem Meet.

Dan. Shaw
Atty for the Compt.

A

18th November 1775.

I Cheketty Maur Chitty of Madras do hereby Grant this
Mortgage Bond to Cja Avanes Nazarat of the same Place Inha-
bitant in Need Therefore Pledge with you One House Bill of Sale
5 Corges of Basquembas given to be printed to Mast. William
Jungamayen Compleatly finished 6½ Corges of Palampores
of 5 Cubits Long 10 Corges of Palampores of 3 Cubits Long
Bond given to be printed to Cdumpankum Nainar and
4 Corges of Nackelothes, making in all 25½ Corges and Bond
of You thereon 900 Pagodas which Sum with the Interest the
after the Rate of 8 p Cent p Annum from
the 30th May 1776, and

On which I promise to pay the Land Customs, and other Charges,
and put you in Charge of them — Drawn by Annogam

Witnesses
Sheven
Cornapen

/Signed/ Cheketty Maur Chitty.

A True Translate as near as can be taken from
the Original in the Mallabar Language by Annucapah
Sworn Court Interpreter

Dan. Shaw
Atty for the Compt.

B

18th November 1775

I Cheketty Maur Chitty of Madras do hereby Grant
this Agreement to Cja Avanes Nazarat of the same Place
That is to say, This Day I the Goods given to be Printed at Sy-
dapettah and Cdumpaurkum being 25½ Corges which I
Mortgaged to You, I promise to put You in Charge of them,
after paying the Land Customs, and for Chanking and Blea-
ching, and which shall be on the 30th January in the Year
1776 when you will have possession of them — thus I have
Voluntarily Given you this Agreement Drawn by An-
nogam

Witnesses
Nallatomby
Gruvapen

/Signed/ Cheketty Maur Chitty

A True Translate as near as can be taken
from the Original in the Mallabar Language by Connucopah
Sworn Court Interpreter

Dan Shaw
Atty Compt

Mayor's Court at Madraspatnam

Tuesday the 4th day of March Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Savage George Proctor &
Alexr. Brodie Aldermen

Between Ovanes Nazaret of Madras Armenian, Merchant Complainant and Chekelly Maur Chitty of Madras Aforesaid Inhabitant Defendant

It Appearing by the Recourds of this Court that the time Limited in his Majesty's Charter is Elapsed from the Return of the Warrant of Sequestration issued against the Defendant's Effects And that the Defendant hath not made any appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Nine Hundred Pagodas (Pags. 900 — —) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Hur

Filed the 7th Jany 1777

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator George Savage of Fort Saint George Merchant that Gundavady Vencata Sammy Chitty of Madras Merchant Stands justly and truely indebted unto Your Orator in the full and just Sum of Two Thousand five hundred and Ninety Eight Pagodas and Twenty two Fanams Current Money of Madras Making in Sterling money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of One Thousand and thirty Nine Pounds and Eight Shillings as will Morefully and at large appear by the Ballance of an Account Current Arrising upon a Mortgage Bond bearing date the thirteenth day of August in the Year of our Lord One Thousand Seven hundred and Seventy Six under the Hand of the said Gundavady Vencata Sammy Chitty which said Account Current and a Copy of a Mortagage Bond is hereunto Annexed for the inspection of this Honble Court which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint And Whereas Your Orator hath frequently and in an Amicable Manner requested payment from the said Gundavady Vencata Sammy Chitty of the Said Sum of Two Thousand five Hundred and Ninety Eight Pagodas and twenty two Fanams

But now so it is and May it please this Honble

Honble Court the said Gundavady Vencata Sammy Chitty Ob-
-tinately and Wilfully Refuses to pay the Same or to Give Your
Orator any Manner of Satisfaction Touching the Premises Your
Orator therefore prays a general Relief such as to this Honble
Court shall Appear Agreeable to Equity and good Conscience To
the End therefore that the said Gundavady Vencata Sammy
Chitty may upon his Corporal Oath full true direct and perfect
Answer Make to all and Singular the Matters and things here
Before Setforth and Alledged as full truly and effectually to
all Intents and Purposes as if the same were here again Repea-
-ted and particularly Interrogated and that he may be Decreed
to Pay unto Your Orator the aforesaid Sum of two Thousand
five hundred and Ninety Eight Pagodas and twenty two fanos
with all such Interest as now is or shall hereafter become
due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the
said Gundavady Vencata Sammy Chitty to be Summoned and re-
quired by the Sheriff of Fort Saint George Town of Madrasapatnam
and the districts thereof Personally to be and Appear before this
Honble Court at a Certain time and Place to be by this Honble Court
prefixed and Appointed then and thereto Answer this Your Orator's
Bill of Complaint and further to Stand to and Abide by such
Order and Decree thereon as to this Honble Court Shall Seem Meet

Chas. Bromley
Atty Complainant

I Gundavady Vencata Sam-
-boo Chitty for and in Considera-
-tion of the Sum of four [illegible] as to me in hand paid by George
Savage Esqr. the Receipt whereof is [illegible] by Acknowledged hath transfered
Mortgaged and Assigned and doth hereby transfer Mortgage and Assigned
unto him the said George Savage Esqr. a House and Ground belonging
to my Brother Gundavady Pettomboo Chitty Measuring in length
from East to West on the North side Seventy Seven feet and on the
South side Seventy Six feet and in Breadth from North to South Sixty
two feet which premises are Situated at Pedda Naicks Pettahin Govendapa
Naick's Street between the Houses of Goverdanadoss Vertey doss and Borah
Vencatapatty also another piece of Ground Situated in Vencaty Ramah Street
measuring in Front one hundred and thirty Seven feet and a quarter and
in Depth Eighty five making in all Eleven Thousand Six hundred
and Sixty Six Square feet belonging to my Father (Gundavetty Vencata
Ramah) for which I have Delivered two Bills of Sale To have and to
hold the said House and Ground with all appurtenances now belong-
-ing to the same unto the said George Savage Esqr. his Heirs Executors
Administrators and Assigns provided nevertheless that if the Expira-
-tion of four Months from the date hereof the abovementioned Sum
of four Thousand Pagodas with the Interest of the Same after the rate
of Ten pCent pAnnum shall be well and truely paid unto the said
abovenamed George Savage Esqr. his heirs Executors Administrators and
Assigns then and immediately upon Such payment I the said Gundavady
Vencata Sammy Chitty my heirs Executors Administrators or Assigns
shall and may Repossess the above Mortgaged Premises But in case the
said Sum of Four Thousand Pagodas with the Interest due thereon or any
part thereof shall remain due and unpaid after the time above limited
the Same having been first Lawfully demanded It is hereby Agreed
that

that the ...
or Assigns ...
abovementio...
Such Sale, sha... ...in the aforesaid Sum of Four Thou-
sand Pagodas, with ... Interest due thereon Returning the Com-
plainants the said Gundavady Vencata Sammy Chitty his Heirs
Executors Administrators or Assigns In Witness whereof
I have hereunto Set my hand and Seal in Fort St. George this
fourteenth Day of August one Thousand Seven hundred and Seventy

Signed & Delivered
in the presence of
Pundley Naganah
Tayapa...

Signed
Gundavady Sammy Chitty

...ested to be a true Copy by me
Chas. Bromley
Atty Compt.

Dr. Gundavady Vencata Sammy Chitty in Acct. Current with Geo. Savage Cr.

1776 Aug. 13th	To a Bond under this date	40...	1776 Aug. 13th	By Cash Received	1500	-
	To Interest on Pas. 4000 from 13th Augt. 1776 to 5th Jany. 1777 is 4 Months & 22 Days at 10 p Cent	157 28		By Interest on Pas. 1500 from 13th August 1776 to 5th Jany. 1777 is 4 Months & 22 Days at 10 p Cent	59	6
	Pagodas	4157 28		By Ballance	2598	22
				Pagodas	4157	28

Fort St. George 5th January 1777
Errors Excepted
Geo. Savage

Mayor's Court at Madraspatnam

Tuesday the 4th day of March Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Savage George Proctor &
Alexr. Brodie Aldermen

Between George Savage of Fort Saint George Merchant Complainant and Gundavady Vencata Sammy Chitty of Madras Merchant Defendant

It Appearing by the Recourds of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Thousand five Hundred and Ninety Eight Pagodas and Twenty two fanams (Pags. 2598. 22.-) together with all Such Interest as now is or shall herefater become Due thereon untill full Payment is made also all Costs of this Suit

Pr. Cur.

Filed the 25th Nov.r 1776

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Ampanambadoor Ponnambalam duly by his Attorney George Forster of Fort Saint George Merchant that Irepalacan Rangapah of Madras Merchant stands justly indebted unto your Orator in the full and just Sum of Two Hundred and twenty One Pagodas thirty one fanams and forty Cash Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Eight Pounds and fourteen Shillings as doth fully and at large Appear by the Translate of a Bond or Writing Obligatory bearing date the first Day of August in the present Year of our Lord One Thousand Seven Hundred and seventy six under the Hand of the said Irepalacan Rangapah, an Assignment whereof for thereof with a power of Attorney hereunto annexed for the inspection of this Honble Court and which your Orator prays may be deemed as part of this your Orators Bill of Complaint and Whereas your Orator hath frequently Demanded and required Payment from the said Irepalacan Rangapah of the said Sum of two Hundred and Seventy one Pagodas and thirty one fanams and forty Cash

But now so it is and may it please this Honble Court the said Irepalacan Rangapah Obstinately and wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises your Orator

a General Relief such as to this Honble Court shall Appear agreeable to Equity and good Conscience To the End therefore that the said Irepalacan Rangapah may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and alledged as fully truly and effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated And that he may be Decreed to pay unto your Orator the aforesaid Sum of Two Hundred and Seventy One Pagodas thirty one fanams and forty Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Irepalacan Rangapah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Precincts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and by such Order and Decree therein as to this Honble Court shall seem Meet

Chas. Boomley
Atty Compt.

Madras 1st August 1776.

I Irepalacan Rangapah do give this Mortgage Obligation to Ampanambadoor Ponnambalam Moodelly on my Honest Accession Have Mortgaged the Bill of Sale of my House and the Bill of Sale of the Ground Situated at Irepalacan upon Mortgaging the said Premises Have Borrowed and Received of him the

full and just Sum of Two Hundred and Seventy one and three Quarter Star Pagodas Current Money of Madras which I do promise to pay on or before the thirtieth Day of October Next with such Interest as shall or may become due thereon at the rate of Twelve p Cent p Annum in default of payment You are hereby impowered to Sell the said Mortgage and Receive the money &c as given this with my Consent Witnesses Pottoor Doraisamy Chitty and Sunnaveeka peramen Naindu pillah by their knowledge Drawn by Nadengoondoom Vindapah

Witnesses (Signed)

Pottoor Dauraisamy Chitty
Ninakapellah

(Signed) Irupalaeam Rangapah

A True Translation as near as can be from the Original Malabar Language by Davy Nauk Sworn Interpreter

Chas. Brooker
Mayr Court

To all People to whom these Presents shall come Irupalaeam Rangapah of Madras Merchant sending Whereas upon a Bond or Writing Obligatory in the Malabar Language bearing date the first Day of August in the present Year of our Lord One Thousand Seven Hundred and Seventy Seven for the Principal Sum of Two Hundred and Seventy one Pagodas thirty or Fanams and forty Cash and Interest Stands indebted unto Streeparambadoor Ponnambala Modelly of Madras aforesaid Merchant Now know ye that the said Streeparambadoor Ponnambala Modelly for a valuable Consideration to him in hand paid by George Forster of Fort Saint George Merchant

Delivery hereof the Receipt whereof he the said Streeparambadoor Ponnambala Modelly doth hereby Acknowledge He the said Streeparambadoor Ponnambala Modelly Hath Assigned Transferred and Set over and by these Presents Doth Assign Transfer and Set over unto the said George Forster the said Bond or Writing Obligatory and the Money or Amount Principal of the said Bond or Writing Obligatory and the Interest thereupon now due and Owing or which may at any time hereafter become due thereon And all his Right Title and Interest of in and to the same and every part thereof And the said Streeparambadoor Ponnambala Modelly for the Consideration aforesaid Hath made Constituted and appointed and by these Presents Doth make Constitute and appoint the said George Forster his Executors or Administrators his true and lawfull Attorney and Attorneys Irrevocable for him and in his Name or in the Name or Names of his Executors or Administrators but for the Sole and proper Use and Benefit of the said George Forster his Executors Administrators or Assigns to Ask Require Demand and Receive of the said Irupalaeam Rangapah his Heirs Executors or Administrators the Money now due or to become due on the said Bond or Writing Obligatory and on non payment thereof he the said George Forster his Heirs Executors or Administrators to Sue for and Recover the same And on payment thereof to Deliver up and Cancel the said Bond or Writing Obligatory and give Sufficient Releases and Discharges therefore and one or more Attorney or Attorneys under him to make Constitute and appoint And whatsoever the said George Forster or his Attorney or Attorneys under him shall lawfully do in the premises the said Streeparambadoor Ponnambala Modelly doth hereby Ratify Allow and Confirm And the said Streeparambadoor Ponnambala Modelly doth hereby Covenant with the said George Forster That he the said Streeparambadoor Ponnambala

Ponnambala Moodelly hath not received nor will receive the Mony so due or hereafter to become due on the said Bond or Writing Obligatory or any part thereof Neither shall or will Release or Discharge the same or any part thereof but will own and allow of all lawfull proceedings for the Recovery thereof he the said George Fructor saving the said Streeparambadoor Ponnambala Moodelly harmless of and from any Costs that may happen to him thereby In Witness whereof the said Streeparambadoor Ponnambala Moodelly hath hereunto Set his Hand and Seal in Madras aforesaid this Seventy fifth Day of November in the Year of our Lord One Thousand Seven Hundred and Seventy Six

Signed Sealed and Delivered in the Presence of

[illegible]

M. Ponnambalum (L.S.)

Mayor's Court at Madraspatnam

Tuesday the 11th day of March Anno Domini 1777

Present

Andrew Majendie Esquire Mayor

John Turing James Call and George Fructor Aldermen

Between Streeparambadoor Ponnambala Moodelly by his Attorney

George Merchant Complainant and Trepalacan Rangapah of Madras Merchant Defendant

It Appearing by the Recourds of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant Shall pay unto the Complainant the full and Just Sum of Two Hundred and Seventy One Pagodas thirty one fanams and Forty Cash (Pags 271-31-40) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is mad also all Costs of this Suit

Vide

Filed 14th Jany 1777

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator George Lord Pigot Baron Pigot of Patsull in the Kingdom of Ireland Baronet of Great Britain and Member in the Present Parliament for the Town Bridgenorth

That whereas Your Orator being by Commission granted by the Honble the Court of Directors for the management of the Affairs of the United Company of Merchants of England trading to the East Indies nominated and Appointed Governor of Fort Saint George and President of the Council of the said Place as will more fully and at large appear by a Copy of the Commission of Government in Your Orators

Orators Possession and ready to be produced when required That Your
Orator did conformably and by Virtue of the said Commission
Nomination and Appointment Sett out and depart from England
to take possession and Charge of the said Government and Presiden-
cy of Fort Saint George where Your Orator did on or about the [illegible]
day of December in the Year of Our Lord One Thousand Seven Hundred
and Seventy five arrive, and did in consequence of the of the Authorities
and Powers in the said Commission granted and Specified take
possession and Charge of the said Town of Fort Saint George afore-
said and Assume and take the place of President of the Council
aforesaid and did Continue in possession and Charge of the said Town
and Fort of Fort Saint George and, as President of the said Council
untill the Twenty fourth day of August which was in the Year of
Our Lord One Thousand Seven Hundred and Seventy six, when Your
Orator Sheweth that going in his Chaise Accompanied by James
Stuart a Colonel in the Service of the said United Company about
the hours of Eigth in the Evening of the said Twenty fourth day of
August on his way from the Fort or Fort Saint George aforesaid to
the Companys Garden about one Mile distant from the said
Fort on his way on the high Road was by James Edingtoun Ad-
jutant General of the Troops in the said Companys Service to-
ther with other Men Armed with Muskets and other Weapons of
Offence by force and Arms Sett upon Assaulted and Seized the said
James Edington holding in his hand a Drawn Sword and did by
force and Arms Vistently ill treat and Assault Your Orator by
presenting and placing himself Armed in the manner Aforesaid
together with the said Armed men before the Horses of Your Ora-
tors Chaise thereby Stopping and presenting Your Orator from
going on in his said Chaise And the [illegible]

so Continue to Assault and ill treat Your Orator by forcibly and Violently
in the manner aforesaid preventing and hindering Your Orator from
going on in his Chaise untill Your Orator by Certain of the Armed Men
aiding and Assisting the Said James Edingtoun as aforesaid was by force
and Arms and Violence Compelled and forced to go out of the said Chaise
and untill Your Orator was again further forcibly and Violently compelled
to enter into a Certain Charist belonging to Paul Benfield, in the Civel
Service of the said Company which said Charist had been previously
placed and prepared by the said James Edington or by and with
his knowledge privity and Consent for the Violent, Malicious and
illegal purpose and Design of Seizing upon Your Orator by force
and Arms with Intent that Your Orator might be delivered Over
and put into the Custody of the Armed Person or Persons, to be by them
Conveyed a Prisoner to Saint Thomas's Mount a place about Nine
Miles distant from the said Fort of Fort Saint George unto which
said place of Saint Thomas's Mount Your Orator Sheweth he was
by force and Arms Violently and illegally forced and Compelled
to go in the said Charriet of the said Paul Benfield by the said Ar-
med Men Aiding and Assisting the said James Edington as
aforesaid where Your Orator hath Since remained a Prisoner in the
House and in the Custody of Mathew Horne a Major in the said
Companys Service

Your Orator further Sheweth that about midnight of
the Twenty Seventh day of August aforesaid Your Orator then being
and remaining a Prisoner in the Charge and Custody of the said
Mathew Horne, the said James Edington Accompanied by Certain
Armed Men and by force and Arms and Violence be sett surround
and enter the House of the said Mathew Horne and did by force and
Arms

Arms Assault the Person of Your Orator thereby putting Your Ora-
tor (who had before been deprived of any Arms) under the Neces-
sity of making a Resistance at the hazard of his Life, and the
said James Edington did also forcibly Attempt by and with the Assis-
tance of the said Armed Men to Seize the Person of Your Orator
with the Intent and purpose to carry and Convey Your Orator or
to have Your Orator forcibly Carried and Conveyed to some distant
place the Knowledge of which Your Orator did in vain demand
of the said James Edington but he refusing to give Your Orator that
Satisfaction such his Refusal did increase Your Orators Suspicion
that the place Intended was somewhere without the limits pre-
scribed for the functions of the Royal Charter, or in which the
Authority thereof for the relief of Your Orator might and pro-
bably would be rendered doubtful, if not abortive with the re-
demption of Your Orator from such Captivity which Violence
and Force [illegible] used by the said James Edington, Your Orator the-
fore [illegible] to have been done and perpetrated with the In-
tent of an abduction and Kidnapping of Your Orator together
with the further intents of Continuing the imprisonment of
Your Orator in such distant place and thereby the more ef-
fectually depriving Your Orator of the Benefit of the Laws
of his Country and a Communication with or assistance from
his Family Friends and Fellow Citizens to the danger of his
Your Orators Health if not of his Safety.

Your Orator further Sheweth that in Consequence
of the aforesaid Assault and Seizure of Your Orators Person by
the said James Edington and other illegal and unwarranted
Acts of the said James Edington Your [illegible]

this time continue and remain a Prisoner under the Charge of the
said Mathew Horne and doth also suffer and Sustain other Injuries
to the great Damage and detriment of Your Orator, and against the
Peace of Our, Sovereing Lord the King.

Wherefore Your Orator Saith he is injured by the said
James Edington and hath damage to the Amount of Fifty
Thousand Pounds and therefore Your Orator bringeth this his
Action and Suit

To the End therefore that the said James Edington
may a full true direct and perfect Answer make to all, and Sin-
gular the Matters and things herein before Settforth and al-
ledged and that he may be Decreed to pay unto Your Orator
the aforesaid Sum of Fifty Thousand Pounds together with
all Costs of Suit

May it Please this Honble Court to Cause
the said James Edingtonn to be Summoned and required by
the Sheriff of Fort Saint George Town of Madraspatnam and
the districts thereof personally to be and appear before this
Honble Court at a Certain time and place to be by this Hono-
rable Court prefixed and appointed then and there to Answer
this Your Orator's Bill of Complaint and further to Stand
to and abide by such further Order and Decree therein as
to this Honorable Court shall seem Meet

H^y DuPuy
Wm Sedgley
Att^ys Compl^t

Filed 14th Jany 1777-

George Lord Pigot maketh Oath and saith that on or about Saturday the 24th of August last past, going in his Chaise accompanied by James Stuart a Colonel in the Honble East India Company's Service on the right of the said day on his way from the Fort of Fort Saint George to the Company's Garden about One Mile distant from the said Fort, was by James Eidingtown Adjutant General in the said Service, together with other Armed Men by Force & Violence set upon Assaulted & Ill treated, the said James Eidingtown holding in his hand a drawn Sword &c by Force of Arms & Violence assault this deponent by placing himself armed in the aforesaid manner before the Horses of the said Chaise, thereby preventing this Deponent from proceeding in his said Chaise, during which time this deponent was by the other Armed Men aforesaid forcibly compelled to enter a Chariot belonging to Paul Benfield which this deponent hath been informed and doth verily believe was placed & prepared by and with the knowledge, privity & consent of the said James Eidingtown — This Deponent further saith that being thus forcibly compelled to enter into the said Chariot, he was by Force & Arms alleged to continue therein untill the said Chariot did arrive and stope at St Thomas's Mount at the House of Matthew Horne Major of Artillery in the said Service, into whose Charge this deponent was delivered as a Prisoner, and in whose Custody this deponent doth at this time Actually & Bodily

This deponent further saith that about Midnight of the Twenty Seventh of August last past, this deponent still remaining & remaining a Prisoner under the Charge & Custody of the said Matthew Horne, the said James Eidingtown accompanied by certain Armed Men did [illegible]

of the said Matthew Horne & did forcibly attempt by & with the assistance of the Armed Men aforesaid to seize the Person of this deponent in order as this deponent doth verily believe to convey this Deponent to some place without the Jurisdiction of this Court

Lastly this deponent saith that he hath been informed & doth verily believe that the said James Eidingtown is immediately about to depart from the Jurisdiction of this Honble Court whereby this deponent will be injured and will sustain great damage.

Pigot

Sworn to before me
this 13th day of January 1777-
George Proctor
Alderman

Filed the 21st Jany 1777-

The Demurrer of James Eidingtown Esquire Adjutant General in the Service of the Honble the United English East India Company on the Coast of Coromandel in the East Indies Defendant to the Bill of Complaint of George Lord Pigot Complainant

The said Defendant by Protestation not Confessing or Acknowledging all or any the Matters or things in the Complainants said Bill of Complaint to be true in such sort manner and form, as the same are therein and thereby set forth and alledged for Answer to the said Complainants Bill of Complaint, this Defendant doth Demur and for Cause of Demurrer Says &c

says, that having been Charged by the Complainant in his Bill of Complaint with an intention of Abduction and Kidnapping Words that convey the Idea of Felony and of Course improper to be brought before this Honble Court and therefore the said Defendant cannot with propriety to himself and the Cause before the Honble Court make Answer to the said Bill of Complaint until these Ambiguous and Scandalous Expressions are Expunged and ejected out of the Proceedings now before this Honble Court, for it is impossible and that he the Defendant ought not to discover or Setforth any matter or thing whereby he may impeach or accuse himself of any Offence or Crime for which he may Suffer Corporal Punishment or be grievously fined and therefore, and for divers other good Causes of Demurrer in the Complainants said Bill of his own Showing appearing this said Defendant doth Demur thereunto and humbly Demands the Judgment of this Honble Court whether he shall be compelled to put in any further or other Answer to the said Bill and humbly Prays to be hence Dismissed with his reasonable Costs in this behalf most wrongfully Sustained.

Chas Bromley

Jno Sykes

Attys for the Defendant

Filed the 28th Jany 1777

The Joinder of George Lord Pigot Complainant to the Demurrer of James Eidingtoun Adjutant General in the Service of the United Company of Merchants of England trading to the East Indies Defendant

The said Complainant saith that notwithstanding any thing alledged by the Defendant in his said Demurrer his Bill of Complaint against the said Defendant ought not to be dismissed for the Many treffling and Evasive pleas made use of by the said Defendant in order to sett aside the just and legal Action of the said Complainant

Complainant for the Complainant saith that the said Bill doth contain sufficient Matter in the Law for him to maintain his said Action, which he is ready to [illegible]

For which reasons the Complainant saith that the said Demurrer is very litigious and seems introduced merely with a design to delay and impede the Justice of this Honorable Court. the Complainant therefore prays that the said Demurrer may be Dismissed with exemplary Costs and that the Defendant may be put upon his Answer

Sly Dub[illegible]

Atty Compl[illegible]

Wm Sedgley

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th day of March Anno Domini 1777.

Present

Andrew Majendie Esquire Mayor

John Turing James Call and

George Proctor Aldermen

George Lord Pigot

vers

James Eidingtoun

Bill with an Affidavit annexed Read

Demurrer Read

Joinder Read

The Demurrer and Jounder Coming on to be Argued and Determined this Day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill with an Affidavit annexed, The Demurrer, The Joinder On Hearing the Pleadings made use of by the Attornies for the Complainant the Attornies for the Defendant declines Pleading for the Reasons already Assigned upon the Minutes and the Court having had due Consideration thereon are of Opinion that the Pleas made use of by the Defendant in his Demurrer are insufficient to Bar the present Action — This Court doth therefore think fit to Order and doth Accordingly Order that the Demurrer be thrown with Costs and that the Defendant be put upon his Answer

Filed 14th Jany 1777

To the Honble the Mayor
Court at Madraspatna

Humbly Complaining Sheweth unto
Honble Court Your Orator George Lord Pigot Baron Pigot of Patent
Kingdom of Ireland Baronet of Great Britain and Member
present Parliament for the Town of Bridgnorth

That whereas Your Orator being by Commissions
by the Honble the Court of Directors for managing the Affairs of the
United Company of Merchants of England trading to the East Indies
nominated and appointed Governor of Fort Saint George and President
of the Council, which will more fully appear by a Copy of the Commis-
sion of Government in Your Orators Possession and ready to be pro-
duced when required. That Your Orator did conformably and by
Virtue of the said Commission nomination and Appointment
out and depart from England to take possession and Charge of
said Government and Presidency of Fort Saint George when Your
Orator did on or about the Ninth day of December in the Year of
Lord One Thousand Seven Hundred and Seventy Five arrive, and
in consequence of the Authorities and Powers in the said Commission
ted and Specified take possession and Charge of the said Town of
Saint George aforesaid and assume and take the place of President
the Council aforesaid and did continue in possession and Charge of
said Town and Fort of Fort Saint George and as President of the
Council, untill the Twenty fourth Day of August last past, and
Your Orator Sheweth on the said Twenty fourth day of August last
being in the Peace of Our Sovereign Lord the King about the hour
of eight at Night, going out

Saint George and intending to Sup with his Family and Friends
as his Usual Custom was at the House known by the name of the
Company's Garden House which is about the distance of a Mile
from the said Fort accompanyed by James Stuart Colonel in the
Service of the said United Company and the first of that Rank on this
Coast of Coromandel, who had also before by the Orders of Your Orator
as President and the other legal Members of the Council of Fort Saint
George been duly appointed to Act as and in the Room and stead
of the Commander en Chief of the Forces of the said Company on this
Coast, and had accordingly in compliance with the said Orders ac-
cepted of and Acted in such Capacity by a due Attendance upon
Your Orator and his Council in the Council Chamber and other ways
receiving Orders from them, for the dispatch and further ance of which
Orders or of some of them he the said Colonel James Stuart did at that
instant (and indeed on his own Motion) Accompany Your
Orator with intention as Your Orator belived and on a promise
of honour as Your Orator understood to proceed to the House aforesaid
for the purpose of dispatching from thence to the Subordinate
Settlements and out Garrisions some publick Orders which had
been duly communicated to him the said Colonel James Stuart
as Acting Commender in Chief and which had been given out and
published in the usual Form to the Garrison of Fort Saint George
on the proceeding day to With the Twenty third of August, which
Orders Your Orator verily and in good faith firmly trusted and
belived that it was the purpose and intention of the said Colonel
James Stuart to dispatch or to is dispatched accordingly And
in that mind without knowing any evil or wicked design in
the said Colonel James Stuart, but on the Contrary fully re-
lying upon and trusting in the faith honor and fidelity of
the

the said Colonel James Stuart who were then in the Chaise with Your
tor and so proceeding to the House aforesaid, whilst they were sp
in some friendly and unreserved discourse which as your Ora
Remembers had relation to the Post or Office to which he the
Colonel James Stuart had been appointed in manner as afore
your Orator found himself suddenly & Violently by force
Arms Set upon Assaulted and Lugd in the high Road by the
James Stuart and by other Armed Men who had been plac
way by the Order knowledge privity or consent of the said
James Stuart at a Convenient distance behind the Gate
from the avenue to the said Road, and about the distance
quarters of a Mile from the Gate of the James Fort
which Stands without Fort Saint George aforesaid; when
Your Orator Sheweth that the said James Stuart Aided
assisted by the said Armed Men did by force and Arms
set upon and Assault Your Orator by Stopping the
Orator which some or One of the same Armed men under
sence and by the Order privity or Consent of the said
or some of those who had so set upon Your Orator and
so Aiding and assisting the said James Stuart did forc
deprive Your Orator of his Sword by drawing away the
who was behind Your Orators Chaise and held the same in
hands; He the said James Stuart and others his accom
in such and the like Manner and by such ways and mea
venting and hindering Your Orator from proceeding and g
in his said Chaise to the House aforesaid and did also forc
olently Assault and threaten

by forcibly and against his Will Compelling him Your Orator
to leave and go out of his said Chaise, He the said James Stuart at
the same time endeavoring to terrify and put Your Orator in
bodily fear of his Life did also menace and threaten Your Orator
by using these Words or Words to this purpose go out Sir. Meaning
that Your Orator should forthwith quit his Chaise, after which
your Orator Sheweth that he was again by force and Arms Violent-
ly Assaulted by the said James Stuart by being forced and Com-
pelled by Certain of the said Armed men who were aiding as-
sisting and abetting him the said James Stuart to go into and
into a Chariot belonging to Paul Benfield (one of the United
Companys Civil Servants) which had been placed and prepared
by the said James Stuart for the aforesaid illegal purpose and
design, & by and with his knowledge privity and Consent in con-
sequence of which said unjustifiable illegal and wicked contri-
vances doings and doings of the said James Stuart his Aiders
and Abettors, Your Orator was forcibly and Vidently carried away
by the said Armed Men in the said Chariot a Prisoner into a
place called Saint Thomas's Mount about Nine Miles distant
from the said Fort of Fort Saint George, where Your Orator was
again by and with the privity knowledge and Consent of the said
James Stuart by force and Arms Violently assaulted by the said
Armed Men Compelled to come out of the said Chariot and to
enter the House of Mathew Horne Major in the Service of the
said United Company and Commanding the principal Body
of their Artillery then and still Quartered at the said place of

Saint

Saint Thomas's Mount.

Your Orator further Sheweth that on the Twenty Sixth
Day of the said Month of August last past (Your Orator still at
time being and remaining a Prisoner in the House and under the
and Custody of the said Mathew Horne) at or about Midnight of
said day Your Orator was again by force and Arms and Violence
sorted ill treated and put in bodily fear of his Life by Certain Armed
who did be Sett surround and enter the House of the said Mathew
by the Orders Approval and Consent of the said James Stuart and
attempt to Seize and take the Person of Your Orator in Order to
and force Your Orator or to have Your Orator forcibly conveyed to
distance place the name of which Your Orator did in Vain
from the Officer who told Your Orator he was charged with
came to execute the Orders for the Removal of Your Orator, and
with the aforesaid Wicked and evil Intent and by the Orders
the said James Stuart did so Surround the House of the said
Mathew Horne in which Your Orator was there confined
Orator further Sheweth that the Aforesaid refusal from the
aforesaid did greatly encrease Your Orators Suspicion that
whether the Armed Men aforesaid by the Orders aforesaid
-ded to Convey Your Orator was somewhere without the
prescribed for the exercise of the functions of the Royal
or in which the Authority thereof for the relief of Your Orator
might and probably would be rendered doubtful, if not
in the redemption of Your Orator

Orator moreover Sheweth that the Violence and Force used by the Armed
men Aforesaid by the Orders aforesaid he Verily believes to have been
done and perpetrated with the Interest of an Abduction and kid-
mapping of Your Orator together with the further Intent of Con-
-tinuing the Imprisonment of Your Orator is such distant
place, and thereby the more effectually to deprive Your Orator
of the Benefit of the Laws of his Country and a Communica-
-tion with or Assistance from his Family Friends and Fellow
bitizens to the danger of Your Orator's health if not of his Safety
— Your Orator further sheweth that previous to the above evil
and Wicked Attempt Orders had been given to the said Major
Mathew Horne by Messrs George Stratton, Henry Brooke, Sir
Robert Fletcher, Charles Flayer, Archdale Palmer, Francis Jour-
-dan, and George Mackay to prevent all Communication between
Your Orator and his Friends and in particular Claud Russell Second
of Council, and further directing that in case of an Attempt to re-
-scue Your Orator his Your Orators Life must Answer it, which
Orders Your Orator Conceive and does verily believe were given
with the privity and Consent and approbation of, if not dictated
by the said Colonel James Stuart — And Your Orator further
Sheweth that these Orders have never Yet been Countermanded,
but on the Contrary that the said Major Mathew Horne does
still esteem them to continue in full force — Your Orator further
Sheweth that the said Colonel James Stuart does still continue
to act as Commander in Chief of the Forces of the said United
Company and that the said Major Mathew Horne is under his
immediate Orders whilst the Usurpation of the Powers of
Government

Government which at the time of Seizing upon and confining the
of your Orator took place still continue to be exercised by the
George Stratton, Henry Brooke Sir Robert Fletcher, Charles
Archdale Palmer, Francis Jourdan and George Mackay

And your Orator further Sheweth that he hath
the aforesaid Twenty fourth day of August last past Con
and doth at this Time continue and remain a Prisoner under
Charge and in the Custody of the said Mathew Horne at the
said place of Saint Thomas's Mount and doth Suffer a
tain other injuries to the great damage and detriment of
tor and against the Peace of our Sovereign Lord the King

Wherefore Your Orator Saith his is injured by
James Stuart and hath damage to the Amount of
Thousand Pounds and therefore Your Orator bringeth this
and Suit

To the End therefore that the said James
may or full true direct and perfect Answer make to
Singular the Matters and things therein before Settforth
alledged and that he may be Decreed to pay unto Your
the aforesaid Sum of Two Hundred Thousand Pounds
with all Costs of Suit

May it please this Honorable Court to
the said James Stuart to be Summoned and required by
Sheriff of Fort Saint George Town of Madras patnam
Districts thereof personally to be and
Court at a Certain time

125

perfixed and appointed then and there to Answer this Your Ora-
tors Bill of Complainant and further to Stand to and abide by
such further Order and Decree therein as to this Honble Court
Shall seem Meet

Hy Dupuy
Wm Sedgley } Attys Compl^ts

Filed 14th Jany 1777

George Lord Pigot maketh Oath & Saith that on or about
Saturday the 24th of August last past, going in his Chaise accompanied by
James Stuart a Colonel in the Honble East India Company's Service
& first of that Rank on the Coast of Choromandel, on the night of the
said day on his way from the Fort of Fort Saint George to the Company's
Garden about one Mile distant from the said Fort, was by the said
James Stuart, and other armed Men who were placed on the Road by
the Order knowledge Privity and Consent of the said James Stuart
suddenly & Violently Set upon, Assaulted & Seized, the said James
Stuart then and at that time stopping the Horses of this Deponent's
Chaise, whilst some of the Armed Men in the presence, & by the order,
knowledge & consent of the said James Stuart, did aid and assist the
said James Stuart, did forcibly deprive this Deponent of his Sword
by driving away the Servant who was behind this Deponents
Chaise, and which Servant at that time held this Deponents Sword
in his hands. This Deponent further saith, that the said James Stuart
and the other Armed Men his Accomplices did by the aforesaid means
hinder & prevent this Deponent from proceeding and going on in his said
Chaise, and did further Violently Assault, Threaten & Ill treat this Deponent

by forcibly and against this Deponents Will compelling this Deponent to leave & go out of his Chaise, He the said James Stuart at that time endeavouring to Terrify & put this Deponent in Bodily Fear of his Life by making use of threatening Words to this Deponent, or Words to this purpose & effect Go out Sir meaning thereby that this Deponent should forthwith quit his Chaise — And this Deponent further saith that the said James Stuart aided and assisted by the other Armed Men his assomplices did again by force & arms violently Assault & ill treat this Deponent by forcibly compelling this Deponent to enter a Chariot belonging to Paul Benfield, which had been placed & prepared by the said James Stuart or by and with his Knowledge Privity & Consent — This Deponent further saith that being thus forcibly & against his will compelled to enter the said Chariot, he was by force & arms obliged to continue therein untill the said Chariot did arrive and stop at Saint Thomas's Mount at the House of Mathew Horne a Major in the said East India Company's Service, where this Deponent was again by & with the knowledge privity & consent of the aforesaid James Stuart by force & arms Violently assaulted & compelled to enter the House of the said Mathew Horne into whose Charge this Deponent was delivered as a Prisoner, and in whose Custody this Deponent doth at this time continue and remain.

This Deponent further saith that about midnight of the 27th August this Deponent still at that time being & remaining a Prisoners in the House & under the Charge & Custody of the said Mathew Horne, this Deponent was again by force and arms violently assaulted ill treated & put in bodily fear of his Life by certain Armed

Men

men who did beset, surround, & enter the House of the said Mathew Horne the said Armed Men acting, as this Deponent doth verily believe, and hath been informed, by the Aiders, or by and with the Knowledge Privity & Consent of the said James Stuart, and this Deponent further saith that the said Armed Men in consequence of the Aiders aforesaid did attempt to seize and take the Person of this Deponent to some distant place, the Name of which this Deponent did in vain demand, from the Officer who told this Deponent he was charged with and came to execute the Aiders for the removal of this Deponent.

Lastly this Deponent saith, that he hath been informed and doth Verily believe that the aforesaid James Stuart is immediately about to depart from the Jurisdiction of this Honble Court whereby this Deponent will be injured & will sustain great Damage.

Pigot

Sworn to before me
this 13th day of January 1777
George Proctor
Alderman

Filed 21st Jany 1777

The Demurrer of James Stuart Esquire Colonel in the Service of the Honorable the United Company of Merchants of England

Trading to the East Indies on the
Coast of Coromandell Defendant
to the Bill of Complaint of George
Lord Pigot Complainant

The said Defendant by Protestation not Con-
fessing or acknowledging all or any of the matter or things in the
Complainants said Bill of Complaint to be true in such sort Man-
ner and form as the same are therein and thereby Set forth and alledged
for Answer to the said Complainants Bill of Complaint the Defen-
dant doth Demur and for Cause of Demurrer Says, that having been
Charged by the Complainant in his Bill of Complaint with an inten-
tion of feloniously Assaulting and Kidnapping the Complainant
Words and Meaning that convey the Idea of Felony and of Course
improper to be brought before this Honble Court and therefore the said
Defendant cannot with propriety to himself and the Cause before the
Honble Court make any Answer to the said Bill of Complaint un-
till those defamatory and illiberal expressions are expunged and
ejected out of the said Bill of Complaint of the said George Lord Pigot
now before this Honble Court and that he the Defendant might
not to discover or Set forth any Matter or thing whereby he the
said Defendant may impeach or accuse himself of any Of-
fence or Crime for which he may Suffer Corporal Punishment
or be grievously fined, and therefore and for diverse other good
Causes of Demurrer in the Complainants said Bill of this

Defendant Shewing appearing the said Defendant doth Demur there-
unto and humbly Demands the Judgment of this Honble Court,
whether he shall be Compelled to put in any Answer to the said
Bill of Complaint of the said George Lord Pigot and humbly
Prays to be hence Dismissed with his Reasonable Costs in this
behalf most Wrongfully Sustained.

Chas. Bromley

Jno. Sykes: 2.

Attorneys for the Defendant

Filed the 28th. January 1777.

The Joinder of George Lord
Pigot Complainant to the Demurrer
of James Stuart a Colonel in the Service
of the United Company of Merchants
of England trading to the East Indies
Defendant

The said Complainant Saith that Notwithstanding
any thing alledged by the Defendant in his said Demurrer his Bill
of Complaint against the said Defendant ought not be quashed
for the many trifling and evasive pleas Made use of by the Defendant
in his said Demurrer in Order to elude the just and legall de-
tion of the said Complainant, for he the said Complainant saith
that the said Bill doth contain sufficient Matter in the Law
for him to Maintain his said Action against the said Defendant,
and which he the said Complainant is Ready to verify. And the Com-
plainant further Saith that the Many pleas Made use of by

the Defendant in his said Demurrer are very weak and evasive and for Joinder unto the said Demurrer in respect of what the Defendant doth set forth to be Cause of Demurrer To Wit that having been Charged by the Complainant in his Bill of Complaint with an intention of felonously Assaulting and kidnapping this Complainants Words and Meaning that convey an Idea of felony and Course improper to be brought before this Honble Court and therefore cannot with propriety to himself and the Cause before this Honble Court Make any Answer unto the said Bill of Complaint untill these defamatory and elleberal expressions are expunged, and ejected out of the said Bill of Complainant this Complainant saith that there are no such Words in the said Bill of Complainant as felonously assaulting; the said Demurrer is therefore evidently designed to Mislead and impose upon this Honble Court by inserting Matter not contained in the said Bill of Complaint

For which reasons the Complainant Saith that the Demurrer is very letigious and introdused Merely with a Veiw to delay the Justice of this Honble Court the Complainant therefore prays that the said Demurrer may be dismessed with exemplary Costs and that the Defendant may be put upon his Answer

Hy Du Puy

Wm Sedgley

Attys for the Complainant

Extract from the Minutes of a Court Held at the Town Hall Tuesday the 11th Day of March Anno Domini 1777 —

Present

Andrew Majendie Esquire Mayor

John Turing James Call and

George Procton Aldermen

George Lord Pigot

vers

Col James Stuart

Bill with an Affidavit annexed Read

Demurrer Read

Joinder Read

This Demurrer and Joinder Coming unto be Argued and Determined this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with an Affidavit annexed, the Demurrer, the Joinder, On Hearing the Pleading made Use of by the Attornies for the Complainant the Attorneys for the Defendant declines, Pleading for the Reasons already Assigned on the Minutes and the Court having had due Consideration thereon are of Opinion that the Pleas made use of by the Defendant in his Demurrer are insufficient to Bar the present Action This Court doth therefore think fit to Order and doth Accordingly Order that the Demurrer be thrown out with Costs and that the Defendant be put upon his Answer

Filed the 14th Jany 1777

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Claud Russell of Madras That Whereas Your Orator being nominated constituted and appointed by the Honble the Court of Directors for managing the affairs of the United Company of Merchants of England trading to the East Indies to be one of their Council to the Presidency of Fort St. George Your Orator did conformably and by virtue of the said Nomination and Appointment sett out and depart from England to take his Place and Seal at the said Council and did arrive at the aforesaid Fort of Fort Saint George on or about the 19th day of December which was in the Year of our Lord One Thousand Seven hundred and Seventy five when Your Orator did take place and Seal as seventh of the said Council, and Your Orator sheweth that upon Suspension of George Stratton and Henry Brooke from the Service of the aforesaid Company Messrs Dawson and Whitehill having departed for Europe Your Orator did rise and become second of the said Council as as such was given out and reported in the General Orders of the said Fort of Fort Saint George and did continue to be and act as second in the said Council untill the 24th day

of the Month of August which was in the Year of Our Lord One Thousand Seven hundred and Seventy Six upon which day between eight and nine of the Clock at night, intelligean having been brought to the Governor's Garden House, where Your Orator at that time was that the Governor Lord Pigot had been carried off a Presoner to the Mount Your Orator did immediately go to the said Fort accompanied by John Maxwell Stone Esquire also a Member of the said Council, where when Your Orator arrived he found the Town in confusion and alarm and was told that the said George Stratton and Sir Robert Fletcher with others had taken possession of the Council Room, Your Orator sheweth that coming near the Parade, it being then Moon light, Your Orator observed many Officers and others assembled, as well Europeans as Black people. Your Orator also sheweth that some time after meeting, with the Fort Major Captain Robert Wood he informed Your Orator that George Strattan and Henry Brooke of are Named Sir Robert Fletcher Charles Floyer Archdale Palmer Francis Jourdin and George Mackay had declared themselves the Administration or Government and that he the said Capt. Wood had been sent a prisoner to the Main Guard for attempting to keep the Troops to their Duty. Your Orator sheweth that the Governor Lord Pigot having been seized and made a prisoner Your Orator saith that by the Constitution of the said Company the Command and Government of the said Fort did consequently devolve upon Your Orator And Your Orator did therefore order Lieutenant

Pendergast

Pendergast the Fort Adjutant togo to the Officer of the Main Guard Capt.n Adair and to tell him that it was the Orders of Your Orator the Governor being absent that his Men should immediately stand to their Arms but Your Orator being at that time near the Main Guard observing that the said Captain Adair hesitated upon receiving the said Orders Your Orator did himself go and repeated his Orders in person, apprizing him to reflect on the consequences of a refusal as in the absence of the Governor Lord Pigot, whose Guard he commanded, Your Orator became his Commanding Officer; Your Orator sheweth that the said Capt.n Adair still hesitating and muttering something about the Commander in Chief Your Orator questioned the said Capt.n Adair if he had received any contradictary Orders from the Commander in Chief and by whome such Orders were delivered, when the said Captain Adair answered in confused Manner he had received Orders from Colonel Stuart, Your Orator sheweth that during the aforesaid Matters a Board of Officers had assembled round Your Orator and upon Your Orator insisting that his Orders should be complied with Lieutenant Colonel James Edingtoun Adjutant General of the Troops of the said Company on this Coast of Choromandel and others came up to Your Orator making professions of Respect for Your Orators person, but recommended to Your Orator as most prudent to go home, thereby denying Your Orators Authority and aiding and abetting the other Officers and Soldiers and particularly the Captain of the Main Guard the said Captain Adair in their disobedience of Your Orators aforesaid Orders,

And Your Orator sheweth that he told the said James Edingtoun that his duty called him where he was or words to that Effect meaning and purport, Your Orator sheweth that in the mean while a great part of the Guard stood to their Arms and as Your Orator was advancing to go in front of them James Stuart a Colonel in the said Company's Service and at that time Commander in Chief came up to Your Orator in an angry and menacing Manner said to Your Orator you must go with me to Council or before Council or some Words to that Effect Meaning and purport, when Your Orator told him that he Your Orator was not under his Orders but that he Colonel Stuart was at that time under Your Orator's Orders, upon which the said James Stuart did by force and Arms Violently assault and seize Your Orator by forcibly and violently snatching and taking hold of Your Orator by the breast of his Coat at the same time calling out for Orderlies, Meaning certain armed Men and Soldiers attending upon and under the Orders of the said James Stuart, upon which Your Orator sheweth that sundry armed Men under the Orders and by the Orders of the said James Stuart did together with the said James Stuart by force and Arms Violently assault and seize Your Orator by forcibly holding Your Orator's Arms and also by force and Arms and Violence putting pushing dragging and compelling Your Orator to go away from the said Stand during which time Your Orator sheweth he did in vain call to Capt.n Adair the Captain of the Main Guard for Assistance, altho Your Orator observed that several of the Grenadiers did advance

from the Ranks, to waide Your Orator, upon which Your Orator
sheweth that the said James Stuart did go back and did violently by
menace and push back the said Grenadiers into the Ranks inti-
=mediating them with many Oaths and threats, after which the
said James Stuart did Return again and did again violently by
force and arms assault and seize Your Orator by forcibly taking
hold of Your Orator by the Wrist, at the same calling for an orderly
Serjeant who the said James Stuart did order to push Your Orator
behind. Your Orator sheweth that continuing to make all the
resistance in his Power Your Orator was by the said James Stuart
and other armed Men under his Orders by forcible arms and vi-
=olence dragged and pulled up the Stairs of the Fort House in the
said Fort Square to the Council Room, where Your Orator found
the aforesaid George Stratton Sir Robert Fletcher Henry Brooke
Charles Hoyer, Archdale Palmer Francis Jourdan and George
Mackay were sitting and one Henry Norris attending, after which
your Orator Sheweth that the said James Stuart did by force
and arms violently assault and seize Your Orator by taking hold
of Your Orator by the arm and forcibly leading Your Orator
further into the said Room, the said James Stuart did afterwards
that the Door of the said Room and addressing himself to the
aforesaid Persons said that he [meaning Your Orator] had
so strong an Arm that he was out of breath and must beg
time to recover it before he could explain the cause of Your Orator
being before them. Upon these Matters Your Orator re-
quired to know whether he was a Prisoner or not when Sir

Robert Fletcher or some other one of the aforesaid persons answered
that Your Orator was not a Prisoner, when (Your Orator) he was
going to retire out of the said Room, but Your Orator sheweth
that upon Your Orator opening the Door of the said Room the
said James Stuart came hastily up to Your Orator and did by
force and arms violently assault Your Orator by shutting the
door violently to, in order to prevent Your Orator from going
out of the said Room, & upon Your Orator representing the
injury of the said behaviour, the said James Stuart preten-
=ded by way of Excuse that he related to the Council (mea
=ning the aforesaid persons) what had passed, when the said
James Stuart dictated while Mr. Jourdan one of the aforena-
=med persons minuted a Declaration of Your Orator exciting
Meeting and related the Circumstances of his seizing Your
Orator with tollerable accuracy. Your Orator Sheweth
that when the said James Stuart had finished speaking
Mr. George Stratton one of the aforenamed persons asked what
your Orator had to say in Answer to which question Your
Orator answered that he denied their authority and would say
nothing or words to that Effect purport and meaning. Further
more Your Orator prayeth setforth that Mr. Mackay and Mr.
Jourdan did then go to the opposite side of the Table and after
some Conversation with Sir Robert Fletcher and Mr. Hoyer the
said Sir Robert did propose that before Your Orator should be
permitted to retire, that a Letter which would shortly be sent
to Your Orator might be read to Your Orator, where to Your

Orator did object, declaring that he would not listen to any thing at that Board whose authority Your Orator denied, upon which your Orator sheweth that the said George Stratton rising up did begin to read a paper which Your Orator believes was the Letter Mentioned by the said Sr. Robert Fletcher, but upon Your Orator declaring that he would not hear him, the said George Stratton did not proceed, the said Sir Robert Fletcher did then more that the contents should be told Your Orator, which the said George Stratton did then declare to be that they (the aforesaid persons) had suspended your Orator the Companys Service, upon which Orders were then given to the aforesaid James Stuart to declare the same immediately upon the parade, which orders the said James Stuart did immediately execute and Your Orator has in consequence thereof and, by the means and illegal behaviour of the said James Stuart in corrupting and seducing the Officers and Soldiers of the said Fort and exciting them to the disobedience of Your Orator's Orders and by wicked by and maliciously drawing them from their duty to acknowledge and obey the aforesaid George Stratton Henry Brooke Sr. Robert Fletcher Charles Floyer Archdale Palmer Francis Jourdan & George Mackey Your Orator hath from the aforesaid 24 day of August continued to be and remain suspended from his seat and place in the said Council and also to be deprived and divested of all the powers, authorities priviledges, emoluments, and advantages he is thereby justly and legally entitled unto and also to suffer and sustain sundy other injuries to the great detriment and damage of Your Orator and against

the peace of our Soveragn Lord the King.

Wherefore Your Orator saith he is injured by the said James Stuart and hath Damage to the Amount of forty thousand pounds and therefore Your Orator bringeth this his Action and Suit

To the End therefore that the said James Stuart, may a full true direct & perfect Answer make to all and singular the Matters and things herein before sett forth and alledged and that he may be decreed to pay unto Your Orator the aforesaid Sum of forty thousand Pounds together with all Costs of Suit

May it please this Honble Court to cause the said James Stuart to be summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be & appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to answer this Your Orator's Bill of Complaint and further to stand to and abide by such further Order and Decree therein as to this Honble Court shall seem Meet

Hy Dilley

Wm Sedgley
Attys Compl^t

Filed 14th Jany 1777

On Saturday the 24th Instant, between Eight and nine o Clock at Night, Intelligence having been brought to the Governor's Garden House where I then was, that Lord Pigot had been carried off a Prisoner to the Mount, I immediatly hastened to the Fort accompanied by J. M. Stone Esqr. where I found the Town in Confusion and was told that Mr. Stratton and Sir Robert Fletcher with others had taken Possession of the Council Room - On drawing Near the Parade it being Moonlight I observed it was Crowded with Officers and others as well Europians as Blacks - And a Number of Carriages at the Fort Square Gate - Meeting soon afterwards with the Fort Major, Captain Wood he informed me that those Gentlemen had declared themselves the Administration and that he had been sent to the Main Guard for endeavouring to keep the Troops to their Duty. - I then directed Lieutenant Pendergast the Fort Adjudant who had just joined us, to go to the Officer of the Main Guard, (Captain Adair) and tell him that it was my Orders in the Absence of Lord Pigot to have his Men Stand immediately to their Armes, but Observing that he (Captain Adair) hesitated I went myself to him and Repeated my Orders in person telling him that he should Reflect on the Consequence of a Refusal as in the Absence of Lord Pigot whose Guard he commanded, I must be considered his Commanding Officer He (Captain Adair) still hesitated and Muttering Something about the Commander in Chief, I asked him if he had Received any contradictory Orders from the Commander in Chief and by whom they were delivered Captain Adair Replick in a Confused Manner that

Colonel Stuart had delivered him orders - During this a Croud of Officers had assembled around Us and on my insisting with Captain Adair that my orders should be complied with Lieutenant Colonel Eidington, Adjudant General and Captain Barclay came up to me and with great Possession of Respect for my person Recommended to me as most prudent to go to my House - I told them my Duty called me where I was or Words to that Effects, and in the meanwhile whether by Captain Adairs order or not, I do not know Great part of the Guard Stood to their Arms, and as I was advancing to get in Front of them Colonel Stuart came up to me sumingly much Agitated, Saying you must go with me, to Council or before Council - My Answer was that I was not under his Orders, but that he at that time was under mine and that I should certainly not go where he directed or Words to that Effect - Colonel Stuart upon this seized me by the Breast of my Coat calling not for Orderlies - at the same time Lieut. Colonel Eidingtoun and Captain Barclay Each seized me by an Arm and these Gentlemen were, forcibly dragging me along when I colled to the Captain of the Main Guard for Assistance but in Vain, tho' I did observe several of the Grenadiers advance from the Ranks towards us which sumed to alarm Colonel Stuart so much that he quitted his Hold of me and rum back to push them into the Ranks with Oaths and Threats, after effecting this He (Colonel Stuart) Returned to assist Colonel Eidingtoun and Captain Bolelay, by laying hold of my Wrist and calling for an Orderly Serjeant to push me behind Continuing to make all the

Resistance

Resistance in my Power, I was by main Force Dragged by Colonel Stuart Lieut.t Colonel Eidingstoun and Captain Barclay with the assistance of the Orderly Serjeant, to the Council Room where was setting George Stratton Esq.r Sir Robert Fletcher, Francis Jourdan, George Mackay, Charles Hayes, Henry Berke and Archdale Palmer Esq.rs Mr. Henry Norris attending Colonel Stuard-led me by the Arm and Shutting the Door he addressed himself to the above Gentlemen saying that I had so strong an Arm that he was out of Breadth and must beg time to Recover it before he could explain the Cause of my being before them — upon this I required to know whether I was a Prisoner or not Sir Robert Fletcher I think it was he answered that I was not a Prisoner, And I was therefore going to retire, but upon Opening the Door Colonel Stuart turn up to me and flapped it to, upon my Representing the Indecency of this Behaviour to Mr Stratton, who seemed to be the Presedent — The Colonel pleaded in Excuse that he wished me to be present while he Related to the Council, for such he called them what had passed Viz Colonel Stuart then dictated while Mr Jourdan Minuted, a Declamation about my exciting Mutiny and Related the Circumstances of his urging me with to Violent Acts of Cowardly assistance given him by Lieutenant Colonel Eidingstoun Captain Barclay and the Orderly When the Colonel had finished, Mr Stratton asked what I had to say in Answer

Answer to which I Replied that I denied their Authority and should say nothing or Words to that Effect — Mr Mackay and Mr Jourdan then went Round to the Opposite side of the Table and after some Conversation with Sir Robert Fletcher and Mr Hoyer Sir Robert proposed before I should Retire, that a Letter which would Shortly be sent one might be Read to me, But this I objected to declaring that I would not listen to any thing at that Board, whose Authority I denied — Mr Stratton however Rising up began to Read a Paper Supposed to be the Letter in Question but Stopped upon my calling to him by Name that I would not hear him. Sir Robert then moved that the Contents should be told me, which Mr Stratton then declared to be that they had Suspended me the Company's Service and Orders were given in my hearing to Colonal Stuart to declare the same immediately on the Parade thereupon Retired and immediately Returned to the Governor Gardens. —

Lastly this Deponent Saith, that he hath been informed and doth verily believe that the aforesaid James Stuart is immediately about to depart from the Jurisdiction of this Honble Court whereby this Deponent will be injured and will Sustain great Damage —

Claud Russell

Sworn to in Court
this 6th Day of January 1777.
James Taylor
Regr

Filed the 20th Jany 1777-

The Demurrer of James Stuart Esquire Colonel in the Service of the United Company of Merchants of England Trading to the East Indies in the Coast of Coromandell Defendant to the Bill of Complaint of Claud Rufsell of Fort Saint George Esquire Complainant

The said Defendant by Protestation not confessing or acknowledging all or any of the matters or things in the Complainants said Bill of Complaint to be true in such sort Manner and form as the same are therein and thereby Setforth and Alledged for Answer to the said Complainants Bill of Complaint This Defendt doth Demure and for Cause of Demurrer Says, that having been Charged by the Complainant in his Bill of Complaint in very Defamatory Scandalous Manner which if Answered unto must have drawn from the Merits of the Cause and be the Subject Matter of further Litigation and the Ground Work of further processes and Suits and therefore improper to be laid before this Honble Court and without the Libellous Matter therein Setforth be Expunged out of the said Bill of Complaint the said Defendant Says he is of Opinion, with Submission to this Honble Court, he cannot make any Answer thereto And therefore, and for diverse other good Causes of Demurrer in the Complainants said Bill of Complaint of his own Shewing the said Defendant doth Demurr thereunto and humbly

Demands the Judgment of this Honble Court Whether he shall be Compelled to put in any further or other Answer to the said Bill of Complaint of the said Claud Rufsell and Humbly Prays to be hence Dismissed with his Reasonable Costs in this behalf most Wrong fully Sustained

Chas. Bromley

Jno. Sykes

Atties for the Defendant

Filed the 28th Jany 1777-

The Joinder of Claud Rufsell Complainant to the Demurrer of James Stuart a Colonel in the Service of the United Company of Merchants of England trading to the East Indies Defendant.

The said Complainant saith that Notwithstanding any thing alledged by the Defendant in his said Demurrer his Bill of Complaint against the said Defendant ought not to be dismissed for the many triffling and Evasive pleas made use of by the said Defendant in Order to Sett aside the just and legal Action of the said Complainant for the Complainant saith that the said Bill doth Contain sufficient Matter in the Law for him to maintain his said Action which he is ready to Verify.

For which reasons the Complainant saith that the said Demurrer is very litigious and seems introduced Merely with a design to delay and impede the Justice of this Honble Court the Complainant therefore prays that the said Demurrer may be Dismissed with

Exemplary

Exemplary Costs and that the Defendant may be put upon his Answer

Wm Sedgley

Attys Complainant

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th Day of March Anno Domini 1777

Present

Andrew Majendie Esquire Mayor

John Turing James Call and

George Proctor Aldermen

Claud Russell

vers

James Stuart

Bill with an Affedavit annexed Read

Demurrer Read

Joinder Read

The Demurrer and Joinder Coming on to Argued and Determined this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with an Affidavit annexed, The Demurrer, The Joinder, On Hearing the Pleadings made use of by the Attornies for the Complainant the Attornies for the Defendant declines Pleading for the Resons already Assigned on the Minutes and the Court having had due Consideration thereon are of Opinion

that the Pleads made use of by the Defendant in his Demurrer are insufficient to Bar the present Action — This Court doth therefore think fit to Order and doth Accordingly Order that the Demurrer be thrown with Costs and that the Defendant be put upon his Answer.

Filed the 21st Jany 1777

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Claud Russell of Madras. That Whereas Your Orator being Nominated constituted and Appointed by the Honble the Court of Directors for Managing the Affairs of the United Company of Merchants of England trading to the East Indies, to be one of the Council of their Presidency of Fort Saint George, Your Orator did conformably and by Virtue of the said Nomination and Appointment sett out and depar from England to take his place and Seat at the said Council and did arrive at the aforesaid Fort of Fort Saint George on or about the Ninth Day of December in the Year of Our Lord One Thousand Seven Hundred and Seventy five, when Your Orator did take his please as Seventh of the said Council And Your Orator Shewith that upon the Twenty Second day of August last past upon a Suspension of George Stratton and Henrey Brooke from the Service of the aforesaid Company (Messieurs Dawson and Whitehill having diparted from Europe) Your Orator did Rise and became Second of Council and as such was given out and Reported in the General Orders of the Said Fort of Fort Saint George and did continue to be and Act as Second in the said Council untill the Twenty fourth day of the said Month of August upon which, day between Eight and Nine o'Clock of the Night intellegence having been brought to the Governors Garden House where

Your

your Orator at the time was that the Governor Lord Pigot had been carried off a Prisoner to the Mount Your Orator did immediately go to the said Fort accompanied by John Maxwell Stone Esquire also a Member of the said Council when Your Orator Arrived he found the Town in Confusion and Alarm and was told that the said George Stratton and Robert Fletcher with Others had taken possession of the Council Room Your Orator Sheweth that coming near the parade it being then Moonlight Your Orator Observed many Officers and others assembled as well Europeans as Black People, and Your Orator also Sheweth that soon after meeting with the Fort Major Captain Robert Wood he informed Your Orator that George Stratton Henry Brooke, Sir Robert Fletcher Charles Stayner Archdale Palmer, Francis Fourdan, and George Mackay had declared themselves the Administration or Government, and that he had been sent a Prisoner to the Main Guard for attempting to keep the Troops to their duty. Your Orator Sheweth that the person of the Governor Lord Pigot having been seized Your Orator Sheweth that the Command & Government of the Fort did by the Constitution of the Company Consequently devolve upon Your Orator, and Your Orator did therefore Order Lieutenant Pendergrat the Fort Adjutant to go to the Officer of the Main Guard Captain Adair and to tell him that it was the Order of Your Orator the Governor being absent, that his Men should immediately stand to their Arms but Your Orator being at that time near the main Guard Observing that the said Captain Adair hesitated upon receiving the said Order, Your Orator did himself go and repeated his Orders in person apprising him to reflect on the Consequence of a refusal, in the Absence of the Governor Lord Pigot, whose Guard

he Commanded Your Orator became his Commanding Officer Your Orator further Sheweth that the said Captain Adair Still hesitating and Muttering some thing about the Commander in Chief Your Orator Questioned the said Captain Adair if he had Received any Contradictory Orders from the Commander in Chief, and by whom such Orders were delivered when the said Captain Adair Answered in a Confused manner he had received Orders from Colonel Stuart, your Orator Sheweth that during the aforesaid matters a Crowd of Officers had assembled Round Your Orator and upon Your Orator insisting that his Orders should be Complied with, Patrick Barclay a Captain in the said United Company's Service on this Coast of Coromandel, and Others, came up to Your Orator making professions of Respect for Your Orators Person but Recommending to Your Orator as most prudent to go Home, thereby denying Your Orators Authority and Aiding and Abetting the other Officers and Soldiers and particularly the Captain of the Main Guard the said Captain Adair, in their disobedience of Your Orators aforesaid Orders, and Your Orator Sheweth that he told the said Patrick Barclay that his duty called him where he then was, or Words to that Effect purport and Meaning Your Orator further Sheweth that in the mean while a great part of the Guard Stood to their Arms and as Your Orator was advancing to go in front of them, James Stuart a Colonel in the said Company's Service came up to Your Orator in an Angry and Menacing Manner said to Your Orator You must go with me to Council or before Council or some Words to that effect Meaning and purpose, when

Your

your Orator told him that he Your Orator was not under his Orders, but that he (Colonel James Stuart) at that time was under your Orators Orders upon which the said Patrick Barclay having plotted devised and contrived the Malicious Seizure of Your Orator standing by aiding encouraging and Abetting the said James Stuart he the said James Stuart didd Abetted and encouraged by the said Patrick Barclay did by force and Arms Violently Assault and Seize your Orator by forcibly and Violently Snatching and taking hold of Your Orator by the breast of his Coat and at the same time still aided Assisted and encouraged by the said Patrick Barclay the said James Stuart called out for Orderlys Meaning certain Armed Men and Soldiers Attending upon and under the Orders of the said James Stuart upon which call Your Orator Sheweth, the said Patrick Barclay and other Armed Men Did by force and Armes Violently Assault and Seize Your Orator the said Patrick Barclay forcibly and Violently holding one of Your Orators Arms, And Your Orator Sheweth that he was thus by force and Arms and Violence pulled pushed drawn forward and Compelled to go away from the said Parade during which time Your Orator Sheweth that Your Orator did in Vain call to the Captain of the Main Guard for assistance, altho Your Orator Observed that Several of the Grenadiers did Advance from the Ranks towards Your Orator upon which Your Orator Sheweth that the said Colonel James Stuart aided and Assisted and encouraged by the said Patrick Barclay did go back and did Violently Menace and push back the said Soldiers

Soldiers into the Ranks with many Oaths and Threats, after which Your Orator Sheweth that the said Colonel James Stuart did again return and Still being aided and Assisted by the said Patrick Barclay and Others did call for an Orderly Serjeant to push Your Orator behind, Your Orator further Sheweth that continuing to make all the resistance in his Power Your Orator was by the said Patrick Barclay and other Armed Men by force and Arms and Violence dragged and pulled up the Stairs of the Fort House in the said said Fort Square to the Council Room where Your Orator Sheweth that George Stratton Sir Robert Fletcher, Henry Brooke, Charles Floyer, Archdale Palmer, Francis Sourden, and George Mackay where Sitting and One Henry Norris Attending, after which aforesaid Violent Assault and Seizure of Your Orator as aforesaid and by the Means and illegal behaviour of the said Patrick Barclay in Corrupting and Seducing the Officers and Soldiers of the said Fort and exciting them to the disobedience of Your Orator Orders and by Wickedly and Maliciously drawing them from their duty to Acknowledge and Obey the aforesaid George Stratton, Sir Robert Fletcher, Henry Brooke, Charles Floyer, Archdale Palmer, Francis Sourdan, and George Mackay Your Orator was by them the said George Stratton, Sir Robert Fletcher, Henry Brooke, Charles Floyer, Archdale Palmer, Francis Sourder, and George Mackay on the said Twenty fourth day of August Suspended from the said Companys Service and hath from the aforesaid day continued to be and remain

Suspended

Suspended from his Seat and place in the said Council and also to be depri-
ved and divested of all the Powers, Authorities, priviledges, emoluments
and Advantages he is thereby justly entitled unto also to suffer and sus-
tain Sundry other injuries to the great detriment and damage of Your
Orator and Against the Peace of Our Sovereign Lord the King.

Wherefore Your Orator Saith he is injured by the said Patrick
Barclay and hath damage to the Amount of Ten Thousand Pounds
and therefore Your Orator bringeth this his Action and suit

To the End therefore that the said Patrick Barclay may
a full true direct and perfect Answer make to all and Singular the
Matters and things herein before Set forth and Alledged and that he
may be Decreed to pay unto Your Orator the aforesaid Sum of Ten
Thousand Pounds together with all Costs of Suit

May it Please this Honble Court to Cause the said
Patrick Barclay to be Summoned and Required by the Sheriff of
Fort Saint George Town of Madraspatnam and the Districts thereof
of personally to be and appear before this Honble Court at a Certain
time and place to by this Honble Court prefixed and appointed there
and there to Answer this Your Orators Bill of Complaint and
further to Stand to and abide by such further Order and Decree
therein as to this Honble Court shall seem Meet.

Hy Dupuy
Atty Complainant
Wm Sedgley

Filed the 21st Jany 1777.

Claud Russell of Madras Gentleman Maketh
Oath that on Saturday the 24th of August last past between Eight
and Nine o Clock at Night Intelligance having been brought to the
Governors Garden House where this Deponent then was that Lord
Pigot had been carried off a Prisoner to the Mount he immediately
hastened to the Fort accompanid by John Maxwell Stone Esquire
where he found the Town in Confusion and was told that Mr Stratton
and Sir Robert Fletcher with others had taken possession of the Coun-
cil Room on drawing near the Parad it being Moon light and
he observed it was Crowded with Officers and others as well Europeans
as Blacks and a Number of Carriages at the Fort Squaxe Gate Mee-
ting soon afterwards with the Fort Major Captain Wood he informed
this Deponent that those Gentlemen had declared themselves the
administrations and that he Captain Wood had been sent to the
Main Guard for endeavoring to keep the Troops to their Duty this
Deponent then directed Lieutenant Pendergast the Fort Adjutant
who had just joined them to go to the officer of the Main Guard (Captain
Adair) and tell him that it was his this Deponents Orders in the
absence of Lord Pigot to have his Men Stand immediately to their
Arms but Observing that he (Captain Adair) hesitated this Depo-
nent went himself to him and repeated his Orders in person
telling him that he should reflect on the Consequence of a Re-
fusal as in the absence of Lord Pigot whose Guard he Commen-
ded this Deponent must be Considered his Commanding Officer.
He Captain Adair still hesitated and Muttering some thing
about

about the Commander in Chief this Deponent asked him if he had received any Contradictory Orders from the Commander in Chief and by whom they were delivered Captain Adair replied in a Confused manner that Colonel of Officers had assembled around this Deponent on his insisting with Captain Adair that his Orders should be Complied with Lieutenant Colonel Eidington Adjutant General and Captain Barclay came up to this Deponent and with great profession of Respect for his person recommended this Deponent as most prudent to go to his house this Deponent told them his duty called him where he was or Wards to that Effect, and in the mean while whether by Captain Adairs Order or not he does not know great part of the Guard Stood to their Arms and as he was Advancing to get in Front of them Colonel Stuart came up to this Deponent seeiningly much agitated saying You Must go with me to Council or before Council this Deponents Answer was that he was not under his Orders but that he at that time was under this Deponents and that he should certainly not go where he directed, or Wards to that Effect Colonel Stuart upon this Seized this Deponent by the Breast of his Coat calling out for Orderlies at the sametime Lieutenant Colonel Eidingtoun and Captain Barclay Each Seized this Deponant by an Arm and these Gentlemen were forcibly dragging him along when this Deponent called to the Captain of the Main Guard for assistance but in Vain this Deponent Observed several of the Grenadiers Advance from the Ranks towards them which seemed to alarm Colonel Stuart so much that he quitted his hold of this Deponent and run back to push them into the Ranks

Ranks with Oaths and threats after Effecting this He (Colonel Stuart) returned to assist Colonel Eidingtoun and Captain Barclay by laying hold of this Deponents Wrist and Calling for an Orderly Serjeant to push this Deponent behind, this Deponent continuing to make all the Resistance in his Power was by Main Force Dragged by Colonel Stuart Lieutenant Colonel Eidingtoun and Captain Barclay with the assistance of the Orderly Serjeant to the Council Room where were Setting George Stratton Esquire Sir Robert Fletcher, Francis Jourdan, George Mackay, Charles Floyer Henry Brooke, Archdale Palmer Esqr. Mr. Henry Norris Attending.

Sworn to in Court this 24th day of January 1777.

Claud Russell

Gideon Farth
Depy. Regr.

Filed the 27th Jany 1777.

The Demurrer of Patrick Barclay Captain in the Service of the United Company of Merchants of England Trading to the East Indies on the Coaste Coromandell Defendant to the Bill of Complaint of Claud Russell Esquire Complainant.

This Defendant by Protestation not Confessing or Acknowledging all or any of the Matters or things in and by the said Bill Setforth and Complained of to be true in manner and form as the same are therein and thereby Setforth and Alledged, Saith he

he is advised that there is no Matter or thing in the said Bill Con-
-tained good and Sufficient in Law to Call this Defendant in Ques-
-tion in this Honble Court for the same But that there is good
Cause of Demurrer thereunto, and therefore this Defendant doth
Demur thereunto and for Cause of Demurrer this Defendant saith
That the Complainants said Bill in Case the Allegations therein
Contained were true, which this Defendant doth in no Sort admit
contains not any matter of Equity whereon this Court can Ground
a Decree or give the Complainant any Relief or Assistance as
against him this Defendant wherefore and for Divers other
Errors and Imperfections in the said Bill appearing this
Defendant doth Demur in Law thereunto and humbly
Demands the Judgement of this Honble Court whether he
shall be Compelled to make any further or other Answer to the
said Bill and humbly Prays to be hence Dismissed with his
Reasonable Costs in this behalf most wrong fully Sustained.

Chas. Bromley

Jno. Sykes

Attys. for the Defendant.

Filed 4th Febry 1777.

The Joinder of Claud Rossell
Complainant to the Demurrer of
Patrick Barclay a Captain in the
Service of the United Company of
Merchants of England Trading to the
East Indees on the Coast of Coromandel
Defendant.

The said Complainant Saith that Notwithstanding any
thing alledged by the Defendant in his said Demurrer his Bill of
Complaint against the said Defendant ought not to be quashed for
the many trifling and evasive pleas Made use of by the Defendant in
his said Demurrer in order to Sett aside the just and legal Action of
the said Complainant for the said Complainant saith that the said
Bill doth contain sufficient Matter in the Law for him to Main-
-tain his said Action against the said Defendant, and which the
said Complainant is Ready to Verify.

For Which Reasons the Complainant Saith that the
Demurrer is very letigious and introduced Merely with a View to
delay the Justice of this Honble Court the Complainant therefore
prays that the said Demurrer may be Dismissed with examplary
Costs and that the Defendant may be Put upon his Answer.

Hy. DuPuy
Wm. Sedgley } Attys. Compl.

Extract from the Minutes of a Court Held at the Town Hall on Tursday the 11th Day of March Anno Domini 1777

Present

Andrew Majendie Esquire Mayor

John Turing James Call and

George Proctor Aldermen

Claud Russell

vers

Patrick Barclay

Bill with an Affidavit annexed Read

Demurrer Read

Joinder Read

The Demurrer and Joinder Coming on to be Argued and Determined this Day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill with an Affidavit annexed, The Demurrer, The Joinder, on Hearing the Pleadings and made use of the Attorneys and on due Consideration had thereon, the Court are of Opinion that the Pleas made use of by the Defendant in his Demurrer and Insufficient to Bar the present Action, This Court doth therefore think fit to Order and doth Accordingly Order that the Demurrer be thrown out with Costs and that the Defendant be put upon his Answer

Filed the 21st Jany 1777

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Claud Russell of Madras that whereas Your Orator being Nominated constituted and appointed by the Honble the Court of Directors for managing the Affairs of the United Company of Merchants of England Trading to the East Indies to be one of the Council of their Presidency of Fort Saint George, Your Orator did conformably and by Virtue of the said Nomination and Appointmant Sett out and depart from England to take his Place and Seat at the said Council and did arrive at the aforesaid Fort of Fort Saint George on or about the Ninth day of December in the Year of Our Lord One Thousand Seven Hundred and Seventy five, when Your Orator did take his place as Seventh of the said Council and Your Orator Sheweth that upon the Twenty Second day of August last past upon a Suspension of George Stratton, Henry Brooke, from the Service of the aforesaid Company (Messieurs Dawson and Whitehill having departed for Europe) Your Orator did Rise and became Second of Council and as such was given out and reported in the General Orders of the said Fort of Fort Saint George and did Continue to be and Act as Second in the said Council untill the Twenty fourth day of the said Month of August upon which day between Eight and Nine o Clock of the Night intelligence having been brought to the Governors Garden House where Your Orator at that time

Was

James Eidingtoun [illegible] the Malicious
Seizure of Your Orator [illegible] and Alter
the said James Stuart [illegible]
encouraged by the said James [illegible]
Lently Assault and Seize Your [illegible]
ing and taking hold of Your [illegible]
same time still aided [illegible]
Eidingtoun the said James Stuart [illegible]
certain Armed Men and Soldiers [illegible]
Orders of the said James Stuart [illegible]
the said James Eidingtoun and [illegible]
Arms Violently Assault and Seize [illegible]
Eidingtoun forcibly and [illegible]
Arms and Your Orator Sheweth that [illegible]
Arms and Violence pulled pushed drawn [illegible]
away from the said Parade during which time Your Orator Sheweth
that Your Orator did in Vain call to the Captain of the Main Guard for
Assistance, altho' Your Orator Observed that Several of the Grenadiers
did Advance from the Ranks towards Your Orator [illegible] which Your
Orator Sheweth that the said Colonel James Stuart [illegible]
encouraged by the said James Eidingtoun [illegible]
menace and push back the said Soldiers [illegible]
Oaths and threats after which Your Orator Sheweth that the said
Colonel Stuart did again return and still being [illegible]
by the said James Eidingtoun and Others [illegible]
Serjeant to push Your Orator behind Your Orator [illegible]
that continuing to make all the resistance [illegible]

was by the said [illegible] and their Armed Men by force
and Arms and Violence dragged and pulled up the Stairs of the
Fort House in the said Fort Square to the Council Room where Your
Orator Sheweth that George Stratton Sir Robert Fletcher Henry
Brooke Charles Hoyer Archdale Palmer, Francis Jourdan
George Mackay were Setting and One Henry Norris Attending after
which Aforesaid Violent Assault and Seizure of Your Orator as
Aforesaid and by the Means and Illegal behaviour of the said James
Eidingtoun in Compelling and Leading the Officers and Soldiers
of the said Fort and Leading them to the disobedience of Your Orator [illegible]
and by Wickedly and Maliciously drawing them from their duty to Ac-
cordingly and Obey the Aforesaid George Stratton Sir Robert Fletcher
Henry Brooke Charles Hoyer Archdale Palmer Francis Jourdan
and George Mackay Your Orator was by them the said George
Stratton Sir Robert Fletcher Henry Brooke Charles Hoyer Arch-
dale Palmer Francis Jourdan and George Mackay on the said
Twenty fourth day of August Suspended from the said Company's
Service and hath from the aforesaid day continued to be and remain
Suspended from his Seat place in the said Council and also to be depri-
ved and Divested of all the Powers authority's previledges emoluments
and Advantages he is thereby justly entitled unto also to suffer and Sus-
tain Sundry Other Injuries to the great detriment and Damage of
Your Orator and against the Peace of Our Sovereign Lord the King.

Therefore Your Orator Saith he is injured by the said
James Eidingtoun and hath Damage to the Amount of Ten Thousand
Pounds and therefore Your Orator bringeth this his Action and
Suit.

To the End therefore that the said James Eidingtoun
May

Was that the Governor Lord Pigot had been seized off a Prisoner to the Mount Your Orator did immediately go to the said Fort accompanied by John Maxwell Stone Esquire also a Member of the said Council where Your Orator arrived he found the Town in Confusion and Alarm and was told that the said George Stratton and Sir Robt Fletcher with others had taken hold upon of the Council Room, your Orator Sheweth that coming near the Parade it being the moonlight Your Orator observed many Officers and others of the as well Europeans as Black People and Your Orator also Sheweth that soon after Meeting with the first Major Captain Robert Ward he informed Your Orator that George Stratton Henry Brooke, Sir Robert Fletcher, Charles Mayor, Archibald Calcroft, Thomas Marden and George Mackay had declared themselves the Administration or Government and that he had been sent a Prisoner to the Main Guard for Attempting to keep the Troops to their duty Your Orator Sheweth that the Person of the Governor Lord Pigot being then seized Your Orator Sheweth that the Command and Government of the Fort did by the Constitution of the Company Consequently devolve upon Your Orator and Your Orator did therefore send Lieutenant Pendergast the first Adjutant to go to the Officer of the Main Guard Captain Adair and to tell him that it was the Order of Your Orator / the Governor being absent / that his Men should immediately stand to their Arms but for Orator being at that time near the Main Guard observing the said Captain Adair hesitated upon

Absence of the Governor Lord Pigot whose Guard he Commanded Your Orator became his Commanding Officer Your Orator further Sheweth that the said Captain Adair still hesitating and muttering some thing about the Commander in Chief Your Orator questioned the said Captain Adair if he had received any Contradictory Orders from the Commander in Chief and by whom such Orders were delivered when the said Captain Adair answered in a Confused Manner he had received Orders from Colonel Stuart, Your Orator Sheweth that during the aforesaid Matter several of Officers had assembled round Your Orator and upon Your Orator insisting that his Orders should be Complied with Lieutenant Colonel James Eidington Adjutant General of the Troops of the said Company on the Coast of Coromandel and others came up to Your Orator Making professions of Respect for Your Orator Person but recommending to Your Orator as most prudent to go home thereby resigning Your Orators Authority and Aiding and Abetting the other Officers and Soldiers and particularly the Captain of the Main Guard the said Captain Adair in their disobedience of Your Orators aforesaid Orders and Your Orator Sheweth that he told the said James Edington that his duty called him where he then was or Words to that Effect purport and Meaning Your Orator further Sheweth that in the meantime a great part of the Guard stood to their Arms and as Your Orator was advancing to go in Front of them James Stuart a Colonel in the said Company's Service came up to Your Orator and in an angry and Menacing Manner said to Your Orator you must go with me to Council or before Council or some words to that Effect meaning and purpose when Your Orator told him that he Your

James Eidingtoun having plotted devised and contrived the Malicious Seizure of Your Orator Standing by Aiding encouraging and abetting the said James Stuart he the said James Stuart aided abetted and encouraged by the said James Eidington did by force and Armes Violently Assault and Seize Your Orator by forcibly and Violently shaking and taking hold of Your Orator by the breast of his Coat and at the same time still aided Assisted and encouraged by the said James Eidingtoun the said James Stuart called out for Aiderslege Meaning certain Armed Men and Soldiers Attending upon and under the Orders of the said James Stuart upon which call Your Orator Sheweth the said James Eidingtoun and other Armed Men did by force and Arms Violently Assault and Seize Your Orator the said James Eidingtoun forcibly and Violently beeing one of Your Orators Arms and Your Orator Sheweth that he was thus by force and Arms and Violence pulled pushed drawn forward and Compelled to go away from the said Parade during which time Your Orator Sheweth that Your Orator did in Vain call to the Captain of the Main Guard for Assistance, at this Your Orator Observed that Several of the Grenadiers did advance from the Ranks towards Your Orator upon which Your Orator Sheweth that the said Colonel James Stuart Aided Assisted and encouraged by the said James Eidingtoun did go back and did Violently menace and push back the said Soldiers into the Ranks with many Oaths and threats after which Your Orator Sheweth that the said Colonel Stuart did again return and Still being Aided and Assisted by the said James Eidingtoun and Others did call for and Order a Serjeant to push Your Orator behind, Your Orator further Sheweth that continuing to make all the resistance in his Power Your Orator

Was by the said James Eidingtoun and other Armed Men by force and Arme and Violence dragged and pulled up the Stairs of the Fort House in the said Fort Square to the Counsil Room where Your Orator Sheweth that George Stratton, Sir Robert Fletcher, Henry Brooke, Charles Stoyer, Archdale Palmer, Francis Jourden, and George Mackay were Sitting and one Henry Norries Attending after which aforesaid Violent Assault and Seizure of Your Orator as aforesaid and by the Means and illegal behaviour of the said James Eidingtoun in Corrupting and Seducing the Officers and Soldiers of the said Fort and Exciting them to the disobedience of Your Orators Orders, and by Wickedly and Maliciously drawing them from their duty to acknowledge and Obey the aforesaid George Stratton, Sir Robert Fletcher, Henry Brooke, Charles Stoyer, Archdale Palmer, Francis Jourdan, and George Mackay, Your Orator was by them the said George Stratton, Sir Robert Fletcher, Henry Brooke, Charles Stoyer, Archdale Palma, Francis Jourdon and George Mackay on the said Twenty fourth day of August Suspended from the said Companys Service and hath from the aforesaid day continued to be and remain Suspended from his Seat place in the said Counsil and also to be deprived and Divested of all the Powers Authoritys previledges emoluments and Advantages heis thereby justly entitled unto also to suffer and Sustain Sundry other Injuries to the great deteriment and Damage of your Orator and against the Peace of Our Sovereign Lord the King.

Wherefore Your Orator Saith he is injured by the said James Eidintoun and hath Damage to the Amount of Ten Thousand Pounds and therefore Your Orator bringeth this his action and Suit

To the End therefore that the said James Eidingtoun

May

May a full true direct and perfect Answer Make to all and Singular the Matters and things herein before Setforth and Alledged and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Ten Thousand Pounds together with all Costs of Suit

May it please this Honble Court to Cause the said James Eidintoun to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such further Order and Decree therein as to this Honble Court shall seem Meet

Thy Du Pay
Atty Complainant
Wm Sedgley

Filed the 21st Jany 1777

Claud Russell of Madras Gentleman Maketh Oath that On Southarday the 24th of August last past between Eight and Nine o Clock at Night, Intellegence having been brought to the Governors Garden House where this Deponent then was that Lord Pigot had been carried off a Prisoner to the Mount he immediately hastened to the Fort accompanied by John Maxwell Stone Esquire where he found the Town in Confusion and was told that Mr Stratton and Sir Robert Fletcher with others had taken possession of the [illegible]

drawing near the Parade it being Moonlight and he Observed it was Crowded with Officers and Others as well Europeans as Blacks and a Number of Carriages to the Fort Square Gate Meeting soon afterwards with the Fort Major Captain Wood he informed this Deponent that those Gentlemen had declared themselves the Administration and that he Captain Wood had been sent to the Main Guard for endeavouring to keep the Troops to their Duty this Deponent then directed Lieutenant Pendergast the Fort Adjutant who had just joined them to go to the officer of the Main Guard (Captain Adair) and tell him that it was his this Deponents Orders in the Absence of Lord Pigot to have his men Stand immediately to their Arms but observing that he (Captain Adair) hisitated this Deponent went himself to him and repeated his Orders in person telling him that he should reflect on the Consequence of a Refusal as in the absence of Lord Pigot whose Guard he Commanded this Deponent must be considered his Commanding officer (He Captain Adair) Still hisitated and Mattering some thing about the Commender in Chief, this Deponent asked him if he had received any Contradictory Orders from the Commender in Chief and by whom they were delivered Captain Adair replied in a Confused Manner that Colonel Stuart had delivered him Orders during this a Crowd of Officers had Assembled around this Deponent on his insisting with Captain Adair that his Orders should be Complied with Lieutenant Colonel Eidingtoun Adjutant General and Captain Barclay came up to this Deponent and with great professions of Respect for his person recommended this Deponent as most prudent to go to his house this Deponent told them his Duty called him where he was or wards to the Effect, and in the mean while Whether by Captain Adairs Order or not he does not know

know great part of the Guard Stood to their Arms and as he was advancing to get in Front of them Colonel Stuart came up to this Deponent seemingly much Agitated Saying You must go with me to Council or before Council this Deponent Answer was that he was not under his Orders but that he at that time was under this Deponents and that he should certainly not go when he directed or Words to that Effect Colonel Stuart upon this Seized this Deponent by the breast of his Coat calling out for Orderlies at the same time Lieutenant Colonel Eidintoun and Captain Barclay Each Seized this Deponent by an Arm and these Gentlemen were forcibly dragging him Along when this Deponent called to the Captain of the Main Guard for Assistance but in vain tho' this Deponent Observed several of the Grenadiers advance from the Ranks towards them which seemed to Alarm Colonel Stuart so much that he Quitted his hold of this Deponent and run back to push them into the Ranks with Oaths and threats after Effecting this He (Colonel Stuart) returned to Assist Colonel Eidingtoun and Captain Barclay by laying hold of this Deponent Wrist and calling for and Orderly Serjeant to push this Deponent behind this Deponent Continuing to make all the Resistance in his Power was by main Force Dragged by Colonel Stuart Lieutenant Colonel Eidingtoun and Captain Barclay with the Assistance of the Orderly Serjeant to the Council Room where were setting George Stratton Esqr Sir Robert Fletcher, Francis Jourden, George Mackay, Charles Floyer, Henry Brooke, and Archdale Palmer Esquire Mr Henry Norris Attending.

Sworn to in Court
this 21st Day of January 1777
Gideon Firth
Dept Regr

Claud Russell

Filed the 27th Jany 1777

The Demurrer of James Eidingtoun Esquire Adjutant General of the Troops of The United Company of Merchants of England Trading to the East Indies on the Coast Coromandel Defendant to the Bill of Complaint of Claud Russell Esquire Complainant

This Defendant by Protestation not Confessing or Acknowledging all or any of the Matters Orthings in and by the said Bill Setforth and Complained of to be true in manner and form as the same are therein and thereby Setforth and Alledged, Saith he is Advesid that there is no Matter orthing in the said Bill contained good and Sufficient in Law to call this Defendant in Question in this Honble Court for the same But that there is good Cause of Demurrer thereunto, And therefore this Defendant doth Demur thereunto and for Cause of Demurrer this Defendant Saith That the Complainant's said Bill (in Case the Allegations therein contained were true) which this Defendant doth in no Sort Admit) contains not any Matter of Equity Whereon this Court can Ground a Decree or give the Complainant any Retief or Assistance as against him this Defendant Wherefore and for Divers other Errors and Imperfections in the said Bill Appearing this Defendant doth Demur in Law thereunto and humbly Demands the Judgment of this Honorable Court whether he shall be Compelled

to

to make any further or other Answer to the said Bill and humbly prays to be hence Dismissed with his Reasonable Costs in this behalf most Wrongfully Sustained.

Chas. Bromley

Jno. Sykes

Atties for the Defendant

Filed 4th Feby 1777

The Joinder of Claud Russell Compt. to the Demurrer of James Eidingtoun adjutant General of the Troops of the United Company of Merchants of England Trading to the East Indies on the Coast of Coromandel Defendant

The said Complainant Saith that Notwithstanding any thing alledged by the Defendant in his said Demurrer his Bill of Complaint against the said Defendant ought not to be quashed for the many trifling and evasive pleas Made use of by the Defendant in his said Demurrer in order to Sett aside the just and legall Action of the said Complainant for the said Complainant saith that the said Bill doth contain sufficient Matter in the Law for him to Maintain his said Action against the said Defendant, and which the said Complainant is Ready to Verify

For which Reasons the Complainant Saith that he Demurrer is very Litigious and introduced Merely with a View to delay the

Justice of this Honble Court this Complainant therefore prays that the said Demurrer may be Dismissed with exemplary Costs and that the Defendant may be put upon his Answer

Hy Du Puy } Atties
Wm Sedgley } Compt.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th Day of March Anno Domini 1777

Present

Andrew Majendie Esquire Mayor

John Turing James Call and

George Proctor Aldermen

Claud Russell

vers

James Eidingtoun

Bill with an Affidavit annexed Read

Demurrer Read

Jounder Read

The Demurrer and Joinder Coming on to be Argued and Determined this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with an Affidavit annexed, The Demurrer, The Joinder on Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon, The Court are of Opinion that the Pleas made use of

Of by the Defendant in his Demurrer are insufficient to Barr
present Action This Court doth therefore think fit to Adjud
doth accordingly Order that the Demurrer be thrown out with
Costs and that the Defendant be put upon his Answer.

Filed the 3. March 1777.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto the
Honble Court Your Orator Colonel Ravenspath Nairk by his Attorney
Johnson of Madras Inhabitant that Narasimmah Chitty of the same
place Merchant Stands Indebted unto Your Orator in the full and
Just Sum of Eighty Nine Pagodas and thirty three fanams lawful
money of Madras Making in Sterling Money of Great Brita
at the Rate of Eight Shillings for every Pagoda the Sum of Thirty
five Pounds and Eighteen Shillings or thereabouts as Doth more
particularly and at Large Appear by a Copy of the Translation of
a Mortgage Bond given and granted unto your Orator by the said
Narasimmah Chitty dated the Tenth day of March which was in
the Year of Our Lord One Thousand Seven Hundred and Seventy
six which is hereunto Annexed for the Inspection of this Honble Court
and Your Orator Prays may be Admitted as part of this his Bill
of Complaint and Whereas Your Orator hath frequently and in
an Amicable Manner Requested Payment from the said Narasimm

Chitty of the said Sum of Eighty Nine Pagodas and thirty three
fanams.

But now so it is May it Please this Honble
Court the said Narasimmah Chitty Obstinately and Wilfully Refu
ses to Pay the same or to give Your Orator any Manner of
Satisfaction Touching the premises Your Orator therefore Prays
a general Relief such as to this Honble Court shall appear
agreable to Equity and good Conscience To the End therefor
that the said Narasimmah Chitty may upon his corporal
Oath full true Direct and Perfect Answer make to all and
singular the Matters and things herein before Setforth and
Alledged as fully truely and Effectually to all Intents and
Purposes as if the same were hereagain Repeated and Parti
cularly Interrogated and that he may be Decreed to Pay unto
your Orator the aforesaid Sum of Eighty Nine Pagodas and
thirty three fanams together with all such Interest as now is
or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to
Cause the said Narasimmah Chitty to be Summoned and
Required by the Sheriff of Fort Saint George Town of Madras
patnam and the Districts thereof Personally to be and Appear
before this Honble Court at a Certain time and Place to be by
this Honble Court Prefixed and Appointed then and there to Answer
this Your Orators Bill of Complaint and further to Stand to and
abide by such Order and Decree thereon as to this Honble Court shall

Sty Gibbons
Atty Complt

At Court Meet
26. February 1777.
This Bill was shewn to me in the Days.

Days of Adjournment for Summon
ing thereon & Returnable Next
Court day.

15th March 1776

I Narasimmah Chitty Son of Coopaddy Kitteh Chitty
Do give this Mortgage Bond to Colendal Ravanapah Naicken
is to say on My Urgent Occasion Borrowed and Received of him
the full and Just Sum of Eighty Nine Pagodas and thirty three
fanams Current Money of Madras for which Sum I have
Mortgaged my Bill of Sale which aforesaid Sum Conditioned to pay
at the Expiration of Six Monthes from the Date hereof with
Interest at the Rate of Nine p Cent p Annum Thus I do
truely give this Mortgage Bond Drawn by Pasupulate Naygue

Witness
Custory and
Chonachellum

Signed
Narasimmaik

A True Translation as Near as can be from the
Original Malabar Language

Thy Cha Pury
Atty Compte

To all People to whom these Presents shall come
greeting Whereas Narasimmah Chitty of Madras Merchant
in and by a Mortgage Bond Bearing Date the Tenth Day of
March which was in the Year of Our Lord One Thousand Seven

Hundred and Seventy Six became bound to Colendal Ravanapah
Naick of the same place Inhabitant in the full and Just Sum
of Eighty Nine Pagodas and thirty three fanams Conditioned to be
paid at the Expiration of Six Monthes with Interest at the Rate
of Nine p Cent p Annum as by the said Mortgage Bond and Con-
dition thereof may appear Now Know ye that the Said
Colendal Ravanapah Naick for a Valuable Consideration to him
in hand paid by Fortune Johnson of the Same place Inhabitant
at or before the Sealing and Delivery of these Presents the Receipt
whereof he the said Colendal Ravanapah Naick Doth hereby
acknowledge He the said Colendal Ravanapah Naick Hath Assig-
ned and Setover and by these Presents Doth Assign and setover
unto the said Fortune Johnson the said Mortgage Bond and the
Money or Amount Principal and Interest thereupon Due and
Owing and which may become Due thereon and all his Right
and Interest of in and to the same and Every part thereof and
the said Colendal Ravanapah Naick for the Consideration afore-
said hath made Constituted and Appointed and by these Pre-
sents Doth make Constitute and Appoint the said Fortune
Johnson his Executors and Administrators his true and Law-
full Attorney and Attornies Irrevocable for him and in
his Name and in the Name and Names of his Executors and
Administrators but for the Sale and proper Use and bene-
fit of the said Fortune Johnson his Executors Administra-
tors and Assigns to ask Require Demand and Receive
of the said Narasimmah Chitty his Heirs Executors and
Administrators the Money Due and to become Due in the

said

said Mortgage Bond and on Non payment thereof he the said
Johnson his Heirs Executors and Administrators to Sue for and
Recover the same and on Payment thereof to Deliver up the said
-gage Bond and give Sufficient Releases and Discharges thereof
one More Attorney or Attornies under him to Constitute and
-soever the said Fortune Johnson or his Attorney or Attornies
him shall Lawfully do in the Premises the said Colendal Rava-
-pah Naick doth hereby allow and affirm And the said Colendal
Ravanapah Naick doth Covenant with the said Fortune Johnson
that he the said Colendal Ravanapah Naick hath not Received
will Receive the said Money Due or to become Due on the said Mort-
-gage Bond or any part thereof neither shall or will Release or Dis-
-charge the same or any part thereof but will own and allow of
all Lawfull Proceedings for Recovery thereof he the said Fortune
Johnson Saving the said Colendal Ravanapah Naick harmless
of and from any Costs that may happen to him thereby

In Witness whereof the said Colendal Ravanapah
Naick hath hereunto Set his hands and Seal in Madras this
Twenty fourth Day of February in the Year of Our Lord One
Thousand Seven hundred and Seventy Seven

Signed Sealed and Delivered
where no Stampt Paper is to be
had In the Presence of

[illegible]

[illegible]

Mayor's Court at Madraspatnam

Tuesday the 25th day of March Anno Domini 1777

Present

Andrew Majendie Esquire Mayor

George Smith & Benjn Roebuck

Aldermen

Between Colendal Rava-
-napah Naick by his Attorney
Fortune Johnson of Madras Inha-
-bitant Complainant and Nara-
-simonah Chitty of the same place
merchant Defendant

The Defendant being in Court and Acknow-
-ledging the Justness of the Complainants Demand This Court
doth therefore think fit to Order and Decree and doth Accordingly
Order and Decree that the Defendent shall pay unto the Complai-
-nat the full and Just Sum of Eighty Nine Pagodas and thirty
three fanames (Pags 89. 33. -) together with all such Inte-
-rest as now is or shall hereafter become Due thereon untill full
Payment is made also all Costs of this Suit

A Cur

Filed 26th January 1771

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto
Honble Court your Orator Pramhave Comarave Moodeliar, by
Pongalore Chinglery Moodeliar of Madras Inhabitant, by
Francis Shaw of the same Place Inhabitant - that Avanegudlah
Paupiah also of Madras aforesaid Inhabitant stands indebted
unto Your Orator in the full and Just Sum of One Thousand Seven
Hundred and Thirty Pagodas Twelve Fanams and Seventy
Cash Current Money of Madras making in Sterling Money
Great Britain, at the Rate of Eight Shillings for
Pagoda, the Sum of Seven Hundred and Ninety Two Pounds
Shillings and Ten Pence, as Memorandums as will more fully
long Appear by the Copy of the Bond or Writing Obligatory
ment Current and an Assignment of the said Bond under
Hand by your Orator, by his said Attorney Pongalore Chinglery
Moodeliar, unto Your Orator's said Attorney Thomas Shaw
Annexed for the Inspection of this Honble Court to which
Herein Your Orator most humbly Refers and Craves that
be Admitted as part of this his Bill of Complaint And
Orator hath frequently and in a friendly manner Required
ment of the said Sum of One Thousand Seven Hundred and
Pagodas Twelve Fanams and Seventy Two Cash But
So it is and may it please this Honble Court the said
Paupiah Absolutely and wilfully Refuses to Pay the same
your Orator any Manner of Satisfaction touching the

315

Orator prays general Relief such as to this Honble Court shall
appear Agreeable to Equity and good Conscience. To the End
therefore, that the said Avanegudlah Paupiah may upon
his Corporal Oath full true, direct and perfect Answer make to
all and Singular the Matters and things herein before set forth
and Alledged, as fully, truely, and Effectually, to all intents and
Purposes as if the same were here again Repeated and Particularly
Interrogated and that he may be Decreed to Pay unto your Orator
the aforesaid Sum of One Thousand Seven hundred and Thirty Pags
Twelve Fanams and Seventy Two Cash with all such Interest
as now is or shall hereafter become due thereon also all Costs
of this Suit

May it Please this Honble Court to Cause the
said Avanegudlah Paupiah to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madraspatnam and
the Districts thereof Personally to be and Appear before this Honble
Court at a Certain time and Place to be by this Honble Court Pre-
fixed and Appointed, then and there to Answer this Your Orator's
Bill of Complaint and further to stand to, and abide by such
Order and Decree therein, as to this Honble Court shall seem
Meet

Dan. Shaw

Atty for the Complainant

To all People to whom these Presents shall come Greeting
Avanegudlah Paupiah of Madras Inhabitant in and by
or Writing Obligatory bearing Date the First day of May in the
One Thousand Seven Hundred and Seventy Five Became
unto Poombava Comaroo Moodeliar in the Principal Sum of
Thousand Three Hundred and Seventeen Pagodas Twenty
Fanames and Sixty Cash, Current Money of Madras, and
ble on Demand with Interest thereon at the Rate of Twelve
Cent pr Annum untill full Payments is made, as by a Copy of
said Bond or Writing Obligatory hereunto Annexed will
fully and at large Appear and Whereas there now Remains
the said Poombava Comaroo Moodeliar the Sum of One
Seven Hundred and Thirty Pagodas Twelve Fanams and
Five Cash being the Balance of the said Recited Bond
Know ye that the said Poombava Comaroo Moodeliar
Attorney Poongotoor Chinglerry Moodelly for and in Consideration
of the said Sum of One Thousand Seven Hundred and Thirty
Twelve Fanames and Seventy Five Cash to his said Attorney
hand paid by Francis Slaney of Madras Aforesaid Inhabitant
the Receipt whereof the said Poombava Comaroo Moodeliar
Attorney doth Acknowledge, hath Assigned and setover and by
Presents doth Assign and setover unto the said Francis Slaney
the said Recited Bond or Writing Obligatory and the Money
thereupon due and Owing and his Right and Interest of in
the same and the said Poombava Comaroo Moodeliar by
Attorney for the Consideration Aforesaid Hath Made, Constituted
And Appointed and by these Presents do Make, Constitute

And Appoint the said Francis Slaney his Executors and Administrators his True and Lawfull Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the Sole and proper Use and Benefit of the said Francis Slaney his Executors Administrators and Assigns to Ask Require Demand and Receive of and from the said Avanegudlah Paupiah his Heirs Executors and Administrators the Money due and Owing on the said Bond and on non Payment thereof he the said Avanegudlah Paupiah his Heirs Executors and Administrators to Sue for and Recover the same, and on Payment thereof to deliver up and Cancel the said Bond and give Sufficient Releases and Discharges therefore and one or more Attorney or Attornies under him to Constitute and whatsoever the said Francis Slaney or his Atty or Attornies shall Lawfully do in the Premises the said Poombava Coomaroo Moodeliar by his said Attorney doth hereby Allow and affirm and the said Poombava Coomaroo Moodeliar by his said Attorney doth Covenant with the said Francis Slaney that he the said Poombava Comaroo Moodeliar hath not Received nor will Receive the said Money due on the said Bond or any part thereof neither shall or will Release or Discharge the same or any part thereof Out will own and Allow of all Lawfull Proceedings for Recovery thereof he the said Francis Slaney Saving the said Poombava Comaroo Moodeliar and his said Atty harmless of or from any Costs that may happen thereby In Witness whereof the said Poombava Comaroo Moodeliar by his said Attorney hath hereunto set his Hand and Seal in Madras this Twentieth day of January In the

the Year One Thousand Seven Hundred and Seventy [illegible]

Signed Sealed and Delivered in the Presence of [illegible]

Poongatoor Chingulroy Attorney to Poombava Comaroo Moodeliar

Know all Men by these Presents that I Avanegudlah [illegible] am held and firmly bound unto Poombava Comaroo Moodeliar in [illegible] nal Sum of Eight Thousand Six Hundred and Thirty Five Pagodas [illegible] Three Tanames and Forty Cash to the Payment whereof will and [illegible] made to the said Poombava Comaroo Moodeliar his Heirs Executors [illegible] nistrators or Assigns I do hereby bind myself my Heirs Executors [illegible] Administrators firmly by these Presents In Witness whereof I have [illegible] my Hand and Seal in Fort St. George this First day of May in the Year [illegible] Seven hundred and Seventy Five.

Whereas the Above Bound Avanegudlah Paupiah hath [illegible] and Received of the abovenamed Poombava Comaroo Moodeliar the full [illegible] Sum of Four Thousand Three Hundred and Seventeen Pagodas [illegible] Tanames and Sixty Cash to Run at Interest at the Rate of Twelve [illegible] p Annum Payable on Demand.

Now the Condition of this Obligation is such that [illegible] bove Bound Avanegudlah Paupiah his Heirs Executors Administrators or Assigns shall well and Truly Pay or Cause to be paid unto Poombava Comaroo Moodeliar his Heirs Executors Administrators or Assigns [illegible] and Just Sum of Four Thousand Three Hundred and Seventeen [illegible] Twenty Nine Tanams and Sixty Cash together with such Interest [illegible] shall or may become due thereupon then this Obligation to be [illegible] of no Effect Otherwise to Continue in full force and Virtue.

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

Navagarum Vencatachellum

Arravarey Seruvengadum

(Signed)

Avanegudlah Paupiah

A True Copy

Dan. Shaw

atty for the Complainant

Dr. Avanegudlah Paupiah in Acct. Current with Poongatoor Chingleroy Moodelly Attys to Poombava Comaroo Moodeliar

1775 May 1st	To Cash Sent you on Your Bond dated this day at 12 p Cent Interest and Payable on Demand	4317.29.60	1775 Augt. 16th	By Cash Received in part	2000 " "
	To Interest on Pagodas 4317.29.60 from 1st May 1775 to 20th January 1777 is 1 Year 8 Months and 20 days at 12 p Cent p Annum	892.12.37	Nov. 28	By ditto ditto	1000 " "
				By Interest on the following Sums from their Respective Dates to 20th January 1777 Vizt. On Pagodas 2000 for 1.5.4 @ 12 p Cent p Annum	342 " "
				On Pagodas 1000 for 1.23 ad ditto	137.29.25
				By Ballance due	4719.29.25
					3479.29.25
					1730.12.72
				Pagodas	5209.42.17
	Pagodas	5209.42.17			

Fort St. George 20th January 1777

Errors Excepted

Poongatoor Chingulroy Attorney to Poombava Comaroo Moodeliar

Mayors Court at
Madraspatnam

Tuesday the 25th May of March
Anno Domini 1779

Present

Andrew Mayendie Esquire Mayor
George Smith & Benj.n Roebuck
Aldermen

Between Poombura Conaden
Setaur by his Attorney Peroph
Chinglevey Moodelly of Mad
Inhabitant by his Attorney Jno
Nanny of the same Place Inha
Complainant and Arangadel
pital also of Madras aforesa
habitant Defendant

It Appearing by the Records of this
that the Usual Rules have passed for the Defendant to
Complainants Bill which he has Neglected doing
doth therefore think fit to Order and Decree and it
Order and Decree that the Defendant shall pay unto the
the full and Just Sum of one Thousand Seven Hundred and
Pagodas Twelve Fanams and Twenty Five Cash Pay 1712 12 25
together with all such Interest as now is or shall hereafter
become Due thereon untill full Payment is made also
Costs of this Suit

Pour

the 3d Febry 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator John Philip Fabricius one of the English Mis-
sionary at Vepery that Conjeveram Dumarey Modelly and Poonga-
-tore Chinglevey Modelly of Madras Inhabitants Stand Indebted
unto Your Orator in the full and Just Sum of Three Thousand Seven
Hundred and Seventy four Pagodas and thirty Fanams Current Money
of Madras Making in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum of One Thousand
Five hundred and Nine Pounds and Eighteen Shillings or thereabouts
as Will more fully and at large Appear by an Account Current and
also by Copy of a Bond or Obligation given and granted unto Your
Orator by the said Conjeveram Dumarey Modelly and Poongatore
Chinglevey Modelly on the Tenth day of August which was in the
year of Our Lord One Thousand Seven Hundred and Seventy Six
hereunto annexed for the Inspection of this Honble Court both which
your Orator prays may be Admitted as part of this his Bill of
Complaint and Whereas your Orator hath frequently and in an
amicable Manner Requested payment of the said Sum of Three
Thousand Seven Hundred and Seventy four Pagodas and thirty fanams
from the said Conjeveram Dumarey Modelly and Poongatore
Chinglevey Modelly.

But now so it is May it Please this Honble
Court the said Conjeveram Dumarey Modelly and Poongatore Chin
-glevey Modelly Obstinately and willfully Refuses to pay the same or
to

to give Your Orator any Manner of Satisfaction Touching the
see Your Orator therefore prays a personal Relief such as the
Court shall Appear Agreable to Equity and good Conscience
Cnd therefore that the said Conjeveram Dannayy Mood
Pongatoor Chinglevy Moodelly may upon their Corporal
a full true Direct and perfect Answer make to all and sing
the Matters and things herein before Set forth As fully
fully truely and Effectually to all Intents and Purpose
the same were herein repeated and Particularly Setting
and that they may be Decreed to Pay unto Your Orator
said Sum of Three Thousand Seven hundred and Seventy
Pagodas and thirty Fanams together with all such Interest
now is or Shall hereafter become Due thereon also all
this Suit

May it Please this Honble Court

the said Conjeveram Dannayy Moodelly and Pongatoor
glevy Moodelly to be Summoned and Required by the Sher
of Fort Saint George Town of Madraspatnam and the Parts
thereof Severally to be and Appear before this Honble Court
a Certain Time and place to be by this Honble Court Prefixed
appointed then and there to Answer the Premises
of Complaint and further to Stand to and Abide by such
Order and Decree therein as to this Honble Court shall
Meet

By Pet[illegible]
Atty Complt

Dr. Conjevaram Dannayy Moodelly & Pongatoor Chinglevoy Moodelly in acct Current with John Philep Fabricius Cr.

1776 August	16th	To the Amount Principal of Your Bond to one of this Day	3000	--	--	1776 Decr	14th	By Cash Received from Pongatoor Chinglevoy Moodelly in part of the Bond	500	--	--
1777 Febry	3d	To Interest on Dr from the 16th August 1776 to this Day is 5 Months & 24 Days at 12 ℘ Cent ℘ annum	290	--	--	1777 Febry	3d	By Intrest on Dr from the 14th Decr 1776 to this Day is 1 Month & 20 Days @ 12 ℘ Cent ℘ Annum	8	14	--
			5290	--	--	1777 Jany	13th	By Cash Received from Pongatoor Chenglevoy Moodelly	1000	--	--
						Febry	3	By Interest on Dr from the 13th Jany to this day is 12 days @ 12 ℘ Cent ℘ Annm	7	--	--
								By Ballance Due	1515	14	--
		Pagodas	5290	--	--			Pagodas	5290	--	--

Fort St George 3 February 1777

Errors Excepted. J. Ph. Fabricius

Know all Men by these Presents that We Conjeveram Dannayy Moodelly and Pongatoor Chinglevoy Moodelly are jointly and Seperately held and firmly bound unto the Reverend Mr. John Philip Fabricius of Tepery in the penal Sum of Ten Thousand Star Pagodas Current Money of Madras / Pagodas 10000 / to the payment whereof well and truely to be made to the said John Philip Fabricius his heirs Executors administrators or Assigns We do hereby bind ourselves jointly and Seperately our heirs Executors and Administrators firmly by these Presents In Witness whereof We have hereunto Set our Hands and Seale in Fort Saint George this

Tenth

Tenth day of August in the Year of Our Lord One Thousand Seven hundred and Seventy Six

Whereas the above bound Conjevaram Darmaroy Moodelly and Poongatoor Chingleroy Moodelly have jointly and Seperately Borrowed and Received of the above named John Philip Fabricius the full and just Sum of Five Thousand Star Pagodas (Pag.s 5000) to run at Interest at the Rate of Twelve p Cent p Annum payable in four Months

Now the Condition of this Obligation is such that if the above bound Conjevaram Darmaroy Moodelly and Poongatoor Chingleroy Moodelly or either of them of their heirs Executors Administrators or Assigns shall well and truely pay or Cause to be paid unto the said John Philip Fabricius his heirs Executors Administrators or Assigns the full and just Sum of Five Thousand Star Pagodas (Pag.s 5000) together with such Interest as shall or may become Due thereupon then this Obligation to be void and of no Effect otherwise to continue in full force and Virtue

Signed Sealed and Delivered where no Stamped Paper is to be had In the Presence of
George La Fontaine
Ravoo Chittah Ramiah

Durmaroyen (L.S.)
Poongatoor Chingeroy (L.S.)

a true Copy
Hy Dis Pay
Atty Compt.

Mayor's Court at Madraspatnam

Tuesday the 1st day of April Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
John Turing and Edwd. John Hollond
Aldermen

Between John Philip Fabricius one of the English Missionary at Vepery Complainant and Conjevaram Durmaroy Moodelly and Poongatoor Chingleroy Moodelly of Madras Inhabitants Defendants

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Thousand Seven Hundred and Seventy four Pagodas and Thirty fanams (Pag.s 3774-30-) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Hur

Filed the 10th March 1777

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Cour Your Orator Gandavady Sawmy Chitty of Madras Merchant Administrator of all and Singular the Goods Chattels and Credits of Gandavady Munnaroo Chitty late of Madras Merchant Deceased by his Attorney Henry Du Puy one of the Attornies of this Honble Court that Comaran of Madras Inhabitant Stands Indebted unto Your Orator as Administrators as aforesaid in the full and just Sum of One Hundred and thirty three Pagodas and five fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fifty three Pounds and five Shillings or thereabouts as will more fully and at large appear by a Copy of the Translate of a Mortgage Bond given and granted unto the said Munnaroo Chitty Deceased in his life time Bearing date the Nineteenth day of May which was in the Year of our Lord one Thousand Seven Hundred and Sixty Eight hereunto Annexed for the Inspection of this Honble Court and also an Account Current both which Your Orator prays may be admitted as part of this his Bill of Complaint And whereas your Orator hath frequently and in an amicable Manner requested Payment of the said Sum of One Hundred and thirty three Pagodas and five fanams from the said Comaran

But now so it is May it Please this Honble Court

Court the said Comaram Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays a General Releef such as to this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Comaran may upon his Corporal Oath a full true direct and perfect answer make to all and Singular the Matters and things herein before setforth and alledged as fully truely and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of One Hundred and thirty three Pagodas and five fanams together with all Such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Comaran to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personelly to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such order and Decree therein as to this Honble Court shall Seem Meet

Hy Du Puy

Atty for the Complainant

Dr Comaran in Account Current with Gandavady Munnaroo Chitty Decd Cr

1768 May	19th	To the Amount Principal of Your Mortgage Bond of this date in favor of the Decd	74	17	1777 Feby	28th	By Ballance Due	133	5
1777 Feby	28th	To Interest ondo from the 19th May 1768 to this day is 8 Yrs 9 mos and 11 days @ 9 pCt pr Annum	58	30					
		Pagodas	133	5			Pagodas	133	5

Fort Saint George 28th Febry 1777

Errors Excepted

A Domr to Gandavady Munnaroo Chitty Decd

19th May 1768

I Comaran Son of Velpauckum Mostu Chitty Dogive to Mortgage Bond to Gandavady Munnaroo Chitty that is to Say my Urgent Occasion Borrowed and Received of him the full and just Sum of Seventy four Pagodas and Seventeen fanams (Pags 74 17) Current Money of Madras, Payable on Demand with Interest at the rate of 9 per Cent per Annum and for the Security of the aforesaid Sum I Mortgaged a Bill of Sale Which was Bought

from Alwan Drawn and Signed

Comaran

Witnesses

Tanandy Chadiapa

&

Charampadu Comrapen

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

H. J. Du Puy

Atty Compt

To all People to whom these Presents shall Come I Gandavady Sawmy Chitty of Madras Merchant as Administrators to the Estate of Gandaindy Munnaroo Chitty Deceased Send Greeting Whereas Comaran of the same place Inhabitant in and by one Mortgage Bond Bearing Date the Nineteenth Day of May which was in the Year of our Lord One Thousand Seven Hundred and Sixty Eight Payable on Demand with Interest with at the rate of nine pCent pr Annum did became bound unto Gandavady Munnaroo Chitty Deceased in his life time in the Sum of Seventy four Pagodas and Seventeen fanams as by the Said Mortgage Bond and Condition Thereof may appear And whereas there is now due upon the Same Mortgage Bond the Sum of One Hundred and thirty three Pagodas and five fanams for the Principal and Interest of and upon the same Bond Now Know ye that the said Gandavady Sawmy Chitty as Administrators as aforesaid for and in Consideration of a Debt due to Henry Du Puy one of the Attornies of the Honble the Mayor's Court which he the said Gandavady Sawmy Chitty doth hereby Acknowledge he the Said

said Gandavady Sawmy Chitty hath assigned and Setover and by
this Presents doth assign and Setover unto the said Henry DuPuy
the said Recited Mortgage Bond and the Money thereupon due and
owing all his Right and Interest of in and to the same And the said
Gandavady Sawmy Chitty for the Consideration aforesaid hath made
constituted and appointed and by these presents doth make Consti-
tute and appoint the said Henry DuPuy his Executors and Admi-
nistrators his true and Lawfull attornies Irrebucable for him
and in his Name and in the Name and Names of his Executors and
Administrators but for the Sole and proper use and Benefit of the
said Henry DuPuy his Executors Administrators and Assigns to
ask Require Demand and Receive of the said Comaran his Heirs
Executors and Administrators the Money Due on the said Mort-
gage Bond and on the non Payment thereof he the said Henry
DuPuy his Heirs Executors and Administrators to sue for and Re-
cover the same and on Payment thereof to deliver up and Cancel
the said Mortgage Bond and give Sufficient Releases and Dis-
charges therefore and one or more Attorney or Attornies under him
to Constitute and whatsoever the said Henry DuPuy or his Attorney
or Attornies under him to Constitute and whatsoever the said Henry
DuPuy or his Attorney or Attornies shall Lawfully doin the Pre-
mises the said Gandavady Sawmy Chitty doth Covenant with
the said Henry DuPuy that he the said Gandavady Sawmy Chitty
hath not Received nor will Receive the said Money due on the said
Mortgage Bond or any part thereof neither shall or will Release
or Discharge the same or any part thereof but will own and
allow of all Lawfull proceedings for the Recovery thereof he the
said Gandavady Sawmy Chitty Saving the said Henry DuPuy

Harmless of and from any Costs that may happen to him thereby
In Witness Whereof the said Gandavady Sawmy Chitty
hath hereunto set his Hand and Seal in Madras this twenty
Eighth day of February in the Year of Our Lord One Thousand
Seven hundred and Seventy Seven

[illegible] (L.S.)

Signed Sealed and Delivered
Where no Stampt Paper is to be
had in the presence of

[illegible]

Mayor's Court at Madraspatnam

Tuesday the 1st day of April
Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
John Turing and Edw John Hollond
Aldermen

Between Gandavady Sawmy
Chitty of Madras Merchant Admi-
nistrator of all and Singular the Goods
Chattels and Credits of Gandavady
Mannaroo Chitty late of Madras
Merchant Deceased by his Atty
Henry

Henry DuPuy one of the Attorneys
of this Honble Court Complainant
and Comoran of Madras Inhabi-
tant 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 Com-
plainant the full and Just Sum of One Hundred and thirty two
Pagodas and five fanams (Pags 133. 5.) together with all
such Interest as now is or shall hereafter become Due thereon
untill full Payment is made also all Costs of this Suit

Hur

Filed 28th Jany 1777

To the Honble the Mayors
Court at Madras patnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Alexander Cuthbert of Madras Merchant That Charles Darke also of the same place Merchant Stands Indebted to Your Orator in the full and Just Sum of three Thousand Five Hundred and Sixty Pagodas One Fanam and Thirty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings of every Pagoda the Sum of One Thousand Four Hundred and Twenty four Pounds or thereabouts, as will more fully and at large appear by an Account Current hereunto annexed for the Inspection of this Honble Court to which Your Orator Most humbly refers and prays the same may be admitted as part of this Your Orators Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner required Payment from the Said Charles Darke of the Said Sum of three Thousand Five Hundred and Sixty Pagodas One Fanams and Thirty Cash.

But now so it is may it please this Honble Court the said Charles Darke wilfully 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 Honble Court shall appear agreeable to Equity and good Conscience

To the End therefore that the said Charles Darke may upon his Corporal Oath a full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and alledged as fully truely perfectly and Effectually to all Intents and Purposes as if the same were here again repeated and particularly Interrogated

Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Three Thousand Five Hundred and Sixty Pagodas One Fanam and Thirty Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Charles Burke to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honourable Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide such Order and Decree therein as to this Honorable Court shall seem Meet

Wm Sedgley

Atty Complainant

Dr Charles Burke in Account Current with Alexander Cuthbert Esqr Cr

1776							
April 1st	To a Note of Hand Dated Ult. Inst.		38	2			
May	9th To Cash Paid You		100				
June	1st To Amount of Sundry Black Smiths apparel		190	12	60		
	2d To a Bond in the Name of Captain Manuel		500				
	5th To Cash Paid Cash Brick		20				
Septr	20th To Freight of 185 Candy Cotton Weight 9 Bales 5 Lb. Net 17 Lb. Dedt 2 Lb. 8 Bales 1198 Lb. @ 34½ P.C.		299	23	40		
October	4th To Cash Paid Sundry Expenses in Bringing Gutta Percha Rope		6	9			
	17th To Cash Paid Monckton Wages on Your Ship		216	12	50		
	Sundry Items						
Decr	24th To Interest from 1st October to this date						
	@ 8 P.C. Annum for 9 Months & 24 Days		32	14	70		
	To Amount Black Smiths Account		312	2			
	Pagodas		3852	36			

1776							
May	15th By Amount of Old Iron		239	2	50		
	@ 15 Pagl P Candy						
Octr	31 By Amount Sundry Shop Bills		81	41	60		
			321	2	30		
	Deduct Amount of Old Iron		31	16			
	Blnd Due the Same being returned		290	4	30
Decr	24th By Balance		3560	1	30
			Pagodas	3852	36

Errors Excepted

Alex. Cuthbert

Fort St George 24th December 1776

Mayor's Court at Madraspetnam

Tuesday the 1st day of April Anno Domini 1777

Present

Andrew Majendie Esquire Mayor

John Turing and Edwd John Hollond Aldermen

Between Alexander Cuthbert of Madras Merchant Complainant and Charles Darke also of the same place Merchant Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant full and Just Sum of Three Thousand Five Hundred and Sixty one fanams and thirty Cash (Pags 3560. 1. 30.) together with such Interest as now is or shall hereafter become Due thereon till full Payment is made also all Costs of this Suit

Hur

Filed the 10th Febry 1777

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Trevanum Arnachellam Moodelly of Madras Inhabitant That Charles Darke also of the same place Merchant Stands Indebted to Your Orator in the full and Just Sum of Five Thousand One Hundred and Eight Pagodas One Fanam and Sixty Cash Current Money of Madras Making in Serling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of £2043.. 4.. 4.. or thereabouts, Arising upon a Bond or Obligation bearing date the First day of February in the present Year of Our Lord One Thousand Seven Hundred and Seventy Seven granted unto Your Orator by the said Charles Darke, the Original of which Bond or Obligation is in Your Orators Possession and ready to be produced unto this Honble Court if required, to which Your Orator Most humbly refers and prays the same may be Admitted as part of this Your Orators Bill of Complaint, And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Charles Darke of the said Sum of Five Thousand One hundred and Eight Pagodas One Fanam and Sixty Cash

But now so it is may it please this Honble Court the said Charles Darke Wilfully and Obstinately refuse to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good

good Conscience

To the End therefore that the said Charles Darke may upon his Corporal Oath a full true direct and perfect Answer make, to all and Singular the Matters and things herein before set forth and Alledged as fully truly perfectly and Effectually to all Intents and purposes as if the same were hereagain repeated and particularly Interrogated, and that he may be Decreed to pay unto your Orator the Aforesaid Sum of Five Thousand One hundred and Eight Pagodas One Fanam and Sixty Cash together with all such Interest as now is or Shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Charles Darke to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras patnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Honble Court shall seem Meet

Wm Sedgley
Atty Compt

Mayor's Court at Madras patnam

Tuesday the 1st day of April Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
John Turing and Edwd John Hollond
Aldermen

Between Trevanum Arnachallam Moodelly of Madras Inhabitant Complainant and Charles Darke also of the same place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five Thousand One Hundred and Eight Pagodas One fanam and Sixty Cash (Pags 5108. 1. 60.) together with all such Interest as now is or shall hereafter become Due thereon untill full payment is made also all Costs of this Suit

Hur

Filed the 16th Feby 1777

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto the Honble Court Your Orator James Rendd by his Attorney Joseph Revell of Madras Inhabitant That Charles Darke also of the same place Merchant Stands Indebted to your Orator in the Just Sum of Two Thousand Pagodas Current Money of Madras Making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of Eight hundred Pounds Arising upon a Bill of Exchange drawn by the said Charles Darke on Alexander Jamieson or his Attorneys at Canton in China Payable to Your Orator at Thirty days sight for the Sum of Three Thousand One Hundred and fifty Spanish Dollars at the Rate of Fifteen and three Quarters Dollars for Two Pagodas as appears to the aforesaid Sum of Two Thousand Pagodas by the which Bill and Letter of Advice together with a Protest are hereunto annexed for the Inspection of this Honble Court the Original of which is on Your Orators Possession and ready to be produced unto this Honble Court if Required, to which Your Orator most humbly refers and prays the same may be deemed as part of this Your Orators Bill of Complaint, and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Charles Darke of the said Sum of Two Thousand Pagodas and

But now so it is May it please this Hon-

ble Court the said Charles Darke Wilfully 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 Honble Court shall appear Agreeable to Equity and good Conscience

To the End therefore that the said Charles Darke may upon his Corporal Oath a full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly perfectly and Effectually to all Intents and purposes as if the same were hereagain repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Thousand Pagodas together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Charles Darke to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Wm Sedgley

Atty Compt

Spanish Dollars 3150

Fort Saint George 24th July 1776

Sir

At Thirty Days Sight of this my first Bill of Exchange (my Second of the same Tenor and Date not being paid) please to pay or Cause to be paid unto Mr James Trudd or Order the Sum of Three Thousand One Hundred and fifty Spanish Dollers for Value Received placing the same to my Account with or without further Advice from

Sir

Your Most Obedt humble Servt

Charles Darke

To
Capt. Alex. Jamson
or to his Attorneys
at
1st Canton in China

Pay the Contents to Abraham Leslie Esqr
James Trudd

a true Copy
Wm Sedgley
attg Compl.

To Capt. Alex. Jamison or
to his Attorneys at Canton

Fort Saint George 24th July 1776

Sir

This Second to advice You that I have drawn on You this Day for Sp. Dolls 3150 in 1st & 2d payble at 30 days in favor of James Trudd which I beg You will honor on my Account with or without further advice from

Sir

Your Most Obedt Servt
Charles Darke

a true Copy
Wm Sedgley

Whereas I Abraham Leslie have the first day of November and Year of Our Lord One Thousand Seven hundred and Seventy Six presented unto Captain Alexander Jameson at Canton a Bill of Exchange a true Copy of which is here Annexed for Acceptance And which he the said Captain Alexander Jamison has refused Accepting of for reasons best known to himself. I am therefore under the Necessity to protest against the said Captain Alexander Jamison and all others whom it may concern in the presence of Two Witnesses who have hereunto set their hands as no Notory Publick is here to be found for all such Loss and Damages as may arise or a refusal of doing due honor to the Original of the Annexed Bill, And this I shall hold as Value and good as if passed by a regular Notory Publick for the reasons herein given

Abraham Leslie

John Reid
James Peterkin

A true Copy
Wm Sedgley
attg Compl.

Mayors Court at Madraspatnam

Tuesday the 1st day of April Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
John Turing and Edwd John Holland
Aldermen

Between James Trudd by

by his Attorney Joseph Rev[illegible]
Madras Inhabitant That Ch[illegible]
Darke also of the same place [illegible]
chant Defendant.

It Appearing by the Records of this Co[illegible]
that the Usual Rules have issued for the Defendant to Ans[illegible]
the Complainants Bill which he has Neglected doing Th[illegible]
Court doth therefore think fit to Order and Decree and d[illegible]
Accordingly Order and Decree that the Defendant Shall [illegible]
unto the Complainant the full and Just Sum of Two the[illegible]
Pagodas / Pag.s 2000 — / together with all such Interes[illegible]
now is or shall hereafter become Due thereon untill full Pa[illegible]
is made also all Costs of this Suit.

Ad Cur

18

Filed the 3d March 1777

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Court Your Orator Chocapah Chitty of Madras Merchant Th
Charles Darke also of the same place Merchant Stands
ted to Your Orator in the full and Just Sum of One Thousand
Hundred and Eighty One Pagodas Thirty four Fanams and
ty Nine Cash Current Money of Madras Making in
money of Great Britain at the Rate of Eight Sillings
every Pagoda the Sum of Five Hundred and Twelve Pounds
fifteen Shillings or thereabouts as will more fully and
appear by an Account Current hereunto Annexed for the
tion of this Honble Court to which Your Orator Most
refers and prays the same may be admitted as part of
Orators Bill of Complaint, And Your Orator further
unts this Honble Court that he hath frequently and in
cable Manner requested Payment from the said Charles
of the said Sum of One Thousand Two Hundred and Eighty
Pagodas Thirty four Fanams and Twenty Nine Cash

But now so it is may it please this Honble
the said Charles Darke Wilfully and Obstinately refuses
the same or to give Your Orator any Manner of Satisfaction
touching the Premises Your Orator therefore prays
ral Relief such as to this Honorable Court shall appear
agreeable

Agreeable to Equity and good Conscience

To the End therefore that the said Charles Darke may upon his Corporal Oath a full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth alledged as fully truly perfectly and Effectually to all Intents and purposes as if the same were hereagain repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand Two Hundred and Eighty One Pagd Thirty four Fanams and Twenty Nine Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Charles Darke to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Wm Sedgley
Atty Complt

Dr. Charles Darke in Account Current with Chocapah Chitty Cr.

1776					1776			
Sept. 2	To Cash Lent on Your Bond				April 2	By Cash Advanced by him for my Concern in the Ticket	50	
18	To Do. Do. on Your Note of hand				750	By Capt. Wood Transferred to him for which		
Mar. 14	To 56 Ounces of Silver thread at 1/4 Pag. pr Ounce				70	I have given a Receipt under this date	300	
	To Interest on the Above Sums to the 25th of Feby					By Interest on the above Sums to the 25th Feby 1777		
1777						C. J. Wood pr Annum		
Feby 1	670 for 1 1 23	1 1 23	76	34		Pag. 50 for 10 m 23 d	4 1 28	
on	750 for 1 1 7	1 1 7	74	18		300 for 5 1	11 11 56	15 13 4
on	70 for 11 11	11 11	5	34				365 13 4
					157	11 33		1281 34 29
								1647 11 33
					Pagodas	1647 11 33		

By Ballance due to me

Pagodas

Fort St. George 25th February 1777

Errors Excepted

Jno. Chocapah

Mayor's Court at Madraspatnam

Tuesday the 1st day of April Anno Domini 1777

Present

Andrew Majendie Esquire Mayor

John Turing and Edwd. John Hollond

Aldermen

Between Chocapah Chitty of Madras Merchant Complainant and Charles Darke also of the same place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of one Thousand Two Hundred and Eighty One Pagodas thirty four fanams and Twenty Nine Cash (Pags. 1281. 34. 29.) together with all such Interest as now is or shall hereafter becom Due thereon untill full Payment is made also all Costs of this Suit

A Mur

Filed the 28th Jany 1777

To the Honble the May
Court at Madraspatna

Humbly Complaining Sheweth unto this
Court Your Orator Dawsonne Drake of Fort Saint George Esq
That Charles Darke of the same place Merchant stands Indebt
Your Orator in the full and Just Sum of Twelve Thousand
Hundred and thirty four Pagodas thirteen fanams and forty
Current Money of Madras Making in Sterling Money of
Britain at the Rate of Eight Shillings for every Pag
Sum of Four Thousand Nine Hundred and Twenty Nine
and One Shilling or thereabouts As Will Morefully and at
pear by Two Accounts Current hereunto Annexed for the Insp
of this Honble Court and which Your Orator Prays may be
ted as part of this his Bill of Complaint And Your Orator fu
Sheweth unto this Honble Court that he hath frequently and
Amicable Manner Requested Payment from the said
Darke of the said Sum of Twelve Thousand Three Hundred
thirty four Pagodas thirteen fanams and Forty five Cash

But now so it is may it Please this
Court the said Charles Darke Obstinately and Wilfully Ref
to Pay the same or to give Your Orator any Manner of Sat
touching the Premises Your Orator therefore Prays a Gener
Relief such as to this Honble Court shall appear Agree

Equity and good Conscience To the End therefore that the said Charles Darke may upon his Corporal Oath full true Direct and Perfect Answer herein before Setforth and Alledged as fully truly and Effectually to all Intentes and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto your Orator the aforesaid Sum of Twelve Thousand three Hundred and thirty four Pagodas thirteen fanams and Forty five Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Charles Darke to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Jno. Sykes

Atty for the Complainant

Dr — Charles Darke in Account Cur[illegible]

1775 May	12th	To Cash lent @ 10 p Cent	2289
October	11	To Ditto Ditto	1700
	12	To House Rent at St Thomé Street from 12th Oct 74 to this day for One Year Pag 1680	
1776 April	8th	To Ditto Small House 240	1920
Octr	12	To 8 Pipes of Old Madeira Wine Sold him @ 160 Pag for Pipe is	1280
		To House Rent for One Year	1920
		To Materials as p Account Sold	284
		To a Piece of Silver Flowered Rich Sattin	240
			9633

To Interest on the above Sums from their Respective Dates to this Day @ 10 p Cent p Annum Vizt

On Pag 2289	10	20	for m 17 d	324 13 3	
1700	"	"	for 12 1	170 20	
1920	"	"	for 12 "	192 "	
1280	"	"	for 6 1	65 17 60	752

Pagodas 10385

Fort St George 12th Oct
Errors Excepted

Dawsonne Drake

Dr — Ditto

1776 Octr	12th	To Ballance due to me as p Account Current of this Date	5552
1777 Jany	8	To Cash paid to Major Cooke on Your Account	660
	20	To Interest on the above Sums Vizt	
		On Pag 5552 31 65 for 3 m 8 d @ 10 p Cent p Annum	15
		On Pag 6604 " " for " 12 @ 12 p Cent p Annum	26

Pagodas 12334

Fort St George 20 January 17[illegible]
Errors Excepted

With Dawsonne Drake — Cr

1775 August	1st	By the Ballance due to him for the Honble Companys Bond	520 7 "
Decr	20	By Lieutenant Littlestons two Bills	12 " "
1776 March	8	By Cash Received	4000 " "
			4532 7 "
Octr	12	By Interest on the above Sums from their Respective Dates to this Day @ 10 p Cent p Annum	
		On Pag 520 7 for m 14 d 11 — 62 11 50	
		12 " " for 9 22 — " 40 76	
		4000 " " for 7 1 — 237 32 52	301 1 18
			4833 8 18
		By Bellance due to Mr Drake	5552 31 65

Pagodas 10385 40 3

Ditto — Cr

1777 Jany	20	By Ballance due to Mr Drake	12334 13 45

Pagodas 12334 13 45

Mayor's Court at Madraspatnam

Tuesday the 1st day of April Anno Domini 1777

Present

Andrew Majendie Esquir Mayor

John Turing and Edw. John Holland

Aldermen

Between Dawsonne Drake of Fort Saint George Esquire Complainant and Charles Darke of the Same Place Merchant Defendant.

It Appearing by the Records of this Court the Usal Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum of Twelve Thousand three Hundred and thirty four Pagodas thirteen fanams and forty five Cash Pag. 12,334 13 [illegible] together with all such Interest as now is or shall hereafter be Due thereon untill full Payment is made also all Costs of this Suit

[illegible]

Filed the 16th Jany 1777

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Henry Alexander of Madras Major that Charles Darke of Fort Saint George Merchant stands Indebted unto Your Orator in the full and Just Sum of Twelve Thousand Four Hundred and thirty four 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 Thousand Nine hundred and Sixty Nine Pounds and Twelve Shillings As will more fully and at large Appear by an Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Charles Darke of the said Sum of Twelve Thousand Four Hundred and thirty four Pagodas.

But now so it is may it Please this Honble Court the said Charles Darke Obstinately and Wilfully Refuses to Pay the Same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honblee Court shall Appear Agreeable to Equity and good Conscient To the End therefore that the said Charles Darke may upon his Corporal Oath full true Direct

Deriel and Perfect Answer make to all and Singul
the Matters and things herein before Setforth and Alleg
as fully truly and Effectually to all Intents and purpos
the same were here Again Repeated and Particularly
derrogated and that he may be Decreed to Pay unto Y
Orator the aforesaid Sum of Twelve Thousand Four hu
and thirty four Pagodas with all such Interest as now
shall hereafter become due thereon also all Costs of this S

May it Please this Honorable Court to Cau
said Charles Darke to be Summoned and Required by the
of Fort Saint George Town of Madraspatnam and the D
thereof Personally to be and appear before this Honble Court
certain time and Place to be by this Honble Court Prefixed a
appointed then and thereto Answer this Your Orator's Bill
Complaint and further to stand to and abide by such Order
Decree therein as to this Honble Court shall seem Meet

10. January 1777.

This Bill was Shewn to me in the
days of Adjournment let a Summon
Issue Returnable next Court day.

Jno Sykes
Atty for the Complainant

Dr. Charles Darke in Account Current with Henry Alexander Cr.

1776 Decr 20th	To the Amount of Your Promissory Note of this day Payable 1st January 1777	400	1777 Jany 9th By Ballance due	12434
31st	To the Amount of Your Interest Bond Payable on Demand	6000		
	To Interest ond^o from the 31st Decr 1776 to 9th January 1777 is 9 Days @ 12 p Cent	18		
1777 Jany 1st	To the Amount of Your Interest Bond Payable on Demand	6000		
	To Interest ond^o from the 1st January to the 9th January following is 8 Days @ 12 p Cent	16		
	Pagodas	12434	Pagodas	12434

Fort St George 9th January 1777
Errors excepted
Henry Alexander

Mayor's Court at Madraspatnam

Tuesday the 1st day of April Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
John Turind and Edwd. John Hollond
Aldermen

Between Henry Alexander Madras Major Complainant and Charles Darke of Fort Saint George Merchant Defendant.

It Appearing by the Recourds of this Court that the Usual Rules have issued for the Defendant to Answer Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Answer Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Twelve Thousand Four Hundred and thirty four Pagodas (Pags. 12434 ——) together with such Interest as now is or shall hereafter become Due thereon till full Payment is made also all Costs of this Suit

Hcur

Filed the 3d. Febry 1777.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Peter Stoakes Commander of the Ship Nottingham by his Attornies Moses de Castro Thomas Pelling and John De Fries of Fort Saint George Merchants That Charles Darke also of Fort St. George Merchant Stands Indebted unto Your Orator in the full and Just sum of Seven Thousand Eight Hundred and Thirty four Pagodas Current Money of Madras making in Sterling Money of Greate Britain at the rate of Eight Sillings for every Pagoda the Sum of Three Thousand One Hundred and thirty three Pounds or thereabouts Arising on his the said Charles Darke's Bond or Writing Obligatory bearing Date the first Day of February which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Six for the said Sum of Seven Thousand Eight Hundred and thirty four Pagodas with Interest Payable in One Year from the Date thereof which said Bond or Writing Obligatory is in Your Orator's said Attornies Custody and Ready to be produced for the Inspection of this Honorable Court when Required and Your Orator further Sheweth unto this Honble Court that he hath by his said Attornies frequently and in an Amicable Manner Requested Payment from the Said Charles Darke of the Said Sum of Seven Thousand Eight Hundred and Thirty four Pagodas and Interest.

But now so it is may it Please this Honble Court the said Charles Darke Obstinately and Wilfully Refuses to Pay

Pay the same or to give Your Orator any Manner of Satisfactio-
-ching the Premises Your Orator therefore Prays a General Rel-
such as to this Honble Court shall Appear Agreeable to Equi-
good Conscience To the End therefore that the said Charle-
may upon his Corporal Oath full true Direct and Perfect An-
make to all and Singular the Matters and things herein befor-
forth and Alledged as fully truely and Effectually to all Inte-
and purposes As if the same were here Again Repeated and
-ticularly Interrogated And that he may be Decreed to Pay un-
Orator the aforesaid Sum of Seven Thousand Eight Hundred a-
thirty four Pagodas with all such Interest as now is or sha-
hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause
said Charle Darke to be Summoned and Required by the
of Fort Saint George Town of Madraspatnam and the Dist-
thereof Personally to be and appear before this Honble Court
a certain time and place to be by this Honble Court Prefixed
appointed then and there to Answer this Your Orator's Bi-
of Complaint and further to stand to and abide by such Or-
Decree therein as to this Honble Court shall seem Meet

Jno Sykes
Atty for the Complt

Mayor's Court at Madraspatnam

Tuesday the 1st day of April Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
John Turing and Edwd John Hollond
Aldermen

Between Peter Stoakes Com-
-mender of the Ship Nottingham
by his Attornies Moses de Castro,
Thomas Pelling, and John De Fries
of Fort Saint George Merchants
Complainants and Charles Darke
also of Fort St George Merchant
Defendant

It Appearing by the Records of this Court
that the Usual Rules have issued for the Defendant to Answer the
Complainants Bill which he has Neglected doing This Court
doth therefor think fit to Order and Decree and doth Accordingly
Order and Decree that the Defendant shall pay unto the Complt
the full and Just Sum of Seven Thousand Eight Hundred and Thir-
-ty four Pagodas (Pags 7834 - - -) together with all such Inte-
-rest as now is or shall hereafter become Due thereon untill full
Payment is made also all Costs of this Suit

Huz

Filed the 16th Feby 1777

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto the
Court your Orator John Paring of Madras Merchant that Nar
Moodely of Pallicat Inhabitant but at present of Madras Ma
Indebted to Your Orator in the full and Just Sum of Five Hu
and Forty Nine Pagodas Ten Fanams and Forty Cash Curre
of Madras Money in Sterling Money of Great Britain
rate of Eight Shillings for every Pagoda the Sum of Five Hun
Nineteen Pounds and thirteen Shillings or thereabouts as will
fully and at large Appear by my Account Current and Standi
Bond or Obligation hereunto Annexed for the Inspection of the
Court to which Your Orator more humbly refers and prays the
may be Admitted as part of this Your Orator's Bill of Compla
Your Orator further Sheweth unto this Honble Court that he
quently and in an Amicable Manner requested Payment of
said Narrain Moodely of the said Sum of Five hundred and
Pagodas Ten Fanams and Forty Cash

But now so it is may it please this Hon
the said Narrain Moodely Wilfully and Obstinately refuse
the same or to give Your Orator any Manner of Satisfaction
ching the Premises Your Orator therefore prays a Genera
such as to this Honble Court shall appear Agreable to Equity

Good Conscience

To the End therefore that the said Narrain
Moodely may upon his Corporal Oath a full true direct and perfect
Answer make to all and Singular the Matters and things herein before
Set forth and Alledged as fully truly Perfectly and Effectually to all
Intents and purposes as if the same were herafaine Repeated and par-
ticularly Interrogated and that he may be Decreed to pay unto Your
Orator the aforesaid Sum of Five Hundred and Forty Nine Pagodas Ten
Fanams and Forty Cash together with all such Interest as now
is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the
said Narrain Moodely to be Summoned and Required by the She-
riff of Fort Saint George Town of Madraspatnam and the Dis-
tricts thereof personally to be and appear before this Honble Court
at a Certain time and place to be by this Honble Court prefixed and
appointed then and there to Answer this Your Orator's Bill of
Complaint and further to Stand to and abide by such Order and
Decree therein as to this Honorable Court shall seem Meet

Wm Sedgley
Atty Complainant

Dr. Narrain Moodaly in Account Current with John Turing

1776 Augt.	30th	To Ballance as pr Note of hand	678	31	40	1776 Octr.	20th	By Cash Received	129
						1777 Feby.	10th	By Ballance due to John Turing	549
		Pagodas	678	31	40			Pagodas	678

Fort St. George 10th February 1777 –

Errors Excepted

Jno. John Turing

Translate of a Note Dated 30th August 1776 –

I Pullicott Narrain Moodaly on Settling do give this Note Mr. Turing who hath the Management of the Brick Kilns, that say, as I contracted with You Some Money and delivered some part of the Firewood exclusive of that the Ballance due to You the full and just Sum of Six Hundred and Seventy Eight Pagodas and Three Quarters (678 3/4) which I promise to deliver You for, in the Month of September Next I do give this Note of hand my Consent

(Signed) Narrainah

A true Translate as near as can be from the Original Labur Language by Davy Nack Sworn Interpreter

Wm. Sedgwick

Attg. Cong.

21st Febry 1777 –

This Bill was shewn to me between the days of Adjournment

(the Defendant having been Served with a Summons (The Complainant having made Oath to the Justness of his Demand and that he har Reason to beleive the Defendant will Withdraw from the Jurisdiction of this Court let a Warrant of Arrest issue –

Andrew Majendie
Mayor

Mayor's Court at Madraspatnam

Tuesday the 1st day of April Anno Domini 1777 –

Present

Andrew Majendie Esquire Mayor

John Turing and Edwd. John Hollond

Aldermen

Between John Turing of Madras Merchant Complainant and Narrain Moodaly of Pullicot Inhabitant but at present of Madras Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth

doth therefore think fit to Order and Decree and doth Accordingly
and Decree that the Defendant shall pay unto the Complainant the
and Just Sum of Five Hundred and Forty Nine Pagodas Tenfanam
Forty Cash / Pag.s 549. 10. 40. / together with all such Int
now is or shall hereafter become Due thereon untill full Pay
made also all Costs of this Suit

Hur

Filed the 24th March 1777

To the Hon'ble the Ma
Court at Madraspat

Humbly Complaining Sheweth unto
Hon'ble Court Your Orator Cotton Bowerbank Dent of Fort
Merchant That Saumee Naick of Madras Inhabitant stand
ted unto Your Orator in the full and Just Sum of Two Hun
thirty Pagodas Current Money of Madras Making in Sterl
of Great Britain at the Rate of Eight Shillings for ev
the sum of Ninety Two Pounds As will more fully and at l
by Translate of a Mortgage Bond hereunto Annexed for the
tion of this Hon'ble Court and which Your Orator Prays m
admitted as part of this Your Orator's Bill of Complaint
Orator further Sheweth unto this Hon'ble Court that he hath
ly and in an Amicable Manner Requested Payment for
Saumee Naick of the said Sum of Two Hundred and Thirty

But now so it is may it Please this Hon
the said Saumee Naick Obstinat

Same or to give Your Orator any Manner of Satisfaction touching
the Premises Your Orator therefore Prays a General Relief such as
to this Hon'ble Court shall Appear Agreeable to Equity and good
Conscience To the End therefore that the said Saumee Naick may
upon his Corporal Oath full true Direct and perfect Answer
make to all and Singular the Matters and things hereinbefore
and Alledged as fully truly and Effectually to all Intents and
purposes as if the same were here Again Repeated and Particularly
Interrogated and that he may be Decreed to Pay unto Your Orator
the aforesaid Sum of Two Hondred and Thirty Pagodas with all
such Interest as now is or shall hereafter become due thereon also
all Costs of this Suit

May it Please this Hon'ble Court to Cause the
said Saumee Naick to be Summoned and Required by the Sheriff of
Fort Saint George Town of Madraspatnam and the Districts there-
-of Personally to be and Appear before this Hon'ble Court at a certain
time and place to be by this Hon'ble Court Prefixed and Appointed
then and there to Answer this Your Orator's Bill of Complaint and
further to stand to and abide by such Order and Decree therein as
to this Hon'ble Court shall Seem Meet

24th March 1777

Jno. Sykes: 2
Atty for the Compl.t

This Bill was Shewn to me in the
days of Adjournment let a Summons
issue thereon Returnable Next Court Day

Andrew Majendie
Mayor

Translate of a Mortgage Obligation Dated the 24th October 1776

I Saumee Naick Son of Pooloor Raumakistna Dut
Faizain of Madras to give this Mortgage Obligation to Cotton
bank Dent of the same place, on my Urgent Occasion I have
gaged the following Premises, that his to say, my Father hav
some Money to One Basavapah Chitty and Received the Mo
Obligation from him on his Charity House or in favor of
Mr. Pybus And the Bill of Sale of the said House which I
gaged and Received of him Sum of /230/ Two Hundred and
Star Pagodas Current Money of Madras, which Sum I
to pay on or before the 15th of December Next with such
as may become due thereon after the Rate of 12 ℘ Cent ℘ Ann
in default of the said Payment You are to Sue this Obligation
Mayor's Court then I am to stand and plead the Affair and
the Money, after the Bond was Sued in the Court if the Mo
Received I shall pay you the same in Case if it was delay the
money then I Promise to pay with Interest Agreeable to the
given by me and also the Court Charges Witnesses Conacapally
-taramanjooloo and Munnady Nayneapah Moodaly by their
Drawn by Casavan Son of Raunova Conacapilla Saumepille

Witnesses Signed
Conacapally Veneataramanjooloo
Munnady Neyneapah

(Signed) Pooloory Sau

A True Translate as near as can be from the Original in the
bar Language by Soobasoyah Sworn Court Interpreter

Anl. Sykes
[illegible]

Mayor's Court at Madraspatnam

Tuesday the 8th day of April Anno Domini 1777.

Present

Andrew Majendie Esquire Mayor

James Call and George Procter

Aldermen

Between Cotton Bowerbank Dent of Fort Saint George Merchant Complainant and Saumee Naick of Madras Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and thirty Pagodas /Pags. 230 " " " / together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Hill

Filed the 18th Novr 1776

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Manumbadu Chingleroy Moodelliar by his Attorney Pascal Druem of Madras Inhabitant That Mos-tiah Moodelliar of the same place Inhabitant Stands Indebted to your Orator in the full and Just Sum of Two Hundred and Forty three Pagodas thirty Eight fanams and forty Cash Currents Money of Madras Making in Sterling Money of Greate Britain at the Rate of Eight Shillings for every Pagoda Sum of Ninety Seven Pounds and Nineteen Shillings or thereabouts Arising of the Amour Principal of Two Mortgage Bounts given and given unto Your Orator by the said Mootiamodelly, To Wit One the date of the Twentieth day of January which was in the Year Lord One Thousand Seven hundred and Seventy four and one the date of the Seventeenth day of January Which was in of Our Lord One Thousand Seven hundred and Seventy Six which are for the like Sum of Two Hundred and Twenty as will more fully and at large Appear by Translation thereunto Annexed for the Inspection of this Honble Court also by an Account Current hereunto Annexed All which Your Orator prays may be Admitted as part of this his Bill of Complaint and Whereas Your Orator hath frequently and Amicable Manner Requested Payment from the said Mo-

Moodelliar of the said Sum of Two Hundred and forty three Pags thirty Eight fanams and forty Cash.

But now so it is May it Please this Honble Court the said Mootiah Moodelliar Obstiraterly and Wilfully Refuses to pay the Same or to give Your Orator Any Manner of Satisfaction Touching the premises Your Orator therefore prays a General Relief Such as to this Honble Court Shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Mootiah Moodelliar may upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things herein before Settforth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were hereagain Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid sum of Two Hundred and forty three Pagodas thirty Eight fanams and forty Cash together with all Such Interest as now is or Shall hereafter become Due thereon also all Costs of this Suit.

May it Please this Honble Court the said Mos-tiah Moodelliar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and thereto Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court Shall seem Meet

Hy Dupuy
Atty Compl.

Dr Mootiah Modelliar in Acct Current with Manumbadu Chinglevoy Modelliar

		To the Amount Principal of your 2 Mortgage Bond to me this Day one under the date of 26th January 1774 and One Under the date of the 17th January 1776 both of which are Like Sum	225		1774 Sept 30	By Cash Received	10
					1776 Nov 15	By Interest on Do from the 30th of Sept 1775 to this Day is 2 Years 1 Month 15 Days @ 12 p%	1[illegible]
						By Amount	[illegible]
1776 Nov 15		To Interest on Do from the 30 Sept 1775 to this day is 1 Years 1 Month & 15 Days @ 12 p Cent p Annum	30.16.40			By Ballance Due	2[illegible]
			Pagodas	265.16.40			Pagodas 265.16.40

Fort St George 15th November 1776

E E p

Manumbadu Chinglevoy

Madras 26th January 1774

I Mootia Son of Poondamally Venkatapuddy Modelliar do give this Mortgage Bond to Mr Dawson Dubash Chinglevoy Modelliar that is to say As my Urgent Occasion Borrowed and Received of the full and Just Sum of 225 Pags Two Hundred and twenty five Pags Current Money of Madras for which sum I have Mortgaged my House and ground with its Chattly Bill of Sale Situate Poddy Naicks Pettah in Chatty Street Between the House of Poondamaly Vayal Commalam and Vakkeel Rundapah for which sum mentioned Sum I further Agreed to Let the said House to

Without Rent and without Interest for the said Sum till the 15th February 1776 Thus I Voluntarely Give this Mortgage Bond Drawn by Munnipaackom Nineapah

Signed Mootiah

Witnesses

Stree Paremboduree Mootia

& the Mark of Venkatapuddy

A True Translation as Near as Can be from the Original Malabar Language

17th January 1776

I Mootiah Son of Poondamally Venkatapuddy Do give this Agreement to Manumbadu Chingleroy Modelliar that is to say I Mortgaged my House Ground & its Chattry Bill of Sale and Received the Sum of Money upon Granting a Mortgage Bond in which mentioning Without Interest for the said Sum and Let You the said House without Rent in which said House you Let One Ristnaman to live which said Ristnaman and his family who were lived in the said House after they Gone to the Vizagapatnam and Delivered the said House unto my Possession on the 30th September 1775 which the said Sum Conditioned to be paid on or before the 15th March 1776 with Interest at the Rate of 12 p Cent p Annum from the 30th Septr 1775 and Receive the said Bill of Sale this I Voluntarely Give this Agreement Drawn by Ranganadom

Signed Mootiah

Witnesses

Condalyan &

Ninah Chitty

A True Translation as Near as Can be from the Original Malabar Language

To all People to whom these Presents shall come [illegible]
Whereas Mostiah Moodelliar of Madras Inhabitant in and by
Mortgage Bonds Bearing date To Wit one under the date of [illegible]
day of January which was in the Year of Our Lord One Thousand
hundred and Seventy four and One under the Date of the Seventh
of January which was in the Year of Our Lord One Thousand Seven
and Seventy Six both of which are like the Sum of Two Hundred [illegible]
ty Five Pagodas became bound to Manumbadu Chingleroy Mo[illegible]
the Same place Inhabitant as by the said Bond and Condition [illegible]
appear and Whereas there is now Due upon the Same Mortgage [illegible]
Sum of Two Hundred and Forty three Pagodas thirty Eight [illegible]
forty Cash for the principal and Interest of and upon the said [illegible]
Bonds — Now Know ye that the said Manumpadu [illegible]
Moodelliar for a Valuable Consideration to him in hand paid by [illegible]
Druem of Madras Inhabitant at or before the Sealing and [illegible]
these Presents the Receipt whereof he the said Manumbadu Chi[illegible]
Moodelliar Doth hereby Acknowledge He the said Manumbadu [illegible]
roy Moodelliar hath Assigned and setover and by these Presents
Assign and Setover unto the said Pascal Druem the said Mo[illegible]
and the Money or Amount Principal and Interest thereupon [illegible]
Owing and which may become Due thereon and all his Right [illegible]
rest of in and to the Same and every part thereof and the said Ma[illegible]
Chingleroy Moodelly for the Consideration aforesaid hath made [illegible]
and Appoint the said Pascal Druem his Executors and Admi[illegible]
his true and Lawfull Attorney and Attornies Irrevocable for [illegible]
in his Name and in the Name and Names of his Executors and [illegible]
trators but for the Sole and proper Use and Benefit of the said [illegible]
Druem his Executors Administrators and Assigns to ask [illegible]
Demand and Receive of the said [illegible]

And Administrators the Money Due and to become Due on the said Mort-
-gage Bonds and on Now Payment thereof he the said Pascal Druem his
Heirs Executors and Administrators to Sue for and Recover the same and
on Payment thereof to Deliver up the said Mortgage Bonds and give
Suffecient Releases and Discharge therefor and One or more Atty
or Attornies under him to Constitute and Appoint whatsoever the said
Pascal Druem or his Attorney or Attornies under him shall lawfully
Do in the Premises the said Manumbadu Chingleroy Moodelliar
Doth hereby allow and affirm and the said Manumbadu Chingleroy
Moodelliar Doth Covenant with the said Pascal Druem that
he the said Manumbadu Chingleroy Moodelliar hath not Received
nor will Receive the said Money Due or to become Due on the said
Mortgage Bonds or any part thereof nuther Shall or will Release
Discharge the same or Any part thereof but will own and Allow of
all Lawfull Proceedings for Recovery thereof he the said Pascal Druem
Saving the said Manumbadu Chingleroy Moodelliar harmless and
from any Costs that may happen to him thereby — In Witness
whereof he the said Manumbadu Chingleroy Moodelliar hath here-
-unto Set his hands and Seal in Madras this Eighteenth Day of
November in the Year of Our Lord One Thousand Seven hundred
and Seventy Six —

In the Presence of

Manumbado Chengleroy (L.S.)

[illegible]

Mayors Court at
Madraspatnam

Tuesday the 15th day of Sept
Anno Domini

Present

Andrew Majendie Esquire Mayor
George Smith 2nd Benjn Roebuck
Aldermen

Between Mamoondada Ma
Moodelliar by his Attorney Paul
of Madras Inhabitant Compla
Mootiah Moodelliar of the sam
Inhabitant Defendant

It Appearing by the Records of this C
the Usual Rules have been given for the Defendant to Answer
wants Bill which he has Neglected doing This Court
think fit to Order and Decree and doth Accordingly Order
that the Defendant shall pay unto the Complainant the
Sum of Two Hundred and Forty three Pagodas Thirty Eight
and forty Cash / Pags 243.38.40 / together with all
cost as now is or shall hereafter become Due thereon
Payment is made also all Costs of this Suit

By the Court

Filed the 16th June 1778.

To the Honorable the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Orator Samuel Stoutback of Fort Saint George Merchant, That Daniel Shaw of Madras Inhabitant and also one of the Attorneys of this Honble Court Stands Indebted unto Your Orator in the full and just Sum of One Hundred and Eight Pagodas and Thirty one Fanams Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Forty three pounds ten Shillings and three pence or thereabouts as will more fully and at large appear by One Bond or Writing Obligatory bearing date the Second day of January which was in the Year of our Lord One Thousand Seven hundred and Seventy now in Your Orator's Custody or possession and ready to be produced for the Inspection of this Honble Court when Required — And Your Orator further Sheweth that the said Daniel Shaw also Stands Indebted unto Your Orator in the further Sum of Six Pagodas Thirteen Fanams and Seventy Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Pounds ten Shillings and nine pence or thereabouts as will more fully and at large appear by the Account Current hereunto annexed for the Inspection of this Honble Court — And which said Bond and Account Current Your Orator prays may be admitted as part of this Your Orator Bill of Complaint — And your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Daniel

Daniel Shaw of the said respective Sums of One Hundred and Eight Pagodas thirty one fanams and Six Pagodas thirteen fanams and Twenty Cash amounting in the whole to the Sum of One Hundred and fifteen Pagodas Two fanams and Twenty Cash Current of Madras.

But now so it is may it please this Honble Court the said Daniel Shaw obstinately and wilfully refuses pay the same or to give your Orator any Manner of Satisfaction touching the premises. Your Orator therefore prays your Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience.

To the End therefore that the said Daniel Shaw upon his Corporal Oath full true direct and perfect answer to all and Singular the matters and things herein before charged and Alledged as fully truly and effectually to all Intents and purposes as if the Same were here again Repeated and particularly Interrogated. And that he may Declare and set forth if he did not Give such Bond or Writing Obligatory to Your Orator for Valuable Consideration and that he may also Declare and Set forth if he did not Receive from Your Orator or his Agents or Servants One Pipe of Sherriffe Wine as charged and set forth by your Bill in the Accounts hereunto annexed. And whether or not he is paid or Accounted with Your Orator for the same. And that he may be Decreed to pay unto Your Orator the aforesaid respective Sums of One Hundred and Eight Pagodas and thirty one fanams and Six Pagodas thirteen fanams and Twenty Cash and

in the whole to the Sum of One Hundred and fifteen Pagodas two fanams and Twenty Cash together with all such Interest as is now or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Daniel Shaw to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honorable Court at a certain time and place to be by this Honorable Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Honorable Court Shall Seem Meet.

Thos. Johnson

Attorney for the Complainant

Dr. Mr. Daniel Shaw on Account of Wine in Account Cu[illegible]

			Pag.	fa.	Ch.	Pag.
1769 Novr.	20th	To 1 Pipe Teneriff Wine d				36
1770 May	20	6 Months Interest on Do.	1	18	38	
Novr.	20	6 Ditto accumulating do.	1	21		
1771 May	20	6 Ditto	1	23	32	
Novr.	20	6 Ditto	1	26	10	
1772 May	20	6 Ditto	1	28	50	
Novr.	20	6 Ditto	1	31	30	
1773 April	25	5 Months and 5 days Ditto	1	32		11
		Ballance transferred to Your Bond Account				43
		Pagodas				91

Dr. Mr. Daniel Shaw on Account of Bond [illegible]

			Pag.	fa.	Ch.	Pag.
1770 Janry	2d	To Amount of Your Bond of this date				11
1773 Janry	2	To Accumulated Interest 3 Years due this day	28	35	30	
July	2	6 Months Ditto	5	21	21	
1774 Janry	2	6 Ditto	5	30	30	
July	2	6 Ditto	5	41		
1775 Janry	2	6 Ditto	6	8		
June	17	5 Ditto & 15 days Ditto	5	38	20	55
		Pagodas				166

[illegible]ith Samuel Troutback of Madras ..... Cr.

			Pag.	fa.	Ch.
1773 April	25th	By Your Bill for Law Charges	91	6	—
		Pagodas	91	6	—

Fort St. George April 25th 1773.

Errors Excepted Samuel Trouthback

Current With Samuel Troutback of Madras ... Cr.

			Pag.	fa.	Ch.			
1773 April	25th	By Ballance due as pr Wine Account				43	35	—
Octr.	25	6 Months Interes	1	31	—			
1774 April	25	6 Ditto accumulated	1	34	10			
October	25	6 Ditto	1	37	10			
1775 April	25	6 Ditto	1	40	30			
June	17	1 Month 23 days Ditto		25	30	8	—	—
		Ballance due this Day				115	2	20
		Pagodas				166	37	20

Fort Saint George June 17th 1775.

Errors Excepted Samuel Troutback

Filed
Sworn to in Court } 12th Sept. 1775.

The Amended Answer
Daniel Shaw of Madras Inhab
Defendant to the Bill of Compl
Samuel Foulback also of the sa
place, Inhabitant, Complainant

This Defendant now and at all time h
saving and Reserving to himself all and all Manner of Bo
and Advantage of Exception to the many Errors Untruths, I
ties, Insufficiencies and Imperfections in the said Bill of Co
Contained, for Answer thereunto or unto so much thereof as th
dant is Advised is any ways Material for him to make An
he Answereth and Saith — That he Absolutely to Stand Sa
unto the said Complainant in the Sum of One Hundred and f
Pagodas Two Fanams and Seventy Cash — as is most Unjustly
and Stated in the said Bill of Complaint and the Accounts Current
unto Annexed — but Admits to be Indebted unto the said Complain
in the Sum of Fifty Pagodas Nine fanams and Forty Cash
as will fully, Clearly and at large Appear by an Account Curre
hereunto Annexed for the Inspection of this Honble Court to wh
this Defendant Most humbly Refers and Prays that the
may be Admitted [illegible] of this his Answer — and Which
Sum of Fifty [illegible] Nine Fanams and Forty Cash this D
dant did Tender in Payment and Offered to Pay to the sa
Complainant before the Filing or Putting in of this his
but the said Complainant wilfully and Obstinately Refuse
Take and Receive the said Sum, Tendered as aforesaid wherefore
this —

this Defendant doth Plead the said Tender and Refusal in Bar
of Interest and all Costs that may Arise or that he may be put unto
by Reason of such the said Complainants Refusal — And this Defendt
further Answering Says that He Absolutely denies to have Purchased
of the said Complainant on the Twentieth day of November, which was
in the Year of Our Lord One Thousand Seven Hundred and Sixty Nine,
a Pipe of Teneriff Wine either for the Sum of Thirty Six Pagodas (as is
most Erroniously Setforth and Stated by the said Complainant in an
Account Current Annexed to his said Bill of Complaint denominated —
a Wine Account) or for any other Sum of Money whatever, nor did he, this
Defendant, Purchase of the said Complainant any Pipe or Pipes of
Teneriff Wine in the said Year One Thousand Seven Hundred and Sixty
Nine Save and Except the Four Pipes and One Liagure of Teneriff Wine
Particularised in the said Annexed Account Current — And this
Defendant further Saith, That had he Purchased of the said Com-
-plainant any other Quantity of Wine the same would most Undoub-
-tedly have been Included in the said Annexed Account Current and
in the Bond which this Defendant gave and Granted to the said
Complainant upon the Settling and Adjusting of the Accounts depend-
-ing between the said Complainant and this Defendant in the Beginning
of the Year One Thousand Seven Hundred and Seventy — but this Defendt
Saith — That some time in the Month of February in the said Year
One Thousand Seven Hundred and Seventy and after the Giving and
Granting of the said Bond this Defendant did Purchase of the said
Complainant a Pipe of Teneriff Wine for the Sum of Thirty Pagodas
and which said Sum of Thirty Pagodes this Defendant paid to the said
Complainant immediately upon the Purchase of the said Pipe which
said Matters this Defendant humbly Conceives Evidently demonstrates
that —

that he this Defendant did not Purchase of the said Complainant in the said Year One Thousand Seven Hundred and Seventy Nine any other Quantity of Teneriff Wine save and Except the said Pipe and One Leaguer — and as a further Demonstration that this Defendant is Indebted unto the said Complainant on the Balance of the Bond only he this Defendant begs Leave to Premise — that he Employed by the said Complainant as one of his Attorneys in carrying on Sundry Causes which were some time ago Commenced and determined in this Honble Court and the said Complainant is Indebted unto him this Defendant in the Sum of Ninety Six Pagodas and Six Fanams for his Fees, he the said Complainant at the delivery of the Bills of Costs gave this Defendant a Note in the following Words — that is to say — Received 2d May of Mr Daniel Shaw the Sum of Ninety Six Pagodas and Six on Account of this Bond — which said Receipt is in this Defendants Possession and Ready to be Produced to this Honble Court when Required and which plainly Indicates that no other Accounts were then depending between the said Complainant and this Defendant Save and Except the said Bond and the said Bill of Costs and Consequently this Defendant cannot be Indebted unto him the said Complainant in the Sum of Thirty Six Pagodas Exclusive of the said Bond for a Pipe of Teneriff Wine said to be Purchased on the said Twentieth day of November in the said year One Thousand Seven Hundred and Sixty Nine and this Defendant — in Answer to the Special Interrogatories in the said Bill of Complaint — further Says that he Admits that he hath given a Bond or Writing Obligatory to the said Complainant for a Valuable Consideration and which said Consideration fully

fully Particularised in the said Annexed Account Current but — Absolutely denies to have Received from the said Complainant or his Agents or Servants one Pipe of Teneriff Wine — as Charge and Setforth by him the said Complainant in the Accounts Annexed to his said Bill of Complaint — and as he did not Receive the said Pipe of Wine he this Defendant could not nor did not Pay nor Account with the said Complainant for the same — And Lastly this Defendt Saith that the said Complainant hath, in the Accounts Current Annexed to his said Bill of Complaint, Charge this Defendant with Interest upon Interest or Compound Interest and Denominated by the said Complainant Accumulating Interest which said Interest this Defendant with Submission to this Honble Court doth Insist is Unlawfull and Usurious and not Allowable by this Honble Court which said Matters this Defendant doth Plead in Bar of the said Compound or Accumulating Interest —

All Which Matters and things this Defendant is — Ready and willing to Aver Maintain and Prove as this Honble Court shall Direct and humbly Prays to be hence Dismissed — with his Reasonable Costs and Charges in this Behalf most Wrongfully Sustained —

Dan Shaw

Dan Shaw

Atty for the Complainant

Mr Samuel Smallback in account Current with Mr Daniel Shaw Agent Christa — Cr

1769				
May 10	By 1 Cyce Rice		35	
May 21	By 2 Ditto Ditto		60	
June 25	By 1 Ditto Ditto		35	
July 29	By 1 Ditto Ditto		38	56
Sept 14	By 1 Cayan Ditto		18	56
		Pagodas	187	56

Dr

1769				
May 21	To 1 Cyce Paid on Account		60	
	To Balance Due to Mr Samuel Smallback and		127	56
			187	56
	To Balance Due from Mr Samuel Smallback		127	56
	To Interest on Ditto from the 21st day of May 1769		1	42
	to the 15th day of August 1775 5 Years 2 Months		59	14
	and 24 days at 8 Pagodas per Annum		10	46
			198	38
	By Balance Due to Mr Samuel Smallback		187	56
			10	46
			198	38

Pagodas 187 56

Pagodas 187 56

Pagodas 127 56

Madras 11th August 1775

Errors Excepted

Daniel Shaw

Recd the 23d Oct. 1775

The Amended Replication

of Samuel Smallback of Fort Saint George Merchant Complainant to the Amended Answer of Daniel Shaw of Madras Inhabitant and also one of the Attorneys of this Honble Court Defendant

This Repliant now and at all times hereafter saving and reserving to himself all and all Manner of Benefit and Advantage of Exception to the said Defendants said Amended Answer for Replication thereunto Saith That all and every the Matters and things in and by the 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 and form as the same are therein and thereby set forth and Declared And that the said Amended Answer of the said Defendant is very untrue evasive and Insufficient in the Law to be by this Repliant Replied unto for divers Manifest Imperfections Incertainties falsehoods and Untruths therein Contained the Benefit of Exception whereunto being now and at all times saved to this Repliant — And this Repliant further Saith that he still doth Insist and will Maintain that the said Defendant is and still doth Remain and Stand justly and truly Indebted unto this Repliant in the full and just Sum of One Hundred and Eight Pagodas and Thirty One Fanams and Six Pagodas thirteen fanams and Seventy Cash amounting in the whole to the Sum of One Hundred and Fifteen Pagodas Two fanams and Twenty Cash as is most justly Set forth and Stated in this Repliants said Bill of Complaint and the Accounts Current thereunto Annexed

The

The said Defendant in his said Amended Answer Admits him-
-self to be Indebted unto this Repliant in the Sum of Fifty Pagodas
Nine Fanams and Forty Cash Only and adds — Which said Sum of
"Fifty Pagodas Nine Fanams and Forty Cash this Defendant did Tender
"in payment and Offered to pay to the said Complainant before the Filing
"or putting in of this his Answer but the said Complainant wilfully
"and Obstinately refused to take and receive the said Sum Tendered
"aforesaid Wherefore this Defendant doth plead the said Tender and
-fusal in Bar of Interest and all Costs that may arise or that he
-be part unto by reason of such the said Complainants Refusal
In Replication to which this Repliant saith that the said Defendant
pretending to have made such Tender as he has Alledged and
forth in his said Amended Answer as aforesaid In Case he the
Defendant had/he same was Illegal and Unjustifiable and
should have made such Tender before the Commencement of
the Suit This Repliant therefore hopes and humbly Submits
it to the Consideration of this Honble Court Whether the Defendant
Legally can plead the same in Bar — as this Repliant doubts
not to Shew and prove, to the Contrary from Legal Authority
to the satisfaction of this Honble Court —

The said Defendant in his said Amended Answer further
"Sets forth That he absolutely denies to have purchased of the
"Repliant on the Twenteeth day of November which was in
"the Year of Our Lord One Thousand Seven hundred and
"Nine a pipe of Teneriffe Wine for the Sum of Thirty Six Pagodas
"as is most, erroneously Set forth and Stated by the said Complai-
"nant in an Account Current Annexed to his said Bill of Com-
"plaint Denominated a Wine Account/or for any other Sum of
"Money Whatever Nor did he the Defendant purchase of the

"Complainant any Pipe or Pipes of Teneriffe Wine in the said Year
"One Thousand Seven hundred and Sixty Nine Save and except the
"Four Pipes and One Leaguer of Teneriffe Wine as particularized in
"the Account Annexed to the said Defendants said Amended Answer
"— And that had He purchased of the said Complainant any other
"Quantity of Wine, the same would most undoubtedly have been In-
"cluded in his said Annexed Account Current and in the Bond which
"the Defendant gave and granted to the Complainant upon the Settling
"and Adjusting of the Accounts depending between them the said
"Complainant and the Defendant in the beginning of the Year One
"Thousand Seven hundred and Seventy." —

In Reply to which unjust Assertions — This Repliant
saith that on or before the said Twenteeth day of November which
was in the Year one Thousand Seven hundred and Sixty Nine the
said Defendant came to this Repliants House and then Agreed
with this Repliant for a pipe of Teneriffe Wine for the price or Sum
of Thirty Six Pagodas and told this Repliant that he would send
one Teagapah his the Defendants Dubash to chuse out the same
— and that accordingly on or about the said Twenteeth day of Novem-
-ber the said Teagapah Came to this Repliants House along with
another person who he said was a Cooper — And this Repliant being
at that time Confined by Illness to his own House did send Con-
-dapah his Dubash along with the said Teagapah and Cooper into
this Repliants Go-downs — when and where a Pipe of Teneriffe
Wine was chose and fixd upon — and then Delivered by the said Conda-
-pah this Repliants Dubash as aforesaid to the said Teagapah
the Dubash of the said Defendant who immediately got Coolyes and
took —

took the same pipe of Smeriff Wine away from this Repliant
Go downe

And that soon after the said Transaction the said D
called upon this Repliant at his own House and then t
this Repliant that he need not put down or place that P
Smeriff Wine to the Account then standing out betwixt h
for that He the Defendant would pay him this Replia
-dy Money for such pipe as Delivered as aforesaid And
Repliants relying on the Several promises of Payment f
the said Defendant was the true and only Reason why
Amount of the said pipe of Smeriff Wine was not Regul
be added to the said Bond or Obligation of the Second
January one Thousand Seven hundred and Seventy
and Given by the said Defendant to this Repliant and
this Repliant asking for the same

The said Defendant further Sets forth in his said
answer "that sometime in the Month of February in the Year
" One Thousd Seven hundred and Seventy and after the Giving and
"-ting of the said Bond the Defendant did purchase of this Repli
" a pipe of Smeriff Wine for the Sum of Thirty Pagodas and the
" said Sum of Thirty Pagodas the Defendant paid to this Repli
" immediately upon the purchase of the said Pipe, and which the
" Defendant humbly Conceives evidently Demonstrates that the D
" Defendant did not purchase of this Repliant in the said Year
" Thousand Seven hundred and Seventy Nine any other Quantity of
" Wine save and except the said Four Pipes and one Leager As
thereto this Repliant begs leave to Observe to this Honble Court
he never Sold to the said Defendant a pipe of Smeriff Wine in

— One Thousand Seven hundred and Seventy— Nor consequently could
he this Repliant Receive the Sum of Thirty Pagodas for the same

The said Defendant also sets forth in his said
amended Answer— "that as a further demonstration that he the Defdt
" was Indebted unto this Repliants on the Ballance of the said Bond
" Only— begs leave to promise that he was Employed by this Repliant
" as One of his Attornies in Carrying on Sevr Causes which were some-
" time ago Commenced and Determined in this Honble Court and
" this Repliant being Indebted unto the said Defendant in the
" Sum of Ninety one Pagodas and Six fanams for his Fees— that this
" Repliant upon the Delivery of the Bill of Costs gave the Defendant
" a Receipt in the following Words— That is to say "Received 21st May
" 1773 of Mr Daniel Shaw the Sum of Ninety one Pagodas and Six
" fanams on Account of this Bond

This Repliant does Admit that the said Defendant was
Employed by this Repliant in Carrying on Sevr Causes which were
sometime ago Commenced and Determined in this Honble Court And
that the Defendants Bill of Costs for his Fees &c might come to the Sum
of Ninety One Pagodas and Six fanams And that this Repliant did
give a Receipt for the same on Account— but not on Account of the
Bond only mentioned in these presents— And this Repliant begs
leave to Inform this Honble Court that one Nineapah a Dubash be-
-longing to Mr Sykes came to this Repliant with a Receipt from
the said Defendant for the Sum of Ninety one Pagodas and Six fanams
and another Receipt from his Master the said Mr Sykes for the like
Sum for he was also Employed as one of the Attornies in these Causes,
and on this Repliants Enquiring of the said Nineapah why he
brought both the Repliant— he told this Repliant that the Defendant
being

being Indebted unto his said Master had given him that
in part of payment in case this Repliant should pay the
That this Repliant then told the said Nimapah that there
Accounts depending between the Defendant and this Repli
and that the Defendant was then considerably Indebted
Repliant and that therefore if he expected the Money he
be much disappointed But this Repliant added that he
ready to give the said Defendant on Delivery of this Bill
for Sum a Receipt on Account and according to this Repliant
give the Defendant a Receipt on Account but not on Account
Bond And in Case any such said Receipt in the words
in the said Defendants Amended Answer Exists the same
not Signed by this Repliant as the Words of this Bond
mentioned in any Receipt tendered Offered or Shewn by the
Defendant or any of his Servants or Agents to this Repliant
Signed by this Repliant at any time or times whatsoever
how or by what means or Authority any such said Words
his Bond were added or by or come there after this Repli
Signed a Receipt ending with the Word Account this
-ant Submits the same to this Honble Court And this
pliant begs leave to observe that in Case any such said
had been Intended to have been given on Account of a Bond
that no other Account there Existed as falsely Asserted by the
-fendant The Defendant as an Attorney of this Honble Court
well Acquainted with the Nature of Bonds and the possibility
of Assigning the same to a Third person He would naturally have
Amended such said pretended Receipt to have been Indorsed on
the back of the said Bond In order that the same might appear

a Discharge in part of the said Bond had the Fact been so which
this Repliant avers Insist and will Maintain was not the Case and
doubts not but that in the Curse of these proceedings it will fully and
clearly appear to this Honble Court that there were other Accounts
between this Repliant and the said Defendant notwithstanding what
the said Defendant hath so holding Asserted on Oath in his said Answer

This Repliant further Replying saith that he never at
any time Sold the said Defendant or any other person a Leaguer of Wine
for the Sum of Thirty Eight Pagodas and Thirty one Fanams as menti
oned in the Account annexed to the said Defendants said amended An
swer But as a Leaguer Contains one fourth part more in Quantity
than a pipe this Repliant Sold the same for the Sum of Forty three
Pagodas and Thirty one fanams (Viz) at and after the Rate of Thirty
five Pagodas p Pipe which is a plain and clear Demonstration
that the said Defendant did not keep just Regular and true Books
or Accounts but has charged the Leaguer as if bought at Thirty Eight
Pagodas Thirty one Fanams in order to make it appear as if the
Amount of the Bond was a Real Ballance due only from the said
Defendant to this Repliant October the Fourteenth which was in
the Year one Thousand Seven hundred and Sixty Nine

The Defendant further says in his said Amended Answer
that the said Receipt "plainly Indicates that no other Accounts were
"then depending between this Repliant and the said Defendant save
"and except the said Bond and the said Bill of Costs and Consequently
"the Defendant cannot be Indebted unto him the said Complai
"nant in the Sum of Thirty Six Pagodas Exclusive of the said Bond
"for a pipe Tenereff Wine said to be purchased on the said Fourteenth
"day of November in the said Year One Thousand Seven hundred
and

"and Sixty Nine".

In Reply thereto this Repliant begs leave to Ob
this Honble Court that even admitting he had given such
as mentioned in the said Defendants said Amended Ans
could be no means Indicate that there were at that time
Accounts depending between the said Defendant and
Repliant except the said Bond and Bill of Costs as the
for the said pipe of Sincerff Wine as set forth in this Re
Bill of Complaint and Account thereunto Annexed Ren
Un settled to this day.

The said Defendant in his said Amended An
saith That this Repliant hath in the Account Current
"to his Bill of Complaint Charged the Defendant with
"upon Interest or Compound Interest and Denominated
"Repliant Accumulating Interest" This Repliant
Reply thereto saith that it is both usual and Customary
Saint George and Madras for persons who Borrow Mo
pay the Interest every Six Months if demanded for the
Borrowed. And in Case it happens not to be convenient to
such said Interest when it becomes due either to give
of Hand for the said Interest or to allow the said Interest
become an additional Sum to the Original principal
and the Aggregate Sum becomes as it were an Accumulated
Capital Stock.

This Repliant further saith that by an Act of Pa
"ment passed in the Sixth Session of the Thirteenth parlia
ment of Great Britain begun and holden in the Eighth year

Our Sovering Lord George the Third King &c. and in the Thir-
teenth Year of his Reign Intitled" An act for Establishing
"Certain Regulations for the better Management of the affairs of
"the East India Company as well in India as in Europe It is
"Enacted That any Sum not above the Value of Twelve Pounds
"for the bearance of One Hundred Pounds for a Year and so after
"that Rate for agreeable or lesser Sum or for a longer or shorter
"time" Shall and may be Lawful and taken for payment of
any Principal or Money to be lent on Usury or for Loan of any
monies Wares Merchandizes or other Commodities Bonds Con-
tractes and Assurances whatsoever by any Subject of his Ma-
jesty his Heirs and Successors in the East Indies.

Whereas this Repliant has charged in his said Accounts
Current only at and after the Rate of Eight p Cent p Annum and the
whole Interest Account therein Charged by this Repliant is Thirteen
and one half Pagodas and upwards less in Value than Simple Inte-
rest at and after the Rate of Twelve p Cent p Annum as allowed
by Act of Parliament as aforesaid The simple Interest at and after
the Rate of Twelve Pagodas p Cent p Annum on One Hundred and
Eight pagodas and Thirty one Fanams in case the Money had not
been demanded amounting to the Sum of Seventy Two Pagodas
whereas the whole Interest charged by this Repliant in the
said Accounts Current is only Fifty Eight Pagodas Six Fanams
and Twenty Chast as aforesaid.

And this Repliant begs leave to Remark the great
hardship that would attend Money Lenders who might have nothing
but the Interest of their Money to Support their Families If Evil
minded and litigious vexations persons Refused when Demanded
paying the Interest due to them If the Interest so due was not
allowed

Allowed to become and Additional Capital and to bear lawful
-terest.

This Repliant further saith that the said Defendant
not pretend in his said amended Answer to Deny that both the said
principal Money and the Interest due was frequently and often
Demanded of him by this Repliant as aforesaid and as often p
with promises of payment to a future day under pretence of not
money in his the said Defendants hands to Discharge the said D
therefore the said Interest is as justly due and Owing to this Repl
from the said Defendant as the said Principal Money And the
Interest is neither Usurious Unlawful nor Irregular in the time
manner as charged by this Repliant, in the Accounts Annexed to
Repliants said Bill of Complaint and pray'd to be Admitted
part thereof notwithstanding what is Asserted by the said Defendant
in his said amended Answer which said Interest together with the
-ning part of the full and just sum of One Hundred and Fifteen Pay
two fanams and Twenty Cash Sued for by this Repliant in his said
Bill of Complaint and the future Interest that may accrue or grow
with Exemplary Costs this Repliant humbly hopes and prays that the
Court will be pleased to Order and Decree the said Defendant to pay unto
this Repliant. This Repliant further saith that with regard to
any other Matter or thing pretended to be Setforth and Alledged by the
Defendant in his said Amended Answer to which this Repliant hath
already Replied, if any, the same are Vague very untrue evasive and
-ficient in the Law for this Repliant to make any further or other Rep
-cation thereunto.

All which Matters and things this Repliant
ready and [illegible] to Aver Maintain and prove as this Hon'ble Court
shall please to Order and Direct and humbly prays as in and by the
said Bill of Complaint and the Accounts Current thereunto annexed
already Prayd.

Thos. Johnson
Atty for the Repliant

Interrogatories to be Administered to
Persons as shall be produced Sworn and Ex
-amined on the part and behalf of the Complainant
in this Honble Court Wherein Samuel Smith
of Fort Saint George Merchant is Complain
and Daniel Shaw of Madras Inhabitant
also one of the Attorneys of this Honorable
Court is Defendant

On the part and behalf of the Complainant

To all the Witnesses } 1st. Do you know the Parties the Complainant and Defendant
the Title of these Interrogatories named or either and which of
and how long have you so known them or either and which of
Dulaw Did set forth the same

Comdapah — 2d. Are you or are you not Dubash Cuirpoly or Cojah to
Keeper to the Complainant in this Cause named and for what
long time have you been his Dubash Cuirpoly or Cojah
Keeper — or acted as such Declare and Set forth

The same — 3d. Do You or do You not know or have you not heard and
or do you not believe that the Defendant in this Cause named
personally or by his Dubash Servant or Servants or any other
or persons and where, did or did not apply to the Said Complainant
sometime about the Latter end of the Year of Our Lord one Thousand
seven hundred and Sixty Nine and at or about what time whether
in the Latter end of the Said Year One Thousand Seven hundred and
Sixty Nine In order to purchase or Buy of him the Said Complain
-ant any and what Quantity or Quantitys of Sower of Wine of
you Declare and Set forth the same and each and every particu
-cular Relative thereto as you have been informed or do believe

Wither

3d. Interrogatory the Deponent saith that he was present when
the Complainant Samuel Smithson in the Cause mentioned did
to known how Many years soever it be — that he did see
know the Defendant Daniel Shaw in the Cause named the Said
to known for Many Years and upwards — and more Saith not to
this Interrogatory

4th. Interrogatory the Deponent saith that he was present when
with the Hand Writing of Samuel Smithson the Complainant in
the Cause named and that the Deponent hath seen the same and
or subscribed to Accounts for Monies due and other Matters and
from and Manner that is usual and Customary with him the Said
Complainant to subscribe or make his Name at full length Samuel
Smithson to the best of this Deponents Remembrance — and that
Paper Writing now produced and Shown to him at the time of
his Examination Said to be Subscribed by the Complainant Samuel
Smithson in this Cause named is the proper Hand Writing of the
said Complainant to the best of this Deponents Knowledge and that
it was made in the usual form and Manner the said Complainant
generally doth so subscribe to such said Receipts for Monies &c —
upon Attentively Examining the said Paper Writing or Receipt this
Deponent thinks that the Word of in the last line before the
Words his Bond that the Stroke of the Letter f comes over the Stroke
of the Letter S in the Word Samuel, and that the Dash Stroke
after the Word Bond also appears to this Deponent to come over the
Top of the Letter k in the Word Smithson — but this Deponent
does not observe any Erasure or Interlineation — and more Saith
not to this or the last Interrogatory — Tho.s Welling

S. Welch
Exam.r

To the First Interrogatory this Deponent saith, that He doth know the Complainant Samuel Trentback in this Cause and that He hath so known him Forty Years or thereabouts — and that He doth also know the Defendant Daniel Shaw in this Cause, and that He hath so known him Twenty Years and upwards — and more Saith not to this Interrogatory —

To the Second Interrogatory this Deponent saith, that He is acquainted with the Hand Writing of Samuel Trentback the Complainant in this Cause named, and that this Deponent hath seen his name wrote or Subscribed to Receipts for Monies due and other Matters — and the form and Manner that is usual and Customary with him the said Complainant to Subscribe or write his Name is at full length Samuel Trentback to the best of this Deponents Remembrance — and that the Paper Writing now produced and Shown to him at this the time of his Examination Said to be Subscribed by the Complainant Samuel Trentback in this Cause named is the proper Hand Writing of the said Complainant to the best of this Deponents Knowledge and that it is wrote in the usual form and Manner the said Complainant generally doth so subscribe to Such said Receipts for Monies due — upon attentively Examining the said Paper Writing or Receipt this Deponent thinks that the word of in the last line before the Words his Bond that the Foot of the Letter f comes over the Foot of the Letter d in the Word Samuel, and that the Dash or Stroke after the Word Bond also appears to this Deponent to come over the Top of the Letter k in the Word Trentback — but this Deponent

Mayor's Court at
Madrasspatnam

Between Samuel Trou[illegible]
of Fort Saint George Merch[illegible]
Complainant and Daniel [illegible]
of Madras Inhabitant and [illegible]
one of the Attorneys of this [illegible]
Court Defendant

On the Part of the Compl[illegible]

Depositions of Witnesses taken in this Cause by [illegible]
before the Examiner in this Court as followeth

Mr. John de Fries of Madras Merchant Aged 41 Years being [illegible]
ced as a Witness in this Cause on the Part of the Complainant was on the [illegible]
of March 1776 Signified at the Office of Mr. Daniel Shaw who is [illegible]
for the Defendant by Cundapah my Servant who also left him at [illegible]
name Title and Place of Abode of the said Deponent and afterwards [illegible]
same Day being Sworn and Examined Deposeth as followeth

1st. To the First Interrogatory this Deponent saith, that He [illegible]
know the Complainant Samuel Troutback in this Cause [illegible]
that He hath so known him Thirty Years and that He doth [illegible]
know the Defendant Daniel Shaw in this Cause and that [illegible]
hath so known him Eight or Nine Years and more saith [illegible]
to this Interrogatory

2d. To the Second Interrogatory this Deponent saith, that He is [illegible]
quainted with [illegible]

Complainant in this Cause named, and that this Deponent has
Seen his Name wrote or Subscribed to Receipts Bonds Bills and
others Papers — and the form and manner the Complainant Sub
-scribs or writes his name is in uptain Hand Samuel Troutback
at full length — and that the Paper Writing now produced and
shewn to this Deponent at this the time of his Examination said
to be Subscribed by the Complainant Samuel Troutback in this
Cause named is the proper Hand Writing of the said Complainant
to the best of this Deponents knowledge and Belief — and that it
is wrote in the usual form and manner that the Complainant
generally doth subscribe Such Receipt for Moneis due or other
Accounts — After Examining the Said Paper Writing attentively
this Deponent does not find any Erasese or Intertincation, but
that the Sulter Part of the Said Paper Writing appears to this
Deponent to have been wrote with a different coloured Ink and
the Writing rather crowded to what the rest of the Receipt is —
and more Saith not to this or the last Interrogatory

John d Fries

J. Welch
Examr.

Mayor's Court at
Madrasspatnam

Between Samuel Troutback
of Fort St. George Merchant Compl.t
and Daniel Shaw of Madras Inha
bitant and also one of the Attornies
of this Hon.ble Court Defendant

On the Part of the Complainant
Depositions

Depositions of Witnesses taken in this Cause by [illegible] before the Examiner in this Court as followeth.

Mr. Robert Williamson of Madras Inhabitat Aged 40 years thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 2d day of March 1776 Signified at the Office of Mr. Daniel Shaw who is Attorney for the Defendant by Cundapah my Servant who left him a Note of the Name Title and Place of abode of the said Deponent after wards on the same day being sworn and Examined Deposeth as follows

1st ..... To the First Interrogatory this Deponent saith, that He doth know Samuel Troutback the Complainant in this Cause and that he hath so Known him Six years or thereabouts and that He doth also Know the Defendant Daniel Shaw in this Cause and that He hath so Known him also Six years or thereabouts and more saith not to this Interrogatory.

2d ..... To the Second Interrogatory this Deponent saith, that He is Acquainted with the Hand Writing of Samuel Troutback the Complainant in this Cause named that this Deponent has seen his Name Wrote or Subscribed to many Receipts for Monies due for Interest Godown Rent and Accounts of Goods sold and other Matters, and the general Method is Signing his name at full length and at some distance from the Writing and that the Receipt Note or Paper Writing now produced and Shewn to him at this the time of his Examination said to be Subscribed by the Complainant Samuel Troutback in this Cause named this Deponent believes to be the Proper hand Writing of the said Complainant [illegible] the name

Samuel Troutback is the general from that He Signs to receipts for Monies due and other Matters but the Words Signed Samuel Troutback not at the usual distance that he general puts his name from the Words of a Receipt Superscribed and as for as this Deponent can imagine or believe from Seeing any Writing Expost facto this Deponent does verily believe that the Words On Account of his Bond and a final Stoke at the End hath been added and Superscribed since the Name Samuel Troutback was wrote or Subscribed for the following Reasons the whole Body of the Receipt ending with the Word fanams and the Word and figures Pags. 91. 6. 0 with and indented Stroke at the Bottom appear to be wrote with one and the same Ink and quite Streight and the Words On Account of his Bond are wrote crooked and with a Different coloured Ink the tail of the Letter F. in the Word Of and part of the Letter D with the final Dash or Stroke after it all appear to be wrote or the Words Samuel Troutback which Words Samuel Troutback are wrote with pale Ink and the Words On Account of his Bond with a much Darker coloured Ink which evidently appears to this Deponent wrote after words Samuel Troutback wrote in paler Ink had been Signed and more saith not to this or the last Interrogatory.

R. Williamson

J. Welch
Examr.

Mayor's Court at
Madrasspatnam

Between Samuel Trou[illegible]
of Fort Saint George Merchant [illegible]
plainant and Daniel Shaw [illegible]
Madras Inhabitant and also [illegible]
the Attorneys of the Honorable [illegible]
Defendant

On the Part of the Complainant

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

Cundapah of Madras Conicoply Aged 52 Years or thereabouts being [illegible]
duced as a Witness in this Cause on the Part of the Complainant was on the [illegible] day
of March 1776 Shown at the Office of Mr Daniel Shaw who is Attorney for the
Defendant by Cundapah my Servant who also left him a Note of the Name [illegible]
and Place of abode of the said Deponent and afterwards on the same Day being
Sworn and Examined Deposeth as followeth

1st ..... To the First Interrogatory this Deponent saith, that He doth Know
the Complainant Samuel Troutback in this Cause and that he hath
so known him Thirty Six Years or thereabouts and that he hath also
Know the Defendant Daniel Shaw in this Cause and that he hath so
Known him Ten Years or thereabouts and more saith not to this In-
terrogatory.

2d ..... To the Second Interrogatory this Deponent saith, that He is Acquain-
ted with the Hand Writing of [illegible]

this Cause named that this Deponent hath seen his name Wrote or
Subscribe to many Receipts for Monies due or other Matters and the
Mode form and manner which is usual and Customary with the
said Complainant to Subscribe or write his name is at full length
Samuel Troutback and that the Paper Writing now Produced and
Shewn to him at this the time of his Examination Said to be Sub-
scribed by the Complainant Samuel Troutback in this Cause named
this Deponent believe is not the proper hand Writing of the said Com-
plainant and that it is not wrote in the usual Mote from or customary
Manner the said Complainant hath Subscribed or generally doth so
Subscribe to any such said Receipts for Monies due or on any other
accounts as he the said Complainant generally writes or Subscribes
his Name in larger Letters and never Signs so near to the Words or
Writing of or Receipt that this Deponent does not Know or believe
that any Addition Erasure Interlineation or Substraction of any Letter
or Letters Word or Words Figure or Figures hath been Added Erased
Interlined Subtracted or Dimenished Since the name or Words
Samuel Troutback was wrote or Subscribed, but it appears to this
Deponent that a letter or two in the Name Samuel Troutback has
been Erased as it does not seem to this Deponent to be Wrote all
with the Same Ink and More saith not to this or the last Inter-
rogatory.

[illegible]

F. Welch
Examr

Mayors Courtat
Madraspatnam

Between Samuel [illegible]
of Fort Saint George Merchant
Complainant and Daniel [illegible]
of Madras Inhabitant and
One of the Attornies of this
Court Defendant

On the Part of the Complainant

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

Ninapah of Madras Dubash Aged 30 Years or thereabouts being
duied as a Witness in this Cause on the Part of the Complainant was in the
of March 1776 Signified at the Office of Mr Daniel Shaw who is Attorney
for the Defendant by Condapah my Servant who also left him a Writ
Name Title and Place of Abode of the said Deponent and afterwards on the
Day being Sworn and Examined Deposeth as followeth

1st ..... To the First Interrogatory this Deponent saith that he well knows
the Complainant Samuel Scoutback in this Cause and that he hath
so known him Twenty Years or thereabouts — and that he also
knows the Deponent Daniel Shaw in this Cause and that he hath
is known him Ten Years or thereabouts and more Saith not to the
Interrogatory —

2d ..... To the Second Interrogatory this [illegible]

Well acquainted with the Hand Writing of Samuel Scoutback the
Complainant in this Cause named that this Deponent has oftentimes
seen his Name wrote or Subscribed to a Receipt and that it was
wrote at full length Samuel Scoutback that this Deponent can-
not be certain whether the Receipt or Paper Writing now pro-
duced and Shewn to him at this the time of his Examination
said to be Subscribed by the Complainant Samuel Scoutback
in this Cause named is of his proper Hand Writing as he this
Deponent has been informed that the said Complainants Wife
signed always for him, and at the time the Receipt now pro-
duced and Shewn to him was signed it was not in this Deponents
presence, and that this Deponent does not know whether it is
wrote in the usual Mode Form or Customary manner the said
Complainant hath Subscribed or generally doth so subscribed
any such said Receipts for Monies due or in any other Accounts
— and that this Deponent does not know nor Believe that
any Addition Evasive Interlineation or Subtraction of any Letter
or Letters Word or Words Figure or Figures hath been added Erased
Interlined Subtracted or Diminished since the Name or Words
Samuel Scoutback was wrote or Subscribed — and more Saith
not to this or the last Interrogatory —

[illegible]

J Welch Examt

Interrogatories to be ad-
-ved to such Witnesses as shall
Produced, Sworn and Examined
a Certain Cause, now Depending
and at Issue in the Rouble the
Mayor's Court at Madras
wherein Samuel Trouthick
Madras Inhabitant, is Co-
and Daniel Shaw also of the
same place, Inhabitant is
Defendant — On the Part
behalf of the Defendant

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

To Teagapah — 2d — Do You know of any Pipe, or Pipes, Seaguers
Seaguers of Teneriff Wine being Purchased by the Defendant
from the Complainant? If Yea, at what time, or times, Do
the Defendant Purchase the said Wine and after what Rate
Rates, was, or wase, the same Purchased at by the Pipe or Sea-
-gure, and how did you come by the Knowledge thereof? Do
you know of any, and what, Sum, or Sums, of Money that
or were, paid by the Defendant to the Complainant, or to any
Person, or Persons, on his Account for any Wine Purchased of
him? — If Yea, set forth the Particular time, or times,

Same was, or were, so paid? — Do you know, or Do you not know, of
a Pipe of Teneriff Wine being purchased by the Defendant from the
Complainant on any day in the Month of November which was
in the Year One Thousand Seven hundred and Sixty Nine, and if
not why not? — Do you know of any, and what Bond that was
Entered into and Executed by the Defendant for the Payment of
the Sum of One Hundred and Eight Pagodas and Thirty One Fanams
and Interest, or of any other and what Sum or Sums of Money to the
Complainant? If Yea how came you by the Knowledge thereof and
on what Account, or for what Consideration, did the Defendant Grant
the said Bond to the Complainant? — Declare all that you know and
have been Credibly informed and Believe Concerning the same with
the Reasons and Circumstances which Induce your Belief? —

To Ninapah — 3d — Was you at any time, and when, desired by the Defendant
to Carry and deliver some Accounts, or Bills, to the Complainant to-
-gether with a Receipt for the Complainant to Sign? If Yea, what
were the Accounts or Bills You so Carried and delivered to the Com-
-plainant and for what Reason or Purpose and do you know if
the Paper Writing Marked Letter A now Produced and Shewn to
you at this the time of your Examination is the Receipt you Carried
and was you Present and did you See the Complainant Sign his
name thereunto or how Otherewise? The whole of these Matters
According to the best of your Knowledge Remembrance and Belief
together with the Reasons of Such your Belief fully and Particularly
Declare.

To Messrs. Thomas Pelling and John de Fries — 4th — Have you at any time, or times, Seen the
Complainant Write, or Sign his name to any Paper Writing, and
are —

are you acquainted with the Character or manner of his Hand W[illegible]
If Yea do you know or believe that the Name, Samuel Froutbach
on the Paper Writing, Marked Letter A now Produced and Shewn
you at this the time of your Examination, was wrote by the Def[illegible]
and is after the manner and Character in which he is accustomed
Sign his Name? The whole of these matters According to the best of
Knowledge Remembrance and Belief together with the Rea[illegible]
of such your Belief fully and Particularly Declare?

To Teagapah and Arnachellum } 5th Were you at any time, and when, directed by
Defendant to carry any and what Sum of Money to the Compl[illegible]
in Order to Tender the same in Payment as the Balance of [illegible]
Current Annexed to the Answer of the Defendant to an Action [illegible]
menced by the Complainant against the Defendant in the [illegible]
the Mayor's Court? If Yea at what time or on which day [illegible]
so directed what was the Sum of Money you so Tendered and did
Complainant Accept, or Refuse the said Tender in Payment
made by you as aforesaid? The whole of these Matters [illegible]
to the best of your Knowledge Remembrance and Belief together
with the Reasons of such your Belief fully and Particularly
Declare.

To Teagapah 6th Had you at any time, and when, any Conversation
with Cundapah, a Servant to the Complainant and Produced, [illegible]
paid, as a Witness, Relative to the Matter in Dispute in this Cause
If Yea what was the Purport of your Conversation and what
did the said Cundapah say was the Cause or Motive which [illegible]
the Complainant to Commence his Action against the Defendant
in the manner he ha[illegible]

directed? The whole of these Matters accordingly to the best of your
Knowledge Remembrance and Belief together with the Reasons of
such your Belief fully and Particularly Declare.

To Mr. Michael Fennell 7th Did or Did not, the Complainant at any time,
and when, tell you that he had a Cause depending in the Hon'ble the
Mayor's Court at this Place? If Yea against whom did he say the
same was Commenced and by whose Advise Persuation or Direction
was he Induced to Commence the same and on whom was his depen-
dance in Carrying on the Proceedings and what was his Sentiments
of the Issue thereof? The whole of these Matters According to
the best of Your Knowledge Remembrance and Belief together with
the Reasons of such Your Belief fully and Particularly Declare.

To all the Witness } 8th Do You know of any other matters or things or have
you heard, or can you set forth any thing touching the Matters in
Question in this Cause that may tend to the Benefit 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.

Dan Shaw
Atty for the Defendant.

J. Welch
Examr.

Mayors Court at Madraspatnam

Between Samuel Trout of Madras Inhabitant Complainant and Daniel Shaw of the same Place Inhabitant Defendant

On the Part of the Defendant

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

Teagapah of Madras Dubash Aged 29 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 9th of February 1776 Shewn at the Office of Mr. Thomas Johnson who is Witness for the Complainant by Cundapah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st. To the First Interrogatory this Deponent saith that He doth know the Complainant Samuel Troutback in this Cause and that He hath so known him Ten Years or thereabouts — and He doth also know the Defendant Daniel Shaw in this Cause and that He hath so known him Eight Years or thereabouts — and more saith not to this Interrogatory.

2d. To the Second Interrogatory this Deponent saith, that He doth know of some Pipe or Pipes Leagure of Teneriffe Wine being purchased by the Defendant from the Complainant and that the said Defendant did Purchase the said Wine In the Year of Our Lord One Thousand Seven hundred and Sixty Nine Vizt On the Tenth of May one Pipe at Thirty Five Pagodas on the Second of June Five Pipes at Sixty Pagodas on the Twenty third of July one Pipe at Thirty Five Pagodas and on the fourteenth of October One Leagure at Thirty Eight Pagodas and Thirty one Fanams, and that Deponent came to the Knowledge thereof by being Dubash to the Defendant in this Cause and was sent by him the said Defendant at the aforemantioned Periods to the Complainant for the said Teneriff Wine, and that this Deponent did also keep an account when he fetched the said Wine away from the said Complainant — that this Deponent doth know of some Sum or Sums of Money that was, or were paid by the Defendant to the Complainant in his Account for some Wine purchased of him — and on the Twenty First of June In the year of Our Lord One Thousand Seven hundred and Sixty Nine Sixty Pagodas wen so paid by the said Defendant — and that this Deponent does not know of a Pipe of Teneriffe Wine being purchased by the Defendant from the Complainant on any Day in the Month of November which was in the Year of Our Lord One Thousand Seven hundred and Sixty Nine — but that this Deponent doth know of a Bond that was Entered into and Executed by the Defendant for the Payment of the Sum of One hundred and Eight Pagodas and Thirty One fanams and Interest to the Complainant, and this Deponent came to the knowledge thereof by being present when the Complainant and Defendant settled their Accounts for the aforementioned Teneriffe Wine bought

bought by the Defendant from the Complainant and that there
a Balance due to the Complainant of on Hundred and Eight Ou
and Thirty one Fanams for which Sum he the said Complai
desired the Defendant to give him a Bond which the said
did accordingly do and this Deponent Signed thereto as a Wi
and that the said Bond was given by the Defendant unto
Complainant on the Second of January In the Year of Our
One Thousand Seven hundred and Seventy and that in Febru
following the Defendant bought of the Complainant one Pipe of
Tenereffe Wine for which the Defendant paid ready Money as
Deponent knows — and more Saith not to this Interrogatory
4/5 To the Fifth Interrogatory this Deponent saith, that He
directed by the Defendant On the Fourteenth of August In the
Year of Our Lord One Thousand Seven hundred and Seventy
to carry Fifty Pagodas Nine Fanams and Forty Cash to the
Complainant in Order to Tender the same in Payment at the
Balance of an Account Current Annexed to the Answer to the
Defendant to an Action Commenced by the Complainant
against the Defendant in the Honble the Mayor's Court, and
that the Complainant did refuse the said Tender in Payment
made by the Deponent as aforesaid — and more Saith not to
this Interrogatory
4/6 To the Sixth Interrogatory this Deponent saith that, He had
some Conversation after the Commencement of this Suit, with
Cundapah a Servant to the Compl[illegible]

Part as a Witness Relative to the Matter in Dispute in this
Cause — and that this Deponent did ask the said Cundapah
why his Master the Complainant put the said Defendant
into Court, and also said that the Complainant would lose
the Cause the said Cundapah replyed we shall see which
to the but of this Deponents Recollection and be lest is all
Conversation that passed between him and the said Cun-
-dapah respecting the Matter in Dispute and more Saith
not to this in the last Interrogatory.

[signature]

T. Welsh
Examr.

Mayor's Court at
Madraspatnam

Between Samuel
Troutback of Madras Inhabi-
-tant Complainant and
Daniel Shaw also of the same
Place Inhabitant Defendant

On the Part of the Defendant

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

Ninapah of Madras Dubash Aged 37 Years or thereabouts being produced
as a Witness in this Cause on the Part of the Defendant was on the 16th Day of February
1776 Shewn in Person at the Office of Mr. Thomas Johnson, who is Attorney for
the Complainant by Cundapah my Servant who also left him a Note of the
Name Title and Place of Abode of the said Deponent and afterwards in the
24th

24th Day of the same Month being Sworn and Examined D[illegible] as followeth

1st To the first Interrogatory this Deponent saith, that He doth [illegible] the Complainant Samuel Troutback in this Cause and that [illegible] so known him Twenty Years or thereabouts and that He doth [illegible] know the Defendant in this Cause, and that He hath so kn[illegible] him Ten Years or thereabouts, and more saith not to this [illegible]

3d To the Third Interrogatory this Deponent saith, that He was [illegible] three Years ago desired by the Defendant to carry and deliver [illegible] accounts or Bills to the Complainant together with a Receipt [illegible] the Complainant to Sign, and that the Accounts or Bill this [illegible] ment so carried or Delivered to the Complainant was on Accou[illegible] some Law Charges that the said Complainant was indebted [illegible] the Defendant in a Certain Cause wherein the said Deponent [illegible] Mr Sykes had been jointly employed by the said Complain[illegible] and that this Deponent doth know that the Paper Writing [illegible] Letter A now produced and Shown to him at this the time of [illegible] Examination is the Receipt he this Deponent so carried but [illegible] this Deponent was not present nor did not see the said Compl[illegible] nant Sign his Name thereunto that the said Complainant [illegible] the said Complainant carried the said Receipt up Stairs and [illegible] brought it down Signed and more saith not to this or the last Interrogatory

J Welch
Examr

[illegible]

Mayor's Court at Madraspatnam

1

Between Samuel Troutback of Madras Inhabitant Complainant and Daniel Shaw also of the same Place Inhabitant Defendant

On the Part of the Defendant

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

Mr Thomas Pelling of Madras Merchant Aged 50 Years being produced as a Witness in this Cause on the Part of the Defendant was on the 2d Day of February 1776 Signified at the Office of Mr Thomas Johnson who is Attorney for the Complainant by Cundapah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

1st To the First Interrogatory this Deponent saith, that He doth know the Complainant Samuel Troutback in this Cause, and that He hath so known him Forty Years and upwards — and that He doth also know the Defendant Daniel Shaw in this Cause, and that He so known him Twenty Years and upwards — and more saith not to this Interrogatory

4th To the Fourth Interrogatory this Deponent saith, that He hath several times seen the Complainant write or Sign his Name to Paper Writings, and that He is acquainted with the Character or Manner of his Hand Writing, that this Deponent doth know

know that the Name Samuel Troutback, Wrote on the Pa[illegible]
Writing Marked Letter A now produced and Shewn to him
the time of his Examination was not wrote by the Defen[illegible]
and it not after the Manner and Character in which he [illegible]
med to sign his Name, but this Deponent doth know [illegible]
the Hand Writing of the Complainant in this Cause wh[illegible]
Deponent hath after seen sign his name and more sai[illegible]
to this or the last Interrogatory.

F. Welch
Examr.

Thos. Pelling

Mayor's Court at
Madraspatnam

Between Sam[illegible]
Troutback of Madras [illegible]
tant Complainant and [illegible]
Shaw also of the same [illegible]
Inhabitant Defendant

On the Part of the Defen[illegible]

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

Mr. John de Fries of Madras Merchant Aged 41 Years being [illegible]
as a Witness in this Cause on the Part of the Defendant was on the 26th Day
February 1776 Signified at the Office of Mr. Thomas Johnson who is [illegible]
for the Complainant by Cundapah my Servant who also left him a Note [illegible]
name Title and Place of Abode of the said Deponent and afterwards in [illegible]

Same Day being Sworn and Examined Deposeth as followeth

1st To the First Interrogatory this Deponent saith, that He doth know the Complainant Samuel Troutback in this Cause, and that He hath so known him 30 Years or thereabouts — and that He doth also the Defendant Daniel Shaw in this Cause, and that He hath so known him Eight or Nine Years — and more saith not to this Interrogatory —

To the Fourth Interrogatory this Deponent saith, that He hath several times seen the Complainant Writing sign his name to Paper Writings, and this Deponent is also acquainted with the Character and Manner of his Hand Writing — that this Deponent beleives that the Name Samuel Troutback wrote on the Paper Writing Marked Letter A now produced and Shewn to him at this the time of his Examination was not wrote by the Defendant Mr. Shaw, but to the best of this Deponents knowledge to be the Signature of the Complainant observing only that the Writing of the Receipt sums to be too much crowded — and more saith not to this or the last Interrogatory —

John de Fries

F. Welch
Examr.

Mayors Court at
Madraspatnam

Between Samuel
Foulkback of Madras Inhabitant
Complainant and Daniel Shaw
also of the same Place Inhabitant
Defendant

On the Part of the Defendant

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

Arnachellum of Madras Dubash Aged 26 Years or thereabouts
duced as a Witness in this Cause on the Part of the Defendant was on
February 1776 Sworn in Person at the Office of Mr Thomas Johnson
Attorney for the Complainant by Candapah my Servant who also
note of the Name Title and Place of Abode of the said Deponent
wards on the same Day being Sworn and Examined Deposeth as follo

To the First Interrogatory this Deponent saith that he
the Complainant Samuel Foulkback in this Cause and that
is known him Two Years or thereabouts — and that he also
the Defendant Daniel Shaw in this Cause and that he hath
him Five Years or thereabouts — and more Saith not to this

To the Fifth Interrogatory this Deponent saith that he was
by the Defendant to go with him the said Defendants Dubash
Sum of Money to the Complainant in Order to Tender the same
ment as the Balance of an Account Current Annexed to the
of the Defendant to an Action Com

the Defendant in the Honble the Mayors Court, and that it was
on the Fourteenth day of August in the Year of Our Lord One Thousand
Seven hundred and Seventy Five that this Deponent was so directed
and the Sum that this Deponent and the said Dubash so tendered
was Fifty Pagodas Nine Fanams and Forty Cash, and that the
said Complainant did Refuse the said Tender in Payment
made by this Deponent and the said Dubash as aforesaid, and told
them to carry it to his Attorney — this Deponent and the said Dubash
met the Complainants Attorney Mr Johnson on their return home
and tendered him the said Sum of Fifty Pagodas Nine Fanams and
Forty Cash who also refused it saying that He must first speak
to the Complainant — and more saith not to this or the last In-
terrogatory

J Welch
Exam^r

Mayors Court at
Madraspatnam

Between Samuel
Foulkback of Madras Inhabitant
Complainant and Daniel Shaw
also of the same Place Inhabitant
Defendant

On the Part of the Defendant

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

Mr Michael Fennell of Madras Inhabitant Aged 45 Years or
thereabouth

Orthenabuts being produced as a Witness on this Cause on the Part of the C
was on the 12th February 1770 Signified at the Office of Mr Thomas
who is Attorney for the Complainant by Candapah my Servant who
him a Note of the Name Title and Place of Abode of the said Depon
afterwards on the same Day being Sworn and Examined Deposeth
1st To the First Interrogatory the Deponent saith, that he
the Complainant Samuel Swinbank in this Cause, and h
hath to known him one Year and upwards — and that he
know the Defendant Daniel Shaw in this Cause, and ha
to known him between Five and six Years and more
this Interrogatory —
7th To the Seventh Interrogatory this Deponent saith, that
plainant in October last to the best of this Deponents k
did tell him that he had a Cause depending in the
Mayors Court at this Place, and that the Complainant
that the same was Commenced against Mr Shaw, but
Complainant did not tell this Deponent by what
Execution or Direction he was Induced to Commence
and in whose his Defendants was in carrying on the
dings and what his Sentiments was of the Same tha
that the Complainant did tell this Deponent that he
no Intention of going to Law with Mr Shaw but he
been for something that Mr Williamson found out
ting their Comms — and more Saith not to this
Interrogatory

Sworn before me
J. Welch
Comr

Mr Samuel

Sir

Having contracted with a person to Bottle off a pipe of wine on the Same Terms as the Two last pipes Shad of you be pleased to let the bearer have a pipe of your Tenerriff according to his direction, Shaving informed him which one to approve of the excessive heat of the day makes it very disagreeable for me to come into the Fort, but if it does not rain in the afternoon shall do myself the Pleasure of writing on You —

Sam

Sir
Your Most Obt Humbl Servant
Dan Shaw

8th January 1770

Dear Sir

My being from time to time Disappointed in receiving from Doctor Tasely Captn Fortunis of reckonings, for whom Sam in advance upwards of Pags 340, o have prevented me from paying you what Sam indebted, and the Principle Reason for my not calling to see see you ere now, as Sam really ashamed to keep you so long out of your Money. Immediately on my receiving the reckonings from the Doctor who informs me that the same is lately to be soon settled, I shall than to fully pay you the Principal with Interest thereon. Being apprehensive that Mrs G—e will thro fear again trouble the Great man before his departure, I have determined to keep out of the way until he goes from the Settlement and nothing but the above hinders me from going to pallicoat where Sam promised Protection Sam Dear Sir

Your most Obt Humble Servant
Dan Shaw

To Mr Samuel Swinbank

Know all Men by these presents, that I Daniel Shaw of Madras Inhabitant am held and firmly bound unto Samuel Troutback of the Same place Inhabitant in the penal Sum of One Hundred and Seventeen Pagodas and Seventy Fanams or the payment whereof well and truely or be made to the said Samuel Troutback his heirs Executors Administrators, or assigns, I do hereby bind myself my heirs Executors and Administrators firmly by these Presents in Witness whereof I have hereunto set my Hand and Seal in Madras this Second day of January in the Year One Thousand Seven hundred and Seventy.

Whereas the above bound Daniel Shaw hath borrowed and received of the above named Samuel Troutback the full and just Sum of One Thousand and Eight Pagodas and Thirty One fanams to run at Interest at the rate of Eight per Cent per Annum.

Now the Condition of this Obligation is such, that if the above bound Daniel Shaw his heirs, Executors, Administrators, or assigns, shall well and truely pay or cause to be paid unto the above named Samuel Troutback his heirs, Executors, Administrators or assigns, the full and just Sum of One Hundred and Eight Pagodas and Thirty one Fanams together with such Interest as shall or may become due thereupon on Demand then this Obligation to be void and of no effect, otherwise to continue in full Force and Virtue.

Signed, Sealed and delivered where no stamp't Paper is to be had in the presence of

John Steward

[illegible]

Dan. Shaw

Mayor's Court at Madras patnam

Tuesday the 15th day of April Anno Domini 1777

Present

Andrew Majendie Esquire Mayor

George Smith and Benj.n Roebuck Aldermen

Between Samuel Troutback of Fort Saint George Merchant Complainant and Daniel Shaw of Madras Inhabitant and also one of the Attorneys of this Hon.ble Court 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 Accounts Annexed, This Defendants Amended Answer with an Account Current annexed The Amended Replication The General Rejoinder The Interrogatories and Depositions on the part of the Complainant with a Note marked A annexed, The Interrogatories and Depositions on the part of the Defendant, Three Exhibits on the part of the Complainant On Hearing the Pleadings made Use of by the Attornies and on Due Consideration had thereon This Court

Intents and purposes as If the same were hereagain Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Forty Nine pagodas and Twenty Seven fanams together with all such Interest as is now due or hereafter shall become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Coca Saye to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet.

19th April 1777

Thos Johnson
Atty for the Complainant

This Bill of Complaint was Shewn to me in the days of Adjournment - Let a Summon Issue thereon Returnable next Court day

Andrew Majendie
Mayor

Translate of a Mortgage Obligation
Dated the 20th of November 1773. Malaber Stile

I Samodroo Naicken Son of Coca Soye, do Give this Mortgage Obligation to Pungall Narrain Syrang, On my Urgent occasion I have Mortgaged my House and Bill of Sale, which House is situated at Mootal Pettah in the Saravacarons Street and between the House of Tickauna Aude Narrain Naicken and Voppalapah Narrain - And I have Received of you the Sum of 149 3/4 Star pagodas Current Money of Madras, which Sum I promise to pay on Demand, with Sum I promise to pay on Demand with such Interest as may become due thereon after the rate of 9 p Cent p Annum - Witnesses - Tickauna Aude Narran Naicken and Voppolapah Narrain Naicken by their knowledge Drawn by Tutaudy Cundapah

(Sign'd) Mark of Coca Samodaroo

Witnesses
Tickauna Aude Narrain
Voppolapah Narrain

A true Translate as near as can be taken from the Original in the Gentoo Language by Soobriah Sworn Court Interpreter

Thos Johnson
Atty for the Complainant

To all People to whom these presents shall come Greeting
Whereas Eca Saye of Madras Inhabitant by a Mortgage Bond
or Writing Obligatory bearing date the Twentieth day of January
in the Year one thousand Seven hundred and Seventy three Stands
Indebted unto Narrain Syrvay of Madras aforesaid Inhabitant
in the full and just Sum of One Hundred and Sixty Nine Pagodas
and Twenty Seven Fanams being the Amount Principal of the
said Mortgage Bond or Writing Obligatory together with the
Interest thereon Now Know ye that the said Narrain
for a Valuable Consideration to him in hand paid by Manuel Warner
of Madras aforesaid Inhabitant at or before the Sealing and Delivery
of these presents the Receipt whereof he the said Narrain doth hereby
Acknowledge He the said Narrain Hath assigned Transferred
and Set over and by these presents Doth assign Transfer and
Deliver unto the said Manuel Warner the said Mortgage Bond or
Writing Obligatory and the Money or Amount Principal thereof
Mortgage Bond or Writing Obligatory and the Interest thereof
now due and Owing or which may at any time hereafter become
due thereon And all his Right Title and Interest of in and to the
same and every part thereof And the said Narrain for the Consi-
deration aforesaid Hath made Constituted and Appointed and
by these present Doth make Constitute and appoint the said
Manuel Warner his Executor or Administrators his true and
lawful Attorney and Attornies Irrevocable for him and in
Name or in the Name of

but for the Sole and proper Use and Benefit of the said Manuel
Warner his Executors Administrators or Assigns to ask Require
Demand and Receive of the said Eca Saye his Heirs Executors
or Administrators the Money now due or to become due on
the said Mortgage Bond or Writing Obligatory And on Non
payment thereof the the said Manuel Warner his heirs Execu-
tors or Administrators to Sue for and Recover the same And
on payment thereof to Deliver up and Cancel the said Mort-
gage Bond or Writing Obligatory and give sufficient Relea-
ses and Discharges therefore and one or more Attorney or Attor-
neys under him to Constitute and appoint And whatsoever
the said Manuel Warner or his Attorney or Attornies under
him shall Lawfully do in the premisses he the said Narrain
doth hereby Ratify Allow and Confirm And the said Narrain
doth hereby Covenant with the said Manuel Warner that he
the said Narrain hath not Received nor will Receive the
said Money so due or hereafter to become due on the said Mort-
gage Bond or Writing Obligatory or any part thereof Neither
Shall or will Release or Discharge the same or any part thereof
but will own and allow of all lawful proceedings for the
Recovery thereof the said Manuel Warner saving the said Narrain
harmless and from any Cost that may happen to him thereby
In Witness whereof the said Narrain hath hereunto Set his Hand
and Seal in Madras aforesaid the Fourteenth day of April in the Year
of Our Lord One Thousand Seven hundred and Seventy Seven

(L.S.)

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

Mayor's Court at Madraspatnam

Tuesday the 22th day of April Anno Domini 1777

Present

Andrew Majendie Esquire Mayor

James Call and George Proctor

Aldermen

Between Narrain Syrar of Madras Inhabitant by his Attorney Manoel Warner of Madras aforesaid Inhabitant Complainant and Coca Sayeed of Madras aforesaid Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth thereof think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Forty Nine Pagodas & Twenty Seven fanams (Pag.s 149.27) together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Hue

Filed 11th Novr 1776

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator David Young of Madras Merchant That Ramalingham and Paupah Chitty of the same Place Merchant, Stand, Indebted unto Your Orator in the full and just sum of Five Hundred and Seventy Two Pagodas and Thirty Seven Fanams, Current Money of Madras, making in Sterling money of Great Britain, at the Rate of Eight Shillings for every Pagoda, the Sum of Two Hundred and Twenty Nine Pounds Three Shillings and One Penny, or thereabouts, as will more fully and at large Appear by the Translate of an Acknowledgment or Writing in the Gentoo Language hereunto Annexed for the Inspection of this Hon'ble Court to which your Orator most humbly Refers and prays that 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 Five Hundred and Seventy Two Pagodas and Thirty Seven Fanams.

But now so it is and may it please this Hon'ble Court the said Ramalingham and Paupah Chitty Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises your Orator prays a General Relief such as to this Hon'ble Court shall

appear

(408)

appear agreeable to Equity and good Conscience To the End
therefore, that the said Ramalingham and Paupah Chitty
may upon their Corporal Oaths full, true Direct and perfect
Answer make to all and Singular the Matters and things
herein Sett forth and alledged, as fully, truly and Effectually
to all intents and purposes as if the same were here again
repeated and Particularly Interrogated and that they may
Decreed to pay unto your Orator the aforesaid Sum of Five
Hundred and Seventy Two Pagodas and Thirty Seven Fanams
With all such Interest as now is or shall hereafter become
due thereon also all Cots of this Suit

May it Please the Honble Court that
the said Ramalingham and Paupah Chitty to be Summoned
and Required by the Sheriff of Fort Saint George Town of the
Patnam and the Districts thereof Personally to be and appear
before this Honble Court at a Certain time and place to be by this
Honble Court Prefixed and appointed, then and there to Answer
this Your Orators Bill of Complaint and further to Stand to
and abide by such Order and Decree therein, as to this Honble
Court shall Seem Meet

Dan. Shaw
Atty for the Complt

(409)

26th Febuary 1776

We Ramalingham and Paupah Chitty Do hereby
acknowledge to have, this day Settled and Adjusted the Several
Accounts that were Depending between us and Mr. David
Young in the Presence of Kistnamah Naick and Declare that
there is a Balance of Five Hundred and Seventy Two Pagodas
and Thirty Seven Fanams due by us the said Ramalingham
and Paupah Chitty and, for which we are Answerable
by Consent of Paupah Chitty.

/Signed/ Ramalingham

Witnesses
Medah Keeny Keamah
Mooda Kistnamah

A True Translate as near as can be
taken from the Original in the Gentoo Language by
Soubanyah Sworn Court Interpreter

Dan Shaw
Atty for the Complt

Mayor's Court at Madraspatnam

Tuesday the 22d. day of April Anno Domini 1776

Present

Andrew Majendie Esquire Mayor

James Call and George Proctor Aldermen

Between David Young of Madras Merchant Complainant and Ramalingham and Paupah Chitty of the same Place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendants to Answer the Complainants Bill which they have Neglected doing this Court doth therefore think fit to Order and Decree and it Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and Just Sum of Five Hundred and Seventy Two Pagodas and thirty Seven Fanams (Pags 572. 37.) together with all such Interest as now is or shall hereafter become Due thereon untill full payment is made also all Costs of this Court

Filed the 11th Novr 1776

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Comrapah Sharry of Madras Inhabitant by his Attorney Daniel Shaw of the Same place Inhabitant, That Irshepah Sharry and Ponapah Sharry of the same place Inhabitants, Stand Indebted unto Your Orator in the full and just Sum of Thirty Seven Pagodas, Current Money of Madras, Making in Sterling Money of Great Britain, at the rate of Eight Sillings for every Pagoda the Sum of Fourtee Pounds and Sixteen Shillings as will more fully and at large Appear by the Translate of a Cadjan Bond or Writing Obligatory in the Mallaber Language hereunto Annexed for the Inspection of this Honble Court to which your Orator most humbly Refers and prays that the same may be Admitted as part of this his Bill of Complt the Original being in Your Orator's Possession and Ready to be produced to this Honble Court if Required — And Whereas Your Orator frequently and in a friendly Manner, requested the Payment of the said Sum of Thirty Seven Pagodas.

But now so it is and may it please this Honble Court the said Irshepah and Ponapah Sharry Obstinately and wilfully refuses to pay the same or to give your Orator any Manner of Satisfaction touching the Premises Your Orator prays a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience — To the End therefore that the said Irshepah Sharry and Ponapah Sharry may upon their Corporal Oaths —

Oaths full true, direct and perfect Answer make to all and Singular the Matters and things herein before setforth and alledged, as fully and Effectually to all intents and purposes as if the same were here again Repeated and Particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of Thirty Seven Pag With all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Hon'ble Court to Cause the said Irshapah Sharry and Ponapah Sharry to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Hon'ble Court at Certain time and Place to be by this Hon'ble Court prefixed and appointed, then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree thereon as to this Hon'ble Court shall Seem Meet.

Dan Shaw
Att'y for the Complainant

Madras 10th January 1775

We Irshapah Sharry and Ponapah Sharry, the Sons of Tereunch Madary Mostapah Sharry of Madras Do give this Obligation to Comrapah Sharry the son of Cateor Patcheapah Sharry of the Same place, and Acknowledge to have Received of him on Urgent Occasion the full and Just Sum of Thirty Seven Current Star Pagodas (Pagodas 37) which said Sum We promise to pay on or before the 9th day of April next with such Interest as shall become due thereon at the Rate of 18 p Cent p Annum and on default

Of Payment you may Sue us in the Court and Receive the Principal and Interest thereon at the Rate of 18 p Cent p Annum by our consent We have given your this Obligation Witnesses Walcarra Cundapah and Chrcalingah by their Knowledge Drawn by Tondavaraye Votuire

Mark of 4 Irshapah Sharry
Mark of 4 Ponapah Sharry

Witnesses
Checalingah
Cundapah

A True Translate as near as can be taken from the Original in the Mallabar Language by Soubarayah Sworn Court Interpreter

Dan Shaw
Att'y for the Compl't

Mayor's Court at Madraspatnam

Tuesday the 22th day of April Anno Domini 1777

Present
Andrew Majendie Esquire Mayor
James Call and George Proctor
Aldermen

Between Comrapah Sharry of Madras Inhabitant by his Attorney

(464)

Attorney Daniel Mans of the
same place Inhabitant Copyist
to Cockeys Chelvany and Compy
Shawy of the Same place Mer
chants Defendants

It Appearing by the Records of this
that the Usual Rules have issued for the Defendants to Answer
the Complainants Bill which they have Neglected doing this
Court doth therefore think fit to Order the Decree and doth
Accordingly Order and Decree that the Defendants shall pay
unto the Complainant the full and Just Sum of Thirty Seven Pags
Pags. 37 ---- Together with all such Interest as now is or shall
hereafter become Due thereon untill full Payment

Fiat

Fiats the 6th March 1777

(465)

Monies of Madras Making in Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda the
Sum of Eight Hundred and Ninety six Pounds Being the
Amount Principal of a Bond or Obligation given and grant-
ted by the said Iswapah Chitty and Mootu Chitty unto the said
Deceased Catchick Nazarin his life time Bearing date the
fifth day of July which was in the Year of Our Lord One Thou-
sand Seven Hundred and Seventy Six a Translate of which
is hereunto Annexed for the Inspection of this Honble Court
and Your Orator prays the same may be Admitted as part
of this his Bill of Complaint the Original whereof is in Your
Orators Possession and Ready to be produced if Required And
whereas Your Orator further Sheweth unto this Honble Court
that he hath frequently and in an Amicable Manner Requested
Payment of the said Sum of Two Thousand two Hundred and
forty Pagodas from the said Iswapah Chitty and Mootu Chitty
But now so it is May it Please this Honble
Court the said Iswapah Chitty and Mootu Chitty Obstinately
and Wilfully Refuse to pay the same or to give your Orator any
manner of Satisfaction Touching the Premises your Orator
therefor prays a General Relief Such as to this Honble Court
shall appear agreeable to Equity and Good Conscience To the
End therefore that the said Iswapah Chitty and Mootu Chitty
may upon their Corporal Oaths & full true Direct and perfect
Answer Make to all and Singular the Matters and things
herein before Set forth and alledged as fully truely and Effectu-
ally to all Intents and Purposes as of the same were again
Repeated

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Saith Sir Robert of Madras Merchant
Executor Named in the last Will and Testament of Catchick
Nazar late of Madras Merchant Deceased that Iswapah Chitty
and Mootu Chitty of the same place Merchant stand indebted
unto Your Orator as Executor as aforesaid in the full and just
Sum of Two Thousand two Hundred

repeated and particularly Interrogated and that they May be Decreed to pay unto Your Orator the aforesaid Sum of Two thousand two Hundred and forty Pagodas with all such Interest as now is or which shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the Irsapah Chitty and Mootu Chitty to be Summoned and Required the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at certain time and place to be by this Honble Court prefixed and appointed then and thereto answer this Your Orators Bill of Complaint and further to Stand to and abide by such order and Decree therein as to this Honble Court shall seem Meet

5th March 1777

Hy Du Pury
Atty Compt

This Bill was shewn to me in the days of Adjournment Complainant taking oath to the justness of Debt and that he has reason to believe Defendant will depart from Jurisdiction of this Court upon hearing this Bill is filed against him let Summon and Warrant issue Returnable immediately

Andrew Majendie
Mayor

We the under writing have Received and Borrowed of Catchick Nazar on Ready Money 2240. Star Pagodas the half which is 1120 Pagodas which is to Run at Interest at 3 quarters a Pagoda p Cent, on the Condition that after 6 Months we are to pay it without further execution and the Catchick Nazar

has power to take his Money from any one of us he shall lay hold of we are Obliged after the expiration of 6 Months the 2240 Pagodas which we have Received to pay with the Interest thereon and the Interest at 3 quarters Pagodas p Cent p Month We do promise likewise and for our Heirs whosoever of us shall be present after the time is out is Obliged to having the aforesaid Sum of 2240 Pagodas with the Interest thereon with out further excuse. Madras July the 5th in the Year of Saviour 1776

(Signed) in Malaber Language
Irsapah Chitty
Mootu Chitty, the Sone of Irsapah Chitty

Witnesses
Mahomed Saley
Samee Pooley

A true Translation as neas as can be from the Original Armenian Lenguage by Denis Phillip Calender

Hy Du Pury
Atty Compt

Mayor's Court at Madraspatnam

Tuesday the 22d day of April Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
James Call and George Proctor
Aldermen

Between Sath Ter aviat

Aviat of Madras Merchant
Executor Named in the last
and Testament of Catchuk
late of Madras Merchant
-ceased Complainant and
-pah Chitty and Mostaba
of the same place Merch
Defendent

It Appearing by the Recourds of this Court
the Usual Rules have issued for the Defendant Ishapah
to Answer the Complainant's Bill which he has Neglected
This Cause doth therefore think fit to Order and Decree
doth Accordingly Order and Decree that the Defendant Ish
Chitty shall pay unto the Complainant the full and Just
of Two Thousand two Hundred and forty Pagodas (Pag^s 22
together with all such Interest as now is or shall hereafter
Due thereon untill full Payment is made also all Costs of

H Cur

Filed the 14th March 1777

To the Honble the Mayor
Court at Madras patnam

Humbly Complaining Shewth unto
Honble Court Your Orator Arnachellum Chitty of Madras
by his Attorney Narcissus Rodrigues of the same Place, Inhabitant
Mahomed Saib

Indebted unto Your Orator in the full and just Sum of One Hundred and Twenty Seven Pagodas and Thirty Three Fanams, Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda, the Sum of Fifty One Pounds One Shillings and Eleven Pence, or thereabouts, as will more fully and at large Appear by the Translate of a Respondentia Bond or Writing Obligatory in the Mallaber Language an Acct. and an Assignment of the said Bond or Writing Obligatory made Bona Fide by your Orator unto his said Attorney hereunto Annexed for the Inspection of this Honble Court and to which Your Orator most humbly Refers and prays that they 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 One Hundred and Twenty Seven Pagodas and Thirty Three Fanams &c

But now so it is and may it please this Honble Court the said Mahomed Saib Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises your Orator prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience. To the End Therefore, that the said Mahomed Saib may upon his Corporal Oath full, true, direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged, as fully, truly, and Effectually, to all Intents and purposes as if the same were here again repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of One Hundred and Twenty Seven

Seven Pagodas and Thirty three Fanams Which shall such
as now is or shall hereafter become due thereon about
this Suit

May it Please this Honble Court to
said Mahomed Saib to be Summoned and Required
of Fort Saint George Town of Madraspatnam and
them of Personally to be and appear before this Honble
Certain time and Place to be by this Honble Court
appointed, then and there to Answer this Your
of Complaint and further to Stand to and abide by
and Decree therein, as to this Honble Court Shall

March 1777

Sworn to me with the days of Assignment
the Complainants Attorney having made Oath
to the Justness of the Complainants Demand
and that he has Reason to Believe that the
Defendant will with draw himself from
the Jurisdiction of this Honble Court on
hearing that a Bill is filed against him
Let a Summonses Returnable Immediately
and a Warrant of Arrest Issue

Andrew Mayendie
Mayor

Danl Shaw
Att^y for the Compl^t

15th February 1774

I Mahomed Saib the Son of Budday Saib of Madras
Merchant, Do hereby Grant this Respondentia Bond to
Arnachellum Chitty of the same Place That is to Say
Having this Day taken up and Received of you the Sum of
Eighty Star Pagodas to Run at Respondentia at the Premium
of 25 p^Cent on the two Mast Vessell Called the Rushaydoo
Mungoo Pushoolay Haylan in which I am to go Which
Said Vessell is to proceed from hence to Rangoon in Pegue and
from thence in such Vessell as I shall come into, the Voyage
to be Compleated the Letter End of May Next, at which time
I am to touch at this Coast of Madras, And that 21 Days
after her so touching at this Coast whoever shall produce
this Bond, I shall without any Dispute or Pretention what
ever Discharge the Principal thereof and Premium due thereon
But In Case I should Remain at Savoy, I promise to
allow you Land Interest at the Rate of Ten p^Cent besides
the Premium Thus I have Voluntarely Given you this
Respondentia Bond Drawn Signed and Sealed by

Mahomed Saib

Witnesses
Cady Chitty
Vellapah Chitty

A True Translate as near as can be taken
from the Original in the Malabar Language by Soubrayah
Sworn Court Interpreter

Danl Shaw
Att^y for the Compl^t

Mahomed Saib

1774 February 15th To the Amount of your Respondentia Bond or Writing Obligatory in the Mallaber Language on the Two Mast Vessel called the Kushaydoo Mungoo Pushooly Haybani from Madras to Rangoon &c. — 80

To Premium on Ditto @ 25 p Cent — 20

100

To Interest on Pagodas 100 from the 1st day of June 1774 to the 10 day of March 1777 is 2 Years 9 Months and 10 days @ 10 p Cent p Annum — 27 33

Amount Pagodas 127 33

Madras 11th March 1777

Errors Excepted

To all People to Whome these Presents shall come Greeting Whereas Mahomed Saib the Son of Buddy Saib of Madras Merchant in and by one Respondentia Bond or Writing Obligatory in the Mallaber Language bearing Date the Fifteenth day of February which was in the Year One Thousand Seven Hundred and Seventy Four became Bound unto Arnachellum Chitty of Madras Merchant in the Sum of Eight Pagodas, Current Money of Madras, with Catain Terms and Conditions therein Named as by the Translate of the said Bond or Writing Obligatory hereunto Annexed will fully and at Large Appear — And Whereas there Remains due to the said Mahomed Saib the Sum of One Hundred and Twenty Seven Pagodas and Thirty Three Fanams being the Principal together with the Premium and Interest due thereon

Now Know

Consideration of the said Sum of One Hundred and Twenty Seven Pagodas and Thirty Three Fanams Current Money of Madras, to him in hand paid by Narcissus Rodrigues of the same place Inhabitant the Receipt whereof the said Arnachellum Chitty doth hereby Acknowledge he the said Arnachellum Chitty hath Assigned and setover and by these Presents doth Assign and set over unto the said Narcissus Rodrigues the said Receipt Bond or Writing Obligatory and the Money thereupon due and Owing and all his Right and Interest of in and to the same and the same and the said Arnachellum Chitty for the Consideration Aforesaid Hath made, Constitute and Appointed and by these Presents do make, Constitute and Appoint the said Narcissus Rodrigues his Executors and Administrators his True and Lawfull Attorney and Attornies, Irrevocable, for him and in his Name and in the name and Names of his Executors and Administrators but for the Sole and proper Use and Benefit of the said Narcissus Rodrigues his Executor Administrators and Assigns to ask, Require, Demand and Receive of and from the said Mahomed Saib his Heirs Executors and Administrators the Money due and Owing On the said Bond, and on non Payment thereof he the said Mahomed Saib, his Heirs Executors and Administrators, to Sue for and Recover the same, and on Payment thereof to deliver up and Cancel the said Bond and give Sufficient Releases and Discharge therefore and one or more Attorney or Attornies under him to Constitute and whatsoever the said Narcissum Rodrigues or his Attorney or Attornies shall Lawfully do in the Premises the said Arnachellum Chitty doth hereby Allow and Affirm and the said Arnachellum Chitty doth Covenent with the said Narcissus Rodrigues that he, the said Arnachellum Chitty, hath not Received nor will Receive the said Money due on the said

said Bond or any part thereof neither shall or will Release
Discharge the same or any part thereof but will own and
of all Lawfull Proceedings for Recovery thereof by the said
cissus Rodrigues Saving the said Arnachellum Chitty
of or from any Costs that may happen thereby — In Witness
whereof the said Arnachellum Chitty hath hereunto set
Hand and Seal in Madras this Eleventh day of March
In the Year One thousand Seven Hundred and Seventy

Signed Sealed and Delivered
in the Presence of
Joseph d'Rozario

Mayor's Court at
Madraspatnam

Tuesday the 29th day of April
Anno Domini 1777
Present
Andrew Majendie Esquire Mayor
John Turing and Edwd. John Holland
Aldermen

Between Arnachellum Chitty
of Madras Merchant, by his Attorney
Narcissus Rodrigues of the Same
Inhabitant, Complainant and
Mahomed Saib at Present in Ma-
dras Aforesaid Mariner Defendant

It Appearing [illegible]

that the Usual Rules have issued for the Defendant to Answer
the Complainant's Bill which he his Neglected doing This
Court doth therefore think fit to Order and Decree and doth
Accordingly Order and Decree that the Defendant shall pay
unto the Complainant the full and Just Sum of One Hundred
and Seventy Seven Pagodas Thirty Three fanams (Pag. 127, 33)
together with all such Interest as now is or shall hereafter
become Due thereon untill full Payment is made also all Costs
of this Suit

Filed the 21st March 1777

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court your Orator Abraham Angel of Madras Inha-
bitant — That Jagapah at Present in Madras Aforesaid,
Braminy, Stands Indebted unto Your Orator in the full
and just Sum of Sixty Pagodas, Current Money of Madras,
making in Sterling Money of Great Britain, at the rate
of Eight Shillings for every Pagoda, the Sum of Seventy Four
Pounds as will more fully and at large Appear by an Account
hereunto Annexed for the Inspection of this Honble Court to
which your Orator most humbly Refers and prays that 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 Sixty Pags.

But

But now so it is and May it please this
Court the said Jagapah Obstinately and wilfully refuses to p
same or to give Your Orator any Manner of Satisfaction touching
Premises Your Orator prays a general Relief such as to this Ho
Court shall appear Agreeable to Equity and good Conscience. To
End therefore, that the said Jagapah may upon his Corp
Oath full, true direct and Perfect Answer make to all and
lar the matters and things herein before set forth and alledged
fully, truly, and Effectually, to all intents and purposes as if
same were here again Repeated and Particularly Interrogated
that he may be Decreed to pay unto Your Orator the aforesaid
of Sixty Pagodas With all such Interest as now is or shall
hereafter become due thereon also All Costs of this Suit

May it Please this Honble Court to Cause
said Jagapah to be Summoned and Required by the Sheriff of
Saint George Town of Madraspatnam and the Districts
personally to be and appear before this Honble Court at a Cert
time and Place to be by this Honble Court prefixed and appo
then and there to Answer this Your Orator's Bill of Complaint
and further to Stand to and abide by such Order and Decree
therein as to this Honble Court shall Seem Meet

20th March 1777

Danl Shaw
Atty for the Comp

Shewn to me in the Days of Adjournment
the Complainant having made Oath to the Justness
of this Demand and that he hath Reason to Believe the
Defendant will Withdraw himself from the Jurisdiction
of this Honble Court on hearing that a Bill is filed against
him Let a Summons Returnable
Warrant of Arrest

Jagapah Braminy	Dr
To 1 Piece of Flowered Muslin	15 " "
To 1 Ditto Ditto	15 " "
To 1 Ditto Ditto	15 " "
To 1 Ditto Ditto	10 " "
To 1 Ditto Ditto	8 " "
	63 " "

Ditto Creditor

By an abatement Allowed ..... 3 " "

Balance Due Pagodas 60 " "

Madras 20th March 1777
Errors Excepted
[illegible]

Mayor's Court at Madraspatnam

Tuesday the 29th day of April Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
John Turing and Edwd John Hollond

Aldermen

Between Abraham Angel of Madras Inhabitant Complainant and Jagapah at Present in Madras aforesaid Braminy, Defendant

It Appearing by the Recourds of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing This Court doth

doth therefore think fit to Order and Decree and doth Order
Order and Decree that the Defendant shall pay unto the
the full and Just Sum of Sixty Pagodas Pags 60 - -
with all such Interest as now is or shall hereafter become
thereon untill full Payment is made also all Costs of this

Filed the 20th Jany 1777

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth unto
Court Your Oratrix Anna Gomes of Madras Inhabitant that
Sum of the same Place Inhabitant Stands indebted unto your
in the full and just Sum of Sixty Six Star Pagodas Current
Madras Making in Sterling Money of Great Britain
Rate of Eight Shillings for every Pagoda the Sum of Forty
Pounds and Eight Shillings as will more fully
large Appear by an Account Current hereunto Annexed for
tion of this Honble Court and which Your Oratrix prays may
Admitted as part of this Your Oratrix Bill of Complaint
Oratrix further Sheweth unto this Honble Court that she has
quently and in an Amicable Manner Required Payment
said Vencadachum of the said Sum of Sixty Six Pagodas

But now so it is May it Please this Ho
Court to Cause the said Vencadachan Personally and Wilfully
Jaws to Ca

Relief such as to this Honble Court shall appear Agreeable to Equity and
good Conscience To the End therefore that the said Vencadachan may
upon his Corporal Oath full true Direct and perfect Answer make
to all and Singular the Matters and things herein before Setforth and
alledged as fully truely and Effectually to all Intents and Purposes
as if the same were here again Repeated and particularly Interrogated
and that he may be Decreed to Pay unto Your Oratrix the aforesaid
Sum of Sixty Six Pagodas together with all such Interest as now is
or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said
Vencadachan to be Summoned and Required by the Sheriff of
Fort Saint George Town of Madraspatnam and the Districts
thereof Personally to be and Appear this Honble Court at a Certain
Time and Place to be by this Honble Court Prefixed and Appointed
then and there to Answer this your Oratrix Bill of Complaint and
further to Stand to and abide by such Order and Decree therein as
to this Honble Court shall seem meet

Hy Dis Pery
Solly Complaint

Dr Vencadachan in Account Current with Anna Gomes Cr

1776 Nov. 15	To 2½ Corges of Thread Stockings at 18 Pags	45 - -	By Cash Received	9 - -	
	To Corge		By Ballance Due	36 - -	
			Pags	45 - -	

Fort Saint George 20th January 1777

Errors Excepted
H + the Mark of Anna Gomes

Mayor's Court at Madraspatnam

Tuesday the 29th day of April Anno Domini 1776

Present

Andrew Majendie Esquire Mayor

John Turing and Edwd. John Holland

Aldermen

Between Anna Gomes of Madras Inhabitant Complainant and Vencadashan of the same Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing this Court doth therefore think fit to Order and Decree and Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Thirty Six Pagodas (Pags. 36 ...) together with all such Interest as is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Huz

Filed the 15th July 1776

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator William Duff of Maddepollam Gentleman that Gureja Buchinah of Rustumbadah Owner of a Doney Stands justly and truly Indebted unto Your Orator in the full and just Sum of Six Hundred and Twenty Eight Pagodas Seven Fanams and thirty five Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Fifty one Pounds and Five Shillings or thereabouts as will more fully and at large appear by one Mortgage Bond or Writing Obligatory bearing date the Second day of May last past, now in Your Orators Custody or possession, and ready to be produced for the Inspection of this Honble Court when required, And which said Mortgage Bond or Writing Obligatory your Orator prays may the Admitted as part of this Your Orator's Bill of Complaint

And Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner requested payment from the said Gureja Buchinah of the said Sum of Six Hundred and Twenty Eight Pagodas Seven fanams and Thirty five Cash

But now so it is may it please this Honble Court

Court the said Gureja Buchinah Obstinately and wilfully refuse
pay the same or to give Your Orator any manner of Satisfaction
touching the Premises — Your Orator therefor prays a general R
such as to this Honble Court shall appear agreeable to Equity a
Conscience —

To the End therefore that the said Gureja Buchi
may upon his Corporal Oath full true direct and perfect an
make to all and Singular the Matters and things hereinbef
setforth and Alledged as fully truly and Effectually to all and
tents and purposes as If the same were hereagain repeated
particularly Interrogated And that he may be Decreed
unto Your Orator the said Sum of Six hundred and Twenty
Pagodas Seven fanams and Thirty five Cash — Together with
such Interest as is now due or hereafter shall become due the
also all Costs of this Suit

May it Please this Honble Court to Cause
said Gureja Buchinah to be Summoned and Required by the
of Fort Saint George Town of Madraspatnam and the Distri
thereof personally to be and appear before this Honble Court
Certain time and place to be by this Honble Court prefixed
appointed then and thereto Answer this Your Orator's Bill
Complaint and further to Stand to and abide by such Order
and Decree therein as to this Honble Court shall seem M

Chas Bromley } Ad
Thos Johnson } pl

Mayor's Court at Madraspatnam

Tuesday the 29th day of April Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
John Turing and Edwd John Hollond
Aldermen

Between William Duff of Maddepollam Gentleman Complainant Gureja Buchinah of Rustumbadah Owner of a Doney Defendant

It Appearing by the Recourds of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Six Hundred and Twenty Eight Pagodas Seven fanams and Thirty five Cash / Pag^s 628. 7. 35. / together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Huz

Filed the 4th Septr 1775

To the Honble the Ma[illegible]
Court at Madraspatn[illegible]

Humbly Complaining Sheweth unto [illegible]
Honble Court Your Orator Mostiah Mosdelliar by his Al[illegible]
John de Silva of Madras Inhabitant that Kyelayem Ch[illegible]
royah Chitty of the Same Place Inhabitants Stands [illegible]
unto Your Orator in the full and Just Sum of Six Hundr[illegible]
Forty Nine Pagodas Current Money of Madras making [illegible]
Sterling Money of Great Britain at the Rate of Eig[illegible]
lings for Every Pagoda the Sum of Two hundred and [illegible]
Nine Pagodas or thereabouts as does more Particularly and
Large Appear by a Copy of the Translation of a Bond or [illegible]
tion given and Granted unto Your Orator by the said Ky[illegible]
and Chingalroyah Chitty dated the Tenth day of October [illegible]
was in the Year of Our Lord One Thousand Seven hundred [illegible]
Seventy three Payable on or before the Tenth day of January [illegible]
year One Thousand Seven hundred and Seventy four, Whi[illegible]
hereunto Annexed for the Inspection of this Honble Court
Prays the same may be Admitted as Part of this his bill
Complaint And whereas Your Orator further Sheweth unto
Honble Court that he hath frequently and in an Amica[illegible]
manner Requested Payment of the aforesaid Sum of Six
hundred and forty nine Pagodas from the said Kyelayem
Chingalroyah Chitty.

But now so it is May it Please this
Court the said Kyelayem [illegible] Obstin[illegible]
and Wi[illegible]

Any manner of Satisfaction Touching the Premises Your
Orator therefore Prays a General Relief such as to this Honble
Court shall appear agreeable to Equity and good Conscience To
the End therefore that the said Kyelayem and Chingalroyah
Chitty may upon his Corporal Oath full true direct and per-
fect Answer Make to all and Singular the Matters and
things herein before Settforth and Alledged as fully truely and
Effectually to All Intents and purpose as if the same were
hereagain Repeated and Particularly Interrogated and that
he may be Decreed to pay unto Your Orator the afore Said
Sum of Six hundred and Forty Nine Pagodas together with
all such Interest as now is or shall hereafter Become Due
thereon also all Costs of this Suit

May it Please this Honble Court to Cause
the said Kyelayem and Chingalroyah Chitty to be Summoned
and Required by the Sheriff of Fort Saint George Town of Ma-
draspatnam and the Districts thereof Personally to be and
Appear before this Honble Court at a Certain Time and Place
to be by this Honble Court prefixed and Appointed then and
there to Answer this Your Orator's Bill of Complaint and fur-
ther to Stand to and abide by such Order and Decree therein
as to this Honble Court shall seem Meet

Bromley & DuPuy
Attys Complt.

Madras 10th Octob

We Ryelayeen Son of Ragunpaumal Nuckia
Chengalroyah Chitty Do hereby Acknowledge to have Re
and Received from Mootiah Moodelliar Son of Sinapa
dolliar On Our Urgent Occasion the full and Just Sa
hundred and forty Nine Pagodas Current Money of
Which Sum Payable on or before the Tenth Day of
with Interest at the Rate of 12 p Cent p Annum for
hereby Give this Obligation Bond Sealed by Hand

Signed
Ryelayeen
Chengalroya

Witnesses
Moodeliar Kistnah Chitty &
Habarangee P

A True Translation as Near as Can be
and Malabar Language

Brownley & Pa
attys Complainan

To all People to Whom these Presents shall
I Mootiah Moodelliar of Madras Inhabitant Send Gr
Whereas Ryelayeen and Chengalroyah Chitty of the Sa
Inhabitants are and by their Bond or Obligation Bearing
the Tenth Day of October Which was in the Year of Our
Thousand Seven hundred and Seventy three did become bo
unto the said Mootiah Moodelliar in the Sum of Six hund
and forty Nine Pagodas Current Money of Madras Whe
dition to Pay the same on or before the Tenth Day of
in the Year One Thousand Seven Hundred and Seventy four
with Interest at the

Now Know ye that I the said Mootiah Moodelliar
for a Valuable Consideration to him in hand paid by John
de Silva of Madras Inhabitant before the Ensealing and
delivery of this Presents the Receipt whereof I do hereby
acknowledge and for Divers other good Causes &c. have
assigned Transferred and Settover and by these presents do
assign Transfer and Settover unto the said John de Silva his
Executors Administrators and Assigns the Recited Bond or
Obligation and Condition and the said sum of Six hundred
and Forty Nine Pagodas and all Interest now Due or which
shall or may hereafter Accrue and grow due by Virtue there
of I the said Mootiah Moodelliar have made Ordained
Constituted and Appointed and by these Presents do
make Ordain Constitute and Appoint by these presents
do make the said John de Silva my True and Lawfull
Attorney for me and in my Name or Otherwise but to
his own Proper Use and Behoof to Ask Demand sue
for Recover and Receive of the said Ryelayeen and Chengal
-royah Chitty their heirs Executors Administrators all
and every such sum or sums of Money both Principal
and Interest now are Due or Shall or may hereafter
Accrue and Grow due to me by Virtue of the said Recited
Bond or Obligation and to have take and Use all Lawfull
Ways and Means in My Name or Otherwise for Recovery
thereof by Action Suit or Arrest or Otherwise and Acquittances
or Other Legal and Sufficient Discharge or Discharges for the
same for me and in my Name to Make Seal and Deliver and to
do

Complaint of Mootiah M[illegible]
by his Attorney John de S[illegible]
the Same place Inhabit[illegible]
Complainant

This Defendant now and at all t[illegible]
hereafter saving and Reserving to himself all and all [illegible]
of Benefit and Advantage of Exception to the many Erro[illegible]
Uncertainties, Insufficiencies, and Imperfections in the [illegible]
nants said Bill of Complaint Contained, for Answer [illegible]
or unto so much thereof as this Defendant is advised, [illegible]
ways Material for him to make Answer unto, he [illegible]
and saith that he absolutely denies to stand Indebted [illegible]
the said Complainant, either in the Sum of Six Hundred [illegible]
forty Nine Pagodas Current Money of Madras, as is [illegible]
Unjustly set forth and stated in the said Bill of Compl[illegible]
nor in any other Sum or Sums of Money whatever

All which Matters and things this Defe[illegible]
is ready and willing to Verify, Maintain and prove [illegible]
Honble Court shall direct, and humbly Prays to be [illegible]
missed with his Reasonable Costs and Charges in this [illegible]
most wrongfully Sustained

Jno. Sykes
Atty for the Defend[illegible]

Filed 12th Decr 1775

The General Replication
of Mootiah Moodelear by his
Attorney John de Silva of Madras
Inhabitant to the Answer of
Chingleroyah Chitty of the same
place Inhabitant

This Replyant now and at all times hereafter
Saving and Reserving to himself all and all manner of Be-
nefit and Advantage of Exception to the Many Errors Untruth
Uncertainties Imperfections and Insufficiencies in the said
Answer contained for Replication thereunto Saith that this
Repliants Bill of Complaint and all and Singular the
Matters and things therein contained are good certain and
Sufficient in the Law to be Replied into in such Manner
and

and form as the same are thereon and thereby Setforth and
alledged and that the said Answer is very untrue Evasive
and Insufficient in the Law for this Repliant to make
further or other Reply thereunto And this Replyant also
as in and by his said Bill of Complaint he hath alre
said and he doth and will aver Justify maintain and p
all and every thing and things therein Contained to be tru
and Certain in such Manner and form as they and ev
of them are herein alledged and Expressed —

All which Matters and things this Repl
ant is Ready and willing to Verify Maintain and p
as this Honble Court shall direct and Most hum
prays as in and by his said Bill of Complaint he h
already Prayed —

Chas. Bromley } Attys
Thy Dis Pay } Replia

Filed 9th Jany 1776.

The Rejoinder of Chingl
of Madras Merchant to the Rep
tion of Mortayah of the Sa
Place Merchant by his Att
John de Silva also of the sa
place Inhabitant

This Defend

Manner of benefit and Adventage of Exception to the Many
Errors Untruths Uncertainties Insufficiencies and Imperfec-
tions in the said Replication contained for Rejoinder there-
unto Saith that he will Aver Justify maintain and prove
all and Singular the Matters and things Contained in this
Defendant's Answer to be good Certain true and Sufficiens
in the Law to be Replied unto in such manner and form
as the same are therein and thereby Setforth and Alledged
and that the said Replication is very Untrue Evasive and
Insufficient for this Defendant to make any further or
other Rejoinder thereunto And this Defendant further
Saith as in and by his said Answer he hath already said
and doth and will Aver and Maintain all and every
thing and things therein Contained to be true and Certain
in such manner and form as they and every of them are
therein Alledged and Setforth —

All which Matters and things this Defend.
is Ready and Willing to Verify Maintain and prove
as this Honorable Court shall Direct and Most hum-
bly Prays as in and by his said Answer he hath
already Prayed —

Jno. Sykes
Atty for the Defendant

Interrogatories to be

to be ad[min]ist[ered] to such persons as shall be

produced Sworn and Exam[in]ed

on the part and behalf of the Compl[ainan]t

in a certain Cause depending

& at Issue in this Honble. Co[ur]t

wherein Mootiah Moodeliar by his

Mootiah Moodeliar his

John de Silva of Madras

is Complainant and Ryder

Ringachyah Chitty & Ch[ris]t[o]p[he]r

aforesaid Merchants Def[endan]ts

To all the Witnesses } 1. Do You know the Parties the Complainant and the

in the Title of these Interrogatories named or either or any

of them and how long have you known them or either or any

of them Declare and Setforth the same

Abarangee Pillai } 2. Did You see the Cajan Bond or Writing Obligatory

Malabar Language now produced and Shown to You at

the time of your Examination Signed and by whom and

and Mooty Kistna Chitty the other person whose Name appears

be wrote on the said Cajan Bond or Writing Obligatory pres[en]t

the same was so Signed and by whom And whether was the

of Six Hundred and Forty Nine Pagodas Mentioned in

the said Cajan Bond or Writing Obligatory now produced or

what Sum paid and Satisfied and by whom and to whom

and in what manner Declare and Setforth the same and

every particular Relative

Information or Belief

Mootie Kistnama Chitty } 3. Did You see the Cajan Bond or Writing Obligatory in the Malabar Language now produced and Shown to you at this the time of Your Examination Signed and by whom and what you and Avaringa Pilla the other person whose Name appears to be wrote on the said Cajan Bond or Writing Obligatory present when the same was so signed and by whom, And Whether was the Sum of Six Hundred and Forty Nine Pagodas Mentioned to be Secured by the said Cajan Bond or Writing Obligatory now produced or any and what Sum paid and Satisfied and by whom, and to whom, and when, and how and in what manner Declare and Setforth the same and each and every particular Relative thereto, as You know, have been Informed or do Believe with the Reasons of such Your said knowledge Information or Belief

Last To all the Witnesses } Do you know of any other Matter or Thing or have you heard or can You Setforth anything touching the Matters in Question in this Cause that may tend to the Benefit or advantage of the Complainant If Yea Declare and Setforth the same and each and every particular Relative thereto as You know have been Informed or do Believe with the Reasons of such Your said Knowledge Information and Belief as fully as if you had been thereunto particularly Interrogated.

Chas. Bromley
Thos. Johnson } Solrs for Compl.t

Madras 10th October

We Kyelayem Son of Ragava permaul and Chingelroyah Chitty Jointly do hereby Acknowledge to have Received and from Mostiah Moodeliar Son of Sangapah Moodeliar Merchant Inhabitant of Madras aforesaid the full and Just Sum of Six Hundred and forty nine /649/ Current Money of Madras Which Sum We are to pay or before the Tenth day of January 1774 Indisputable and in Demand With Interest at the Rate of 12 p Cent p Annum we Voluntarily give this Obligatory Bond Drawn by Chitty

Witnesses
Modu Kistnama Chitty
and
Abarangee

Signed
Kyelayem
Chingalroyah

Mayor's Court at
Madraspatnam

Between Mostiah Moodeliar by his Attorney Peter De Silva of Madras aforesaid Merchant Complainant and Kyelayem and Chingelroyah Chitty both of aforesaid Merchants Defendants

On the Part of the Complainant

Depositions of Witnesses taken in this Cause and before the Honble

Abarangee Pilla of Madras Coniscoply Aged 34 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant and being on the 27th Day of May 1776 Sworn and Examined Deposeth as followeth

To the First Interrogatory this Deponent saith, that He doth Know the Complainant Mostiah Moodeliar in this Cause and that He hath so Known him Ten Years or thereabouts — and that He doth also Know the Defendants Kyelayem and Chingelroyah Chitty in this Cause and that He hath so Known them Ten or Twelve years — And more saith not to this Interrogatory

To the Second Interrogatory this Deponent saith, that He did see the Cadjan Bond or Writing Obligatory in the Malabar Language now Produced and Shewn to him at this the time of his Examination Signed by Kylayem and Chingalroyah Chitty the Defendants in this Cause — and that this Deponent and Mostukistna Chitty the Other Person whose Name Appears to be wrote on the said Cadjan Bond or Writing Obligatory were present when the same was Signed by Kyelayem and Chingalroyah — But that this Deponent did not see the Sum of Six Hundred and Forty Nine Pagodas paid as Mentioned to be secured in the said Cadjan Bond or Writing Obligatory that when the said Kyelayem and Chingelroyah Settled Accounts with Mostiah Moodeliar the Complainant in this Cause there was a Ballance due to the said Mostiah Moodeliar of Six Hundred and Forty Nine Pagodas for which said Sum the said Kyelayem and Chingelroyah gave the said Cadjan Bond or Writing Obligatory — And More saith not to this or the last Interrogatory

J Welch
Exam.

Mayor's Court at
Madraspatnam

Between Mootiah Mo
by his Attorney John De Silva
Madras Inhabitant Compl
and Kyelayem and Chingelr
Chitty both of Madras afo
Merchants Defendant

On the Part of the Compl

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

Mootu Kistnam a Chitty of Madras Merchant Aged 86 Years
being Produced as a Witness in this Cause On the Part of the Complainant
on the 15th Day of May 1776 Sworn and Examined Deposeth as followeth

1st ..... To the First Interrogatory this Deponent saith that He doth
the Complainant Mootiah Moodeliar in this Cause and that
so known him Fifteen Years or thereabouts and that He doth
the Defendants Kyelayem and Chingelroyah Chitty in this Ca
that He hath so known Them four or five Years And more
not to this Interrogatory.

3d ..... To the Third Interrogatory this Deponent saith that He did
Cadjan Bond or Writing Obligatory in the Malabar Language
produced and Shewn to him at this the time of his Examination
ned by Chingelroyah Chitty But this Deponent does not
lect whether Abringa Pillah the other Person whose name
to be wrote in the said Ca

present at the same time This Deponent went to the said
Mootiah Moodeliar's House where He was informed that his
Name was mentioned as a Witness in the said Cadjan Bond now
produced and Shewn to him at this the time of his Examination and
was desired to Sign thereto, this Deponent before Signing asked the
said Chingelroyah Chitty whether He had Received the Sum
Specified in the said Cadjan Bond the said Chingelroyah Chitty
replyed He had, and desired this Deponent to Set his name to the
Cadjan Bond which this Deponent did Accordingly do But
this Deponent did not see the Sum of Six Hundred and Forty
Nine Pagodas Mentioned in the said Cadjan Bond or Writing
Obligatory either paid or Received And more Saith not to
This or the last Interrogatory. [illegible]

J. Welch
Examr.

Mayor's Court at
Madraspatnam

Tuesday the 29th day of April
Anno Domini 1777

Present
Andrew Majendie Esquire Mayor
John Turing and Edwd. John Hollond
Aldermen

Between Mootiah
Moodelliar by his Attorney
John de Silva of Madras
Inhabitant

Inhabitant Complainant
Kyelayum and Chingaly
Chitty of the Same Place
-bitant Defendant

This Cause Coming on to be Heard and Debt
Day in the Presence of the Attorney for the Complainant the
-ney for the Defendant Chinglereyah Chitty having Dis-
on Reading the Complainants Bill with a Bond and an
-ment annexed the Defendant Chinglereyah Chitty's Gen
Seperate Answer. The General Replication, The General
The Interrogatories and Depositions on the part of the Com
with a Cadjan Bond or Obligation and Translate thereof
on Hearing the Pleadings made use of by the Attorney
the Complainant and on due Consideration had thereon
Court doth think fit to Order and Decree and doth
-ly Order and Decree that the Defendant Chinglereyah
Shall pay unto the Complainant the full and Just Sum
three Hundred and Seventy four Pagodas and Seventy one
Pag.s 324. 21 .../ together with Interest at the Rate of
P Cent P Annum till the 4th September 1775. when the
was filed, and, at and after the Rate of Twelve P Cent P Annum
Since that time with Double Costs of Suit

Cur

Filed the 28th June 1773

To the Hon'ble the Mayor's
Court at Madras Patnam

Humbly Compaining Sheweth unto
this Hon'ble Court Your Orators Michael Bruce at Present at Madras
Captain in the Service of his Highness Wau law Jau &c. Nabob of the Carnatic,
Henry Alexander Major in the Service of the said Nabob by his Attorney
the said Michael Bruce for himself And the said Nabobs first Bat-
-talion of Sepoys Consisting of Nine hundred and thirty Non Com-
-missioned Officers and Private Men Under his the said Henry Alex-
-anders Command, Joseph Favre Lieutanant in the Service of the said
Nabob by his Attorney the said Michael Bruce, Joseph Davies Cornel
in the Service of the said Nabob by his Attorney the said Michael Bruce
Canvel Martinz Captain in the Service of the said Nabobs first
Battation of Topasses under his Command consisting of Four
hundred and Seventy five Non Commissioned Officers and Private
Men, Charles Mattingley Lieutenant in the Service of the said
Nabob by his Attorney the said Michael Bruce, William Dewar
Lieutenant in the Service of the said Nabob by his Attorney the said
Mechael Bruce for himself and Seventy five Non Commissioned
Officers and Private Artillery Men under his Commend Norman
MacLead, Ensign in the Service of the said Nabob by his Attorney
the said Michael Bruce, DuRosel Surgion in the Service of the said
Nabob by his Attorney the said Michael Bruce, Anthony Dupree
Lieutenant in the Service of the said Nabob by his Attorney the said
Michael Bruce, John Placitt Ensign in the Service of the said Nabob
by his Attorney the said Michael Bruce, Peter Pletzingo, Ensign in the
Service of the said Nabob by his Attorney the said Mechael Bruce Peter
Nicholas

Nicholas Ensign in the Service of the said Nabob by his Attorney
said Michael Bruce William Wilcox Lieutenant in the Service
said Nabob by his Attorney the said Michael Bruce, John Lud
Captain in the Service of the said Nabob by his Attorney the said
Bruce for himself and Nine hundred Seapoys Non Commissi
Officers and Private Men under his the said John Lynch's Co
John Hough Ensign in the Service of the said Nabob by his
the said Michael Bruce Charles Summers Ensign in the Se
of the said Nabob by his Attorney the said Michael Bruce, Ma
Pickard Lieutenant in the Service of the said Nabob by his
the said Michael Bruce, Edward Power Ensign in the Service
said Nabob by his Attorney the said Michael Bruce, Donald
Captain in the Service of the said Nabob by his Attorney the
Bruce for himself and Seven hundred and Eighty Seapoys Non
missioned Officers and Private Men Under his Command, Wi
Lynch Lieutenant of Artillery in the Service of the said Nabob
Attorney the said Michael Bruce for himself and one Serjeant
Corporal and twenty two Topaffe Gunners Under his Command
Gillis Captain in the Service of the said Nabob by his Attorney
Michael Bruce for himself and the said Nabob's sixth Battal
Seapoys Under his Command Consisting of Nine hundred
Seapoys Non Commissioned Officers and Private Men, and
Ensign in the Service of the said Nabob by his Attorney the
Bruce, John Moss Ensign in the Service of the said Nabob
Attorney the said Michael Bruce, Joseph Smith Captain
in the Service of the said Nabob by his Attorney the said Michael
for himself and two

Seapoys under his Command, James Roddell Cornet in the
Service of the said Nabob by his Attorney the said Michael
Bruce And John Sesquet Lieutenant in the Service of the
said Nabob by his Attorney the said Michael Bruce, That
the Troops of His said Highness the Nabob of the Carnatic
as Principal together with the Troops of the United Company
of Merchants of England Trading to the East Indies as Auxili-
aries being in or about the Month of May Which was in the
Year of our Lord One Thousand Seven hundred and Seventy two
Employed and Sent Under the Command of Brigadier General
Joseph Smith on a Warlike Expedition Against the Chiefs and
People of the Great and Little Mirrawar Countries, a Fort or
Place Called Radnapatnam in the Great Mirrawar Country
was on or about the Second Day of June in the said Year One
Thousand Seven hundred and Seventy two taken by Assault
or Storm by the Army Composed of both the said Nabob's Troops
as Principals and those of the said United Company as Auxi-
liaries so Employed or sent on the said Expedition as aforesaid,
of which Your Orators and the Troops Under their Command
respectively were apart, and were Present and Aiding and
Assisting in the said War — That there were found in the
said Fort or Place called Radnapatnam, which was so
taken by Assault or Storm as aforesaid, Money, Jewells, Gold,
Silver and many other Things of and to a Considerable Amount
or Value which were taken Possession of and Sold or Disposed
of by the said Brigadier General Joseph Smith, as Commander
of the said Army to Omdat Ul Omrah, the said Nabob's Best

Son

Son Without Your Orators leave or Consent, on the Terms
the Consideration which Appear in the General Orders Issued
the said Brigadire General Joseph Smith the Next Day
said Month of June which are to the following purport
is to Say, "The General takes the Earliest Opportunity of
"shing to the Army (with whose Behaviour at the Reduction
this Place he is wall Pleased the Agreement made Yesterday
"between This Excellency Omdut Ul Omrah, The Young
"and the Captors, which is as follows.

"I Omdut Ul Omrah Bahadar do Promise
"to the Officers and Soldiers of the Honorable Company's
"in Consideration of their Delivering up the Plunder of Ram
"nam to which they Say they are Intitled, having taken
"by Storm, a Sum of money Equal to make up to each
"Officer Two Thousand and four hundred Pagodas, to each
"One Thousand and two hundred Pagodas, and to each
"Six hundred Pagodas, And to Black Officers, European
"Commissioned Officers Soldiers, Havildars, Naiques
"Seapoys, and all others the Company's Servants in
"Proportion as paid at Madura, and to the Commissary
"Paymaster, first Surgion, Secretary and Chaplain
"Thousand two hundred Pagodas. And I further Promise
"to Pay to General Smith the Sum Equal to One Eighth
"whole. For the whole of which Sum I now give my Bond
"Payable at the Expiration of three Months from the
"hereof to any pers

Or about the Twentyfifth Day of the said Month of June
a Fort or Place called Caricoil in the little Murawar Country
was taken from the Enemy by Assault or Storm by a Detachment
from the said Army under the Command of the said Brigadier
General Joseph Smith Composed of Your Orators and the Troops
under their Command the said Troops of His said Highness the
Nabob, and of the said United Company. That there was found
in the said Fort or Place called Caricoil, which was so taken by
Assault or Storm as aforesaid Money, Gold, Silver, Juvells
and many other things of and to a considerable Amount or Value
which were Sold or Disposed of by the said Brigadier General
Joseph Smith as Commander of the said Army as aforesaid
to the said Omdut Ul Omrah in Consideration of a Bond
for Fifty Thousand Pagodas being given by the said Omdut
Ul Omrah to the said Army as a Ransom or for the Purchase
of the said Money, Gold, Silver, Juvells and othe things so
found and taken in the said Fort or Place called Caricoil
as aforesaid Your Orators further Shew unto this Honorable
Court That the whole Amount Purchase of the Plunder
found and taken in both the said Forts or Place called Radna-
-patnam and Caricoil has been paid in Discharge of the said
Purchases or Engagements made or Entered into by the said
Omdut Ul Omrah to William Petrie and Thomas Parkison
of Fort St. George Gentlemen as Agents to or for and on Account
and for the Use of the said Army Which were Engaged or Em-
-ployed in the said War Against the said Murawars And Your
Orators

Orators further Shew unto this Honorable Court that the
Money or Amount Purchase of the Plunder found
in the said Forts or Places called Radanapatnam and
having been so paid into the hands of the said William
and Thomas Parkeson as Agents or for and on Account
for the Use of the said Army in Lieu of their property
taken and given up as aforesaid, And Your Orators and
Troops which were under their Command during the
War being apart of the said Army and thereby, and by the
of War Intitled to a Share or proportion thereof with
of the said Army Your Orators have frequently and
reable Manner by themselves or their said Agent to the
Applyed to the said William Peirce and Thomas Park
and Requested payment from them of Your Orators
Shares or proportions of the said Money so paid into their
as the Amount Purchase of the said Plunder so found
taken in the said Forts or Places called Radanapatnam
Carnicul and for and on Account and for the use of the
Army as aforesaid.

But now so it is May it Please
Honble Court the said William Peirce and Thomas Pa
did and do Obstinately and Wilfully refuse to Pay the
Orators give Your Orators any Manner of Satisfaction for
the Premises under Pretence of
Evasive pret

Intitled to any Share or proportion Whatever of the said Amount
Purchase as aforesaid, Whereas Your Orators Expressly Charge that
the said War against the said Muraward was the War of the said
Nabob, That Your Orators and the Troops under their Command were
actually Employed therein, and did Actually Compose part of the said
Army, and were part of the said Captors Your Orators and the Troops
Under their Command were therefore Legally Equitably and by the
Custom of War Intitled to a Share or proportion of the Plunder found
and taken in the said Forts and Places as aforesaid And as the same was
Sold or Disposed of by the Commander of the said Army Your Orators
and the Troops that were under the Command of Your Orators or any
of them at the taking of the said Place Are Justly Intitled to a Share
or Proportion of the Money for which the said Plunder was so Sold or
Disposed of as aforesaid Your Orators being thereby and by the Orders
Issued by the said Brigadier General Joseph Smith as Commander
of the said Army as aforesaid / That no one should Plunder and if any
Soldier was Caught Plundering he should be hanged and any Officer
found with any Plunder Cashiered / Deprived of the Advantage to
which they were Intitled and of which the others availd themselves
until the said Agreement was Signed, which is that of Plundering
and Possessing themselves of the property which was so Sold or Disposed
of as aforesaid Can it then be said that Your Orators and the Troops
under their Command, who Shared alike with the rest of the Army in
Dangers and Fatigues are not Intitled to and should not reap the same
benefits and Rewards which is the Money for which the said Plunder,
which Your Orators and the Troops under their Command were by the
aforegoing means Deprived of Possessing themselves of, was Sold or
Disposed of Plunder, when places are taken by Assault or Storm, being
Considered as the property of the Captors in General, and not as a Reward

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to upon for their Merit or for their Regards Dangers and Labours
they may undergo in War but as a Particular Indowment to
the whole to Exert themselves to the Utmost as Agents and
give the greatest Exertion in their power that the Money arising
in this Cause in the proceeds of the Plunder to which the said Captors
General are as aforesaid Intitled, At other times Between the
Petrie and Thomas Parkins Jarvis that Your Orators and the
under their Command on the said Expedition are Intitled
a proportion of the said Amount Purchase of the Plunder found
Carnical as aforesaid, Yet May so favor to pay Your Orators their
their Shares or proportions thereof But pretend that Your Orators
not Intitled to any Share or proportion of the Amount Purchase
Plunder found and taken in Radenapetnam, Because the Bond
mentioned in the said Amdut Ul Omrahs said Bond given
Account is for the said United Company's Troops only, whereas
Orators Expressly Charge that they, Your Orators, being Intitled
Captors to a Share or proportion of the said Plunder the Giving
Bond or any Bond Whatever can be no means Divest them
of their property in and Right and Title to a Share or proportion
said Plunder or of the Profits Arising thereon or thereunto
for which the same was so Sold or Disposed of as aforesaid, the
Amdut Ul Omrah in the said Bond Says he gives the Bond
ioned in the said Bond to the said Company's Troops in Consid
their Delivering up the Plunder of Radenapetnam to which they
they are Intitled: Whereby its Clear that in the first Place the
Amdut Ul Omrah was Dispossessed of the Plunder before
Bond, Whether he

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Company Troops being in Possession of the said Plunder by Order
of the said Brigadier General Joseph Smith and Refusing to Deli-
ver up or quit Possession of the same Without such a Bond or
Consideration the said Amdut Ul Amarah found himself under
the Necessity of giving the said Bond in Order to get the said Plunder
And in the Second Place the said Company's Troops did thereby Assume
a Right which they had not nor could have, which was that of Dis-
posing of the said Plunder, which was Apparently the property of
the Captors in General, for their own Sole and Separate profit
Advantage and Emolument who were only apart of the said Captors
in Exclusion of the rest of the said Captors But Your Orators
Charge that this Unjustifiable proceeding could not make the said
United Company's Troops more Intitled to the proceeds of the said
Plunder or the Money for which it was Sold or Disposed of Nor could
it make your Orators and the Troops under their Command, as part
of the said Captors, less Intitled thereto Your Orators further Charge
that it would be the greatest hardship and Injustice if one Man
was or could become Intitled to the property of Another Because
he has the property of such other in his hands or power and Dispossess
of it and takes a Bond or other Security for it in his own Name This
is a proceeding Which can by no means be Justified Either by Law
Justice or Common Sense or reason And this is clear'd the Present
Case

For all which Reasons Your Orators pray a General Relief
such as to this Honble Court shall appear Agreeable to Equity and good
Conscience To the End therefore that the said William Petrie
and Thomas Parkis may upon their Corporial Oaths full true direct
and perfect Answer make to all and Singular the Matters and
things

things herein before Setforth and Alledged as fully truly pa
and Effectually to all Intents and purposes as if the same
here Again Repeated and Particularly Interrogated, And
Especially that they may Setforth and Discover whether Your
and the Troops under their Commands, being the Troops of the
Highness the Nabob of the Carnatic, Together with the Troops
said United Company were not at or about the before men
or some Other and what time Employed and sent under the
mand of the said Brigadier General Joseph Smith on a
Expedition against the said Murawars, And whether the
or Place called Radnapatnam was not on or about the above
oned or some other and what time, taken by Assault or
the said Army Composed of both the said Nabobs Troops
those of the said Company so Employed or sent on the said
as aforesaid, And Whether Your Orators and the Troops
Command of Your Orators or any of them were not apart
said Army And Aiding and Assisting in the said Wa
whether there were not found in the said Fort or Place
Radnapatnam, Money, Jewell, Gold, Silver and many
And that the said William Petrie and Thomas Parkison
the best of their knowledge Information and belief, Setfor
true and Particular Account of all and every Article and
was found in the said Fort or Place called Radnapatnam
said Occasion and of the Amount or Value of every thing
whole Amount or Value of all the Money, Gold, Silver, Je
and other things found and taken in the said Place, And
all or some and which or what part of the Plunder fo
said Fort or Pl

General Joseph Smith, as Commander of the said Army or
otherwise and how, or by some other Person and whom Sold or
Disposed of to the said Ondut Ul Omrah on and for the Aforego-
-ing or some other and what Terms or Consideration Relative
thereto, And whether the said Plunder was so Sold or Disposed
of with or without Your Orators leave or Consent, And whether the
General Orders Issued by the said Joseph Smith on that Occasion
were not to the Aforegoing or some other and what purport or Effect,
And whether the said Fort or Place called Caricoil was not taken
from the Enemy by Assault or Storm by the said Army Com-
-manded by the said Joseph Smith Composed of Your Orators
and the Troops under their Command as the said Nabobs Troops,
and also thoes of the said United Company at or about the above-
-mentioned or some other and what time, And Whether there
was not found in the said Fort or Place called Caricoil Money,
Gold, Silver, Jewells and Several other things, And that the said
William Petrie and Thomas Parkeson may to the best of their know-
-ledge Information and belief, Setforth a full true and Particular
Account of All and every Article and thing which was found in the
said Fort or Place called Caricoil on the said Occasion, and of the
Amount or Value of every thing or the whole Amount or Value
of all the Money, Gold, Silver, Jewells and other things found
and taken in the said Place And Whether all or some and which
or what part of the said Plunder found in the said Fort or Place
called Caricoil was not by the said Brigadier General Joseph
Smith, as Commander of the said Army, or otherwise and how,
Or by some other Person and whom, Sold or Disposed of to the
said Omdat Ul Omrah on and for the Aforegoing or some other
And

And what Terms or Considerations Relative thereto, And whether
the General Orders Issued by the said Brigadier General Joseph
Smith on that Occasion were not to the Aforegoing some other
what purport or Effect, And whether the whole Amount Pur
of the Plunder found and taken in both the said Forts or Places
called Radnapatnam and Caricoil has been paid in Discharge
said Purchases or Engagements made or Entered into by the
Omdut Ul Omrah, or otherwise and how, to the said William
and Thomas Parkison as Agents to or for and on Account and
Use of the said Army which were Engaged or Employed in
War Against the said Murawars or otherwise and how, And
the said William Petrie and Thomas Parkison may set forth
much Money they have Received on Account of the Disposal
the Plunder of the said Fort or Place called Radnapatnam
how much for or on Account of Caricoil aforesaid, And when
Received the same and what is become thereof, Whether they
paid or Disposed thereof or of any and what part or how much
and when and to whome, And Whether any and what part
or how much does still remain in their hands and for what
-pose or on what Account And Whether Your Orators
by themselves or their Agent or Attorney Applyed to the said
William Petrie and Thomas Parkison and Requested pay
from them of Your Orators Respective Shares or proportion
the said Money so paid into their hands as the Amount
of the said Plunder so found and taken in the said Forts or
called Radnapat

to pay the same, And why they did and do so refuse, And whe-
-ther Your Orators as being Actually Employed in the said
War and Composing part of the said Army and being part of the
said Captors, they Your Orators and the Troops under their Command,
were not Legally Equitably and by the Custom of War or otherwise
and how Intitled to a Share or proportion of the Plunder found
and taken in the said Forts or Places as aforesaid And whether as
the said Plunder so found and taken as aforesaid was Sold or
Disposed of by the Commander of the said Army Your Orators
and the Troops that were under the Command of Your Orators
or any of them at the taking of the said Places are not Justly
Intitled to a Share or Proportion of the Money for which the
said Plunder was so Sold or Disposed of as aforesaid, If not
why not, And Whether Your Orators and the Troops Under
their Command were not by the said Sale or Disposal of the
said Plunder, And by the Orders Issued by the said Brigadier
General Joseph Smith, as Commander of the said Army as
aforesaid, Deprived of the Advantage of Plundering and Posses-
-sing themselves of the property which was so Sold or Disposed
of as aforesaid, And whether the Orators Issued or given out by
the said Brigader General Joseph Smith on that Occasion were
not to the Aforegoing or some other and what purport or Effect, And
whether Plunder Particularly of places taken by Assault or Storm,
is not Considered as the property of the Captors on the Account and
for the reasons herein before mentioned or otherwise and how,
And Whether the said William Petrie and Thomas Parkison
have not at one or more time or times Admitted that Your
Orators and the Troopes under their Command on the said Expe-
-dition are Intitled to a Share or proportion of the said Amount
Purchase

Purchase of the Plunder found in Caricoil as aforesaid, And whether
do not nevertheless refuse to Pay Your Orators their respective
or proportions thereof, And Why they so refuse, And whether
of the said Bond for the Amount Purchase of the said Radnapat
Plunder can or ought to Divest Your Orators and the Troops
their Command as Captors of their property in or right and
a Share or proportion of the said Plunder or of the Profits
thereon or therefrom, or the Money for which the same was so
Disposed of as aforesaid, And whether the said Company's Troops
not in Possession of the said Plunder of Radnapatnam or whether
not Under their Charge before the said Omdut Ul Omrah gave
said Bond in that Account, And whether by Order of the said
General Joseph Smith as Commander of the said Army, or by
Order, And whether the said Company's Troops did not refuse
ver up or quit Possession of the said Plunder without such a
Consideration as the said Omdut Ul Omrah gave on that Account
And why they so refused, and how they became Intitled thereto
whether they did not Assume a right thereto with a View of
whole Amount Purchase of the said Plunder in Exclusion of
Orators and the Troops under their Command as part of the
tors, And whether the said Unjustifiable proceeding could
make the said Company's Troops more Intitled or Your
the Troops Under their Command less Intitled to the said
Purchase of the said Plunder, And Whether it would not
greatest hardship and Injustice if One Man was or could
Intitled to the property of another because he has the property
other in his hands or Power and Disposes of it and takes a
other Security for it in his

Orators and the Troops that were Under the Command of Your Orators or any of them on the said Expedition, or at the taking of the said Forts or Places called Radnapatnam and Caricoil, their respective Shares of the Money for which the Plunder found in the said Forts or Places were so Sold or Disposed of as aforesaid in Equal proportion with the said Company's Troops, or with the rest of the said Captors of the said Places, Also all Costs of this Suit

May it Please this Honble Court to Cause the said William Petrie and Thomas Parkison to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and thereto Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honorable Court shall Seem Meet.

Jno Sykes
Atty for the Complainant

Filed the 9th February 1774

The Joint and Seperate Answer of William Petrie and Thomas Parkison of Fort Saint George Merchants Agents to the Troops in the Service of the Honble the United Company of Merchants of England

Trading to the East Indies
of Coromandell on an Expe
the Command of Brigade
Joseph Smith against the
People of the Great and Li
war Countries Defendants
Bill of Complaint of Mi
Bruce of Madras in the
of his Highness Wau Lee
Nabob of the Carnatic
Alexander, Joseph Sa
Davies, Cannell Martin
Mattingley, William D
Norman Macleod, Dr
Anthony Dupree, John
Peter Pletzings, Peter Ne
William Wilcox, John
John Hough, Charles
John Henry Pickard, Ed
Amadeo Goudard, Stephen
Grove Gillis, James Ram
Moss, Joseph Smith, James
and John Fosquet all in the
of his said Excellency the
of the Carnatic by their Attor

The said Defendants now and all times hereafter saving and reserving to themselves all and all Manner of benefit and advantage of exception to the many uncertainties insufficiencies and imperfections in the said Complainants Bill of Complaint Contained for Answer thereunto or unto so much thereof as these Defendants are advised is material for them to make answer unto They these Defendants Answer and Say that by General Orders issued in the Army on the Seventh day of June in the Year of Our Lord One Thousand Seven hundred and Seventy Two, with the concurrence of the Principal Officers belonging to the English East India Company's Troops in Camp they were nominated Constituted and Appointed Agents in the words following "William Petrie and Thomas Parkison Esqrs are "appointed Agents for the Distribution of the money given by "his Excellency Umdut Ul Omrah the young Nabob to the Cap"tors of Ramnadaparam for the plunder taken therein" These Defendants further Answer and Say that the said Umdut Ul Omrah the Eldest Son of the Nabob of the Carnatick and by him Appointed to attend the said Army then on an Expidetion against the chiefs and People of the great and little Marrawar Countries, as Plenepotentiary or Representative of his Father in those Countries did give Awriting under his hand dated the Third day of June in the said Year One Thousand Seven hundred and Seventy Two the better to secure the Ransom Money which he agreed to pay to the said Honble Company's Troops in consideration of their Relinquishing their right to the plunder of the Fort of Ramnadaporam in the great

(519)

Thousand, two hundred and fourteen Pagodas, Thirty three fanams and forty Eight Cash being the Amount specifick of the several sums promised by the said Umdut Ul Amrah to the Honble Company's Troops in Consideration of their Relinquishing their Right to the plunder taken in the Fort of Rammadaporam, and Kallacoil aforesaid. This Defendant further answer and say that they do not think themselves Amisnable to the said Complainants or the Troops under their Command for any part of the Money they have so received from the said Nabob because such Money was promised by his Son Umdut Ul Amrah to the said Company's Troops only and the Claim of the Defendants and the Troops under their Command the said Umdut Ul Amrah obstinetely refused to Comply with till his Father's pleasure was known. These Defendant further Answer and say that they were not Appointed Agents for the Complainants and the Troops under their Command and having Received no Additional Sum or Ransom Money than was promised by the said Umdut Ul Amrah to the said Honble Company's Forces they are humbly of Opinion that they are Responsible to them only for said Ransom Money and not to the Complainants or the Troops under their Command and that the several payments they these Defendant have made to the Officers and private Men composing those said Company's Forces and which they shall hereafter make they are further of Opinion, is as legal

and

And as valid as any payment hereto fore made by any person
manner of business whatever, because as these Defendants
for the said Honble Company's Troops only payments made
other person or persons would be illegal and therefore these
humbly submit it to the Consideration of this Honble Court
not, they shall be Answerable to the Complainants or the Troops
their Command for the Money they have so received for and
of the said Honble Company's Troops These said Defendants
answer and say to the Interrogatories Exhibited by the Complainants
their Bill of Complaint that they believe some of the Complainants
being the Troops of his said Highness the Nabob were employed
Conjunction with the Troops of the said Honble Company on
Expedition against the Great and Little Marrawars but
whole or what part of the Complainants were so Employed
-dants Cannot positively Selforth and further these said
answer and say that the Complainants or so many of them as
employed were part of the Army Aiding and Assisting in the
Carryed on by his said Highness the Nabob in the said Great
Little Marrawar Countries — These Defendants further
say that they Cannot selforth or discover what money, Jewels
Silver, or other things Might be in the Fort or Place called
patnam because they believe neither the same or any Actions
Came into the hands or possession of the said General Smith
his Officers except by posting Guards over the several Places
was supposed said plunder was Contained on the Contrary
-dants have heard and believe that soon after the said Umdut
Omrah had entered into the agreement [illegible]
of Ransom Money [illegible]

Ramnadaparam, the Command of the said Town of Ramnadaparam toge-
-ther with the Charge of Guarding the several places in said Fort Sup-
-posed to Contain Money, Jewels, Gold, Silver and other things was deli-
-vered over to the Complainants and the Troops under their Command or
some of them — These Defendants further Answer and say that they do
not know or believe that the said General Smith as Commander of the
said Army sold or Disposed of the said Booty or Plunder taken in
Ramnadaparam but on the Contrary these Defendants have heard and
believe that the said General Smith on the reduction of Ramnadaparam
by storm as aforesaid did solicit Umdut Ul Omrah to allow Ransom
or prize Money to his Fathers Troops as part of the Army under the Com-
-mand of the said General Smith and these Defendants have heard and
believe the said Umdut Ul Omrah absolutely refused to make any
such allowance and that he desired the said General Smith not to
consim himself with the Circar Troops meaning the said Complainants
for that he was not athorized to make any agreement for Ransom
money but with the Companys Troops at the same time the said
Umdut Ul Omrah promised to recommend by Letter the Circar Troops
meaning the Complainants to the Nabob and assist them in prevailing
on the said Nabob to Allow them Ransom Money with which promise
the Complainants at that (time Sumingly at Least) acquiesced, these
Defendants further answer and Say they have heard and believe, that
the said Umdut Ul Omrah Made proposals for payment of Ransom
money to the said Honble Company's Troops in Consideration of their
relinquishing their Right to the plunder taken in Ramnadaparam a
foresaid or which the said General Smith Assembled the principal
Officers belonging to the said Companys Troops and acquainted them
with the said proposals which they admitted as Satisfactory and these
Defendants have heard and believe that Lieutenant Colonel Brathwaile
then —

them as Major and Major Rennie, two of the Officers who
waited on the said Umdut ul Umrah in behalf of the
Company Troops and Signified him that the proposals he
& the said Company's Troops were accepted in consequence
Agreement with the said Company Troops and the Letter
said Ransom Money promised to them the Said Umdut
pose under his hand the Writing before mentioned dated
of June in the said Year One Thousand Seven hundred
These Defendants further answer and say they have been
the said Complainants were in no Manner whatever inter-
sulted with the several Agreements before mentioned Letters
Umdut ul Umrah and the said Company's Troops. Tha
readily Admit as suggested in the Bill that His Highness
and his Troops Plundering the Complainants Town Troops
said Company Troops Assistance in the said War for which
Defendants humbly conceive the said Complainants have
to Ransom Money. These Defendants having Said and be
the Right and disposal of Plunder the often given the Troops
rewards and encouragement for them to Undertake Dangers
with spirit and perseverance so wholly vested in the Princes
Principal in the war. As an instance whereof Our Troops
the Summer by Virtue of the power and authority vested
of January in the Sixty first Year of the Reign of our
Company All Plunder Booty Treasure and other things
War when the said Company are Entitled to
to the Captors as is known by the Articles
Patent. Having

Plunder or Booty in all cases when any of the Forces of us our
Heirs and Successors shall be Appointed and Commanded to act
in conjunction with the Ships or Forces of the said Company from
which instance as well as many others that might be Mentioned
tis evident the Complainants have no legal Right to the said
Ransom Money or any part of it as the whole was promised to
the said Company's Troops by the said Umdut ul Umrah who
refused the said Complainants on the same Occasion to the said
Nabob who might or might not Reward them according to his
own pleasure. It was not the same case with the Troops in
the Service of the said Honble Company. they were not under
the controul of the said Nabob nor could he direct their operation
. These Defendants further Answer and Say that they beleive
the said Umdut ul Umrah was not compelled to enter into
the said Agreements for he had the alternative in his choice
and these Defendants beleive the said Umdut ul Umrah
entered into said Agreements and promised said Ransom
Money to the said Company's Troops in Consideration of their
relinquishing their Right and power to Reward themselves with
the plunder they might find in the said Forts of Ramnada
-puram and Rallecoil which Agreements these Defendants
beleive the said Umdut ul Umrah neither did make or would
enter into with his Father's Troops. These Defendants have
heard and beleive that on the fall of Madura in the Year One
Thousand Seven hundred and Sixty four the said Nabob with-
-out any previous Agreement gave to each Field Officer on said
Expedition Two Thousand Pagodas, to each Captain One
Thousand Pagodas and to the Subalterns and all others the
Company's

Company's troops return in proportion to their Rank &
make any distribution of the Loot to his own troops
ading and assisting in bringing the said Loot to
Defendants know by no more nothing can at the most
Demands of the Complainants in a true light than
ed respecting the plunder of Tanjore taken also by
twentieth day of September in the year One Thous
hundred and seventy three when this Defendant
the other Defendant not being in Camp at that time
setforth and saith that in the troops of the said N
said Double Company being assembled in Camp
of Trichinopoly and previous to their marching
the Ransom Money to be paid to the said Company
-deration of their relinquishing their right to the
said place was settled between the said Nabob and
of the said Company's Officers without the Officers
Nabob being consulted or concerned in said Agreem
Embassy thereon as before considered as the troops
Nabob and Principal in the War to be rewarded by
for their services as he thought proper This and
was subsequent to the taking of the Complainants
Complaint and that the said Company's Officers did
in their Consult respecting the Plunder of Carroor
and Kattacoil they had some take out right and
to think they would not have
Defendants also

been Principals in the War against the said Marrawars the Troops of
the said Company would have no legal Claim to Plunder or Ransom
Money as it would have been the property of the said United Company
by Virtue of his said Majestys Letters Patent and the said Company
might reward their Troops or not According to their own pleasure it
will then follow that the said Nabob who is Prince of the Country and
Principal in the War may also Reward his own Troops or not, as he pleases
These Defendants further answer and say, that they believe the Gene-
-ral Orders as recited in the Complainants Bill of Complaint were
Issued by the said General Smith but what Effect they had on the
said Complainants These Defendants Cannot Setforth If the said
Complainants meant to avail themselves of the said Plunder, these
Defendants have heard and believe they had then their Powers so
to do on the said Company's Troops being with drawn and the Comm and
of the said Fort of Rammapatam together with the Charge of guar-
-ding the several Places in said Fort supposed to contain Money
Jewels Gold Silver and other things being as these Defendants
have heard and believe they were delivered over to the said Complai-
-nants and the Troops under their Command some of them soon
after the Reduction of said Fort These Defendants further Answer
and Say that they have heard and believe the said Fort of Kattacoil was
taken by Storm by a Detachment of the said Company and Nabob
Troops under the Command of Lieutenant Colonel Abram Bonjour
on the Day and Year as Expressed and Setforth in the Complainants
Bill of Complaint These Defendants Answer and Say they cannot
setforth what Money Jewels Gold Silver or other things might be in
the said Fort or place called Kattacoil because they believe neither
the same or any Returns thereof came into the hands or possession
of the said General Smith or any of his Officers Except by posting-
Guards

Guards over the several places in said Fort supposed to
said Plunder on the contrary these Defendants have heard
the Command of the said Fort of Kallacoil together with
of Guarding the several Places in said Fort supposed to
Money Jewels Gold Silver and other things was delivered
Complainant and the Troops under their Command or some
soon after the Reduction of said Fort these Defendants
and Say that they do not know or believe that the said
as Commander of the said Army sold or disposed of the
or Effects taken in the said Fort of Kallacoil but on the
Defendants did hear and do believe that the said agreement
made between the said Umdut Ul Omrah and the
Officers who were present at the Reduction of the said
by which Agreement these Defendants have heard and
said Umdut Ul Omrah promised to give Fifty
to be divided between the said Company's Troops
said Detachment and the Army in such proportions
them Agreed on, but these Defendants have not heard
believe the said Umdut Ul Omrah did enter into any
whatever with the Complainants to give them any Sum
Consideration of their Right to the Plunder taken in the
Kallacoil or the Contrary these Defendants believe the
far from having a Right to any part of the said Fifty
were in no shape or Manner Consulted or Concerned in
Agreement for said Sum but in that case as well as
they depended on the said Umdut Ul Omrah and the
Smith using the

Services on the said Expeditions which these Defendants have heard
the said Nabob refuses to do these Defendants further Answer
and say that they believe the General Orders as recited in the Com-
-plainants Bill of Complaint were Issued by the said General Smith
but what Effect they had on the Complainants these Defendants
Cannot Set forth If the said Complainants Meant to avail them-
-selves of the said Plunder these Defendants have heard and believe
they had it in their power so to do on the said Companys Troops
being withdrawn and the Command of the said Fort of Kallacoil
together with the Charge of Guarding the Several Places in the said
Fort supposed to Contain Money Jewels Gold Silver and other
things being delivered over to the Complainants and the Troops under
their Command or some of them soon after the Reduction of the
said Fort of Kallacoil as these Defendants have heard and believe,
These Defendants further Answer and Say that they have
received from the said Nabob through the hands of the Honble
the President and Council of Fort Saint George the Sum of One
hundred and Twenty four Thousand Two hundred and fourteen
Pagodas Thirty three fanams and forty Eight Cash promised by
the said Umdut Ul Omrah to the said Companys Troops on the
Reduction of Ramnadaporam aforesaid These Defendants further
Answer and Say they have received from the said Nabob through
the hands of the said Honble President and Council the further
Sum of Fifty Thousand Pagodas which the said Umdut Ul
Omrah promised to the said Companys Troops on the Reduction
of Kallacoil aforesaid both Sums Amounting in the whole to

One

One hundred and Seventy four Thousand Three hundred
Pagodas Thirty three Fanams and forty Eight Cash
these Defendants have paid to the said Companys Troops
of One hundred and fifty Two Thousand Eight hundred
five Pagodas Nineteen Fanams and Thirty Two Cash
further Answer and say that they have kept the sum
One Thousand three hundred and Ninety Pagodas four
and Sixteen Cash in their hands to Answer any Demand
be made on them. These Defendants further Answer
the Complainants have applyed to them by their Agent
Michael Bruce one of the Complainants Mentioned
Bill of Complaint for a proportion of the said Money
said Nobab as aforesaid but these Defendants say
cation was notifyed to them by the Complainants
by the said Michael Bruce on behalf of himself and
mants and not before. These Defendants further
say that they believe Plunder found in Places taken
not legally the property of the Captors for had the
been Principal in the said War they Might or Might
rewarded their Troops as they thought proper of the
mants are the Troops of an absolute Prince Sovereign
and Principal in the war as Set forth in the Bill of Complaint
Defendants humbly Conceive they have no legal Claim
taken in the said Wars but that their being rewarded
on the Pleasure of the Prince whom [illegible] If the Co
found their Cla[illegible]

Defendants verily beleive the said Umdut Ul Omrah abso-
-lutely refused to enter into any Agreement whatever with them
for Ransom Donation or Prize Money on the said Expedition
alledging they were the Circar Troops (Meaning the Complainants)
and that they must be Refered to his Fathers pleasure to whom he
promised to recommand them and These Defendants further An-
-swer and Say they Recollect to have heard the said Umdut Ul
Omrah make use of words to the purport and Effect before
mentioned. So far are the said Complainants from having a
Right to the Ransom Money paid in consequence of said Agree-
-ments These Defendants have heard and beleive that not one
of the Complainants were so much as consulted in Making any
of the said Agreements. These Defendants further Answer and
say that they never did admit that the Complainants were
in Equity intitled to any part of the said Sum of Fifty Thousand
Pagodas paid into their hands in Consequence of the Agreement
made at Kallacoil but the Defendent William Petrie in pri-
-vate Conversation with the said Michael Bruce one of the
Complainants admitted that in case the Complainants were
intitled to any part of the said Fifty Thousand Pagodas it must
be from the Manner of wording the Persian Writing and not
from the intention of the parties. These Defendants have heard
and believe the said Agreement was made between the said
Umdut Ul Omrah and the said Companys Troops who were
present at the Reduction of the said Fort of Kallacoil and that
the said parties as much intended by the said Agreement
that

been Consented to Aproved of or Admitted therefore these Defendants are
humly of Opinion that the said Fifty Thousand Pagodas should be
distributed According to the intention of the said Parties for it is almost
certain that had it been intended that the said Nabobs Troops meaning
the Complainants should have shared part of the said Money they would
have been particularly Mentioned in the said Writing as it is not likea
-ble to take them Conjunctly with the said Companys Troops into such
Agreements or they would have been asked whether the said Agreements
was satisfactory to them or not, on the Contrary these Defendants have heard
and believe that the Complainants or some of them did Solicit the said
General Smith to use his interest with the said Mirdut Ul Omrah that
some Provision Might be made for the said Complainants also, which
these Defendants have heard and believe the said Mirdut Ul Omrah
absolutely Refused to Comply with which plainly shews that the Com
-plainants thought themselves in no ways provided for by the said
Agreements. These Defendants further Answer and Say that they do
not believe the said Written Agreements given by the said Mirdut
Ul Omrah does Invest the said Complainants or the Troops under
their Command of any legal Right to plunder or Booty found in
the said Forts of Rammapatam and Rallacoil as the Matter of
right so for as Respects the Troops of the Nabob, Meaning the Com
-plainants Appears to these Defendants to be vested in the said
Mirdut Ul Omrah as Representative of his Father, the Principal
in the War and Prince of the Country who may or may not Reward
his own Troops as he thinks proper. These Defendants further An
-swer and say that they do not know that the said General Smith
and the said Companys Troops Refused to give up to the said Mirdut
Ul Omrah the plunder found in Rammadpatnam and Rallacoil
unless he gave a Bond or Consideration for the same because these
Defendants

their Agent and these Defendants are humbly of Opinion that
the said Nabobs Troops meaning the Complainants for the Reasons a
foresaid, have no good Cause of Action, nor will any by against these
Defendants, which they are Ready and willing to maintain and
prove in such Manner and form as this Honble Court shall
direct and humbly pray to be hence dismissed with their reaso-
nable Costs and Charges in this behalf most Wrongfully Sus-
tained

Thomas Parkison

Wm. Petrie

4th Febry 1774

Sworn to by the Defendant Thomas
Parkison before me

Reyn.d Adams
Alderman

4th Febry 1774

Sworn to by the Defendant William Petrie
before me

Geo. Moubray
Alderman

Translate of a Writing from the Persian Language under
date the 3d June 1772.

I Omdut Ul Amorah Bahadar do promise to
pay to the Officers and Soldiers of the Honble Companys Troops
in Consideration of their delivering up the Plunder of Rad-
-na patnam to which they say they are Intitled having taken
the place by Storm a Sum of Money Equal to make up to each
Field Officers Two Thousand and four hundred Pagodas, to each
Captain, One Thousand and two hundred Pagodas. And to each
Subaltern

Subaltian Sea hundred Pagodas and to Which [illegible]
non Commissioned Officers, Soldiers, Hardiers [illegible]
pays and all others the Company's Servants in the [illegible]
as part at Madura and to the Commissary, Paymaster
Secretary and Chaptain, One Thousand two hundred
I further promise to pay to General Smith the Sum [illegible]
Eight of the whole, For the whole of which Sum [illegible]
Bond payable at the Expiration of three Months [illegible]
hereof to any person appointed their Agent to [illegible]

(Signed)
Conduct [illegible]

A true Translate from the Original in the [illegible]

Chas. [illegible]
Atty [illegible]

A Translate from the Original in the [illegible]
under date the 27th June 1774

L.S.

This is the Writing the Nabob Umdetul [illegible]
has given under his Own Seal to the Army of General [illegible]
der Vizt. That he will pay to the said Army into [illegible]
whatever Person he may appoint on behalf [illegible]
ceive the same in the Sum of three Months [illegible]
Fifty Thousand Star Pagodas on which [illegible]
given this Agreement [illegible]

Christian Ora — or the 24th of the Moors Rubbu delauvul of the Hegyra Era —

A true Translate from the Original in the Persian Language —

Chas. Bromley
Atty Defendt. —

Filed the 9th May 1774

The Amended Replication of Michail Bruce Captain in the Service of this Highness Wau Lau Jau &c. Nabob of the Carnatick Henry Alexander Major in the Service of the said Nabob for himself and the said Nabobs first Battalian of Seapoys consisting of Nine hundred and thirty Non Commissioned Officers and Privet Men unde his the said Henry Alexander Command Joseph Foure Lieutenant in the Service of the said Nabob, Joseph Davies Carnet in the service of the said Nabob, Canvel Martinz Captain in the Service of the said Nabob for himself and the said Nabobs first Battalian of Sopasses under his Command —

Command Consisting of [illegible]
Twenty five Non Commissioned
Private Men, Charles Mathe[illegible]
in the Service of the said Nabob
Lieutenant in the Service of the
himself and Twenty five [illegible]
Officers and Private Artillery [illegible]
Command, Norman Macleod [illegible]
Service of the said Nabob, [illegible]
in the Service of the said Nabob, [illegible]
Lieutenant in the Service of the [illegible]
Placitt Ensign in the Service of [illegible]
Peter Plezanys Ensign in the [illegible]
Nabob, Peter Nicholas [illegible]
the said Nabob, William [illegible]
now Captain in the Service of the
John Lowdon Captain in the [illegible]
Nabob for himself and Nine [illegible]
non Commissioned Officers and [illegible]
under his the said John Lowdon
John Hough Ensign in the [illegible]
Nabob, Charles Summons [illegible]
vice of the said Nabob, John [illegible]
Lieutenant in the Service of the [illegible]
ward Power Ensign in the [illegible]
Nabob, Amadée Gurdard [illegible]
Service of the said Nabob for him[illegible]
Serjeant One Corporal and [illegible]

for himself and the said Nabob's Sixth Batta-
lian of Seapoys under his Command Consisting
of Nine hundred and fifty Seapoys non Com-
missioned Officers and Private Men, James
Hamilton Ensign in the Service of the said
Nabob, John Moss Ensign in the Service of
the said Nabob, Joseph Smith Captain of Cavalry
in the Service of the said Nabob for himself and
two Jamadars One Serjeant Major One
Drummajor One Drummer three Havildars
two Naicks and Twenty four Seapoys under
his command, James Hoddell Cornet in the
Service of the said Nabob, And John Tisquet
Lieutenant in the Service of the said Nabob, by
their Attorney the said Michael Bruce to the
Joint and Seperate Answer of William Petrie
and Thomas Parkison of Fort Saint George
Merchants.

These Repliants now and at all times hereaf-
ter Saving and reserving unto themselves all and all Manner of
benefit and Advantage of Exception to the Many Untruthes
Errors Incertainties Insufficiencies and Imperfections in the said
Answer contained for Replication thereunto Saith that their said
Bill of Complaint Exhibited in this Honble Court against the said
Defendants and all and Singular the Matters and things therein
contained are good true certain and Sufficient in the Law to be Answe-
red unto is such manner and form as the same are therein and there-
by Setforth and Alledged and that the said Answer of the said Defend^ts
is

For these Repliants conceive that there was the same Necessity for the said Defendants to have the consent of every Individual of the said Army as there was for there the said Defendants to have the Consent or concurrence of these Repliants to be their Agent in the said affair, For these Repliants were Equally part of the said Army and aiding and Assisting in the said War with any other part of the said Army and ought to be considered in that light and they these Repliants humbly hope and Doubt not but they shall be so considered by this Honble Court. The said Defendants in their said Answer Say that these Repliants or the Officers of the said Nabob and the Troops under their Command have no legal right to any Share or part of that Money given by Bond by his Excellency the said Omdat ul Omrah, And Say in Vindication of this their Assertion that these Repliants were never consulted about the same, And that the Said Bond was made and agreed to on the part of the said United Company's Troops (who were only a part of the said Army) without these Repliants knowledge or their these Repliants Opinions being Asked, tho they these Repliants were Equally a part of the said Army and aiding and Assisting in the said War with the said United Company's Troops, making thereby, as these Repliants Conceive, the most Illegal and Unjust Distinction that they could possible do, And the same was a method of Acting and the said Agreement founded on so Illegal unjust and Arbitrary a Principal to be Admitted of in an English Court, According to these Repliants knowledge and the Idea they have of the Laws and Appy Constitution of England, which do by no means Allow of One Man depriving another of his right and property because he has an Opportunity and has it in his Power so to do, Laws have been Wisely

Since and reason— The said Defendants as a further reason for
Detaining these Repliants property and pretending they these
Repliants are not Intitled to any part of the said proceeds or
amount Sales of the said Plunder in their said Answer Say that
they have heard and believe the said Amdut Ul Amrah positively refused giving any consideration to these Repliants, the
Sirear Troops, In Reply thereto these Repliants Say that they
are entirely Unacquainted with any such Conversation having
passed between His said Excellency and any Person or Persons —
whatever or of his said Excellency having made any such Declaration, But they these Repliants have too good an Opinion
of this said Excellency's Equity Humanity and Generosity
Ever to think that such Words were Intended to Deprive these
Repliants of their Just rights, But rather that His said
Excellency, Confident within himself that he had given or
Engaged for the full Value of the Plunder found in Ramnada-
-puram, could not or had not Right to give more, And these
Repliants believe that his said Excellency was likewise Sen-
sible, or was fully of Opinion that Law and Equity would de-
cide the said matter in favor of these Repliants, And to Shew
this in a clearer light to this Honble Court these Repliants beg
leave to Refer to the words of the said Bond, wherein his said
Excellency says— "I Amdut Ul Amrah do Promise to pay
"to the Officers and Soldiers of the Honble Company's Troops in
"consideration of their Delivering up the Plunder of Radna-
"puram, to which they say they are Intitled, having taken
"the Place by Storm, a Sum of money &c.a which words" &c.a
"which they say they are Intitled— Do, as these Repliants
Conceive,

Wisely made to Reward Power Superseding right in Order that
Justice may be done to all, however Unable People may be to Obtain
Justice of themselves for any reason or any Account whatever, these
Repliants therefore beware the said Troops of the said United Co
may having Assumed sole and Exclusive right to the Plunder found
in Ramnadapuram aforesaid and to the Disposition thereof, and having
Obtained a Bond under force only, with Did Intitle to Exclude these
Repliants and Deprive them of their Just and Legal Rights and for
means Avail them in this Honble Court, where the Rights of
parties will be considered, and Justice done to Each party as we
Are happy therefore to See for these Repliants, as they ably and
readily Evidence as they these Repliants have been with regard to
matter or Question in this Cause, as is Confessed by the said Defe
in their said Answer (who confess that these Repliants were Depr
of their property neither their consent, which is to all Intents and
purposes Illegal) that these Repliants have an Opportunity of
having Recourse to the English Laws which do by no means allow
of Such Illegal Unjust and Robberous proceedings, that the
said Defendants can Alledge no reason for Detaining these Repl
ants said property, that the said Bond or any other Bond whatever
can Deprive these Repliants of their, these Repliants, Just and
lawfull right to all or any part of the Plunder found in Ramna
-dapuram aforesaid, and of the Amount of such it were Either
Disposed of for when these Repliants were as much Entitled as
any others to whom the said Defendants have paid any part of the
proceeds or Amount Sales of the said Plunder or who they further
are Intitled thereto, these

Since and reason— The said Defendants as a further reason for
Detaining these Repliants property and pretending they these
Repliants are not Intitled to any part of the said proceeds or
Amount Sales of the said Plunder in their said Answer Say that
they have heard and believe the said Amdut Ul Umrah positi-
tively refused giving any consideration to these Repliants, the
Sircar Troops, In Reply thereto these Repliants Say that they
are entirely Unacquainted with any such Conversation having
passed between His said Excellency and any Person or Persons —
whatever or of his said Excellency having made any such Decla-
ration, But they these Repliants have too good an Opinion
of this said Excellency's Equity Humanity and Generosity
Ever to think that such Words were Intended to Deprive these
Repliants of their Just rights, But rather that His said
Excellency, Confident within himself that he had given or
Engaged for the full Value of the Plunder found in Ramnada-
-puram, could not or had not Right to give more, And these
Repliants believe that his said Excellency was likewise Sen-
sible, or was fully of Opinion that Law and Equity would dec-
-ide the said matter in favor of these Repliants, And to Shew
this in a clearer light to this Honble Court these Repliants beg
leave to Refer to the words of the said Bond, wherein his said
Excellency says— "I Amdut Ul Umrah do Promise to pay
"to the Officers and Soldiers of the Honble Company's Troops in
"consideration of their Delivering up the Plunder of Ratna
-puram, to which they say they are Intitled, having taken
[illegible] a sum of money &c. which words" He
[illegible] as these Repliants

Conceive, In the first Place, Imply a Doubt in This said Excellency
Breast of the said Company's Troops right and Title to the said
Plunder, or the amount Sales thereof, or to the said Bond, And in the
Second Place, carries with it a Strong Idea of Compulsion, And
that the said Bond was not given with the said Omdut Ul
Omrah's free will and Consent, But that he was Obliged to
do it to prevent Disturbance and to get Possession of the said
Plunder, for the Company's Troops, who were in Possession of
the said Plunder before the said Bond was given, did Act
refuse to Deliver it up untill the said Omdut Ul Omr
had given the said Bond, and these Repliants beg leave
Observe further that if the Title to the said Plunder a
from the taking the said Place by Storm, According to
Tenor of the said Bond, the said Company's Troops could
have a Sole and Exclusive Right thereto as they were only a
part of the said Army and of the said Captors — From whence
then did they derive a right to the whole it could not be from
heir being the only Captors, for they were not so, nor could it be
from the said Bond which clearly Conveys a Just Legal and
Equitable Manner and Intention, that whoever were Intitled
to the Plunder should have the Amount Sales of it on the Money in Lieu
of it which is Specifyed therein, and the Persons mentioned as being Intit-
led thereto are the Captors, which Captors were the Army employed on the
said War Composed of the said Company's Troops and these Repliants, and
not the said Company's Troops only, and the said Omdut Ul Omrah at the
sametime that he finds it necessary to [illegible] Company's
Troops in Order [illegible]

Who were Equilly Employed in the said War and the said Capture of the
said Place, takes the Striking method Apparent in the very words of the
said Bond, to Shew his Sense and Meaning with regard to the said mat-
-ters, And that he the said Omdut Ul Omrah did not himself look upon
the said Company's Troops Intitled to the whole of the said Plunder —
The said Defendants further in their said Answer Say that it was in
these Repliants Power to had rewarded themselves after the said Bond
was passed, In Reply thereto these Repliants Absolutely deny that they
could, without a Violation of the Orders Issued by General Joseph
Smith, Commander of the said Army, whose Orders they these Repliants
did and were Obliged to Obey, have rewarded themselves by Prundering,
as the said Defendants Alledge, as Immediately after the said Bond
was Signed Strict and General Orders were Issue Against Plundering,
as Setforth in these Repliants said Bill of Complaint, after which if
these Repliants had rewarded themselves by Plundering, as the
said Defendants Setforth, they these Repliants, which One part of the
said Army and One part of the said Captors were in Possession of
what they thought would Intitled them to the whole reward for
the said Capture, would have been liable to have been treated worse
than the Enemy they were or had been fighting against, they these
Repliants therefore thought it most prudent and Justifiable to
Comply with the Orders so Issued out by the said Commander of the
said army as aforesaid — and to Seek Redress Legally as they have done
And further with regard to the said Bond, these Repliants have rea-
-son to believe, and Inded it's very Apparent, that the said Defendants
and the Principal Officers who consented to or was any way concerned
in Obtaining the said Bond, as the Defendants Say in consideration
[illegible] their right to the Plunder of Ramnadporam

as before mentioned, with an Intent to Engross the whole money
arising from the said Plunder of Rammadaporam aforesaid and
so appears to these Repliants not only from their privately agreeing
to Obtain the said Bond without consulting these Repliants about
it, But also from the said Defendants refusing to pay these Repliants
any part of the money which they Acknowledge to have Received
from the President and Council of Fort Saint George as Prize of the
said Plunder of Rammadaporam aforesaid, And pretending in their
said Answer that these Repliants are not Intitled to any part thereof
The contrary whereof these Repliants humbly hope will clearly appear
to this Honble Court For these Repliants can by no means Conceive
that it can be thought Just and Legal that One part of the Captors
and One part of the Captors of a Place should be rewarded and the
other part not, And they these Repliants are also Convinced that
it was never the Intent either of the Highness Mauluy Jaw Ally
Nabob of the Carnatic, who was the Principal in the said Event of
his Pre Emdeavoring Conduct Mr Admiral, his Son, who signed the
said Bond, to behave in the Abject and Partial manner Described
in the said Answer, or that these Repliants should not only be
Deprived of their Just rights But also that the same should be
Possessed and Enjoyed by the said other part of the said Captors For
this would be doing Injustice to these Repliants without any Just
either to the said Nabob or his Son, and without any Just Answer
reason for so doing, Inasmuch as, plaine the said Conduct Mr Admiral
did not give the said Bond Voluntarily But Only as said in
Answer, the Principal

the said Company's Troops keeping Possession of it and even of the Place
itself, that he should be Deprived of unless he came into their Mea-
sures and Signed the said Bond But these Repliants can by no
means Admit that the said Company's Troops had any right to
take any such Bond in Order to Exclude these Repliants from their
Just Right Or that the same can be Valid or Legal, or that they
these Repliants are brought thereby to be Deprived of an Equal
proportion of the Proceeds or Amount Sales of the said Plunder with
the said other part of the said Captors with Regard to the Examples
which the said Defendants mention by way of Support of these
their Unjust Pretensions these Repliants beg leave to Observe
that they Conceive the same can have no weight whatever to
Invalidate a Custom Established and Allowed not only by the
English Laws, but by almost every Nation in the world, as the
Example of the Kings and the said Company's Troops Acting in
Conjunction at Manila fully Evinces, And is so Latent as to be known
to many that are here, For there the King's Troops Claimed and
wanted to engross the whole of the Plunder or Prize money and to
Deprive the said Company's Troops of the whole thereof or of the pro-
fits thereof or arising therefrom, Just in the same manner as the
said Company's Troops in the Present Case want to Deprive these
Repliants, But on a Contest regarding the said affair the same
was decided in favor of the said Company's Troops, They, as Captors,
being looked on as Equally Intitled with the King's Troops, And these
Repliants humbly hope and Doubt not but it will by this Honble
Court in the Present Case be considered and Determined that these
the said Army and the said Captors, are Equally
Plunder with the said

Company's Troops who were the other part of the said Army and the said Captors. And further, if the Exclusive Claim of the said Company's Troops in the said War is founded on these Repliants being the Sircar Troops, As seems to be the Case by the Tenor of the said Defendants said Answer, these Repliants begleave to Inform this Hon'ble Court that part of the very Troops to whom the said Defendants have paid a part of the said monies Arising from the Plunder of Ramnadporam and Caliesil aforesaid are the Troops of the Sircar and pay of His said Highness the Nabob Wau lau Jau &c. How then they Intitled in Perference to these Repliants as to the Claim which the said Defendants mention respecting the Agreement which the said Company's Troops made with His said Highness Nabob regarding the Plunder of Tanjore, these Repliants but Conceive the same is rather in favor of them these Repliants, as the said Company's Troops, not only a Considerable time before the Seventeenth Day of September, the Day Tanjore was taken, But also previous to the Troops Marching from the Plain of Trichinapoly or a Gun being Tired at the said Fort of Tanjore, made the Agreement relative to the Plunder of Tanjore, By which means these Repliants had time to make their Representations to His said Highness the Nabob, who was Pleased to give His Royal word that these Repliants were to be, and Should be rewarded in the same manner in all respects as the Troops of the said Company. And as these Repliants have Ever found His said Highness the Nabob just and bounteful they these Repliants think themselves Equally certain of receiving their due Shares Agreeable to their Ranks, [illegible] Bond for the same, Notwithstand[illegible] of Ex[illegible]

to throw a Veil of Pity on these Repliants, Because they these Repliants Serve an absolute Prince an Absolute One they these Repliants allow, But they these Repliants consider him Equally absolute in Administering Justice whenever it is left to the Decesion of his own Breast, As the first Seige of the said Fort of Tanjore may fully and clearly Evince, For there His said Highness the Nabob Distribute His Donation alike in Equal proportions agreeable to Rank, to his own Troops and to the Troops of the said United Company, But the Case of Ramnadporam was quite Different, not being left to His Highness's Determination, for there a part of the Captors took Possession of the Fort, and what was found therein, and Insested on a Bond being given, In consideration of their geving up and Relenquishing their right and Power as One Part of the Captors to reward themselves with the Plunder of the Place, But no sooner have they got the said Bond than they Issue out severe General Orders, that no One should Plunder, That if any Soldier is sought Plundering he should be hanged, and any Officer found Plundering or with any Plunder Cashierd. These Repliants are however Ignorant by what Law or Justice they the said Company's Troops found their Authority of relinquishing their right to reward themselves with the said Plunder on any such Terms as that of giving up the said Plunder for their Sole benefit, in Exclusion of these Repliants, In Consideration of the said Bond Intended as the said Defendants alledge, for the Sole Use and benefit of the said Company's [illegible] were only a part of the said Captors, and a part of the [illegible]

For by the Grant made by our Sovereign Lord George the Second on the fourteenth Day of January in the thirty first Year of his Reign, the Plunders is only granted to the said Hon'ble Company when the said Company are Principals in any War they may undertake, Now the said Defendants Acknowledge the said Company were not the Principals in the said War against the said Great and little Murawars, therefore as Principals they the said Company's Troops have no right to the Plunder or the Amount or proceeds thereof Nor had they any right thereto or to any part thereof otherwise than as part of the Captors and part of the Army who were Intitled to the said Plunder, and for whom the Amount or proceeds thereof was Intended The whole thereof Never being Intended for the said Company's Troops, but for the said Army Employed in the said war in general But the said Defendants pretend they were not under the controul of His Highness the Nabob, nor could he the said Nabob direct their Operations which these Repliants beg leave to Observe does not by any means Intitled them the said Company's Troops to the said Plunder or the Amount or proceeds thereof, for they are and were Ever meant to Share the same with the rest of the said Army it never being Intended that the said Company's Troops should, for their Services in the said War, be rewarded with the Right and property of these Repliants, or that these Repliants, who were Equally Aiding and Assisting in the said War with the said Company's Troops, should not have some Recompence for the same, And these Repliants Power of rewarding themselves, as the said Defendants Alledge as a reason why they these Defendants are not Intitled to any part or Share of the Amount of the said Plunder is [illegible]

Aforesaid in the way hereinbefore Setforth Viz.t by keeping Possession of, and refusing to Deliver up the said Fort or Place and the Plunder found therein untill they had got the said Bond, which Proceeding will not however, as these Repliants humbly Conceive and hope, Avail them in this Hon'ble Court, where matter of right and Justice will be considered, and Matter of compulsion and an Undue Method of Obtaining a Bond or Voucher be by no means Admitted as a Plea for One Set of People being Intitled to the property of others, such Unjust acts and methods of Proceeding can never meet with the Sanction of the English Laws, As Matter of Law, founded on right Justice and Equity, is Ever the Consideration in an English Court And it is the more Necessary as well as Just that these Repliants should have a Share or Proportion of the Amount or Proceeds of the said Plunder with the said Company's Troops, for tho' they these Repliants were, as is Acknowledged by the said Defendants, a part of the said Captors and Aiding and Assisting in the said War, Yet these Repliants have no right to Expect redress or any reward from His said Highness the Nabob, as he the said Nabob has already paid Amply Sufficient for the said Plunder and for the whole Army Employed in the said War, These Repliants therefore Submit to the Judgment of this Hon'ble Court how unjustly, how Ungenerously, and how unlike Soldiers Engaged in the same Cause these Repliants have been treated in this whole affair Nor do these Repliants Conceive or by any means Admit that it is in the Power of any Bond or Agreement to Deprive them these Repliants, or that they in Consequence thereof should or ought to be Deprived, being part of the said Captors, of an Equal Share or proportion of the advan[illegible] Plunder with the said Company's

Troops, for Supposing the said Amdut ul Umrah had not given
any Bond for or on Account or in Lieu of the said Plunder, And the
the said Company's Troops in consideration of their right and Claim
reward themselves, as the said Defendants so Simply Set forth in their
said Answer, had Plundered the said Fort of Ammaduerum Dobb
the said Plunder they would on that Case have had the same right
have Divided the whole Amount Arising from the Sale thereof
among themselves that they now have to take the whole Amount
Arising from such Sale and Divide of among themselves without
giving these Repliants, the part of the said Captors, any proportion of
or Share thereof, that they now have to take the whole Amount thereof
from the said Bond given by the said Umdut ul
Umrah for or in Lieu of the said Plunder as aforesaid, These Repliants by
leave to Observe further that they these Repliants had and have no
an Opinion of the Justness of their Cause And of the Equity of this Hon
Court to have took, or to think that they ought to have took the Usual
able method laid down by the said Defendants in their said Answer to
reward themselves after the said Amdut ul Umrah had given the said
for as much as the said Plunder was Work'd or was Elevated by
after the General Orders Issued against Plundering, as herein before
and in these Repliants said Bill of Complaint Set forth, and as admit
-ted by the said Defendants in their said Answer. With regard to the Sum
of Rupees in Question in this Cause these Repliants Say they cannot
for bear Expressing their Astonishment at the said Defendants Objection
to pay these Repliants their respective proportions of the Amount of the
-cuds of the Plunder thereof or the
Umrah, as aforesaid

of the said Defendants on that Account, And also at the said Defendts
Observations in their said Answer relative thereto, as the Bond for
the same is clearly given to, and the Money mentioned therein for the
benefit of the said Army in General, not of the said Company's Troops
only as will clearly Appear by the very Words of the said Bond or
Writing Obligatory given on that Occasion by the said Amdut ul
Umrah, a Translate of which said Bond or Writing Obligatory
is Annexed to the said Defendants said Answer, which is as follows,
That is to Say, "This is the Writing the Nabob Amdut ul Umrah
"Bahaudar has given under his own Seal to the Army of General
"Smith Bahaudar Viz. That he will pay to the said Army into
"the hands of whatever Person he may Appoint on behalf thereof
"to receive the same in the Space of Three Months the Sum of Fifty
"Thousand Star Pagodas On which Account he has given this Agree
"ment Dated the Twenty Seventh June One Thousand Seven
"hundred and Seventy two of the Christian Æra or the Seventy fourth
"of the Moon Robber Removal of the Hegyra Æra — With regard
to what the said Defendants Observe of the Contents of the said
Bond or Writing Obligatory not being Discovered untill some
considerable time after it was given, and of the Intention of
the Parties &c. these Repliants beg leave to Observe that such
the said Defendants Allegations are mere Matter of Evasion,
as in the first Place, these Repliants have not the least Doubt
but that the said Bond or Writing Obligatory was well
known and Understood by the said Company's Troops tho'
they may now wish that they had Insisted on the same
being given to themselves only, in Order if possible, to

Just proportion thereof. And the Second Place of the said Company's Troops did not Understand the said Bond or Writing Obligatory that was read of these Replicants Nor ought they these Replicants to suffer for the same And in the third Place, it clearly appears by the Tenor of the said Bond or Writing Obligatory that it was the Intent of the said Andut Ml Amrah as Acting for and Representing his said Father the Principal in the said Bond to do Justice to the whole Army, and not to Reward one part of it only, being well convinced that these Replicants as part of the Army, and of the Paid Troops were equally Intitled to a Share of the said Plunder and of the Amount or proceeds thereof with the said Company's Troops. And in Order to shew this Honble Court that these Replicants were Just and Intitled to a Share of the Plunder, and in Course to a Share of the Amount or proceeds thereof arising from that has been paid into the hands of the said Defendants as aforesaid they these Replicants beg Leave to Inform this Honble Court that part of the Troops of His said Highness the Nabob who now Claim a Proportion of the Amount of the said Plunder did Actually form part of the Detachment which took the said Fort of Rutnagerry by Storm under the Command of the Colonel Abraham Kenyon and that the said Troops of the said Nabob were the first that Entered the said Fort. It would therefore in every Reason that they these Replicants the Troops of the said Nabob who were part of the said Detachment should not have their Reward for such their Services with regard to what the said Defendant Captain Daniel William Pelle mentions of a Private conversation with the said Defendant Michael Brown, He the said Replicant beg Leave to observe that the said Defendant Ought not to be under any concern or Uneasiness on Account thereof as the said Replicant has the Justice of his and the

Private conversation, tho' these Replicants cannot help Observing that the said Defendants do Repeatedly mentioned the Private conversation that passed with the said Andut Ml Amrah, and the Declarations which they say he the said Andut Ml Amrah made regarding these Replicants, which however, cannot, as these Replicants Conceive have any Weight in the Decision of these matters with Regard to the Doubt which the said Defendants Express of these Replicants not being [illegible] said Expedition against the said Great and Little Mirawars these Replicants beg Leave to Assure this Honble Court that they these Replicants were all Employed in the said Expedition, and were Aiding and Assisting in the said War, as they these Replicants hope and Doubt not but they shall be able to make appear to the satisfaction of this Honble Court in due time in Case the said Defendants should Persist in their Doubt, which is however a matter foreign to the real merits of this Cause, that is, whether the Troops of His said Highness the Nabob Employed on the said Expedition are Intitled to a Share of the said Plunder or the Amount or proceeds thereof, or whether the said Company's Troops, the only part of the said army and the said Plunder or the proceeds thereof, And as these Replicants think they have the same right to Doubt whether all those to whom the said Defendants allege they have paid part of the said proceeds of the said Plunder were Employed on the said Expedition or in Case the said Defendants should persist in such their Doubt about these Replicants as aforesaid they these Replicants do hereby Object to any Payment whatever of any part of the Amount of the said Plunder Unless the said Defendants Produce a Certificate from the Officer which and Black

Soldier Seapoys Lascar &c. to whom they have made any such Pay-
ment were Employed on the said Expedition and did actually Compose
part of the said Army with regard to what the said Defendants
Observe of Agency of their not being appointed these Repliants Agents of
an Application to Robert Stoney Esqr. and of no Action lying against
them the said Defendants, these Repliants beg leave to Observe that it
Immaterial whether the said Defendants were or were not appoin-
ted Agents for these Repliants Partic[illegible] they were, by their
own Confession in their said Answer, appointed Agents for the
Distribution of the Money given by his said Excellency Conduct Ul
Omrah to the Captors, of which Captors these Repliants were part
and they the said Defendants do also Acknowledge that they have
Received the whole Amount of the Proceeds of the said Plunder for
both the said Places, against the Persons who are so in Possession
of the very property Claimed. These Repliants are humbly of
Opinion that they these Repliants, as part of the said Army and
of the said Captors, are Equally Intitled to a Share of the said
proceeds of the said Plunder with the said other part of the Army
If so they must of Course Claim it from those who have it,
and who were Appointed to Distribute it to and among the
said Captors, Notwithstanding any thing Alledged by the said
Defendants to the contrary in their said Answer. And these
Repliants Lastly Say that with regard to any other Matter or
things Setforth or Alledged in the said Answer to which they
have not Particularly Replied the same is very Untrue or
Evasive and Insufficient for them these Repliants to make
any further or other Reply [illegible]

are Ready and Willing to Aver mantioned and prove as this
Honble Court shall Direct and Most humbly pray as in and
by their said Bill of Complaint they have already Prayed

Jno. Sykes
Atty for the Repliants

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(259)

(632)

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Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examind on the part and behalf of the Complainants in a Certain Cause now depending and at Issue in the Honorable the Mayor's Court at Madraspatnam Wherein Michael Bruce Captain in the Service of His Highness Wau lau Jau &c. Nabob of the Carnatic, Henry Alexander Major in the Service of the said Nabob by his Attorney the said Michael Bruce for himself and the said Nabob's first Battalion of Seapoys Consisting of Nine hundred and thirty Non Commissioned Officers and Private Men under his the said Henry Alexander's Command, Joseph Favre Lieutenant, in the Service of the said Nabob by his Attorney the said Michael Bruce, Joseph Davice Cornet in the service of the said Nabob by his Attorney the said Michael Bruce, Canvel Marling Captain in the Service of the said Nabob by his Attorney the said Michael Bruce for himself and the said Nabob's first Battalion of Topasses under his Command Consisting of Four hundred and Twenty five Non Commissioned Officers and Private Men, Charles Mattingly Lieutenant in the Service of the said Nabob by his Attorney the said Michael Bruce, William Dewer Lieutenant in the Service of the said Nabob by his Attorney the said Michael Bruce for himself and Twenty five Non Commissioned Officers and Privet Artillery Men under his Command, [illegible] Leod Ensign in the Service of the

said Nabob by his Attorney the Said Michael Bruce
Du Rosel Surgeon in the Service of the said Nabob by
his Attorney the said Michael Bruce, Anthony D[illegible]
Lieutenant in the Service of the said Nabob by his
the said Michael Bruce, John Placitt Ensign in the
Service of the said Nabob by his Attorney the said
Bruce, Peter Pletzinger Ensign in the Service of the
Nabob by his Attorney the said Michael Bruce,
Nicholas Ensigh in the Service of the said Nabob
his Attorney the said Michael Bruce, William W[illegible]
Lieutenant in the Service of the said Nabob by his
Attorney the said Michael Bruce, John Lowd[illegible]
Captain in the Service of the said Nabob by his Attorney
said Michael Bruce for himself and Nine Hundred
[illegible] Non Commissioned Officers and Private Men
his the said John Lodrow's Command, John Hough [illegible]
in the service of the said Nabob by his Attorney the said
Bruce, Charles Summons Ensign in the Service of the
Nabob by his Attorney the said Michael Bruce, John [illegible]
Pickard Lieutenant in the service of the said Nabob by
Attorney the said Michael Bruce, Edward Power [illegible]
in the Service of the said Nabob by his Attorney the said
Michael Bruce, Adamdie Goudard Captain in the
Service of the said Nabob by his Attorney the said Michael
Bruce for himself and Seven hundred and Eighty [illegible]
Non Commissioned Officers and Private Men under his
Command, Stephen Lynch Lieutenant of Artillery in the
Service of the said Nabob by his Attorney the said Michael

Gillis Captain in the Service of the said Nabob by his Attorney
the said Michael Bruce for himself and the said Nabob's Sixth
Battalion of Seapoys under his Command Consisting of
Nine hundred and fifty Seapoys Non Commissioned
private Men, James Hamilton Ensign in the Service
of the said Nabob by his Attorney the said Michael Bruce,
John Moss Ensign in the Service of the said Nabob by his
Attorney the said Michael Bruce, Joseph Smith Captn
of Cavalary in the Service of the said Nabob by his Atty
the said Michael Bruce for himself and two Jamadors
One Serjent Major, One Dreemmajor One Drummer,
Three Havaldars, Two Naicks and Twenty four Seapoys
under his Command, James Hoddell Cornet in the
Service of the said Nabob by his Attorney the said Michael
Bruce And John Fesquet Lieutenant in the Service
of the said Nabob by his Attorney the said Michael
Bruce are Complainants And William Petrie and
Thomas Parkison of Fort Saint George Merchants
are Defendants.

To all the Witnesses } 1st Do You know the parties Complainants or their Attorney and the Defendants in this Cause or any of them, If Yea, How long have You so known them or any and which of them? Declare.

To
Brigadier General Joseph Smith
Lieutenant Colonel Abraham Bonjour
Major Matthew Horne
Captain John Cotgrave
Captain William Keating
Captain Charles Stout and
Lieutenant George Mackay

2d Do You or do You not know of any of the Troops of the United Company of Merchants of England Trading to the East Indies together with any Troops of His Highness Wau lau Jau

[illegible] Carnatic being sent in or about the month of [illegible] Thousand Seven hundred

And Seventy two or at any other time did either in a Warlike Expedition against the Chiefs and People of the Great and Little Marawar Country under the Command of Brigadier General Joseph Smith, If You were not all the Officers in the Title of this Interrogatories Named and which of them and who by Name in the said Expedition, and if they or did they not Compose a part of the Army Employed in and said Expedition? And if or had not any of the said Officers under of these Interrogatories Named any Non Commissioned Officers Private Men under their Command, If You Do You or do You not or believe that the Non Commissioned Officers and Private under their or any of their Command are as mentioned and Comprehended in the Title of these Interrogatories or otherwise and how? Declare these matters According to the best of your knowledge Remembrance Information and belief fully and Particularly Declare.

To Brigadier General Joseph Smith
Lieutenant Colonel Abraham Bonjour
Major Matthew Horne
and
John Colgrave

3d Were or were not the Place called Rodrigue or Ramnadapuram in the Marawar or Country Title attacked and taken by Assault Storm or otherwise and how in the said Expedition, If Yes Were not the said Officers and People in the Title of these Interrogatories Named and mentioned or any and which of them and who by Name at the taking of the said Place and in Garrison of the said Place Ramnadapuram and Carried off any of the said Officers and the People under their Command were not at the taking of the said Place or either of them or any part of the said Army Employed in and about the Taking of the said Place Or were or were not a part of the said Army only Employed in taking the said Forts and places and the other part of the said Army Employed in any other Duty for or belonging to the said Army. The whole of these matters According to the best of Your knowledge Remembrance Information and belief fully and Particularly Declare.

To all the Witnesses

4th Do You know of any other matter or thing or have of you heard or can you Set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or advantage of the Complainants 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.

Jno Sykes
Atty for the Compl.ts

Mayors Court at Madraspatnam

Between Michael Bruce Capt.n in the Service of His Highness Wallajah &c. Nabob of the Carnatick Henry Alexander Major in the Service of the said Nabob by his Attorney the said Michael Bruce for himself and the said Nabob of the first Battalion of Sepoys Consisting of Nine Hundred and Thirty Non Commissioned Officers and Private Men under his the said Henry Alexander's Command, Joseph Davis Lieutenant in the Service of the said

Joseph

Joseph Davies Cornet in the Service of the said
Nabob by his Attorney the said Michael Bruce
Canvel Martinz Captain in the Service of the said
Nabob by his Attorney the said Michael Bruce
for himself and the said Nabob's first Battalion
of Topasses under his Command consisting of
Hundred and Twenty five Non Commissioned Of-
ficers and Privet Men, Charles Martingly
in the Service of the said Nabob by his Attorney the
said Michael Bruce, William Davar Lieutenant
in the Service of the said Nabob by his Attorney the
Michael Bruce for himself and twenty five Non
Commissioned Officers and Private Artillery
under his Command, Norman Mac Leod Ensign
in the Service of the said Nabob by his Attorney the
said Michael Bruce, Du Rosel Surgeon in the
Service of the said Nabob by his Attorney the said
Michael Bruce, Anthony Dubois Lieutenant
in the Service of the said Nabob by his Attorney the
said Michael Bruce, John Placit Ensign in the
Service of the said Nabob by his Attorney the said
Michael Bruce, Peter Pletzinger Ensign in the
Service of the said Nabob by his Attorney the said
Michael Bruce, Peter Nicholas Ensign in the
Service of the said Nabob by his Attorney the said
Mich[illegible]

the said Michael Bruce, John Lowden Captain
in the Service of the said Nabob, by his Attorney the
said Michael Bruce for himself and Nine Hundred
Sepoys, Non Commissioned Officers and Private
Men under his the said John Lawden's Command,
John Hough Ensign in the Service of the said Nabob
by his Attorney the said Michael Bruce, Charles
Summons Ensign in the Service of the said Nabob
by his Attorney the said Michael Bruce, John
Henry Pechard Lieutenant in the Service of the
said Nabob by his Attorney the said Michael Bruce,
Edward Power Ensign in the Service of the said Nabob
by his Attorney the said Michael Bruce, Adamdoo
Goudard Captain in the Service of the said Nabob by
his Attorney the said Michael Bruce, for himself
and Seven Hundred and Eighty Sepoys Non Com-
missioned Officers and Private Men under his
Command, Stephen Lynch Lieutenant of Ar-
tillery in the Service of the said Nabob by his Atty
the said Michael Bruce, for himself and one
Sergeant, one Corporal and Twenty two Topass
Gunners under his Command, Grove Gillis Captn
in the Service of the said Nabob by his Attorney the said
Michael Bruce, for himself and the said Nabobs Sixth
Battallion of Sepoys under his Command, Consisting
of Nine Hundred and Fifty Sepoys Non Commissio-
[illegible] Private Men, James Hamilton Ensign in the
Service

Service of the said Nabob by his Attorney the said Michael Bonner, John Moss Ensign in the Service of the said Nabob by his Attorney the said Michael Bonner, Joseph Smith of Cavalry in the Service of the said Nabob by his Attorney the said Michael Bonner, for himself, two Jemadars, two Major, one Drum Major, three Havildars, Two Naiks and Twenty four Sepoys under his Command, Lieutenant in the Service of the said Nabob by his Attorney the said Michael Bonner, and John Sargent Lieutenant in the Service of the said Nabob by his Attorney the said Bonner are Complainants and William Peters & Thomas Parkinson of Fort Saint George Merchants Defendants.

On the Part of the Complainants

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

Brigadier General Josephs Smith in the Service of the United Company of Merchants of England Trading to the East Indies aged 62 Years being Duly Sworn & Witness in this Cause on the Part of the Complainants was on the 5th Day of March 1776 Examined at the Office of Mr Charles Bonner by oath & Attorney for the Defendants by Candapah my Servant who left him a Note of the Name Title and Place of Abode of the said Deponent, and Affirmeth as the same Day being Sworn and Examined Deposeth as followeth

1. To the First Interrogatory this Deponent saith, that he doth know Michael Bonner the Attorney for the Complainants in this Cause and that he hath so known him Seven Years or thereabouts, and that he doth also know the Defendants William Peters and Thomas Parkinson in this Cause and that he hath known them Seven Years or thereabouts, and

2.

Know that some of the Troops of the United Company of Merchants of England Trading to the East Indies together with some Troops of His Highness Wan Law Jaw Kh. Nabob of the Carnatick being sent in or about the Month of May which was in the Year of Our Lord One Thousand Seven hundred and Seventy two on a Warlike Expedition against the Chiefs and People of the Great and Little Marawar Countries under the Command of this Deponent and that to the best of this Deponents Remembrance and belief all the Officers in the Title of these Interrogatories named were on the said Expedition and that they did Compose part of the Army Employed or Sent on the said Expedition and that some of the Officers in the Title of these Interrogatories named had under them Non Commissioned Officers and Private Men under their Command but what Number this Deponent Knows not that their might be to the Amount as mentioned and Enumerated in the Title of these Interrogatories. And more saith not to this Interrogatory.

To the Third Interrogatory this Deponent saith, that Carical was taken by Surprize in the 25th June 1772 by a Detachment under the Command of Lieutenant Colonel Bonjor, and that Ramnadapooram was taken by Storm the Second of the same Month by the Troops under the Command of this Deponent General Joseph Smith in the said Expedition, and that the said Officers and People under their Command were in the said Expedition and that they did Remain or Continue as part of the said Army in the said Expedition and that the whole of the said Army was Composed of the said United Company and the said Nabobs Troops employed in the taking the said Places. And more saith not to this or the last Interrogatory

Joseph Smith
Brigadire General

Mayors Court at
Madraspatnam

Between Michael Bruce Captain in the Service of his Highness Mier Nizam Jun Gee Nabob of Carnatick Hindy Mandar Major in the Service of the said Nabob by his Attorney the said Michael Bruce himself and the said Nabob first Battalion of Infantry of Nine Hundred and Sixty Non Commissioned Officers and Private Men under his the said Hindy Mandar's Command, Joseph Parrow Lieutenant in the Service of the said Nabob by his Attorney the said Michael Bruce, Joseph Parrow Lieutenant in the Service of the said Nabob by his Attorney the said Michael Bruce, Conrad Mackay Captain in the Service of the said Nabob by his Attorney the said Michael Bruce for himself and the said Nabob first Battalion of Sepoys under his Command Consisting of Eight hundred and twenty four Non Commissioned Officers and Private Men, Charles Mackingly Lieutenant in the Service of the said Nabob by his Attorney the said Michael Bruce, William Dunn Lieutenant in the Service of the said Nabob by his Attorney the said Bruce for himself and twenty four Non Commissioned Officers and Private Artillery Men under his Command, Norman Macleod Ensign in the Service of the said Nabob by his Attorney the said Michael Bruce

Anthony DuPree Lieutenant in the Service of the said Nabob by his Attorney the said Michael Bruce, John Blacit Ensign in the Service of the said Nabob by his Attorney the said Michael Bruce, Peter Pletzinger Ensign in the Service of the said Nabob by his Attorney the said Michael Bruce, Peter Nicholas Ensign in the Service of the said Nabob by his Attorney the said Michael Bruce, William Welsh Lieutenant in the Service of the said Nabob by his Attorney the said Michael Bruce, John Lowden Captain in the Service of the said Nabob by his Attorney the said Michael Bruce for himself and Nine Hundred Sepoys Non Commissioned Officers and Private Men under his the said John Lowden's Command, John Hough Ensign in the Service of the said Nabob by his Attorney the said Michael Bruce, Charles Simmons Ensign in the Service of the said Nabob by his Attorney the said Michael Bruce, John Henry Pickard Lieutenant in the Service of the said Nabob by his Attorney the said Michael Bruce, Edward Power Ensign in the Service of the said Nabob by his Attorney the said Michael Bruce, Adamdee Goudard Captain in the Service of the said Nabob by his Attorney the said Michael Bruce for himself and Seven Hundred and Eighty Sepoys Non Commissioned Officers and Private Men under his Command, Stephen Lynch Lieutenant of Artillery in the Service of the said Nabob by his Attorney the said Michael Bruce for himself One Corporal and Twenty two Sepoys

Gunners under his Command Grove Gillis Captain and
of the said Nabob by his Attorney the said Michael Bruce
himself and the said Nabobs South Battallion of Sepoys
under his Command consisting of Nine Hundred Sepoys
Sepoys Non Commissioned and private Men, Lawful
Coyns in the Service of the said Nabob by his Attorney
said Michael Bruce. John Hyde Ensign in the Service
the said Nabob by his Attorney the said Michael Bruce
Joseph Smith Captain of Cavalry in the service of
Nabob by his Attorney the said Michael Bruce him
self and two Jemadars One Serjeant Major, One Dro
Major, One Drummer Three Hundred Two Hundred
Twenty four Sepoys under his Command also Paid
Ground in the Service of the said Nabob by his Attorney
said Michael Bruce, And John Sargent Lieutenant
the Service of the said Nabob by his Attorney the said
Michael Bruce as Complainants And William
Pitre and Thomas Parkinson of Fort Saint Geo
Merchants are Defendants.

On the Part of the Complainants

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

Lieutenant Colonel Abraham Bonjour

in the Service of the United Company of Merchants of England Trading to the East Indies aforesaid being produced as a Witness in behalf of the Complainants the 11th Day of October 1778 before me Thomas Sutton Esquire Examiner of the Court of Chancery in the Presence of Mr Attorney for the Complainants and Mr Attorney for the Defendants

the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth

To the First Interrogatory this Deponent saith, that He doth Know the Complainants Attorney Michael Bruce in this Cause and that He hath so Known him four Years or thereabouts and that He doth also Know the Defendants William Petrie and Thomas Parkinson in this Cause and that He hath so Known them Nine Years or thereabouts, And more saith not to this Interrogatory.

To the Second Interrogatory this Deponent saith, that he doth Know of some of the Troops of the United Company of Merchants of England Trading to the East Indies, together with some Troops of His Highness Wallaw Jaw Nabob of the Carnatick being sent in or about the Month of May, which was in the Year of our Lord One Thousand seven Hundred and Seventy two on a Warlike Expedition against the Rajah and People of the great and little Marawar Countries under the Command of Brigadier General Joseph Smith, as this Deponent is not Acquainted with all the Officers in the Title of these Interrogatories named there for he cannot say whether or not they were all there but this Deponent doth Know that most of them were, and by name Major Lawrel Martin, Captain Michael Bruce Captain Adamlee Goddard, Lieutenant Henry Pickard, Captain Grove Gillis, Captain Joseph Smith, Captain William Wilcox Lieutenant Joseph Favre, Lieutenant John Sargnet, Lieutenant Charles Mattingly, Lieutenant William Dewar, Du Rosel Surgeon, Lieut. Anthony Dubree, Ensign Peter Pletzenger, Ensign Peter Nicholas Ensign John Krugh, Lieutenant Stephan Lynch, Ensign James Hamilton, and James Haddell Cornet, and that they did Compose a Part of the Army Employed or sent on the said Expedition, that this Deponent doth Know that all the Commissioned Officers before mentioned had either Battallions of Sepoys or were Attached to some Troops of a Number of Non Commissioned Officers

Mentioned and Enumerated in the Title of these Interrogatories
Deponent Knows not, and more saith not to this Interrogatory
To the Third Interrogatory this Deponent saith, that the Island
entitled Cauna Deporam in the Great Marraway Country &
in the Little Marraway Country were Attacked and taken by
or Moors in the said Expedition, or this Deponent was not in
tion of Ramnadapporam he cannot Answer whether all the
in the Title of these Interrogatories named commit the taking
Places but this Deponent to the best of his Recollection has
said Officers mentioned in the preceding Interrogatory with the
many both before and after the Reduction of Carnatic, and that
whole of the said Army was Composed of the said Nabobs Company
the said Nabobs Troops in the taking of the said Places in the
of the Great and the Little Marraway Countries, and more to
this or the last Interrogatory

Sworn
Exam.

Abraham Bonjour

Mayors Court at
Madraspatnam

Between Michael Bruce Esqr
in the Service of his Highness Mahomed Ali Nabob of the
Carnatic, Henry Alexander Mayor in the Service of the said
Nabob by his Attorney the said Michael Bruce for himself
and the said Nabobs first Battalion of Sepoys Consisting of
Nine Hundred and Sixty non Commissioned Officers and
Private men under his

in the Service of the said Nabob by his Attorney the said
Michael Bruce, Canvel Martinz Captain in the Service
of the said Nabob by his Attorney the said Michael Bruce
for himself and the said Nabob first Battalion of Sepoyes
unde his Command Consisting of Four hundred and Seventy
five non Commissioned Officers and Private Men, Charles
Mattingly Lieutenant in the Service of the said Nabob by
his Attorney the said Michael Bruce, William Durrar
Lieutenant in the service of the said Nabob by his Attorney
the said Michael Bruce for himself and Seventy five non
Commissioned Officers and Private Military Men under
his Command, Norman MacLeod Ensign in the Service
of the said Nabob by his Attorney the said Michael Bruce,
De Roset Surgeon in the Service of the said Nabob by his
Attorney the said Michael Bruce, Anthony DePree
Lieutenant in the Service of the said Nabob by his Attorney
the said Michael Bruce, John Blacett Ensign in the
Service of the said Nabob by his Attorney the said Michael
Bruce, Peter Pletzinger Ensign in the Service of the said
Nabob by his Attorney the said Michael Bruce, Peter
Nicholas Ensign in the Service of the said Nabob by his
Attorney the said Michael Bruce, William Wilcox Lieute-
nant in the Service of the said Nabob by his Attorney the
said Michael Bruce, John Lawden Captain in the Service
of the said Nabob Nabob by his Attorney the said Michael
Bruce for himself and Nine hundred Sepoys non
Commissioned Officers and Private Men under his the
said John Lawdens Commands, John Hough Ensign in
the service of the said Nabob by his Attorney the said
Michael Bruce, Charles Summons Ensign in the Service
of the said Nabob by his Attorney the said Michael Bruce

John Henry Pickard Lieutenant in the Service of the
Nabob by his Attorney the said Michael Bruce, Edw
Power Ensign in the Service of the said Nabob by his Att
the said Michael Bruce, Adamdee Goudard Captain
the Service of the said Nabob by his Attorney the said M
Bruce for himself and Seven Hundred and Eighty
non Commissioned Officers and Private Men under
Command, Stephan Lynch Lieutenant in the Service of
Nabob by his Attorney the said Michael Bruce for him
and one Serjeant one Corporal and Seventy two Topas
Gunners under his Command, Grove Gillis Captain
Service of the said Nabob by his Attorney the said Michael
Bruce for himself and the said Nabob Sixth Battalion
of Seapoys under his Command Consisting of Nine
Hundred and fifty Seapoys Non Commissioned and
Private Men, James Hamilton Ensign in the
of the said Nabob by his Attorney the said Michael Bruce
John Moss Ensign in the Service of the said Nabob by
his Attorney the said Michael Bruce Joseph Smith
Captain of Cavalry in the Service of the said Nabob by
his Attorney the said Michael Bruce for himself
and Two Jamadars One Serjeant Major, One Drum
major One Drummer Three Havaldars Two Naiks
and Twenty four Seapoys under his Command, James
Haddell Cornet in the Service of the said Nabob by
his Attorney the said Michael Bruce, and Alexander
Lieutenant in the Service of the said Nabob by his Att
the said Mich

On the Part of the Complainants

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

Major Mathew Horn In the Service of the United Company of Merchants of England Trading to the East Indies Aged 40 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainants was on the 9th Day of April 1776 Signified at the Office of Mr Charles Bromley who is Attorney for the Defendants by Cundapah my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st To the First Interrogatory this Deponent saith, that He doth Know the Complainants Attorney Michael Bruce in this Cause and that He hath so Known him between four and Five Years and that he doth also Know the Defendants William Petrie and Thomas Parkison in this Cause and that He hath so Known William Petrie about Ten Years and Thomas Parkison about Eight Years and more saith not to this Interrogatory.

2d To the Second Interrogatory this Deponent saith, that He doth Know of some Troops of the United Company of Merchants of England Trading to the East Indies together with some Troops of His Highness Wau Lau Jau &c. Nabob of the Carnatic being sent in or about the Month of May which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Two on a War like Expedition against the Chiefs and Pople of the great and little Murawar Countries under the Command of Brigadier General Joseph Smith and that Captain Henry Alexander, Captain John Lowden, Captain Grove Gillis, Captain Joseph Smith and Henry Pickard, [illegible] Expedition as this Deponent Knows,

And

and one Michael Bruce a Cadet in the Nabobs Service joined the
Army before the Detachment of Colonel but were not with Exped
against the Great Morattoe Country and that Captain Martin
joined the Said Army about the said time, D. Ly employed
Part of the Army Employed in the said Expedition. Saith this Deponent
under God when the said Expedition was set on foot the Com
Intention of sending three Troops were to Garrison such Place
be Reduced and to protect the Country when Reduced and to the
Saith this Deponent doth Know that the Officers who he his Depo
named were on the said Expedition had own Company Officers
Cavalry Men under their Command, but it is impossible for this Dep
to know whether they were as Commanded in the Title of this Interrog
as he never saw any of the Troops, but from their Appearance Du
often seeing them in the Line of March and also Encamped
front Place this Deponent does not think they could be otherwise
Set forth in the Title of these Interrogatories — And more saith not to
this Interrogatory —

To the Third Interrogatory this Deponent saith that he hath
called Ramapatnam or Ramadeporum in the Great Morattoe
Country and Carried with the Little Morattoe Country were attacked
and taken by Assault in the said Expedition — that the Deponent he
already Set forth in the preceding Interrogatory how that he
recollects every march Expedition — and that immediately after the
Reduction of Ramadeporum some of the Nabobs Troops were put
in Possession of it and left there for the Protection of the Country
and the Remainder of the Nabobs Troops marched on with the Troops
-ops Troops to Carnoul and that a Part of the said Troops were
Employed in taking the said Fort of the said Army was
the Army was

at Pindah many Miles either from Ramadeporum or Calacoil
— And more saith not to this or the last Interrogatory. —

D. Welch Exam.r

Matw. Horne

Mayors Court at
Madraspatnam

Between Michael Bruce Captain
in the Service of His Highness Wau Dey Jau Gr. Nabob of
the Carnatick, Henry Alexander Major in the Service of the
Nabob by his Attorney Michael Bruce for himself and the
said Nabobs first Battalion of Sepoys consisting of Nine
Hundred and Thirty Non Commissioned Officers and Private
men under his the said Henry Alexanders Commands, Joseph
Favre Lieutenant in the Service of the said Nabob by his Attny
the said Michael Bruce, Joseph Davies Cornet in the Service
of the said Nabob by his Attorney the said Michael Bruce,
Corvel Martin Captain in the Service of the Nabob by his
Attorney the said Michael Bruce for himself and the said
Nabobs first Battalion of Sepoys under his Comm and Con-
sisting of four Hundred and Seventy five Non Commissioned
Officers and Private Men, Charles Martingly Lieutenant
in the Service of the said Nabob by his Attorney the said
Michael Bruce, William Duvar Lieutenant in the Service
of the said Nabob by his Attorney the said Michael Bruce
for himself and Seventy five Non Commissioned Officers
and private Soldiers Men under his Command, Norman
Mac Leod Ensign in the Service of the said Nabob by his Attny
[illegible] De Rosel Surgeon in the Service

Anthony DuPree Lieutenant in the Service of the said
by his Attorney the said Michael Bruce, John Elliot
in the Service of the said Nabob by his Attorney the said
Michael Bruce, Peter Pletzinger Ensign in the Service of
said Nabob by his Attorney the said Michael Bruce, [illegible]
Nicholas Ensign in the Service of the said Nabob by his
the said Michael Bruce, William Wilson Lieutenant in
Service of the said Nabob by his Attorney the said Mich
Bruce, John Lowden Captain in the Service of the said
by his Attorney the said Michael Bruce for himself and
Hundred Sepoys Non Commissioned Officers and privet
under his the said John Lowdins Command, John Hay
Ensign in the Service of the said Nabob by his Attorney the
said Micheal Bruce, Charles Summons Ensign in the
Service of the said Nabob by his Attorney the said Mich
Bruce, John Henry Pickard Lieutenant in the Service of
the said Nabob by his Attorney the said Micheal Bruce
Edward Power Ensign in the Service of the said Nabob by
his Attorney the said Micheal Bruce, Adamder [illegible]
Captain in the Service of the said Nabob by his Attorney the
said Micheal Bruce for himself and Seven Hundred and
Eight Sepoys Non Commissioned Officers and Privet
men under his Command, Stephen Lynch Lieutenant of
Artillery in the Service of the said Nabob by his Attorney
the said Micheal Bruce for himself and One Serjeant [illegible]
Corporal and Twenty two Topasses Gunners under his
Command, Grace [illegible]
Nabob [illegible]

his Command Consisting of Nine Hundred and Fifty
Sepoys Non Commissioned and privet Men, James
Hamilton Ensign in the Service of the said Nabob by his
Attorney the said Micheal Bruce, John Moss Ensine
in the Service of the said Nabob by his Attorney the said
Micheal Bruce, Joseph Smith Captain of Cavalry in
the Service of the said Nabob by his Attorney the said Micheal
Bruce for himself and two Jemidars one Serjeant Major
One Drum Major One Drummer, Three Havaldars
Two Naicks and Twenty four Sepoys under his Com-
-mand, James Hoddell Cornet in the Service of the said
Nabob by his Attorney the said Micheal Bruce and
John Fisquest Lieutenant in the Service of the said Nabob
by his Attorney the said Michael Bruce are Complai-
-nants and William Petrie and Thomas Parkison
of Fort Saint George Merchants are Defendants.

On the Part of the Complainants.

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

Captain John Cotgrave in the Service of the United Company of
Merchants of England Trading to the East Indies Aged 29 Years or thereabouts
being Produced as a Witness in this Cause on the Part of the Complainants was on
the 29th day November 1775 Signified at the Office of Mr Charles Bromley
who is Attorney for the Defendants by Cundapah my Servant who also left
him a Note of the name Title and Place of abode of the said Defendant and
afterwards on the same Day being Sworn and Examined Deposeth as followeth

[illegible] Deponent saith that He

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doth know the Complainants Attorney in this Cause and that
hath so known them four or five Years and that he doth
know the Defendants Mathews Potts and Thomas Parkin
this Cause and that he hath so known them three Years and
— And more saith not to this Interrogatory —

2d. To the second Interrogatory this Deponent saith, that he
knows that some of the Ships of the United Company of M
of England trading to the East Indies together with some
of His Highness Wan Law Saw &c Nabob of the Carnat
sent on or about the Seventh of May which was in the
of Our Lord One Thousand Seven hundred and Five
Expedition against the Rajah and People of the great
Little Marmaw or Bootias under the Command of Maj
General Joseph Smith that this Deponent was employ
self entirely to the Carnatic Expedition as the this Depo
knows nothing Relative to the and that the following Gen
the said Expedition Captain Michael Bruce Lieutenant Jos
Farr, Major Martin and the Ensigns under his Command
Mar Lord who Deponent knows and that the foregoing Gen
non Commissioned Officers and Private Men under their
except Captain Bruce who acted as a Volunteer in the Nabobs
Commanded by Captain Mathews or other the Matters and Things
interrogated — and more saith not to this Interrogatory —

3d. To the third Interrogatory this Deponent saith that the Sa
other Guard with Little Marmaw Country was taken by
the said Expedition and that the said Officers and Regts mentioned
preceding Interrogatory were with the
they did remain

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of Companys and Nabobs Troops under the Command of Lieutenant
Colonel Bonjour or Other the Matters and thing herein interrogated
— and more saith not to this Interrogatory —
To the last Interrogatory this Deponent saith, that He has heard
many of the Officers say that both the Nabob and General did and that
the Nabobs Officers should be taken care of — and more saith not
to this Interrogatory —

John Colgrave

J. Welch
Exam.

Mayors Court at
Madraspatnam

Between Michael Bruce Captain
in the Service of His Highness Wan Law Saw &c Nabob of the
Carnatee Henry Alexander Major in the Service of the said Nabob
by his Attorney the Said Michael Bruce for himself and the said
Nabobs first Battalion of Sepoys Consisting of Nine Hundred
and Sixty Non Commissioned Officers and Private Men under
his the said Henry Alexanders Command Joseph Farr Lieut.
in the Service of the said Nabob by his Attorney the said Michael
Bruce, Joseph Davies Cornet in the Service of the said Nabob
by his Attorney the said Michael Bruce, Samuel Martin
Captain in the Service of the said Nabob by his Attorney
the said Michael Bruce for himself and the said Nabobs
first Battalion of Sepoyes under his Command Consisting
of Four Hundred and Twenty five Non Commissioned Officers
and Private Men, Charles Mastingly Lieutenant in the
Service of the said Nabob by his Attorney the said Michael
Bruce, William Dewar Lieutenant in the Service of the
said Nabob by his Attorney the said Michael Bruce for him
and Twenty five Non Commissioned Officers and Private

Ensign in the Service of the said Nabob by his Attorney the said
Bruce, Du Rosel Surgeon in the Service of the said Nabob by
Attorney the said Michael Bruce, Anthony Du Pre Lieutenant
in the Service of the said Nabob by his Attorney the said Michael
John Placit Ensign in the Service of the said Nabob by his Attorney
the said Michael Bruce, Peter Plitzinger Ensign in the Service
of the said Nabob by his Attorney the said Michael Bruce,
Nicholas Ensign in the Service of the said Nabob by his Attorney
the said Michael Bruce, William Wolcar Lieutenant in the Service
of the said Nabob by his Attorney the said Michael Bruce, [illegible]
Lowdon Captain in the Service of the said Nabob by his Attorney
the said Michael Bruce for himself and Nine Hundred Sepoys
non Commissioned Officers and Private Men under his Command,
John Lordans Command, John Hough Ensign in the Service of
the said Nabob by his Attorney the said Michael Bruce, [illegible]
Summons Ensign in the Service of the said Nabob by his Attorney
the said Michael Bruce, John Henry Pickard Lieutenant in
the Service of the said Nabob by his Attorney the said Michael
Bruce, Edward Davis Ensign in the Service of the said Nabob by
his Attorney the said Michael Bruce, Adam der Goed [illegible]
Captain in the Service of the said Nabob by his Attorney the
said Michael Bruce for himself and Seven Hundred and
Eighty Sepoys Non Commissioned Officers and Private Men
under his Command, Stephen Lynch Lieutenant of Artillery
in the Service of the said Nabob by his Attorney the said Michael
Bruce, for himself and One Serjeant one Corporal and
Twenty Two Sepoys Gunners under his Command, Grove
Gillis Captain in the [illegible]

Nine Hundred and Fifty Sepoys Non Commissioned and
Private Men, James Hamilton Ensign in the Service of
the said Nabob by his Attorney the said Michael Bruce,
John Moss Ensign in the Service of the said Nabob by his Atty
the said Michael Bruce, Joseph Smith Captain in the
Service of the said Nabob by his Attorney the said Michael
Bruce for himself Two Jemdars one Serjeant Major one
Drum Major, Three Havaldars, Two Naicks, and Twenty
four Sepays unde his Command, James Hoddell Cornet
in the Service of the said Nabob by his Attorney the said
Michael Bruce, and John Fesquet Lieutenant in the
Service of the said Nabob by his Attorney the said Michael
Bruce, are Complainants and William Petrie and Thomas
Parkison of Fort Saint George Merchants are Defendants

On the Part of the Complainants

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

Captain William Keating in the Service of the United Company of
Merchants of England Trading to the East Indies Aged 28 Years being Produced
as a Witness in this Cause On the Part of the Complainant was on the 9th Day of De-
cember 1775 Signified at the Office of Mr Henry Du Puy who is Attorney for the
Defendants by Cundapah My Servant who also left him a Note of the name Title
and Place of the said Deponent and afterwards on the Same Day being Sworn and
Examined Deposeth as followeth

To the first Interrogatory this Deponent saith, that He doth know
[illegible] Michael Bruce in this Cause and
that

that He hath to knowen himselfe Years or thereabouts and he
saith also know the Defendants William Peters and Thomas
in this Cause And that He hath to knowen them the rather for
and more saith not to this Interrogatory —

2. To the Second Interrogatory this Deponent saith that Hath
of some of the Ships of the United Company of Merchants of
Trading to the East Indies together with some Ships of His Majes
Man Law Jane Esqr Nabob of the Carnatic being sent in or about
Month of May which was in the Year of Our Lord One Thous
Hundred and Seventy Five on a Warlike Expedition against the
and People of the great and Little Marawar Countries under the
Command of Brigadier General Joseph Smith This Depo
does Remember that some of the Officers in the Stile of this
Troops named and by name Michael Bruce, Henry Alexander
Martin, William Dewar, Norman MacLeod, Anthony Dalle
William Nelson, John Lindsay, John Hough, Charles Summer
Henry Richard Edward Fenwick Alexander Goodard, Stephen
Gillies, Joseph Smith, James Haddell and the Deponent were
the said Expedition and that they the Deponent and the rest of the
employed or sent on the said Expedition and that some of the said
fficers in the Stile of these Interrogatories named did not
Commissioned Officers and Private Men under their Command
but whether they were mentioned and Enumerated in the
of this Interrogatories Named this Deponent knows not save
saith not to this or the last Interrogatory —

T. Welch

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Mayor's Court at Madraspatnam

Between Michael Bruce Captain in the Service of his Highness Wan Law Jane &c. Nabob of the Carnatic Henry Alexander Major in the Service of the said Nabob by his Attorney the said Michael Bruce for himself and the said Nabobs first Battalion of Sepoys Consisting of Nine Hundred and Thirty non Commissioned Officers and Private men under his the said Henry Alexander's Command, Joseph Dare Lieutenant in the Service of the said Nabob by his Attorney the said Michael Bruce, Joseph Davis Cornet in the Service of the said Nabob by his Attorney the said Michael Bruce, Carvil Martin Captain in the Service of the said Nabob by his Attorney the said Michael Bruce for himself and the said Nabobs first Battalion of Sepoyes under his Command Consisting of Four Hundred and Twenty five non Commissioned Officers and Private Men, Charles Mattingly Lieutenant in the Service of the said Nabob by his Attorney the said Michael Bruce, William Dewar Lieutenant in the Service of the said Nabob by his Attorney the said Michael Bruce, for himself and Twenty five Non Commissioned Officers and Private Artillary Men under his Command, Norman MacLeod Ensign in the Ser-

Michael Bruce, Du Rosel Surgeon in the S
the said Nabob by his Attorney the said M
Bruce, Anthony Du Pree Lieutenant in the S
the said Nabob by his Attorney the said Michael
John Placitt Ensign in the Service of the said N
by his Attorney the said Michael Bruce, Peter
Ensign in the Service of the said Nabob by his A
the said Michael Bruce, Peter Nicholas Ensign
Service of the said Nabob by his Attorney the
Michael Bruce, William Wilcox Lieutenant
Service of the said Nabob by his Attorney the
Michael Bruce John Lowden Captain in the
of the said Nabob by his Attorney the said Mich
Bruce for himself and Nine Hundred Seapoys
Commissioned Officers and Private Men under
the said John Lowden's Command, John Hough
in the Service of the said Nabob by his Attorney the
Michael Bruce, Charles Summons Ensign in the
Service of the said Nabob by his Attorney the said
Michael Bruce, John Henry Pickard Lieutenant in
the Service of the said Nabob by his Attorney the said
Michael Bruce, Edward Power Ensign in the Service
of the said Nabob by his Attorney the said Michael
Bruce, Adamdee Goudard Captain in the Service
of the said N

Under his Command, Stephen Lynch Lieutenant of Artillery in the Service of the said Nabob by his Attorney the said Michael Bruce for himself and One Serjeant One Corporal and Twenty Two Topass Gunners under his Command, Grove Gills Captain in the Service of the said Nabob by his Attorney the said Michael Bruce for himself and the said Nabobs Sixth Battalion of Seapoys under his Command Consisting of nine Hundred and Fifty Seapoys Non Commissioned and Private Men, James Hamilton Ensign in the Service of the said Nabob by his Attorney the said Michael Bruce, John Moss Ensign in the service of the said Nabob by his Attorney the said Michael Bruce, Joseph Smith Captain of Cavalry in the Service of the said Nabob by his Attorney the said Michael Bruce for himself and Two Jamadors One Serjant Major, One Drum Major One Drummer Three Havaldars Two Naicks and Twenty four Seapoys under his Command & James Hoddell Cornet in the Service of the said Nabob by his Attorney the said Michael Bruce and John Fesquet Lieutenant in the Service of the said Nabob by his Attorney Michal Bruce are Complainants and William Petrie and Thomas Parkison of Fort Saint George Merchants are Defendants.

On the Part of the Complainants

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

Captain Charles Stout in the Service of the United Company of Merchants of England Trading to the East Indies Aged 37 Years being Produced as a Witness in this Cause On the Part of the Complainants was on the 20th day of May 1776 Signifies at the Office of Mr Charles Bromley who is Attorney for the Defendants by Cundapah my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and Afterwards on the Same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith, that He doth know [illegible] Captain Michael Bruce in this Cause and [illegible] Afterwards — And that He doth

doth also know the Defendant William Peters and Thomas
in the Cause and that he hath so known William Peters for
nine months and Thomas Parkinson seven Years or thereabouts
more to the 4th Interrogatory
To the Second Interrogatory the Deponent saith that Lieut
of some Troops of the United Company of Merchants of England
the East Indies together with some Troops of the Nabob
Jaw Sc Nabob of the Carnatic being sent in or about the Month
may which were in the Year of Our Lord One Thousand Seven
Said and Seventy Two on a Warlike Expedition against the Rajah
Rajah of the great and little Marawar Countries under the Co
of Brigadier General Joseph Smith and that Major Hay
Captain Colonel Martin Lieutenant William Nelson, Captain
Lowden, Captain Alexander Goudall, Captain Grove Gibbs and
Joseph Smith the Deponent knows were in the said Expedition
that the Deponent believes that Lieutenant John Richard
also that but he did not see him And that they did Depart
Part of the Army employed in and on the said Expedition
that to the Officers the Deponent hath specified Except
William Nelson Lieutenant John Richard Ld Boyd and
their Command but whether as Mentioned and Examined
to the 4th of these Interrogatories this Deponent knows not
more saith not to this or the last Interrogatory

Sworn

Chas. Hood

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Mayors Court at
Madraspatnam

Between Michael Bruce Captain
in the Service of His Highness Wan law Jaw Yc Nabob
of the Carnatic Henry Alexander Major in the Service of the
said Nabob by his Attorney the said Michael Bruce for
himself and the said Nabobs first Battalion of Seapoys
Consisting of Nine Hundred and Thirty Non Commissioned
Officers and Private Men under his the said Henry
Alexanders Command Joseph Favere Lieutenant in the
Service of the said Nabob by his Attorney the said Michael
Bruce, Joseph Davies Cornet in the Service of the said
Nabob by his Attorney the said Michael Bruce Carvel
Martinz Captain in the Service of the said Nabob by
his Attorney the said Michael Bruce for himself
and the said Nabobs first Battalion of Sepoyes under
his Command Consisting of Four hundred and Seventy
Five Non Commissioned Officers and Private Men,
Charles Mattingly Lieutenant in the Service of the said
Nabob by his Attorney the said Michael Bruce,
William Dewar Lieutenant in the Service of the said
Nabob by his Attorney the said Michael Bruce for
himself and Seventy five Non Commissioned Officers
and Private Artillery Men under his Command,
Norman MacLeod Ensign in the service of the said
Nabob by his Attorney the said Michael Bruce,
De Rosel Surgeon in the Service of the said Nabob
by his Attorney the said Michael Bruce, Anthony
in the Service of the said Nabob

by his Attorney the said Michael Bruce, John Blair
in the Service of the said Nabob by his Attorney the
Michael Bruce, Peter Pelzinger Ensign in the
of the said Nabob by his Attorney the said Michael
Peter Nicholas Ensign in the Service of the said Nab
Attorney the said Michael Bruce, William Stewart
in the Service of the said Nabob by his Attorney the said
Bruce, John Burdon Captain in the Service of the said
by his Attorney the said Michael Bruce for himself
three Hundred Seapoys Non Commissioned Officers
Private Men under his the said John Burdons Com
John Keogh Ensign in the Service of the said Nabob by
Attorney the said Michael Bruce, Charles Drummond
in the Service of the said Nabob by his Attorney the said
Michael Bruce, John Henry Pickard Lieutenant
the Service of the said Nabob by his Attorney the said
Bruce, Edward Bruce Ensign in the Service of the said
by his Attorney the said Michael Bruce, James
Goddard Captain in the Service of the said Nabob by his
Attorney the said Michael Bruce for himself and
Hundred and Eighty Seapoys Non Commissioned Officers
& Private Men under his Command, Alexander
Lieutenant of Artillery in the Service of the said Nabob
his Attorney the said Michael Bruce for himself
one Serjeant, one Corporal and Seventy two Seapoys
Gunners Under his Command, Jonas Gillis Captain
the Service of the said Nabob by his Attorney the said
Bruce for himself and

Men, James Hamilton Ensign in the Service of the said
Nabob by his Attorney the said Michael Bruce, John
Moss Ensign in the Service of the said Nabob by his Attorney
the said Michael Bruce, Joseph Smith Captain of
Cavalry in the Service of the said Nabob by his Attorney
the said Michael Bruce for himself and two Jamadars
One Serjeant Major, One Drummajor, One Drummer
three Havildars, Two Naicks and Seventy Four Seapays
under his Commands, James Riddell Cornet in the Service
of the said Nabob by his Attorney the said Michael
Bruce, and John Fasquet Lieutenant in the Service
of the said Nabob by his Attorney the said Michael
Bruce, are Complainants and William Petrie and
Thomas Parkison of Fort Saint George Merchants
are Defendants

On the Part of the Complainants

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

Lieutenant George Mackay

In the Service of the United Company of Merchants of England Trading to the East Indies Aged 25 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainants was on the 22d Day of July 1776 Sworn at the Office of Mr Charles Bramley who is Attorney for the Defendants by Cundapah my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent saith that he doth know Captain Michael Bruce in

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in this Cause and that He hath so Known him Five Years [illegible]
there boasts and that He doth also Know the Defendants [illegible]
Petrie and Thomas Barkeson in this Cause and that He hath
Known them between Six and Seven Years and more [illegible]
not to this Interrogatory.

2d. To the Second Interrogatory this Deponent saith, that He [illegible]
Know of some Troops of the United Company of Merchants
England Trading to the East Indies together with some Troops
of His Highness Wau lau Jau &c. Nabob of the Carnatic [illegible]
sent in or about the Month of May which was in the Year of
Lord One Thousand Seven hundred and Seventy two on a [illegible]
Expedition against the Chiefs and People of the Great and [illegible]
Marawar Countries under the Command of Brigadier General
Joseph Smith, and that Captain Michael Bruce, Captain [illegible]
Alexander, Lieutenant, Joseph Faure, Captain Carvel Martin[illegible]
Lieutenant Charles Mattingly, Lieutenant William Dewar[illegible]
Normand MacLeod, Lieutenant Anthony DuPree, Ensign [illegible]
Pletzinger, Ensign Peter Nicholas, Lieutenant William [illegible]
Captain John Lowdon, Ensign John Hough, Ensign Charles
Summons, Lieutenant Henry Pickard, Ensign Edward [illegible]
Captain Adamdee Goudard, Lieutenant Stephen Lynch, Captain
Grove Gilles, Ensign James Hamilton, Ensign John [illegible]
Joseph Smith, James Haddell Cornet and Lieutenant [illegible]
Disquet were on the said Expedition as this Deponent Knows
and that they did Compose a part of the Army, Employed on
sent on the said Expedition and that this Deponent [illegible]
that they had non Commissioned Officers [illegible]
their Command but [illegible]
of these [illegible]

Interrogatories to be Administered to such
Witnesses as shall be produced Sworn and Examined
part and behalf of the Complainants in certain Cause
Depending and at Issue in the Worthy the Mayor
at Madraspatnam Between Michael Bruce Captain
the Service of the Right Hon.ble Wm Lord Sandys Nabob
the Carnatic, Henry Alexander Major in the Service
said Nabob by his Attorney the said Michael Bruce
himself and the said Nabobs first Battalion of Sepoys
Consisting of Nine hundred and thirty Non Commissioned
Officers and Private Men under his the said Henry Alexander
Command, Joseph Sowa Lieutenant in the Service of the
said Nabob by his Attorney the said Michael Bruce
Joseph Davis Cornet in the Service of the said Nabob
his Attorney the said Michael Bruce, Daniel Mackay
Captain in the Service of the said Nabob by his Attorney
the said Michael Bruce for himself and the said Nabobs
first Battalion of Sepoys under his Command Consisting
of Four hundred and Seventy four Non Commissioned
Officers and Private Men, Charles Mackay Lieutenant
in the Service of the said Nabob by his Attorney the said
Michael Bruce, William Power Lieutenant in the
Service of the said Nabob by his Attorney the said Michael
Bruce for himself and Seventy four Non Commissioned
Officers and private Artillery Men under his Command,
Norman MacLeod Ensign in the Service of
the said Nabob by his Attorney the said Michael Bruce
Da Rozel Surgeon in the Service of the said Nabob
by his Attorney the said Michael Bruce

his Attorney the said Michael Bruce, John Blacket Ensign
in the Service of the said Nabob by his Attorney the said Michael
Bruce, Peter Platzinger Ensign in the Service of the said
Nabob by his Attorney the said Michael Bruce, Peter
Nicholas Ensign in the Service of the said Nabob by his Attorney
the said Michael Bruce, William Wilcox Lieutenant in the
Service of the said Nabob by his Attorney the said Michael
Bruce, John Lovdon Captain in the Service of the said
Nabob by his Attorney the said Michael Bruce for
himself and Nine hundred Seapoys Non Commissioned
Officers and Private Men under his the said John Lovdons
Command, John Hough Ensign in the Service of the said
Nabob by his Attorney the said Michael Bruce, Charles
Summons Ensign in the service of the said Nabob by his
Attorney the said Michael Bruce, Edward Power Ensign
in the Service of the said Nabob by his Attorney the said
Michael Bruce, Adamdee Goudard Captain in the
Service of the said Nabob by his Attorney the said Michael
Bruce for himself and Seven hundred and Eighty Seapoys
Non Commissioned Officers and Private Men under
his Command, Stephen Lynch Lieutenant of Artillery
in the Service of the said Nabob by his Attorney the said
Michael Bruce for himself and one Serjeant One
Corporal and Seventy two Lascars Gunners under his
Command, Grove Gillies Captain in the Service of the
said Nabob by his Attorney the said Michael Bruce
for himself and the said Nabobs Sixth Battalion
of Seapoys under his Command Consisting of Nine
hundred and fifty Seapoys Non Commissioned and
Private Men, Ensign in the Service

of the said Nabob by his Attorney the said Michael Bourn
John Hoss Esqr in the Service of the said Nabob by
Attorney the said Michael Bourn Sergt Major of
of Cavalry in the Service of the said Nabob by his Att
said Michael Bourn for himself and his Jamedar
Sergeant Major, One Drummajor, One Drum
Rabdaleer, Two Naicks and Twenty four Sepoys
his Command, James Riddell Cornet in the Serv
said Nabob by his Attorney the said Michael Bourn
John Sergeant Lieutenant in the Service of the said
by his Attorney the said Michael Bourn, an Engl
and Nathaniel Pote and Thomas Parkin of
George Merchants are Defendants

To Mr William Gordon 1. Do You know the parties Engl
their Attorney and the Defendants in this Cause many of the
If Yea then say how long have you or known them or any and which
them Declare

To Ditto 2. Do You not know of any of the Troops of the Nab
Company of Merchants of England trading to the East Indies
then with any Troops of the Nabobs Were You for
Nabob of the Carnatic being sent over about the Month
any which were in the Year of Our Lord One Thousand Se
hundred and Twenty two, or at any other time and when
War take Expedition against the Rajah and People of the
Great and Little Marawar Countries Under the Comm
of Brigadier General Joseph Smith Were
not all the Officers

And did they or did they not Compose a part of the Army so Employ-
-ed or sent on the said Expedition? Had or had not any of the said Offi-
-cers in the Stile of these Interrogatories Named any Non Commissio-
-ned Officers or private Men under their Command, If Yea, Do
You or do You not know or believe that the Non Commissioned Of-
-ficers and private Men so Under their or any of their Command-
-ers are as Mentioned and Enumerated in the Stile of these Interrogatories
or otherwise & how? The whole of these Matters according to the
best of Your knowledge Remembrance Information and belief
fully and particularly Declare.

To Ditto 3. Were or were not the Forts or places called Radnapatnam or
Ramnadaporam in the great Marawar Country and Carical in
the Little Marawar Country Attacked and taken by Assault or
Storm or Otherwise and how in the said Expedition, If Yea were
or were not the said Officers and People in the Stile of these Inter-
rogatories named and mentioned or any and which of them and
who by Name at the taking of both or either and which of the said
Places called Ramnadaporam and Carical? If any of the said
Officers and the People under their Command were not at the
taking of both or either of the said Places did they or did they not
remain or Continue as part of the said Army in the said Expedition?
or otherwise and how Was or was not the whole of the said Army
Composed of the said United Company and the said Nabobs Troops
Employed in the taking of the said Places Or were or were not
apart of the said Army only Employed in taking the said Forts
and places and the other part of the said Army Employed in or
upon any other Duty of or belonging to the said Army? The whole
of these Matters according to the best of Your knowledge Remem-

To Ditto 4th Do You know of any other Matter or things have
heard or can You Solforth any thing touching the Matter
Question in this Cause that may tend to the benefit or
of the Complainants, If You Declare the same as You
have been Informed or do believe together with the
of such Your belief as fully as if You had been there
ticularly Interrogated —

Jno Sykes
Atty for the Comp

Between Michael Bra
Henry Alexander and others by
Attorney the said Michael Bra
Complainants and William C
and Thomas Parkison Defe

On the Part of the Complain

Depositions of Witnesses taken in the Same at the
Lieutenant Colonel Humphry Rooper at Sangore, in the Sa
of May Anno Domini 1776 in pursuance of a Commission
out of the Mayors Court at Madrespatnam, directed to
Mr William Gordon of Sangore, Aged 38 Years or thereabouts being
and Examined on the part of the Complainants this Ed
Domini 1776 deposeth & Saith

1st

Complainants, and that he hath so known them Six Years or
thereabouts and this Deponent doth also know the Defendants,
and that he hath so known them Eight Years or thereabouts —
To the Second Interrogatory this Deponent Saith Yea — and
more he saith to this Interrogatory that he well remembers
in the Month of May 1772 that a Body of Troops belonging
to the United East India Company, were assembled and Encam
ped on the Plain of Tritchinopoly, in the said Month, and that
he also well remembrance, that a Body of Troops belonging to his
Highness Wau lau Jau Nabob of the Carnatic under the Com
mand of his Eldest Son Undul ul Omrah were encamp'd
on the same plain at the same time, and March'd at the same
time from the said Place, as the Companys Troops did against
the Chiefs and People of the Great & Little Murawar. Who
gave orders to his Officers and Men to obey all such Orders,
as should be given out to them by Brigadier General Joseph
Smith And More he saith not to this Interrogatory —
To the third Interrogatory, this Deponent saith Yea. And more
he saith to this Interrogatory that he always consider'd the
Troops, that March'd against Ramnadaporam, belonging to
to the Nabob as part of the Army that Relative to the particular
points of duty they were at different times employ'd in
during the time, they were under the Command of Brigadier
General Joseph Smith, he cannot as certain, but knows
there were at different times detatchments, from the said
Troops and he further recollects that a Detatchment from the
Army, under the Command of Lieutenant Colonel Bonjour
[illegible] assaulted, & took Carricoil; and on that Detatch
[illegible] Nabobs Troops were

employ'd. And never he could not to the Interrogatory
4th. The fourth Interrogating this Deponent with Whether
that the day after the taking of Chemmal pauram by Storm, or
propos'd between General Smith, and the Nawab of the Carnatic
Mudaat and Bowcah the Nabobs Adjutant, with the Nawab of the
Sum Sum, who agreed to pay the General for the Carnatic Troops
Sum of money in Lieu of Plunder of the said place, Whether
that the Officers belonging to the Nabob upon hearing of the
ment immediately applyed to the General & the Young Nabob
their discontent of the Money to agreed on as considering them
entitled but as being employed with the Carnatic troops
king of the above plan the General then Gave them to
leave out of this power, to oblige the Nabob to pay them any
money tho he considered them greatly entitled to it but that
take the earliest opportunity of recommending them to the Nabob
Sum Sum, as he had no reason of complaint of their Service, that
Bowcah at the same time assured them, he was very sorry he
had not given him power to settle with them he considered them
greatly entitled to but would write to his father that day on
subject and did not doubt but his application would be
with success

H. Harper Commissioner
Edwd Fowke Commissioner

Wm Gordon

And this Deponent further saith that the day after the
said was taken by Storm, the Young Nabob and
Major Knox with

Thousand Pagodas on lieu of plunder found in that place

H. Harper Commissioner
Edwd Fowke Commissioner

Wm Gordon

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Hon'ble the Mayor's Court at Madras patnam wherein Michael Bruce a Captain in the Service of his Highness Wala Jah Ameer Ul Nabob of the Carnatick, Henry Alexander a Major in the Service of the said Nabob for himself and the Nabobs first Battalion of Sepoys, consisting of Nine hundred and thirty Non Commissioned Officers and Private Men under his the said Henry Alexander's Command, Joseph Foore Lieutenant in the Service of the said Nabob, Joseph Davies Cornet in the Service of the said Nabob, Caswel Martinz Captain in the Service of the said Nabob, for himself and the said Nabobs first Battalion of Sepoyes under his Command Consisting of four hundred and twenty five non Commissioned Officers and Private men, Charles Mattingly Lieutenant in the said Service of the said Nabob, William Dewar Lieut. in the Service of the said Nabob for himself and twenty five Non Commissioned Officers and Artillery Men under his Command

Norman MacLeod Ensign in the Service of the
Nabob, Da Rosel Surgeon in the Service of the
Anthony Dalton Lieutenant in the service of the
John Plaist Ensign in the Service of the said Nabob
Pletzings Ensign in the Service of the said Nabob
Nicholas Ensign in the Service of the said Nabob
Wilson late Lieutenant now Captain in the Service
said Nabob, John Lawdon Captain in the service of
Nabob for himself and Nine Hundred Seapays
commissioned Officers and private Men under his
John Lawdon's Command John Slough an Ensign
Service of the said Nabob, Charles Summons Ensign
Service of the said Nabob, John Henry Pickard
in the Service of the said Nabob, Henry Power
in the Service of the said Nabob, Amadie Goudard
in the Service of the said Nabob for himself and
hundred and Eighty Seapays Non Commissioned
and Private Men under his Command, Stephen
Lieutenant of Artillery in the Service of the said
for himself one Corporal and twenty two Seapays
men under his Command, Grove Gillis Captain
the Service of the said Nabob for himself and the
Nabob's Sixth Battalion of Seapays under his
Consists of Nine hundred and fifty Seapays
Commissioned

of Cavalry in the Service of the said Nabob for himself
and two Jamadars. One Serjeant Major one Drum
-major one Drummer three Havaldars, two Naicks
and twenty four Seapays under his Command, James
Hoddell Carnet in the Service of the said Nabob and
John Fesquet a Lieutenant in the Service of the said
Nabob by their Attorney the said Michael Bruce
are the Complainants and William Petrie and Thomas
Parkison of Fort Saint George Merchants are the
Defendants.

On the Part and behalf of the Defendants.

To all the Witnesses } 1st Do You know the Parties Complainants and Defendants
in this Cause or any and which of them and how long have you so
known them or any and which of them Declare.

To General Joseph Smith } 2d Are you or are you not interested or concerned in the issue
determination and Event of this Cause in any manner or way or if
you ever or at any time previous or subsequent to the commence-
-ment of this Cause was any way interested or Concerned in the
receipt or payment of the Sum Sued for by the said Complainants
by their said Attorney or any part thereof

regarding the giving and Granting the Bonds and gratu-
Cases by the Nabob Amdet Ul Amrah for the Rama-
Tides of Ramnadapuram and Calicoil in the preceding
Cases Setforth, to whom were the Bonds or either of them
Delivered and on whose Account and Behalf and whether
Bonds or either and which of the said Bonds were given
Granted by the said Nabob Amdet Ul Amrah or the
Company's Troops or the Nabobs own Troops into the
Nabobs Troops Jointly. Do you know of any and what
being made by any Officer or Officers and whom of the
Troops unto the said Nabob Amdet Ul Amrah for
from the taking and Reduction of the said Forts and
and places named Ramnadapuram and Calicoil, if you
know have you heard or been informed what Shares
by the said Nabob unto such Application. Did any of
belonging to the Nabobs Troops and which and whom
any time and what time previous to or after the reduction
aforesaid Forts at Ramnadapuram or Calicoil during the
to the aforesaid Nabob to include the Troops in the Nabobs
with the distribution of Prize Money for the taking and
of both or either and which of the aforesaid Forts did while
or did not speak to the said Nabob or the aforesaid Persons
just and what was due the said Nabob or the aforesaid Persons
the proper Writing now shown to you at this the time of your
marked A If you know
know or believe

Whether is the Impression or Stamp marked up on the Cover
of the aforesaid Letter or Paper writing. the impression or Stamp
of the Cope Seal or Signet of the said Amdit Ul Amrah, or of
any other person or persons and whom, And whether the said
Cover did or did not inclose the Paper writing aforesaid, And
whether You did or did not Receive the said Cover and Paper
Writing from the said Nabob Amdit Ul Amrah or any other
and what person and whom. Declare the same fully and at large
according to the best of your knowledge and belief therein

To Ditto 4th Who were the Principals in the War made and carried on
against the Inhabitants of the Country of Ramnadpuram
and Calicoil, the Company or the Nabob and for and on whom
Accounts was the conquest of the said Forts and Countries made
And Whether in the Troops of the Nabob and the Troops in
the service of the Company or not, held and Regarded distinct and
Seperate Services and whether the Nabobs Troops are or are not
paid and supported by the Nabob or by whom and whether it
is usual for there to be any connection between the Troops in the
Nabobs Service and the Troops in the Service of the Company,
and whether the Troops in the Nabobs Service and the Troops
in the Company's Service did join in Agreeing with the Nabob
Amdit Ul Amrah Respecting the reason of the Forts of Ram-
nadpuram and Calicoil, And whether William Duffin a
Doctor in the Company's Service was or was not deputed and
authorized to settle with the Nabob for the Reasons of Calicoil,
and by whom whether by the Officers in the Company's Service
or the Officers in the Nabobs Service Jointly or by which of them?
and whether you were informed that the Nabob

Oondet Ul Omrah said he had no authority to give any [illegible]
to his Father the Nabob's Troops or some other and what [illegible]
Effect meaning and purpose. What Character did the Nabob
Ul Omrah hear in the Army and whether the Tents of [illegible]
and Cabinet were or were not delivered up to the said Nabob [illegible]
whom? and by whose Direction and Order declare all that [illegible]
know and have been credibly informed and believe concerning
same with the reasons and Circumstances which induce you [illegible]
5th Do you know of any other Matter or thing or can you [illegible]
any thing touching the Matters in question in this Cause [illegible]
tend to the benefit and Advantage of the Defendants [illegible]
you have been before interrogated unto. If you declare [illegible]
fully and at large as fully as if you had been thereunto [illegible]
larly Interrogated.

Chas. Bromley
Ay Dilbay

Mayor's Courtat
Madrasapatnam

Between [illegible]
Captain in the Service of his Highness [illegible]
Nabob of the Carnatick Henry Alexander [illegible]
Service of the said Nabob for himself and the [illegible]
Battallion of Sepoys Consisting of Nine Hundred [illegible]
Thirty Non Commissioned [illegible] Private Men
Under [illegible]

Martinz Captain in the Service of the said Nabob, for him-
-self and the said Nabob's first Battallion of Topasses
under his Command Consisting of four Hundred and
twenty five Non Commissioned Officers and Private Men,
Charles Mattingby Lieutenant in the Service of the said
Nabob, William Duvar Lieutenant in the Service of
the said Nabob for himself and twenty five Non-
Commissioned Officers and Private Artillary Men
under his Command, Narman MacLeod Ensign in
the Service of the said Nabob, Anthony DuPree Lieutenant
in the Service of the said Nabob, John Placit Ensign in
the Service of the said Nabob, Peter Nicholas Ensign in
the Service of the said Nabob, John Lawdon Captain
in the Service of the said Nabob for himself and Nine
Hundred Sepoys Non Commissioned Officers and
Private Men under his the said John Lowdon's Com-
-mand, John Hough an Ensign in the Service of the
said Nabob, Charles Summon's Ensige in the Service
of the said Nabob, John Henry Pickard Lieutenant
in the service of the said Nabob, Henry Power Ensign in
the Service of the said Nabob, Amador Goudard Captain
in the Service of the said Nabob, for himself and Seven
Hundred and Eighty Sepoys Non Commissioned
Officers and Private Men under his Command,
Sephan Lynch Lieutenant of Artillery in the Service
of the said Nabob, for himself One Corporal and Twenty
two Topass Gunners under his Command, Grove Gillise
[illegible] Nabob for himself

that the said Nabob Ondeth Ul Umrah of Lopay entered
Province of Nine Hundred and Fifty Lopay Rupees
Officers & Private Men Seven Hundred Lopay
vice of the said Nabob, & the Major Lopay with
the said Nabob Accepted thereof Captain of Lopay
Service of the said Nabob for himself & his
Sergeant Major Alex. Dunn Major Alex. Dun
Hamilton, two Thousand and twenty four Lopay
Commanded, Seven Hundred Coast with the Seven
Nabob and other Regt. Lieutenant with the
said Nabob by their Attorney the said Nabob
Complainants & William Petrie and Thom
of Fort Saint George Merchants on the Def

Depositions

On the Part of the Defendant

of Witnesses taken in the Cause

before the Commissioners for the Court of Admiralty

General Joseph Smith

of the Parish of the Holy Trinity the Less within the City of London
Merchant of England Leaving the East Indies Aged 42 Years
being produced as a Witness in the Cause on the part of the Defendants
9th Day of October 1775 Deposeth & Saith as follows
Attorney for the Complainants by Virtue of a Commission to them
Note of the Name, Title & Place of Abode of the said Deponent was
on the Day following being Sworn & Examined Duly & Solemnly
To the first Interrogatory this Deponent saith that he
the Late Lieutenant Michael Cornish
is known unto
the

To the Second Interrogatory this Deponent saith, that He is not Interested or Concerned in the Issue Determination or Event of this Cause in any Manner or way nor never was any time previous or Subsequent to the commencement of this Cause any way interested or Concerned in the Receipt or Payment of the Sum sued for by the said Complainants by their said Attorney or any part thereof. And more saith not to this Interrogatory.

To the Third Interrogatory this Deponent saith, that He doth know of some Matter or thing respecting or Regarding the Giving and Granting the Bonds in Question in this Cause by the Nabob Ondeth Ul Umrah for the Ransom of the Forts of Rammadaporam and Calicoil, in the Proceedings of this Cause set forth, and that to the best of this Deponent belief, the said Bonds were delivered into the Hands of the Agents for the Company Troops the Defendants in this Cause on account and behalf of the Company's Troops, and that the said Bonds were given & granted by the said Nabob Ondeth Ul Umrah solely to the Company's Troops that this Deponent doth know of for application being made by Major Alexander, Major Martin and others of the Nabobs Troops unto the said Nabob Ondeth Ul Umrah for Prize Money for the Taking and Reduction of both of the aforesaid places named Rammadaporam and Calicoil, and the Answer that was given by the said Nabob unto such Application was that He the said Nabob Ondeth Ul Umrah was not Authorized by his Father to give them any Prize Money but that he would Write to his said Father in their behalf, that after the Reduction of Rammadaporum Captain Alexander belonging to the Nabobs Troops did desire the aforesaid Nabob to include

the Troops in the Nabobs Service in the Distribution of Brig[illegible]
the Taking and Reduction of the aforesaid Forts, and that the [illegible]
did Accordingly Speak to the said Nabob on the aforesaid [illegible]
Subject, and that the said Nabobs Answer thereto was that he [illegible]
Authorized by his Father to allow them any Prize Money, but [illegible]
would Write and recommend them, that this Deponent does [illegible]
the Paper Writing now Shown to him at this the time of his [illegible]
nation Marked A but this Deponent has never thereon [illegible]
manded to the Nabob the Cerar Troops, that this Deponent [illegible]
know whose Character and Hand Writing the same to be, that [illegible]
Deponent does not Know the Chop Seal or Signet [illegible]
by the said Nabob Omdit Ul Omrah nor does this Depo[illegible]
whether the Impression or Stamp marked upon the Cover [illegible]
aforesaid Letter or Paper Writing, is the Impression or Stamp [illegible]
Chop, Seal or Signet of the said Omdit Ul Omrah or of any [illegible]
Person or Persons, that this Deponent does not Know [illegible]
the said Cover did or did not inclose the Paper Writing of [illegible]
whether he this Deponent did ever Receive the said Cover [illegible]
Writing from the said Nabob Omdit Ul Omrah, And more [illegible]
4. not to this Interrogatory.

To the Fourth Interrogatory this Deponent saith, that [illegible]
Highness the Nabob was the Principal in the War [illegible]
on against the Inhabitants of the Country of Ramnadapo[illegible]
and Calicoil, and the Conquest of the said Forts and Countries [illegible]
made on Account of the said Nabob and that the Troops of the [illegible]
Nabob and the Troops in the [illegible]
Regarded as Sep[illegible]

any Connection between the Troops in the Nabobs Service and the Troops in the Service of the Company except when they are on Service and the they are always Commanded by the Company's Officers, that this Deponent believes that the said Troops did not join in agreeing with the Nabob Omdit Ul Omrah respecting the Ransom of the Forts of Ramnadaporam and Calicoil, that William Duffin a Doctor in the Company's Service was Deputed and Authorized by the Company's Officers of Lieutenant Colonel Bonjour's Detachment to bring several Messages to this Deponent about settling the Sum that Should be given in lieu of the Ransom of Calicoil, that this Deponent doth Know that the Nabob Omdit Ul Omrah said he had no Authority to give any Prize Money to his Father's the Nabobs Troops, or some Wards to that Effect Meaning or purpose, and the said Nabob Omdit Ul Omrah was regarded by the Army as sent by his Father to Manage the Sirkar and to Regulate those Countries as soon as they were Reduced and that the said Forts of Ramnadaporam and Calicoil were delivered up to the said Nabob, and that they were so delivered up by this Deponent and by the Direction and Order of the Governor and Council of Fort Saint George, And more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith, that he took several of the Nabobs Officers to the said Omdil Ul Omrah in Order to recommend them to him to come in for a share of Prize Money, but the said Nabob told him this Deponent that he was not Authorized by his Father to allow them any, but would Recommend them, and desired this Deponent to take Case of his own Troops, And more saith not to this Interrogatory.

Joseph Smith
Brig.r General

F. Welch

To Doct William Dossee

Additional Interrogatories to be administered to William Dossee as shall be produced sworn and Examined in certain Causes now depending and to be heard before the Hon.ble the Mayors Court at Madras pro-
tween Michael Topes Captain in the Service of his Highness Nabob Lord Sahib &c. Nabob of the Carnatic Henry Alexander Major in the Service of the said Nabob for himself and the said Nabobs first Battalion of Sepoys Consisting of Nine hundred and Sixty Non-Com-
-missioned Officers and private Men under his the said Majors Command Joseph Thorn Lieutenant in the Service of the said Nabob Joseph Davis Cornet in the Service of the said Nabob Caesar Martley Captain in the Service of the said Nabob for himself and the said Nabobs first Battalion of Sepoys under his Command Consisting of four hundred and Seventy four Non Commissioned Officers and private Men Charles Mattingly Lieutenant in the Service of the said Nabob William Dossee Lieutenant in the Service of the said Nabob for himself and Seventy four Non Commissioned Officers and Privates Men under his Command Norman Macleod Ensign in the Service of the said Nabob Dr Macleod Surgeon in the Service of the said Nabob Anthony Depree Lieutenant in the Service of the said Nabob Anthony John Pe

Peter Nicholas Ensign in the Service of the said Nabob William Wilcox Late Lieutenant now Captaine in the Service of the said Nabob John Lowdon Captain in the Service of the said Nabob for himself and Nine hundred Sepoys Non Commissioned Officers and private men under his the said John Loudons Command, John Hough Ensign in the Service of the said Nabob, Charles Simmons Ensign in the Service of the said Nabob, John Henry Pickard Lieutenant in the Service of the said Nabob Edward Power Ensign in the Service of the said Nabob, Amada Gindard Captain in the Service of the said Nabob for himself and Seven hundred and, Eighty Sepoys non Commissioned Officers and private Men under his Command Stephen Lynch Lieutenant of Artillery in the Service of the said Nabob for himself and One Corporal and Seventy two Sepoys Gunners under his Command Geore Gilles Captain in the Service of the said Nabob for himself and the said Nabobs Sixth Battalion of Sepoys under his Command Consisting of Nine hundred and fifty Sepoys non Commissioned Officers and Private Men James Hamilton Ensign in the Service of the said Nabob John Mos Ensign in the Service of the said Nabob Joseph Smith Ensign in the Service of the said Nabob Joseph Smith Captain of Cavalry in the Service of the said Nabob for himself and Five Sawadars One Sergeant One Drum Major One Drummer Three Hautboys

Nabob and John Fergusel Lieutenant in the Service of the said Nabob by him attorney the said Michael [illegible] the Joint and separate Answer of William Petrie and [illegible] Parkinson of Fort Saint George Merchants [illegible]

On the Part and behalf of the Defendants

To all the Witnesses

1st Do You know the Parties Complainants, and Defendants [illegible] the Title of these Interrogatories named all or any and which of them, and how long have you so known them all or any [illegible] of them — particularly Declare —

2d Do you know or do you not know of any and what Expedition was or was not Undertaken on the Year of our Lord One Thousand Seven hundred and Seventy two in the Great and Little Marrawar Countries by the Troops in the Service of the Honble the United Company of Merchants of England trading to the East Indies [illegible] the Command of Brigadier General Joseph Smith If Yea? Do You know or do you not know If any and how many Troops belonging to the Nabob of the Carnatick did or did not Accompany the Troops of the said United Company in this Expedition to the Great and Little Marrawar Countries — If Yea Did or did not Omdut Ul Amrah the Eldest Son of the said Nabob [illegible] the said Troops of the said Nabob as their Commander in Chief and was he or was he not Considered and reputed as the Representative of the said Nabob of the Carnatick — If Yea? Did [illegible] Do You or do you not know [illegible] Did or [illegible]

Lord one Thousand Seven hundred and Seventy two purporting to be some Consideration in lieu of Booty and plunder at the Capture of Ramnadaporum in the Great Marawar Country, If Yea? Was or was not such Writing or Instrument given to the Troops of the said United Company and to the Troops of the said Nabob or solaly to those Troops of the said United Company — as you know or believe particularly Declare and set forth —

3d Do You know or do You not know If the Forces of the said United Company and those of the said Nabob did not go into the said Little Marrawar Country, and there did Possess themselves of a Fort or place called the Fort of Kallaicoil, If Yea? under whose Command was such Fort or place so taken and when and whe-there by the United Companys Troops or the Nabobs — If Yea Declare — Do You know or do you not know, If any, and what promise and Agreement was made by the said Umdut Ul Amrah to and with the Troops, of the said United Company — If Yea? was such promis or Agreement for and on Account of any pretensions they had to the Booty and Plunder found in the said Fort of Kallicoil, If Yea? What Consideration did the said Umdut Ul Amrah Offer to the said Troops of the said United Company, And whether the said Troops did or did not relinquish their pretensions to the said Booty and plunder so found in the said Fort of Kallacoil? Do You know or do you not know If any and what Writing or Instrument was [illegible] into and given by the said Umdut Ul Amrah to the [illegible] If Yea? Did or Did

Noted then under his Command or parties to Move in the Cam-
-paign as mentioned in the Meeting to be given by the said Mon-
-dut Ul Omrah or have otherwise, Do you know or Do you not
know or remember of any and what application was made by
any and which of the above Complainants to Brigadier Ge-
-neral Joseph Smith to be towards with the said Mondut Ul Omrah
Ransom Surrender for certain Quantity or Amount for their re-
-spective in Attending upon the Expedition to the Quadda-
-pauram Carnatica If Yea Did or Did not the Bri-
-gadier General Joseph Smith, or any other person or party
said Mondut Ul Omrah for and on the behalf of the said Com-
-plainants and the Troops of the said Nabob, and Did or Did
the said Mondut Ul Omrah Declare any and which Ans-
-wer thereon Did or did not the said Mondut Ul Omrah
refuse to Comply with the Request of the said Briga-
-dier General Joseph Smith for and on Account of the said
Nabobs Troops and whether the said Mondut Ul Omrah
did not Assign any and what Reason for such Refu-
-sal to the best of your Remembrance and Belief

Interrogatory 4th Do you know or do you not know or have you
heard that the said Brigadier General Joseph Smith at the time of
the said place of Ramnadpauram was made any and what Inter-
-ference of the Officers of the said Brigadier General

or did not the said Mondut Ul Omrah taken immediate possession
by placing some or all of the Complainants with the said Nabobs
Troops under their Command in the said Fort or place of Ramnada-
pauram Do You or do you not know, If any, and what Returns were
made to the said Brigadier General Joseph Smith of the Monies and
Effects in the said Fort or place previous to his Delivering over the
said Fort or place — Set forth the same according to the best of Your
knowledge Remembrance and Belief

Intery 5th Do you know or do You not know or have heard that the
said Brigadier General Joseph Smith did or did not at the
Reduction of the said Fort or place of Ramnadpauram Solicit
the said Mondut Ul Omrah to allow Ransom or prize Money
to the said Nabobs Troops If Yea Did or Did not the said
Mondut Ul Omrah desire the said Brigadier General Joseph
Smith not to Concern himself with the Troops of his Father or
words to that Effect — and Did or Did not the said Mondut
ul Omrah say that he was not Authorized to make any Agree-
-ment for Ransom Money with his said Fathers Troops
and did or did not the said Mondut Ul Omrah say that he was
only Authorized to Enter into such Agreement with the said
Troops of the said United Company And Did or Did not the
said Mondut Ul Omrah promise to prevail with the Nabob
his Father to allow the Complainants and the Troops under their
Command Ransom Money or to Make them some Allowance
in lieu thereof — And do you know or Do you not know or have
heard that the Complainants were seemingly Satisfied with

Ul Omrah did or did not make any proposals to the said Brig
General Joseph Smith in Consideration of the United Comp
Troops Relinquishing their Right to Booty and Plunder taken
the said Fort or place of Ramnadaparam — Do you know or do
not know If the said Brigadier General Joseph Smith did
not Assemble the principal Officers of the said United Company
Troops And did or did not the said Brigadier General Joseph
Acquaint the said Officers with the Terms and proposals of the
Nundut Ul Omrah and were such Terms and proposals Rej
of by the said Officers — Do you know or do you not know If
of the said Officers so Assembled and whom by Name were
Deputed or Appointed to wait on the said Nundut Ul Omrah
before of the said United Company's Troops to Acquaint him
his proposals being Accepted — And Do you know or do you not
know Whether the said Nundut Ul Omrah did Enter into
Give the Writing as aforementioned in the preceding Interrogat
Do you know or do you not know or can Remember whether
or any of the Complainants were ever at any of the Meetings
by and between the said Nundut Ul Omrah the said Brigadier
General Joseph Smith and the said Troops of the said United
Company upon this Occasion of the Ransom Money, Do you know
or have you heard that the said Complainants or any one of them
were ever Consulted or Concerned in the several Agreements with
the said Nundut Ul Omrah and the said

Last 7th

To all the Witnesses

Do You know of any other matter or thing or have you heard or can you Set forth any thing touching the Matters in in Question in this Cause, that may tend to the Benefit and advantage of the Defendants — If Yea Declare and Set forth the same and each every particular Relative thereto as you know have been Informed or do Believe with the Reasons of such your said knowledge Information and Belief as fully as, If you had been thereunto particularly Interrogated.

Chas. Bromley } Attys
Thos. Johnson } Defendts.

To Brigadier General Joseph Smith

Sir

After the capture of Ramnadaparam and before there was any agreement determined upon between me & the Honble Company's Troops for the ransom of the said fort, I collect your having addressed me relative to the Sirkar Troops, & recommended them in the strongest manner, as worthy of being encouraged and rewarded, having not only shared the fatigues of that Campaing, but on all other occasions behaved well, when acting under your Command When the agreement was made between me, & the Honble Company's Troops, for the ransom of Calicoil Fort, all the Officers then present [illegible] thereto nor were there any objections made till Captain [illegible] Mr Duffin Surgion ap- [illegible] by the

Affairs of Lieutenant Colonel Kenjure's detachment
to settle finally for them —

Camp in the Morravar
Country the 10th January
1772 }

Signed for
your Friend &c
Mondut ul Omrah
Bahadur

This Paper Marked A was shown to Brigadier
General Joseph Smith at the time of his Examination by
me in a certain Cause now depending and at Issue in
the Mayors Court of Madras pleaded wherein Michael
Captain in the Service of the Right hon.ble the Lords
of the Committee of his Majesty's Most hon.ble Privy
Council, Henry Alexander and three others Plaintiffs
and Complainants and William Elton and Thomas Parkison
of Fort Saint George Merchants are Defendants which
of October Anno Domini 1775 —

This Paper was shown to Brigadier General Joseph
at the time of his Examination before me in a Certain Cause
now depending and at Issue in the Mayors Court
of Madras pleaded wherein Michael Brown Captain
Service of the Right hon.ble the Lords Commissioners
tish, Henry Alexander and three others Plaintiffs
plainants and William Elton and Thomas Parkison
Saint George Merchants are Defendants which
of October Anno Domini 1775

Answers to The Interrogatories

First. Mr. Duffin deposeth that he has been Acquainted with the defendants Messrs. Petrie and Parkison since the Year One Thousand seven hundred and Seventy two and with the Complainants, Captains Bruce, & Gillis Nearly the same time

Second. I do know there was an Expedition undertaken in the Year one Thousand Seven hundred & Seventy two by the Company's Troops under the Command of Brigadier General Joseph Smith in the Great & Little Morravar Country — I know there were some of the Nabobs Troops Accompanying General Smith, but cannot ascertain the Number — I know Mondut ul Omrah the Nabobs Eldest son Attended the Army, but in what Capacity I am Ignorant of. All respect was paid him as Nabob. I have heard there was an agreement made with Mondut ul Omrah for the Capture of Ramnad on Account of the Company's Troops only — but as I was Not present can say nothing further on the Subject —

Third. I do know that on the twenty sixth of June one Thousand seven hundred and Seventy two, a Detachment Commanded by Lieutenant Colonel Kenjure Consisting of Company's & Nabobs Troops took the Fort of Caricayle by Surprise, I do know that Mondut ul Omrah agreed to give the Companies Troops Fifty Thousand Pagodas without Mentioning the Nabobs Affairs, and to use the opinion of the Companies Officers, that the Nabobs Troops were not to be

in the Service of his Highness Nan Saw Jow &c.
Nabob of the Carnatick Henry Alexander Major in
the Service of the said Nabob for himself and the said
Nabobs first Battalion of Sepoys Consisting of
Nine hundred and thirty Non Commissioned
Officers and private Men under his the said Henry
Alexander's Command, Joseph Favre Lieutenant
in the Service of the Nabob Joseph Davis Cornet
in the Service of the said Nabob Conrad Martinz
Captain in the Service of the said Nabob for himself
and the said Nabobs first Battalion of Topasses under
his Command Consisting of four hundred and Seventy
five Non Commissioned Officers and private Men,
Charles Mallingley Lieutenant in the Service of the
said Nabob, William Dewar Lieutenant in the Service
of the said Nabob for himself and Twenty five Non
Commissioned Officers and Private Artillery Men
under his Command, Norman MacLeod Ensign in
the Service of the said Nabob, Die Rosel Surgeon in
the Service of the said Nabob, Anthony Pereira Lieute-
nant in the Service of the said Nabob, John Smith
Ensign in the Service of the said Nabob, Peter Elbzing
Ensign in the Service of the said Nabob, Peter Nicholas
Ensign in the Service of the said Nabob, William
Wilcox late Lieutenant now Captain in the Service
of the said John Lowdon Captain in the Service

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Perkinson of Port Saint George Merchants

On the Part and behalf of the Defendants

To all the Witnesses

1st. Do You know the Parties Complainants and Defendants in the Title of these Interrogatories Named all or any and which of them, and how long have you so known them all or any and which of them particularly Declare.

2d. Do You know or do you not know of any and what Capitulation, War or Wars not Undertaken in the Year of Our Lord One Thousand Seven hundred and Seventy two in the Great and Little Marrawar Countries by the Forces in the Service of the Honble the United Company of Merchants of England trading to the East Indies under the Command of Brigadier General Joseph Smith If Yea Declare Do You know or do You not know If any and how many Troops belonging to the Nabob of the Carnatick did or did not Accompany the Troops of the said United Company in those Expeditions to the Great and Little Marrawar Countries If Yea Did or did not Mondat Ul Omrah the Eldest Son of the said Nabob Attend the said Troops of the said Nabob as their Commander in Chief, and was he or was he not Considered and Reputed as the Representative of the said Nabob of the Carnatick If Yea Declare Do you or do you not know If the said Mondat Ul Omrah Did or did not give any Writing or Instrument under his Hand bearing date the third day of June in the Year of Our Lord One Thousand Seven hundred

Marrawar Country If Yea? Was or was not such Writing or
Instrument given to the Troops of the said United Company
to the Troops of the said Nabob or Solely to those Troops of the
said United Company as you know or believe, particularly
Declare and set forth.

3. Do you know or do you not know If the Forces of the
United Company and those of the said Nabob did not go under
the said Little Marrawar Country and there did Possess the
selves of a Fort or place called the Fort of Kallacoil, If Yea
whose Command was such Fort or place to taken and when
whether by the United Companys Troops or the Nabobs If Yea
Declare. Do you know or do you not know, If any and what
promise and Agreement was made by the said Umdut Ul Omrah
to and with the Troops of the said United Company If Yea and
such promise or Agreement for and on Account of any pretension
they had to the Booty and Plunder found in the said Fort of Kallacoil
If Yea what Consideration did the said Umdut Ul Omrah
offer to the said Troops of the said United Company and whether
the said Troops did or did not Relinquish their pretentions to the
said Booty and plunder so found in the said Fort of Kallacoil
Do you know or do you not know If any and what Writing or
Instrument was Entered into and given by the said Umdut Ul
Omrah to the Troops of the said United Company If Yea Did
or Did not the said Umdut Ul Omrah Include the Troops of
the said Nabob then under his Command as partners to Share in
the Consideration so mentioned [illegible]
Umdut Ul [illegible]

633 300

any and which of the above Complainants to Brigader General
Joseph Smith to Intercede with the said Umdut Ul Omrah
the Commender for Some Gratuity or Reward for their Services
in Attending upon the Expedition to the Great and little Mar-
rawar Countries If Yea? Did or Did not the said Bregadier
General Joseph Smith or any other person apply to the said
Umdut Ul Omrah for and on the behalf of the said Complai-
nants and the Troops of the said Nabob, And did or did not
the said Umdut Ul Omrah Declare any and what Sentiments
thereon Did or did not the said Umdut Ul Omrah Refuse to
Comply with the Request of the said Brigader General Joseph
Smith for and on Account of the said Nabobs Troops, and
whether the said Umdut Ul Omrah did not Assign any and
what Reason for such his Refusal to the best of your Remem-
brance Knowledge and Belief particularly Set forth and
Declare.

Interrogatory 4th. Do you know or do You not know or have you heard that
the said Brigadier General Joseph Smith at the time he
took the said place of Ramnadaporam made any and what
Inventory of the Effects found in the said Place Did or did not
the said Brigadier General Joseph Smith with draw the said
United Companys Troops from the said place of Ramnadaporam
and did or did not the said Umdut Ul Omrah take immediate
possession by placing some or all of the Complainants with the
said Nabobs Troops under their Command in the said Fort
or place of Ramnadaporam — Do You or do You not know, If
[illegible] Returns were made to the said Brigadier General
[illegible] said Fort or place

635 301

General Joseph Smith didor did not Assemble the principal Officers of the said United Companys Troops and didor did not the said Brigadier General Joseph Smith Acquaint the said Officers with the Terms and proposals of the said Mondut Ul Amrah and were such Terms and proposals Accepted of by the said Officers Do you know or do you not know if any of the said Officers so Assembled and whom by Name were or was Deputed or Appointed to wait on the said Mondut Ul Amrah in behalf of the said United Companys Troops to Acquaint him of his proposals being Accepted And Do you know or do You not know whether the said Mondut Ul Amrah did Enter into and Give the Writing as aforemen tioned in the preceeding Interrogatories Do You know or do You not know or can Remember whether all or any of the Complainants were ever at any of the Meetings had by and between the said Mondut Ul Amrah the said Brigadier General Joseph Smith and the said Troops of the said United Company upon this Occasions of the Ransom Money Do You know or have you heard that the said Complainants or any one of them were ever Consulted or Concerned in the Several Agreements with the said Mondut Ul Amrah and the said Company's Troops Setforth the same According to the best of your Knowledge Remembrance and Belief and how you became Acquainted with the particulars Setforth in this or Interrogatory and fully and at large Declare

Last 9th Do You know of any other Matter or thing or have To all the heard or can you Setforth any thing touching the Mat-

and Advantage of the Defendants ___ If you do Declare
fully the same and each every particular Relation that
you know have been transacted or do Relate with the
utmost Truth your said Knowledge Information and Be-
lief as if you had been thereto particularly Sworn

Chas. Brom

Mayors Court at
Madraspatam

Between Michael Topham Gent. Plaintiff
by the Service of the Writ of Capias issued out
of the Court of Request Thomas Hyde Esqr. Mayor
of the said Place for himself and the said Place
Battalion of Sepoys Consisting of Nine Hundred
Thirty one Commissioned Officers and Sepoys
under his the said Thomas Hyde Command
Joseph Jones Lieutenant in the Service of the
Nabob Joseph Dacres Ensign in the Service of
said Nabob Samuel Manning Captain in the
of the said Nabob for himself and the said Nabob
first Battalion of Sepoys under his Command
Consisting of four Hundred and Sixty four
Commissioned Officers and four at Arms the
Mayors Court at
Madraspatam

Between Michael Topham Gent. Plaintiff
by the Service of the Writ of Capias issued out
of the Court of Request Thomas Hyde Esqr. Mayor
of the said Place for himself and the said Place
Battalion of Sepoys Consisting of Nine Hundred
Thirty one Commissioned Officers and Sepoys
under his the said Thomas Hyde Command
Joseph Jones Lieutenant in the Service of the
Nabob Joseph Dacres Ensign in the Service of
said Nabob Samuel Manning Captain in the
of the said Nabob for himself and the said Nabob
first Battalion of Sepoys under his Command
Consisting of four Hundred and Sixty four
Commissioned Officers and four at Arms the

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(63)

Command, Norman MacLeod Ensign in the
Service of the said Nabob, Du Rosel Surgeon in the
Service of the said Nabob, Anthony Du Pree Lieut.
in the Service of the said Nabob, John Placid Ensign
in the Service of the said Nabob, Peter Blitzings in
the Service of the said Nabob, Peter Nicholas Ensign
in the Service of the said Nabob, William Wilcox late
Lieutenant now Captain in the Service of the said
Nabob, John Loudon Captain in the Service of the
said Nabob for himself and Nine Hundred Sepoys
non Commissioned Officers and private Men
under his the said John Loudons Command
John Hough Ensign in the Service of the said
Nabob, Charles Summons Ensign in the Service
of the said Nabob, John Henry Pick and Lieut.
in the service of the said Nabob Edward Power
Ensign in the Service of the said Nabob Adamde
Gouda Captain in the Service of the said Nabob for
himself and Seven Hundred and Eighty Sepoys non
Commissioned Officers and private Men under his
Command, Stephen Lynch Lieutenant of Artillery in
the Service of the said Nabob for himself and One
Corporal and twenty two Topasses Gunners under his
Command Grove Gilles Captain in the Service of the
said Nabob for himself and the said Nabobs Sixth
Battalion of Sepoys under his Command Consisting
of Nine Hundred and fifty Sepoys Non Commissioned
Officers and

in the Service of the said Nabob Joseph Smith [illegible]
Cavalry in the Service of the said Nabob for [illegible]
[illegible] One Sergeant Major [illegible]
one Drummer three Havaldars two Naicks and [illegible]
Sepoys under his Command James Reddell [illegible]
Service of the said Nabob and John Fergust [illegible]
Service of the said Nabob by his Attorney the said [illegible]
Bruce to the Joint and Separate Answer of [illegible]
and Thomas Parkinson of Fort Saint George [illegible]

On the Part of the Defendants

Depositions

[illegible] the Examiner in this Cause [illegible]

Major Mathew Horne [illegible] in the Service of the United Company of England Trading to the East Indies Aged 41 Years [illegible] being [illegible] Witness in this Cause On the Part of the Defendants was on the 22d Day [illegible] Signified at the Office of Mr John Sykes who is Attorney for [illegible] Cundapah my Servant who also left him a Note of the Name [illegible] of the said Deponent and Afterwards On the same Day being Sworn and [illegible] Deposith as followeth.

To the first Interrogatory this Deponent saith that he doth [illegible] Michael Bruce, Major Henry [illegible] Lieutenant [illegible] Lowden, Lieutenant [illegible] William [illegible] Captain [illegible] John Henry Pickard, Captain [illegible] in this Cause and that he hath known Major Henry [illegible] Seventy [illegible] [illegible]

[illegible] Eight years [illegible]

To the Second Interrogatory this Deponent saith that he doth Know of an Expedition that was Undertaken against the Ranny of Ramnadaporam and another against the Rajah of Calaicoil in the Year of Our Lord One Thousand Seven Hundred and Seventy two in the Great and Little Marawar Countries by the Troops in the Service of the Honble the United Company of Merchants of England Trading to the East Indies under the Command of Brigadier General Joseph Smith — that this Deponent doth know there were Troops belonging to the Nabob of the Carnatick did Accompany the Troops of the said United Company in those Expeditions to the Great and little Marawar Countries But this Deponent [illegible] know what Number, and that Umdut Ul Omrah the Eldest Son of the said Nabob did Attend the said Troops of the said Nabob as their Commander in Chief and that He was Considered and Repeated as the Representative of the said Nabob of the Carnatick — that this Deponent doth Know that the said Umdut Ul Omrah set upon Negotiation with the Ranny and Her Ministers on his Arrival at Ramnadaporam and Offered Terms which they did not Accept [illegible] upon the said Umdut Ul Omrah desired Brigadier General Joseph Smith to Receive the Place by force of Arms — that this Deponent doth Know that the said Umdut Ul Omrah did give a Writing on Instrument under his Hand bearing Date the third Day of Nine in the year of Our Lord One Thousand Seven hundred and Seventy two purporting to be some Consideration in been of Booty and Plunder at the Capture of Ramnadaporam [illegible] the Great Marawar Country — this Deponent, [illegible] and Cosby were the