VOl No 49

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G/No = 12044

Revised No 49

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25,000—4-5-32.

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Filed 3d Nov 1795.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Charles Nicholas White of Fort Saint George Esquire That John Chalmer Lieutenant in the Service of the East India Compa- ny Stands Justly and truely Indebted unto Your Orator in the Full and Just Sum of Sixty Eight Pagodas Eight Fanams and thirty three Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty Seven Pounds and five Shillings as will more fully and at Large appear by Copy of 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 Your Orator further Sheweth unto this Honble Court that ment from the said John Chalmer of the said Sum of Sixty Eight Pagodas Eight Fanams and thirty three Cash

But now so it is May it Please this Honble Court the said John Chalmer 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 John Chalmer 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

may

May be Decreed to pay unto Your Orator the aforesaid Sum of Sixty Eight Pagodas Eight Fanams and thirty three 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 John Palmer 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 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.—

Chas.d Baker
Compl.t Atty

Madras this 3. Nov.r 1785
This Bill was shewn to me
in the Days of Adjournment
Let a Summon issue Returnable
next Court day.—

Philip Stowey
Mayor

D.r Lieutenant John Palmer in Account Current with Mr. Charles N. White. Cr.

1784								
Nov.r 16	To Amount of your Bill of Exchange drawn on Mr. Wm. Palmer & Co. Calcutta dated 22d Augt. 1784 for Sa. Rupees 11.22940 @ 1/13/40						1. 13. 40	
	To Ditto						2. 27. 6	
	To Ditto						2. 18. 0	
	To Ditto						1. 0. 0	
	To Ditto						67. 13. 40	
	To Ditto						1. 27. 0	
	To Ditto						62. 32. 0	
	To Ditto						1. 40. 0	
	To Ditto						16. 32. 0	
	To Ditto						12. 7. 0	
	To Ditto						4. 30. 0	
	To Ditto						3. 26. 32	
	To Ditto						61. 26. 0	
	To Ditto						64. 14. 63	
	To Ditto						64. 28. 63	
	Interest for 11. 22. 40 Sa. Rupees @ 12 p.r Cent. from 13.th Octr. 1784 to 3.d October 1785						1. 20. 30	
							68. 8. 93	
							64. 28. 63	
							3. 80. 30	

Pagodas

Errors Excepted
Chas.N. White

Atty. Comp.t
Chas.s Baker

Fort Saint George 3.d October 1785

I may want and perfect Answer

2d

Mayors Court at
Madraspatnam

Tuesday the 24th day of January
Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
William Webb and George Savage
Aldermen

Between Charles Nicholas White
of Fort Saint George Esquire Compai-
-nant and John Chalmer Lieutenant
in the Service of the East India Company
Defendant

It Appearing by the Records of this Court that the
Usual Rules have issued for the Defendant to Answer the Complai-
-nants 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 Sixty Eight Pagodas Eight fanams and
Thirty three Cash / Pagodas 68. 8. 33. / together with all such Inte-
-rest as now is or shall hereafter become due thereon untill full pay-
-ment is made also all Costs of this Suit

5

Filed 24th Jany 1786.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Agavelly Satier of Madras Merchant
that Shake Barry of the Same place Inhabitant Stands justly
and truly Indebted unto Your Orator in the Principal Sum of
Four Hundred and Seventy five Pagodas Current Money of Ma-
dras making in Sterling Money of Great Britain at the
rate of Eight Shilling for every Pagoda the Sum of One Hundred
and Ninety Pounds or thereabouts as will more fully and at large
appear by a true Copy of a Mortgage Bond or Obligation hereunto
annexed for the Inspection of this Honble Court which Your Ora-
-tor prays may be admitted as part of this his Bill of Complaint
the Original of which under the Hand and Seal of the said Shake Barry is
in Your Orators possession and Ready to be produced to this Honble
Court whensoever thereto Required And whereas Your Orator
hath frequently and in an Amicable manner Requested Payment
of the said Sum of Four Hundred and Seventy five Pagodas with
Interest pursuant to the Tenor of the said Bond or Obligation from
the said Shake Barry. &c

But now so it is may it Please this Honble Court
the said Shake Barry Obstinately and wilfully Refuses to pay the
same or to give Your Orator any Manner of Satisfaction touching
the Premises Your Orator therefore prays a General Relief such
as to this Honble Court shall appear agreable to Equity and Good
Conscience To the End therefore that the said Shake Barry may
upon his Corporal Oath full true direct and perfect Answer

Void and of no effect otherwise to Remain in full force and Virtue

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

A true Copy Chas. Bromley
atty Compt.

Mayors Court at
Madraspatnam

Tuesday the 24th day of January
Anno Domini 1786.

Present
Robert Ewing Esquire Mayor
William Webb and George Savage
Aldermen

Between Agwally Saturjy
Madras Merchant Complainant
and Shake Barry of the same place
Inhabitant Defendant.

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fitt to Order and Decree and doth accordingly by Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of four hundred and Seventy five Pagodas / Pagodas 475. — together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Filed in Court the
14th February 1786

9

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Agarcy of Madras Dubash that John Philip Burlton of Fort Saint George Esquire Stands justly and truely Indebted unto your Orator in the full and just sum of One hundred and Sixty five Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the sum of Sixty Six Pounds as will more fully and at Large Appear by Copy of a Promissary Note of hand hereunto annexed for the Inspection of this Honble Court and which your Orator prays may be admitted as a 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 John Philip Burlton of the said Sum of One hundred and Sixty five Pagodas.

Butnow so it is may it Please this Honble Court the said John Philip Burlton 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 John Philip Burlton may upon his Corporal Oath full true Direct and perfect answer make to all and singular the matters and things here in 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 Sixty five Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this suit.

May

Void and of no effect otherwise to remain in full force and Virtue

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

A true Copy Chas. Bromley
attg Complt.

[illegible]

Mayor's Court at Madraspatnam

Tuesday the 24th day of January
Anno Domini 1786.

Present
Robert Ewing Esquire Mayor
William Webb and George Savage
Aldermen

Between [illegible]

[illegible]

P. Burlton

Filed in Court the 14th February 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Tagaroy of Madras Dubash that John Philip Burlton of Fort Saint George Esquire Stands justly and truely Indebted unto your Orator in the full and just sum of One hundred and five Pagodas Current Money of Madras [illegible] of Great Britain at the Rate of [illegible] sum of Sixty Six Pounds [illegible] Copy of a Promise of this Rs. [illegible]

[illegible] Tagaroy of Madras [illegible]
Dubash Complainant and John Philip Burlton of Fort Saint George Esquire Defendant.

The Defendant by his Attorney Mr. James Grierson being in Court and acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One hundred and Sixty five Pagodas / Pags. 165 - - - / 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.

Huz

May it Please this Honble Court to Cause the said John Philip Burlton 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 thereon as to this Honble Court shall seem Meet

Pullien Spencer for
James Grieson
Atty Compl^t.

Fort S^t. George 29th August 1785

Thirty One days after date I promise to pay to Tagaroy or his Order the Sum of One hundred and Sixty five Star Pagodas [illegible] ent of a House taken by me of him which will be in full [illegible] demands Witness my Hand.

[illegible] Defe[illegible]
[illegible]tness of the Complainants.

P. Burlton

A true Copy
P. Spencer for
James Grierson
Atty Compl^t.

Mayor's Court at Madraspatnam

Tuesday the 21st day of February Anno Domini 1786.

Present
Robert Ewing Esquire Mayor
John Menzies and George Savage
Aldermen

Between Tagaroy of Madras & Dubash Complainant and John Philip Burlton of Fort Saint George Esquire Defendant.

The Defendant by his Attorney M^r. James Grierson being in Court and acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One hundred and Sixty five Pagodas / Pag^s. 165 - - - / 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.

Hur

May it Please this Honble Court to Cause the said John Philip Burton 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 thereon as to this Honble Court shall seem Meet

Pullien Spencer having taken out Letters of Administration of the Estate and Effects of the said Deceased under the Seal of this Honble Court and thereby taken upon himself the Management thereof and the Responsibility to pay all the Debts of the said Thomas Dibdin as far as his Estate and Effects will Extend and the Law oblige Stands Justly and truely Indebted unto Your Orators as Trustees as aforesaid in the Sum and Just Sum of Three hundred and Twenty Nine Pagodas Twenty five Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and thirty one Pounds and Seventeen Shillings as will more fully and at large appear by Copy of a Bond or Obligation and an Account hereunto Annexed for the Inspection of this Honble Court and which Your Orators as Trustees as aforesaid Pray may be admitted as part of this their Bill of Complaint and Your Orators as Trustees as aforesaid further Sheweth unto this Honble Court that they have frequently and in an Amicable Manner Requested Payment from the said Charles Darke as Administrator as aforesaid of the said Sum of Three hundred and twenty Nine Pagodas twenty five fanams and forty Cash.

But now so it is May it Please this Honble Court the said Charles Darke as Administrator as aforesaid Obstinately and

Mayors Court at Madraspatnam

Tuesday the 21st day of February Anno Domini 1786

Present

Robert Ewing Esquire Mayor
John Menzies and George Savage
Aldermen

Purposes as upon same were
Interrogated and that he may be Decreed to Pay unto Your Orators as Trustees as aforesaid the aforesaid Sum of Three hundred and twenty Nine Pagodas Twenty five fanams and Forty 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 as Administrator as aforesaid 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 as Trustees as aforesaid 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 Baker
Complt atty

This 13th Octr 1786.
This Bill was shewn to me
in the Days of Adjournment
let a Summons issue Returnable
next Court day.

Philip Stowey
Mayor

(12)
Filed 31st Octr 1786.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators John Dawries Revd Alexander Craig and David Young acting Trustees to the Estate and Effects of Messieurs Anthony Fredrick Franck and John Willoughby Late Charles Darke administrator of Thomas Dibden Deceased by having taken out Letters of administration of the Estate and Effects of the said Deceased under the Seal of this Honble Court and thereby taken upon himself the Management thereof and the Responsibility to pay all the Debts of the said Thomas Dibdin as far as his Estate and Effects will Extend and the Law oblige Stands Justly and truely Indebted unto Your Orators as Trustees as aforesaid in the Sum and Just Sum of Three hundred and Twenty Nine Pagodas Twenty five Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and thirty one Pounds and Seventeen Shillings as will more fully and at large appear by Copy of a Bond or Obligation and an Account hereunto Annexed for the Inspection of this Honble Court and to which Your Orators as Trustees as aforesaid Pray may be admitted as part of this their Bill of Complaint and Your Orators as Trustees as aforesaid further Sheweth unto this Honble Court that they have frequently and in an Amicable Manner Requested Payment from the said Charles Darke as Administrator as aforesaid of the said Sum of Three hundred and twenty Nine Pagodas twenty five fanams and forty Cash.

But now so it is May it Please this Honble Court the said Charles Darke as Administrator as aforesaid Obstinately and

(13)

Wilfully refuses to Pay the Same or to give Your Orators as Trustees as aforesaid any Manner of Satisfaction touching the Premises Your Orators as Trustees as aforesaid therefore 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 Charles Darke as Administrator as aforesaid may upon his corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly 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 Orators as Trustees as aforesaid the aforesaid Sum of Three hundred and twenty Nine Pagodas Twenty five fanams and Forty 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 as Administrator as aforesaid 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 as Trustees as aforesaid 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 Baker
Complt attz

This 13th Octr 1786.
This Bill was shewn to me
in the days of Adjournment
let a Summon issue Returnable
Next Court day.

Philip Stowey
Mayor

Know all Men by these Presents that I Thomas Debdin of Madras Inhabitant am held and firmly bound unto Anthony Frederick Franck and John Willoughby of Madras Merchants in the Penal Sum of Three hundred and Seventy two Star Pagodas and Thirty three fanams to the payment whereof well and truely to be made to the said Anthony Frederick Franck and John Willoughby their 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 the Twenty fourth day of May in the Year One Thousand Seven hundred and Seventy Nine.

Whereas the above bound Thomas Debdin hath borrowed and received of the above named Anthony Frederick Franck and John Willoughby the full and Just Sum of One hundred and Eighty Six Star Pagodas Sixteen fanams and forty Cash to run at Interest at the rate of Twelve /12/ percent per Annum Payable on Demand.

Now the Condition of this Obligation is such that if the above bound Thomas Debdin his heirs Executors Administrators or Assigns shall well and truely Pay or cause to be paid unto the said Anthony Frederick Franck and John Willoughby their heirs Executors administrators or Assigns the full and Just Sum of One hundred and Eighty Six Star Pagodas Sixteen fanams and forty Cash together with such Interest as shall or may become due thereupon then this Obligation to be Void or and of no Effect otherwise to continue in full force and Vertue.

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

Nath.l Bacon

Pendarey

Thos.d Debdin L.S

A true Copy

Chas. Baker

Mr. Charles Darke administrator of the Estate and Effects of Thomas Debdin deceased to the Trustees of Messrs. Francks & Willoughby ..... Dr.

1779 May	24th	To the amount of the Bond bearing date this day from Thomas Debdin to Messrs. Franck and Willoughby	186.	16. 40.
1785 October	17th	To Interest on Dr. to this day is 6 Yr. 4 Mo. 25 days @ 12 P Cent P annum	143.	9. —
		Pagodas	329.	25. 40.

Madras Oct.r 20.th 1785.

E.E. Thos.d Pelling for John de Fries, H.A. Craig, David Young — Trustees to the Est.e of Franck & Willoughby

A true Copy

Chas. Baker

Mayor's Court at Madraspatnam

Tuesday the 21st day of February Anno Domini 1786.

Present

Robert Ewing Esquire Mayor

John Menzies and George Savage

Aldermen

Between John De Fries Hew Alexander Craig and David Young acting Trustees

18

Dr. Richard Johnston Esqr. in Account Current with Ballakistnah Pundiah — Cr.

1785 April 9th	To Amount of your Promissary Note of hand due this Day	140	"	"	1785 Octr. 22nd By Ballance due	149 " "
Octr. 22nd	To Interest on Do. to this Day being 6 Months and 18 Days @ 12 ℘ Cent ℘ Annum	9	"	"		
	Pagodas	149	"	"	Pagodas	149 " "

Fort St. George 22nd October 1785

Errors Excepted ℘ [illegible]

A true Copy

Peter Walker
attyr for Complt.

St. Pagr. 140.

Fourteen days after date I Promise to Pay to the order of Balla Kistnah Pundiah the Sum of one Hundred and Forty Star Pagodas for value received by me this 24th March 1785.

(Signed) Richd. Johnston

A true Copy Peter Walker
attyr for Complt.

Mayor's Court at Madraspatnam

Tuesday the 28th day of February Anno Domini 1786

Present

Robert Ewing Esquire Mayor

James Call and William Webb

Aldermen

Between Balla Kistnah Pundiah of Madras Merchant Complainant and Richard Johnston of Fort Saint George Esquire Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill which he has Neglected Doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Forty Nine Pagodas (Pagodas 149 " ") 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]

Trustees to the Estate and Effects of Messie-
-urs Anthony Frederick Franck and John
Willaughby Complainants and Charles
Darke Administrator of Thomas Dibdin
Deceased 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
shall pay unto the Complainant out of the Estate and Effects of Thomas
Dibdin Deceased the full and Just Sum of Three hundred and Twenty Nine
Pagodas Twenty five fanams and forty Cash / Pagodas 329. 25. 40 /
together with all such Interest as now is or shall hereafter become due there-
-on until full payment is made also all Costs of this Suit.—

Huz

Filed 14th Novr. 1785

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court your Orator Ballakestnah Pundiah of Madras Merchant that
Richard Johnston of Fort Saint George Esquire Stands Justly and truely
indebted unto Your Orator in the full and Just Sum of One hundred &
Forty Nine Pagodas Current Money of Madras Making in Sterling
money of Great Britain at the Rate of Eight Shillings for every
Pagoda the Sum of Fifty nine Pounds and Twelve Shillings or
thereabouts as will more fully and at large Appear by the Copys of
[illegible] Notes [illegible] to 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 amicable Manner requested Payment of the said
Sum of One Hundred and forty nine Pagodas from the Richard
Johnston.—

But now so it is May it Please this Honble
Court that the said Richard Johnston obstinately and wilfully re-
-fuses to Pay the same or to give Your Orator Any Manner of Satis-
-faction Touching the Premisses your Orator therefore Prays a general
relief such as to this Honble Court shall appear agreeable to Equity and
good Onscience To the End therefore that the said Richard Johnston
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 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 with
all such Interest as now is or shall hereafter may be come due there-
-on and also all costs of this Suit

May it Please this Honble Court to Cause the said
Richard Johnston 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 thereon as to this Honble
Court Shall Seem Meet

This Bill was Shewn to me between the Days of Adjournment
let a Summon Issue returnable next Court Day — — —
Madras 14th
Novr. 1785 —

Philip Stowey
Mayor

Peter Walker
atty for Complt.

Dr. Richard Johnston Esqr. in account Current with Ballakistnah Pundiah — Cr.

1785 April 9th	To Amount of your Promissary Note of hand due this Day	140	"	"	1785 Octr. 22nd	By Ballance due	149	"	"
Octr. 22nd	To Interest on Dr. to this Day being 6 Months and 18 Days @ 12 p Cent p Annum	9	"	"					
	Pagodas	149	"	"		Pagodas	149	"	"

Fort St. George 22nd October 1785

Errors Excepted p [illegible]

A true Copy

Peter Walker
attyr for Complt.

St. Pagr. 140 —

Fourteen days after date I Promise to Pay to the order of Balla Kistnah Pundiah the Sum of one Hundred and Forty Star Pagodas for value received by me this 24th March 1785 —

(Signed) Richd. Johnston

A true Copy Peter Walker
attyr for Complt.

Mayor's Court at Madraspatnam

Tuesday the 28th day of February Anno Domini 1786 —

Present

Robert Ewing Esquire Mayor

James Call and William Webb

Aldermen

Between Balla Kistnah Pundiah of Madras Merchant Complainant and Richard Johnston of Fort Saint George Esquire 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 Hundred and Forty Nine Pagodas (Pagodas 149 — —) 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

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Filed 2d March 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Murray of Madras Inhabitant that Thagaroy of the same place Inhabitant Stands justly and truely indebted unto Your Orator in the full and just Sum of One hundred and Two Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of forty Pounds and Sixteen Shillings as will more fully and at large appear by the Copy of a Promissary Note of Hand given by the said Thagarry unto Your Orator and an Account Current hereunto annexed for the inspection of this Honble Court which your Orator Prays may be admitted as part of this Your Orator's Bill of Complaint the Original being now in Your Orator's Custody and ready to be produced to this Honble Court whenever he shall be thereunto required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment of the said Sum of One hundred and Two Pagodas from the said Thagaroy.

But now so it is May it Please this Honble Court that the said Thagaroy obstinately and willfully refuses to pay the same or to give Your Orator any manner of Satisfaction Touching the Premisses 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 Thagaroy 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

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particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Two Star Pagodas together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to cause the said Bill Complaint and [illegible] and required by the Sheriff of Fort Saint George [illegible] and Ap-cree thereon as to this Honble Court shall Seem Meet.

Peter Walker
Attyy for Complt.

This Bill was shewn to me between the Days of adjournment and the Complaint having Sworn to the Justness of his Demand and also he hath reason to believe that the Deft. is about to depart from the Jurisdiction of this Honble Court let a Summons returnable immediately and a Warrant of arrest Issue thereon - - - - - - - - - - - -

Robt. Ewing
Mayor

Dr. Thagaroy in Account Current with John Murray ... Cr.

1786 Decr.	2nd	To Amount of your Promissary note of Hand Payable one month after this Date	100	"	"	1786 March	2nd	By Ballance Due	102	"	"
1786 March	2d	To Interest on Do. from 2d January last to this Day being 2 months @ 12 ℘ Cent ℘ Annum	2	"	"						
		Pagodas	102	"	"			Pagodas	102	"	"

Madras 2nd March 1786.
E. E. ℘ John Murray

a true Copy
Peter Walker
attyy for Complt.

20

Filed 2d March 1786

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Murray of Madras Inhabitant that Thagaroy of the same place Inhabitant Stands justly and truely indebted unto Your Orator in the full and just Sum of [illegible] dred and Two Star Pagodas Current Mon[illegible] [illegible] Madraspatnam

Between John Murray of Madras
Inhabitant — Complainant
and
Thagaray of the Same place —
Dubash — Defendant.

The Affidavit of John Murray the above named Complainant

This Deponent maketh Oath and Saith that the above named Defendant Thagaroy Stands justly and truly indebted unto this Deponent in the full and just Sum of One Hundred and two Star Pagodas Current Money of Madras in and upon a Certain Note of Hand given by the said Defendant to this Deponent and the Deponent also saith that the above named Defendant is about to depart out of the Jurisdiction of this Honble Court. —

John Murray

Sworn Before me
this 2d March 1786.
Robt. Ewing
Mayor

Peter Walker
Attg for Complainant

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particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Two Star Pagodas together with all such Interest as now is or shall hereafter become due therein and also all Costs of this Suit.

May it Please this Honble Court to cause the said Thagaroy 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 [illegible] prefixed and Appointed then and there to Answer this Your Orators [illegible] further to Stand to and abi[illegible] order and Debitant Defendant.

The Defendant being in Court and acknowl[illegible] ing the Justness of the Complainants Demand — This Cour[illegible] doth therefore think fit to Order and Decree and doth accordingly [illegible] and Decree that the Defendant shall pay unto the Complain[illegible] the full and Just Sum of One hundred and two Star Pagodas [illegible] Pagodas 102 — — — (together with all such Interest as now [illegible] shall hereafter become due thereon untill full payment is [illegible] also all Costs of this Suit.

[illegible]

22

One Month after Date I promise to pay Mr. John Murray or his Order the Sum of One hundred Star Pagodas for Value Received of him

Witness my hand this 2nd day of December 1785.

Shagaroy.

Pagodas 100

Witness
Thomas Aborn
Vellapah

a true Copy
Peter Walker
atty for Compl.t

Filed 2d March 1786.

In Hon.ble the Mayor's Court at Maraspatnam

Between John Murray of Madras Inhabitant — Complainant and Thagaray of the Same place Dubash — Defendant.

The Affidavit of John Murray the above named Complainant

This Deponent maketh Oath and Saith that the above named Defendant Thagaray Stands justly and truly indebted unto this Deponent in the full and just Sum of One Hundred and two Star Pagodas Current Money of Madras in and upon a Certain Note of Hand given by the said Defendant to this Deponent and the Deponent also saith that the above named Defendant is about to depart out of the Jurisdiction of this Hon.ble Court.

John Murray

Sworn Before me
this 2d March 1786.
Rob.t Ewing
Mayor

Peter Walker
atty for Complainant

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Mayor's Court at Madraspatnam

Tuesday the 7th day of March Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
Edward John Holland and Josias Dupré Porcher
Aldermen

Between John Murray of Madras Inhabitant Complainant and Thagaray of the same place Inhabitant Defendant.

The Defendant being in Court and acknowledging the Justness of the Complainants Demand — This Court doth therefore think fitt 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 two Star Pagodas Star Pagodas 102 — — / together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

24

Filed 1st Decem.r 1785.

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

Humbly Complaining Sheweth unto this Hon
-rable Court Your Orator Havalore Ponnappa Chitty Mootto Chitty
by his Attorney John Thomson of Madras Inhabitant That Pondicherry
Pulliconda Chitty also of Madras Inhabitant Stands indebted unto Your
Orator in the full and Just Sum of Four Hundred and thirteen and
Seven Eighths Star Pagodas Current Money of Madras Making in
Sterling Money of Great Britain at the Rate of eight Shil-
-lings for every Pagoda the Sum of One hundred and Sixt Five
Pounds and Eleven Shillings as will more fully and at larg
by the copies of the Translation of a Mortgage Bond or Ou
and an assignment hereunto Annexed for the Inspection of th
Court and which are prayed by your Orator to be taken as pa
Bill of Complaint the Originals whereof are in Your Orato
and Ready to be Produced to this Hon.ble Court when Require
Orator further Sheweth unto this Hon.ble Court that he has
-ly and in freindly manner requested the Payment of
of Four Hundred and thirteen and Seven Eighths Star

But now so it is and may it to depart
Court the said Pundicherry Pulliconda Chitty O
-fully refuses to pay the same or to give Your O
of Satisfaction touching the Premises Your Ora
Relief Such as to this Hon.ble Court shall a
to Equity and Good conscience To the End ther
Pondicherry Pulliconda Chitty may upon his
full true direct and perfect Answer make t
the matters and things herein before Set forth

fully truly 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 Four Hundred
and thirteen and Seven Eighths Star Pagodas With all Such Interest
as now is or shall hereafter become due thereon also all Costs of the
Suit.

May it Please this Hon.ble Court to Cause the said
Pondicherry Pulliconda 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 Hon.ble
Court at a certain time and Place to be by this Hon.ble Court prefix
-ed 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.

Bopham
Atty for Compl.t

...ras
...ber 1785.
...ll was shewn to me between the
...djournment Let a Summons
...rnable next Court Day.

Philip Stowey
Mayor

shall
also a

Mortgage Bond Dated the 10th of Aude Month in the Year called
swering to Anno Domini the 20th of July 1782.

I Pondicherry Pulliconda Chitty of Madras do give
Mortgage Bond to Havalere Ponnappa Chitty Mootto Chitty
same place that is to Say.

My House Situated at Peddo Naicks Pettain Pondara
...ys Street and between the Houses of Chinna Chitty Cundapa Chitty
Myla Vencatasem, to which having got a Choultry Bill of Sale
No. 7885.

N 7885 on which Ground having build a House Accordingly to the Demention of the said Bill of Sale, which House was pulled down by the Company on Account of Hyder and French War, in lieu of which having allotted to me another piece of Ground at Mosttalpetta in Tele Chitty Vencatakistnamah Naicks Garden, agreeable to the said Choultry Title deeds as also on the East side to the said Ground I have bought a Ground from Iron Smith Marapah Mastre, and obtained a Cadjan Bill of Sale on which said Grounds I have built a House which I have Mortgaged to you on my urgent Occasion and Borrowed and Received of You the sum of ₰ 413 7/8 (four hundred and thirteen Seven eighth Pagodas Current Money of Madras which Sum I promise to pay You on Demand with such interest as may become due thereon at the Rate of 12 ₰ Cent ₰ Annum from the date hereof — Thus I do give this Mortgage Bond by my Consent Witnesses Davarumpetta Cooppe Chitty, and Ponneyoor Aulaugada Chitty by their knowledge Drawn by Raya Moodaly of Amenjaka —

(Signed)

Pulleondan

Witnesses Signed

Aulangadan

Cooppen

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

Soobaroyam

Interp^r.

A true Copy

Popham —

To all whom these Presents shall Come Greeting. —

Whereas Pondicherry Pulleconda Chitty of Madras by a Mortgage Bond or Obligation bearing date the Seventeeth day of July in the Year of Our Lord One Thousand Seven hundred and Eighty Two stands Justly and Truely indebted unto Kavalere Pounapah Chitty Mootto Chitty of the same place Inhabitant in the Sum of Four hundred and thirteen Seven Eighth Star Pagodas Current Money of Madras as in and by the said Mortgage Bond or Obligation may appear Now Know Ye that the said Kavalere Pounappah Chitty Mootto Chitty for a Valuable Consideration to him in hand paid by John Thomson also of Madras Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof is hereby Acknowledged he the said Kavalere Pounappa Chitty Mootto Chitty hath assigned and Set over and by these Presents doth Assign and Set over to the said John Thomson the said Mortgage Bond or Obligation and the money or Amount Principal and Interast 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 Kavalere Pounappa Chitty Mootto Chitty for the Consideration aforesaid hath made Constituted and appointed the said John Thomson his Executors and Administrators his true and Lawful 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 John Thomson his Executors Administrators and Assigns to ask Require demand and Receive of the said Pondicherry Pulleconda Chitty his heirs Executors and Administrators the Money due or to become due on the said Mortgage Bond or Obligation and on non Payment he the said John Thomson his —

his heirs Executors Administrators and Assigns to sue for and Recover the Same and on Payment thereof to deliver up the said Mortgage Bond or Obligation and given sufficient Releases and discharges therefore and one or More attorney or attornies under him to Constitute and whatsoever the said John Thomson or his attorney or attornies under him shall Lawfully do in the Premises he the said Ravalere Counappa Chitty Mootto Chitty doth hereby allow and Affirm and he the said Ravalere Counappa Chitty Mootto Chitty doth Covenant with the said John Thomson that he the said Ravalere Counappa Chitty Mootto Chitty hath not Received nor will Receive the said Money due or to become due on 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 the Recovery thereof he the said John Thomson saving the said Ravalere Counappa Chitty Mootto Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Ravalere Counappa Chitty Mootto Chitty hath hereunto Set his hand and Seal in Madras aforesaid this Twenty fifth day of November in the Year of our Lord One Thousand Seven hundred and Eighty five

Ls

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

a true Copy

Popham

Mayor's Court at
Madraspatnam

the 21st day of March
Tuesday
Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
George Savage and Vincentio Corbett
Aldermen

Between Ravalore Counappa Chitty Mootto Chitty by his attorney John Thomson of Madras Inhabitant Complainant and Condicherry Pullicondu Chitty 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 do shall pay unto the Complainant the full and Just sum of Four hundred and thirteen and seven Eighths Star Pagodas / Star Pags. 413 7/8 — " — " / together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

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Filed the 22d Nov.r 1785

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Auvadanum Paupiah of Madras Brameny, That Edward Collins of Fort St. George Esqr. Captain of Infantry in the Service of the Honble the United English East India Company in the Coast of Coromandell Stands justly and truely Indebted unto Your Orator in the Sum of One Thousand and Sixty three Pagodas making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Four hundred and Seventy five Pounds and four Shillings as will more fully appear by a Copy of an Account Current hereto annexed for the inspection of this Honble Court and which Your Orator's Bill of Complaint which said Account Your Orator Sheweth Arises on a Mortgage Bond or Obligation of the said Edward Collins under his hand and Seal and bears date the 15th day of April in the present Year 1785. and which said Bond Your Orator further Sheweth the said Edward Collins gave unto Your Orator for as a Security for the Payment of the Sum of One Thousand Star Pagodas which Your Orator in the day of the said Mortgage Bond advanced & lent unto the said Edward Collins at his Speacal instance & Request and which Your Orator Sheweth he the said Edward Collins promised & Undertook to pay unto Your Orator with Interest at two Instalments on stated times of Payment Viz.t One payment of the Sum of five hundred Pagodas with Interest at the Rate of 12 p.r Cent p.r Annum was to be paid the first day of July following the date of the said Mortgage and the remainder five Hundred with Interest was to be paid the first of October

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October Next ensuing and now past, as will More fully appear by a true Copy of such Mortgage Bond or Obligation hereto annexed, for the Inspection of this Honble Court and which Your Orator prays may be taken as part and parcell of this Your Orators Bill of Complaint and the Original now in Your Orators possession and Ready to be produced when thereto Required And Whereas your Orator hath frequently and in an Amicable Manner Requested Payment of the said Edward Collins pursuant to the Tenor and Condition of the said Mortgage Bond or Obligation

But now so it is and May it Please this Honble Court the said Edward Collins 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 Edward Collins 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 & purposes as if the same were again Repeated and Particularly Interrogated and that they may be Decreed to Pay unto Your Orator the aforesaid Sum of One Thousand and Sixty three Pagodas together with all such Interest as shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Edward Collins to be Summoned and Required by the Shereff of Fort St. George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a

30)

32)

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
Atty Complainant

Dr. Captain Edward Collins His Account Current with Auvadanum Paupia Brameny Cr.

1785 April	15th	To Lent You on Mortgage as pr Bond	1000	..	1785 Octr.	24th	By Ballance due	1063	..
Octr.	24th	To Interest on do. for 6m 9d @ 12 pr Cent pr Annum	63	..					
		Pagodas	1063	..			Pagodas	1063	..

Madras 24th October 1785

Errors Excepted
Signed A Paupia Brameny

A true Copy
Chas Bromley
Atty Compl^t

Know all Men by these that I Edward Collins of Madras Esquire Captain in the Service of the Honorable English East India Company am held and firmly bound unto Auvadanum Paupia Brameny of Madras Merchant in the Penal Sum of Two Thousand (2000) Star Pagodas Current Money of Madras to the Payment whereof well and truly to be mand to the said Auvanum Paupia Brameny 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 Fort Saint George this fifteenth Day of April in the Year One Thousand Seven Hundred and Eighty five —

Whereas the above bound Edward Collins hath borrowed and received of the above na-made Auvadanum Paupia Brameny the full and just Sum of One Thousand (1000) Star Pagodas to run at Interest at the rate of Twelve per Cent per An-num payable in Two Several different Payments as follows that is to say the sum of Five hundred Pagodas together with Interest the first day of July next and the remainder Sum of five hundred Pagodas and Interest first Day of October next for Securing the payment of the said Principal Sum of One Thousand Pagodas and Interest he the said Edward Collins hath mortgaged Assigned and Set Over and by these Presents doth Mortgage Assign and Set over unto the said Auvadanum Paupia Br. and his Heirs Executors Administrators or Assigns a House and Ground and a Piece of Ground adjoining Situated near the Luiz Church the House and Garden measuring in length from North to South One hundred and Ninety Eight feet or thereabouts and in breadth from East to west in the North Side one hundred and forty three feet and in the South Side one hundred and thirty Two feet or thereabouts together with a Piece of Ground adjoining measuring in length from East to west Sixty Seven feet and in breadth from Nort to South thirty three feet and a half or thereabouts with all and Singular the Premises and appertenances thereunto belonging or appertaining and all his Right Title Interest claim and Demand whatsoever of in

and

and to the said House and Ground and Piece of Ground Adjoining and Ever Part and Parcell thereof To have and to hold the said House and Ground with the Appertenances thereunto belonging unto the said Auvadanum Paupia Braminy his Heirs Executors Administrators or Assigns for ever Having delivered the Several Original Bill of Sale and other writings of the said House and Ground and Piece of Ground Adjoining to the said Auvadanum Paupia Braminy.

Now the Condition of this Obligation is such that if the above bound Edward Collins his heirs Executors and Administrators shall will and truly pay or cause to be paid unto the above named Auvadanum Paupia Braminy his heirs Executor Administrators or Assigns the full and Just Sum of One Thousand Star Pagodas together with such Interest as Shall or may becom due thereupon then this Obligation to be void and of no Effect otherwise to Continue in full force and Virtue.

(Signed) Edward Collins (L.S.)

Signed Sealed and Delivered where no Stampt Paper is to be had in the presence of
(Signed) John Jordan
(Signed) Peter Walker Not. Pub.

A true Copy

Chas. Bromley
Attg. Complt.

Mayor's Court at Madraspatnam

Tuesday the 21st day of March Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
George Savage and Vencentio Corbett
Aldermen

Between Auvadanum Paupia of Madras Braminy Complainant and Edward Collin of Fort St. George Esqr. a Captain Defendant.

It Appearing by the Records of this Court that the Usual Rules have been issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand and Sixty three Pagodas (Pags. 1063.—.—.) together with all such Interest as now is or shall hereafter become due thereon untilfull payment is made also all Costs of this Suit

Huz

36
Filed 19th Augt 1783.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gopaul Dass of Madras Administrator of all and Singular the Goods and Chattels Rights and Credits of Ragunadadass formerly of Madras Inhabitant Deceased by his Attorney William Lawrence of the same place Inhabitant, that Vellapah Sunder Gowerdendass also of Madras Inhabitant stands well and truely Indebted unto Your Orator as Administrator of all and Singular the Estate and Effects Goods and Chattels Rights and Credits of the said Ragunadadass deceased in the full and just Sum of three Thousand five hundred and fifty two Pagodas Nine Fanams and Forty five Cash Current Money of Madras making in Sterling Money of Great Britain the sum of One Thousand four hundred and twenty Pounds Seventeen Shillings and two pence or thereabouts as the Ballance of an Account for sundry sums of Money Goods wares and Merchandizes delivered and Services performed by him the said Vellapah Sunder Gowerdendass at his request and obtained all and every part of which he the said Vellapah Sunder Gowerdendass as Executor of the Estate and effects of the said Ragunadadass deceased hath ever since refused and still refuses to pay unto Your Orator although often thereunto requested and the same is now due and owing from him to the said Deceased

(37)

For the inspection of this Honble Court will more fully and at large appear and which is prayed by Your Orator to be taken and received as part of this his Bill of Complaint the original being in the Hands of Your Orators said Attorney is ready to be produced when required Your Orator by his said Attorney Further Sheweth unto this Honble Court that as Administrator as aforesaid having many pressing demands against the said Estate he found it expedient for the Benefit of the Estate and the Satisfaction of those people who had just Demands thereupon to assign transfer and fully make over for a Good and valuable consideration the said Debt with the monies due and to grow due for principal and interest thereon and every part thereof in manner and form stated set forth and Shewn by Copy of a Certain Deed of Assignment hereunto annexed for the inspection of this Honble Court the original Deed of Assignment being in the hands of your Orators said Attorney is ready to be produced when required your Orator by his said Attorney Further Sheweth unto this Honble Court that he hath as Administrator as aforesaid frequently and in an Amicable manner requested Payment of and from the said Vellapah Sunder Gowerdendass of the said Sum of three Thousand five hundred and fifty two Pagodas Nine Fanams and Forty five Cash Current Money of Madras.

But now so it is and may it please this Honble Court the said Vellapah Sunder Gowerdendass obstinately and wilfully refuses to pay the same or give your Orator any manner of Satisfaction touching the premises therefore Your Orator prays a General relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End

therefore

herefore that the said Vellapah Sunder Govendendoss may upon
his Corporal Oath full true direct and perfect answer make to all
and Singular the Matters and things herein before setforth and al
ledged as fully truely and effectually to all intents and purposes
as if the same were hereagain repeated and particularly Interroga
ted and that he may be Decreed to pay unto Your Orator the aforesaid
Sum of three Thousand five hundred and fifty two Pagodas nine fa
anams and forty five Chack together with all such Interest as now
is or shall become due thereon also all Costs of Suit

May it Please this Honble Court to Cause the
said Vellapah Sunder Govendendoss 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.

Edward Ellis
Attorny for the Compltt.

Dr. Vallapah Sunder Goverdendoss in Account Current With Ragunada doss Gopauldoss administrator to the Estate and Effects of Deceased — Cr.

Date		Particulars	Pagodas	Rupees	Cents
1777 May	15th	To the amount of the Deceased's half share in one Diamond Ring Jointly with Mollydoss which was Delivered to you by the Deceased being Pags. 400 as appears by the deceaseds Account	400	"	"
		To Do. Do. the Deceaseds half share in a Diamond Ring with you being Pags. 600 as appears by his Account	600	"	"
		To Do. Do. Two Diamond Rings received by you from Crubasaukar the property of the Deceased Value Pags. 1000 each	2000	"	"
		To One Arm Jewell received from Sastraloo the property of the Deceased	150	"	"
		To Brillant Stones received from Camasala Shauraboyah the property of the Deceased Valued Pagodas 300	300	"	"
		To 4 Diamond Rings received from Monsieur Moneyey the property of the Deceased Value Pagodas 300	300	"	"
		To Cash received by you from Santey Doss for Emerald sold by him the property of the Deceased	24	"	"
		To Cash received by you from Sastraloo for a Briliant sold by him being the property of the Deceased	145	"	"
		To Cash received of Gollah Peon the property of the Deceased which was returned from Mooney Moodoogoo not having descovered the Man to whom it was sent Madrass Pags. 200 on Star Pagodas 220	220	"	"
		To Cash received by you from Vitell doss Ragunada doss of Trichinopoly the property of the Deceased	28	13	60
		To Cash received by you from Ragunada doss Shamaladoss being the Amount of Sale of a Diamond Ring the property of the Deceased	82	17	"
		Pagodas	4249	30	60

Fort Saint

Date		Particulars	Pagodas	Rupees	Cents
1777 July	30th	By the amount of a Bill of Exchange sent by you to Nirmaull on the deceaseds Account being Rups. 203 Exc. 362½ Rups. ⅌ % Pagodas	53	34	"
Augt.	12th	By Cash paid to Covery Boy the Deceaseds Wife	10	"	"
	22	By Do. Do. to Josey Chittoor Boojee on the Deceaseds Account	2	43	20
Septr.	20th	By Do. Do. to Latchama Boy Do. Do.	14	"	"
	29	By Do. Do. to Shaumboo Vias	54	11	60
Octr.	28	By Do. Do. to Kistnadoss	100	"	"
	29	By Do. Do. to Bookinjee Davay	96	5	60
		By Do. Do. to Crubasaukar Dut	232	24	"
Novr.	5	By Do. Do. to Veyney Ranin Davay Rupies 31¼ & Pags. 17-7-10, exchange at 362½ Rups. ⅌ % Pags. is 7-27	24	34	10
		By Do. Do. to Ganguey Rauon Punday Rups. 142 exchge. at 362¼ Rupies ⅌ % Pagodas	39	8	"
Decr.	26	By Do. Do. to Boodoorjee Davay	6	37	"
	28	By Do. Do. Camsalla Soorabayah	14	"	"
1778 Jany	10th	By Do. Do. to Soobaroyah Punday	3	6	25
	28	By Do. Do. to Maunovardoss Ragunadadoss	3	7	40
Febry	10	By Do. Do. to Saucharaubay	22	32	"
Novr.	21st	By Do. Do. to Cooncoonjee Davay 5¼ Rups. Each at 362½ ⅌ % Pagodas	1	19	40
	22	By Do. Do. to Choubey Raujah Maul Rups. to Each at 362½ Rups. ⅌ % Pagodas	1	28	"
1779 April	6th	By Do. Do. to Moneyey a French Man	16	"	"
		By Do. Do. to Do. for a Bottle of Aqua Forti	1	"	"
			697	21	15
		By Ballance due	3552	9	45
		Pagodas	4249	30	60

George 28th June 1785

Errors Excepted ⅌ [illegible]

A true Copy

Edward Ellis

attys for the Complt.

42)

To all People to whom these Presents shall come Greeting

Whereas Vellapah Saunder Goverdendoss of Madras Senear in the Bal-
lance of an Account Current bearing date the Twenty eight day of July
in the present year of our Lord one Thousand Seven hundred and Eighty
three stands Indebted unto Gopauldoss as Administrator to the Estate
and Effects of Ragunadadoss Deceased in the Sum of Three Thousand
five hundred and fifty two Pagodas nine Fanams and forty five Cash
Current Money of Madras as in and by the said Account Current
may appear Now Know ye that the said Gopauldoss administra-
tors to the Estate and Effects of Ragunadadoss for a Valuable Consi-
deration to him in hand paid by William Lewcock also of Madras
Inhabitant at or before the Sealing and Delivery of these presents
the Receipt whereof is hereby acknowledge he the said Gopauldoss
as Administrator aforesaid hath Assigned and set over and by this pre-
sents doth assign and Set over unto the said William Lewcock the said
Account Current and the Money or Amount Principal and Interest
thereupon due and owing and which may become due thereupon and
all his right and Interest fin and to the same and every part thereof
and the said Gopauldoss as Administrator as aforesaid for the Conside-
ration aforesaid hath made Constituted and Appointed and by these
presents Doth make constitute and Appoint the said William
Lewcock his Executors and Administrators his true and Law-
full 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 William
Lewcock his Executors Administrators and Assigns to Ask Re-
quired Demand and Receive of the said Vellapah Saunder or
Goverdendoss his Executors and Administrators the Money
due and to become due on the said Account and on non Payment
thereof

William Lewcock his heirs Executors and Admi-
nistrators to sue for and recover the same and on Payment thereof to
Deliver up the said Account Current and give sufficient Releases and
Discharges and therefore one or more Attorney or Attornies under him
to Constitute and whatsoever the said William Lewcock or his Attorney
or Attornies under him shall lawfully do in the premises the said
Gopauldoss Administrators as aforesaid doth hereby allow and
affirm and the said Gopauldoss doth Covenant to and with the
said William Lewcock that he the said Gopauldoss hath not
received nor will Receive the said Money due or to become due
on the said Account Current or any 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 William Lewcock saving the said Gopauldoss harm-
less of and from any Costs that may happen to him thereby
In Witness whereof the said Gopauldoss as Administrator
as aforesaid hath hereunto set his hand and Seal in Madras
this Twenty second day of July in the Year of our Lord One
Thousand Seven hundred and Eighty three

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

(9985 Cv -

Attone Copy
Edward Ellis
Attg for the Compl.t

where as the ...

Customary -

42) 44)

Filed 4th Novemr 1783.

The Answer of Vellapah ...
Goverdendoss of Madras Soucar, ...
Defendant to the Bill of Compl...
Gopauldoss of Madras Adminis...
all and Singular the Goods and ...
Right and Credits of Ragunad...
Madras Soucar Deceased by his ...
William Lewcock of the same p...
-betant - Complainant

The said Defendant Now and at all t...
-ving and Reserving to himself now and at all times here...
manner of Adventage and benefit of exception that m...
and taken to the many untruths incertainties insufficiencie...
imperfections in the said Complainants said Bill of Comp...
contained, for Answer thereunto, or to so much thereof, as ...
-rially concerns this Defendant to ma... Answer unto, an...
further Answer, this Defendant Answ...th and saith, that ...
does not stand indebted unto the Complainant as Admini...
-tor abovementioned in the Sum of Three Thousand five hund...
fifty two Pagodas Nine fanams and Forty five Cash, nor in ...
other Sum of Money Whatever, upon any Account, Trading or ...
Dealing to and with and for the private or Seperate Account...
of the abovesaid Deceased Ragunadoss, but on the Contrary the sa...
Ragunadoss in partnership with Ramdoss Vencatadre, and Ma...
-herdoss being the Father, Brother, and Son of the said Decease...
stand justly and truly indebted unto this Defendant in t...
of Four Thousand three Hundred and Forty Pagodas, ...
...ref

Ballance of an Account Current hereunto Annexed for the in-
-spection of this Honble Court, and which the Defendant prays ...
may be taken as part and parcel of this his Answer - The Defendt.
by leave of this Honble Court proceeds to state his Objection in this
his Answer to the demand of the abovesaid Complainant as admi-
-nistrator, first as to the Right, the Complainant in his duty as
administrator has to bring this Defendant to an Account, and Next
to the account as Annexed to this Bill of Complaint, This said
Defendant Answereth and Saith, that Gopauldoss abovemen-
-tioned, though Admitted to be an Administrator to the Estate and Effects
of Ragunadoss, ought not, nor cannot According to the Custom and Usage
of Merchants, seperate and divide such of the Estate of the said Raguna-
-doss as belonged to the deceased in his life time, which was in partner-
-ship with other person who now Survive him, and in whose Name the
Firm of the House still continues, and upon this Principal this said
Defendant Saith, he ought not to be Summoned before this Honble Court
for a Concern which in fact, is in partnership, and not the Seperate
Concern of the said Deceased Ragunadoss, for this Defendant Saith, All
his Transactions, wherein Ragunadoss had any Concern, was and ...
were in partnership, and in the Name of Ragunadoss, Ramdoss, -
Vencatadre and Mansherdoss, and this was, and has been the Name
of the Firm for many Years past, and Reported and Publickly known
by the Name of that Firm, in various past of the Indostan Empire,
but how this present Seperation of Interests could take place, this -
Defendant cannot pretend to say, but this Defendant Says, that he ...
were understood that the said Ragunadoss never Acted as for himself,
but for the Whole Concern, and that the last Transaction which this
Defendant had with him just before his Decease, he likewise Un-
-derstood was for Account of the partnership as Usual, in Consequence
whereof, the Account Current hereunto Annexed was drawn out as
Customary; -

Customary, and it appears, that this Account Current is agreeable thereto, because the Complainant himself in his Account Current annexed to his Bill of Complaint, debits this Defendant for the Amount of the Deceased Ragunadoss half Share in Sundry Articles, if the Complainant, Means to Avail himself of any part of the partnership Account, he Ought to have Given Credit for at least half the Amount of what the particularship owes this Defendt, but this Defendant is Advised, that this Mode of the Complainant, in his Endeavoring to procure partial payments from those, who are Debtors to the partnership, is inconsistent and irregular, because as this Defendant is Advised and understand, that Were a partnership is Subsisting, and One of the partners dies, the Surviving partner has the Management and Accounts with the Administrator or Executors, but the Administrator nor Executors, have no Right of Action independant of such Survivor against any person or persons, who have Transactions with the Firm, and in this Situation does this Defendant Stand, he having no Seperate Account with Ragunadoss in his life time, but only with the partnership and the same in the Case with many other Merchants in this Town of Madraspatnam and in many other Parts of India, and should the said Complainant avail himself of his Obtaining Letters of Administration from out of the Kings Ordinary in this Honble Court, and Entire Stope to all Credit will be put, and the Old and Customary Channel of doing of Business, which has been time immemorial the constant Usage, totally Overthrown, and many Merchants, Traders, Dealers, Soucars, or Bankers in India, intirely Ruined, if this Mischevious mode of any person Administring to the Effects of the Deceased partner, and binging to an Account a Debtor to the joint Concern for his proportion of what he Owes to the partnership to be paid to the Administrator

of the deceased partner, which cannot be done, as this Defendant is Advised, because the partnership Concerns, are not bound to make good the Seperate Concerns of each Individual, who compose that partnership, so that the Attempt of the Complainant in this particulars to call this Defendant to Account in what, relates to a partnership Concern, is neither fair nor Right, more Especially as the partnership Stands so considerable a Debtor to this Defendant, This Defendant further Answereth and saith, that the Account Current Annexed to de Complainants Bill of Complaint, is not a proper Account Current, but that the Account Current hereunto Annexed is the true and just Account as Subsisting between the partnership and the Defendant.—

This Defendant proceeds to Setforth the particulars Relative to Ragunadoss, which is as follows,— That on or about the fifteenth Day of May which was in the Year One Thousand Seven hundred and Seventy Seven, The Aforementioned Ragunadoss in his Sick Bed, and before his Death, on the same Day about two O'Clock in the afterward, sent for this Defendant and delivered to him and his two Brothers, a Locked and Sealed Escrectore Containing Jewells, in the presence of many People, that were then present, and told them the said Defendant and his said two Brothers, that several Persons had also in their Possession Sundry other Jewells belonging to him the said Ragunadoss, and that he had Ordered them to deliver up the same unto this Defendant and his two Brothers, which said Persons that were so Possessed, promised to deliver up the said Jewells Accordingly, who at the same time desired this Defendant to pay and Satisfy unto his Creditors, the said Ragunadoss the Amount of their several demands, Amounting to Pagodas Eight Hundred or thereabouts, which this Defendant undertook and promised to pay unto them— He the said Ragunadoss did further Recommend to this Defendant that whatever

Juvells belonged to him in this Defendants Possession, and also the Escreitore of Juvells should be remitted to his the said Ragunadoss's Brother, named Ramdoss then residing at Moonemudgoo in the Cuddapah Country as he was the Person that would be Responsible for this Defendant's Accounts — This Defendant says, that on the same day in the Evening the said Ragunadoss died, and before this Misfortune reached him, the said Ramdoss, he the said Ramdoss also died, But the Father of the aforesaid Ragunadoss and Ramdoss Named Vencadatre and the Son of the said Deceased Ragunadoss Named Manoherdoss, they both were then residing at a place called Nermaul to the Northward of Madras, who on the Twenty first Day of June, which was in the same Year, sent a Letter to this Defendant Acquainted him of the Death of his said two Sons Ragunadoss and Ramdoss and having requested this Defendant, that the Escreitore of Juvells and also a ther Parcells of Juvells, which the said Ragunadoss delivered to this Defendant in his lifetime, should be disposed off in order to satisfy this Defendant's Debt, which the said Ragunadoss in his lifetime owed him on the Partnership Account, And if there should be any over plus from the said Sale, he desired this Defendant to remit the same to him, which Letter is in this Defendants Possession and ready to be produced to this Hon'ble Court if required — This Defendant further Says that on the Twenty third Day of August in the same Year One Thousand Seven Hundred and Seventy Seven the said Vencatadre died and left behind him a Grandson named Manoherdoss, who is the Sole Heir not only to the Estate and Effects of his Father the said Ragunadoss, but also to the Estate and Effects

of his Uncle Ramdoss and his Grand Father Vencatadre and According the Usage and Custom of the Goozaret Cast, he the said Manoherdoss took the Management of the Estates of the aforesaid three Persons, who on the thirteenth of November in the same Year One Thousand Seven hundred and Seventy Seven, wrote a Letter to this Defendant and desired him to dispose of the aforesaid Executore of Juvells &c. in the presence of one Gopauldoss, and to pay him One pCent Commission for his trouble, and that the Amount Sale thereof should go in the first instance to pay off this Defend.t after having Shewn the Accounts unto the said Gopauldoss, and by him approved, and also the Accounts of the several Village called Gopaul, Poonah, Cadapah & Moonemudgoo, and likewise the Accounts of this Defendants Brother Ballakistnahdoss, and in Case of any Ballance Appearing on the face of the Accounts in favore of this Defendant, he the said Manoherdoss promised and undertook to be responsible for the same, but in case of a Ballance in favor of Manoherdoss this Defendant was to be answerable to him for the same which said Letter is now in the Possession of this Defendant and ready to be produced to this Hon'ble Court when required — This Defendant further Says that the said Manoherdoss did send another Letter to this Defendant under date the Twenty Second of December in the same year One Thousand Seven hundred and Seventy Seven, wherein he acquainted this Defendant that he had Given a Power of Attorney to one Vencoo Narraindoss to pay whatever Ballance might appear due to this Defendant and that this Defendant was to deliver up to him the several things that were in his this Defendants Possession which said Letter is now in this Defendant Custody and ready to be produced to this Hon'ble Court when required — This Defendant further Saith that on the

the Thirteenth day of April which was in the Year One Thousand Seven hundred and Twenty Eight, the said Vencoo Nawaindoss arrived at Madras, and this Defendant soon after went & and Demanded to have his Account Settled and to be paid & his Ballance and upon payment of which, that the Executor of Sewells and other things belonging to the said Manchendoss should pursuant to his Order be delivered up to the said Vencoo Nawaindoss, when the said Vencoo Nawaindoss intreated this Defendant to have patience, and that he will dispose of the said Executore of Sewells in few days and would Satisfy and Settle this Defendants Account. This Defendant Says that Some Days afterward being the Sixth, of May in the same Year, the said Vencoo Nawaindoss Attorney to the said Manchendoss, took the Key of the said Executor of Sewells from the Widow of the said Nagunadoss and also his Seal and did himself open the said Executore and Sold the Sewells at different times, and the produce thereof from time to time he paid in part of this Defendants Account, as Appears in the Credit Side of this Defendants Account Current hereunto annexed for the Inspection of this Honble Court This Defendt. further Says that the said Vencoo Nawaindoss after Sold the said Sewells went away from hence without Settling the Remainder Account of this Defendant. -

This Defendant lastly Saith that what now Remains in his Hands belonging to the House of Nagunadoss and what Remains belonging to this Defendant is Set forth and particularized in a Schedule or List to this his Answer Annexed. &

All which Matters and things this Defendant is ready and willing to Aver Maintain and Prove as this Honble Court shall direct and Most humbly prays to be hence Dismissed

fully Sustained -

Chas. Bromley
atty Defendt.

A true Translate from the Guzerat Language,
Explained & Interpreted by Seobriah Court Interpreter

Chas. Bromley
atty Defendt.

the Thirteenth day of April which was in the Year One Thousand Seven hundred and Seventy Eight, the said Vencoo Nawaindoss arrived at Madras, and this Defendant soon after went & and Demanded to have his Account Settled and to be paid & his Ballance and upon payment of which, that the Executor of Jewells and other things belonging to the said Manchordoss should pursuant to his Order be delivered up to the said Vencoo Nawaindoss, when the said Vencoo Nawaindoss intreated this Defendant to have patience, and that he will dispose of the said Executore of Jewells in few days and would Satisfy and Settle this Defendants Account. This Defendant Says that Some Days afterward being the Sixth, of May in the same Year, the said Vencoo Nawaindoss Attorney to the said Manchordoss, took the Key of the said Executor of Jewells from the Widow of the said Ragunadoss and also his Seal and did himself open the said Executore and Sold the Jewells at different times, and the produce thereof from time to time he paid in part of this Defendants Account, as Appears in the Credit Side of this Defendants Account Current hereunto & annexed for the Inspection of this Honble Court this Defend.t further Says that the said Vencoo Nawaindoss after Sold the said Jewells went away from hence without Settling the Remainder Account of this Defendant. -

This Defendant lastly Saith that what now Remains in his Hands belonging to the House of Ragunadoss and what Remains belonging to this Defendant is Set forth and particularized in a Schedule or List to this his Answer Annexed. &

All which Matters and things this Defendant is ready and willing to Aver Maintain and prove as this Honble Court shall direct and Most humbly prays to be hence Dismissed

fully Sustained -

Chas. Bromley
atty Defend.t

A true Translate from the Guzerat Language,
Explained & Interpreted by Seobriah Court Interpreter

Chas. Bromley
atty Defend.t

Dr. The Firm or House of Ragunadoss & Co.
as Administrator in Au

1797		
June	18. To Cash paid the following Persons by Order of Ragunadoss before his Death Viz.t	
	To Ring maker	
July	22. To a Bill of Exchange drawn on Nerdraulin favor of Manicherdoss Rupees 203. @ 350. ℔ % Pagodas	
August	3. To Cash paid Cavare Boy the Widow of Ragunadoss	
	17. To Ditto paid Joshua Chelurbooja	
Sept.r	17. To Ditto paid Latchumeboy	
	26. To Ditto paid Samboo Ceasso	
October	22. To Ditto paid Kistnadoss	
	28. To Ballance due from the House of the Deceased Ragunadoss in his life time as Adjusted this Day at Moonemuc-dgoo Village in the Cundapah Country	
	To Ditto ——— Ditto ——— at Pormah	
	To Ditto ——— Ditto ——— at Gaddaval	
	To Ditto ——— Ditto ——— at Cuddapah	
	To Ditto ——— Ditto due to my Brother Ballakist-nadoss Transferred by the Deceased in his Life time to my Account	
	To Ditto ——— Ditto due by Venkatadree one of the Partners and the Father of the said Deceased Ragunadoss	
	To Cash left with the Deceased Ragunadoss in his life time to pay to my Daughter Razeeboy	
	To Ditto paid Gooloshamdoss by Order of Manicher-doss Grand Son of Venkatadree	
	Carried Over D...	

...as Soucar Deceased to which Copauldoss Nayak Sundre Goverdandoss ——— 3 Cr.

1797		
June 14.	By Ballance due to the House of Ragunadoss in his Life time at Madras	66. 31. 40.
16.	By Cash Received of Jagasiver on Account of the said Deceased Ragunadoss House	5. 18. —
16.	By Ditto ——— Ditto of Shantudoss	24. — —
26.	By Ditto ——— Ditto of Shasterloo for one Diamond Brilliant that was Sold by him belonging to the Deceased Ragunadoss Firm	145. 18. —
23.	By Ditto ——— Ditto being the Amount of the Insurance Premium due to the Share of the Deceased Ragunadoss Firm	160. — —
	By Ditto ——— Ditto of Ramdoss's Wife	335. 30. 30.
	By Ditto ——— Ditto Remitted by Ramdoss from Cudapah	215. — —
13	By Ditto ——— Ditto of Roopaw in lieu for two Brilliants that were Sold by him belonging to the Deceased Ragunadoss Firm	960. — —
18.	By Ditto ——— Ditto of Vencoo Pagodadoss	2. 27. —
15	By Ditto ——— Ditto of Vencoo Narrandoss on Account of Ragavadoss Vittaldoss at Swatchenapoly	28. 11. 20.
20	By Ditto ——— Ditto of Vencoo Narraindoss for a Brilliant Sold by him belonging to the Deceased Ragunadoss Firm	752. — —
	...tto ——— Ditto of Ragunadoss Shamdoss for a Diamond Brilliant Sold by him	80. 27. —
	Carried Over Pagodas	2766. 19. 10.

		Brought Over Pag	9778	34	70
1777 Octr	23rd	To Cash paid Bookinge	96	4	40
		To Ditto paid Kirpaus Hankerbut	232	19	55
	28th	To Ditto paid Vaneeram Dava	26	3	30
Decr	20th	To Ditto paid Bostorjee Dava	6	30	30
	22nd	To Ditto paid Deamond Broker	14	"	"
1778 Jany	17th	To Ditto paid Soobroy Poondah	3	5	5
Febry	9th	To Ditto paid Manoker Ragavadoss	3	6	15
	22nd	To Ditto paid Souchoora	22	27	"
April	18th	To Ditto paid Gangaram Rupr 142 or	40	20	65
July	15th	To Ditto paid Culeanadoss Vencoogerend by Order of Gopauldoss & Vencoo-ssent of their Ballance due to th Ramdoss at Moonemudgoo	28	11	20
Octr	28th	To Ditto paid Soorjee Maule	1	25	70
Novr	7th	To Ditto paid Coomurjee Dava	1	15	60
1779 March	10th	To Ditto paid French Diamond Worker	16	"	"
		To Ditto paid for a Bottle of Agua For	1	"	"
1783 Septr	25th	To Interest on the above Sums from dates to this Day @ 9 pr Cent pr Ann	743	9	"
			15	33	60

Pag

A true Translate of the Accounts from the Original in the Guzerate Language Expl and Interpreted by Soobriah - Court Interp

Chas Bro

Attly Defend

1778 Novr	13th	Brought Over Pagodas By Cash received of Vencoo Narraindoss for a Parcell of Jewells Sold by him out of the Escrutore	2766	19	10
1779 Octr	28th	By Ditto ... Ditto of Vencoo Narraindoss for Jewells Sold by him in Retail from the Escrutore	2820	"	"
Decr	23rd	By Ditto ... Ditto of Gocul Vitteldoss for an Arm Jewell Sold by him	2072	28	10
1780 Janry	3rd	By Ditto ... Ditto received of Moorleedoss for Jewells Sold by him from the Escrutore by the Consent of Vencoo Narraindoss	102	"	"
1782 May	11th	By Ditto ... Ditto for 4 Diamond Rings Sold by him	140	27	"
July	4	By Ditto ... Ditto for a Diamond Ring Sold by him for Pagodas 385. 34-70. The Houses 11/16 Share being 11/16 is	344	4	40
Augt	21st	By Ditto ... Ditto for 4 Diamond Brillants Sold by him	265	12	30
1783 Septr	25th	By Interest on the above Sums from their respective dates to this Day @ 9 pr Cent pr Annum	89	28	10
		By Ballance	4074	22	40
			4340	"	"
		Pagodas	17015	33	60

...84 October ... tember 1783 —

300

274

218

9778

A Translate of a List or Schedule of Sundry Articles to which the Within Answer Referrs —

One Escrutore with Jewells of which have Sold and Given Credit in the Account Current hereunto Annexed and the Remainder unsold is of the Value aboute Three Hundred Pagodas which is now in my Possession. —

Two Small Bags Sealed which Ragunadoss Brother Ramdoss left in my Shop in Hoopalla paddy which I have now in my Possession. —

One Small Bag with a Seal and left by Ramdoss's Brother to Ragunadoss in my Shop and which I have in my Care at Goodwall. —

One Small Bag with a Seal left with my Brother Ballakistnadoss by Ramdoss's Brother to the said Ragunadoss at Pomat, which is in my Care. —

Som Diamonds belonging to me the Value of Seven Hundred Pagodas which I have sent to Ramdoss Brother to Ragunadoss at Moonemudgoo for to make some work for the Same. —

A true Translate of the Schedule in the Guzerat Language Annexed to the Answer

Chas. Bromley
Atty Defendt.

Filed 10th Febry 1784 –

The Replication of Gopauldoss of Madras Administrator of all and Singular the Goods and Chattles Rights and Credits of Ragunadadoss late of Madras Soucar Deceased by his Attorney William Lewcock of the same place Inhabitant Complainant to the Answer of Vellapah Sunder Goverdendoss of Madras Soucar or Banker Defendant –

The said Repliant by his said Attorney 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 insufficiencies and imperfections in the Defendants said Answer Contained for Replication thereunto Saith that all and every the Matters and things in and by his said Bill of Complaint are good true Certain and Sufficient in the Law to be Answered unto in such Manner as the same are therein and thereby Setforth and Alledged and that the Answer of the said Defendant is very untrue evasive and insufficient – And the said Repliant for further Replication by his said Attorney saith that he doth Still insist upon and will Maintain that the said Defendant Stands Justly and truly indebted unto him this Repliant in the full and just sum of three Thousand five hundred and fifty two Pagodas Nine fanams and forty five Cash Current Money of Madras as the same is Setforth and Stated by this Repliant in his Bill of Complaint and in the Account Current thereunto annexed Notwithstanding any thing alledged by the Defendant in his Answer to the Contrary And this Repliant by his said Attorney

Saith –

saith that he will in due time prove to the Satisfaction of this Honble Court that the several Articles Charged on the Debet side of this Repliants Bill of Complaint are true and Just According to the Book of Accounts kept by the said Ragunadadoss in his life time which said Book of Accounts is now in this Repliants Possession and ready to be Produced to this Honble Court if thereunto Particularly required This Repliant by his said Attorney Saith that he is Unacquainted with all and every the Matters and things Setforth and Stated by the Defendant in his Answer about the Partnership Account between the said Ragunadadoss Ramdoss Venatadre and Manchardoss and of their being Partners together this Repliant by his Attorney saith that it is well known to most of the Guzarat People in this Settlement that Manchardoss was but an Infant in the Lifetime of his Father Ragunadadoss and incapable of Engaging in or Carrying on a Partnership Business or transactions as stated, Equally incapable was his Father Venatadre he being an infirm Man and Stricken in Years, who never to this Repliants Knowledge was Concerned in Partnership Accounts or Business with his Sons the said Ragunadadoss and Ramdoss neither does it appear in any part of the Books and Accounts kept by the said Ragunadadoss Deceased and which is now in this Repliants possession that he the said Ragunadadoss ever had any partnership Business with the persons Mentioned by the Defendant in his Answer, but on the Contrary this Repliant by his Attorney saith that he will in due time prove to the Satisfaction of this Honble Court that the said Ragunadadoss doth by his own Account appear to be only a Factor or Agent to his Brother Ramdoss for such Goods as was sent to him for Sale for all which said

Goods it appears that the said Ragunadadoss Commission of two p Cent this Repliant by his Attorney Saith that he is Surprized that the Defendant should insert a Number of Matters transactions for a sign to the Business now in Question nor admit any part of them to be true nor is the the Defendant Justly due to him even from the Partnership Account, This Repliant by his Attorney Saith that even Supposing there had been a partly Account Subsisting which this Repliant denies to be the Case Yet this Repliant Conceives with Submission to this Honble Court that he this Repliant as Administrator and Effects of Ragunadadoss hath no Manner of Power would he be Liable to pay the Debts of such Account to be this Repliant being the Administrator of is Liable to pay the Debts Contracted by the said only and not in the Partnership Account for if such existed the Surviving Partners ought to Account to those Concerned or Interested This Repliant by his Attorney Saith that it is Evident to this Repliant that Ragunadadoss at the time of his Death being Defendant as he pretends and falsely alleges Defendant would have most undoubtedly declared Claimant at the time this Repliant made the several demands upon the Defendant for the Delivering up Account of the Goods in his Hands belonging Ragunadadoss but instead thereof the Defendant putting off this Repliant for several Months to Adjust one of his Accomptants named

…mononed …
…ms and in
…land every
…s were In
…ff was also
…gunadoss …
…upon any
…m, but that
…unadadoss
…dant then
…ttorney Gen…
… or even
…due to the
…by his At…
…ne ther
…to him the
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…was Indeb…
…ount as
…50. Saith
…t to the …
…ites Ma…
…Dispute
…e this …
…ble Court
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…Defendant
…larly …
…s they
…are …

are either foreign to the Matters in Dispute or such as in on Wise Concern this Repliant as Administrator to the Deceased Ragunadadoss — he this Repliant having taken out Letters of Administration from before the Kings Ordinary in this Honble Court conceives his Power therein or thereby Limited to Place within the Jurisdiction of this Honble Court that Admitting Accounts between the Interest and Defendant were open and Unsettled as pretended and Stated in the Account — Annexed to his the Defendants Answer at Ponah — Moonemeedgoo Village at Gaddaval or Cuddapah which this Repliant can by no — Means allow, Yet it would be out of the power of this Repliant to intermeddle therewith and therefore he this Repliant is not Chargeable either in himself or as Administrator on account of any of the Matters and things or Charged and Stated in the Defendants said Answer and the pretended Accoun Annexed which this Repliant by his said Attorney saith appears to him Spurious and made up with an Intent to Evade the payment of a just Debt which he the Defendant hath — often Acknowledged to be justly due and Owing to the Estate of the Deceased from him the said Defendant and which this Repliant by his said Attorney will in due time prove to the Satisfaction of this Honble Court — And this Repliant by his said Attorney further Saith that it is well known to the Defendant that he this Replian Administered to the Estate of the Deceased Intestate from a desire of Setting all Matters in Dispute and of Collecting all Monies and Dues for the Benefit of the Son and heir of Intestate and for the Advantage of his Family — all which Matters and Transactions being well known as in Manner aforesaid to the said Defendant It is unjust in him to Attempt so unfair a Mode of Contesting a just Debt as he hath done — in and by his Answer and Cross Bill of Complaint for if any

pretended which this Repliant as Administrator as aforesaid by his said Attorney saith he doth not Admit or beleive — Yet this Repliant saith that the Surviving Partners are alone Responsible and not him this Repliant who having in no one instance interneddled therewith or Set up any Claim therefrom cannot become or be made liable to Answer he this Repliant being the Administrator of Ragunadadoss becomes his Representative Solely and not the Representative of the Firm or House as it is called in the Account Annexed to the Defendants said Answer, which Firm or House Concern or Partnership being by the Defendant — himself acknowledged to be Solvent and in itself able to make Good or pay all Demands upon it or them — the Demand of the Defendant in and by his said Answer or as well as by his Cross Bill ought in Law Justice and Reason to have been made upon those who are the Legal Representatives of such Firm or House or the Surviving Copartners — for as this Repliant never intermeddled therewith or was made Acquainted with such Connections he this Repliant can Say nothing further thereto but Submit to this Honble Court whether the Defendant ought not in fair Justice and Common Honestly to Resort to Where the property is and not to this Repliant who neither Claims them or know any thing regarding them other than what the Defendant hath Stated in and by his said Answer and Cross Bill — And this Repliant Lastly Saith that there is no other Matter or thing as he is Advised in the said Answer of the Defendant that he hath not particularly replied unto which in any Manner concerns him or require him this Repliant to make any other or further Reply Unto

All which Matters and things this Repliant by his said Attorney is ready and Willing to Aver Maintain and prove as this Honble Court shall be pleased to direct and humbly prays as in and by his said Bill he hath already prayed —

Edward Ellis
Atty for the Repliant

72)
Filed 16th Febry 1784

The Cross answer of Gopaul-dass Administrator of all and Singular the Goods Chattels Rights and Credits of Ragunadadass formerly of Madras-patnam Inhabitant and Soucar or Banker Deceased by his Attorney to William Lovecock Defendant to the Cross Bill of Complaint of Vallapah Sunder Govierdandass of Madras Soucar or Banker Complainant

This Cross Defendant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception that may hereafter be had or taken to the many Irregularities Incertainties Errors and Insufficiencies in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as he this Defendant is advised doth materially Concern him to make Answer unto he this Defendant by his said Attorney Answereth and Saith that he this Defendant Either as Administrator of Ragunadadass or otherwise Doth not Stand Indebted unto the Cross Complainant in the sum of four Thousand three hundred and forty Pagodas Current money of Madras or in any other Sum or Sums of money for or upon any Account whatsoever as is most unjustly Stated and Charged in and by the Cross Complainant said Bill of Complaint and this Defendant by his said Attorney Positively denieth ever to have Intermeddled with or Possessed himself of any monies Goods wares or Merchandize belonging to the Firm or House or Copartnership Concerns as in stated shewn and alledged in and by the said Cross Bill of Complaint on the Contrary

73)

this Defendant by his said Attorney Saith that he said Cross Complainant stands well and truely indebted to the Assignee of the Account before that time due from the said Cross Complainant to the Estate of Ragunadadass in the full and just sum of Three Thousand five hundred and fifty two Pagodas Nine fanams and Forty five Cash Current money of Madras which by him this Defendant as Administrator is fully and absolutely transferred made over and Assigned for good and Valuable Considerations — and this Defendant by his said Attorney further Saith that it doth not appear from any Books Papers or Accounts that hath come to his hands Custody or Possession from or belonging to the Estate of the Deceased intestate that any such Partnership Ever Existed as is Suggested Charged and Stated in and by the Cross Complainant in his said Cross Bill of Complaint, But on the Contrary this Defendant by his said Attorney saith that he hath Every just Reason to Suppose that no such Partnership ever did Exist for this Defendant saith that he was intimately Connected with the Deceased Ragunadadass and fully Acquainted with all his transactions Negotiations trafficks Trade and Mercantile Concerns — that he never know of any such Connection or Partnership nor is it likely that any such Business or Partnership could have been Carried on without the knowledge of this Defendant — and this Defendant by way of further answer to the Cross Complainants said Bill of Complaint — Saith that the Father of the Deceased Ragunadadass hath from old age and infirmities been many Years incapable of Business — and that the Son of the Deceased Manakerdass was at the times Stated and Charged a minor Engaged in Business as Charged in the said Cross Bill of Complaint he the said Manakerdass being at the time but Just of Age — and this Defendant by his said Attorney further saith that the Intestate Ragunadadass whose Administrator or Legal Representative this Defendant is — was an

agent —

agent or factor only for his Brother Ramdoss as appears from the sun-
dry Original Books of Account kept by Ragunadadoss in his Life ti
time respecting such Concerns and Transactions which Books of Ac-
counts are in this Defendants Custody and Possession and are ready
to be Produced before this Honble Court if Required - And this Defen-
dant by his said Attorney further saith that Manaherdoss Son to the
Intestate and Heir to the Estate of the said Ragunadadoss being now of
the Age of Twenty One Years or thereabouts he this Defendant having ti
taken upon himself the Burthen and Charge of an Administrator from
no Other motive or inducement than a desire of doing Right and Jus-
tice done to the Son of his Deceased Friend he this Defendant hath as
Administrator as aforesaid delivered an Account Particulars of all his this
Defendants Transactions during his trust as Administrator touching
and Regarding the said Estate and Paid the Ballance of such Monies as
remained in his Hands to the said Son and Heir Consistent with his
trust Save and Except for the Matter in dispute between this Defenda
as Administrator by his Attorney Against the Cross Complainant, Copi
of which Accounts this Defendant Prays leave to annex to this his An-
swer the Originals being in this Defendants Possession are Ready
be Produced when Required from which said Accounts it will appe
that no such Matters Transactions or things as are unjustly Exhibited
Charged and Stated in by the Cross Complainants Bill of Complaint ca
came to the Knowledge Custody hands or Possession of this Defendan

All which Matters and things this Defendant by his said At
is Ready and Willing to Aver Maintain and Prove to the Satisfaction of this Ho
Court and therefore Prays that the said Cross Bill may be hence Dismissed
with Costs. —

Edward Ellis
Atty for the Cross Defendant

Dr. The Estate of Ragunadadoss in Account Current with Goupaldoss the Administrator

To Cash paid to Vencoodoss Ramdoss being so much due to him as appears by the Deceased's Accounts	62	20	50
" Do. Do. to Manausaram Vittelljee Do.	3	20	50
" Do. Do. to Myself being so much due by the Deceased as per Account	500	"	"
" Do. Do. to Paundia in Raujah Ram Chambon	10	"	"
" Do. Do. to Mr. John Sykes for his & the Register Fees for Letter of Administration	30	1	–
" Do. Do. to Mr. John Sykes to Demand a Bond from One Doordee Kistnah belonging to the Deceased which he had in his Possession and refused to Deliver	56	"	"
" Do. Do. to Vencoodoss the Deceaseds Accountant in Order to Settle the Accounts	42	22	–
" Do. Do. Servant Wages	14	15	10
" Do. Do. to Raupaodoo the Peon	27	32	30
" Do. Do. to Bandy Narrain a Peon to go to Neermaul to acquaint the Decd.s Family of his Death	12	"	"
" Do. Do. Commission at 1 per Ct. or Bulses of Diamonds Sold to Mr. Hollond	113	36	60
" Do. Do. the Deceased's Wife Cauvery Boy	2	"	"
" My Commission on Pags. 3263. 4.30 at 5 per Cent	163	13	–
	1037	34	30
" Cash paid to Manhahordoss the Deceaseds Son	2225	12	"
Pagodas	3263	4	30

Madras 2d. Febry 1784

Errors Excepted

(Signed) Gopauldoss Admor of Ragunadadoss

A true Copy

Edward Ellis

Atty for the Cross Defendt.

Cr.

By Cash received from Mr. Hollond for Diamonds Sold him	2219	"	"
" Do. Do. of Ragunadadoss Shandoss for a Diamond Sold him	117	22	–
" Do. Do. of Mr. Miguel an Armenian for a Bulse of Diamond Weighing 4 1/8 Mangalins sold him	51	6	–
" Do. Do. of Sawmy Mr. Hollonds Deebash the Acct. of his Bond due to the Deceased	57	38	40
" Do. Do. from the Sale of 9 Brilliants	156	42	10
" Do. Do. of Sheetaramah Iyah for a Brilliant Sold him	106	38	40
" Do. Do. received of Mr. Miguel for a Bond of Mr. Sykes's for Pags. 500 upon Discount of Pags. 25	475	"	"
" Do. Do. the Amount Sale of a Brilliant	14	11	–
" Do. Do. 2 Rose Diamonds	24	32	30
" Do. Do. the Ballance of Ragunadadoss Shamdoss account due to the Deceased	39	23	70
Pagodas	3263	4	30

List of Outstanding Debts due to the Estate of Ragunadadoss Deceased as Appears by the Accounts kept by the Deceased Vizt.

1777 May	15th	The Amount of Several Rings Precious Stones &c. &c. as per Account Particular Annexed in a Bill of Complaint which appears to have been delivered by the Deceased in the Hands of Vellapah Sunder Goverdendoss and upon the Settlement of Accounts a Ballance appears to be due by him for which a Bill of Complaint is filed by the Attorney and Assignee	3552	9	45
	"	Due from Mackay Mooteah as per account	35	16	40
	"	Due from Vencadatrey Gangadoss 546 Pagd. 30 fl. 20 Cash for which Sum it appears that he has pouned Precious Stones &c. to the Value of Pagodas 402, 22 which Precious Stones Was by the Deceased in his lifetime given to Several Persons to be Despoused all of them Now deny to have received any such thing as Mentioned in this Deceased's Books	546	30	20
	"	One Ring Valued for Pagoda 25 & one Rose Diamond Valued for Pagodas 12 are in the hands of Avadanum Paupiah which he Now Denys	37	"	"
	"	Due by Gocauldoss Vettell doss upon Account 85 Pagd. besides which 2 Rings	85	"	"
	"	Due by Comegoorey Gopauldoss upon Account	4	40	"
	"	Do. by Pottey Govendeen	139	10	"
	"	Do. by Jeevendoss Moolackan upon Account also one Diamond & One Diamond Top Ear Ring	20	10	40
	"	Do. by Vencoosan Kistnadoss upon Account	104	"	"
		Carried Over Pagodas	452[illegible]	[illegible]	[illegible]

		Brought Over Pagd.	4524	32	65
		Due by Lauldoss Vellapah Doss upon Account	26	26	"
		Do. by Vettelldoss Prooshottom Do.	9	"	"
		Do. by Bagavandoss Prooshotton Do.	46	38	40
		Do. by Shaumdoss Prooshottom Do.	99	33	"
		Do. by Tauker Nall Kaunta Do. Rupt. 304 1/8	23	10	"
		Do. by Naik Beeman Naik Do.	20	"	"
		Do. by Gopaul Kistnah Do.	10	"	"
		Do. by Vydeyapah Do.	22	"	"
		Do. by Masalamayah Do.	26	38	40
		Do. by Cashavyah Dubash to Mr. Hollond Do.	538	37	"
		Do. by Connutty Soor Chitty Vincanah	53	"	"
		Do. by Kistnah Sawmy Nabobe Dubash Rupt. 100 & 5 Rings & 1 Pearl			
		Do. by Shaurboy upon Account	8	17	"
		Do. by Yaganhey Do.	5	22	"
		Do. Douchanah Moorley	14	22	"
		Do. Dava Naik Moodelliar 8 Rose Diamonds & 2 Diamonds Valued	14	28	"
		Pagodas	5444	10	65

The Deceased Owes to the following Persons which the Administrator has as yet Satisfyed Owing to their Disputing delivered the Deceased's Property in their Hands which the Administrator Supposes to be of Equal Value Vizt.

Due to Vettell Shaumdoss upon Account		13	"	"
Prooshotom doss	Do.	2	23	"
Do. Crubasankas Mettah	Do.	18	23	"
Do. Balapandroo Narasey	Do.	70	20	"
Do. Vencoo	Do.	48	34	"
Pagodas		153	16	"

Madras 2d. Febry 1784

Errors Excepted

(Signed) Gopauldoss

Admor. of Ragunadadoss

A true Copy

Edward Ellis

Atty for the Cross Defendt.

Filed 20th April 1784 –

The General Rejoinder of Vallapah Sunder Goverdendoss of Madras Soucar or Banker Defendant to the Replication of Gopauldoss of the same place Administr. of all and Singular the Goods and Chattels Rights and Credits of Ragoonadadoss late of Madras aforesaid Soucar Deceased by his Attorney William Lewcock of the same place Inhabitant 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 Untruths Uncertainties Insufficiencies and Imperfections in the said Replication Contained for Rejoinder thereunto Saith that he will Aver Justify Maintain and prove all and Singular the Matters and things Contained in this Defendants Answer to be Good Certain and Sufficient in the Law to be Replyed 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 Says as in and by his said Answer he hath Already said and doth and will Aver and maintain all things and things therein Contained to be true and Certain is such Manner and form as they all and every of them are therein Alledged and Setforth –

All which Matters and things this Defendant is Ready and willing to Verify maintain and prove as this Honble Court shall Direct and most humbly Prays as in and by his said Answer he hath already Prayed –

Chas. Bromley
Atty Oreg. Defendt.

Filed 20th April 1784 –

The General Cross Replication of Vallapah Sunder Goverdendoss to the Cross Answer of Gopauldoss Administrator to Ragunadadoss by his Attorney William Lewcock –

The said 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 Defendants said Cross Answer contained for Cross Replication thereunto Saith that all every the Matters and things in and by his said Cross Bill of Complaint are good true certain and Sufficient in the Law to be Answered unto in such manner as the same are therein and thereby Setforth and Alledged and that the Answer of the said Defendant is very untrue Evasive and insufficient for this Repliant to make any further or other Replication thereunto and this Repliant also Saith as in and by his said Bill he hath already said does and will Aver maintain all and every thing and things therein to be true and certain is such Manner and form as they and every of them therein alledged and Setforth –

All Which Matters and things this Repliant is ready and Willing to aver maintain and prove as this Honble Court shall direct and most humbly prays as in and by his said Bill of Complaint he hath already Prayed –

Chas. Bromley
Atty Cross Defendt.

Filed 27th April 1784—

The General Cross Rejoinder of Gopauldoss of Madras Administrator of all and Singular the Goods and Chattels Rights and Credits of Ragunadadoss late of Madras Soucar Deceased by his Attorney William Lewcock of the same place Inhabitant Defendant to the Cross Replication of Vellapah Sunder Goverdendoss of the sane place aforesaid Soucar or Banker Cross 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 untruths uncertainties Insufficiencies and Imperfections in the said Cross Replication contained for Rejoinder thereunto Saith he will aver justify maintain and prove all and Singular the Matters and things Contained in this Cross Defendants Cross Answer to be good Certain and Sufficient in the Law to be Replyed unto in such Manner am form as the same are therein and thereby Setforth and Alledged and that the said Cross Replication is very untrue Evasive and Insufficient for this Cross Defendant to make any further or other Rejoinder thereunto and this Defendant further Says as in and by his said Cross Answer he hath already said and doth and will Aver and Maintain all things and things therein Contained to be true and Certain in such Manner and form as they and every of them are therein Alledged and Set forth

All which Matters and things this Defendant is ready and Willing to Verify Maintain and prove as this Honble Court shall Direct and most humbly Prays as in and by his said Cross Answer he hath already Prayed—

Edward Ellis
Attr for the Cross Defendt.

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause and Cross Cause now Depainding and at Issue in the Honble the Mayors Court at Madraspatnam wherein Gopaldoss Administrator to he Estate and Effects of Ragunadadoss Deceased by his Attorney William Lewcock is Original Complainant and Cross Defendant and Vellapah Sunder Goverdendoss Original Defendant and Cross Complainant—

On the part and Behalf of the said Original Complainant and Cross Defendant.

Interrogatory 1st To all the Witnesses } Do You know or do You not know the parties Complainant and Defendant in the title of these Interrogatories named or either and which of them—If Yea? how long have you so known them or either and which of them particularly Set forth and Declare to the best of your Knowledge Remembrance and Belief

Bauwany Shauker & Condoor Permall Chilly } Do you know or can you Setforth whether Ragunadadoss did whilst Living Carry on a Partnership Business or Trade with his Father Vengadatry his Brother Ramdoss and his Son Manhardoss or that they kept any Bankers Shop Firm or House known by the Name title or Description of the Firm or House of the said deceased and his Father and Brothers and Son as Copartners and in their Joint Names to your certaint knowledge was any such House or Firm kept either in Madras or any other part or place in the Country If such Copartnership Concern Firm or house was ever in Existance would you or would you not have come to the knowledge thereof by your being particularly acquainted with Ragunadadoss in his life time, had You or had you not any and what Dealings and Transactions with Ragunadadoss in—

in his life time Were you ever in the Course of such your Dealings or Transactions given to Understand that the said Ragunadadoss Had a Copartnership or joint Concern Firm or House in Conjunction with his Father Brother or Son or any other person or persons and whom the whole of these Matters as you know, have heard or do believe together with Your Reasons for such your Belief set forth and the Truth Declare

Nagappyah . . Was you or was you not ever If Yea! how long and when Employed by Gopauldoss in the Settle of these Interrogatories Named to assist him in the Examining all and every or what parts of the Accounts belonging to the Estate of Ragunadadoss deceased If Yea! did you or did you not thereby become well Acquainted with all and every particular of the Accounts and Books belonging to the Estate of the said Ragunadadoss and did you or did you not after Examine all and every the said Accounts and Books which were so kept by the said Ragunadadoss in his life time are they or are they not partly Wrote in his own proper Hand Writing and partly in the Hand Writing of his Gomastah or Clerk did You or did You not upon Examining of the Accounts and Books belonging to the Estate of Ragunadadoss Deceased find any article Entry or Account or Title Signed described or marked therein purporting or Stating a Partnership Account between the said Ragunadadoss his Father Venkadatry his Brother Ramdoss or his Son Manhardoss or either and which of them or did you see any other Books or Accounts kept for that purpose or ever there any Papers or Accounts belonging to the said Ragunadadoss kept withheld away or Secreted from you by the said Gopauldoss, do You know or can you set forth from what you have

that there was a Partnership Shop or House belonging to Ragunadadoss his Father Brother or Son known by the Name of Ragunadadoss's Firm or House in Conjunction with his said Father, Brother and Son or how otherwise the whole of these Matters set forth and the truth or Belief together with your Reasons for such your Belief

Vencoo doss 4th . . . . Was you or was you not present at any time or times and how often when Gopauldoss Since administering to the Estate and Effects of Ragunadadoss deceased have Requested the Original Defendant in the Title of these Interrogatories Named to deliver unto him an Account Particulars of the Estate and Effects of Ragunadadoss deceased in his Possession and did or did not the said Original Defendant often Promise so to do did or did not the said Original Defendant at last in Your presence Order Jerah his the said Original Defendants Accomptant or who else to Shew unto the Original Complainant the Books of Account kept by the said Original Defendant of the Estate of Ragunadadoss Deceased and did you or did you not by the desire of the said Gopauldoss take a Copy of the said Account did the said Original Defendant or the said Jerah or any other person or persons for them at the time of giving such Accounts Say either to you or to the said Gopauldoss that there were other Accounts belonging to the Estate of the said Ragunadadoss in favor of the Original Defendant Look at the paper Writing now produced and Shewn to you at this the time of your Examination marked A is or is not the same a Copy wrote or taken by you from the Books of Account kept by the Original Defendant and is not the whole there of your proper Hand Writing the truth declare to the best of your knowledge recollection and Belief together with your Reasons for such your Belief

Edward John Holland Esq. Did you or did you not Some time after the death of Ragunadadoss pay to Gopauldoss as Administrator

Administrator to the Estate and Effects of the said Ragunadadoss Deceased and in the Title of these Interrogatories Named the Sum of Pagodas two Thousand two hundred and Nineteen was or was not the same due from you to Ragunadadoss's Estate and was or was not the Original Defendant Acquainted that such a sum of Money was by you due to the Estate of the said Ragunadadoss deceased or that any other and what Sum was due the truth declare —

Nay

Niniapah 6th — Was you or was you not Dubash to Mr. John Sykes in his lifetime If Yea? how long were you in that Station or Capacity to him was he or was he not Indebted unto Ragunadadoss If Yea? to what Amount was he so Indebted did or did not the Original Defendant or who for him [illegible] from the said Mr. John Sykes in favor of the Origin[illegible] plainant for the Payment thereof and was not the given to the Original Complainant and did or did not John Sykes pay and Discharge the Amount of the sa[illegible]nd as due to the Administrator of Ragunadadoss If Yea [illegible]om did he pay the same as Administrator the truth De[illegible]

Jaganuth Shaukerdoss and Verdapah } 8th Was you or was you [illegible] Acquainted will Manhardoss before and at the time of the [illegible]th of his Father Ragunadadoss his Uncle Ramdoss and his [illegible]and Father & Vencatatry was he or was he not [illegible] and under Age If Yea how Old was, he an[illegible] he [illegible] Death of the Father or son After a[illegible] Tr[illegible] Bu-siness either of his own or [illegible] his [illegible]

kind or Nature and did he ever to your knowledge or belief Jointly with his Sons Ragunadadoss Ramdoss and his Grandson the said Manhardoss carry on a Partnership Trade or Business as a Soucar's Shop Bank House or Firm either in Madras or any other place or places whatsoever known by the name of Ragunadadoss Ramdoss Vencadatry and Manhardosse's Shop Bank house or Firm the truth declare —

[illegible]yah 8th — Have you or have You not at the time of your Examining all and every the Accounts Books Papers &c. belonging to the Estate and Effects of Ragunadadoss Deceased found Several Charges made by Ragunadadoss upon his Brother Ramdoss for Commission or Goods sent to him for Sale is or is not the Commissions in Several of the Place Marked Received and some few Marked as due to him from his Father Brother and Son from what you have Seen in the Books of the said Ragunadadoss is it Customary for those of the Guzarat Cast to keep Partnership Books in the Manner that Ragunadadoss kept are you or are you not Convinced from what you have seen that the said Ragunadadoss Deceased had no Joint Concern with his Father Brother and Son the truth Declare —

[illegible]t Interrogatory [illegible] the Witnesses } Do you know of any other Matter or things 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 Original Complainant and Cross Defendant in the Title of these Interrogatories Named If Yea declare the same as You know have heard or do beleive together with the Reasons of such Your Belief as fully and Particularly as if you had been thereunto particularly Interrogated —

Interrogated —

Edward Ellis

attg for the Original Complt. and Cross Defendt.

Account delivered by Vellapah Sunderdoss —

1777 July	30th By the Amount of a Bill of Exchange Sent to Nermall on the Deceased Ragunadadoss's Account being Rupees 203, Each 362½ ₱% Pagr.	53.
Augt.	12th By Cash paid to Cauvery Boy	10.
	22nd By do. do. to Josey Chettoor Booje	2.
Septr.	20th By do. do. to Lalcharna Boy	14.
	29th By do. do. to Shambos Veas	54.
Octr.	28th By do. do. to Kestnadoss	100.
	29th By do. do. to Bookenjee Davay	96.
	By do. do. to Crubasankar Dut	232.
Novr.	5th By do. do. to Veyney Rauner Davay Rupees 31¼ & Pagr. 17. 7. 10. each @ 362½ Rupees ₱% Pagr.	24.
	By do. do. to Gangeey Raum Punday Rupr. 142. each @ 362½ Rupees ₱% Pagr.	39.
Decmr.	26th By do. do. to Boodoorjee Davay	6.
1778.	28th By do. do. to Comoala Sorrabayah	14.
Jany.	10th By do. do. to Soobarayah Punday	3. 6.
	28th By do. do. to Maunavardoss Ragunadoss	3. 7.
Febry.	10th By do. do. to Saucharaboy	22. 32
Novr.	21st By do. do. to Coomoojee Davay 5¼ Rupees Each @ 362½ ₱% Pagr.	1. 19
	22d By do. do. to Chauboy Raugah Maul Rupr. 6 Each @ 362½ Rupees ₱% Pagr.	1.
1779 April	5th By do. do. to Mongey French Man	16.
	By do. do. for a Battle of Agua Forte	1.
		697

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

Interpreter

This Exhibit Marked A was shewn to Vendoodoss at the time of his Examination before me On the Part of the Origl. Complainant and Cross Defendant in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Gopauldoss is Original Complt. & Cross Defendant & Vellapah Sunder Goverdendoss is Original Defendant and Cross Complainant on the 23rd Day of July Anno Domine 1784. —

Oliver Colt

Examr.

Between Gopaldoss administrator to the Estate and Effects of Ragunadadoss deceased by his Attorney William Lewcock Original Complainant and Cross Defendant and Vellapah Sunder Goverdendoss Original Defendant and Cross Complainant.

On the Part of the Original Complainant and Cross Defendant.

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

Coottoor Permall Chitty of Madras Shroff Aged 40 Years or thereabout being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the 22nd Day of July 1784 Signified at the Office of Mr. Charles Bromley — who is Attorney for the Original Defendant and Cross Complainant by Kistnah 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 Original Complainant and Cross Defendant Gopaldoss in this Cause, and that he hath so known him twenty Years or thereabouts — and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him fourteen or fifteen Years — and more Saith not to this Interrogatory. —

2nd To the Second Interrogatory this Deponent saith, that he doth

Mayor's Court at
Madraspatnam

Between Gopaldoss administrator to the Estate and Effects of Ragunadoss deceased by his Attorney William Leweck Original Complainant and Cross Defendant and Vellapah Sunder Gorendoss Original Defendant and Cross Complainant.

On the Part of the Original Complainant and Cross Defendant.

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

Coottoor Pernall Chitty of Madras Shroff Aged 40 Years or thereabout being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the 22nd. Day of July 1734 Signified at the Office of Mr. Charles Bromley – who is Attorney for the Original Defendant and Cross Complainant by his Peon 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 Original Complainant and Cross Defendant Gopaldoss in this Cause, and that he hath so known him twenty Years or thereabouts – and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Gorendoss in this Cause, and that he hath so known him fourteen or fifteen Years – and more saith not to this Interrogatory. –

2nd To the Second Interrogatory this Deponent saith, that he doth

know that whilst Ragunadadoss alive he did not carry on a Partnership business or trade with his Father Vencadaty his Brother Roondoss his Son Manhardoss or that he kept any Bankers Shop, Firm or House known by the Name Title or discription of the Firm or House of the said Deceased, and his Father, Brother or Sons as Copartners and in their Joint Names This Deponent saith to his certain knowledge there was no such House kept in Madras or any other Part or Place in the Country This Deponent saith that if Such Copartnership Concern Firm or House had ever been in Existance he would have come to the knowledge thereof by his being particularly acquainted with Ragunadadoss in his life time This Deponent further saith that he had Several money dealings and other transactions with Ragunadadoss in his lifetime, and that in the Course of Such dealings or Transactions he was never given to understand that the said Ragunadadoss had a Copartnership or joint Concern Firm or House in Conjunction with his Father Brother or Son or any other Person or Persons whatever, and more saith not to this or the last Interrogatory. —

Oliver Colt
Examined

Mayor's Court at
Madraspatnam

Between Gopaul Doss administrator to the Estate and Effects of Ragunadadoss Deceased by his Attorney William Lewcock Original Complainant and Cross Defendant and Vellapah Suder Gowerdendoss Original Defendant and Cross

Complainant.

On the Part of the Original Complainant and Cross Defendant.

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

Nagapyah of Madras Writer or Account Keeper Aged 41. Years or thereabouts — being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the 16th Day of September 1784. Signified at the Office of Mr. Charles Bramley who is Attorney for the Original Defendant and Cross Complainant by Kistnah 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 Original Complainant and Cross Defendant Gopaul Doss in this Cause, and that he hath so known him ten Years or thereabouts — and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Gowerdendoss in this Cause, and that he hath so known him from his Infancy — and More Saith not to this Interrog —

3d ..... To the Third Interrogatory this Deponent Saith, that one Year after the death of the said Ragunadadoss, he was employed by Gopaul Doss, in Title of these Interrogatories four Months to assist him in the Examining all and every parts of the Accounts belonging to the Estate and Effects of Ragunadadoss deceased, and that he thereby become well acquainted with all and every particular of the said Accounts and Books belonging to the Estate of the said Ragunadadoss and that he frequently examined all and every the said Accounts and Books — which

which were so kept by the said Ragunadadoss in his Life time and that they are partly wrote in his own hand writing and partly in the hand writing of his Gomastah or Clerk This Deponent further saith that he did not upon Examining of the Accounts and Books belonging to the Estate of the said Ragunadadoss deceased find any Article Entry or Account or Title Signed described or Marked therein purporting or Stating a Partnership account between the said Ragunadadoss his Father Vencatadry his Brother Ramdoss or his Son Manhardoss or either of them, or any Partnership whatever. This Deponent further Saith that he did not see any other Books or Accounts kept for that purpose, and believes that there were no Papers or Accounts belonging to the said Ragunadadoss kept with held or any way Secreted from him by the said Gopaul Doss This Deponent further Saith that he never know nor has he ever heard in Public or otherwise that these was a Partnership, Shop or House belonging to Ragunadadoss his Father Brother or Son known by the name of Ragunadadoss's Firm or House in Conjunction with his said Father, Brother and Son — and more saith not to this Interrogatory. —

8th . . . . . To the Eighth Interrogatory this Deponent Saith, that he did at the time of his Examination all and every the Accounts, Books and Papers &c. belonging to the Estate and Effects of Ragunadadoss find several charges made by Ragunadadoss upon his Brother Ramdoss for Commission on Goods Sent to him for Sale and that the Commissions in Several of the Place are marked Received but this Deponent saith that there was no mention, or mark made of any that were due from his Father, Brother or Son This Deponent further saith that it is Customary for the Guzarat Cast to keep Books in the manner that Ragunadadoss kept his and that he is convenced from what he has

Seen that the said Ragunadadoss deceased had no joint Concern with his Father Brother and Son — and more Saithe not to this or the last Interrogatory. —

Oliver Colt
Examr.

Mayor's Court at Madraspatnam

Between Gopaldoss Administrator to the Estate and Effects of Ragunadadoss Deceased by his Attorney William Lewcock Original Complainant and Cross Defendant and Vellapah Sunder Goverdendoss Original Defendant and Cross Complt.

On the Part of the Original Complainant and Cross Defendant.

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

Vencoodoss of Madras Merchant Aged 60 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the 23rd Day of July 1784 Signefied at the Office of Mr. Charles Bromley who is Attorney for the Original Defendant and Cross Complainant by Kistnah 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 Original Complainant and Cross Defendant Gopaldoss in this

this Cause, and that he hath so known him ten Years or thereabouts
— and that he doth know the Original Defendant and Cross Com-
plainant Vellapah Sunder Govendedoss in this Cause, and that
he hath so known him the same time — and More Saith not
to this Interrogatory. —

4th — To the fourth Interrogatory this Deponent saith, that he was
present about three or four different times when Gopaul doss —
since adoministering to the Estate and Effects of Ragunadadoss —
deceased has requested the Original Defendant in the Bills of
this Interrogatories Named to deliver unto him an Account Par-
ticulars of the Estate and Effects of Ragunadadoss Deceased in
his possession and that the said Original Defendant promised
often so to do and that the said Original Defendant at last in this
Deponents presence ordered Seriah his the said Original Defendts
Accomptant to Shew unto the Original Complainant the Books
of Account kept by the said Original Defendant of the Estate of
Ragunadadoss deceased — and this Deponent
he did by the desire of the said Gopaul Doss to
said Account, but that neither the Original
the said Seriah or any other Person or Persons
time of giving such Accounts said either or
to the said Gopaul Doss that there were
longing to the Estate of the said Ragunad
of the Original Defendant. This Deponent
-wing to him at this the time of his Examination
on marked A. that the same is a Copy wrot
the Books of Account kept by the Orig
that the whole thereof is this Deponent

and Son — and more

Firm or House

, that he did at the

unts, Books and

Ragunadadoss and

Brother Ramdoss

that the Commissions

Deponent saith

ny that were due from

urther saith that this Cus-

ss in the manner that he

from what he has

and more Saith not to this or the last Interrogatory. —

Oliver Colt
Exam.

Mayor's Court at
Madraspatnam

Between Gopauldoss Administrator to the Estate and Effects of Ragunadadoss Deceased by his Attorney William Lewcock Original Complainant and Cross Defendant and Vellapah Sunder Govendedoss Original Defendant and Cross Complainant.

On the Part of the Original Complainant and Cross Defendant

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

P. Holland of Madras Senior Merchant in the Honble Comp
30 Years or thereabouts — being produced as a Witness in this
before the Original Complainant and Cross Defendant was on
Vencoodoss of ember 1784. Signified at the Office of Mr. Charles Bromley
produced as a Witness the Original Defendant and Cross Complainant by Rustuk
and Cross Defendant left him a Note of the Name Title and Place of Abode of the
Office of Mr. Charl Stewards on the Same Day being Sworn and Examined Deposith
and Cross Complain
of the Name Title an 1st Interrogatory this Deponent saith, that he doth know
the Same De being nal Complainant and Cross Defendant Gopauldoss in this
2d to 4th and that he hath so known him a little, but doth not remem-
join the 5th long — and that he doth know the Original Defendant
5th Cross Complainant Vellapah Sunder Govendedoss in this

Cause, but does not remember how long he has so known him — and more saith not to this Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith, that jointly with his Brother Mr John Holland he had a concern in business with Ragonadadoss Vencatary in his life time — and was indebted to the Estate at his Decease which to the best of this Deponent recollection he paid to Gopaul doss Govindoss and Vencoba Narrain doss as administrators to the Estate of the said Ragonadadoss not in the Sum of two Thousand two hundred and Nineteen Pagodas, but Something more — This Deponent saith that he doth not know whether or not the Original Defendant was acquainted that Such a Sum of Money was due by him to the Estate of the said Ragonadadoss — and more saith not to this or the last Interrogatory —

J Spalding
Exam.r

Edw.d Jn.o Holland

Mayors Court at
Madraspatnam

Between Gopaul doss administrator to the Estate and Effects of Ragonadadoss deceased by his attorney William Lewrah Original Complainant and Cross Defendant and Vellapah Sunder Govendoss Original Defendant and Cross Complainant. —

On the Part of the Original Complainant and Cross Defendant

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

Nincapah of Madras Dubash Aged 42 Years or thereabouts being produced

as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant was on the 20th Day of October 1784 Signified at the Office of Mr Charles Boomley who is his Attorney for the Original Defendant and Cross Complainant by his Clerk 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 follow.th —

1st ..... To the first Interrogatory this Deponent Saith, that he doth know the Original Complainant and Cross Defendant Gopaul doss in this Cause, and that he hath so known him Ten Years or thereabouts — and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Govendoss in this Cause and that he hath so known fifteen Years or thereabouts — and more saith not to this Interrogatory —

6th ..... To the Sixth Interrogatory this Deponent Saith that he was Dubash to Mr Sykes in his life time and that he served him in that Capacity about Twenty Years This Deponent further saith that his said Master was indebted jointly to Ragonadadoss Moorlydoss and Vellapah Sunder Govendoss the sum of thirteen hundred Pagodas, on account of Diamonds purchased from them and this Deponent further Saith that the said John Sykes did grant a receipt or note of hand for that Sum to Ragonadadoss as being the principal patner and manager of the said Partnership and that after the death of the said Ragonadadoss the other Partners to wit Moorlydoss and Vellapah Sunder Govendoss waited upon the said John Sykes and demanded payment of the said Note, that the said John Sykes had so given and made out in favor of the said Ragonadadoss deceased This Deponent further Saith that the said John Sykes told them he could not comply with their demand unless Some Person was appointed to Administer to the Estate of the said Ragonadadoss from whom he might receive a regular Discharge, for the said note of hand which he had passed in the Name of said Ragonadadoss This Deponent further saith that the said Moorlydoss and Vellapah Govendoss

were Satisfied with the reasons that the said John Sykes gave them for the present for delaying payment of the said note But that some time afterwards the said Moorly doss and Vellapah Sunder Gowrdendoss returned to the said John Sykes's House, in Company with Gopaul doss the Administrators to the Estate & Effects of the deceased Regunadad ss and again demanded payment of the said receipt granted by the said John Sykes to the said Regunadadoss This Deponent further saith that the said Gopaul doss Moorly doss and Vellapah Sunderr Gowrdendoss offered incase the said John Sykes was unable at that time to discharge the said Sum to take and receive every one of them Seperately from the said John Sykes a Note of hand for their respective Shares of the said thirteen hundred Pagodas and that the said John Sykes accordingly accepted their Offer and executed and granted two Bonds one of which was to Gopaul doss or Regunadadoss Share of the said thirteen hundred Pagodas, the other to Vellapah Sunder Gowrdendoss and Moorly doss for their Share of the thirteen hundred Pagodas, and this Deponent further Saith that the above bonds have since been discharged and cancelled by the said John Sykes and more saith not to this Interrogatory

To the last Interrogatory this Deponent Saith that Vellapah Sunder Gowrdendoss carried on the above business through the means of his Gomastah or Agent and more Saith not to this Interrogatory

Oliver Colt
Exam.

Ninapah

Mayor's Court at
Madraspatnam

Between Gopaul doss Administrator to the Estate and Effects of Regunadadoss Deceased Sykes Attorney of William Lawcock Original Complainant and Coss Defendant and Vellapah Sunder Gowerdendoss Original Defendant and Coss Complainants

On the Part of the Original Complainant and Coss Defendant

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

Jaganath Shaukerdoss of Madras Merchant Aged 35 Years or thereabouts being produced as a Witness in this Cause on the Part of the Original Complainant and Coss Defendant was on the 4th Day of August 1784 Sworn in the Office of Mr Charles Brownley who is Attorney for the Original Defendt and Coss Complainant by Ristnah 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 Original Complainant and Coss Defendant Gopaldoss in this Cause, and that he hath so known him fourteen Years or thereabouts and that he doth know the Original Defendant and Coss Complainant Vellapah Sunder Gowerdendoss in this Cause, and that he hath so known him ten Years or thereabouts — and more Saith not to this Interrogatory

7th ..... To the seventh Interrogatory this Deponent saith, that he was acquainted

with Manhardoss before and at the time of the death of his Father Ragunadadoss his Uncle Randoss and his Grand Father Vencatadry and that he was then a Minor, under twenty Years of age and that he doth know that before and after the death of his Father he transacted business of his own in Partnership with either his Father, Uncle, or Grand Father This Deponent saith that Vencatatry was an Infirm Aged man, but transacted his own business Separately until his death. This Deponent further saith that Vencadatry to his knowledge never did jointly with his Sons Ragunadadoss Ramdoss or his Grandson the said Manhardoss, carry on a Partnership Trade or business as a Soucars Shop Bank House or Firm either in Madras or any other place or places whatsoever known by the name of Ragunadadoss Ramdoss, Vencadatry and Manhardoss Shop Bank House or Firm, but that they all carried or business Separately and on their own Account — and more Saith not to this or the last Interrogatory. —

Oliver Colt
Examr. —

Mayor's Court at
Madraspatnam

Between Gopaldoss Administrator to the Estate and Effects of Ragunadadoss Deceased by his Attorney William Lewcock Original Complainant and Cross Defendant and Vellapah Sunder Goverdendoss Original Defendant and Cross Complt.

On the Part of the Original Complainant and Cross Defendant.

the Examiner in this Court as followeth —

Vedapah of Madras Broker Aged 53 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the 2nd Day of August 1784 Signefied at the Office of Mr. Charles Bromley who is Attorney for the Original Defendant and Cross Complainant by Kistnah 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 Original Complainant and Cross Defendant Gopaldoss in this Cause, and that so known him ten or fifteen Years — and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him twelve or fifteen Years — and more Saith not to this Interrogatory. —

7th ..... To the Seventh Interrogatory this Deponent saith that he was acquainted with Manhardoss before and at the time of the death of his Father Ragunadadoss, and that he was then a Minor and about the age of Nineteen and twenty, this Deponent further saith that Manhardoss during his fathers life time assisted him in carrying on different hunches of business — and that after his father death he carried on the business of his fathers House in his own name — this Deponent saith that he never heard or ever knew of Manhardoss being in Partnership with his Father, Uncle or Grand Father or with any other Person whatever, and this Deponent saith that he knows nothing more of the Subject required by this Interry — and more Saith not to this or the last Interrogatory —

Oliver Colt
Examr.

Additional Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Original Complainant and Cross Defendant in a certain Cause now Depending and at Issue in the Honble the Mayors Court at Madras patnam wherein Gooppaldoss Administrator to the Estate and Effects of Ragunadadoss is Original Complainant and Cross Defendant and Vellapah Sunder &c Gooverdendoss Original Defendant and Cross Complainant.

Witnesses Names
Thaseeldaar Sumboo Chitty
Dasjat-
Manikantham Davay

Interrogatory 1st to Thaseeldaar Sumboo Chitty Dasjat-Manikantham Davay — 1st. Do you know or do You not know the Parties Complainant and Defendant in the Title of these Interrogatories Named, If Yea how long have you so known them or either and which of them Declare—

Interrogatory 2nd to Thaseeldaar Sumboo Chitty Dasjat-Manikantham Davay — 2nd. Was you or Was you not acquainted with Ragunadadoss in his Life time and his Brother Ramdoss If Yea how long, were you so acquainted with or knew them or either and which of them Declare—

Ditto 3rd — 3rd. Had you or had you not Dealings in Trade or money Negotiation and Correspondence with the said Ragunadadoss in Madras in his Lifetime And was you or was your not in the Course of such your Dealings informed and given to understand that the said Ragunadadoss Dealt by and for himself and for his Sole private Interest and Benefit without the Interference of his Brother Ramdoss his Father Veneadatry or his Son Manikardoss and had he the said—

Said Ragunadadoss a Shop House Bank or Firm by the Name or Title of Ragunadadoss, Ramdoss Veneadatry and Manikardoss's Firm or Bank—And was you in the Course of your Dealing were given to understand or have you come to the knowledge that such a Shop House or Bank ever Existed in Madras Dit you or did you not in the Course of your Dealings with Ragunadadoss Consider him as a Sole Trader and Brother and a separate Dealer And was or was not all Monies paid by you and all Goods purchased by you from the said Ragunadadoss paid to and Considered as his own private property and not the property of the Joint Concern of his Father Brother and Son, Was or was not Several Outstanding Ballances existing between you and the said Ragunadadoss in the Course of your Dealings, If Yea in what manner was the same place whether as Debtor to him the said Ragunadadoss or as Debtor to the House or Firm of Ragunadoss Ramdoss Veneadatry and Manikardoss or how otherwise the truth Declare—

Interrogatory 4th to Thaseeldaar Sumboo Chitty — 4th. Did or did not the Original Defendant and Cross Complainant his Agint or Gomastah for Him or in his name Some time ago and when come to Your House, Did he or Did he not Earnestly Request you from Your being Intimate with the Original Complainant and Cross Defendant to come down to him in order to Introduce the Original Defendant to the Original Complainant Did you or did you not ask him the said Agent for his Masters Business with the said Original Complainant what was his Answer to you and what passed in Consequence the whole truth Declare

Dasjat 5th — 5th. Did or did not Ragunadadoss some time in his Life time and when deliver into Your House for Sale Two Diamond Rings and was or was not the said Rings in Your Hands for a Certain time and was or was not the said Rings afterwards demanded from

You by the said Ragunadadoss and to whom did he deliver the same did he or did he not at the time of his Delivering the same to You Declare the value or price of the said Rings, If Yea? how much did he Estimate them at and of what Value did he Declare them, were not the same Rings after the Death of Ragunadadoss delivered by the same person or who by name to the Original Defendant in the Title of these Interrogatories named — Declare the whole Truth as you know have heard or do believe together with Your Reasons for such Your Belief

6th Vencatasha Davay — Was you or was you not present at the time of the Death of Ragunadadoss and did he or did he not a little before his Death take from his Chest One Diamond Ring and deliver the same to the same to the Original Defendant in the Title of these Interrogatories named Declaring at the same time his Share therein with Mollydoss, and what was such declared Share Amount or Value, and did he not also deliver another Demand Ring to the said Original Defendant declaring what the same was worth and if yea, what was the declared Value or Amount and wherein or how much had the Original Defendant an Interest or a Share in it, and did the same Ragunadadoss or did he not also desire the Original Defendant to Collect in all his Goods or Jewels that was out and entrusted in the Hands of Several persons, and was or was not the said Jewels or the best part thereof recovered by the said Original Defendant after the Death of the said Ragunadadoss and to what did the whole thereof Amount — Declare the whole You know have heard or do believe together with the reasons for such Your Belief fully and particularly as if You was therein particularly Interrogated —

Interrogatory 7th to Ditto — Did or did not Vencoodoss Son in Law to the Original Defendant in the Title of there Interrogatories

Monsiver Mooneye and in Your presence receive from the former sone Brilliant Stones and from the Latter four Diamond Rings the property of the Deceased Ragunadadoss If Yea? did he or did he not deliver them to the Original Defendant in the Title of these Interrogatories named or to whom did he deliver the same and what was the Value or price of the said Stones that You so saw in the Hands of the said Vencoodoss, the whole of these Matters set forth According to Your knowledge or as You have heard or do believe, together with Your Reasons for such Belief and the Truth Declare —

8th & Last Interrog.y 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 Question in this Cause that may tend to the Benefit or advantage of the said Original Complainant and Cross Defendant in the Title of these Interrogatories named. If Yea, Declare the same as you know have heard or do believe together with the reasons of such your belief as fully and particularly as if you have been thereunto particularly Interrogated —

Edward Ellis

Atty for the Original Complt & Cross Defendt

Mayor's Court at Madraspatnam

B. Between Gopauldoss Administrator to the Estate &c

Effects of Ragunadadoss Original Complainant and Coss Defendant —
and Vellapah Sunder Goverdendoss Original Defendant and Coss Complainant

On the Part of the Original Complainant and Coss Defendant.

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

Thaucollam Tomboo Chetty of Madras Redwood Merchant Aged 63 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Original Complainant and Coss Defendant was on the 4th Day of March 1785 Signified at the Office of Mr Charles Bromley who is attorney for the Original Defendant and Coss Complainant by Venkatachellum my Servt who also left him a Note of 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 Original Complainant and Coss Defendant Gopauldoss in this Cause, and that he hath so known him twenty Seven Years or thereabouts — and that he doth know the Original Defendant and Coss Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him the same time — and more saith not to this Interrogatory. —

2nd ..... To the Second Interrogatory this Deponent saith, that he hath known Ragunadadoss fifteen Years or thereabouts

— and more saith not to this Interrogatory. —

3rd ..... To the third Interrogatory this Deponent saith, that the said Ragunadoss often told him he was in no ways Connected in business with his Brother Ramdoss his father Vencadatry or with any other person and in all the Transactions and dealings which this Deponent had with the said Ragunadoss he always understood that the said Ragunadoss was in no manner concerned or in partnership with any person and this Deponent accordingly in his Accompts did debit and Credit the said Ragunadoss singly as his debtor and Creditor. — and more saith not to this Interrogatory. —

4th ..... To the fourth Interrogatory this Deponent saith, that about a year ago the Original Defendant and Coss Complainants Gomastah or Braming came to this Deponents House and told this Deponent that he the Gomastah understood that this Deponent and Mr Lewcock were great Friends and he therefore requested of this Deponent to carry him to Mr Lewcock. this Deponent said he must have Mr Lewcock permission and having accordingly asked his permission to bring the said Gomastah to him he Mr Lewcock replied that he wished to have nothing to do with him which reply this Deponent immediately told to the Gomastah — and more saith not to this or the last Interrogatory. —

J Spalding
Exam.

Mayor's Court at
Madraspatnam

Between Gopaldoss Administrator to the Estat and Effects of Ragunadadoss Original Complainant and Cross Defendant and Vellapah Sunder Goverdendoss Original Defendant and Cross Complainant;
On the Part of the Original Complainant and Cross Defendant

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

Daugat of Madras Merchant Aged 38 Years or thereabouts—being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the 4th Day of November 1784 Sworn & Affirmed at the Office of Mr Charles Bramley who is attorney for the Original Defendant and Cross Complainant by Hiskiah 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 Original Complainant and Cross Defendant Gopaldoss in this Cause, and that he hath so known him twelve Years or thereabouts — and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him ten or twelve Years — and more Saith not to this Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith, that Ragunadadoss in his lifetime and about four Months before his death did deliver into his Hands for Sale two Diamond Rings and that the same remaind in his hands about twenty or twenty five days and afterwards were demanded from him by the said Ragunadadoss to whom this Deponent delivered them. This Deponent further Saith That the said Ragunadadoss at the time he delivered him the Rings as aforesaid he informed him that he estimated them at two Thousand Pagodas, and declared them to be of that value. This Deponent further saith the said Rings were taken out of his hands by Ragunadadoss, they were delivered by him the said Ragunadadoss to a person named Hirpaus ankerbut with directions to dispose of them. and after the death of the said Ragunadadoss they were given up by the said Hirpausankerbut to Vellapah Sunder Goverdendoss the Original Defendant and Cross Complainant in this cause — and more Saith not to this or the last Interrogatory —

Oliver Colt
Exam.

Mayor's Court at
Madraspatnam

Between Gopaldoss Administrator to the Estate and Effects of Ragunadadoss Original Complainant and Cross Defendant and Vellapah Sunder Goverdendoss Original Defendant and Cross Complainant —
On the Part of the Original Complainant and Cross Defendant

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

Manchautham Davay of Madras Merchant Aged 60 Years or thereabouts —

thereabouts — being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the 2nd Day of December 1784. Signified at the Office of Mr Charles Bromley who is Attorney for the Original Defendant and Cross Complainant by Kistnah 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 Original Complainant and Cross Defendant Gopauldoss in this Cause, and that he hath so known him fifteen Years or thereabouts — and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him the Same time — and more Saith not to this Interry.

6th ..... To the Sixth Interrogatory this Deponent Saith, that he was present at the time of the death of Ragonadadoss when a little before his death he took from his Chest one Diamond Ring and delivered the Same to the Original Defendant in the Title of these Interrogatories named declaring at the Same time his Share of the said ring to be four hundred Pagodas and the Residue the property of one Molleydoss. This Deponent Saith that Ragonadadoss also delivered another Diamond Ring to the Original Defendant and declared at the Same time that his Share of that was Six hundred Pagodas, and that the Remainder belonged to the Original Defendt and Cross Complainant in the title of these Interrogatories named and this Deponent Saith he knows nothing more of the Subject required by this Interrogatory. and more Saith not to this Interry. —

7th ..... To the Seventh Interrogatory this Deponent Saith, he knows nothing of the Subject required by this Interrogatory — and more Saith not to this last Interrogatory. —

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Oliver Colt
Examr.

Additional Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined on the Part and behalf of Gopauldoss Administrator to the Estate and Effects of Raganadadoss Deceased in a Certain Cause and Cross Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein the said Gopauldoss Administrator to the Estate and Effects of the said Ragunadadoss by his Attorney William Lewcuck is Complainant and Vellapah Sunder Goverdendoss is Defendant Et E Contra. —

1st Interrogatory To all the Witnesses

On the Part and behalf of the Original Complainant and Cross Defendant —

Do you know or do you not know the Parties Complainant and Defendant in this Cause and in the Title of this Interrogatories named If yea — how long have you so known them and which of them Particularly Set forth and Declare. —

2nd Interrogatory To Shadasheva

Was you or was you not some time Ago and when Present, when Vencoodoss the Son in Law of the Defendant in the Title of these Interrogatories Named came to the Complainant — ask the said Vencoodoss whether he had Received the Diamonds and Brelliants which was in the Hands of Comsala Sharaboyah and the French Jeweller Amounting to Pagodas Six hundred the Property of Ragunadadoss If Yea — did or did not the said Vencoodoss declare that he had Received the same from the said Persons and delivered it to the said Defendant The whol you know of this matter have heard or do belive together with the Reasons for such Your

3rd Interrogatory To Ramnaud Soobarow Narasyahs & Sawonyah

belief set forth and the Truth Declare—

Was you or was you not some time Ago and when present when Ragunadadoss in his Last Sickness and a little before his Death Delivered unto the Defendant in the Title of these Interrogatories named a Scrutoire Sealed and Locked and did or did not the said Ragunadadoss in Your Presence Declare that the same belonged to his Brother Ramdoss and desired the Defendant to send the same to his said Brother in case of his Death— If yea— what was contained in the said Scrutoire and how came you by the knowledge thereof did or did not the said Ragunadadoss at the same time and in Your Presence Request the said Defendant to collect in all his the said Ragunadadoss Jewells and Valuable Effects in the Hands of Several Persons was the said Scrutoire meant as part of the said Goods or Seperate or how Otherwise the Truth Declare—

4th & Last Interrogatory 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 question in this Cause that may tend to the benefit or advantage of the Complainant— If Yea Declare the same as you know have heard or do believe together with the Reasons for such Your belief as fully and Particularly as if you have been thereunto Particularly Interrogated —

Edward Ellis

Atty for the Original Complt & Cross Defts

Mayors Court at Madraspatnam

Between Gopaulsa administrator to the Estate and Effects of the said Ragunadadoss by his attorney William Lewcock Complainant and Vellapah Sundar Govierdendoss Defendts

On the Part of the Original Complainant and Cross Defendant.

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

Sadasheva of Madras Merchant Aged 35 Years or thereabouts— being produced as a Witness in this Cause On the Parte of the Original Complainant and Cross Defendant was on the 15th Day of November 1784— Signified at the Office of Mr Charles Boomby who is Attorney for the Original Defendant and Cross Complainant by Kistnah 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 Original Complainant and Cross Defendant Gopaulsa in this Cause, and that he hath so known him Nine or ten Years and that he doth know the Original Defendant and Cross Complainant Vellapah Sundar Govierdendoss in this Cause, and that he hath so known him ten years or thereabouts— and more Saith not to this Interrogatory —

2nd ..... To the Second Interrogatory this Deponent Saith, that about Six Years ago he was present when Vencadoss the Son in Law of the Defendant in the Title of these Interrogatories named came to the Complainants House, and that the Complainant did ask the said Vencadoss in this Deponents

3rd Interrogatory To Ramnaud Soobaroy Narasyahs & Sawonyah

belief set forth and the Truth Declare

Was you or was you not some t[illegible] Present when [illegible] and a little [illegible] in th[illegible]

[illegible]

Oliver Colt
Examr.

Mayor's Court at Madraspatnam

Between Go[illegible] trator to the Estate [illegible] Ragunadadoss by h[illegible] Lewcock Complain[illegible] Sunder Goverdendo[illegible] On the Part of the Origi[illegible] and Cross Defendant

Depositions of Witnesses taken in [illegible] the Examiner in this Court as followeth —

Ramnaud of Madras Merchant Aged 34 or 35 [illegible] duced as a Witness in this Cause On the Part of the Original C[illegible] Cross Defendant was on the 28th Day of November 1784 [illegible] of Mr. Charles Bromley who is Attorney for the Original D[illegible] Complainant by Histnah my Servant who also left him [illegible] Title and Place of Abode of the said Deponent and after being Sworn and Examined Deposeth as followeth —

1st — To the first Interrogatory this Deponent saith [illegible] Original Complainant and Cross Defendant — and that he hath so known him Nine Years [illegible]

[illegible] the Original Defendant and Cross Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him ten Years or thereabouts — and more Saith not to this Interrogatory

To the third Interrogatory this Deponent Saith, that he was present about Seven Years and a half ago when Ragunadadoss in his Last Sickness and about ten days before his death delivered unto the Defendant in the Title of these Interrogatories named an Scrutoire Sealed and Locked and that the said Ragunadadoss in this Deponents Presence likewise declared that the same belonged to his Brother Ramdoss and desired the Defendant to send the same to his Brother in case of his death.

[illegible] Deponent saith that the said Scrutoire contained Jewels which before [illegible] the said Ragonadadoss deposit there himself. This Deponent [illegible] Saith that the said Ragonadadoss at the Same time and in his [illegible] requested the said Defendant to collect in all his the said Ra[illegible]doss Jewels and other valuable Effects in the hands of Several [illegible] but that the said Scrutoire was not meant as part of the said [illegible]t Separate from them. — and more Saith not to this or the [illegible]rrogatory. —

रामानाथ

Colt
Examr.

[illegible]urt at [illegible]tnam

Between Gopauldoss Administrator to the Estate and Effects of the said Ragunadadoss by his Attorney William Lewcock Complainant and Vellapah Sunder Goverdendoss Defendant On the Part of the Original Complainant and Cross Defendant.

[illegible]positions of Witnesses taken in this Cause by and before —

Sadasheva of [illegible] produced as a Witne[illegible] and Cross Defendan[illegible] Office of Mr. Charl[illegible] and Cross Complain[illegible] of the Name Title [illegible] on the Same Day be[illegible]

1st — To the f[illegible] Origina[illegible] Cause, a[illegible] doth kn[illegible] Sunder G[illegible] years or the[illegible]

2nd — To the Secs[illegible] he was prese[illegible] Title of thes[illegible] and that th[illegible]

before the Examiner in this Court as followeth—

Soobaroy of Madras Shop Keeper Aged 27 Years or thereabouts being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the 19th Day of November 1784 Signified at the Office of Mr. Charles Bromley who is Attorney for the Original Defendant and Cross Complainant by Kistnah 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 Original Complainant & Cross Defendant Gopauldoss in this Cause, and that he hath so known him ten Years or thereabouts— and that he doth know the Original Defendant & Cross Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him ten or twelve Years— and more Saith not to this Interrogatory—

3d ..... To the third Interrg this Deponent Saith, ...nt and Vellapah ...half ago he was present when Ragon, that about Seven Years & on the Same day he died delivered unto ...oss in his last Sickness and these Interrogatories named a Scru...fendant in the title of the said Ragonadadoss in this Depo...eated and Locked, and that the Same belonged to his Brother Ra... presence declared that to send the Same to his said Broth...oss, and desired the Defendt. ...ponent saith that he Saw him ...use of his death. This De... ...toire was delivered to the Defen... the time the said Escru... and that the said Ragonadadoss at that it contained Jewels ...Deponents presence requested the ...me time and in this ... all his the said Ragonadadoss Jew... ...efendant to collect in the hands of Several Persons, but ... valuable Effects in meant as part of the said Goods the said Box was not ... and more Saith not to this or th... Separate from them

Oliver Colt ... t Interrogatory—

Mayor's Court at Madraspatnam

Between Gopauldoss Administrator to the Estate and Effects of the said Ragunadadoss by his Attorney William Lewcock Complainant and Vellapah Sunder Goverdendoss Defendt. On the Part of the Original Complainant and Cross Defendant,

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

Sawmyah of Madras Broker Aged 35 Years or thereabouts— being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the 19th Day of November 1784 Signified at the Office of Mr. Charles Bromley who is Attorney for the Original Defendant and Cross Complainant by Kistnah 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 Original Complainant and Cross Defendant Gopauldoss in this Cause, and that he hath so known him ten or twelve Years— and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him the Same time— and more Saith not to this Interrogatory—

3d ..... To the third Interrogatory this Deponent Saith, that about Seven or eight Years ago he was present when Ragonadadoss in his last Sickness and on the Same day he died delivered unto the Defendant in the title of these Interrogatories named an Escrutoire Sealed and Locked and the said Ragonadadoss declared in this Deponents presence that the Same belonged to his brother Ramdoss and desired the said Defendt. ...

to send the same to his said Brother in care of his death. This Deponent saith that the said Escrutoire contained Jewels, which he Saw the said Ragonadadoss deposit in it ten or fifteen days before his death. This Deponent further saith that the said Ragonadadoss at the Same time and in his presence requested the said Defendant to collect in all his the said Ragonadadoss's Jewels and valuable Effects in the hands of Several Persons, and that the said Escrutoire was not meant as part of the said Goods, but Separate from them. — and more Saith not to this or the last Interrogatory —

Oliver Colt

Examd.

Witnesses Names
Bavaney Shankar
Samey Ayah &
Permaull Chitty.

Further Additional Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Original Complainant and Cross Defendant in a Certain Cause now Depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam wherein Gopauldoss Administrator to the Estate and Effects of Ragunadadoss is Original Complainant and Cross Defendant and Vellapah Sunder Goverdendoss Original Defendant and Cross Complainant —

Interrogatory To all the Witnesses

1st. Do you know or do you not know the Parties Complainant and Defendant in the Title of these Interrogatories Named If Yea — how long have you so known them or Either and which of them Declare. —

2nd. — Was you or was you not present at the time Ragunadadoss sent for his friends and Relations to Communicate to them about his affairs — If Yea — when at what time and what Event did he so send for, for his Friends and Relations who were then present besides you — when he so declared his affairs and what are the name or Names of such Person or Persons that were Present or any or which of them — Declare the whole you know have Seen or do beleive together with the Reasons of such your belief fully Clearly and Distinctly as of you have been thereunto Particularly Interrogated. —

Last Interrogatory 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 Matter in question in this Cause that may tend to the Benefit or advantage of the said Original Complainant and Cross Defendant in the Title of these Interrogatories named — If Yea — declare the same as You know have heard or do believe together with the Reasons for such Your Belief as fully and particularly as if You had been thereunto Particularly Interrogated. —

Edward Ellis
Atty for the Original
Complainant & Cross Deft.

Mayor's Court at Madraspatnam

Between Gopauldoss Administrator to the Estate and Effects of Ragunadadoss Original Complainant

to send the same to his said Brother in case of his death. This Deponent
saith that the said Executaire contained Sawals, which he saw the
said Ragunadadoss deposit in it ten or fifteen days bef
death. This Deponent further
at the Same te

[illegible] Defendant
[illegible] Defendant
[illegible] valuable
[illegible] Executaire
[illegible]

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

Bavaney Shankar of Madras Linen Merchant Aged 41 Years or
thereabouts being produced as a Witness in the Cause on the Part of the Original
Complainant and Cross Defendant was on the 6th Day of March 1786 Signified
at the Office of Mr Charles Bramley who is Attorney for the Original Defen-
dant and Cross Complainant by Venatachellum my Servant who also left
him a Note of the Name Title and Place of Abode of the said Deponent and af-
terwards on the Same Day being Sworn and Examined Deposeth as followeth—

1st ..... To the first Interrogatory this Deponent saith, that he doth know the
Original Complainant and Cross Defendant Gopaul doss in this Cause,
and that he hath so known him Eight or Nine Years — and that he doth
know the Original Defendant and Cross Complainant Vellapah Sun-
der Goverdendoss in this Cause, and that he hath so known him
the same time — and more Saith not to this Interrogatory —

2nd ..... To the Second Interrogatory this Deponent saith, on the day that Ra-
gunadadoss died which was about Seven Years ago he the said Raga-
nadadoss did send to this Deponent and to his other friends and re-
lations Viz.t Vellapah Sundar Goverdendoss, Manaherdoss, Ragana-
doss, Macandoss, Gopaul doss, Durajee, Sadaseva, Commarjee Dava-
Dagot, Ragonad Doss Shum Doss, Manchamram Dava, Mah-
-ley Doss, Franke Sastree Braming, Rammanad, Goca-
Comandut Pundial Carthe Naick, Sawmy, Saravapah

Permaul Chitty, Latchome Doss, all of whom appeared and that the said
Ragunadadoss desired his freinds to take an Inventory of his Estate which
was immediately done in the presence of this Deponent and the persons
above named by Venoposah Gomastah and more saith not to this or the
last Interrogatory —
J Spalding Exam.r

Mayors Court at
Madraspatnam

Between Gopauldoss Administra-
-tor of the Estate and Effects of Ragunada-
-doss Original Complainant and Cross
Defendant, and Vellapah Sunder
Goverdendoss Original Defendant
and Cross Complainant —
On the Part of the Original Complainant
and Cross Defendant —

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

Sawmy Ayah of Madras Banker Aged 27 Years or thereabouts being produ-
-ced as a Witness in this Cause on the Part of the Original Complainant and Cross
Defendant was on the 7th Day of March 1786 Signified at the Office of Mr Charles
Bramley who is Attorney for the Original Defendant and Cross Complainant
by Venatachellum 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 Original Complainant and Cross Defendant Gopaul doss in
this Cause, and that he hath so known him Ten or Fifteen Years
and that he doth know the Original Defendant and Cross
Complainant

Complainant Vellapah Sunder Goverdendoss in this Cause and that he hath so known him Ten or Twelve Years. - and More saith not to this Interrogatory. —

2nd 2. ..... To the Second Interrogatory this Deponent Saith that he was present when Ragunadoss on the day of his death Sent for all his Freinds & Relations to Communicate with them about his Affairs & the following persons came accordingly Viz. Ragoonadadoss Samdoss, Maundoss, Gopaul Vittul, Moorly doss, Mancharam, Vencos Narrain doss, Gopauldoss, Sorbhadoss, Colly Naidoo, Pennaul Chitty, Durieje, Rosunnode Dewa, Sarrooapah, Goverdendoss, Munkordoss, Ragoonadadoss, Frank Sasterloo, Bavane Sanker, Sadasevum, Daguit, When the friends of Ragunadoss had met he desired them to take an Inventory of his Estate which was accordingly done by Vencos Narrain doss, And this Deponent saith that the said Ragunadoss did at the same time deliver a Box to the Original Defendant which he desired might be given to his Ragoonadoss's Brother — and more saith not to this or the last Interrogatory. —

J Spalding
Exam.t

Witnesses
Gopauldoss Vittledoss
Venoshakisnadoss
Balla Kistnadoss Morely doss
Buttoo Rammissura Ravedut
Sandedoss Savedoss
Gopauldoss Ragavadoss
Gopauldoss Moorely doss
Kistnahdoss Ragavandoss

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined in certain Cause and Cross Cause depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Gopaul Doss of Madras Administrator to all and Singular the Goods and Chattles Rights and Credits of Ragunadadoss late of Madras Sinear or Banker deceased

Vencoo Narrainahdoss
Gungadut Pundiah
Vallianah doss Reshodoss
Ragoonadah doss Coshellsha
Goverdandoss Gopauldoss

Same place Inhabitant Complainant and Cross Defendant and Vellapah Sunder Goverdendoss of the Same place Sinear or Banker Original Defendant and Cross Complainant.

On the part and behalf of the Original Defendant and Cross Complainant

To all the Witnesses — 1st — Do you know, or Do You not know, the parties Complainant and Defendant in the Stile of these Interrogatories named, and Did you know or Did you not know, the Deceased Ragonadadoss in his Lifetime, if yea, How long have You known them, or either and which of them Declare —

Gopauldoss Vittledoss
Vencoosha Kistnahdoss
Balla Kistnahdoss Morely doss
Buttoo Rammissura Ravedut

2nd 2 Do You know, or Do You not know, or have You not Heard, that the above said Defendant and the deceased Ragonadadoss, in his life time, were deemed, and taken to be, as Partners in Sundry Transactions in Conjunction with the Father, Brother, and Sons, and whom by name, and how this partnership was known, and by what Name, and for how many Years, the Same had been so known, particularly Set forth and Declare and How you became Acquainted therewith — Do you know, or Do you not know, or have You Heard, Whether any Division or Seperation of Interest, took place in the said partnership in the Life time of the said deceased Ragonadadoss, if yea, Set forth the Same, and whether you have not known, or been informed, that the Said Ragonadadoss ever Acted as for himself, either in the Capacity of a Sinear or Merchant, and Whether you have not known, and ever always understood, that all every the Transactions had and done by —

by the said deceased Ragonadadoss in his Life time, was, and were for the proper account of the said partnership, and that the same was demeed and publickly Acknowledged to be so, by most of the trading Inhabitants on this Coast of Coromandell.—

Goculdoss Vettledoss
Vencoosha Kistnadoss
Sandedoss Sevedoss
Goculdoss Ragavadoss

3rd ... Do You know, or Do You not know, and can You Setforth, whether the said deceased Ragonadadoss, Just before his Decease, did, or did not Send for the Defendant, and in the presence of Certain persons, deliver over unto the said Defendant, a Escrutore under Lock and key, Sealed, said to contain Jewells, if yea, when and at what time, in what Months, and what Year, and where and whom by Name, were present, Setforth and Declare, Do you know or Do You not know, of any particular Instructions or Directions given by the said Ragonadadoss, at the time he delivered over the said Jewells to the abovesaid Defendant, unto the said Defendant Respecting certain Jewells, which he said were in possession of Sundry persons, if Yea, what were those Instructions or Directions, and in whose presence said, or Spoken, particularly Declare, Do You know, or Do You not know, whether the said Ragoonadadoss, did or did not immediately After, his giving his Instructions to collect in his Jewells, Order, and direct, the said Defendant to pay and Satisfy such his Creditors, whose demands in the whole, did not Exceed the Sum of Eight Hundred Star Pagodas if Yea, Did or Did not the abovesaid Defendant, promise and undertake so to do, or How otherwise? Setforth and Declare, Do You know or Do You not know, whether the said Ragoonadadoss, did or did not at this time, or how soon after, direct the said Defendant, that upon Receipt of any of the Jewells, the same together with the Box of Jewells, so as aforementioned Sealed, and delivered, the same was and were to be delivered over to one of the said Ragoonadadoss Brothers, and whom by Name, as being the Responsible Person for the Partnership,—

Setforth and Declare, the whole you know, touching, or Concerning this Interry, to the best of Your knowledge Remembrance, and belief, and How you become acquainted therewith.—

Balla Kistnahdoss Moorlydoss

4th ... Did You or Did you not, at any, and what time, Sell and dispose of a certain Diamod Ring, the property of, and belonging unto the said Ragoonadadoss, if yea, to what amount was the same Sold, and what you did with the Amount produce, and whether such said Ring, was the Seperate property of the said Ragoonadadoss, or to the partnership belonging, Declare and Setforth

Balla Kistnahdoss Moorlydoss
Goculdoss Moorlydoss
Kistnahdoss Bagavandoss
Buttoo Rammissura Ravedut

5th ... Do You know or Do you not know, or have You heard, and been informed, if at any time, and when, the said Ragoonadadoss Acted in his life time, as an Agent or, Gomasta for his Brother, Named Ramdoss, or whether he did, or did not Act and Transact Business, as for and on Account of the said partnership, or who otherwise particularly Setforth and Declare.—

Balla Kistnahdoss Moorlydoss
Goculdoss Moorlydoss
Kistnahdoss Bagavandoss
Buttoo Rammissura Ravedut

6th ... Do You know, or Can You Setforth, the Usual and Customary Commission, Established among the Guzerat Soucars, and whether the same is, or is not charged in their Books of accounts, for the purpose of Regulating their Books of Accounts, particularly Setforth and Declare, to the best of your knowledge Remembrance and belief.—

Kistnadoss
Goverdandoss Goculdoss

7th ... Look upon the paper Writing, now produced and Shewn to You at this the time of Your Examination, purporting to be a Letter, written as from Manaverdoss, one of the persons Related to and in partnership with Ragoonadadoss, is the same of the Hand Writing of the said Manaverdoss or whom Else, particularly Setforth and Declare, and how you become acquainted therewith.—

Vencoo Narrainahdoss

8th ... Was You or was you not Appointed Agent by Manaverdoss in Sundry Transaction of his at Madras and

You, or did You not Receive Orders and directions from him, to pay unto the Original Defendant and Cross Complainant, whatever Ballance might appear due to him, as from the partnership Concern of the said Ragoonadadoss, and whether any, and what directions were by the said Manaverdoss given, for to Receive and take of, and from the said Defendant and Cross Complainant, the Sundry Jewells and Effects of the said Ragoonadadoss, and particularly the Seal Box of Jewells, so by him delivered & Sent before his Decease to the said Defendant, if yea, Setforth the same, as You do know, and believe — Look upon the Paper Writing now produced and Shewn to you, at this the time of Examination, of whose Hand Writing is the same and how you became Acquainted therewith particularly Setforth and Declare, Did or Did not the said Defendant apply unto you, as the Agent or Gomasted of the said Manaverdoss for to Settle his Accounts of the Joint Concern of the House and Firm of the said Ragoonadadoss and his Brothers, and for to be paid the Ballance thereof, if yea, when and at what time did the said Defendant so Apply unto Your, and what Answer did You Return him, and what promise made him, Did you at any time, and times, pay unto the said Defendant any, and what Sums of Money on Account of his [illegible] from what Sale and Sales, did you so pay him, and [illegible] what Ballance Remained due to the said Defendant [illegible] mount, particularly Setforth and Declare, to the [illegible] ledge, Remembrance, and belief —

Gungadut Pundiah — 9th ... Do You know or Do you [illegible] ther one Kirpa Sunkrabat of Madras Soucar Did [illegible] Dispose, of Two Diamond Rings, the property of [illegible] the said Ragoonadadoss and his partners, if yea, [illegible] was the Same Sold, and when, and if the said Amo[illegible] paid unto the said Defendant, Setforth and Decl[illegible]

[illegible] what, if yea, [illegible] any and [illegible] what A[illegible] Your know[illegible] [illegible] know, whe[illegible] did not Sell, and [illegible] belonging unto [illegible] what Amount [illegible] was or was not

knowledge Remembrance and how you become Acquainted therewith —

Callianahdoss Kishodoss } 10th ... Did You, or did you not, at any, and what time,
Ragoonadoss Cooshellsha } pay any Sum or Sums of Money, unto the abovesaid Defendant and Cross Complainant on Account of one Ramdoss the Brother of the abovesaid Ragoonadadoss, if yea, by whose Order was such Sum paid, and whether any Receipt was given by the said Defendant, and if the same was or was not given by the Defendant, as so much Received of Ragoonadadoss Ramdoss, and Manaverdoss, or How Otherwise particularly Declare and Setforth, to the best of Your knowledge, Remembrance, and belief —

To all the Witnesses ... Do You know, or Do You not know, of any other matter or thing, or have You heard, or can You say any thing, Touching the Matters in Question, in this Original Cause and Cross Cause, that may tend to the Benefit and Advantage of the Original Defendant and Cross Complainant, in this Cause and Cross Cause, besides what you have been herein before Interrogated unto, If yea, Declare the Same, fully and at Large, as if you had been particularly Interrogated Thereun, to the best of Your knowledge, Remembrance, and belief, and How you became acquainted therewith —

Chas. Bromley

Atty Defendt and Cross Complt.

Translation of an Extract of a Letter Dated 13th. November 1777 –

From Manoherdoss Rayonadoss at Nermala To
Sullabasoender Goverdendoss Gurudarsadoss at Madras –

I am well at Nermala untill this time and you will write to me of your health, I have received two Letters which you sent through the means of Goverdendoss Gopauldoss, & understood the Contents thereof, besides that you have wrote some news in Goverdendoss Letter which also I understood by his information My father Rayonadadoss had left a Box Sealed – with his Seal in Your house You will keep for accompany with one Gopauldoss Goverdoss & break the Seal of it and you will Sell the Jewells what were to be Sold out of them & Collect the money and also if there are any Rough Diamond among them you and Gopauldoss get them worked & Sell them Besides which if there is any Consigned thing in the Box belonging to Poona Account take it, and give your Receipt for the same to Gopauldoss I desire you will send for the Account from your Brother Narrindoss of Poona Dukaun from the Dukaun of Moore Mudoyo, also Dunkaun of Gundaval & from your Brother Balakistnadoss, shew them the said four Accounts to Gopauldoss and if there should be any thing that ought to be paid or to be Received, I shall pay it & Receive –

/Signed/ Manoherdoss Rayonadadoss

A true Translation as near as can be
from the Gentoo Paper
Soobarayam

Chas. J Bromley
Atty Defendt & Cross Compt.

This Exhibit marked N1. was shewn to Goverdendoss Gopauldoss at the time of his Examination before me On the Part of the Original Defendant and Cross Complainant in a Certain depending in the Honble the Mayors Court at Madraspatnam wherein Gopauldoss is Original Complainant and Cross Defendant & Vallapah Sunder Goverdendoss is Original Defendant and Cross Complainant on the 11th Day of February Anno Domine 1785.

Jpalding
Exam.

This Exhibit Marked N1. was shewn to Chinnadoss at the time of his Examination before me On the Part of the Original Defendant & Cross Complainant in a Cause depending in the Honble the Mayors Court at Madraspatnam wherein Gopauldoss is Original Complainant & Cross Defendant & Vallapah Sunder Goverdendoss is Original Defendant & Cross Complt. on the 4th Day of September Anno Domini 1784. –

Oliver Colt
Exam.

Translation of a Letter being an Extract from the Original in the Guzral Language –

From Venadadre Gopauldoss Manoherdoss to Vallabadoss Soondardoss Goverdendoss Dated 22nd. December 1777. –

I am very well in this place and you will write me of yours I have received one or two Letters from you, & understood the Contents thereof Ever Since that time I have not Receive any Letter from You – You have wrote me that there is a Ballance due to You from me, about which you have mentioned that

I should write to some body and authorize him to discharge the Ballance & to Receive the Jewels in consequence of which I have wrote to Vencoo Narraindoss from whom you will receive Your Ballance whatever is due to You There is a Scrutore Sealed belonging to me in Your possession & also a Parcel of Jewels Sealed and deposited at Appalapaudoo, also which you will deliver to Vencoo Narraindoss; do not delay wen a hour

(Signed)

Mansherdoss Ragoonadadoss

A true Translation as near as can be from the Gentoo Paper –

Soobaroyam

Interpr.

Chas. Bromley

Atty Defendt. & Cross Complt.

This Exhibit marked No. 2. was shewn to Vencoo Narrainahdoss at the time of his Examination before me On the Part of the Original Defendant and Cross Complainant in the Honble the Mayor's Court at Madraspatnam wherein Gopauldoss is Original Complainant and Cross Defendant and Vellapah Sunder Goverdendoss is Original Defendant and Cross Complainant on the 17th Day of January Anno Domini 1785. –

J. Spalding

Examr.

Mayor's Court at Madraspatnam

Between Gopaul Doss of Madras Administrator to all and Singular the Goods and Chattles Rights and Credits of Ragunadadoss late of Madras Soucar or Banker deceased by his Attorney William Lewcock of the Same place Inhabitant Complainant and Cross Defendant and Vellapah Sunder Govendendoss of the same place Soucar or Banker Original Defendant and Cross Complainant.

On the Part of the Original Defendant and Cross Complainant.

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

Goculdoss Vittledoss of Madras Diamond Merchant Aged 39 Years or thereabouts being produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the 13th Day of September 1784 Signefied at the Office of Mr. Edward Ellis who is Attorney for the Original Complainant and Cross Defendant by Kistnah 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 Original Complainant and Cross Defendant Gopauldoss in this Cause, and that he hath so known him twenty Years or there abouts and

Sunder Goverdendoss in this Cause, and that he hath so known him from his Infancy. — and more Saith not to this Interrogatory. —

2d ..... To the Second Interrogatory this Deponent saith, that he knows nothing of the Subject required by this Interrogatory. — and more Saith not to this Interrogatory. —

3rd ..... To the third Interrogatory this Deponent saith, that he doth know that the said deceased Ragunadadoss Just before his deceas, did Send for the Defendant and in the presence of certain Persons, delivered over unto the said Defendant an Executore under Lock and Key Sealed and said to contain Jewels. To the best of this Deponents recollection this happened about Seven Years and four Months ago, that is to Say Some time in the Year of our Lord One Thousend Seven hundred and Seventy Seven, and in the Month of May Guzzerat Style and that the Persons present at the delivery of the said Escrutore were by name Vencadoss Kistnadoss, Malla Rubasanker, Ragonaudoss Shumdoss, Lachnedoss Dacat, Naucura Doss Malcaunjan Soobrya and Several other Persons whose names this Deponent from the distance of time doth not remember. This Deponent further Saith at the time Ragonadadoss delivered over to the Defendant the Escrutore in question he particularly Instructed him to collect in all his Jewels which he said were in possession of Certay Persons. This Deponent further saith that the said Ragoonadadoss did immediately after giving his Instructions to collect in his Jewels Order and Direct the said Defendant Vellapah Sunder Govendendoss to pay and Satisfy Such his Creditors whose demands in the whole did not Exceed Eight hundred Star Pagodas and that the above said Defend did under take so to do, This Deponent further Saith at the same he directed the above Said —

said Defendant, upon receipt of any of the Jewels, the same together with the Box of Jewels, So as aforementioned Sealed and delivered, the same was and were to be delivered unto Ramdoss Brother of the said Ragoonadadoss, But this Deponent Saith that the said Ragoonadadoss never mentioned anything about a Partnership - and More Saith not to this or the Last Interrogatory —

Olivel Clt
Exam.r

Mayor's Court at
Madraspatnam

Between Gopaldoss of Madras Administrator to all and Singular the Goods and Chattles Rights and Credits of Ragunadadoss late of Madras Sowcar or Banker deceased by his Attorney William Lewcock of the same place Inhabitant Complainant and Cross Defendant and Vellapah Sunder Goverdendoss of the same place Sowcar or Banker Original Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Complainant

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

Venosha Risnadoss of Madras Diamond Merchant [illegible] Years or

thereabouts - being produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the 5th Day of October 1784 Signified at the Office of Mr. Edward Ellis who is Attorney for the Original Complainant and Cross Defendant by Kistnah 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 Original Complainant and Cross Defendant Gopaldoss in this Cause, and that he hath so known him Seventeen Years or thereabouts - and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him from his Infancy - and more Saith not to this Interrogatory —

2nd ..... To the Second Interrogatory this Deponent saith, that he doth know that the abovesaid Defendant Vellapah Sunder Goverdendoss and the deceased Ragonadadoss, in his life time were deemed and taken to be as Partners in Sundry Transactions in Conjunction with the Father Venetadry, the Brother Ramdoss and the Sone Manhardoss, & that the said Partnership was known by no particular name but that all their dealings and transactions were chiefly in Diamonds and that the said Partnership Continued for about five Years, and that he became acquainted therewith from being one of the Partners in their different dealings this Deponent further Saith that no Devision or Separation of Interest took place in the said Partnership in the life time of the said Deceased Ragonadadoss nor has he heard or ever understood that the said Ragonadadoss ever acted for himself either in the capacity of a Sowcar or Merchant and that he always understood

Mayors Court at
Madraspatnam

Between Gopaul dos of Madras administrator to all and Singular the Goods and Chattles Rights and Credits of Rayenadadoss late of Madras Soucar or Banker deceased by his Attorney William Lewcock of the same place Inhabitant Complainant and Cross Defendant and Vellapah Sunder Gooverdandoss of the same place Soucar or Banker Original Defendant and Cross Complainant.

On the Part of the Original Defendant and Cross Complainant.

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

Balla Kistnadoss Morelydoss of Madras Diamond Merchant Aged 25th Years or thereabouts.—being produced as a Witness in this Cause, On the Part of the Original Defendant and Cross Complainant was on the 9th Day of October 1784 Sworn & Examined at the Office of Mr. Edward Ellis who is Attorney for the Original Complainant and Cross Defendant by Kistnah my Servant who also left here a Note of the Name Title and Place of Abode of the said Defendt. and afterwards on the same Day being Sworn and Examined Deposeth as followeth.—

1st ..... To the Second Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant Gopaul Doss in this Cause and that he hath so known him Seventeen Years or thereabouts—and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Gooverdandoss in this Cause, and that he hath so known him Seventeen Years or thereabouts—and more saith not to this Interrogatory.—

2nd ..... To the Second Interrogatory this Deponent saith, that he knows of the Subject required by this Interrogatory—and more saith not to this Interrogatory.—

4th ..... To the fourth Interrogatory this Deponent Saith, that upwards of two years ago he did Sell and dispose through the means of a Broker a certain Diamond Ring, the property of, and belonging unto the said Rayenadadoss, to the Amount of four hundred and fifty Pagodas: Two hundred and Sixty five Pagodas twelve Fanams, and Thirty Cash of which he delivered to the Defendant being the Share of the amount produced of the Ring that was due to the deceased Rayenadadoss. One hundred and twenty Pagodas Twenty Eight Fanams, twenty Cash he paid to Swandoss Doorairadoss being his Share of the said Ring and twenty Nine Pagodas two Fanams, and Forty Cash he paid for Brokerage. This Deponent further Saith that the said Ring was not the Separate Property of the said Rayenadadoss, but the joint property of him and Swandoss Doorairadoss the Person above mentioned—and more Saith not to this Interrog.

5th ..... To the fifth Interrogatory this Deponent Saith, that the said Rayenadadoss never acted in his life time as an Agent in Gomastah for his Brother Ramdoss, but transacted Business for him, as well as the rest of the family on Account of Relationship with them and more Saith not to this Interrogatory.—

6th ..... To the Sixth Interrogatory this Deponent Saith, that the usual & Customary Comission Established among the Guzzerat Soucars is

that all and every the transactions done by the said deceased Ra-
-gonadadoss in his life time was and were for the Proper acct.
of his Relations who were in conjuction in Trade with him,
and that the same was known by most of the trading In-
-habitants on this Cust of Coromandell — and more Saith
not to this Interrogatory. —

3d ..... To the third Interrogatory This Deponent Saith, that he doth know that
the said Deceased Ragonadadoss, about Six Years ago, and on the same Morn
-ning that he died did send for the Defendant to his own house and in
the presence of Gouldoss Vettledoss Ragonadadoss Shamdoss, Gopauldoss
Govendoss Moorledoss Dwaraka Doss &. this Deponent delivered over
to him a Escritore under Lock and Key, Seated Said to contain Jewels and
that the said Ragonadoss at the time he delivered over the Box aforesaid he
particularly Interrogated the Defendant to collect certain Jewels, which he
said were in possession of Sundry Persons, and that the said Ragonadadoss
after giving his Instructions to collect in his Jewels ordered and directed the
said Defendant to pay and Satisfy Such his Creditors, where demands
in the whole did not exceed the Sum of Eight hundred Star Pagodas which
the said Defendant did promise and under take to do. This Deponent fur-
-ther Saith that the said Ragonadadoss did at the same time direct the said
Defendant upon receipt of any the Jewels, the same together with the Box
of Jewels, so as beforementioned Seated and delivered, the same was and
were to be delivered over to Ramdoss one of the said Ragonadadoss's Brother
as being the responsible Person for the Partnership, and that the said
Defendant was to receive from the said Ramdoss Such Ballances —
-as appeared lawfull due to him — and more Saith not to this In-
-terrogatory. —

To the last Interrogatory this Deponent Saith, on the death of the said

Mayor's Court at
Madraspatnam

Between Gopauldoss of Madras administrator to all and Singular the Goods and Chattles Rights and Credits of Ragunadadoss late of Madras Soucar or Banker deceased by his Attorney William Sewcock of the same place Inhabitant Complainant and Cross Defendant and Vellapah Sunder Goverdendoss of the same place Soucar or Banker Original Defendant and Cross Complainant.

On the Part of the Original Defendant and Cross Complainant.

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

Balla Kistnadoss Morelydoss of Madras Diamond Merchant 25th Years or thereabouts.— being produced as a Witness in this Cause, On [illegible] of the Original Defendant and Cross Complainant was on the 9th [illegible]ber 1784 Signified at the Office of Mr. Edward Ellis who is Attorney [illegible] Complainant and Cross Defendant by Kistnah my Servant who as be[illegible] [illegible]ote of the Name Title and Place of Abode of the said Defendt. Dep[illegible] [illegible] Da[illegible] being Sworn and Examined Deposeth as fol[illegible] from the said [illegible] as appeared lawfull due to him — and [illegible]

thereabouts — and that he doth know the Original Defendant — and Cross Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him Seventeen Years or thereabouts — and more Saith not to this Interrogatory. —

2nd ..... To the Second Interrogatory this Deponent saith, that he knows of the Subject required by this Interrogatory — and more Saith not to this Interrogatory. —

4th ..... To the fourth Interrogatory this Deponent Saith, that upwards of two Years ago he did Sell and dispose through the means of a Broker a certain Diamond Ring, the property of, and belonging unto the said Ragonadadoss, to the Amount of four hundred and fifty Pagodas. Two hundred and Sixty five Pagodas twelve fanams, and Thirty Cash of which he delivered to the Defendant being the Share of the amount produced of the Ring that was due to the deceased Ragonadadoss. One hundred and twenty Pagodas Twenty Eight Fanams, twenty Cash h[illegible]d to Jevandoss Doovarahdoss being his Share of the said R[illegible]d twenty Nine Pagodas two fanams, and Forty Cash [illegible] [illegible]okerage. This Deponent further Saith that the said R[illegible] not the Separate Property of the said Ragonadadoss, but [illegible]joint property of him and Jevandoss Doovarahdoss the Person above mentioned — and more Saith not to this Interry.

5th ..... To the fifth Interrogatory this Deponent Saith, that the said Ragonadadoss never acted in his life time, as an Agent on Gomastah for his Brother Ramdoss, but transacted business for him, as well as the rest of the family on Account of his Relationship with them and more Saith not to this Interrogatory. —

6th ..... To the Sixth Interrogatory this Deponent Saith, that the usual & Customary Comission Established am[illegible] [illegible] is

two p Cent and that the Same is charged in their Books of Accounts, for the purpose of regulation their Books of Accounts — and more Saith not to this or the last Interrogatory. —

Oliver Colt
Exam.

At the time of Signing this Deponent Saith, that from the relationship that existed between, Venkatadass, Ragonadadass, Ramdass and Manhardass, their fortunes were supposed to be blended together and all debts incurred by either of them were discharged from the joint Stock of them all, in like manner all monies, Effects and property whatever due or belonging to one of them were considered equally to belong to all. —

Oliver Colt
Exam.

Mayor's Court at Madraspatnam

Between Gopaul Dass of Madras Administrator to all and Singular the Goods and Chattles Rights and Credits of Ragunadadass late of Madras Sawcar or Banker deceased by his attorney William Lawsack of the Same place Inhabitant Complainant and Cross Defendant and Vellapah Sunder Goverdendass of the Same place Sawcar or Banker Original Defendant and Cross Complainant —

On the Part of the Original Defendant and Cross Complainant —

Depositions of Witnesses taken in this Cause by and before

the Examiner in this Court as followeth —

Battoo Rammisura Ravedut of Madras Deamond Merchant Aged 43 Years or thereabouts — being produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the 21st Day of September 1784 Signified at the Office of Mr. Edward Ellis who is attorney for the Original Complainant and Cross Defendant by Kistnah my Servt who also left him a Note of the Name Sette 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 Original Complainant and Cross Defendant Gopaul dass in this Cause, and that he hath so known him twenty Years or thereabouts — and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Goverdendass in this Cause, and that he hath so known him from his Infancy — and more Saith not to this Interrogatory. —

2nd ..... To the second Interrogatory this Deponent Saith, that he know the deceased Ragonadass carried on business jointly with his Brother Ramdass during his life time, but this Deponent Saith that he doth not know of the Defendant Vellapah Sunder Goverdendass or any other Person being concerned with them and that this is all he knows of the Questions required by this Interrogatory. — and more Saith not to this Interrogatory. —

5th ..... To the fifth Interrogatory this Deponent Saith, that he knows that Ragonadadass about Sixteen Years ago carried on Business for Ramdass, but not in the Capacity of a Gomastah or Agent, but Solely upon account of the joint Concern that he had with his said Brother Ramdass — and more Saith not to this Interrog.

6th ..... To the Sixth Interrogatory this Deponent Saith that the usual Commission

Commission, established among the Guzerat Soucars is two ⅌ Cent allowed to those that transact the Business and that the Same is charged in the accounts for the purpose of regulating the Books accounts — and more Saith not to this or the last Interrogatory —

Oliver Colt
Examr.

Mayor's Court at Madraspatnam

Between Gopaul Doss of Madras Administrator to all and Singular the Goods and Chattles Rights and Credits of Ragunadadoss late of Madras Soucar or Banker deceased by his Attorney — William Lewcock of the Same place Inhabitant Complainant and Cross-Defendant and Vellapah Sunder Goverdendoss of the Same place Soucar or Banker Original Defendant and Cross Complainant.

On the Part of the Original Defendt. and Cross Complainant

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

Sandedoss Savedoss of Madras Diamond Merchant Aged 65 Years or thereabouts — being produced as a Witness in this Cause On the Parte of the Original Defendant and Cross Complainant was on the 30th Day of September 1784. Signefied at the Office of Mr. Edward Ellis who is Attorney for the Original Complainant and Cross Defendant by Kistnah 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 Original Complainant and Cross Defendant Gopauldoss in this Cause, and that he hath so known him thirty Years or thereabouts — and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him from his Infancy — and more Saith not to this Interrogatory —

3d. To the third Interrogatory this Deponent Saith, that he knows that the deceased Ragonadadoss about Seven Years ago & about four or five days before his death did send for the Defendant and in the presence of Vencoosha Kistnadoss Morely doss this Deponent and Several other People delivered over to the said Defendt. a Escrutore under Lock and Key, containing Jewels and this Deponent further Saith at the time Ragonadadoss delivered over the said box of Jewels to the said Defendant he particularly instructed him to receive and collect other Jewels of his to the amount of about eight Hundred Pagodas which he said were in the possession of Sundry Persons, and that the said Ragonadadoss after he had given Such orders to collect in his Jewels, ordered and directed the said Defendant, to pay and Satisfy Such his Creditors whose demands in the whole did not exceed the Sum of Eight hundred Star Pagodas, and that the above said Defendt. promised and undertook so to do This Deponent further Saith that the said Ragonadadoss at the Same directed the said Defindant to deliver over the Box of Jewels Locked and Sealed as abovementioned to his brother Ramdoss, and that upon receipt

of any the Jewels that were in possession of Sundry Persons the Same were to be appropriated in discharging the said Ragonada-doss's lawful debts, and the balance if there was any to be deli-vered likewise to Ramdoss This Deponent further Saith that he never heard of any Partnership — and more saith not to this or the last Interrogatory. —

Oliver Colt
Examr.

Mayor's Court at
Madraspatnam

Between Gopauldoss of Madras Administrator to all and Singular the Goods and Chattles Rights and Credits of Ragunadadoss late of Madras Sou-car or Banker deceased by his Attorney William Lowcock of the Same place Inhabitant Complainant and Cross Defendant and Vellapah Sunder-Goverdendoss of the Same place Sou-car on Banker Original Defendant and Cross Complainant. —

On the Part of the Original Defen-dant & Cross Complainant.

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

Goculdoss Ragavadoss of Madras Merchant Aged 39 Years

Original Defendant and Cross Complainant was on the 11th Day of September 1784. Signefied at the Office of Mr. Edward Ellis who is Attorney for the Original Complainant & Cross Defendant by Kistnah 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 & Examined Deposeth as followeth —

1st. - - - - To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant Gopauldoss in this Cause, and that he hath so known him fifteen Years or there-abouts — and that he doth know the Original Defendant and Cross Complainant Vallapah Sunder Goverdendoss in this Cause, and that he hath so known him twenty Years or thereabouts — and more Saith not to this Interrogatory. —

3d. . . . . To the third Interrogatory this Deponent saith, that he doth know that the said deceased Ragonadadoss Just before his Decease did send for the Defendant in the Presence of certain Persons and delivered over unto him the said Defendant an Escrutore under Lock and Key, Sealed, and said to contain Jewels this De-ponent further saith that he doth not remember the Year, or Month that this happened in, but that the Persons pre-sent at that time were Mollee Dovaracar Doss Gocul Doss, this Deponent and Several other Persons, whose names this Deponent doth not at present recollect. This Deponent further Saith that the said Ragonadadoss at the time he de-livered the above said Escrutore to the aforesaid Defendant he particularly Instructed him the said Defendant to de-liver it to Ramdoss the brother of the said Ragonadadoss this Deponent —

Deponent further Saith that he never heard of the said Ragonadadoss having given Instructions to the said Defendant respecting any Jewels to be collected which were in possession of Sundry Persons nor Does He knew any thing more of the Questions required by this or the last Interrogatory.—

Oliver Colt
Examr.

Mayor's Court at Madraspatnam

Between Gopauldoss of Madras Administrator to all and Singular the Goods and Chattles Rights and Credits of Ragonadadoss late of Madras Soucar or Banker deceased by his Attorney William Lewcock of the Same place Inhabitant Complainant and Cross Defendant and Vellapah Sunder Goverdendoss of the Same place Soucar or Banker Original Defendant and Cross Complainant

On the Part of the Original Defendant & Cross Complainant

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

Goculdoss Moorly doss of Madras Soucar Diamond Merchant. Aged 35. Years or thereabouts—being produced as a Witness in this Cause, On the Part of the Original Defendant and Cross Complainant was on

the 9th Day of September 1784. Signefied at the Office of Mr. Edward Ellis who is Attorney for the Original Complainant & Cross Defendant by Kistnah 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 Original Complainant and Cross Defendant Gopauldoss in this Cause, and that he hath so known him ten or fourteen Years.— and that he doth know the Original Defendant & Cross Complainant Valapah Sunder Goverdendoss in this Cause, and that he hath so known him from his Infency.— and more Saith not to this Interrogatory—

5th ..... To the fifth Interrogatory this Deponent Saith, that Ragoonadoss in his life transacted the business of his Brother Ramdoss to the best of this Deponents recolliction about Eleven Years ago but not in the Capacity either of an Agent or Gomastah, but merely as a Brother, and that no Partnership ever existed and more saith not to this Interrogatory.—

6th ..... To the Sixth Interrogatory this Deponent saith, that the usual Commission establishad amongst the Guzerat Soucar is two ℔ Cent to the Person that transacts the business, and that the same is charged in their Books of Accounts for the purpose of regulating their Books of accounts and that this Custom is observed betwixt Father and Son.— and more Saith not to this or the last Interrogatory.—

Oliver Colt
Examr.

Mayor's Court at
Madraspatnam

Between Gopaul Doss of Madras administrator to all and Singular the Goods and Chattles Rights and Credits of Ragunadadoss late of Madras Sowcar or Banker deceased by his Attorney William Lewcock of the same place Inhabitant Complainant and Cross Defendant and Vellapah Sunder Goverdendoss of the same place Sowcar or Banker Original Defendant and Cross Complainant —

On the Part of the Original Defendant & Cross Complainant

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

Kistnahdoss Bagavandoss of Madras Diamond Merchant Aged 29 Years or thereabouts — being produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the 5th Day of October 1784. Sworn & affirmed at the Office of Mr Edward Ellis who is Attorney for the Original Complainant and Cross Defendant by Kistnah My Servant who also left him a Note of the Name Settle 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 Original Complainant and Cross Defendant Gopaul Doss in this Cause, and that he hath so known him ten or twelve Years — and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him fifteen Years or thereabouts — and more saith not to this Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith, that he knows that about Eight or ten Years ago the said Ragonadadoss in his Life time, transacted Business for his Brother Ramdoss, but not in the Capacity either of an Agent or Gomastah, but merely on Account of the Relationship between them — and more saith not to this Interrogatory —

6th ..... To the Sixt Interrogatory this Deponent saith, that the Customary Commission Established among the Guzerat Sowcars is Some times two p Cent and at other times three p Cent according to the agreement made by the Parties to the Person that transact the Business, and that the same is charged in their Books of Accounts, for the Purpose of regulating their Books of accounts — and more saith not to this or the last Interrogatory —

Oliver Colt.
Exam.r

Mayor's Court at
Madraspatnam

Between Gopaul Doss of Madras Administrator to all and Singular the Goods and Chattles Rights and Credits of Ragunadadoss late of Madras Sowcar or Banker deceased by his Attorney William Lewcock

of the Same Place Inhabitan Com-
plainant and Cross Defendant and
Vellapah Sunder Goverdendoss of the
Same place Sowcar or Banker Original
Defendant and Cross Complainant.
On the Part of the Original De-
fendant and Cross Complainant

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

Kistnadoss of Madras Sowcar Aged 30 Years or thereabouts, being pro-
duced as a Witness in this Cause On the Part of the Original Defendant and
Cross Complainant was on the 4th Day of September 1784. Sworn and Exa-
mined at the Office of Mr. Edward Ellis who is Attorney for the Original Complainant and Cross
Defendant by Kistnah 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—

1st ..... To the first Interrogatory this Deponent saith, that he doth know
the Original Complainant and Cross Defendant Gopaul doss in
this Cause, and that he hath so known him Eight Years or there-
abouts — and that he doth know the Original Defendant and
Cross Complainant Vellapah Sunder Goverdendoss in this
Cause, and that he hath so known him fifteen Years or there-
abouts — and more Saith not to this Interrogatory. —

7th ..... To the Seventh Interrogatory this Deponent saith, upon pro-
ducing and Shewing to him at this the time of his Examina-
tion, the Paper writing marked N.1. purporting to be a Letter
written as from Manavardas Son and Heir of Ragonadoss that

the hand writing thereof is the proper hand writing of the said
Manavardoss and this Deponent Saith he become acquainted
therewith, from comparing this Letter marked N.1. with another
Letter he had in his profession of Manavardoss's own hand
writing — and more Saith not to this or the last Interrog.—

Oliver Colt
Exam.

Mayor's Court at Madraspatnam

Between Gopaul Doss of
Madras Administrator to all
and Singular the Goods and Chattles
Rights and Credits of Ragunada-
doss late of Madras Sowcar or
Banker deceased by his Attorney
William Lewcock of the Same place
Inhabetant Complainant and
Cross Defendant and Vellapah
Sunder Goverdendoss of the Same
place Sowcar or Banker Original
Defendant & Cross Complainant
On the Part of the Original De-
fendant & Cross Complainant

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

Vencoo Narrainahdoss of Mamymudgoo but at present at
Madras Diamond Merchant Aged 26 Years or thereabouts being

produced as a Witness in this Cause on the Part of the Original Defend.t and Cross Complainant was on the 17th Day of January 1785. Signified at the Office of Mr. Edward Ellis who is Attorney for the Original Complainant and Cross Defendant by Venatachellum 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 Original Complainant and Cross Defendant Gopaul dass in this Cause, and that he hath so known him Eight Years or thereabouts and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Goverdundass in this Cause, and that he hath so known him ten Years or thereabouts and more saith not to this Interrogatory. —

8th ..... To the Eighth Interrogatory this Deponent saith, that he was appointed Agent by Manawerdass in Sundry transactions of his at Madras and that he received orders or directions from him to pay to the original Defendant and Cross Complainant what ever balance was due to him and to dispose of Sundry Jewels from the proceeds of which this balance was to be paid and this Deponent saith that he and Gopaul dass did accordingly sell the Jewels and paid the full Amount of the sales to the Original Defendant and Cross Complainant. And this Deponent further saith that upon looking on the paper produced to him at this the time of his Examination marked No. 2 he knows it to be the Hand writing of Manawerdass — and more saith not to this or the last Interrogatory. —

At the time of Signing this Deponent saith, that some of the Jewels above mentioned were sold by him and Gopaul dass

Jointly and some by Murly dass Duarcardass and this or Deponent further saith that Manawardass dis discharged the debt contracted by Ramdass his Uncle and did collect such debt as were due to him the said Ramdass at Benyanapella. —

Spalding
Exam.r

Mayors Court at Madraspatnam

Between Gopaul Dass of Madras Administrator to all and singular the Goods and Chattles Rights and Credits of Ragunadadass late of Madras Soucar or Banker deceased by his Attorney William Lewcock of the same place Inhabitant Complainant and Cross Defendant and Vellapah Sunder Goverdundass of the same place Soucar or Banker Original Defend.ts and Cross Complainants.

On the Part of the Original Defendant and Cross Compl.ts

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

Gungadut Pundiah of Madras Diamond & Coral Merchant Aged 40 Years or thereabouts being produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the 9th Day of September 1784 Signified at the Office of Mr. Edward Ellis who is Attorney for the Original Complainant and Cross Defendant by Kistnah my Servent 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 Original Complainant and Cross Defendant Gopaudoss in this Cause, and that he hath so known him Eight Years or thereabouts and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Govendendoss in this Cause, and that he hath so known him ten Years or thereabouts — and more Saith not to this Interrogatory —

9th ..... To the Ninth Interrogatory this Deponent Saith that he knows that one Kistna Sunkrabat of Madras Soucar did sell and dispose of two Diamonds Rings the Property of and belonging to the said Ragonadoss this Deponent saith that he does not know of any Partners being concerned but that the amount of the Same was nine hundred and fifty Pagodas and that the Amount thereof was paid into Vellapah Sunder Govendendoss the Original Defendant and Cross Complainant in this Cause — and more Saith not to this or the last Interrogatory —

Oliver Colt
Exam.r

Mayor's Court at
Madraspatnam

Between Gopaul Doss of Madras Administrator to all and Singular the Goods and Chattles and Rights and Credits of Ragunadadoss late of Madras Soucar & Banker deceased by his Attorney William Lewcock of the Same place Inhabitant Complainant and Cross Defend.t and Vellapah Sunder Govendendoss of the same place Soucar or Banker Original Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Complainant

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

Callianadoss Kistnadoss of Madras Diamond Merchant Aged 50 Years or thereabouts being produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the 19th Day of October 1784 Signified at the Office of Mr. Edward Ellis who is Attorney for the Original Complainant and Cross Defendant by Kistnah my Servant who also left 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 following —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant Gopaudoss in this Cause, and that he hath so known him Seventy or thirty Years or thereabouts — and that he doth know the Original Defendant & Cross Complainant Vellapah Sunder Govendendoss in this Cause,

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

Ragoonadoss Cooshellsha of Madras Merchant Aged 22 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the 10th Day of Sept.r 1784 Signified at the Office of Mr. Edward Ellis who is Attorney for the Original Complainant and Cross Defendant by his Clerk 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 Original Complainant and Cross Defendant Gopaul doss in this Cause and that he hath so known him four or five years — and that he doth know the Original Defendant and Cross Complainant Vallapah Sunder Goverdendoss in this Cause and that he hath so known him the same time — and more saith not to this Interrogatory —

10th ..... To the tenth Interrogatory this Deponent saith, that he knows nothing of the Subject required by this Interrogatory — and more saith not to this or the last Interrogatory —

Oliver Colt
Exam.r

and that he hath so known him thirty five Years or thereabouts — and more saith not to this Interrogatory —

10th ..... To tenth Interrogatory this Deponent saith that he never at any time paid any Sums of Money whatever, unto the above said Defend.t and Cross Complainant on Account of one Ramdoss the Brother of the said Ragonadoss But that Ramdoss was indebted to him the Sum of Seventeen Pagodas for Payment of which Sum This Deponent made application to Gopauldoss, who referd him to the Defendant Vallapah Sunder Goverdendoss for whom he received that Sum, This Deponent further saith that he granted a receipt to the said Defendant for that Sum as so much Money received from Ramdoss — and more saith not to this or the last Interrogatory —

Oliver Colt
Exam.r

Mayor's Court at Madraspatnam

Between Gopaul Doss of Madras Administrator to all and Singular the Goods and Chattles Rights and Credits of Ragunadadoss late of Madras Sowcar or Banker deceased by his Attorney William Lewcock of the Same place Inhabitant Complainant and Cross Defendant and Vallapah Sunder Goverdendoss of the Same place Sowcar or Banker Original Defend.t and Cross Complainant

Mayor's Court at
Madraspatnam

Between Gopaul Doss of Madras Administrator to all and Singular the Goods and Chattles & Rights and Credits of Ragunadadoss late of Madras Sawcar or Banker deceased by his Attorney William Lewcock of the same place Inhabitant Complainant and Cross Defendant and Vellapah Sunder Goverdendoss of the same place Sawcar or Banker Original Defendant and Cross Complainant

On the Part of the Original Defendt and Cross Complainant.

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

Goverdendoss Gouldoss of Madras Diamond Merchant aged 25 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the 11th Day of February 1785. Signified at the Office of Mr Edward Ellis who his Attorney for the Original Complainant and Cross Defendant by Vencatachellum my Servant who also left him a Note of the Name Settle & 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 Original Complainant and Cross Defendant Gopaul-doss in this Cause, and that he hath so known him five or six Years — and that he doth know the Original Defendt and Cross Complainant Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him ten Years or thereabouts and more Saith not to this Interrogatory. —

7th ..... To the Seventh Interrogatory this Deponent saith, that the Paper purporting to be a Letter writing as from Manavardoss one of the Persons related to and in partnership with Ragunadoss and produced at this the time of his Examination was writing by this Deponent by the direction of Manavardoss the Son of Ragunadoss and that the said Manavardoss did afterwards Sign the same and send it to the Defendant — and more Saith not to this or the last Interrogatory. —

J Spalding
Exam.r

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause and Cross Depending and at Issue in the Honble the Mayor's Court at Madraspatnam Wherein Gopaul Doss of Madras Administrator to all and Singular the Goods and Chattle Rights and Credits of Raggonadoss late of Madras Sowcar or Banker Deceased by his Attorney William Lewis of the same place Inhabitant Complainant and Cross Defendant and Vellapa Sunder Govendoss of the same place Sowcar or Banker Original Defendant and Cross Complainant.

On the part and behalf of the Original Defendant and Cross Complainant.—

To all the Witnesses } 1st ... Do You know or do you not know, the parties Complainant and Defendant in the Title of these Interrogatories Named, and Did you know or did you not know the Deceased Raggonadoss in his life time? If yea, How long have you known them, or either and which of them Declare.—

To Gopaul Doss Mootadoss, and Govendoss Doss ... } 2nd ... Look upon the paper Writing or Language now produced and Shewn to you at this the time

of your Examination purporting to be an Account Between the Deceased Raggonadoss, his Brother Ramdoss, and their Father Vencaladry with the Original Defendant and Cross Complainant, is the same a true and exact Account from the Several Books of the Concern or House? If Yea, Set forth the same, and how You become Acquainted therewith particularly & Declare.—

To all the Witnesses } 3rd ... Do You know or do You not know, of any other Matter or Thing, or have you heard or Can you Say any thing Touching the Matters in Question, in this Original Causes and Cross Cause that may tend to the Benefit and Advantage of the Original Defendant and Cross Complainant in this Cause and Cross Cause besides what You have been herein before Interrogated unto? If yea Declare the same fully and at Large as if you had been particularly Interrogated thereon of the best of your knowledge Remembrance and Belief and how you became Acquainted therewith.—

Chal. P Bromley

Atty Anj. Defdt. & Cross Complt.

Dr. Raggoonadoss his Brother Ramdoss and their Father

1777 Octr.	23rd	To Balance due from the House of the Deceased Raggonadoss in his life time as adjusted this day at Moonumudgos in the Cundapa Country			
		To do. do. at Bonnah	3431	7.	70.
		To do. do. at Gadawal	2282	33.	15.
		To do. do. at Cuddapah	934	9.	—
		To do. do. due to my Brother Ballakisnadoss to my Account	7.	7.	25.
		To do. due by Vencatadry the Father of the Said Deceased Raggonadoss	2084	—	—
		To Cash left with the Deceased Raggonadoss in his life time to pay to my Daughter Rasaby	300	—	—
		To Cash pd Gowlis handoss by Order of Manevardoss Son of the said Raggonadoss, Nephew to Ramdoss Grandson of Vencatadry	274	6.	60.
		To Cash paid the following persons by Order of Raggonadoss before his Death Viz.t	218	—	—
	11th				
June	18.	To King Maker	8	—	—
July	22nd	To Bill of Exchange drawn on Nourmaul in favor of Manevardoss R.s 203 @ 350 pr 1/0 Pr.	58.	—	—
	3rd	To Cash pd Caure Boy, the widow of Raggonadoss	10.	—	—
Augt.	17th	To do. pd John Chilumboja	2.	33.	15.
Septr.	17	To do. pd Latchambay	14.	—	—
	26	To Cash pd Samboo Seafoo	54.	9.	45.
Octr.	22nd	To do. pd Ramdoss	100.	—	—
	28th	To do. pd Bookungee	96.	4.	40.
	11th	To do. pd Kisphnis Handkerbut	232.	19.	55.
	28	To do. pd Vanuram Dava	26.	3.	30.
Decr.	20.	To do. pd Boturjee Dava	6.	30.	30.
1778 Jany.	22	To do. pd Diamond Broker	14.	—	—
	17	To do. pd Sooby Coondah	3.	5.	8.
Feby.	9	To do. pd Manoken Ragavadoss	3.	6.	15.
		To do. pd Sanchora	22.	27.	—
Apl.	8	To do. pd Ganjaram R.s 142 or	40.	20.	60.
			692.	15.	60.
			9532.	28.	10.

Vencatadry in Account Current with Vallapa Sunderjeverdandoss — Cr.

1777 May	11th 14	By Balance due to the House of Raggavadoss in his Life time at Madras	66.	31.	40.
June	6	By Cash recd of Jagasiver on Acct. of the said Deceased Ragganadoss House	5.	18.	—
		By do. do. of Shantadoss	24.	—	—
July	26	By do. do. of Shastarlas for One Diamond Brilliant that was Sold by him, belonging to the Deceased Raggavadoss	145.	18.	—
Octr.	2nd 28.	By Do. being the Amount of Insurance premium due to the Share of the Deceased Raggavadoss	160.	—	—
		By do. do. of Ramdoss Wife	335.	30.	30.
		By Do. do. Remitted by Ramdoss from Cuddapah	215.	—	—
1778 Apl.	13	By do. do. of Ramparsiken for 2 Brilliants that were Sold by him belonging to the Decd. Raggavadoss	950.	—	—
June	18	By do. do. of Vencas Ragavadoss	2.	27.	—
July	15.	By do. do. of Vencas Narraindoss on Acct. Ragavadoss Vittaldoss at Trechinopoly	28.	11.	20.
Octr.	20	By do. do. of Vencas Narraindoss for a Brilliant Sold by him belonging to the Decd Raggavadoss	752.	—	—
		By do. do. of Raggavadoss Shamdoss for a Diamond Brilliant Sold by him	80.	27.	—
Novr.	10	By Cash Recd of Vencas Narraindoss for a parcel of Jewels Sold by him out of the Executore	2820.	—	—
1779 Octr.	28	By do. do. of Vencas Narraindoss for Jewels Sold by him in Retail from the Executore	2072.	28.	10.
Decr.	2nd 28	By do. do. of Gocul Vittaldoss for an Aun Jewel Sold by him	102.	—	—
1780 Jany.	3rd	By do. do. Recd of Moorlidoss for Jewels Sold by him the Executore by the Consent of Vencas Narraindoss	140.	27.	—
1782 May	11th 11.	By Cash Recd for from Diamond Rings Sold by him	344.	4.	40.
		Carr.d forw.d Pat	8246.	6.	60.

Dr. Raggoonadoss, his Brother Ramdoss and their Father Vencatadry in Account with Vellapah Sunder Goverdandoss ... Cr.

1778		Brat. Over	692.. 15. 60	9531. 28. 10.	
July	15th	To Cash pd. Cullanadoss Vencooger daradoss by Order of Gopauldoss, & Vencoodoss on Account of their Ballance due to them by Ramdoss at Moonumudgos	28.. 11.. 20		
Octr.	28th	Tod. pd. Soorjee Maul	1. 25. 70		
Novr.	7.	Tod. pd. Comurjee Dava	1. 15. 60		
1779.					
March	10th	Tod. pd. French Diamond Worker	16.. " .. "		
		Tod. pd. a Bottle of Acqua Fort	1.. " .. "	740. 32. 50.	
1783.					
Septr.	25	To Interest on the above Sums from their respective dates to this day @ 9. ₰ Cent pr. Annum		6743. 9.	
		Dagds.		17015. 33. 60.	

Madras 25th Septr. 1783.

Errors Excepted.

(Signed) Vallapsunder Goverdandoss

Chas. Bromley

Atty. O. Dr. & Cr. Compt.

1782		Brot. forwd.	8246. 6. 60.		
July	4	By Cash Recd. for a Diamond Ring Sold by Moorludoss for ~~Pat~~ 385. 34. 70. the Houses 11/16 Share being 11/16 is	265. 12. 30.		
Augt.	21.	By do. Recd. for 4 Diamond Brilliants Sold by him	89. 28. 10.		
1783.					
Septr.	25.	By Int. on above Sums from their respective dates to this day @ 9. ₰ Cent pr. Annum	4074. 22. 40.		
		By Ballance	4340. " "		
		Dagds.	17015. 33. 60.		

A true Traslate as near as can be from the Guzerate Language by

Soobarayam, Interpt.

Mayors Court at Madraspatnam

Between Gopaul Doss of Madras Administrator to all and Singular the Goods and Chattles Right and Credits of Raggoonadoss late of Madras Soucar or Banker Deceased by his Atty William Lewesck of the Same place Inhabitant Complainant and Cross Defendant and Vellapa Sunder Goverdendoss of the Same place Soucar or Banker Original Defendant & Cross Complainant.

On the Part of the Original Defendant and Cross Complainant.

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

Goculdoss Moorludoss of Madras Diamond Merchant Aged 35. Years or thereabouts – being produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the 13th Day of January 1785. Signified at the Office of Mr. Edward Ellies who is Attorney for the Original Complainant and Cross Defendant by Vencatachellum 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 being Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent saith that he doth

Mayors Court at Madraspatnam

Between Gopaul Doss of Madras Administrator to all and Singular the Goods and Chattles Right and Credits of Raggoonadoss late of Madras Soucar or Banker Deceased by his Atty William Lewesck of the Same place Inhabitant Complainant and Cross Defendant and Vellapa Sunder Goverdendoss of the Same place Soucar or Banker Original Defendant & Cross Complainant.

On the Part of the Original Defendant and Cross Complainant.

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

Goculdoss Moorludoss of Madras Diamond Merchant Aged 35. years or thereabouts — being produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the 13th Day of January 1785. Signified at the Office of Mr. Edward Ellies who is Attorney for the Original Complainant and Cross Defendant by Vencatachellum 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 being Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent saith the

know the Original Complainant and Cross Defendant Gopaulds in this Cause, and that he hath so known him ten or twelve Years — and that he doth know the Original Defendant and Cross Complainant Vellapah Sunder Goverdends in this Cause, and that he hath so known him twenty five Years or thereabouts and more Saith not to this Interrogatory —

2nd ... To the Second Interrogatory this Deponent saith, that he is a Relation to the Defendant Vellapah Sunder Goverdends and that he had frequent occasion to be at the House of the Defendant and to look at his Books that he believes the account produced to him at this the time of his Examination is a true and exact Copy from the said Books and that the particularly recollects the Sum of two hundred and Seventy four Pagodas Six fanams and Sixty Cash which is an Article in the said Account and was Money due from Ramds to this Deponent which was paid at Madras — and more Saith not to this Interrogatory —

To the last Interrogatory this Deponent saith, that the deceased Raggonads, his Brother Ramds and their Father Venkatadry were all partiners in the Same House — and More Saith not to this Interrogatory —

J Spalding
Exam.

Mayor's Court at
Madraspatnam

Between Gopaul Ds of Madras Administrator to all and Singular the Goods and Chattles Rights and Credits of Raggonads late of Madras Soucar or Banker Deceased by his Attorney William Lewcock of the same place Inhabitant Complaint and Cross Defendant and Vellapah Sunder Goverdends of the Same place Soucar or Banker Original Defendant and Cross Complainant — On the Part of the Original Defendant and Cross Complainant.

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

Goverdends Gouldds of Madras Diamond Merchant Aged 25 Years or thereabouts — being produced as a Witness in this Cause — On the Part of the Original Defendant and Cross Complainant was on the 7th Day of January 1785. Sworn at the Office of Mr Edward Ellis who is Attorney for the Original Complainant and Cross Defendt by Venkatachellum 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 Original Complainant and Cross Defendant Gopauldoss in this Cause, and that he hath so known him five or Six Years.— and that he doth know the Original Defendant and Cross Complt. Vellapah Sunder Goverdendoss in this Cause, and that he hath so known him ten Years or thereabouts — and more Saith not to this Interrogatory.—

2nd ..... To the Second Interrogatory this Deponent saith, that the accompt now produced and Shewn to him at this the time of his Examination purporting to be an Account and written in the Guzirat Language he believes is a true and exact Copy from the Books of the Concern or Soucar House of the deceased Raggoonadoss his Brother Ramdoss and their Father Vencatadry with the Original Defendant and Cross Complainant and this Deponent saith that he was a Relation to the Original Defendant and Cross Complainant and had occasion, to took at the Books of the House — and more Saith not to this Interry.

To the last Interrogatory this Deponent further saith, that to the best of his Recollection it was about five or Six Years ago that the Original Complainant and Cross Defendant wrote a Letter in the Guzeral language to the Original Defendant and Cross Complt. promissing to pay the balance of the above accompt to the Original Defendant and Cross Compainant which Letter this Deponent then saw in the hands of the Original Defendant & Cross Complainant and this Deponent further saith that the Original Complainant and Cross Defendant mentioned in the said Letter that

and Durangee promissing to pay the above balance — And this Deponent further saith that Raggoonadoss his Brother Ramdoss their Father Vencatadry and Monhur the Son of Raggoonadoss were all join'd together in one House or concern and that the Signature of any one of them was binding upon all the Rest in the same manner as if all the Partner had Signed — and more Saith not to this Interrogatory.—

J. Spaldinge
Examr.

Translation of a Letter from Gopauldoss unto Goverdendoss Shatjee —

Concerning the Affairs of the Manoherdoss Ragoonadoss I had Agreed to comply According to Your Proposal but nothing of them is settled, for the future According to the Account of your Bank which you got from the Several Banks or Shops at Poona, Gaddaval; Balakistnadoss Account, also Moonemadgoo, Oppalapaudoo and Cadapah I shall Assign Over such Ballance as appear by them Accounts upon whom you like, There is a bag of Jewels and Books of Account with Seal at Guddaval — also there is a Parcel Sealed and left at Ulumpoor, a Single and Double Bags of Jewels sealed & left at Oppalapadoor and there is another sealed Scritoir Containing with the Jewles at this place all the said Bags &Ca are belonging to Manahordoss you should deliver them to same Person upon whom you got the assignment and Receive Your Money According to Your

Same Day b...

1st ..... s...

2nd ...

Manchordoss – in which if there should appeared more Rahe
due to you for which I gave you Security who will pay you that
– and in Case if there should appear a ballance lesser then the
Sum I now assigned to You which you should repay to Man
hordoss – If you will act in the manner aforesaid it will be bette
– if you could not comply with it what Shall I do, but that I
shall only allow Interest until the 30th Saravanum 1833 Gezeret
Style or 11th November 1778 and after that Period I will not reckon
Interest – if you will not Settle the Matter let it remain till such
time it required you could not Sell any Part of the said Jewels – I wrote
this to inform you, as also I have acquainted you with the aforesaid
matter thro' the means of Makundoss & Doorajee, I wrote this
Circumstance to convence you Dated the 29th of Poosheya Bahoola
Chadur days Mungalavarum or 22d day of January. –

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

Soobaroyam
Interpr.

Chas. Bromley
Atty Defend. & Cross Complt.

-plainant ...

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Filed 21st June 1785

In the Honble the Mayors Court at Madraspatnam

Between Gyspauldoss Administrator to the Estate and Effects of Ragunadadoss Deceased by his attorney William Lewcock of the same Place Inhabitant Original Complainant and Cross Defendant and Vellapah Sunder Gowerdendoss of the same Place Sowcar Original Defendant and Cross Complainant.

Exceptions taken by the abovenamed Original Complainant and Cross Defendant to the Exhibit dated the Twenty Second January delivered in on the part of the Original Defendant and Cross Complainant as also to the Interrogatories Exhibited to and the Depositions taken by the Examiner of this Honble Court of Vencoo Narrainah Doss, Gouldoss Moorleedoss, and Gowerdendoss Gouldoss produced as Witnesses on the part of the above Named Original Defendant and Cross Complainant—

First. This said Original Complainant and Cross Defendant Excepts to the abovementioned Exhibit as irregular and the precedented the same Not being Mentioned or Referred to in any part of the Proceedings in the Cause or Cross Cause whereby the said Original Complainant and Cross Defendant might have had the benefit of Speially Pleadings and bringing the

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to Proof according to the established Rules and practice of this Honble Court wherefore the said Original Complainant and Cross Defendt saith that the said Exhibit ought to be Suppressed, over Ruled and set aside—

Secondly. The said Original Complainant and Cross Defendant Excepts to the abovementioned Interrogatories and Depositions of the said Vencoo Narrainah Doss, Gouldoss Moorleedoss and Gowerdendoss Gouldoss touching the said Exhibits and became they were Examined previous to the filing of the Original Defendant and Cross Complainants affidavit for Enlarging Publication as appears by the date of the affidavit Sowit First Day of February One Thousand Seven hundred and Eighty five and the Depositions were taken on the Seventh Thirteenth and Seventeenth Days of January One Thousand Seven hundred and Eighty five— The said Original Complainant and Cross Defendt saith that by the Standing Orders and invariable practice of this Honble Court Depositions of Witnesses could not have been taken and Examined to the said Interrogatories untill the Affidavit was properly Entered of record in this Honble Court and a Rule Passed for parties to Examine Witnesses that by the Original Defendant and Cross Complainants Examining Witnesses in such irregular way previous to the said Affidavit being Recorded and by his not adhering to the Rules and Practice of this Honble Court he the Original Defendant and Cross Complainant deprived this Original Complainant and Cross Defendant of the benefit of Either Cross Examining the Witnesses produced by the said Original Defendant and Cross Complainant or

have been done — wherefore this Original Complainant and Cross Defendant Prays that the Interrogatories aforesaid and the Defendants thereunto may be Annulled Suppressed Over ruled and set aside —

For which Reasons the said Original Complainant and Cross Defendant Excepts to the said Exhibits Interroga=tories and Depositions and humbly Prays that the same may be Over Oused and Set aside with Costs to be paid by the said Original Defendant and Cross Complainant.

Edward Ellis

Atty for the Original Complt. & Cross Defendt.

Filed 1st July 1785

Between Gopauldoss Admor to the Estate and Effects of Ragoonadadoss Deceased by his attorney William Lewcock of Madras Inhabitant Original Com=plainant and Cross Defendant And Vellapah Sunder Goverdendoss of the same place Soucar Original Defendant and Cross Complainant.

The Answer of Vellapah Sunder Goverdindoss abovementioned to the Exception of the abovesaid Gopauldoss —

The said Respondent in Support of his Ex=hibit under date the 22d January in the present Year 1785 and

also in support of his Interrogatories and the Depositions thereto taken on the part of the Respondent by the Examiner of this Honble Court, being the Depositions of Vencoo Narrain Doss, Goculdoss, Moorludoss, and Goverdendoss Goculdoss, who were produced as Witnesses on the part of the Respondent, to the First Cause Assigned by the abovesaid Gopauldoss as an Exception to the Exhibit, (but what that Exhibit is, the Complainant has not Setforth in his Exception) as irregular and Unprecedented as the same was not mentioned or Referred to in any part of the Proceedings in the Original Cause or Cross Cause, whereby the said Complainant and Cross Defendant, might have the Benefit of Special Pleading and bring the same to Proof In Answer thereto, the Respondent Says, the Complainant having as Admi=nistrator to Ragoonadadoss preferred a Bill of Complaint a=gainst the Defendant for the Ballance of an Account Current, the Proof thereof lays with the Complainant, and as the Respon=dent deemed it necessary to prefer a Cross Bill of Complaint a=gainst the said Gopauldoss as Administrator for the Ballance of his Account with the Estate, it became a Duty incumbent on him to Prove the same according to Law, being by the Testimony of Evidence after Issue joined and before a Rule is granted for Publica=tion to pass, the Complainant Charges the Respondent with a Debt due to the Deceased Ragoonadadoss and the Respondent denies it and Charges the Complainant as Administrator afore mentioned, being Indebted to him in a considerable Ballance to the Amount of Four thousand three hundred and forty Pagodas, which the other denies, whereupon Issue is joined upon General Proceedings and Witnesses Examined as to the Truth thereof Exhibits under the Hand Writing of the Complainant to shew, that he himself declared a Ballance in favor of the Respondent, the Hand Writing thereof is also proved, all of which is fair and legal

and according to the Usage and Custom of the several Courts of Record, as reported in the adjudged Cases in the Law of Evidence, the Exhibit, that is excepted to contains no Matter that is new or Foreign to the Subject matter in difference but has a Reference to the account Current annexed to the Answer of the Respondent and Specially Set forth in the Cross Bill of Complaint, and which has an Affinety to the Replication of the Original Complainant Gopaulds, and whose Answer to the Respondents Cross Bill requires such Exhibit to be shewn at the proper Stage of the Business, as Expectation of the said Gopaulds's denying to be indebted as administrator unto the said Respondent, The Respondent further Says, that if a Complainant or Defendant has any Special matter to shew to the Court he is at Liberty to plead it Specially, or give it in Evidence, but as by the Tenor of the proceedings, between the parties in Litigation, there appeared a very heavy Expance was increasing, should any further Arguments be made use of by way of Reply and Rejoinder, to Obviate which & bring the matter to a speedy Issue, and save Expences, the Respondent deemed it necessary to Reply and Rejoin Generelly, as the Merits of the Case required no further Plea or Argument to be made use, the whole depending on Evidence, The Respondent further saith, as he is advised, that every person who brings his Action should take care and be clear in the Ground work of such Actions he should be certain of his Evidence, in failure of which he loses his Cause, and wherever a person appears Defendant he is at Liberty to plead any writing in his proceedings before Issue joined or give it in Evidence before the Hearing of the Cause, and if any

Writing that is duly proved or admitted by the opposite party and produced as an Exhibit the Court will admit of the same, if pertinent to the merits of the Cause, as such Exhibit is a furtherance of Justice, here in the present Case, the Respondent Says, an action is brought by a Cross Bill of Complaint which the Cross Defendant Gopaulds denies and as there are General proceedings on the same, the Exhibit in question is produced to Shew, that the demand is just — this Exhibit the Respondent says, as he is advised, is not like unto a Deed of Assignment or power of Atty which must be pleaded and Shewn to the Court with a Profert in Curia of the Original, as such Exhibits, only shew, that the said Gopaulds knew, that the Respondent had a demand on the Estate and Effects of the Deceased Ragoonaths. The Respondent further Says he admits that had the said Gopaulds as administrators been Sued upon a Deed, that then such Deed ought to have been Exhibited and shewn in the Proceedings before Issue joined, but as the said Gopaulds as administrator, was only Sued on Account Current, It was on ways necessary to shew or set forth the Proof or Evidence the Respondent had to produce in support of such Account, untill after Issue had been joined, The Respondent further Says that he is under no legal Obligation to plead or Set forth in his proceedings, any Special matter before Issue joined of It is Enough that he produces Evidence in support of his demand to the Satisfaction of this Honble Court, of this Opinion the Court of Kings Bench have adjudged at the most likely means to come to a speedy determination and save Expences, for all which Reasons the Respondent

and according to the Usage and Custom of the several Courts of Record, as reported in the adjudged Cases in the Law of Evidence, the Exhibit, that is excepted to contains no Matter that is new or Foreign to the Subject matter in difference but has a Reference to the account Current annexed to the Answer of the Respondent and Specially Set forth in the Cross Bill of Complaint, and which has an Affinety to the Replication of the Original Complainant Gopaulds, and whose Answer to the Respondents Cross Bill requires such Exhibit to be shewn at the proper Stage of the Business, as Expectation of the said Gopaulds's denying to be indebted as administrator unto the said Respondent, The Respondent further Says, that if a Complainant or Defendant has any Special matter to shew to the Court he is at liberty to plead it Specially, or give it in Evidence, but as by the Tenor of the proceedings, between the parties in litigation, there appeared a very heavy Expance was increasing, should any further Arguments be made use of by way of Reply and Rejoinder, to Obviate which &, bring the matter to a speedy Issue, and save Expences, the Respondent deemed it necessary to Reply and Rejoin Generally, as the Merits of the Case required no further Plea or Argument to be made use, the whole depending on Evidence, The Respondent further saith, as he is advised, that every person who brings his Action should take care and be clear on the Ground work of such Actions, he should be certain of his Evidence, in failure of which he looses his Cause, and wherever a person appears Defendant he is at liberty to plead any writing in his proceedings before Issue joined or give it in Evidence before the Hearing of the Cause, and if any

Writing that is duly proved or admitted by the opposite party and produced as an Exhibit the Court will admit of the same, if pertinent to the merits of the Cause, as such Exhibit is a furtherance of Justice, here in the present Case, the Respondent Says, an action is brought by a Cross Bill of Complaint which the Cross Defendant Gopaulds denies and as there are General proceedings on the same, the Exhibit in question is produced to Shew, that the demand is just — this Exhibit the Respondent says, as he is advised, is not like unto a Deed of Assignment or power of Attny which must be pleaded and Shewn to the Court with a Profert in Curia of the Original, as such Exhibits, only shew, that the said Gopaulds knew, that the Respondent had a demand on the Estate and Effects of the Deceased Ragoonauds. The Respondent further Says he admits that had the said Gopaulds as administrator been Sued upon a Deed, that then such Deed ought to have been Exhibited and shewn in the Proceedings before Issue joined, but as the said Gopaulds as Administrator, was only Sued on Account Current, It was on ways necessary to shew or set forth the Proof or Evidence the Respondent had to produce in support of such Account, untill after Issue had been joined, The Respondent further Says that he is under no legal Obligation to plead or Set forth in his proceedings, any Special matter before Issue joined of It is Enough that he produces Evidence in support of his demand to the Satisfaction of this Honble Court, of this Opinion the Court of Kings Bench have adjudged at the most likely means to come to a speedy determination and save Expences, for all which Reasons the Respondent

the said Gopaulds shall be admitted as good Evidence to shew that a demand in favor of the Respondent Exhisted.—

The Respondent further Says, to the second Exception made to the Interrogatories of the Respondent and to the Depositions of Veneos Narrain Doss, Gouldoss Maorludoss, and Goverdindoss Gouldoss touching, the said Exhibit, the Examination of whom, the said Gopaulds asserts, were previous to the filings of the Original Defendant and Cross Complainant/meaning this Respondent/ affidavit of Enlarging Publication as appeared by the date of the affidavit of the first of February 1785 and the Depositions taken the 7th 13th and 17th days of January 1785." whereby an Irregularity was Committed contrary to the standing Orders of this Honble Court, as the said Gopaulds says and asserts, "that Depositions of Witnesses could not "be taken and Examined untill the Affidavit was properly Entred "of Record in this Honble Court and a Rule passed for the Examination "of Witnesses whereby, the said Gopaulds says he was deprived of "the benefits of either Cross Examining the Witnesses or Examining "fresh Evidences which the asserts was materially necessary to be done —In Answer to this second Exception, The Respondent Answers and says, that some time in the beginning of December, this Respondents Attorney at Law, was taken very ill, and not able to attend this Honble Court, that an advantage was by the Original Complainants Gopaulds taken thereof and on the 20th of the said month, the Examiner was prevailed on to send a Note of this Honble Court, although One of the Witnesses on the part of the Complainant had not signed to his Depositions and three of the Respondents

Witnesses, namely the aforesaid Veneos Narrain Doss, Goverdindoss Gouldoss and Gouldoss Maorludoss had not then made their appearance, this Irregularity of proceeding appearing upon the Motion of Mr. Henry Dudley for Mr. Charles Bromley that the Court did on the same 20th day of December 1784, made an Order to Enlarge Publication upon Affidavit being made by the Respondent and his Attorney at Law, as will fully appear by reference being had to a Copy of such Rule of this Honble Court.— Whereupon this Respondent saith that on the 24th of the said Month of December, Affidavits were made and Sworn to by the Respondent and his said Attorney at Law, Copies whereof are hereunto annexed for the inspection of this Honble Court and the Original now on Record in the same— The Respondent further says that these Affidavits with the two Rules of Court were Shewn to the Examiner who proceeded to the Examination of the Respondents said Witnesses, and a note thereof was by the said Examiner sent to the said Gopaulds's Attorney at Law, Mr. Edward Ellis, at the time they were respectively produced to the Examiner, the Respondent further says, that under this Order, and another Order made in continuation thereof for the Enlarging of Publication, the said Complainant Gopaulds Examined two Witnesses the one of the 4th of March 1785 and the other of the 7th of the said Month of March, as appears by a Copy of two notes from the Examiner hereto Annexed which in fact was very irregular on the part of the Original Complainant Gopaulds, who ought first to have made the like affidavits as those of the Respondent and his Attorney of not having seen the Depositions that had been taken, The Respondent says, there could be no irregularity on his part, as he Examined his Witnesses under a Note

on these Affidavits being sheworn in Court the 25th January in the present Year 1785, it was the Opinion of the Court at the Instance of the said Gopauldoss's Attorney that some irregularity had taken place in the Attestation of the Affidavit of the Respondent, although the Original Affidavit was said to be in the Language of the Respondent, and the Translate in English a true one, and the Contents whereof were understood by the Respondent, whereupon this Honble Court ordered the Examination of Witnesses to stop, untill this Error was rectifyed, but this Injunction did destroy the Depositions that had been previously taken, the Respondent further says that his Witnesses were all Examined and Ready to Pas. Publication, but as the said Original Complainant wanted to Examine further Witnesses a pretence to hinder passing Publication, was made, and a further Rule to Examine Witnesses issued, and the Complainant Examined his Witnesses without any Affidavit and at last Publication passed the 15th March last past though the Respondent did not Examine a single Witness after the Injunction to stay Examination of Witnesses had issued. The Respondent further says that the Examination of his Witnesses were regular, they were all Examined under the Rule for Enlarging Publication of the 20th December and their Depositions no ways impeached or Invalid, for the Affidavit of Vellapah Sunder Goverdindoss made pursuant to the Order of the 20th December was good, and whether the Attestation of the Interpreter was Right or wrong, the Credibility of the Affidavit was not in the least Effected thereby, no more than the filing of the Bill of Complaint, filed on a particular day and dated to have been filed on another day, The Respondent

that had such Affidavit been made before a person no ways Invested to Administer Oaths, in such Case the Affidavits was Invalid and went for nothing as having no Effect, The Respondent further Says that he is humbly of Opinion that the Examination of his Witnesses are Regular and formal and according to Law and that the Interrogatories Depositions and Exhibits ought to stand and be admitted as being very material Evidence in Support of the Respondents demand, without whose Testimony the Respondent cannot safely proceed to Trial, which the Respondent prays may be Admitted and the Exceptions of the Complainant Gopauldoss be thrown out with Costs to be paid the Respondent.

Chas. Bromley
Atty Respondt.

Extract

N. 1.

Extract from the Minutes of a Court Held at the Town Hall on Monday the 20th. Day of December Anno Domini 1784.—

Present

John Menzies Esquire Mayor

Edw.d John Hollond and Robert Ewing

Aldermen

Gopauldoss Admr. of Ragoonadadoss Deceased by his Attorney William Lewcock

Pltffs

Vellapah Sunder Goverdendoss

Et. E. Contra

Note from the Examiner to the Register Read Accompanying the Depositions in these Causes Mr. Henry DuPuy for Mr. Charles Bromley the Attorney for the Original Defendant and Cross Complainant prays that Publication may be enlarged upon the Attorney and his Clients taking the Usual Oaths.— Ordered Accordingly.—

A true Extract

(Signed) James Taylor

Regr.

A true Copy

Chas. Bromley

N.2.

In the Mayors Court

Between Gopauldoss Administrator of Ragoonadoss by his Attorney William Lewcock Original Complainant and Cross Defendant and Vallapah Sunder Goverdendoss Original Defendant and Cross Complainant.—

Vallapah Sunder Goverdendoss of Madras Sowcar or Banker the above Original Defendant and Cross Complainant Maketh Oath and Saeth, that the several Depositions taken in this Cause before the Examiner in this Honble Court have not been Read, or Heard Read, by this Deponent, nor hath this Deponent been informed or Acquainted with the purport or Contents of the said Several Depositions so taken, nor will this Deponent See, Hear, Read, or be informed of the Purport or Contents of the said Several Depositions untill Publication shall pass by the Order of this Honble Court.—

(Signed) Vellapah Sundera Goverdendoss.

A true Translate from the Original Guzerat by Seobiah Court Interpreter.

Fort St. George
the 24th. Decemr. 1784.

(Signed) Chas. Bromley
Atty Original Defendt & Cross Compl.t

Sworn to before me
(Signed) Philipe Stowey
Mayor

A true Copy
Chas. Bromley

N.3.

In the Mayors Court

Between Gopauldoss Administrator of Raggoonadoss by his Attorney William Lewcock Original Complainant and Cross Defendant, and Vellapah Sunder Goverdendoss Original Defendant and Cross Complainant.

Charles Bromley of Fort Saint George Gentleman One of the Attornies of the Honble the Mayor's Court at Madraspatnam, and the Attorney for the abovesaid Original Defend^t and Cross Complainant Vallapah Sunder Goverdendoss Maketh Oath and Saith, that the several Depositions taken in this Cause before the Examiner to the said Honble the Mayors Court, Have not been seen Read, or Heard Read, by this Deponent been informed or acquainted with the purport or Contents of the said Depositions so taken nor will this Deponent see, Hear, Read, or be informed of the Purport or Contents of the said Depositions untill Publication shall pass by the Order of this Honble Court.

Fort St George
24th Decem^r 1784

(Signed) Chas Bromley
Att^y Orig^l Defend^t
& Cross Compl^t

Sworn to before me
(Signed) Robt Ewing
alderman

A true Copy Chas Bromley
att^y Respond^t

N.4.

In the Cause Gopauldoss
~~vers~~
Vellapah Sunder Goverdendoss

Sir

Thaucollum Tomboo Chetty of Mad^s Redwood Merchant, is produced as a Witness, On the Part of the Original Complainant and Cross Defendant

Fort St George
4th March 1785.

I am
Sir
Your very Ob^t Servt
(Signed) J. Spalding
Ex^r

A true Copy Chas Bromley
att^y Respond^t

N.5.

In the Cause Gopauldoss
vers
Vellapah Sunder Goverdendoss

Sir

Samey Ayah of Madras Broker, is produced as a Witness, on the Part of the Original Complainant and Cross Defendant

Fort St George
7th March 1785.

I am
Sir
Your very Ob^t Servt
(Signed) J. Spalding
Ex^r

A true Copy
Chas Bromley
att^y Respond^t

N.6.

In the Mayor's Court

Between Gopauldoss Administrator of Ragoonadadoss by his Attorney William Lewcock Original Complainant and Cross Defendant And Vallapah Sunder Goverdendoss Original Defendant and Cross Complainant

Vallapah Sunder Goverdendoss of Madras Soucar or Banker the above Original Defendant and Cross Complainant Maketh Oath and Saith that the several Depositions taken in this Cause before the Examiner in this Honble Court Have not been Read, or Heard Read by this Deponent nor Hath this Deponent been informed or Acquainted with the purport or Contents of the said Several Depositions so taken nor will this Deponent See Hear Read or be informed of the purport or Contents of the said Several Depositions untill Publication shall pass by the Order of this Honble Court

(Signed) Uellapah Sunder Goverdendoss

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

(Signed) Soobaroyam
Interp^r.

Fort St George
29th Jan^ry 1785.

Sworn to before me
(Signed) Philip Stowey
Mayor

A true Copy
(Signed) James Taylor
Reg^r.

(Signed) Chas Bromley
Att^y Arig^l Def^t &c. Compl^t.

A true Copy
Chas Bromley
Att^y Respond^t.

N.7.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of January Anno Domini 1785.

Present

Mr. James Call Senior Alderman

Edward Garrow and Josias Dupre Porcher

Aldermen

Gopauldoss Administrator of Ragoonadadoss by his Attorney William Lewcock

vers

Vallapah Sunder Goverdindoss

Et E Contra

Affidavits of the Defendant and his Attorney at Law Charles Bromley Swon to before the Mayor And filed the 24th December last Mr. Henry DuPuy for Mr. Charles Bromley prays, that the Affidavit of the Defendant may be taken off the file there being a mistake in the Certification of the Translate thereof and that Publication may be enlarged upon another Affidavit being filed Ordered accordingly. And that the Examination of Witnesses be Stayed in the mean time.

A true Extract
(Signed) James Taylor
Reg^r.

A true Copy
Chas Bromley

N.6.

In the Mayor's Court

Between Gopauldoss Administrator of Ragoonadadoss by his Attorney William Lewcock Original Complainant and Cross Defendant And Vallapah Sunder Goverdendoss Original Defendant and Cross Complainant

Vallapah Sunder Goverdendoss of Madras Soucar or Banker the above Original Defendant and Cross Complainant Maketh Oath and Saith that the several Depositions taken in this Cause before the Examiner in this Honble Court Have not been Read, or Heard Read by this Deponent nor Hath this Deponent been informed or Acquainted with the purport or Contents of the said Several Depositions so taken nor will this Deponent See Hear Read or be informed of the purport or Contents of the said Several Depositions untill Publication shall pass by the Order of this Honble Court

(Signed) Uellapah Sunder Goverdendoss

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

(Signed) Soobaroyam
Interp^r.

Fort St George
29th Jan^ry 1785.

A true Copy
(Signed) James Taylor
Reg^r.

Sworn to before me
(Signed) Philip Stowey
Mayor

(Signed) Chas Bromley
Att^y Orig^l Def^t & C. Compl^t.

A true Copy
Chas Bromley
Att^y Respond^t.

N.7.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of January Anno Domini 1785.

Present

Mr. James Call Senior Alderman

Edward Garrow and Josias Dupre Porcher

Aldermen

Gopauldoss Administrator of Ragoonadadoss by his Attorney William Lewcock

vers

Vallapah Sunder Goverdindoss

Et E Contra

Affidavits of the Defendant and his Attorney at Law Charles Bromley Sworn to before the Mayor And filed the 24th December last Mr. Henry DuPuy for Mr. Charles Bromley prays, that the Affidavit of the Defendant may be taken off the file there being a mistake in the Certification of the Translate thereof and that Publication may be enlarged upon another Affidavit being filed Ordered accordingly. And that the Examination of Witnesses be Stayed in the mean time.

A true Extract
(Signed) James Taylor
Reg^r.

A true Copy
Chas Bromley

N. 8.

Gopauldoss Admor of Ragunadadoss Deceased by his Atty William Lewcock

vers

Vellapah Sunder Goverdendoss

Et. E. Contra

Further Day is given the Parties till the 8th March Next to Examine Witnesses in default of which Publication will pass in this Causes.—

Town Hall
22nd Febry 1785

Hur

James Taylor
Regr.

A true Copy Chas. Bromley
Atty Respondt.

N. 9.

Gopaudoss Admor of Ragunadadoss by his attorney William Lewcock

vers

Vellapah Sunder Goverdendoss

Et. E. Contra

Further Day is given the Parties till the 15th Instant to Examine Witnesses in default of which Publication will pass in this Cause

Town Hall
8th March 1785

Hur

(Signed) James Taylor
Regr.

A true Copy Chas. Bromley
Atty Respondt.

N. 10.

Gopauldoss Admor of Ragunadadoss by his Atty William Lewcock

vers

Vellapah Sunder Goverdendoss

Et. E. Contra

Publication is passed in these Cause

Town Hall
15th March 1785

Hur

(Signed) James Taylor
Regr.

A true Copy Chas. Bromley
Atty Respondt.

Mayor's Court at Madraspatnam

Friday the 24th day of March Anno Domini 1786.—

Present

Robert Ewing Esquire Mayor

James Call — Edwd. John Hollond

Edward Garrow — William Webb

John Menzies — George Sawage and

Vencentio Corbett — Aldermen

Between Goupal Doss of Madras Administrator of all and Singular the Goods and Chattles Rights and Credits of Ragunadadoss formely of Madras Inhabitant Deceased by his Attorney William Lewcock of the same place Inhabitant Complainant and Vellapah Sunder Goverdendoss also of Madras Inhabitant Defendant

These Causes Coming on to be heard and Debated this day in the presence of the Attorneys on both Sides on Reading The Complainants Original Bill with an Account Current and an Assignment Annexed, This Original Defendant Answer with an Account Current Annexed, The Cross Bill, The Replication, The Cross Answer with an Account Current Annexed,

The General Rejoinder, The General Cross Replication, The Cross General Rejoinder, The Interrogatories and Depositions on the part of the Original Complainant and Cross Defendant with one Exhibit Marked A annexed, The Interrogatories and Depositions on the part of the Original Defendant and Cross Complainant with Two Exhibits N.1. & 2. annexed, On Hearing the Pleadings & made Use of by the Attornies and on due Consideration had thereon This Cause doth think fit to Order and Decree and doth accordingly Order and Decree that the Original Bill do Stand & Dismissed with Costs to be paid by the Original Complainant, and it is further Ordered and Decreed that the Cross Bill do Stand Dismissed with Costs to be paid by the Cross Complainant.

HCR

Filed in Court the
14. February 1786

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Elizabeth Fairney Widow and Administratrix of all and Singular the Goods Chattels Rights Credits and Effects of John Fairney deceased having duly obtained from the Honble Court Letters of administration thereto That Condapah Chitty and Goorroonada Chitty of Madras Inhabitants stand justly and truely indebted unto Your Oratrix as Administratrix as aforesaid in the Sum of Two Thousand and Seventeen Pagodas and Twenty five Fanams Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eight hundred and Seven Pounds as will more fully and at large appear by Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court the Original whereof is in Your Oratrix's Possession and Ready to be produced when Required and in Order to shew to the Satisfaction of this Honble Court how the said Condapah Chitty and Goorroonada Chitty have made themselves responsible to Your Oratrix for the said Sum of Two Thousand and Seventeen Pagodas and twenty five Fanams Your Oratrix Sheweth that Tammanala Son of the said Condapah Chitty in and by his Promissory Note bearing Date the Seventeenth day of February One Thousand Seven hundred and Eighty [illegible] granted in favor of Your Oratrix

and forty four Pagodas and twelve Fanams as by a Copy of the said Note hereunto Annexed will more fully appear and which Your Oratrix prays may be taken as part of this her Bill of Complaint the Original whereof is in Your Oratrixes Possession and Ready to be produced to this Honble Court when required that some months after settling Account and after the said Promissory Note was granted by the said Tannamala as aforesaid Your Oratrix insisted upon his the said Tannamala either taking up his said Note or lodging ample Security in Your Oratrixes Hands equal to the Amount thereof Whereupon the said Tannamala made a tender to Your Oratrix of sundry Papers among which were two Promissory Notes granted by William Augustus Dobbyn in favor of the said Tannamala also a Bond of a Nature and one other Bond of the Honble Company together with Sundry Accounts and Vouchers against Colonel Kelly to a considerable Amount But they being Demands of every old date and upon persons for the most part out of the Jurisdiction of this Honble Court Your Oratrix did not deem the same a sufficient Security for the said Sum of One Thousand Eight hundred and forty four Pagodas and twelve Fanams and accordingly refused to Accept thereof Your Oratrix further Sheweth that not being able to get any Satisfaction from the said Tannamala and hearing he the said Tannamala had dealings to an extensive Amount with his Father Condapah Chitty one of the above named Defendants and that he the said Condapah Chitty had Properly in his Hands belonging to the said Tannamala Your

Oratrix was induced to apply to the said Condapah Chitty to request he would discharge out of the Balance so remaining in his Hands and due to the said Tannamala the Amount due to Your Oratrix on Account of the said Promissory Note as aforesaid when the said Condapah Chitty promised Your Oratrix that so soon as he has settled Accounts with the said Tannamala he would pay the Amount of Your Oratrixes Demand Provided Your Oratrix would likewise promise not to Arrest or take any Steps whatever against the said Tannamala untel he the said Condapah Chitty should have so settled his said Account which Your Oratrix not Suspecting that the said Request was made by the said Condapah with any sinister View or Intention of depriving Your Oratrix of an Opportunity of recovering his said Demand from the said Tannamala promised and agreed to Your Oratrix further sheweth that some days after the said Tannamala came and informed your Oratrix that the said Condapah his Father had stripped and taken from him all his property and amongst the rest those papers and Vouchers which he the said Tannamala had formerly offered to Your Oratrix as a Security for her said Demand and also that he the said Condapah had received the Amount of the Bond granted by the Native as herein before mentioned and that therefore he the said Condapah had no excuse or pretence for not paying Your Said Oratrix her said Demand he having

More then sufficient property in his Hands belonging to the said Tammamala for that purpose But now so it is and may it please this Honble Court the said Condapah Chitty Combining and confi=derating with the said Gorroonada Chitty and divers other Persons at Present unknown to Your Oratrix but whose names when dis=covered Your Oratrix prays may be made Parties hereto with apt words to charge them how to defraud Your said Oratrix of her said Demand so due as aforesaid obstinately and wilfully refuse to pay the same or to give Your Oratrix any Manner of Satisfac=tion touching the Premises pretending some time that they have no Property belonging to the said Tammamala in their Poss=ession and at others times that Provided Your Oratrix would make some Abatement of her said Demand that they would satisfy it Wherefore Your Oratrix saith that her said Demand being in every respect equitable and just and allowed to be such by the said Tammama=la before he granted his promissory Note for the same as aforesaid the said Condapah Chitty and Gorroonada Chitty have no Right to expect any Abatement whatsoever but that by having promised in Manner aforesaid to discharge Your Oratrix's Demand they and particularly the said Condapah Chitty are thereby bound to perform it To the End therefore that the said Condapah Chitty and Gorroona=da Chitty and their Confederates when discovered may upon their respective Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before set forth and alledged and more particularly whether he the said Condapah

Chitty did not by means of the said Gorroonada Chitty or some other person or relation of him the said Condapah Chitty send word to Your said Oratrix that as soon as he had settled some accounts with his said son Tammamala that he would pay the Amount of Your Oratrix said Demand and whether Your Oratrix did not upon the said Conda=pah Chitty so undertaking to satisfy his Demand agree to sus=pend all proceedings against the said Tammamala Chitty and whether they the said Condapah Chitty and Gorroonada Chitty or either of them have not Possessed themselves of all and every or any part of the property of the said Tammamala more than sufficient to satisfy Your Oratrix said demand and Particularly of the two Notes granted by the said William Augustus Dobbyn the Bonds of the said Native and the said Honble Company with the several papers and Vouchers against the said Colonel Kelly and whether they have not since recovered to Respective Amounts thereof or of any Part thereof especially the Land granted by the said Na=tive and whether upon Your Oratrix applying to the said Conda=pah he the said Condapah did not send Word back to Your Oratrix by the said Gorroonada or Cadaling a Nuick Mr Popham's Dubash that Provided an Abatement was made he would satisfy Your Oratrix said Demand And that the said Condapah Chitty and Gorroonada Chitty may be decreed to pay unto Your Oratrix the aforesaid Sum of Two Thousand and Seventeen Pagodas and twenty five fanams with all such Interest or more as shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court because the said Condapah Chitty and Gor=roonada Chitty 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 certain time and place to be by this Honble Court prefixed and appointed then and there to Answer the Premises Your Oratrix'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

Chas Baker

Dr. { Condapeah Chitty & Gooroonada Chitty in Account Current with Elizabeth Fairney } Cr.
{ Administratrix to the Estate and Effects of late John Fairney Deceased }

(246)

1785 Nov.r 29th	To the Amount of Commissory Note granted by Tammanda Chitty to me of this date	184.12.-	1785 Nov.r 29th	By Balance due	2017.25.-
29	To Interest on D.o from 17th Febry to this day is 9 mo & 12 D.s at 12 p.r Cent p.r Annum	173.13.-			
	Pagodas	2017.25.-		Pagodas	2017.25.-

Madras Nov.r 29th 1785.

Errors Excepted p Elizabeth Fairney

Attest Chas Baker

(247)

Mr Dumma Tammanda Chitty the Complainants Witness duly Sworn and Interpreted by Mr Gooroonada Chitty deposeth and saith that he was present and saw the Complainant Elizabeth Fairney sign and seal the Instrument of Writing now produced and shewn to this Deponent marked (A) bearing Date the 29th day of November 1785 for the Sum of Pagodas 184.12.-

Tammanda

Attest Chas Baker

Sworn 1/1786

Mr Peter Moss of Counsel with the Complainant and Mr Edmund Saltwell Solicitor for the Defendants Exhibits in this Cause Produced and Shewn to the Deponent Mr Edmund Saltwell Solicitor for the Defendants

perform as supposed undertaking and promise suggested to be
made by these Defendants to pay the Sum of One Thousand
Eight Hundred and forty four Pagodas and Twelve fanams
the amount of a pretended note of hand granted by one Tannam
Chitty unto the said Complainant, and to which pretended un
taking or promise or any Relief thereupon these Defendants
that by Statute or act of parliament made in the Twenty Ni
Year of the reign of King Charles the Second entitled an act
prevention of fraud and prejuri[illegible] is amongest other
enacted, That [illegible] after the Twenty fourth day of
which wo[illegible] year of our [illegible] person, unless the
and Seventy [illegible] action [illegible] on shall be brought or
the Defendant upon any spe[illegible] f shall be in Writing and
[illegible] with or some other person
[illegible] him lawfully [illegible] And these Defendants aver
[illegible] they nor either of them nor any person by them or either of
them lawfully nor any person by them or either of them lawfully
authorized did ever make or sing any Agreement or promise to
Answer for the said Debt or any default or miscarriage of the said
Tannamala Chitty or to any such effect as by the said Bill is
suggested or any Memorandum or note in Writing of any Agree
ment [illegible] between for a concerning the payment thereof or any

part

part thereof unto the Complainant. And therefore these Defend.ts
do plead the said act of parliament and matter aforesaid in Bar
of any relief prayed by the said Bill, and humbly pray the judge
ment of this Court whether they shall be compelled to make
any further or other answer thereunto and pray to be hence dis
missed with their Costs and Charges in this behalf sustained —

Wm Dupuy
attg Defend.t

...ongest other ...

...d after the Twenty fo... the day of ...

13/13

...act from the Minutes of a Court Held at the Town
... on Tuesday the 18th day of April Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
George Savage and Josias DuPré Porcher
Aldermen

...eth Fairney Administratrix of John Fairney Deceased.
vers
...apah Chitty and Gooroonadah Chitty
...ll with Copy of an Account Current and an Promissory Note
... Read.

... Defendants to the Bill Co-
... the Presence of the Attorneys
...men ...
on both Sides and M... ...wing had due Consideration had
thereon are of Opinion that the Pleas made Use of by the Defen-
dants in their Plea are good and Sufficient This Court doth
therefore think fit to Order and doth Accordingly Order
that the Complainants Bill do itt and Dismissed with Costs.

Hur

Filed 26th Sept. 1785

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Peter Walker of Fort Saint George Gentleman One of the Attorneys of this Honble Court that Chellapah Moodeliar of the same Place Inhabitant Stands justly and truely indebted unto Your Orator in the full and just Sum of Two hundred and Seventy One Pagodas and Ten fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for Every Pagoda the Sum of One hundred and Eight Pounds and Ten Shillings or thereabouts as will more fully and at large Appear by the Copy of an Account Current and Copy of a Bill of Exchange drawn by the said Chellapah Moodeliar on One Benjamen Roebuck Esquire of Calcutta in favore of Your Orator and Protested for non Acceptance as also a Copy of a Letter from the said Benjamen Roebuck to Alexander Colvan Esquire Your Orators Attorney at Calcutt hereunto annexed for the Inspection of the Honble Court which Your Orator Prays may be admitted as part of this Your Orators Bill of Complaint the Originals thereof now being in Your Orators Possession and Ready to be Produced to this Honble Court when he shall be thereunto Required Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested Payment from the said Chellapah Moodeliar of the said Sum of Two hundred and Seventy One Pagodas and

But now so it is may it Please this Honble that the said Chellapah Moodeliar obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction Touching the Premisses Your Orator therefore Prays a General Relief such as to this Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Chellapah Moodeliar 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 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 Ten fanams together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Chellapah Moodeliar 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 thereon as to this Honble Court Shall Seem Meet.

Peter Walker
atty for Compltt

This Bill was Sworn to me between the Days of adjournment at Last Court day September 26th 1785 — Sr

Dr. Chellapah Moodaliar in Account Current With Peter Walker Cr.

1784 Octr.	24th	To Amount your Bill of Exchange on Mr. Benjamen Roobuck which returned Protested at 400 A Rupees ₰ % Pagodas	258	–	–	1785 Feby	2nd	By Ballance due	271	10 –
1785 Feby	2d	To Interest on the above Sum to this Day being 3 mo. & 8 d. @ 12 ₰ Ct. ₰ a.	8	10	–					
		To Cash paid by My attys. at Calcutta the Charges of the Protest Postage &c.	5	–	–					
		Pagd.	271	10	–			Pagd.	271	10 –

Fort St. George 2d. February 1785
E. E. ₰ Peter Walker
Peter Walker

a true Copy

Exchange for Star Pagd. 258 @ 400 A Rs. ₰ % A Rs. 1032. or Cu Rs. 1114 9. –

Fort St. George 24th Octr. 1784 –

Sir

At Twenty Days Sight of this my first Bill of Exchange Second and third of the same Tenor and Date not paid Please to pay or cause to be paid unto Peter Walker Esquire or Order the sum of One Thousand One hundred and fourteen Current Rupees and nine Anas and please the same to the Account of

Sir

Your Most Obedient & Most humble Servt.

(Signed) Chellapah

To Benjaman Roabuck Esquire
Calcutta

To Banjaman Roabuck Esquire
Calcutta

Fort St. George 24th Octr. 1784 –

Sir

I have this Day drawn on You a sett of Bills of first Second & third of the same Tenor & Date Payable at Twenty [illegible] Peter Walker Esquire or Order the Sum of One Thousand

One hundred and fourteen Current Rupees and Nine Anas – which I beg you will honor on Account of

Sir

your Most Obedient & Most humbly Servant –

(Signed) Chellapah

P. S. the above is for the amount of Mr. Douail Murrays note of hand. –

On the fourth Day of December in the Year of Our Lord One thousand seven hundred and Eighty four at the Request of the Peter Walker Esquire the holder of the Original Bill of Exchange above Copied I John Gardner Notary Publick by Lawful Authority from the Archiepiscopal Court of Canterbury duly and Lawfully admitted and sworn residing and practising in the Town of Calcutta at Fort William in Bengal did Present the said Original Bill to the within Named Benjaman Roakuck Esquire the Drawee named in the said bill for his acceptance who declined to Accept the same became the Drawer had no demands on him whereupon I the said Notary at the Request aforesaid have Protested and do hereby most Solemnly protest Against the said Drawee for non-Acceptance and Against all others concerned for all Change Rechange Costs Interest Damages and expences already sustained or that may or shall hereafter be sustained by and to the non acceptance of the said Bill of Exchange. –

Thus done an Protested at Calcutta aforesaid in the presence of John Stapleton and Walter Montack

L. S.

In faith and Testimony whereof I the said Notary Publick have hereunto set my hand and Seal this Day and Year above Written – (Signed) J. Gardner
Notary Publick

Alexr. Colvin Esqr.

Dear Sir

I have not any thing to do with it having only sent round the Bill to recover the Amount if possible I therefore cannot accept it or make myself responsible for a Sum of Money I had no Concern with -

Yours

B: Roebuck

Calcutta
Novr. 30th. 1784.

a true Copy Peter Walker

Mayor's Court at Madraspatnam

Tuesday the 2nd. Day of May Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
Edward John Hollond and Vencentio Corbett
Aldermen

Between Peter Walker of Fort Saint George Gentleman One of the Attorneys of this Honble Court Complainant and Chellapah Moodaliar of the same Place Inhabitant Defendant

It Appearing by the Records of this Court that 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 and Ten fanams / Pagodas 271.-10.- / 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.

Hw

Filed 31st. March 1786.

To the Honble the Mayors Court at Madraspatnam

Humbly complaining sheweth unto this Honble Court Your Orator John Storey of Madras Inhabitant that Samuel Crawford of the same Place Inhabitant stands justly and truely endebted unto Your Orator in the full and just Sum of Forty Star Pagodas Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Sixteen Pounds as does more particularly and at lage appear by the Copy of a Promissory Note 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 whereas Your Orator hath frequently and in an Amicable Manner requested Payment of the said sum of Forty Star Pagodas from the said

But now so it is may it please this Honble Court the said Samuel Crawford Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premisses Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreable to Equity and Good Conscience To the End therefore that the said Samuel Crawford 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 intent 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 Forty Star Pag^das by the all such Interest as now is or hereafter may [illegible] thereon and also all Costs of this Suit.

John Hollon[illegible]

Ald[illegible]

May [illegible]

the said Samuel Crawfo[illegible] the Sheriff of Fort Saint Ge[illegible] the Districts thereof Personally Court at a Certain time and Pla[illegible] fixed and Appointed then and th[illegible] Bill of Complaint and further to stand to and abide by such Order and Decree therein as this Honble Court Shall seem Meet.

[illegible] this Honble Court to Cause [illegible] Summoned and Required by [illegible] of Madras patnam and [illegible] Appear before this Honble [illegible] be by this Honble Court pre- [illegible] to Answer this Your Orator's

P. Spencer } Complt^s
J. Grierson } attys

Fort St George
this 31st day of March 1786
This Bill was shewn to one in the [illegible] Set a Summons

Pag^s 40

Fort St George Decem^r 10th 1785.

Two months after Date I promise to pay to Mr Jno Storey or his order the Sum of Forty Star Pagodas for value received by me this Day — as witness my hand —

(Signed) Saml Crawford

A true Copy

P. Spencer } Complt^s
J. Grierson } attys

Mayor's Court at Madraspatnam

Tuesday the 9th day of May Anno Domini 1786

Present

Robert Ewing Esquire Mayor
Edward Garrow and John Menzies
Aldermen

Between John Storey of Madras Inhabitant Complainant and Samuel Crawford of the same Place Inhabitant Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to answer the Complainant's Bill which he has Negected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall

Francisco Xavier Brandam de Souza ..... Dr.

1785.

Jany. 14th To the Amount of Your Mortgage Bond of this day ..... 374 - - - -

To Interest on Dr. to the 14th Novr. 10 Months @ 12 p Ct. p Ann. 37 - 14 - 32

Augt. 2nd To the Amount of Your Mortgage Bond of this date for 100 Pags. paid You at different times only Pags. 84 - 1 } 84 - - 1 - -

Pagodas 495 - 15 - 32

Madras
15th Novr. 1785

E. E. &c

Edwd. Lewcock
a true Copy
Peter Walker
atty for Complt.

Mayor's Court at Madraspa[illegible] Tuesday the 9th day of May [illegible] ini 1786.

[illegible] truely indebted [illegible] Hundred a[illegible] two Ca[illegible]

[illegible] Mackenzies
[illegible] Aldermen

Between Edward Lewcock of Madras Inhabitant Compt. & Francisco Xavier Brandam de Souza 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 Four hundred and Ninety five Pagodas fifteen fanams and Thirty two Cash (Pagodas 495 - 15 - 32) 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 in Court this 14th March 1786

To the Honble the Mayor's Court at Madraspatnam —

Humbly Complaining Sheweth unto this Honble Court Your Orator Tandava Chitty by his Attorney Jacob Rouchey of Madras Inhabitant That Narraina Naig of the same place Inhabitant Stands Justly and truely Indebted unto Your Orator in the full and Just Sum of Eighty nine Pagodas and Twenty 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 Thirty five Pounds and Sixteen Shillings as will more fully and at Large appear by Copy of an Account Current and an Assignment hereunto annexed for the Inspection of this Honble Court and which Your Orator prays may be admitted as part of this his Bill of Complaint the Original whereof is in Your Orator Attorneys Custody and ready to be produced whenever this Honble Court shall require and Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested payment from the said Narraina Naig of the said Sum of Eighty nine Pagodas and Twenty three fanams —

But now so it is May it Please this Honble Court the said Narraina Naig 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 re-lief such as to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that the said Nar-raina Naig 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 heare again re-peated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Eighty Nine Pagodas and Twenty three fanams 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 Narraina Naig to be Summoned and Requi-red 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 Com-plaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.—

Chas. Baker
Compl.t Atty.

Dr. Narraina Naig in Account Current with Tandava Chitty ... Cr.

1786 Feb. 18	To Amount of the Ballance of your own hand writing dated this day	66.42	1786 March 8	By Ballance Due
	To Interest on Do. to this day is 11. 20. @ 12 p Cent p Annum	7.31		
1786 Feb. 29	To the Amount of an Account Settled in Presence of both	14.33		
	To Paid Cooley for Carrying Bottles	8		
	Pagodas	89.23		Pagodas 89.23

Fort Saint George 8th March 1786

Copy
Chas. Baker

E. E. ff
Atty.

To all People to whom these Presents shall come Greeting

Whereas Narrainaney of Madras Inhabitant on the Ballance of an Account Current bearing date the Eighth day of March in the Year of Our Lord One Thousand Seven hundred and Eighty Six Stands Indebted unto Tandava Chitty of the same place Inhabitant in the Sum of Eighty nine Pagodas and Twenty three fanams Current Money of Madras as in and by the said Account Current May appear

Now Know ye that the said Tandava Chitty for a Valuable Consideration to him in hand paid by Jacob Rouchey also of the same place Inhabitant at or before the Sealing and Delivery of this Present to the receipt whereof is hereby Acknowledged hath the said Tandava Chitty hath assigned and Setover and by these presents Doth assign and Setover unto the said Jacob Rouchey the said Account Current and the Money or Amount Principal and Interest thereupon due and owing and which may become due thereon and all his Right of in and to the same and every Part thereof and the said Tandava Chitty for the Consideration aforesaid hath made Constituted and appointed and by these Presents Doe make Constitute and appoint the said Jacob Rouchey 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 Proper use and benefit of the said Jacob Rouchey his Executors and Administrators to ask require demand and Receive of the said Narraina Naig 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 Jacob Rouchey his Executors and Administrators to Sue for and Recover the same and on Payment thereof to Deliver up the said Account Current and give Sufficient Release to Discharge therefore and one or More Attorney or Attornies under him to Constitute and whatsoever the said Jacob Rouchey or his Attorney or Attornies under him Shall Lawfully do in the Premises the said Tandava Chitty Doth hereby allow and affirm and the said Tandava Chitty doth Covenant with the said Jacob Rouchey that the said Tandava Chitty hath not received nor will receive the said Money due or to become due on the said Account Current or any Part thereof neither shall nor will release or Discharge the same or any part thereof but will now and allow of all Lawfull Proceedings for the recovery thereof he the said Jacob Rouchey Saving the said Tandava Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Tandava Chitty hath hereunto Set his hand and Seal in Madras this Eighth day of March in the Year of Our Lord One Thousand Seven hundred and Eighty Six

Signed Sealed and Delivered where no Stampit Paper is to be had in the Presence of

A true Copy
Chas. Baker

Mayors Court at Madraspatnam

Tuesday the 9th day of May Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
Edward Garrow and John Menzies.
Aldermen

Between Tandava Chitty by his Attorney Jacob Rouchey of Madras Inhabitant Complainant and Narraina Naig 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 have 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 Nine Pagodas and Twenty three fanams / Pagodas 89-23-m/ 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

HW

Filed the 7th February 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Compaining Shew unto this Honble Court Your Orators Seebaram naya Moodely and Moora gapah Chitty of Madras Marchants by their Attorney William Clark of Madras Inhabitant, that Gasoola Mootal Chitty of the same place Inhabitant, Stands Indebted unto Your Orators in the full and just Sum of One Hundred and Sixty four Pagodas and Eleven fanams Current Money of Madraspatna sking in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Sixty five Pounds fourteen Shillings and upwards as will more fully and at large appear by Copy of an Account Current as also by Copy of an Assignment hereunto Annexed for the Inspection of this Honble Court both which Your Orators pray may be admitted as part of this their Bill of Complaint And Whereas Your Orators have frequently and in an Amicable manner Requested payment of the said Sum of One Hundred and Sixty four Pagodas and Eleven fanams from the said Gasoola Mootal Chitty

But now so it is may it please this Honble Court the said Gasoola Mootal Chitty Obstinately and wilfully refuses to pay the same or to give Your Orators any manner of satisfaction touching the premises Your Orators therefor 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 Gasoola Mootal 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 truly and Effectually to all Intents and Purposes as if the same were again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orators the aforesaid Sum of One hundred and Sixty Four Pagodas and Eleven Fanᵒˢ 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 Gasoola Mootal Chitty to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this your 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.

25th January 1786.

This Bill was shewn to me between the Days of Adjournment let a summon Issue returnable next Court Day.

Chaˢ Bromley
Atty Complt.

Dr Gasoola Mootal Chitty in Account Current with Messrs Call Sobramoneys Moodaly and Co

1785			
Nov. 28	To Cash received of You this day	140	—
Dec. 3	To Pagodas Bond of Gasoola Chitty	800	—
1786			
Jany 25	To Pagodas Bill of Mr Barclay	86	36
	To Ditto of Mr Daniell	182	—
	To Cash received from Gasoola Chitty of Your Gomastah	54	—
	To Custom Allowed you as		
	Pags 2905-28-20 @ 1/16 Pr Cent	181	11 20
	To Ditto	15	—
	To Balance due to Account Current	26	37 20
		2905	28 20
	Pagodas	164	11 —
	Errors Excepted		

1785			
Nov. 28	By Cash received of You this day	140	—
Dec. 3	By Pagodas Bond of Gasoola Chitty	800	—
1786			
Jany 25	By Pagodas Bill of Mr Barclay	86	36
	By Ditto of Mr Daniell	182	—
	By Cash received from Gasoola Chitty of Your Gomastah	54	—
	By Custom Allowed you as		
	Pags 2905-28-20 @ 1/16 Pr Cent	181	11 20
	By Ditto	15	—
	By Cash allowed you for Cash paid Custom & Packing	32	11 20
	By Cash allowed you for Charity	11	— —
	By an Allowance allowed at the price the Gods were delivered you	44	1 60
	By Custom Allowed you as above		
	Pags	26	37 20
	By Balance due	2905	28 20
		160	— —
	Pagodas	164	11 —
	Errors Excepted		

Gasoola Chitty

1785 Nov. 28 To Cash paid You to be delivered to your Account of Captain Brittle amᵗ which You promised to pay

By Balance Gasoola Chitty

Nov. 28 By Balance brought to Account
Dec. 3 By Interest on Pags 160 for 2 Mos @ 1½ Pr Cent
1786 Jany 25 By Pagodas

Errors Excepted
Chaˢ Bromley
Atty Complt

To all People to whom these Presents shall Come Greeting
Whereas Gassola Mootal Chitty of Madras Inhabitant on the
Balance of an Account Current Bearing date the Twenty Eighth
day of November in the Year of Our Lord One Thousand Seven
hundred and Eighty five Stand Indebted unto Soobaramonyja
Moodaly and Moorogapah Chitty in the Sum of One Hundred
and Sixty four Pagodas and Eleven Fanams Current Money of
Madras — Now Know ye that the said Soobaramonyja Moodaly
and Moorogapah Chitty for a Valuable Consideration to them or
their Attorney in hand paid by William Clerk of the same place
Inhabitant at or before the Sealing and Delivery of these Present
the Receipt whereof they the said Soobaramonyja Moodaly and
Moorogapah Chitty do hereby acknowledge they the said Sooba-
ramonyja Moodaly and Moorogapah Chitty have Assigned
and Setover and by these Presents Do Assign and Setover unto
the said William Clerk the said Account Current and the Money
or Amount Principal and Interest thereupon due and owing
and which may become due thereon and all their Right and
Interest of in and to the same and every part thereof they the
said Soobaramonyja Moodaly and Moorogapah Chitty for
the Consideration aforesaid have made Constituted and appoin-
ted and by this Presents Do make Constitute and appoint the
said William Clerk his Executors and Administrators their true
and Lawfull Attorney and Attorneys Irrevocable for them and
in their Name and in the Name and names of their Executors
and Administrators but for the Sole and proper Use and Be-
nefit of the said William Clerk his Executors Administrators

Gassola Mootal Chitty his Heirs Executors and Administrators
the money due and to become due on the said Account Current &
on non payment thereof he the said William Clerk his Heirs &
Executors and administrators to sue for and recover the same
and on Payment thereof to deliver up the said Account Current
and give Sufficient Releases and Discharges thereof and one
or more Attorney or Attornies under him to Constitute and
whatsoever the said William Clerk or his Attorney or Attornies
under him shall Lawfully do in the premises they the said
Soobaramonyja Moodaly and Moorogapah Chitty Do hereby
allow and affirm and they the said Soobaramonyja Moodaly
and Moorogapah Chitty Do Covenant with the said William
Clerk that they the said Soobaramonyja Moodaly and Mooro-
gapah Chitty have not Received nor will Receive the said
Money Due or to become due on the said Balance of the said
Account Current 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
by the said William Clerk saving the said Soobaramonyja Moo-
daly and Moorogapah Chitty harmless of and from any Cots
that may happen to them thereby In Witness whereof We the
said Soobaramonyja Moodaly and Moorogapah Chitty Have
hereunto Set their Hands and Seals in Madras this
day of January One Thousand Seven hundred and Eighty

Signed Sealed and Delivered
in the Presence of

Soobaramonyja Moodaly (L.S.)
Moorogapah Chitty (L.S.)

Mayor's Court at Madraspatnam

Tuesday the 9th day of May Anno Domini 1786.

Present

Robert Ewing Esquire Mayor

Edward Gerrow and John Menzies, Aldermen

Between Soobaramoneya Moodaly and Mooragapah Chetty of Madras Merchants by his Attorney William Cleak of Madras Inhabitant Complainant and Gasoola Mostal Chetty of the same place Inhabitant Defendant.

It Appearing by the Records of this Court that the Usual Rules having 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 Sixty four Pagodas and Eleven fanams (Pagodas 164-11-) 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 25th Feby 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Tayapah Moodelliar of Madras Dubash that Denis Phillipus Calender of the same place Armenian Merchant Stands Justly and truely indebted unto Your Orator in the full and just Sum of Eight hundred and Eighty Eight Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Sillings for every Pagoda the Sum of three hundred and fifty five Pounds and four Shilling as will more fully and at larg appear by the Copy of an Account Current hereunto annexed for the inspection of this Honble Court which your Orator Praye may be Admitted as part of this Your Orator's Bill of Complaint Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Denis Phillipus Calendar of the said Sum of Eight hundred and Eighty Eight Pagodas

But now so it is May it Please this Honble Court that the said Denis Phillipus Calender 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 Denis Phillipus Calendar 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

Ma
Madr

truely and Effectually to all intents and purposes as if the same
here again repeated and particularly interrogated and that he
be Decreed to pay unto Your Orator the aforesaid Sum of Eight
hundred and Eighty Eight Pagodas together with all such inte
as now is or shall hereafter become due thereon and also all C
of this Suit.

May it Please this Hon'ble Court to cause
said Denis Phillippus Calendar 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 thereon as to this Hon'ble Court shall Sum Meet

This Bill was Shewn to me between the Days of adjournment let a Summon Issue returnable next Court Day

Robt. Ewing
Mayor

Peter Walker
Atty for Compl't.

Dr. Danis Phillippus Calendar in Account Current with Tayapah Mo

1784 July	1st	To the Amount of your Mortgage Bond of this Date	800	..	..	1785 June	1st	By Ballance due	
		To Interest on Do. to 1st June 1785. 11 Months @ 12 ℘ Ct. ℘ Annum	88	..	..				
		Pagodas	888	..	..			Pagodas	

Fort Saint George 1st June 1785.
Errors Excepted ℘ Tayapah
a true Copy
Peter

Dillar Cr.
888 ..
888 ..

Mayor's Court at Madraspatnam

Tuesday the 16th day of May Anno Domini 1786

Present
Robert Ewing Esquire Mayor
George Savage and Josias DuPre Porcher
Aldermen

Between Tayapah Moodelliar of Madras Dubash Complainant and Danis Phillippus Calendar of the same place Armenian Marchant Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Eight hundred and Eighty Eight Star Pagodas (Star Pagodas 888 ..) 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

[signature]

(248)

Filed 19th December 1785.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators Mercauva Modelly and Narrain Chitty of madras Inhabitants That Narrain Pillah of the same place Inhabitant stands Indebted unto Your Orators in the full and Just Sum of Fifty Pagodas Eight Fanams and Fourteen Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty Pounds one Shillings and Six pence or thereabouts as dose more Particularly and at large appear by an Account Current also by Copies of Two Bonds or Obligations given and granted unto Your Orator by the said Narraina Pillah To wit one under the Date of the Twenty Ninth day of September and under the date of the Fifth Day of October both in this present Year of Our Lord One Thousand Seven hundred & Eighty five and Your Orators Further Shew that it is further Consented to and Agreed by the said Narraina Pillah that in case the said Sum of money should not be Discharged to the time therein Specified for the payment there of that your Orators shall in such Default be at liberty to sue for the same in this Honble Court as may more Particularly appear by Copies of the said Translation of the said Bonds or Obligation hereunto Annexed for the Inspection of this Honble Court all which Your Orators pray may be admitted as

(249)

Are in Your Orators Possession and Ready to be produced when properly called for by which said Agreement and Consent of the said Narraina Pillah Your Orators are at full Liberty to commence an action and Sue for the Payment of their aforesaid Debt in this Honble Court According to the meaning and Spirit and Construction of His late Majesty Charter now in force respecting the Prosecution of Suits between the natives of Madras in the Honble the Mayors Court And Whereas Your Orators have frequently and in an amicable manner Requested payment of the said Sum of Fifty Pagodas Eight Fanams and Fourteen Cash for the said Narraina Pillah

But now so it is may it Please this Honble Court the said Narraina Pillah Obstinately and wilfully refuses to pay the same or to give Your Orators any manner of Satisfaction Touching the Premises Your Orators therefore pray a General Relief such as to this Honble Court shall appear agreable to Equity and good To the End therefore that the said Narraina Pillah 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 of the same were here again Repeated and particularly Interrogated and that he may be decreed to pay unto Your Orators the aforesaid Sum of Fifty Pagodas Eight Fanams and Fourtee Cash with all such Interest as now is or shall hereafter becom due thereon also all Costs of this Suit

May it Please this Honble Court

to Cause the said Narraina Pillah 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.

17th December 1785

This Bill was Shewn to me
Between the days of Adjournment
Let a Summons Issue thereon &c
Returnable next Court day. —

Ja.s Call
Senr. Alderman of
Madraspatnam

Wy DuPuy
Atty Compt.

Dr. Narraina Pillah in Account Current with Marcanna Moodelly & Marnain Chitty & Co.

1785							
Augt 14	To Sundries Amount Principal & Interest Bonds						
Sept 30	To Ditto Amount Ditto Date						
Nov.r 13	To Ditto	do					
Nov.r 23	To Ditto	do					
Decr 4	To Ditto	do					
1786							
March 3	To Ditto	do					

Translation of a Bond or Obligation Dated the 29th Septr. 1785

I narrain Pillah Victualling Conicoply of Man of War at Madras do give this Bond to Rallegedenjoo Mercauwa Moodelly, and Narrain Chitty of the same place That is to say

On my urjent Occasion I have Borrowed and received of you the sum of (90) Ninety Star Pagodas Current money of Madras, which Sum I promise to pay You on the 7th October Next 50 Pagodas and on the 30th 40 Pagodas with such Interest as may become thereone at the rate of 12 ℔ Cent ℔ annum, indefault of the said First Payment of 50. Pagodas then you are impowered to Sue me in the Mayor's Court on the 8th October according to the Bond, and Recover the same Thus I do give this Bond by my Consent. Witnesses Teromashe Latchomana Pillah & Moovoore Vengadachellah Moodelly by their Knowledgee Drawn by Boodary Common Conicoply of Baker Godown

(Signed)

V: Narrain Pillah

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

Witnesses Signed
Latchomanan
Vengadachellam

Soobaroyam
Interpr.

true Copy

Hy Dupuy
Atty Compt.

Translation of a Bond or Obligation Dated the 5th Octr. 1785

I narrain Pillah Conicoply of Man of War at Madras do give this Bond to Rallegedengo Mercauwa Moodelly and Narrain Chitty of the same place that is to Say

On my urjent Occasion I have Borrowed and received of you the Sum of (18¾) eighteen and a three quarter Star Pagodas Current Money of madras which Sum I promise to pay you on the 10th Instant indefault of the said Payment then you are impowered to Sue in the Mayor's Court and Recover the amount of former Bond together with above mentioned Sum from the date hereof with Such Interest as may become due thereon at the rate of 12 ℔ Cent ℔ Annum This I do give this Bond by my Consent Witnesses Teromashe Latchomana pillah and Maraobade Arnachella Moodelliar by their knowledgee Drawn by Vejee Rangovan Common Conicoply of Baker Godown.

(Signed)

V: Narrain Pillah

A True translation as near as can be from the Malabar Language.

Witnesses Signed
Latchomanen

Soobaroyan
Interpr.

True Copy

Hy Dupuy
Atty Compt.

Mayor's Court at Madraspatnam

Tuesday the 16th day of May Anno Domini 1786

Present

Robert Ewing Esquire Mayor
George Savage and Josias DuPre Porcher
Aldermen

Between Mercanva Madelly and Narrain Chetty of Madras Inhabitants Complainant and Narraina Pillah 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 Fifty Pagodas Eight fanams and fourteen Cash/ Pago. das 50.-8.-14/ 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

File 13th oct. 1795.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ninepah Moodelliar of Madras Inhabitant Administrator of all and Singular the Goods Chattles Rights and Credits of John Sykes late of Fort Saint George Gentleman and which were Unadministered by James Johnson late of the same place Gentleman Deceased who in his lifetime Obtained Letters of Administration to such aforementioned Estate and Effects that Stephen Popham of Madras one of Attornies of this Honble Court at Madras patnam Stands Justly and truely Indebted unto Your Orator as administrator aforementioned in the full and Just Sum of Three Thousand Six hundred and Eighty one Pagodas Nine fanams and Seventy Two Cash Current Money of Madras making in Sterling Money of great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Thousand four hundred and Seventy Two Pounds and Ten Shillings or there abouts the Ballance due and Owing unto your Orator as Administrator aforementioned as will more fully and at large appear by an Account and Copy of the said Mortgage Bond or Obligation hereunto annexed for the inspection of this Honble Court and which your Orator as Administrator aforementioned Prays may be admitted as part of this his Bill of Complaint and the Original of this said Mortgage Bond or Obligation is ready to be produced when required Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable

manner Requested Payment from the said Stephen Popham of the said Sum of Three Thousand Six hundred and Eighty One Pagodas Ninefanams and Seventy Two Cash —

But now so it is may it Please this Honble Court the said Sephen Popham Obstinately and wilfully Refuses to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator as Administrator aforementioned 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 Stephen Popham 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 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 as Administrator aforementioned the Sum of three thousand Six hundred and Eighty One Pagodas Nine fanams and Seventy Two Chas with all such Interes 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 Stephen Pophom to be Summoned and required by the sheriff of Fort Saint George Town of Madraspatnam and the Districts therof Personally to be and Appear before this Honble

Defendant in the cause inquestion, and this Deponent further Saith that the Defendant always regularly paid him for his Services - but doth not recollect the precise the Sums he may have received - and more saith not to this or the last Interrogatory —

J Spalding
Ex^r

W. Lewcock

Extract from an Exhibit Marked A delivered at the Examiners Office in the part of the Complainant in a Certain Cause Now depending and at issue in the Honble the Mayor's Court at Madraspatnam Wherein Cottrell Barrett Administrator of Robert Williamson deceased Complainant and Ramah Pillah Defendant —

Page 15. The debits and Credit Under the Head of Ramar Jatombo

Ramar Jatombo						Contra				
1778 Dec^r	24	To three p^s Finer Hdk. Red & Blue narrow Bord^r ..... f^s 150.	12	—	—	1779 Jan^y	..	By Cash 11. 18.00 Custom 24 f	12	—
		2 Bills deliv^r for Fr. prison^r 6 Pag^s & 5. 10.00	11	10	—					
1779 Jan^y	19	To 2 L mim Relative to Cutting Y^r Wood to Govr f° 1								

A true Extract
James Taylor
Reg^r

Mayor's Court at
Madraspatnam

Between Cottrell Barrett Administrator to the Estate and Effects of the late Robert Williamson Deceased Complainant and Ramapillah of Madras Inhabitant Defendant.

On the Part of the Defendant

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

William Lewcock of Madras Inhabitant Aged 30 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 20th Day of January 1786 Signified at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Vencatachelum 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 Parties Complainant and Defendant in the Title of these Interrogatories and that he hath so known the former about fifteen Years and the latter about Seven or Eight Years and more Saith not to this Interrogatory. —

3rd ..... To the Third Interrogatory this Deponent saith that he doth remember that a Cause did subsist in the Mayor's Court between the Defendant and Bernard Delmonte Some time in the Year of our Lord One Thousand Seven hundred and eighty One, but

in question in this Cause and Saith that he was present when a Conversation took place between the Defendant and the Deceased Robert Williamson about four Years ago, touching the Drawing out a Matter then in dispute between the Defendant and Bernard Delmonte at the House of Robert Williamson but doth not recollect the Month. for which service the said Robert Williamson Demanded One hundred Pagodas, & that the Defendant did give the said Robert Williamson a Note of hand for One hundred Pagodas in consideration of Such undertaking — and this Defendant further Saith, that Robert Williamson did not draw out or Interpret the Matters relating to the said dispute — and that he doth not know who did. This Deponent Saith, he accompanied the Defendant Ramapilla about Ten Days after the transaction happen to Demand the said Note of hand from Robert Willamson — when the said Robert Williamson in the presence of this Deponent, Condapillah & the Defendant declared, that he had mislaid the Note of hand. and that this Deponents motive for writing on Robert Willdamson with the above named persons was to recover the Note of hand in Consiquence of the said Robert Williamson not having drawing out the Writing as he had promised and more Saith not to this or the last Interrogatory. —

(X) The Mark of Canambollam

Joseph Strawe
Actg Ed.

Mayor's Court at

Madraspatnam

Between Cottrell Barrett Administrator to the Estate and Effects of the late Robert Williamson Deceased Complainant and Ra[illegible]

On the Part of the Defendant

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

Ponambollam of St. Thomé Inhabitant Aged about 30 Years being produced as a Witness in this Cause On the Part of the Defendant was on the 16th Day of December 1785 Signefied at the Office of Mr. Stephen Depham who is Attorney for the Complainant by Veneatachellum 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 followith.—

1st. . . . . To the first Interrogatory this Deponent, saith, that he doth not know the Complainant Cattrell Barrett in this Cous— but that he doth know the Defendant Ramapillah in this Cause— and that he hais so known him Ten Years or thereabouth and more sait not to this Interrogatory—

2nd. . . . . To the Second Interrogatory this Deponent saith, that he is acquainted with and informed of the Matters

in question in this Cause— and Saith that he was present wh[illegible] sation took place between the Defendant and the Deceased Robert [illegible] liamson about four Years ago, touching the Drawing out a Matter then in dispute between the Defendant and Bernard Delmonte at the House of Robert Williamson but doth not recollect the Month. for which service the said Robert Williamson Demanded One hundred Pagodas, & it at the Defendant did give the said Robert Williamson a Note [illegible] for One hundred Pagodas in consideration of Such un-manded one [illegible] the Defendant gave a Note of hand to the said [illegible] Defendant further Saith that Robert William- in consideration of such undertaking. but this Deponent saith, that Robert Williamson did not draw out or interpret the Matters relating to the said dispute— Nor doth he know who did, and further saith, that he accompanied the Defendant in quality of a friend to the Complainants House to demand the said Note of hand, in consequence of Robert Williamson's not having draw out the Writings, when the said Robert Williamson's informed them, that by some accident the Note of hand was mislaid— but at the same time mentioned, that it was a matter of indifference, and that the Defendant had nothing to apprehend— and more Saith not to this or the Last Interrogatory.— [illegible]

Joseph Shawe

Actg Exr.

Mayor's Court at
Madraspatnam

Between Cottrell Barrett
Administrator to the Estate and
Effects of the late Robert William-
son Deceased Complainant and
Ramapillah of Madras Inha-
bit[illegible]

On the Part of the Defendant

[illegible] of the Defendant

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

Condapillah of Madras Inhabitant Aged about 56 Years — being produced as a Witness in this Cause On the Part of the Defendant was on the 16th Day of December 1785 Signified at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Vencatachellum my Servant, who also left him a note of the Name Title, and Place of Abde 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 not know the Complainant Cottrell Barrett in this Cause; but that he doth know the Defendant Ramapillah in this Cause, and that he hath so known him twenty Years or thereabouts — and more Saith not to this Interrogatory

2nd ..... To the Second Interrogatory this Deponent saith, that he is acquainted with or informed of the matters in question in this

Mayor's Courtat
Madraspatnam

Between Cottrell Barrett
administrator of the Estate and
Effects of the late Robert Williamson
Deceased Complainant, and Rama-
-pillah of Madras Inhabitant
Defendant.

f You
which of. ... On the Part ...
dapillah and
Ponambollam. } 2nd Are you are you not acquainted with or infor-
-med of the Matters in question in this Cause. If yea Was you or
was you note present and when and where some time in the
Month of November which was in the Year of our Lord One
Thousand Seven Hundred and Eighty One or when, That any
conversation passed between the Defendand and Deceased
Robert Williamson in the Title of these Interrogatories Named
touching the drawing out or interpretation of any and what
matter Relating to a certain Matter then in dispute between
the Defendant and Bernard Delmonte If yea do you or
do you not know or have you or have you not heard that
the said Robert Williamson demanded One Hundred Pago-
das for the doing thereof? Did or did not the said Defendant
the said Robert Williamson a Note of hand for the said
of One ... red Pagodas in Consideration of such
taking ... or did not the said Robert Williamson draw

did to the best of your knowledge Remembrance and belief? Did
you ever go to the House of the said Robert Williamsone to demand
the said Note for what Reason and what Answer did the said
Robert Williamson give to such your demands? Declare the
same to the best of your knowledge Remembrance & belief

To William Lewcock 3rd. Do you know of any Matter or thing Touching
a Certain Cause in dispute between the Defendant and Bernard
Delmonte Some time in the Year of Our Lord One Thousand
Seven Hundred and Eighty One? If Yea di... eles under ... the said
... heads the Book ... produced to ... out ... ponent at this ... English
of his Examination Vizt. of Ramahpillah & Iyatombooo
fo and in page 86 under the foflowing head Iatomby Vencata
Ramah Pillah are the proper hand Writing of the said Robert
Williamson. and more saith not to this or the last Interrogatory

William Russell

J Spalding
Ex.

Interrogatories to be Administred
to Such Witnesses as shall be pro-
duced Sworn and Examined in Certain
Cause now depending and at Issue
in the Honble the Mayor's Court
at Madraspatnam wherein Cottrell
Barrett Administrator to the Estate
and Effects of the late Robert Willi-
-amson Deceased is the Complainant
and

Mayor's Courtat
Madraspatnam

Between Cottrell Barrett
administrator of the Estate and
Effects of the late Robert Williamson
Deceased Complainant

[illegible] and thereby [illegible]
[illegible] is very untrue Evasive and
[illegible] to make any further or other
[illegible] hath before in his answer set-
forth [illegible]
[illegible] things this Defendant is
ready and wil[illegible] Prove as this Honble
Court shall Direct and Most humb[illegible] as in and by his said
answer he hath already prayed

Hy Dis Pry
Atty Deft

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complai-

did to the best of your knowledge Remembrance and [illegible]
you ever go to the House of the [illegible]
the said [illegible] Williamson . . . Dr.

[illegible] for T. Prisoners 6 pags. & 5 . 10 . 00 . . Pags. 11 . 10 . 00

1779.
Jany. 19th. To 2 L. Memorials Relative to Cutting Wood to Govr. . . . .
To Consulting 2nd. Letter to Lord Macartney Govr. . . . . .
1781. To Drawing Charter Party (for Snow Kent) 2500 Bags. to Bengl.
July 10th. To Do. Articles with James McAllister to Command the Kent.
11. To Do. Sailing Orders for Capn. McAllister . . . . . .
To Examining Chartr. party prepared by J. Farney & Do. . . . .
To Do. preparing on Account of 2 ffreinds pr. Sewewright . .
To drawing Articles for Capn. Sewewright 300 Rs. pr. Mo. . .
To Do. Sailing Orders for Bengal . . . . . .
To Do. Relative to Venecatachalums last Will . . . . . .
To 1. Head Stall Ropes & Watering Bridle . . . . . .
To Drawing Sailing Orders for Capn. Sewewright . . .
Octr. 21st. To Consulting about Ransoming Snow 2 ffriends . .
To 1. Pair Books . . . . . 1 . 00 . 00

A True Copy
Popham

Filed 30th. Augt. 1785.

The General Rejoinder of
Ramapillah Defendant to the
Replication of Cattrell Barrett
Admr. of Robert Williamson Deceased

This Defendant Now and at all times hereafter
saving and Reserving to himself all and all Manner of Benefit

and advantage of Exception to the Many Errors uncertainties insufficiencies and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto Saith that he will aver maintain and Prove all and Singular the Matters and things Contained in this Defendants Answer to be good certain true and Sufficient in the Law to be Rejoined unto in Such Manner and form as the Same are therein and thereby Setforth and alledged and that the said Replication is very untrue Evasive and insufficient for this Defendant to make any further or Other answer thereunto Except what he hath before in his answer Setforth.—

All which Matters and things this Defendant is ready and willing to aver maintain and Prove as the Honble Court shall Direct and Most humbly Prays as in and by his said answer he hath already prayed

Hy Dev Pry
Atty Deft

Interrogatories to be Administered to Such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complai-

Copy of a Paper Writing found among the Papers of the Deceased Robert Williamson and referred to in the forgoing Replication.

Rammah Pillah

To the Estate of the late Robt. Williamson . . . Dr.

1778. To 2. Bills delivered for F. Prisoners 6 pags. & 5. 10 00 . . Pags. 11 10 00

1779.

Jany. 19th. To 2 L. Memorials Relative to Cutting Wood to Govr. . . . .

To Consulting 2nd Letter to Lord Macartney Govr. . . . . .

1781. To Drawing Charter Party (for Snow Kent) 2500 Bags. to Bingl.

July 10th. To Do. Articles with James McAllister to Command the Kent.

11. To Do. Sailing Orders for Capn. McAllister . . . . . .

To Examining Chartr. party prepared by J. Farney & Do. . . . .

To Do. preparing on Account of 2 ffreinds pr. Sewwright . .

To drawing Articles for Capn. Sewwright 300 Rs. pr. Mo. . .

To Do. Sailing Orders for Bengal . . . . . .

To Do. Relative to Venatachalums last Will . . . . . .

To 1. Head Stall Ropes & Watering Bridle . . . . . .

To Drawing Sailing Orders for Capn. Sewwright . . . .

Octr. 21st. To Consulting about Ransoming Snow 2 ffriends . . .

To 1. Pair Books 1 00 00

a True Copy
Popham

Filed 30th Augt. 1785.

The General Rejoinder of Ramapillah Defendant to the Replication of Cattrell Barrett Admr. of Robert Williamson Deceased

This Defendant Now and at all times hereafter saving and Reserving to himself all and all Manner of Benefit

Filed 2nd Aug. 1785

The Replication of Cottrell Barrett administrator to the Estate and Effects of Robert Williamson Deceased to the Answer of Ramahpillah

This Repliant as Administrators as aforesaid Saving to himself all Advantages of Exception to the Defendants said Answer for Replication thereunto Saith that all and every the Matters and things in and by his said Bill of Complaint abready said he will justify maintain and prove to be good certain and sufficient in the Law to be Answered unto in such manner as the same are therein or thereby Selforth and Declared and that the Answer of the said Defendant is untrue and Insufficient in the Law to be by this Repliant replied unto for divers Manifest imperfection and uncertainties therein contained the benefit of Exception whereunto being now and at all times save unto this Repliant and for further Replication this Repliant sait that it is not his Business as Administrator to trace the Origin of such Dealings as may have heretofore subsisted between the said Robert Williamson and his Sundry Debtors nor has he the means of being informed thereof otherwise than by such Memorandums as he may find among the Papers of the Deceased This Repliant saith that he hath examined Carefully all the Papers Writings and Books of the said Robert Williamson which have come into his Custody Power or Possession and he hath not been able to trace

should be indebted to him in that sum for so long a time without his ever Demanding payment thereof, but on the contrary that he should Frequently as he did furnish and under take the Delivering up the said Note as soon as he should find it —

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 resonable Costs and Charges in this behalf most Wrong fully Sustained. —

Hy Dis Pirn

Atty Defend^t.

Allegation Bernard Delmounte

vers

Iyatomby Vencata Ramah

I do hereby Engage health premitting to assist Vencata Ramah pillah in Drawing up all his Materials he may furnish me with in the above dispute ready for the Inspection and approbation of his Mayor's Court Attorney Madras November 19th 1781 —

(Signed) Robt. Williamson

A True Copy

true Copy

Hy Dis Pirn

Atty Defend^t.

to be performed: This Defendant did not think it prudent to pay the said One Hundred Pagodas in hand to the said Robert Williamson, but agreed to give him a note of hand for that sum and upon the aforesaid consideration whereto the said Robert Williamson way content and drew out a note of hand for one Hundred Pagoda which this Defendant did sign in full Confidence of the said Robert Williamson regarding and accepting the same for no other use nor purpose than what hath been already Setforth and this Defendant saith that some few days after he went to the said Robert Williamson desiring him to give this Defendant a proper obligation himself to draw out the Materials for the proceedings of the said Disputed Will which the said Robert Williamson readily did, but without any reference to the said note of hand altho this Defendant declares that the same was given upon no other Condition or Consideration than that of the said Robert Williamson furnishing him this Defendant with the materials for the above Contest for the Inspection and approbation of his attorney Copy of which paper under the date of the Nineteenth day of November One Thousand Seven hundred and Eighty one this Defendant most humbly prays leave to annexed hereunto for the Inspection of this Honble Court and prays that the same may be admitted as part of this his answer, the Original whereof is in the custody of this Defendant and ready to be produced to this Honble Court whenever he shall be thereunto required, And this Defendant saith that he did accordingly call upon the said Robert Williamson to fulfill his said En-

Neglect to assit this Defendant with the said materealles or to furnish him therewith as he had promised and bound himself to do, altho, he was not prevented by sickness or any other impediment that this Defendant knows of as a Sufficient excuse cause or reason for his Neglecting and not doing the same, which Obliged this Defendant to have recourse to the assistance of William Lewesck, whom this Defendant paid for his trouble which his this Defendant would not have been under the Necessity of doing if he had received the assistance from the said Robert Williamson which he was bound to give him in Consideration of the said note of hand - And this Defendant further saith that finding himself Obliged to have recourse to the Assistance of another person by reason of the failure of the said Robert Williamson he Demanded back his said note of hand, which was given upon the Sole Condition and Consideration of his performing that undertaking and that he did frequently by himself and by others demand back the said note from the said Robert Williamson in his life time who did also as frequently promise and engage to deliver up the same to this Defendant, but excused himself for not doing so under pretence of his having lost or mislaid the same, so that he could not find it and said that there was no reason for this Defendant to fear as he believed he had lost it and that he would deliver it back whenever h[illegible] to find it and this Defendant saith that [illegible] Defendant should borrow the sum [illegible] from the deceased or that he should -

Neglect to assit this Defendant with the said materi[illegible]

to [illegible]

[illegible] Matter setforth by the said Complainant in
and purpose of Complaint, and this Defendant as and for
-ticularly inter[illegible] unto the said Bill saith that he admites
your Orator the [illegible] the said a Note of Hand unto the Deceased in
-das with all su[illegible] and about the time of the date of the Copy of
due thereon als[illegible]xed unto the said Bill and for the like Sum of
M[illegible] Pagodas But this Defendant dath not recol-
said Ramahp[illegible]r or no such note by him this Defendant
-riff of Fort Sa[illegible] the litte purport and tenor with that of which a Copy
Districts thereof, the said Bill because this Defendant saith he never
Court at certain Dealings or trade or transaction with the deceased
-ed and appoin[illegible] or Consideration could arise to make this Defend.t
Bill of Compla[illegible] deceased, this Defendant absolutely denying that
Order and Dec[illegible] Value or Consideration what ever for or upon the
Meet [illegible]is Defendant saith that some time on or about the
9th April 1785 [illegible]ear one thousand seven hundred and Eighty One, he
This Bill was shewn to [illegible] this Hon.ble Court respecting the Validity of a Certain
the Days of adjournment [illegible] by him this Defendant propounded, as and for the
issue Returnable Next Court [illegible]tament of Iyatom by Vencatachellum Deceased,
Phil[illegible] matter of importance he this Defendant was willing
[illegible] Sett forth the several Matters in his favor in as de-
Madras [illegible]ossible for the use and Observation of his attorney
of Mr. Robe[illegible] which purpose this Defendant did apply to the de-
Value received [illegible] Williamson on or about the aforesaid time and did
[illegible]im the said Deceased the sum of one Hundred Pagodas
[illegible] Condition

Ramahpilla To the Estate of the late Robt. Williams [illegible]swer this Your Orator's
To his Note of 15th November 1781. for [illegible]d abide by such
Interest on Do. to 15th February 1785. [illegible] Court Shall Seem

[illegible] Bromley

Cottrell Barrett

at[illegible] Compl.t

Filed 21st June 1785.

The ame[illegible]

Ramah[illegible]

bitant o[illegible]

of Cottre[illegible]

to the Esta[illegible]

Williams Estate of the late Mr.

The said Defendant [illegible]

-after saving and reserving to himself [illegible]nd of this Date Payable
benefit and advantage of Exception [illegible] 3133.-.-
-truths incertainties Insufficiencies [illegible]784 to
said Complainants Bill of Complain[illegible] 5 m.s
thereunto or unto so much thereof as [illegible] 548.-9.72
advised is any ways material for h[illegible]
unto, he this Defendant answereth [illegible]
-lutely denies to Stand Indebted unto [illegible]
as Administrator as aforesaid either [illegible]ah Adm.r of John Sykes
hundred and forty Pagodas Curre[illegible] Deceased

d Singular the matters and things herein before Set-
Make to all and, as fully truly and effectually to all intents
-forth and alledg if the same were hereagain repeated and par
and purposes a gated and that he may be Decreed to pay unto
-ticularly inter aforesaid Sum of One hundred and Forty Pago-
your Orator the ch Interest as now is or shall hereafter become
-das with all su Costs of the Suit.
due thereon als ay it please this Honble Court to Cause the
M illah to be Summoned and Required by the She-
said Ramahp int George Town of Madraspatnam and the
-riff of Fort Sa personally to be and appear before this Honble
Districts thereof time and place to be by this Honble Court prefix-
Court at certain ted then and thereto answer this your Orator's
ed and appoin int and further to stand to and abide by such
Bill of Compla e therein as to this Honble Court Shall Seem
Order and Dec
Meet

Popham
atty for Compl^t.

9th April 1785
This Bill was shewn to
the Days of adjournment
issue Returnable Next Court
Philip

between
et a Summon
Day
p Stowey
Mayor

November 15. 1781. I promise to pay the Order
Williamson One hundred Star pagodas
Ramahpillah
a true Copy
Popham

Madras
of Mr. Robe
Value received

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

Chas. Bromley
atty Compl^t.

Madras
13th Octr. 1785.
This Bill was shewn to me
in the days of Adjournment
let a Summons issue Returnable
Next Court Day.

Philip Stowey
Mayor

Stephen Popham Esqr. Dr. To the Estate of the late Mr.
John Sykes Deceased.

1784
April 5th To the Amount of your Mortgage Bond of this Date Payable
in 12 Months 3138.-.-
To Interest on D^o. from the 5th April 1784 to
the 20th September 1785 is 1. Year 5 m^s.
& 15th d^s @ 12 ₱ Cent ₱ Annum 548.-9.72
Pagodas 3681.-9.72

Madras
20th Septr. 1785.

Errors Excepted
₱ Ninapah Adm^r. of John Sykes
Deceased

Know all Men by these Presents that I Stephen Popham of Madras Esquire am held and firmly bound unto Ninapah Moodallier of Madras Dubash Administrator to all and Singular the Goods Chattles Rights and Credits which were unadministered of John Sykes deceased in the Penal sum of Six Thousand Two hundred and Sixty Six Star Pagodas Current Money of Madras for the Payment whereof well and truely to be made unto the Said Ninapah Moodallier as Administrator aforementioned his Administrators and assigns I do hereby bind myself my heirs Executors Administrators firmly by these Presents Sealed with my Seal and Dealed in madras this fifth day of April in the Year of our Lord One Thousand Seven hundred and Eighty four.

Whereas the above bound Stephen Popham did Borrow and receive of James Johnson in his life time the Administrator to the Estate and Effects of John Sykes the full and Just sum of Three Thousand Star Pagodas Current Money of Madras to run at Interest at the rate of Twelve per Cent per annum and payable in Twelve Months and whereas such said Principal Sum was part of the Estate and Effects of John Sykes and found in his Possession at the time of his decease and whereas the said Stephen Popham hath Agreed to Continue and keep such said Sum in his hands to run at the same Interest upon his Mortgage [illegible] Obligation and whereas [illegible]

for the Securing of the Payment of the said Principal and Interest being three Thousand One hundred and thirty three Pagodas Doth hereby mortgage assign and Set Over all his house and premises which he hath lately built and which he doth now inhabitand which is Situated on part of the Ground purchased by the said Stephen Popham of the Honble the United East India Company on their Grant bearing date the second day of May in the year of our Lord One Thousand Seven hundred and Eighty the Bill of Sale of which said house is this day deposited in the hands of the said Ninapah Moodalier the Administrator

Now the Condition of the above writing Obligation is such that if the above bounden Stephen Popham his heirs Executors or Administrators shall well and truely Pay or Cause to be paid unto the above named Ninapah Moodallier his Administrators and Assigns the above Sum of three Thousand One hundred & thirty three Star Pagodas with Interest thereon at the rate of Twelve per Cent per Annum on or before Twelve Months from the day of the date hereof that then the above writing Obligation and all the Matters above Setforth to be well and Void but if the fault shall happen to be made by the said Stephen Popham his heirs Executors or Administrators in the Premises Then the said Ninapah Moodalier his Administrators or Assigns shall be at liberty to sell or dispose of the said house and Premises at Publick Outcry and to pay himself and themselves the Amount of the above Writing Obligation and to Pay the Surplus unto the said Stephen Popham his Executors Administrators or Assigns, Notice Nevertheless of fourteen days at the least being first given of the said Sale as aforesaid in the Event of any default as aforesaid.

(Signed) Stephen Popham (SS)

Chas. Bromley

Mayors Court at Madraspatnam

Tuesday the 23d. day of May Anno Domini 1786.

Present

Robert Ewing Esquire Mayor

James Call and William Webb

Aldermen

Between Ninapah Mo-
-dellier of Madras Inhabitant ad-
-ministrator of John Sykes late of
Fort Saint George Gentleman Dwhich
was Ill administered to by James Johnson
late of the same place Gentleman De-
-ceased Complainant and Stephen
Popham one of the attornies of
this Honble Court at Madraspatnam
Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Com-plainants 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 Iourt Sum of Three Thousand Six Hundred and Eighty one Pagodas Nine Fanams and Seventy two Cash / Pago-das 3681-9-72/ together with all such Interest as now is or shall hereafter become due thereon until full payment is made

Filed 17th. Janry 1786.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Venkatasum of Madras Merchant and that William Wilson also of the same place Inhabitant Stands justly and truely indebted unto Your Orator in the full and just sum of Ninety two Pagodas forty three fanams and forty Cash Current Money of Madras making interling Money of Great Britain at the rate of Eight Shilling for every Pagodas the sum of Thirty seven Pounds and fifteen Shillings as will more fully and at large appear by Copy of a Bill here unto 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 Ora-tor further Sheweth unto this Honble Court that he hath frequent-ly and in an Amicable Manner requested payment from the said William Wilson of the said sum of Ninety two Pagodas forty three fanams and forty Cash -

But now so it is May it Please this Hon'ble Court the said William Wilson 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 agree-able to equity and good Conscience To the End therefore that the said William Wislon may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Mat-ters and things herein before setforth and Alledged as fully truly

here again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid sum of Ninety two Pagodas forty three fanams and forty Cash with all such Interest as now is or shall here After become due thereon also all Costs of this Suit.

May it Please this Honble Court to cause the said William Wilson to be Summoned and required by the Sheriff of Fort St George Town of Madraspatnam and the District thereof Persionally 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 and there to Answer this your Orator Bill of Complaint and further to stand to and a bide by such Order and Decree thereon as to this Honble Court Shall Seem Meet.

J. Grierson.
Compl^t atty

this 17th January 1786.
This Bill was shewn to me in the days of Adjournment Let a Summons issue returnable 24th Instant
Robt Ewing
mayor

Mr William Wilson ..... D^r

To House rent from 22nd July 1784 to 8th December 1785 is 1 Year 4 Month and 16 Days @ 7. Pagodas ⅌ Month ..... 115. 43. 40.
By Cash received in part ..... 23. " "
Ballance due to this Day ..... 92. 43. 40.

Madras 8th December 1785.
Errors Excepted
ff Vencatasum
[illegible]
a true Copy
J. Greerson
Compl^t atty

Mayor's Court at Madraspatnam

Tuesday the 23rd day of May Anno Domini 1786

Present
Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen

Between Vencatasam of Madras Merchant Complainant and William Wilson also of the same place Inhabitant Defend^t

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing — This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Ninety two Pagodas forty three fanams and forty Cash (Pagodas 92. 43. 40.) 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]

(264)

Filed the 27th April 1786.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Robert Barclay of Fort Saint George Esquire Gentleman that Samuel Crawford of the same place Stands Justly and truely Indebted unto Your Orator in the full and Just Sum of Ninety seven Pagodas and nine fanams Current Money of Madras Making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Thirty Eight Pounds and Sixteen Shillings as will more fully and at Large appear by Copy of 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 Samuel Crawford of the said Sum of Ninety Seven Pagodas and nine fanams

But now so it is May it Please this Honble Court the said Samuel Crawford 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 Samuel Crawford may upon his Corporal Oath full true direct and Perfect answer make to all and Singular the Matters and things herein

(265)

and Particularly Interrogated and that he may be Decree to pay unto your Orator the aforesaid Sum of Ninety seven Pagodas and nine fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Samuel Crawford 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 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. Baker
Compl. Attg.

This 28th April 1786
This Bill was shewn to me
in the days of Adjournment
let a summons issue and
returnable Next Court day

Robt. Ewing
Mayor

Dr. ..... Mr. Crawford ..... Cr.

1783 Octr. 25th	By Received One watch	50		
	By Interest on above Sum from 25th Octr. 83 to the 19th April 1786 is 2 M. D. 5 24 ays @ 12 p Cent p Annum		14 40 40	
			64 40 40	
			97 9	
1786 April 19th	By Balance			
			Pagodas	162 5

100			
22			
122			
		40 5	
		162 5	

Pagodas

Fort St. George 19th April 1786

E. E. p Robt. Barclay

A true Copy

Chas. Baker

Mayor's Court at Madraspatnam

Tuesday the 6th day of June Anno Domini 1786

Present

Robert Ewing Esquire Mayor

Edward Garrow and John Menzies Aldermen

Between Robert Barclay of Fort Saint George Esquire Gentleman Complainant and Samuel Crawford of the sam place Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bell 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 Ninety Seven Pagodas and Nine fanams / Pagodas 97 9 / 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

Hur

Filed in Court this
15th April 1786

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Appa Moodely by his attorney Francis
Debruyn of Madras Inhabitant that Yagapah Moodely of the same
place Inhabitant Stands Justly and truely Indebted unto Your
Orator in the full and Just Sum of One hundred and fifteen
Pagodas and Ten fanams Curren Money of Madras Making in
Sterling Money of Great Britain at the rate of Eight Shil-
lings for every Pagoda the Sum of Forty Six Pounds and one Shil-
lings as will more fully and at Large appear by Copy of a Account Cur-
rent and an Assignment hereunto annexed for the Inspection of
this Honble Court and which Your Orator prays may be admitted
as part of this his Bill of Complaint the Original whereof is
in your Orator Attorney's Custody and ready to be produced when-
ever this Honble Court shall require and Your Orator further she-
weth unto this Honble Court that he hath frequently and in
an Amicable Manner requested payment from the said
Yagapah Moodely of the said Sum of One hundred and fifteen
Pagodas and Ten fanams —

But now so it is May it Please this Honble
Court the said Yagapah Moodely Abstinately and wilfully refu-
ses 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 agree-
able to Equity and Conscience To the End therefore that

the said Yagapah Moodely may upon his Corporal Oath full
true direct and Perfect Answer make to all and Singural the
Matters and things herein before Set forth and Alledged as fully
truely and Effectually to all intents and Purposes as if the same
were hereagain Repeated and Particularly Interrogated and
that he may be Decreed to Pay unto Your Orator the aforesaid
Sum of One hundred and fifteen Pagodas and Ten fanams
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 Yagapah Moodely 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 certain time and
place to be by this Honble Court prefixed and appointed
then and there to Answer this Your Orators Bill of Com-
plaint and further to Stand to and abied by such Order and
Decree therein as to this Honble Court shall seem Meet

Chas. Baker
Atty for Complt.

Dr. Yagapah Moodely in acct Current with Appoo Moodely Cr.

1782 apr.	12th	To te Amount of Your Bond bearing date this Day	85		1786 March	25th	By Ballance due	115	10
1786 March	25	To Interest or Do. to this day is 3 y 11 m 13 do atg. ℘ Cent ℘ Annum	30	10					
		Pagodas	115	10			Pagodas	115	10

Fort Saint George
25th March 1786.
E. E. ℘

A true Copy
Chas. Baker

To all People to whom these Presents shall come Greeting Whereas Yagapah Moodelly of Madras Inhabitant on the Ballance of an Account Current bearing date the Twenty fifth day of March in the Year of our Lord on Thousand Seven hundred and Eighty Six Stands Indebted unto Appoo Moodely of the same place Inhabitant in the Sum of One hundred and fifteen Pagodas and Ten fanams Current Money of Madras as in and by the said Account Current May appear Now known ye that the said Appoo Moodely for a Valuable Consideration to him in hand paid by Mr. Francis de Souza also of the same place Inhabitant at or before the Sealing and Delivery of these Presents the receipt whereof is hereby Acknowledged he the said Appoo Moodely hath assigned and Setover and by these Pre-

Souza the said Account Current and the Money or Amount Principal and interest thereupon due and Owing and which may become due thereon and all his Right of in and to the same and every Part thereof and the said Appoo Moodely for the Consideration aforesaid hath made Constituted and appointed and by these Presents do make Constitute and Appoint the said Francis de Souza his Executors and Administrators his true and Lawfull Attorney or Attorney's Irrevocable for him and in his name and in the name and names of his Executors and Administrators but for the sole proper use and benefit of the said Francis de Souza his Executors and Administrators to ask require demand and receive of the said Yagapah Moodely 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 Francis de Souza his Executors and Administrators to Sue for and recover the same and on Payment thereof to deliver up the said Account Current and give Sufficient Release to Discharge therefore and one or more Attorney or Attorneys under him to Constitute and whatsoever the said Francis de Souza or his Attorney or Attorney's unde him shall Lawfull do in the Premises the said Appoo Moodely Doth hereby allow and affirm and the said Appoo Moodely Doth Covenent with the said Francis de Souza that the said Appoo Moodely hath not received nor will receive the said Money due or to become due on the said Account Current or any Part thereof but will own and allow of all Lawfull Proceedings for the

said Appoo Moodely In Witness whereof he the said Appoo Moodely hath hereunto Set his hand and Seal in Madras this Twenty fifth day of March in the Year of our Lord One Thousand Seven hundred and Eighty Six.—

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

[illegible] (S:S)

A true Copy

Chas. Baker

Mayor's Court at Madraspatnam

Tuesday the 13th day of June Anno Domini 1786.

Present

Robert Ewing Esquire Mayor

George Savage and Josias DuPre Porcher Aldermen

Between Appoo Moodely by his Attorney Francis De Souza of Madras Inhabitant Complainant and Yagapah Moodely of the Same place Inhabitant Defendant.

It Appearing by the Records of this Court that the Usual Rules have issue for the Defendant to Answer the

Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One hundred and fifteen Pagodas and ten fanams / Pagodas 115.—10.— / 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 5th May 1786—

To the Honble the Mayor's Court at Madraspatnam

Humby Complaining Sheweth unto this Honble Court Your Orator Sadrass Paramasiva Moodeliar of Madras Inhabitant That Teroovercaudoo Ramalinga Moodeliar Administrator of all and Singular the Goods Chattels Rights Credits and Effects of Malyembauckeon Mostiah Moodaliar [illegible] Administrator as aforesaid [illegible] One Thousand Seven hundred and Eighty five by Public Sale or Outcry Sell and make over unto your Orator for the Sum of Two Thousand Pagodas Current Money of Madras all his the said Teroovercaudoo Ramalinga Moodaliar Right and titel as Administrator as aforesaid to a certain House and Ground Situated Lying and being at Petta Naicks Petta in Shala Street between the Houses of Amarambadoo Condapah Moodaly and the said Teroovercaudoo Ramalinga Moodaliar [illegible] Teroovercaudoo Ramalinga Moodaliar upon

said Appoo Moodely In Witness whereof he the said Appoo Moodely hath hereunto Set his hand and Seal in Madras this Twenty fifth day of March in the Year of our Lord One Thousand Seven hundred and Eighty Six.—

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

[illegible] (L.S)

A true Copy

Ch. Baker

Mayor's Court at Madraspatnam

Tues[illegible] June [illegible]ni 1786.

Pre[illegible]

Robert Ewing Esqu[illegible]or

[illegible] Porcher

Peter Walker Notary Public hereu[illegible] Annexed for the [illegible]tion of the Honble Court referance being thereunto had will more fully appear the Origenal wereof are in your Orator Possession and Custody and ready to be produced when called upon so to do Your Orator further sheweth that the said Teroovercaudoo Ramalinga Moodaliar did Execute and grant a Written Instruction or Agreement bearing date first day of January One Thousand Seven hundred and Eighty Six purporting that he the said Teroovercaudoo Ramalinga Moodaliar would deliver up quiet and peaceable Possession and free Enjoyment of

Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One hundred and fifteen Pagodas and ten fanams (Pagodas 115.—10.—) 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

HW

Filed 5th May 1786—

To the Honble the Mayor's Court at Madraspatnam

Humby Complainin[illegible] [illegible]eth unto this Honble Court Your Orator Sadrass Par[illegible] requests [illegible] Madras Inhabitant That Teroovercaudaliar to deliver up [illegible]liar Administrator of all and Singula[illegible] Rights Credits and Effects of Malyem[illegible] Moodaliar [illegible] Administrator [illegible]y it Please this Honble Court the said Teroovercaudoo Ramalinga Moodaliar Obstinately and wilfully refuses to deliver up the aforesaid House and Ground unto Your Orator or any Manner of Satisfaction touching the Premises To the End therefore that the said Teroovercaudoo Ramalinga Moodaliar 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 Particularly Interrogated and that he may be Decreed to deliver up unto Your Orators [illegible] the aforesaid House and Ground together with

…so become the Purchaser thereof as Administra-
…said did deliver over unto Your Orator the Bill of Sale
…Deeds belonging to the said House and Premises situ-
…aforesaid and did also grant and Execute a Bill of Sale
…own Name as Administrator as aforesaid to Your Orator
…by he the said Terravercandoo Ramalinga Moodaliar Doth
…owledge and avow that Your Orator was highest Bidder
…Purchaser thereof and also that he hath received from Your
…or as and for the Purchase Money for the same the said
…of Two Thousand Pagodas and Doth accordingly in and
…id Bill of Sale grant Bargain and Sell Deeme therein as to this Honble
…Heirs Ex…tors administrator and a…
…ground and Premises with all
…ging as by a Copy of the R…
…d the due Execu…
Peter Walker Notary Public
…tion of the Ho…

Chas. Baker
Complts Atty.

Mayor's
…atnam

…ve thereunto this
…ve. Your Orator prays may be admitted as part of
this his Bill of Complaint the Original whereof is an-
your Orators Possession and ready to be produced unto this
Honble Court if thereunto Particularly required Your Ora-
…th Sheweth unto this Honble Court that he
…hundred and six feet in a…
nine feet and one half of a fee…
both on the East and West Sid…
feet and one other Piece …
in Length from East …tin the Sits and May it Please this
Two feet and one half …feet and in Breadth from North to South
both on the East and West Sides Six feet and a half of a feet with
the appurtenances thereto belonging the same being done in the
Presence of Peter Walker Notary Public Regularly admit-
ted and authorized and at such Public Outcry Sadras Paramasiva
Moodelliar of Madras Inhabitant having bid for the same the
sum of Two Thousand Star Pagodas was Declared to be the
highest Bidder and Purchaser thereof Now Know that
the said Terravercandoo Ramalinga Moodeliar as Adminis-
trator as aforesaid in pursuance thereof and for and in Consi-
deration of the Sum of Two thousand Star Pagodas Current
Money of Madras to him in hand paid by the said Sadras
Paramasiva Moodeliar the Receipt whereof he doth hereby
…d Sold and by these
…ground and Premises with all
…ging as by a Copy of the R…
…d the due Execu…
Peter Walker Notary Public
…tion of the Ho…

To all to whom these Presents shall Come Terravercandoo
Ramalinga Moodeliar of Madras Inhabitant administrator of all
…and Chattels Rights and Credits of Maly-
…ad Moodeliar late of Madras Deceased Best
…gembane Valley a Moodeliar late of Madras
Greeting Whereas the said Terravercandoo
…eliar did on the Twenty first Day of this

Presents doth Grant Bargain and Sell unto the said Sadrass Paramaseva Moodelliar his Heirs Executors Administrators and Assigns the said House Ground and Premisses above mentioned with all and every the Appurtenances to the same or to any Part thereof belonging or in any wise Appurtaining and all the Estate Right Title Possession Property Claim and Demand of him the said Teroovurcaudoo Ramalinga Moodelliar as Administrator aforesaid otherwise and of all and every other Person and Persons whomsoever of in or to the same To Have and to hold the said House Ground and Premisses with the Appurtenances unto and to the only Proper use and Benefit of the said Sadras Paramaseva Moodelliar His Heirs Executors Administrators And Assigns for Ever In Witness Whereof he the said Teroovurcaudoo Ramalinga Moodeliar as Administrator as aforesaid hath hereunto Set his hand and Seal in Madras This Thirty first Day of Diecmber One Thousand Seven hundred and Eighty five –

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

T. Ramalinga Adr.
of Maliambauly Motia Modaly
Son and Heir of Maliambauk
Vallayeda Moodelliyar.

(LS)

Collegan
Cr. Soobaray

I Peter Walker Notary Public Dwelling and Practising at Fort Saint George on the Coast of Coromandel in the East Indies and duly Admitted Sworn and Authorized do hereby Certify to those whom it may Concern that I was present on the Twenty first Day of this Instant December Mentioned in the within Bill of Sale on the Premisses when the same was put up at Outcry by the Consent of the within mentioned Teroovurcaudoo Ramalinga Moodelliar Administrator of Malyembauckum Moottiah Moodelliar Deceased Eldest Son and Heir of Malyembauckum Velloyoda Moodelliar also Deceased and Sadrass Paramaseva Moodelliar therein mentioned having bid for the same the Sum of [illegible] Thousand Star Pagodas Current Money of Madras was the best and highest bidder and publickly then and there Declared by me to be the Lawfull Purchaser thereof according to the Conditions of such Outcry and I the said Notary do also Certify that I was also present and did See the above named Teroovurcaudoo Ramalinga Moodelliar as Administrator aforesaid Sign Seal and as his free and Voluntary act and Deed deliver the said Bill of Sale declaring it to be for the purpose therein Mentioned In Faith and Testomony of which I the said Notary Public have hereunto Subscribed my name and the Seal of My Office at Fort Saint George this thirty first Day of December in the Year of our Lord One Thousand seven hundred and Eighty five –

(LS) Peter Walker
Notr. Pub:

A true Copy
Chas. Baker

To all to whom these Presents Shall come Whereas Sadras
Paramaseva Modaliar did on the twenty first day of the Instant
December become the sole and true purchaser of a certain House
Ground situate at Pedda Naicks Pedda in Shala Street be-
Houses and Ground was sold by me by public Sale
-ministrators of all and singular the Estate and Effects of Malyam-
-bauckum Mootiah Modaliar deceased And Whereas I have
received of and from the said Sadras Paramaseva Mod-
-liar the full
principal Sum of Two Thousand Pagodas as and for
purchase Money of the said House and Ground and have granted him
as Administrator as aforesaid a Bill of Sale for the same but have
not yet Delivered up the said House and Ground Now know
ye that I Veraswurcaudos Ramalinga Modaliar Do hereby for
myself my Executors Administrators and Assigns undertake and pro-
-mise yield and deliver up the quiet and peaceable and free Enjoyment
of the said House and Ground to the said Sadras Paramaseva Mode-
-liar in one Month from the date hereof And in default thereof I
do authorize and empower the said Sadras Paramaseva Modeliar
to sue my my Executors Administrators and Assigns in the Honble
the Mayor's Court at Madraspatnam for the Recovery of the same
in any way he shall think proper In Witness whereof I have
hereunto Set My Hand and Seal at Madras this first day of January
One Thousand Seven hundred and Eighty Six

Sealed and Delivered
in the Presence of

Chingleray
Vardapah

Verasawrcaudos Ramalingam
adm.r of Malm. Mootiah Mod.r

Chas.

(281)

Mayor's Court at
Madraspatnam

Tuesday the 13th day of June
Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
George Savage and Josias Dudley Porcher
Aldermen

Between Sadras Paramaseva
Modaliar of Madras Inhabitant
Complainant and Veraswercaudos Rama-
-linga Modaliar Administrator of
Malyembauckum Mootiah Mod-
-daliar Deceased 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 do deliver up Possession unto
the Complainant of the House and Ground Situated Lying and
Being at Pedda Naick Pettah in Shala Street between the
House of Annarambadoo Cundapah Moodelly and the said
Veraswercaudos Ramalinga Modaliar and it is further Ordered
that the Defendant do pay all Costs of this Suit

Filed 25th April 1786.

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators Thomas Pelling and John Defries of Madras merchants that Richard Johnston of the same place Merchants Stands Indebted unto Your Orators in the full and Just Sum of Four hundred and forty Pagodas 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 Seventy Six Pounds as will more fully and at Large appear by Copy of an account hereunto Annexed for the Inspection of this Honble Court which Your Orators pray may be admitted as part of this their Bill of Complaint and whereas Your Orators have frequently and in an amicable Manner Requested payment of the said Sum of Four Hundred and forty Pagodas from the said Richard Johnston —

But now so it is may it Please this Honble Court the said Richard Johnston Obstinately and wilfully refuses to pay the same or to give Your Orators any manner of Satisfaction touching the premises Your Orators therefore 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 Richard Johnston may upon his Corporal Oath full true direct and perfect an

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 Orators the aforesaid Sum of Fourhundred and forty 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 Richard Jonston to be Summoned and Required by the Shireff or 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

Hy DuPuy
Atty Complt.

Mr. Richard Johnston ..... Dr.

To House Rent from 26th July to 26th November 1785 is 4 Months @ 110 Pagodas pr Month ..... } Pags. 440.-.-.

E.E. pr Pelling & de Fries

Fort St. George
27th Novr. 1785.

true Copy
Hy DuPuy
Atty Complt.

Mayor's Court at Madraspatnam

Tuesday the 13th day of June Anno Domini 1786

Present

Robert Ewing Esquire Mayor
George Savage and Josias Du Pre Porcher
Aldermen

Between Thomas Pelling and John Defries of Madras Merchants Complainant and Richard Johnston of the same place Merchant Defendt.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four hundred and forty Pagodas (Pagodas 440 -- -- -- /-) 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 27th March 1786.

To the Honble the Mayor's Court at Madraspatnam

Humbly Compaining Sheweth unto this Honble Court Your Orator Myla Nellatomboo Moodelly by his Attorney Frances Lupton of Madras Inhabitant that Collatore Mootu Comarappen at present of the same place Inhabitant stands Justly and truely Indebted unto your Orator by his said Attorney in the full and Just Sum of One hundred and Seventy three Pagodas Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shilling for every Pagoda the Sum of Sixty Nine Pounds and four Shillings or thereabouts as will more fully and at large appear Copy of an Assignment and Translation of a Malaber Bond hereunto annexed for the Inspection of this Honble Court and which Your Orator prays may be taken and Admitted as parts of this his Bill of Complaint the Originals being in Your Orators possession are ready to be produced when Required And Your Orator by his said Attorney Further Sheweth unto this Honble Court that He hath frequently and in and Amicable Manner requested Payment from the said Collatore Mootu Comarappen of the said Sum of One hundred and seventy three Pagodas Current Money of Madras

But now so it is May it please this Honble Court that the said Collatore Mootu Comarappen Obstinately [illegible] the same or to give Your Orator

Mayor's Court at Madraspatnam

Tuesday the 13th day of June Anno Domini 1786

Present

Robert Ewing Esquire Mayor
George Savage and Josias Du Pre Porcher
Aldermen

Between Thomas Pelling and John Defries of Madras Merchants Complainant and Richard Johnston of the same place Merchant Defendt.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four hundred and forty Pagodas (Pagodas 440.. -.. -/-) 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

Hew

Filed 27th March 1786.

To the Honble the Mayors Court at Madraspatnam

Humbly Compaining Sheweth unto this Honble Court Your Orator Myla Nellatomboo Moodelly by his Attorney Frances Lupton of Madras Inhabitant that Collatore Mootu Comarappen at present of the same place Inhabitant stands Justly and truely Indebted unto your Orator by his said Attorney in the full and Just Sum of One hundred and Seventy three Pagodas Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shilling for every Pagoda the Sum of Sixty Nine Pounds and four Shillings or thereabouts as will more fully and at large appear Copy of an Assignment and Translation of a Malaber Bond hereunto annexed for the Inspection of this Honble Court and which Your Orator prays may be taken and admitted as parts of this his Bill of Complaint the Originals being in Your Orators possession are ready to be produced when Required And Your Orator by his said Attorney Further Sheweth unto this Honble Court that He hath frequently and in and Amicable Manner requested Payment from the said Collatore Mootu Comarappen of the said Sum of One hundred and seventy three Pagodas Current Money of Madras

But now so it is May it please this Honble Court that the said Collatore Mootu Comarappen Obstinately

by his said Attorney any Manner of Satisfaction touching the Premisses — Your Orator by his said Attorney 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 Collatore Mootu Comarapen 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 perfectly and Effectually to all Intents and purposes as if the same were here againe repeated and particularly Interrogated and that he may be decreed to pay unto Your Orator by his said Attorney the said Sum of One hundred and Seventy three Pagodas Current Money of Madras with all such Interest as now is, or shall hereafter become due thereupon Also all Costs of this Suit

May it Please this Honble Court to Cause the said Collatore Mootu Comarapein to be Summoned and Requir 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

days of Adjournment and the Complainants Attorney having made Oath to the Justness of the Demand and that he verely believes the Defendant is about to Depart from the Jurisdiction of the Court, as by a Seperate Affidavit filed herewith Let a Summons returnable immediately and Warrant of Arrest Issue

Robt Ewing
Mayor

To all People to whom these Presents shall come Greeting Whereas Collatore Mootu Comarappen of Madras Inhabitant stands Justly and truely Indebted unto Mylu Nallatumbee Moodelly in the full sum of One hundred and Seventy three Pagodas Current Money of Madras as will more fully appear by Copy Translation of a Malabar Bond hereunto annexed Now Know ye that I the said Mylu Nallatumbee Moodelly for a Valuable Consideration to me in hand paid by Frances Lupton of Madras Inhabitant at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby Acknowledged — Have Assigned and Setover unto the said Frances Lupton the said Debt and Interest so due and Owing as aforesaid, and all my Right and Interest, in and to the same and every part thereof. and for the Considerations aforesaid — I the said Mylu

by his said Att.

[illegible] Presents do make Constitute
and appoint the said Francis Lupton his Executors
and Administrators my true and lawfull Attorney
and Attornise Irrevocable for me, and in my Name,
and in the name and Names of my Executors and Admi-
-trators but for the Sole and proper Use and Benefit
of the said Francis Lupton his Executors Administra-
-tors and Assigns to ask require Demand and receive of
the said Collatore Mootu Camarappen his Heirs Executors
and Administrators the Money so due as aforesaid, and
all Intents due and to grow due thereon and on
non Payment thereof, he the said Francis Lupton
his Heirs Executors and Administrators to sue for, and to
recover the same, and on Payment thereof to deliver and
give such Receipts and Discharges for the same, as
may be necessary and one or more Attorney or Attornies
under him to Constitute and whatsoever the said
Francis Lupton or his Attorney or Attornies under
him shall lawfully do in the Premisses — I the said
Myla Nellatombe Moodelly do hereby Allow and
affirm and I the said Myla Nellatombe Moodelly
do hereby Covenant with the said Francis Lupton that
I have not received, nor will receive the said Money
due on the said Translation Malabar Bond
[illegible] shall nor will release

Own and Allow of all lawful Proceedings for the
recovery thereof, he the said Francis Lupton saving me
the said Myla Nellatomby Moodelly harmless of
and from any Costs that may happen to me thereby
In Witness whereof I the said Myla Nellatomby
Moodelly have hereunto set my Hand and Seal in Ma-
-dras aforesaid this Tenth Day of March in the Year of
Our Lord One Thousand Seven hundred and Eighty Six.

Signed Sealed and
delivered where no Stampt
Paper is to be had in the
Presence of
Neal Mackenzie
John Bayne —

(Signed) Myla Nellatomby Moodelly (L.S.)

a true Copy
Edward Ellis
Atty for the Compt.

Translation of a Bond or Obligation Dated 3rd February 1786 —

I Mootu Commarappen Son of Colatore
Palane Mootapilla of Teroochara poram do give this
Bond to Myla Nellatombe Moodelliar of Madras
that is to say. —

On my urgent Occasion I have borrowed
and received of you the Sum of (173) One hundred and
seventy three Star Pagodas Current Money of Madras —
which Sum I promise to pay you on Demand with
such Interest as may become due thereon at the rate
of 12 per Cent pr Annum, Thus I do give this Bond by

My Consent Witnesses Conjeveram Comarasawmy Pandarum and Perattetangal Vancatachella Moodelliar by their Knowledge drawn by Canneyapparoo Chingleroyaen —

Witnesses Signed
Comara Sawmy Pandarum
Perattetangal Vencatachelle
Moodelliar

(Signed) Mootu Commarappen

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

(Signed) Soobaroyam
Interpr.

A true Copy
Edward Ellis
Atty for the Compl.t

Mayor's Court at Madraspatnam

Tuasday the 13th day of June Anno Domini 1786

Present

Robert Ewing Esquire Mayor
George Savage and Josias Du Pre Porcher
Aldermen

Between Myla Nellatomboo Moodelly by his Attorney Francis Leepton of Madras Inhabitant Complainant and

place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing — This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Seventy three Pagodas (Pagodas $73.—.—) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of the Suit

Filed 13th June 1786 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Conjeveram Rodrapah Moodelliar of Madras Inhabitant That Lingapen of the same place Inhabitant Stands Indebted unto Your Orator in full and Just Sum of three Hundred and fifty one Pagodas and Twenty Seven fanams Current Money of Madras Making in Sterling money of Great Britain at the Rate of Eight Shillings for every Pagodas the Sum of One hundred and forty Pounds thirteen Shillings and one pence or thereabouts as will more fully

And at large appear by an Account Current and Copy of the Translation of a Mortgage Bond hereunto Annexed and prayed to be Admitted as part of this his Bill the Original being in your Orators Possession and Ready to be produced when required given and granted unto Your Orator by the said Lingapen bearing date the Twenty third day of December which was in the Year of our Lord One Thousand Seven Hundred and Eighty two Payable on Demand with Interest at the rate of Twelve per Cent per annum, And Your Orator Sheweth that it is further consented and agreed by the said Lingapen, that in case the said sum of money should not be Discharged according to the term therein Specified for the Payment thereof that Your Orator shall in such default be at liberty to sue for the same in this Honble Court by which said agreement and Consent of the said Lingapen Your Orator is at full Liberty to Commence an Action and sue for the Payment of his aforesaid Debt in this Honble Court according to the meaning Sperit and Construction of his late Majestys Charter now in force Respecting the Prosecution of Suits Between the Natives of Madras in the Honble the Mayors Court, And Whereas Your Orator hath frequently and in an amicable Manner requested payment of the said Sum of Three hundred and fifty one Pagodas and Twenty Seven fanams from the said Lingapen —

But now so it is may it Please this Honble

Pay the same or to give Your Orator any manner of Satisfaction touching the premisses 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 Lingapen 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 Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid sum of three hundred and fifty one Pagodas and twenty Seven fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this

May it Please this Honble Court to Cause the said Lingapen 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 Seem Meet. —

Hy Du Pay

Atty Compl^t.

Dr. ... Longapen in Account Current with Conjeveram Rodrapa alias Moodeliar Cr.

1782 Dec.	28	To the amount Principal of your Mortgage Bond tome of this Date		248.16	By Balance	351.27
1786 June	11	To Interest on Ditto from the 23 December 1782 to this day is @ 12 ℔ Cent ℔ Annum	℔ mos. d. 3-5 19	103.11		
		Pagodas		351.27	Pagodas	351.27

Fort St. George 11th June 1786

Errors Excepted

ff. [illegible]

Translation of Mortgage Bond No. 23 Dated the 23d December 1782

Know all men by these presents that I Longapen Chinna Vendatadry Mudeliar of Mylapore am bound unto Conjeveram Rodrapah alias Moodeliar the mortgagee and his Executors Administrators and Assigns in the sum of Two hundred and forty eight Pagodas and sixteen Fanams of lawful money of Madras to be paid to the said mortgagee his Executors Administrators or Assigns for which payment well and truly to be made I bind myself my Heirs Executors and Administrators and all my Estate real and personal whatsoever and wheresoever and I do hereby acknowledge myself to hold and firmly stand seized and possessed of the same for the use of the said mortgagee his Executors Administrators and Assigns

The condition of this obligation is such that whereas the above bounden Longapen Chinna Vendatadry Mudeliar hath this day mortgaged unto the said Conjeveram Rodrapah alias Moodeliar his Executors Administrators and Assigns a certain piece of ground situate in the Mygoo Gurden and also one Dwelling House thereon built and all the Estate right title interest property claim and demand whatsoever of him the said Longapen Chinna Vendatadry Mudeliar his Executors Administrators and Assigns of in and to the same premises for the consideration of two hundred and forty eight Pagodas and sixteen Fanams of lawful money of Madras as in and by a certain Deed of Mortgage thereof bearing even date herewith relation being thereunto had may more at large appear Now if the said Longapen Chinna Vendatadry Mudeliar his Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the said mortgagee his Executors Administrators or Assigns the full sum of two hundred and forty eight Pagodas and sixteen Fanams of lawful money of Madras with interest for the same at the rate of twelve ℔ Cent ℔ Annum on the twenty third day of December which will be in the year of our Lord One thousand seven hundred and eighty five without any fraud or further delay then this present obligation to be void and of none effect or else to remain in full force and virtue

Sealed and delivered in the presence of us

Witness to the Signing

Witness to the Signing

Signed Longapen Chinna Vendatadry

Mudeliar

Translated by me

Assistant to the Collector

Original Mudeliar Language

Mudeliar Language

Assistant

Collector

Mayors Court at Madraspatnam — Tuesday the 20th day of June Anno Domini 1786

Present

Robert Ewing Esquire Mayor

James Call and William Webb

Aldermen

Between Conjeveram Rodrapah Modelliar of Madras Inhabitant Complainant and Lingapen 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 Defendt shall pay unto the Complainant the full and Just Sum of Threehundred and fifty one Pagodas and Seventy Seven fanams / Pagodas 351 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

13th June 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Conjeveram Rodrapah Modelliar of Madras Inhabitant That Cottiapah Mastry of the same place Inhabitant Stands Indebted unto Your Orator in the full and Just Sum of Sixty five Pagodas thirty Seven fanams and Seventy two Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Seventy Six Pounds and Seven Shillings as will more fully and at large appear by an Account Current and Copy of the Translation of a Mortgage Bond hereunto annexed and prayed to be admitted as part of this his Bill the Original being in Your Orators Possession and Ready to be produced when required given and granted unto Your Orator by the said Cottiapah Mastry bearing date the Seventeenth Day of August which was in the Year of our Lord One Thousand Seven hundred and Eighty five Payable on demand with Interest at the Rate of Twelve per Cent per Annum and Your Orator Sheweth that it is further consented and agreed by the said Cottiapah Mastry that in case the said Sum of money should not be Discharged according to the term therein Specified for the payment thereof that Your Orator shall in such default be at Liberty to sue for the same in this Honble Court by which said Agreement and consent

to commence an Action and sue for the payment of his afore
Debt in this Honble Court According to the Meaning Speri
and construction of His late Majestys Charter now in force
Respecting the Prosecution of Suits Between the Natives
Madras in the Honble the Mayor's Court and Whereas
Orator hath frequently and in an Amicable manner Requ
payment of the said Sum of Sixty five Pagodas Thirty Six
-nams and Seventy two Cash from the said Cootteapah Ma

But now so it is may it Please this Ho
Court the said Cootteapah Mastry Obstinately and wilfully
refuses to pay the same or to give Your Orator any man
of Satisfaction Touching the Premisses Your Orator th
prays a General Relief such as to this Honble Court s
appear agreeable to Equity and good Conscience To
End therefore that the said Cootteapah Mastry
upon his Corporal Oath full true direct and perfect
make to all and Singular the matters and things her
before Set forth and Alledged as fully truely and Eff
to all Intents and purposes as if the same were h
repeated and Particularly Interrogated and that
be Decreed to pay unto Your Orator the aforesaid s
Sixty five Pagodas Thirty Six fanams and Seven
Cash together with all such Interest as now is or
hereafter become due thereon also all Costs of this

Maust Pl... Sl...

to Cause the Cootteapah Mastry to be Summoned and Required
by the Sheriff of Fort Saint George Town of Madraspatnam
and the Districts thereof Personally to be and 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
Sheem Meet.

Hy Dudley
Atty Compl^t

Dr. Cootteapah Mastry in Account Current with Conjeveram Rodrapah Moodelliar. Cr.

1785 Augt 20th	To the Amount Principal of Your Mortgage Bond to me of this Day	60		By Ballance	65 36 72
1786 June 11th	To Interest on Ditto from the 20th Aug^st 1785 to this day is 9 months & 12 days @ 12 p Cent p^r Annum	5 36 72			
	Pagodas	65 36 72		Pagodas	65 36 72

Fort St George 11th June 1786

Errors Excepted

Translation of a Mortgage Bond Dated the 10th of Auvanee Month in the Year called Vesovavasoo or 20 August 1785.—

I Cotteapah Mastry, young Brother of Commara-pa Mastry, of Madras, do give this Mortgage Bond to Conjeveram Rodrapah Moodelliar of the Same place That is to Say—

On my urgent Occasion I have Mortgaged to You a piece of Ground situated in Second Street at old Governors Garden on the South Side to Dausee Teroomalys House and on the North side to Vencatasa Naicks House, which Ground containing from North to South 20 feet, and from the East to West 60 feet together with Choultry Title Deeds and the Bill of Sale in favor of my Brother and Borrowed and Received of you the Sum of /60/ Sixty Star Pagodas Current money of Madras which Sum I promise to pay you on Demand with such Interest as may become thereon at the Rate of 12 ℘ Cent ℘ Annum Thus I do give the Mortgage Bond by my Consent Witnesses Carpenter Appasee and Sawmy Pilla by their Knowledge Drawn by Vandeepar Chokalingen—in default of payment than you are empowered to Sue in Mayore Court and Sell the said Premisses and paid Yourself—

Witnesses Signed
The mark of Appa see
Sawmy Pilla

Signed
Cotty.

A True translation as near as can be from the Malabar Language—

Soobaroyam
Interpr.

true Copy
[illegible]

Mayor's Court at Madraspatnam

Tuesday the 20th day of June Anno Domini 1786.

Present
Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen

Between Conjeveram Rodrapah Moodelliar of Madras Inhabitant Complainant and Cotteapah Mastry 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 Sixty Five Pagodas Thirty Seven fanames and Seventy two Cash /Pagodas 65.37.78./ 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 14th April 1786

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Monte Decastro of Madras Inhabitant That Pascal Ferraro of the same place Inhabitant Stands Justly and truely indebted unto Your Orator in the full and Just Sum of twenty eight Pagodas thirty two fanams and fifty Cash Current Money of Madras Making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eleven Pounds and ten Shillings as will more fully and at Large appear by Copy of 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 Paschal Ferraro of the said Sum of Twenty eight Pagodas Thirty two fanams and Fifty Cash

But [illegible] this Honble

Singular the Matters and things herein before Set forth and alledged as fully truely and Effectually to all intents and Purposes as if the same were hereagain Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Twenty eight Pagodas Thirty two fanams and fifty 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 Paschal Ferraro 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

Chas. Baker.
Compl.t Atty.

This 14th April 1786
This Bill was shewn to me in the days of adjournment let a Summon issue and returnable Next Court day.

Robt. Ewing
Mayor

Dr. Paschal Ferraro in Account with Thomas Monte Decastro Cr.

1785 Jany.	2nd	To the Amount of the Bill								By Ballance due		28	32	50

Mayor's Court at
Madraspatnam

Tuesday the 20th day of June
Anno Domini 1786

Present

Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen

Between Thomas Monte
Delastre of Madras Inhabitant
Complainant and Paschal Serrao
of the same place Inhabitant
Defendant

It Appearing by the Records of this Court that the Usual Rule 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 Eight Pagodas Thirty two Fanams and Fifty Cash Pagodas 78.32.50 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 11th May 1786

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator George Williams a Lieutenant in his Majestys Twenty third Regiment of Light Dragoons, at present of Fort Saint George, that Henry Lindsay of Madras Inhabitant stands well and truly Indebted unto Your Orator in the full and Just Sum of Seven hundred Pagodas, 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 Eighty Pounds or thereabouts, as will fully and at large Appear by Copy of a certain Promissory Note or written Obligation Endorsed and Assigned over to your Orator for a good and Valuable Consideration according to the Custom and Usage of Merchants in such Cases immemorially Observed and followed, and which is hereunto annexed, and prayed by your Orator to be taken as part of this his Bill of Complaint The Original being in Your Orators Possession is ready to be produced when Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Henry Lindsay of the said Sum of Seven hundred Pagodas Current Money of Madras

But now so it is May it Please this Honble Court that the said Henry Lindsay Obstinately and Wilfully refuses to pay the same, or to give Your Orator any Manner of Satisfaction touching the Premisses Your Orator therefore prays a Cause Relief such as to this Honble Court shall appear

Between George Williams a Lieutenant in his Majesty's Twenty third Regiment of Light Dragoons, at present of Fort Saing George, Complainant and Henry Lindsay of Madras 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 Seven Hundred Pagodas Pag.s 700 — / 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 2nd May 1786 —

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Stephen Joannes Golamier of Madras Merchant that Joaquim Gregorio of the same place Inhabitant Stands Indebted unto Your Orator the full and just Sum of Seven Hundred and Nine Pagodas and Fifteen fanames Current Money of Madras making in Sterling Money of Great Britain

Hundred and Eighty three Pounds and fifteen Shillings or thereabouts as will more fully and at large appear by copy of an Account Current and also by Copy of a Mortgage Bond given and granted unto Your Orator by the said Joaquim Gregorio on the Eighteenth day of August in the Year of our Lord One Thousand Seven Hundred and Eighty three 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 Seven Hundred and Nine Pagodas and fifteen fanams from the said Joaquim Gregorio —

But now so it is May it Please this Honble Court the said Joaquim Gregorio 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 this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Joaquim Gregorio 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 Seven Hundred and Nine Pagodas and Fifteen 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 Joaquim Gregorio to be Summoned and required by the Sheriff of Fort —

in payment of the said Principal sum of Six Hundred Star Pag.s and the Interest thereof or any part thereof at the time herein before limitted for Payment then in such Case the said Stephan Joannes Golamier that hereby full power and Lawfull authority without any let, Suit Trouble, Denial Execution Molestation or Hindrance of or by him the said Joaquim Gregorio or of any other Person or Persons for him whatsoever to Sell and dispose the aforesaid recited House and Jewells and to pay himself the Principal and Interest of this Bond and the overplus (if any) to pay to the said Joaquim Gregorio his Heirs Executors Administrators or Assigns But if the Amount Sale thereof would be insufficient to satisfy the said Principal and Interest then the said Joaquin Gregorio his Heirs Executors Administrators or Assigns he or they to pay and satisfy the said Stephan Joannes Golamier in full He the said Joaquim Gregorio having delivered the Several Title Deeds of the said Two Houses and the aforesaid recited List of Jewells and Jewells to the said Stephan Joannes Golamies.—

Now the Condition of this Obligation is Such that if the above bound Joaquim Gregorio his Heirs Executors Administrators and Assigns shall well and truly pay or cause to be paid unto the aforesaid Stephan Joannes Golamier his Heirs Executors Administrators and Assigns the said Sum of Six Hundred Star Pagodas together with such Interest as shall or may becom due thereon at the rate of Eight per Cent per Annum at the Expiration of the limitted time as before set forth and Expressed then this Obligation to be void and of no Effects otherwise to remain in full force and Virtue — Jm Gregorio (SS)

Signed Sealed and delivered Whereno Stamped Paper

Mayors Court at Madraspatnam

Tuesday the 20th day of June Anno Domini 1786.—

Present

Robert Ewing Esquire Mayor

James Call and William Webb Aldermen

Between Stephan Joannes Golamier of Madras Merchant Complainant and Joaquim Gregorio 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 Seven Hundred and Nine Pagodas and Fifteen Fanams (Pag.s 709.—15.—) 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

Cruz

Filed 13th June 1786-

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Appoo Moodelly of Madras Inhabitant by his Attorney Francis DeSouza of the Same place Inhabitant that Baula Moodue also of the same place Inhabitant Stands justly and truely indebted unto Your Orator in the full and just Sum of Seventy four Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings as will More fully and at large appear by the Copy of the Translation of a Malaber Account Acknowledged and Signed by the said Baula Moodue as also Copy of an Assignment with Power of Attorney hereunto Annexed for the inspection of this Honble Court which Your Orator prays May be admitted as part of this Your Orator's Bill of Complaint the Originals thereof now being in Your Orator's Attornies Possession and ready to be produced to this Honble Court when he shall be thereunto required And Your Orator by his said Attorney further sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested Payment from the said Baula Moodue of the said Sum of Seventy four Star Pags.

But Now so it is May it Please this Honble Court that the said Baula Moodue Obstinately and wilfully refuses to Pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator [illegible]

agreeable to Equity and good Conscience To the End therefore that the said Baula Moodue may upon his Corporal Oath full true direct and perfect answer make to all and Singular the Matters and things have in 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 that he may be Decreed to pay unto Your Orator the aforesaid sum of Seventy four Pagodas together with all such interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to cause the said Baula Moodue to be Summoned and required by the Sheriff of Fort Saing George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain Time and Place to by 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.

Peter Walker
Atty for Complt.

Colt Rent for 12 Months	Pags. 24 - - -
2 Lanterns	12 - - -
Borrowed	38 - - -
Total Pagodas	74 - - -

A true Translation as near as can be from Malabar Language

Thus (Signed) Baula Moodue

A true Copy
Peter Walker
Atty for Complt.

To all People to whom these Presents shall Come Greeting
Whereas Baula Moodue of Madras Inhabitant Stands justly
and truely indebted unto Appoo Moodely of the same place or
Inhabitant in the Sum of Seventy four Star Pagodas upon a
Malabar account acknowledged and Signed by the said Bala
Moodue as by the Translation thereof may fully appear Now
Know Ye that I the said Appoo Moodelly for a Valuable
Consideration to me In hand paid by Frances de Souza of
Madras aforesaid Inhabitant the Receipt whereof is hereby acknow-
-ledged have assigned and made over and by these Presents Do for
me my heirs Executors Administrators and Assigns make over
unto the said Francis de Souza the said Account and Ballance
due and owing thereon and which may become due and owing
thereon and all My Right Title and Interest of in and to the same
and every part thereof and I the said Appoo Moodely for the Consi-
-deration aforesaid have made Constituted and Appointed and
by these Presents do make Constitute and Appoint the said Francis
de Souza his heirs Executors Administrators my true and Lawfull
Attorney and Attornies Irrevocable for me the said Appoo Moodely
and in my name and in the name and names of my Executors and
Administrators But for the sole and proper use and Benefit
of the said Francis de Souza his heirs Executors and Administrators
to ask require Demand and Receive of the said Bala Moodue his
heirs Executors and Administrators the Money Due and to be
-come Due on the said Account and on non payment thereof
him the said Baula Moodue to Sue for and receive the same

Account and give Sufficient Releases and Discharges thereof and
one or more Attorney or Attornies under him to Constitute and
and at his Pleasur to revoke and whatsoever the said Francis de
Souza or his Attorney or Attornies unde him shall Lawfully
do in the premisses I do hereby Covenant with the said Francis
de Souza that I de said Appoo Moodely have not received nor will
receive the said Ballance Due or to be come Due on the said Account
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 of the recovery thereof he the said Francis de Souza
saving me harmless of and from any Costs that may arise there-
-from In Witness whereof I the said Appoo Moodely have
hereunto set my hand and Seal at Madras this tenth Day of
June One Thousand Seven hundred and Eighty Six

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

Appoo Moodely (L.S.)

A true Copy Peter Walker
Atty for Compl.t

Mayor's Court at Madraspatnam

Tuesday the 27th day of June Anno Domini 1786

Present

Robert Ewing Esquire Mayor

Edw.d John Hollond and Vincentio Corbett

Aldermen

Between Appoo Moo

by his Attorney Francis deSouza
of the same place Inhabitant Com
plainant and Baulee Moodee
also of the same place Inhabitant
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 Defendant shall
pay unto the Complainant the full and Just Sum of
Twenty four Star Pagodas / Star Pagodas 24 — / 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 23d June 1786

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator George Moss of Madras Apothecary
that Richard Smith of the same place Factor stands justly and
truely indebted unto Your Orator in the full and just Sum of forty
three Star Pagodas thirty one fanams and forty Cash Current Money
of Madras Making in Sterling Money of Great Britain the

Nine Shillings and five Pence or thereabouts as will More fully
and at large appear by the Copies of a certain Promissory Note
given by the said Richard Smith to Your Orator and of an Account
Current hereunto Annexed for the inspection of this Honble Court
which Your Orator prays may be Admitted as part of this Your
Orator's Bill of Complaint the Originals thereof now being in Your
Orator's Custody and ready to be produced to this Honble Court when-
ever he shall be thereunto required And Your Orator further Sheweth
unto this Honble Court that he hath frequently and in an Amicable
Manner requested Payment from the said Richard Smith of the
said Sum of forty three Pagodas thirty One fanams and forty Cash

But now so it is May it Please this Honble
Court that the said Richard Smith Obstinately and wilfully refuses
to pay the same or to give Your Orator any Manner of Satisfaction
Touching the Premisses 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
Richard Smith may upon his Corporal Oath full true direct and
perfect Answer Make to all and Singular the Matters and
things hereinbefore Set forth and Alledged as fully truely and Ex-
pressly 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 forty
three Star Pagodas thirty one fanams and forty Cash together with
all such interest as now is or shall hereafter become due thereon
and also all Costs of this Suit

May it Please this Honble Court to Cause
the said Richard Smith to be Summoned and Required by the

by his Attorney Francis de Souza
of the same place Inhabitant Com
plainant and Baula Moodue
also of the same place Inhabitant
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 Defendant shall
pay unto the Complainant the full and Just Sum of
Seventy four Star Pagodas / Star Pagodas 74 " " 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

H Cuz

Filed 23rd June 1786

Amt of Your Pro-lsory Note of Hand this Day	43	"	-
Interest on Do to this Day being 1 mo & 21 @ ¢ Cent ¢ Annum	"	31	40
Pagodas	43	31	40

1786 June 21st By Ballance due ... 43 31 40

Pagodas 43 31 40

Fort St George 21st June 1786 -
Errors Excepted
H Geo: Mass
a true Copy
Peter Walker

Nine Shillings and five Pence or thereabouts as will More fully
and at large appear by the Copies of a certain Promissory Note
given by the said Richard Smith to Your Orator and of an Account
Current hereunto Annexed for the inspection of this Honble Court
which Your Orator prays May be Admitted as part of this Your
Orator's Bill of Complaint the Originals thereof now being in Your
Orator's Custody and ready to be produced to this Honble Court when-
ever he shall be thereunto required And Your Orator further Sheweth
unto this Honble Court that he hath frequently and in an Amicable
manner requested Payment from the said Richard Smith of the
said Sum of forty three Pagodas thirty One fanams and forty Cash

But now so it is May it Please this Honble
Court that the said Richard Smith Obstinately and wilfully refuses
to pay the same or to give Your Orator any Manner of Satisfaction
Touching the Premisses 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
Richard Smith may upon his Corporal Oath full true direct and
perfect Answer Make to all and Singular the Matters and
[illegible] Pledged as fully truely and Ef-
das Thirty One fanams and forty Cash / [illegible] one were here
together with all such Interest as now is or s[illegible] that he may be
becom due thereon untill full Paym[illegible] of forty
Costs of this Suit

H Cuz [illegible] together wit[illegible]

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 these 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

This Bill was Shewen to me between the Days of Adjournment let a Summon Issue returnable next Court Day Fort St George 23rd June 1786

Peter Walker
Atty for Complt.

Robt. Ewing
mayor

Madras 15th March 1786

On the 1st of May next I promise to pay to Mr. George Moss or his Order the Sum of Forty three Star Pagodas for Value received per me.

R. Smith

a true Copy

Peter Walker
Atty for Complt.

43. Star Pag^s

Dr. Mr. Richard Smith in Account Current with George Moss Cr.

1786 May	1st	To Amo[illegible]	[illegible]sory Note of Hand	43	..	-
		[illegible]my	this Day			
		due [illegible]	[illegible]rest on Dr. to this			
June	21st	To Inte[illegible]	Day being 1 mo. & 21 d.			
		[illegible]	[illegible] Cent [illegible]			
		12	[illegible]			

[illegible] to Cause by the Sheriff

Pagodas 43..31.40.

Fon[illegible] 1786

[illegible]ted
Geo: Mass
a true Copy
Peter Walker
atty for Complt.

Mayor's Court at Madraspatnam

Tuesday the 27th day of June Anno Domini 1786

Present

Robert Ewing Esquire Mayor
Edwd John Hollond and Vencentio Corbett Aldermen

Between George Moss of Madras Apothecary Complainant and Richard Smith of the Same place Farrier Defendant.

The Defendant being in Cour 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 Forty three Star Pagodas Thirty One fanams and forty Cash (Star Pag^s 43.31.40) 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 June 1786-

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vincente Gregynan of Madras Inhabitant, that Tellanaiga Moodelliar Soobaroya Moodelliar Soobaramoneya Moodelliar, and Rocken Soobramoneya Moodelliar, also of the same place Inhabitants stand Jointly and Severally well and truly Indebted unto Your Orator in the full and Just Sum of Four Hundred and Seventy three Pagodas, twenty four Fanams, and thirty Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shilling for every Pagoda the Sum of One hundred and Eighty Nine Pounds Eight Shillings and Sixpence or there abouts, as will more fully and at large appear by Copies of an Attested Translation of a Mortgage Bond, and an Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be taken and Admitted as part of this Your Orators Bill of Complaint, the Originals being in Your Orators Possession are ready to be produced when Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Tellanaiga Moodelliar, Soobaroya Moodelliar Soobaramoneya Moodelliar, and Rocken Soobramoneya

Moodelliar of the said Sum of Four Hundred and Seventy three Pagodas, twenty four fanams and thirty Cash

But now so it is May it Please this Honble Court that the said Tellanaiga Moodelliar, Soobaroya Moodelliar, Soobaramoneya Moodelliar, and Rocken Soobramoneya Moodelliar, and all of them Obstinately and wilfully refuses to pay the same, or to give your Orator any manner of satisfaction touching the Premisses, Your Orator therefore prays Genl Relief such as to this Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Tellanaiga Moodelliar, Soobaroya Moodelliar, Soobaramoneya Moodelliar, and Rocken Soobramoneya Moodelliar may upon their, and each of their respective Corporal Oaths, full true direct and perfect Answer make to all and Singular the matters and things herein before set forth and alledged, as fully truly perfectly and Effectually to all Intents and purposes as if the same were here again repeated and Particularly Interrogated, and that they may Jointly and Severally be decreed to pay unto Your Orator the said Sum of Four Hundred and Seventy three Pagodas twenty four fanams and thirty Cash, with all Interest that now is, or shall hereafter become due thereupon also all Costs of this Suit-

May it Please this Honble Court to Cause the said Tellanaiga Moodelliar, Soobaroya Moodelliar, Soobaramoneya Moodelliar, and Racken Soobramoneya Moodelliar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof, personally to be

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

Edward Ellis
Atty for the Complt

This Bill was shewn to me in the Days of Adjournment Let a Summons returnable Next Court day Issue —

Robt Ewinge
Mayor

Translation of a Mortgage Bond Dated the 15th Arpesy Month, in the Year called Nesoovavasoo — or Answering to Anno Domini the 25th October 1785 —

We Tellanaiga Moodelliar, Soobaroya Moodelliar, Soobaramoneya Moodelliar, and Rocken Soobramoneya Moodelliar, Inhabitants of Tundiarputtoo Village do Jointly give these Mortgage Bond to Vincente Goozman — That is to Say

We have Mortgaded to You our Ground Situated on the North side to Munro Moodu Moodelliars, Garden, and on the South side to be burning Place, which Ground containing 150 peices of Ground at 60 feet in length and 40 feet in Breadth & a piece, Likewise on the South side to Verdarajah Moodelliars Garden, on the north side to the Old Hill of Burning place, on the East side to the Road of Cadichungoley and on the west side to the Road leads by Vencatachella Moodelliars

Received of You the Sum of (450) four hundred and fifty Star Pagodas which sum we Promise to pay you, on the 15th of Chittery month in the Year called Parapavah or 25th April. 1786. with such Interest as may become due therein, at the rate of 9 p Cent per Annum Indefault of the said Payment, then you are Empowered to sue the said Premisses in the Court and Sell the same and pay yourself after deducting the Principal and Interest due to you, if there should be any Overplus, You are to return to us, and if any deficiency should happen we are to make good to you — Thus we do give thes Mortgage Bond by our Consent —

Witnesses Aroonachella Moodelliar and Yagapa Moodelliar by their Knowledge drawn by Vaudeyar Socian —

Witnesses Signed
Dasem Arroonachellum
Yagapen

(Signed)
Tellanaigum
Soobaroyan
Soobaramoneyan
Rocken Soobramoneyan

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

Soobaroyam
Interpreter

A true Copy
Edward Ellis
Atty for the Complt

Dr. Tellanaiga Moodelliar, Soobaroya Moodelliar, Soobaramoneya Moodelliar, and Rocken Moodelliar in account Current with Vincente Goosman ..... Cr.

1785 Oct. 1	To Amount Principal of your Joint Mortgage Bond of this Day	450	
1785 Oct. 1	To Interest on ditto to this Day @ 9 Cent per annum being 7 Months and 18 days	23.24.30	
	Pagodas	473.24.30	

By Ballance	473.24.30		
		Pagodas	473.24.30

Fort Saint George 19th June 1786

Errors Excepted

Vincente Goozman

Attrue Copy

Edward Ellis

Atty for the Complt.

Mayor's Court at Madraspatnam

Tuesday the 27th day of June Anno Domini 1786.

Present

Robert Ewing Esquire Mayor.

Edward John Hollond and Vencentio Corbett Aldermen

Between Vincente Goozman of Madras Inhabitant, Complainant and Tellanaiga Moodelliar, Soobaroya Moodelliar, Soobaramoneya Moodelliar, and Rocken Soobramoneya Moodelliar, also of the same place Inhabitants Defendants.

The Defendants 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 Defendants shall pay unto the Complainant the full and Just Sum of Two Hundred and Seventy three Pagodas Twenty four Fanams and Thirty Cash (Pags. 473. 24. 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

Hewz

Filed 9th April 1785.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Cottrell Barrett Administrator to the Estate and Effects of the late Robert Williamson Deceased that Ramapillah of Madras Inhabitant Stands indebted unto Your Orator in the full and Just Sum of One hundred and Forty Star Pagodas Current Money of Madras making in Sterling money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Fifty Six Pounds as more fully and at large appears by the Copies of a Promissory note of hand and an Account hereunto Annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as Part of this his Bill of Complaint the Originals Whereof are in the Possession of Your Orator and Ready to be produced to this Honble Court when required and your Orator further Sheweth unto this Honble Court that he hath frequently and in a fraindly manner Requested the Payment of the said Sum of One hundred and Forty Pagodas.

But now so it is and may it please this Honble Court the said Ramahpillah Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of satisfiction 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 Ramahpillah may upon his Corporal Oath full true direct and [illegible]

Extract from an Exhibit Marked B delivered at the Examiners Office on the part of the Complainant in a Certain Cause Now depending and at issue in the Honble the Mayor's Court at Madraspatnam Wherein Cottrell Barrett Administrator of Robert Williamson Deceased Complainant and Ramah Pillah Deceased

Page 86 - the Debits & Credits under the Head of Jatomby Vencata Ramah Pillah -

Madras October 1781 . . . Cr. . . Dr.

		Jatomby Vencata Ramah Pillah	Pag.	F.	C.	Pag.	F.	C.
		. . . . . Sundr. [illegible] 83.						
		. . . . Do. Relative to [illegible] Venkatach[illegible] Last Will						
Octr.	20th	To One Achen Horse wth a Net				90	"	"
		One Silver Goblet with a Stand foot Gilt inside				10	"	"
		[illegible] Head Stall Heel Ropes & Watring Bridle						
Novr.	7th	By Cash for Achen Horse 90. Silvr. Goblat 10	100	"	"			
		To Dn. sailing Orders for Capn. Sewewright						
		. . . Consult abst. Ransom [illegible] Do. Snow 2						
		Friends						
	21st	To One pr. Boots 1. Pag.						

A true Copy

James Taylor

Rgr.

Madras July 1787

		Cr.	Dr.
	Rama Pillah & Iyatomby Vencat.. &c..		
	Consult.n 2.d Lr. to Lord Mc Cartney Gov.r		
	D.o Chart party for Snows Rent 82 Sx. 25 Bs. p Bengal		
11.	Ditto Articles w.th James Mc allister to Com.d the Rent		
11.	Ditto Bill p Exs. 1000 Rp.s on Freightors Dan Kelly		
	.... Exam.d Chart party prep.d by John Twomey & D.o		
21.	.... D.o .. prep.d on act.t of friends Peter Sewewright		
	Drawing Articles for Capt.n Sewewright 300 Rp.s pan.d		
	Ditto .. Sailing Orders for D.o to Bengal		
	Car.d fo. 36		

a true Copy
James Taylor
Reg.r

Mayors Court at Madraspatnam — Tuesday the 27th day of June Anno Domini 1786.

Present

Robert Ewing Esquire Mayor

Edward Corbett, John Holland and Vencentio — Aldermen

Between Cuthbert Barrett Administrator to the Estate and Effects of the late Robert Williamson Deceased Complainant and Rama pillah of Madras Inhabitant Defend.t

this Day in the presence of the Attornies on both Sides on Reading the Complainants Bill with Copies of a Promissory Note of the hand and account Annexed, the Amended Answer, the Replication, the General Rejoinder the Interrogatories and Depositions on the Part of the Complainant, the Interrogatories and Depositions on the part of the Defendant Two Exhibits on the part of the Defendant Marked A & B On Hearing the Pleadings made thereof by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and Just Sum of One hundred and Pagodas Pagodas 100 ... together with such Interest as now is or shall hereafter become due thereon beginning from the day as the filing of the Bill of Complaint being the Ninth day of April One thousand Seven hundred and Eighty five until full payment is made also all Costs of this Suit

Ewr

Filed 11th July 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto the Honble Court Your Orator Gnanapah Mudaliar by his Attorney William Clarke of Madras Inhabitant That Nanapah of the same place Inhabitant Stands justly and truly Indebted unto Your Orator in the full and Just Sum of One hundred and twenty Six Pagodas and twenty eight Fanams Current Money of Madras making in Sterling Money of

Pagoda the Sum of Fifty Pounds and thirteen Shillings and upward as well morefully and at large appear by Copy Translation of a Mortgage Bond or Obligation and Accoun Current and Copy of an Assignment is hereunto Annexed for the inspection of this Honble Court All which Your Orator prays may be admitted as part and parcell of this Your Orator's 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 Ninapen of the said sum of One hundred and twenty Six Pagodas and twenty eight fanams

But now so it is and may it please this Honble Court the said Nineapen 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 Nineapah 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 particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid sum of One hundred and twenty Six Pagodas and twenty eight fanams, 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 Nineapen to be Summoned and required by the sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof

and place to be this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint an further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Chas Bromley
atty Compl^t

Dr. Nineapen in Account Current with Gruapah Moodeli Cr

1784 April 10	To Cash lent you on Your Mortgage Bond	100	
1786 June 30	To Interest on the above Sum from 10th April 1784 to this day is 2 yrs 2 mo 2 d 20 @ 12 p Cent p Annum	26.28	
	Pagodas	126.28	
1786 June 30	By Ballance		126.28
	Pagodas	126.28	

Fort Saint George
30th June 1786
Errors Excepted
[illegible]

Translation of a Mortgage Bond Dated the 1st of Chittery Month in the Year called Croday or 10th of April 1784.

I Ninaapen Son of Adecandoo Chundy Modeliar do give this Mortgage Bond to Goorruwapah Modeliar Son of Verrananryen Latchamana Modeliar of Soolooravellala Castat madras - That is to say -

My House situated at Sandrapetta in Changrocarah Nellatomby Modeliars Street, on the East side to Mosttycara Cundapa Modeliars House, on the West side to Moolleyapa Modeliy's House, the Cadjan Choultry Bill of Sale of which I have mortgaged and Received the Sum of (100) One hundred Star Pagodas Current Money of Madras which Sum I promise to Pay you on or before the 30th of Tye Month or 9th February 1785 with such Interest as may become due thereon at the Rate of half a fanam pr Pagoda per Month - Indefault of the said Payment then You are inpowered to sell the said House on or before the 20th Febreary next and Paid yourself - Thus I do give this Mortgage Bond by my Consent - Witnesses Mosttycarra Cundapa Modeliar, and Conjeveram Saume Moodly, by their Knowledge drawn by Vencatarayen -

(Signed)
The Mark of Ninaapen

Witnesses Signed (
Conjeveram Saume
Vencatasan
Cundapen

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

Soobarayam
Interpr.

A true Copy
Chas. Boomley
atty Compt.

To all People to whom these Presents shall Come Greeting Whereas Ninaapen of Madras Inhabitant on the Balance of an Account Current bearing date the Thirtieth day of June in this present Year of our Lord One Thousand Seven hundred and Eighty Six stands Indebted unto Groaapah in the Sum of One hundred and twenty Six Pagodas and twenty eight Fanams Current Money of Madras Now Knowye that the said Groaapah for a Valuable Consideration to him in hand paid by William Clarke of the same place Inhabitant at or before the Sealing and delivery of these presents the Receipt whereof he the said Groaapah doth thereby acknowledge He the said Groaapah hath Assigned and Sett over and by these Present Doth assign and Sett over unto the said William Clarke the said Account Current 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 Groaapah for the Consideration aforesaid hath made Constituted and appointed and by these presents doth make Constitute and Appoint the said William Clarke 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 William Clarke his Executors Administrators and Assigns to ask Require Demand and Receive of the said Ninaapen 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 William Clark his Heirs Executors and Administrators to sue for and Recover the same and on Payment thereof to deliver up the said Account Current and give sufficient Releases and Discharges thereof and one or more

attorney or attornies under him to Constitute and whatsoever the said William Clarke or his attorney or attornies under him shall Lawfully do in the premises the said Gruspah doth hereby allow and affirm and the said Gruspen doth Covenant with the said William Clarke that he the said Gruspen hath not received nor will receive the said Money Due or to become Due on the said Balance of the said account Current or any part thereof Neither shall or will release or discharge the same or any part thereof but will own and allow all Lawfull proceedings for Recovery thereof he the said William Clarke against the said Gruspen harmless as and from any Costs that may happen to him thereby In Witness whereof the said Gruspen Hath hereunto Set his Hand and Seal in Ma-dras this Fifth Day of July One Thousand Seven hundred and Eighty Six

Signed Sealed and delivered
where no Stampt Paper is to be had
in the presence of

Mayor's Court at
Madraspatnam

Tuesday the 11th day of July
Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
George Savage and Venantius Orbell
Aldermen

Medeliar by his attorney William Clarke of Madras Inhabitant Com-plainant and Nineapen of the same place Inhabitant Defendant

The Defendant being in Court and acknowledg-ing the Justness of the Complainants Demand this Court doth therefore think fit to Order and Decree and Doth accord-ingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One hundred and Twenty Six Pagodas and Twenty Eight fanams Pags. 126.28.-/ together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

Filed 9th July 1786.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon'ble Court your Orator Francis Lantons of Madras Merchant that Charles Parke of Fort Saint George Esquire stands justly and truely indebted unto Your Orator in the full and Principal Sum of Eight Thousand Pagodas Current Money of Madras Making in sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Three Thousand and two hundred Pounds and the In-terest thereon at the Rate of twelve per Cent per annum as

Will more fully and at Large appear by Copy of a Mortgage
Bond or Obligation hereunto Annexed for the Inspection of
this Honble Court and which Your Orator Prays may be admit-
ted 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 Eight Thousand Pagodas and the
Interest due thereon —
But now so it is May it please this Honble Court
the said Charles Darke Abstinately and wilfully Refuses 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 Agreable
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 herein before setforth and alledged as fully
truely and Effectually to all intents and Purposes as if the same
were herein again Repeated and Particularly interrogated and
that he may be decreed to pay unto Your Orator the aforesaid
Sum of Eight Thousand 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 Charles Darke to be Summoned and Required by the She-
riff 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

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. Baker
Compl. Atty.

This 8th July 1786 -
This Bill was shewn to me in the
days of Adjournment let a Summon
issue Returnable Next Court day -
Robt. Ewing
Mayor

Know all Men by these Presents that I Charles Darke
of Fort Saint George Free Merchant am held and firmly Bound
unto Francis Lautour of Fort Saint George Merchant in the
Penal Sum of Sixteen Thousand Star Pagodas Current Money
of Madras to the Payment whereof well and truely to be made
to the said Francis Lautour 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 affixed my Seal in
Fort Saint George aforesaid this Eighth day of October in the Year
of Our Lord One Thousand Seven hundred and Eighty five. —
Whereas the above Bound Charles Darke hath Borrowed and Received
of the above named Francis Lautour the full and Just Sum of Eight
Thousand Star Pagodas Current Money of Madras to run at Interest
at the rate of twelve per Cent per Annum payable in Eight Calender
Months from the date hereof and for the true Certain and Effectual
securing the Payment of the said Principal Sum of Eight Thousand
Star Pagodas and Interest at the time limited He the said Charles
Darke hath Mortgaged Granted Bargained Sold Assigned Transferred

Will Morefully and at Large appear by Copy of a Mortgage
Bond or Obligation hereunto Annexed for the Inspection of
this Honble Court and which Your Orator Prays may be admit-
ted 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 Eight Thousand Pagodas and the
Interest due thereon —

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 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 Charles Darke 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 Eight Thousand 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 Charles Darke to be Summoned and Required by the She-
reff of Fort Saing 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

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

Chas. Baker
Compl^t. Atty —

This 8th July 1786 —
This Bill was shewn to me in the
days of Adjournment let a Summon
issue Returnable Next Court day —
Robt. Ewing
Mayor

Know all Men by these Presents that I Charles Darke
of Fort Saint George Free Marchant am held and firmly Bound
unto Francis Lautour of Fort Saint George Merchant in the
Penal Sum of Sixteen Thousand Star Pagodas Current Money
of Madras to the Payment whereof well and truely to be made
to the said Francis Lautour 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 affixed my Seal in
Fort Saint George aforesaid this Eighth day of October in the Year
of Our Lord One Thousand Seven hundred and Eighty five —

Whereas the above Bound Charles Darke hath Borrowed and Received
of the above named Francis Lautour the full and Just Sum of Eight
Thousand Star Pagodas Current Money of Madras to run at Interest
at the rate of twelve per Cent per Annum payable in Eight Calender
Monthes from the date hereof And for the true Certain and Effectual
securing the Payment of the said Principal Sum of Eight Thousand
Star Pagodas and Interest at the time limited He the said Charles
Darke hath Mortgaged Granted Bargained Sold Assigned Transferred

and Setover And by these Presents Doth Mortgage Grant Sill Bar-
-gain, Assign Transfer and absolutely setover unto the said Francis
Lautour his Heirs Executors Administrators and Assigns all that
Dwelling House, Out Houses, Officers, Ground Garden and all and
Singular the appurtenances thereunto belonging Situate laying and
being at the South West End or Part of Choultry Plain in the Village of
Veerasanoor now Occupied by the said Charles Darke the said
Ground or Land being in the whole four hundred and sixty seven Thousand
two hundred and Seventy six Superficial Square feet also another piece or
Lot of Ground to the said Charles Darke belonging Situate and being in
the said Village of Veerasanoor adjoining to the said first mentioned Garden
or piece of Ground measuring and Containing in the whole two hundred and
forty Seven Thousand One hundred and Ninety Superficial Squir feet
together with all and Singular the Premisses and Appurtinances to the
said Dwelling House Offices Out House Garden and Grounds belonging
or in any Manner Appertaining and all the Estate Right Title Interest
Term or times of Years yet to come and Renewal with every Claim Right
and Demand whatsoever which he the said Charles Darke now hath or
ought to have or Claim in or to the said House Offices Grounds Garden and
Premisses with all and Singular the Appurtenances thereunto belonging
To have and to hold the said House, Out Houses Offices Garden and
peices or last of Ground and Premisses with all and every the Appurtenan-
-ces thereunto belonging unto the said Francis Lautour his Heirs
Executors Administrators or Assigns to and for his and their own proper the
said Behoof during the Residue of the respective Terms by the Several Lea-
-ses Granted and hereweth Delivered and yet Unexpired and also his the
said Charles Darke's Right of Renewal at the End or Expiration of the

a Manner to all Intents and Purposes as he the said Charles
Darke now hath might should or ought to have and Enjoy to
Hold the said Francis Lautour his Heirs Executors Administra-
-tors and Assigns to and for his, and their own proper Use and Behoof
for Ever.

Now the Condition of this Obligation is such that
if the above Bound Charles Darke his Heirs Executors or Ad-
-ministrators shall and Do well and and truely pay or Cause
to be paid to the said Francis Lautour his Heirs Executors
Administrators or Assigns the full and Just Sum of Eight
Thousand Star Pagodas Current Money of Madras together
with all such Interest as shall or may be due thereupon on or
before the Eighth Day of June next Ensuing and which shall be
in the Year of our Lord One Thousand Seven hundred and Eighty
Six, then this Obligation to be void and of no Effect otherwise
to Continue and Remain in full force and Vertue.

Signed Sealed and Delivered where no Stamped Paper is to be had in the Presence of

Chas. Darke (L.S.)

Edward Ellis

A true Copy

Chas. Baker

Notry Pubk.

John Maclean

Filed 11th July 1786

To Mr. Edward Ellis One of the Attornies of the Honble the Mayor's Court at Madraspatnam, or to any other off the Attornies in the said Court.—

These are to Authorize you the attorney above named or any other Attorney of the Honble the Mayor's Court at Madraspatnam, at any Court to be held after the Eighth day of June next Ensuing and which shall be in the Year of our Lord One Thousand Seven hundred and Eighty six to appear for me Charles Darke of Fort Saint George Free merchant my Heirs Executors and Administrators or either as the Case may require at the Suit or Instance of Francis Lautour of Fort Saint George Merchant his Heirs Executors Administrators or Assigns or any or either of them as the Cause may or shall Require on my Mortgage Bond or written Obligation bearing even D Date herewith for the Penal Sum of Sixteen Thousand Star Pagodas Current Money of Madras for securing the Certain Payment of Eight Thousand Star Pagodas with Interest at the rate of twelve per Cent per Annum Payable in Eight Months from the day of the Date hereof— And for me— and in my Name— or in the name or Names of my Heirs Executors or Administrators to Confess Judgment and suffer a Decree to pass against the mortgaged Premisses, or my person and other Effects— in Default of Payment of any part of the said Principal and Interest meant and [illegible] Bond or written

of Eight Thousand Star Pagodas with all Interest and Costs of suit. And for thewith to Cause the said Decree or Judgement of the said Honble the Mayor's Court at Madraspatnam to be thereupon Entered up of Record and suffer Execution thereupon to Issue in due form of Law and with full Effect until Payment of Debt Interest and Costs of Suit are made.—

And for Your so Doing this shall be to you— or to either of you— a full and Sufficient Warrant In Witness whereof I have hereunto set my Hand and Affixed my Seal in Fort Saint George this Eighth Day of October in the Year of Our Lord One Thousand Seven hundred and Eighty five.—

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

Chas. Darke (L.S.)

Edward Ellis

Notry Pubk

Neal Mackenzie

John Malaan

Filed 11th Ju

To

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368

Mayor's Court at Madraspatnam

Tua

Present

Robert Ewing Esq

James Call and Jose

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The Defendant

James Grierson and Acknowledging

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Defendant shall pay unto the C

Just Sum of Eight Thousand Pa

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Day of Octobe

Seven hundred

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John M

369

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining sheweth

ble Court Your Orator James Stringer of Ma

nt that John Philip Burlton of the same

stant stands justly and truely indebted unto

the full and just Sum of Eighty Four Star

nt Money of Madras making in Sterling

reat Britain at the rate of eight Sil

ry Pagoda the Sum of Thirty three Pounds

Shillings as does more particularly and at

by the Copies of an Account and a Note here

for the Inspection of this Honble Court

ur Orator prays may be admitted as part

Bill of Complaint, and whereas Your Orator

tly and in an Amicable Manner Requested

the said sum of Eighty four Star Pagodas

d John Philip Burlton —

But now so it is may it please this

t the said John Philip Burlton Obstinately

refuses to pay the same or to give Your Ora

nner of Satisfaction touching the Premis

ator therefore prays a General Relief

his Honble Court shall appear agreeable

To the

that the said John Philip Burlton 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 Eighty Four Star Pagodas with all such Interest as now is or shall hereafter may become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said John Philip Burlton 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 certain Time and place to be by this Honble Court prefixed and appointed then and there to Answer, this your Orators Bill of Complaint, and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Fort St. George
this 20th day of April 1786
This Bill was shewn to me
in the days of Adjournment Let
a Summons issue Returnable
next Court Day - Robt. Ewing

B. Spencer } Complt
J. Grierson } attys.

Mr. Burlton ..... Dr.

To three Monthes House Rent Due 1st. August 1786 Pagos ... 84 -- -- --

/Signed/ Jas. Stringer
A true Copy
B. Spencer } Compl.
J. Grierson } attys.

Stock Mr. Stringer house this Day at 28 Pagodas p.r Month
28th. August 1786.

/Signed/ J. P. Burlton
A true Copy
B. Spencer } Compl.
J. Grierson } attys.

Mayors Court at Madraspatnam

Tuesday the 18th day of July Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
James Call and Josias Du Pre Porcher
Aldermen

Between James Stringer of Madras Inhabitant Complainant and John Philip Burlton of the same Place Inhabitant Defendant.

It Appearing by the Records of this Court

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 four Star Pagodas /Star Pagodas 84.—.—./ 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

H Cur

Filed 18th July 1786—

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Severam Coppy Chitty of Madras Merchant that Doreya Cawn Mastry of the Same Place Inhabitant stands justly and truely indebted unto Your Orator in the full and just Sum of Two hundred and ten Star Pagodas Current Money of Madras Making in sterling Money of Great Britain at the rate of eight shellings for every Pagoda the Sum of Eighty four Pounds as does more particularly and at large appear by the Copy of an Account Current and Copy of the Translation of a Mortgage Bond hereunto annexed for the Inspection of this Honble Court and which Your Orator pray's 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 Two hundred and ten Star Pagodas from the said

Honble Court the said Doreya Cawn Mastry obstenately and will fully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premisses Your Orator therefore pray's a General Relief such as to this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Doreya Cawn Mastry may upon his Corporal Oath full true Direct and perfect Answer to all and singular the Matters and things herein before set forth and alledged as fully truely and effectually to all intents and Purposes 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 Ten Star Pagodas with also all Costs of this Suit

May it Please this Honble Court to cause the said Doreya Cawn Masty to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspetnam 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

P. Sencer.
Atty Compl.

Dr. Dorey a Cawn Mastry in Acct. Current with Severam Cooppy Chitty Cr.

1786 Febry.	17th	To Amount of your Mortgage Bond of this date	200	-	-	1786 July	17th	By Balance due to me	210	-	-
July	17th	To Interest on Dr. to this day being 5 months at 12 ff Cent ff Annum	10	-	-						
		Pagodas	210	-	-			Pagodas	210	-	-

Fort St. George 17th July 1786

E. E. ff [illegible]

A true Copy
J. Spencer
Atty Compl.

Translation of a Mortgage Bond Dated the 17th of Mausey Month year Called Vesoovavasoo or 17th February 1786.

I Doreya Cawn Mastry Son of Doroovasoo Mer-win of Esoalaman Cast of Madras do give this Mortgage Bond to Severam Cooppy Chitty of the same place Gentoo Cast That is to Say — On my Urgent Occasion I have Mortgaged to You my House together with the Choultry title Deed Se-tuated at Moottal Petta in Obeycada Street on the eastward line on the South side to Coonjaley Mastrees House, & on the North side to the lane of Bavajees House is Containing on the North end from east to west in Length 46½ feet, on the

Ground including with Roofs and all the appertenances is Valued 220. Pagodas & Borrowed & Received of you the Sum of (200) Two hundred star Pagodas Current Money of Madras, which sum I promis to pay you mor before the 30th April 1786 with such Interest as may become due thereon at the rate of 12 ff Cent ff Annum — In default of such Payment then you are to pay me the sum of 20 Pagodas & possess the said House as if you had Purchased if whomsoever objected to the same you have no business with it — You are to Prosecute and Procure the Court Bill of Sale in your Name; this I do give this Mortgage Bond by my Consent Witnesses Meeralabba Son of Coonjalu Mastry, and Sydaporram Cundapa Moodaliar, by their Knowledge Drawn by Vaudeyar Sawmy. —

(Signed)
The Mark of Doreya Cawn Mastry

Witnesses (Signed)
The Mark of Muralabba Son of
Conjalu Mastree
Cundapen

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

(Signed) Soobaroyam
Interp.

A true Copy
J. Spencer
Atty Compl.

Mayor's Court at Madraspatnam

Tuesday the 25th day of July Anno Domini 1786

Present

Robert Ewing Esquire Mayor
Edward John Hollond and Edwd. Garrow Aldermen

Between Severam Coppy Chitty of Madras Merchant Complainant and Doreya Cawn masty 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 Two Hundred and Ten Star Pagodas (Star Pagodas 210.-.-) 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 in Court this 4th March 1786

To the Honble the Mayor's at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gooroomoorty or Bultan of Madras Inhabitant by his Attorney Joseph de Sylva of the same place Inhabitant that Hummoo Saib of the same place Inhabitant Stands Justly and truely indebted unto Your Orator in the full and just Sum of Fifty Nine Star Pagodas Current Money of Madras Making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty three Pounds and fourteen Shillings or thereabouts as will morefully and at large Appear by the Copies of an Account Current and an Assignment with Power of Attorney hereunto annexed for the inspection of this Honble Court which Your Orator Prays may be Admitted as part of this his Bill of Complaint the Originals thereof being being in Your Orator's Possession and ready to be produced to this Honble Court when he shall be thereunto required Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Hummoo Saib of the said Sum of Fifty Nine Star Pagds.

But now so it is May it Please this Honble Court that the said Hummoo Saib obstinately and wilfully refuses to pay the same or to give Your Orator any [illegible] Touching the Premisses Your Orator

Mayor's Court at Madraspatnam

Tuesday the 25th day of July Anno Domini 1786

Present

Robert Ewing Esquire Mayor
Edward John Hollond and Edwd. Garrow Aldermen

Between Severam Coppy Chitty of Madras Merchant Complainant and Doreya Cawn masty 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 Two Hundred and Ten Star Pagodas (Star Pagodas 210.-.-) 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 in Court this 4th March 1786

To the Honble the Mayor's at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gooroomoorty or Bultan of Madras Inhabitant by his Attorney Joseph de Sylva of the same place Inhabitant that Hummoo Saib of the same place Inhabitant Stands Justly and truely indebted unto Your Orator in the full and just Sum of Fifty Nine Star Pagodas Current Money of Madras Making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty three Pounds and fourteen Shillings or thereabouts as will morefully and at large Appear by the Copies of an Account Current and an Assignment with Power of Attorney hereunto annexed for the inspection of this Honble Court which Your Orator Prays may be Admitted as part of this his Bill of Complaint the Originals thereof being being in Your & Orator's Possession and ready to be produced to this Honble Court when he shall be thereunto required Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Hummoo Saib of the said Sum of Fifty Nine Star Pagds.

But now so it is May it Please this Honble Court that the Said Hummoo Saib obstinately and wilfully refuses to pay the same or to give Your Orator any [illegible] Taking the Premisses Your Orator

therefore prays a General Relief such as to this Honble Court sh
appear agreeable to Equity and good Conscience To the End
therefore that the said Hummoo Saib may upon his Corpora
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 pu
-poses as if the same were hereagain repeated and particularly in
-rogated and that he May be Decreed to pay unto Your Orator the
aforesaid Sum of fifty Nine Pagodas together with all such In
-terest as now is or shall hereafter become due thereon and also a
Costs of this Suit

May it Please this Honble Court to cause the sa
Hummoo Saib to be Sommoned and required by the Sheriff or Forte
George Town of Madraspatnam and the Districts thereof personally
to be and Appear before this Honble Court at a certain Time and p
to be by this Honble Court prefixed and appointed then and there
answer this Your Orators Bill of Complaint and further to Stand
and abide by such Order and Decree thereon as to this Honble
Shall Seem Meet —

Peter Walker
Atty for Compl^t.

Dr. Hummoo Saib in Account Current with Gooroomoorty Bultan Cr

1786 March 7th	To Rent of my House due from you from the 7th day of april 1784 to this Day being 1 Year and 11 Months @ 3 Pag^s ⅌ Month as agreed on . . . . Pag^s	69		By Cast Received from you in part . .	10
				By Ballance . . .	59
				Pag^ds	69

Madras 7th March 1786 —
Errors Excepted
⅌ / Signed [illegible] Gooroomoorty Bultan

To all People to Whom these Presents Shall Come
Greeting Whereas Hummoo Saib of Madras Inhabitant
in and by the ballance of an Account Current bearing Date
the Seventh Day of March One Thousand Seven hundred
and Eighty Six arising from the Rent of a Certain Dwelling
House Stands Justly and truely indebted unto Gooroomoorty
Bultan of the same place Inhabitant in the full and Just
Sum of fifty Nine Star Pagodas Current Money of Madras
making in Sterling Money of Great Britain at the Rate
of Eight Shillings for every Pagoda the Sum of Twenty Three
Pounds and fourteen Shillings as by the said Account Current
may appear Now Know ye that the said Gooroomoorty Bultan
for a Valuable Consideration to him in hand paid by Joseph de
Sylva — also of the same place Inhabitant at or before the Sealing
and Delivery of the a Presence the Receipt whereof is hereby ac
-knowledged he the said Gooroomoorty Bultan hath assigned
and set over and by these Presents doth assign and Set over
unto the said Joseph de Sylva — the said Account Current
and the money thereupon due and Owing and which may
become due and Owing thereon and all his right and In
-terest of in and to the same and every part thereof and the
said Gooroomoorty Bultan for the Consideration aforesaid
hath made Constituted and appointed and by these Present
doth make Constitute and Appoint the said Joseph de Sylva
his Heirs Executors Administrators and Assigns his true and
Lawfull attorney and Attornies for him and in his Name
and in the Name and names of his Heirs Executors Adminis
-trators and Assigns but for the Sole and proper use and Benefit
of

Benefit of the said Joseph de Sylva his Heirs Executors Administrators and Assigns to ask Require Demand and Recover of the said Hummoo Saib his heirs Executors & Administrators the Money due and to become due on the said Account Current and on non-payment thereof him the said Hummoo Saib his Heirs Executors and Administrators to sue for and recover the same and on Payment thereof to deliver up and Cancel the said Account Current and give Sufficient Releases and Discharges for the same and one or more Attorney or Attornies under him to make Constitute and Appoint and Appoint, and whatsoever the said Joseph de Sylva or his Attorney or Attornies shall lawfully do in the Premisses the said Gooroomoorty Bultan doth hereby allow and affirm and the said Gooroomoorty Bultan doth Covenant with the said Joseph de Sylva that the said Gooroomoorty Bultan hath not received nor will Receive the said Money due or to become due on the said Account Current 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 Procedings for the Recovery of the same he the said Joseph D'Sylva — Saving the said Gooroomoorty Bultan harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Gooroomoorty Bultan hath hereunto Set and Affixed his Hand and Seal in Madras patnam this Tenth Day of Dag.r March One Thousand Seven hundred and Eighty Six —

Signed Sealed and Delivered where no Stampt Paper is to be had

(Signed) [illegible]
Gooroomoorty Bultan

L.S.

Filed 28th July 1786.

In the Hon.ble the Mayors Court at Madraspatnam

Between Gooroomoorty Bultan of Madras Inhabibant by his Att.y Joseph de Silva of the same place Inhabitant Complainant and Hummoo Saib also of the sam place Inhabitant Defendant

The Affedavit of Edward Jones One of the Serjents of this Hon.ble Court —

This Deponent maketh Oath and Saith that he did Serve the above named Defendant Hummoo Saib with three Several Rules issuing out of this Hon.ble Court the last of which was the Peremptory one to the following purport "Further Day is given the Defendant till the 11th July next to "Answer the Complainants Bill in default of which Judgment "will be given for the Complainant Town Hall 27th June 1776" "by Affixing such Rules up at the Don of the last place of Residence of the said Defendant. —

Sworn to in Court this 25th July 1786 —

James Taylor
Reg.r

Edward Jones

Mayor's Court at Madraspatnam

Tuesday the 25th day of July Anno Domini 1786.

Present

Robert Ewing Esquire Mayor

Edward John Hollond and Edw: Garrow Aldermen

Between Gooroomoorty Bu[illegible] of Madras Inhabitant by his [illegible] Joseph de Sylva of the same [illegible] Inhabitant Complainant a[illegible] Hummoo Saib of the same [illegible] Inhabitant Defendant.

It Appearing by the Records of th[illegible] Court that the Usual Rules have issued for the Defendant [illegible] Answer the Complainants Bill which he has Neglected doi[illegible] 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 Fifty Nine Star Pagodas / Star Pagodas 59 - - - / 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 27th March 1786.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Daniel Cameron of Madras Tavern keeper that Robert Chisholm of the same place Gentleman Lieutenant in the Service of His Majesty's Seventy third Regement of foot Stands justly and truely indebted unto your Orator in the full and just Sum of Thirty one Pagodas fifteen fanams and Sixty four Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eigh Shillings for every Pagoda the Sum of Twelve Pounds and Eleven Shillings or thereabouts as will more fully and at large Appear by the Copy of an Account 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 Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Robert Chisholm of the said Sum of thirty One Pagodas fifteen fanams and Sixty four Cash.

But now so it is May it please this Honble Court that the said Robert Chisholm obstinately and wilfully Refuses to pay the same or to give Your Orator any manner of satisfaction Touching the Premisses Your Orator therefore Prays a General Relief such as to this Honble [illegible] agreeable to Equity and good Conscience

To the End therefore that the said Robert Chisholm 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 thirty one Pagodas fifteen fanams and Sixty four Cash together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to cause the said Robert Chisholm to be Summoned and required by the Shereff of Fort Saint George Town of Madras patnam and the Districts thereof Personally to be and appear befor this Honble Court at a Certain Time and place to be by this Honble Court prefixed and appointed then and there to answer this Your Orator Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court shall seem Meet.—

This Bill was Shewen to me between the Days of Adjournment las a Summone If Sue retornable next Court day

Robt. Ewing
Mayor

Peter Walker
Atty for Complainant

Lieut. Chisholm ---- Dr. to Danl. Cameron

August 25th	To 3. half Bowls Punch	1.	9 –
	To 2. Suppers	1.	3 –
	To 1. Bottle Madeira	"	36 –
	To 3. Glasses Brandy	"	12 –
	To Share of Claret	4.	30 –
	To Salt Peter	–	10 –
		8.	10 –
	Received in part	2.	–
	Ballance	6.	10 –
September 2nd	To 2 Suppers	1.	3 –
	To 2. half Boule Punch	"	36 –
	To 2 Bottles Madeira	1.	27 –
	To Salt Peter	"	6 –
6th	To 2 half Boule Punch	"	36 –
	To 2 Suppers	1	3 –
	To 3 Bottles Madeira	2.	18 –
	To Salt Peter	"	9 –
9th	To an account of Mr. Darntons	11.	15 –
	To 1. Tiffings	1.	3 –
	To 1 Bottle Madeira	"	36 –
	To 4 Do. Porter	2.	6 –
	To Interest upon the above for Six Monthes and five days	1.	32 64
	Total	31.	15 64

Madras Febry 28th 1786

E. E. &c. D. Cameron

a true Copy
Peter Walker
Atty for Compl.

Mayor's Court at Madraspatnam Tuesday the 25th day of July Anno Domini 1786

Present

Robert Ewing Esquire Mayor

Edward John Hollond and Edw.d Garrow

Aldermen

Between Daniel Cameron of Madras Tavern keeper Complainant and Robert Chisholme of the same place Gentlemen Lieutenant in the Service of His Majestys Seventy third Regiment of foot 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 one Pagodas fifteen fanams and Sixty four Cash / Pagodas 31.15.64/ together with all such Interest as now is or shall hereafter become

Filed 30th May 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Soora Ondapah Chitty by his attorney Francis de Souza — of Madras Inhabitant That Mungam Kistnama Chitty of the same place Inhabitant Stands justly and truely indebted unto Your Orator in the full and just Sum or Two hundred and two Pagodas twenty 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 Eighty one Pounds or thereabouts as will more fully and at large Appear by Copy of an Account Current and an Assignment hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint the Original whereof is in Your Orator Attorneys Custody and Ready to be produced whenever this Honble Court shall Require And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested payment from the said Mungam Kistnama Chitty of the said Sum of Two hundred and two Pagodas and twenty three fanams.

Putnow so it is may it please this Honble Court the said Mungam Kistnama Chitty Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises as Your Orator therefore prays a General Relief such as to this Honble Court shall

appear agreeable to equity and good Conscience To the End there-
-fore that the said Mungam Kistnama Chitty 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 purpo-
-ses as if the same were here again repeated and particularly in-
-terrogated and that he may be Decreed to pay unto Your Orator
the aforesaid Sum of Two hundred and two Pagodas and twenty three
fanams 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 Mungam Kistnama 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 Hono-
-rable Court prefixed and appointed then and there to Ancer
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

Chas. Baker
Compl^t. Att^y

Dr. Mungam Kistnama Chitty in account Current with Soora Condapah Chitty Cr.

1783 July 10th	To Account settled in presence of both this day	287. 17. –	1783 July 22nd	By Cash Received from You this day	125. –	–	–
1786 March 29th	To Interest on Do. to this day is 2. 8. 19 Yrs. mos. Do. at 9 ¢ Cent ¢ Annum	70. 13. –	1786 March 29th	Interest on Do. to this day is 2. 8. 7 Yrs. mos. Do. at 9 ¢ Cent ¢ Annum	30.	7. –	
				By Balance due	155.	7. –	
					202.	23. –	
	Pagodas	357. 30. –		Pagodas	357.	30. –	

Fort St. George March 30th 1786.
Errors Excepted
Fr. 2000 5 88

A true Copy
Chas. Baker

To all People to whom these Presents shall Come Greeting
Whereas Mungam Kistnama Chitty of Madras Inhabitant
on the Balance of an Account Current bearing date thirtieth day
of March in the year of our Lord One Thousand Seven hundred
and eighty Six Stands indebted unto Soora Condapah Chitty
of the same place Merchant in the sum of Two hundred and
two Pagodas and twenty three fanams Current Money of
Madras as in and by the said Account Current May appear
Now Know ye that the said Soora Condapa Chitty for a Va-
luable Consideration to him in hand paid by Francis de Souza
also of the same place Inhabitant ere before the Sealing and
Delivery of this presents the Receipt whereof he hereby Acknow-
ledged he the said Soora Condapa Chitty hath sold Assigned and
Set over and by these Presents doth sell assign and set over unto
the said Francis de Souza the said Account Current and the
Money ere Mount Principal and Interest thereupon due
and Owing and which may become due thereon and all his
right fin and to the same and every part thereof and the said
Soora Candapa Chitty for the consideration aforesaid hath made
Constituted and appointed and by these presents Do make Con-
stitute and Appoint the said Francis de Souza his Executors
and Administrators his true and Lawfull attorney or attor-
neys Irrevocable for him and in his name and in the Name
and Names of his Executors and Administrators but for the
Sole proper use and benefit of the said Francis de Souza his
Executors and Administrators to ask Require demand and and

Executors and Administrators the Money due and to become
due on the said Account Current and on non Payment he of
he the said Francis de Souza his Executors and Administrators
to sue for and Recover the same and on Payment thereof
to deliver up the said Account Current and Give sufficient
Release to discharge therefor and one or more attorney or
attorneys under him to Constitute and whatsoever the said
Francis de Souza or his Attorney or Attornies under him shall
Lawfully doin the Premises the said Soora Candapa Chitty
doth thereby allow and affirm and the said Soora Condapah
Chitty doth Covenant with the said Francis de Souza that
the said Soora Condapah chitty hath not Received nor will
Receive the said Money due or to become due on the said
Account Current or any part thereof neither shall nor
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 Francis de Souza Saving
the said Soora Candapa chitty harmless of and from any
Acts that may happen to him thereby In Witness whereof
of he the said Soora Condapachitty hath hereunto set his
hand and Seal in Madras this thirtieth day of March
in the Year One Thousand Seven hundred and eighty Six

Signed Sealed and Delivered
where no Stamp't Paper is to be had
in the Presence of . . . . . .

Thos Oxy
Chas Baker

To all People to whom these Presents shall Come Greeting
Whereas Mungam Kistnama Chitty of Madras Inhabitant
on the Balance of an Account Current bearing date thirteeth day
of March in the year of our Lord One Thousand Seven hundred
and eighty Six Stands indebted unto Soora Condapah Chitty
of the same place Merchant in the sum of Two hundred and
two Pagodas and twenty three fanams Current Money of
Madras as in and by the said Account Current May appear
Now Know ye that the said Soora Condapa Chitty for a Va-
luable Consideration to him in hand paid by Francis de Souza
also of the same place Inhabitant at or before the Sealing and
Delivery of this presents the Receipt whereof his hereby Acknow-
ledged he [illegible] Assigned and
Setover a[illegible] setover unto
the said [illegible]
Money [illegible]
and Ou[illegible]
right [illegible]
Soora [illegible]
Conste[illegible]
stitu[illegible]
and [illegible]
ney [illegible]
and [illegible]
Sol[illegible]
Exe[illegible]

It Appea[illegible]
that the Usual Rules h[illegible] issued
the Complainant's Bill which he
Court doth therefore think fit to [illegible]
doth accordingly Order and Decree
pay unto the Complainant the full de
Hundred and Two Pagodas and Tw
Pagodas 202. 23.— / together wi
as now is or Shall hereafter bec
full Payment is made also all
H C [illegible] his

Executors and Administrators the Money due and to become
due on the said Account Current and on non Payment thereof
he the said Francis de Souza his Executors and Administrators
to sue for and Recover the same and on Payment thereof
to deliver up the said Account Current and Give Sufficient
Release to discharge therefore and one or more attorney or
attorneis under him to Constitute and whatsoever the said
Francis de Souza or his Attorney or Attornies under him shall
Lawfully do in the Premises the said Soora Condapa Chitty
doth thereby allow and affirm and the said Soora Condapah
Chitty doth Covenant with the said Francis de Souza that
the said Soora Condapah chitty hath not Received nor will
Receive the said Money due or to become due on the said
Account Current or any part there[illegible] neither shall nor
will release or discharge [illegible] or any part thereof
but will own and allow [illegible] money of Great Britain [illegible]
the Recovery ther[illegible] the [illegible] Pagoda the Sum of One Thousand
the said Soora[illegible] [illegible]ty Nine Pounds Six Shillings and One and half
Costs that m[illegible] [illegible]ith Interest thereon from the Twenty fifth day
of he the said [illegible]ast as by the Bond of the said Dawsonne Darke
hand and Sea[illegible] [illegible]vements thereon together with an Account Current
in the Year [illegible] hereunto Annexed may more fully appear the
[illegible] are in the Possession of Your Orator and Ready
[illegible] this Honble Court when Required and Your Orator
[illegible] Consequence of Powers Received from England
[illegible] Sadleir applied unto William George Wasey
[illegible]onth of March which was in the year of our
[illegible] Seven hundred and Eighty Three he being
[illegible] the said Nathaniel Barlow in order to Obtain

Signed Sealed and
where no Stampt Pap[illegible]
in the Presence of
[illegible]
[illegible]

On the said Bond of the said Dawsonne Drake unto the said Samuel Court who informed the said Anthony Sadlier that he could not discharge the said Account because the Original Bond of the said Dawsonne Drake was then in England but that the Amount of the share of the said Samuel Court under the dividend then made, and such as should be made in future should be set aside in the Cash Chest of the Estate till properly claimed by the appearance of the Original Bond whereupon the said Anthony Sadlier applied to the said William George Wasey to examine the Account Current of the said Samuel Court with the Books of the said Dawsonne Drake who acknowledged that the same corresponded exactly with the Books of the said Dawsonne Drake except as to the Article of Compound Interest which Compound Interest your Orator sheweth that not now been demanded nor is the same inserted in the Account Copy whereof is hereunto annexed your Orator sheweth that in consequence of the Requisition to have the Original Bond produced the same hath been transmitted and is now in the hands of the said Anthony Sadlier who under and by virtue thereof and of the Power to Recover the money due thereon applied on the Twenty Ninth day of November last past to John Mingies and Peter Walker the Attornies of the said Nathaniel Barlow for payment of the Amount due thereon who for Answer said that they were using their best endeavours to Convert the Remaining property of the said Estate into money in order to pay off such demands as were against it but that they were at present totally unable to pay off the Amount due on the said Bond of Samuel Court whereupon the said Anthony Sadlier Repeated his application

of his expectation of the dividend laid by for Account of the said Bond as represented in the said Letter of William George Wasey to which the said John Mingies and Peter Walker answered that the said Nathaniel Barlow had not left any money with them and that they were preparing an Account of the Estate of the said Dawsonne Drake since it came into their hands by which it would appear that by Payments made in Houses and by Transfer of Debts they had Considerably benefitted the Estate of the said Dawsonne Drake but they offered no Satisfaction unto Your Orator in the Premises on the Contrary they say that Nathaniel Barlow has carried money to England to pay off the said Bond, and say that as the said Original Bond was here it might create a difficulty there so that as Your Orator sheweth while the said Bond was in England the managers of the Estate of the said Dawsonne Drake could not pay off the same because it was not here and now that the Bond is here the managers of the said Estate say that its being here will create a difficulty in paying off the same in England your Orator further sheweth that it appears by certain Bill of Complaint filed in this Honble Court on the Sixteenth day of February which was in the Year of our Lord One Thousand Seven hundred and Eighty four at the instance of Henry Alexander a Creditor of the said Estate that the said Estate was indebted unto the said Henry Alexander in the Sum of fifty five Thousand and five hundred Pagodas the whole of which except the Sum of Eight Thousand and Twenty Two Pagodas thirty five fanams and Twenty Eight Cash he had received in Cash

and by various transfers or assignments and your Orator sheweth that such payments by Cash and assignments had been made since notice had been given as aforesaid on behalf of the said Samuel Court of his demand by Bond on the said Estate of the said Dawsonne Drake and your Orator sheweth that he hath been informed that the several Managers of the Estate of the said Dawsonne Drake have made other partial payments and done several partial Acts such as letting the Houses of the said Dawsonne Drake to persons without demanding any Rent for the same all which your Orator Chargeth to be to the General prejudice of the said Estate and to Your Orator and Your Orator Chargeth that as early notice was given as aforesaid of the Claim of the said Samuel Court on the Estate of the said Dawsonne Drake Your Orator as Representative of the said Samuel Court is intitled to payment on his said Bond to the full Amount thereof or at least to a similar proportion with the said Henry Alexander especially as the same was so expressed and assured by the said William George Wasey acting for and on behalf of the said Nathaniel Barlow and Your Orator sheweth that he hath Remonstrated thereon to the said John Manzies and Peter Walker now acting on behalf of the said Nathaniel Barlow and he hath frequently and in a friendly manner Requested the Payment of the said Sum of three Thousand Nine hundred and Seventy three Pagodas Eleven fanams and Twenty Cash together with the Interest thereon

But now so it is and may it Please this

Orator any Manner of Satisfaction touching the Premisses 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 Nathaniel Barlow 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 particularly interrogated and that the said Nathaniel Barlow may particularly set forth whether the said Anthony Sadleir did not in the Month of March which was in the said year of our Lord One Thousand Seven hundred and Eighty three apply unto the said William George Wasey for Payment of the said Sum so due unto the said Samuel Court and whether the said William George Wasey acting on behalf of the said Nathaniel Barlow did not answer as is above set forth and whether since such Notice on behalf of the said Samuel Court the said Henry Alexander hath not been paid several Sums to the Amount above set forth and in part discharge of this said Claim on the Estate of the said Dawsonne Drake and that the said Nathaniel Barlow may be Decreed to pay unto Your Orator the aforesaid Sum of Three Thousand Nine hundred and Seventy Three Pagodas Eleven fanams and Twenty Cash which all such Interest as now is or shall hereafter become due thereon also all Costs of the Suit

May it Please this Honble Court to Cause

by the Sheriff of Fort Saint George Town of Madraspat-
-nam 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 Com-
-plaint and further to stand to and abide by such order
and Decree therein as to this Honble Court shall Seem
Meet

3rd February 1785.

Bopham
Attyr for Complt.

This Bill was Shewn to me
Between the days of adjournment
let a summon Issue returnable
next Court day —

Philip Stowey
Mayor

Know all Men by these Presents that I Dawsonne Drake
of Fort Saint George Merchant am held and firmly bound unto
Samuel Court Esqr in the Penal Sum of Six Thousand Pagodas Cur-
-rent Money of Madras to the Payment whereof will and truely to be
made to the said Samuel Court Esqr his heirs Executors administrators
or Assigns I do hereby bind my self My heirs Executors and Adminis-
-trators firmly by these Presents In Witness whereof I have hereunto
set my hand & Seal in Fort St George this Fourth day of February in the
year One Thousand Seven hundred and Seventy five — To three Bond of
this tenor and date, the One of which being accomplished, the other two to
be Voids —

Whereas the above bound Dawsonne Drake hath borrowed and received of
the above Named Samuel Court Esquire the full and just Sum of Three Thousand

Now the Condition of this Obligation is such that if the above
bound Dawsonne Drake his heirs Executors Administrators or Assigns
shall well and truely Pay or Cause to be Paid unto Samuel Court Esqr
his heirs Executors Administrators or Assigns the full and just Sum
of Three thousand Pagodas Current Money of Madras together
with such Interest as shall or may become due thereupon then this
Obligation to be Void and of no Effect Otherwise to Continue in
full force and Virtue —

Dawsonne Drake (L.S)

Signed Sealed and Delivered
where No Stamped paper to be had
In the Presence of

Natht Barlow
Henry Lyttelton

1776 February 18th	Recd of Mr Geo Pocock on account Intt		£ 37 – 2 – 8
1777 January 1st	do of do		31 – – –
September 25	Cash in Pags 542 . 30 . 30		203 . 11 . 4
NB	By an Account Curt from D. Drake Dated the 21th Septr 1776 he stands indebted to me for Intt &c Pags 3542 . 30 : 30		
	at which time he remd me		542 . 30 . 30
	Ballance due to me 21st Septr 1776 Pa		3000 – – –
1779 January 20th	Recd of Sr Geo Pocock acct Intt	£	180 – – –
1780 January 8	do do		90 – – –

A True Copy
Bopham

Estate of Samuel Court Esquire Deceased ... Cr.

				1776			
			By Cash in Ship Speedy Capt. G.			542	30 30
			remittance Captain Orr				
			By Balance out of Court this day Carried to				
			new account				
						542	30 30
1776							
July 24	30	30	By Cash			357	30 30
			Balance			185	
						542	30 30
1779							
July 20			By Cash Court of Kings Bench £150. 4/6			457	
1780			By Cash Court of Sessions			185	
May 1			By Cash Court of Sessions			675	
1782			By Interest on the foregoing sum from				
March 26			the Estate of the late Governor Dawsonne Drake				
			to this day at 6 per Annum Viz.				
			On £ 450 for 2 Years 5 Months		£	58	10
			On £ 225 for 4 Years 10 Months		£	27	10
					£	85	20
						298	16 60
						973	16 60
			By Balance due to Mr Court			3273	11 20
			Errors Excepted			3946	28

Sworn at Madras the 1st day of June 1784 before me

Thomas Oakley Mayor

Sworn at Madras the 1st day of June 1784 before me

Thomas Oakley Mayor

Filed 12th April 1786.

(401)

The answer of Nathaniel Barlow Esquire / by his attorneys John Menzies of Fort Saint George Esquire and Peter Walker of the same Place attys at Law / Sole administrator with the will Annexed, to all and Singular the Goods and Chattels Rights and Credits of Dawsonne Drake formerly of Fort Saint George Esqr deceased Defendant to the Bill of Complaint of John Lodge of London Merchant and Surviving Executor named in the Last Will and Testament of Samuel Court formerly of Dedham in the County of Essex and late of the City of Bath in the County of Somerset in the Kingdom of England Esqr Deceased - by his Acting attorney Anthony Sadler late of Fort Saint George but now of Masulipatam Esquire Complainant.

The said Defendant by his said attorney now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and advantage of Exception which may hereafter be had or taken to the many Errors untruthes incertainties insufficiences and Imperfections in the said Bill of Complaint Contained - for answer thereunto or unto so much thereof as he this Defendant is advised doth materially concern him to make Answer unto, He this Defendant as Sole -

Sole Administrator as aforesaid by his said attornies &c. and Saith that He this Defendant having obtained Letters of administration with the Will of the Deceased Dawsonne Drake annexed from the Kings Ordinary and under the Seal of this Court to the Estate and Effects of the Late Dawsonne Drake Esquire deceased — He this Defendant accordingly took upon himself the Burthen of Sole administrator, And this Defendant by his said attornies Saith that Since he hath so Entered upon the Trust and Burthen of Sole Administrator as aforesaid He hath to the utmost of his Power in his own Proper Person and also by his attornies Exerted himself to the utmost to Collect in and receive the many outstanding Debts and Sums of Money due and Owing from Sundry Persons to the Estate — But from the late Publick distrisses and Calamities of War, Scarcity of Current Cash Lowness of Trade and other Distressing Circumstances He this Defendant as Administrator as aforesaid hath [illegible] not been able to act in the Premisses so fully as he would Wish to have done, and which Sufficient to Pay off the Creditors of the said Dawsonne Drake deceased, or Even to Collect in or receive Sufficient for that purpose — And this Defendant by his said attornies Saith that he hath not been able to Compound and Discharge the Judgment and Bond by Law against this Defendant as the Sole Administrator as aforesaid

for the new Complainant or his Legal Representative and they the said John Menzies and Peter Walker as Attornies to the said Administrator further say that they have Reason to believe that the said Nathaniel Barlow as Administrator as aforesaid hath made a Provision or held Monies to Pay off and Discharge in England the very Debt now sued for, which leaves them as Attornies to the said Administrator in a Situation unable to enter more Particularly into the matter in dispute untill they shall be advised by their Constituent in the Premisses which Situation they beg leave to Submit to the Consideration of this Honble Court and whether they shall be Compelled as Attornies to the Sole Administrator to make any further or other Answer to the several Charges and Interrogatories in the said Bill of Complaint Suggested Contained and Exhibited against them and their Constituent, and this Defendant as Administrator as aforesaid by his said Attornies further saith that as for the Justness of the Bond of the said Dawsonne Drake Copy of which is annexed to the Complainants said Bill of Complaint together with the Account and Declared Ballance thereupon, he believes there can be no legal obligation other than the doubt before Suggested that of Payment in England by the Administrator himself upon which Consideration and under those Circumstances this Defendant by his said attornies humbly Submits in case that this Honble Court are Pleased to Pass a Decree in favor of the Complainant that

to receive advice from their Constituent in the Premisses or that Indubitable Security be given and entered upon the Records of this Honble Court, for the Complainant and his attorney to Reimburse all such sum or Sums of Money which may have been Paid upon the Bond or Account in England by the Administrator of the said Dawsonne Drake or any One for him.

All which matters and things this Defendant by his said Attornies is ready and willing to averr maintain and Prove as this Honble Court shall direct and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this Behalf most wrongfully sustained.

Sworn at Fort St. George
this 12th Day of April 1785
Before me
Philip Stowey
Mayor

Edward Ellis
Atty for the Defendt
John Menzies
Peter Walker
Attns to Nathl Barlow
Sole Admor of Dawsonne Drake

Mayor's Court at
Madraspatnam

Tuesday the 25th day of July
Anno Domini 1786

Present

Robert Ewing Esquire Mayor
Edward John Hollond and Edwd Garrow
Aldermen

Between John Lodge

Executor of Samuel Court Esquire
Deceased by his Attorney Anthony
Sadlier of Fort Saint George Esquire
George Westcott Esq.r the other atty
having declined acting Complai-
nant and Nathaniel Barlow
Esquire Administrator of Dawsonne
Drake Esquire late of Fort St. George
Deceased Defendant.

This Cause Coming on to be heard and debated
this day in the Presence of the Attorneys on both Sides on Rea
-ding the Complainants Bill the Defendants Answer On
Hearing the Pleadings made Use of by the Attorneys and
on due Consideration had thereon This Court doth think fi
to Order and Decree and doth accordingly Order and Decree
that the Defendant do pay unto the Complainant out of
the Estate and Effects of Dawsonne Drake Deceased the
Sum of Three Thousand Nine hundred and Seventy three
Star Pagodas Eleven fanams and Twenty Cash /Sat Pag
3973. 11. 20./ together with all such Interest as now is
shall hereafter become due thereon untill full payment
made also all Costs of this Suit.—

Filed 1st July 1786.—

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complainant Shew unto
this Honble Court, Your Orators John Leathem and Angus
Mc Intosh of Fort Saint George Merchants that John
Charles Wilkins Box of Madras Inhabitant Gentleman
stands justly and truely indebted unto your Orators in
the full and just Sum of Five Hundred and Seventy Six
Star Pagodas fanams and Twenty Cash Current Money of
Madras, making in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum
of two Hundred and thirty pounds, fifteen Shillings and
five Pence or thereabouts as will more fully and at large
appear by the Copy of an Account hereunto annexed for
the Inspection of this Honble Court and which Your
Orators pray may be admitted as part of this their
Bill of Complaint, the Original whereof being in
the Hands of Your Orators Attorney, and ready to be pro-
duced, when hereunto required by this Honble Court,
and Your Orators further shew, that they have frequent-
-ly and in an amicable Manner requested Payment of
the said Sum of five Hundred and seventy Six Star
Pagodas forty fanams and twenty Cash from the said
John Charles Wilkins Box.—

But now

Honble Court, that the said John Charles Wilkins Esqr
obstinately and wilfully refuses to pay the same or to give Your
Orator any Manner of satisfaction touching the Premis-
-ses Your Orator therefore pray a genteral Relief, such
as to this Honble Court, shall appear agreeable to Equi-
-ty and good Conscience — To the End therefore, that
the said John Charles Wilkins Esqr may upon his
Corporal Oath full true direct and perfect Answer
make to all and singular the Matters and Things here-
-in before set forth 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 five Hundred and Seventy Six Star Pagodas
forty Fanams and twenty Cash, with all such Inte-
-rest as now is or hereafter may become due there-
and also all Costs of this Suit

May it Please this Honble Court to cause the
said John Charles Wilkins Esqr 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 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 ste-

Court shall seem Meet —
Fort Saint George the thirtieth day of
June, in the Year One Thousand Seven
Hundred and Eighty Six —
This Bill was shewn to me in the days
of adjournment — let a Summons issue
returnable next Court Day. —
Robt Ewing
Mayor

J. Grierson
Compl.t Atty

Fort Saint George 30th June 1786
Star Pagodas 576.40.20
Errors Excepted
J. Grierson

Pagodas 576.40.20

John Leathem and Co.s

		576	40 20

To the amount of four Bills of Exchange drawn by Ballantine & Co. on Messrs Cockell & Co. at 30 days sight, dated Fort Saint George 17th March 1786 for Star Pagodas 576.40.20 Payable to the order of John Leathem and Co.s

J. S. & W. Esqrs in account Current with John Leathem and Co.s

Angus Mackintosh

1786			
March 17th	By Cash Paid Ballantine & Co. on account of Bills	576	40 20
	To Interest thereon from the 17th March to the 30th June 1786	17	9 28
	To Commission on Ditto @ 2½ per Cent	14	39 —
		608	28 48

Errors Excepted
Fort Saint George 30th June 1786
J. Grierson

Orator Prays may be admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Hon.ble Court that he hath frequently and in an Amicable Manner requested Payment from the said Leopold Deatayde of the said Sum of Forty One Pagodas—

But now so it is May it Please this Hon.ble Court the said Leopold Deatayde 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 Hon.ble Court shall appear agreeable to Equity and good conscience To the End therefore that the said Leopold Deatayde 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 herein again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Forty one 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 Leopold Deatayde 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 Perfixed and appointed then and there to Answer this your Orator's Bill of Complaint and further to Stand to and

Madras 6th March 1786

I Promise to pay to Charles Baker Esquire the Sum of Forty one Star Pagodas which said Sum I promis to Discharge in one Months time from the Date hereof.

Leopoldo deatayde

A true Copy

Chas. Baker

This 24th June 1786

This Bill was Shewn to me.
in the days of Adjournment but
a Summon is Issue Returnable
next Court Day—

Robt. Ewing
Mayor

Tuesday the 8th day of August
Anno Domini 1786

Mayor's Court at
Madraspatnam

Present

Robert Ewing Esquire Mayor
George Savage and Isaias Dudre Porcher
Aldermen

Between Charles Baker
of Fort Saint George Esquire
one of the attornies of this Hon.ble Court Complainant
and Leopold Deatayde of
madras Inhabitant Defend.t

It Appearing by the Records of this Court that the Usual Rules have issued for the Defend.t to

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 Forty One Pagodas (Pagodas 41 ——) 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 23rd May 1786 -

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orator James Taylor George Savage and James Cabb of Fort Saint George Merchants for themselves and as Executors of Andrew Majindie deceased whose Will they have duly proved in the Honble Court and have obtained Probate thereof — That Your Orators ever on the Twenty third day of July which was in the Year of Our Lord One Thousand seven hundred and Eighty two indebted unto Charles Darke of Madras Merchant in the Sum of Fifty Thousand Star Pagodas and Interest and Your Orators Shew that the said Charles Darke did on that day reeve from John de Fries George Moubray and Alexander Cuthbert of Madras Merchants and three of the Trustees of the said Charles Darke the fourth Trustee being then absent from Madras a Reassignment of all his the said Charles Darke's Estate

Deed of Reassignment of that Date Your Orators Shew that one of the Conditions whereon the said John de Fries consented to execute the said Reassignment was that the said Charles Darke should deposit in the hands of the said John de Fries George Moubray and Alexander Cuthbert New Consolidated Bonds of His Highness Waw Lau Jaw &c. Nabob of the Carnatic to treble the Amount of the Sums due by the said Charles Darke to Major Henry Alexander Captain Peter Stoakes and Peter Ferry de la Combe as and by way of a Security to them in Case the said three Creditors should not agree to the said Reassignment and Your Orators Shew that the said Several Debts did on the said Twenty third day of July amount to the Sum of Twenty Six thousand and Forty three Star Pagodas Twenty Six fanams and Sixty Six Cash and were severally as follows to wit the Debt due to Henry Alexander amounted to the Sum of Nine Thousand Eight hundred and Nineteen Star Pagodas Twenty Nine fanams and Sixty Nine Cash the Debt due to Peter Stoakes to the Sum of Six Thousand Five hundred and Seventy Nine Star Pagodas Seven fanams and thirty three Cash and the Debt due to the said Peter Ferry de la Combe to the Sum of Ten Thousand two hundred and Forty four Star Pagodas thirty One fanams and forty four Cash and Your Orators Shew that being as aforsaid indebted unto the said Charles Darke they did on the said Twenty third day of July which was in the said Year of Our Lord One Thousand Seven hundred and Eighty two at the special instance and request of the said Charles Darke and for his accommodation and in part Payment of their said Bond of Fifty Thousand Star Pagodas execute a Mortgage Bond unto the said John de Fries George Moubray and Alexander Cuthbert in the Penal Sum of Fifty three Thousand

and Fifty two Cash Conditioned for Payment unto them their Executors Administrators or Assigns of the said Sum of Twenty Six Thousand Six hundred and Forty three Star Pagodas Twenty Six Fanams and Sixty Six Cash at the time and with the Interest as in the said Bond is set forth and Your Orators Shew that they did at the same time deposit with the said John de Fries George Moubray and Alexander Cuthbert by way of Mortgage Two new Consolidated Bonds of His Highness Wandaw Jaw &c.a Nabob of the Carnatic being N.o 120. and N.o 127. whose whole Sums due thereon with Principal and Interest unto the said Twenty third day of July Amounted to the Sum of Eighty One Thousand Seven hundred and Sixty Eight Star Pagodas and Twenty Eight fanams which Sum Your Orators Shew was treble as unto as could be of the said Several Sums so due by the said Charles Darke to the said Henry Alexander Peter Stoakes and Peter Perry de la Combe and your Orators Shew that the said Henry Alexander arrived in Madras some time after the said Deed of Resignment had been executed and he not being satisfied therewith or with the Security so above stated of three times the Amount of New Consolidated Bonds did prosecute the said Charles Darke in this Honble Court for the Recovery of the Amount so due to him and the said Charles Darke discharged the same whereupon the said Henry Alexander disclaimed and relinquished all his Right Title Claim and Demand to the said Share of the Security so lodged by the said James Taylor George Savage James Call and Andrew Majendie with the said John de Fries George Moubray and Alexander Cuthbert for account and at the request of the said Charles Darke and the said Henry Alexander did according duly execute a Deed or writing to that effect bearing date the Eighteenth day of August which said

the Original being in the Possession of your Orators and Ready to be produced when required and Your Orators Shew that having afterwards settled with the said Charles Darke all the accounts there previously depending Between them the said Charles Darke was allowed in such accounts and in the settlement thereof the said Sum of Nine Thousand Eight hundred and Nineteen Star Pagodas Twenty Nine fanams and Sixty Nine Cash and did in Consequence thereof Relieve the said Deposit of Your Orators to the Amount of Treble the said Sum of Nine Thousand Eight hundred and Nineteen Star Pagodas Twenty Nine fanams and Eighty Nine Cash and Interest thereon from the said Twenty third day of July which was in the Year of Our Lord One thousand Seven hundred and Eighty Two and the Amount of the Debt due by Charles Darke to the said Henry Alexander being on that day the said Sum of Nine Thousand Eight hundred and Nineteen Star Pagodas Twenty Nine fanams and Sixty Nine Cash the said Charles Darke had a Right to resume and receive back from the said John de Fries George Moubray and Alexander Cuthbert three times that sum together with Interest thereon from the said Twenty third day of July in the Year of Our Lord One thousand Seven hundred and Eighty two until the surrender or return thereof should be made and Your Orators Shew that in consequence of the Premises the said Charles Darke hath acknowledged the Receipt from Your Orators of the said Sum of Nine Thousand Eight hundred and Nineteen Star Pagodas Twenty Nine fanams and Sixty Nine Cash and Interest thereof from the said Twenty third day of July One Thousand Seven hundred and Eighty two in part Payment of Your Orators said Bond of that date to the said John de Fries

Fries George Moubray and Alexander Cuthbert and he did also assign and Make over unto Your Orators the said Share of the said New Consolidated Bonds of His said Highness the Nabob so heretofore deposited in Trust with the said John de Fries George Moubray and Alexander Cuthbert and gave Your Orators Power to demand the Surrender of such Share accordingly as by the Copy of the Deed of Assignment thereof bearing date the third day of January last past and duly executed by the said Charles Darke hereunto Annexed Marked B may appear the Original being in the possession of Your Orators and ready to be produced to this Honble Court when required and Your Orators Shew that under by virtue of such Assignment Your Orators conceived they had a full clear and indisputable Claim Right and Authority to have their said Bond discharged of the said Sum of Nine Thousand Eight hundred and Nineteen Star Pagodas Twenty Nine Fanams and Sixty Nine Cash and Interest from the said Twenty third day of July One Thousand Seven hundred and Eighty two and to take up and receive back from the said John De Fries George Moubray and Alexander Cuthbert such a Portion of the said two several new Consolidated Bonds of His Highness Wallajah Nabob of the Carnatic as amounted to the treble of the said Sum of Nine Thousand Eight hundred and Nineteen Star Pagodas Twenty nine Fanams and Sixty Nine Cash together with Interest thereon from the said Twenty third day of July which was in the year of Our Lord One Thousand Seven hundred and Eighty Two unto and until such Assignment should be duly executed and

they had received on account of the said Two New Consolidated Bonds being N.o 120 and 127. as the said Debt of Charles Darke to Henry Alexander being nine Thousand Eight hundred and Nineteen Star Pagodas Twenty Nine fanams and Sixty Nine Cash bore to the whole Principal of Your Orators Bond being Twenty Six Thousand Six hundred and Forty three Star Pagodas Twenty Six fanams and Sixty Six Cash Your Orators therefore did accordingly apply to the said John De Fries George Moubray and Alexander Cuthbert to execute such Receipt and to deliver up unto Your Orator such Share or Portions as aforesaid and Your Orators did also demand the Proportions as aforesaid of such Dividends as may have been received on account of the said New Consolidated Bonds and did also offer to execute unto the said John De Fries George Moubray and Alexander Cuthbert a new Bond for the difference that should then be due and to deposit New Consolidated Bonds of his said Highness the Nabob to Treble the Amount of such difference—

But now so it is may it please this Honble Court the said John De Fries George Moubray and Alexander Cuthbert obstinately and wilfully refuses to Comply with the said requisitions of Your Orators or to give Your Orators any Manner of Satisfaction whatever respecting the Premises pretending that the said Bond of Your Orators bearing date the said Twenty third day of July One Thousand Seven hundred and Eighty two were for the securing the said three several Debts of the said

and Peter Ferry de la Combe and amounting to the said Sum of Twenty Six Thousand Six Guineas and Sixty Six Cash and that altho' one of the said debts was discharged never the less the Securities ought to remain with them until the whole therefore was discharged whereas Your Orators expressly charge that the true intent and meaning of the said Bond of Your Orators unto the said John De Fries George Moubray and Alexander Cuthbert with the said Deposit of the two New Consolidated Bonds of His Highness Maw Law Saw &c.a Nabob of the Carnatic was that the said Trustees have assurety to Treble the Amount as near as could be and no More for each and every of the said three Debts and Your Orators shew that on that account Your Orators were at some pains to select out the said two New Consolidated Bonds being No. 120 and No. 127 as their Amount was as near as could be treble of the amount of the Sums then due by the said Charles Darke to the said Henry Alexander Peter Stoakes and Peter Ferry de la Combe and Your Orators shew that the said Charles Darke had a Right to receive back and take up such parts of the said two several new Consolidated Bonds as amounted to treble the sum of such part of the said Debts as the said Charles Darke should at any time discharge Wherefore the pretence of the said John De Fries George Moubray and Alexander Cuthbert is contrary to Equity and good Conscience To the End therefore that the said John De Fries George Moubray and Alexander Cuthbert may upon their several Corporal Oaths full true direct and perfect answer make to all and singular the Matters and things hereinbefore set forth

interrogated And in particular that they may set forth whether there were not several Meetings and Conferences between the said Charles Darke and the said John De Fries George Moubray & Alexander Cuthbert or some and which of them in order to satisfy the said John De Fries George Moubray and Alexander Cuthbert on several Points respecting the then proposed Deed of Re-assignment of the said Trusties to Charles Darke and whether the principal difficulty attending the same was not on account of the doubts which Messieurs Moses de Castro Thomas Pelling and the said John de Fries had as to their said Constituents Henry Alexander Peter Stoakes and Peter Ferry de la Combe consenting to such Re-assignment and whether in order to remove the difficulties so thrown in the way of such Re-assignment it was not proposed by the said Charles Darke and agreed to by the said Moses de Castro Thomas Pelling and John De Fries the Amount of the debts of the said Charles Darke to the said Henry Alexander Peter Stoakes and Peter Ferry de la Combe should remain with the said John De Fries George Moubary and Alexander Cuthbert as their Security and Indemnity against any future claim of the said Henry Alexander & Peter Stoakes or Peter Ferry de la Combe on the said Trustees or the said Moses de Castro Thomas Pelling and John de Fries or either of them for or by reason of the said Trustees having executed the said Deed of Re-assignment and your Orators further Pray that the said John de Fries George Moubray and Alexander Cuthbert may set forth whether the respective claims of the said Henry Alexander Peter Stoakes and Peter Ferry de la Combe on the said Twenty third day of July One thousand

Seven hundred and Eighty two were set as follows to with the
Claim of Henry Meaander the Sum of Nine Thousand Eight hun-
-dred and Nineteen Star Pagodas Twenty Nine Fanams and Sixty
nine Cash the Claim of the said Peter Stoakes the Sum of Six
Thousand five hundred and Seventy Nine Star Pagodas Seven
fanams and Thirty three Cash and the claim of the said Peter
Ferry de la Combe the Sum of Ten Thousand two hundred
and Forty four Star Pagodas Thirty One fanams and forty four
Cash and whether in case the said Henry Meaander had arri-
-ved previous to the said Re-assignment having taken place
and had given his Consent thereto or otherwise Settled with th
said Chales Darke that the Amount of the said new Consoli
-dated Bonds so to have been deposited with the said John D
Fries George Moubray and Alexander Cuthbert would hav
amounted to more than treble the Amount of the Debts the
owing by the said Charles Darke to the said Peter Stoakes an
Peter Ferry de la Combe and whether the said John De Fries
George Moubray and Meaander Cuthbert did not at that time
consider that at the the Bond of your Orators was for paymen
of the entire Sum of Twenty Six Thousand Six hundred an
Forty three Star Pagodas Twenty Six fanams and Sixty Six
Cash and that the Two new Consolidated Bonds for about
ble that sum were mortgaged as a Security for paymen
nevertheless the true intent and meaning thereof was t
each of the said individual Persons namely Henry M
Peter Stoakes and Peter Ferry de la Combe should resp
solely have a treble Security in new Consolidated Bond

Moubray and Alexander Cuthbert did at the time of the execution
of the said Mortgage Bond by your Orators consider the said Deposit
of new Consolidated Bonds to treble the Amount thereof as jointly
and Separately attached to the said Debt of your Orators of Twen-
-ty Six Thousand Six hundred and Forty three Star Pagodas Twenty
Six fanams and Sixty Six Cash and to remain till the whole there-
-of was paid off or whether they did not consider them appertaining
Separately to each of the said Three Creditors of Charles Darke in
proportion to there Respective Debts and whether according to
the true intent and meaning of the Parties at the time your
Orators executed the said Mortgage Bond each of the said three
Several Creditors of Charles Darke to wit Henry Meaander
Peter Stoakes and Peter Ferry de la Combe had not a Separate
Right in the Event of coming to madras and consenting to the
said Arrangement to claim a Separate Bond and Mortgage to
treble the Sum in new Consolidated Bonds of the Amount of his
claim and whether your Orators would not have been bound to
have executed to each Creditor so demanding it a Separate Bond
and Mortgage of new Consolidated Bonds to Treble the Amount
of his Debt and whether the said John De Fries George Moubray
and Meaander Cuthbert would not have been bound to have ac
-ceded thereto and have given up from the said new Consolidated
Bonds an Amount equal to what your Orators would in such
Case have deposited with such Creditor and whether your Orators
Bond so granted unto the said John De Fries George Moubray &
Meaander Cuthbert and the new Consolidated Bonds to treble the
Amount lodged by way of Security were or were not taken

Conditionally and Subject to the Separate consent and approbation
of such of them the said Henry Alexander Peter Stoakes and Peter
Ferry de la Combe, and in case of the whole of them the said Henry
Alexander Peter Stoakes and Peter Ferry de la Combe having
disapproved of Your Orators Bonds, and the Security deposited
therewith and had come upon the said Charles Darke in like
manner as the said Henry Alexander did, and had received the
amount of their several Debts from the said Charles Darke
whether the said Charles Darke would not have had a right
and Title to be put in possession of your Orators Bond to
the said John De Fries George Moubray and Alexander Cuthbert
and the Securities attendant thereon and whether he the said
Charles Darke would not in that case have a right to have re-
signed the same to such person as he might think proper
and whether the said Henry Alexander did or did not on his
arrival in India disavow the act of his attornies Moses
De Castro Thomas Pelling and John De Fries in taking
the said Bond of Your Orators and the said new Onsealed
ted Bonds by way of Security and whether he did or did no
relinquish all right Title or claim thereto, and whether
said Moses de Castro Thomas Pelling and John De Fr
bearing apprehensive that the said Henry Alexander
not consent and agree to receive his proportion of You
and the Securities attendant thereon did or

Charles Darke his the said Charles Darkes Bond to the said Henry Alex^r
and take an Agreement from the said Charles Darke that his the
said Charles Darkes Bond should Remain as a further Security
until his the said Henry Alexanders consent or approbation was
obtained and whether the said Moses De Castro Thomas Pelling
or John de Fries or some of them have or have not delivered up the
said Charles Darkes Bond to the said Henry Alexander to be cancel
led upon his the said Charles Darke having paid the said Henry
Alexander the full Amount thereof and whether the said Moses
De Castro Thomas Pelling and John de Fries as the Attornies of
Henry Alexander or whether the said John de Fries George Moubray
and Alexander Cuthbert any or either of them have any Claim or
Demand whatever upon your Orators Bond or the Securities
attendant thereon or upon the said Charles Darke for his the said
Henry Alexanders share or proportion so separately appropriated
in the said Deed of Re-assignment to the said Charles Darke &
referred to in the said Bond of your Orators and whether Your
Orator have not applied to the said John de Fries George Mou-
bray and Alexander Cuthbert or some of them and who by name,
to have their said Bond for payment of the said Sum of Seven-
ty Six Thousand Six hundred and forty three Star Pagodas Seven-
ty Six fanams and Sixty Six Cash exonirated acquitted and
discharged of the said Sum of Nine Thousand Eight hundred
and Nineteen Star Pagodas Twenty Nine fanams and Sixty
Nine Cash so theretofore due unto the said Henry Alexander with
Interest thereon from the said Twenty third day of July which
was in the Year of our Lord One Thousand Seven hundred and Eighty

Two and whether your Orator had not a Right to receive from the said John de Fries George Moubray and Alexander Cuthbert such proportion of the dividends which they may have received on the said New Consolidated Bonds being N.° 120. and N.° 127. as the said debt of Charles Darke to Henry Alexander being Nine Thousand Eight hundred and Nineteen Star Pagodas Twenty nine fanams and Sixty Nine Cash bore to the whole Principal of Your Orators said Bond being Twenty Six Thousand Six hundred and Forty three Star Pagodas Twenty Nine fanams and Sixty Nine Cash and Your Orator pray that the said John de Fries George Moubray and Alexander Cuthbert may set forth the full amount and the particulars of the dividend or Dividends which they have received on the said several New Consolidated Bonds being N.° 120. and N.° 127. and whether Your Orator did not offer to execute a new Bond unto the said John de Fries George Moubray and Alexander Cuthbert for the difference which should be due unto them under Your Orators Bond of the Seventy third day of July which was in the Year of our Lord One Thousand Seven hundred and Eighty Two after deducting therefrom the said Sum of Nine Thousand Eight hundred and Nineteen Star Pagodas Twenty nine fanams and Sixty Nine Cash and the Interest thereon from the said Seventy third day of July and also to leave in their hands new Consolidated Bonds of his said Highness the value to treble the Amount of such difference And Your Orator

Bond to the said John de Fries George Moubray and Alexander Cuthbert for his the said Henry Alexander's proportion thereof being the said Sum of Nine Thousand Eight hundred and Nineteen Star Pagodas Twenty nine fanams and Sixty nine Cash together with Interest from the said Twenty third day of July One Thousand Seven hundred and Eighty Two the same having been so paid and discharged by the said Charles Darke to the said Henry Alexander as aforesaid his the said Charles Darke to the said Henry Alexander for which the said new Consolidated Bonds were lodged as a Security as aforesaid having been delivered up to the said Charles Darke to be Cancelled as also that the said John de Fries George Moubray and Alexander Cuthbert may be Deemed to deliver up unto Your Orator such share or portion of such new Consolidated Bonds as may be equal to treble the Sum of Nine Thousand Eight hundred and nineteen Star Pagodas Twenty nine fanams and Sixty nine Cash being the amount of the debt of the said Charles Darke to the said Henry Alexander on the said Twenty third day of July which was in the Year of our Lord One thousand Seven hundred and Eighty two together with Interest on such treble Amount from the said Twenty third day of July unto the day of the delivering up unto your Orator such treble Amount and Interest as aforesaid and in case the said John de Fries George Moubray and Alexander Cuthbert or either of them should have received any Dividend or Dividends on account of the said new Consolidated Bonds being N.° 120.

such proportion thereof as the said Sum of Nine Thousand Eight hundred and nineteen Star Pagodas Twenty Nine Fanams and Sixty nine Cash bears to the Principal of your Orators said Bond being Twenty Six Thousand Six hundred and forty three Star Pagodas Twenty Six Fanams and Sixty Six Cash and that the said John de Fries George Moubray and Alexander Cuthbert may be decreed to deliver up unto Your Orators their said Bond of the said Twenty third day of July which was in the year of our Lord One Thousand Seven hundred and Eighty Two for payment of the said Sum of Twenty Six Thousand Six hundred and forty three Star Pagodas Twenty Six Fanams and Sixty Six Cash as also the said two new Consolidated Bonds being No. 120 and No. 127 receiving from your Orator their Bond for payment of the difference due thereon after deducting the said debt of Charles Darke to Henry Alexander being Nine Thousand Eight hundred and nineteen Star Pagodas Twenty Nine Fanams and Sixty Nine Cash and Interest from the said Twenty third day of July and also receiving from Your Orators new Consolidated Bonds of his said Highness the Nabob to treble the amount of that difference and that the said John de Fries George Moubray and Alex.r Cuthbert having Refused to discharge the said Bond of Your Orators from the said Sum of Nine Thousand Eight hundred and nineteen Star Pagodas Twenty Nine Fanams and Sixty Nine Cash and Interest thereon from the said Twenty third day of July One Thousand Seven hundred and Eighty two and to re-

Orators their proportion of the Devidends thereof as before mentioned may be decreed to pay all Costs of this Suit

May it Please this Honble Court to Cause the said John de Fries George Moubray and Alexander Cuthbert 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

Popham
Atty for Compl.t

A

Whereas Henry Alexander of Fort Saint George Esqure having had a dimed on Charles Darke of the said place merchant for the sum of Ten Thousand nine hundred and fifty Eight Pagodas and thirty four Fanams which has been since paid off and discharged on or about the tenth day of July last and whereas the Attornies of the said Henry Alexander in his absence did accept of a Penalty Bond or Obligation from James Taylor, George Savage, James Call and Andrew majendie for the Sum of fifty three Thousand two hundred and Eighty Seven Pagodas, Eleven Fanams and fifty two

Cash Conditioned for the payment of the Sum of Twenty Six Thousa[illegible]tion
Six hundred and forty three Pagodas Twenty Six fanams and Sixty [illegible]ter [illegible]um
unto Messrs. John de Fries George Moubray, and Alexande Cuthb[illegible] [illegible]nd
Esqrs. Trustees of the said Charles Darke for the use of the said Her[illegible] [illegible]ls
Alexander Captain Peter Stoakes and Peter Ferry de la Combe [illegible]sited
of the said Charles Darke whose respective claims the said Bond [illegible]e
meant and intended to secure.—

Therefore Know ye, that the said Henry Alexan[illegible] [illegible]the
and in Consideration of having settled and adjusted my demand [illegible]e
and with the said Charles Darke, the receipt whereof I do hereby [illegible]t
Knowledge do hereby disclaim and relinquish all such right [illegible]
Title and claim and demand that I might have had in and [illegible]
all or any part of the said Penalty Bond of the said Messrs. James
Taylor George Savage James Call and Andrew Majendie hereby
declaring myself fully satisfied by the said Charles Darke In
Witness whereof I have hereunto set my hand and Seal this
Eighteenth day of August in the Year of our Lord One Thousand
Seven Hundred and Eighty three.—

Signed Sealed and Delivered
In the presence of
James Johnson
Charles Bromley

Henry Alexander (L.S.)

a True Copy
Popham

To all whom these Presents may Concern Charles Darke of Ma-
dras Merchant stends Greeting Whereas James Taylor George
Savage James Call and Andrew Majendie of Fort Saint George
merchants having been indebted unto the said Charles Darke in the
Sum of Fifty Thousand Star Pagodas and Interest on the Twenty third
day of July which was in the Year of Our Lord One Thousand
Seven hundred and Eighty two did on that day by Bond duly execu-
ted at this request and for account of the said Charles Darke and
to be considered when discharged as part payment of the said Sum of
Fifty Thousand Star Pagodas undertake to pay unto John De Fries
George Moubray and Alexande Cuthbert of Madras Merchants three
of the Trustees of the said Charles Darke the Sum of Twenty Six Thousand
Six Hundred and forty three Star Pagodas Twenty Six fanams and
Sixty Six Cash being for the like Sum claimed by Moses De Castro
Thomas Pelling and John de Fries as Attornies of Messr Henry
Alexander Peter Stoakes and Peter Ferry de la Combe in the pro-
portions mentioned and set forth in a certain Deed of Re-Assign-
ment bearing date the said Twenty third day of July and executed
by the said John de Fries George Moubray and Alexander Cuthbert
unto the said Charles Darke whereby the said John de Fries
George Moubray and Alexande Cuthbert the three acting Trustees
in the Affairs of the said Charles Darke did reassign unto him the
said Charles Darke all his Estates and Effects by and with the
consent of the Creditors or Representatives of Creditors them on the

or Secured And whereas for the better Securing unto the
said John De Fries George Moubray and Alexander Cuthbert
the payment of the said Sum of Twenty six Thousand six
-dred and forty three Star Pagodas Twenty Six Fanams and
Six Cash the said James Taylor George Savage and Andrew M
-jendie did at the Request of the said Charles Darke Mortgage
unto them two several Bonds or Obligations of His Highness
Wow Law Jaw Ba. Nabob of the Carnatic bearing date each
Twenty Sixth day of November which was in the Year of Our
One Thousand Seven hundred and Twenty Seven the one being
N.o 120. in the penal Sum of Eighty Thousand Star Pagodas con
-ditioned for the payment unto the said James Taylor George
James Call and Andrew Majendie of the Sum of Forty Thousand
Star Pagodas and Interest thereon after the rate of twelve per Ct
per Annum and the other of the said Bonds being N.o 127. in the
penal Sum of Thirty two Thousand Star Pagodas conditioned
for the payment unto the said James Taylor George Savage
James Call and Andrew Majendie of the Sum of Sixteen Thou
-sand Star Pagodas the Balance of which two Bonds
Twenty third day of July One Thousand Seven hundred
that Amounted to the Sum of Eighty one Thousand
Sixty Eight Star Pagodas and Twenty Eight Fanams
and whereas the said Sum of Eighty one Thousand
and Sixty Eight Star Pagodas and twenty Eight Fanams
-ded to be as a Mortgage Security to the Amount of Treble
of what was so owing unto the said Henry Alexander

of Treble the Sum of each of their Respective Demands on the said
Charles Darke by way of Security for payment thereof And whereas
the Amount due by the said Charles Darke unto the said Henry
Alexander on the said twenty third day of July was Star Pagodas
Nine Thousand Eight hundred and Nineteen Twenty Nine Fanams
and Sixty Nine Cash which said Sum together with the full Interest
thereof the said Charles Darke hath since discharged and hath
therefore released the Securities so lodged with the said John de Fries
George Moubray and Alexander Cuthbert of and from the Corpor
-ation thereof so intended for the Security of the said Henry Alexr
to wit Treble the said Sum of Nine Thousand Eight hundred
and Nineteen Star Pagodas, Twenty Nine Fanams and Sixty
Nine Cash together with the growing Interest on such treble
Sum from the said Twenty third day of July And whereas
the said Charles Darke hath this day settled certain Accounts
with the said James Taylor George Savage and James Call for
themselves and on behalf of the said Andrew Majendie and they
have allowed unto the said Charles Darke in account the said Sum
of Nine Thousand Eight hundred and Nineteen Star Pagodas Seven
-ty Nine Fanams and Sixty Nine Cash together with the Interest
thereon in consequence of which they the said James Taylor
George Savage and James Call have the full Right to have
their Bond discharged to that Amount as well as to be relieved
from the said Mortgage therefore given as far as Treble of
that Sum and growing Interest thereon, and to have such treble
Sum and growing Interest thereon restored to them from the
said New Consolidated Bonds so lodged with the said John De

Fries George Moubray and Alexander Cuthbert to the Amount of
the said Sum of Eighty one Thousand Seven hundred and Sixty
Eight Star Pagodas and twenty eight Fanams.

Know Ye therefore that I the said Charles Darke
in consideration of the Premises and of the Sum of Five Pagodas
to me in hand paid by the said James Saylor, George Savage
and James Call at or before the Sealing and delivery of these
Present the Receipt whereof I do hereby acknowledge and there-
fore Acquit Release and discharge the said James Saylor, George
Savage and James Call their Executors Administrators and
Assigns forever have Assigned transfered and set over and by
these Presents Do Assign transfer and setover unto the said
James Saylor, George Savage and James Call my Right
Title and Claim to all such Share and Proportion of the said
Two New Consolidated Bonds of his Highness Nuwaub Jaw &c
nabob of the Carnatick being No. 120. and No. 127. and above-in
part recited as will Amount to treble the said Sum of Nine
Thousand Eight hundred and Nineteen Star Pagodas Twenty
Nine Fanams and Sixty Nine Cash together with Interest
thereon from the said Twenty third day of July which was in
the Year of Our Lord One Thousand Seven hundred and Eighty
two up to the day of the date hereof or to such further day where-
on such Assignment from the said John de Fries George
Moubray and Alexander Cuthbert to the said James Taylor,
Saylor, George Savage and James Call shall take place To hold

their Executors Administrators and Assigns to their only use
and behoof for ever freed cleared exonerated and discharged
from all Claim and Demand which I or the said John De
Fries George Moubray and Alexander Cuthbert acting on my
behalf might heretofore have had thereon as Mortgaged Premises
as aforesaid — And I do by these Presents acquit the said Bond
of the said James Saylor George Savage and James Call of
the twenty third day of July One Thousand Seven hundred
and Eighty two and which was conditioned for payment unto
the said John de Fries George Moubray and Alexander
Cuthbert of the said Sum of Seventy Six Thousand Six hun-
dred and forty three Star Pagodas twenty Six Fanams &
Sixty Six Cash from the said Sum of Nine Thousand Eight
hundred and Nineteen Star Pagodas, twenty Nine Fanams
and Sixteen Cash and Interest thereon from the date
thereof and I the said Charles Darke for the better enabling
the said James Saylor George Savage and James Call to have their
said Bond acquitted and discharged from the said Sum of Nine
Thousand Eight hundred and nineteen Star Pagodas twenty Nine
Fanams and Sixteen Cash and Interest thereon from the said
twenty third day of July One Thousand Seven hundred and
Eighty two and to receive the said Proportion of the said New
Consolidated Bonds from the said John De Fries George
Moubray and Alexander Cuthbert to the Amount of treble the
said Sum of Nine Thousand Eight hundred and Nineteen Star
Pagodas twenty Nine Fanams and Sixteen Cash and Interest

from that Date Have made Ordained authorised deputed and appointed and by these Presents Do make ordain authorise depute and appoint the said James Taylor George Savage & James Call any or either of them my true attornies for me and in my Name or in their own as they shall deem right but for their own use to require a receipt or discharge for the said Sum of Nine Thousand Eight hundred and Nineteen Star Pagodas twenty Nine fanams and Sixty Cash and Interest thereon from the said Twenty third day of July One thousand Seven hundred and Eighty two and also to ask demand Sue for recover and receive from the said John De Fries George Moubray and Alexander Cuthbert the said Proportion of the said new Consolidated Bonds amounting to Trible the said Debt so heretofore due by me unto the said Henry Alexander and the Interest thereon as aforesaid and on receipt thereof a full and sufficient Discharge to make and execute and on refusal to discharge the said Bond from the said Sum of Nine Thousand Eight hundred and Nineteen Star Pagodas Twenty Nine fanams and Sixteen Cash and Interest as aforesaid and to deliver the same then to Commence such actions or Suits as may be thought & necessary for recovery thereof and fully to Act therein either personally or by one or more Attorney or Attornies by them Constituted and Appointed for that purpose as to them shall seem meet hereby ratifying confirming and allowing as good and valid in the Law all and whatsoever the said James Taylor

them appointed shall lawfully do or Cause to be done in the Premises as fully as if I myself was personally present In Witness whereof I the said Charles Darke have hereunto set my hand and Seal in Madras this third day of January in the Year of Our Lord one Thousand Seven hundred and Eighty Six

Chas Darke (L.S)

Sealed and Delivered
(where no Stampt Paper is to be had)
In the Presence of
W Wynch
Mauseelamony

a True Copy
Popam

Filed the 11th July 1786 –

The Answer of John Defries and George Moubray of Madras Merchants to the Bill of Complaint of James Taylor George Savage and James Call of the same place Merchants for themselves and as Executors of Andrew Majendie deceased vers John de Fries George Moubray and Alexander Cuthbert acting trustees of Charles Darke –

These Defendant saving and reserving to them all and all Manner of benefits and advantage of

to the many Errors untruths uncertainties and Imperfections in the said Bill of Complaint contained, for answer thereunto or unto so much thereof as they are advised doth materially concern them to make answer unto they these Defendants answer and say, that they do Admit tath the Complainants were indebted unto the Estate of the said Charles Darke on the twenty the twenty third day of July One Thousand Seven hundred and Eighty two, in the Sum of Fifty Thousand Star Pagodas or thereabouts and Interest, and that the said Charles Darke did never about that day receive back from these Defendants and Alexander Cuthbert three of the trustees being then absent from Madras a Reassignment of his the said Charles Darkes Estate and Effects, in manner and on the considerations stated and Setforth in the said Deed of Reassignment, and these Defendants do admit that one of the conditions whereupon the said Reassignment was executed, was that acertain portion of the said debt due by the said Complainants unto the said Charles Darke should be reserved unto these Defendants for the payment and Satisfaction of certain incertain Creditors of the said Charles Darke when the same should be received from the Defendants, and also another portion of the said debt to the amount of twenty Six Thousand Six hundred and forty three Pagodas twenty Six Fanams and Sixty Six Cash, which these Defendants did reserve in their hands to secure the payment of three Several Sums

of Money demanded by Moses de Castro Thomas Pelling and John de fries from the said Charles Darke due unto Henry Alexander Peter Stoakes and Peter Terry de la Combe agreeable to accounts made up to the Twenty second day of July One Thousand Seven hundred and Eighty two Is Viz Nine Thousand Eight hundred and nineteen Pagodas twenty Nine Fanams and Sixty nine Cash unto the said Henry Alexander Six Thousand five hundred and Seventy Nine Pagodas, Seven fanams and thirty three Cash unto the said Peter Stoakes Ten Thousand two hundred and forty four Pagodas thirty one fanams and forty four Cash unto the said Peter Terry de la Combe which together amounted to the Sum of Twenty Six Thousand six hundred and forty three Pagodas twenty Six fanams and Sixty Six Cash, And these Defendants do admit that the Complainants did on the Twenty third day of July One Thousand Seven hundred and eighty two, in part payment of their said Debt unto the said Charles Darke execute a Mortgage Bond unto these Defendants in the Penal Sum of Fifty three Thousand two hundred and Eighty Seven Pagodas Eleven fanams and Fifty two Cash, condetioned for the payment of the aforesaid Sum of Twenty Six Thousand Six hundred and forty three Pagodas twenty Six fanams and Sixty Six Cash due unto the said Henry Alexander Peter Stoakes and Peter Terry de la Combe, and that the said Complainants did at the same time agree that out

of the securities before Lodged with the Defendants as trustries of the said Charles Darke for the whole of their said debt, should remain as a deposite with these Defendant by way of Mortgage, and for the Special purpose of securing the payment of their said Bond of Twenty Six Thousand Six hundred and forty three Pagodas twenty Six fanams and Sixty Six Cash, To Wit Two new Consolidated Bonds of his Highness Waw Law Jaw &c.a Nabob of the Carnatick being N 120 & N 127 for amount Principal and Interest as by the Complainants Setforth To Wit the sum of Eighty one thousand Seven hundred and Sixty eight Pagodas, and twenty eight fanams which was trible as near as could be of the said Several sums due by the said Charles Darke to the said Henry Alexander Peter Stoakes and Peter Ferry de la Combe, and these Defendants, shew, that they did also on their parts on the said Twenty third day of July execute a certain Deed whereby they do acknowledge that they did hold the said Bond from the Complainants and the said Mortgage in Trust, and that they would pay unto the said Peter Ferry de la Combe and unto the said other persons above named their said respective Ballances whenever they should be so enabled to do by the said Complainants paying off the whole of their Bond, and that whenever these Defendants should receive any dividends on account of the Interest of the said Bond or any money in part payment thereof either from the Defendants any or either of them or from his Highness the Nabob, that they these Defendants would deseet the same among the said Execution Creditors in proportion to their Several Demands Copy of which said Deed Marked A of trust is hereunto annexed for the Inspection of this Hon'ble Court and

ready to be produced when required: And thes Defendants shew that the said John Defries did consent to execute jountly with the said George Moubray and Alexander Cuthbert the said Reassignment unto the said Charles Darke at the Special instance and request and for the accommodation of the said Charles Darke and upon the Express condition that the said Charles Darke should consent to the said Moses de Castro Thomas Pelling and John Defries holding the several Vouchers and Securities they had therefore held, in Support of and respecting the several Claims of the said Henry Alexander, Peter Stoakes, and Peter Ferry de la Combe on the said Charles Darke untill their and each of their Consent and approbation should be had in Writing to the arrangement and Commutation of the Security so as aforesaid made and agreed by the said John Defries under and by virtue of the said Reassignment as may more particularly and at large appear by a Certain Covenant under the hand of the said Charles Darke in these Defendants Possession and ready to be produced if required Copy whereof marked B is hereunto annexed and prayed to be admitted as part of this their Answer.

And these Defendants do admit that the said Henry Alexander did arrive at Madras sometime after the said Deed of Reassignment had been executed and was not Satisfied with the said Security of the Complainants Bond & trible the Amount of his debt in new Consolidated Bonds and did prosecute the said Charles Darke for the amount so due unto him, and the said Charles Darke did Discharge [illegible] that the said Henry Alexander did thereupon

disclaim and relinquish all his right and Title to any part of the Complainants said penally Bond as far as regarded himself and as far as he legally could do and these Defendants do admit the said Henry Alexander might have executed Deed or Writing to the Effect Under the date of the Eighteenth day of August One Thousand Seven hundred and Eighty three and that the Copy marked A annexed unto the said Bill may be a true Copy thereof. These Defendant say that they are advised that it is immaterial for them to enter into any Matter of arrangement in this their answer respecting the Complainants and the said Charles Darke, and these Defendants are also advised that the said Charles Darke did not acquire any Interest in the said Complainants Bond by his having discharged the Debt due to the said Henry Alexander, so as to entitle him to reassume and receive back from these Defendants three times that Sum of the security in new Consolidated Bonds deposited as aforesaid with Interest thereupon from the Seventy third day of July One Thousand Seven hundred and Eighty two, and that the said Charles Darke could not exonerate the Complainants from the payment of the said sum of Nine Thousand Eight Hundred and Nineteen Pagodas twenty Nine fanams and Sixty Nine Cash nor any part thereof, and that he could not legally assign any part of the said new Consolidated Bonds deposited in trust with these Defendants or give a power to them to demand a Surrender of any part thereof

Marked B is annexed unto the Complainants Bill & that the Complainants demands under the said Assignment are not Warranted by the Nature and Speret of the Reassignment of the said Charles Drakes Estate or by that of the Complainants Bond to these Defendants, which these Defendants are advised to say was given in Consideration and lieu of part of a larger sum due by the said Complainants unto the Estate of the said Charles Darke assigned over unto Dawsonne Drake, John de fries, George Moubray, Alexander Cuthbert and George Proctor on or about the tenth day of May One Thousand Seven Hundred and Seventy Seven, together with all the Estate and Effects of the said Charles Darke as trustees for the benefit of themselves and other Creditors.

That the sum of Twenty Six Thousand Six hundred and forty three Pagodas twenty Six fanams and Sixty Six Cash was that part of the Debt owing by the Complainants unto the said Charles Darke for which this Bond was given, that it hath never been reassigned by the Defendants or the Trustees to the said Charles Darke, but on the contrary the reservation of it, under the Original Assignment was one of the considerations which induced the Defendants to reassign to the said Charles Darke the residue of his Estate and these Defendants are also advised, that thay cannot legally cancell any part of the Complainants Bond untill the whole thereof is Discharged, because the said Amount and the Mortgage for the payment thereof were Specially retained by these

these Defendants for securing the payment of three of the Execution Creditors of the said Charles Darke, and that it is particularly conditioned in the Complainants Bond that untill the said sum of Seventy Six Thousand Six hundred and forty three Pagodas Seventy Six fanams and Sixty Six Cash and all Interest thereon shall be paid, the two Several new consolidated Bonds shall remain in the hands of the said Defendants and they are to receive the growing Interest profits or dividends on them and each of them respectively, and the Complainants do therein further appoint these Defendants their attornies for the purpose of receiving the dividends and Interest thereon untill the said sum and all Interest to grow due thereon shall have been fully paid off and Discharged and further in default of payment of the said Sum and Interest within twelve Months they do further authorize these Defendants to sell and dispose of the said Bonds, and that the Complainants do bind themselves to pay any Balance which may arise upon a Deficiency in the said Sale, or otherwise to received the Surplies in case any there should be from the said sale after payment of the said Bond, so that it appears by the condition of the said Bond that all the claim that the said Charles Darke or the Complainants have or can have upon the said Bond, is that arrising upon the event of there being Surplus from the sale of the Consolidated Bonds after the Bond shall have been fully discharged, as may more particularly and at large appear

annexed the Original being in these Defendants possession and ready to be produced when required and in answer to the Several Interrogatories exhibited by the Complainants These Defendants say that there were Several meeting and Conferences between the said Charles Darke and these Defendants in order to Satisfy them in several points respecting the then proposed Deed of Reassignment and that difficulties did naturally attend the same, but these Defendants do not particularly say that the principal difficulty was on Account of the doubts which Moses de Castro Thomas Pelling and John Defries had as to their Constituents Henry Alexander Peter Soakes Peter Ferry de la Combe consenting to such Reassignment But, that in order to Satisfy the said Moses de Castro, Thomas Pelling and John Defries Respecting the same the Complainants Bond was given and the Securities thereon retained in manner by these Defendants before fully Set forth, And these Defendants do admit that the several Claims of the said Henry Alexander Peter Soakes and Peter Ferry de la Combe on the twenty third day of July did amount to the Sums whereto they are interrogated This Defendants are advised that as the arrival of the said Henry Alexander was Subsequent to the said Reassignment it is not material for them to answer to any Interrogatory upon the Supposition of his having arrived previous thereto These Defendants do admit and meaning of retaining in their hands that part of the Complainants debt assigned over to them and the other trustees and that part of the Securities now Mortgaged to them, was for the

purpose of Securing the said debt owing to Henry Alexander Peter Shakes and Peter Terry de la Combe, that the said Complainants were at the time of executing the said Bond indebted unto the said Trustees on behalf of the said Charles Darke in the Sum of Fifty Thousand Pagodas for Securing the payment whereof the Complainants had long before lodged in the said Trustees hands security to treble the amount To Wit One Lack and one half Lack of Pagodas Principal or thereabouts in new Consolidated Bonds, and these Defendants therefore, together with the Sum of Seventy Six Thousand Six hundred and forty three Pagodas twenty Six fanams and Sixty Six Cash, that part of the Complainants debt retained in these Defendants hands for the aforegoing purpose) did likewise retain such part of the Security as amounted in principal and Interest in new Consolidated Bonds to three times the said Sum or thereabouts, and which said amount together with the Complainants Bond they retained as a Security for the said debt, without any further Stipulation on their parts than hath been already shewn in the Exhibit Marked A these Defendants therefore pray to refer to the said Exhibit and to the other transaction, as fully explanatory of the intention of the parties thereupon and these Defendants say that there was not any thing expressed at the time of executing the said Bond that each of the said Creditors of the said Charles Darke should have a separate right in the event of Coming to Madras and consenting to the said arrangement to claim a separate Bond and Mortgage to treble the

nor that the Complainants should be bound to execute to each Creditors so demanding it a separate Bond and Mortgage, but these Defendants say that if such had been the demand of all the said Creditors Separately and the Complainants would have acceded thereto, these Defendants would not refuse their consent, and to resign the right they held in the said Bond and Mortgage in trust for the said Creditors, These Defendants have already shewn that the said Bond to them on behalf of the said Creditors was given conditionally and Subject to their Separate consent, But these Defendants do not admit, that the Complainants Bond and Mortgage would have reverted to the said Charles Darke in case all and every one of the said three Creditors had disapproved of the Complainants Bond, unless the said Charles Darke did at the same time otherwise pay and Satisfy them for the amounts of their Several and respective Debts, in which case these Defendants do admit that the said Charles Darke would have had right and Title to be put in possession of the said Bond and Securities, and of course to dispose thereof as he might think proper as these Defendants by such payment would have been legally discharged from their Trust. These Defendants have admitted that the said Henry Alexander did disavow or disapprove the act of his Attornies Moses de Castro Thomas Pelling and John de Fries in taking the said Bond of the said Complainants Bond these Defendants say that they did not take any particular agreement from the said Charles Darke to answer the event of the

Complainants Bond further than as may be seen by the Exhibit
marked **B**. The said John Desfries for himself saith that the said Moses
de Castro Thomas Belling and John Desfries did deliver up to the said
Henry Alexander or to his order, the said Charles Darkes Bond upon
his arrival in India, and these Defendants do believe that the said
Bond is discharged and cancelled and of Course do admit that the
said Henry Alexander nor these Defendants in any capacity have
ost any demand upon the Complainants or upon the said Charles
Darke for the same. And these Defendants do admit that the
Complainants have demanded from them to have their the said
Complainants Bond exonerated acquitted and discharged of the
sum of Nine Thousand Eight hundred and Nineteen Pagodas
twenty Nine fanam and Sixty Nine Chask with Interest there
=on from the twenty third day of July One Thousand Seventhun
=dred and Eighty two, which these Defendants say that they have
been advised they cannot legally comply with, and from the same
reason cannot admit that the Complainants had a Right to
receive from these Defendants such proportion of the dividends
they have received on the said two new Consolidated Bonds as
the said debt of Charles Darke to Henry Alexander being Nine
Thousand Eight hundred and nineteen Pagodas twenty Nine
fanams and Sixty Nine Cash bore to the whole principal of
the Complainants Bond the dividends whereon these Defendts
say the dividends do amount to the sum of Two thousand One
hundred and Ninety Nine Pagodas fourteens and thirty two

did offer to execute anew Bond unto these Defendants for the
Difference To Wit the amount of the debts specifically due to
Peter Stoakes and Peter Perry de la Combe, and to leave in these
Defendants hands treble the amount of such difference in new
consolidated Bonds, which these Defendants were also advised
they could not legally accept because the same would cancell
the Bond they now hold and these Defendants further answe
ring say that they are advised they ought not to be Decreed to dis
charge the said Bond to these Defendants for the amount of the
said Henry Alexanders debt for the reason before given, and for
the same reasons that this Defendants ought not to be Decreed
to deliver up such Share of new consolidated Bonds as is equal
to treble the sum of Nine Thousand eight Hundred and Nine
teen Pagodas twenty nine fanams and Sixty Nine Cash, nor
to pay the Complainants any part of the dividends received
thereon, and these Defendants are also advised that they ought
not to be Decreed to deliver up the Complainants Bond untill
the same hath been fully discharged and every part thereof and
that untill such time as the same is fully discharged they
these Defendants have a Right to receive all the dividends
Interest and payment thereon to be made or to sell and
dispose thereof for the purpose of paying what remains due
upon the said Bond, and that they ought not to be Decreed
to do any other act or thing as by the said Bill prayed

All which matters and things these
Defendants are Ready and willing to verify Maintain and

forty four Cash unto Henry Alexander the Sum of Nine Thousand eight hundred and Nineteen Pagodas Twenty nine fanams and Sixty Nine Cash and unto Peter Stoakes the Sum of Six Thousand five hundred and Seventy Nine Pagodas Seven fanams & thirty three Cash.

Now we do hereby declare that we hold the said Bond and mortgage in Trust as aforesaid and that we will pay unto the legal Representatives of the said Peter Ferry de la Combe and unto the said other persons above named their said Respective Ballances whenever we shall be enabled so to do by the said James Taylor George Savage James Call and Andrew Majendie by their paying off the whole of their said Bond and that whenever We shall receive any dividends on Account of the Interest of the said Bond or any Money in part payment thereof either from the said James Taylor George Savage James Call & Andrew Majendie any or either of them or from his said Highness the Nabob that we will divide the same among the aforesaid Execution Creditors in proportion to their several Demands Witness our hands in Madras this twenty third day of July One thousand Seven hundred and Eighty two

John d'Fries
Geor. Moubray
Alex. Cuthbert.

True Copy
My Dudley

B

Whereas Messieurs Moses de Castro Thomas Pelling and John de Fries as Attornies of Major Henry Alexander, Captain Peter Stoakes and Peter Ferry de la Combe are possessed of Certain Vouchers in Support of Claims which the said Henry Alexander Peter Stoakes and Peter Ferry de la Combe respectively have against Charles Darke late of Fort Saint George Merchant and now Residing in Madras and Whereas on the tenth day of May which was in the Year of our Lord One Thousand Seven hundred and Seventy Seven the said Charles Darke assigned all his Estate and Effects to Messieurs Dawsonne Drake John de fries George Moubray Alexander Cuthbert and George Proctor as trustees for the benefit of themselves and others Creditors and Whereas Dawsonne Drake is since dead and Whereas this day being the twenty third day of July the said John de Fries George Moubray and Alexander Cuthbert / the said George Proctor being absent from Fort Saint George / have Executed a Reassignment of all the Estate and Effects of the said Charles Darke unto him the said Charles Darke save and except certain portion of a Debt due unto the said Charles Darke by James Taylor George Savage James Call and Andrew Majendie which is reserved unto the said John de Fries George Moubray and Alexander Cuthbert for the payment and Satisfaction of Certain Execution Creditors of the said Charles Darke when the Same shall be received from the said James Taylor George Savage James Call and

Andrew Majendie, and also save and except another portion
of the same debt to the amount of Twenty Six Thousand Six
hundred and forty three Pagodas twenty Six fanams and
Sixty Six Cash which the said John Defries George Moubray
and Alexander Cuthbert have reserved in their hands to secure
the payment of three Several Sums of money Demanded
by the said Moses de Castro Thomas Pelling and John
DeFries to be due this day from the said Charles Darke
unto the said Henry Alexander Peter Stoakes and Peter
Ferry dela Combe agreeable to Accounts Current made up
and adjusted to Yesterdays date as aforesaid To Wit Nine
Thousand eight hundred and nineteen Pagodas twenty
nine fanams and Sixty Nine Cash unto the said Henry
Alexander Six thousand five hundred and Seventy
Nine Pagodas Seven fanams and thirty three Cash unto
the said Peter Stoakes and ten Thousand two hundred and forty
four Pagodas thirty one fanams and forty four Cash unto
the said Peter Ferry de la Combe and which together amount
to the said Sum of Twenty Six Thousand Six Hundred and
forty three Pagodas twenty Six fanams and Sixty Six
Cash and whereas the said John de Fries consented
accede jointly with the said George Moubray and Alex.
Cuthbert the said Reassignment bearing even date
herewith unto the said Charles Darke at the special in-
-stance and Request and for the accommodation of the said

de Castro Thomas Pelling and John de Fries as Attorneys of
the said Henry Alexander Peter Stoakes and Peter Ferry dela
Combe holding the several Vouchers and Securities they have
all along held in support of and respecting the Several re-
Claims of the said Henry Alexander Peter Stoakes and
Peter Ferry dela Combe on the said Charles Darke untill their
and each of their Consent and approbations shall be had in
writing to the arrangement and commutation of the se-
-curity so as aforesaid made and agreed to by the said
John de Fries under and by Virtue of the said Reassignment
unto the said Charles Darke bearing even date herewith

Now therefore Known ye that the said
Charles Darke doth hereby consent and agree to the said
Moses de Castro Thomas Pelling and John de Fries so hold-
-ing the said former vouchers and Securities respecting the said
Several Claims of the said Henry Alexander Peter Stoakes
and Peter Ferry de la Combe untill their and each of their
consent shall be obtained to the Security they now have
under and by virtue of the said portion of the said Debt
of the said James Taylor George Savage James Call and
Andrew Majendie amounting to the said sum of Twenty
Six Thousand Six hundred and forty three Pagodas twen-
-ty Six fanams and Sixty Six Cash agreeable to the
Bond executed by them with the consent of the said
Charles Darke unto the said John de Fries George Moubray

Alexander Peter Stoakes and Peter Ferry dela Combe as aforesaid untill when the said Charles Darke is and doth hereby bind himself his Heirs Executors and Administrators to be equally responsible as heretofore to the said Henry Alexander Peter Stoakes and Peter Ferry dela Combe their Heirs Executors administrators and assigns In Witness where of I have hereunto Set my hand in Madras this Said Twenty third day of July One Thousand Seven hundred and Eighty two.

Chas. Darke

Witness
Thos. Pelling
John de Fries Junr.
Jno. Sykes
Notry Pubk.

true Copy
Sly DuPuy
Atty Defendt.

C

Know all Men by these Presents that We James Taylor George Savage James Call and Andrew Majendie of Fort Saint George Esquires are held and firmly bound unto John de Fries George Moubray and Alexander Cuthbert of Fort Saint George Esquires in the penal Sum of Fifty three Thousand two hundred and Eighty Seven Star Pagodas Eleven Fanams and fifty two Cash Current Money of Madras to the payment whereof

Administrators and assigns we do hereby bind ourselves and each of us himself in the whole our each and every of our Heirs Executors and administrators firmly by these presents Sealed with our Seals and dated in Fort Saint George this twenty third day of July in the year of our Lord One Thousand Seven hundred and Eighty two.

Whereas the said James Taylor George Savage James Call and Andrew Majendie are indebted unto the Estate of Charles Darke of Fort Saint George Merchant in the Sum of Fifty Thousand Pagodas together with Interest thereon to this day and Whereas by a Deed bearing even date herewith and purporting to be a Reassignment unto the said Charles Darke of his Executors and Effects in manner as is therein Setforth and which Deed is executed by the said John de Fries George Moubray and Alexander Cuthbert three of the trustees of the said Charles Darke George Proctor the other trustee and who is made party thereto being absent from Fort Saint George it is declared that the said Sum of Fifty thousand Pagodas should be secured to be paid by three several Bonds of the said James Taylor George Savage James Call and Andrew Majendie bearing even date herewith and conditioned the one thereof for payment unto the said John de Fries George Moubray and Alexander Cuthbert their Executors administrators or assigns of the Sum of Fifty Six Thousand Six Hundred and forty three Pagodas Twenty Six fanams and Sixty Six Cash and the other two Bonds for payment of the remainder to the persons and in manner as in the said Deed is Setforth and which said Sum of Twenty Six Thousand Six hunder and and forty three Pags. twenty Six fanams and Sixty Six Cash which is hereby secured to be paid if for the like Sum claimed by Moses de Castro Thomas Pelling and John de Fries as Attornies of Major Henry Alexander, Captain Peter Stoakes,

Unto the said Henry Alexander Peter Stoakes and Peter Ferry dela Combe in manner and in the proportion as in the said Deed bearing even date herewith are Setforth and Wereas the said James Taylor George Savage James Call and Andrew Majendie for the better Sewring the payment thereof with Interest as above have agreed to Mortgage unto the said John de Fries George Moubray and Alender Cuthbert two Several Bonds or Obligations of his Highness Waw Law Jaw &c. nabob of the Carnatick bearing date each the Twenty Sixth day of Novr. which was in the Year of our Lord One Thousand Seven hundred and Seventy Seven, the One being N 120. in the Penal Sum of Eighty Thousand Pagodas conditioned for the Payment unto the said James Taylor George Savage James Call and Andrew Majendie for the Sum of Forty Thousand Star Pagodas together with Interest from the date thereof after the rate of twelve percent per annum and the other of the said Bonds being N 127. in the penal Sum of Thirty two Thousand Star Pagodas conditioned for the payment unto the said James Taylor George Savage James Call and Andrew Majendie of the Sum of Sixteen Thousand Star Pagodas and the Ballance of Principal and Interest of which said two Bonds of his said Highness Waw law Jaw &c. Nabob of Carnatick amounts on this day to the Sum of Eighty one Thousand Seven hundred and Sixty Eight Star Pagodas and twenty eight fanams Nearly.

Now the condition of the above written obligation is such that if the above bound James Taylor George Savage James Call and Andrew Majendie their Heirs Executors or Administrators shall pay or cause to be paid unto the above named John de Fries George Moubray and Alexander Cuthbert

Sum of Twenty Six Thousand Six hundred and Forty three Pagds Twenty Six fanams and Sixty Six Cash on Demand together with the Interest thereon at and after the rate of twelve per cent per annum from the date hereof them this Obligation to be void and till the said Sum of Twenty Six Thousand Six hundred and forty three Pagodas twenty six fanams and Sixty six Cash and all Interest therein shall be paid, the said two several new consolidated Bonds shall remain in the hands of the said John de Fries George Moubray and Alexander Cuthbert and and they are to receive the growing Interest profits or Devedends on them and each of them respectively and for that purpose the said John de Fries George Moubray and Alexander Cuthbert are hereby appointed the Attornies of the said James Taylor George Savage James Call and Andrew Majendie with full Power to receive and give Receipts for the amount of Interest Profit or devidends to be received for Account thereof untill the said Sum of Twenty Six Thousand six hundred and forty three Pagodas Twenty Six fanams and Sixty six Cash and all Interest to grow due thereon shall have been fully paid off and discharged and in default of payment of the above Sum and Interest within twelve Nonthes from the date thereof the said James Taylor George Savage James Call and Andrew Majendie do hereby fully authorise and impower the said John de Fries George Moubray and Alexander Cuthbert and the Survivors and Survivor of them and the Executors Administrators and Assigns of such survivor to sell and dis-

of the said New Consolidated Bonds N 120. & N 127.

hereby Mortgaged as aforesaid for the most money which can be had for the same and to make good and Sufficient assignments and Conveyances to the respective purchasers thereof and to give Sufficient Receipts for the money to be paid for the same Respectively and from the produce of such sale to pay off and Discharge all Expences thereof and all Principal and Interest due on the above Bond and to pay the Surplus thereof after payment as aforesaid unto the said James Taylor George Savage James Call and Andrew Majendie or the Survivors or Survivor of them or the Executors Administrators or Assigns of such Survivors or other or his Lawfull attornies or Attorney and in case the said Bonds of his said Highness the shall not produce by sale Sufficient of the discharge of principal and Interest to grow due under and by Virtue of this Bond the said James Taylor George Savage James Call and Andrew Majendie do hereby bind themselves and their legal Representatives to pay such Balance as shall Still remain due on the above Bond unto the said John de Fries George Moubray and Alexander Cuthbert or their legal Representatives within three months after such sale shall be made as aforesaid provided nevertheless that the said John de Fries George Moubray and Alexander Cuthbert or the Survivors or Survivor of them or the Executors

days Notice in writing of the said Intended Sale unto the said James Taylor George Savage James Call and Andrew Majendie or the Survivors or Survivor of them or the Attornies or Attorney Executors Administrators or Assigns of them or the Survivors or Survivor of them.—

Sealed and Delivered where no Stampt Paper is to be had In the presence of
John de Fries Junr.
Joseph D'Cruz

(Signed)
James Taylor
Geo Savage
Ja.s Call
James Taylor
Atty to Andrew Majendie

true Copy
Sly DuPuy
Atty Defendt.

Mayors Courtat Madraspatnam

Friday the 11th. day of August Anno Domini 1786.

Present
Robert Ewing Esquire Mayor
James Call — Edward John Hollond
Edward Garrow — William Webb
John Menzies — Vincentio Corbett
and Isaias DuPré Porcher
Aldermen

Between James Taylor

of Fort Saint George Merchants for themselves and as Executors of Andrew Majendie Deceased Complainants and John de Fries George Moubray and Alexander Cuthbert of the same place Merchants Acting Executies of Charles Darke Defendants

This Cause Coming on to be heard and Debated this day in the presence of the Attorneys on both sides and Reading the Complainants Bill with Copies of Two Exhibits Marked A & B annexed the Defendants Answer with Exhibits Marked AB & C annexed On Hearing the Pleadings made Use of by the Attorneys and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do Discharge the Complainants Bond for Major Henry Alexander's Proportion thereof being Nine Thousand Eight Hundred and Nineteen Pagodas Twenty Nine Fanams and Sixty Nine Cash/ Pagodas 9819. 29. 69./ with Interest from the Twenty Third /23/ day of July One Thousand Seven Hundred and Eighty Two /1782/ as also that the Defendants do deliver up unto the Complainants such Share or Portion of the New Consolidated Bonds Lodged in their Hands by way of Security as may amount to Double the said Sum of Nine Thousand Eight Hundred and Nineteen Pagodas Twenty Nine Fanams & Sixty Nine Cash with Interest from the said Twenty third

and that each Party do pay their own Costs.

Hur

Filed 1st August 1786.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vincatanarranapah of Madras Merchant that Sumroo Chinna Ristnamah Chetty of the same place Merchant stands Indebted unto Your Orator in the full and just Sum of One Thousand One Hundred and Twenty Nine Star Pagodas and fourteen Fanams Current Money of Madras, making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Four hundred and fifty One Pounds fourteen Shillings and Six Pence or thereabout as will more fully and at large appear by the Copies of a Bond or Obligation and an Account Current hereunto Annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this Your Orators Bill of Complaint the Originals whereof is in Your Orators Possession and Ready to be produced to this Honble Court when Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner, Requested the Payment of the said Sum of One Thousand One hundred and Twenty Nine Pagodas and fourteen fanams.

But now so it is and may it please this Honble Court the said Sumroo Chinna Ristnamah Chetty Obstinately and wilfully Refuses to pay the same or to give Your Orator

Any Manner of Satisfaction touching the Premises Your Orator prais agneerial Relief such as to this Honble Court shall appear agreable to Guilty and good Conscience To the end therefore that the said Suncoo Chinnah Kistnamah Chetty may upon his Corporal Oath full true direct and perfect Answer make to all and singular the matters and things herein before setforth and 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 Thousand One hundred and Twenty nine Pagodas Fourteen fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of the Suit

May it Please this Honble Court to Cause the said Suncoo Chinna Kistnamah Chetty 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

12th August 1786

Bopham
Atty for Compt.

This Bill was Shewn to me
between the days of adjournment
Let a Summon issue Returnable
Next Court Day. —
Robt Ewing

1786 January 15th Paid in pursuance of this Bond Five hundred Pagodas.

Know all Men by these Presents, that I Suncoo Chinnah Kistnamah Chetty of Madraspatnam Merchant am held and firmly bound unto Vencatanarranapah of the Same Place in the Penal Sum of Three Thousand Star Pagodas to the payment whereof well and truely to be made to the said Vencatanarranapah 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 Madraspatnam this thirteenth Day of September in the year One Thousand Seven hundred and Eighty five

Whereas the above bound Suncoo Chinnah Kistnamah Chetty hath borrowed and received of the above named Vencatanarranapah the full and just Sum of One Thousand Five hundred Star Pagodas to run at Interest at the Rate of twelve (12) per Cent per Annum payable in Six Months in the Fault of which I am Impowered you to Sue me in the Honble Mayor's Court.

Now the Condition of this Obligation is such, that if the above Suncoo Chinnah Kistnamah Chetty, his heirs Executors, Administrators, or Assigns; shall well and truely pay or Cause to be paid unto Vencatanarranapah his heirs, Executors, Administrators or Assigns the full and just sum of One Thousand Five hundred Star Pagodas together with such Interest as shall or may become due thereupon, than this Obligation to be void and of no effect, otherwise to Continue in full force and Virtue.

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

L. S.

a true Copy
Bopham

(467)

Suncoo Chinnah Kistnamah Chetty in Account Current with Vencatanarranapah . . . . &c.

1786					
1786					
19th	To the Amount of your Bond of this date		1786		
	payable in 6 Months	1500 - -	January 15th	Received in part	500 - -
			augt 10	Interest on Do to this Day being	
10th	To Interest on Do to this day being			mos 6 & 25 Days at 12 p Cent per annum	34 7 - -
	mos 6 and 25 days at 12 p Cent per annum	168 21 -			534 7 -
				By Ballance	1129 14 -
	Pagodas	1663 21 -		Pagodas	1663 21 -

Madras 10th augt 1786 -

E. E. &c

a true Copy

Popham

(468)

Mayors Courtat Madraspatnam

Tuesday the 15th day of August Anno Domini 1786,

Present

Robert Ewing Esquire Mayor

William Webb Esquire Senior Alderman

Between Vencatanarranapah Plaintiff and Suncoo Chinnah Kistnamah Defendant

The Defendant appears by his Attorney Mr Pitt Webb and acknowledging the Justice of the Plaintiffs Demand His Counsel the Court with the Consent of the Plaintiff doth order the Sum of Pagodas One thousand six hundred and Sixty three and 21 Cash to be paid by the Defendant unto the Plaintiff or his Attorney on or before Tuesday next

Filed 14 June 1786.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court, Your Orator John Menzies of Fort Saint George Merchant, that Ravoo Rangapah and Vencatakistnadoo of Madras Inhabitants, stand well and truely indebted unto Your Orator in the full and just sum of Four hundred and forty Six Pagodas twenty five fanams and 40 Cash Current money of Madras making at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and seventy Eight Pounds 12/3. Sterling Money of Great Britain, as will more fully and at large appear by a Copy of an Account Current, as also a Copy of a Translation of a Bond in the Malabar Language hereunto annexed for the Inspection of this Honble Court and which Your Orator prays may be admitted as part of this His Bill of Complaint, the Originals whereof are in the Custody and Possession of Your Orator's Attorney ready to be produced whenever He shall be thereunto required — And Your Orator further sheweth that He hath frequently and in an amicable Manner requested Payment from the said Ravoo Rangapah and Vencatakistnadoo both jointly and severally of the aforesaid Sum of Four Hundred and forty Six Pagodas twenty

But now so it is may it please this Honble Court that the said Ravoo Rangapah and Vencatakistnadoo jointly and each of them seperately, obstinately and wilfully refuse to pay the same or to give Your Orator any manner of Satisfaction touching the Premisses, Your Orator therefore prays a general Relief such as to this Honble Court shall apper agreeable to Equity and good Conscience — To the End therefore that the said Ravoo Rangapah and Vencatakistnadoo, may upon their respective Corporal Oaths full true direct and perfect answer make to all and singular the Matters and things herein before set forth and alledged as fully truly and particularly to all Intents and Purposes as if the same were here again repeated and particularly interrogated and that they may be jointly and seperately decreed to pay unto Your Orator the aforesaid Sum of four hundred and forty Six Pagodas 25 fnx & 40 cash — with all 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 Ravoo Rangapah and Vencatakistnadoo 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 seem meet.

J. Grierson
atty for Compt.

Fort St George 14th Juin 1786 — This Bill was the Days of adjournment. let

Filed 14 June 1786.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth, unto this Honble Court, Your Orator John Menzies of Fort Saint George Merchant, that Ravoo Rangapah and Vencatakistnadoo of Madras Inhabitants, stand well and truely indebted unto Your Orator in the full and just sum of Four hundred and forty Six Pagodas twenty five fanams and 40 Cash Current money of Madras making at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and seventy Eight Pounds 12/3. Sterling Money of Great Britain, as will more fully and at large appear by a Copy of an Account Current, as also a Copy of a Translation of a Bond in the Malabar Language hereunto annexed for the Inspection of this Honble Court and which Your Orator prays may be admitted as part of this His Bill of Complaint, the Originals whereof are in the Custody and Possession of Your Orator's Attorney ready to be produced whenever He shall be thereunto required — And Your Orator further sheweth that He hath frequently and in an amicable Manner requested Payment from the said Ravoo Rangapah and Vencatakistnadoo both jointly and severally of the aforesaid Sum of Four Hundred and forty Six Pagodas twenty

But now so it is may it please this Honble Court that the said Ravoo Rangapah and Vencatakistnadoo jointly and each of them seperately, obstinately and wilfully refuse to pay the same or to give Your Orator any manner of Satisfaction touching the Premisses, 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 Ravoo Rangapah and Vencatakistnadoo, may upon their respective Corporal Oaths full true direct and perfect answer make to all and singular the Matters and things herein before set forth and alledged as fully truly and particularly to all Intents and Purposes as if the same were here again repeated and particularly interrogated and that they may be jointly and seperately decreed to pay unto Your Orator the aforesaid Sum of four hundred and forty Six Pagodas 25 fnx & 40 cash — with all 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 Ravoo Rangapah and Vencatakistnadoo 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 seem meet.

J. Grierson
atty for Compt.

Fort St George 14th June 1786 — This Bill was shewn to me in the Days of adjournment. let [illegible] next Court Day —

Translation of a Mortgage Bond dated the 2nd of January 1786

I Ravoo Rangapah and my Son Vencatakistnadoo do give this Mortgage Bond to John Menzies – That is to say

On our urgent Occasion We have borrowed and received of you the Sum of /424/ four hundred and twenty four Current Star Pagodas – For which Sum I have given You the following Securities Vizt. My House situated at Peddo naicks Petta in Codendarameaks Street, the Choultry Bill of Sale of which is N 501, another Bill of Sale of a Piece of Ground adjoining to the same is No. 5231, – One Gooruvapah Conicoply of Valachary Mortgaged to us the Bill of Sale of His House for /375/ Three hundred and Seventy five Pagodas and executed a mortgage Bond on the 17th of Atpase Month in the Year called Palavah or 27th of October 1781. – The said Title Deeds of Our House together with the Bill of Sale of Gooruvapahs, We have mortgaged to George Sulivan Martin Esqr. on the 10th August 1783, and received of Him /700/ Seven Hundred Pagodas, exclusive of the Sum We have paid in part of the said Bond to this Day, The Remainder of Principal and Interest about /600/ Six hundred Pagodas is due to Him, after deducting the said Sum due to Him, we have mortgaged to You the Title Deed of the said two Houses as Security for the Sum due to You / For the Sum of four Hundred and forty four Pagodas, we have received of You after deducting the Ballance due to George Sulivan Martin Esqr. the Remainder is mortgaged as Security for your Money – which

further We bind Ourselves to pay You the said Sum jointly & Seperately – Witnesses Buttar Armoga Moodaliar & Teroomalieppa Conicoply by their Knowladge drawn by Cullone Vencatanaranapah –

Witnesses
Butter Armogem
Teroomala

Signed –
Ravoo Rangen
Vencatakistnem

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

(Signed)
Soobaroyam
Interpr.

A true Copy
J. Grierson
Atty for Compl.

Ravoo Rugapah & Vencatakistnadoo, In Account Current with John Menzies

2nd	To Amount of Your Bond of this Date	424	–	–	1786 June 12th	By Ballance	446	25	40
12th	To Interest on Pagodas 424 for 5 months & 10 Days at 12 ℘ Cent ℘ Annum	22	25	40					
	Pagodas	446	25	40		Pagodas	446	25	40

Madras 12th June 1786 –

Errors Excepted

(Signed)
John Menzies

A true Copy
J. Grierson

Mayor's Court at Madraspatnam — Tuesday the 15th. day of August Anno Domini 1786

Present

Robert Ewing Esquire Mayor

William Webb and Vincentio Corbett

Aldermen

Between John Menzies of Fort Saint George Merchant Complainant and Ravoo Ramgapah and Vekistnadoo of Madras Inhabitants Defendant.

It Appearing by the Reed of this Court that the Usual Rules have been issued to Defendant to Answer the Complainants Bill which he has failed doing this Court doth therefore think fit to and Decree and doth Accordingly Order and Decree that Defendant shall pay unto the Complainant the full just Sum of Four Hundred and forty Six Pagodas Two fanams and forty Cash / Pagodas 446. 25. 40 together with all such Interest as now is or shall after become due thereon untill full payment is made all Costs of this Suit

Filed 14th June 1786.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Augustine Burton of Madras Inhabitant That Gorrapaathum of the same place Inhabitant Stands Justly and truely Indebted unto your Orator in the full and Just Sum of Two hundred and Eleven Pagodas Thirty three Fanams and Sixty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shilling for every Pagoda the Sum of Eighty four Pounds and Fourteen Shillings as will more fully and at large appear by Copy of An Agreement 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 Gorrapathum of the said Sum of Two Hundred and Eleven Pagodas Thirty three fanams and Sixty Cash

But now so it is May it Please this Honble Court although the said Chattey Bill of Sale as mentioned in the said Copy of the Agreement hereto annexed hath Never been delivered up unto Your Orator According to the Tenor thereof and in default whereof the said Gorrapathum is became bound and responsible

unto Your Orator in Manner and Form as is therein
setforth and expressed yet the said Coorsopaulturum Obs-
tinately and wilfully Refuses to pay the same or to
give Your Orator any Manner of Satisfaction touching
the Premises Your Orator therefore Prays as General
Relief such as to this Honble Court shall appear
agreeable to Equity and good conscience To the End therefore that
the said Coorsopaulturum 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 Two
hundred and Eleven Pagodas three fanams and Sixty Cash with
all such Interest as now is or shall hereafter become due
thereon also all Costs of this Suit
May it Please this Honble Court to cause the
said Coorsopaulturum 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 Orator's 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

This 14th June 1786.

Chas Baker
Compt.

This Bill was shewn to me the
Day of Adjournment Let a Summons
issue Returnable Next Court day.

Translation of an Agreement Dated the 7th of March 1786.

I Coorsopaulturum of the same place do give this agree-
ment to Mr Burton That is to Say—

I Promise to bring the Choultry Bill of Sale of a
House in eight Days sold to You at Mylapoor or Saint Thome
by My Master and Receive the Remainder of the money. incase
any Dispute should happen for the said Choultry Bill of Sale
then I bind myself to make good the Sum of One hundred and
Sixty one & three quarter Pagodas Amount of a Note of my Masters
Mr Darke and no more as the Sum of Fifty Pagodas I now Receiv-
ed. in all Amount to two hundred and eleven & three quarter
Pagodas Witnesses Sittaeppa Chitty &r & Manuel by their
Knowledge Drawn by Padeyere Sorroale.

Witnesses Signed
Julio Seppa
Manoel Ribera

(Signed)
Coorsopaulturum

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

Soobarayan
Interpr.

A true Copy
Chas. Baker

Filed 6. July 1786.

In the Honble the Mayors Court at Madraspatnam

Between Augustine Burton of Madras Inhabitant Complainant and Gorrapauthum of the same Place Inhabitant Defendant.

Augustine Burton the above named Complainant maketh Oath and Saith That Gorrapauthum the above named Defendant is justly and truely Indebted unto this Deponent in the full and just Sum of two hundred and Eleven Pagodas thirty three fanams and Sixty Cash Current Money of Madras being the Amount of an agreement.—

Aug.e Burton

Sworn at Fort St George before me this 5. July 1786.—

Robt. Ewing mayor

Mayors Court at Madraspatnam

Tuesday the 15. day of August Anno Domini 1786.—

Present

Robert Ewing Esquire Mayor

William Webb and Vincento Corbett

Aldermen

Between Augustine Burton of Madras Inhabitant Complainant and Gorrapauthum of the same place Inhabitant Defendant.—

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant 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 Eleven Pagodas Thirty Three Fanams and Sixty Cash/ Pagodas 211. 33. 60. together with all such Interest as once is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

Filed the 1. July 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sayapah Mordaliar of Madras Dubash That Situs Briggs of the same place Merchant Stands Justly and truely indebted unto Your Orator in the full and Just Sum of Two Thousand and Thirty five Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagodas the Sum of Eight Hun-

Filed 6th July 1786.

In the Honble the Mayor's Court at Madraspatnam

Between Augustine Burton of Madras Inhabitant Complainant and Goorospauthum of the same Place Inhabitant Defendant.

Augustine Burton the above named Complainant Maketh Oath and Saith That Goorospauthum the above named Defendant is justly and truely Indebted unto this Deponent in the full and just Sum of two hundred and Eleven Pagodas thirty three fanams and Sixty Cash Current Money of Madras being the amount of an agreement.—

Sworn at Fort St George before me this 5. July 1786—

Robt Ewing
mayor

Augs Burton

Mayor's Court at Madraspatnam

Tuesday the 15th day of August Anno Domini 1786—

Present

Robert Ewing Esquire Mayor

William Webb and Vincento Corbett Aldermen

Between Augustine Burton of Madras Inhabitant Complainant and Goorospauthum of the Same place Inhabitant Defendant.—

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant Bill which he has Neqneeted 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 Eleven Pagodas thirty three Fanams and Sixty Cash/ Pagodas 211. 33. 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

Jt Cur

Filed the 1st July 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Tayapah Mordaliar of Madras Dubash That Titus Briggs of the same place Merchant Stands Justly and truely indebted unto Your Orator in the full and Just Sum of Two Thousand and thirty five Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagodas the Sum of Eight Hun-

by Copy of a Mortgage Bond or Obligation and in Amount 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 Titus Briggs of the said sum of Two Thousand and thirty five Pagodas.

But now so it is May it Please this Honble Court the said Titus Briggs Abstenately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays General Relief such as to this Honble Court shall appear Agreable to Equity and good consience To the End therefore that the said Titus Briggs may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truely and Effectually to all intents and Purposes as if the same were herein again Repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Thousand and Thirty five 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 because the said Titus Briggs 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

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. Baker
Compl.t Atty.

This Bill was shewn to me in the days of Adjournment let a Summons issue returnable next Court day.

Robt. Ewing
Mayor

Know all Men by these presents that I Titus Briggs of Madras Merchant am held and firmly bound unto Tayapah Dubash of the same place in the Penal Sum of three Thousand three hundred Star Pagodas to the payment whereof well and truely to be made to the said Tayapah Dubash 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 Fort St. George this Twentieth June in the Year one Thousand Seven hundred and Eighty four.

Whereas the above bound Titus Briggs hath borrowed and Received of the above named Tayapah Dubash the full and Just Sum of One Thousand six hundred and fifty Star Pagodas to run at Interest at the rate of Twelve p.r Cent per Annum payable on Demand and for securing the payment thereof unto the said Tayapah Dubash his Heirs Executors Administrators or Assigns he the said

Titus Briggs hath Mortgaged transfered and Set over and by these Presents doth Mortgage Transfer and set Over unto the said Tayapah Dubash his Heirs Executors Administrators and Assigns a Bill of Sale of my House Situated at mootall petta in the New Street of Mr. George Savage's Gardin the House of Mrs. Rantan and Venjaukum Condapahs Ground Containing in Length from East to West on the North side Seventy Two feet and on the South side Seventy one feet and a half and in Breath from North to South as the east end forty five feet and a half at the West end forty Six feet & a half and in case of failure in the payment of the Sum of One Thousand Six hundred and fifty Starr Pagodas from the Date as aforesaid I do hereby give and grant unto him the said Tayapah Full Power and authority to Sell or Dispose of the said House and of the Disposal of the said House if they should Sell for a less Sum then the Amount of the Principal & Interest of my Bond to him that I will pay him the Difference and in case if they should Sell for More he is to pay me the Defference.

Now the Condition of this Obligation is such that if the above bound Titus Briggs his Heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto the above named Tayapah Dubash his Heirs Executors Administrators or Assigns the full and Just Sum of One Thousand Six hundred and fifty Starr Pagodas from the Date hereof together with such Interrest thereon then

Otherwise to continue in full Force and Virtue.

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

Titus Briggs (L.S.)

[illegible]

Ram a Sawmy

A true Copy

Chas. Baker

Dr. Titus Briggs Esqr. in Account Current with Tayapah Dubash Cr.

84th June 20	To Cash lent him on his Bond	1650	
86th May 30	To Interest on Do. to this day is mr. 29 - 10 & @ 12 p Cent p Annum	385	
	Pagodas	2035	
	By Balance due	2035	
	Pagodas	2035	

Fort St. George 30th May 1786.

Error Excepted

Tayapah

A true Copy

Chas. Baker

Mayor's Court at Madraspatnam

Tuesday the 15th day of August Anno Domini 1786

Present

Robert Ewing Esquire Mayor

William Webb and Vincentio Corbett Aldermen

Between Tayapah Moodaliar of Madras Dubash Complainant and Titus Briggs of the same place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to answer the Complainant's Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Thousand and Thirty five Pagodas (Pag.s 2035.35.--) 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.

[illegible]

File in Court June 6th 1786.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto these Honble Court your Orator Vencatachella Naidoo of Madras Inhabitant by his Attorney Antonio de Naves of the same place Inhabitant that Causee Parasuram Moodelliar also of the same place Inhabitant Stands Justly and truely Indebted unto Your Orator in the full and Just Sum of Fifty Star Pagodas Twenty fanams and Sixty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty Pounds and Three Shillings or thereabouts as will morefully and at large appear by the Copies of an Account Current and an Assignment with a Power of Attorney hereunto annexed for the Inspection of this Honble Court which your Orator prays may be admitted as part of this Your Orator's Bill of Complaint the Original thereof now being in your Orators Possession and ready to be produced to this Honble Court when he shall be thereunto required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested payment from the said Causee Parasuram Moodellear of the said Su[illegible] Fifty Star Pagodas Twenty fanams and [illegible]

[illegible] please this

Honble Court that the said Causee Parasuram Moodelliar obstinatly and wilfully refuses to pay the same or to give your Orator any manner of satisfaction touching the pramesses Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Consience To the End therefore that the said Causee Parasuram Moodelliar 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 Fifty Star Pagodas Twenty fanams and Sixty Cash together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit—

May it Please these Honble Court to cause the said Causee Parasuram Moodelliar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such order and Decree therein as to this Honble Court Shall Seem Meet—

Peter Walker
Att^y for Complainant

Dr. Causee Parasuram Moodelly in Account Current with Vencatachella Naidoo Cr.

1784 May 25th	To Amount of the Ballance of Your Account adjusted and settled this day and acknowledged to be due as of Cadjan Account under Your own hand Writing	83.34.20	1786 May 20th	By Ballance due	50.20.60
1786 May 20th	To Interest on Do to this day being 2 yrs 25 cs	8.31.40			
	12 pr Cent pr Annum	8			
	To 1 Ratton Matt delivered				
	Pagodas	50.20.60		Pagodas	50.20.60

Madras 20th May 1786

Errors Excepted Dividend 7 Dec 1786
of Venkatachelum

Attest Copy
P. Walker
Att^y for Compl^t

To all People to Whom shall come Greeting

Whereas Causee Parasuram Moodelliar of Madras Inhabitant in and by the Ballance of an Account Current bearing date the Twentieth day of May in the present year of our Lord One Thousand Seven hundred and Eighty Six Stands Indebted unto Vencatachella Naidoo of the Same place Inhabitant in the full and just Sum of Fifty Pagodas Twenty fanams and Sixty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eigh Shillings for every Pagoda the Sum of Twenty Pounds and three Shillings or thereabouts as by the said Account Current may appear Now Known ye that the said Vencatachella Naidoo for a Valuable Consideration to him in hand paid by Antonio de Naves also of the Same place place Inhabitant at or before the Sealing and Delivery of these presents the Receipt whereof is hereby acknowledged he the said Vencatachella Naidoo hath assigned and Set over and by these presents doth Assign and Set over unto the said Antonio de Naves the said Account Current and the Money thereupon due and owing and which may become due and owing thereon and all his Right and Interest of in and to the Same and every Part thereof and the said Vencatachella Naidoo for the Consideration aforesaid hath made Constituted and appointed and by these Presents doth make Constitute and appoint the said Antonio de Naves his heirs Executors & Administrators and Assigns his true and Lawfull Attorney and Attornies for him and in his name and in the name and names of his heirs Executors Administrators and Assigns but for the Sole and proper

Antonio de Naved his heirs Executors Administrators and Assigns to ask require demand and receive of the said Causee Parasuram Moodelliar his heirs Executors and Administrators the Money due and to become due on the said Account Current and on non payment thereof him the said Causee Parasuram Moodelliar to sue for and recover the Same and on payment thereof to deliverup and Concell the said Account Current and give Sufficient releases and discharges for the Same and one or more attorney or Attornies under him to make Constitute and appoint and whatsoever the said Antonio de Naved or his attorney or Attornies Shall Lawfully do in the Premesses the said Vencatachella Naidoo doth hereby allow and Affirm and the said Vencatachella Naidoo doth Covenant with the said Antonio de Naves that the said Vencatachella Naidoo hath not received nor will receive the said Money due or to become due on the said Account Current 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 of the Same he the said Antonio de Naves saving the said Vencatachella Naidoo harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Vencatachella Naidoo hath hereunto Set and Affixed his Hand and Seal in Madraspatnam aforesaid the Twentieth day May in the year of Our Lord One Thous and Seven hundred and Eighty Six

Venkatachelum (L.S)

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

[illegible]

a true Copy
P. Walker
Atty for Compl.t

Mayor's Court at Madraspatnam

Tuesday the 15th day of August Anno Domini 1786

Present

Robert Ewing Esquire Mayor

William Webb and Vincentio Corbett Aldermen

Between Vencatachellum Naidoo of Madras Inhabitant by his Attorney Antonio de Naves of the Same place Inhabitant Complainant and Causee Parasuram Moodelliar also 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 Fifty Star Pagodas Twenty fanams and Sixty Cash / Star Pag.s 50. 20.. 60 / together with all such Interest as now is or shal hereafter become due thereon untill full payment

Filed in Court June 6th 1786.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sabapady Chitty of Madras Merchant by his Attorney Francis de Souza of the same place Inhabitant that Soonoo Chinna Sawmy Chitty of the same place Merchant Stands Justly and truely indebted unto your Orator in the full and just Sum of One hundred and eighteen Star Pagodas and Thirty Six fanams Current Money of Madras making in Sterling Money of Greate Britain at the rate of Eight Shillings for every Pagoda the Sum forty Seven Pounds and Eleven Shillings or thereabouts as will more fully and at large appear by the Copys of the Translation of a Certain Bond or Obligation as will as of an account Current and Also of an Assignment with power of Attorney hereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be admitted as part of this his Bill of Complaint the Originals thereof now being in Your Orators Attorneys Possession and ready to be produced to this Honble Court when he shall be thereunto required Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested payment from the said Soonoo Chinna Sawmy Chitty of the said Sum of one hundred and Eighteen Star Pagodas and thirty Six fanams —

But now so it is may it Please this Honble Court that the said Soonoo Chinna Sawmy Chitty [illegible] wilfully refuses to pay the same or to give Your

Orator any or manner of satisfaction touching the Premisses 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 Sooneo Chinna Sawmy Chitty may upon his Corporable Oath full true direct and perfect answer make to all and Single the Matters and things herein before setforth and alledged as fully truely and Effectually to all intents and purposes as if the same were herein again repeated and particularly interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of one hundred and Eighteen Star Pagodas and thirty Six fanams together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said Sooneo Chinna Sawmy 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 Seem Meet

B. Walker
Atty for Compl^t.

Translation of a Bond or Obligation Dated the 28th of Purattasy in the year Called Vesovanoo 1707 or Answering to Anno Domini the 30th of September 1786

I Sooneo Chinna Sawmy Chitty do give this Bond to Sabapady Chitty Son of Kuyaumy Comaraiah Chitty — That is to say

Pagodas Current money of Madras, which Sum I promise to pay you on Demand with such Interest as may become due thereon at the rate of 12 p^r Cent p^r Annum, thus I do give this Bond by my Consent Witnesses Moollengy Ramasawmy Chitty, and Tiroovalloor Mauny Chitty by their Knowledge drawn by Nadaudoory Ramanajayah.

(Signed)
Sooneo Chinna Sawmy

Witnesses Signed)
Moollengy Ramasawmy
Mauny Chitty

A true Translation as nearas can be from the Gentoo Language

Soobaroyan
Interp^r.

A true Copy B. Walker
Atty for Compl^t.

Dr^r { Sooneo Chinna Sawmy Chitty in Account Current with / ..... Sabapady Chitty ..... } Cr^e

1785				1786			
Septm^r	30th	To Amount of your Interest Bond	110.-.-	May	30th	By Ballance Due	118.36
1786 May	30th	To Interest on Ditto to this Day being 8 months @ 12 p Cent p Annum	8.36				
		Pagodas	118.36			Pagodas	118.36

Fort Saint George 30th May 1786

Errors Excepted
(SIGNED)

A true Copy B. Walker
Atty for Compl^t.

To all People to whom these Presents Shall Come Greeting Whereas Somoo Chinna Sawmy Chitty of Madras Merchant does in and by the Ballance of an Account Current bearing Date the thirtieth Day May in the Present Year of Christ One Thousand Seven hundred and Eighty Six arising upon a Certain Bond or Obligation bearing Date the thirtieth Day of September in the Year One thousand Seven hundred and Eighty five Stand indebted unto Sabapady Chitty of the same place Merchant in the Sum of One hundred and Eighteen Star Pagodas and thirty Six fanams Current Money of Madras as by the said Bond or Obligation and Account Current may full appear Now Known ye that the said Sabapady Chitty for a Valuable Consideration to him in hand paid by Francis de Souza of Madras aforesaid Inhabitant the Receipt whereof the said Sabapady Chitty hath acknowledged and by these Presents doth acquit and discharge him the said Francis de Souza his heirs Executors Administrators and Assigns for ever by these Presents Hath assigned and delivered and by these Presents doth assign and setover unto the said Francis de Souza the said Bond or Obligation and Account Current and the Money thereupon due and owing and which may become due and owing thereon and all his right and Interest of in and to the same and every part thereof and the said Sabapady Chitty for the Consideration aforesaid hath made Constituted and Appointed and by these Presents Doth make Constitute and appoint the said Francis de Souza his heirs Executors Administrators and Assignatary in the September last and Lawfull Attorney or Attornies in my name and in the name and Names of his heirs to sue and to take in his name and in the name and Names of his heirs to say

Executors Administrators and Assigns to ask require Demand and Receive of the said Somoo Chinna Sawmy Chitty his heirs Executors Administrators and Assigns the money Due and to become due on the said Written Bond or Obligation and Account Current and on none payment thereof him the said Somoo Chinna Sawmy Chitty his heirs Executors Administrators to sue for and recover the same and on payment thereof to Deliver up and Cancel the said Written Bond or Obligation and Account Current and give sufficient Releases and Discharges therefore and one or more Attorney or Attornies under him to make Constitute and Appoint and at his pleasure to revoke and what soever the said Francis de Souza his Attorney or Attornies Shall Lawfully do in the Premises the said Sabapady Chitty doth thereby allow and Affirm and he doth Covenant with the said Francis de Souza that the said Sabapady Chitty hath not Received nor will receive the said money due or to become due on the said Bond or Obligation or Account Current or any part thereof neither shall nor 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 Francis de Souza saving the said Sabapady Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof the said Sabapady Chitty hath hereunto set and affixed his hand and Seal this second Day of June One thousand Seven hundred and Eighty Six. June L.S.

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

a true Copy
P Walker
Atty for Compt.

Mayor's Court at Madraspatnam

Tuesday the 15th day of August Anno Domini 1786.

Present

Robert Ewing Esquire Mayor

William Webb and Vencentio Corbett

Aldermen

Between Sabapady Chitty of Madras Merchant by his Attorney Francis de Souza of the same place Inhabitant Complainant and Sosneos Chinna Sawmy Chitty 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 Hundred and Eighteen Star Pagodas and Thirty Six Fanams (Star Pag.s 118.36.) 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 30th May 1786.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Grooapah Naick of madras Dubash that James Barter of the same place Merchant Stands Indebted unto Your Orator in the full and Just Sum of Three Hundred and Fifty Eight Pagodas five fanams and fifty Cash Current money of madras making in Sterling money of Great Bretain at the rate of Eight of Shillings for every Pagoda the Sum of One Hundred and forty three Pounds and five Shillings as will more fully and at large appear by an account Current and also by Copy of Note of hand given and granted unto Your Orator by the said James Barter on the first day of January in this present Year of our Lord One Thousand Seven hundred and Eighty Six hereunto annexed for the Inspection of this Honble Court both which Your Orators 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 hundred and fifty eight Pegodas five fanams and fifty Cash from the said James Barter.

But now so it is may it Please this Honble Court the said James Barter 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 any good Conscience To the End therefore that the said James Barter 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 particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of three hundred and fifty eight Pagodas five Fanams and fifty 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 James Barter 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

H^y Dudley
Att^y Compl^t.

James Barter in Account Current with Grooughsen

To the Amount principal of Your Note to me of this Date	368.18	1786 Jany 1.	By Cash paid by Mr. Lindsay at Arratt to Captain Demoldson of the 36th	33	
To Ballance of Account Settled by You and Signed	10.		Reg^d. in my Account	4	
To Interest on Pagodas 368. 18 from 1st January to this Day is 5 Months @ 12 ff Cent ff Annum	378.18	Apr. 26th	By Ditto Received for Long Cloth by You	39	
	18.18.72	May 30	By Interest on the following Sums from their Respective dates to this Day @ 12 ff Cent ff Annum		
	396.36.72		On Pag^s 33. for 5 m^s d^s 4 - - 1 - 4	1 - 29 - 20	1.31.22
				38	31.22
				358	5.50
			By Ballance due	396	36.72
Pagodas	396.36.72		Pagodas		

Fort St. George 30th May 1786
E. C. ff

(498)

Towe Grapa three hundred and Sixty eight Star Pag.s

J. Barter

January 1st 1786.

true Copy

Wm Du Puy

attg Compt.

Pag.s 368. 18.

Mayors Court at Madraspatnam

Tuesday the 22d day of Aug. Anno Domini 17[illegible]

Present

Robert Ewing Esquire Mayor
Edward John Hollond and Edward Garrow Aldermen

Between Grooapah Naick of Madras Dubash Complainant and James Barter of the same place Merchant Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing This [illegible]rt doth therefore think fit to Order and Decree and doth [illegible]dingly Order and Decree that the Defendant shall pay

(499)

Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

Huz

Ded 6th April 1785.

To Honble the Mayor's Court at Madraspatnam,

Between Vellyapah Moodelliar of Madras Inhabitant Complainant and Shamud Saib of the same place Inhabit Defendant —

The Humble Petition of Fauthmeer Bebby the Widow of Mahomed Mee Dsed, Mahomed [illegible], and Mahomed Nawsare. —

Shew

That the said Complainant did some time in the Month of December, in the Year of Cruist One Thousand Seven hundred and Eighty four, Exhibit and file his Bill of Complaint in this Honble Court against the said Defendant for the Recovery of the Sum of 1128 Pag.s 32 fanam[illegible] tending to be d[illegible] and owing unto him the said Complai[illegible]t from the said Defendant, and the Defendant having appeared thereto the Usual Rules issued for him to Answer the Complainant's Bill which he has Neglected doing this Honble Court did in Consequence of such Neglect on the 1st March last grant a Decree against the said Defendant for the Amount of the Complainants demand, and the term of fourteen days allowed by the Charter having Elapsed without the said Def[illegible]

Satisfying the said Decree of This Honble Court or app
thereupon, this Honble Court was pleased on the 15th day
month of March to grant Awaid and issue a Writ of C
against the Goods Chattels and Effects of the said Defenda
directed to the Sheriff of Fort St. George, Town of Mad
-nam and the districts thereof, requiring and Command
the said Sheriff to seize upon and Sequester the Goods, Ch
and Effects of the said Defendant and by sale thereof, to d
amount of the said Complainant's said Demand, by
which said Writ of Execution, he the said Sheriff did s
a Certain Garden and Premises Situated in and about
-me, to the East of Saint Thome Road, to the West of Ling
Gardin South to the Garden of Abdool Vauah, and North
Gardin of Syed Hussaen, under pretence that the prem
were the property of and belonged unto the said Defen
Whereas Your Petitioners shew that the said premises
property of Your petitioners who are the Wedow and Son
Mahomed Meer deceased, And in Order to Shew unto this
Court their undoubted right to the said premises, they Y
-titioners beg leave to premise Unto this Honble Court, th
-fowing Narrative, That is to say, That Your petitioner, Fauth-
-mauh Bibby, after her intermarriage with her late Husband,
be lived for severall Years in a Comfortable State, and on the death
of Your Petitioners said Husband he left behind him there sons
named Shaumed Saib, the Petitioner Gaws Mahomed and Ma-
-homed Nawsar, all of whom were Maintained & deserted by

Pag. 368. 18

May
Madra

-weth that Shamed Saib the Defendant being wholly given to
-es and Wickedness and being involved in Debt, did unknown
Your petitioners Mortgage the premisses now in Question to one
-dashova Moodelliar for a Sum of Three hundred Pagodas, that
To pretime after, Your petitioners became acquaited with the said
-med Saib how came he to Mortgage the said Premises without
-r Petitioner Consent, he the said Shamed Saib said, that he
Mortgaged his part or Share of his Father's Estate and that he
not Int meddle with Your petitioner's and her two other Sons
-e the Garden now in Question being Estimated at 1200 pagodas
-aid that Your Petitioner might at any time pay the 300
-odas and redeem the said Garden — Your Pe[illegible]ner further
-w that the said Shamed Saib also told [illegible] Petitioner and
Shew is ready to Verify at any time if called upon that the said
[illegible] Moodelliar did not pay him the whole amount
the [illegible] pagodas but at different times paid him Small Sums
of Money Not Exceeding 200 Pagodas — Your Petitioner further
shew unto this Honble Court that they Your petitioners as
well as the said Shamed Saib applied to the said Shadashev —
Moodelliar to settle and adjust Account of the Defferent Sums
lent by him to the said Shamed Saib and receive the amount
thereof and deliver unto Your Petitioner the Title Deeds of
the said Premises, which he refused during and alledging se-
-veral Frivolous Excuses with promises of not Molesting
either the said Shamed Saib or Your Petitioners for the a-
-mount lent by him as aforesaid — Your Petitioner fur-

(502)

Petitioners the Sheriff of the Town of Madraspatnam and the District thereof Caused an advertisment to be affixed on the 27th day of March last past at the aforesaid premises giving Notice that the said Premises were to be Sold by Order of this Honble Court at publick Outcry on the Sixth Instant April at the Instance of the above named Complainant with whom the said Shamed Saib as well as your Petitioners are unacquainted, never having any Dealings or Manner of Concern neither borrowed of him any Sum or Sums of Money, either by the said Shamed Saib or by any of Your Petitioners — Your Petitioners further Shew that they Your Petitioners immediately after the said Advertisement being affixed so as aforesaid, enquired of the said Shamed Saib whether he had borrowed from the above named Complainant the aforesaid Sum of 1128 Pagodas and 32 fanams or any part thereof who actually denies and says that he never borrowed of the said Vellapah Moodelliar or of any other person or persons any Sum or Sums of Money, save and Except the aforesaid Sum of 200 Pagodas or thereabouts from Shadashewa Moodelliar with whom the said Title deeds were deposited Your petitioners further shew that the said Vellapah Moodelliar from what Your petitioners have been able to learn, did fraudulently if not violently obtain the Mortgage Bond now in Question from the said Shamed Saib, pretending that the same was a penalty Bond in his the said Vellapah Moodelliar's Name binding on the said Shamed Saib for settling and adjusting the Accounts between him and the said Shadashewa Moodelliar, the said Vellapah Moodelliar's assuming to himself the Title of [illegible]

(503)

Saib if at all, put his Mack Signed the said Mortgage Bond, the Contents thereof Not being by any One Explained to the said Shamed Saib as it was wrote in a language quite different from the said Shamed Said — Cast — Your Petitioner further Shew — that admitting the Mortgage Bond now in Question to have been really and Bona fide (which Your petitioner do not allow to be the Case) Yet the said Vellapah Moodelliar cannot in Justice Law or Equity avail himself of the said Mortgage Bond, because Your petitioner are Entitled to the premises in Question as well as the said Shamed Saib as being the widow and Sons of the said Deceased, — and the said Shamed Saib is not entitled to any more than his One fourth Share of the premises in Question and it is Surprizing to your Petitioner as that the said Vellapah Moodelliar who is a Native our and head Inhabitant of Saint Thome and are well acquainted with every Moorest Formily at Saint Thome, and knowing the said Shamed Saib had a Mother and two other Brother, that he the said Vellapah Moodelliar would lend 1128 Pagodas & 32 fanams upon the Bare Simple Signature of the said Shamed Saib without the Concurrence of your petitioners —

Your Petitioners further Shew, that should this Honble Court be Convinced with the Justness of the Complainants demand (which Your petitioners hope he will not be able to Establish) They Your Petitioners humbly hope, that this Honble Court will Consider their Situation and the Right they have to the Premises in Question, by being equally Related to the said Shamed Saib and that

(504)

their Estate be not Sacrificed towards the Discharge of the Debts of the said Shamud Saib, but that each of your Petitioners have their Share of the Premisses which in Equity and Justice they are entitled unto. —

Your Petitioners therefore most humbly implore the aid and Assistance of this Honble Court in the aforegoing Premisses, and most humbly pray this Honble Court will Condescend to order the said Warrant of Execution to be superseded as far as relates to the Seizure of the said Premisses and the Sheriff's Seal be taken off from of the said premisses — And Your Petitioners put in the Quiet and peaceable Possession and Enjoyment of the same — And Your Petitioner as in Duty Bound — Shall ever pray —

Edward Ellis

Atty for the Petitioners

(505)

Filed 27th June 1786

In the Honble the Mayors Court at Madraspatnam.

Between Vellayapah Moodeliar Inhabitant of Madras Complainant and Shamud Saib of the same place Inhabitant Defendant

In the Petition of Fauthumaick Bibby Mahomed Jaws and Mahomed Nawsar

Vellayapah Moodaliar

The Affidavit of Edward Jones one of the Serjeants of this Honble Court. —

This Defendant Maketh Oath and Saith that he did Personally attend at the Dwelling house of the above named Petitioners on the twenty second Instant of June and did serve them with the Copy of the Extract of this Honble Court passed the fourteenth Instant whereby it is ordered that the said Petition and answer thereto do come on to be heard on the twenty Seventh Instant and whereby it is further Ordered that the Attorney for the Respondent do serve the Petitioners with Notice for hearing —

Edward Jones —

Sworn to in Court this 27th June 1786 —

James Taylor

Regr

their Estate be not Sacrificed towards the Discharge of the Debts of the said Shamud Saib, but that each of your Petitioners have their Share of the Premisses which in Equity and Justice they are entitled unto. —

Your Petitioners therefore most humbly implore the aid and Assistance of this Honble Court in the aforegoing Premisses, and most humby pray this Honble Court will Condiscend to order the said Warrant of Execution to be superseded as far as relates to the Seizure of the said Premisses and the Sheriff's Seal be taken off from of the said premisses — And Your Petitioners put in the Quiet and peaceable Possession and Enjoyment of the same —

And Your Petitioner as in Duty Bound shall ever pray —

Edward Ellis

Atty for the Petitioners

Filed 27th June 1786

In the Honble the Mayors Court at Madraspatnam

Between Vellayapah Modeliar Inhabitant of Madras Complainant and Shamud Saib of the same place Inhabitant Defendant

In the Petition of Fauthomaich Bibby Mahomed Jaws and Mahomed Nawsar

Vellayapah Modaliar

The Affidavit of Edward Jones one of the Serjeants of this Honble Court. —

This Deponent Maketh Oath and Saith that he did Personally attend at the Dwelling house of the above named Petitioners on the twenty second Instant of June and did serve them with the Copy of the Extract of this Honble Court passed the twelfth Instant whereby it is ordered that the said Petition and Answer thereto do come on to be heard on the twenty Seventh Instant and whereby it is further Ordered that the Attorney for the Respondent do serve the Petitioners with Notice for hearing —

Edward Jones —

Sworn to in Court this 27th June 1786 —

James Taylor

Regr

Filed 7th June 1785.

To the Honble the Mayor's Court at Madraspatnam

Between Vellyapah Moodelly of Madras Inhabitant Complainant and Shamed Saib of the same place Inhabitant Defendant.

The Answer of the said Vellyapah Moodelly to the Petition of Fauthmauk Bibby the Widow of Mahomed Meer deceased Mahomed Gaws and Mahomed Nawsar.

The said Respondent Vellyapah Moodelly Admits that he did some time in December in the Year of Our Lord One Thousand Seven hundred and Eighty four Exhibit and five his Bill of Complaint in this Honble Court against the said Defendant Shamud Saib forth Recovery of the Sum of One Thousand One hundred and twenty Eight Pagodas and thirty two Fanams due and owing unto this Respondent from the said Defendant and the Defendant to have appeared thereto and the several Rules issued for the Defendant to Answer this Respondents Bill and which he has neglected to do also that this Honble Court did in Consequence of Such neglect on the first of March last Grant a Decree against the said Defendant for the Amount of this Respondents demand and the time of fourteen days allowed by his Majesty's Charter being elapsed and the Defendant not having Satisfied the said Decree or appealing therefrom this Honble Court were pleased on the fifteenth day of the said Month of March to issue a writ of Execution against the Goods Chattles and Effects of the said Defendant

and Sequester the Goods Chattles and Effects of the said Defendant and by Sale thereof to levy the Amount of this Respondents said Remand by vertue whereof the Sheriff did Seize upon a Certain Garden and Premises Situated in and about Saint Thome on the East side to Linga Chitty's Garden on the West side to Dustagery Saib's Gardin on the North side to Syadwoosan's Garden and on the South Said to Abdul Bambo's Cowns Garden and not in the manner and Situation selforth and Recited by the Petitioners in their said Petition This Respondent likewise admits it any be true that the said Petitioners and also the said Defendant Shamad Saib after the death of Mahomed Meer husband to the said Fauthmauk Bibby did live together And also Admits that the said Petitioners may have a Title and Interest in the Premises in Question as they have selforth in their said Petition but denies that the said Defendant Shamud Saib did Mortgage the Premises now in Question unknown to the said Petitioners for the Sum of three hundred Pagodas in Manner and Form as the said Petitioners have endeavored to make appear in and by their said Petition but that on the Contrary when the Produce of the said Gardin and Premises proved insufficient for the Maintaining of the said Petitioners they the said Petitioners did in or about the Month of July in the Year of our Lord One Thousand Seven hundred and Sixty five jointly apply to one Shadasheva Moodeliar for the Lone of the aforesaid Sum of three hundred Pagodas offering as a Security for the same a Mortgage Bond of the Before mentioned Garden and Premises which Mortgage Bond was according by granted and Executed by the said Petitioners Fauthmauk

Moodelliar as by a Translation of the same hereunto Annexed
Marked A. and which this Respondent prays may be taken
as part of this his Answer will morefully appear the Original
whereof is in the Respondents Possession and ready to be produced
to this Honble Court when ever he shall be thereunto Required
And this Respondent further Saith that the said Petitioners
being in furthe what of Cash for their further Maintenance
and Support did again apply to the said Shadashiva Moodeliar
for the further Sum of Sixty Pagodas and which he the said
Shadasheva Moodeliar upon the said Petitioners granting a
further Mortgage Bond upon the said before mentioned Pre-
-mises for the same did Accordingly lend and advance them
a Translation of which further Mortgage Bond Marked B
hereunto Annexed for the Inspection of this Honble Court
and which this Respondent prays may be taken as part of this his answer
the Original being in this Respondents Possession and ready to be pro-
-duced whenever he shall be thereunto required And this Respondent
further Saith that the said Fauthmauch Bibby and her three Sons
being indebted to one Mostul Chitty in the Sum of Fifty Pagodas
borrowed and Received from him by the said Petitioners and which
the said Mosteyaloo Chitty had after requested payment of from
the said Petitioners and the said Mosteyaloo Chitty being like-
-wise indebted to the said Shadasheva Moodeliar in a Sum of
Money exceeding the said Sum of fifty Pagodas the said Peti-
-tioners Requested the said Shadasheva Moodeliar to give Credit
to the said Mosteyloo Chitty for the said Sum of fifty Pagodas
to which the said Shadasheva Moodeliar readely acquiesced and

said Sum of fifty Pagodas as by a Translation of the Bond Marked
C hereunto Annexed will plainly appear the Original whereof is
in this Respondents Possession and ready to be produced to this Honble
Court whenever he shall be thereunto Required this Respondent further
saith that upon the Strength of the said Mortgage Bonds in favour
of him the said Shadashova Moodeliar has the said Shadasheva Modeliar
was in the peaciable and quiet Possession of the said Garden and
Premises and received the Rents and Profits thereof until the Year
of our Lord One thousand Seven hundred and Seventy four when the
said Shadasheva Moodeliar departed for the Westward that some time
after his Return in the Year One Thousand Seven hundred and Eighty
two he the said Shadasheva Moodeliar being ignorant of the proper
mode to Obtain redress did make a Complaint to Cotton Boverbank
Dent Esquire the then acting Justice of the Month concerning the said
several Sums of Money which he the said Shadasheva Moodeliar had
advanced on Account of the Premises in Question requesting that
the same might be sold to satisfy his demand when the said Cotton
Bowerbank Dent being fully convended of the Rights and Equity
thereof did order the said Petitioner to make Satisfaction who
agreed to settle the Accounts relative to the three beforementio-
-ned Bonds and to pay the Balance ansing thereupon in six
Months at which time he the said Shadashava Moodeliar being
considerable indebted unto this Respondent and being greatly
importuned by this Respondent to discharge what was due and
owing from him the said Shadasheva Moodeliar to this Res-
-pondent he the said Shadasheva Moodeliar not being able to
comply with the same did request of the Petitioners the said
Fauthmauch Bibby and her said three Sons to grant a fresh

Name of this Respondent for the said Balance then due to him the said Shadasheva Moodeliar on Account of the former Mortgage Bond beforementioned to have been granted by the said Petitioners to him the said Shadasheva Moodeliar which said Balance amounted the sum of Nine hundred Pagodas as will appear to the Honble Court by the Copy of an Account annexed hereunto Marked D which this Respondents prays may be taken on part of this his Answer the Original whereof is in this Respondent Possession and Ready to be produced to this Honble Court whenever he shall be thereunto required that Accordingly at the Justnce and Request aforesaid and upon this Respondents undertaking to pay to the said Shadasheva Moodeliar whatever should be due and forthcoming to him on Account of the aforesaid Mortgage Bonds the said Petitioners did jointly grant unto this Respondent a fresh Mortgage Bond of the aforesaid Garden and Premises for the beforementioned Balance or Sum of Nine hundred Pagodas which fresh Mortgage Bond was signed by the said Defendant Shamud Saib by and which the Consent of the whole of the said Petitioner and the Title Deeds of the Premises in Question were as the same time delivered back by the said Shadasheva Moodeliar into the Hands of the said Defendant Shamud Saib & by him the said Defendant delivered over unto this Respondent a Translation of which said last Mentioned Mortgage Bond Marked E is hereunto Annexed for the Inspection of this Honble Court and which this Respondent prays may be taken as part of this his Account the Original being in this Respondents Possession and Ready to be produced whenever

or wen fraudulently and the said Petitioners have in and by their said Petitioner attempted to insinuate obtain the said last mentioned Mortgage Bond now in Question under pretence of the same being a Penalty Bond in his the said Vellayapah Moodely's Name binding on the said Shamud Saib for setting and adjusting the Accounts between him and the said Shadasheva Moodeliar (which Accounts this Respondent denies ever to have intermeddled in as a Mediator or to have assumed to himself of the Title of Arbitrator for arbitrating Matters between them) hath annexed to this his Answer an Affidavit Marked F made and sworn to by Sawmy Moodely and Moodoo Comarapa Moodely which Moodoo Comarapa Moodely was a Witness to the Execution of the said Mortgage Bond which said Affidavit this Respondent prays may be taken as part of this his Answer and by which it appears that the Mortgage Bond in Question was granted to this Respondent by and with the Consent of the whole of the said Petitioners and for a Balance that on the sum of Money borrowed by him at different times which this Respondent can likewise make appear as well by the original Bonds in his this Respondents Possession as by the Testimoney of several Credible Witnesses who this Respondent prays may be Examined upon Interrogatories touching the same should Occasion be and require –

The Said Respondent therefore most humbly implores the Aid and Assistance of this Honble Court in the Premises, and most humbly Prays this Honble Court will pleased to Order the said Writ of Execution as far as Relates to the [illegible] Premises not to be Superseded nor the Sheriffs

Sadasiven offthereforen that the Sheriff be forthwith directed to sell and dispose of the said Premises by Publick Sales towards the payment of this Respondents said just and legal demand and that the Petition of the said Petitioners may be dismissed with Costs.—

Chas. Baker
Atty for Respondent.

A

Translation of a Mortgage Bond Dated the 1st. Audy Month in the Year called Paurtaspa or 2d. of Jaffer Month Moor Style or Answering to Anno Domini the 18th July 1788.—

I Vaittooma Bibey Widow of Meerdadoo Shamed of Mossalaman Cast of St. Thome do give this Mortgage Bond to Sadasheva Moodelier Son of Comarapa Moodelier of Jaruvellia Cast of the same Place. That is to say.—

Our Garden situated on the South side to Abdulbabas Garden on the East side to Dustagary Saibs Garden on the North side to Syed Hussains Garden and on the East side to Linga Chitty Garden is called Mahomed Moorat Garden which We have Mortgaged and Borrowed and Received of you the sum of (300) Three hundred Star Pagodas Current Money of Madras In lieu of Interest / of the said Sum / you will Enjoy the Produce of the Paddy field, Cocoa Trees. Palmira Trees. Mangoe Trees and Guavas Trees for this Year. If I do not Pay you on the End of June next and Redeem the said Garden then I bind myself to pay you the said Sum with such Interest as

Pagodas Rent and for the Residue I promise to sell you the said Garden according to the Valuation of four other Persons. Commencing from the Year Parteapa or 1768. you are to Pay at 2 Pagodas for Nuercooley or Watering hire and Place the same to an Account as Security for the said Sum We have mortgaged to you the Paravanah. Thus We do give this Mortgage Bond of a Garden by our Consent Witnesses Shick Sader Saib and Sinigara Moodetier by their knowledge drawn by Venkatachellum Conicoply—

Witness Signed
Saravanen

The Mark of Vaittooma Bibey
Dr. of Nayer Saib by the Consent
Shamed.....

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

Sorbarayam
Interpr.

A true Copy

Chas. Baker

B

Translation of a Bond or Obligation Dated the 8th Vyasee Month in the Year called Sarrovagittoo or Answering to Anno Domini the 18th of May 1767.—

I Vaittooma Bibey Widow of Meerda Doo Shamed and their Relations of Mossalaman Cast of Saint Thome do give this Bond to Sadasheva Moodelier of the same place That is to Say—

On our urgent Occasion We have Borrowed and Received of you the Sum of (60) Sixty Cum

Pagodas which Sum we promise to Pay you with such Interest as may become due thereon at the Rate of 18th ℘ Cent ℘ Annum together with the Principal and Interest of a Bond of Three hundred Pagodas on or before the 30th Auney in the Year called Carah or Answering to Anno Domini the 9th July 1771. and Redeem the Garden — Thus We do give this Bond by my Concent — Witnesses Saravana Pilla Conicoply of Dastagery Saib and Singara Moodeliar of Sanittalavar Cast by their knowledg drawn by Venoatackelum Conicoply —

Witnesses (Signed) The Marke of Vattooma Bibey
Saravanen Do. of Shamed
Singaram

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

Soobaroyam
Interpr.

A true Copy
Chas. Baker

Translation of a Bond or Obligation Dated the 25th Arpesey Month in the Year called Vechoorthey or Answering to Anno Domini the 5th November 1770.

I Samohomed Saib Son of Mahomed Meerza Copoo and his Mother Vattooma Bibey of Esoolaman Cast of St. Thome. We both do give this Bond to Raugustsey Sadasheva Moodeliar of the same place — That is to say —

We indebted unto Mooteyalos Chitty the Sum of (50) Fifty Pagodas which Sum you will Pay to him and keep this as Our Bond, and you will charge Interest at the Rate of 9 ℘ Cent ℘ Annum and Paid your self out of the Produce of the Garden from this Month — This We do give this Bond by our Consent — Witnesses Telesingam Naick Son of Goorvhapa Naick & Covoor Iya Moodeliar by their knowledge drawn by Vaudeyar Mootucomarem. —

Witnesses (Signed) The Marke of Samohomed
Iyah

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

Soobaroyam
Interpr.

A true Copy
Chas. Baker

D

Statement of Account Current as Settled with Shamshend by Sadasewah Moodely —

1766 July	10th	To Amount Principal of a Mortgage Bond of this date (for securing the Payment of which the Garden now Seized and advertized for Sale by Order of Court was Originally Mortgaged unto Sadasewah Moodeliar Signed or Marked by Vauthmabeeby the Mother & one of the Petitioners Named Nauzar Saib	300..		
		To Interest on Do. from 10th July 1766 (as One Years Produce of the Garden was received in lieu of Interest (to 10th July 1774 being 8 Years @ 12 ℘ Cent	288..	588..	
1767 May	18th	To Amount Principal of a Bond	60..		
		To Intt. on Do. to 10th July 1774 as 7 Y. 1 M. 23 D @ 12 ℘ Cent.	51.. 18.. 32	111.. 18.. 32	
1770 Novr.	5th	To Amount Principal of a Bond	50..		
		To Intt. on Do. for 3 Y. 8 M. 6 D @ 12 ℘ Ct. ℘ an. ...	16.. 24.. 12	66.. 24.. 12	
				766.. .. 44	
		To 8 Years Rent or Principal pd. to Circar	16..	782.. .. 44	
		Ded. the Amount of Garden Rent from 10th July 1766 to 10th July 1774 @ 24 Pagodas ℘ Year	192..		
		Ded. what was allowed Shamamed at Sadasewah Moodelier own Account as he alledged that the Garden hath Produced More than the Rent Contracter.	71.. 25.. 76	263.. 25.. 76	
				518.. 16.. 48	

	Brought forward		518.. 16.. 48	
	To Interest on Pagodas 360 (being the amount of two Bonds (from 10th July 1774 to 11 July 1782 being 8 Years @ 12 ℘ Cent	345.. 25.. 32		
	To Intt. on Pags. 50 to 11 July 1781 .. 8 Years @ 9 ℘ Cent	36..	381.. 25.. 32	
	Pagodas		900..	

(Signed) [illegible]

A true Copy

Chas. Baker

E

Translation of a Mortgage Bond Dated the 27th of Audy Year called Soabakeroodu Malaber Style answering to Anno Domini the 17th of August 1782 —

I Shamud Son of Mierdut Saib and my Relation of Moosalman Cast of St. Thome do give this Mortgage Bond to Velleyapah Moodelier Son of Nellapah Moodelier of Torlovavellalah Cast of the same place — That is to say —

On Our urgent occasion We have mortgaged to you our Garden situated on the East side to Linge Chitty's Gardin on the west side to Dastagery Saibe Garden — On the North side to Syad wosans Garden and on the South side to Abdul Baboo Cawns Garden, together with the Paravanah of the said Premises. I have settled the Account with Sadasewah Moodely and for the Sum I endebted to him you have undertake to pay him (900) Nine hundred star Pagodas Current Money of Madras, which Sum I promise to pay

become due thereon at the rte of 12 ps Cent ps annum Indefault of the said Payment than you are impowered to sue in the Magors Court and sell the same in Public Outcray if there shall be werplus which you should return to me but if you meet with deficiency which I promise to make a good — Thus I do give this Mortgage Bond by my Consent — Witnesses Ayanumpakum Mootucomarapah Moodelier and Tucoolum Tumboo Chetty by their Knowledge drawn by Eresapen Conicoply of Perumboor

Witnesses (Signed)
Mootucomarapen
Tumboo Chetty

(Signed)
The mark of Shamud
A True Translation as near as can be from the Malabar Language
Soobaroyam
Interpr.

A true Copy
Chas. Baker

F

Sawmy Moodaly and Moodoo Comarapa Moodaly severally make Oath that they were Present when a certain Mortgage Bond bearing date the Seventh day of August One Thousand seven hundred and Eighty two was Executed by Shamud by his the said Shamud putting his Marke thereto that the day following in the Morning those Deponents happened Accidentally to be at the House of Malaca Veneatashellum where Vellayapa Moodely by the Mortgagee mentioned in the said Mortgage Bond at that time lived when the aforesaid Shamud with his Brother Nausar mahomed Saib likewise came to the House of the said Malaca Veneatashellum where the said Vellapah Moodaly then was and that the aforesaid Nausar Mahomed Saib asked the said Vellayapa —

the said Vellayapa Moodaly answered that the Person who had the said Mortgage Bond under his care, was gone out and desired the said Shamud and Nausar Mahomed Saib to call another time which they Promised to do —

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

Chas. Baker

Saravanah Pillah
Mootoal Chitty
Iyanambawkum
Mootu Comarapah
Moodaly
Taccolum Tamboo
Chitty
Canatoor Sawmy
Moodelly

Interrogatories to be administered To such Witnesses as shall be produced Sworn and Examined in a Certain Matter now in dispute in a Certain Cause before this Honble the Mayor's Court at Madraspatnam wherein Vellayapah Moodaly of Madras Inhabitant is Complainant and Shamed Saib of the same place Inhabitant Defendant

In The Petition of

Fauthmauh Bibby the Widow of Mahomed Moon deceased Mahomed Gaws and Mahomed Nawsar.

On the part and behalf of this Respondent the Said Vellyapah Moodelly —

To all the Witnesses 1st. Interrogatory Do you know the Parties Complainant and the Petitioners in the Title of these Interrogatories named, If yea how long have you so known them or either and which of them declare —

Saravana 2nd. Interrogatory Did or did not the said Petitioners or either or any of them some time in the Month of July in the year of our Lord One Thousand Seven hundred and Sixty five or at any other time and when jointly or how otherwise apply to One Shadaseva Moodaly for the Loan of any Sum or Sums of money and to what amount If yea what Security was given or offered for the same by the Said Petitioners to the said Shadaseva Moodally —

3^d. Interrogatory Look at the two Cadjan Bonds now produced and shewn to you Marked A and B and are they

by the said Petitioners or Some of them for the Several Sums borrowed and received by them of and from the said Shadaseva Moodaly and is or is not the name Saravanah thereunto respectively Subservised as a Witness to the Contents thereof of your own proper hand writing and were you or were you not present at the several and respective Executions ther of —

Mootal Chitty 4th. Interrogatory Were the Petitioners or were they or either of them not and whom by name indebted to you in the sum of Fifty Pagodas and did you or did you not press the Petitioners or either and which of them for payment of the same and was you not in like manner indebted to one Shadaseva Moodelly in a Sum of Money exceeding the sum of Fifty Pagodas or some other and to what Amount and did or did not the said Petitioners or some of them desire and request the said Shadaseva Moodaliar to give you Credit for the said Sum of Fifty Pagodas and did or did not the said Shadaseva Moodaly accordingly Credit you for the same and did or did not Shamud Saib the defendant in the Title of these Interrogatories named or any other and whom grant Shadaseva Moodaliar a Cadjan Bond or Obligation for the said Sum of Fifty Pagodas and was or was it not so granted by the Consent and approbation of the said Petitioners or by some of them and by which and is or is not the Bond Letter C now shewn to you the same granted by the said Petitioners or some of them to the said Shadaseva Moodaliar —

Iyanambawkum Mootu Comarapah Moodaly
Taccolum Tomboo Chitty
and Canatoor Sawmy
Moodaly

5 Interrogatory Were you or were you not present when Shadaseva Moodaliar and the Petitioners in the Title of these Interrogatories named did settle and Adjust

accounts together touching and respecting those Mortgage Bonds or
Obligations of the Premises in question and did there or did there
not appear a Balance of Nine hundred Pagodas or any other
and what Sum to be due from the Petitioners to the said Shada-
-sheva Moodaliar and to you or do You not know whether the
said Shadaseva Moodaly was at the same time or any other and
when Considerably indebted to the Respondent in the Title of these
Interrogatories named and pressed for payment and did this
Respondent or did he not agree to accept of fresh Mortgage Bond
of the Premises in question from the Petitioners to the said
Amount of Nine hundred Pagodas or any other and to what
Amount in Lieu of the debt due to him from Shadaseva Moo-
-daliar as aforesaid and did or did not the said Shadaseva Moo-
-daly accordingly desire and Request the Petitioners to grant
this Respondent a Mortgage Bond of the said Premises in
question or any other and upon what Premises for the said
Sum of Nine hundred Pagodas or any other and for what
Sum and did or did not Shamud Saib the defendant in the
title of these Interrogatories named or any other and whom
by the desire Consent and Approbation of the said Petiti-
-ners or some of them sign execute and grant the said Res-
-pondent or any other and whom the said Mortgage
Bond of the said Premises in question or any other for the
said Sum of Nine hundred Pagodas or any other and for
what Sum and were you or were you present at the
Execution thereof and did you or did you not see the