VOL 30

91-12045

25,000—4-5-12.

Block 7

Rack No.

Shelf No.

Serial No. 30

General No.

Petition in the Mayor's Court

88

5403

Title Deeds of the said Premises delivered back by the said Shadaseva Moodaly to the said Defendant or some of the said Petitioners and to whom and afterwards delivered over by the said Defendant or some of the said Petitioners to the Respondent.

Iyanam baukum Mootu Comarapak Moodaly and Tauolum Tomboo Chitty } 6th Interrogatory Look at the Cadjan Bond or Obligation now produced and shewn to you Marked Letter D and is it or is it not the same Mortgage Bond of the said Premises in question so given and granted by the said defendant Shamed Saib or any other and by whom and by the desire Consent and Approbation of the said Petitioners a some and which of them to this Respondent.

7th Interrogatory Lastly Do you know or Can you say any other matter or thing Material for the Respondent in the Title of these Interrogatories If you declare the same as you Know or do Believe together with the Reasons of such your Knowledge and Belief.

Chas. Baker

Respondents Atty

Translation of a Mortgage Bond Dated the 1st Audey Month in the year called Paurtcapa or 2nd of Jaffer Month Moor Style or Answering to Anno Domini the 10th July 1765.

I Vauttooma Bibey Widow of Meerados, Shamed of Moosalaman Cast of St. Thomé do give this Mortgage Bond to Sadashewa Moodelier Son of Comarapa Moodelier of Tooluwavellata Cast of the same Place. That is to Say.

Our Garden situated on the South said to Abdulbaboo's Garden, on the [illegible]t side to Dustagery Saibe Garden on the North side to Syed [illegible]ein's Garden, and on the East side to Linge Chitty's Garden is call[illegible] Mahomed Moorah's Garden which We have Mortgaged and Borrowed and Received of You the Sum of ($300) Three Hundred

Hundred Star Pagodas Current Money of Madras, Inlieu of Interest (of the said Sum) You will Enjoy the Produces of the Paddy field, Coconut Trees, Palmar trees, Mangoe Trees and Guaves trees for this Year; If I do not Pay You on the End of June next and Redum the said Garden then I bind myself to Pay You the said Sum with such Interest as may become due thereon at the Rate of 18 ℘ Cent ℘ Annum. From the Year called Veyah or 1766, Shall deducted out al 24 Pagodas Rent, and for the Residue I fromise to Sell You the said Garden according to the Valuation of four other Persons - Commencing from the Year Paurteapa or 1765 you on to Pay at 2 Pagodas for Neereroley 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 Shickbader Saib and Singara Moodelier by their knowledge drawn by Vencatachellum Conicoply. —

Witness Signed
Saravanen

The Mark of Vattooma Bibey
D°. of Nazer Saib by the Consent of Shamed

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

Soobaroyam
Interp^r.

A

This Exhibit marked A was Shewn to Servanah Pillah at the time of his Examination before me On the part of the Respondent in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Vellayapah Moodelly is Complainant and Shamed Saib is Defendant In the Petition of Tauthmal Bibby Mahomed

Mahomed Gaws and Mahomed Nawsar on the 17th Day of October Anno Domini 1785. —

J. Spalding
Ex^r.

Translation of a Bond or Obligation Dated the 8th Vyasee Month in the Year called Saroovagittoo or Answering to Anno Domini the 18th of May 1767 —

I Vattooma Bibey Widow of Meerdadoo Shamed and their Relations of Moosalaman Cast of S^t. 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 Current star Pagodas which sum We promise to Pay you with such Interest as may become due thereon at the Rate of 18 ℘ Cent ℘ Annum together with the Principal on or before the 30th Auney in the Year called Carah or Answering to Anno Domini the 9th July 1771. and Redum the Garden - Thus We do give this Bond by my Concent — Witnesses Saravana Pilla Conicoply of Dustagery Saib, and Singara Moodelier of Sanitalavar Cast, by their knowledge drawn by Vencatachelum Conicoply. —

Witnesses signed)
Saravanen
Singaram

The Mark of Vattooma Bibey
D°. of Shame. —

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

Soobaroyam
Interp^r.

(526)

B

This Exhibit marked B. was Shewn to Servanah Pillah at the time of his Examination before me on the Part of the Respondent in a Cause depending in the Hon'ble the Mayor's Court at Madraspatnam wherein Vellayapah Moodely is Complainant Shamed Saib is Defendant In the Petition of Fauthmauh Bibby Mahomed Gaws and Mahomed Nawsar on the 17th Day of October Anno Domini 1785.

J Spalding
Esqr

Translation of a Bond or Obligation Dated the 15th of Persey Month in the Year called Vickoor they are Answering to Anno Domini the 5th Novemb^er 1770.

I Saimchomed Saib Son of Mahomed Murja Capes, and his Mother Pattoomma Bibey of Cuslaman Cast of St. Thome, We both do give this Bond to Ranjustrey Sadashiva Modelier of the Same Place — That is to Say —

We indebted unto Mootyaloo Chitty the Sum of 50/ Fifty Pagodes, which Sum You will Pay to him and keep this as Our Bond, and you will charge Interest at the Rate of 9 p^r Cent p^r Annum and Paid Your self out the Produce of the Garden from this Month — This We do give this Bond by Our Consent — Witnesses Selesing am Naick Son of Gorrawapa Naick & Covor Iya Modelier, by their knowledge drawn by Vandayar Mootuomaren —

Witness Signed/ The Mark of Saimchomed —
Iyah

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

Soobaroyam
Interp^r

(527)

C

This Exhibit marked C was shewn to Mootial Chitty at the time of his Examination before me on the Part of the Respondent in a Cause depending in the Hon'ble the Mayor's Court at Madraspatnam wherein Vellayapah Moodely is Complainant and Shamed Saib is Defendant In the Petition of Fauthmauh Bibby Mamed Gaws and Mahomed Nawsar on the 31st Day of October Anno Domini 1785.

J Spalding
Esqr

Translation of a Mortgage Bond Dated this 29th of Andey Year called Soobakeros the Mallabar Style answering to Anno Domini the 7th of August 1782.

I Shamud Son of Murdub Saib and my Relation of Mussalman Cast of St. Thome do give this Mortgage Bond to Vellayapah Moodelier Son of Nellapah Moodelier of Prolavallalah Cast of the same place — That is to say

On Our urgent occasion We have mortgaged to you Our Garden situated in the East side to Lenge Chitty Garden on the West side to Dustagery Saibs Garden, on the North side to Syadavoo an Garden, and on the South side to Abdul Baubos Cauns Garden, together with the Cowrawah of the said Premises, I have settled the Accounts with Subbaroyah Moodely and for the Sum Indebted to him You have undertake to pay him 900/ Nine hundred star Pagodas Current Money of Madras, which sum I promise to pay You on or before the 7th of February 1783 with such Interest as may become due thereon at the rate of 12 p^r Cent p^r Annum In default of the said Payment then You are impowered to sue in the Mayor's Court and sell the same on Public Outcry — if there shall be overplus which You should return —

Return to me but if you meet with defiriency which I promise to make good — There I do give this Mortgage Bond by my Concent; Witnesses Ayanumpakum Mostu-comarapah Moodelier, & Tuccolum Tumboo Chitty, by their Knowledge drawn by Eresapen Conicoply of Perumboor —

Witnesses signed
Mostucomarapen
Tumboo Chitty —

(Signed)
The Mark of Shamed

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

Soobaroyam
Interpr.

D

This Exhibit marked D. was Shewn to Syanasubaw-kum Mostu Comarapah Moodelly & Tuccolum Tamboo Chitty at the respective times of their Examination before me — on the Part of the Respondent in a Cause depending in the Honorable the Mayor's Court at Madraspatnam wherein Vellayapah Moodellier is Complainant & Shamed Saib is Defendant In the Petition of Fauthmaah Bibby Maho-med Gaws & Mahomed Nawsar on the 17th October & 14th November anno Domini 1785 —

J. Spalding
Exr.

Mayor's Court at Madraspatnam

Between Vellayapah Moodaly of Madras Inhabitant Complainant and Shamed Saib of the same place Inhabitant Defendant — In the Petition of Fauthmauh Bibby the Widow of Mahomed Meer deceased Mahomed Gaws and Mahomed Nawdar —

On the Part of the Respondent.

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

Servanah Pillah of Sant Thomé Conecoply Aged 50 Years or thereabouts being Produced as a Witness in this Affair On the Part of the Respondent was on the 17th Day of October 1785. Signified at the Office of Mr Edward Ellis who is Attorney for the Petitioners by Vencatachillum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Vellayapah Moodelly in this Cause, and that he hath so known him twenty Years or thereabouts — and that he doth know the Defendant Shamed Saib in this Cause, and that he hath so known him about the same time — and that he also knows the Parties Petitioners in this affair and that he hath so known them twenty Years or thereabouts — and more Saith not to this Interrogatory —

2nd ..... To the Second Interrogatory this Deponent saith, that the Defendant and —

and Fauthmauh Bibby one of the Petitioners did apply to Sha-
-daseva Moodelly for the loan of three Hundred Pagodas for which they
offered to give a Mortgage on the Garden — and more Saith not to
this Interrogatory. —

3rd ..... To the third Interrogatory this Deponent saith, that on looking at the
mortgage Bonds marked A & B. produced at this the time of his Exa-
-mination he knows them to be the Bonds granted by the Defendant
and Fauthmauh Bibby one of the Petitioners to Shadaseva Moodelly
and that this Deponent did witness the said Bonds and acknowledges
his Name to be his own hand writing but he was not present when
the Bonds were delivered — and more saith not to this or the last
Interrogatory. —

[illegible]

Joseph Shawe
Deptg Exr.

Mayor's Court at
Madraspatnam

Between Vellayapah Moodaly
of Madras Inhabitant Complai-
-nat and Shamed Saib of the same
place Inhabitant Defendant —
In the Petition of Fauthmauh Bibby
the Widow of Mahomed Moen Dece-
-sed Mahomed Gaws and Mahomed
Nawsar.
On the Part of the Respondent

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

Mooteal Chitty of Madras Inhabitant Aged 70 Years or thereabouts being
produced.

produced as a Witness in this Affair On the Part of the Respondent was on the
31st Day of October 1785. Signified at the Office of Mr. Edward Ellis who is Attorney
for the Petitioners by Vencatachellum my Servant who also left him a Note of
the Name Title & 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 Deponend saith, that he doth know the
Complainant Vellayapah Moodelly in this Cause, and that he hath
so known him thirty Years & upwards and that he doth know the De-
-fendant Shamed Saib in this Cause, and that he hath so known him
thirty Years or thereabouts — and that he also know the Parties Petiti-
-oners in this affair and that he hath so known them about the
same time — and more saith not to this Interrogatory. —

4th ..... To the fourt Interrogatory this Deponent saith, that Fauthmauh Bibby
One of the Petitioners in this Cause did owe him fifty Pagodas for payment
of which he [illegible]catedly prossed her and this Deponent saith that he
at the same [illegible]ne was endebted fifty Pagodas to Shadaseva Moodelly
which Sum he gave Shadaseva Moodelly credit for at the desire of
Fauthmauh Bibby he also saith that the Defendant Shamed Saib
in the Title of these Interrogatories did grant a Cadjan Bond to
Shadaseva Moodelly for fifty Pagodas with the consent and
approbation of Fauthmauh Bibbe one of the Petitioners but he
doth not know whether Fauthmauh Bibby Signed the said Bond
or not a Receipt however in full was granted by Shadaseva Moo-
-delly to this Deponent — Upon producing the Bond Marked C.
to this Deponent he doth not know whether it is the same Bond
or not as he is ignorant of the Malaber Language — and More Saith
not to this or the last Interrogatory —

J. Spalding
Exr.

The Mark
of O Mootal Chitty —

Mayor's Court at
Madraspatnam

Between Vellayapah Moodelly of Madras Inhabitant Complainant and Shamed Saib of the same place Inhabitant Defendant In the Petition of Fauthmauk Bibby the Widow of Mahomed Meer deceased Mahomed Gaws and Mahomed Nawsar

On the Part of the Respondent

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

Iyanambawkum Mootu Comarapah Moodelly of Madras Inhabitant Aged 50 Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the 17th Day of October 1785. Signified at the Office of Mr Edward Ellis who is Attorney for the Petitioner by Vencatachillum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1st ... To the first Interrogatory this Deponent saith, that he doth know the Complainant Vellayapah Moodelly in this Cause and that he hath so known him ten Years or thereabouts—and that he doth know the Defendant Shamed Saib in this Cause, and that he hath so known him four Years or thereabouts—and that he does not know the Parties Petitioner in this Affair and more saith not to this Interrogatory—

5th ... To the fifth Interrogatory this Deponent saith, that he was present when Shadaseva Moodelliar Settled Account with the Defendant regarding some Mortgage Bonds when there appeared a balance due to Shadaseva Moodelly of Nine hundred Pagodas—That the said Shadaseva Moodelly was considerably indebted to the Respondent who

who pressing him for payment offered him a fresh Mortgage Bond for the balance due him Signed by the Defendant which Bond was accordingly executed by the Defendant and delivered in this Deponents Presence to the Respondent that this Deponent also saw the Defendt receive the title deeds of the Premisses from Shadaseva Moodelly which were afterwards delivered to the Respondent—But he does not know whether the Petitioners were ever concerned or consulted in regard to the transaction—and more saith not to this Interrogatory.—

6th ... To the Sixth Interrogatory this Deponent saith, that upon looking at the Bond Marked D produced at this the time of his Examination he knows it to be the Bond above mentioned but he knows nothing of its being granted with the appobation of the Petitioners.—and more Saith not to this or the last Interrogatory.—

[illegible]

Joseph Shawe
Depy Exr.

Mayor's Court at
Madraspatnam

Between Vellayapah Moodelly of Madras Inhabitant Complainant and Shamed Saib of the Same place Inhabitant Defendant In the Petition of Fauthmauk Bibby the Widow of Mahomed Meen deceased Mahomed Gaws and Mahomed Nawsar.

On the Part of the Respondent.

Depositions of Witnesses taken in this Cause by and before

before the Examiner in this Court as followeth—

Saccolum Somboochitty of Madras Redwood Merchant Aged 62 Years or thereabouts — being produced as a Witness in this affair on the Part of the Respondent, was on the 14th Day of November 1785 Sejoined at the Office of Mr. Edward Ellis who is attorney for the Petitioner by Veneatachelum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth. —

1st " — To the first Interrogatory this Deponent saith, that he doth know the Complainant Vellayapah Moodely in this Cause, and that he hath so known him twenty Years or thereabouts — and that he doth know the Defendant Shamed Saib in this Cause, and that he hath so known him two or three Years and that he doth not know the Petitioners in this affair — and more Saith not to this Interrogatory. —

5th " — To the fifth Interrogatory this Deponent saith, that he was not present at the adjusting of the Accounts between Shadaswa Moodelliar and the Petitioners touching and respecting three Mortgage Bonds or Obligations of the premises in question With respect to the Balance due to Shadaswa Moodelly this Deponent pleads total ignorant, as well as to Shadaswa Moodelly having incurred any considerable debt with Vellayapah Moodelly, but learnt from the Respondent Vellayapah Moodelly that Shadaswa Moodelly stood indebted to him on a/c of Money. this Deponent further Saith that he knows nothing of Vellayapah Moodelly having agreed to accept of a fresh Mortgage bond of the premises in question from the Petitioners for Nine hundred Pagodas, or any other

other in Lieu of the debt due to him from Shadaswa Moodelly. and that this Deponent doth not know whether Shadaswa Moodelly desired the Petitioners to grant this Respondent a Mortgage Bond or not. and further Saith, that he doth know that Shamed Saib the Defendant in this Cause did grant a Mortgage bond to the Respondent but doth not know if with the approbation or concurrence of the Petitioners — and that he doth not know if the Mortgage bond in question was for the premises or not. This Deponent saith, that he was present during the execution of the Mortgage bond — but that he did not see the Title deeds delivered back by Shadaswa Moodelly to Shamed Saib or the Petitioners, and adds that he doth not know to whom they were delivered afterwards — and more Saith not to this Interrogatory —

6th " — To the Sixth Interrogatory this Deponent saith, that the Cadjan Bond produced to him at the time of his Examination marked Letter D is the identical bond granted by the Defendant Shamed Saib to the Respondent but doth not know if with the consent of the Petitioner or not. — and more Saith not to this or the last Interrogatory. —

Joseph Shaw
Dep. Ex.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22nd day of August Anno Domini 1786

Present

Robert Ewing Esquire Mayor

Edward John Hollond and Edward Garrow Aldermen

Vellyapah Moodelliar

vers

Shamud Saib

Affidavit of Edward Jones of Notice of hearing Sworn to in Court and filed the 22nd June last Read.

Petition of Fauthamah Bibby and Others Read.

Answer Vellyapah with Copies of Several Exhibits Marked ABCDE & F Annexed Read.

Interrogatories on the part of the Respondent with Several Exhibits Marked ABC&D Annexed Read.

Four Depositions taken thereunto Read.

The Matter in dispute between the Petitioners Fauthamah Bibby Mahomed Gaws and Mahomed Nawsar and the Respondent Vellyapah Moodelliar Coming on to be Argued and determined this day in the presence of the Attorney for the Respondent the Attorney for the Petitioners having declined acting On Hearing the Pleadings made Use of by the Attorney for the Respondent, and on due Consideration had thereon This Court doth think fit to Orde and doth Accordingly Order that the Petitioners Petition do stand dismissed with Costs.

Huz

Filed in Court the 15th Augt 1786.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Joseph Pedro de Mallo of Madras Inhabitant that Canacapully Runga Naigloo of the same place Inhabitant stant Indebted unto Your Orator in the full and just sum of Three Hundred and Sixty six Pagodas Twenty Eight Fanams and Twenty eight 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 forty Six Pounds and thirteen 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 Canacapully Runga Naigloo bearing date the Seventh day of September or which was in the Year of Our Lord One Thousand Seven hundred and Eighty five 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 the Original or whereof are in Your Orators possession and Ready to be produced to this Honble Court when Required And whereas Your Orator hath frequently and in an Amicable manner Requested Payment of the said Sum of Three Hundred and Sixty Six Pagodas twenty eight fanams and twenty eighty Cash from the said Canacapully Rounga Naigloo.

But now so it is May it Please this Honble Court the said Canacapully Runga Naigloo Obstinately and wilfully Refuses to pay the Same or to give Your Orator any Manner of

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 Canacapully Runga Naigloo may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before setforth and allodged as fully truely and Effectually to all Intents and purposes as if the Same were again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Three Hundred and Sixty Six Pagodas twenty Eight fanams and Twenty eight 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 Canacapully Runga Naigloo 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 Decr for'n therein as to this Honble Court shall Seem Meet.

Hy Du Pin

Atty Complt.

Dr. Canacapully Runga Naigloo in Account Current With Mr. Joseph Pedro De Mello Cr.

								By Ballance	366	28	28
1785 Sept.	7th	To the Amount Principal of Your Mortgage Bond to me of this date	330	—	—						
1786 Augt.	10th	To Interest on Do. from 7th Septr. 1785 to this day is 11 Month & 3 days at 12 p Cent pr Annum	36	28	28						
		Pagodas	366	28	28			Pagodas	366	28	28

Madras 10th August 1786

E. E. Mr. Joseph P. D'Mello

True Copy

Hy Du Pin

Atty Complt.

Know all Men by these Presents that I Canacapully Runga Naigloo of Madras am held and firmly bound unto Mr. Joseph de Mello of the Same place in the penal Sum of Six hundred and Sixty /660/ Star Pagodas to the payment whereof well and truely to be made to the Said Mr. Joseph de Mello his heirs Executors, Administrators, or Assigns, I do hereby bind myself my heirs Executors and Administrators firmley by these presents In Witness whereof I have hereunto set my hand & Seal in Madras this Seventh day of September in the Year One Thousand Seven hundred and Eighty five.—

Whereas the above bound Canacapully Runga Naigloo hath borrowed and Received of the above Named Joseph de Mello the full and just Sum of Three Hundred and thirty /330 — / Star Pagodas

to run at Interest at the rate of Twelve per Cent per Annum pay-able in Two Months in default whereof the said Joseph de Mallo has full power and Authority to dispose my Garden Situated on the Road leading to the Mount as pr Bill of Sale thereof Registered in the Honble the Mayor's Court of Madraspatnam in Folio 296. N. 549. which said Bill of Sale I do hereby Mortgage Assign and set over unto the said Joseph de Mallo as a Sundry for the Payment of the said Sum of three hundred and Thirty Star Pagodas and Should it so happon to prove a deficiency in the payment of the Principal and Interest after the said Garden shall be sold, in that case I do hereby bind myself to the said Joseph de Mello for the re-mainder to Complaint the full payment of the Principal and In-terest of this Obligation.

Now the Condition of this Obligation as such, that of the above bound Caniacapully Runga Naigloo his Heirs Executors Administrators, or Assigns, Shall well and truely pay or cause to be paid unto Joseph de Mello his Heirs Executors, Administrators, or Assigns, the full and just Sum of three hundred and Thirty (330) Star Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect, otherwise to continue in full force and Vertue.

Signed Sealed and delivered
Where no Stamped Paper is to be had,
in the presence of
Antho^y D Costa

(Signed)
[illegible] (Sd)

true Copy
Hy Du Puy
Att^y Compl^t

Mayor's Court at
Madraspatnam

Tuesday the 29th day of August
Anno Domini 1786

Present
Robert Ewing Esquire Mayor
James Call and John Menzies
Aldermen

Between Joseph Pedro de Mallo of Madras Inhabitant Complainant and Canacapully Runga Naigloo of the same place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainant's Demand This Court doth there-fore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Hundred and Sixty Six Pagodas Twenty Eight Fanams and Twenty Eight Cash (Pagodas 366. 28. 28.) 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 18th Augt 1784.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Jane Munn at Madras Inhabitant That William Wilson administrator to the Estate and Effects of William Fox deceased stands Justly and truely indebted unto Your Oratrix the full and just Sum of Four hundred and Ninety Pagodas 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 Ninety Six Pounds 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 Oratrix prays may be admitted as part of this his Bill of Complaint. and Your Oratrix further sheweth unto this Honble Court that she hath as frequently and in an Amicable manner requested Payment from the said William Wilson as administrator as aforesaid of the said Sum of four hundred and Ninety Pagodas and forty Cash

But now so it is May it Please this Honble Court the said William Wilson Administrator as aforesaid Obstinately and willfully refuses to pay the same or to give your Oratrix any Manner of satisfaction Touching the Premises Your Oratrix therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good conscience To the End therefor that the said William Wilson Administrator as aforesaid may upon his corporal Oath full true direct and perfect answer make to all and singular her Matters and things herein before

set forth

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 Oratrix the aforesaid sum of four hundred and Ninety Pagodas 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 William Wilson as Administrator as aforesaid 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 and appointed then and there to Answer this Your Oratrix Bill of Complaint and further to Stand to and abide by such order and Decree therein as to this Honble Court shall seem Meet

Chas. Baker
Complainants Attorney

this 18th Augt 1784.

This Bill was shewn to me in the days of Adjournment let a Summons issue returnable Next Court Day

John Menzies
Mayor

William Fox To Jane Munn

		Dr.		
	To My Wages for three Years commensing in March the 16th at Pagodas 10 ff Month	360	"	"
January	To Cash Paid Hawkers for Goods	5	"	"
	To Ballance of an account due me	4	"	"
	To Cash paid to Carpentars	5	"	"
	To Do. lent you	3	"	"
February 6th	To 4 Gold Mores lent you Each par	18	"	"
	To 13 Dollars Do. Do. Do.	7	10	"
	To do. Carpenter angrey	3	"	"
	To do. Mr. Wallis for two Bottles Porter	1	"	"
	To 1 Pair of Shades	2	34	"
	To Cash Paid for Horse Gram	4	"	"
	To 5 Yeards of Blue Cloath at 4 " 22 ff yard	22	22	40
	To Paid Mr. Barrett for House Rent	16	"	"
	To 14 Gaineas lent You Each par	36	24	"
	Pagodas	490	"	40

Fort Saint George
17th Augt. 1784.

(Signed) Jane Munn

A true Copy
Chas. Baker

Filed 4th Octr. 1784.

The Plea and Answer of William Wilson of Madras Inhabitant Administrator of all and Singular the Estate and Effects Goods and Chattels Rights and Credits of William Fox late of Madras Victualler Deceased Defendant to the Bill of Complainant of Jane Munn also of Madras Inhabitant Complainant.

The said Defendant as Administrator of all and Singular the Estate and Effects Rights and Credits of William Fox late of Madras Victualler Deceased now and at all time hereafter Seving and reserving unto himself all and all manner of Benefits and Adventage of Exception to the many Errors untrthe uncertainties insufficiensies and Imperfection in the said Bill of Complaint Contained for Plea and Answer thereunto or unto so much thereof as he this Defendant is advised is material or Necessary for him as Administrator as aforesaid to Plead or make any Answer unto he this Defendant as Administrator as aforesaid Saith that the Several Charges stated and Exhibited by the Complainant in the Account Annexed to his said Bill of Complaint are such as this Defendant as Administrator as aforesaid conceives he is not bound to regard they being founded upon the bare declaration of the Complainant unsupported by any written obligation order or warrantry from the deceased in his Life time or from any Person or Persons whom soever Legally authorized by him for such purpose or Purposes wherefore the Defendt. or

or Administrator as aforesaid is advised that by force and Virtue of the Statute or Act of Parliament made and Passed in the Twenty ninth year of the Reign of our late Sovereign Lord Charles the Second Entitled "an act for Prevention of frands and Perjuries" he this Defendant as Administrator as aforesaid is Exempted from being Subject unto or liable to Answer such Demand as the Complainant hath in her said Bill of Complaint and Account thereunto Annexed Exhibited and Charged the Defendant with, for this Defendant as Administrator as aforesaid Saith that by the fourth Section of the said Act of Parliament it is Enacted and declared as follows that is to say "And be it further Enacted by the Authority aforesaid, that from and after "the said four and Twentieth Day of June no Account shall be brought "whereby to Charge any Executor or Administrator upon any Special "Promise to Answer Damages out of his own Estate, or whereby to Charge "the Defendant upon any Special Promise to answer for the Debt, "Default or Miscarriages of another Person; or to Charge any Person "upon any Agreement made upon Consideration of Marriage, or "upon any Contract or Sale of Lands, Tenements or Hereditaments, or "any Interest in or Concerning them; or upon any Agreement that is "not to be Performed within the Space of one Year from the making "thereof; unless the Agreement upon which such Action shall be "brought, or some Memorandum or Note thereof, shall be in Writing, "and Signed by the Party to be Charged therewith, or some other Person "thereunto by him Lawfully Authorized." which said Act of Parliament and every part thereof Standing unrepealed and being now in full force and Virtue as part of the Established Law of the Realm of England this Defendant as Administrator as aforesaid doth Plead the said Act of Parliament in Bar to the Complainants Demand in and by her said Bill of Complaint

Complaint and Account thereunto Annexed Stated and Charged against this Defendant as Administrator as aforesaid and against all and Every matter Charge or Suggestion therein Contained and alledged Against this Defendant as Administrator as aforesaid and humbly Prays the Judgement of this Honble Court thereupon and this Defendant not waiving or in any manner departing from his said Plea but humbly relying and insisting thereupon and Craving the Benefit thereof — He this Defendant as Administrator as aforesaid for the Satisfaction of this Honble Court and by way of Answer to the Rest and Residue of the Complainant said Bill of Complaint saith that After duly obtaining Letter of Administration from the Hings Ordinary to the Estate and Effects of the said William Fox Deceased as a Principal Creditor to the said Estate — He this Defendant proceeded to Act in the Premises in a Legal and as Beneficial a manner as Possible for the Advantage of the Estate and those Interested that having Appointed a Certain time for the Sale of the House hold Furniture Slaves and other Effects belonging to the Estate a Demand was made upon this Defendant as Administrator as aforesaid by the now Complainant in the name of Jean Wright who She Claimed Sundry articles and House hold Goods then in House formerly Occupied by the Deceased as her the now Complainants Property the Justness of which Demand this Defendant as administrator as aforesaid being unable to Ascertain from his own knowledge Enquired of those who were from their Situation and Connections with the Deceased the most likely to inform this Defendant from which Enquiry this Defendant had Reason to believe the Demand or great Part thereof unjust he therefore by the Advice

of his attorney at Law and in hopes of Avoiding the Expences and
trouble of a suit at Law — offered to deliver to the said Complainant
such Articles Goods wares or Property as she could prove aright unto
whereupon the said Complainant applied to her attorney and
Caused a list of some of the Articles which she had before de-
manded from this Defendant to be made out to the truth of which
She the said Complainant in the name of Jean Wright Deposed
and made Oath upon the holy Evangelists of almighty God —
before the Worshipfull John Menzies Esquire then and now
Mayor of Madraspatnam a Copy of which this Defendant
Prays have to Annex to this his Plea and answer as Containing
a list or Inventory of such Goods wares Or Effects as she the
Complainant then Declared that She had any Claim or
Demand for or against the Estate of the Deceased William Fox
and which Articles this Defendant as administrator as a-
foresaid was Ready and willing to deliver to the now Complai-
nant and Actually delivered to her the now Complainant
a large Bureau and Book case some Gold lace and Other Arti-
cles in the last Specified — But this Defendant saith that
his Readiness to acquiesce in what appeared to him just
and reasonable appears to have induced the now Complai-
nant to set up the Demand as Stated by the Account
annexed to the said Bill of Complaint aiming and in-
tending thereby to impose upon this Defendant as Ad-
ministrator as aforesaid and force him to Commit a
devistavit of the Estate and Effect committed to his
Charge

Charge by Allowing of or discharging an account Evidently fictitious and
the most Extraordinary that ever Produced in a Court of Justice the
whole of which Charges this Defendant as administrator as
aforesaid hath Reason to believe false and unjust and doth there-
fore as Administrator as aforesaid deny to stand Indebted
unto the said Complainant in the full and Just Sum of Four
hundred and ninety Pagodas and forty Cash Current Money
of Madras in manner and form as the same is unjustly stated and
Charged in the Complainant said Bill of Complaint and Account
thereunto Annexed or in any other Sum or Sums of Money what-
soever on the Contrary this Defendant as Administrator as-
foresaid saith that the said Complainant Stands Indebted unto
him this Defendant as Administrator to the Estate and Effects
of William Fox Deceased for one large Embossed Silver Coffee
Pot and two Silver Sauce or Butter boats which She the Complai-
nant Possessed herself of unjustly and as this Defendant is
informed hath Pawned or Pledged the same and Converted the
Money to her Own use without the Consent and against the
will of this Defendant as Administrator as aforesaid and that
She the Complainant Yet detains and withold the same un-
justly to the Damage and injury of this Defendant as Admi-
nistrator and to the said Estate — and this Defendant as Admi-
nistrator as aforesaid by way of observation upon the Sundry
Charges in the Account Stated and Annexed to the Complainants
said Bill of Complaint begs leave to remark the absurdity and
irregularity of the said Charges the first is for three Years Wages
Commencing —

Commencing the Sixteenth of March at Ten Pagodas per Month the Account Originating as of the Complainants own She-wing in the Year of Our Lord One Thousand Seven hundred and Eighty four — and having no other Year affixed or Sta-ted as and for any Stated time in which any of the Preten-ded Transaction took Place it must on the Opinion of this Defendant destroy itself and prove nugatory and void in the whole and every Part thereof — nor that this Defendant as Administrator as aforesaid any reason to believe that any of the Charges in the said Account Contained are Just but on the Contrary this Defendant as Administrator as aforesaid hath been informed and verity believes that She the now Complainant was Considerably Indebted to the Deceased in his Life time and that She is now Indebted to the Estate of the Deceased William Fox and to this Defend.t as administrator as aforesaid. —

All which matters and things this De-fendant as Administrator as aforesaid [illegible] is Ready and willing to Aver maintain and prove as [illegible] Honble Court shall direch and humbly Prays to be hence di[illegible]missed with his Costs and charges in this behalf most wrongfully Sustained —

Sworn to before me
this 5th Day of October 1784

John Minzies
Mayor

William Wilson

Edward Ellis
Atty for the Defdt

Sundry articles belonging to Jane Wright now at the Shope of the late William Fox Deceased Vizt

One Large Beasoan and Book Case
One Small Mahogany Beaurow
One Pair Sattin Slippers Cost 3 Pagodas
7. Yards of Gold Lace
a Guilt Hatch

Jane Wright of Madras Inhabitant ma-keth Oath and Saith that the above articles now in the Shop of the late William Fox Deceased are the Proper-ty of this Defendant left in the said Shop at the life-time of the said William Fox to be Disposed of on this Defendants Account. —

Sworn in Madras
this 25th Day of June 1784

(Signed) Jean Wright

Before me
(Signed) John Minzies
Mayor

a true Copy
Edward Ellis
Atty for the Defendt

Filed 29 November 1784

The Replication of Jane Mann of Madras Inhabitant Complainant to the Plea and Answer of William Welsh administrator to the Estate and Effects of William Fox Deceased Defendant

This Repliant Now and at all times hereafter saving and reserving to herself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the Defendants Plea and Answer contained for Repliecation thereunto Saith that the said Defendant as administrator as aforesaid Stands Indebted to the Repliant in the Sum of Four and Ninety Pagodas and forty Cash in the Manner and Form as the same is Charged in the said Bill of Complaint and for further Repliecation to the said Plea and Answer of the said Defendant this Repliant saith that the said Bill of Complaint as exhibited against the said Defendant as administrator as aforesaid for the sume of four hundred and Ninety Pagodas and forty Cash for Wages due and Money lent and advanced to the said William Fox in his lifetime as this Repliant by substantial and Creditable Witnesses can set forth and prove to this Honble Court when occasion shall be and required and for as much as the said Defendant as administrator as aforesaid in his said Plea hath averred that he doth not conceive himself bound to regard the several Charges stated and exhibited by the Repliant in the Account annexed to her said Bill of Complaint pretending that the same are founded upon the bare Declaration of this Repliant and unsupported by any Written Obligation Order or Warrants from

the deceased William Fox in his life time this Repliant positively asserts that a written Agreement as entered into between her this Repliant and the said William Fox in his life time which he the said William Fox upon some Differences that happened between them got Possession of and destroyed and that some time after where this Repliant was by Virtue of a Deed bearing Date the twenty fifth day of February which was in the Year of our Lord One thousand Seven hundred and Eighty two by Form of Law freed from the Power and Controul of her Husband Jhn Mann (although this Repliant declares that previous to such Deed being granted by her said Husband she had lived in the Capacity of a House keeper with the said William Fox during his lifetime) another Written agreement was entered into on the Part of the said William Fox a Copy of which this Repliant has annexed and exhibited with this her Repliecation and begs may be taken as Part thereof And for further Repliecation unto the Plea of the said Defendant this Repliant Saith and humbly insists as her Claim upon this Defendant as administrator as aforesaid arises for Wages due from the said William Fox in his lifetime to her this Repliant and for divers Sums of Money advanced by her during the time she so served him the said William Fox in the Capacity of a House keeper and Servant as aforesaid that she is lawfully entitled by the Usage and Custom of Time immemorial by which a Preference hath ever been given to pay and discharge Servants Wages to ask and demand of this Defendant as administrator as aforesaid the before mentioned Sum of Four hundred and Ninety Pagodas and Forty Cash in Manner and Form as the same

same is charged in his said Bill of Complaint and that he this Defendant as Administrator as aforesaid is bound and Obliged to pay the same although the two several Agreements above Mentioned had never existed neither does the Act passed in the twenty-sixth Year of the Reign of our late Sovereign Lord Charles the Second as in Part recited by this Defendant in his said Plea and answer in any wise concern or bear Relation to the Demand of this Repliant who as a Servant is entitled to wages by Law for her Services rendered And by way of further Replication to the Plea and answer of this Defendant this Repliant admits it may be true that she caused a List to be made out of some of the Articles which she had before demanded of this Defendant as Administrator as aforesaid as being her Property in the Manner and form the said Defendant in his said Plea and answer has stated but solemnly denies ever having told this Defendant or intimated in any wise or by any Means whatsoever that such List comprized the whole of the Claim or Demand she had against the Estate of the deceased William Fox as this Defendant seems to insinuate but moreover on the Contrary can prove by her One Servant whom she sent to this Defendant with the Account Current that he this Defendant then said he had not received any money as yet but would pay it when he did And as to the large embossed Silver Coffee Pot and Silver sauce or Button Heads which he this Defendant avers that this Repliant stands indebted to him in or Administration to the Estate and Effects of William Fox deceased This Repliant acknowledges to be true that the same were and are the Property of the said William Fox but declares that they were deposited with her by the said Wm Fox

Fox in his life time as a pawn or Pledge for the Sum of Eighteen Guineas and twenty Pagodas advanced him by this Repliant independant and exclusive of the Account Annexed to her said Bill of Complaint to the truth of which she can address sufficient Testimony should the same be Requisite as well as of her Never having been repaid or Reimbursed the same And this Repliant is by no Means deny but confesses the truth to be that she has likewise pawned or pledged the same but avers that she was compelled so to do by the Most pressing Necessity occasioned by this Defendant having so long and so unjustly withheld the claim she has upon him as Administrator as aforesaid and Repeatedly requested him to pay and which by the said Defendant so withholding this Repliant hath often been reduced to the greatest distress imaginable and obliged to dispose of several Articles of the House hold Furniture and wearing apparel to supply the common Exigencies of life but that with Regard to the aforesaid articles of Silver or Plate so deposited with this Repliant as aforesaid by the said William Fox in his life time she this Repliant is Ready at all times and doth hereby undertake that the same shall be forthcoming upon the said Defendant as Administrator as aforesaid Repaying her the Sum and Sums of Money with the Interest due thereon so lent and advanced by her as aforesaid on Account of the same or be accountable for the Amount thereof.

All Which Matters and things this Repliant is ready to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by her said Bill she hath already prayed

Chas Baker
Solr for Compt.

To all whom these Presents May concern William Fox of Madras Publican Send Greeting—

Whereas Jane Munn Wife of John Munn hath been separated from her Husband by Mutual Consent and under and by virtue of a Deed bearing date the Twenty fifth day of this Instant February by which said Deed the said Jane is at liberty to live where she please and free from the Controul of her said Husband and where as the said Jane being now an incumbred and at her One Liberty hath agreed to be My housekeeper and to take My affairs in hand which she hath promised to manage to the best advantage for my Welfare Now know ye that I the said William Fox in Consideration of the services to be Rendered to Me by the said Jane Munn Do hereby by promise and undertake to afford unto her every Protection and Administer every Comfort in My Power as some Consideration to the said Jane for the Loss of her Husband and that in Return for the pains she may undergo in Consiquence of her undertaking the settlement of My Concerns I do hereby promise to pay unto her own Hands the Sum of Ten Pagodas each and every Month during the time she may so Continue as my Housekeeper as aforesaid and discharge or Cause to be discharged all the duties incident to such a situation In Witness whereof I have hereunto set my hand and Seal in Madras this Twenty seventh day of February One thousand Seven hundred and Eighty two—

Fort Saint George
Febry 25th 1782——

/Signed/ Wm Fox

A true Copy

Chas Baker

Filed the 29th March 1785

The Rejoinder of William Wilson of Madras Inhabitant Administrator of all and Singular the Goods Chattels Rights and Credits of William Fox Deceased Defendant to the Replication of Jane Munn of Madras Inhabitant Complainant

The said Defendant as Administrator as aforesaid now and at all times hereafter Saving and Reserving unto himself as administrator as aforesaid all and all manner of Benefit and advantage of Exception that may hereafter be had or taken to the many Errors uncertainties unpertinancies and Manifest imperfections in the Complainant said Replication Contained for Rejoinder thereunto or unto so much thereof as He the Defendant as administrator as aforesaid is Advised to be material or necessary for him to Rejoin unto he this Defendant as Administrator as aforesaid doth Rejoin and say that his Plea and Answer to the Complainants Bill of Complaint and all and Singular the matters and things therein Contained, are good true Certain and sufficient in the Law to be Replied unto in such sort manner and form as the same are therein and thereby set forth and alledged and that the Replication of the said Complainant is very uncertain Impertinent Evasive and insufficient and for further Rejoinder to the Replication of the said Complainant this Defendant as administrator as aforesaid absolutely Denies to stand Indebted unto the said Replicants in the sum of Four Hundred and Ninety Pagodas and forty Cash Current Money of Madras—

Madras, for wages due and for Money Lent and advanced to the said William Fox in his Life time — or for or upon any Account cause matter or thing whatsoever, as is falsely Charged in the Complainants said Bill of Complaint and Replication — And this Defendant as administrator as aforesaid by way of further Rejoinder, saith that he doth not Conceive himself as administrator of William Fox bound by any Pretended writings or Agreements of the nature the one as Copy of which is annexed to the Complainants Replication, nor doth it in the least Concern him whether the Complainant and her Husband John Munn lived together or apart — the Asserted Conveyance of the Complainant Bars her of all right of action against Defendant if any cause wer Existed which this Defendant as administrator as aforesaid denies Ever to have been the case — and this Defendant as administrator as aforesaid further Saith that If the Defendant had any Just Claim against the Estate of William Fox Deceased or against this Defendant as the Administrator for the matters charged in her Bill of Complaint she ought to have made such Claim at the time she Demanded the Sundry articles of Furniture and other things in the Account Stated, Copy of which is annexed to this Defendants Plea and Answer, for if such Conduct as the Complainant have adopted was Countenanced or Allowed of, no Administrator or Executor would know how to Act or be able to Ascertain the just Claims upon them — for wch was to avoid and prevent Litigation that this Defendant as Administrator as aforesaid Complied with the Complainants Demand in manner and form as is Stated and Sworn in the Plea and Answer of this Defendant — and this Defendant as the Administrators of William Fox Deceased —

But

not waiving the advantage of Exception to the irregular Replication of the Complainant saith that from every Enquiry and Search made, and from what he has been informed he verily believes in his Conscience that the Complainant hath not any Just Pretence or foundation for a Claim of any kind or nature whatsoever, but that She is indebted unto the Estate and to this Defendant as administrator in manner and form as in and by this Defendants Plea and answer is fully and Particularly Shewn and Stated —

All which matters and things this Defendant as Administrator as aforesaid 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 Plea and answer as administrator as aforesaid he hath already Prayed —

Edward Ellis

Atty for the Defendant

Interrogatories to be Administred to Witnesses to be produced Sworn and Examined in certain Cause depending in the Honble the Mayors Court at Madraspatnam wherein Jane Mann is Complainant and William Wilson Administrator to the Estate and Effects of William Fox deceased is Defendant.—

On the Part and behalf of the Complainant

Veera Sawmy

1st Interrogatory Do You know the Parties Complainant and Defendant in the Title of these Interrogatorys named or any and which of them and how long have You known them and any and any and which of them Respectively declare the truth and Your knowledge herein.—

2d Interrogatory Did You or did You not know William Fox in the Title of these Interrogatorys named in his life time if You did you or did Your not live at any time with the said William Fox and for how long and in what Capacity.—

3d Interrogatory Do You or do You not know whether the above named Complainant lived with the said William Fox in his life time and for how long and in what Capacity.—

4th Interrogatory Do You or do you not know whether the said Complainant at any time or times advanced any Sum or Sums of Money on Account of the House or their Expences if you to what Amount and to You or do You not know or did you ever hear the said William Fox in her life time promise to repay to

to the said Complainant the Sums of Money so respectively advanced by her.—

Interrogatory Lastly Do you know of any other Matter or thing or have you heard or can You say any thing touching the Matters in Question in this Cause that May tend to the Benefit and advantage of the Complainants in this Cause Beside what you have been already interrogated unto declare the same fully and at large as if You had been particularly interrogated.—

Chas. Baker
Complainant Attny

Mayors Court at
Madraspatnam

Between Jane Mann Complainant and William Wilson administrator to the Estate and Effects of William Fox deceased Defendant

On the Part of the Complainant

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

Veera Sawmy Writer to Mr. Fox Aged 29 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 7th Day of June 1785. Signified at the Office of Mr. Edward Ellis who is Attorney for the Defendant by Venkatachellum my Servent who also left him a Note of the Name Title and Place of Abode of the

the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Janee Mann in this Cause and that he hath so known her three Years or thereabouts — and that he doth know the Defendant William Wilson 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 served the Complainant as a Waiter for a year and a half and more saith not to this Interrogatory. —

3rd ..... To the third Interrogatory this Deponent saith, that the Complainant lived with the defendant at the time he served him but in what Capacity or how long he does not know — and more saith not to this Interrogatory —

4th ..... To the fourth Interrogatory this Deponent saith, he recollects that the Complainant in the absence of the Defendant and by his order did pay some small Bills to Hawker and others for Goods bought by the Defendant — This Deponent does not know the Amount but he heard the Defendant promise to pay the Complainant what she had advanced — and more saith not to this or the last Interrogatory. —

J. Spalding
Ext.

Veerasawmy

Jews
Hunt
Smith

Interrogatories to be administered to Witnesses to be produced Sworn and Examined in a Certain Cause depending in the Honble the Mayors Court at Madraspatnam Wherein Janee Mann is Complainant and William Wilson administrator to the Estate and Effects of William Fox deceased is Defendant.

On the Part and behalf of the Compl^t.

To all the Witnesses 1st Interrogatory Do you know the parties Complainant and Defendant in the Title of these Interrogatorys named or any and which of them and how long have you known them and any and which of them Respectively declare the truth and your knowledge herein —

2nd Interrogatory Did you or did you not know and were you or were you not Acquainted with William Fox in the Title of the Interrogatories named if yea Did you at any time live with the said William Fox in his life time and for how long and in what Capacity did you so live with him —

3d Interrogatory Did you or did you not know or have you heard or have you any Reason to believe that some and what Agreement was at any time entered into between the said William Fox and the above named Complainant and to what Purport did you know or hear or had you reason to believe the same was. —

4th

4th Interrogatory Have You or have you not ever seen the said William Fox write and are You well acquainted with his Hand writing if yea can You or can You not Swear that the Name William Fox at the Bottom of the Paper Writing now produced to You in the proper Hand Writing of him the said William Fox

5th Interrogatory Do You or do You not know whether the above named Complainant ever lived with the said William Fox in his life time and for how long and in what Capacity and do you or do you not know whether the above named Complainant at any time or times lent and advanced to the said William Fox some and what Sums of Money and to what Amount.

6th Interrogatory Do you or do You not know or did You or did you not hear the said William Fox in his life time ever made any Promise of Payment of any sum or Sumes of Money so lent and advanced him by the above named Complainant.

Interrogatory lastly Do You know of any other Matter or thing or have you heard or can you Say any thing touching the Matters in Question in this Cause that may tend to the Benefit and advantage of the Complainants in this Cause Beside what you have been already interrogated unto declare the same fully and at large as if you had been particularly interrogated thereto.

Chas. Baker
Compltt atty

To all whom these presents may Concern William Fox of Madras Publican Sends Greeting

Whereas Jane Munn wife of John Munn hath been Separated from her Husband by mutual Consent and unde and by virtue of a Deed bearing date the Twenty fifth day of this Instant February by which said Deed the said Jane is at Liberty to live where she please and free from the Controul of her said Husband and whereas the said Jane being now unincumbred and at her own liberty agreed to be my House keeper and to take my affairs in hand which she hath promised to manage to the best advantage for my Welfare Now know ye that I the said William Fox in Consideration of the services to be rendered to me by the said Jane Munn Do hereby promise and undertake to afford unto her every protection and administer every Comfort in my power as some Consolation to the said Jane for the loss of her Husband and that in Return for the pains she may undergo in Consequence of her undertaking the Settlement of my Concerns I do hereby promise to pay unto her own hands the Sum of Ten Pagodas each and every Month during the time she may so Continue as my House keeper as afore said and discharge or Cause to be discharged all the duties incedent to Such a situation In Witness whereof I have hereunto set my hand and Seal in Madras this Twenty Seventh day of February One Thousand Seven hundred and Eighty Two

Fort Saint George
Febr. 27th 1782

Wm Fox

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This Exhibits was shewn to Thomas Ivis, Thomas Smith Thomas Hunt & Caldwell Bennett at the Respective times of their Examination before me at the Part of the Complainant in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Jane Munn is Complainant and William Wilson Administrator to the Estate and Effects of William Fox deceased is Defendant on the 10th June 9th August 15th November & 20th Day of December Anno Domini 1785.

J Spalding
Exr

Mayor's Court at
Madraspatnam

Between Jane Munn and
William Wilson Administrator to the
Estate and Effects of William Fox
deceased Defendant —
On the Part of the Complainant

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

Thomas Ivis of Madras Inhabitant Aged 30 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 10th Day of June 1785 Signified at the Office of Mr Edward Ellis who is Attorney for the Defendant 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

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Jane Munn in this Cause, and that he hath so known her five Years or thereabouts — and that he doth know the Defendant William Wilson in this Cause, and that he hath so known him Two Years or thereabouts and more saith as to this Interrogatory

2d ..... To the Second Interrogatory this Deponent saith that he never did live with Mr Fox and more saith not to this Interrogatory —

3d ..... To the third Interrogatory this Deponent saith that he knows there was an Agreement between the Defendant and Complainant about Wages but he knows nothing further of the purport of this agreement and more saith not to this Interrogatory —

4th ..... To the fourt Interrogatory this Deponent saith that the name William Fox at the bottom of the agreement produced is the hand writing of the Defendant — and more saith not to this Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith that the Complainant lived with the Defendant three or four Years and that the Defendant was in the use of occasionally small Sums from the Complainant but he does not know how their accounts stood at the time of the Defendants Death — and more saith not to this Interrogatory —

6th ..... To the Sixth Interrogatory this Deponent saith that he never did hear the Defendant promise to pay the Complainant any Sums of Money and more saith not to this or the last Interrogatory —

Thomas Ives —

J Spalding Exr

Mayors Court at
Madraspatnam

Between Jane Munn Complai-
-nant & William Wilson Adminis
-trator to the Estate and Effects of William
Fox deceased Defendant.

On the Part of the Complainant.

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

Thomas Hunt of Madras Soldier Aged 23 Years or thereabouts. being
produced as a Witness in this Cause On the Part of the Complainant was on
the 15th Day of November 1786 Signified at the Office of Mr Edward
Ellis who is Attorney for the Defendant by Vendatachellum my Servent who
also left him a Note of the Name Title and Place of abode of the said Depo-
-nent and afterwards on the same Day being Sworn and Examined Depo-
-seth as followeth —

1st ..... To the First Interrogatory this Deponent saith that he doth know
the Complainant Jane Munn in this Cause and that he hath
so known her since the Year One thousand Seven hundred and
Eighty three — and that he doth know the Defendant William Wil
-son in this Cause and that he hath so known him from
March One Thousand Seven hundred and Eighty four — and
more saith not to this Interrogatory. —

2nd ..... To the Second Interrogatory this Deponent saith that he
lived in the Capacity of a Servent to William Fox from the Month
of December One thousand seven hundred and Eighty three to
May One thousand Seven hundred and Eighty four and more saith
not to this Interrogatory. —

D —

3d ..... To the third Interrogatory this Deponent saith that he had heard that
there was an Agreement subsisting between Jane Munn and the said
William Fox but of what nature he is ignorant — and more saith not
to this Interrogatory. —

4th ..... To the fourth Interrogatory this Deponent saith that he is well
acquainted with the hand writing of William Fox and can Swear
to the signature annexed to a paper which was produced to him at the
time of his Examination — and more saith not to this Interrogatory

5th ..... To the fifth Interrogatory this Deponent saith that the said Jane Munn
lived in the family of William Fox in the Capacity of a Housekeeper for
the Space of three Months — That the said Jane Munn had adven-
-ced to William Fox at Different periods divers Sums of Money in
Pagodas & Guineas for the said Jane Munn repeatly in the hea-
-ring of this Deponent was urgent to be Repaid — but that the said
William Fox always pleade poverty — and more saith not to this
Interrogatory. —

6th ..... To the Sixth Interrogatory this Deponent saith that he abso-
-lutely heard, the said William Fox declare, that he would when
convenient repay the said Jane Munn the Different Sums of
Money She had advanced him — and more saith not to this
or the last Interrogatory. —

J Spalding
Exr

Thos Hunt

Mayor's Court at
Madraspatnam

Between Jane Munn Complainant and William Wilson administrator to the Estate and Effects of William Fox deceased Defendant

On the Parte of the Complainant

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

Thomas Smith of Madras Inhabitant Aged 25 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 9th Day of August 1785 Signefied at the Office of Mr. Edward Ellis who is Attorney for the Defendant by Venatachellum 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 Complainant Jane Munn in this Cause, and that he hath so known her from fifteenth July One Thousand Seven hundred and eighty two — and that he doth know the Defendant William Wilson — 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 lived with Mr. Fox in the Capacity of a Clerk four or five months and more Saith not to this Interrogatory. —

3rd ..... To the third Interrogatory this Deponent saith, that he knows

of no Agreement that was ever entered into between Mr. Fox and the Complainant — and more Saith not to this Interrogatory. —

4th ..... To the fourt Interrogatory this Deponent saith, that he believes the hand writing at the Bottom of the Exhibit produced at this the time of Examination to be the real Signature of Mr. Fox — and more Saith not to this Interrogatory. —

5th ..... To the fifth Interrogatory this Deponent saith that the Complainant did live with Mr. Fox some time and that he has known her lend Mr. Fox sums of Money upon different Occasions — and more Saith not to this Interrogatory. —

6th ..... To the Sixth Interrogatory this Deponent saith, that he does not know of any Promise of payment made by Mr. Fox, but he collectes his telling the Complainant that in case of his death she would be wise in Securing his Pocket Book as it Contained Bills on the Honble Company from which he might pay herself — and more Saith not to this or the last Interrogatory. —

J. Spalding
Ex.t

Thos. Smith. —

Russel
Bingham
Ledsham
Barrett
Dalton

Cross Interrogatories to be Administered to Witnesses to be produced Sworn and Examined in a Certain Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Jane Munn is Complainant and William Wilson Administrator to the Estate

Deceased is Defendant

On the Part and behalf of the Compl.t

All the Witnesses } 1st Interrogatory Do you know the Parties Complainant and Defendant in the Stile of these Interrogatories named or any and which of them and how long have you known them and any and which of them Respectively declare the truth and your knowledge herein. —

Russel. Bingham } 2nd Interrogatory Did you or did you not know William Fox in the Stile of these Interrogatories named in his life time if Yea Do you or do you not know whether the said Complainant did or did not live with the said William Fox during his life and for what length of time and do You or do You not know whether the said Complainant did at any time or times whilst she lived with the said William Fox advance any and what Sum or Sums of Money on Account of the House or other Expences or whether she did or did not lend the said William Fox any and what Sum or Sums of Money if Yea to what Amount. —

Russel. Bingham & Ledsham } 3rd Interrogatory Do You or do You not know or did you ever hear the said William Fox in his life time promise to Pay to the said Complainant any Sum or Sums of Money so lent and advanced by her as aforesaid or ever Acknowledge that he was in her Debt or that she had so lent and advanced him any and to what Amount

Barrett. 4th Interrogatory Did You or Did You not know or have you heard or have you any Reason to believe that at any time and what Agreement was at any time entered into between the said William Fox and the above named Complainant and to what Purport

Purport did You know or hear or had Reason to believe the same was. —

5th Interrogatory Have You or have you not ever seen the said William Fox write and are you well Acquainted with his Hand writing if You can You or can You not swear that the Names William Fox at the Bottom of the Paper writing now produced to You in the proper Hand Writing of him the said William Fox Have produced the Agreement between Wm. Muner and Wm. Fox. —

Dalton. 6th Interrogatory Were you or were You not a Prisoner during the late War with Hyder Ally if Yea from what time and for how long if Yea in what Capacity or way of life were You when taken Prisoner and when did You return to Madras after you were Released. —

Interrogatory Lastly Do You know of any other Matter or thing or have You heard or can You say any thing touching the Matters in Question in this Cause that may tend to the Benefit and Advantage of the Complainants in this Cause beside what You have been already interrogated unto Declare the same fully and at Large as if you had been Particularly interrogated thereto

Chas. Baker
Compl.t Attj. —

Mayor's Court at Madraspatnam

Between Jane Munn Complainant and William Wilson Administrator to the Estate and Effects of William Fox deceased Defendant.

On the Part of the Complainant.

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

Thomas Ledsham of Madras Deputy Sheriff Adge about 34 Years — being produced as a Witness in this Cause On the Part of the Complainant was on the 17th Day of December 1785. Signefied at the Office of Mr. Edward Ellis who is Attorney of the Defendant by Vencatachellum 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 Complainant Jane Munn in this Cause, and that he hath so known her about two or three Years before the decease of William Fox — and that he doth know the Defendant William Wilson in this Cause, and that he hath so known him a short time before the death of William Fox — and more saith not to this Interrogatory.—

3rd ..... To the third Interrogatory this Deponent saith, that he doth not recollect that William Fox ever promised to repay Jane Munn any Sum or Sums of Money — neither doth he know that the said William Fox was ever indebted to her. — and more saith not to this or the last Interrogatory.—

Thos. Ledsham

Joseph Shawe
Actg Exr.

Mayor's Court at Madraspatnam

Between Jane Munn Complainant and William Wilson Administrator to the Estate and Effects of William Fox deceased Defendant.

On the Part of the Complainant

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

Cottrell Barrett of Madras Merchant Aged 43 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 20th Day of December 1785. Signefied at the Office of Mr. Edward Ellis who is Attorney for the Defendant by Vencatachelum my Servent who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwords on the Same Day being Sworn and Examined Deposeth as followeth.—

1st ..... To the first Interrogatory this Deponent saith that he hath known Jane Munn Complainant in this Cause about four or five Years, — and that he hath also know William Wilson Defendant in this Cause about Twelve Months — and more saith not to this Interrogatory.—

4th ..... To the fourth Interrogatory this Deponent saith that he heard that the said William Fox did agree to pay a certain monthly Stipend to the said Jane Munn, who at that time acted in the Capacity of a housekeeper, and that a Wretter agreement for the abovementioned purpose had been drawn up by Mr. Popham the Lawyer — and more saith not to this Interrogatory.—

5th ..... To the fifth Interrogatory this Deponent saith that he doth not know if the Paper to which the Name of William Fox is affixed and

Now

now produced to him at this the time of his Examination be of the proper hand Writing of the said William Fox — and more saith not to this Interrogatory. —

To the last Interrogatory this Deponent saith that Since his former Examination on looking over his papers it appears he or his Servent have Received about five or Six Pagodas of Jane Munn on Account of the said William Fox and more saith not to this Interry

J. Spalding
Ex.

Mayors Court at Madraspatnam

Between Jane Munn Complainant and William Wilson Administrator to the Estate and Effects of William Fox deceased Defendant

On the Part of the Complainant.

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

William Dalton of Madras Cutwall Surjeant Aged about 41 Years being produced as a Witness in this Cause On the Part of the Complainant was on the 19th Day of December 1785. Signified at the Office of Mr. Edward Ellis who is Attorney for the Defendant by Vencatachellum 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 not know

know Jane Munn the Complainant in this Cause — but that he hath known William Wilson the Defendant in this Cause about four years — and More saith not to this Interrogatory. —

6th ... To the Sixth Interrogatory this Deponent saith, that he was a Presoner during the late War with Hyder Ally — and that he was captured about the fifteenth September One Thousand Seven hundred and Eighty and detained a prisoner three Years and Seven Months — this Deponent further saith that at the time of his Capture he acted in the Capacity of a Serjeant and that he returned to the Presidency about the Ninth May One Thousand Seven hundred and Eighty four. — and More saith not to this or the last Interry —

J. Spalding
Ex.

Witnesses Names.

Mr. Cottrell Barrett.
Thomas Hunt.
Penury Bingham.
Thomas Ledsham.
William Gardiner.
William Lewcock.
Michael Bernard.
William Russell.
William Dalton and
Daniel Mackenzie.

Interrogatories to be Administered to all such Witnesses as shall be Produced Sworn and Examined in a certain Cause now Depending and at Issue in the Hon'ble the Mayors Court at Madraspatnam, wherein Jane Munn of Madras Inhabitant is the Complainant, and William Wilson Administrator to all and Singular the Estate and Effects, Rights, and Credits of William Fox deceased is the Deponent

On the Part and Behalf of the above named Defendant. —

1st Interrogatory ... To all the Witnesses ...

Do You know, or do You not know the Parties Complainant. —

Complainant, and Defendant in this Cause and in the Title of these Interrogatories named, or either, and which of them — did you know, or did you not know, William Fox in his lifetime formerly of Madras Tavern Keeper but now Deceased, If yea? how long have you so known either and which of them particularly set forth and declare. —

2nd Interrogatory To Mr. Cottrell Barrett. } Did the Complainant in this Cause Jane Munn ever pay you any Money for House Rent for the use of William Fox, formerly of Madras Tavern Keeper but now deceased, If yea? how much was the Money — and when was such Payment made — set forth the whole of these matters to the best of your Knowledge, Remembrance and Belief together with your Reasons for such your Belief and the Truth declare. —

3rd Interrogatory To Thomas Hunt, Penury Bingham, Thomas Ledsham, William Gardiner, William Liwcock, Michael Bernard, William Vassell, William Datton and Danl. Mackenzie } In what Capacity did the Complainant Jane Munn, live with William Fox late a Tavern Keeper in Madras — but now deceased — how was her General Conduct and Behaviour — did she to your Knowledge or Belief serve the said William Fox in his live time faithfully and Carefully — or did she Board and live in his House for her Convenience or how otherwise — how long did she live in the House with him as a Servant or how otherwise the whole of these Matters particularly set forth and the Truth Declare. —

4th Interrogatory To Ditto } Have you any Reason to suppose that William Fox died Indebted to the Complainant Jane Munn, If Yea? to what Amount, and for what Consideration might such Debt arise — set forth the same fully and particularly to the best of your Knowledge Remembrance and Belief together with your Reasons for such your Belief, and the truth Declare. —

Last Interrogatory To all the Witnesses } Do you know of any other Matter or thing, or have

have you heard or can you set forth any thing touching the Matters in Question in this Cause that may tend to the Benefit or advantage of the Defendant, If yea? declare the same as you know, have 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 Defendt. —

Mayor's Court at Madraspatnam

Between Jane Munn of Madras Inhabitant Complainant and William Wilson Administrator to all and Singular the Estate and Effects Rights and Credits of William Fox deceased Defendant.

On the Part of the Defendant.

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

Cottrell Barrett of Madras Merchant Aged 43 Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the 24th Day of October 1785. Signified at the Office of Mr. Charles Baker who is Attorney for the Complainant by Vencatachellum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards in the same Day being Sworn and Examined Deposeth as followeth. —

To the first Interrogatory this Deponent saith, that he doth know the Complainant Jane Munn in this Cause and that he

hath so known her about three Years. and that he also knows William Wilson in this Cause, and hath so known him about one year. and that he had known William Fox deceased about three years preceding his death — and more Saith not to this Interrog.

2d ..... To the Second Interrogatory this Deponent saith, that the Complainant Jane Munn never did pay him any Money for House Rent for the use of William Fox nor does he to the best of his knowledge recollect any such Transaction — and more Saith not to this or the last Interrogatory. —

Joseph Shawe
Actg Exr.

Cottrell Barrett

Mayor's Court at Madraspatnam

Between Jane Munn of Madras Inhabitant Complainant and William Wilson Administrator to all and Singular the Estate, and Effects, Rights, and Credits of Willm. Fox deceased Defendant.

On the Part of the Defendant.

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

Thomas Hunt of Madras Soldier Aged 23 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Defendant was on the 15th Day of November 1785. Signified at the Office of Mr. Charles Baker, who is Attorney for the Complainant by Vencatachellum my Servant who

who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Jane Munn in this Cause, and that he hath so known her Since the Year One thousand Seven hundred and Eighty three — and that he doth know the Defendant William Wilson in this Cause, and that he hath so known him from March One Thousand Seven hundred and eighty four. — and that he had known William Fox deceased about the Year One Thousand Seven hundred and Eighty two — and more Saith not to this Interrogatory. —

2d 3. ..... To the Third Interrogatory this Deponent saith, that Jane Munn lived in the Capacity of a Housekeeper to William Fox — that the parties occasionally disagreed but that their little differences were soon adjusted this Deponent further saith that the said Jane Munn as for as came within the reach of his knowledge, always conducted herself with propriety and good faith towards the said William Fox, and was of great use to him in the management of his business — and that this Deponent believes Jane Munn to have resided with William Fox about three Years. — and more Saith not to this Interrogatory. —

4th ..... To the fourth Interrogatory this Deponent saith, that William Fox when on the said Jane Munn's intention of leaving his Service to go to Bengal — not being in Cash proposed to her to accept of Bills on Calcutta in part of payment having advanced her at that time about twenty Pagodas in Money — This circumstance passed in the hearing of this Deponent — and more Saith not to

this is the last Interrogatory —

J Spalding
Ex.

Thos Hurst

Mayor's Court at
Madraspatnam

Between Jane Munn of Madras Inhabitant Complainant and William Wilson Administrator to all and Singular the Estate and Effects Rights and Credits of William Fox deceased Defendt —

On the Part of the Defendant.

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

Penury Bingham of Madras Carpenter Aged 56 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Defendant was on the 20th Day of October 1785. Sworn at the Office of Mr Charles Baker who is Attorney for the 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 —

To the first Interrogatory this Deponent saith, that he doth know the Complainant Jane Munn in this Cause and that he hath so known her three Years — or thereabouts — and that he doth know the Defendant William Wilson in this Cause, and that he hath so known him five Years or thereabouts — and that he also did know William Fox in this Cause, and that he had — so known him seven Years —

Years or thereabouts — and more Saith not to this Interrogatory —

To the third Interrogatory this Deponent saith, that the Complainant lived with Mr Fox in the Capacity of a Housekeeper — that her General Conduct was that of a faithfull Careful Servant tho she was addicted to taking liquor occasionally — that a monthly allowance was given her by Mr Fox and that she paid nothing for her Board and that she lived three or four Years with Mr Fox and more saith not to this Interrogatory —

To the fourth Interrogatory this Deponent saith, that he does not know whether Mr Fox did indebted to the Complainant but he has heard her frequently tell him "given me my own and I will leave you tomorrow" — and More Saith not to this or the last Interrogatory —

J Spalding
Ex.

P. Bingham

Mayor's Court at
Madraspatnam

Between Jane Munn of Madras Inhabitant Complainant and William Wilson Administrator to all and Singular the Estate and Effects Rights and Credits of William Fox deceased Defendant —

On the Part of the Defendant

Depositions

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

Thomas Ledsham Deputy Sheriff of the Town of Madraspatnam Aged 34 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Defendant was on the 3rd Day of November 1785. Signified at the Office of Mr. Charles Baker who is attorney for the Complainant by Vencatachellum 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 Complainant Jane Munn in this Cause, and that he hath so known her Some Years — and that he doth know the Defendant William Wilson in this Cause, and that he hath so known him Some Years — and that he had known William Fox about three Years before his Death — and more saith not to this Interrogatory —

3d ..... To the third Interrogatory this Deponent saith, that he has frequently seen the Complainant very troublesome in the Neighbourhood being addicted to taking liquor but he doth not know in what Capacity she deliver with the deceased William Fox whether she Served him faithfully and Carefully or not — or whether she boarded in the House for her convenience or lived with him as a Servent — and More Saith not to this Interrogatory —

4th ..... To the fourth Interrogatory this Deponent saith, that he doth not know of any Sums being due by the deceased to the Complainant nor does he know of any money Transactions between them — and more Saith not to this or the last Interrogatory —

Thos. Ledsham

Joseph Shawe
Notry Pubc —

Mayor's Court at Madraspatnam

Between Jane Munn of Madras Inhabitant Complainant and William Wilson Administrator to all and Singular the Estate and Effects Rights and Credits of William Fox deceased Defendant

On the Part of the Defendant.

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

William Gardiner of Madras Deputy Undertaker Aged 29 Years or thereabouts as a Witness in this Cause On the Part of the Defendant was on the 26th Day of October 1785 Signified at the Office of Mr. Charles Baker who is attorney for the Complainant 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 Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Jane Munn in this Cause and that he hath so known her two Years or thereabouts — and that he doth know the Defendant William Wilson in this Cause, and that he hath so known him the same time, and that he also knows William Fox in this Cause, and that he hath so known him about one Year before his death — and more saith not to this Interrogatory —

3d ..... To the third Interrogatory this Deponent saith, that he doth not know in what Capacity Jane Munn lived with William

William Fox late a Tavernkeeper in Madras but now deceased — Nor how her general Conduct and behavior was or whether she served William Fox faithfully and Carefully or not or whether or note she lived in his House for her Convenience or how long she lived with him as a Servant or otherwise of the whole of these matters this Deponent declares himself interely ignorant — and More Saith not to this Interrogatory. —

4th ..... To the fourth Interrogatory this Deponent saith, that he does not know whether William Fox died indebted to the Complainant Jane Munn — and More Saith not to this or the last Interrogatory. —

J. Spalding
Exr.

Wm Gardiner
Dy Undertaker

Mayors Court at
Madraspatnam

Between Jane Munn of Madras Inhabitant Complainant and William Wilson Administrator to all and Singular the Estate and Effects Rights and Credits of William Fox deceased Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner 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 24th Day of October 1785. Signified at the Office of Mr Charles —

Charles Baker who is attorney for the Complainant 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 Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth not know the Complainant Jane Munn nor the Defendant William Wilson nor had he any acquaintence with the deceased William Fox and More Saith not to this Interrogatory. —

To the third fourth and Last Interrogatories being put to this Deponent he declares himself entirely ignorant of every question asked him of the circumstance to which they refer — and more Saith not to this Interrogatory. —

J. Spalding
Exr.

Wm Lewcock

Mayor's Court at
Madraspatnam

Between Jane Munn of Madras Inhabitant Complainant and William Wilson Administrator to all and Singular the Estates and Effects Rights and Credits of William Fox deceased Defendant

On the Part of the Defendant

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

Michael Bernard of Madras Confectioner Aged 38 Years or thereabouts being —

being produced as a Witness in this Cause On the Part of the Defendant was on the 28th Day of October 1785 Signified at the Office of Mr Charles Baker who is Attorney for the Complainant by Venecatachellum my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the said Day being Sworn and Examined Deposeth as followeth ——

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Jane Munn in this Cause and that he hath so known her three or four Years and that he doth know the Defendant William Wilson in this Cause but that he did know William Fox and had known for Six Years preceding his death and more saith not to this Interrogatory —

2d 3d ..... To the third Interrogatory this Deponent saith, that he doth not know in what Capacity Jane Munn lived with William Fox late a Tavern keeper in Madras, but now deceased, nor how her general Conduct and behavior was or whether she Served William Fox faithfully and carefully or not, or whether or not she lived in his House for her Convenience or how long she lived with him as a Servant or otherwise of the whole of these Matters this Deponent declares himself entirely ingnorant — and more saith Not to this Interrogatory. ——

4th ..... To the fourth Interrogatory this Deponent saith, that he does not know whether William Fox did indebted to the Complainant Jane Munn and more saith not to this or the last Interrogatory ——

Joseph Shawe
Actg Ed.

Michel Bernard

Mayor's Court at
Madraspatnam

Between Jane Munn of Madras Inhabitant Complainant and William Wilson Administrator to all and singular the Estates & Effects Rights and Credits of William Fox deceased Defendant ——

On the Part of the Defendant ——

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

William Rupell of Madras Publican Aged 38 Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the 7th Day of December 1785 Signified at the Office of Mr Charles Baker who is attorney for the Complainant by Venecatachellum 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 [illegible]atory this Deponent saith, that he hath known Jane Munn the Complainant in this Cause about Six years and that he also hath known William Wilson the Defendt in this Cause about Eighteen Months — This Deponent further saith that he hath known William Fox during his life time about Seven Years — and more saith not to this Interrogatory ——

3d ..... To the third Interrogatory this Deponent saith that he hath every reason to suppose that the Complainant in this Cause Jane Munn lived with William Fox late a Tavernkeeper in the Capacity

Capacity of a kept Mistress during the Space of Two Years and an half, and that during her residence at William Fox's She married one John Munn This Deponent further saith that the said Jane Munn hath always borne an infamous and bad Character and that her unteward conduct greatly contributed to the ruin of the said William Fox — and more saith not to this Interrogatory —

4th ..... To the fourt Interrogatory this Deponent saith that he doth not know if William Fox died indebted to the Complainant Jane Munn — and more saith not to this or the last Interrogatory —

Joseph Shawe
Actg Exr.

Wm Russell

Mayor's Court at
Madraspatnam

Between Jane Munn of Madras Inhabitant Complainant and William Wilson Administrator to all and Singular the Estate and Effects Rights and Credits of William Fox deceased Defendant

On the Part of the Defendant

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

William Dalton of Madras Caturall Serjeant Aged 41 Years or thereabouts — being produced as a Witness in this Cause on the Part of the Defendant was on the 20th Day of October 1785. Signified at the Office of Mr Charles Baker —

Baker who is Attorney for the Complainant by Vendatachellum 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 not know the Complainant Jane Munn in this Cause and that he doth know the Defendant William Wilson in this Cause and that he hath so known him five Years or thereabouts — and that he did not know William Fox deceased — and more saith not to this Interrogatory —

3d ..... To the third Interrogatory this Deponent saith that he doth not know in what Capacity Jane Munn lived with William Fox late a Tavern Keeper in Madras but now deceased — Nor how her general Conduct & Behavior was or whether she served William Fox faithfully and Carefully or not or whether or not she lived in his House for her Convenience or how long she lived with him as a Servant of the whole of these Matters this Deponent declares himself entirely ignorant — and more saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, that he doth not know whether William Fox died indebted to the Complainant Jane Munn — and more saith not to this or the last Interrogatory —

J Spalding
Exr.

Wm Dalton

Mayor's Court at
Madraspatnam

Between Jane Munn of Madras Inhabitant Complainant and William Wilson administrator to all and singular the Estate and Effects Rights and Credits of William Fox deceased Defendant

On the Part of the Defendant

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

Daniel Mackenzie of Madras Innkeeper Aged 42 Years or there-abouts being produced as Witness in this Cause On the Part of the Defendant was on the 28th Day of October 1785 Signified at the Office of Mr Charles Baker who is Attorney for the Complainant by Vencatachellum my Servent who also left him a Note of the Name Stile and Place of abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Jane Munn in this Cause and that he hath so known her Six Years or thereabouts and that he doth know the Defendant William Wilson in this Cause and that he hath so known him the same time, that he also know William Fox deceased and had known about five Years preceding his death and more saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that the Complainant lived with William Fox in the Capacity of a Housekeeper about three Years that to the best of his knowledge and belief she

Served

served him faithfully and carefully during that time and more saith not to this Interrogatory

4th ..... To the Forth Interrogatory this Deponent saith that he does not know whether William Fox died indebted to the Complainant but he understood that the Complainant about the time of his death had some Notes of hand belonging to William Fox and more saith not to this or the last Interrogatory

The Mark of
Daniel X Mackenzie

J Spalding
Exr

Mayor's Court at
Madraspatnam

Tuesday the 29th day of August
Anno Domini 1786

Present
Robert Ewing Esquire Mayor
James Call and John Menzies
Aldermen

Between Jane Munn of Madras Inhabitant Complainant and William Wilson Administrator to the Estate and Effects of William Fox deceased Defendant

This Cause coming on to be Heard and debated this day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill with Copy of an Account Current, The Defendants Plea and Answer with one Exhibit, The Replication with

with one Exhibit, The Rejoinder, The Interrogatorys and Depositions on the part of the Defendant, The Inerrogatorys and Depositions on the part of the Complainant 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 pay unto the Complainant out of the Estate and Effects of William Fox Deceased at and after the Rate of Ten Pagodas ⅌ Month from the Twenty Seventh day of February One Thousand Seven hundred and Eighty Two being the day of the date of the Agreement entered into between the Complainant and the said William Fox up to the day of the Death of the said Willm Fox together with 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 9th May 1786 --

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Nicolas Gillet late arrived from the Isle of France and now of Madras Marchant that Nicola Bellith of Madras Merchant stands indebted unto Your Orator in the full and just Sum of Four Thousand and Ninety Star Pagodas Forty fanams and fifty Cash Current Money

Money of Madras making in Sterling Money of Great Britain, at the rate of Eight Shillings for every Pagoda the Sum of One Thousand Six hundred and thirty Six pagodas eight Shillings and one penny or thereabouts as will more fully and at large appear by the Copies of the Translation of two several Papers written and signed by Antonio de Souza Mello which Your Orator prays may be taken as part of this his Bill of Complaint the Originals whereof in the Portugise Language are in the possession of Your Orator and ready to be produced when required and also by the Copy of a Translation of a Letter from the said Nicolas Belletti to Your Orator hereunto annexed and prayed by your Orator to be taken as part of this his Bill of Complaint the Original whereof in the French Language is in the possession of Your Orator and ready to be produced when required and also by the Copy of the Translation of an Account hereunto Annexed and prayed by Your Orator to be taken as part of this his Bill of Complaint the Original whereof in the Franch Language is in the possession of Your Orator and ready to be produced when Required And Your Orator sheweth that having been heretofore the Proprietor of a Three mast Vissel called the Sea Horse he agreed with Antonio de Mello Souza for the Sale thereof at the price or Sum of Eight Thousand Seven hundred and fifty Nine Spanish Dollars the Seventeenth day of April last past and Received Two Thousand Dollars on the same day on Account as by the said Writing Copy of the Translation whereof is hereunto Annexed may appear and Your Orator Sheweth that on the Twenty second day of the said Month of April Your Orator gave full possession of the said Ship with her Tackle Apparel and Stors to the said Antonio De Souza Mello and your Orator Sheweth that the said Antonio de Souza Mello acknowledged the Receipt of the said Tackle Apparel and Stores according to the

Inventory as by the Translation thereof hereunto also annexed may appear and Your Orator Sheweth that having received the said Nicolas Billittis said Letter dated the twelfth day of the said month of April by the hands of the said Antonio de Mello Souza the Bearer thereof Your Orator considered the said Nicolas Billitti as responsible for the Amount purchase of the said Ship Sea Horse or for any Balance due on that Account and Your Orator having a good Opinion of the said Nicola Billitti and the said Antonio De Souza Mello having assured Your Orator that the said Nicolas Billitti would pay him on his Arrival from Pondichary which was expected that Evening Your Orator permitted the said Antonio De Souza Mello to sail which he Accordingly did on or about the Twenty fifth day of the said Month of April, and Your Orator Sheweth that the said Nicola Billitti having arrived two days afterwards Your Orator therefore demanded of him the payment of the Balance due unto him being the said Sum of Six Thousand Seven hundred and fifty Dollars which demand he made frequently and in a friendly Manner—

But now so it is and may it please this Honble Court the said Nicolas Billitti obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore, that the said Nicola Billitti may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things—

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 the said Nicola Billitti may particularly set forth whether he did not write a Letter bearing date the twelfth day of April last past and addressed to Your Orator to the Tenor and purport as stated in the Translation thereof hereunto annexed and whether he did not give the said Letter into the hands of the said Antonio de Souza Mello in order that he might deliver it to Your Orator and that he might on the strength thereof finish his bargain for the purchase of the said Ship the Sea Horse with Your Orator and that the said Nicolas Billitti may be Decreed to pay unto Your Orator the said Sum of Four Thousand and Ninety Star Pagodas, Forty fanams and fifty Cash with all such Interest as now is or shall hereafter become due thereon also Costs of the Suit—

May it Please this Honble Court to Cause the said Nicholas Billitti to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear befor this Honble Court perfixed 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.

Popham

Att^y for Compl^t—

I Antonio de Souza Mello Captn. of the Packett a Nop[illegible] Da S. do Carmo
of which is Owner Dn. Francisco Frgs. de Sendrera Ne[illegible] ighbour in
the City of Manila Say that it is true I have purchased [illegible] in this Part
of Madras of Mr. Nicholas Gillete, a Ship of Three V[illegible] Masts Cal-
-led the Cavalo Marinho for the Price of Eight Thous[illegible] and Seven
Hundred and fifty New Spanish Dallars, on Account [illegible] of which
I now pay two Thousand Dallars and the remainder to [illegible] Read just
the said Sum of Eight Thousand Seven hundred and fifty Dallars
is to be Redelivered when I take Charge of the said Ship [illegible] and the
risque of the Sea is to run on my Account Immediate[illegible] ly after
Mr. Gillete shall unload his Cargoe to the truth of whi[illegible] ich we have
made Two of the same tenor One remains with [illegible] tne & the other
remains with Mr. Gillitte Madras 12. of Apri[illegible] l One Thousand
Seven hundred & Eighty Six —

Antº. D. S. Mello

Received on Board the Ship Cavalo Marinho [illegible]
Mr. Julias what Contains in the Inventory of Mr. Gilite
& in faith of which I have given this on Board Madras —
22nd. April 1786. —

Mello

a True Translate as near as can be —

W. Lewcock
Portt. Intr.

a True Copy

Bopham

Pondicherry 12th. April 1786 —

Mr. Gillitt

Sir

The Bearer is the Friend who Cames to see the Vessel
to purchas her I hope that you will agree with him as to what re-
-gards the payment you can draw on me or I will cause you to be
paid here as You please —

You are with the Purchaser, you will convince him
without doubt, is on that account I have not said any thing —

To Mr. Gillet
Madras

I have the honor to be
your very humble and every
Obedt. Sert.

N. Bellete

true Translation —

H. DuPuy
Fr. Interpreter

a True Copy

Bopham

Mr. Nicholas Billette as Security for Mr. Antonio de Souza Mello
to pay for the Ship he has bought of Nicolas Gillet . . . Dr.

To the price of the Ship The Sea Horse Dollars	8750 —
Received on the delivery of the Ship of Mr. Mello on Account	2000 —
Remaining due by Mr. Nicolas Billitte	6750 —
Which makes at the rate of 16½ Dollas for Ten Star Pagodas	4090:40.50

done at Madras this 5th. of May 1786 —

Errors Excepted

Nicolas Gillett

true Translation

H. DuPuy
Fr. Interpt.

a True Copy

Bopham

Filed 9th May 1786

In the Honble the Mayor's Court at Madraspatnam

Between Nicolas Gillett Complainant and Nicolas Bellitti Defendant —

Nicolas Gillett the above Named Complainant maketh Oath and saith that Nicolas Bellitti the above Named Defendant is Justly and truely indebted unto this Deponent in the full Sum of Four Thousand and Ninety Pagodas Forty Fanams and Fifty Cash as is Stuled in an Account Current Copy of the Translation whereof is Annexed to a Bill of Complaint filed this day in this Honble Court and this Deponent further Saith that he Believes the Defendant is About to Depart from the Jurisdiction of this Honble Court —

Popham
Atty for Complt.

true Translation
Hy Du Puy
Fr. Interpreter

Dans L'Honorable Cour de Maior a Madraspatnam

Nicolas Gillett Plainant
et
Nicolas Bellitti Defendeur.

Nicolas Gillett le sus dit plainant fait serment et dit que Nicolas Bellitti le sus dit Defendeur luc est vraiment L'justement redevable dans la Somme de Quatre Mille Quatre vingt dise pagodes Quarante fainems et Cinquante Cas[illegible] meme quele est etcharge

duns —

duns le Complt. Cauraset dant Copee de la Traduction est jointe a sa plainte anjaure d'hui presentée a la Caur, et le dit Plainant dit de plus quil croit que le Defendaur est petuellement dans la recotution de quitter la Jurisdiction de la Caur.

Nicola Gillett

Sworn to in Court
this 9th May 1786.
James Taylor
Regr.

Filed 16th May 1786 —

The Answer of Nicola Bellitte of Madras Merchant Defendant to the Bill of Complaint of Nicolas Gillett of the Same place Merchant Complainant —

This Defendent now and at all Times hereafter Saving and Reserving to himself all and all Times hereafter Saving and Reserving to himself all and all Manner of Benefit and advantage of Exception to the many Errors Untruths uncertainties and Insufficiencies in the said Bill of Complaint contained for answer thereunto or unto So much thereof as this Defendant is advised doth materially Concern him to make Answer unto He this Defendant answereth and Saith that he denies to stand indebted unto the Complainant in the Sum of Four Thousand and Ninety Pagodas forty fanams and fifty Cash or in any other Sum or sums of Money what soever And that he ought not to be charged therewith for the following causes and Reasons which he humbly offers to this Honble Court —

This Defendant Saith that he acknowledges

the Contract for the Sale of the Ship Sea Horse by the Complainant to the said Antonio de Souza Mello and the execution thereof mutually by the said parties on the Twenty Second day of April in this present Year of our Lord One Thousand Seven Hundred and Eighty Six and this Defendant doth also acknowledge the Letter Copy of a Translation of which is annexed unto the Complainants Bill but this Defendant denieth that he is thereby made responsible for the said Sum of Four Thousand and Ninety Pagodas forty Fanams and fifty Cash charged as being the Ballance due on Account of the said Contract or Sale of the said Ship Sea Horse Because it appears that the Complainant did not accept of this Defendants Letter as an under taking to be responsible for the Amount Sale of the said Ship, but on the contrary he did not write to this Defendant at Pondichery upon that subject where the Complainant well know he was being the place from whence the said Letter was Dated which he ought to have done in order that this Defendant might have on Opportunity arranged his Concerns towards the said Antonio de Souza Mello, But it appears that the Complainant instead of treating with this Defendant for the payment of the said Ship which he ought to have done if he meant that this Defendant should be his paymaster in Order that this Defendant might know how much he was to pay and be responsible for the Complainant did intirely abandon all treaty or Claim Relating to the purchase of the said Ship and attached himself solely to the said Antonio de Souza Mello, with whom he settled the price of the said Ship and received the Sum of Four Thousand Pagodas in part and the Complainant did also enter into a Contract for Settling the payment of the Money from the said Antonio de Souza Mello nominally as also the time at which it was to be paid To Wit when he Should take

Charge of the Ship and not before and it appears by the exhibit annexed unto the Complainants Bill that the Ship was delivered and possession given on the twenty Second day of April and that it was so delivered at the special request and instance of the said Antonio de Souza Mello Which said Contract and Subsequent transaction thereupon do clearly demonstrate that the said Antonio de Souza Mello did was the person in whom the Complainant did trust and confide in for payment and not this Defendant because the Complainant did not accept of the either of the Optional modes of payment offered in the Letter by drawing upon this Defendant at Pondichery or to be paid there at Pondichery but instead thereof did enter into a mentioned Contract with the said Antonio de Souza Mello for the purchase of his Ship in which as mention is made of this Defendant directly or indirectly the Complainant having this Defendant totally misinformed it is therefore clear that the Complainant did follow the Letter part of the said Letter To Wit You are with the purchaser you will agree with him without doubt Which last this Defendant Saith he did and this Defendant therefore Saith that the said Antonio de Souza Mello is the only person with whom the said Complainant hath to do and not this Defendant who in order fully to clear up all manner of doubt respecting the same prays to annex a Copy of a Translation of a Letter wrote by the Complainant at Madras to the said Antonio de Souza Mello at Pondichery under the date of the Twenty sixth April last past the Original whereof is in this Defendants possession and ready to be produced when Required by this Honble Court wherein he makes no mention of this Defendant altho this Defendant was also at Pondichery at the same time, nor did

did the Complainant ever demand payment from this Defendant at Pondicherry nor did he ever demand payment from this Defendant untill after he had disagreed with the said Antonio de Souza Mello from whom he did demand payment —

Mr. Antonio de Mello
Captain of a Manilla Ship
at Pondicherry —

Sir

You Promised me when you left Madras that you would send me part of your Crew to take Care of Your Vessell which was unladen the 25th of this month and the Ballast on Board agreeable to Your Order signified to me, the risk therefore which the Vessell is running is on Your Account Since that period also the Seamens Wages in the Road of Madras I was surprised that upon the arrival of Mr. Vilealet he told me he had Not any thing on Board for you I did expect that you would have wrote to me and have given me Others to put only one Officer on Board and twelve Seamen, which would lessen Your Charge I expect the earlest spad write to me what you propose upon this Subject —

I have the honor to be
Sir
Your most humble
& most Obedient Servent
Gillet

This Translation
Hy Dupuy
Fr. Interpreator

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 with his Resonable Costs and Charges in this behalf most wrongfully Sustained —

Hy Dupuy
Atty Defend^t.

True Translation — Hy Dupuy
Fr. Interpreter

La Reponse de Nuola Bellete negotiant a Madra a la Plainte de Nuolas Gillet Negotiant dud it Lieu —

Le Defendant a cet huire et a tout temt apres se sauvant et se reservant toute et toute maniere d'levantage et d'Exception quil peut etre en prise a tous les Erreurs, Equivocations, et Default dans la ditte plainte contenues, pour y repondre en a tout que le Defendant est ainsi etre propre en Necessaire pour y faire Repanse, Le Defendeur repond et dit, quil denie detre redevable au plainant dans la Somme de Quatre Mille quatre Vingt Dix Pagodes, quarante fanams et cinquante Cash ou dans quelqu'autre Somme ou Sommes, que ce suit, et quel ny dait pas etre charge pour les Covines et raisons suivantes quil prie humblement de presenter a celle Honble Cour —

Le Defendant dit quil reconnait le Contrat pour la Vente du Vasseau Le Chival marin fait par le plainant alentanio

Alentanio de Sausa Mello comme aussi l'Executian Mu-
-tuelle de atte Act par lis dits partis le 22.e jaur d'avril
passe. De plus le Defenduer recannoit la letter dant Copie
de la traductian ait jainte a la ditte plainte. Mais le De-
-fendure denie qu'il est fait par la respansable paur la ditte
Jamme de Quatre Mille quatre vengt dix pagodes, qua-
-rante fanums et cinquante Cash charge camme etant la
solde duer sur le Campte du dit Cantrat au la Vente du dit
Vaisseau le Cheval Marin, Parcequ'il parait que le Plai-
-nant n'acceptait pas, la letter du Defenduer camme une
Cautian de tre respansable paur le mantant de la Vente
du dit Vaisseau. Mais que au cantraire il n'ecrivait
pas mime a ce Defendeur a pandicherry sur se sujet, au
le Plainant etait tres bein infarmé que ce Defenduer
demeurait, etant la place au la ditte Letter était datée
Ce qu'il aurait due faire paur que ce Defendeur pauvait
avair l'occasian d'arranger ses intireits ance le dit
lentanio de Sauza Mello, mais il parait que le Plainant
au lieu de negocier ance ce Defenduer paur ce regardait
le paysement du dit Vaisseau, le qu'il il etait abligé
de faire, s'il avait intintian de faire san Debetuer ce De-
-fendant, paur que ce Defendeur sait infurme de la Jamme qu'il
avait a paier et tenir Campte au Plainant qui abandunnait
toute negatiatian an demande lauchant l'achat au dit Vais-
-seau el s'attachoit enturement au dit Antonio de Sauza
Mello, avec qui il reglait le prin au dit Vaisseau, le recevait
la Summe de duea Mille Peastres en Campte, el le Plainant
de plus passait un Cuatrat paur regler le pacement de l'-
-argent de antonio de Sauza Mello par nam, camme aussi

le tims prefix dant quand il devait etre paier Viz. sur l'
heur qu'il prendrait possessian du dit Vaisseau Mais pas
auparasant, et il parait par lis exhibitians jaintes a la
plainte que le Vaisseau etoit livre et possessian donnie
le 22.mi Jaur d'avril, et qu'il etait ainsi remis sur la
requete et priere particulier du dit Antonio de Souza
Mello Lequil Cantrat, et les negatiatians la dessus
prauvent clairement que le dit Antonio de Souza
Mello etait la persanne en qui le plainant se repo-
-sait el se canfirit paur le pasiment et non pas le
Defendeur. Parce que le Plainant ne cunsin toit pas
el'accepter aucuny dis duen façons de paciment lui
lindu dans la lettre de tirer sur ce Defendeur a Pan-
-dicherry, au de se faire paier a pandicherry, mais au
lieu de le fare il a passé dans un cantrat mutuel
anse le dit antonio de Souza Mello paur l'achat
due Vaisseau, dans lequel il n'y a aucune mentean
directim ent au indirectiment fait de ce Defendeur. le Plainant
laissant, ce Defendur tatalimant ignarant d'ou il result que
le Plain. le gauvernait par l'arriere partie de la letter Viz.
Vaus etis avie l'acheteur vaus reaus arrangeret auce lui sans
daute. le qu'il a fait. paur quelle raisan ce Defenduer
dit que le dit Antonio de Souza Mello est la seule persanne
avec qué le Plainant dait s'arranger et nan pas ce Defenduer,
que paur relever toutte mancire de dautte la dessas, prie
d'ajouter Copie d'une Traductien d'une letter ecrite pur le
plainant a Madras an dit antonio de Souza Mello à Pan-
-dicherri, sans la datte de 22.e d'avril passé, dant l'ori-
-ginal ut dans la possession de ce Defenduer prete d'eter

pradite quand il y sera appellé; dans la quelle Une fait
aucune mention de ce Defendeur, quoique ce Defendeur etait
actuellement a pandichery, le plaignant n'a pas jamais
demandé paiement de ce Defendeur que pres quel soit
derange avec ledit Antonis deSouza Mello ce que il demandé
pleinement.-

M. Entane DeMello
Capitine des Vesseaux
des Manilles a pandicherry

Munsieur

Vous m'avie pramis lors de votre depart de
Madrasta que vous deve mennoier partout de notre equipage
pour prendre soin de notre batiment que est absterange de lo
de courant et le leste a Bar conformement aux ordres que
vous nous avez donné, ainsy Mainier le Batiment cause daine
les risques pour notre compte depuis celle epaque, ainsy que
les frait de equipage en Rade de Madrasta, j'ai été surpris
que l'arrive de Musieur Villalet il nous dit qu'il navais
rien a Bar pour vous, je m'atiene ais que vous m'avie
ecry il me donne des ordres pour mettre autrement en
offisie a Bar et decize Matelat, ce qui diminuera de nos
frete j'atente la prante deligense que vous fare en ce sujet
ce qui mai, j'ai l'hunneur detre Munsieur

de Madrast
Le 26 avrelle 1776-

Votre tres humble
et tres obeisant Serviteur
Gillat

Saultel la quelles matieres il chaque ce Defendeur el
prat

prat et volanteir a confermer maintenir et prauver
suivant la direction de cet hamble Cour. et prie tres-
humblement dy she destrange avec ses justes frais e
despenses occasionnes par ce tract-

Nicola Billette

Sworn to before me
this 13th May 1786-
Robt Ewing
Mayor

Sly Dis Pay
atty Defendt

Filed 1st august 1786-

The Replication of Nicholas
Gillett Complainant to the Answer
of Nicola Billette Defendant

This Repliant saving to himself all advantages of Exceptim 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 already said he will Iustify 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 set forth and Declared and that the answer of the said Defendant is very evasive and insufficient in the Law to eby this Repliant Replied unto for divers Manifest Imperfections and uncertainties therein contained the benefit of Exception whereunto being now and at all times saved unto this Repliant - and as to that part of the Defendants answer wherein he says, that this Repliant did not Accept of his undertaking because he did not write to him at Pondicherry the place where his said undertaking was dated and which might have enabled the Defendant to have arranged his Concerns with the said Antonis de Souza Mello but on the Contrary that this Repliant did appear to abandon all Treaty and Claim on the Defendant relative to the said Purchase -

Purchase and attached himself solely to the said Antonio de Souza Mello with whom he settled the price and received Two Thousand Dollars (not Two Thousand Pagodas as the Answer states) on account and that this Repliant followed the latter part of the Letter to wit "you are with the purchaser you will agree with him without doubt" This Repliant by way of Reply to the whole thereof saith that the said Letter of the Defendant which was Dated at Pondicherry the Twelfth day of the said Month of April was brought and delivered to this Repliant by the said Antonio de Souza Mello who in the Letter is Acknowledged to be the Bearer and the Defendants Friend and with whom it is fair to presume all Matters or Concerns respecting the said purchase had been previously arranged, and therefore the only Object left to be settled by this Repliant and the said Antonio de Souza Mello was the Price to be given for the Vessel and Stores and the day of delivery in all which this Repliant agreed with the said Antonio De Souza Mello as by the Exhibits annexed to the Bill of Complaint and this Repliant thought it his duty and an act of Civility to the Purchaser to be as expeditious in the delivery of the Vessel as he could be and he therefore used his utmost endeavours to settle the same as soon as possible after the said Antonio de Souza Mello had examined the Vessel and had declared himself satisfied with her — This Repliant hath stated in his Bill of Complaint that the said Antonio de Souza Mello had informed him of the expected Arrival on the same Evening of the said Defendant who would pay him, and therefore this Repliant permitted him to sail on that day which was the Twenty fifth of the said Month of April — This Repliant doth not conceive that it was at all Necessary to have written to the Defendant Respecting the Business but at any Rate not before the conclusion of the Bargain and the final delivery of the Ship with her

Tackle

Tackle apparel and Stores which was not till the twenty second day of the said Month of April and therefore this Repliant could not have thought of writing sooner and this Repliant saith that when he met the said Antonio de Souza Mello for the first time after the delivery of the said Ship and Stores with a view of Settling about the payment of the remaining Balance of the Purchase money and of writing to the Defendt thereon if necessary this Repliant was prevented from writing because the said Antonio De Souza Mello informed this Repliant as appears by the Bill of Complaint that the Defendant would arrive as that Evening and would pay him so that it would have been useless to have attempted writing — This Repliant saith that in various conferences he had with the Defendant previous to his filing his Bill of Complaint the Defendant never pretended to talk of arrangements to be made at Pondicherry, on the Contrary he Acknowledged that he had Funds of the said Antonio De Souza Mello in his hands and was willing to pay him if he would produce a Draft of the said Antonio de Souza Mello for the same whereupon this Repliant tendered a Receipt on the back of the said Antonio de Souza Mello Original Contract which Contract with the said Letter of the Defendant this Repliant conceived to be a sufficient Title This Repliant further saith that he is informed and believes that the very money with the Defendant lodged in the hands of Antonio de Souza Mello Merchat the Bail in this Cause is the Property of the said Antonio De Souza Mello and intended

to

to pay the Balance of the Purchas money of the said Ship Sea Horse which Sum this Repliant very believes the Defendant intended by his evasive conduct to have carried away had not this Repliant taken out a Summons and warrant against him for it appears that the Defendant sailed in a very Short time after the Bill was filed and this Repliant Solemnly declareth that the Defendant on all occasions behaved in a most evasive manner towards this Repliant.—

All which Matters and things this Repliant is ready and willing to prove as this Honble Court shall direct and therefore prays as in and by his Bill he hath already Prayed.—

Popham
attg for Repliant—

Filed 8th Augt 1786.

The General Rejonder of Nicola Belletti Defendant to the Replication of Nicolas Gellett Complainant.—

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 Untruths Insufficient and Imperfection in the Complainants said Replication Contained for Rejoinder thereunto Saith—

Saith that he will ever maintain and prove all and Singular the matters and things Contained in this Defendants said Answer to be good Certain true and Sufficient in the Law to be Rejoinder unto in such manner and form as the Same are therein and thereby set forth and alledged and that the said Replication is very untrue Evasive and insufficient for this Defendant to make any further or other Answer thereunto.—

All which matters and things this Defendant is ready and willing to ever maintain and prove as this Honble Court shall direct and most humbly prays as in and by his Said Answer he hath already prayed—

Wy Dupuy
attg Defendt.—

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Nicolas Gellet is the Complainant and Nicolas Billite is the Defendant.

On the part and behalf the said Complainant.

To Stephan Popam—1st. 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

so known them or either and which of them Declare. –

Ditto ... 2nd. Did you or did you not apply unto the above Named Defendant on the part of the above Named Complainant to demand the Sum of Six Thousand Seven hundred and fifty Dollars or any other and what Sum charged by the Complainant to be due to him by the Defendant and if Yea what answer did he give?

Ditto ... 3rd. Do you know of any other Matter or thing or have you heard or Cari you set forth any thing touching the Matter 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 of such your belief as fully and Particularly as if you had been thereunto particularly Interrogated. –

Popham
atty for Compl.t

Mayor's Court at
Madraspatnam

Between Nicholas Gillet
Complainant and Nicola Billete
Defendant. –

On the Part of the Complainant

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

Stephen Popham one of the Attorneys of this Hon.ble the Mayor's Court at Madraspatnam Aged 41. or thereabouts being produced as a Witness in this Cause One the Part of the Complainant was on the 22nd Day of August 1786 Signefied at the Office of Mr. Henry Dupuy who is Attorney of the Defendant by Vencatachelum My Servant who also left him a Note of the Name Title & Place of abode of the said Deponent and afterwards –

On –

On the Same Day being Sworn and Examined Deposeth as followeth –

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant Nicholas Gillet only a few weeks before the Commencement of this Cause and that he has known the Defendant Nicola Billete Since the year One Thousand Seven hundred and eighty and more saith not to this Interrogatory. –

2nd ..... To the Second Interrogatory this Deponent saith that he applied to the Defendant for payment of the Sum of Six Thousand Seven hundred and fifty Dollars being the Balance due by him as Guarantie for Mr. De Souza Mello who had purchased the Merchant Ship Sea Horse of the Complainant And the Defendant declared he was ready to pay the Same of the Complainant would produce a Draft from the said Mr. De Souza Mello, or would give a special Declaration respecting the Ship Sea Horse on the back of Mr. De Souza Mello's undertaking about the Purchas of the Sea Horse on which the Complainant said he had not any Draft – that the Defendant Letter was his Security, and that he would give a Receipt in full on the back of the Agreement with Mr. De Souza Mello about the Purchase of the Ship – but the Defendant refused Payment declaring at the Same time a time that he had Cash in hand the property of the said Mr. De Souza Mello for the purpose of paying the Complainant and more saith not to this Interrogatory. –

3rd ... To the Third Interrogation this Deponent Saith that the Defendant on being arrested and brought into Court acknowledged that he had the Dallars belonging to the said Mr. De Souza Mello which he would pay into the Court or into the hands of any Person in order to abide the Judgment of the Court in this Cause. and this Defendant understood from him as well as afterwards from Mr. Antonio De Souza who has given an Undertaking in this Cause that the said Antonio De Souza has received the

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the said Dollars from the Defendant as his Security, and this Deponent verily believed that the Defendant wanted to avoid giving the Complainant any Satisfaction in the Business without having any good & Sufficient reason for so doing. & more saith not to this Interrogatory.

J Spalding
Exmt

Popham

Mayors Court at Madraspatnam — Tuesday the 29th day of August Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
James Call and John Minzies
Aldermen

Between Nicolas Gillet late arrived for the Isle of France and now of Madras Merchant Complainant and Nicola Bellette of Madras Merchant Defendant

This Cause Coming on to be heard on Debated this Day in the presence of the Attorneys on both Sides on Reading the Complainants Bill with four Exhibits, the Defendants Answer the Replication, the Rejoinder, the Interrogatorys and Depositions on the part of the Complainant On Hearing the Pleadings made Use of by the attorneys and on due Consideration had

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had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four Thousand and Ninety Pagodas Forty Fanams and Fifty Cash / Pagodas 4090. 40. 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

Hear

1st July 1786.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Candapah Chitty of Madras Bottle Merchant, that Samuel Crawford of Fort St. George Watchmaker, stands justly and truly indebted unto Your Orator in the full and just Sum of Eighty Eight Star Pagodas thirty two Fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Thirty Five pounds ten Shillings or thereabouts as will more fully and at large appear by an Account hereunto annexed for the Inspection of this Honble Court, and which Your Orator prays may be admitted as part of this His Bill of Complaint and Your Orator further sheweth that he has frequently and in an Amicable Manner requested Payment of the said Sum of Eighty Eight Star Pagodas and

and thirty two fanams, from the said Samuel Crawford—

But now so it is may it please this Honble Court, that 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 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 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 Hee may be decreed to pay unto Your Orator, the aforesaid Sum of Eighty Eight Star Pagodas and thirty two fanams with all such Interest as now is or hereafter shall become due thereon and 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 St. George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honorable Court at a Certain Time and Place to be by this Honble Court prefixed and appointed, then and there

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—

J. Grierson
Complt. atty

Fort Saint George
the Thirtieth Day of June, in the
Year One Thousand Seven Hundred
and Eighty Six—

Filed This Bill was shewn to me
the Days of Adjournment

Summons Issue returnable
Next Court Day.—

Robt. Ewing
Mayor.

Dr. Samuel Crawford in Account With

			Pag.	fns.	Cs.
1784 October	5th	To 1 Gross Corks	"	34	–
		18 Dozen Madeira	47	11	–
	24	1 Gross Corks – 34 fns. and 50 Empty Bottles Pgs. 1 – 39 fns.	2	28	–
December	2	250 Empty Bottles	9	16	–
		1 Gross Corks	"	40	–
	3	50 Empty Bottles Pgs. 1 – 39 fns. – 1 Gross of Corks 34 fns. 1 Gross as 34 fns.	3	19	–
		50 Empty Bottles	1	39	–
		100 Empty Bottles Pgs. 3 – 34 fns. – 1 Gross of Corks 34 fns.	4	23	–
	14	To 2 Dozen of Madeira	5	11	–
	16	To 50 Empty Bottles	1	39	–
	18	To 50 Empty Bottles Pgs. 1 – 39 fns. and 1 Gross of Corks 34 fns.	2	28	–
	27	To 7 Dozen of Madeira Pgs. 18 – 16 fns. and 1 Chest Pgs. 1 – 22 fns.	19	38	–
	29	To 5 Dozen of Madeira	13	5	–
		To 50 Bottles	1	39	–
		To 1 Gross Corks		34	–
1785 January	5	To 50 Empty Bottles	1	39	–
	14	To 50 Empty Bottles	1	39	–
		To 1 Gross of Corks		34	–
		To 500 Empty Bottles	18	34	–
		To ¼ Gross Corks	3	"	–
		To 1 Gross Corks		34	–
		To 100 Bottles	3	34	–
		To 4 Chests	6	"	–
		To 17 Empty Bottles	"	28	–
		To a Wooden Horse	5	11	–
march	9	To 100 Empty Bottles	3	34	–
		To 1 Gross of Corks		34	–
april	8	To 2 Dozen of Vinegar	3		–
		To ½ a Gross Corks	"	16	–
may	12	To 6 Dozen of Madeira	15	34	–
		To House Rent	2		–
		To Cash Paid Costy to drawout wine	1		–
August	14	To 200 Empty Bottles	5	22	–
		To 2 Gross of Corks	2	"	"
		To Cash paid Costy to drawout wine	"	34	–
		Pagodas	193	22	–

Condapah Chitty Cr.

1784 November	20th	By Cash		35	–
	22	By Do.	5	–	–
	27	By Do.	15	–	–
1785 January	4	By Do.	40	–	–
march	6	By Cash and sundries	20	–	–
may	17	By Do. Do.	2	–	–
August	10	By Claret &c.	8	–	–
November	16	By Claret &c.	5	–	–
1786 march	16	By Do. Do.	1	–	–
april	4	By Do. Do.	1	–	–
	22	By Do. Do.	1	–	–
may	5	By Do. Do.	6	–	–
			104	35	–
		By Balance due to me	88	32	–
		Pagodas	193	22	–

Fort St. George
6th May 1786 –
Errors Excepted
Pr. [illegible]

A true Copy
J. Grierson
Compl.ts Atty

Mayor's Court at Madraspatnam

Tuesday the 12th day of September Anno Domini 1786.

Present

Robert Ewing Esquire Mayor

Edward John Hollond and Josias Du Pré Porcher — Aldermen

Between Condapah Chitty of Madras Bottle Merchant Complainant and Samuel Crawford of Fort St. George Watchmaker Defendant

The Defendant being in Court by his Attorney Mr. Peter Walker 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 Eighty Eight Pagodas and thirty two fanams (Pagodas 88..32...) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Cost of this Suit.

Huz

{Filed the 12 Septr. 1786 in Court}

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Velloo Moodeliar of Madras Merchant that Pullapillay Bagavandaloo of the same place Renter of Pencree stands justly and truely indebted unto Your Orator in the full and just sum of Two thousand four hundred and Ninety three Star Pagodas Fifteen 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 Nine hundred and Ninety Seven Pounds six Shillings and Nine Pence or thereabout as does more particularly and at large appear by the Copies of an Account Current and Bond hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be admitted as part of this his Bill of Complainat and whereas Your Orator hath frequently and in an Amicable Manner requested Paymen of the said Sum of Two thousand four hundred and Ninety three Star Pagodas Fifteen fanams and Sixty Cash from the Said Pullapillay Bagavandaloo

But now so it is may it please this Honorable Court the said Pullapellay Bagavandaloo 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 Pullapilla Bagavandaloo may upon his corporal

Oath

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 Thousand four hundred and ninety three Star Pagodas Fifteen fanams and Sixty Cash with all such Interest as now is or hereafter may become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Pullapella Bagavandaloo 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

P: Spencer
Atty Compl^t

Dr Pullapillay Bagavandaloo in Acct Current with Velloo Moodeliar Cr

1786 Febry	25th	To Account of Your Mortgage Bond of this day	2350	"	"	1786 Augt	28th	By Balance due to me	2493	15	60
Augt	28	To Interest on D^o to this day being 6 Months & 3 day at 12 ℘ Cent ℘ annum	143	15	60						
		Pagodas	2493	15	60			Pagodas	2493	15	60

Fort St George 28th August 1786

E: E: ℘ (Signed) Velloo

A true Copy
P: Spencer
Atty Compl^t

Know all Men by these Presents that I Pullapillay Bagavandaloo of Madras Renter of Ponerei am held and firmly Bound unto Velloo Moodeliar of Madras aforesaid Merchant in the Penal Sum of Four Thousand Seven Hundred Star Pagodas Current Money of Madras to be paid to the said Veloo Moodeliar his Exors Admor and Assigns to which payment well and truely to be made I do hereby bind myself my hiers Executors and Administrators firmly by these Presents sealed with my Seal and Dated at Madras this Twenty fifth Day of February One Thousand Seven hundred and Eighty Six

Whereas the above bound Pullapillay Bagavandoloo hath Borrowed and received of the above named Velloo Moodeliar

Moodeliar the full and Just Sum of Two Thousand three hundred and fifty Star Pagodas Current Money to rur at Interest at the Rate of Twelve /12/ ℘ Cent ℘ annum and Payable in the following that is to say One Thousand Star Pagodas part thereof with the Interest then due on the Twenty-fifth Day of March next. and the Remainder on the Twenty fifth Day of April next with all the Interest that grow due thereon And Whereas for securing the Repayment of the Same at the times above mentioned the said Pullapilla Bagavandaloo hath Consented agreed that in case of any Default in Such payments it Shall be lawful for the said Velloo Moodeliar to Sue him in the Honble the Mayor's Court for the Same and also that in case of Default being made in the payment of the said One Thousand Pagodas and Interest first above Specifeid that then the whole Sum of Two Thousand three hundred and fifty Star Pagodas Shall becom due and he may be at liberty to Sue for the Same in the said Honble Court And hath moreover as a further Security Sold assigned and Set Over and by these presents doth sell assign and Set over unto the said Veloo Moodeliar his Heirs Executors admors and assigns a Certain up Stair Dwelling House at present occupeid by the said Pullapilla Bagavandaloo Situated in Aglauram Street in the Town of Madras between the House of Sundera Shecarah Braming and Ramalinga Braming together the appurtenances thereto belonging and also a Certain Snow called the Callicut lying at present at Anchor at Coringa being of the Burthen of One Hundred and ninety tons or thereabouts and lately purchased by the said Pullapillay Bagavandaloo of Avadaunum Paupiah Baming for

for the price or Sum of One Thousand Six Hundred and fifty Star Pagodas together the Bills of Sale of the said Snow and all her Tochle apparel and Furniture and all other appurtenances whatsoever belonging unto her To hold the said Dwelling House and Snow called the Callicutt and all other the premisses unto the said Veloo Moodeliar his Heirs Executors administrators and Assigns immediately from and after Default Shall be made in either of the said Payments for ever with liberty to the said Veloo Moodeliar immediately upon Such Default to enter upon take possession and dispose of the said premisses either by Public Sale or otherwise as he may think proper and pay himself out of the Proceeds of such Sale without the Letter Hindrance of the said Pullapilla Bagavandaloo his Heirs Executors Administrators or Assigns.

Now the Condition of the obligation is such that the said Pullapillay Bagavandaloo his Heirs Executors Administrators do and shall well and truel pay or cause to be paid unto the said Veloo Moodeliar His Heirs Executors admor or Assigns the full and just Sum of Two Thousand three Hundred and fifty (2350) Star Pagodas and the Interest that Shall accrue at the times and in the manner abovementioned, Or in case of Default is such payment if then the said Pullapillay Bagavandaloo his Heirs Executors Administrators and Assigns Shall peaceably and quietly surrender and yield up the full and quite possession of the said Dwelling House Snow and Premisses unto the said Veloo Moodeliar his Heirs Executors Administrators or Assigns to be by him or them

them Sold and disposed of as they may think proper for the Repaying of the said Sum of Money Then the above obligation to be void and of no Effect otherwise to be and remain in full force and Virtue -

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

(Signed) [illegible]

(Signed) [illegible]

(Signed) [illegible] (L.S.)

A true Copy

P: Spencer

Atty Complt.

Mayor's Court at Madraspatnam

Tuesday the 12th day of Septr. Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
Edward John Hollond and Josias DuPré Porcher .... Aldermen

Between Vellos Moodeliar of Madras Merchant Complainant and Pullapillay Bagavandalos of the same Place Renter of Ponerce Defendt.

The Defendant being in Court by his Attorney Mr. Peter Walker 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 Thousand four hundred and Ninety three Pagodas fifteen fanams and Sixty Cash (Pagodas 2493. 15. 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

Huz

Filed 21st Octr. 1785.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator and Oratrix John Greene Lieutenant of Infantry in the Honble Company's Service and Jane Greene his Wife widow and administratrixt of the late William Hewish deceased that Thomas Barrett of Madras Merchant stands justly and truely indebted unto Your Orator and Oratrix in the full and just Sum of Two hundred and fourteen Star Pagodas, Ten fanams and Sixty four Cash Current Money of Madras Making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eight five Pounds and fourteen Shillings or thereabouts as does more particularly and at large appear by the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orator and Oratrix pray may be admitted as part of this their Bill of Complaint and whereas Your Orator and Oratrix have frequently and in amicable Manner requested

Payment

Payment of the said Sum of Two Hundred and fourteen Star Pagodas Ten fanams and Sixty four Cash from the said Thomas Barrett.

But now so it is may it please this Honble Court the said Thomas Barrett obstinately and wilfully refuses to pay the same or to give Your Orator and Oratrix any manner of Satisfaction touching the Premisses Your Orator and Oratrix 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 Thomas Barrett 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 iffectually 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 and Oratrix the aforesaid Sum of Two hundred and fourteen Star Pagodas Ten fanams and Sixty four Cash with all such Interest as now is or hereafter may become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Thomas Barrett to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts there of Personally to be and appear before this 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 and Oratrix's Bill of Compl^t and further to stand to and abide by such orther and Decree therein as to this Honble Court shall seem Meet

P. Spenser
Att^y Compl^t.

Fort St George 21st day of Octr 1785
This Bill was shewn to me in the days of adjorn^t
Let a Summons issue retornable Next Court day
Philip Stowey

D^r. M^r. Thomas Barrett in Account Current with Estate of late M^r. William Hawish Deceased &c.

		Pg^s	Fs.	Cs.
1781. Jany^y	To Amount of your Bill from 3^d January 1781. to 30th December 1782 as per Particular	302	20	–
1785 Octr 15th	To Interest on the above Sum from 3rd Jany^y 1781. to this day is 4 Years 9 months & 12 days at 12 p^r Cent per Annum	173	38	50
	Pagodas	476	13	50

		Pg^s	Fs.	Cs.
1781. Jany^y	By amount of your Bill from 1st January 1781. to 23rd April 1784 as per Particular	166	16	64
1785. Octr 15th	By Interest on the above Sum from 1st Jany^y 1781. to this day is 4 Years 9 Months & 15 days at 12 p^r Cent p^r Annum	95	34	2
		262	2	62
	By Balance due	214	10	64
	Pagodas	476	13	50

Fort St George
15th Octr 1785
E. C. Spilsgrove

J. Greene
Attn Copy
P. Spencer
Att^y Compl^t.

Filed 1st November 1785.

In the Honble the Mayor's Court at Madraspatnam

Between John Green Lieutinant of Infantry in the Honble Company's Service and Jane Greene his Wife Widow and Administratrix of the late William Hewish Deceased Complainants and Thomas Barrett of Madras Merchant Defendant.

The affidavit of Jane Green one of the above named Complainant.

This Deponent maketh Oath and saith that the above named Defendant Thomas Barrett stands justly and truely Indebted unto this Deponant in the full and just Sum of Two hundred and fourteen Star Pagodas Tenfanams and Sixty four Cash Current Money of Madras as does more particularly appear by the copy of an Account Current annexed to the Bill of Complaint.

J. Greene
Administratrix

Sworn at Madras this 31st day of Octr 1785.

Before me

Jo. Call
Senr Alderman

P. Spencer
Atty Compt

Filed 13th Decbr 1785.

The Answer of Thomas Barrett of Madras Merchant Defendant to the Bill of Complaint of John Green Lieutinant of Infantery in the Honble Company's Service and Jane Green his Wife Widow and Administratrix of the late William Hewish Deceased Defendant.

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 Incertainties Insufficiencies and Imperfections in the said Bill of Complaint ontained for Answer thereunto or unto so much thereof as this Defendant is advised doth materially Concern him to make Answer unto he this Defendant Answer and Saith that he denies to Stand indebted unto the Complainants or unto the Estate of William Hewish Deceased in the Sum of Two Hundred and fourteen Pagodas Tenfanams and Sixty Cash as is most unjustly charged by the complainants in the Account Current annexed unto their said Bill, For that this Defendant is only indebted unto the said Complainants on behalf of the said Estate in the sum of Eighty two Pagodas three fanams and Sixteen Cash as will appear upon Reference to the Account Current and Account particular Marked A & B annexed unto this Defendant's Answer, and which he prays may be admitted as part thereof, and which said Sum of Eighty two

two Pagodas three fanams and Sixteen Cash this Defendant now is and always hath been ready and willing to pay and tender the same in Bar of the Complainants said demand and of all Interest and Costs

This Defendant further answering and saith, that he had connections in trade with the said William Hewish from January One Thousand Seven Hundred and Seventy Nine to November One Thousand Seven Hundred and Eighty two during which time sundry settlement of Accounts took place at all which times there was a Ballance in favor of this Defendant, That the last time of such Settlement of accounts was on the thirty first day of December One Thousand Seven Hundred and Eighty, at which time a Ballance of Sixty Six Pagodas, four fanams and twenty four Cash appeared in this Defendants favor, which said Sum the Complainants have given this Defendant credit for and is included in the Account of particulars the Ballance whereof in the Complainants Account is made to amount to One Hundred and Sixty Six Pagodas, Sixteen fanams and Sixty four Cash Copy of which said account of thirty first December is hereunto annexed and praid to be admitted as part of this his answer marked C and this Defendant saith that after the said date of the thirty first day of December One Thousand Seven Hundred and Eighty, he purchased sundry Articles from the said William Hewish to the amount of Two Hundred and forty Eight Pagodas and Seventy fanams and not three Hundred and Two Pagodas and twenty fanams as is erroneously charged by the Complainants on the debit side of their Account which makes a difference of the Sum of Fifty four Pagodas unjustly charged more than this Defendant is really indebted unto the Estate of the said William Hewish, this Defendant saith that the said Errors arises from an in-

attention or want of information in the Complainants, the Complainants having charged this Defendant for three pieces of Silk in their general Account under the date of the fifth day of January One Thousand Seven Hundred and Eighty One at Eighteen Pagodas each piece which is a wrong charge, with this Defendant cannot account for without that the same arises from the following transaction between this Defendant and the deceased, That this Defendant about the thirty first day of December One Thousand Seven Hundred and Eighty having occasion for some China Silk for a person who applied to him for the same, he this Defendant sent to the Shop or Warehouse of the Deceased for Six pieces in order that the person who wanted the same might have a choice of which he wanted the deceased accordingly sent him Six pieces of Silk with the prices thereof being thirteen Pagodas each piece, That the person who wanted the said Silk took three Pieces out of the said Six pieces and this Defendant returned the other three pieces to the said Deceased nor about the said fifth day of January One Thousand Seven Hundred and Eighty One And this Defendant duely credited the said William Hewish for the three pieces he kept under the date of the day he applied for them & Not under the date of the thirty first December One Thousand Seven Hundred and Eighty as doth particularly appear by an Account Current closed that day with the said William Hewish which is the Account Current before referred to. And therefore this Defendant absolutely denies the said Charge of Fifty four Pagodas to be just, and this Defendant further more saith that the Deceased's Widow Jane Greene making Oath that this Defendant was indebted unto the Estate of William Hewish in the Sum of Two Hundred and fourteen Pagodas Ten fanams and Sixty Cash was a very inconsiderate act and tended greatly to the injury of this Defendant by compelling him

to

to give Bail for a Sum so far exceeding What he this Defendant really doth owe and particularly as this Defendant was ready as he now is to pay the Complainants what he is indebted unto the Estate, and this Defendant Saith that no instance can paint out the uncertainty of knowledge in the Complainants of the real State of the Deceased's accounts or of their intentions to injure him by the present Suit, than that the first demand made upon this Defendant by their Attorney at Law was for Only One hundred and Seven Pagodas, thirty three fanams and forty Cash, which this Defendant then objected to, and waited upon the said Attorney for that purpose, to whom he this Defendant did point out the errors of the Account upon which the said demand was founded and upon a conviction of a part thereof the said Attorney did reduce the said Ballance to Ninety Seven Pagodas, three fanams and Sixteen Cash which he this Defendant was willing to pay rather than be involved in the expanse and troble of a Law Suit And this Defendant saith that there is a probability from the Complainants conduct towards him that this Defendants compliance in this instance was an inducement with the Complainants to attempt further impositions upon him. –

This Defendant doth further Object to the Charge of Interest in the Complainants Account because this Defendant and the Deceased had never used in their dealings to insert in their Accounts any such Charge their transactions being merely mutual by taking from the Shop of One what the other hast not in his own, and which they further did at such a price as to enable the person taking such to get a profit thereby

All which Matters and things this Defendant is ready and willing to aver maintain and rove as this Honble Court shall direct and most humbly prays to be hence dismissed with his resonable Costs and Charges in this behalf most wronfully Sustained. –

Tho. Barrett

Hy Du Puy
Atty Defendt.

Sworn to in Court this
13th day of December 1785.

James Taylor
Regr.

A

Dr. The Estate of Late William Hewish in Account Current With Thomas Barrett Cr.

1784 Septr.	15th	To Sundries as pr. Account Annexed	166.	16.	64	1784 Jany.	1st	By Sundries as pr. Account Particular	248.	20.	–
		Ballance due	82.	3.	16.						
		Pagodas	248.	20.	–			Pagodas	248.	20.	–

Fort St. George
15th Septr. 1784 –

Tho. Barrett

B

The Estate of Late Mr. Wm Hewish ... Dr.

1781				
Jany	1st	To the Ballance due as p last Account Current	66	4 24
	"	1 Cow Katt	1	
	12	1 Madras Calander	"	12 -
	14	2 Cow Katt	2	
	31	1 Piece of Chint	2	10 40
April	18	To a pair Belts		18 -
July	4	To a p. Barcelet	11	
	27	To a Bason	1	
Augt	12	To Do Do	1	
Octr	17	To 2 p. Glass Salts	6	
	26	To 1 Bottle Venigar	"	21 -
Novr	24	To 1 Tea Pot	1	21 -
Decr	6	To 1 Do Do	1	21 -
1782	31	To 1 Corge Stockings	27	
Jany	29	To 1 Quire Paper		14 -
Feby	4	To 1 Bottle Doz Vinegar	"	21 -
	6	To ½ Dozen wine Glasses	1	21 -
June	26	To 6 Bottles Bitter	2	
July	23	To 7 Dozen Cups & Saucers	17	21 -
	27	To 1 Saddle Cloth	2	
Augt	14	To 1 Ketty Sawl	2	21 -
	16	To 1½ Dozen Coffee Cups & Saucers	3	
	24	To 1 Ketty Sawl	2	21 -
Novr	7	To 1 Bottle Vinigar		21 -
1784				
April	23	To Lieut. William Coaks Order	12	21 -
		Pagodas	166	1664

Fort St. George
15th Sept. 1785.

Tho Barrett

Dr. Mr. William Hewish in Account Current with Thomas Barrett Cr.

1780	24	To Ballance due as p last account Current	24			
March	13	To 1 Dozen Knives	15			
May	11	To 1½ Dozen Knives	2	21		
	29	To 1 Knife		27		
June	2	To 2 Cow Hides of Gum	1	31	40	
	10	To 2 Cow Hides		16		
July	24	To 2 p. Pistols		1	21	
August	31	To 2 pieces of Linnen		18		
Septr	9	To 24 Do Bottles		1		
	11	To 3½ Do Ditto		1		
	26	To 1 p. Stirrups leather		1		
		To 1 p. do Cloth		2	10	40
	27	To a Compleat Cabb Hatt		8	21	
		To 1 Main Hatt		5	21	
	30	To 1½ qr Blanketting		3	10	40
Octr	21	To 1 Compleat Cabb Hatt	14	8	21	
	5	To 1 do		8	21	
	6	To 1 Dozen Coffee Cups & Saucers		13	1	40
		To 1 Compleat Cabb Hatt		8	21	
	10	To 2 Case Knives			36	
		To 1 Butter Cup		1	21	
	12	To an Oxdrum Mr G. Day		14		
	16	To 1 Main Hatt		5	21	
	17	To 2 p. Main Hatts		1	1	40
	18	To 2 p. Main Hatts		1		
	21	To 1 Compleat Cabb Hatt		8	21	
		To 1 Main Hatt			18	
		To 2 Cabb Hatts		1	21	
Novr	9	To 2 Cabb Hatts		1	21	
Decr	1	To 1 Sadd Cloth		4		
	19	To Cash Lent		158	12	
		Pagodas		383	363	

Fort St George
31st Decr 1780
Tho Barrett

Mayors Court at Madraspatnam — Tuesday the 12th. day of September Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
Edward John Holland and Josias DuPré Porcher — Aldermen

Between John Green Lieutenant of Infantry in the Honble Company's Service and Jane Green his Wife widow and administratrix of the late William Rewish Deceased Complainant and Thomas Barrett of Madras Merchant Defendant

This Cause Coming on to be Heard and Debated this day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill with Copy of an Account Current Annexed the Affidavit of the Complainant the Defendants Answer with three Exhibits Annexed Marked AB & C 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 pay into the Complainant the Full and Just Sum of Eighty two Pagodas three Fanams and Sixteen Cash Pags 82. 3. 16 and that the Defendant do pay all Costs of this Suit.

12th Sept. 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Angelabba Mastree of Madras Taylor by his Attorney Francis DeSouza also of the same place Inhabitant that Neenah Labby and Mahomed Hussain also of the same place Inhabitant Stand justly and truely indebted unto Your Orator in the Full and just Sum of One hundred and twenty One Pagodas twenty one 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 Sixty Eight Pounds and Twelve Shillings or thereabouts as will more fully and at Large appear by the Copy of an Account Current and also 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 Orators 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 Requested Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Neenah Labba and Mahomed Hussain of the said Sum of One hundred and twenty One Pagodas twenty one Fanams and twenty Cash

But now so it is may it Please this Honble Court that the said Neenah Labby and Mahomed Hussain obstinately and wilfully Refuse to pay the same or to give Your Orator

Orator any Manner of Satisfaction touching the Pre
your Orator therefore prays a General Relief such
Honble Court shall appear Agreeable to Equity an
Conscience To the End therefore that the said Neenah La
and Mahomed Hussain may upon their Corporal Oa
true direct and perfect Answer make to all and Singular
ters and things herein before Set forth and alledged as fu
and Effectually to all Intents and Purposes as if thes
here again repeated and particularly Interrogated and
may be Decreed to pay unto Your Orator the aforesaid
One hundred and Twenty One Pagodas twenty one pen Lieute
and twenty Cash together with all such Interest as
or shall hereafter become due thereon and also all
Green his
this Suit

May it Please this Honble Court to Grant Process of
the said Neenah Labbay and Mahomed Hussain to the
and Required by the Sheriff of Fort St. George Secretary of Madr
and the Districts thereof Personally to be and appear before
Honble Court at a Cutcherie time and place to be by this Ho
prefixed and appointed then and there to Answer this
true Bill of Complaint and further to Stand to and abide
Order and Decree thereon as to this Honble Court Shall seem
Dated this
P. Walk
Agreed The

Dr. Neenah Labbay and Mahomed Hussain in account Current with Anjee Labbay Mastree Cr.

1785 Oct. 27th	To Amount of your joint & Separate Bond or Obligation bearing date 27th April last and Due in the Date	112			1786 Augt 27th	By Ballance Due	
1786 Augt 27th	To Interest on 112 from 27th Day of October 1785 to this Day being 10 Months	8	21	20			
	Pags.	121	21	20		Pags.	

Madras 27th August 1786.
Errors Excepted
The Mark of Anjee Labbay Mastree

Filed the September 1786.

To all People to Whom these Presents Shall Come Greeting
Whereas Neenah Labbay and Mahomed Hussain both of Madras
Inhabitant in and by the Ballance of an Account Current bearing Date
the Twenty Seventh Day of August in the present Year of Our Lord One
Thousand Seven Hundred and Eighty Six Stand justly and truely in
debted unto Anjee Labbay Mastree of the same place Taylor in the Full and
and just Sum of One hundred and Twenty One Pagodas Twenty One 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 Forty
Eight Pounds and Twelve Shillings or thereabouts as will More fully
and at Large appear by the said Account Current Now Know ye
that the said Anjee Labbay Mastree for a Valuable Consideration to him
in hand paid by Francis De Souza of Madras aforesaid Inhabitant at
or before the Sealing and Delivery of these Presents the Receipt whereof
is hereby Acknowledged he the said Anjee Labbay Mastree hath Assigned
and Set over and by these Presents doth Assign and Deliver unto the said Fran-
cis De Souza 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 Anjee Labba Mastree for the Consideration aforesaid hath made
Constituted and Appointed and by these Presents doth make Consti-
tute and appoint the said Francis De Souza his heirs Executors Admi-
nistrators and Assigns his true and Lawfull Attorney and Attornies
irrevocable 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 use and benefit of the said Francis De Souza his heirs Executors
Administrators and Assigns to ask require Demand and Receive of the
said Neenah Labbay and Mahomed Hussain each and either of them their
their Executors Administrators and Assigns the Money due and to be-
come due on the said Account Current and on Non payment thereof
them the said Neenah Labbay and Mahomed Hussain each and either

of

of them their Heirs Executors Administrators to Sue for and recover the same and on payment thereof to Deliver up and Cancil 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 Francis De Souza or his attorney or Attornies Shall Lawfully do in the Premisses the said Aujee Labbay doth thereby allow and Affirm and the said Aujee Labbay Mastree doth Covenent with the said Francis De Souza that the said Aujee Labbay Mastree 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 Francis De Souza Saving the said Aujee Labbay Mastree harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Aujee Labbay Mastree hath hereunto Set and Affixed his hand and Seal at Madras a foresaid this Eighth Day of September in the Year One Thousand Seven hundred and Eighty Six.

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

The Mark of
Aujee Labbay Mastree } (L.S)

[illegible]

Rammar

A true Copy
P. Walker
Attg for Complt.

Mayor's Court at Madraspatnam

Tuesday the 19th day of September Anno Domini 1786

Present

Robert Ewing Esquire Mayor
Edward Garrow and John Menzies
Aldermen

Between Augeelabbe Mastree of Madras Taylor by his Attorney Francis De Souza also of the same place Inhabitant Complainant and Neenah Labbay and Mahomed Hussain also of the Same place Inhabitant Defendant.

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 Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Twenty One Pagodas Twenty One fanams and Twenty Cash/ Pagodas 121. 21. 20. /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 11th July 1786.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator James Stringer of Fort St. George Bricklayer That Edward Ellis of the same place Gentleman one of the Attornies of this Honble Court stands justly and truly Indebted unto Your Orator in the Sum of two Hundred and forty Star Pagodas / making in Sterling money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Ninety Six Pounds or thereabouts / being the amount of Four Months House Rent / as pp Bills hereto annexed for the inspection of this Honble Court and which Your Orator prays may be taken as par and Parcell of this Your Orator's Bill of Complaint / due to Your Orator for the Hire of a House Situated lying and being at Vipery the property of and belonging unto Your Orator And which Your Orator further Sheweth the said Edward Ellis premised and Undertook to pay and Whereas Your Orator hath frequently and in an Amicable manner Requested Payment from the said Edward Ellis of the said Sum of two Hundred and forty Star Pagodas —

But now so it is and May it Please this Honble Court the said Edward Ellis 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 Ellis may upon his Corporal Oath full true direct and perfect answer make to all and Singular the Matters and things therein before Set forth and alledged as full truely and Effectually to all Intents and purposes —

purposes as if the same were again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Two Hundred and forty Star 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 Ellis to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts — thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and thereto Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such order and Decree therein as to this Honble Court shall Seem Meet.

Chas. Bromley
Atty Complt.

Mr. Ellis ..... Dr.

To three Months House Rent Due 31st December ... Pagodas 180 —

Fort St. George
1st January 1786 —

E. E. pp (Signed) Jas. Stringer.

A true Copy Chas. Bromley
Atty. Complt.

Mr. Ellis ..... Dr.

To House Rent for the Month of January 1786 ... Pagodas 60 —

(Signed) Jas. Stringer

A true Copy
Chas. Bromley
Atty Complt.

Mayors Court at Madraspatnam — Tuesday the 19th day of September Anno Domini 1786 —

Present

Robert Ewing Esquire Mayor

Edward Gerrow and John Menzies

Aldermen

Between James Stringer of Fort Saint George Bricklayer Complainant and Edward Ellis of the same place Gentleman one of the Attornies of this Honble Court 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 using 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 Two Hundred and Forty Pagodas Pag^s 240 — " — / 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 13th Decr 1788

To the Honble the Mayors Court at Madraspatnam

Shunkoo Chinna Kistnamah Chitty Compl^t

Gandavady Venkatasawmy Chitty Def^t

The Humble Petition of the Defendant in the above Cause a Prisoner in the common Gaol of Madraspatnam —

Sheweth

That your Petitioner In the year One Thousand two hundred and Eighty two, and for a considerable Time before, being seized and possessed of and well entitled unto, a Quarter part or Share of a certain extensive spot of Ground, consisting of Paddy Fields, Topes, Gardens and Tank known by the Name of Kistnamah Naicks Grounds and being at that Time indebted unto Henry Brooke Esquire and Manna Permall Pillah for which they had obtained Decrees of this Honble Court, and the said Complainant Shunkoo Chinna Kistnamah Chitty having also obtained a Decree upon an Accomodation Bond, granted by this Defendant to the said Complainant, without any valuable Consideration whatever, for the Purpose herein after mentioned, the said Manna Permall Pillah caused a Writ of Execution to be issued upon this Decree and the Sheriff in Virtue thereof, seized upon the said premises and either by Mistake or Collusion, advertized the same for Sale, on Monday the Fourteenth Day of August in the Year of Our Lord One Thousand Seven Hundred Eighty One whereas on Monday

Monday was the thirteenth Day of the said Month, and the said premises were put up and actually sold at five Oclock in the afternoon of that Day, By Reason of which mistake Collusion the Inhabitants did not attend, and the Premises were sold for three Thousand and Seventy star Pagodas which in Truth and in fact were worth seven Thousand Star Pagodas —

That the said Complainant on Behalf of your Petitioner presented a Petition to this Honble Court — stating the above Facts and praying that the said Sale might be declared Null &c said — That immediately thereafter, one Soobray Lee Chetty a Friend of Manna Permall Pillah and Rangapillah the Attorney of the said Henry Brooke offered to the said Complainant and actually did give Him, one Thousand Star Pagodas as a Bribe to withdraw his said Petition and support from the Defendant, whereby the said Sale might be confirmed but your Petitioner insisting upon proceeding in this Honble Court, to have the said fraudulent Sale set aside Soobray Lee Chetty and Rangapillah finding that they were likely to lose the said One Thousand Star Pagodas, so given to the said Complainant for the Purposes aforesaid, by reason that Your Petitioner would not submit to a Confirmation of such fraudulent Sale, they made a Complaint to Veerapermaul Pillah the then Governor Dubash praying his Interference to have the said one Thousand Pagodas restored to them —

That the said Veerapermaul Pillah having undertaking to settle the Difference between the several Parties herein before mentioned, who being all present, they came to a settlement and the said Defendant having agreed to execute

execute a Bill of Sale, and upon such final settlement then found of all Accounts between the said parties, there was found due to your Petitioner from the said Rangapillah after payment of Debt, Interest and Cost of Henry Brookes Decree, and all other demands the Sum of two Thousand eight Hundred and twenty five Star Pagodas for which sum your Petitioner gave an order to the Complainant Shunkoo Chinna Kistnamah Chetty to receive the same and which was accordingly received by Him, as will more fully appear by a true Copy of the said Order and Receipt hereunto annexed marked A the Original whereof being a Voucher is in the Custody and possession of Narrain Pillah the Brother of Deceased Ram Pillah since deceased and whom your Petitioner humbly hopes, this Honble Court will order and direct to bring the said Original Order and Receipt into Court for their Inspection —

That exclusive of the aforesaid sum of two Thousand Eight Hundred and twenty five Star Pagodas so received by the complainant Shunkoo Chinna Kistnamah Chetty he also received on account of Your Petitioner the further sum of seven Hundred and Sixty star Pagodas, by the sale of certain Boutiques and Godowns, making together the sum of three Thousand five Hundred and eighty five star Pagodas which the said Complainant hath repeatedly acknowledged to have received on account of your Petitioner, and in particular in a certain Answer delivered by the said Complainant to Anthony Sadlier Esquire to a petition presented by your Petitioner praying the Interposition of Mr Sadlier to relieve Him from the injurious and oppressive Conduct of the said Complainant who hath also in the said Answer stated and admitted the several Facts herein before mentioned and set forth — except as to the Reason and

Manner

manner of granting the Bond, wherein the said Complainant obtained the Decree herein after mentioned, which Your Petitioner doth expressly aver and declare before God and man arose in manner and form following and not as the said Complainant hath falsely and most unjustly stated and set forth— Viz— That sometime in the month of February in the Year of our Lord One Thousand seven Hundred and eighty one your Petitioner being much distressed by his Creditors and particularly by the said Rangapillah on account of the Debt due to the said Henry Brooke, and being unacquainted with Business himself, he consulted and advised with the Complainant Shunkos Chinna Kistna-mah Chitty who had married his Daughter and was a Man well acquainted with Business how he could preserve his Property from being seized upon and torn to pieces by his Creditors, and to reserve, at least a part thereof for the maintenances of himself and Family, it was then and there agreed between Your Petitioner and his son in Law the Complainant, that your Petitioner should grant to him a mortgage Bond upon the Lands and Premises herein before mentioned; and whenever it might be necessary, that, he should confess the said Bond in this Honble Court so that a Decree might pass thereon whereby the said Complainant might in some Decree protect the said Property—

That in pursuance of such agreement and for the Purposes aforesaid your Petitioner did enter into and execute unto the said Complainant a Mortgage Bond for the sum of two Thousand Nine Hundred and Thirty Star

Pagodas twenty two Fanames and forty Cash with Interest thereon at the rate of Nine per cent per annum and on the twenty sixth Day of February in the Year of Our Lord One Thousand seven Hundred and Eighty two did empower Henry Dupuy Esquire one of the attorneys of this Honble Court to acknowledge the said Mortgage Bond to be just and to suffer a Decree to pass thereon which was accordingly done for the sum of three Thousand two Hundred and eighty two Star Pagodas Eight Fanams and forty four Cash together with such Interest as there was or should thereafter become due thereon untill full payment was made.—

That in taking the said Decree the said Complainant hath unjustly calculated the Interest on the said Bond at and after the rate of twelve per cent per annum notwithstanding it is therein expressly declared that the Interest shall be only at and after the rate of Nine per cent per annum, thereby further increasing the said fraudulent Demand.—

That the Complainant some Time after obtaining the said Decree betraying that Trust and Confidence that Your Petitioner had reposed in him, and regardless of that Protection, he owed to the Person who had given Him his Daughter in marriage did by the most oppressive and injurious means in his power endeavour to enforce Payment of the said Decree for which the Complainant never gave any Consideration whatever but which Your Petitioner was advised he was bound to. Limit to by the strict Rules of common Law. and notwithstanding he received the full amount of Principal Interest and Costs of the said Decree by the two payments herein before mentioned He only gave Your Petitioner Credit for the sum of two Thousand four Hundred and ninety five Star

Star Pagodas twenty Fanams, and the
tember in the year of Our Lord An
and eighty two, prayed this Honble
of Commitment against your Petition
Thousand and fifty star Pagodas
due Him thereon, upon which your
hath Been detained a close Prisoner
the space of three Years last past
Complainant hath received more
Decree with Interest and Costs as
by an account Current fairly and
the said Parties in the Possession
ney, a true Copy whereof is hereunto
which He prays may be taken as
whereby it appear that the said Complainant hath received
the sum of Eighty one Star Pagodas thirteen Fanams over
and above the Amount of Principal Interest and Costs
of the said Decree —

That your Petitioner being conscious that He had
paid off all sums of money due or pretended to be due under
the said Decree, admitting the same to be just, which he ex-
pressly denies, and that He was wrongfully and illegally
detained in prison He applied by Petition to Anthony
Sadlier Esquire then one of the Members of Government
praying his Interposition to relieve your Petitioner from
the cruel and oppressive Hardship & Labours under, and the
said Complainant was ordered to give in an answer to
your Petitioner said Complaint which He accordingly
did but before the same could be heard Mr. Sadlier was
removed —

on the thirtieth Day of Sep-
Thousand Seven Hundred
Court to grant a warrant
rer for the Sum of One
as the pretended Ballance
a Petition was taken and
in the Common Gaol for
Notwithstanding the said
than the Amount of this
will more fully appear
rrectly stated between
of your Petitioner attor-
nmexed marked B. and

removed to Masulipatam —

That your Petitioner afterwards addressed the Honble Alexander Davidson in like Manner but whether Mr Davidson was engaged by more important Concerns or whether He did not think Himself competent to grant Relief the same was never proceeded on — And your Petitioner now remains remediless in the Premises unless this Honble Court will interpose on his Behalf by ordering the said Complainant to answer this Petition upon Oath — and thereupon to refer it to the Register of this Honble Court or some other Person whom they may think proper to appoint, to take and state an account upon the said Decree and report to this Honble Court if any and what Sum of Money is due to the Complainant thereon —

Your Petitioner therefore humbly prays this Honble Court to take the Premises into consideration and if it shall appear upon taking such Account that the said Complainant hath received the Amount of his said Decree that You will then be pleased to order Your Petitioner to be released from the said Warrant of Commitment and grant Him such further Relief herein as shall appear to this Honble Court to be agreeable to Equity and Justice —

And your Petitioner as in Duty
bound will ever pray &c —

J. Grierson Atty for Pet.r

A

Translation of the Order refered to in the annexed Petition upon Vineata Ram Pillah.—

You are to pay to Suncoo Chinna Kistnamah Chitty the sum of Two Thousand Eight Hundred and Twenty five Pagodas (2825) agreeably to the Discharge which Discharge you should receive from Him and keep it as a Receipt.— dated 13th March 1782.—

(Signed)

G: Sawmy.—

Received the above Contents Pag. 2825. per me

(Signed)

Suncoo Chinna Kistnamah

True Copy

J. Grierson atty for the Petr.

B

Dr. Suncoo Chinna Kistnamah in Account with Gandavady Vencatasawmy Cr.

1782 March 13th	To Cash received by you from Vineata Ram Pillah on my account and in Virtue of my Order to Him as appears by your Receipt thereon. Ballance due me upon the Sale of my Ground and Garden after payment of Henry Brooke's Decree	2825	1782 March 13th	By Amount of the Execution Debt and Interest	3311	27	70
				By Costs	27	26	—
				By Interest from the above Date untill the 30th September 1782 When the Warrant of Commitment was granted — 9 pro.t per annum as Stipulated in my Bond	163	41	10
Augt 20	To Cash you received from the produce and Sale of my Boutiques and Godowns	760		By Ballance due to the Defendant	81	13	—
	Pagodas	3585		Pagodas	3585		—
	Ballance Due to the Defendant	81 13					

Error Excepted

No. 5 5 5 30 8 0 10 21

True Copy

J. Grierson atty for the Petr.

Filed 14th March 1786

The answer of Suncoo Ainna Kistnamah Chitty Respondent to the Petition of Gandavady Venkata Swamy Chitty Petitioner

The said Respondent saith he is advised that the purport of the Petition is to obtain a discharge from the prison of this Honble Court where to the Petitioner was Committed some time on or about the thirteen day of September which was in the Year of Our Lord One Thousand Seven hundred and Eighty two being upwards of three Years past upon a Warrant of Commitment for Contempt in not Satisfying the Decree of this Honble Court by Virtue whereof he hath been ever since and still Continues to be in the Custody of the Sheriff This Respondent doth not deem it Necessary to enter into any Repetation of the Matters set forth by the Petitioner as a Ground for his prayer because he regards the substance and end of the said Petition to be equally irregular and out of all practice, the Petitioners Committment being upon Record as well as the Cause thereof which is uncontrovertable Evidence of its justness as well as that he should Remain a Prisoner untill discharged by due Course of Law and according to the practice of this Honble Court to Wit by fully Satisfying the Decree therein that if the Petitioner had been aggrieved which this Respondent doth not in any wise admit there is a mode of Redress open to him by way of Action or otherwise as he might be advised by his Counsel but that he which he hath Now Recourse is not only in this instance irregular, but would in the event of its

staining

staining into practice be of Most pernicious and Dangerous Consequence to all Suitors of this Court for in such Case it would by an ineffectual Justice in this Honble Court to grant a Complainant a Decree after having followed litigious Defendant thro' all the Varied proceedings of along and expensive Law Suit if his Decree after Execution and Commitment Should be exposed to Review and the Merits Victors pested upon any Grounds the Defendant might choose to exhibit to answer the ends of malice dishonesty or dispair This Respondent therefore hopes that this Honble Court will discontinuance such new fangled practice in the first Attempt the more so as the Case in question is a decree granted upon personal Confession and that they will be pleased to dismiss the Petition with Exemplary Costs

By Dubay Chitty
Popham Resp.

Witnesses Names.

Interrogatories to be Administered to such Witnesses, as shall be Produced, Sworn and Examined, on the part and Behalf of the Petitioner in a certain Matter now Depending and at Issue in the Honble the Mayors Court at Madrapatnam, wherein Gundavady Vencata.

Vencata Sawmy Chitty, of Madras Inhabitant is the Petitioner and Suncoo Chinna Kistnamah Chitty of the same place is Respondent in a certain Cause wherein the said Sunkoo Chinna Kistnamah Chitty was Complainant, and the said Gundavady Vencata Sawmy Chitty Defendant.

1st Interrogatory To all the Witnesses } Do You know, or do you not know, the parties Petitioner and Respondent in this Matters and the Title of these Interrogatories named, and the Complainant or Defendant, in the above named Cause, 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 the Truth declare —

2nd Interrogatory Veera Permall Pillah and Patnasawmy Moodeliar } Do you know, or do you not know, whether the party Petitioner in this Matters ever was Seized, possessed of, or legally Entitled unto a certain Share, or proportion of an Extensive spot of Ground, Consisting of Paddy Fields, Topes Gardins, and Tank known by the Name Title or description of Kistnamah Naick's Grounds, situated within the Black Town Wall — If yea? when and of how much or what Share and proportion was he so Sand Legally possessed of, or Entitled unto — When — and in what manner was the same disposed of, — at what time, and under what Circumstances — advantages —

— advantages on disadvantages was such Sale made for how much Money — and how, and to whom was the same paid or applied, the whole of these Matters to the best of your Knowledge, Recollection and Belief — Setforth and the whole truth declare, together with your Reasons for such your Belief —

3d Interrogatory Do You know, or do you not know, of any and what Sum or Sums of Money being paid by the Petitioner or by anyone, and whom for him in this Matter to the Respondent in the Title of there Interrogatories named — If Yea? how much was the Amount of Such sum or sums of Money, and on what account was the same paid, setforth the whole of the Matters particularly and the Truth declare —

4th Interrogatory To Ranga Pillah and Vellayuda Pillah } Do you know, of any and what Number of Boutiques or Godowns the property of the Petitioner being Sold — If yea by whom — to what Amount or Value — And who received the Money, or how was the same applied — Set forth the whole of these Matters fully and particularly and the truth declare —

5th and Last Interrogatory } Do You know of any other matter or Thing or have you heard, or can you Setforth any Thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the Petitioner — If yea? declare the same as you know have heard or do beleive, together the reasons for such your Belief as fully and Particularly as if you had been thereunto particularly Interrogated —

P. Spencer
J. Grierson
Attornies for the Petr.

Mayor's Court at Madraspatnam

Between Gundavady Vencata Sawmy Chitty, of Madras Inhabitant is the Petitioner and Sunkoo Chinnah Kistnamah Chitty of the same place is Respondent in a certain Cause wherein the said Sunkoo Chinna Kistnamah Chitty Complainant and the said Gundavady Vencatasawmy Chitty Defendant

On the Part of the Petitioner

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

Patna Sawmy Moodelliar of Madraspatnam Town Conicoply Aged 51 Years or thereabout— being produced as a Witness in this Affair On the Part of the Petitioner was on the 6th Day of June 1786 Signified at the Office of Messrs Stephen Popham & Henry Du Puy who are Attornies for the Respondent by Vencatachellum my servant who also left them a Note of the Name Title & Place of Abode of the said Deponent & afterward on the Same Day being Sworn and Examined Deposeth as followeth—

1st. To the first Interrogatory this Deponent saith, that he doth know the Petitioner Gundavady Vencatasawmy Chitty in this Affair— and that he hath so known him Twenty Five Years— and that he doth know the Respondent Sunkoo Kistnamah Chitty in this affair— and that he hath so known him the Same time— and that he doth also know the Complainant Sunkoo Kistnamah Chitty in this Caus, and that he hath so known him twenty five Years— and that he doth know the Defendant Gundavady Vencatasawmy Chitty in this Cause, and that he hath so known him the Same time— and more saith not to this Interrogatory—

2nd. To

2nd. To the Second Interrogatory this Deponent saith, that he does known the Petitioner was possessed of one fourth part of Kistnamanigs grounds and that the same was also to Vencata Rame pilly, but this Deponent knows nothing of the Circumstance of the Sale when it took place what was the price agreed on or how the Money was paid or Applied— and more Saith not to this Interrogatory—

3rd. To the third Interrogatory this Deponent saith, that he knows nothing of the Petitioner having paid any money to the Respondent— and more Saith not to this or the last Interrogatory—

J. Spalding
Exmr.

Mayor's Court at Madraspatnam

Between Gundavady Vencata Sawmy Chitty of Madras Inhabitant is the Petitioner and Sunkoo Chinna Kistnamah Chitty of the Same place is Respondent— in a certain Cause wherein the said Sunkoo Chinna Kistnamah Chitty was Complainant, and the said Gundavady Vencata Sawmy Chitty Defendant

On the Part of the Petitioner

Depositions of Witnesses taken in this Cause by and before

before the Examiner in this Court as followeth —

Vellayada Pillah of Madras Cawkeeper Aged 55 Years or thereabouts — being produced as a Witnesses in this affair On the Part of the Petitioner was on the 10th Day of June 1786 Signefied at the Office of Messrs. Stephen Popham & Henry DuPuy who are Attorneys of the Respondent by Vencatachelum my Servant who also left them a Note of the Name Title & Place of abode of the said Deponent & afterwards on the Same Day being Sworn and Examined Deposeth as followeth —

1st ... To the first Interrogated this Deponent Saith that he doth know the Petitioner Gundavady Vencata Sawmy Chitty in this affair — and that he hath so known him thirty Years — and that he doth know the Respondent Sunkoo Chinna Kistnamah Chitty in this affair — and that he hath so known him Twenty or thirty Years — and that he do the also know the Complainant Sunkoo Chinna Kistnama Chitty in this Cause and that he hath so known him Twenty or thirty Years — and that he doth know the Defendant Gundavady Vencata Sawmy Chitty in this Cause — and that he hath so known him thirty Years and more saith not to this Interrogatory —

4th — To the fourth Interrogatory this Defendant saith he does know that there were five Shops and One Godown belonging to Gundavady Vencata Sawmy and Bourcheir Narrain — and that the half of the said property belonging to the Petitioner was Sold by the Sherieff at public Outcray for Seven hundred and Sixty Pagodas the amount of which was paid to Chinna Kistnamah Chitty by the Sheriff on Account of the Petitioner — and more saith not to this or the last Interrogatory —

J. Spalding
Exmr.

The Mark of Vellayada Pillah

Additional Interrogatories to be administered to such Witnesses as shall be Produced Sworn and Examined on the part and Behalf of the Petitioner, in a certain matter now depending and at Issue in the Honble the Mayors Court at Madraspatnam Wherein Gundavady Vencata Sawmy Chitty of Madras Inhabitant in the Petitioner and Sunkoo Kistnamah Chitty of the Same place is Respondent in a certain Cause wherein the said Sunkoo Chinna Kistnamah Chitty was Complainant and the said Gundavady Vencata Sawmy Chitty Defendant.

Interrogat Witnesses } Do You know or do you not know the Parties Petitioner and Respondent in this Matters and the Title of these Interrogatories named, and the Complainant or Defendant in the above named Cause or either and which of them — If yea how long have you so known them either and which of them particularly set forth and the truth plare —

2nd Interrogatory Padege Chitty — Look at the Paper Writing Now produced and Shewn the Let you at this the time of your Examination marked with with a A purporting to be an Order in the Malabar Language Langu Receipt thereunto annexed or under Written in the Gentoo e are you acquainted with the Characters — do you understand the

the Malabar and Gentoo Language or Characters, or either and
of them — If you set forth and declare, the Contentes of
of the said Paper Writing that is the order, and the Acc
rately and distinctly or so much, and such part there
know by whom the same or either of them are sign
stanely — or whom is the Order given, by whom and for
port, in whose Hand Writing or Character is the Rec
for what Sum of Money, by whom Subscribed, and to
Honor purport or Effect, the whole and every part of th
ters particularly set forth and distinctly Answer an
to the best of your Knowledge and Belief, togethe
Reasons for such your Belief and the wh

5. Interrogatory } Do you or Do you not know wh
To Defts — Sawmy in the Pleadings in this Cause name
seized and possessed of or well entitled unto
Number of Godowns or Boutegues — If yes
not the same Sold and disposed of by Publ
otherwise — To whom and for what Sum
how and in what Manner was the Amoun
settled and upon what account — The whol
of these Matter fully and distinctly set forth
to the best of your knowledge and Belief —

Mr 4. Interrogatory } Look at the Paper writing now
Patna Sawmy }
Moodaliar } to you at this the time of your Examin
The Interroga- B purporting to be an Agreement and Da
tory was — Malabar Language — Do you understa
drawn out
by Order of
Court of the Language — If you set forth and declare t
25th Sept. 1780 Contents of the said Paper Writing destroy
at the Hearing
of the Def.ts answer
James Taylor
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Gundavady Venata

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y Vallayde Pillah

and such part thereof as you know by whom is the same
signed and to whom given or granted, and who are the subscribing Wit-
nesses thereto and particularly note and mark the Date thereof —
Do you or do you not know of any and what Sum of Money being
paid to Sunkoo Chinnakistnamah in the Petition named under and
by Virtue of the said agreement and Discharge — If yea by whose
orders and Direction was the same paid or directed to be paid was
it or was it not by order of Gundavady Sawmy in the Petition
named, and upon his Account or by order of any other Person — The
whole and every part of these Matters particularly set forth and
distinctly answer and explain to the best of your Knowledge and
Belief, together with your Reasons for such your Belief and
the whole truth Declare —

tory } Do you know of any other Matter or Thing, or have
ves } you heard, or can you set forth any thing touching the
in Question in this Cause that may tend to the Benefit or
se of the Petitioner — If you declare the same as you know
d or do believe together with the Reasons for such Your
fully and particularly as if you had been thereunto part
Interrogated —

J. Grierson
atty for Pets

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2d. Interrogatory
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Between Gundavady Venata
Sawmy Chitty of Madras Inha-
bitant is the Petitioner and Sunkoo
Kistnamah Chitty of the same place
is

is Respondent in a certain Cause wherein the said Sunkoo Chinna Kistnamah Chitty Complainant and the said Gundavady Vencata Sawmy Chitty Defendant

On the Part of the Petitioner

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

Padege Chitty of Madras Shroff Aged 45 Years or thereabouts being produced as a Witness in this affair On the Part of the Petetioner was on the 5th Day of June 1786 Signified at the Office of Messrs Stephen Popham & Henry Dudley who are Attorney for the Respondent by Vencatachellum my Servent who also left them a Note of the Name Title and Place of Abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Petetioner Gundavady Vencata Sawmy Chitty in this affair, and that he hath so known him twenty five Years; and that he doth know the Respondent Sunkoo Kistnamah Chitty in this affair, and that he hath so known him the same time and that he doth also know the Complainant Sunkoo Chinna Kistnamah Chitty in this Cause, and that he hath so known him twenty five Years — & that he doth know the Defendant Gundavady Vencata Sawmy Chitty, 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 doth

dose not understand the Malaber language but that he understands the Gentoo and knows the peaper writing marked A to be a Receipt in the Hand writing of the Respondent who has signed it purporting to be an acknowledgement for two thousand Eight hundred and twenty five Pagodas — and more saith not to this Interrogatory —

3d ..... To the third Interrogatory this Deponent saith, that Vencata sawmy and Boocher Narain were proprietors of five Shops and One Godown and that the half of the said property belonging to Vengada Sawmy was sold by publick Outcry to Chinna Moodelly who paid for the same Seven hundred and Sixty Pagodas which sum was paid to Chinnakistnama Chitty by the Sheriff the Sale being by order of the Honble the Mayors Court — and more Saith not to this or the last Interrogatory —

J Spalding
Exam.

Mayor's Court at
Madraspatnam

Between Gundavady Venata Sawmy Chitty of Madras Inhabitant is the Petitioner and Sunkoo Kistnamah Chitty of the same Place is Respondent in a Certain Cause wherein the said Sunkoo Chinnakistnama Chitty was Complainant and the said Gundavady Venatasawmy Chitty Defendant

On the Part of the Petitioner

Depositions

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

Patna Sawmy Moodelliar of Madraspatnam Town Conecoply aged 51 Years or thereabouts — being produced as a Witnesses in this affair — On the Part of the Petitioner was on the 6th Day of June 1786 Signified at the Office of Messrs Stephen Popham and Henry DuPuy who are attornys for the Respondent by Vencatacha being my Servent who also left them 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 Petitioner Gundavady Vencata Sawmy Chitty in this affair and that he hath so known him Twenty five Years — and that he doth know the Respondent Sunkoo Kistnamah Chitty in this affair and that he hath so known him the same time — and that he doth also know the Complainant Sunkoo Kistnama Chitty in this Cause — and that he hath so known him twenty five Years — and that he doth know the Defendant Gundavady Vencatasawmy Chitty 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 understand the Malabar Language and that upon looking at the Paper writing Marked B he knows it to be a discharge Dated the thirteenth Day of March One Thousand Seven hundred and eighty two for the price paid for a Garden — that it is signed by the Petitioner and Granted to Vencataraum Pilla and that the Witnesses thereto Subscribing are Suncoo Chinna Kistnama Chitty, Mootteen and this Deponent — and this Deponent further saith that he knows nothing of any Sum of Money having ever been paid to Suncoo Chinna Kistnamah in quence of this Discharge

This Deposition was thrown out at the Hearing of the Petr. & answer this 29th Sept. 1786 — James Taylor Regr.

Discharge tho he knows that the Petitioner gave an order upon Ranga Pilla for the amount of the Money therein mentioned — and more saith not to this or the last Interrogatory. —

J. Spalding
Exmr.

படனாதாமி பெரியயா —

Filed 4th July 1786

In the Honble the Mayor's Court at Madraspatnam —

Between Gundavady Sawmy Chitty — Petitioner and Sooncoo Chinnah Kistnamah Chitty — Respondent —

Exceptions taken by the above named Respondent to the Interrogatories and Depositions on the part and behalf of the above named Petitioner —

First ... This Respondent doth except to the Additional Interrogatories or to such part thereof with the Depositions taken thereto as have been administered unto Patnah Sawmy Moodelliar hath been examined on Original Interrogatories and it is contrary to the Rules of Practice to examine the same Person on additional as will as Original Interrogatories —

This Exception was overruled at the hearing of the Petition and answer this 29th Sept. 1786 James Taylor Regr.

Second ... This Respondent doth except to the Exhibit B and all Interrogatories administered and Depositions taken thereon because no Copy of such Exhibit B hath been annexed to or otherwise Noticed in the Proceedings before had in this Honble Court on behalf of the said Petitioner and therefore it appears to be new Matter and in no wise relating to the Merits of the Petition now depending before this Honble Court nor is this Respondent's name otherwise mentioned therein

This Exception was held good at the hearing, in above mentioned — James Taylor Regr.

therein except as a Subscribing Witness thereto

For which Reasons this Respondent excepts to the Interrogatories and Depositions as well as the Exhibit B above stated and prays that the same may be thrown out with Costs to be paid by the Petitioner

Hy DuPuy
Popham
Attornies for Respondent

Filed 25th July 1786.

In the Honble the Mayors Court at Madraspatnam

Between Gundavady Sawmy Chitty Petitioner, and Suncoo Chinna Kistnamah Chitty — Respondent

The Answer of Gundavady Sawmy Chitty the above named Petitioner to the Exceptions taken by the above named Respondent to the Interrogatories and Depositions on the part and behalf of the said Petitioner —

To the first Exception — The Petitioner saith that it is agreeable to the Rule and Practice of this Honble Court and of the High Court of Chancery in England to examine the same Witness on additional as well as Original Interrogatories — and therefore the Depositions of Patrahsawmy Modelliar taken under the additional Interrogatories, and excepted to by the Respondent, are regular and proper to be read at the hearing of this Cause and for the Satisfaction of this Honble Court, He begs leave to state

the Case of Andrews and Brown In 1st Equity Cases abridged Pag. 233 — Which is precisely in point," If Interrogatories are exhibited in the Examiners Office and Witnesses examined thereon, either Party may without any Order for that Purpose exhibit new Interrogatories for further Examination of the same or other Witnesses"

To the 2nd Exception — The Petitioner admits that no Copy of the Exhibit B. is annexed to his said Petition which it was not in His Power to do as the same was in the Custody and Possession of a Person who refused to deliver the same or any Copy thereof to your Petitioner when He was about filing his said Petition — But — your Petitioner saith that the said Exhibit B. purports to be a Bill of Sale of certain Gardens and Grounds which are particularly mentioned and described in this said Petition as having been sold for the Payment of certain Demands, and therefore has a Reference to the Subject matter of the said Petition and is produced as Collateral Evidence of a Fact stated therein and — proved —

Wherefore your Petitioner humbly hopes this Honble Court — will declare the said Interrogatories and Depositions as also the Exhibit B regular and proper — and that you will be pleased to admit the same to be read at the hearing of the said Petition —

J. Grierson
atty for Petr.

Extract from the Minutes of a Court Held at the Town Hall on Friday the 29th Day of September Anno Domini 1786.

Present

Robert Ewing Esquire Mayor

James Call — Edward John Hollond

Edward Gerrow — William Webb

John Menzies and Josias Du Pre Porcher

Aldermen

Suncoo Chinna Kistnamah Chitty

~~vers~~

Gandavady Vencata Sawmy Chitty

Petition of Gandavady Vencata Sawmy Chitty Read.

Answer Read.

Interrogatories on the part of the Petitioner Read.

Two Depositions taken thereunto Read.

Additional Interrogatories on the part of the Petitioner Read.

Two Depositions taken thereunto Read.

Exceptions taken by the Respondent to such part of the Additional Interrogatories as are exhibited to Patnah Sawmy Moodelliar and his Deposition taken thereon as also to the Exhibit B. Read.

Answer thereto Read.

The Court having taken the same into Consideration are of Opinion that the said Exception is insuffecient it is therefore Ordered that the same be thrown out with Costs to be paid by the Respondent — The Court are further of Opinion that the Second Exception is good and Sufficient it is therefore Ordered that the Exception B and the Interrogatories and Depositions Relative thereto be thrown out with Costs to be paid by the Petitioner — The Petition and Answer Coming on to be heard and Debated this Day in the Presence of the Attorneys on both Sides One Reading the Petitioners Petition, The Respondents Answer On Hearing the

Pleadings made Use of by the Attorneys and on due Consideration had thereon This Court doth think fit to Order and doth Accordingly Order that the Petitioner's Petition do Stand Dismissed with Costs.

Hux

Filed 19th Augt 1785.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator George Williams Lieutenant in His Majesty's Twenty third Regiment of Light Dragons Whereas Your Orator was in the Year One Thousand Seven hundred and Eighty three Lieutenant commanding a Troop of the said Regiment under the Command of Lieutenant Colonel Thomas Nash That the said Lieutinant Colonel Nash being about to leave India and take his departure for Europe the Command of the said Troop did entirely devolve upon your Orator and he was in consequence named thereto on or about the Thirteenth day of August in the same year, Your Orator Sheweth that having in the Manner aforesaid the Command of the said Troop by the parture of the said Lieutenant Colonel Nash from India, Your Orator was entitled to all the contingent emoluments which might arise from the payment of all Sums disbursed on account of the said Troop as also for the feeding Horses thereof.

And your Orator further sheweth that for the better Care and Management of the Horses of the said Regiment the Right Honble the President &c. Council of Fort St. George were pleased to make a certain Contract allowence for the feeding and other Matters Relating to the said Horses. But Your Orator Sheweth

Sheweth that in consequence of the said Resolution of Government Major General Sir John Burgoyen did take upon himself as Commander of the said Regiment the direction of the Care Management and feeding of the whole of the Horses of the Regiment, as well as all other Matters Relating to the Contract for the same, And Your Orator sheweth that the Captains of the several Troops of the said Regiment steeming themselves injured by the said Sir John Burgoyne engrossing to himself the sole direction and Management of the said Contract and of the Contingent emoluments thereof, if any there should arise therefrom, they the said Captains severally Commending Troops in the said Regiment did represent the same to different Commanders in Chief of Troops on the Coast, And did afterwards represent the same by Letter to the Right Honble the President and Select Committee under the date of the Fifth day of July One Thousand Seven Hundred and Eighty three inclosing the aforesaid Letters to the said Commenders in Chief as may more fully and at Large appear by Copy of the said Letter hereunto annexed as followeth To Wit

To the Right Honble the President & Select Committee

My Lord and Gentlemen

We, being all the Captains of Troops in his Majesty's 23rd Regiment of Light Dragoons, beg leave to represent to you that we have applyed in the most Regular Manner to two Commanders in Chief on a Matter which the following Copy of a Letter addressed to each of them will fully explain —

We have neither been able to procure redress to a Real grievance or even an Answer

We are sensible that an Application would come more regularly before you thro the Commanding Officer of the Kings Troops, but circumstanced as we are what can we do otherewise than Appeal directly to you and Request you will be pleased either to afford us immediate Redress to that you will do us the favor to point out the means by which we are may procure it.

We have the Honore to be with great respect

My Lord & Gentlemen

Your Most Obed^t & Most humble Servent

J Floyd Col. in In

Thos Nash Lt Col.

Jam^s Thomas Captain

J. Beckwith d^o

The hewe Dod d^o

And Your Orator further Sheweth that in consequence of the aforesaid Representation of the said Captains of Troops, The Right Honble the President and Select Committee were pleased on the Sixth day of August One Thousand Seven Hundred and Eighty three, to give out in General Orders The following Resolution "The Right Honble the President and Select Committee are "pleased to publish in General Orders that the Officers Comman-"ding the different Troops in His Majesty's 23rd Reg^t of Light "Dragons do feed their Horses According to the contracted price at "eight pagodas and half per month being at the rate allowed "the Company's European Cavalry" Your Orator further sheweth that

that the said General Order and Resolution of the Right Honble the President and Select Committee having determined the Right claimed by the Several Captains of Troops to the feeding of the several Horses in the Troops under their Command, no further doubts could remain thereupon and their said several rights became indisputable, But Your Orator Sheweth that three of the aforesaid Captains of Troops being afterwards absent from the Commands thereof, two by leaving India and one by being absent at the Southward for a Considerable time, another question arose upon the Right the said three Captains had to any advantage that might accrue from the Contract for feeding the Horses of their several Troops, respecting which Your Orator sheweth that Colonel Floyd who then Commanded the said Regiment did address the following Letter To the Right Honble George Lord Macartney under the date of the fourth day of May One Thousand Seven Hundred and Eighty four To Wit

To the Right Honble George Lord Macartney K. B:

My Lord

Since your Lordship and the Select Committee directed the allowance for the maintenance of the Horses of His Majesty's 23d. Regiment of Light Dragoons to be paid to the Captains of Troops — Two of those Gentlemen have returned to Europe and another has been absent to the Southward a Considerable length of Time —

So me it seems

devided any advantage that may accrue from that Contract — when it is impossible for them from their situation to perform any of the Duties of their Station —

I have therefore to request your Directions in what manner it should be disposed of whether devided among the Captains of Troops present and doing duty or the Subaltern as appointed by me to the case of those Troops or what other Method you may think proper —

I have the Honor to be
&c.
(Signed) J. Floyd

St Thome
4th May 1784 —

In answer whereto Your Orator Sheweth a Letter of which the following is a Copy, was sent to the said Colonel Floyd by Mr. John Huddleston Secretary to the Select Committee, dated the Eighth day of May One Thousand Seven Hundred and Eighty four To Wit —

To Colonel Floyd

Sir

I am directed by the Right Honble the President and Select Committee to acknowledge Your Letter of the 4th Instant, and to inform you in Answer that in their Opinion there can be no doubt that the Captains who are gone to Europe have no Claim to any profit arising from feeding their Horses, and they think if there be any, that it should be enjoyed by the Officers who respectively command each Troop. With regard to the Captain absent to the Southward, the Select Committee are ignorant of the occasion of his going thither, but they think that Regulations

might

might be estabished among the Officers for such cases, and that the Absents should have notice of them, previous to their taking place —

Fort St. George
8th May 1784 -
Exd. J.

I have the honor to be
Sir
Your Most Obedient humble Servent
(Signed) J. Huddleston Secry
(Signed) W. G. Wasey Depy Secry

By which said Letter it evidently appear that the Claim to any profit arising from feeding the Horses of Troops, the Captains whereof had gone to Europe, should be enjoyed by the Officer who respectly Commended each Troop and Your Orator sheweth That after the Right Honble the President and Select Committee had so fully determined the Right of Claim to any profit from the feeding the Horses of the said Regiment to be in the Officer Commanding each several Troop, he had no doubt but that under that Sanction and the reasonableness of the Case in his favor, The right of Your Orator to any emoluments arising from the said Contract as Commanding a Troop, the Captain whereof was in Europe, would not meet with any impediment or dispute; Notwithstanding which Your Orator Sheweth that Majore General Sir John Burgoyne did as Much as in him lay endeavor to deprive Your Orator of the emoluments arising from that part of the Contract Relating to the feeding of the Horses of the Troop Your Orator Commended, altho' Your Orator's said Claim was founded upon the Authority of Government, which most undoubtedly, had a Right to contraul and direct the Manner in which the same should be executed and fulfilled And further by the Act of the said Lieutenant Colonel Nash under his hand dated the Twenty third day of September One

Thousand

Thousand Seven Hundred and Eighty three, wherein the said Lieutenant Colonel Nash doth as fully as it was in his power relinquish all right whatever to any emoluments arising from the feeding the Horses of his the said Lieutenant Colonel Nash's Troop in the following wards and figures —

Sir

You are hereby requested to take upon yourself the payment and feeding of my Troop the emoluments which you will receive to yourself, the Contingent Money being already paid to me to the 24th December 1783. Thos. Nash —

Which said Act, of the said Lieutenant Colonel Nash, even upon the Supposition that Government had not a Right of controul in the Order and Management of the said Contract, is sufficient to determine Your Orator in whatever right therein, which the said Lieutenant Colonel Nash as Captain of the said Troop had, previous to his relinquishing the same in favore of Your Orator, and if the said Act doth only Speak in confirmation of the Act of Government, whereby it is directed the Right of Claim to any profit arising from feeding the Horses of Troops, the Captains whereof had gone to Europe should be enjoyed by the Officers respectively commanding such Troop, the same doth fully shew the Sentiments of the said Lieutenant Colonel Nash, that the said Right was in Your Orator, and could not enure to him during his absence from India, — nevertheless Your Orator Sheweth the said Major General Sir John Burgoyne did endeavor as much as in him lay to render ineffectual the said Act of the said Lieutenant Colonel Nash and the Act of Government in Your Orator's favor, by ordering Your Orator to be deprived of the emoluments of the said Troop, which occasioned Your Orator to Address a Letter to the Right Honble the President and Select Committee dated from Arcott the

Second —

Second day of July One Thousand Seven hundred and Eighty four To wit

To the Right Honble the President & Seled Committee

My Lord and Gentlemen

When Lieut Colonel Nash of the 23d. Regt. of Light Dragoons went to Europe on leave of absence, he gave me the fullest power to receive all the emoluments of his Troop in my own account, and I have enjoyed the benefit of this Gift till the 7th. of this Month when the contract for Feeding Lt. Col. Nashs Troop was took from me by an Order from Major Genl. Sir John Burgoyne

I have enclosed you my Lord & Gentlemen an Extract from Colo. Floyds Letter to me, by which I am deprived of the Emoluments of Lt Colo. Nash's Troop —

I must beg leave my Lord & Gentlemen to remonstrate in the strongest manner against Major Genl Sr John Burgoyn interfering in a Matter so unjust and so unprecedented in his Majesty's Service, not only in my own right, but that of Colo. Nash who is absent and who went to Europe in the fullest confidence that the injustice above complained of would never be attempted, and I will be bold to say that every Captn. in the Regmt. are convinced that no Person but the Govt. of this Country has a power of controuling their Contract no part of which has been broke by me acting for Lt Colo. Nash every relating to the contract I left to the Management of Colo. Floyd —

I wait my Lord and Gentlemen

with the utmost anxiety your determination —

Arost July 2d. 1784 —

" I have the honor to be

" My Lord and Gentlemen

" Yr &c G Williams

In Answer whereto, Your Orator Sheweth he received a Letter from the Deputy Secretary dated the Twelfth day of the said Month of July To Wit

To Lieutenant Williams

of the 23d. Regiment of Dragoons

Sir

I am directed by the Right Honble the President and Select Committee to acknowledge the Receipt of Your Letter of the 2d. Instant and to Signify to You in Answer that on the 8th. of May the Committee gave their Opinion on the Subject of the right to any Advantage that might arise from feeding the Horses of the 23d. Regiment of Light Dragoons in a Letter to Colonel Floyed of which I enclose a Copy, and to which I am directed to refer You —

I am Sir

Your Obedient Servant

Fort St. George

12th. July 1784 —

Ex. H

W. G. Wasey

Dep. Secry

By which said Letter your Orator prays leave to charge, that the Right Honble the President and Select Committee wrote Your Orator to the before recited Letter of the Eighth May wrote by them in Answer to Colonel Floyd's Letter of the fourth day of the said Month, whereby all doubt of your Orator's Right of Claim to the emoluments of Feeding the Sroop he commanded are done away and Removed, and your Orator hath always maintained his Right thereto by holding the paymaster of the Regiment Answerable for the same, whose department it is to Receive Money from Government on account of the said Contract, from the Time Your Orator came to the Command of the said Sroop which was on the Thirteenth day of August One Thousand Seven Hundred & Eighty three, untill the thirteenth day of April in the Year of our Lord One Thousand Seven Hundred and Eighty five inclusive, the day on which Your Orator was removed from the Command of the said Sroop to Wit the Sum of One Thousand three hundred and fifty Pagodas and upwards, arising upon the profits and Emoluments upon the Contract for feeding the said Sroop from the aforesaid thirteenth day of August One Thousand Seven Hundred and Eighty three untill the thirteenth day of April One Thousand Seven Hundred and Eighty five being the Difference or Overplus of Money remaining in the hands of the Paymaster Gilbert Child a Captain in the said Regiment Received on account of the said Contract at the rate of eight Pagodas and one half of a Pagoda, and the Several Sums of Money expended upon the said Contract for feeding the Horses of the said Sroop from the time aforesaid and untill the

the date aforesaid or unto such further Sum of Money as may upon a discovery and Statement of Accounts appear to become due and owing unto your Orator thereon, which making in Sterling Money of Great Britain at the Rate of eight Shillings for every Pagodas the Sum of Five Hundred and forty Pounds And Your Orator Sheweth that he hath frequently and in an amicable manner requested payment of the said Sum of One Thousand three Hundred and fifty Pagodas from the said Gilbert Child or unto such further Sums of money as may upon a Statement of the Accounts of the Receipt and disbursement on Account of the said Contract appear due to Your Orator during the time aforesaid on Account of the said Contract

Butnowsoever May it Please this Honble Court the said Gilbert Child Obstinately and wilfully refuses to pay the Same or to give Your Orator any Manner of satisfaction touching the Premisses under Sundry and Various evasive pretence and excuses and particularly that he is restrained therefore by certain pretended Claims of the said Major General Sir John Burgoyne, which Your Orator charges to be very vague and fictitle, Because the said Gilbert Child having the said Sum demanded by Your Orator being the overplus remaining in his hands on Account of the said Contract and of the Same being performed and fulfilled, he the said Gilbert Child is accountable for the Same unto Your Orator and unto no other person or persons whatever, as the premisses and grounds of Your Orator's Claim fully demonstrate and Sets-tify, and because your Orator Sheweth that the said Gilbert Child well knows that Your Orator hath Received without

any dispute the Contingent money of the said Troop during all the time he commended the same, being an allowance of Government of about thirty two Pound Sterling per Annum for the Repairs of Arms &c. and to make up Loses of Men dying indebted to the Captains or Officers Commanding of Troops, and that Your Orator is equally under the circumstance of this Case entitled to the Contingencies arising upon the Contract for feeding of the Horses of the said Troop, Your Orator therefore prayeth a General Relief such as to this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Gilbert Child may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things herein before setforth charged and alledged in as full true direct and perfect a manner as if the same were here again repeated and Interrogated and more especially that he may setforth and discover whether the aforementioned Exhibits whereof Copies are annexed unto this his Bill of Complaint are or are not true Copys of their Originals To Wit a Letter from the Captains of the said Twenty third Regiments of Light Dragoons to the Right Honble the President and Select Committee dated the Sixth day of July One Thousand Seven Hundred and Eighty three, Copy of the General order recited and charged to have been published on the Six day of August One Thousand Seven hundred and Eighty three Copy of a Letter from the said Colonel Floyd to the Right Honble George Lord Macartney dated the fourth May One Thousand Seven Hundred and Eighty four, Copy of a Letter Signed J. Huddlestone Secretary to the Right Honble the President and Select Committee in

in answer thereto, Copy of a Letter from Your Orator to the Right Honble the President and Select Committee dated the Second July One Thousand Seven Hundred and Eighty four, Copy of a Letter from William George Wray Deputy Secretary to the said Right Honble the President and Select Committee or whether he doth or doth not know and believe that the same or such other and what like papers have been written to the purport meaning and intent of the several Contents thereof, And further that the said Gilbert Child may setforth and discover whether he hath or hath not seen the Original Exhibit purporting to be a Letter from Lieutenant Colonel Nash to your Orator, under the date of the Twenty third day of September One Thousand Seven Hundred and Eighty three, and whether he doth not know and believe that the said Lieutenant Colonel Nash did write and send Your Orator the said Letter, and whether he doth not know and believe that the meaning and intent thereof was to receive unto Your Orator as much as in him lay the enjoyment of any emoluments accruing from the Command of the said Troop and also that the said Gilbert Child may setforth and discover whether Your Orator did or did not command the said Troop from the thirteenth day of August One Thousand Seven hundred and Eighty three, to the thirteenth day of April One Thousand Seven Hundred and Eighty five, or from what day and untill what day inclusive And that the said Gilbert Child may setforth whether the Sum of One Thousand three Hundred and fifty Pagodas as charged by Your Orator as the difference or overplus of money received by him or by some other and what person or persons and who on account of the

said Contract and the several Sums of money expended upon the said Contract for feeding the Horses of the said Troop, from the said thirteenth day of August One Thousand Seven hundred and Eighty three untill the thirteeth day of April One Thousand Seven Hundred and Eighty five or some other and what sum and that the said Gilbert Child may setforth a full true and particular account thereof to the full satisfaction of this Honble Court and also that the said Gilbert Child may setforth and discover whether the Contingent Money before Recited for repairs of Arms &c^a is or is not allowence made to the Captains of Troops and received by them, and whether Your Orator hath or hath not received the said Contingent Money from the Twenty fourth of December One Thousand Seven Hundred and Eighty three upon the Twenty fourth of December One Thousand Seven Hundred and Eighty Four or untill what other time or times, and lastly that the said Gilbert Child as Paymaster to the said Regiment may pay unto Your Orator the aforesaid Sum of One Thousand three Hundred and fifty Pagodas and such other or further Sum or Sums of money as may upon a Statement and discovery of Accounts of the Receipts and disbursements on account of the said Contract appear due unto Your Orator as Commanding the said Troop from the thirteenth of August One Thousand Seven Hundred and Eighty three untill the thirteeth April One Thousand Seven Hundred and Eighty five 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

the said Gilbert Child 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 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.

Madraspatnam 18th August 1785.

This Bill was shewn to me in the day of adjournment Let Summons issue returnable Next Court Day

Philip Stowey
Mayor

Hy Dis Parr
Atty Compl^t.

Filed 21st Febry 1786.

The Amended Answer of Gilbert Child Captain in his Majesty's Twenty third Regiment of Light Dragoons and Paymaster thereof, Defendant to the Bill of Complaint of George Williams, a Lieutenant in the said Regiment Complainant.

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and advantage of Exception, to the many Errors, incertainties, Untruthes, Insufficiencies, and

and Imperfection in the said Complainants Bill of Complaint
contained, for answer thereunto or unto so much thereof
as he this Defendant is advised concerneth him, or is in
any manner Material or Request for him this Defendant
to make answer unto, He this Defendant for further
answer saith it is true that Lieutenant Colonel Thomas
Nash did Command a Troop in the said Regiment previ-
ous to his departure for Europe in the Month of August in
the said Year of our Lord One Thousand Seven hundred
and Eighty four, and that the Command thereof did on the
departure of the said Thomas Nash devolve on the Compli-
nant, as the next Senior Officer in the said Troop, subject
Nevertheless to the Will and pleasure of Major General
Sir John Burgoyne Baronet, who as Colonel of the
said Regiment had a right to remove the said Complainant
to any other Troop and to divest him of the Command thereof,
whenever he should think proper so to do, as appears by the
general Orders of his late Majesty still in force, Copy
whereof is hereunto annexed and prayed by the Defendant
to be taken as part of this his answer and this Defendant
saith that the Right Honble the President and Council, or
rather the Right Honble the President and Select Committee
of Fort Saint George may have heretofore made certain
Contract allowence for the Feeding and other matters
relating to the said Regiment of Light Dragoons and this
the said Sir John Burgoyen may have taken upon

himself the direction, Care and Management thereof, and that
the Captains may have given in such Representation as is stated
in the Complainants Bill of Complaint, and this Defendant hath
heard and believes that the Right Honble the President and Select
Committee did give out in General Orders that the Officers Com-
manding the different Troops in his Majestys twenty third
Regiment of Light Dragoons should feed their Horses according to
the Contracted Price at Eight and a half Pagodas per Month,
being at the Rate allowed to the Companys European Cavalry,
and this Defendant doth acknowledge that the right of the
several Captains commanding Troops to the feeding of the se-
veral Horses in their respective Troops doth appear Clear, under
and by Virtue of such general Orders, and this Defendant hath
heard and believes that Colonel Floyed did address the Right
Honble the President and Select Committee in the Month of
may which was in the Year of our Lord One Thousand Seven
Hundred and Eighty four, in order to determine the Right of
two Captains who had set off for Europe, and one who was to
the South ward, to the Emoluments of Feeding their respective
Troops, and that the Right Honble the President and Select
Committee did Determine against the Right of Captains gone
to Europe to any Profit from feeding their Troops and that in their
Opinion such Profit should be in favour of the person Commanding
such Troop, and this Defendant saith it may be true that the said
Thomas Nash may as far as in him lay have authorized the Com-
plainant to have taken upon himself the feeding of the Troop
heretofore Commanded by the said Thomas Nash, but this Defen-
dant by no means admitteth that the said Thomas Nash was
Competent thereto, as will appear by the line of Conduct follo-
wed by the said Sir John Burgoyne, as hereinafter set forth, This

Defendant Saith it may be true that the Complainant may have written to the Right Honble the President and Select Committee on the Second of July in the said Year of Our Lord One Thousand Seven hundred and Eighty four in manner as is stated in the Bill of Complaint, and that the answer thereto by the Deputy Secretary may have been as stated therein by referring the Complainant to their Letter as therein stated by their said Secretary under date the said Eighth day of May which was in the Year of Our Lord One Thousand Seven hundred and Eighty four, and this Defendant Saith it may be true that the Complainant may have held this Defendant Answerable for any Profits arising thereon, altho' this Defendant alledgeth without any Just and sufficient Cause for the reasons hereinafter set forth, this Defendant Saith that the allowance granted by Government at home for the Repairs of Arms and to make up the Loses of Men indebted to the Officers Commanding Corps is totally independent of the allowance for Feeding Horses and may of Right be held by the Senior Officers of any Troop, whether absent from or doing Duty with such Troop, altho' as this Defendant humbly Conceiveth the Right of the Complainant to the Feeding of Horses as by his own shewing and the Orders of Government by him set forth the property only of ten Officers actually doing Duty with as well as Commanding each Troop — This Defendant by way of further Answer saith that the Actual Contract of Government with the Several Captains of Troops is at the Rate of Eight Pagodas per Month for each Horse and half a Pagoda for the Cleaning and Repair of Accoutrements, and this Defendant Saith that he hath been informed by Sir John Burgoyne, that he never did admitt of any Right in the said Thomas Nash to deliver over the Care or

Management

Management of the Feeding his Troop to the Complainant and that Thomas Nash as well as the Complainant knew, that at tho' he might wish to give the Advantages of the Troop to the Complainant, he would never suffer a Precedent to be Established in his Regiment by which a Captain going away should nominate his Subaltern to command his Troop in his Absence, and the said Sir John Burgoyne in order to avoid the same, gave out another Officer in Orders to command the Troop, in the Absence of the said Thomas Nash, but as soon as he had gone for Europe Sir John Burgoyne appointed the Complainant to the Troop having had a particular Regard for him from Knowing his Family and Situation and that he formerly held a Captains Commission in the Queens Dragoons and the said Sir John Burgoyne hath informed this Defendant as the fact really is that in giving to the Complainant the Feeding of a Troop he stretched a Point in his favor to the prejudice of many Senior Lieutenants in the Regiment who it is but Justice to say did not complain as they knew the Motives which actuated the said Sir John Burgoyne therein, this Defendant Saith that after the Complainant had Enjoyed the Feeding of the said Troop for near a Year, and which when paid would amount to a Considerable Sum the said Sir John Burgoyne thought it Right that other Officers should enjoy the Advantage, and therefore ordered that the Complainant should be informed that After the first day of July in the said Year of Our Lord One Thousand Seven hundred and Eighty four, he was not to Consider himself, as intitled to them, and was informed thereof by Colonel Floyd on the Thirteenth day of June in the said Year — In Consequence of which the

Complainant

Complainant wrote to the Right Honble the President and Select Committee who for Answer referred him to their Letter of the Eighth day of May, as Stated in the Bill of Complaint whereby the Officers actually commanding and not the absentees were to have the Advantage of Feeding, and whereby it was suggested that such Officers as were absent should have notice of regulations respecting the Feeding the Troops before they took place This Defendant saith that the Complainant was then absent and had been absent from his Troop for some little time before for his departure from Saint Thome for Arcot took place as well as this Defendant recollects early in the said Month of June, so that Sir John Burgoyne let the advantage run on without appointing another Officer for near a Month, and the said Sir John Burgoyne also complied with the said Suggestion of the Right Honble the President and Council by directing Notice to be given the Complainant of the Regulation before it took place This Defendant saith that Sir John Burgoyne considered those very Orders of Government as Conclusive and that the Complainant by being Absent from the Troop had no longer a Right to the Emoluments of feeding the Troop, after Sir John Burgoyne had given out another in Orders — Else Sir John Burgoyne might have precluded the Complainant beyond the possibility of Claim by appointing the Complainant to another Troop as by the General Orders of his Majesty Copy whereof is hereunto annexed and by letting the Officer whom Sir John Burgoyne meant to receive the Emoluments of Feeding remain as Senior Officer in the Troop This Defendant saith that Sir John Burgoyne was so displeased the ungracious Return of the Complainant in his application to the

right

right Honble the President and Select Committee against him that as soon as the Complainant returned to the Regiment at Saint Thome he was immediately ordered by Sir John Burgoyne to another Troop since which time he hath not presumed to claim any Share of the Emoluments of Feeding, and this Defendant hopeth it will appear to the Satisfaction of this Honble Court that his being absent on Detachment at Arcot was sufficient to preclude him as soon as he had notice thereof, and another Officer was appointed as aforesaid in his Room This Defendant further saith that soon after the said Complainant had returned to Saint Thomé and was ordered to another Troop Sir John Burgoyne gave out in Regimental Orders as follows."

"R.O. Major General Sir John Burgoyne as Colonel of the Twenty third Light Dragoons having found there remains a Ballance in the Hands of the Paymaster after defraying the Expences of feeding the Horses to the 30th. of April 1785, Orders that the said Ballance be Credited to the Accounts of the Officers undermentioned in the following Proportion. —

On Entire 5th. part to Colonel Floyd
On Entire do. to Captain Affleck
One 5th. from the 13th. Augt. 1783 to 31st. do. 1784
to Captain Beckwith
One 5th. from 31st. Augt. 1784 to the 30th. April 1785.
to Captain Brown.
One 5th. to Lieut. Williams from 14th. Octr. 1783. —
to 31st. August 1784."

Major Nash, Captain Thomas and Captain Dodd there Proportions till they left the Country, and the remainder

to

To be devided between the Lieutenants, Child, Sage, & Howell: the latter having been in the Regiment but Ten months to receive in Cooporteon only for that time, the Accounts not being made out to anearer period, than last April the whole Ballance is not yet Ascertained, but when it is the proportions will be the same to that time, and from thence forward if any Savings are made — The Absent Captains proportions to be devided among the Lieutenants —

Sir John Burgoyne conceives this the most Equitable Devertion and the Government having declared that the Absent Captains have no right to any advantage from the Saving or Feed, takes on himself all Responsibility on this head — Signed — J. Burgoyne —

Which Orders the said Sir John Burgoyne shewed to, and they received the approbation of Lieutenant General Sloper Commander in Chief of his Majesty's Forces in India previous to their being Published This Defendant therefore Saith that by the very Orders of Government on what the Complainant pretend to found his Claim he hath no right, and so if there Remained a Doubt thereon this Defendant humbly Submitteth that the Regimental Orders above Stated and approved by the Commender in chief of all India ought to be conclusive with the Complainant as it hath been with all the other Officers, and this Defendant saith that if the said Thomas Nash had

had no Right to the Emoluments of Feeding the Troop after his Departure for Europe, he had no Right to assign such Emoluments, This Defendant further Saith that the said Complainant cannot produce any Contract for feeding although he grounds his Claim as upon a Contract — which ground is in fact imaginary, for the advantage of feeding the Five Troops made one Common Stock to the Fifth of which each Captain had an equal Right while present with his Troop, and the Profits which accrued during the absence of the Captains was devided as above according to the best Rule of Equity which the said Sir John Burgoyne could devise, as all the Lieutenants had done duty in different Troops from the Sickness and Absence of each other, at Several times, and this Defendant Saith that the Complainant was told he should not reap any advantage from the Feed altho he was not told he should be in the like Predicament as to the other Allowances, so that the Complainants Argument on that head, doth not hold This Defendant Saith that the Complainant hath no other Plea than what arises from the Tenderness of the said Sir John Burgoyne who could by the Article of war as hereunto annexed have removed him had he thought it necessary when he ordered him to be discontinued from the Advantages of feeding the Troop but Sir John Burgoyne Avoided that Step in order that the other Emoluments and which were not an Object of Discussion by the Government of this Country, not of necessity attached to Officers duely doing Duty with the Troop should be continued to the Complainant This Defendant lastly Saith that the Sum of One Thousand three hundred and ninety nine Pagodas, Eighteen Fanams and Seventy six Cash Current Money of Madras is the exact

exact Amount difference or Overplus of money due on Account of the Contract for feeding the Horses of the Troop Charged to have been under the Care of the Complainant from the thirteenth day of August which was in the Year of our Lord One Thousand Seven Hundred and Eighty three to the thirtieth day of April which was in the Year of our Lord One Thousand Seven hundred and Eighty five which Sum of Money so due and Owing as aforesaid hath not been paid in full or in part into the Hands of this Defendant, as Paymaster to the said Regiment of Curse this Defendant is not Accountable, or cannot be held Answerable for the Amount either to the Complainant or any other person or persons whomsoever

All Which Matters and things this Defendant is ready and Willing to Aver, Maintain and prove as this Honble Court shall direct, and humbly prays to be hence Dismissed with his Reasonable Costs and Charges in his Behalf most Wrongfully Sustained

Sworn to
before me this 28th day
of February 1786
Robt Coing
mayr

Gibt Child
Edward Ellis
for Stephen Popham
Atty for the Defendt

Geo. R.

Whereas it has been humbly presented to us, that disputes have frequently arisen amongst our Forces, concerning the posting Subaltern Officers to Troops and Companys

Companys, whereby our Service hath Suffered, or may Suffer, We have therefore taken the same into our Royal Consideration and have thought fit, to order to Remedy the said Inconveniencies for the Future, hereby to authorize and give full power to the Colonels and Commanding Officers of every Regiment in our Service, to post the Subaltern Officers in such manner, as he or they shall think may best Conduce to the Good of our Service, and the Regular Disciplining and due Government of the Troops and Companys under their Command, having Regard always to the Seniority of such Subaltern Officers, as far as may be, to the End that no Prejudice may happen to our Service - or to them - And this our pleasure The Colonels Field Officers, and every other Commission Officers, in our Service are to Observe and pay due Obedience to accordingly

Given at our Court at St. James's this 23d day of April 1736 - in the ninth Year of our Reign By his Majestys Command -

Signed / William Yonge -

A true Copy
Edward Ellis
for Stephen Popham
Atty for the Defendt

Filed the 18th March 1786

The Replication of George Williams Lieutenant in His Majestys Twenty third Regiment of Light Dragoons Complainant to the Amended Answer

Answer of Gilbert Child Captain in the said Regiment and Paymaster thereof Defendant.

This Repliant Now and at all Times Hereafter saving and Reserving unto himself all and all Manner of Benifit and Advantage of Exception to the Many Errors insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Saith that his Bill of Complaint against the said Defendant and all and Singular the Matters and things therein Contained are true Certain and Sufficient in the Law to be Answered unto in such Manner and Form as the Same are therein and thereby set forth and alledged and that the said Answer is very untrue Evasive and Insufficient in the Law And for further Replication this Repliant Saith that the Defendant is justly and truely Responsible and Answerable to this Repliant in the Sum of One Thousand three hundred and Ninety Nine Pagodas Eighteen Fanams and Seventy Six Cash, or in such further Sum as may upon a discovery and Statement of Accounts appear to become due and Owing unto this Repliant as a Lieutenant Commanding a Troop in the said Regiment, arising from the difference or Overplus of Money remaining in his hands or hereafter by him to be accounted for as Pay Master of the said Regiment, upon the Contract referred to in this Repliants Bill, for Feeding a Troop of the said Regiment from the thirteenth day of August One Thousand Seven Hundred and Eighty three untill the thirteenth day of April One Thousand Seven Hundred and Eighty Five And this Repliant Saith that the Defendants Answer is by no means a plain and direct Answer to the said Bill

of Complaint, which is Founded upon the time that this Repliant Commended a Troop in the said Regiment, untill the time that he was removed from the said Troop, and his Right during that time To Wit from the thirteenth day of August One Thousand Seven Hundred and Eighty three untill the thirteenth day of April One Thousand Seven Hundred and Eighty five, to any emoluments arising upon the Feeding of the said Troop, grounded upon the Authority of Government directing that the Officers commanding the different Troops in his Majestys Twenty third Regiment of Light Dragoons should feed their Horses according to the contracted price More Especially as the Defendant hath admitted that a General Order of the like Tenor and purport was published in consequence of a Representation of the different Captains of the Troops of the said Regiment against the Said Sir John Burgoyne assuming and taking upon himself the direction and management of the said Contract which evidently shews that it was not the intention of Government that the said Sir John Burgoyne should have any Controll as Commander in Chief in the said Contract, but that the Same should be individually managed by the Captains or Officers commanding respective Troops, as hath been Shewn by many resolutions and Opinions of the Sellect Committee on the Subject, And this Repliant Saith that it appears that Sir John Burgoyne did in the acknowledgement of the said Right being in Officers commanding Troops, appoint this Repliant to the Command of a Troop with the View and design that he should thereby derive the advantages which might arise from feeding the said Troop, and this Repliant Saith that he could not be capriciously deprived of that right by any regulation made to controll the Contract for feeding the Horses, because that Controll did not rest with him but with Government;

and whatever regulations he might have made under an apparent Idea of such a directing power, it evidently appears that he was in fact convinced that he could not deprive this Repliant of his Right to the advantages of feeding the said Troop, without depriving him of the Command of it. And that he could not give this Repliant the Right of feeding the Horses without giving him the Command of the Troop, consequently this Repliant was and is entitled to whatever emoluments or advantages, have arisen from the feeding of the said Troop, during all the time he commanded it, as a Natural and inseparable consequence, which could not be lessened impaired or annulled, but by removing this Repliant from the Command. and this Repliant Saith that under no other circumstance could Sir John Burgoyne deprive him of the Right he claims or of any part thereof, this Repliant for that reason did make the representation to the Select Committee by Letter under the date of the Second July One Thousand Seven Hundred and Eighty Four Copy of which he hath annexed unto his Bill of Complaint together with their Answer confirming their Opinion of the Eighth of May by Letter to Colonel Floyd. And this Repliant Saith that he hath Since the filing of his Bill came to the possession of an Extract of the Select Committee dated the fifth day of May One Thousand Seven Hundred and Eighty five, the latter part whereof is directly a confirmation of their sentiments by General Order dated in August One Thousand Seven Hundred and Eighty three, of their Letter to Colonel Floyd of the Eighth of May One Thousand Seven Hundred and Eighty four, and of their Letter to this Repliant of the Twelfth July in the Same year To Wit

Resolved. That Sir John Burgoyne be informed that we are not authorized by any instructions we have received to comply with his Request.

If there be any profet on feeding the Horses of the 23d. Regiment of Dragoons the Committee think the Captains who are gone to Europe have certainty no Claim to it, But that it should be enjoyed by the officers who respecting command each Troop. a True Extract.

W.C. Jackson

And this Repliant Saith, that if the said Sir John Burgoyne had any controll in the said Contract that power would have extended to the Share of Captains Commanding Troops with equal right as to that of Officers commanding Troops, which however it doth not appear he ever disputed after the General Order of August One Thousand Seven Hundred and Eighty three, and it is clear that the only power of interference or disposal of the said Contract, which he reserved or thought he had a right to reserve to himself as Colonel of the said Regiment, was that of preferring such officers to the Commands of the Troop vacated by Captains who had gone to Europe, which the View of such officers being benefited by the feeding of the Horses of such Troop, according to the resolution and intentions of Government, but in no wise that he should afterwards interfere in such officers Share of the Contract, because such Share was a Natural and indefeasable appendage to the Command of the Troop and not liable or exposed to his coercion or power as Commander in Chief, the full power whereof had been already exercised by the appointment of this Repliant, between which, there was no

intermidiate

intermidiate power of interference in the Rights annexed to such appointment, which must lat until such appointment was superseded in the manner it afterwards was, in April One Thousand Seven Hundred and Eighty five, but, not before, this Repliant therefore was in clear possession of his Right to his Share of the Contract, until such time as he was removed from it." The Defendant saith "That this Repliant was absent at the time that Sir John Burgoyne "ordered this Repliant to be informed, that, after the first of July One "Thousand Seven Hundred and Eighty four, he was not to consider him- "self as entitled to the advantages of feeding the Troops, that he had "been absent since the Month of June, and that Sir John Burgoyne "had let the Advantage run on without appointing another Officer "for near a Month and that the said Sir John Burgoyne also com- "plied with the suggestion, as he is pleased to term them, of the Right "Honble the President and Select Committee by direction Notice to be "given to this Repliant, and that he considered the Orders of Govern- "ment as conclusive; and that by this Repliant being absent from "the Troop had no right to the emoluments of feeding the Troop." This Repliant saith that this is an unfair perversion of the Resolution of Government, Because he still retained the Command of the Troop altho he was absent at Arcott, not upon his private Affairs, but upon duty, And he was not removed from the Command of the Troop untill after he returned and had joined the Troop at Sto Thome, The interpretation of Absentees not extending to persons absent upon duty, but to such Officers who had gone to Europe. And this Repliant saith that the Officer hinted at in Colonel Floyds letter to Government of the Fourth of May One Thousand Seven Hundred and Eighty four, as being absent at the Southward, was Captain Dod, who was absent upon leave and not upon any duty, Nevertheless, he enjoyed the Share of the Contract for his

Troop during all the time, untill he left the Country. This Repliant doth acknowledge that Sir John Burgoyne might have precluded this Replication beyond the possibility of claim by appointing him to another Troop, But untill he was removed, he was and is intitled to the emoluments of the Troop, And he lays claim to them untill such time only as was removed, and Sir John Burgoyne had no Right to dispose of the emoluments of the Troop during the time this Repliant was in Orders to command the Troop. And this Repliant saith that from the day he was in Orders to command the Troop, untill the day he was removed from it, all money matters relating to the Troop passed thro' his hands and he was responsible for them as Commanding the Troop and no other person.

And this Repliant further saith that al thó there is no Written Contract for the feeding of the Regiment further than is expressed by the several Orders of Government and their directions for the disposition thereof to the Captains or Officers commanding Troops respectively, such Order are nevertheless sufficiently descriptive of the sense of Government thereupon, and contain a clear and indubitable Guidance, in any event which may place either the Captains or Officers appointed to command respective Troops, to that distribution or Share of the emoluments which may arise from time to time from the feeding of the Horses of each Troop respectively, in so distinct and visible a manner, as to have needed no difficulty, it was therefore and for the aforesaid reasons unnecessary for the said Sir John Burgoyne to have referred the mode he had adopted for the distribution of the emolument of the Contract to Lieutenant General Sloper, because such mode doth not relate to a point of duty but to a point of

property, derived to him from his Commanding a Troop in the Regiment, and which he regards to be as much his property as his pay or any other emoluments annexed to his Station in the Army, which cannot be disposed of by a Regimental Order, and consequently no such Order can be or is no Law conclusive with this Repliant. and this Repliant saith that the ground upon which he founds his Claim is not imaginary but real, because real and substantial advantages have resulted from the Contract of feeding the Horses of the said Regiment, and the devision of the profits into five parts One to each Captain, doth not tend to make the Contract less certain but more certain and was an agreement made by the Captains to avoid difficulty and confusion in the division of it and this Repliant saith that Sir John Burgoyne had no right whatever to dispose of that One fifth part which was his Right during the time he commanded a Troop —

And this Repliant saith that he did not rest his Right of Claim totally upon the assignment of Colonel Nash, but though proper to set forth the same as corroborating his Claim and to obviate a plea that might have been made use of, That the profits belonged to Colonal Nash as Captain of the Troop and not to this Repliant as commanding it.

And lastly this Repliant saith that the Defendant is the only person responsible to him by being Paymester of the Regiment so soon as he shall have received the said Sum of One Thousand three Hundred and Ninety Nine Pagodas Eighteen fanams and Seventy Six Cash, he being the only ostensible person upon whom Claims of money Matters relating to the Regiment can be regularly made and it is evident that he is the only person, by having entered into a defence to the prejudice of this Repliant's Claim, the plea therefore

therefore that he is not accountable to this Repliant is a more evasion the Defendant having shewn himself accountable by giving an exact account of the sum claimed by this Repliant from his own Books of accounts with the Regiment as Paymaster. And that he is so accountable not from the fourteenth of October One Thousand Seven Hundred and Eighty three, untill the thirteenth of August One Thousand Seven Hundred and Eighty four, but from the thirteenth of August One Thousand Seven Hundred and Eighty three, the day he was appointed to command a Troop, untill the thirteeth of April One Thousand Seven hundred and Eighty five the day he was removed from it. —

All which matters and things this Repliant is ready and willing to ever maintain and prove as this Honble Court shall direct and mosh humbly prays as in and by his said Bill of Complaint he hath already prayed. —

Hy Du Puy
Atty Rept^e.

Filed 16th May 1786

The Rejoinder of Gilbert Child Captain in his Majesty's Twenty third Regiment of Light Dragoons and Paymester thereof Defendant to this Replication of George Williamson a Lieutenant in the said Regiment Complainant

This Defendant now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of Exception to the Uncertainty and Insufficiency of

of the said Replication for Rejoinder saith that this Defendants said Answer is true certain and sufficient in the Law to be Replied unto and saith as in and by his said Answer he hath already said and doth and will aver and maintain all and every thing and things therein to be true and certain in such manner as therein is abledged and Expressed and this Defendant also saith that the said Replication of the said Complaint is uncertain and Insufficient in the Law to be Rejoinder unto by this Defendant for divers defects and Imperfections therein contained This Defendant doth insist that his Answer is plain and direct in point to Obviate what has been advenced by the Repliant in support of his pretended Rights and this Defendant doth insist that the Letter of John Thudlestone under date the Eighth day of May which was in the Year of our Lord One Thousand Seven Hundred and Eighty four as set forth in the Bill of Complaint seems clear and conclusive of the Matter in dispute as for as the opinion of Government could affect the Question for that Letter first states that the Profits of feeding should be enjayed by the Officers who respectively command each Troop, and as the Repliant was at Arcot and the Troop at Saint Thome this Defendant cannot conceive how the Repliant could be said to Comon and the said Troop especially as to the giving him the Right in question for the very Letter Signed by the said Colonel Floyd bearing date the fourth day of May which was in the Year of our Lord One Thousand Seven hundred and Eighty four Copy whereof is annexed to the Bill of Complaint seems to clear the way to the merits of the Point in question and to prove that a personal Superintendence of the duties of feeding the Troop creates the Title to the Emoluments of the Contract for feeding such Troop

for

for that Letter says that it seems hardly fair they should derive any advantage which may accrew from that Contract when it is impossible for them from their Situation to perform any of the Duties of their station This evidently relates to the absence of Officers from their Troops and is so understood by the said answer of the said John Thudelston and the Argument equally applies whether the Officer be in Europe or at Arcot being in either case incapable of having the care and trouble of saing that the Horses are fed and duly taken care of and this Defendant saith that the latter part of the said Letter which says that Regulations might be established among the Officers of which the absentees should have notice previous to their taking place and which was meant to apply to an Officer absent to the Southward as directly applaies to the case of the Repliant when absent at Arcot and shews that a Power is lodged and meant to lodge in the Regiment to regulate the Point and that the giving of Notice seems the only requisite to establish such Regulation so that the Notice given by Colonel Floyd by Order of Major General Sir John Burgoyne was a Conclusive act to preclude the Repliant from any further claim for the Contract of feeding the Troop previously under his Command and this is clear upon the very Grounds and Principles on which the Repliant founds his Right to wit the said Letter written by Order of the Government of Fort Saint George even without adverting to the Power and inherent Right of Major General Sir John Burgoyne as Colonel of the Regiment to order and direct all the Interonal detail thereof and which power inherent Right this Defendant humbly Conceives this Honble Court will judge right to support as long as the same be not exercised in acts

illegal

illegal unconstitutional oppressive or partial, the contrary whereof in every respect is the case in question for it appears by the face of the Proceedings in this Cause that the Repliant has been favoured instead of an injured officer This Defendant saith that the Extract of the Resolutions of Government of the Twelfth day of July in the said Year of our Lord One Thousand Seven Hundred and Eighty four appears to leave the Subject matter where it was to rest on their interpretation of the officer who may be said to Command the Troop and which this Defendant humbly Conceives to have rested with the officer who personally Superintended the feeding the Horses of the Troop This Defendant further observes that from the said Sir John Burgoyne having given notice to the Repliant that his right to the Contract ceased as therein stated it appears that Sir John Burgoyne considered the Repliants absence from the Corps and the Notice given to him were circumstances to preclude the Repliant effectually under the Tenor and purport of the Opinion of Government as stated in the Bill of Complaint for else the said Sir John Burgoyne could have expressly appointed whenever he pleased any other officer to take charge of the said Troop and of consequence to receive the Contract for Feeding but the measure appeared to him Nugatory for the Reasons above stated This Defendant saith that the Instance of Captain Dod does not at all affect the case either way for he had leave of absence and may be supposed to have settle the Point of Emoluments on the Contract with the Officer he left behind in the care of Feeding the Horses of his Troop but the Repliant had no option to act being ordered on duty not absent on leave and this Defendant humbly insist that the Instant he was absent and had notice from the Colonel of the Regiment in conformity to the Opinion of Government that his Claim to the Contract was at an End and the senior officer on the Spot attached to the Troop had the care of Feeding the Horses of

of the Troop and the Claim to the Emoluments attached to such Feeding under the said Contract with Government This Defendant further Submits with all due Respect that the approbation of Lieutenant General Stuart as Commander in Chief of his Majestys Forces in India to the measure adopted by Sir John Burgoyne is a proof of the Propriety of such measure and might as this Defendant humbly conceives to be conclusive against the Repliant more particularly so as the said Letter of John Stadelsone as Secretary to the Select Committee does not contain an Order from but an opinion of the Select Committee, which Opinion the Colonel of the Regiment was left at liberty to follow or not, and in the very Resolutions of the Select Committee of the Twelfth day of July One Thousand Seven Hundred and Eighty four whereof an Extract is stated in the Replication the Select Committee do not order but they think that the Captains who are gone to Europe have certainly no claim to it, but that it should be enjoyed by the Officers who respectively Commanded each Troop so that the Government of Fort Saint George in both instances only offer their opinion and thoughts but do not give any order on the points in question whence it is fair to say the discretion was left solely and uncontrouled in the hands of Major General Sir John Burgoyne, more especially as to all matters which related to the Contract for feeding, because as the Horses were the property of the Stable Company the management of all matters relating thereto might be supposed to have been subject to their Controul had they thought proper to have exercised any, and in default thereof the whole Power remained with the Colonel of the Regement as part of the

internal

internal Detail thereof As to the Stock Purse allowance of thirty Pounds a year to each Captain which is termed Contingent in the Letter of Lieutenant Colonel Thomas Nash to the Repliant and which Stock Purse allowance the Repliant has Endeavored to blend with the Contract for feeding the Horses of the Troop and to incorporate therewith in order to give a Colour to his Claim such Profits are to telly different from those of the Contract and are unalienable from the Captain or Commending Officer of the Troop whether present with it or absent with leave or on Duty wen tho' such absence should Continue for a length of time —

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

Popham
Attorney for Defendant

In the Honble the Mayor's Court at Madraspatnam

Between George Williams Complainant and Gilbert Child — Defendant

First The attornies on each side admit the Copies of the Exhibits produced in the Course of the Provedings —

Second It is admitted by the Attorney for the Complainant that the allowence for Repairs belongs to the Captain of the Troop wherewer he may be —

Third

Third Also that General Sloper may have appointed of the Mode of distributing the Emoluments of feeding Mayor Nortes Troop as setforth in the Answer

Wy Dis Pier
Atty Compl^t

Popham
Atty for Defend^t

Mayor's Court at Madraspatnam

Friday the 29th day of September Anno Domini 1786 —

Present

Robert Ewing Esquire Mayor
James Call — Edwd John Hollond
Edward Gerrow — William Webb
John Menzies and Josias Dukre Porcher
Aldermen

Between George Williams Lieutenant in His Majesty's Twenty third Regiment of Light Dragoons Complainant and Gilbert Child Defendant

This Cause Coming on to be Heard and Debated this day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill, The Defendants Amended Answer with Copy —

Copy of a General Order Annexed, The Replication, The Rejoinder, One Exhibit on the part of the Complainant and Defendant On Hearing the Pleadings made Use of 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 Sum of One Thousand three Hundred and Ninety Nine Pagodas Eighteen Fanams and Seventy Six Cash /Pagodas 1399. 18.76/ being the Amount Acknowledged by the Defendant in his Answer to be the overplus of Money due on Account of the Contract for Feeding the Horses of the Troop under the Command of the Complainant from the Thirteenth /13th/ August One Thousand Seven Hundred and Eighty Three /1783/ to the Thirtieth /30th/ April One Thousand Seven Hundred and Eighty Five /1785/ when and in Proportion as he the Defendant shall receive the same for and on Account of the said Troop as also all Costs of Suit.

Filed 2nd Octr 1786

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Tandava Chitty by Jacob Reuchy his Attorney That Robert George Latham Sheriff of Fort Saint George Town of Madraspatnam Esquire Stands Justly and truely Indebted unto Your Orator in the Full and Just Sum of One hundred and Twenty nine Pagodas and thirty five Fanams being the Amount of an Execution issued and granted in Consequence of a Decree Obtained by Your Orator in this Honble Court wherein Your Orator was Complainant and Narrain Naick Defendant for that wereas the said Narrain Naick being Justly and Truely indebted unto Your Orator in the

Just and full Sum of Eighty nine Pagodas and Twenty three Fanams Your Orator was Compelled to file his Bill of Complaint in this Honble Court for the Recovery thereof and accordingly obtained a Decree for the same as by the Records of this Honble Court and a Copy of the said Decree hereunto Annexed which Your Orator Prays may be taken as part hereof by Reference being thereunto had will more fully appear Your Orator by his said Attorney further Sheweth that the Term of Fourteen days allowed by the Company's Charter having elapsed without the said Narrain Naick Satisfying the said Decree or appealing therefrom the Honble Court was pleased on the Twenty ninth day of June to grant and award a writ of Execution against the Goods Chattels and Effects of the said Narrain Naick Directed to the said Robert George Latham as Sheriff of Fort Saint George Town of Madraspatnam aforesaid requiring and Commanding him the said Robert George Latham to Seize upon and Sequester the Goods Chattels and Effects of the said Narrain Naick and by Sale thereof to levy the Amount of the said Complainant's said Demand which said Writ of Execution the said Robert George Latham as Sheriff as aforesaid having returned No Goods or Chattels to be found Your Orator further Sheweth that this Honble Court was pleased to issue a Warrant of Commitment against the Body the said Narrain Naick by Virtue whereof the Body of the said Narrain Naick was apprehended and conveyed and lodged in the Creson or Goal of the Town of Madraspatnam aforesaid there to remain until satisfaction should be had obtained to Your Orator for the Amount of his said Decree and as by the said Complainant and the return thereon made on the Records of the Honble Court will appear also for his Costs and Charges in and about the same Notwithstanding which Your Orator by his said Attorney Sheweth that the said Narrain Naick was without the Knowledge or Consent of Your Orator released by the said Robert George Latham from his said Confinement in the said Goal of Madraspatnam aforesaid and without Your Orator having received any Satisfaction whatsoever for or on Account of his said Decree so obtained in the Honble Court as aforesaid.—

Bert

But now so it is May it Please this Honble Court the said Robert George Latham Obstinately and wilfully refuses to pay unto Your Orator the aforesaid Sum of One hundred and Twenty nine Pagodas and thirty five fanams or to make Your Orator any Satisfaction touching the Prameses To the End therefore that the said Robert George Latham 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 Nine Pagodas and thirty five fanams 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 and Summon the said Robert George Latham 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 ther to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such order and Decree therein as to this Honble Court Shall Seem Meet.

This 2nd October 1786

This Bill was Shewn to me in the Days of Adjournment let a Summon issue and retornable Next Courtday

Robt Ewing
Mayor

Ca^s Baker
Compl^t Atty

Mayors Court at Madraspatnam

Tuesday the 9th Day of May Anno Domini 1786

Present

Robert Ewing Esqr Mayor
Edwd Gerrow and John Menzies
Aldermen

Between Tandava Chitty by his Attorney Jacob Rouchey of Madras Inhabitant Complainant and Narrain 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 Complainant's Bill which he has Neglected doing — This Court doth therefor think fit to order and Decre 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.. / together with such Interest as now is or shall hereafter become due thereon untill full Payment made also all Costs of this Suit.

H Cur

James Taylor
Reg^r

A true Copy —
Chas Baker —

Mayors Court at Madraspatnam — Tuesday the 3d day of October Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
James Call and Josias Dudre Porcher
Aldermen

Between Tondava Chitty by Jacob Rouchey his Attorney Compliainant and Robert George Latham, Sheriff of Fort Saint George Town of Madraspatnam Esquire Defendant.

This Defendant being in Court by his Attorney Mr. Cullen Spencer 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 Twenty Nine Pagodas and thirty five Fanams / Pagodas 129.-35.-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.

Filed in Court this 29th Augt 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Venkatasha Moodelly by his Attorney Emanuel Luis Anderson of Madras Inhabitant that Sunkoo Ramannah of the same place Inhabitant Stands Indebted unto Your Orator in the Full and just sum of Five hundred and forty Six Pagodas thirty Fanams and forty Cash Current Money of Madras Making insterling Money of Great Britain at the Rate of eight Shillings for every Pagoda the Sum of Two hundred and eighteen Pounds and Fifteen Shillings or thereabouts as will More fully and at Large appear by an Account Current and Copy of the Translation of a Bond or Obligation given and granted unto Your Orator by the said Sunkoo Ramannah Dated the Fifteenth day of November in the Year of Our Lord One Thousand Seven hundred and Eighty five also by Copy of an Assignment hereunto Annexed for the Inspection of this Honble Court all of 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 Five hundred and Forty Six Pagodas thirty Seven Fanams and forty Cash from the said Sunkoo Ramanna—

But now so it is may it Please this Honble Court the said Sunkoo Ramannah Obstenately 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 Sunkoo Ramannah may upon

his Corporal Oath full true direct and perfect answer make to all and 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 hereagain Repeated and particularly Interrogated and that he may be Decree to pay unto Your Orator the aforesaid sum of Five hundred and forty Six Pagodas thirty Seven fanams and forty Cash, together with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the Said Sunkoo Ramannah 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 therein as to this Honble Court shall Seem Meet

Hy Dupuy

atty Complt.

Dr. Sunkoo Ramanna in Account Current With Vencatasha Moodelly Cr.

1785 Novr.	15th	To the Amount Principal of Your Bond to me of this Day	500.	--	--			By Balance Due ...	546.	37.	40.
1786 Augt.	26th	To Interest ondo. from 15th November 1785 to this day is 9: Months and 11 days at 12 ℘ Cent ℘ Annum ...	46.	37.	40.						
		Pagodas	546.	37.	40.			Pagodas	546.	37.	40.

Madras 26th August 1786

E. E.

[illegible]

Translation of a Bond or Obligation Dated the 15th of November 1785.

I Sunkoo Ramannah do give this Bond to John Vencatasa Moodelliar That is to Say.

On my urgent occasion I have Borrowed and Received of You the sum of (500) Five hundred Star Pagodas Current Money of Madras which sum I promise to pay you on Demand with Such Interest as may be Come Due thereon at the Rate of 12 ℘ Cent ℘ Annum Witnesses Mada mahadava Chitty & Dasoo Singanah Chitty by their Knowledge Drawn by Mada Sambasevado.

Witnesses Signed
Mada Mahadavado
Dasoo Singanah

(Signed)
Sunkoo Ramannah

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

Soobaroyam
Interpr.

true Copy
Hy Dupuy
atty Complt.

To all People to Whom these presents Shall Come Greeting Whereas Suncoo Ramannah of Madras Inhabitant in and by One Bond or Obligation Bearing Date the Fifteenth Day of November in the Year of Our Lord One Thousand Seven hundred and Eighty five did become bound unto Vencatasha Moodelly of the same place Inhabitant in the full and Just Sum of Five Hundred Pagodas Current Money of Madras Conditioned to be paid on Demand as by the said Bond and Condition thereof may Appear and Whereas Thereis Now Due upon the same Bond the Sum of Five Hundred and forty Six Pagodas and thirty Seven fanams & forty Cash being the Ballance of the aforesaid Bond Now Know Ye that the said Vencatasha Moodelly for a Valuable Consideration to him in hand Paid by Emanuel Luis Anderson of the aforesaid Inhabitant at or before the Sealing and Delivery of these presents the Receipt whereof he the said Vencatasha Moodelly doth hereby Acknowledge he the said Vencatasha Moodelly hath Assigned and Setover and by these presents doth Assign and Setover unto the said Emanuel Luis Anderson the said Bond and the Money or Amount principal and Interest thereupon due and Owing and which may become due thereon and all his right and Interest of in and to the same and Every part thereof and the said Vencatasha Moodelly for the Consideration aforesaid hath made Constituted and Appointed and by these presents doth make Constitute and Appoint the said Emanuel Luis Anderson his Executors and Administrators his true and Lawfull Attorney and Attornies Irrevocable for him and in his name and in the name and Names of his Executors and Administrators but for the sole and proper use and benefit of the said Emanuel Luis Anderson his Executors Administrators and Assigns to ask require Demand and Receive of the said Sunkoo Ramannah his heirs Executors and Administrators the money due or to become due on the said Bond and on non Payment thereof he the said Emanuel Luis Anderson his Heirs Executors and

and Administrators to sue for and Recover the same and on payment thereof to deliver up the said Bond and give Sufficient Releases and discharges therefore and one more Attorney or Attornies under him to Constitute and whatsoever the said Emanuel Luis Anderson or his Attorney or Attornies under him shall Lawfully do in the premises the said Vencatasha Moodelly do thereby allow and Affirm and the said Vencatasha Moodelly doth Convenant with the said Emanuel Luis Anderson that he the said Vencatasha Moodelly hath not received nor will receive the said Money due or to become due on the said Bond or any part thereof Neither shall or will release or Discharge the same or any part thereof but will own and allow of all Lawfull proceedings for the recovery thereof he the said Emanuel Luis Anderson Saving the said Vencatasha Moodelly harmless of and from any Costs that may happen to him thereby In Witness whereof the said Vencatasha Moodelly hath hereunto set his hand and Seal in Madras this Twenty Sixth day August in the Year 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 - - -

Myla Vencatashan (L.S)

Narrain

Mootupermall

true Copy

Hy Du Puy

Mayor's Court at Madraspatnam — Tuesday the 17th day of October Anno Domini 1786

Present

Robert Ewing Esquire Mayor
Edward Garrow — and Josias Dupré Porcher
Aldermen

Between Vencatasha Moodelly by his attorney Emanuel Luis Anderson of Madras Inhabitant Complainant and Sunkoo Ramanuah 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 Sum and Just Sum of Five hundred and Forty Six Pagodas Thirty Seven Fanams and Forty Cash / Pagodas 546. 37. 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

Filed 23d Oct. 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sudumbah Mastrey of Madras Inhabitant that Mahomed Budderdeen Hosiein of the same Place Inhabitant Son and administrator of all and singular the Goods and Chattles rights and Credits Estate and Effects of the late Mahomed Auzem Soottan Coory also of the same Place Inhabitant deceased stands justly and truely indebted unto Your Orator in the Sum and just Sum of Nine hundred and eighty nine Star Pagodas and eighteen Fanams Current money of Madras making in sterling Money of Great Britain at the rate of eight shillings for every Pagoda the Sum of three hundred and Ninety five Pounds fifteen shillings and two Pence or there about as does more particularly and at large appear by the Copies of an Account Current and Bond 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 Nine hundred and eighty nine Star Pagodas and eighteen Fanams from the said Mahomed Budderdeen Hosiein —

But now so it is may it please this Honble Court the said Mahomed Budderdeen Hosiein obstenately 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 Mahomed Budderdeen Hosiein 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 that he may be decreed to pay unto Your Orator the aforesaid sum of Nine hundred and eighty Nine Ster Pagodas and eighteen fanams with all such Interest as now is or hereafter may become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said Mahomed Budderdeen Hoossien 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.

P. Spencer
Atty Compl^t.

Fort St George
this 23rd day of October 1786
This Bill was shewn to me in th days of Adgournment Let a Summon issue returnable Next Court day.
Robt Ewing
Mayor

Dr. { Mahomed Buderdeen Hoossien Son and Administrator of Mahomed Auzem Sooltan Porrey in Acct. Current with Audembah Mastry } Cr.

1786 Aug^t	22nd	To Amount of Your Mortgage Bond of this date	970	..	..	1786 Oct^r	21st	By Balance due to me	989	18
Oct^r	21st	To Interest on D^o to this day being 1 Month & 29 days at 12 ℘ Cent ℘ Annum	19	18	..					
		Pagodas	989	18	..			Pagodas	989	18

Fort St George 21st October 1786
E.E. ℘ The mark / of Audembah mastry
A true Copy
P. Spencer
Atty Compl^t.

Know all Men by this Presents that I Mahomed Budderdeen Hoossien of Madras Inhabitant Son and Administrator of all and Singular the Estate and Effects of Mahomed Auzem Sooltan Poory late of Madras deceased am held and firmly bound unto Audembah Mastrey also of Madras Inhabitant in the penal Sum of One thousand Nine hundred and forty Star Pagodas (Pag^s 1940) Current Money of Madras to the payment whereof well and truely to be made to the said Audembah Mastry 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 & seal in Madras aforesaid this Twenty Second (22nd) day of August in the Year One Thousand seven hundred and Eighty Six.

Pag^s 1940 — 970 —

Whereas the above bound Mahomed Budderdeen Hoossien as Son and Administrator to the said Mahomed Azem Sooltan Poory deceased hath borrowed and received of the above named Audembah Mastrey the full and just Sum of Nine hundred and Seventy Star Pagodas (970) Current Money of Madras to run at interest at the rate of Twelve (12) per Cent per annum Payable in one Month from the Date hereof in default of the Payment thereof then You will be impowered to Sue me as Admor aforesaid in the Mayor's Court and recover the sam for securing the Payment of the said Sum & Interest I have Mortgaged to You a House and Ground Situated in Dilayd Cawn's street between the House of Mr. Saith Aviath & of the said Mahomed Azem Sooltan Poory together with all appurtenances Now belonging being the Property of the said Mahomed Auzem Sooltan Poory deceased.

Now

Now the condition of this obligation is such that if the above bound Mahomed Budderdeen Roofsien as son and Administrator aforesaid his heirs executors, Administrators or Assigns, shall well and truely pay or cause to be paid unto the above named Audembak Mastry his heirs, Executors, Administrators, or Assigns, the full and just Sum of Nine hundred and Seventy Star Pagodas /970/ Current Money of Madras within one Month from the Date hereof together with such interes as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to continue in full force and Virtue

Signed Sealed and delivered
wherein Stamp'd paper is to be had
in the presence of

(Signed)

A true Copy
P. Spencer
Atty Compt.s

L.S

Mayors Court at
Madraspatnam

Tuesday the 24th day of October
Anno Domini 1786

Present

Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen

Between Audembak Mastry of Madras Inhabitant Complainant and Mahomed Buddeedeen Roofsien of the same Place Inhabitant Defendant.

The Defendan being in Court and Acknowledging the Justness of the Complainants demand This Court doth

doth therefor think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Nine hundred and Eighty Nine Pagodas and Eighteen Fanams /Pagodas 989.. 18../ together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

Filed the 18th Augt 1786

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Madrapaukem Aude Narrain Chitty of Madras Merchant That Collapatte Chitty administrator of all and Singular the Goods Chattles Rights Credits and Effects of Tindaman Kaimakistnan deceased late of Madras Inhabitant Stands Justly and truely Indebted unto Your Orator in the full and Just Sum of Nine hundred and Twenty five Pagodas and Eight fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shellings for every Pagoda the Sum of Three hundred and Twenty Pounds and one Shilling as will more fully and at Large appear by Copy of a Mortgage Bond or Obligation and 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 Collapatte Chitty, as Administrator as

as aforesaid of the said Sum of Nine hundred and Twenty five Pags and Eight Fanams—

But now so it is May it Please this Honble Court the said Collapetto Chitty as Administrator as aforesaid 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 Collapetto Chitty 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 truely and Effectually to all intents and Purposes as if the same were herefagain Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Ninehundred and Twenty five Pagodas and 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 Collapetto Chitty 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 Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

this 18 Augt 1786

Chas Baker
Compts Atty—

This Bill was shewn to me
in the day of Adjournment let
a Summons issue Returnable next
Court day—

Robt Ewing
Mayor

Translation of a Mortgage Bond Dated the 18th April 1786—

I Collapitto Chitty of Gintoo Cast Administrator to the Cast & Effects of Tindaman Ramakistnan of Madras do give this Mortgage Bond to Madrapaukem Aude Narrain Chitty of the same place Marchant Thatis to say—

This day I have Mortgaged to have a House and Ground Situated at Moothalpetta in Papalacara Street and between the Houses of Tanjoor Kistnam a Chitty and Veeracke Venecatachela Chitty the Property of Tindaman Raumakistnan which Containing Breadth from North to South 40 feet and on length from East to West 70 feet. The said Tindaman Raumakistnan had formerly Mortgaged to you the Choultry Bill of Sale of the said House and Ground as a Security for your Money which now Mortgaged to you have settle the Accounts Concerning the Amount of a Bond executed to you by the said Tindaman Raumakistnan wherein the Sum of 900 Nine hunder Pagodas is due to you which Sum I promise to pay you on or before the expiration of the 18th July next with such Interest as may become due thereon at the rate of 9 p Cent p Annum in default of the said Payment then You are empowered to sue me in the Honble the Mayors Court and sell and Paid Yourself Thus I do give this Mortgage Bond by my Consent— Witnesses Caurre Maune Chitty & Govindoo Chitty by their Knowledge Drawn by Pelsingen—

Witnesses Signed
Maune Chitty
Govinden

/Signed/
Collapetto Chitty—

A true Translateon as near as can be from the
Malaber Language—

Soobarayan
Interpr

A true Copy

D.r { Coollapetta Chitty Administrator to the Estate and Effects of Tindaman Raumakistnan Deceased in Acct. Current with Madrapaukem Aude Narrain Chitty } Cr.

1780.							
April	8	To the Amount of your Mortgage Bond bearing dated this day		900.-.-	By Ballance due		925. 8.-
		To Interest on Do. to this day is 3. 22. @ 9 P.Cent P annum	m. d.	25. 8.-			
		Pagodas		925. 8.-		Pagodas	925. 8.-

Fort St. George 31st July 1786

E E

Errors 38 37 in my at

Stone Copy

Chas. Baker

Mayor's Court at Madraspatnam

Tuesday the 24th day of October Anno Domini 1786

Present

Robert Ewing Esquire Mayor

James Call and William Webb

Aldermen

Between Madrapaukum Aude Narrain Chitty of Madras Merchant Complainant and Coollapetta Chitty Administrator of Tindarman Raumakistnan deceased Defendant

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

Bill which he has Neglected doing This Court doth therefor think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Nine hundred and Twenty five Pagodas and Eight Fanams / Pagodas 925.. 8.. -.. / 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 Nov 25th March 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Seroovallaer Venkoo Chitty at present at Madraspatnam Inhabitant by his attorney Frances De Souza of the same place Inhabitant that Mootoomaury Chitty also of the same place Inhabitant Inhabitant Heir at Law and Executor of the late Nelloocaura Aromachella Chitty late of Madras Deceased Stands justly and truely indebted unto Your Orator in the full and just Sum of One Thousand and thirty Six 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 four hundred and fourteen Pound and Eight Shillings, for Money lent and advanced to the Said Nelloocaura Aromachella Chitty in his Life time and your Orator further Sheweth unto this Honble Court that upon the Death of the said Nelloocaura Aromachella Chitty the said Mootoomaury Chitty who was his Brother and next Heir Succeeded to all the Estate and Effects of his Deceased Brother agreeably to the Laws of the Natives of India Amounting to the Sum of Five Thousand Pagodas or some other very Considerable Sum of Money and your Orator further Sheweth unto this Honble Court that

&

be Such Laws well known and Established throught out all India he the said Moottoomaury Chitty was bound and obliged to discharge his Brother Debts out of such his Estate and Effects and agreeably thereto Your Orator did soon after the Death of the said Nelloocaura Aroonauchella Chitty apply to the said Moottoomaury Chitty for the same and the said Mootoomaury Chitty did then acknowledge such Debt and faithfully promised Your Orator to pay the said Sum of Money and in order to Secure such Payment and to Satisfy Your Orator thereof did give into his Possession three Cadjan Bills of Sale of a House and Ground Situated at Trev attoor and being in the Name of the said Nelloocaura Aroonachella Chitty and part of his Estate at the same time acquainting Your Orator that he was about to sell the Premisses to which they belonged and that he should be paid out of the Produce of such Sale and some time after the said Moottoomaury Chitty being desireous of obtaining a Choultry Bill of Sale of the said Premisses in his one Name instead of the Cadjen Bills of Sale Applied to Your Orator whose place of Residence is at some Distance from Madras by Latter of the same acknowledging in such Letters the Justness of Your Orators Demands and promising to give Your Orator such New Choultry Bill of Sale as soon as he received it as by the Copies of the Translation of three Several Letters and also Copies of an Account Current and Assignment with Power of Attorney hereunto annexed for the Inspection of this Honble Court may fully and at large appear 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 Attorneys Custody and ready to be produced to this Honble Court when he shall be thereunto required And Your Orator further Sheweth unto this Honble Court that Your Orator having consented thereto the said Moottoomaury Chitty

did receive a New Choultry Bill of Sale of the Premisses in his own Name which was given as a Security to Your Orator and is now in his Possession 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 Moottoomaury Chitty of the said Sum of One Thousand and thirty Six Pagodas.

But now so it is May it Please this Honble Court that the said Moottoomaury Chitty 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 Moottoomaury Chitty may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truely and Effectually to all intents and purposes as if the same were here again repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand and thirty Six 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 Moottoomaury 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 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 Compl^t

Dr. Mootoosamy Chitty Heir at Law and Executor of Nillocauna Arroonachella Chitty Cr.
Deceased in Account Current with Terrovelloore Vauvoo Chitty

1769				1771			
Febry 23d	To Cash lent to Your Brother Arroonachella Chitty this Day and which after his Death You promised to pay and for Securing the payment thereof you delivered to me three sundry Bills of Sale of a certain House and Ground Situated at Tree-vallor	500.--		Febry 28d	By Cash received from Arroonachella Chitty in his Lifetime for 2 Years Interest		75.--
				1781			
				Novr 12	By Cash Received from Your Account		20.--
1786				1786			
Febry 23d	To Interest on Do to this Day being 17 Years @ 7 1/2 Cent p Annum as agreed on	637.22.40		Febry 28	By Interest on 20 Pl to this day being 4.3.15 @ 7 1/2 Cent p Annum		6.22.40
					By Ballance due		1036.--
	Pagodas	1137.22.40			Pagodas		1137.22.40

Madras 23d Day of February 1786.

Errors Excepted pr. Vauvoo Chitty

a true Copy
Peter Walker
Actg for Compt

To all People to whom these Presents shall Come Greeting Whereas Nillocauna Mootoosamy Chitty of Madras Merchant in and by the ballance of an Account Current bearing Date the Twenty third Day of February One Thousand Seven hundred and Eighty Six Stands justly and truely indebted unto Terrovelloore Vauvoo Chitty of the same place Inhabitant in the full and just Sum of One Thousand and thirty Six Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shilling for every Pagoda the Sum of four hundred and fourteen Pounds and Eight Shillings as by the said Account Current may appear Now Know ye that the said Terrovelloor Vauvoo Chitty for a Valuable Consideration to him in hand paid by 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 Terrovelloore Vauvoo Chitty hath

Assigned

Assigned and Setover and by these Presents doth Assign and Setover unto the said Francis De Souza 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 Terrovelloore Vauvoo 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 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 use and Benefit of the said Francis De Souza his Heirs Executors Administrators and Assigns to Ake require Demand and Receive of the said Nillocauna Mootoosamy Chitty 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 Nillocauna Mootoosamy Chitty his Heirs Executors and Administrators to Sue for and recover the same and on Payment thereof to deliver up and Cancell 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 Francis De Souza or his Attorney or Attornies shall Lawfully do in the Premises the said Terrovelloore Vauvoo Chitty doth hereby allow and affirm and the said Terrovelloore Vauvoo 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 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 Francis De Souza Saving the said Terrovelloore Vauvoo Chitty harmless of and from any Costs that may happen to him thereby In Wit-ness whereof He the said Terrovelloore Vauvoo Chitty hath hereunto Set and Affixed his Hand and Seal in Madras-patnam

Madraspatnam this Tenth Day of March in the Year One Thousand Seven Hundred and Eighty Six. —

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

[illegible] (L.S.)

[illegible]

A true Copy

P. Walker
Atty for Compt.

N: 1.

Translation of a Cadgan Letter from Moottoomauren Brother of Nellakara Aroonachella Chitty with humble Submission to Vausey appa Chittyar

I am in Good Health at Madras until the 27th of Ty Month in the Year Called Vejeah or 7th of February 1774 and hope you will write me of Yours, You have Demanded of Me the Sum of Five hundred Pagodas due to you from My Brother Aroonachella Chitty, to which I have promised to Dispose the Chatteram or Charity House and Garden & pay off Your Money The Garden Situated on the North Side to my Charity House which Narrain Pilla Bought of Vadamala Pilla — Narrain Pilla Sent for and Desired Me to Sign To which I considered Mysell to Sign as a Witness, but they encroched 20th feet out of my Garden — The said Narrain Pilla Desired me to bring the Bill of Sale of my Garden and Survy the Ground according the Demention of the Bill of Sale and then to Sign — To which I replied that I have not got the Bill of Sale with me but it having Mortgaged to a Person — he asked me whether the said Gardin will be Disposed, I told him will sell the same, he said that he will purchase the Garden and Desired Me to bring the Valuation of the Garden accordingly have Valued the Charity House and Garden and give it to Putnasawmy — Putnasawmy told me to Send for the Bill of Sale

he will settle the Bargain 10 Pagodas more or less — Notwithstanding he and four Diffirent People are in great want of purchasing the same — They Say that they will procure the Choultry Title Deed though the Bill of Sale of Moottoovenaata Chitty To the said Choultry Bill of Sale three Persons Should Sign, to which I find now is an opportunity, therefore if you bring the Bill of Sale, procure the Choultry Title Deed and Dispose the same to the People that Demands and Discharge Your money, in case if you could not Come, You will send it either by Your Brother or by any other Person if not you will write a Letter to any Person of this Place — then I shall procure the Choultry Bill of Sale and Dispose the same and pay off the Sum is due to You, if this opportunity be disappointed I do not know how long it will take up — Wherefore on the receipt of this letter You will bring the Bill of Sale — You will write me any thing shall require from this Place and as well as the news of that Place. —

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

Soobaroyam
Interpr.

A true Copy

P. Walker
Atty for Compt.

N: 2.

Translation of a Cadjan Letter from Moottomaren Brother of Nellekara Aroonachella Chitty with humble Submission to Teroovaloore Vausey apah Chitty —

We are in good Health at Madras until the 3rd of Pungoone in the Year called Vejeah or 13th of March 1774 — and hope you will write Me of Yours I have you a Letter on the 27th of Ty Month or 7th February Last You have not brought the Bill of Sale — Narrain Pilla having purchased the Gardin belonging to Vadamala Pilla Situated on the North Side to my Gardin he desired Me to bring my Old Choultry Bill of Sale and to masure the same According to the Demention — as you have not Send —

send My Choultry Title deed in which from North to South Containing 300 feet, but now by measuring from the Hedge Containing only 280 feet, as I could not get my Bill of Sale therefor I have Signed to his Bill of Sale — Mootoo Vencata Chitty said If I would bring the Old Bill of Sale of my Charity House and Garden he would procure a Frish Choultry Bill of Sale — If the Fresh Choultry Bill of Sale mad out in favor of my Brother Arnachella Chitty it will be better Security for your Money — If three Persons Sign to the said first Bill of Sale then I am to pay them the Sum of 81½ Star Pagodas they says though I do not get the Old Bills of Sale from the Mortgage that they shall have nothing to do, and pressed me very much for the Payment of their Money, and likewise made a Complaint to the acting Justice and brought a Taliar to the Arbitrators upon which Audenarrain Chitty told me to write a Letter and Send for the Old Choultry Bill of Sale in four Days as soon as possible if not he said that I shall be under the Necessity to pay off the Money if I pay the Money then Could not get their Sign to the Bill of Sale therefore if you will be pleased to send the Bill of Sale I will procure the frish Bill of Sale and get their Sign and then want to pay off their Money — afterwards I will sell the said Charity House and Garden either by privately or in Public Outcry, and then I will discharge your Money — on the Receipt of this Letter you will send the three Bills of Sale — in default of which I can do nothing in the Business — You have sent word by one Teroovoor Chitty that you will Come here on or before the 30th of Mause Month or February last but you not Come to this Day — If you bring the Choultry Bill of Sale on the Receipt of this Letter you will get your money You should know this — You will write me for any thing You shall be wanted from this Place and advice Me how I am to Act —

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

A true Copy
Peter Walker
Atty for Complt.

N: 3:

Translation of a Cadjan Letter from Mootoomaren Brother of Nilloscaurra Aroonachella Chitty with humble Submission to Teroovalore Vausyapah Chitty —

I am in good Health at Madras until the 24th of Pungoone Month in the Year called Vejeah 4th April 1774 and hope you will write me of Yours — I have wrote to You two Different Letters but you have not brought the Old Bill of Sale of Mootto Vencata Chitty for the Charity House and Garden they says if I bring the Old Bill of Sale and fresh Choultry Bill of Sale in favor of Aroonachella Chitty on or before the 30th of Pungoone Month or March it is Well, if not not desired Me to pay the Sum of 18½ Pagodas due to them and they Complained to the Justice and a Taliar Carred Me to the Arbitrators by whom I was ordered to do as above — The Arbitrators and the Justice Ordered Me If I do not Bring the Old Bill of Sale on or before the Experation of this Month and got the Fresh Bill of Sale Made out in favor of Aroonachella Chitty then I am to pay the Sum due to them on the 30th of the Present Month If pay the money I cannot get the Choultry Bill of Sale nor they the three Persons will Sign (to the Bill of Sale) and I will Run into the Debts, If you bring the Bill of Sale it is well or if you could not come your self will send it by Sum body else — I have sent you a List of the Valuation you will observe them and Come or soon as possible if you do not Come then You will be under the Necessity to pay the Amount of the said List exclusive of the Sum Due to you, the Justices and the Arbitrators expressed as above — You will Come here without further Dispute shall arise between You and Me —

A true Translation as near as can be from the Malabar Language
Soobaroyam
Interpt.

A true Copy
Peter Walker
Atty for Complt.

Mayor's Court at Madraspatnam

Tuesday the 24th day of October Anno Domini 1786

Present

Robert Ewing Esquire Mayor

James Call and William Webb

Aldermen

Between Teroovalloor Vausoo Chitty at present at Madraspatnam Inhabitant by his Attorney Francis De Souza of the same place Inhabitant Complainant and Moottoomaury Chitty also of the same place Inhabitant Heir at Law and Executor of the late Nilloo-caura Aroonachella Chitty late of Ma-dras Deceased Defendant

It Appearing by the Records of this Court that the Space of Six Months (the time Limitted by his Majistys Char-ter) is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and as the Defendant has not made any Appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thou-sand and Thirty Six Pagodas (Pagodas 1036.—"—") 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 13th July 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Joseph Anthony of Madras Armini-an Merchant that Stephan Johannes Goolameer of the same place Merchant stands indebted unto Your Orator in the full and just Sum of One Thousand Eight hundred Star Pagodas Current money of Madras making in Sterling money of Great Bri-tain at the Rate of Eight Shillings for every Pagoda the Sum of Seven Hundred and Twenty Pounds as will more fully and at large appear by the Copy of Translation of a Bond or Obligation 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 Original wereof 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 fre-quently and in a freindly Manner Requested the Payment of the said Sum of One Thousand Eight hundred Ster Pagodas.—

But now so it is and May it Please this Honble Court the said Sephen Johannes Goolameer obstinately and wil-fully Refuses to pay the Same or to give Your Orator any Manner of Satisfection touching the Premises Your Orator prays a general relief such as to this Honble Court shall appear agreeable to Equity and good Conscient To the End therefore that the said Stephen Johannes Goolameer may upon his Corporal Oath full true direch and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truly and effectually, to all intents and purposes as if the same were

here

have again Repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One thou-sand Eight hundred Star Pagodas with all such Interest as now is or shall hereafter becom due thereon also all Cost of this Suit

May it Please this Honble Court to Cause the said Stephen Johannes Goolamer to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court pre-fixed and appointed, then and there to Answer this Your Orator 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
Attorney for Complt.

the 10. June 1786
This Bill was Shewn to me between the days of adjournment Let a Summons issue Returnable next Court Day.—

Robt. Ewing
Mayor

Know all Men by these Presents that I Stephen Johannes Goolamier am held and firmly bound unto Mr. Joseph Anthony in the Penal Sum of three Thousand Six hundred Star Pagodas to the Payment whereof well and truely to be made to the said Mr. Joseph Anthony his heirs Executors or assigns I do hereby bind myself my heirs Executors and assigns firmly by these Pre-sents In Witness whereof I have hereunto set my hand and Seal in Madras this twentieth day of June in the Year of our Lord One Thousand Seven Hundred and Eighty Six.—

The same aforesaid Stephen Johannes Goolamier hath borrowed and Received of the above named Mr. Joseph Anthony the full and just Sum of One Thousand Eight hundred Star Pagodas to Run at Interest at the Rate of Nine p.r Cent per

per Annum payable on demand—

Now the Condition of this Obligation is such that if the above named Stephen Johannes Goolamer or his heirs Executors and assigns, shall well and truely pay unto the said Mr. Joseph Anthony or his heirs Executors and assigns the full and just Sum of One thousand Eight hundred Star Pagodas together with such Interest shall become due thereupon, then this Obligation to be void and of no force, otherwise to continue in full force and Virtue.

Signed Sealed and delivered (Signed) Stephen Johannes Goolameer (L.S.)
(Signed) Gregory Johannes Goolameer
Nieaga Johannes Goolameer

A True Translation as near as can be taken from the Original Armenian Language by— Denis Philippus Calender

a true Copy
Popham

Filed 29th. Augt. 1786

The Plea and Answer of Stephen Johannes Goolamier of Madras Armenian Merchant to the Bill of Complaint of Joseph Anthony of the same place Merchant

The said Defendant not confessing all or any of the Matters in the said Bill of Complaint to be true in such Man-ner as the same are therein Set forth doth plead thereunto and for Plea saith: That by the Copy of the Bond annexed to the said Bill of Complaint it appears that the same was payable on Demand and not otherwise and therefore this Defendant Saith that the said Complainant in order to intitled himself to commence a suit thereon should have made some certain specific Demand thereof and stated the same in his said

Bill

Bill of Complaint with the precise time and place when and where the Same was made that Such Demand might be specially shewn to the Court and an Issue taken therein by the Defendant if so he thought proper to be determined by the Court upon Evidence it being plain from the Words of the Recital in the said Bond that the same could not become Payable or any Right of action thereon accrue to the Complainant till the same was specifically demanded from this Defendant. And this Defendant for further plea saith that it also appears by the Condition of the said Bond that no time is therein limited for Payment of the money and that therefore such Condition is altogether uncertain and insufficient and this Defendant is advised that tho' in a promissory Note or Single Obligation such Payment shall be taken to be on demand, yet in a Bond where a Penalty is to be incurred the Law appears to be different and an express Breach of such Condition ought to be shewn to intitle the Obligor to Such Penalty which not being done this Defendant prays Judgment of this Honble Court thereupon. And this Defendant insisting upon his said Pleas and the Legal Benefit to be derived to him therefrom for answer to the said Bill of Complaint saith that besides the said Bond whereon the present Suit is brought this Defendant is indebted by Bond and otherwise to several other persons in Several Considerable Sums of Money all which this Defendant is endeavoring to pay off or satisfy as honorably expeditious by as his present Circumstances will allow of but having lately met with some Considerable Losse and disappointment in Trade this Defendant is not at present able to pay off satisfy that whole, and therefore as a fair and honest man endeavoring to arrange his affairs in Such a Manner that none of his Creditor may be Loser, but that they may all be upon the Same footing, and each of them receive his Share and equal Proportion of his Debt, as this Defendant may be able to

to collect funds for that purpose, which fair and equitable Intention of this Defendant will be altogether frustrated in the Complainant obtain a Decree against him or his Effects will then be sold for much less than their Value of this Deficiency added to the Heavy Expences incurred thereon will probably occasion a Loss to some of his Creditor and totally obscure the fair Prospect the proposed Arrangement gives him of being shortly able to satisfy them all—

All which Matters and Things this Defendant is ready verify as this Honble Court shall direct & most humbly prays to be hence dismissed with his reasonable Costs in this Behalf sustained—

Stephan John Gislamiers—

Sworn to this 27th Day of August 1786 — Before me
Robt Ewing
Mayor

P. Walker
Att'y for Defend't

Mayor's Court at Madraspatnam

Tuesday the 24th day of October Anno Domini 1786—

Present

Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen

Between Joseph Anthony of Madras Armenian Merchant Complainant and Stephen Johannes Gislamieer of the Same place Merchant Defendant—

This Cause coming on to be Heard and Debated this day in

in the Presence of the Attorneys on both Sides on reading the Complainants Bill with Copys of a Translation of a Bond or Obligation Annexed, The Defendants Plea and Answer 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 Decre that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand and Eight Hundred Pagodas (Pagodas 1800 — " —) 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 25th Octr 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Dauranaparan Mulle Corjenah Dava of Madras Sowcar that Mungooloory Vencanah of the same place Inhabitant stands Indebted unto Your Orator in the full and just Sum of One Thousand Eight 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 Seven Hundred and thirty Six Pounds as will more fully and at large appear by the Copy of the Translation of a mortgage Bond or Obligation hereunto Annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this Your Orator's Bill of Complaint the Original whereof is in Your Orators Possession and ready to be Produced when required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly Manner requested

requested the payment of the said Sum of One Thousand Eight Hundred and forty star Pagodas —

But now so it is and May it please this Honble Court the said Mangooloory Vencanah obstinately and Wilfuly refuses to pay the same or to give Your Orator any Manner of satisfaction touching the premises Your Orator prays a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Mangooloory Vencanah may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before Setforth and alledged as fully, truely, and Effectually to all intents and Purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand Eight Hundred and forty star 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 Mangooloory Vencanah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras Patnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein, as to this Honble Court shall seem Meet

25th October 1786
This Bill was shewn to me between the days of Adjournment let a summon issue returnable Next Court day

Robt Ewing
Mayor

Popham
Attg for Complt

Translation of a Mortgaged Bond Dated the 10th of Seravana Soodda Month in the Year called Vesoovavosoo or 31st August 1785.

I Mangooloory Vencanah do give this Mortgage Bond to Dauranaparana Mulle Corjenah Devah That is to say.

I have mortgaged to You the Choultry Bill of Sale of my House situated at Yacambrapooram, being on the East Side to Dadoo Dava's House, and on the West side to Vaneram's House, and Borrowed and Received of You the full and just Sum of (1840) One Thousand eight Hundred and forty star Pagodas, which Sum I promise to pay You on Demand with such Interest as may become due thereon after the Rate of 9 ℘ Cent ℘ Annum, In default of which, then You are Empowered to sue me in the Honble the Mayor's Court, and Sell the said Premises in Publick Outcry and receive Your Money, — Witnesses Teroocanjee Dava, and Sadaseva Pundah, by their Knowledge Drawn by Beemarajoo Pariah. —

Witnesses (Signed)
Teroocanjee Boolasar
Sadaseva Rajaram

(Signed) Mangooloory Vencayah

a True Translation as near as can be from the Gentoo Language
Soobaroyam
Interpr.

A true Copy
Popam

Mayor's Court at Madraspatnam

Tuesday the 31st day of October Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
Edward John Hollond and George Savage Aldermen

Between Dauranaparana Mulle Corjenah Dava of Madras Souear Complainant Mungooloory Vencanah 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 th Defendant shall pay unto the Complainant the full and Just Sum of One Thousand Eight Hundred and Forty Pagodas (Pagodas 1840. — " — ") 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 in Court
24th Oct. 1786

To the Honble the Mayor's
Court at Madraspatnam

Humble Complaining Sheweth unto this Honble Court Your Orator Gundam Rauze Aunanda Row of Madras Inhabitant by his Attorney Manuel Johnson of the same place Inhabitant that Cutmaram Chinna Permal of the same place Inhabitant stands Indebted unto Your Orator in the Sum and just Sum of Ninety Seven Star Pagodas and fifteen 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 Eighteen Shillings and Seven Pence or thereabouts as will more fully and at large appear by the Copies of the Translation of a Bond or Obligation and of an Account Current as also Copy of an assignment hereunto Annexed for the Inspection of this Honble Court and prayed by him to be taken as part of this Your Orator Bill of Complaint the Originals whereof are in Your Orators Possession and Ready to be produced 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 Ninety Seven Pagodas and fifteen Fanams.

But now so it is and may it please this Honble Court the said Cutmaram Chinna Permal obstinately and wilfully Refuzes to pay the Same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a general Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End thereof that the said Cutmaram Chinna Permal may upon his Corporal Oath full direct and perfect Answer make to all and singular the Matters & things herein before and alledged, as fully truely, and effectually to all

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 Ninety Seven Pagodas and fifteen 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 Cutmaram Chinna Permaul 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 Complainant

Translatio of a Bond or Obligation Dated the 20th of December 1783.

I Chinnapermaul of Cutmaram Mastree do give this Bond to Gundam Rauz Aunanda Row That is to Say.

This day on my urgent Occasion I have borrowed and Received of You the Sum of 182 Eighty Two Current Star Pagodas which Sum I promise to pay You on Demand with such Interest as may become due thereon at the Rate of 12 p Cent p Annum. Witnesses Honnole Sashiah and Anantasayanam Ragoopatty, by their Knowledge Drawn by Gunn. Gungadriah

The Mark O of Chinnapermaul

Witnesses Signed
Honnole Sashiah
Anantasayanam Ragoopatty

1784 January 1st Paid in part 10 Pagodas

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

Soobaroyam
Interpr.

True Copy
Popham

Dr. Cutmaram Chinna Permaul in Account Current with Gundam Rauze Aunanda Row Cr.

1783 Novr.	20th	To the Amount of Your Bond of this date	82	—	—	1784 Jany.	1st	By Cash Recd. in part	10	—	—
1786 Octr.	20th	To Interest on Do. to this day being 2 Years 11 days at 12 per Cent pr Annum	28	31	40	1786 Octr.	20th	By Interest on Do. to this Day being 2 Years 9 ms 20 Days	3	16	40
									13	16	40
								By Ballance	97	15	—
		Pagodas	110	13	40			Pagodas	110	13	40

Madras October 20th 1786

Errors Excepted.

Jr. [illegible]

a True Copy

Bopam

To all People to Whome these present shall come Greeting

Whereas Cutmaram Chinna Permaul of Madras Inhabitant that on the Ballance of an Account Current bearing date the Twentieth Day of October in the present Year of our Lord One Thousand Seven hundred and Eighty Six Arising upon a Bond or Obligation bearing date the Twentieth day of November which was in the Year of our Lord One Thousand Seven hundred and Eighty three stands indebted unto Gundam Rauze Aunanda Row of the same place Inhabitant in the Sum of Ninety four Star Pagodas and fifteen fanams Now known ye that the said Gundam Rauze Aunanda Row for a Valuable Consideration to him in hand paid by Manoel Johnson also of the same place Inhabitant or before the Sealing and delivery of these presents the Receipt whereof he the said Gundam Rauze Aunanda Row

Row hath assigned and set Over and by these Presents doth assign and set over unto the said Manoel Johnson 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 Gundam Rauz Aunanda Row for the Consideration aforesaid hath made constituted and appointed and by these Presents doth make Constitute and appoint the said Manoel Johnson his Executors and Administrators his true and lawfull Attorney and Attornies Irrevocable for him and in his name and in the name and Names of his Executors and Administrators but for the sole and proper use and benefit of the said Manoel Johnson his Executors Administrators and Assigns to ask require demand and receive of the said Cutmaram Chinna Permaul his heirs Executors and Administrators the Money due or to become due on the said Account Current and on non payment thereof he the said Manoel Johnson his heirs Executors and Administrators to sue for and recover the same and on payment thereof to deliver up the said Bond or Obligation and account Current and give sufficient Releses and discharges thereof and one or more Attorney or Attornies under him to Constitute and whatsoever the said Manoel Johnson or his Attorney or Attornies under him shall Lawfully do in the premises the said Gundam Rauze Aunanda Row doth hereby allow and affirm and the said Gundam Rauze Aunanda Row doth Covenant with the said Manoel Johnson that the said Gundam Rauze Aunanda Row hath not received nor will receive the said Money due or to become due on the said Ballance of the said Bond or Obligation and on Account Current thereof 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 Manoel Johnson saving the said Gundam Rauze Aunanda Row

Row harmless of and from any Cost that may happen to him thereby — In Witness whereof the said Gundam Rauze Armanda Row hath hereunto set his hand and Seal in Madras this Twenty third day of October in the Year of our Lord One Thousand Seven hundred and Eighty Six —

Sealed and Delivered — — —
(where no stampt Paper is to be had)
In the Presence of — — — — — —

A True Copy
Popham

Mayor's Court at Madraspatnam — Tuesday the 31st day of October Anno Domini 1786 —

Present

Robert Ewing Esquire Mayor
Edward John Holland and George Savage — — — Aldermen

Between Gundam Rauze Armanda Row of Madras Inhabitant by his Attorney Manal Johnson of the same place Inhabitant that Catmaram Chinna Permaul 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 Ninety Seven Pagodas and Thirteen Fanams / Pagodas 97. 13. — / together with all Such

such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit —

Filed 19th May 1786 in Court — — —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Abdool Kareem Rawn late of Madras Inhabitant by his Substituted Attorney Abraham Angell of Madras aforesaid Inhabitant that Shake Ahamed late of Madras aforesaid Inhabitant stands justly and truely indebted unto Your Orator in the full and just Sum of Five Thousand and Two hundred Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shilling for every Pagoda the Sum of Two Thousand and Eighty Pounds as will more fully and at large appear by the Copies of a Translation of a Mortgage Bond and of Two Assignments one from the said Abdool Kareem Rawn to Jamaleedeen of Madras aforesaid Inhabitant and another from the said Jamaleedeen to the said Abraham Angell 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 the Originals thereof now being in Your Orators Attorneys Custody and ready to be produced to this Honble Court whenever 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 of the said Sum of Five Thousand Two hundred Star Pagodas from the said Shake Ahamed —

But

But now soitis May it Please this Honble Court that the said Shake Ahamed obstenately 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 Shake Ahamed may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things therein 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 Five Thousand and Two hundred 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 Shake Ahamed to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be by this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Compliant 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 Compl.ts

I Shake Mahamud Son of Mahamed Muckaram do give this Writing to Abdool Kareem Kawn Son of Abdool Soulick Kawn to the following purport That is to say The Sum of Five Thousand and Two hundred Star Pagodas the half of which Amount to Two Thousand Six Hundred Pagodas on My Urgent occasion borrowed and Received of You which I promise to pay within 15 Months from the date hereof & for Securing the payment of the said Sum I have Mortgaged to You my Two Two Mast Vessells one Called Mahomed Buckish Commonly Known by the Name of Sloop, the Cargo whereof Consists of 45 Garce, the other by the name of Ahamed Buckish Commonly Called Buckshey, the Cargo whereof Consists of 35 Madras Garce as also a House in the Chitty Street Purchased of Shamarow by the means of Venkatacha Chitty in the Name of Mahomed Hafez for Star Pagodas 690. which said Sum & Its Interest at the rate of One Pagoda p Month I promise to pay at the beforesaid Limitted time and I further engage that untill the beforesaid Sum is not paid and discharged I shall not Sell or any Wise Incumber the beforesaid Two Vessells and House should I sell or Incumber the same then and in such Case the Sale or incumbrance thereof are Void & of no Effect and should I fail to pay the beforesaid Sum then and in such Case you are impowered to Sell the beforesaid Two Vessells & the House and Retain the Amount due to You & Should there be no Overplus you are to render it to me & should it be Less then I promise to Answer it to You Thus I have given this as a Mortgage Bond to serve hereafter as a Sanad or Proof Wrote on the 17th Shauban

(770)

Shauban 1796 or Anno Domini 26th July 1782.-

Signed & Sealed
Shake Ahamed. [L5]

Witness
Meer Enayet Oolah
Meer Mahomed

A True Translation as near as can be from the Original Persian Language W. Lewcock

a true Copy
P. Walker
Attg for Compt.

I Abdool Kareem Kawn Son of Abdool Jelell Kawn do hereby give this Writing to Jamaloodeen Mahomed to the following purport a Bond in the Name of Shake Ahomed the Son of Mahomed Mokaram Written on the 17th Shaybeem 1196 Hegerey for the sum of Five Thousans and Two hundred Pagodas which was given to me on Account of my Debt which said Bond I do hereby Sell unto the said Jamaloodeen Mahomed for the sum of Five Thousand Pagodas and hath Received of him the said Amount as to the List hereunder Wrote and the said Jamaloodeen Mahomed is impowered to receive the before said Sum & this interest from the said Shake Hamed According to this Bond and I can hereafter have no Claim or pretence whatsoever to the same and should the said Jamaloodeen Mahomed have a desire of selling the before said Bond or Mortgage it, or to Recover the Amount thereof from the said Shake Ahamed Son of Mahomed Mokaram is ther by Suing him in the Mayors Court or by any other Manner of Means he may think proper I do is intitled and at Liberty so to do - these Words have been therefore Wrote in my Perfect Health Sound Mind and with my Consent by way of Instancement of Sale that it may hereafter Serve as a Voucher - the List of the Ready Cash & Goods are the following To Wit - Ready Cash 2767. Goods 2233. Total 5000 Pagodas

Dated -

(771)

Dated the 22nd Jamadellsaney 1197 Hegery Answering to anno Domini 2nd June 1783 -

Witness
Meer Enayehoolah
Syder Baksh
Meer Mahomed
Mahomed Casim

(Signed) Abdool Kareem Kawn
(Signed) Abdool Kareem Cawn 1785.

A true Translate as near as can be.
W.m Lewcock

A true Copy
P. Walker
Attg for Compt.

To all People to whom this Presents shall Come Greeting Where as Shake Ahomed Son of Mahomed Muckawan late of Madras Inhabitant did in and by a certain Mortgage Bond or writing Obligation bearing Date the Twenty Sixth day of July One Thousand Seven hundred and Eighty two become bound unto Abdool Kareem Kawn Son of Abdool Jaulael Kawn in the sum of Five Thousand and two hundred Star Pagodas and Interest as by the said Mortgage Bond doth at Large appear and the said Abdool Kareem Kawn by a certain deed of Assignment bearing Date the Second day of June One Thousand Seven hundred and eighty three did Assign and make Over the same to Jamaloodeen of Madras Inhabitant for a valuable Consideration and has impowered the said Jamaloodeen to be his Attorney for the Recovery of the same and with Power to Assign the same and substitute other Attornies under him and in every Respect to act therein as he the said Abdool Kareem Kawn might himself act if he were Personally present Now know ye that the said Jamaloodeen for a Valuable Consideration to him in hand paid by Abraham Angell of Madras Inhabitant at and before the Sealing and delivery of these Presents the Receipt whereof is hereby acknowledged he the said Jamaloodeen as the

Attorney and assignee of the said Abdool Kareem Kawn hath assigned and setover and by these Presents doth assign and setover unto the said Abraham Angel the said Mortgage Bond or writing Obligatory and the Money thereby Secured together with the Interest due and to grow due thereon and all the Right Interest and demand of him or the said Abdool Kareem Kawn of in and to the same And he the said Jamolooden for the Consideration aforesaid and by Virtue of the Powers in him vested hath made Substituted and appointed and by these Presents doth make Substitute and appoint the said Abraham Angell his Executors and Administrators to be the true and Lawfull Substitutes of him the said Jamolooden and the true and Lawfull attorney and Attornies of the said Abdool Kareem Kawn for him and in his name and in the name and names of his Executors and Administrators but for the proper use and benefit of the said Abraham Angell his Executors Administrators and Assigns to ask require and demand of the said shake Ahomed his Heirs Executors and Administrators the Money due to become due thereon and on Non-Payment thereof to sue for and recover the same and on Payment thereof to deliver up the said Mortgage Bond or writing Obligation to be Cancelled and to give Sufficient Releases and discharges for the same and one or more Attorney or Attornies under him to make and whatsoever the said Abraham Angell his Executors or Administrators or his or their Attorney or Attornies shall Lawfully do in the Premises the said Jamoloodeen as the Attorney and Assignee of the said Abdool Kareem Kawn doth allow and affirm and he hath Covenant with the said Abraham Angell that he the said Jamolooden nor the said Abdool Kareem Kawn hath not received nor will receive the said Money due or to become due on the said Mortgage Bond or writing Obligation or any Part thereof Neither shall nor will Release or discharge the same or any Part thereof but will own and allow of

of all Lawful Proceedings for the Recovery thereof he the said Abraham angell Saving the said Jamolooden and Abdool Kareem Kawn Harmless of and from any Costs that may happen to him thereby In Witness whereof the said Jamolooden as the Attorney and assignee of the said Abdool Kareem Kawn hath hereunto Set his hand and Seal in Madras this Seventh Day of May One Thousand Seven hundred and Eighty Six

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

العبد جمال الدين محمد (L.S)

كواه ن بين احاجي

كواه ن مير محمد

a true Copy
P. Walker
Atty for Compt.

Mayor's Court at Madraspatnam

Tuesday the 31st day of October Anno Domini 1786

Present

Robert Ewing Esquire Mayor
Edward John Holland and George Savage
Aldermen

Between Abdool Kareem Kawn late of Madras Inhabitant by his Substituted Attorney Abraham Angell of Madras aforesaid Inhabitant Compt. and Shake Ahamed late of Madras aforesaid 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

think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five Thousand and Two Hundred Pagodas (Pagodas 5200.—.—) 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 23rd Augt 1786.—

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Monica Maria Flores of Madras Inhabitant that Domingos Vancolster D'Roza of the sam place Inhabitant, stands justly and truely indebted unto Your Oratrix in the full and just Sum of One Hundred and thirty four Pagodas Thirteen 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 Fifty Three pounds fourteen Shillings and four pence or thereabouts as will more fully and at large Appear by the Copies of a Bond or obligation and Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Oratrix prays may be Admitted as part of this his Bill of Complaint the Originals whereof being in the Custody and Possession of Your Oratrix Attorney and ready to be produced when thereunto required Your Oratrix further Sheweth that she has frequently and in an Amicable Manner requested payment of the said Sum of One Hundred and Thirty four Pagodas Thirteen fanams and forty Cash Current Money as aforesaid from the said Domingos Vancolster D'Roza—

But

But now so it is May it Please this Honble Court that the said Vancolster D'Roza obstinately and wilfully refuses to pay the same or to give Your Oratrix any Manner of Satisfaction touching the pramisses whereof Your Oratrix 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 Domingos Vancolster D'Roza 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 the said Domingos Vancolester D'Roza may particularly set forth whether he hath not duly executed the Bond bearing date the first of December in the Year One Thousand Seven hundred and Eighty Two and Conditioned for payment of the Sum of One hundred Star Pagodas at the time and with the Interest as in the said Bond or Obligation and the Condition thereof is set forth And that he may be Decreed to pay unto Your Oratrix the aforesaind Sum of One Hundred and Thirty four Star Pagodas thirteen fanams and forty Cash Current Money of Madras 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 Domingos Vancolester D'Roza to be Summoned and required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be Honble Court prefixed and Appointed upon and thereto Answer his Your Oratrix Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet

J. Grierson
Atty for Complt.

Fort St. George 23rd August 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 Domingos Van-
-colster D'Roza of Madras Inhabitant am held and firmly bound
unto Monica Maria Flores of the same place Inhabitant in the pe-
-nal Sum of Two hundred Star Pagodas Current Money of Madras,
to the payment whereof well and truly to be made to the said Monica
maria Flores, his Heirs, Executors, Administrators, or Assigns, I do
hereby bind myself My Heirs, Executors, and Administrators, firm
-ly by these Presents. In Witness whereof I have hereunto set my
Hand and Seal in Madras aforesaid this first Day of December
in the Year One Thousand Seven hundred and Eighty Two

Whereas the above bound Domingos Vancolster D'Roza hath borrowed &
Received of the above Named Monica Maria Flores full and just Sum of One
hundred /100/ Pagodas of the said Currency to run at Interest at the Rate of Twelve
per Cent per Annum payable on Demand. —

Now the Condition of this Obligation is such that if the above bound
Domingos Vancolster D'Roza his Heirs Executors, Administrators, or
Assigns, shall well and truely pay or Cause to be paid unto Monica
maria Flores his Heirs Executors, Administrators, or Assigns, the
full and just Sum of One hundred Pagodas of the said Currency to-
-gether with such Interest as shall or May become due thereupon,
then this Obligation to be Void of no Effects otherwise to continue
in full for[illegible]ce and Virtue —

Signed Sealed and
Delivered where no Stamp
Paper is to be h[illegible]d in the Presence
of

Dgo Vancolster D'Roza
(LS)

a true Copy
J. Grierson attly for Complt.

Dr. Domingos D'Roza in Acct. Curren with Monica Maria Flores Cr.

1782 Decr.	1st	To Amount of Your Bond of this Date	100	—	—		By Cash Recd. in part of Interest	10	—	—
		To Interest on Do. from 1st Decr. 1782 to 8th Augus 1786 being 3 Years 8 Months and 9 Days at 12 p Cent p Annum	44	13	40		By Ballance Due	134	13	40
		Pagodas	144	13	40		Pagodas	144	13	40

Errors Excepted p Monica Maria her + Flores
Mark

Madras 21st August 1786 —

a true Copy
J. Grierson attly for Complt.

Filed the 29th Augt 1786

In the Honble the Mayors
Court at Madraspatnam

Between Monica Maria Flores of
Madras Inhabitant Complainant and
Domingos Vancolster De Roza of the same
place Inhabitant Defendant —

Monica Maria Flores the Complainant in this Cause Maketh
Oath and saith that Domingos Vancolster D'Roza the above na-
-med Defendant is justly and truely indebted unto her this Deponent
in the Sum of One Hundred and Thirty four Star Pagodas thirteen
fanams and forty Cash. —

Monica Maria his + Flores —
Mark

Sworn to before me, this
21st Day of August In the Year
1786 —

Robt. Ewing
Mayor

Mayor's Court at Madraspatnam

Tuesday the 31st day of October Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
Edward John Hollond and George Savage Aldermen

Between Monica Maria Flores of Madras Inhabitant Complainant and Domingos Vancolster D'Roza of the same place Inhabitant Defendant.

The Defendant appears by his Attorney Mr. Peter Walker and acknowledging the Justness of the Complainant's Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Thirty four Pagodas Thirteen Fanams and Forty Ca[illegible] Pagodas 134-13-40/ together with all such Interest as [illegible] or shall hereafter becom due thereon untill full payment [illegible] made also all Costs of this Suit.

Huz

Filed the 25th Augt 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Smith of Madras Merchant that Charles Darke of the same place Merchant Stands Justly and truely endebted unto Your Orator in the full and Just sum of Seven Hundred and Ten Star Pagodas and thirteen fanams Curren Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Sillings for every Pagoda the Sum of Two Hunder and Eighty four Pounds Two Shillings and Three Pence or thereabouts as will more fully and at large appear by the Copys of an Account Current and a Bond 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 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 Seven Hundred and Ten Star Pagodas and thirteen fanams.

But now so it is May it Please this Honble Court that the said Charles Darke obstinately and wilfully refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premesses Your Orator therefore Prays a general Relief such as to this Honble Court Shall appear agreeable to Equity and good Conscience To the End therefore that the said Charles Darke may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things hereon 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

particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Seven Hundred and Ten Pagodas thirteen 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 Charles Darke to be summoned and required by the sheriff of Fort Saint George Town of Madras patnam, And the Distreets thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court prefixed and appointed then and thereto Answer this Yours Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree thereon 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
24 Augt 1786

Robt Ewing
Mayor

P. Walker
Atty for Compl^t

Dr. Mr. Charles Darke in Account Current with John Smith Cr.

1783 aug^t	6th	To Amount of Your Bond of this Date Payable on Demand with Interest at 12 ℘ Cent ℘ Annum	500	"	"	1786 aug^t	6th	By Ballance Due	710	13
1786 aug^t	6th	To Interest on D^o to this Day being three Years @ 12 ℘ Cent ℘ Annum	180	"	"					
		To Amount of Costs paid to Mr. Walker which you promised to repay me again as ℘ Bill	30	13	"					
		Pagodas	710	13	"			Pagodas	710	13

Fort St. George 6th August 1786
Errors Excepted ℘ John Smith
A true Copy
P. Walker
Atty for Compl^t

Know all Men by these Presents that I Charles Darke of Madras Merchant am held and firmly bound unto Mr. John Smith of the same place in the Penal Sum of One Thousand Star Pagodas to the Payment whereof well and truely to be made to the said John Smith or 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 & Seal in Madras this Sixth Day of August in the Year One Thousand Seven hundred and Eighty three

Whereas the above bound Charles Darke hath borrowed and received of the above named John Smith the full and Just Sum of Five Hundred Star Pagodas to run at Interest at the Rate of Twelve (12) per Cent per Annum payable on Demand

Now the Condition of this Obligation is such, that if the above bound Charles Darke or his heirs Executors Administrators or assigns shall well and truely pay or Cause to be paid unto the said John Smith or his heirs Executors Administrators or Assigns the full and Just Sum of five Hundred Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to Continue in full Force and Virtue

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

Canton

Chas. Darke (L.S.)

A true Copy
P. Walker
Atty for Complainant.

Mayor's Court at Madraspatnam — Tuesday the 31st. day of October Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
Edward John Hollond and George Savage ..... Aldermen.

Between John Smith of Madras Merchant Complainant and Charles Darke 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 Seven Hundred and Ten Star Pagodas and Thirteen fanams / Star. Pagodas 710.13.- / 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

Recd

Filed the 25th. April 1786 in Court

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Venatakistnah Moodeliar of Madras Inhabitant that Naugojee Dawoo of the same place Inhabitant Stands Indebted unto Your Orator in the full and just Sum of Two Hundred and four Pagodas and Ten Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eighty one Pounds and Twelve Shillings or thereabouts as will more fully and at large appear by an account Current hereunto annexed for the Inspection of this Honble Court which Your Orator prays may be admitted as part of this his Bill of Complaint And whereas Your Orator Sheweth that the said Naugojee Dawoo did by Bond mortgage the Bill of Sale of his House Peddanaicks Pettah unto Goulamsain of Madras Inhabitant for the Sum of One Hundred Pagodas which was therein convented to be paid by him the said Naugojee Dawoo on or before the Twenty Eighth of October last past and Your Orator Sheweth that at the Special instance and request of the said Naugojee Dawoo he did enter into a Covenant with the said Goulamsain on behalf of the said Naugojee Dawoo wherein he bound himself for the payment of the said Sum of One Hundred Pagodas in default of the payment thereof on the said Twenty Eighth day of October by the said Naugojee Dawoo who did on his part as a Security to Your Orator give and grant unto Your Orator a Certain Bond or Instrument in writing bearing date the Twenty Eighth day of June last past wherein the said Naugojee Dawoo did covinant and agree that in default

default of payment by him to be made on the said Twenty eighth day of October aforesaid unto the said Goolamsain that Your Orator shall in that case be empowered to Sue the said Naugojee Dawsoo in this Honble Court as may more particularly and at large appear by Copy of the Translation of the said Bond or Instrument hereunto Annexed for the Inspection of this Honble Court which your Orator prays may be admitted as further part of this Bill of Complaint, the Original whereof is in Your Orators possession and Ready to be produced to this Honble Court when Required.

And Your Orator Sheweth that the said Naugojee Dawsoo did make default in the payment of the said Bond unto the said Goolamsain whereupon Your Orator was called upon by the said Goolamsain to pay the same which Your Orator hath accordingly done and that Redeemed the Bill of Sale of the said Naugojee Dawsoo's House and his aforesaid Bond to the said Goolamsain which is now in Your Orators possession and Ready to be produced to this Honble Court when called for

And Your Orator further Sheweth that he did on the Twenty Second day of August last past lend and pay unto the said Naugojee Dawsoo the Sum of One Hundred Pagodas for which the said Naugojee Dawsoo did give and Execute unto Your Orator a Bond on the said day and date payable on the Twenty Second day of October last past and Your Orator Sheweth that there is a special Covenant therein declared that in default of payment that Your Orator shall be in that case be empowered to Sue for the same in this Honble Court as may more fully and at large appear by Copy of the Translation thereof hereunto annexed for the Inspection of this Honble Court which Your Orator prays may be admitted as further part of this his Bill of Complt. the

Original Whereof is in Your Orators Possession and Ready to be produced to this Honble Court when Required and Your Orator Sheweth that by Virtue of the said Covenant in the said Bonds before Needed empowering Your Orator to sue for the Several Amounts thereof in this Honble Court in default of payment by the said Naugojee Dawsoo to be made Your Orator is at full Liberty to commence an action upon and Sue for the payment of the said Several Sums of Money in this Honble Court Accordingly to the meaning Spirets and construction of his Majestys Charter now in full force Respecting the bringing of Actions and prosecution of Suits between the Natives of Madras in this Honble Court And Whereas Your Orator hath frequently and in an amicable manner requested payment of the said Sum of Two Hundred and four Pagodas and Ten Cash from the said Naugojee Dawsoo.

But now so it is May it Please this Honble Court the said Naugojee Dawsoo 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 to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that Naugojee Dawsoo 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 be Decreed to pay unto your Orator the aforesaid Sum of Two Hundred and four Pagodas & Ten Cash together 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 Naugojee Dawsoo to be Summoned and Required by the Sheriff of Fort St. George Town of Madras patnam and the Dependants thereof personally

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.

Ply DaPury
Atty Compt.

Dr. Nougojee Dawoo in Account Curt Vencatakistnah Moodeliar &c.

1785					
June 28	To Bond from Youkone Sundry Years				
	Int. in the Kayment of 1100 Pags due				
	Faulty of Your discharging the Bond at the date from the Contumacia				
	to whom I became Security and have				
	discharged the same			100	--
Aug. 29	To the Amount Principal of Your Bond				
	time of this date			100	--
1786					
March 18	To Interest on the following sums				
	from their respective dates to this day				
	@ 12 pr Cent pr Annum				
	On Rs 1100 — for 9 Mo. 27 D.				
	100 — for 1 Y. 2 M. 27 D.				
				17. 20	40
	Bagavan			217. 20	40
	Errors Excepted				
	Chetty Clerk				

By Cash Received in part
By Interest on Rs 1100 from 28 June
1785 to this Day at 12 pr Cent
By Balance

1785 Aug. 29 By Cash
1786 March 18 By Balance

Bagavan

Errors Excepted 18 April 1786.
Chetty Clerk

Translation of an Agreement Dated the 18th of June Month Year Called Vessovasoo or 28th of July 1785

I Nougojee Dawoo Moodlee Dawoo Son of Moodlee Dawoo Vedawoo Davaneka Dawoo do give this Agreement to Vencatakistna Moodeliar Son of Ravoo Rangapa Moodeliar of Madras Pattis to Jaye

I have Mortgaged the Choultry Bill of sale of my House to the Goulamsweem Jaib and granted a Bond payable on or before the 28 October and Received of him 1100 / Pagodas for which I have given as Security if I do not pay him agreeable to the said limitted time then you are impowered to sue me in the Honble the Mayors Court and Recover the Same. This I do give this Agreement by my Consent Witnesses Rundem Venataraum Naicker & Palaveraida Cundapah Moodeliar by their Knowledge Drawn by Mootteratteyar —

(Signed) Nougojee

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

Soobaroyan
Interp.

Witnesses Signed
Rundem Venataraumen
Cundapen

true Copy
Ply DaPury
Atty Compt.

Translation of a Bond or Obligation Dated the 12th of Tuvane Month Year Called Vesswovasoo or 22nd of August 1785

I Nougojee Dawoo Son of Moodlee Dawoo Tovaragam Dawoo of Madras do give this Bond to Vencatakistna Moodeliar Son of Ravoo Rangapa Moodeliar of the Same place That is to Say —

On My urgent Occasion I have Borrowed and Received of

of you the Sum of (100) One Hunder Star Pagodas Current Money of Madras, which Sum I promise to pay you on or before the 12th Arpass or 22nd of October Next with such Interest as may become due thereon at the rate of 12 p Cent p Annum in default of which you are empowered to Sue me in the Mayors Court and receive the Same (Notwithstanging) I have Mortgaged the Choultry Bill of Sale of a House which is in my father Name to one Goolamsain and received of him (100) Pagodas to which you becom as Security by my desire I discharge the Said Sum you are impowered to receive the Same and keep it in Your possession as a Mortgage untill you receive the said Sum Thus I do give this Bond by my Consent Witnesses Palavareadoo Cundapah Moodelear and Kundem Vencataraum Naicker by their Knowledge Drawn by Saderangapatnam Mootto-vatteyar —

Witnesses Signed
Palva Cundapen
Kundem Vencataraum

(Signed)
Naugoojee Dausoo

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

Soobaroyam
Interpr.

true Copy

Hy DuPuy
Atty Compt.

Mayors Court at Madraspatnam

Tuesday the 7th day of October Anno Domini 1786

Present

Robert Ewing Esquire Mayor
Edward Garrow and Josias DuPré Porcher
Aldermen

Between Vencatakistnah Moodeliar of Madras Inhabitant Complainant and Naugojee Dausoo 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 Two Hundred and four Pagodas and Ten Cash (Pagodas 204 — 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

Hcuz

Filed 2d Octr 1786.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Colley Lyon Lucas of Madras Esquire That Canjeveram Vencatachellum of the same place Inhabitant Stands justly and truely indebted unto Your Orator in the full and just Sum of Three Thousand two Hundred and four Star Pagodas forty two 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 Thousand two hundred and Eighty One Pounds and Nineteen Shillings or thereabouts as will more fully and at large Appear by the Copies of an Account and Bond 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 being in the Custody and Possession of Your Orators Attorney and Ready to be produced when 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 Canjeveram Verdachellum of the said Sum of Three Thousand two hundred and four Pagodas forty two Fanams and forty Cash. —

But now so it is may it please this Honble Court that the said Canjeveram Verdachellum obstenately and wilfully refuses to pay the same or to give Your Orator any Manner of

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 Canjeveram Verdachellum may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truely and effectually to all intents and purposes as if the same were here again Repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Three Thousand two hundred and four Pagodas forty two Fanams and forty Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Canjeveram Verdachellum 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 therein as to this Honble Court Shall seem Meet

J. Grierson
Compt.r Atty

Fort St. George this 2d day of Octr 1786.

This Bill was Shewn to me in the days of Adjournment and the Complainant having Sworn to the justness of his demand and that he hath Reason to believe that the Defendant is about to depart from the Jurisdiction of this Honble Court Let a Summons issue Returnable immediately and Warrant of Arrest issue thereon

Robt Ewing
Mayor.

Dr. { Canjeveram Verdachillum in Accoun With Colley Lyon Lucas Esqr. } Cr.

1774 Augt.	22nd	To Amount of Your Bond	1450	"	"	1786 Octr.	2nd	By Ballance Due	3204	42	40
1786 Octr.	2nd	To Interest from 22nd August 1774 to this day @ 10 ℘ Cent ℘ Annum being 12 Yrs 1 m 10 days	1754	42	40						
		Pagodas	3204	42	40			Pagodas	3204	42	40

Madras 2nd October 1786

E. E.

Ffr. Colley Lucas

a True Copy

J. Grierson

Compl.t Atty

Know all Men by these presents, that I Verdachillum of Canjeveram Lunar Conicobly am held and firmly bound unto Colley Lucas Esqr. Surgion in the Sum of Two Thousand Nine Hundred Pagodas to the payment Whereof well and truely to be made to the said Colley Lucas his heirs Executors Administrators or Assigns, I do hereby bind myself my heirs Executors and Administrators firmly by these presents, In Witnesses whereof I have hereunto Set my Hand and Seal in Vellore this twenty Second day of August in the Year One Thousand Seven Hundred and Seventy four

Whereas the above bound Verdachellam hath borroweth and received of the above mentioned Colley Lucas the full and just Sum of One Thousand four hundred and fifty Pagodas to run at Interest at

at the Rate of Ten per Cent per Annum

Now the Condition of this Obligation is Such, that if the above bound Verdachellum his heirs Executor, Administrators or Assigns, shall well and truely pay or cause to be paid unto Colley Luas Esqr. his heirs Executors, Administrators or Assigns the full and just Sum of One Thousand four hundred and fifty Pagodas in twelve Monthes from the date hereof 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

[illegible] L.S.

Signed Sealed and delivered where no Stampt paper is to be had in the presence of

Eules Nixon Major

Francis Lupton Sub Assist Surgion

[illegible]

a true Copy

J. Grierson

Compl.t Atty

Filed 2d Octr. 1786.

In the Honble the Mayor's Court at Madraspatnam

Colley Lyons Lucas Esqr.

Complainant

vers

Conjeveram Verdachellum

Defendant

Colley Lyone Lucas Esquire the Complainant in the above Cause being duly sworn maketh Oath and Saith that Conjeveram Verdachellum the Defendant in the above Cause is justly and truely indebted unto Him this Deponent in the sum of three Thousand two hundred and four Star Pagodas forty two fanams and forty Cash Current Money of Madras upon Bond and that he has reason to think and verily believes that the said Defendant is about to depert the Jurisdiction of this Honble Court.

Colley Lyons Lucas

Sworn before me the 2nd October 1786

Robt. Ewing

Mayor

J. Grierson

Atty for Compl.t

Mayor's Court at Madraspatnam

Tuesday the 7th day of November Anno Domini 1786

Present

Robert Ewing Esquire Mayor

Edward Garrow and Josias DuPré Porcher Aldermen

Between Colley Lyon Lucas of Madras Esquire Complainant and Canjeveram Verdachillum of the same place Inhabitant Defendant

The Defendent 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 Three Thousand Two hundred and Four Pagodas Forty Two Fanams and Forty Cash / Pagodas 3204-42-40 / 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

HW

Filed 4th 9. Novr 1786 -

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sunkoo Shashacella Chitty of Madras Merchant that Coolly Chitty of the same place Inhabitant stands indebted unto Your Orator in the full and just Sum of two Hundred and Fourteen Star Pagodas and thirty three Fanams Current Money of Madras, Making in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the Sum of Eight five Pounds and eighty Shillings or thereabouts as will more fully and at large appear by the Copies of the Translation of a Mortgage Bond or Obligation and an Accompt 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 are in Your Orators Possession and Ready to be Produced 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 two hundred and fourteen Star Pagodas and thirty three Fanams -

But now so it is and may it please this Honble Court the said Coolly Chitty Obstinately and willfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a general Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore, that the said Coolly Chitty may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matter and things herein before set forth and

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 fourteen Star Pagodas and thirty three fanams With all such Interest as now is or shall hereafter becom due thereon Also Costs of the Suit

May it Please this Honble Court to cause the said Cottty 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 thereto Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and decree therein; as to this Honble Court Shall Sum Meet

Popam
Attorney for Compl^t

9th November 1786
This Bill was shewn to me the days of Adjournment Let a summon issue returnable next Court day —
Robt Ewing
Mayor

Translation of a Mortgage Bond Dated the 10th October 1783 —

I Coottey Chitty Son of Pooleyoor Rackey Chitty do give this Mortgage Bond to Suncoo Sashachellum Chitty That is to say —

On my urgent Occasion I have Mortgaged to You my House situated at Mootal Pettah in Vaudeyar Choultrys alley on the East side to Vaunacarah Motta Chittys House, & on the West side to Sedumbra Chittys House, together with the Choultry

Title Deed, and Borrowed & received of you the Sum of (200) Two hundred Star Pagodas Current Money of Madras, which Sum I promise to pay you on or before the expiration of Six monthes with such Interest as may become due thereon at the rate of 12 ℘ Cent ℘ Annum — Indefault of the said Payment, then you are empowered to prosecute me in the Honble the Mayor's Court and sell the said Mortgage Promises and pay your self — If any deficiency should happen, which I promise to make good to you, concerning the risk of the said House I am to bear it, you shall have nothing to do with it — Thus I do give this mortgage Bond by my Consent, — Witnesses Madah Jungum Chitty and Concherla Obela Chitty by their knowledge Drawn by Madah Sambasevadoo —

(Signed)
Coottey

Witness Signed
Obila Chitty

A true Translation as near as can be from the Gentoo Language — Soobarayam
Interp^r

a true Copy
Popham

1784
September 25th Received thro' the means of Goomedy poondey Coottey Chitty on account of Interest the Sum of (20) Twenty Pagodas — Suncoo Shashachellum

1785
February 7th Received thro' the meant of Goomedey poondey Cottey Chitty on account of Interest (10) Ten Pagodas —

March 1st	Received on account of Interest		4 Pagodas
May 15th	Ditto	D^o	5 D^o
August 10th	Ditto	D^o	5 D^o
	Ditto	D^o	5 D^o
1786 August 26	Ditto	D^o	10 D^o

a true Copy
Popham

Dr. Cootty Chitty in account Current With Sunkoo Sashachellum Chitty Cro

1783 Octr. 10th	To the Amount of Your Bond of this date	200	1784 Septr. 25th	By Cash Received on account of Interest by the means of Goommedy poody Cootty Chitty	20
1786 Novr. 6th	To Interest on Do. to this Day being 3 Years & 26 Days at 12 pr Cent pr annum	73.33	Feby. 7th	By Do. Do. Do.	10
			March 1st	By Do. on account of Interest	4
			May 15	By Do. Do. Do.	5
			Augt. 10	By Do. Do. Do.	5
				By Do. Do. Do.	5
			1786 Augt. 26	By Do. Do. Do.	10
					57
			Novr. 6th	By Ballance	214.33
	Pagodas	273.33		Pagodas	273.33

Madras 6th November 1786

Errors Excepted
Atrue Copy
Sa. Sasachellum
Popham

Mayor's Court at Madraspatnam

Tuesday the 14th day of November Anno Domini 1786

Present

Robert Ewing Esquire Mayor

James Call and William Webb

Aldermen

Between Sunkoo Shashacella Chitty of Madras Merchant Complainant and Cootty Chitty 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 fourteen Pagodas and thirty three fanams (Pags. 214.33.) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Huz

(800)

Filed the 2th July 1786

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gopaul Brauminy of Madras Inhabitant That Stephan John Goolamier of the same place Armenion Merchant Stands justly and truely indebted unto Your Orator in the full and just Sum of Three hundred and thirty five Pagodas and forty 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 Thirty four Pounds and Seven Shillings as will more fully and at large appear by Copy of a Bond or Obligation and 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 Stephen John Goolamier of the said Sum of Three hundred and thirty five Pagodas and forty Fanams

But now so it is May it Please this Honble Court the said Stephen John Goolamier Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction for 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 Stephen John Goolamier may upon his Corporal Oath full true Direct and perfect answer answer make to all and Singular the

(801)

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 Decree to pay unto Your Orator the aforesaid Sum of Three hundred and Thirty five Pagodas and forty 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 Stephen John Goolamier to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court prefixed and appointed then and there to Answer this Your 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
Atty for Compl.

This 24th July 1786

This Bill was shewn to me in the days of Adjournment Late a Summon issue Returnable Next Court day

Robt. Ewing
Mayor

Know all Men by these Presents that I Stephen Johannes Goolamier of Madraspatnam Armenien Marchant am held and firmly bound unto Gopaul Brauminy of the same place Inhabitant in the penal Sum of Six hundred Pagodas Current Money of Madras to the payment whereof well and truely to be made to the said Gopaul Brauminy. I do hereby bind my self my heirs Executors and Administrators firmly by these Present In Witness whereof I have hereunto set my hand and Seal in Madraspatnam this

this Twenty fourth day of May in the Year of Our Lord One Thousand Seven hundred and Eighty four

Whereas the above bound Stephen Joannes Goolamier hath borrowed and Received of the above named Gopaul Bramimy the full and just Sum of Three Hundred Pagodas Current Money of Madras to run at Interest at the rate of Twelve per Cent per Annum and payable in Six Monthes —

Now the Condition of this Obligation is such that if the above bound Stephen Joannes Goolamier his heirs Executors or Administrators shall well and truely pay or Cause to be paid unto the above named Gopaul Bramimy his heirs Executors Administrators or Assigns the full and just Sum of Three hundred Pagodas Current Money of Madras together with such Interest as shall or may become due thereon then this Obligation to be void of no Effect otherwise to Continue in full force and Virtue —

Signed Sealed and Delivered — Stephan John Goolamier (L.S.)

Where no Stampt Paper is to be had

in the Presence of

W. Ruther

B. Lanyon

1785
May 25th Recd one Years Interest on Account — Thirty six Pags — 36 — —
July 11 Ditto — on Account — Six Ps — 6 — —

a true Copy — Chas. Baker

Dr. Stephan John Goolamier in Account Current with Gopaul Bramimy Cr.

1784 May	24th	To the Amount of your Bond bearing dated this day	300	—	—	1785 May	25th	By Cash Recd for 1 Years Interest	36	—	—
1786 July	23rd	To Interest on Dr. to this day is 2 Yr. 1 Mo. 29 Ds at 12 p Cent	77	40	—	July	11	By Dr. Do. on Account	6	—	—
									42	—	—
								By Balance due	335	40	—
		Pagodas	377	40	—			Pagodas	377	40	—

Fort St. George this 23d July 1786 —

Errors Excepted — Gopaul Bramimy

a true Copy — Chas. Baker

Mayors Court at Madraspatnam — Tuesday the 14th day of November Anno Domini 1786

Present

Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen

Between Gopaul Bramimy of Madras Inhabitant Complainant and Stephan John Goolamier of the same place Armenian 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 Three Hundred and Thirty five Pagodas and forty Fanams / Pagodas 335. 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

Filed 18th August 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Ross of Madras Inhabitant, late a Soldier in his Majestys 73d Regiment of Foot, that Namasee of the Same place Inhabitant lately a Bullock Master of the said Regiment, is justly and truely indebted unto Your Orator, in the full and just Sum of Three Thousand 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 One Thousand and two hundred Pounds, and thereupon Your Orator begs leave to Represent unto this Honble Court That certain Debash to the said Regiment called Sam being indebted to Several of the Soldiers of the said Regement in different sums of Money, amounting together to the Sum of three Thousand Star Pagodas, and being then in confinement for the same, the said Namasee undertook and promised to the said Soldiers, and to every one of them, that if the said Sam did not pay them the full amount of three respective Debts, on or before the Nineteenth day of October, One Thousand, Seven hundred and Eighty five, That then he the said Namasee, would pay the same, as by certain, Writing Obligation, signed by the said Namasee, a Copy Whereof is hereunto annexed for the inspection of this Honble Court will fully

appear

appear Your Orator further sheweth unto this Honble Court That the said Sam did not on the said Nineteenth day of October, or hath he since paid the said Sum of three thousand Star Pagodas, or any part thereof, whereby the said Namasee is become bound to pay the same unto the said Soldiers or to any one of them and has by the said Bond or writing obligatory declared it to be lawful for the said Soldiers or any one of them to seize and arrest his Person Property, Goods, and Effects until they should be paid the full amount of the said Debt, and the said Namasee being so indebted to the said Soldiers or to any one of them, And Your Orator having received from the said Soldiers the said Bond and an Authority to demand the said Sum of Money, Your Orator frequently applied to him in an amicable Manner to pay him the same.

But now so it is May it please this Honble Court that the said Namasee obstenately and willfully refuses to pay the same or to give Your Orator any Manner of satisfaction touching the Premises Your Orator therefore Prays a general Relief such as to this Honble Court shall appear agreeable to equity and good conscience To the End therefore that the said Namasee 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 Three Thousand 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

Namasee

Namasee to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your 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
Attorney for Compl.t

This Bill was shewn to me between the days of Adjournment and the Complainant having sworn to the justness of his Demand and also that he hath reason to believe that the Defr. is about to depart the Jurisdiction of this Honble Court let a Summons returnable immediately and a Warrant of Arrest issue thereon—
Fort Saint George 18.th of August 1786—

Robt. Ewing
Mayor

Know all Men by these presents me Nummagee Bullock Mastry to the Seventy third Regiment Do hereby bind and Oblige myself My Heirs and Executors as Security to the Soldiers of the said Regiment for the Person of Sam late Dubash to Lieutenant Gorry Quarter Master of the 73.d Regiment, and also as a further Security for the Payment of Certain Sums of Money Amounting Pag.s Three Thousand due by the said Sam to the above mentioned Soldiers That is to say the said Sam having this Day (in consideration of his being released from Confinement by the said Soldiers) Solemnly promised to pay to them or their Order on or before the Nineteenth Day of October 1786 all and every Part of the above Sum of Pagodas — for which they are then to grant him a full Discharge and Acquittance. But in the event of the said Sam failing in the performance of this his agreement and promise, I hereby hold Myself responsible to the Soldiers of the said Regiment as Principal in the full payment of the above Sum of Pag.s 3000, And I hereby declare it shall be

free and Lawful for the said Soldiers or anyone of them to Seize and Arrest my Person property, goods and Effects whatsoever untill such time as they shall have paid themselves in the full Amount of the said Debt due to the Soldiers by the before named Sam In Witness Whereof I have Subscribed these presents written by Serjeant Ross of the 73.d Regiment at Arcot where Stamped paper cannot be procured, this Nineteenth Day of April One Thousand Seven Hundred and Eighty five Years before these Witnesses —

George Ross Serj.t 73. Rg.t

a true Copy
Peter Walker
Atty for Compl.t

Filed 18. August 1786

In the Honble the Mayors Court at Madraspatnam

Between Thomas Ross of Madras Inhabitant late a Soldier of the Seventy third Regiment of foot Complainant and Namasee of the same place Inhabitant Defendant

The affidavit of Thomas Ross the above named Complainant This Deponent Maketh Oath and Saith that the above named Defendant Namasee is justly and truely indebted unto this Deponent in the full and just Sum of three Thousand Star Pagodas Current Money of Madras as by the Bill of Complaint filed in this Honble Court by this Deponent and the Copy of an Engagement of the said Defendant thereunto Annexed will fully appear and this Deponent further Saith that he hath reason to believe that

that the said Defendant is about to depart the Jurisdiction of this Honble Court —

Thomas Ross —

Sworn to before me at Fort St. George 18th day of August 1786 — — —

Robt. Ewing
Mayor

Peter Walker
Atty for Complt

Mayor's Court at Madraspatnam

Tuesday the 14th day of November Anno Domini 1786 —

Present
Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen

Between Thomas Ross of Madras Inhabitant, late a Soldier in his Majestys 73rd Regiment of Foot Complainant and Namasee of the same place Inhabitant lately a Bullock Mastree of the said Regiment, 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 Three Thousand Pagodas (Pagodas 3000 — —) 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.W.

Filed the 22nd Sept. 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Cotah Mookundoo Naik of Madras Inhabitant that Cottrell Barrett of the same place Inhabitant Stands justly and truely indebted unto Your Orator in the full and just Sum of One Thousand Two hundred and Ninety Six 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 five hundred and Eighteen Pounds and Eight Shillings as will more fully and at large appear by the Copies of a Mortgage Bond and 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 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 from the said Cottrell Barrett of the said sum of One Thousand Two hundred and Ninety Six Star Pagodas —

But now so it is may it Please this Honble Court that the said Cottrell Barrett 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 Cottrell Barrett 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 —

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 Two hundred and Ninety Six 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 Cottrell Barrett 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

B. Walker
Atty for Compl.t

This Bill was Shewn to me between the Day of adjournment to a Summons Issue returnable Next Court Day

Robt. Ewing
Mayor

Dr. Mr. Cottrell Barrett in Account Current With Cotah Mookundoo Naik Cr.

1786				1786			
Janry	9th	To amount of your Mortgage Bond of this Day for	1200	Sept.	9th	By Ballence due	1296
Sept.	9th	To Interest on D.o to this Day being 8 Month @ 12 P Cent P Annum	96				
		Pagodas	1296			Pagodas	1296

Madras 9th September 1786
Errors Excepted
p.r Mookundoo
a true Copy
B. Walker
Atty for Compl.t

Know all Men by these Presents that I Cottrell Barrett of Madras Inhabitant am Held and firmly bound unto Cotah Mookundoo Naik of the same place Inhabitant in the Penal Sum of Two Thousand and four hundred Star Pagodas Madras Currency to the payment whereof well and truely to be made to the said Cotah Mookundoo Naik his Heirs Executors administrators or Assigns I do hereby bind my self my heirs Executors and administrators Jointly by these Presents In Witness whereof I have hereunto set my hand and Seal in Madras this Ninth Day of January in the Year One Thousand Seven hundred and Eighty Six

Whereas the above bound Cottrell Barrett hath Borrowed and Received of the above named Cotah Mookundoo Naik the full and just Sum of One Thousand and Two hundred Pagodas and for security of which has given two Bill of Sale as a Mortgage to run at Interest at the rate of (12) twelve P Cent P Annum Payable in six Months

Now the Condition of this Obligation is such that if the above Bound Cottrell Barrett his Heirs Executors Administrators or Assigns shall well and truely pay or Cause to be paid unto the said Cotah Mookundoo Naik his Heirs Executors Administrators or Assigns the full and just sum of One Thousand and Two hundred Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to continue in full force and Virtue

Cottrell Barrett (L.S.)

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

John James Durbin
N. F. Frank

a true Copy
B. Walker
Atty for Compl.t

Mayors Court at
Madraspatnam

Tuesday the 14th day of November
Annoq Domini 1786

Present

Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen

Between Estate Moskundas
Nack of Madras Inhabitant
Complainant and Cottrell Barrett
of the samplace Inhabitant De
fendant

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 Ac
cordingly Order and Decree that the Defendant shall pay unto
the Complainant the Full and Just Sum of One Thousand
Two hundred and Ninety Six Pagodas Pagodas 1296 — 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

Per

Filed 17th augt 1786

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator John Charles Bartholme of Fort Saint
George Merchant by his Attorney Francis Lautour of the same place
Merchant that Joseph Smith and Thomas Barrett of Madras
Inhabitants stand justly and truely indebted unto Your Orator
in the Full and just Sum of Three Thousand Seven hundred and
thirty seven Star Pagodas thirty six Fanams and Seventy four 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 ninety Five Pounds Two
shillings and Six Pence or thereabout as does more particularly
and at large appear by the Copies of an Account Current and Po
wer of Attorney hereunto Annexed for the Inspection of this Honble
Court and which Your Orator prays may be admitted as part of
this his Bill of Complaint, and whereas Your Orator hath fre
quently and in an Amicable Manner Requested Payment of the
said Sum of Three thousand seven hundred and thirty seven
Star Pagodas thirty six Fanams and Seventy four Cash from the
said Joseph Smith and Thomas Barrett

But now so it is may it please this Honble
Court the said Joseph Smith and Thomas Barrett Obstinately
and wilfully refuse to pay the same or to give Your Orator any Man
ner of Satisfaction touching the Premises Your Orator therefore
prays a General Relief such as to this Honble Court shall ap
pear agreable to Equity and Good Conscience To the End
therefore that the said Joseph Smith and Thomas Barrett

May

May upon their corporal Oath full true direct and perfect Answer make to all and singular the Matters and things hereinbefore setforth and Alledged as fully truely and effectually to all intents and Purposes as if the same were hear again repeated and particularly interrogated and that they may be decreed to pay unto Your Orator the aforesaid Sum of Three Thousand Seven hundred and thirty seven Star Pagodas thirty six Fanams and Seventy four Cash with all such Interest as now is or hereafter may become due thereon and also all Costs of this Suit.

May it Please this Honble Court to cause the said Joseph Smith and Thomas Barrett 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

Fort Saint George
this 17th day of August 1786
This Bill was shewn to me
in the days of Adjournment let
a Summons issue returnable
Next Court day.—

Robt Ewing
Mayor

P. Spencer
Atty Compl^t

Dr Joseph Smith and Thomas Barrett in Account Current with J. C. Bartholma by his Atty Francis Lautour &c.

1779 Decr 19th	To Amount of Your Bond of this date payable in 4 Months	7000.—	1786 June 11th	By Cash received at Different times as per Account particular	6060. 6. 40.
1786 Augt 9th	To Interest on D^o to this day being 6 Years 7 Months & 20 days at 12 p Cent p annum	5576.30.—		By Interest on the above Sum accordingly to this respective dates at 12 p Ct p annum	2611. 2. 58.
			Augt 9th	By Interest on Pag^s 8671. 9. 18. from 11th June 1786 to this day being 1 Month & 28 days at 12 p Cent p annum	8671. 9. 18.
					167. 28. 68.
					8838. 38. 6.
					3737. 36. 74.
	Star Pagodas	12576.30.—		By Balance	
				Star Pagodas	12576.30.—

Fort St George 9th August 1786
E E (Signed) F. Lautour
atty to Mr J. C. Bartholme
A true Copy
P. Spencer
Atty Compl^t

Know all Men by these presents that I John Charles Bartholma of Fort St. George have made, Ordained, nominated, authorized, constituted and appointed, and by these presents do make, constitute ordain, nominate authorize and appoint Mr. Francis Lautour to be my true certain and Lawfull Attorney, for me and in my name, and to and for my proper Use and behalf to demand, levy, Sue, for, recover and receive by all Lawfull Ways and Means whatsoever, of and from all and every person and persons whomsoever, whom it doth, shall or may concern, all and every such Sum and Sums of Money, Debts, Dues, Goods Effects and things whatsoever, which now are and shall be and grow due, owing, payable or belonging to me the said J. C. Bartholma, upon or by virtue of any Bill, Bond, Book, or upon Account of trading or dealing, or upon any Account ways or means in any otherwise, howsoever, and if need be to call to Account and bring to a Reckoning all or any person or persons concerned in the premises: and upon Receipt and Recovery of all or any such sum or Sums of Money, Debts, dues, Goods Effects, or other things or any part thereof Sufficient Acquittances and Discharges for me and in my name from time to time to make and give Giving and by these presents granting unto my said Attorney full power and authority in and touching the Premises, to sue pursue, arrest, attach, Seize, Sequester, implead, imprison, Condemn and prosecute, and thence and thereof again to acquit, discharge, and out of prison to release, also for me to appear and my person to represent in all or any Court or Courts or other place as demandant or Defendant in any Suit Action or appeal for or by reason of the premises, likewise one or more Attorneys, under him to set, Substitute and appoint and again at pleasure to revoke and generally to do, act and perform all other Matters and things in and towards the premises requeste and necessary as fully as I myself might or could do were I personally present and I do hereby ratify and confirm all and singular whatsoever my said Attorney or his Substitute shall legally do or procure to be done in and touching the premises, In Witness whereof I have hereunto Set my Hand

Hand and Seal in Fort St. George aforesaid this 11th day of July 1786.

Signed sealed and delivered whereno Stemp'd paper is to be had in the presence of

(Signed) Valloydom
R. Perriman

(Signed) J. C. Bartholma (L.S.)
A true Copy
P. Spencer
Atty Compl.t

Mayor's Court at Madraspatnam

Tuesday the 14th day of November Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen

Between John Charles Bertholma of Fort Saint George Merchant by his Attorney Francis Lautour of the Same Place Merchant Complainant and Joseph Smith and Thomas Barrett of Madras Inhabitant Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendants to Answer the Complainants Bill which they have Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just sum of Three Thousand Seven Hundred and Thirty Seven Pagodas Thirty Six Fanams and Seventy four Cash (Pagodas 3737. 36. 74.) together with all such Interest as now is or shall hereafter becom due thereon untill full Payment

Payment is made also all Costs of this Suit.

Hur

Filed 15th July 1786

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Singarah Appoo Pillah of Madras Inhabitant that Hoosan Sahib of the same place Inhabitant stands justly and truely indebted unto Your Orator in the full and just Sum of three hundred and fifty three Star Pagodas thirty Eight fanams and Twenty 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 & forty One Pounds Ten Shillings and nine Pence or thereabouts as will more fully and at large appear by the Copy of the Translation of a Mortgage Bond duly given by the said Hoosan Sahib unto Your Orator whereby Your Orator is empowered by him over inde-fault of Payment thereof to Prosecute him in this Honble Court and recover the same as also Copy 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 Orators Bill of Complaint the Originals there of now being in Your Orators Possession and rea-dy to be produced to this Honble Court whenever he shall be there-unto required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in Amicable Manner requested Payment from the said Hoosan Sahib of the said Sum of three hundred and fifty three Star Pagodas thirty Eight fanams and Twenty Cash

But now so it is may it Please this Honble Court

Court that the said Hoosan Sahib 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 Re-lief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Hoosan Sahib may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things therein before Setforth and alledged as fully truely and Effectu-ally to all intents and purposes as if the same were here again re-peated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of three hundred and fifty three Star Pagodas thirty Eight fanams and Twenty 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 Hoosan Sahib 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

P. Walker
Atty for Compt.

This Bill was shewn to me between the Days of Adjournment let a Summon Issue returnable Next Court Day — Fort St. George July 15th 1786 . . . . .

Robt. Ewing
Mayor

Translation of a Mortgage Bond Dated the 15th Decr 1785.

Filed

I Hussien Saib Son of Dalawey Veachey Boy of Madras register this Mortgage Bond to Chengaray Appoo Pillay of the same place That is to say—

On my Urgent Occasion, I have Mortgaged to you this Bond granted me by Mr. James Call & Borrowed and Received from you the sum of ₹426/ Four hundred and twenty Six Star Pagodas Current Money of Madras, which Sum I promise to Pay you or before the 17th of April 1786 which Sum Interest as may become due thereon at the Rate of 12 ₹ Cent ₹ Annum — Indefault of the said Payment then you are to Prosecute Me in the Honble the Mayors Court and there the same Price I do give this Mortgage Bond by my Consent

Witnesses Vepery Annah Pilla, and Eramanatha Yagapah Mudeli by their Knowledge drawn by Fort St. David Upatachellum

Witnesses / Signed /
annah
yagapah

/ Signed /

a true Translation as near as can be from the Malabar

Soobaroyan
Interpr

a true Copy P. Walker
Assist Compt

Dr Hoosain Saib in Account Current with Singarah Pillah Cr

1785						1786				
Dec	17	To Cash lent you on Bond dated this day	426	—	—	April	20	By Cash received on part of his Bond dated the 17th December 1785	17	2
1786 July	2	To Interest on Do this day being 6 Mo 16 D @ 12 ₹ Cent ₹ Annum	27	31	—	July	2	By Interest on Ditto to this day being 2 Mo 2 D @ 12 ₹ Cent per annum	2	5
		Star Pagodas	453	31	—			By Balance due to Do Star Pagodas	453	31
									473	38
									453	31

Madras 2d July 1786
Errors Excepted
₹ Appoo

Mayors Court at Madraspatnam

Tuesday the 4th day of November Anno Domini 1786

Present

Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen

Between Singarah Appoo Pillah of Madras Inhabitant Complainant and Hoosain Saheb of the same place Inhabitant Defendant

It Appearing by the Records of the Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Hundred and Fifty Three Pagodas Forty Eight Fanams and Twenty Cash / Pagodas 335.28.20/ 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.

Wm

Filed 21th Novr 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Soobarow Gopaul Row of Madras Sowcar that Ratna Boy the Widow of Gangadut Davah also of Madras Inhabitant stands indebted unto Your Orator in the full and just sum of One Thousand and five Hundred 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 Six hundred Pounds as will morefully and at large appear by the Copy of the Translation of a Mortgage Bond hereunto Annexed for the Inspection of this Honble Court and prayed by your Orator to be taken as part of this your Orator's Bill of Complaint the Original 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 freindly Manner Requested the Payment of the said Sum of One Thousand and five hundred Pagodas

But now so it is and may it please this Honble Court the said Ratna Boy obstinately and Wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the end therefor that the said Ratna Boy 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

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

May it Please this Honble Court to Cause the said Ratna Boy 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

Popham
Atty for Compl.

13 November 1786.
This Bill was shewee to me between the days of Adjournment Let a Summons issue Returnable next Court Day

Robt. Ewing
Mayor

Translation of a Mortgage Bond Dated the 20th May 1786.

I Ratna Boy Widow of Gungadut Davah do give this Mortgage Bond to Soobarow Gopaul Row of Madras Sowcar That is to Say

On my Urgent Occasion I have Mortgaged to you the Choultry Bill of Sale of My House being in my favore which is situated at Peddy Naicks Pittah in Yacambrapooram on the Northward line and between the House of Balabadray Davah and Sadasevah Pundea and Borrowed and Received of you the Sum of (1500) One Thousand and five hundred star Pagodas Current Money of Madras which Sum I promise to pay in 4 Months with such Interest as may become due thereon at the rate of 12 ℘ Cent ℘ Annum In default of which then You are empowered to Sue me in the Honble the Mayor's Court and sell the said House in Public Outcry and pay Yourself the

the Principal and Interest Thus I do give this Mortgage Bond by my Consent Witnesses Baulakistnah Josey & Davah Dut Josey by their Knowledge Drawn by Mullaswara Dava —

Witnesses Signed
Josee Balakistna Kistnemjee
Josee Dava Dut Valaseva

Te Mark 卐 of Ratna Boy

atrue Translation as near as can be from the Gentoo Language —

Soobaroyam
Interpr.

atrue Copy
Popham —

Mayor's Court at Madraspatnam

Tuesday the 21th day of November Anno Domini 1786 —

Present
Robert Ewing Esquire Mayor
Edward John Hollond and Josias Dupre Porcher
Aldermen

Between Soobarow Gopaul Row of Madras Soucar Complainant and Ratna Boy the Widow of Gungadut Davah also of Madras Inhabitant Defendant

The Defendant appears by his Attorney Mr Henry Du Puy 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

the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand and Five Hundred Pagodas (Pagodas 1500 — — —) 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 4th Octr 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Elizabeth Fairney administratrix of the Estate and Effects of late John Fairney deceased by his Attorney William Leamy of Madras Inhabitant That Thomas Bailie Lieutenant in the Honble Company's service stands justly and truely indebted unto Your Orator in the full and just Sum of Two hundred and Ninety six Pagodas and seven fanams Current money of Madras Making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of one hundred and Eighteen Pounds and Nine Shillings as will more fully and at large appear by Copy of a Bond or Obligation hereunto annexed for the Inspection of this Honble Court and which Your Oratrix Prays may be admitted as part of this her Bill of Complaint and Your Oratrix further Sheweth unto this Honble Court that she hath frequently and in an amicable Manner Requested Payment from the said Thomas Bailie of the said Sum of Two hundred and Ninety Six Pagodas

Pagodas and seven fanams—

But now so it is May it Please this Honble Court the said Thomas Bailie Absolutely and wilfully Refuses to Pay the same or to give Your Oratrix any Manner of Satisfaction touching the Premises your Oatrix 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 Thomas Bailie — 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 Recited and Particularly Interrogated and that he may be Decreed to Pay unto Your Oratrix the aforesaid Sum of Two hundred and Ninety six Pagodas and seven 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 Thomas Bailie 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 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
Compt's Atty

This 4th October 1786

This Bill was shewn to me in the days of Adjournment at a Summon issue returnable next Court day—

Robt. Ewing
Mayor

Know all Men by these Presents that I Thomas Bayley Lieutenant in the Honble Company's service am held and firmly bound unto Elizabeth Fairney in the Penal Sum of Five hundred and Ninety two Pagodas and fourteen fanams to the Payment whereof well and truely to be made to the said Elizabeth Fairney her heirs Executors Administrators or Assigns I do hereby bind my self 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 twentieth day of January in the Year one Thousand Seven hundred and Eighty Six—

Whereas the above bounden Thomas Bayley has borrowed and received of the above named Elizabeth Fairney the full and just Sum of Two hundred and Ninety Six Pagodas and Seven fanams and whereas the said Thomas Bayley has claimed certain Arrears of Batta as Representative to his Brother in Law Nick. Hamilton and also on his own Account due from the Honble Company for such space of time as they the said N. Hamilton and the above bounden Thomas Bayley were Respectively imprisoned during the late wars Proportion of which said Batta equal to the aforesaid Sum of Two hundred and Ninety six Pagodas and seven fanams with Interest of the same at the Rate of twelve per Cent per Annum up to the twentieth day of April next ensuing the Date hereof the said Thomas Bayley hath assigned transferred and setover and hereby doth Assign transfer and Setover unto the said Elizabeth Fairney her Executors Administrators and Assigns and doth also hereby empower her as his Attorney to Receive the same from the said Honble Company and all Persons whomsoever provided such arrears of Batta are Admitted—

Now the Condition of this Obligation is such is such that if the said Thomas Bayley shall pay or Cause to be paide to the said Elizabeth Fairney on or before the said twentieth day of April Next

neat the said Sum of Two hundred and Ninety six Pagodas and seven Fanams with Interest at the Rate aforesaid whether the same be out of the said Arrears of Batta or otherwise then this Obligation to be void or else to Remain in full force Power and Effect any thing herein contained to the contrary Notwithstanding

Signed Sealed and Delivered (When no Stamp'd Paper is to be had) in the Presence of
Chas. Baker
Bala Chitty

Thomas Bailie L.S

A true Copy
Chas. Baker

Mayor's Court at Madraspatnam

Tuesday the 5th day of December Anno Domini 1786

Present

Robert Ewing Esquire Mayor
William Webb and George Savage
Aldermen

Between Elizabeth Fairney administratrix to the Estate and Effects of late John Fairney deceased by her attorney William Leamy of Madras Inhabitant Complainant and Thomas Bailie Lieutenant in the Honble Company's service 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 Two Hundred and Ninety Six Pagodas and Seven Fanams / Pagodas 296-7-/ 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

Filed 23rd Octr 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Nordaroopauty Empiah of Madras Inhabitant that Ranga Naicoolo of the same place Inhabitant stand indebted unto Your Orator in the full and just Sum of Nine hundred Star Pagodas Current Money of Madras making in Sterling money of Great Britain at the Rate of Eight Shilling for every Pagoda the Sum of Three Hundred and Sixty Pounds as will more fully and at large appear by the Copy of the Translation of a Mortgage Bond or Obligation 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 Original 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 Nine hundred Pagodas

But

But now so it is and may it please this Honble Court the said Ranganaicooloo Obstinately and Wilfully refuses to pay the Same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a general relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that the said Ranganaicooloo 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 Nine Hundred Pagodas 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 Ranganaicooloo to be Summoned and required by the Shereff 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 Sum Meet

23rd October 1786

This Bill was Shewn to me between the days of adjournment Let a Summons issue returnable next Court Day

Robt Ewing
Mayor

Popham
Atty for
Compl^t

Translation of a Mortgage Bond or Obligation Dated 16th October 1785.

I Ranganaicooloo Son of Canacapully Chinna Vencatasam Naick, do give this Mortgage Bond to Noodooroo pauty Paupiah of Madras; This day on my Urgent Occasion I have mortgaged to Your a Court Bill of Sale and Two old Choultry Bill of Sales of my House situated in Morse Grawapah Naicks Street, Between the Houses of Davy Naiguem Moodelliar, and Vencata Histnah Moodelliar, one pair of Emerald Ear Rings with Gold Valued (85) Eighty five Pagodas, one pair of Commalos or Womans Ear Jewels sett with Diamonds and Rubies valued fifty five Pagodas, and Borrowed and Received of You the Sum of (900) Nine Hundred Star Pagodas current Money of Madras which Sum I promise to pay on or before the 1st day of December next, with such Interest as may become due thereon at the rate of 12th ¢ Cent per Annum, In default of payment you are empowered to Sue me in the Honble the Mayor's Court and Sell in Publick Outcry and receive the same Thus I do give this Mortgage Bond by my Consent, Witnesses Paupy Reddy Chalaputty, and Nella Chitty Arnachella Chitty, by their knowledge This Mortgage Bond Drawn by Canacapully Sawmy —

(Signed)
Canacapully Ranganaikloo

Witnesses
Paupy Reddy Chalaputty
Aroonachellum

A True Translation as near as can be from the Gentoo Language —

Soobaroyam
Interp^r

A true Copy
Popham

Mayor's Court at Madraspatnam

Tuesday the 5th day of December Anno Domini 1786

Present

Robert Ewing Esquire Mayor
William Webb and George Savage
Aldermen

Between Noodooroopauty Paupiah of Madras Inhabitant Complainant and Rauga Naicooloo 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 Nine Hundred Pagodas / Pagodas 900.—— / together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

Huz

Filed in Court this 18th April 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Namacara Candapah Chitty of Madras Merchant that Dausserry Mocoondoo Chitty of the same place Inhabitant Stands Indebted unto Your Orator in the full and just Sum of One Hundred and Seventy three Pagodas Nine 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 Sixty Nine Pounds and Six Shillings or there abouts as will morefully and at large appear by Copy of an Account Current and Copy of the Translation of a Bond or Obligation hereunto annexed for the Inspection of this Honble Court and prays to be admitted as part of this his Bill of Complaint the Originals whereof being in Your Orators possession and Ready to be produced when Required, given and granted unto Your Orator by the Said Daussery Mocoondoo Chitty bearing date the Twenty Sixth day of March which was in the Year of Our Lord One Thousand Seven Hundred and Sixty Eight Payable at the expiration of three Months together with Interest at the rate of Nine per Cent per Annum, And Your Orator Sheweth that it is further consented and agreed by the Said Daussarry Mocoondoo Chitty 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

agreement and Consent of the said Dausserry Mocoondoo Chitty 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 Majesty's Charter now in force Respecting the Prosecution of suits Between the Natives of Madras in the Honble the Mayor's Court And Whereas Your Orator hath frequently and in an amicable manner requested payment of the said sum of One Hundred and Seventy three Pagodas Nine fanams and Sixty Cash from the said Dausserry Mocoondoo Chitty

But now so it is May it Please this Honble Court the said Dausserry Mocoondoo Chitty Obstinatery and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfection Touchin 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 Dausserry Mocoondoo 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 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 Seventy three Pagodas Nine fanams and Sixty Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Dausserry Mocoondoo 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 Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court Shall Seem Meet.

Hy Du Pur
Atty Compl^t

Dr. { Dausserry Moocoondoo Chitty in Acct. Current with Namacara Candapah Chitty } Cr.

1768 March	26th	To the Amount Principal of Your Bond to me of this date	92.	33	1770 March	5th	By Cash Received in part	18.	—
							By Do. Do.	10.	33
								28.	33
1786 April	12th	To Interest ond^o from 26 March 1768 to this day is 18 Ys 17 Ds @ 9 ₱ Cent ₱ Annum	150.	28	60	1786 April	12th	By Interest on the following sums from their respective dates to this day @ 9 ₱ Cent ₱ Annum — On Pag^s 18 — for 16 Y 1 m 7 d 26 — 60; 10. 33. for 15 11 6 15 18 20	41.	19
								70.	8
							By Ballance due	173.	9. 60
		Pagodas	243.	17.	60		Pagodas	243.	17. 60

Fort St George 12th April 1786.
Errors Excepted
Hy Du Pur
Atty Compl^t

true Copy
Hy Du Pur
Atty Compl^t

Translation of a Bond or Obligation Dated the 26th of March 1786

I Dausserry Mocoondoo Chitty Son of Histnamah Chitty of Madras Weaver do give this Bond to Namacara Candapah Chitty of the same place Merchant That is to Say

On my urgent Occasion I have Borrowed and Received of you the Sum of /92 3/4/ Ninety two Pagodas and a three quarter Star Pagodas Current Money of Madras which Sum I promise to pay you on or before the Expiration of three Months with Such Interest as may become due thereon at the rate of 9 ℔ Cent ℔ Annum in default of which then You are impowered to sue me in Hon'ble the Mayor's Court and received the Same Thus I do give this Bond by my Consent Witnesses Palavana Narasoo Chitty and Seddapa Chitty by their knowledge Drawn by Vasoodava pillah —

Witnesses
Narasiah
Siddapah

Signed
Moocoondoo

A true Translation as near as can be from the Malabar Language by
Soobaroyam
Interpt.

true Copy
Hy Dupuy
Attg Compl.

Mayor's Court at Madraspatnam

Tuesday the 5th day of December Anno Domini 1786.

Present
Robert Ewing Esquire Mayor
William Webb and George Savage
Aldermen

Between Namacara Candapah Chitty of Madras Merchant Complainant and Dausserry Mocoondoo Chitty of the Same place Inhabitant Defendant.

It Appearing by the Records of this Court that the Space of Six Months /the time Limitted by his Majestys Charter/ is Elapsed since the Return of the Worrant of Sequestration issued against the Defendant's Effects and as the Defendant has not made any Appearance in Court to Answer the Complainant's Bill This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Seventy Three Pagodas Nine Fanams and Sixty Cash /Pagodas 173 - 9 - 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

Huz

Filed the 28th Sept.r 1786.

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Singanah Chitty of Madras Merchant that John Smith of the same place Inhabitant stands justly and truely indebted unto Your Orator in the full and just sum of One hundred and fifty five 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 Sixty two Pounds as will more fully and at large Appear by the Copy of a Promissory Note of Hand given by the said John Smith 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 Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said John Smith of the said Sum of One hundred and fifty five Pagodas.

But now so it is May it Please this Honble Court that the said John 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 agreable to Equity and good Conscience To the End therefore that the said John Smith may upon his Corporal Oath full true 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 was herein again repeated and particularly interrogated and

and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and fifty five Pagodas with all such Interest as now is or shall hereafter become Due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said John Smith 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.

P. Walker
Atty for Compl.t

This Bill was shewn to me between the Days of Adjournment let a Summons issue returnable Next Court Day.

Rob.t Ewing
Mayor

Madras August 5th 1786 I promise to pay to Singanah Chitty or Order One hundred and fifty five Star Pagodas in one Month from the Date.

John Smith

P. 155

A true Copy

P. Walker
Atty for Compl.t

Mayor's Court at Madraspatnam — Tuesday the 5th day of December Anno Domini 1786

Present

Robert Ewing Esquire Mayor
William Webb and George Savage
Aldermen

Between Singanah Chetty of Madras Merchant Complainant and John Smith 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 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 Fifty Five Pagodas / Pagodas 155.—.—.—/ 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

Filed 20th October 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Manoel Johnson of Madras Inhabitant that Rudrapah of the same place Inhabitant Stands Justly and truely indebted unto Your Orator in the Full and Just sum of Five Hundred and twelve Star Pagodas twenty two Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shilling for every Pagoda the Sum of Two Hundred and Five Pounds as will more fully and at large Appear by the Copys of a Promissory Note of Hand given and granted by the said Rudrapah unto Vencata Narrasoo or Order and by him endorsed over to Your Orator or Orator as well as 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 Bill of Complaint the Original thereof now being in Your Orator Custody and ready to be produced to this Honble Court where 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 Rudrapah of the said Sum of Five Hundred and twelve Pagodas twenty two Fanams and Forty Cash.

But now so it is May it Please this Honble Court that the said Rudrapah 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

Relief such as to this Honble Court shall appear Agreable to equity and Good Conscience To the End therefore that the said Rudriapah 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 herea gain repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Five Hundred and twelve Pagodas Twenty two 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 Rudriapah to be sommoned 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

E. Walker
Atty for Complt.

This Bill was shewn to me between the Days of adjournment let a summons issue returnable next Court Day 19th October 1786

Robt Ewing
Mayor

I promise to pay to Venkata Narsoo Chetty or Order the Sum of Five hundred Star Pagodas in Sixty days time from the date hereof Witness My hand this first day of June 1786

Witnesses

Rudriapah

Please to pay the Contents of the above Note unto Manoel Johnson or Order

atrue Copy

E. Walker
Atty for Complt.

Dr Rudriapah in Account Current with Manoel Johnson Cr

1786 June	1st	To Amount of your Promissory note of Island of this Day Payable in Sixty Days time to Venkata Narsoo or Order & by him endorsed over to me for	500			1786 Octr	15th	By Ballance Due	512.22.40
1786 Octr	15th	To Interest on Do from 3d day of July last (on which Day the above Note become due) to this day being 2 Months & 15 days @ 12 p Cent p Annum	12.22.40						
		Pagodas	512.22.40					Pagodas	512.22.40

Fort St George 15th October 1786.
E & E for Manoel Johnson

A true Copy
E. Walker
Atty for Complt.

Mayor's Court at Madraspatnam Tuesday the 5th day of December Anno Domini 1786

Present

Robert Ewing Esquire Mayor
William Webb and George Savage
Aldermen

Between Manoel Johnson of Madras Inhabitant Complainant and Rudriapah of the same place Inhabitant Defendant.

It Appearing by the Records of this Court that

that the Usual Rules have issued for the Defendant to answer the Complainants Bill which he as Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five Hundred and Twelve Pagodas Twenty two Fanames and Forty Cash (Pagodas 512.22.40.) 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.

Huz

Filed the 4th Septr. 1784.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Claud Russell Esquire by Josias dupre Porcher his Attorney of Fort Saint George Gentleman That Richard Harding Administrator of the Estate and Effects of Samuel Sears deceased late of the Ranke of the Major in the service of the East India Company Stands justly and truely indebted unto Your Orator in the full and just Sum of Forty four Thousand and thirty Nine Current Rupees making in Corrent Money of Madras at the rate of four hundred Rupees per One hundred Pagodas the Sum of Eleven Thousand and Nine Pagodas and thirty three fanams and in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the Sum of Four Thousand four hundred and three Pounds and twelve Shillings as will

more fully and at large appear by Copy of a Bond or Obligation and 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 Richard Harden as Administrator as aforesaid of the said Sum of Eleven Thousand and Nine Pagodas and thirty three fanams

But now so it is May it please this Honble Court the said Richard Harden as Administrator as aforesaid Obstinately and Wilfully refuses to pay the same or to give Your Orator any manner of Satisfiction 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 Richard Harden 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 selforth 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 Eleven Thousand and Nine Pagodas and thirty three fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May

May it Please this Honble Court to cause the said Richard Harden as Administrator as aforesaid 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 be by these Honble Court prefixed and appointed then and their to answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

This 3rd Septr 1784

Chas Baker
Compl^t Att^y

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

John Menzies
Mayor

Know all Men by these Presents that I Samuel Sears Major in the Honble Companys Military at Bengall am held and firmly bound unto Claud Russell Esquire in the Penal Sum of Thirty Eight Thousand Seven hundred and Sixteen Rupees (Ctt 38716) Current of Calcutta to the payment whereof well and truely to be made to the said Claud Russell his heirs Executors Administrator 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 Calcutta this twentieth day of November in the Year One thousand Seven Hundred and Seventy One Whereas the above bound Samuel Sears hath borrowed and received of the above named Claud Russell the full and just Sum of Nineteen Thousand three Hundred and fifty Eight Rupees (Ctt 19358) Current of Calcutta to run at Interest at the rate of 10 per Cent ℘ Annum payable on demand.

Now

Now the Condition of this Obligation is such, that if the above bound Samuel Sears his heirs Executors Administrators or assigns shall well and truely pay or cause to be paid unto the aforesaid Claud Russell his heirs Executors Administrators or assigns the full and just Sum of Nineteen Thousand three Hundred and fifty Eight Rupees (Ctt 19358) Current of Calcutta together with such Interest as shall or may become due thereupon then this obligation to be Void and of no effect otherwise to Continue in full force and Virtue.

Signed Sealed and Delivered (where no Stamp paper is to be had) in the Presence of .....

(Signed) Saml Sears (L.S)

J. G. Swanseger
Ladooba Menayee purvo

A true Copy
Chas Baker

Dr. Mr. Richard Harden Administrator to Major Samuel Sears Deceased in Account Current with Claud Russell Esqr ..... Cr.

1771. Novr 20th	To the Amount of Your Bond of this day Ctt 19358 at 400 rupees ℘ % Star Pagodas ..	4839.	21.	By Balance due	11009.	33.
1784. Augt 20th	To Interest on D^o to this day is 12^yrs 8mo at 10 per Cent ℘ Annum is Ctt 24681 .. Star Pagodas ..	6170.	12.			
	Pagodas ..	11009.	33.	Pagodas	11009.	33.

Fort Saint George 20th Augt 1784
Errors Excepted

p^r (Signed) Jos. Du Pré Porcher
att^y to Claud Russell Esqr

A true Copy
Chas Baker

(848)

Filed 23d November 1784

The Plea & answer of Richard Hardin Administrator of the Estate and Effects of Samuel Sears Deceased to the Bill of Complaint of Claud Rafael by his Attorney Josias Dupre Perchar

This Defendant by Protestation not confessing or Acknowledging all or any of the Matters and things in the Complainants said Bill to be true in Such Manner and form as the Same are therein expressed and Setforth doth plead thereunto and for Plea doth Say that it appears of the Complainants own Showing in and by his said Bill of Complaint that the Scope of the Complainants Bill is to Recover the Balance charged to be due to the Complainant by Samuel Sears deceased late of the Rank of Mayor as in the said Bill is Setforth altho the said Samuel Sears was appointed a Lieutenant Colonel Some Months before his Decease to whose Estate and Effects this Defendant Administered as next of Kin to the said deceased and took upon himself the Administrator of all and Singular the Goods Chatels and Credits in any wise belonging to the said deceased having been first Sworn well and truly to Administer the Same which Letters of Administration bore date the Twenty Ninth day of January which was in the Year of Our Lord One Thousand Seven hundred and Eighty two and this Defendant Saith that Some time to time he paid off Sundry Debts as far as the goods Chatels and Credits of the Estate did extend and the Law oblige him that he hath exhibited in the Honble the Mayors Court a true and perfect Inventory of all the Goods Chatels

(849)

and Credits of the deceased and he hath also rendered into this Honble Court a true and just account of all the said Goods Chatels and Credits of the said Samuel Sears to which Inventory and Account he hath Sworn in this Honble Court on the Eighth day of April which was in the year of Our Lord One Thousand Seven hundred and Eighty three and this Defendant Saith that by the said Account it appears that he hath paid unto James Johnson who was Administrator of John Sykes who was Attorney to Messrs Crofts and Johnson of Calcutta Merchants Two Thousand One hundred and Sixty Eight Pagodas Three fanams and Seventy four Cash in part payment of the Decree of this Honble Court in a Suit instituted by the Said Crofts and Johnson by their said Attorney John Sykes against this Defendant as Administrator of the said Samuel Sears which said Sum of Two Thousand One hundred and Sixty Eight Pagodas Three fanams and Seventy four Cash was the Balance of the Estate of the Said Samuel Sears then Remaining in the hands of this Defendant. This Defendant therefore doth plead a Plene Administrator of the Estate and Effects of the Said Samuel Sears in Bar to the Complainants Right of Action against this Defendant as Administrator as aforesaid and prays the Judgment of this Honble Court thereon and that the Complainant may pay Costs

And this Defendant in no wise waving his Said Plea but wholly Relying and insisting thereon doth by way of giving every Satisfaction to the Complainant respecting the Premises and in order to Explain his Conduct respecting Some off Reckoning the Property of the deceased Samuel Sears and which have been received by Alexander Cuthbert late of Fort Saint George Merchant a considerable Creditor of the said Deceased respecting which the Complainants Attorney hath made Mentioned to this

This Defendants Attorney this Defendant saith that he hath been informed that the said Samuel Sears executed a Power of attorney to the said Alexander Cuthbert bearing Date So far back as the Twenty Second day of April which was in the Year of Our Lord One Thousand Seven hundred and Seventy Nine which this Defendant understands was to give the said Alexander Cuthbert authority to receive all Monies on his Account he being a Considerable Creditors of the said Samuel Sears and that the said Samuel Sears in a Letter dated the Seventeenth day of September in the Said Year of Our Lord One Thousand Seven hundred and Seventy Nine wrote as follows—" You will receive my Pay off Reckonings and Received when comes due" and in another Letter of the Same Date he writes as follows—

"I write you this day by favor of Doctor Vetch who sails for "Madras with Capt.n Smith I am now to Acknowledg the Receipt of "your last favor which Surprized & disapointed me Not a little, I "had every Assurance that my Contingent Account Should be passed "Table Money only Objected to, I must Now defer this business till "my Arrival at Madras You will draw my Pay off Reckonings "and Revenue as it becomes due;" And this Defendant Saith that before he or his Attorney know that the said off Reckonings had been mortgaged or made over in manner as before Stated unto the Said Alexander Cuthbert receiving the Same whereupon the said Alexander Cuthbert explained all the particulars of his transactions which the said Samuel Sears as above in part Set forth in consequence of which Edward Ellis one of the Proctors of this Honble Court and then acting for this Defendant wrote to the said Alexander Cuthbert on the Sixth day of [illegible] and Seven

Hundred and Eighty three in the words and to the Tenor and purport following to what—

Alexander Cuthbert Esquire Intending to have waited upon You yesterday Occasioned my not answering your Letter respecting Your demand Against the Estate of the late Coll.o Sears— I have no Instructions from the Admr.x to prevent Your receiving the gratuity & Off Reckonings nor would it be Reasonable that you Should by any Means be prevented from Receiving what you Advanced Your Money for & Obliged the Coll.o in his Life time— there can be no Objection to Your Receiving the Gratuity & Off reckonings which were due at the time the Coll.o died— all I have to request of you on the part of the Administrator is, that after you have rec.d it You will furnish me with an Act.t Cur.t & Credit the Estate for Such Receipt I am Respectfully—

Sir Your Most Obed.t Servant
Edward Ellis—

This Defendant Saith that he is entirely uninformed of Matter of Law, that he had no desire to intermeddle in the affairs of the deceased had he not been his nearest Relation and that therefore he was willing to examine into the State of his Affairs for the Satisfaction of the Son of the Deceased and that he hath conducted himself therein according to the Advice of his Proctor in Order as the said Estate was evidently insolvent that he might avoid being embarrassed in difficulties which might irretrievably ruin him That had this Defendant known of the Debt due on Bond to the Complainant while he had any Assets in his hands he would have given him Notice thereof and have paid him what in Law he could have been authorised to do towards discharging the Complainants said Demand—

This Defendant humbly hopes that the above Account of his Conduct as Administrator as aforesaid will Appear just and fair to this Honble Court as well as to the Complainant, and that as this Defendant hath by his Attorney Stated to the Complainant's Attorney the general Matters above Setforth Some time before any Bill was filed against this Defendant this Honble Court will be pleased to Order that the Complainant pay all Costs of this Suit

Popham
Att^y for Defendant

Filed 18th Act^r 1785.

The Replication of Claud Russel Esquire by Josias Du Pre Porcher his Attorney Complainant to the Plea and Answer of Richard Harden Administrator of the Estate and Effects of Samuel Sears deceased Defendant.

This Defendant Now and at all times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Adventage of Exception to the many Errors Untruths Incertainties Insuffeciences and Imperfections in the said Plea and Answer Contained for Replication thereunto Saith that the said Defendant an Administrator as aforesaid stands indebted to this Repliant in the Sum of Eleven Thousand and Nine Pagodas and thirty

Thirty three fanams in Manner and Form as the same is charged in this Complainant's Bill of Complaint and for further Replication to the said Plea and Answer of the said Defendant this Repliant Saith that altho the said Alexander Cuthbert might have been a Considerable Creditor of the said Samuel Sears Yet that the said Alexander Cuthbert can not have Right or be entitled to the whole of the Gratuety and off Reckonings that were due to the said Samuel Sears at the time of his Decease particularly to the Exclusion of this Repliant where Demand is upon a Specially and which the Demand of the said Alexander Cuthbert doth not appear to be and with Regard to the Power of Attorney as mentioned by the said Defendant to have been granted by the said Samuel Sears to the said Alexander Cuthbert giving the said Alexander Cuthbert authority to receive all Monies on his Account the same is only a common Printed Power of Attorney from the said Samuel Sears to the said Alexander Cuthbert to Act in General in and concerning his affairs as by a Copy thereof hereunto Annexed for the Inspection of this Honble Court will appea and which this Repliant supposes the said Samuel Sears gave to the said Alexander Cuthbert upon his Departure from this Place for Bengal or elsewhere This Repliant therefore saith that if any Person had an exclusive Right to the said off Reckonings acknowledged to have been received by the said Alexander Cuthbert in and by the said Defendants Plea and Answer since the Decease of the said Samuel Sears and Amounting to the Sum of Five hundred and Ninety Six Pagodas and Twenty eight fanams as well appear to this Honble Court by a Copy of a Receipt given by the Said

Said Alexander Cuthbert to Messeurs Benjamin Roebuck and William Balfour Military Agents for the same hereunto annexed he hath as being a Bond Creditor as well as to the whole of the Grating that was likewise due to the said Samuel Sears at the time of his Death and which as appears by an Answer to a Letter Written by this Repliants Attorney Mr. Charles Baker to Mr Thomas Cockburn then Deputy Accountant General Concerning the same Amounted to the Sum of Sixteen hundred and Sixty nine Pagodas thirty five fanams and Seventy Nine Cash — a Copy of which answer this Repliant hath hereto annexed for the Inspection of this Honble Court and therefore hopes that this Honble Court will be pleased to order and decree him Accordingly And as to the said Defendant having conducted himself According to the Advice of his Proctor it appears by the said Defendants own Showing in the Letter inserted in his Plea and Answer from Mr Edward Ellis the said Defendants Proctor to the said Alexander Cuthbert that he said Alexander Cuthbert receiving the said Gratuity and off Reckonings was owing to the said Mr. Edward Ellis his said Proctors receiving no Instruction from the said Defendant to prevent it —

All which Matters and things this Repliant is Ready and willing to Aver Maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill he hath already Prayed —

Chas. Baker
Compl. Atty

Know all Men by these Presents that I Major Samuel Sears on the Honble East Indies Companys Military Services have made ordained nominated authorized constituted and appointed and by these Presents Do make constitute ordain nominat authouze and appoint Mr. Alexander Cuthbert of Fort St. George merchant to be my true certain and lawfull Attorney for me and in my name and to and for my proper Use and behalf to demand levy sue for recover and receive by all lawfull ways and means Whatsoever of and from all and every Person and Persons whomsoever whom it doth shall or may Concern all and every such Sum and Sums of Money Debts dues goods Effects and things whatsoever which now are and shall be and grow due owing payable or belonging to me the said Major Samuel Sears upon or by virtue of any Bill Bond Book or upon Account of trading or dealing or upon any account ways or means in any other wise howsoever and if need be to call to Account and bring to a reckoning all or any Person or Persons concerned in the Premises and upon Receit and recovery of all or any such Sum or Sums of money Debts Dues Goods Effects or other things or any part thereof Sufficient Acquittances and discharges for me and in my name from time to time to make and give Giveng and by these Presents granting unto my said Attorney full Power and authority in and touching the Premises to sue pursue arrest attach Seize Sequester unplead unprison Condemn and prosecute and thence and thereof again to acquit discharge and

Aut.

out of preson to release also for me to appear and my Person to represent in all or any Court or Courts or other places as demandant or defendant in any such action or appeal for or by reason of the Premises likewise one or more Attorneys under him to set Substitute and appoint and again at pleasure to revoke and generally to do act and perform all other matters in and towards the Premises requisite and necessary as fully as I myself might or could do were I personally present and I do hereby ratefy and confirm all and singular whatsoever my said Attorney or his Substitutee shall legally do or procure to be done in and touching the Premises In Witness whereof I have hereunto set my Hand Seal in Fort St. George aforesaid this 22nd day of April One Thousand Seven hundred and Seventy nine —

Signed Sealed and delivered (where no Stamp'd paper is to be had) in the Presence of ..... } Sam.l Sears (L.S)

Wall. C. Tudd

J. B. Evances

A true Copy

Chas. Baker

Fort St. George 10th September 1784 —

Received from Miss.rs Benjamin Roebuck & William Balfour Military Agents a Bill on the Hon.ble Governor General & Council for the Sum of Five hundred and Ninty six Pagodas & Twenty eight fanams being in full of the late Mayor Samuel Sears and Offreckonings due to him for the Year 1781 —

(Signed) Alex.r Cuthbert —

Pag.s 596. 28 —

A true Copy

William Balfour

A true Copy Chas. Baker

D. B.

There was due to Lieu Colonel Sears at the time of his Death on Account of Gratuity Pag.s 1569. 35. 79. I do not know that it has been paid to any Person —

Yours truly

Tho.s Cockburn

Madras
7th Oct.r 85.

Chas. Baker Ex.r

A true Copy

Chas. Baker

Filed 6th Decem.r 1785

The Rejoinder of Richard Harding Administrator of the Estate and Effects of Samuel Sears deceased to the Replication of Claud Russell by his Attorney Josias Dulbie Fowler —

This Defendant now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of exception to the uncertainty and insufficiency of the said Replication for Rejoinder saith that the Defendants said Plea and Answer is true certain and sufficient in the Law to be replied unto and saith as in and by his said Plea and Answer he hath already said and doth and will Aver and maintain all and every thing and things therein to be true and Certain in such manner as they are therein alledged and expressed, and this Defendant also saith that the said Replication of the said Complainant is uncertain and insufficient in the Law to be Rejoined unto by this Defendant for divers defects and imperfections therein contained. And this Defendant again denies to stand Indebted unto the said Complainant in the Sum of Eleven Thousand and Nine Pagodas and Thirty Three Fanams or in any other Sum of Money whatever — And this Defendant saith that his Plea and Answer contains so fair and full an account of his Conduct as Administrator as should have satisfied the Replicant and relieved this Defendant from any further trouble in a Matter wherein

wherein he has no other motive for interfering than to settle the affairs of his Deceased Relation according to the Rule of Law and the advice which he had received from his Proctor and he humbly insists that having acted for the best in the Premises and having had as he hath already stated in his answer no Notice whatever of of the demand of the Replicant while any Assets remained in his hands he ought not to be Called to Account by the Replicant even tho a Bond Creditor of the Deceased Samuel Sears after he and given in an account of the Assets in his hands and paid the Balance of the Estate as stated in his Answer which said answer shews that he had made due enquiries and satisfied himself of the Claim of the said Alexander Cuthbert before he allowed him to receive the said off Reckonings and this Defendant saith that had he known of the Replicants Claim by Bond on the Estate of the said Samuel Sears before he had given his consent to the said Alexander Cuthbert receiving the said Gratuity and off Reckoning he might have thought it right to have had the Judgment of this Honble Court on the Relative Claims of the said Alexander Cuthbert and the Replicant to receive the said Gratuity and off Reckonings but uninformed as he was of any other Claim and perceiving an evident right in Equity if not in Law in favour of the said Alexander Cuthbert he had no scruple in giving his sanction to his receiving the same and he humbly conceives that his refusing the same to the said Alexander Cuthbert upon his proving himself not only a Creditor but an Assignee in equity of the said Gratuity and off Reckonings under the General Power of attorney and the said Letter of the said Samuel Sears to the said Alexander Cuthbert and also on there appearing no other Creditor of the said Samuel Sears except the said Alexander Cuthbert

Cuthbert while the said Annuity or Gratuity and off Reckonings were in his power as Administrator he should have been liable to the vexation and Expence of a Suit at Law from the said Alexander Cuthbert for such Refusal.—

All which Matters and things this Defendant is ready and willing to prove to the satisfaction of this Honble Court and therefore prays as in and by his Bill he hath already prayed.—

Popham
Atty for Defendt.

Dear Sir

I intending to have waited upon You Yesterday, occasioned my not answering your Letter Respecting Your Demand against the Estate of the late Coll Sears— I have no Instruction from the Admr to prevent Your Receiving the gratuity & of Reckoning nor would it be reasonable that You should by any means be prevented from receiving what you advanced Your money for & obliged the Coll in his Life time— there can be no objection to Your receiving the Gratuity & of Reckoning which were due at the time the Coll. died— all I have to Require of you on the part of the Admr. is that after you have received it— You will furnish me with an Acct Current & Credit the Estate for such Receipt— I yesterday delivered to Mr Popham an order from Doctor Davis of 12 Months Date for 1500 Pags due from him to Your Brother — which had laid by me so long for want of being claimed By You for him —

I am Respectfully Sir Your
Most Obed. Servt
Edward Ellis

6th Jany 1783

To Alexander Cuthbert Esqr

Claud Russell by Josias Dubre Borchar
~~vice~~
Richard Harding administrator of Samuel Sears Exhibit A in the part of the Defendant—

Popham
Atty for Defendt.

Know all Men by these Presents that I Major Samuel Sears on the Honble East Indias Companys Military Services have made, ordained, nominated, authorized, constituted and appointed, and by these Presents do make, constitute, ordain, nominate, authorise and appoint Mr. Alexander Cuthbert of Fort St. George Merchant to be my true certain and lawfull Attorney, for me and in my Name, and to and for my proper Use and benefit to demand, levy, sue for, recover and receive by all Lawfull ways and means whatsoever of and from all and every Person and Persons whom-soever, whom it doth, shall or may concern, all and every such Sum or Sums of Money, Debts, Dues, Goods, Effects and things whatsoever, which now are and shall be and grow due, owing, payable or belonging to me the said Major Samuel Sears upon or by virtue of any Bill, Bond, Book, or upon Account of Trading or dealing, or upon any account ways or means in any otherwise, howsoever, and if need be to call to Account and bring to a Reckoning all or any Person or Persons concerned in the premises: and upon Receit and Recovery of all or any such Sum or Sums of Money, Debts, Dues, Goods, Effects, or other Things or any part thereof sufficient Acquittance and Discharges for me and in my name from time to time to make and give Giving and by these Presents granting unto my said Attorney full Power and authority in and touching the Premises, to sue, pursue, arrest, attach, Seize, sequester, implead, imprison, condemn and prosecute, and thence and-

and thereof again to acquit, discharge, and out of preason to release, also for me to appear and my Person to represent in all or any Court or Courts or other places as demandant or defendant in any Suit, Action or Appeal for or by reason of the premises, likewise one or more Attorney's, under him to set, substitute and appoint and again at pleasure to revoke and generally to do, act and perform all other Matters and things in and towards the premises requisite and necessary as fully as I myself might or could do were I personally present, and I do hereby ratify and confirm all and Singular whatsoever my said Attorney or his substitute shall legally do or procure to be done in and thouching the premises In Witness whereof I have hereunto set my Hand Seal in Fort St. George foresaid this 22nd day of April One Thousand Seven hundred & Seventy Nine —

Signed, Sealed and delivered where no stamp'd Paper is to be had, in the Presence of

Matt P. Rudd

J. B. Evance

Sam. Sears (L.S)

Claud Russel by Josias Du Pré Porchar
~~vers~~
Richard Harding Administrator of Samuel Sears Exhibit B on the part of the Defendant —

Popham
Atty for Defendt.

Calcutta 17th September 1779

Dear Sir

I write You this day, by favor of Doctor Vilch, who Saile for Madras with Capt. Smith I am now acknowledge the receipt of your last favore, which surpised and disappointed not a little I have every assurance that my Contingent Account should be pass'd the Table Money only objected to, I most now defer this business till my arrival at Madras you will draw my Pay off Reckt. and Revenue or it becomes due Lieut. Pridle has sent me your receipt for the Chaise and horses. I am glad they are disposed of, he writes me the Govr. has given him permission to reside in my Quarter, the time of my return to the Coast is very unsertain as I have resed advices from the Cape of the death of a near Relation, which in all probability will oblige me to take a trip to England, but at all events I most take Madras in my way. The Packet will determine this Matter You will forward my Letter to me as soon as You receive them —

I have no news Generall Coste goes up the Country beginoring of next Week I have resed the Tea & Sujar Candy and thank you for sending them — Mrs. Sears has been exceedingly Ill from the time of her arrival here, but I'm in hopes the Cold Wather of Novr. will afford her some releif her little Boy & the Captain are both well — I beg my respects to Mrs. Cuthbert and am —

Dear Sir

Yam Obliged and most Obedient Hble. Servent

Sam. Sears

Men. Cuthbert Esqr.

Claud Russel by Josias Du Pré Porcher
~~vers~~
Richard Harding Administrator of Samuel Sears Exhibit C on the part of the Defendant

Popham
atty for Defendt.

Dear Sir

I take the opportunity by Doctor Vitch to acknowledge the receipt of Your laste favor. You may be assured the Contents of it surprised and disappointed me a little as I had every assurance that my Accounts avoied be passed with and any alteration but the Table Money. but I shall lat the business rest for the at present, and settle it my self at Madras - I have receed etre from Ls. Priddle with your receipt for the Chaise & horses I am glad they are sold at any rate I have within these few days received advice of the Death of a near Reletion (from the Cape) which in all probability will obligs me to take a tripe to England, but at all wense I must take Madras in any way - Wee are all anxous for a Packet from Englande Genl. Caste sele out the beginneg of next Week for Bareamssore and so on

You will receive my Pay. Off reckg. and Revenew - when comes due of course I cannot assertain any time for leavg. this as it depends entirely an serious stames - For Mrs. Sears has been excaedingly Ill since her arrivel, and will be oblige to go home if the Cold Weather does not afford her great releief her little Boy is well - my best respect to Mrs. Cuthbert

I am
Dear Sir
yam obliged and most
Obedt. Servent -
Saml. Sears -

Calcutta
17th Septr. 1779 -
Alex. Cuthbert Esqr.

P.S. If any Letter from Europe pray forward them immedeatly

Bad Paper Pens & Ink I write this from Doctr. Campbells who is Ill of a Fiever but getting better

Claud Russel by Josias Du Pré Porchar
vers
Richard Harding Adr. of Samuel Sears Exhibit D on the part of the Defendant

Capham
Atty for Deft.

Mayor's Court at Madraspatnam

Tuesday the 5th day of December Anno Domini 1786.

Present

Robert Ewing Esquire Mayor

William Webb and George Savage Aldermen

Between Claud Russell Esquire by Josias Du Pré Porchar his Attorney of Fort Saint George Gentleman Complainant and Richard Harding Administrator of the Estate and Effects of Samuel Sears deceased late of the rank of the Major in the service of the East India Company Defendant

This Cause Coming on to be Heard and Debated this Day in the presence of the Attorneys on both Sides on reading the Complainants Bill with Copy of a Bond or Obligation and an Account Current Annexed, The Defendants Plea and Answer, The Replication with three Exhibits annexed, The Rejoinder, Four Exhibits Marked Letter ABC&D Annexed on the part of the Defendant On Hearing the Pleadings made Use of by the Attorneys and on due Consideration had thereon This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant out of the Estate and Effects of Samuel Sears Deceased the full and Just Sum of Eleven Thousand and Nine Pagodas and Thirty Three Fanams (Pagodas 11009.. 33 --) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

Huz

Filed the 21st Novr 1786 in Court . . . .

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Iyatimby Vencata Ramia Pilla of Madras Inhabitant by his Attorney Ponnembolam Moodeliar of the same place Inhabitant that Tanacootty Stalacanacoo of Mylapoor or St. Thome Inhabitant stands indebted unto Your Orator in the full and Just sum of One Thousand 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 Four Hundred Pounds as will Morefully and at large Appear by the Copies of the Translation of a Mortgage Bond and an Assignment 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 Your Orator's Possession and ready to be produced to this Honble Court when required any 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 Pagodas

But now so it is and may it please this Honble Court the said Tanacootty obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of satisfaction touching the Premises Your Orator prays a general releif such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Tanacootty 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 ripeated and particularly Interrogated and that

that he may be Decreed to pay unto Your Orator the aforesaid Sum of One 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 Tanacootty to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and thereto Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court Shall Seem Meet.

Popham
attys for Compt.

Translation of a Mortgage Bond Dated the 21st Janry 1786 —

I Tanacootty Stalacanacoo of Mylapoor or St. Thome, do give this Mortgage Bond to Iyatombe Vencatarauma Pilla of Madras — That is to say. —

On my urgent Occasion I have mortgaged to You the Following Premises Vizt. 2 Caunies of Ground planted with Coconut Trees in Choonnamboo Collay 2 Lots of Ground Containing ½ Cauney with Coconut Trees planted in my own Ground at Taliare Parangey Collayi Near Ardleys Gardens Road in Flower Garden having planted Coconut Trees in a Lot, which Containing ½ Cauney; as also adjacent to which the Ground I Cultivate including with a Tank, large Well is Containing five Caunees, all which Premises I have mortgaged to you and Borrowed and Received of You the Sum of /1000/ One Thousand Star Pagodas Current Money of Madras, which Sum I promise to pay you in —

in the Month of July next with such Interest as may become due thereon at the rate of 12 ℘ Cent ℘ Annum Indefault of which then you are empowred to sue me in the Hon'ble the Mayor's Court and sell the said Premises and Paid Yourself — Theis I do give this mortgage Bond by my Consent — Witnesses — Shummogaroyah Moodelier and Rungapilla by their knowledge drawn by Vencatachellum —

Witnesses Signed / Shummogaroyen Rungapen

(Signed) Stataeanacoo Tanacootty

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

Toobaroyam
Interp^r.

A true Copy

Popham —

To all People to whom these presents Shall come Greeting Whereas Tunacootty Stalaeanacoo of Mylapoor or St. Thome Inhabitant in and by his Mortgage Bond bearing date the Twenty first day of January which was in the Year of Our Lord One Thousand seven hundred and Eighty Six stands indebted unto Iyatombe Vencatarauma Pilla also of Madras Inhabitant in the principal Sum of One Thousand Star Pagodas Current Money of Madras as in and by his Mortgage may appear Now Know ye that for a Valuable Consideration to him in hand paid by Ponnembolam Moodeliar of the Same place Inhabitant at or before the sealing and delivery of these Presents the receipt whereof is hereby acknowledged he the said Iyatombe

Vencatarauma Pilla hath assigned and setover and by these Presents doth assigne and set over unto the said Ponnembalam Moodeliar the said Mortgage Bond and the money or amount principal and Interest thereupon due and owing and which may become due thereon and all his right and Interest of in and to the same and every part thereof and the said Iyatombe Vencatarauma Pilla for the Consideration aforesaid Hath made Constitute and Appoint and by this Presents doth make Constitute and Appoint the said Ponnembolam Moodeliar his Executors and Administrators his true and Lawfull Attorney and Attornies irrevocable for him and in his name and in the name and names of his Executors and Administrators but for the sole and proper use and benefit of the said Ponnembolam Moodeliar his Executors Administrators and Assigns to ask require Demand and receive of the said Tanacootty his Heirs Executors and Administrators the money due or to become due on the said Mortgage Bond and on non Payment thereof him the said Taunacootty his Heirs Executors and Administrators to sue for and recover the same and on payment thereof to deliver up the said Mortgage Bond and give sufficient releases and Discharges thereof and one or more Attorney or Attornies under him to appoint and whatsoever such Attorney or Attornies shall Lawfully do in the Premises he the said Iyatombe Vencatarauma Pilla doth hereby allow and affirme and he the said Iyatombe Vencatarauma Pilla doth Covenant with the said Ponnembalam Moodeliar that he the said Iyatomby Vencatarauma Pilla hath not received nor will receive the said money due or to become due on the said mortgage Bond or any part thereof neither shall or will release or discharge the Same

Same as any part thereof but will own and allow of all Lawfull Proceedings for the recovery thereof he the said Connembolam Modeliar saving the said Iyatomby Vencatarauma Cilla Harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Iyatomby Vencatarauma Cilla hath hereunto set his hand and Seal in Madras aforesaid this Eighteenth Day of November in the Year of Our Lord One Thousand Seven hundred and Eighty Six

Signed Sealed and Delivered
Where no Stamped Paper is to be had
In the Presence of.....

a true Copy
Popham

Mayor's Court at Madraspatnam

Tuesday the 12th day of December Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
James Call and Andrew Ross
Aldermen

Between Iyatomby Vencata Rama Cilla of Madras Inhabitant by his attorney Connembolam Modeliar of the same place Inhabitant Complainant and Tanacootty Stalacanacoo of Stylapoor St Thome Inhabitant Defendant

The Defendant Appears by his attorney Mr Bullein

Bullein Spencer 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 Thousand Pagodas / Pagodas 1000.—.—/ 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

Mr

Filed in Court this 31st Octr 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators Maroth Joseph and Cachick Joseph of Madras Merchants Executors Named in the Last Will and Testament of Joseph Maroth late of the same place Merchant Deceased which Will they have duely proved in this Honble Court and have taken thereby upon themselves the Burden and Execution thereof as by the Records of this Honble Court Reference being thereunto had may appear that Johoannes Seth of the same place Merchant Stands indebted unto Your Orators as Executors as aforesaid in the full and just Sum of three hundred and Seventy two Pagodas four Fanams and forty Cash Current money of Madras making in Sterling Money of Great Britain at the rate of Eight Shellings for every Pagoda the Sume of One hundred and forty eight Pounds and Sixteen Shelling or thereabouts arising

arising upon and being the principal and Interest of and upon a Bond or Obligation given and granted by the said Johannes Seth unto the Said Joseph Maroth on the thirty first day of March One Thousand Seven Hundred and Eighty three for the sum of One Thousand Sica Rupees, and Interest thereon at Nine per Cent per Annum both make the Sum of One Thousand three hundred and twenty one Sica Rupees which at three hundred and fifty five Sica Rupees for every hundred Star Pagodas make the aforesaid Sum of three hundred and Seventy two Pagodas four fanams and forty Cash as will more fully and at large appear by Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be Admitted as part of this their Bill of Complaint the aforesaid Bond or Obligation being Ready to be produced when Required And whereas Your Orators have frequently and in an amicable manner Requested Payment of the said sum of three hundred and Seventy two Pagodas four fanams and forty Cash from the said Johannes Seth

But now so it is May it Please this Honble Court the said Johannes Seth Obstinately and will fully refuses to pay the Same or to give Your Orator as Executors as aforesaid any Satisfaction touching the Premises Your Orators therefore pray all general Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Johannes Seth 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 of the Same were here again Repeated and particularly Interrogated and that he may Decreed to pay unto Your Orators as Executors as aforesaid the aforesaid Sum of three hundred and Seventy two Pagodas four fanams and forty Cash together with all Such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Johannes Seth 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

Sy Dubois

Atty Complainant

Dr. Johannes Seth in Account Current with the Estate of Joseph Marooth Deceased Cr.

1783 March 31st	To the Amount Principal of your Bond in favor of the said Deceased of this date for Sica Rupees	1000		
1786 Oct. 24th	To Interest ond. from the 31st March 1783 to this day is 3 Yrs 0 Mos 24 Dy @ 9 Pct ℘ Annum Sica Rupees is	321		
		1321		
	Exchange on Sal. 1321 @ 355 Rupees ℘ 0/6 Pagodas is	372	4	40
	Mar Pagodas	372	4	40

By Ballance 372 4 40

Mar Pagodas 372 4 40

Madras 24th October 1786.

Errors Excepted ℘ Marooth Joseph [illegible]
Catchick Joseph [illegible]
Exec.r of Joseph Marooth Deceased
Attest Copy Thy Dis Pin
atty Compt.

Mayor's Court at Madraspatnam

Tuesday the 12th day of December Anno Domini 1786.

Present

Robert Ewing Esquire Mayor

James Call and Andrew Ross

Aldermen

Between Marooth Joseph and Catchick Joseph of Madras Merchant Executors of Joseph Marooth late of the same place Merchant Deceased Complainant and Johannes Seth 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 Three Hundred and Seventy two Pagodas Four Fanams and Forty Cash (Pagodas 372. 4. 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 23d Octr 1786.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gundam Rauze Aumanda Row of Madras Inhabitant that Manawar Appoo of the same place Inhabitant stands indebted unto Your Orator in the full and just Sum of Two hundred and Sixty One Star Pagodas thirteen 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 four Pounds Ten Shillings and Six Pence or thereabouts as will more fully and at large appear by the Copies of the Translations of a Bond or Obligation and Agreement and also an Account 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 are in Your Orators possession and Ready to be produced 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 Two hundred and Sixty One Pagodas thirteen fanams and forty Cash

But now so it is and may it Please this Honble Court the said Manawar Appoo obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore

that the said Manawar Appoo may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truly and effectually to all intents and purposes as if the same were here again Repeated and particularly interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of Two hundred and Sixty One Pagodas thirteen fanams and forty Cash with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit

May it please this Honble Court to Cause the said Manawar Appoo 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.

Bopham
Atty for Compl.t

the 23 October 1786
This Bill was shewn to one
between the days of adjournment
Let a Summon issue Returnable
next Court Day.

Robt. Ewing
Mayor

Translation of a Mortgage Bond Dated 20th December 1783.

I Manawar appoo do give this Mortgage Bond to Gungam Rauz Aumandarow Iyar that is to say.

My House situated near Saunecolane, in Nauchapah Modelly's Street, on the West side to Channatombe Modelly's Garden, on

on the East side to my own House I have mortgaged to you the Choultry Bill of sale (of the said House) which is in favour of Vayanoor Taundavarayah Moodelly, and the Bill of Sale he has granted to me in my name, and borrowed and received of you the sum of (195) One hundred and Ninety five Star Pagodas Current money of Madras which Sum I promise to pay you, on or before the 30th May Next, with such Interest as may become due thereon at the rate of 12 ℘ Cent ℘ Annum Thus I Do give this Mortgage Bond by my Consent, Witnesses Canacavally Saume Naick, & Sashur, by their knowledge Drawn and Signed by the said appoo.

Witnesses Signed
H: Sashiah
Canacapally Saume

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

Soobaroyam
Interpr.

A true Copy
Popham

Translation of an Argument Dated 20th March 1786

I appoo do give this Agrument to Gundam Rauze Aunanda Row that is to say—

That in the Year 1783. December 20th I have mortgaged to you the Bill of Sale of my house and borrowed of you the Sum of One hundred and Ninety five Pagodas, which Sum I promise to pay you with Interest due thereon on or before the 30th April Next indefault of such payment, then you are empowered to sue me in the Hon'ble the Mayor's Court and receive the same, Thus, by my Consent I drawn and Signed by myself Witnesses Canacapully

Sawmy Naicker, and Aroonachella Chitty by their knowledge Drawn and Signed by Appoo.

Witnesses Signed
Canacapully Sawmy
Aroonachellum

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

Soobaroyam
Interpreter

A true Copy
Popham

Dr. Manawar Oppo in Account with Gundam Rauze Ananda Row Cr.

1783 Decr.	20th	To the Amount of Your Bond of this Date	195					By Ballance	261	13	40
1786 Octr.	20th	To Interest on Do. to this day being 2 y. 10 m. @ 12 ℘ Cent ℘ Annum	66	13	40						
		Pagodas	261	13	40			Pagodas	261	13	40

Madras 20th October 1786

E: E ℘ [illegible]

A true Copy
Popham

Mayors Court at Madraspatnam Tuesday the 12th day of December Anno Domini 1786

Present

Robert Ewing Esquire Mayor
James Call and Andrew Ross
Aldermen

Between Gundam Ranze Aumanda Row of Madras Inhabitant Complainant and Manawar Appoo 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 Two Hundred and Sixty One Pagodas Thirteen Fanams and Forty Cash Pagodas 261.13.40 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

Huz

Filed 12th Decem 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Chambaukum Caulappah Moodelly of Madras Inhabitant that Machoo Sedambaram of the same place Inhabitant Stands Indebted unto Your Orator in the full and just Sum of Six 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 forty Pounds as will more fully and at large appear by Copy of the Translation of a Mortgage Bond hereunto Annexed for the Inspection of this Honble Court and prayed to be Admitted as part of this his Bill of Complaint the Original whereof being in Your Orator possession and Ready to be produced when Required given and granted unto Your Orator by the said Machoo Sedambaram bearing date the Seventy Seventh day of April in the Year of Our Lord One Thousand Seven hundred and Eighty four payable on or before the thirteenth day of June next from the date thereof and in lieu of Interest Your Orator was to enjoy the Rents arising on the said Mortgage Premises And Your Orator Sheweth that etis further consented and agreed by the said Machoo Sedambaram that in Case the said Sum of Money Should not be discharged according to the term Specified for the payment thereof that Your Orator in such default be at Liberty to Sue for the Same in this Honble Court by which said agreement and Consent of the said Machoo Sedambaram Your Orator is at full Liberty to

Commence

Commence an Action and Sue for the Payment of the aforesaid Debt in this Hon'ble Court according to the meaning Spiret and Construction of his late Majestys Charter now in force respecting the prosecution of Suits between the Natives of Madras in the Hon'ble the Mayore Court — And Whereas Your Orator hath frequently and and in an amicable manner Requested Payment of the said Sum of Six Hundred Pagodas from the said Machoo Sedambaram —

But now so it is May it Please this Hon'ble Court the said Machoo Sedambaram 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 Machoo Sedambaram 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 Six Hundred Pagodas together with all Interest as shall hereafter become due thereon also all Costs of this Suit

May is Please this Hon'ble Court to Cause the said Machoo Sedambaram 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 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 Hon'ble Court shall seem Meet

Hy Dupuy
Atty Compt.

Translation of a Mortgage Bond Dated the 27th April 1784 —

I Machoo Sedambaram Son of Paupoo Chitty of Wiver Cast of Aurane Do give this Mortgage Bond to Chambaukam Caulappah Moodelly of Madras That is to say —

This Day on my urgent Occasion I have Mortgaged to the following Premises Vizt

a Hackry Godown, Palenqueen Godown, Butick, Garden, and Bungala therein Situated together with the Roof, the Property of Casava Chitty Kistnamah Naick Son of Andeyapah Naick, which Premises having been Mortgage to me together with some Choultry Title Deeds for the Sum of 1334. Ps 4 Fs 30 Cas and executed me a Mortgage Bond which the said Mortgage Bond together with the aforesaid Title Deeds I have mortgaged to You and Borrowed and received of You the Sum of (600 Ps) Six hundred Star Pagodas Current Money of Madras in lieu of the Interest thereof, You are empowered to injoy the Rents Arising therefrom, I am to pay the Quit Rent and Scavengers Duty, myself, and I promise to pay you the said Sum on or before the Expiration of thirteeth of June next, and Redeem the Mortgage Premises, in default of the said Payment, then You are empowered to Sue me in the Hon'ble the Mayors Court, all the Mortgaged Premises and paid Yourself, thus I do give this Mortgage Bond by my Consent Witnesses Commettee Rangayar and Devacotty Sawmy Iyangaur by their knowledge drawn by Navaloor Nadarryan —

(Signed)
Machoo Sedambaram

Witnesses (Signed)
Commettee Rangayar
Sawmy Iyangaur

A true Translation as near as can be from the Malabar Language by
Soobaroyam
Interpr.

A true Copy

Mayor's Court at Madraspatnam — Tuesday the 19th day of December Anno Domini 1786

Present

Robert Ewing Esquire Mayor
Edwd John Holland and Andrew Ross
Aldermen

Between Chambaukum Cau-
-lappah Moodelly of Madras In-
habitant Complainant and Machoo
Sedambaram of the same place In-
-habitant Defendant

The Defendant being in Court and acknow-
-ledging the Justness of the Complainant's 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 Com-
-plainant the full and Just Sum of Six Hundred Pagodas / Pago-
-das 600.— —/ together with all such Interest as now is or shall
here after become due thereon untill full payment is made also
all Costs of this Suit

Huz

Filed in Court this
9th Novem 1786

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Numma-ya Chitty of Madras Inhabitant by his Attor-
-ney William Rutter of the same place Inhabitant that Mootta Comrapah
moodeliar and Vencatachella Moodeliar also of the same place Inhabi-
-tant stands indebted unto Your Orator in the full and just Sum of
Three Hundred 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 One hundred and Twenty Pounds as well
more fully and at large appear by the Copies of the translation of
a Mortgage Bond or Obligation and of an Assignment thereof
hereunto Annexed for the Inspection of this Honble Court and prayed
by your Orator to be taken as part of this Your Orator's Bill of Com-
-plainant the Originals whereof are in your Orator 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
Three hundred Star Pagodas. —

But now so it is and may it please this Honble
Court the said Mootta Comrapah Moodeliar and Vencatachella
Moodeliar obstinately and wilfully refuses to pay the same or to give
your Orator any manner of Satisfaction touching the premises
your Orator pays a general Relief such as to this Honble Court shall
appear agreeable to Equity and good Conscience To the End
therefore, that the said Mootscomrapah Moodeliar and Ven-
-catachella Moodeliar may upon their Corporal Oaths full true
direct-

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 here again repeated and particularly interrogated and that they may be decreed to pay unto Your Orator the aforesaid Sum of Three Hundred Star 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 Mootu Comrapah Moodeliar Vencatachella 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 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 abide by such Order and decree therein, as to this Hon'ble Court Shall Seem Meet

Popham
Attorney for Compt.

Translation of a Mortgage Bond Dated the 13th April Month in the Year called Hoorode or 23rd October 1784.

We Moottocomarapah Moodeliar son of attapalam Teyagapa Moodeliar, & Vencatachila Moodeliar Son of Motieppa Moodeliar of Madras do Jointly give this Mortgage Bond to Nummaya Chitty Son of Rittala Teirovengada Chitty of the same place that is to Say —

On our urgent occasion, we have mortgaged to You our Inheritance

Inheritance of attapalam Paddy field which is situated on the north Side to Pauderess Gardin, on the South side to Blacktown Wall out of the said Paddy field exclusive Caroomaedeovil Mauneyana Tala One, Varodiah's Mauneyam Tala One, Vauran's Mauneyam Tala One, One Tala Possessed by Nineapah Moodaliar in all four Tala's together with their Nautanjals; The remainder of the Land together with Nautangal is containing into three Shares out of which exclusive of one Share Possessed by Vizjaraugova Moodely Son of Sadasua Moodeliar. The remainder of our two Shares together with an Award gave in favor of Teyagapa Moodelly the Choultry Bill of Sale made out in favor of Moorogappen, as also he Choultry Bill of Sale of which that was made out in favor of Sadaseva Moodilly (as he have purchased) and the Cadjan Bill of Sale that was granted by Sadaseva moodelly in favor of Audeyapa Moodely all which we have Mortgaged to You and Borrowed & Received of You the Sum of (300) three hundred Star Pagodas Current Money of Madras which Sum we promise to pay you on or before the expiration of 6 Months with such Interest as may become due thereon at the rate of 12 ℘ Cent ℘ Annum and redeem the Mortgaged Premises — and wi bind ourselves to pay the amount of this Bond Jointly & Separately. Thus We do give this Mortgage Bond by our Consent Witnesses Benefield Veerah Moodaly & Wooppalam Kayelayapilla, by their Knowledge drawn by Wooppalam Conicaply Sawmy

Witnesses Signed
Veeraraugoven
Kayelauyam

(Signed)
Moottocomarappen
Vencatachellam

A true Translation as near as can be from the Malaber Language. —
Soobaroyam
Interp.

A true Copy
Popham

To all People to whom these Presents shall come Greeting

Whereas Mootoocomrapah Modeliar and Vencatachela Moodeliar of Madras Inhabitants in and by the translation of a Mortgage Bond bearing dated the twenty third day of October which was in the Year of our Lord One Thousand Seven hundred and Eighty four stands indebted unto Nammaya Chitty also of Madras Inhabetant in the Principal Sum of Three hundred Star Pagodas Current Money of Madras as in and by the said Mortgage Bond may appear Now Know Ye that the said Nammaya Chitty for a Valuable Consederation to him in hand paid by William Rutter of the same place Inhabetant at or before the Sealing and delivery of this Presents the Receipt whereof is hereby acknowledged he the said Nammaya Chitty hath assigned and setover and by these Presents doth assign and setover unto the said William Rutter the said Mortgage Bond and the Money or Amount Principal and Interest thereupon due and owing and which may become due thereon and all his Right and Interest of in and to the same and every part thereof and the said nammaya Chitty for the Consideration aforesaid Hath made Constituted and appointed and by these presents doth make Constitute and Appoint the said William Rutter 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 William Rutter his Executors Administrators and assigns to ask require demand and receive of the said Mootaiamrapah Mudeliar and Vencatachela Moodeliar their heirs Executors and Administrators the Money due or to become due on

the said Mortgage Bond and on non Payment thereof he the said William Rutter his heirs Executors administrators and assigns to sue for and recover the same and on payment thereof to deliver up the said Mortgage Bond and give Sufficient Releases and discharges thereof and one or more Attorney or Attornies under him shall lawfully do in the premises & the said Nammaya Chitty doth hereby allow and affirm and he the said Nammaya Chitty doth Covenant with the said William Rutter that he the said Nammaya Chitty hath not received nor will receive the said Money due or to become due on the said Mortgage Bond or any part thereof neither shall or will 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 Rutter saving the said Nammaya Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Nammaya Chitty hath hereunto Set his hand and Seal in Madras aforesaid this Second day of November in the Year of Our Lord one Thousand Seven hundred and Eighty Six

Signed Sealed and Delivered
(where no stamp'd Paper is to be had)
In the Presence of
Mutty Lingum
Chinatomby

A true Copy
Popham

Mayor's Court at Madraspatnam

Tuesday the 19th day of December Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
Edwd. John Hollond and Andrew Ross
Aldermen

Between Nammaya Chitty of Madras Inhabitant by his Atty William Rutter of the same place Inhabitant Complainant and Most tu Comrapah Moodeliar and Venca tachella Moodeliar 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 Three Hundred Pagodas / Pagodas 300 — / 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.

HR

Filed 16th Dec 1786.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vellapah Dubash of Madras Inhabitant That Shaunda Singanah Administrator of all and Singular the Estate and Effects Rights and Credits of Mootallo Reddy Naick formerly of madras but now deceased stands well and truly Indebted unto your Orator in the full and Just Sum of One hundred Seventeen Pagodas thirteen 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 Forty Six Pounds Eighteen Shilling and Six Pence or thereabouts as will more fully and at large appear by an Account and Obligation with Powers to Sue hereunto annexed for the Inspection of this Honble Court and which are prayed by your Orator to be taken 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 further Sheweth unto this Honble Court that he hath frequently and in an amicable Manner requested Payment from the said Shaunda Singanah of the said Sum of One hundred Seventy Pagodas thirteen Fanams and Seaty Cash Current Money of Madras —

But now so it is may it please this Honble Court

Court that the said Thounda Singanah Obstinately and wil-
fully refuses to Pay the same or to give Your Orators any
manner of Satisfaction touching the Primisses Your
Orator therefore prays a General relief such as to this Honble
shall appear Agreeable to Equity and Good Conscience To
the End therefore that the said Thounda Singanah 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 perfectly 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 said Sum of One
hundred Seventeen Pagodas thirtee Fanams and Sixty Cash
Current Money of Madras 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 Thounda
Singanah to be Summoned and Required by the Sheriff of Fort St. George
Town of Madraspatnam and the Districts thereof Personally to be
and appear before this Honble Court at a certain time and place to be
by this Honble Court prefixed and appointed then and there to Answer
this Your 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

15th Decem^r 1786

Edward Ellis
Atty for the Compl^t

This Bill was Shewn to me between
the Days of Adjournment

Robt. Ewing
Mayor

On Demand I promise to Pay to Vellapah or
Account of Mootalloo Reddy Naiquen the Sum of One hundred
Star Pagodas together with the Interest of 12 ₱ Cent ₱ annum from
the date hereof Incase of the failure of the said Payment I em-
-powered the said Vellapah to sue me in the Honble the Mayors
Court and recover the said failure as Witness my hand in Madras
6th July 1785.

/Signed/ Tounda Singanah

Witness
Sawmy
Venecatachelam

a True Copy
Edward Ellis
Atty for the Compl^t

Tanda Singanah Administrator of Mootal Reddy Naigue deceased Dr.

1785			
July 6	To Cash Lent Mootal Reddy Naigue by Your Order		100.—.—
	To Interest on Pagodas 100 from 6th July 1785 to 15th Decem^r 1786 of 1.5.9 @ 12 ₱ Cent ₱ annum		17.13.60.
		Pagodas	117.13.60.

Fort St. George 15th December 1786.

A true Copy
Edward Ellis
Atty for the Compl^t

Mayor's Court at Madraspatnam

Tuesday the 19th day of December Anno Domini 1786

Present

Robert Ewing Esquire Mayor

Edwd. John Hollond and Andrew Ross Aldermen

Between Vellapah Dubash of Madras Inhabitant Complainant and Thounda Singanah Administrator of Mostalloo Reddy Naick formerly of Madras but now deceased Defendant.

The Defendent 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 Seventeen Pagodas Thirteen Fanams and Sixty Cash (Pags. 117. 13. 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.

Huz

Filed 12th Octr. 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Madarapaukum Audy Narrain Chitty Administrator of all and Singular the Goods Chattles Rights Credits and Effects of Madarapaukum Vencatakistnah Chitty late of Madras Merchant Deceased by his Attorney Simaõ da Toncica of the same place Merchant That Armogam Son of Chinaynah Chitty of Madras aforesaid Merchant did Some time in the Month of July which was in the Year of our Lord One Thousand Seven hundred and Sixty three Sell and make Over unto the said Madarapaukum Vencatakistnah Chitty for the Sum of One Hundred and Eighty two Pagodas Current Money of Madras all his Right and Title to a Certain Choultry or Charity House for the reception of Travellers Situated lying and being at Trevatore and all and every the Appurtinances thereunto belonging which said Premises are bounded to the Northward of the Pagodas Street The Choultry of Darmesewa Charoger One the West and Patnasawmy Ayah Moodely to the East and to the North End Street and the said Armogum Son of Chinaynah Chitty did Execute and grant unto the said Madrapaukum Vencatakistnah Chitty a Written Instrument or Agreement in the Malabar Language bearing date the twenty fifth day of July One Thousand Seven hundred and Sixty three purporting that he the said Armogum shall Procure and grant unto the said Madarapaukum Vencatakistnah Chitty a Choultry Bill of Sale or one made in the Choultry Court of this place for the Premises afore said as will morefully and at large Appear by the Copy of the Translate of the said Agreement hereunto Annexed for the Inspection

of

of this Honble Court and which Your Orator prays may be Annexed as part of this his Bill of Complaint the Original whereof is in Your Orators Possession and Ready to be produced unto this Honble Court of thereunto particularly Required Your Orator further sheweth unto this Honble Court that the said Armogum Son of Chinnayah Chitty for the better Securing Your Orator the said Choultry or Charity House did at the time of the Granting the said Instrument or Agreement Delivered unto Your Orator the Title Deeds of the said Premises as aforesaid and also gave Possession of the same which Your Orator Still Enjoys without any let or Molestation Copy of which Title Deeds are hereunto Annexed for the Inspection of this Honble Court and which Your Orator also Prays may be Annexed as part of this his Bill of Complaint the Originals whereof are in Your Orators Possession and Ready to be produced when Required Your Orator further Sheweth unto this Honble Court that he did frequently and in a friendly Manner Request of the said Armogum for to procure and grant unto Your Orator a Bill of Sale of the said Premises or one Made in the Choultry Court of this Place

But now so it is and may it please this Honble Court the said Armogum Obstinately and wilfully refuses to procure or Grant Unto Your Orator a Bill of Sale of the said Premises properly Registered in the Choultry Court of this place or one Made in the Choultry Court nor will he give Your Orator Manner of Satisfaction touching the Premises For the End therefore that the said Armogum 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 procure and grant unto Your Orator or Administrator as aforesaid a Bill of Sale of the said Premises Regularly Registered in the Choultry Court of this place and to pay all Costs of this Suit And Your Orator prays such further and other Relief in all and Singular the Premises as to this Honble Court shall seem Meet

May it Please this Honble Court to cause the said Armogum to be Summoned and Required by the Sheriff of Fort St. 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 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
Atty for Complt.

the 12 October 1784 -
This Bill was shewn to me
in the days of adjournment
Let a summon issue returnable
next Court day -
John Menzies Mayor

Translation of a Bill Dated the 15th. Judy Year called Soobarie or Answering to Anno Domini the 25th. of July 1763 -

I Aswomogum Son of Chinnayah Chitty of Madras to give this Bill to Maderapakum Vencatakistnama Chitty of the same place, That is to say -

My Matum or Charity House Situated on the Street is North side to the Pagoda of Terrovatore, on the East side to the Durmaswacharea

Durmasevacharea Sawmys Matum or Charity House, one the west side to the Patnasawmy Jah Moodalys Matum or Charity House, and on the North side to the Street, which Matum or Charity House with all the Appertenances (over and under the Ground) belonging thereto, & I have gave to You the Choultry Title Deed of the same; and Received of You (182) One hundred and Eighty two Pagodas as you have gave me the said Sum therefore You are to perform the Charity in the said Matum or Charity House, and either you or I shall have no Right or Title to dispose or sell the said matum or Charity House, If I Auroomogum wants to perform the Charity in the said Matum or Charity House, which I should do with Your Consent According to the Agreement, I shall procure you the Charity Title deed Witnesses Pachiandeyapa Chitty & Arnachela Chitty by their Knowledge drawn by Kylauyam

Witnesses Signed

Pacheappen

(Signed)

Auroomogum

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

(Signed)

Joobaroyam

Interpt.r

A true Copy

Chas. Baker

Fol 2) No. (22) LS

This Certifies that Chinnainah Chitty Cundapah appeau before Us and proved himself to be the Lawfull Owner of a House and Ground Situated in Trevatore in Linga Chittys Street between the Houses of Teagapah and Town Conscoply Containing in Lenght North and South One hundred and Seventeen feet and in Breadth East & West Eighty four Valued for thirty Pagodas and the Bill of Sale being Lost. To Testifie the truth Whereof we have hereunto Set our Hands and Cause this Certificate to be Registered in the Choultry Court in Fort St George the 28th November 1751.

Registered in Fort St George this 28th day of November 1751.

(Signed)

Thomas Cooke
John Smith } Justs.

P Peter St Paul
Register

A true Copy

Chas. Baker

Translation of a Bill of Sale Datted 23rd of Caurtegy Year Called Vagodaunya Answering to A. D. the 31st of December 1758.

I Parrya Iyah Moodaly Son of Patnasam Teyagapah Moodaly of Madras do give this Bill of Sale of the Ground out of the Matum or Charity House to Condapah Chitty Son of Valasy Chitty Chinneyinah Chitty of the same place Merchant. That is to Say.

On the North Street to Sannade or Church in Northward line, on the West side to Ally out of my Matum or Charity House, and on the East side to Condapah Chitty Matum or Charity

Charity House from North to South 123 feet and from East to West 5 feet which Ground with the Appurtenances belonging thereto I have sold you for the sum of (13) thirteen Star Pagodas Current money of Madras which Ground with all the Appurtenances You are to enjoy by Your descendants and empowred to Sell or Mortgage the same thus I Pareya Iyah Moodely do give this Bill of Sale of the Ground to Cundapah Chitty by my Consent Witnesses Sambacha modelly & Patrose Yagapah Chitty, by their Knowledge Drawn by Paandaran—

(Signed) Patnasaum Parrya Iyah

When I procure the Choultry Bill of Sale to my Ground then I Promise to get You the Choultry Bill of Sale for this Ground—

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

Signed Soobarayam Interpr.

A true Copy Chas. Baker

To all People to whom these Presents shall come Greeting Whereas Arrayam Son of Chinayah Chitty of Madras Merchant did in and by One Written Instrument or Agreement in the Malabar Language Translate of which is hereunto annexed bearing date the twenty fifth day of July which was in the Year of our Lord One thousand Seven hundred and Sixty three Sell and make over unto Madraspatnam Vencatakistnah Chitty all his [illegible] Situated

Lying and being at Trevatore aforesaid for the sum of One hundred and Eighty two Pagodas Current Money of Madras and also engaged that he should procure and grant unto the said Madarapaukum Vencatakistnah Chitty a Bill of Sale of the said Premises or one Made in the Choultry Court of this place as by the said Annexed Translation will more fully appear Now know ye that Madarapaukum Audy Narain Chitty Son and Administrator to the Estate and Effects of Madarapaukum Vencatakistnah Chitty Deceased for a Valuable Consideration to him on Hand paid by Simão da Soncaca of Madras Merchant at or before the Sealing and Delivery of these Presents the Receipt Whereof he the said Madarapaukum Audey Narrain Chitty as Administrator as aforesaid doth hereby Acknowledge he the said Madarapaukum Audy Narraina Chitty hath assigned and Setover and by these Presents doth Assign and Setover unto the said Simão de Fonseca the Matters Causes and things Relative to the Premises aforesaid and Whatever is due and Owing thereupon and all which may become due thereon and all his Right Title Interest and Claim of and in and to the same, and every part thereof and the said Madarapaukum Audy Narrain Chitty for the Consideration aforesaid hath Made Constituted and appointed and by these Presents doth Make Constitute and appoint the said Simão da Fonseca his Executors and Administrators his true and Lawfull Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the Sole and proper Use and Benefit of the said Simão de Fonseca his heirs Executors Administrators and Assigns to ask Require Demand and Receive of the said Arrayagam Chitty Son of Chinayanah Chitty a Bill of Sale of the said Premises or one Made in the Choultry Court of this place and on Non Delivery

Delivery of the said Bill of Sale of the said Premises or one Made in the Choultry Court of this place he the said Simao da Fonceca his heirs Executors and Administrators to Sue for and Recover the same that is to say for a Bill of Sale of the said Premises or One Made in the Choultry Court of this place and to take Possession of the said Premises and give sufficient Releases and Discharges therefore and one or more attorney or Attornies under him to Constitute and Whatsoever the said Simao da Fonceca or his Attorney or attornies under him shall lawfully do in the Premises the said Madarapaukum Audy Narrain Chitty doth thereby allow and Affirm And the said Madarapaukum Audy Narrain Chitty doth Covenant with the said Simao da Fonceca that he the said Madarapaukum Audy Narrain Chitty hath not Received nor will Receive the said Regular Proper Bill of Sale of the said Premises or one made in the Choultry Court of this place Neither shall or will Release or Discharge the same or any part thereof But will own and allow of all Lawfull Proceeding for the Recovery and in the Complaining of the Agreement of the said Annogum he the said Simao da Fonceca Saving the said Madarapaukum Audy Narain Chitty harmless of and from any Costs that may happen to him thereby In Witness where of the said Madarapaukum Audy Narrain Chitty as Administrators as aforesaid hath hereunto Set his Hand and Seal in Madras this Fifth day of October in the Year of our Lord one Thousand Seven hundred and Eighty four

Signed Sealed and Delivered (when no Stampt paper is to be had in the Premises - - - - - - - -)

A true Copy
Chas. Baker

Filed 1st March 1785

The Answer of Annogam to the Bill of Complaint of Madarapaukum Audy Narrain Chitty Administrator of the Estate and Effects of Madarapaukum Vencata Reddnah Chitty Deceased by his Attorney Simao da Fonceca. —

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 said Bill of Complaint Contained for Answer thereunto or unto so much thereof as he is advised doth Materially Concern him to make Answer unto he this Defendant Answereth and saith that the Complainant never had any Right to the Charity House mentioned in his said Bill of Complaint nor hath this Defendant ever done any Act which could give the Complainant any Right of Action against him for the Matter and things which by his Attorney the said Simao da Fonceca he hath unjustly Sued this Defendant nor hath the Complainant as appears by his own shewing any Right to a Decree for the Matters and things stated in his said Bill of Complaint.

All which Matters and things this Defendant is ready and Willing to verify Maintain and Prove as this Honble Court shall direct and humbly Prays to be hence dismissed with his Reasonable Costs and Charges on this behalf most Wrongfully Sustained.

Popham
Atty for Defendant

Filed 7th Novr 1785

The Replication of Madara-paukum Audey Marrain Chetty Administrator to the Estate and Effects of Madarapaukum Vencatakistnah Chetty Deceased by his Attorney Simad de Fonceca Complainant to the Answer of Armogam of Madras Inhabitant Defendant.

This Repliant by the said Attorney Now and at all times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception that may hereafter be had or taken to the Many Errors Uncertainties and Manifest Insufficiencis and Imperfections in the Defendants said Answer Contained for Replication thereunto or unto so much thereof as he this Repliant Advised is Material for him to Reply unto he this Repliant doth Reply and say that his Bill of Complaint and all and Singular the Matters and things therein Contained are good true Certain and Sufficient in the Law to be answered unto in such sort manner and form as the same are therein and thereby Set-forth Stated and Alledged and that the Answer of the said Defendt is very untrue Uncertain Evasive and Insufficient —

All which Matters and things this Repliant is Ready and willing to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill he hath already prayed —

Chas Baker
Complts Atty

Filed 20th Decemr 1785.

The General Rejoinder

of Armogum Chitty to the Replication of Madarapaukum Audy Narrain Chitty by his Attorney Semas Fonseca.

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 Uncertainty and Insufficiency of the said Replication for Rejoinder Saith that the Defendant said Answer true certain and Sufficient in the Law to be Replied unto and Saith as in and by his said Answer he hath already said and doth and will aver and Maintain all and every thing and things therein to be true and Certain in such Manner as therein is alledged and Expressed and this Defendant also Saith that the said Replication of the said Complainant is uncertain and Insufficient in the Law to be Rejoined unto by this Defendant for divers defect and Imperfections therein Contained—

All which Matters and things this Defendant is ready to Aver Maintain and prove in such Manner and Form as this Honble Court shall direct and therefore humbly prays as before in his said Answer he hath already prayed—

Popham
Atty for Defendt

Interrogatories

to be administered to Witnesses to be produced Sworn and Examined in a certain Cause depending in the Honble the Mayors Court at Madraspatnam wherein Madarapaukum Audey Narrain Chitty Administrators to the Estate and Effects of Madarapaukum Venecatakistnah Chitty Deceased by his Attorney Semas de Fonseca is Complainant and Armogam Defendant.

Aurumachala Chitty
Narrain Chitty
Talesingam
Tagapan
Moorooga Pilla

To all the Witnesses.

On the Part and behalf of the Complainant

1st Interrogatory Do you know the Parties Complainant and Defendant in the Title of these Interrogatory named or any and which of them and how long have you known them and any and which of them respectively declare the Truth and Your knowledge herein—

Aurumachala Chitty & Narrain Chitty } 2d Interrogatory Are you or are you not well acquainted with the Character and Manner of the Hand Writing of Armogam in the Title of these Interrogatories Named If Yea Look at the Cadjan Writing now Produced and shewn you at this the time of your Examination Marked A is the name Armogam Set and Subscribed thereto the proper Hand Writing of the said Armogam or how otherwise Declare—

Talesingam and Tagapan } 3d Interrogatory Are you or are you not well acquainted with the Character and Manner of the Hand Writing now shew you at this the time of Your Examination Marked A and is or is not the name Cadiappen Set and Subscribed thereto as—

as a Witness of the said Pacheappen's own proper Hand writing or how otherwise and is the said Pacheappen now living or Dead if the Latter when did he so die Declare —

Moorooga Pella 4th. Interrogatory Are you or are you not the Son of Kylauyam was or was not the said Kylauyam a Conicoply under the Father of the Complainant in the Title of these Interrogatories named If Yea how long was he in the Complainant's Service — and is the said Kylauyam Still living or Dead and are you or are you not will Acquainted With the Character and Manner of his Hand Writing Look at the Cadjan Writing now Produced and shew You at this the time of Your Examination Marked A is or is not the Whole thereof Except the Names of Armogam and wrote by the said Pacheappen or how otherwise Declare. —

5. Interrogatory Lastly Do You know of any other Matter or thing or have you heard or can You say any thing touching the Matters in Question's in this Cause that may tend to the Benefit and Advantage of the Complainant in this Cause Beside what you have been already interrogated unto declare the same fully and at large as if you have been particularly interrogated. —

Chas. Baker
Compl.t Atty

Mayor's Court at
Madraspatnam

Between Madarapaukum
Audy Narrain Chitty Admin

of Madarapaukum Vencatakistnah Chitty Deceased by his Attorney Simaõ de Fonceca Complainant and Armogam Defendant —

On the Part of the Complainant

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

Auroonachala Chitty of Madras Merchant Aged 26 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the 30th Day of May 1786 Signefied at the Office of Mr. Stephen Popham whois Attorney for the 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 Day being Sworn and Examine Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Madarapaukum Audey Narrain Chitty in this Cause and that he hath so known him twenty Years or thereabouts — and that he doth know the Defendant Armogam in this Cause, and that he hath so known him fifteen Years or thereabouts — and more saith not to this Interrogatory. —

2nd ..... To the Second Interrogatory this Deponent saith, that upon looking at the Cadjan Writing Marked A produced to him at this the time of his examination he knows the name thereto annexed to be the proper Hand writing of Armogam. — and more Saith not to this or the last Interrogatory. —

J. Spalding
Exm.r

[illegible]

Mayors Court at
Madraspatnam

Between Madarapaukum Audey Narrain Chitty Administrators to the Estate and Effects of Madarapaukum Venceatekistnah Chitty Deceased by his Attorney Senas de Fonceca Complainant and Somygam Defendant.

On the Part of the Complainant

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

Narrain Chitty of Madras Merchant Aged 36 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 22nd Day of May 1786 Signified at the Office of Mr Stephen Popham who is Attorney for the Defendant by Vencatachellum 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 Complainant Madarapaukum Audey Narrain Chitty in this Cause, and that he hath so known him twenty six Years or thereabouts and that he doth know the Defendant Somygam 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 on looking at the Cadjan or Writing Marked A produced to him at this

this the time of his Examination he knows the Signature thereto annexed to be the Hand writing of Somygam — and more saith not to this or the last Interrogatory.

J Spalding
Examr.

Mayors Court at
Madraspatnam

Between Madarapaukum Audey Narrain Chitty Administrator to the Estate and Effects of Madarapaukum Venceatekistnah Chitty Deceased by his Attorney Senas de Fonceca Complainant and Somygam Defendant

On the Part of the Complainant

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

Talesingam of Madras Merchant Aged 40 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 5th Day of June 1786 Signified at the Office of Mr Stephen Popham who is Attorney for the Defendant by Vencatachellum 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

doth know the Complainant Madarapaukum Audy Narrain Chitty in this Cause, and that he hath so known him twenty years or thereabouts and that he doth know the Defendant Armogam in this Cause, and that he hath so known him fifteen years or thereabouts — and more saith not to this Interrogatory

3rd ..... To the third Interrogatory this Deponent saith, that he knows the Hand writing of Pachiappen & that he believes the name annexed to the Cadjan writing marked A is his own hand writing and that the said Pachiappen has been dead about Nine years — and more saith not to this or the last Interrogatory

J Spalding
Exam.r

Mayors Court at
Madraspatnam

Between Madarapaukum Audey Narrain Chitty Administrator to the Estate and Effects of Madarapaukum Vencatakistnah Chitty Deceased by his Attorney Senad de Fonceca Complainant and Armogam Defendant

On the Part of the Complainants

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

Jagapan of Madras Merchant Aged 45 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 17th Day of April 1786 Signified at the Office of Mr. Stephen

Stephen Popham who is Attorney for the Defendant by Veneatachellum my Servt who also left him a Note of the Name Title and Place of Abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deposeth as follow.th

1st ..... To the first Interrogatory this Deponent saith, that he knows the Complainant Madarapaukum Audy Narrain Chitty in this Cause, & that he hath so known him twenty five Years or thereabouts — and that he also knows the Defendant Armogam in this Cause, and that he hath so known him twenty Years or thereabouts — and more saith not to this Interrogatory —

3rd ..... To the third Interrogatory this Deponent saith, that he does know the Hand writing of Pachiappen that the Cadjan Marked A is his Hand writing and that Pachiappen has been dead about Seven Years — and more Saith not to this or the last Interrogatory —

J Spalding
Exr.

Mayors Court at
Madraspatnam

Between Madarapaukum Audy Narrain Chitty Administrator to the Estate and Effects of Madarapaukum Vencatakistnah Chitty Deceased by his Attorney Senad de Fonceca Complainant and Armogam Defended. —

On the Part of the Complainant —

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

Moovoya Pilla

Moorooga Pillah of Madras Conicoply Aged 24 Years or thereabouts being produced as a Witnesses in this Cause One the Part of the Complainant was on the 19th Day of April 1786 Signified at the Office of Mr. Stephen Poplam who is Attorney for the Defendant by Vencatachellum my Servent who also left him a Note of the Name Title & 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 knows the Complainant Madarapaukum Audey Narrain Chitty in this Cause, and that he hath so known him fifteen Years & upwards — and that he knows the Defendant Armogam in this Cause, & that he hath so known him about fifteen Years — and more Saith not to this Interrogatory. —

4th ... To the fourth Interrogatory this Deponent saith, that he is the Son of Kylauyam who was a Conicoply to the Complainant about twenty Years — that he is now dead that this Deponent is perfectly acquainted with his Hand writing and upon looking at the Cadjan marked A knows it to be the Hand writing of his father, all except the names and that he can prove it to by numberless Vouchers written by his father in the possession of this Deponent — and more Saith not to this or the last Interrogatory. —

J Spalding
Ex.r

Moorugapah

Additional Interrogatories to be administered to Witnesses to be Produced sworn and Examined in a certain Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Madarapaukum Audy Narrain Chitty Administrator of the Estate and Effects of Madarapaukom Vencatakistnamah Chitty Deceased by his Attorney Simao de Fonceca of Madras Inhabitant Complainant and Arooma-gam of the same place Inhabitant Defendant.

On the Part and behalf of the Complainant

To all the Witnesses

1st Interrogatory Do You know the Parties Complainant and Defendant in the Title of these Interrogatory named or any and which of them and how long have you known them and any and which of them and how long have you known them and any and which of them Respectively declare the Truth and Your knowledge herein —

2nd Interrogatory Look at the Cadjan writing now at the time of your Examination shewn and produced to You — Is or is not the Tenor of the same such According to the Usage and Custom of the Malabar Cast as to give the said Madarapauken Vencatakistnamah Chitty to whom the said writing or Agreement was granted a Sole and absolute Night and Property therein and likewise such as to enable him to dispose of and Sell the same —

3rd

3d Interrogatory Is or is not usual Accordingly to the said Usage and Custom of the said Malabar Cast when a Charity Chaultry is sold or disposed of in such a Manner as for the Purchaser thereof to be Restrained from parting with or alienating the same to insert some Particular words in the Instrument or writing by which the same is or made over and conveyed away If so what are such Particular Words? — and is it or is it not usual to mention in such Instrument or writing any Sum of Money whatever as the Price of the Sale of such Chaultry Charity —

4th Interrogatory Lastly do you know of any other Matter or thing or have you heard or can you say any thing touching the Matters in Question in this Cause that may tend to the Benefit and Advantage of the Complainant in this Cause Besides what you have been already interrogated unto declare the same fully and at large as if you had been Particularly interrogated —

Chas Baker

Atty for Complainant

Mayors Courtat
Madraspatnam

Between Madarapaukum Andy Narrain Chetty Administrator of the Estate and Effects of Madarapaukum Vencatakistnamah Chetty deceased by his Attorney Sinnadde Fonceca of Madras Inhabitant Complainant and Arroomagam of the same place Inhabitant Defendant

On the Part of the Complainant

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

Nullamatoo Chitty of Madras Merchant Aged 55 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the 19th Day of June 1786. Signified at the Office of Mr Stephen Popham who is Attorney for the Defendant by Vencatachellum 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 & Examined Deposeth as followeth —

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Madarapaukum Andy Narrain Chetty in this Cause and that he hath so known him forty years and that he doth know the Defendant Arroomagam in this Cause and that he hath so known him forty Years or thereabouts — and more saith not to this Interrogatory

2nd To the Second Interrogatory this Deponent saith that upon looking at the Cadjan writing produced to him at this —

this the time of his Examination he is of opinion that Madarapaukam Vencatakistna Chitty has a right & property in the premisses therein Mentioned but cannot despose of or Sell the Same — and more saith not to this Interrogatory. —

3rd ..... To the third Interrogatory this Deponent Saith that where a Charity Choultry is disposed of and the purchaser restrained from selling the same it is usual to insert that the purchaser and his discendents shall use & enjoy the premisses white the Sun and Moon endureth — and if the premisses are left or Disposed of for Charity uses the sum paid is never mentioned but is always mentioned where the Choultry may be resold — and more saith not to this or the last Interrogatory. — [illegible]

J Spalding
Ex.r

Mayor's Court at
Madraspatnam

Between Madarapaukum Aidy Narrain Chitty Administrator of the Estate and Effects of Madarapaukum Vencatakistnah Chitty deceased by his Attorney Simas de Fonseca of Madras Inhabitant Complainant and Armogam of the same place Inhabitant Defendant.

On the Part of the Complainant

Depositions of Witnesses in this Cause by and before

the Examiner in this Court as followeth —

Vencatachella Chitty of Madras Merchant Aged 60 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the 16th Day of June 1786 Signified at the Office of Mr Stephen Popham who is Attorney for the Defendant by Vencatachellum 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 Complainant Madarapaukum Aidy Narraine Chitty in this Cause, and that he hath so known him forty Years or thereabouts — and that he doth know the Defendant Armogam 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, the Cadjan Writing now produced to him at this the time of his Examination is not agreeable to the usage of the Malabar Cast and does it given to Madarapaukum Vencatakistnamah Chitty a right to Sell and dispose of the premisses therein mentioned — and more Saith not to this Interrogatory. —

3rd ..... To the third Interrogatory this Deponent saith, that when a charity Choultry is disposed of under the restriction of the possessor being prohibited to all it is usual to insert that he shall use and enjoy the Premesses while the Sun and Moon indureth by he or his discondents shall on no account alunate or dispose of the same The amount for which the Choultry is sold if intended for charitable uses is never mentioned — and more Saith not to this Interrogatory. —

To

To the last Interrogatory this Deponent saith, that the Cadjan writing produced to him tho it expressly prohibits Vencata-kistna chitty from Selling the premisses in question it never the less gives original of disposal to his discendants — and more Saith not to this Interrogatory — [illegible]

J. Spalding
Ex.

Mayor's Court at Madraspatnam

Tuesday the 19th day of December Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
Edw.d John Hollond and Andrew Ross
Aldermen

Between Madarapaukum Audy Narrain Chitty Admin-tor of Madarapaukum Venkatakistnah Chitty late of Madras Merchant Deceased by his Sinad da Fonseca of the same Merchant Complainant and Chingam Son of Chinaynah Chitty Madras aforesaid Merchant [illegible]

This Cau[illegible]

day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill with Copy of Four Exhibits Annexed, The Defendants Answer, The Replication, The General Rejoinder, The Interrogatorys and Depositions on the part of the Complainant On Hearing the Pleading 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 Complainants Bill do Stand Dismissed with Costs. —

Huz

Filed 23rd Nov.r 1784

To the Hon.ble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble Court your Orator Theodore Ivy Taner Senior Merchant in the Civil service of the Hon.ble the united Company of Merchants of England Trading to the East Indies and under their Presidency of Fort St. George and late and now Paymaster at Chinglepat That Alexander Cuthbert of Fort Saint George aforesaid Merchant on the Twenty third day of March which was in the Year of our Lord One Thousand Seven hundred and Eighty Three at the Gardin House theretofore in the Tenure or Occupation of Mrs. Cassamajor and now part of the Hon.ble Company's Garden House commonly called the Governors Garden House within the Jurisdiction of this Hon.ble Court with force and arms made an Assault on Frances Mary Taner then and still the wife of Your Orator and seduced ravished debauched lay with deflowered and carnally knew the said Frances Mary and did beget a Child on the body of the said Frances Mary then and still —

still the wife of your Orator which Child was born on the Twenty
third day of December in the said Year of our Lord One Thousand
Seven hundred and Eighty Three and the said Alexander Cuthbert
kept and detained the said Francis Mary from Your Orator for
along time to wit from the said Thirteenth day or March until
the filing of this Your Orators Bill of Complaint wher day Your
Orator sheweth that during all the time aforesaid he lost and was
deprived of the benefit and Service and the aid fellowship Comfort
Counsel and assistance of his said wife and which he ought during
all that time to have had and enjoyed with his said wife And also
for that the said Alexander Cuthbert on the Twentieth day of September
in this present Year of Our Lord One Thousand Seven hundred and
Eighty four and on divers other days and times between that day
and the day of exhibiting this Bill of Complaint in Fort Saint George
aforesaid within the Jurisdiction of this Honble Court with force and
arms assaulted the said Francis Mary then and still being the
wife of Your Orator and there seduced ravished debauched deflowed
lay with and Carnally knew her the said Francis Mary and afterward
took led and carried away the said Francis Mary so being the wife of
your Orator together with Sundry Goods and Chatels to wit Sundry
Caps Shifts Pair of Stockings Pair of Shais Aprons Petticoats Pair
of Stays Handkerchiefs Gowns and other Apparel and Conveyed
the said Francis Mary together with the said Goods and Chatels
into the House of the said Alexander Cuthbert Situate in Fort Saint
George aforesaid and then and there kept and detained the said
Francis Mary and the said Goods Chatels for along time to wit
from thence untill the Exhibiting this Bill against the said
Cuthbert whereby Your Orator during all the time aforesaid
last and was deprived of the benefit and service and the said Fell-
-ship Comfort Counsel [illegible] the said [illegible]

and which he during all that time ought to have had Enjoyed and other-
-wise might and would have had and Enjoyed with his said wife and
other wrongs then and there did to Your Orator to the great Damage of your
Orator and against the Peace of our Lord the now king Wherefore Your
Orator Saith he is Injured and hath Damage to the Value of Ten
Thousand 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 Four Thousand Pounds and therefore
your Orator brings his Suit against the said Alexander Cuthbert
for the said sum of Ten Thousand Star Pagodas and in Order to shew
unto this Honble Court the Mischief and Injury done to Your
Orator by the said Alexander Cuthbert and the Advantage taken of
your Orators absence while attending the Duties of his station as
Paymester of Chingleput a Fort or Garrison under the power and
authority of the said Presidency of Fort Saint George Your Orator she-
-weth that he left Fort Saint George aforesaid on the Sixth day of
January which was in the Year of our Lord One Thousand Seven
hundred and Eighty Three and arrived at Chingleput on the Eighth
day of the same month That Your Orator did live and reside in
the said said Fort of Chingleput from the said Eighth day of Ja-
-nuary until the thirteenth day of June then following when
your Orator set off to Madras and arrived there on the fourteenth
day of the said Month of June And Your Orator Sheweth that
from the said Sixth day of January to the said fourteenth day
of June following Your Orator never saw or heard of the said Frances
Mary except by Letter and Your Orator Sheweth that the said
Frances Mary accompanied Your Orator to Chingleput on
the fourteenth day of the Month of August in the said Year of our
Lord One Thousand Seven hundred and Eighty three and Staid
with-

with Your Orator until the Twenty Ninth day of September then Next following when the Said Frances Mary Contrary to the inclination of Your Orator Returned to Madras pretending that the ill health of an Infant Daughter of Your Orator by his said wife Frances Mary Required the attendance of Your Orator at the said Presidency of Fort Saint George—Your Orator Sheweth he hath Since Discovered that the Reason why the said Frances Mary was so anxious to leave Chinglepat was to Conceal her actual Situation at that time being then upwards of six months Pregnant of an Infant begotten upon her body by the said Alexander Cuthbert Your Orator Sheweth that he remonstration with his said wife on the Impropriety of living Separate and apart from Your Orator and the great Expence attending the Support of Two Houses to which Your Orator's Situation was not equal—Your Orator sheweth that his Remonstrances had no effect and the said Frances Mary Continued to Live Separate and apart from Your Orator then at Chinglepat until the said Twenty third day of December in the said Year of our Lord One Thousand Seven hundred and Eighty three being the day of her Delivery of the Infant Child begotten upon her Body by the said Alexander Cuthbert Your Orator sheweth that the very first Opportunity which he had During the Troubles which then prevailed in the Country about Madras he proceeded to the Presidency when the said Frances Mary confessed unto Your Orator that on the said Twenty third day of March the said Alexander Cuthbert took the said Frances Mary in a Palanchin to the said Gardens of Mr Casamajor

Carnally knew her and did at that time and place beget upon her Body the said Infant Child whereof the said Frances Mary was delivered on the said Twenty third day of December in the said year of our Lord One Thousand Seven hundred and Eighty three your Orator Sheweth that as will by the confession of the said Frances Mary to which Your Orator is ready to make Oath as by the Concurrent Circumstances your Orator will prove to the Satisfaction of this Honble Court that the said Alexander Cuthbert did at the said time and place last above set forth as well as at other times and places Since Carnally know deflower and debauch the said Frances Mary and other Evils did to the great Injury of your Orator and Your Orator sheweth that having had Suspicions at that time that a correspondence by Letter had been carried on between Your Orator said Wife and the said Alexander Cuthbert who had left Madras for Bengal in the Month of June in the said Year of our Lord One Thousand Seven hundred and Eighty three and did not return until the Month of September last past and in this present Year of our Lord One Thousand Seven hundred and Eighty four Your Orator examined the Papers of the said Frances Mary and discovered an Original Letter in the hand Writing of the said Alexander Cuthbert Copy whereof 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 and ready to be produced if required by which it appears that a Clandestine and unauthorised Correspondence and Attachment Subsisted between Your Orator's said Wife and the said Alexander Cuthbert Your Orator Sheweth that having been absent from Fort Saint George from the Sixth day of the said Month of January till the Fourteenth day of the said Month of June in the said Year One Thousand Seven hundred and Eighty three Your Orator could not have been the

Father

Father of the said Infant Child whereof the said Frances Mary was delivered on the said Twenty third day of December in the same Year but that by Every circumstance above stated as well as such other corroborating proofs which Your Orator may be able to bring before this Honble Court Your Orator chargeth that the said Alexander Cuthbert was the Father of the said Child Your Orator sheweth that he was Married unto Frances Mary Donnier of Madras Spinster being the said Frances Mary his now Wife on the Twenty Ninth day of June which was in the Year of Our Lord One Thousand Seven hundred and Twenty Eight by whom he had three children and lived with great Esteem happiness and affection with his said Wife until he had proofs of her infidelity as above set forth and Your Orator sheweth that the Conduct of the said Alexander Cuthbert in the Premises was the more base and aggravating because that he the said Alexander Cuthbert had always professed a great Regard for your Orator and had support ed a friendly intercourse with Your Orator for several Years past Your Orator sheweth that by force of the Several Crimi nes Your Orator hath been much injured by the said Alexander Cuthbert and hath Sustained Damages by him to the said a mount of Ten Thousand Star Pagodas wherefore Your Orator bringeth this his Suit against the said Alexander Cuthbert for the said Sum of Ten Thousand Star Pagodas and Prayeth Judgment of him for the same and also all Costs of Suit

Court to cause the said Alexander Cuthbert to be Summoned and Re quired by the Sheriff of Fort Saint George Town of Madras patnam and the Districts thereof personally to be and appear before this Honble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abied by such Order and Decree therein as to this Honble Court shall seem Meet.

Popham
Atty for Compt.

Copy of a Letter from Alexander Cuthbert to Frances Mary Saner June 1783

I Embark to Morrow Evining for Bengal and have been preven ted waiting on you by My Brothers carrying me to the Baptism of Mr. Delauras Child — I will with Anxious and unremitting deligence hasten my return and from intelligence received today from the Southward hope it will be by the end of August I con sider my self pledged for the Peace and Happiness of Your Life and have already done what depends on me at the present to insure you against Misfortune should I be lost — If better fate attends me I beg you will believe that I shall continue to esteem your Happiness mine & that I do not quit this shall, but with regret too strong for me to express, I beg of you to pre serve your health and Spirits and Conjure you to write to me — I need not say my sincere and respectfull regard will ever ever attend on you and that I am —

your most faithful Servant
Alexander Cuthbert

Mrs Saner

a true Copy
Popham —

Filed the 29th March 1785

The Answer of Alexander Cuthbert of Fort Saint George Merchant Defendant to the Bill of Complaint of Theodore Ivy Janes Senior Merchant in the Civil Service of the Honble the United Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George late and now Paymaster at their Garrison of Chinglepat 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 insufficiencies and imperfections in the said Bill of Complaint contained charged Setforth and Suggested 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 Answereth and Saith that he absolutely denies that on the Twenty third Day of March which was in the Year of Our Lord One Thousand Seven hundred and Eighty three or at any other time having with force and Arms or otherwise assaulted Allured Seduced or ravished Frances Mary then and now the Wife of the said Complainant as is falsely and injuriously Charged Suggested and Alledged against this Defendant in and by the Bill of Complaint on the Contrary this Defendant Saith that from a long Intimacy and Acquaintance with the Complainant he was much inclined to Serve and Assist him which he this Defendant hath often

done to his own Inconvinence and Loss nor ought the Attention paid by this Defendant on that Account to the Wife of the Complainant in his absence from the Presidency to be Misconstrued and such Inferences and unfair Suggestions drawn therefrom as is Setforth in the Bill of Complaint against this Defendant to his great Detriment This Defendant further saith that from an unhappy misunderstanding or bad disposition towards each other, there were many differences and disputes between the Complainant and his said Wife Frances Mary who often applied to this Defendant for Assistance and Advice Complaining of Neglect indifference and ill treatment from her Husband the said Complainant at which times and under such Circumstances this Defendant Admites he hath often Interfered as a friend to both the Husband and Wife, and hath used his best Endeavours to Reconcile them and Conciliate their affections without Entertaining a suspicion of such Charges wer being Exhibited against him as are in and by the said Bill of Complaint Setforth Stated and alledged against this Defendant with Charges of Criminality which a Consciousness of his own Intentions could only enable him to support This Defendant further Answering the Complainants said Bill of Complaint saith, that it is evident from the Complainants own Shewing in and by his said Bill of Complaint that little regard to truth hath been observed in drawing out the Several Charges against this Defendant some of which are by the Bill itself done away Particularly that part which Charges this Defendant with having Kept and detained the said Frances Mary from her Husband from the thirteenth Day of March which was in the Year of Our Lord One Thousand Seven hundred and-

and Eighty three to the Day of filing the said Bill of Complaint in this Honble Court Viz.t the Twenty third day of November in the year of Our Lord One Thousand Seven hundred and Eighty four — Another Part of the Bill Stating that she the said Frances Mary Isaac accompanied her Husband the Complainant from this Presidency to Chinglepat on the fourteenth Day of August which was in the Year of Our Lord One Thousand Seven hundred and Eighty three and remained with him at Chinglepat aforesaid Fort or Garrison under the Power and Authority of the said Presidency of Fort Saint George untill the twenty Ninth day of September which was in the same Year of Our Lord One Thousand Seven hundred and Eighty three which Contradictions sufficiently Establish the Credit such Assertions ought to have, and this Defendant doubts not but this Honble Court will regard the same only as they are or may be hereafter Supported or proved to the Satisfaction of this Honble Court and not otherwise — this Defendant further Answering the Defendants Bill of Complaint Saith that a Cohabitation Consequently a Reconciliation between the Complainant and his said Wife being Admitted and Shewn in and by the said Bill of Compl.t after the time in which a Criminal Intercourse is charged against this Defendant he is advised that the same if any such had ever Existed ought not to be revived, or brought up to Charge this Defendant — And this Defendant further begs leave to Submit to the Consideration of this Honble Court if there is any Expression in the Letter Copy of which is Annexed to the Complainants Bill of Compl.t which ought in Law or Equity to Operate against this Defendant or be taken in any manner Criminal whether the Intimacy and

Friendship which for many Years had Subsisted between the Complainant and this Defendant and his said Wife Frances Mary Isaac is properly Considered much less is there proof Sufficient to Support the heavy Charges and Accusations Exhibited against this Defendant by the said Complainant which Charges and Allegations Amount to little less than the Ruin of this Defendant in his Fortune Circumstances and Reputation unjustly and without Cause —

All which Matters and things this Defend.t is ready and willing to Aver Maintain and prove as this Honble Court shall direct, and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained —

Peter Walker
Atty for Defendant

Filed 19.th April 1785

The Replication of Theodore Ivy Isaac to the Answer of Alexander Cuthbert —

This Repliant saving unto himself all and all Manner of Advantages of Exception to the manifold Insufficiences of the said Answer for Replication thereunto saith that he will aver and prove his Bill to be true certain and sufficient in the Law to be Answered unto and that the said Answer of the Defendant is uncertain untrue and insufficient to be replied unto by this Repliant And for further Replication this Repliant saith that the pretended Friendship and Attentions of the Defendant towards this Repliant and his said Wife —

Wife Frances Mary are an aggravation of the Injury done to this Repliant for they manifest a Treachery against the fundamental Rules of Society which merits the Severest Centure and this Repliant hopes it will meet with its just punishment by the Judgment of this Honble Court And as to the pretended interference of the Defendant towards reconsiling any difference in Opinion which may have prevailed between this Repliant and his said Wife the Defendant had no Right to interfere therein And this Repliant saith that the different Charges setforth in this Repliants Bill do not in any wise contradict each either but are stated severally and respectively in the Order of time in which the Facts there by charged did happen And as to any Cohabitation Subsequent to the time at which this Repliant was informed of the Misconduct of the Defendant towards his said Wife this Repliant denies the same And this Repliant saith that the Letter of the Defendant setforth in this Repliants Bill of Complaint is in itself improper and tends to confirm the Criminality of the Defendant as charged by this Repliant in his Bill of Complaint

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.

Bopham
atty for Compl.t

Filed 26th April 1785

The Rejoinder of Alexander Cuthbert of Fort Saint George Esquire Defendant to the Replication of Theodore Ivie Taner of the same place Esquire Complainant

This 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 Errors, untruths, impertenencies, uncertainties and manifest Imperfections in the Complainants said Replication contained, for Rejoinder thereunto or unto so much thereof as he this Defendant is advised is material or necessary for him to Rejoin unto he this Defendant doth Rejoin and say that the Answer of this Defendant to the Repliants Bill of Complaint and all and singular the Matters and things therein contained are good true certain and Sufficient in the Law to be Replied unto in such Manner and Form as the same are therein set forth and alledged, and that the Replication of the said Complainant is very uncertain Evasive and insufficient for further Rejoinder to the Complainants said Replication this Defendant saith that he desies the Complainant to prove that he this Defendant ever violated the fundamental Rules of Society as is illiberally charged by the Complainant in his said Replication, or that he ever injured the Complainant by seducing his Wife Frances Mary as is also alledged suggested and charged in the said Replication of the

the Complainant — And this Defendant further saith, that as a Friend he had a right to Endeavore to reconcile the differences which subsisted between the Complainant and Frances Mary his Wife, and he ought not for such Interferences to be Calumniated and Charged with such matter and things as are Exhibited against him this Defendant in the Bill of Complaint and Replication of the said Complainant — Nor will the Letter wrote by this Defendant to the wife of the Complainant under the particular Circumstances the said Frances Mary was then in Warrant or support such Suggestions and Charges of Criminal Conduct in this Defendant, as are by the said Complainant alledged against him this Defendant — And as for any other Matter or thing in the Replication of the said Complainant contained to which this Defendant hath not fully and particularly rejoined, He this Defendant saith, that the same are immaterial impertinent, Erroneous false or improper for him this Defendant to make any other or further Rejoinder thereto

All which Matter and things this Defendant 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 Answer he hath already prayed —

Peter Walker
Atty for Defendant

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and examined in a Certain Cause now depending in the Honble the Mayors Court at Madraspatnam wherein, Theodore Ivy Taner is Complainant and Alexand Cuthbert Defendant

Do You know the Parties Complainant and Defendant in the Stile of these Interrogatories named or either and which of them and how long have you known them respectively and did you know Frances Mary Taner the Wife of the above named Theodore Ivy Taner — If yea how long have you known her —

To Anne Dailey — Have you or have you not for some time past and if yea how long lived with the above named Frances Mary Taner in the Capacity of Waiting — Woman or in any other and what Capacity Declare —

To Ditto — Did or did not Alexander Cuthbert the above named Defendant enter into the House of Abode of the said Frances Mary Taner situated in Fort Saint George at a late Hour in the Night — on several Nights in the Month of October last Past and when and if yea did or did the said Alexander Cuthbert Sleep in the same Room, and Bed with the said Frances Mary Taner or where else, and had or had not the said Alexander Cuthbert a Criminal Intercourse with the said Frances Mary Taner and such Personal Intimacy as is usual between Man and Wife — If yea Relate the several Times the said Alexander Cuthbert visited the house or Place of Abode of the said Frances Mary Taner and —

and the Reception he met with from the said Frances Mary Taner and whether on each Night he continued in the same Room and Bed with the said Frances Mary Taner or where else in the said House, Relate the whole you know respecting the Mutual Conduct and intimacy of the said Alexander Cuthbert and Frances Mary Taner and fully set forth all the particulars thereof to the best of Your knowledge Information and Belief.

To Ditto ..... Where was the said Frances Mary Taner at the time such Intimacy and Interiourse Subsisted as aforesaid — Was he at Fort Saint George or Madras at any part of the time of the said Intimacy and Interiours. —

To Ditto ..... Do You know of any other Matters or things or have you heard or can you say any thing touching the Matter 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 beleive together with the Reasons of such Your Belief as fully as if you had been thereunto particularly interrogated. —

Copham
Atty for Compt.

Mayor's Court at
Madraspatnam

Between Theodore Ivy Taner Complainant and Alexander Cuthbert Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and before the Examiner [illegible]

thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the 3rd Day of December 1784. Signefied at the Office of Mr. Peter Walker who is Attorney for the 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 she doth know the Complainant Theodore Ivy Taner in this Cause and that she hath so known him two Years and two Monthes, and that she doth know the Defendant Alexander Cuthbert in this Cause, and that she hath so known him ten Years or thereabouts — and more Saith not to this Interrogatory. —

2nd ..... To the Second Interrogatory this Deponent Saith, that she has lived two Years and two Monthes last past with the above named Frances Mary Taner in the Capacity of a Wet — Nurse to her Children — and More Saith not to this Interrogatory. —

3rd ..... To the third Interrogatory this Deponent Saith, that Alexander Cuthbert the above named Defendant did enter into the House of abode of the said Frances Mary Taner Situated in Fort Saint George at Eleven of the Clock on the Nights of the twenty third and twenty fourth September of the present Year and that the said Alexander Cuthbert did sleep in the same Room and Bed with the said Frances mary Taner and this Deponent, believe that the said Alexander Cuthbert had a Criminal Intereoures with the said Francis Mary Taner, and Such Personal Intemacy as is usual between man and Wife. This Deponent further Saith that the said Alexander Cuthbert visited the House of the said Francis Mary Taner on Several

Several other occasions the particular nights this Deponent doth not recollect but that at each time he always met with the same reception from the said Francis Mary Taner as already Setforth — and more Saith not to this Interrogatory —

4th ..... To the fourth Interrogatory this Deponent Saith, that the said Francis Mary Taner was at Fort Saint George at the time such Intimancy and Intercourse Subsisted as aforesaid — and more Saith Not to this or the last Interrogatory —

Oliver Colt Ex.r

The Mark of + Anne Daily —

Additional Interrogatories

to be administred to such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending and at Issue in the Hon.ble the Mayor's Court at Madras patnam wherein Theodore Ivy Tanner is Complainant and Alexander Cuthbert is Defendant —

To all the Witnesses } 1st ... Do You know the Parties Complainant and Defendant in the Title of these Interrogatories named or either and which of them and if Yea how long have You so known either and which of them and did You know Francis Mary Taner the Wife of the above Named Theodore Ivy Taner and if Yea how long have you known her

Vencatachellum ..... Tandamolly and Shenvashyah Braminy } 2nd ... Is or is not the above Named Complainant Paymaster of the Garrison of Chingleput If Yea how long has he been so Did he or did he not reside in the said Garrison from the Eight day of January to the thirteenth day of June which were in the Year of our Lord One Thousand Seven hundred and Eighty three and where was the said Francis Mary his Wife during the Period above stated — were the said Complainant and his said Wife wer together during the above period, and if they had been together at any one time during such period should You have Known thereof and why? declare the whole You know have heard and believe together with Your reasons for such Knowledge Information and Belief

Miss Mary Taner 3rd ..... Did You or did You not live with Francis Mary the Wife of the above Complainant at an house in Fort Saint George from the Month of January to the Month of June which wer in the Year of Our Lord One Thousand Seven hundred and Eighty three — If yea where did the said Complainant live during the above period — was he wer at Fort Saint George or was the said Francis Mary at Chingleput or were they were together during the above period and in case they had been together should You have known thereof and why — Declare what you know have heard or do believe touching the matters whereunto You are now interrogated together with the reasons of Your Knowledge Information and Belief —

Miss Mary Taner 4th ... During the period above mentioned did or did not the above Named Defendant frequently visit the said Francis mary Taner and were there or were there not any and if Yea what familiarities between them, were or were not the said defendant and Francis Mary Taner, on the Evening on the twenty third day of March

March in the said Year of Our Lord one Thousand Seven hundred and Eighty three at the Garden House of Mrs Casamajor near at Fort Saint George, and if Yea were there any other Persons with them, during that period —

To Benjamin Mellingchamp 5th — Are You or are You not one of the Chaplains of the Church of St Mary Fort St George — If Yea is there or is there not an Entry in the Register of the Marriages of the said Parish whereby it appears that the above named Complainant was married to Frances Mary Dennes on or about the Twenty Ninth day of June which was in the Year of Our One Thousand Seven hundred and Seventy Eight; were You the Clerk of the said Church of St Mary at that time — If Yea was or were the Captain or Captains, and where is or are such Captain or Captains? Declare —

Job Bulman 6th — Did You or did You not attend Frances Mary the Wife of the above named Complainant for some time during the Year of Our Lord One Thousand Seven hundred and Eighty three was she or was she not deliver of a male Child on or about the twenty third day of December said Year of Our Lord One Thousand Seven hundred and Eighty three — If Yea did or did not such Child appear to your belief been born at the full and usual Period after the Pregnancy of the said Mother —

To Ditto 7th — Was the above Named Complainant at Madras or were he and his said Wife Frances Mary together during any and if Yea what period, of the Pregnancy of the said Frances Mary —

To Nathatia Rodregues 8th / Antonia — Have You or have You not for some time past and if Yea how long lived the above named Frances Mary Taner in the Capacity of ayah or Nursery Servant to One of her Children or in any other and what Capacity declare —

To Do 9th — Did or did not Alexander Cuthbert the above named defendant enter into the House of abode of the said Frances Mary Taner situate in Fort St George at a late hour in the Night on Several nights and if Yea did or did not the said Alexander Cuthbert Sleep in the same Room and Bed with the said Frances Mary Taner, or where else and had or had not the said Alexander Cuthbert Criminal Intercourse with the said Frances Mary Taner and such Carnal Intimacy as is usual between man and Wife; If Yea Related the several times the said Alexander Cuthbert Visited the House or Place of abode of the said Frances Mary Taner and the Reception he met with from the said Frances Mary Taner and whether on each Night he continued in the Same Room and Bed with the said Frances Mary Taner or where else in the said House — Relate the whole you know respecting the Mutual Conduct and intimacy of the said Alexander Cuthbert and Frances Mary Taner and fully set forth all the particulars there of to the best of Your Knowledge Information and belief —

To Do 10 — Where was the said Theodore Ivy Taner at the time such Intimacy and Intercourse Subsisted as aforesaid Was he at Fort St George or Madras at any part of the time of the said Intimacy and Intercourse or where else —

Mr & Mrs John Luring 11th — Were You or were You not present on the twenty ninth day of June which was in the Year of Our Lord One Thousand —

Thousand Seven hundred and Seventy Eight when the Ceremony of Marriage was performed between the above Named Complainant and Frances Mary Dorn

If yea where and by whom was such Ceremony performed

To all the Witnesses } 12th Do You know of any other Matter or things or have You heard or can You say any thing touching the Matter 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 of such Your Belief as fully as if You had been thereunto particularly interrogated

Popham
atty for Compt.

Mayor's Court at
Madraspatnam

Between Theodore Ivy Tanner Complainant and Alexander Cuthbert Defendant

On the Part of the Complainant

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

Vencatachellum of Chengleput Writer Aged 25 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant on the 24th Day of November 1786 Signified at the Office of Mr. Peter Walker who is attorney for the Defendant by Vencatachelum my Servant who also left him a Note of the Name [illegible]

Deponent and afterwards On the same Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent Saith that he doth know the Complainant Theodore Ivy Tanner in this Cause — and that he hath so known him Eight Years or thereabouts — and that he doth not know the Defendant Alexander Cuthbert in this Cause — & more saith not to this Interrogatory —

2nd ..... To the second Interrogatory this Deponent Saith that the Complainant is at present Paymaster at Chengleput which Station he has held for about Eight Years — that from the Eighth of January to the fourteenth of June One thousand Seven hundred & Eighty three he resided Constantly at Chengleput and that his Wife Frances Mary was during the whole of that Period at Madras this Deponent Saith that he had occasion to see the Complainant every day during the said time — and must consequently have known it if his Wife and he had upon any occasion been together he therefore positively declares that they never were together during the whole of the time above Stated — & more saith not to this or the last Interrogatory

J Spalding
Ex.

Vencatachellum

Mayor's Court at
Madraspatnam

Between Theodore Ivy Tanner Complainant and Alexander

Alexander Cuthbert Defendant

On the Part of the Complainant

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

Tondamotty of Chinglepat Cash keeper Aged 46 Years or thereabout —being produced as a Witness in this Cause On the Part of the Complainant was on the 24th. Day of November 1786 Signified at the Office of Mr. Peter Walker who is Attorney for the Defendant by Venkatachelum my Servant who also left him a Note of the Name Title & Place of abode of the said Deponent & afterwards on the same Day being Sworn & Examined Deposeth as follo-weth.—

1st. ——To the first Interrogatory this Deponent saith that he doth know the Complainant Theodore Ivy Tanner in this Cause—and that he hath so known him from the Year One Thousand Seven hundred & Seventy eight—and that he doth not know the Defendant Alexander Cuthbert in this Cause—& More saith not to this Interrogatory.—

2nd. ——To the Second Interrogatory this Deponent saith that the Complainant is at present Caymaster at Chinglepat which Station he has had for about Eight Years. that from the Eighth of January to the thirteenth of June One Thousand Seven hundred & eighty three he resided Constantly at Chinglepat and that his Wife Francis Mary was during the whole of that Period at Madras. This Deponent saith that he had occasion to see the Complainant [illegible] and

most consequently have known it if his Wife and he had upon any occasion been together positively declares that they never were together during the whole of the time above Stated—and more saith not to this or the last Interrogatory.—

J. Spalding
Exr.

Mayor's Court at
Madraspatnam

Between Theodore Ivy
Tanner Complainant and Alexander
Cuthbert Defendant

On the Part of the Complainant

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

Shenvashyah Braminy of Chinglepat Conicoply Aged 32 Years or thereabouts—being produced as a Witnesses in this Cause On the Part of the Complainant was on the 24th. Day of November 1786. Signified at the Office of Mr. Peter Walker who is Attorney for the Defendant by Venkata-chelum my Servant who also left him a Note of the Name Title & 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 Complainant Theodore Ivy Tanner in this Cause—and that he hath so known him from the Year One Thousand Seven hun-dred—

hundred and Eighty One — and that he doth not know the Defendant Alexander Cuthbert in this Cause and more saith not to this Interrogatory —

2nd ..... To the second Interrogatory this Deponent Saith that he does not know the exact time Mr Tanner hath been paymaster at Chengleput but that from the Eighth of January to the thirteenth of June One Thousand Seven hundred and eighty three his Wife Francis Mary was Constantly at Madras — and that the Complainant during the whole of the said time resided at Chengleput this Deponent Saith that he had occasion to see the Complainant every day during the said time — and must consequently have known it if his Wife and he had upon any occasion been together he therefore positively declares that they never were together during the whole of the time above Stated — and more saith not to this or the last Interrogatory — Sworn &c

J Spalding
Ex.

Mayors Courtat
Madraspatnam

Between Theodore Jay Tanner Complainant and Alexander Cuthbert Defendant —
On the Part of the Complainant

Depositions of Witnesses taken in this Cause on the part of the Complainant before the Examiner in this Court as followeth —

Mrs Mary Tanner produced as a Witness in this Cause On the Part of the Complainant was on the 6th Day of November 1786 Sequestred at the Office of Mr Peter Walker who is Attorney for the Defendant by Venkatachellum my Servent who also left him a Note of the Name Title and Place of abode of the said Deponent & afterwards On the same Day being Sworn & Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent Saith that She doth know the Complainant Theodore Jay Tanner in this Cause — and that she hath so known him Since her Infancy — and that She doth know the Defendant Alexander Cuthbert in this Cause — and that She so known him Since the Year One Thousand Seven hundred and eighty One — & more saith not to this Interrogatory —

3d ..... To the third Interrogatory this Deponent Saith that She lived in the House with Francis Mary Wife to the Complainant at an House in Fort Saint George from the Month of January to the Month of June One Thousand Seven hundred and eighty three during the whole of which time the Complainant was at Chengleput & never came to Madras and this Deponent saith that during the whole of the said time the said Francies Mary — was at Madras and was never at Chengleput which this Deponent had occasion to know from her being almost Constantly with her nor was She absent from Madras except for the Space of a few hours when she went to ride — and this Deponent saith that the Complainant & his said wife Francis Mary could not have seen one another during the whole of the time above mentioned and more saith not to this Interrogatory —

4th ..... To the fourth Interrogatory this Deponent Saith that during the said period the Defendant was almost constantly in the House with said Francis Mary Tanner & that it evidently appeared to this Deponent —

Deponent from the Conduct of the defendant & that of the said Francis Mary that there were improper familiarities between them. but this Defendant had no apportunity of knowing any particulars thereof further than report and general belief nor does She remember any particular occurrence that happened on the Twenty third Day of March One Thousand Seven hundred and Eighty three at the Garden House of Mr. Casamajor — & more saith not to this or the last Interrogatory. —

J. Spalding
Exr.

Maria Janer

Mayor's Court at
Madraspatnam

Between Theodore Ivy Tenner Complainant and Alexander Cuthbert Defendant

On the Part of the Complainant

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

Benjamin Millingchamp Chaplain to Fort Saint George Aged 30 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the 8th Day of November 1786. Signefied at the Office of Mr. Peter Walker who is Attorney for the 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 Day [illegible] Deposeth

1st. To the first Interrogatory this Deponent saith, that he doth know the Complainant Theodore Ivy Tenner in this Cause, and that he hath so known him for Some Years — and that he doth know the Defendant Alexander Cuthbert in this Cause, and that he hath so known him since One thousand Seven hundred and Eighty — and more Saith not to this Interrogatory. —

5th. To the fifth Interrogatory this Deponent saith that there is an entry in the Register of the Marriages of the parish of Saint Mary whereby it appears that the Complainant Theodore Ivy Tanner and his Wife Francis Mary Dormond were married or or about the Twenty Ninth day of June One Thousand Seven hundred & Eighty — And this Deponent saith that he was not then Chaplain of Fort Saint George nor does he particularly know who was then Chaplain but it appears from the Register that Mr. William Bambrigge was at that time a Chaplain of Fort Saint George — and more Saith not to this or the last Interrogatory. —

J. Spalding
Exr.

Benjamin Millingchamp —

Mr. Theodore Ivey Taner & Miss Francis Mary Dormond, were married, June 29th 1778. —

The above is at Extract from the Register of St. Mary's Church, Fort St. George. —

Fort St. George
Novr. 7th 1786.

B. Millingchamp
Chaplain to Fort St. George

Mayors Court at
Madraspatnam

Between Theodore Ivy
Tanner Complainant and Alexander
Cuthbert Defendant

On the Part of the Complainant

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

Job Bulman of the Honble Companys Service Lieutenant Grove aged 42 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 9th Day of November 1786. Signified at the Office of Mr Peter Walker who is Attorney for the Defendant by Vencatachelum my Servent who also left him a Note of the Name Title & Place of abode of the said Defendant & afterwards On the Same Day being Sworn and Examined Deposeth as followeth—

1st ..... To the first Interrogatory this Deponent Saith that he doth know the Complainant Theodore Ivy Tanner in this Cause and that he hath so known him Ten Years or there about and that he doth know the Defendant Alexander Cuthbert in this Cause and that he hath so known him the Same Time and more saith not to this Interrogatory.

6th ..... To the Sixth Interrogatory this Deponent Saith that he did attend the Complainants wife Francis Mary for some time during the Year One Thousand Seven hundred and Eighty three & that She was delivered of a female Child about half past five o'Clock in the morning on the Twenty third of December One thousand Seven hundred and Eighty three and that the said Child appeared to have been born at the full Usual period of Pregnancy of Nine Months & More saith not to this Interrogatory—

7th ..... To the Seventh Interrogatory this Deponent Saith that he knows nothing of what this or the last Interrogatory required—

Spalding
Ex.

Job Bulman

Mayors Court at
Madraspatnam

Between Theodore Ivy
Tanner Complainant and Alexander
Cuthbert Defendant.

On the Part of the Complainant.

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

Nathatia Rodrigues of Madras Inhabitante Aged 40 Years or thereabuts being produced as a Witness in this Cause On the Part of the Complainant was on the 1st Day of December 1786 Signified at the Office of Mr Peter Walker who is Attorney for the Defendant by Vencatachelum my Servent who also left him a Note of the Name Title & Place of abode of the said Deponent & afterwards On the same Day being Sworn & Examined Deposeth as followeth—

1st ..... To the first Interrogatory this Deponent Saith that she doth know the Complainant Theodore Ivy Tanner in this Cause and that She hath so known him three Years or thereabouts—and that she doth know the Defendant Alexander Cuthbert in this Cause —and that she hath so known him Two Years or thereabouts. & more saith not to this Interrogatory—

8th—Jo

8th ..... To the Eighth Interrogatory this Deponent Saith that he lived with Francis Mary Tanner in the Capacity of Cook or Nursery to her Children and more saith not to this Interrogatory

9th ..... To the Ninth Interrogatory this Deponent saith that the Defendant Alexander Cuthbert did enter into the House of the said Francis Mary Tanner situate in Fort Saint George at late hour in the night on Several nights and that he frequently remained in the Same Room with the said Francis Mary Tanner till four o Clock in the Morning - this Deponent Saith she cannot Say whether any criminal intercourse took place between them - but there was a Couch in their room - & that she did verely believe that the said Alexander Cuthbert and Francis Mary did cohabite as man & wife - & more Saith not to this Interrogatory -

10th ..... To the Tenth Interrogatory this Deponent Saith that the Complainant Theodore Joy Tanner during the whole of this intercourse was at Chenglepat & never came to Madras - and more Saith not to this or the last Interrogatory -

J. Spalding
Ex.

The Mark of + Nathalia Rodrigues

Mayors Court at
Madraspatnam

Between Theodore

and Alexander Cuthbert Defendant

On the Part of the Complainant -

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

Mr. John Turing of Fort Saint George Aged 41 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 6th Day of November 1786. Signified at the Office of Mr. Peter Walker who is Attorney for the Defendant by Vencatachelum My Servant who also left him a Note of the Name Title and Place of abode of the said Deponent & afterwards On the Same Day being Sworn & Examined Deposeth as followeth -

1st ..... To the first Interrogatory this Deponent Saith that he doth know the Complainant Theodore Joy Tanner in this Cause - and that he hath so known him Since his first Arrival in India which was in the Year One Thousand Seven hundred & Sixty Nine - and that he doth know the Defendant Alexander Cuthbert in this Cause and that he hath so known him Eight or Ten Years - & more saith not to this Interrogatory -

11th ..... To the Eleventh Interrogatory this Deponent saith that he was present on the Twenty Ninth Day of June One Thousand Seven hundred and Seventy Eight when the Marriage Ceremony was performed in the Church of St. Mary by the Chaplain the Reverend Mr. Bambrigge between the Complainant & Francis Mary Dormond - and the Deponent further Saith that

8th ... To the Eighth Interrogatory this Deponent Saith that She-
lived with Francis Mary Tanner in the Capacity of Ayah
or Nursery to her Children and more saith not to this Interry

9th ... To the Nineth Interrogatory this Deponent saith that the
Defendant Alexander Cuthbert did enter into the House of abode
of the said Francis Mary Tanner situate in Fort Saint George at
late hour in the night on Several nights and that he frequent-
ly remained in the Same Room with the said Francis Mary
Tanner till four o Clock in the Morning - this Deponent Saith
She cannot Say whether any criminal intercourse took place be-
tween them - but there was a Couch in their room - & that She
did verely believe that the said Alexander Cuthbert and Francis
Mary did cohabite as man & wife - & more saith not to the
Interrogatory -

10th ... To the Tenth Interrogatory this Deponent Saith that the Compli-
ment Theodore Joy Tanner during the whole of this intercourse was
at Pegu & never came to Madras - and more Saith not to
this or the last Interrogatory -

J Spalding
Ex.

The Mark of + Nathalia Rodrigues

Mayor's Court at
Madraspatnam

Between Theodore

and Alexander Cuthbert Defendant

On the Part of the Complainant -

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

Mr John Turing of Fort Saint George Aged 41 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 6th Day of November 1786 Signified at the Office of Mr Peter Walker who is Attorney for the Defendant by Vencatachelum My Servant who also left him a Note of the Name Title and Place of abode of the said Deponent & afterwards On the Same Day being Sworn & Examined Deposeth as followeth -

1st ... To the first Interrogatory this Deponent Saith that he doth know the Complainant Theodore Joy Tanner in this Cause - and that he hath or known him Since his first Arrival in India which was in the Year One Thousand Seven hundred & Sixty Nine - and that he doth know the Defendant Alexander Cuthbert in this Cause and that he hath so known him Eight or Ten Years - & more saith not to this Interrogatory -

11th ... To the Eleventh Interrogatory this Deponent saith that he was present on the Twenty Nineth Day of June One Thousand Seven hundred and Seventy Eight when the Marriage Ceremony was performed in the Church of St Mary by the Chaplain the Reverend Mr Bambrigge between the Complainant & Francis Mary Desmond - and the Deponent further Saith that

that the said Francis Mary Dormond was given away to the Complainant by this Deponent — & more saith not to this or the last Interrogatory. —

John Turing

J. Spalding
Exr.

4th

Mayor's Court at
Madraspatnam

Between Theodore Ivy Tanner Complainant and Alexander Cuthbert Defendant.

On the Part of the Complainant

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

Mrs. Mary Turing of Fort Saint George Aged 50 Years or thereabouts being produced as a Witness in this Cause One the Part of the Complainant was on the 6th Day of November 1786. Signefied at the Office of Mr. Peter Walker who is Attorney for the Defendant by Vencatachelum my Servent who also left him a Note of the Name Title & 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 She doth know the Complainant Theodore Ivy Tanner in this Cause and that She hath so known him Since the Year One Thousand Seven hundred and Sixty Nine — and that She doth know the Defendant Alexander Cuthbert in this Cause — and that She hath so known him Since the begenning of the Year One Thousand Seven hundred and Seventy Eight — and more saith not to this Interrogatory. —

To a
Wit

11th ..... To the Eleventh Interrogatory this Deponent Saith that She was present on the Twenty Nineth Day of June One Thousand Seven hundred and Seventy eight when the Marriage Ceremoney was performed between the Complainant & Francis Mary Dormond in St. Marys Church in Fort Saint George by the Reverend Mr. Bambrigge — and more saith not to this or the last Interry. —

Mary Turing

J. Spalding
Exr.

Mayors Court at
Madraspatnam

Tuesday the 19th day of December
Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
Edwd. John Hollond and Andrew Ross —
Aldermen

Between Theodore Ivy Taner Sinior Merchant in the Honble Company Complainant and Alexander Cuthbert of Fort St. George Merchant Defendant.

This Cause Coming on to be Heard and Debated this day in the presence of the Attorneys on both Sides on Reading the Complainants Bill with Copy of a Letter Annexed, The Defendants

Defendants Answer, The Replication, The Rejoinder, The Interrogatorys and Depositions on the Part of the Complainant 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 shall pay unto the Complainant the full and Just Sum of Two Hundred Pagodas / Pagodas 200.-.-/ by way of Damages all Costs of this Suit.

Hwz

Filed the 19th Decemr. 1786.

To the Honble the Mayor's Court at Madraspatnam

Sheweth

The humble Petition of James Grierson one of the Attornies of this Honble Court

That Your Petitioners private Business and Affairs requiring his presence in Europe for a few Months, he proposes with the permission of this Honble Court to Embark on the Honble Company's Ship the Phanix, and as he means to return to India as soon as possible He humbly prays that this Honble Court will be pleased to indulge him with leave of absence for Eighteen months.

and Your Petitioner Shall Ever Pray

J. Grierson

19th Decr. 1786.

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 Aujee Labba Mastree of Madras Tayler by his Attorney Abraham Angell of the same place Inhabitant that Toreyah Ninah his Eldest Sister Biby and Youngest Sister Ravootter Biby also of the same place Inhabitants Stand justly and truely indebted unto your Orator in the full and just Sum of Sixty One Pagodas thirty Seven fanams and Twenty Cash Current Money of Madras Making in Sterling money of Great Britain at the rate of Eight Shilling for every Pagoda the Sum of Twenty four Pounds and fifteen Shillings or thereabouts as will more fully and at large appear by the Copies of an Account Current and Translation of a Mortgage Bond or obligation as well as 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 Attorneys Custody and ready to be produced to this Honble Court when he shall be thereunto required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Toreyah Ninah, his Sister Biby, and Ravootter Biby of the said Sum of Sixty One Pagodas thirty Seven fanams and Seventy Cash

But now so it is May it Please this Honble Court that the said Toreyah Ninah, Biby, and Ravootter Biby, obstinately and wilfully refuse to pay the same or to give Your Orator

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 Toreyah Ninah Biby, and Ravootter Biby may upon their 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 they may be Decreed to pay unto Your Orator the aforesaid Sum of Sixty One Pagodas thirty Seven fanams and Seventy 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 Toreyah Ninah Biby Ravootter Biby to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Destricts thereof Personally to be and appear before the 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

Peter Walker
Atty for Complainant

Dr. Toreyah Ninah his Eldest Sister Biby and Youngest Sister Ravootter Biby in Account Current With Aujee Labba Mastree Cr.

1781 Augt.	20th	To Amount of Your Joint Bond or Obligation of this Date on Mortgage of Your Certain Dwelling House and Ground Situated at Marata Town of	40	"	—	1786 March	10th	By Ballance due	61	37	70
1786 March	10th	To Interes on Ds. to this Day being 4 Years 6 Ms. and 20 Ds. @ 12 p Cent p Annum	21	37	70						
		Pagodas	61	37	70			Pagodas	61	37	70

Madras 10th March 1786
Errors Excepted p the Mark of Aujee Labba Mastree
A true Copy
Peter Walker
atty for Compt.

Translation of a Bond or Obligation Dated the 10th Chettery month in the Year called Plava or Answering to Anno Domini the 20th April 1786.

I Toreyah Ninah Son of Vadcomaryean My Eldest Sister Biby and my Youngest Sister Ravootter Biby of Madras. We three Persons do Jointly give this Bond to Achey Luvy Mastree Son of Turmely Mastree of Esoolaman Cast of the same Place That is to Say.

Our Father and Mother having Mortgaged to You a House and Ground situated at Mooteal Petta, in Oley Cada Street, or the Westward line on the North Side to the Ausen Caunah of Muetoom, and on the South side to the House of Sinnadoo Marycar and Borrowed and Received of You the Sum of 4 Pagodas After Our

said Abraham Angell his Heirs Executors Administrators and
-signs to ask require demand and receive of the said Toreyah
Biby, and Ravootter Biby, their Heirs Executors and Admini-
-tors the Money due and to be come due on the said Account Cu
and Mortgage Bond and on non payment thereof then the
Toreyah Ninah, Biby, and Ravootter Biby, their Heirs Exec
and Administrators to sue for and recover the same and on
-ment thereof to deliver up and Cancell the said Account Cur
and Mortgage Bond and give Sufficient Releases and Dis
for the same and one or More Attorney or Attornies under him
make Constitute and Appoint and whatsoever the said Abra
Angell or his Attorney or Attornies shall Lawfully do in the
-messes the said Aujee Labba Mastree doth hereby allow and
-firm and the said Aujee Labba Mastree hath not received or
receive the said Money due or to be come due on the said Ac
Current and the said Mortgage Bond or any Part thereof neither
or will Release or Discharge the same or any Part thereof but
own and allow of all Lawfull Proceedings for the Recovery of the
he the said Abraham Angill Saving the said Aujee Labba Ma
harmless of and from any Costs that may happen to him the
In Witness whereof He the said Aujee Labba Mastree ha
-unto Set and Affixed his Hand and Seal in Madraspatnam
thirteenth 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
Ramma

The Mark of
Aujee Labba Mastree (L.S.)

A true Copy
Peter Walker

Mayors Court at Madraspatnam

Tuesday the 28th day of March
Anno Domini 1786 —

Present

Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen

Between Aujee Labba Mastree of Madras Tayler by his Attorney Abraham Angell of the same place Inhabitant Com-plainant and Toreyah Ninah his Eldest Sister Biby and Youngest Sister Ravootter Biby also of the same place Inhabitant Defendant.

The Defendants being in Court by their Attorney Mr. Charles Baker and Acknowledging the Justness of the Complaints 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 Jost Sum of Sixty one Pagodas Thirty Seven fanams and Seventy Cash (Pagodas 61. 37. 70.) together with all such Interest as now is or shall hereafter becom due thereor untill full payment is made also all Costs of this Suit.

Huz

Our Father death, having Received 10 Pagodas for Wedding Exp
of Hussien Bibey also Received 5 Pagodas for Bibeys Marri
Ravootter Bebeys Marriage 9 Pagodas — 2 Pagodas Receiv
We gone to Policat in Hyders War. 4 Pagodas having Re
for Funeral Expence of Our Mothers death, and We thre
-sons Received 6 Pagodas. In all amounting to (40) Fo
Pagodas, Which Sum We Promise to Pay you on or before
30th Settery in the Year called Soobakeroodu or 10th May 1
— In default of the said Payment, then I promise to
the Companys head Bricklayer Mastry and shall be
to You the House and Ground agreeable to the Valuation
Companys head Bricklayer Mastree — Thus We do gi
Bond by our Consent Witnesses Tumpeja Lowy, and
saib Mastry by their Knowledge drawn by Narrain

Witnesses (Signed)
Tumbey Saib

(Signed)
The Mark of Toreyah N
The Mark of Ravootter B
The Mark of Bibey

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

Soobaroyam
Interpre

A true Copy
Peter Walker
Atty for Comp

To all People to Whom these Presents shall Come Greeting
Toreyah Ninah, his Eldest Sister Biby and Youngest Sister

Account Current bearing date the Tenth Day of March in the present
Year of Our Christ One Thousand Seven hundred and Eighty Six arising
upon a Certain Mortgage Bond jointly given by the said Toreyah Ninah,
Beby and Ravootter Biby, unto Aujee Labba Mastree of the same place
Tayler bearing Date the Twentieth Day of August which was in the Year
of Our Lord One Thousand Seven hundred and Eighty One Stand justly
indebled unto the said Aujee Labba Mastree in the full and just Sum
of Sixty One Star Pagodas thirty Seven fanams and Seventy Cash Cur-
-rent Money of Madras Making in Sterling Money of Great Bri-
-tain at the rate of Eight Shillings for every Pagoda the Sum of Twenty
four Pounds and fifteen Shillings or thereabouts as will fully appear
by the said Account Current as well as of the said Mortgage Bond or
Obligation Now Know Ye that the said Aujee Labba Mastree
for a Valuable Consideration to him in hand paid by Abraham Angell
also of the same place Inhabitant at or before the Sealing and De-
-livery of these Presents the Receipt whereof is hereby Acknowledge
he the said Aujee Labba Mastree hath Assigned and Setover and by
these Presents doth Assign and Setover unto the said Abraham Angell
the said Account Current and the Said Mortgag Bond or Obligation
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 Aujee Labba Mas-
-tree forth Consideration aforesaid hath made Constituted and Ap-
-pointed and by these Presents doth make Constitute and appoint
the said Abraham Angell his Heirs Executors Administrators and
assigns his true and Lawfull Attorney and Attornies for him and
in his Name and in the Names of his Heirs Executors Administra-
-tors and Assigns but for the Sole and proper use and benefit of the
Said —

Filed 29th Novr 1785

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Richard P. Orton, late of Fort Saint George aforesaid In the Service of the Honble United Company of Merchants of England trading to the East Indies, acting Executor of the last Will and Testament of Humphrey Harpur, late Lieutenant Colonel In the said Service, deceased By Thomas Chase of Fort Saint George aforesaid Writer, His Lawfull Attorney And Behalf specially constituted and appointed as will more fully appear By a Certain Power of Attorney, duly executed In the Possession of Your Orators Attorney Ready to be produced to this Honble Court a true Copy whereof is hereunto annexed, and which Your Orator prays may be taken as part of this his Bill of Complaint That Your Orator having duly proved the last Will and Testament of His Testator the said Humphrey Harpur in this Honble Court and alone took upon Himself the Burthen and execution thereof He caused an Inventory to be taken of His Goods Chattels and Effects and caused the same to be advertized and Sold at Public Auction on or about the Nineteenth Day of March, In the Year of our Lord One Thousand Seven hundred and Eighty five, when Edward Collins a Captain In the Service of the said Honble United Company This residing at Madras became the highest and best Bidder at the said Sale for Sundry of the Goods and In Particular for a Gold Watch set round with Stones which He then and there purchased at the Price or sum of Sixty Pagodas and also three small silver Spoons at the Price or sum of Twenty Star Pagodas thirty four Fanams seventy Cash, making together the sum of sixty two Star Pagodas thirty four Fanams seventy Cash

Shillings and three Pence Sterling Money of Great Britain, at the rate of Eight Shillings for every Pagoda, and which said Goods and Effects were then and there delivered to the said Edward Collins — In Consideration whereof He undertook and faithfully promised to pay for the same, whenever He should be thereunto required. and Your Orator further sheweth unto this Honble Court that the said Edward Collins notwithstanding His promises and aforesaid, made In manner and form aforesaid, did not pay the said sum of Sixty Two Star Pagodas thirty four fanams and Seventy Cash Current Money of Madras aforesaid being of the Value aforesaid or any part thereof unto Your Orator, or to any other Person whatsoever on His Account, or on Account of His said Testator, the said Humphrey Harpur — although often thereunto afterwards requested But that the same now remains, justly due and owing from the said Edward Collins unto Your Orator as Executor aforesaid as will fully appear by the Account Current in the Possion of your Orator's attorney ready to be produced to this Honble Court, a true Copy whereof is hereunto annexed, which Your Orator prays may be taken as part of this His Bill of Complaint

But now so it is may it please this Honble Court that the said Edward Collins obstinately and willfully refuses to pay the same or any part thereof, or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays agreeable to Equity 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 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 the said Edward Collins may be decreed to pay unto Your Orator

Orator the aforesaid Sum of Sixty two Star Pagodas thirty four fanams and seventy Cash being of the Value aforesaid with all such Interest as now is or hereafter may be 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 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 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 thereon as to this Honble Court shall seem Meet.

Fort St George
this 29th day of Novr 1785

P. Spencer
Atty Complainant

This Bill was shewn to me
in this days of adjournment
Let a Summon issue returnable
Next Court day

Philip Stowey
Mayor

Dr. Captain Edward Collins in account Current with Richard P. Orton acting Executor of Lieutenant Colonel Humphrey Harpen deceased ..... Cr.

1785 March 19th	To 1 Gold Watch set round with Stones	40		Amount due by Captain Edward Collins	68,32,70
	3 Small Unsweighing 30 5/8 at 27 fanams pro	22,34,70			
	Interest thereon from the above Date to 28th November being Eight Months and seventeen days @ 12 p^ct p^r Annum	5,34			
	Pagodas	68,32,70		Pagodas	68,32,70

(Signed) I Chase
attorney to Mr. Orton

Errors Excepted
28 Nov. 1785

A true Copy
P. Spencer
Atty Compl^t.

(Signed) I Chase
attorney to Mr. Orton

A true Copy
P. Spencer
Atty Compl^t.

Know all Men by these presents that I Rd. P. Orton a Lieutenant in the Service of the Honble E I Company, and Executor to the deceased Lieutenant Colonel Humphry Harpur have made, ordained nominated, authorized, Constituted and appointed, and by these Presents do make, Constitute, ordain nominate, authorize and appoint Thomas Chase of Fort Saint George to be my true certain and Lawfull Attorney, for me and in my name, and to and for my proper Use and behalf to demand, levy, sue for, recover and receive by all Lawfull ways and means whatsoever, of and from all and every Person and Persons whomsoever, whom it doth, shall or m concern, all and every such sum and Sums of Money, Debts, dues, Goods, Effects and things whatsoever, which now are and shall be and grow due, oving payable or belonging to me the said Executor to the deceased Lieutenant Colonel Humphry Harpur, upon or by virtue of any Bond, Book, or upon Account of trading or dealing, or upon any Account ways or means in any otherwise, howsoever, and if need be to call to Account and bring to a reckoning all or any Person or Persons Concerned in the premises. and upon Receit and Recovery of all or any such sum or Sums of Money, debts, Goods, Effects or other things or any part thereof Sufficient acquittances and Discharges for me and in my name from time to time to make and give Giveng and by these presents granting unto my said Attorney full power and authority in and touching the Premises, to sue, arrest, attach seize, sequester, implead, imprison condemn and prosecute, and thereof and thereof again to acquite, discharge, and out

(L.S.) in all or any Court or Courts or other places as demandant or defendant in any Suit, action or appral for or by reason of the premises, likewise one or more Attorneys, under him to set, Substitute and appoint and again at pleasure to revoke and generally to do, act and perform all other matters and things in and towards the premises requisite and necessary as fully as I myself might or could do evere I personally present, and I do hereby ratify and Confirm all and singular whatsoever my said Attorney or his Substitute shall legally do or procure to be done in and touching the premises. In Witness whereof I have hereunto set my hand and Seal in Fort Saint George aforesaid this Sixteenth day of July on Thousand Seven Hundred and Eighty five

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

(Signed) R. Orton

(Signed) J. Spalding witness

W B Pye Lt 52d Regt

A true Copy

P. Spencer
Atty Complt.

Mayor's Court at Madraspatnam

Tuesday the 28th day of March Anno Domini 1786

Present

Robert Ewing Esquire Mayor

James Call and William Webb

Aldermen

Between Richard Pilston late of Fort St. George a Lieutenant in the Service of the Honble United Company Merchants of England Trading to the East Indies Acting Executor of Humphry Harper Deceased his Attorney Thomas Rose against Peter Compleinant and Edward Callins a Captain in the said Honble United Company 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 Sixty two Pagodas Thirty four Fanams and Seventy Cash / Pagodas 62. 34. 70. / together with such Interest as now is or shall hereafter become due thereon till full payment is made also all Costs of this Suit

Filed in Court this 28th March 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Rauma Kistna Readyar of Madras Dubash by his Attorney Joseph De Sylva of the same Place Inhabitant that Sawmy Chetty and Master Chetty of Madras Merchants stand justly and truely indebted unto Your Orator in the full and just Sum of Two hundred and Sixty three Star Pagodas Fourteen Fanams and Seventy Six Cash Current Money of Madras making in sterling money of Great Britain at the rate of eight Shillings for every Pagoda the Sum of One hundred and five Pounds Six Shillings and six pence or thereabout as does more particularly and at large Appear by the Copies of an Account Current, Bond and 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 and whereas Your Orator hath frequently and in an Amicable Manner requested Payment of the said Sum of Two hundred and Sixty three Star Pagodas Fourteen Fanams and Seventy Six Cash from the said Sawmy Chetty and Master Chetty

But now so it is may it please this Honble Court the said Sawmy Chetty and Master Chetty obstinately 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 agreeable to Equity and Good Conscience To the End therefore that the said Sawmy Chetty and Master Chetty

Chitty may upon their corporal Oath full true direct and perfect an-
-swer 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 they may be decreed to pay unto Your Orator the
aforesaid Sum of Two hundred and Sixty three Star Pagodas Fourteen
fanams and seventy Six Cash with all such Interest as now is or here-
-after may become due thereon and also all Costs of this Suit

May is please this Honble Court to Cause the said
Sawmy Chitty and Mootoo 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 Com-
-plaint and further to stand to and abide by such Order and Decree
thereon as to this Honble Court shall seem Meet.

P. Spencer
J. Grierson } Compl^t Atty

Dr. Sawmy Chitty and Mootoo Chitty in Account Current with Raumakistna Reddyar by his Atty Joseph De Sylva Cr.

			Pgs.	Fs.	Cs.						
1783 Febry	25th	To Amount of Your Mortgage Bond of this date	200	..	..			By Cash Received in part of the Interest	10	..	..
1786 March	15	To Interest on Ditto to this day being yrs 3 and 20 d^s at 12 ⅌ Cent ⅌ annum	73	14	76	1786 March	15th	By Balance	263	14	76
		Star Pagd^s	273	14	76			Star Pagodas	273	14	76

Fort Saint Geore
15th March 1786

E. E.
(Signed) Jos: de Sylva
Atty to Raumakistna Reddyar

A true Copy
P. Spencer
J. Grierson } Atty^s for Compl^t

Translation of a Mortgage Bond Dated the 15th of Mause Month in the Year called Soobakeroodo or Answering to Anno Domini the 25th of February 1783.—

We Sawmy Chitty, and Mootoo Chitty, Sons of Peroomdore Veerapermaul Chitty, of Madras Merchant, do give this Mortgage Bond by the Consent of Ammo Widow of Ninah Chitty to Raumakistna Reddyar, Son of Karana Rangapa Reddyar of the same place That is to Say.—

On Our urgent occasion we have Mortgaged to You the Choultry Bill of Sale of our House and Borrowed and Received of You the Sum of (200) Two hundred Star Pagodas Current.

Mon

Money of Madras, which Sum We promise to pay You on or before the Expiration of 3 Years with such Interest as may become Due thereon at the rate of 12 p Cent p Annum in default of which then You are empowered to sell the said Premises in Public Outcry by the Consent of the said Amma and Paid your self the Principal & Interest Thus We do give this Mortgage Bond by our Consent Witnesses Gold Smith Latchomayabatter Neighbour Panayore Chengelvaroy Chitty, by their Knowledge Drawn by Vaudeyar Nullatomby. —

Witnesses
(Signed) Latchomayabatten
Chengelvaray Chitty

(Signed)
Sawmy Chitty
Mootto —

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

(Signed) Soobaroyam
Interp.r

A true Copy
P. Spencer
J. Grierson } Compl.t Atty

To all People to whom these Presents shall come Greeting Whereas Sawmy Chitty and Mootoo Chitty Sons of Perosandore Veerapelmalil Chitty of Madras Merchant by the Consent of Ammoo Widow of Ninah Chitty in and by one Mortgage Bond bearing date the Twenty fifth day of February, which was in the Year One Thousand Seven hundred and Eighty three Did become bound unto Rauma Kistna Reddyar son of Karana Rangapa Reddyar of the same place in the full and Just Sum of [illegible] Madras

Now Know ye that the said Rauma Kistna Reddyar for and in Consideration of the said Sum of Two hundred star Pagodas to him in hand paid by Joseph de Sylva of Madras Inhabitant at or before the Sealing and Delivery of these presents the Receipt whereof he the said Rauma Kistna Reddyar doth hereby Acknowledge he the said Rauma Kistna Reddyar hath assigned and set Over and by these presents doth Assign and set over unto the said Joseph de Sylva the said Mortgage Bond and the Money or Amount Principal and Interest thereupon due and owing and which may become Due thereon and all his right and Interest of in and to the same and every part thereof and the said Rauma Kistna Reddyar for the Consideration aforesaid hath made Constituted and appointed and by these Presents doth Make Constitute and Appoint the said Joseph de Sylva his Executors and Administrators his true and Lawfull Attorney and Attornies Irrevocable for him and in his name and Names of his Executors or Administrators but for the sole and proper use and Benefit of the said Joseph De Sylva his Executors Administrators and Assigns to ask require Demand and Receive of the said Sawmy Chitty and Mootoo Chitty their heirs Executors and Administrators the Money due on the said Mortgage Bond and on non payment thereof he the said Joseph De Sylva his heirs Executors and Administrators to sue for and recover the same and on Payment thereof to Deliver up the said Mortgage Bond and give Sufficient Releases and Discharges therefore and one or More Attorney or Attorneys under him to Constitut and Whatsoever the said Joseph de Sylva or his Attorney or Attornies unde him shall Lawfully do in the Premises the said Rauma Kistna Reddyar doth

doth thereby allow and Assigne and the said Raumakistna Reddyar doth Covenant with the said Joseph de Sylva that he the said Raumakistna Reddyar hath not Received nor will receive the said Money Due or to become due on the said Mortgaded Bond or any part thereof Neither shall or will Release or Discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for Recovery thereof he the said Joseph de Sylva saving the said Raumakistna Reddyar harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Raumakistna Reddyar hath hereunto set his hand and Seal in Madras this Twenty fourth day of March in the year One Thousand Seven hundred and Eighty Six

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

(Signed) [illegible]

(Signed) [illegible] (L.S.)

a true Copy
P. Spencer
J. Grierson } Compt.ts Attys

Mayor's Court at
Madraspatnam

Tuesday the 4th day of April
Anno Domini 1786

Present
Robert Ewing Esquire Mayor
Edward John Hollond and Vincentio Corbett
Aldermen

Between Raumakistna Reddyar of Madras Dubash by his Attorney Joseph de Sylva of the same Place Inhabitant Complainant and Sawmy Chitty and Master Defendant

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 Sixty three Pagodas fourteen Fanams and Seventy Six Cash / Pagodas 263. 14. 76. / together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

By Court

Filed 13th March 1786.

To the Honble the Mayor's Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honble Court Your Orator Chengleroy Moodeliar of Madras Inhabitant That Whereas Your Orator did on or about the Fifteenth day of December in the Year One Thousand Seven Hundred and Eighty two Bargain and Agree to and with Francis Xavier Brandon de Souza of Madras Inhabitant to Purchase of him the said Francis Xavier Brandon de Souza a certain Piece or Parcell of Ground with two Houses and other Buildings thereon Erected the property of him the said Francis Xavier Brandon de Souza lying and being in the China Bazar Street between the Houses of Mr Dicker and Francis Xavier in the Marratta Town for the Sum of Eight Hundred Star Pagodas Current Money of Madras and Your Orator further Sheweth that in Confirmation of the said Bargain and Sale to made by Your Orator with the said Francis Xavier Brandon de

Souza

Souza for the said two Houses and Ground Your Orator did on the said Fifteenth day of December in the Year One Thousand Seven hundred and Eighty two pay and Advance unto the said Francis Xavier Brandon de Souza the said Sum of Eight Hundred Star Pagodas in full payment of the aforesaid Bargain and Sale and took from him a Bill of Sale of the said Premises under the same day and date of the Bargain made Your Orator further Sheweth, that at the time of such Purchase and Sale the said Francis Xavier Brandon de Souza promised and Undertook to put Your Orator in full possession of the said Premises Your Orator further Sheweth that since the day and date of the said Bill of Sale Your Orator hath frequently and in an amicable Manner Requested of the said Francis Xavier Brandon de Souza to be put into the possession of the said two Houses and Ground Pursuant to this Premises and Undertaking. —

But now so it is May it please this Honble Court the said Francis Xavier Brandon de Souza Obstinately and wilfully refuses to deliver over or put Your Orator quietly in Possession of the said Premises or to give Your Orator any manner of satisfaction touching the premises under Couleur of divers frivolous and evasive pretences, notwithstanding Your Orator Has paid the Price pursuant to Bargain and Sale Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that the said Francis Xavier Brandon de Souza, may upon his Corporal Oath full true direct, and perfect Answer make to all and Singular such Matters and Things as are herein before Related and [illegible] Obstinately

to all intents and purposes as if the same were here again repeated and particularly Interrogated but more especially that the said Francis Xavier Brandon de Souza may Setforth and discover whether he the said Francis Xavier Brandon de Souza did or did not on or aboute the Fifteenth day of December in the Year One Thousand Seven hundred and Eighty two or any other and what time and when bargain and Sell unto Your Orator the aforementioned two Houses and Appurtenances and whether he did or did not consent and agree to Sell the said Premises unto Your Orator for the aforesaid Sum of Eight Hundred Star Pagodas or any other and what Sum and further that he may setforth and discover whether Your Orator did or did not on the aforesaid Fifteenth day of December or any other and what time and when give and pay unto the said Francis Xavier Brandon de Souza the said Sum of Eight Hundred Star Pagodas or the Amount Purchase of the said Premises and whether the said Francis Xavier Brandon de Souza did or did not Promise and undertake to put Your Orator in possession of the said two Houses and Appurtenances and if not why not and whether Your Orator hath or hath not frequently Requested the said Francis Xavier Brandon de Souza so to do and lastly Your Orator prays that the said Francis Xavier Brandon de Souza may be Decreed to pay Your Orator in possession of the said two Houses and Grown with the Appurtinances and that the said Francis Xavier Brandon de Souza may be Decreed to pay all Costs of Suit

May it Please this Honble Court to Cause the said Francis Xavier Bardon de Souza to be Summoned and Required

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

Chas Bromley
Atty Compt^t

13th March 1786

This Bill was shewn to me between the Days of Adjournment let a summons issue returnable next Court Day —

Robt Ewing
Mayor

Mayor's Court at Madraspatnam

Tuesday the 4th day of April Anno Domini 1786

Present

Robert Ewing Esquire Mayor
Edward John Hollond and Vincentio Corbett
Aldermen

Between Chengleroy Moodeliar of Madras Inhabitant Complainant and Francis Xavier Brandon de Souza

Inhabitant Defendant.

The Defendant being in Court and acknowledging that he has sold the Premisses mentioned in the Bill of Complaint to the Complainant and received from him the Sum of Eight Hundred Star Pagodas (Star Pag^s 800 — —) being the amount Purchase and that he is ready and willing to put the Complainant in Possession of the Premisses This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant to put the Complainant in possession of the Two Houses & Ground with the appurtenances thereunto belonging which are specified in the Complainants Bill of Complaint and it is further Ordered and Decreed that the Defendant do pay all Costs of this Suit

Hw

Filed 23rd Novr 1785.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Charles Maxtone of Vizagapatnam Esquire that Sashapellah of Madras Dubash stand justly and truely Indebted unto Your Orator in the full and just Sum of Four hundred Star Pagodas 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 Sixty Pounds as dose more particularly and

and at large appear by the Copy of a Bond hereunto Annexed for the Inspection of this Hon'ble 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 Amicabel Manner requested Payment of the said Sum of Four hundred Star Pagodas from the said Sashapillah

But now so it is may it please this Hon'ble Court the said Sashapillah 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 Hon'ble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Sashapillah 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 Four hunder Star Pagodas with all such Interest as now is or hereafter may become due thereon and also all Costs of this Suit

May it Please this Hon'ble Court to cause the said Sashapillah 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 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 Hon'ble Court shall seem Meet

Fort St. George this 23d day of November 1786.
This Bill was shewn time in the day of Adjournment
let a Summons issue returnable Next Court Day

Philip St[illegible]

P. Spencer
Atty Complainant

Know all Men by these presents that I Sashapillah of Madras am held and firmly bound unto Charles Maxtone Esquire of Vizagapatam in the penal Sum of Eight hundred Star Pagodas to the payment whereof well and truely to be made to the said Charles Maxtone his 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 June in the Year One Thousand Seven hunder and Eighty five

Whereas the above bound Sasha Pillah hath borrowed and received of the above named Charles Maxtone the full and just sum of Four hundred Star Pagodas to run at Interest at the rate of Twelve per Cent ⅌ Annum Payable in Two Months from the date hereof

Now the Condition of this Obligation is Such that if the above bound Sashapillah his heirs executors, administrators, or Assigns shall well and truely pay or Cause to be paid unto Charles Mextone his heirs executors administrators, or Assigns, the full and just Sum of Four hundred Star Pagodas together with such Interest as shall or may become due thereupon, then this Obligation to be void and of no Effect otherwise to continue in full force and Virtue

[illegible]ned sealed and Delivered
[illegible]re no Stamp'd paper is to be had
[illegible] Presence of
[illegible]d/ Soobaroyen
[illegible]d/ Mdotty Singum

(Signed) Sashapillah

A true Copy
P. Spencer
Atty Complainant

Mayor's Court at Madraspatnam

Tuesday the 11th day of April Anno Domini 1786.

Present

Robert Ewing Esquire Mayor

Edward Gerrow and John Menzies Aldermen

Between Charles Maatone of Vizagapatnam Esquire Complainant and Sachapillah of Madras Dubas 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 Star Pagodas Star Pagodas 400 — — (together with all such Interest now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

[illegible]

Filed 12th April 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Laviolette of Madras Inhabitant that Fauthesah of the same place Widow Stands Justly and truely indebted unto Your Orator in the full and Just sum of three Hundred and twenty Nine Pagodas twenty Six 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 One hundred and thirty One Pounds and Seventeen Shillings or thereabouts as will more fully and at large appear by the Copy of an Account Current as well as of a Mortgage Bond duly Executed by the said Fauthesah unto Your Orator 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 Original thereof being in Your Orator 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 Fauthesah of the said Sum of three Hundred and twenty Nine Pagodas twenty Six fanames and Sixty Cash —

But now so it is May is Please this Honbe Court that the said Fauthesah 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 and such as

Mayors Court at
Madraspatnam

Tuesday the 11th day of April
Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
Edward Gerrow and John Menzies
Aldermen

Between Charles Maatone
of Vizagapatnam Esquire Com
plainant and Seshapillah of
Madras Dubash 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 Complai-
nant the full and Just Sum of Four hundred Star Pagodas /
Star Pagodas 400 - - - /together with all such Interest as
now is or shall hereafter become due thereon untill full pay-
ment is made also all Costs of this Suit.

Filed 12th April 1786

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator John Lavisette of Madras Inhabitant
that Fauthesah of the same place Widow Stands justly and truely
indebted unto Your Orator in the full and Just sum of three Hun-
dred and twenty Nine Pagodas twenty Six Fanams and Sixty Cash Cur-
rent 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 or thereabouts as will
more fully and at large appear by the Copy of an Account Current as
well as of a Mortgage Bond duly Executed by the Said Fauthesah unto
your Orator hereunto Annexed for the inspection of this Honble Court
which Your Orator Prays may be admitted as part of this his Bill of
Compleint the Original thereof being in Your Orator 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 Fauthesah of the said Sum of three Hundred and
twenty Nine Pagodas twenty Six Fanams and Sixty Cash

But now so it is May it Please this Honble Court
that the said Fauthesah 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 Genieral Relief and such
as

as to this Honble Court Shall appear agreeable to Equity and good Conscience To the End therefore that the said Fauthesah may upon her 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 She may be Decreed to pay unto Your Orator the aforesaid Sum of three hundred and twenty Nine Pagodas twenty Six 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 this Honble Court to Cause the said Fauthesah 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 Compt.

This Bill was Shewn to me between the Days of Adjournment let a summons Issue returnable next Court Day
Robt Ewing Mayor

Dr. Fauthesah in Account Current with John Laviolette Cr.

1785 June	9th	To Cash lent you this Day on Mortgage of Your certain Dwelling House Situate at Mostal Pettah in Sascars Street as by Your Bond Dated this day for		300	--	--	1786 April	5th	By Ballance Due	329.26.60
1786 April	5th	To Interest on Dr. to this Day being m. 9 and 26 days @ 12 p.Cent per Annum		29	26	60				
		Pagodas		329	26	60			Pagodas	329.26.60

Madras 5th April 1786 Errors Excepted p. John Laviolette
Attn. Ltt Peter Walker Atty for Compt.

Know all Men by these Presents that I Fauthesah the Daughter of Shak Ibrahim of the Moor Cast am held and firmly bound unto Mr. John Laviolette of Madras in the Penal Sum of Six Hundred Pagodas Pagodas 600/ to the payment whereof well and truely to be made to the said John Laviolette his Heirs Executors Administrators or Assigns I do hereby bind Myself My heirs Executors and Administrators firmly by these Presents In Witness Whereof I have hereunto Set my Hand and Seal in Madras this Ninth Day of June in the Year One Thousand Seven hundred and Eighty Five.

Whereas the above bound Fauthesah hath Borrowed and received of the above named John Laviolette the full and Just Sum of three Hundred Pagodas /Pag.300/ to run at interest at the rate of Twelve /12/ percent per Annum payable in Five Month from the Date hereof & for Securing the payment of which Said Sum she the said Fauthesah hath hereby Mortgage Assigned & Setover and doth by these Presents Mortgage Assign & Setover unto the John Laviolette a House and Ground Situated in Sascars Street in Mostall Pettah between the Houses of

of Shae Meera Mallem & Bottum Syed Saib Measuring in Length from North to South 5 1/4 feet & in Breadth from East to West 5 1/4 the Title Deeds whereof has been this Day delivered to the said John Laviolette.—

Now the Condition of this Obligation is such that if the above bound Fauthesah his Heirs Executors, Administrators or Assigns shall well and truely pay or cause to be paid unto the said John Lavioletta his heirs Executors Administrators or Assigns the full and just sum of Three Hundred Pagodas / Pag.s 300 / 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.—

The Marke of C. Fauthesah (Ld)

Signed Sealed and Delivered
wherein Stamp'd paper is to be
had in the Presence of.....

a true Copy
Peter Walker
Atty for Complaint.

Mayor's Court at
Madraspatnam

Tuesday the 18th day of April
Anno Domini 1786.

Present

Robert Ewing Esquire Mayor
George Savage and Josias DuPré Dorcher
Aldermen.

Between John Lavioletta
of Madras Inhabitant Complainant
and

and Fauthesah of the same place
Widow 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 Three hundred and Twenty Nine Pagodas Twenty Six Fanams and Sixty Cash / Pagodas 329 v. 26. 60. / together with such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit.

Mayor

Filed in Court this
28th Febry 1865

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ristnamah Chitty by his Attorney Jacob Rouchey of Madras Inhabitant that Venkatasawmy Naig of the same place Inhabitant Stands Justly and truely indebted unto Your Orator in the full and Just Sum of Thirty Seven Pagodas Seven 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 Fifteen Pound or thereabouts as will more fully and at Large appear by Copy of an Account Current and an Assignment hereunto Annexed for the Inspection

Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint the Ori-ginal whereof is in Your Orator Attorney's Custody and ready to be produced whenever this Honble Court shall require and Your Orator further Sheweth unto this Honble Court that he hath fre-quently and in an Amicable Manner Requested payment from the said Vencatasawmy Naig of the said Sum of Thirty Seven Pa-godas Seven fanams and fifty Cash —

But now so it is May it Please this Honble Court the said Vencatasawmy 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 Relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that the said Vencatasawmy Naig may upon his Corporal Oath full true di-rect 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 Seven Pagodas Seven 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

the said Vencatasawmy Naig to be Summoned and Requi-red by the Sheriff of Fort Saint George Town of Ma-draspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court Shall Seem Meet

This February 1786

Chas. Baker
Complt^s. Att^y

This Bill was shewn to me in the days of Adjournment let a Summon issue & returnable next Court day —

Dr. Venkatasawmy Naig in Account Current with Kistnamah Chitty ... Cr.

1784					
July	12	To Cash Lent ...	12	-	-
Sept.	8	To Do for Narrana Chitty by Yours ...	8	-	-
		Do ...	20	-	-
		To Do ...	-	33	60
		To Balance ...	20	33	60
			85	16	70
		Pagodas ...	36.	5	50
1785					
March	20	To Balance brought down ...	36.	5	50
		To Interest from 15th Sept. to 15th February 1785 ...	1.	34	60
		5 per ct. per Annum			
		Pagodas ...	37.	7	50

Errors Excepted
Madras 15th February 1786
Thos. Baker
Chas. Baker

To all People to whom these Presents shall come Greeting

Whereas Vencatasawmy Naig of Madras Inhabitant on the Ballance of an account Current bearing date the Fifteenth day of February in the year of Our Lord One Thousand Seven hundred and Eighty Six Stands Indebted unto Kistnamah Chetty of the same place Inhabitant in the Sum of Thirty Seven Pagodas Seven Fanams and Fifty Cash Current Money of Madras as in and by the said Account Current May appear Nowknow ye that the said Kistnamah Chetty 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 these Presents the receipt whereof is hereby acknowledged he the said Kistnamah Chetty 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 parte thereof and the said Kistnamah Chetty for the Consideration aforesaid hath made Constituted and appointed and by these presents Do 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 and Proper use and benefit of the said Jacob Rouchey his Executors and Administrators to ask require demand & receive of the said Vencatasawmy Naig his heirs Executors and Administrators the Money due and to be come 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

to discharge therefore and one or more Attorney and Attornies under him to Constitute and whatsoever the said Jacob Rouchey or his Atty or Attornies under him shall Lawfully do in the Premises the said Kistnamah Chitty Doth thereby allow and affirm and the said Kistnamah 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 Jacob Rouchey saving the said Kistnamah Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Kistnamah Chitty hath hereunto Set his Hand and Seal in Madras this Fifteenth day of February 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]

[illegible]

Tellysingan

A true Copy
Chas. Baker

Mayors Court at Madraspatnam

Tuesday the 18th day of April Anno Domini 1786

Present

Robert Ewing Esquire Mayor
George Savage and Josias DuPre Porchar
Aldermen

Between

Between Kistnamah Chitty by his Attorney Jacob Rouchey of Madras Inhabitant Complainant and Vencatasawmy Naig of the Same place Inhabitant 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 Thirty Seven Pagodas Seven fanams and Fifty Cash (Pagodas 37. 7. 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

[illegible]

Filed the 4th March 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Pattrick Scott of Madras Merchant that George Bailey a Captain in the Honble Companys Service stands justly and truely indebted unto Your Orator in the full and just Sum of Forty three

three Star Pagodas and thirty three fanames Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Seventeen Pounds and Twelve Shillings as doe more particularly and at large Appear by the 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 whereas your Orator hath frequently and in an Amicable Manner requested payment of the said Sum of forty three Star Pagodas and thirty three fanams from the said George Bailey.—

But now so it is may it please this Honble Court the said George Bailey 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 George Bailey 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 Forty three Star Pagodas and thirty three fanams with all such Interest as now is or hereafter may become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the

the said George Bailey 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

P. Spence
Atty Compt

Fort St. George
This 4th day of March 1786
This Bill was shewn to me in the day of adjournment Let a Summons issue returnable Next Court day.—

Robt Ewing
Mayor

Dr. Captain Bailey in Account Current with Patt Scott Cr.

1785					1785				
Sept.	23	To Balance due me as per account Settled with you this day	20.	22	Dec.	27	By Balance due to me	43.	33
Oct.	12	To 1 Piece of Buglapore Cloth	4						
Nov.	15	To 1 Ham	1.	11					
Dec.	27	To 1 Gold Breast Buckle	18						
		Pagodas	43.	33			Pagodas	43.	33

Fort St. George 27th Dec. 1785.

E. E. & Signed Pat. Scott

A true Copy
P. Spencer
Atty Compt.

Mayor's Court at Madraspatnam

Tuesday the 18th day of April Anno Domini 1786

Present

Robert Ewing Esquire Mayor

George Savage and Josias DuPré Porcher Aldermen

Between Patrick Scott of Madras Merchant Complainant and George Bailey a Captain in the Honble Company's Service 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 Forty three Star Pagodas and thirty three Fanams / Star Pagodas 43.. 33.. -.. / 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

Jlw

Filed 8th Oct 1785

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Erskine Simons of Madras Merchant that Titus Briggs late of Madras Inhabitant stands indebted unto your Orator in the full and Just sum of Nine hundred and three Star Pagodas Eleven Fanams and fifty four Cash Current Money of Madras making in sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Three hundred and Sixty One Pounds Six Shillings and Eight Pence or thereabouts as will more fully and at large appear by the Copy of an account Current 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 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 Nine hundred and Three Pagodas Eleven fanams and fifty four Cash -

But now so it is and may it please this Honble Court the said Titus Briggs obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Titus Briggs may upon their Corporal Oath full true direct and Perfect

answer

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 Nine hundred and Three Pagodas Eleven fanams and fifty four Cash 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 Titus Briggs to be Summoned by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by thes 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

8th October 1785.

Popham
Atty for Complt

This Bill was shewn to me between the Days of Adjournment
Let a Summons issue Returnable Next Court day —

Philip Stowey
Mayor

Dr. Titus Briggs Esqr. on Account with Erskine Nimmo

1784 Octr. 24th	To the Amount of Your Note of hand to me of this Date	307		1785 Febry 5th	By Cash Received the Amount Sales of Your Effects as per Sea Gate Registers Bill	119	20
	To Interest on the above from 25th Octr. 84 to 7th Octr. 1785 at 12 pr Cent is	35	26	Septr. 1st	By Do. for House Rent for 2ms 10 @ 25 Cags per mo.	68	15
Novr. 1st	To the Amount of your Bond to me of this day	665			By Ballance due E. Nimmo	903	11.54
	To Interest at 12 pr Cent from 7th Novr. 84 to 7th Novr. 85	74	1.28				
	Pagodas	1081	1.54		Pagodas	1081	1.54

Fort St. George 7th Octr. 1785.
E. C. Erskine Nimmo
A True Copy
Popham

Mayor's Court at Madraspatnam

Tuesday the 18th day of April Anno Domini 1786

Present

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

Between Erskine Nimmo of Madras Merchant Complainant and Titus Briggs late of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Space of Six Monthes (the time Limitted by his Majestys Charter) is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and as the Defendant has not made any Appearance in Court to Answer the Complainants Bill This Cause doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just sum of Nine hundred and three Star Pagodas Eleven fanams and fifty four Cash (Star Pagodas 903. 11. 54) 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

Hud

Filed 12th May 1786.

To the Honble the Mayor's Court at Madraspatnam

Humble Complaining Sheweth unto Your Orator John Hinds and John Smith of Fort St. George Merchants and late Copartners that William Hamilton of of the same place Esquire stands justly and truely indebted unto Your Orator in the full and just Sum of Ninety Eight star Pagodas Current

Current Money of Madras Making in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the sume of thirty Nine Pounds and four shillings as does more particularly and at large appear by the Copy of a promessary note 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 and whereas Your Orators have frequently and in an Amicable manner requested Payment of the said Sum of Ninety Eight Star Pagodas from the said William Hamilton

But now so it is may it please this Honble Court the said William Hamilton Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfection touching the Premesses 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 William Hamilton may upon his cortoral 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 Orators the Aforesaid Sum of Ninety Eight Star Pagodas with all such Interest as now is or hereafter may become due thereon and also all Costs of this Suit

May

May it Please this Honble Court to Cause the said William Hamilton to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court prefixed and Appointed then and there to answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

P. Spencer
J. Grierson
Attys for Compltt.

Fort St. George
This 10 day of May 1786
This Bill was shewn to me
in the days of Adjournment
Let a Summons issue returnable
Next Court day —

Robt. Ewing
Mayor

Fort St. George 27th Nov.r 1785

Six Weeks after Date I Promise to pay to Mr Jno. Hinds
or Order the sum of Ninety two Star Pagodas for
Received.

Pags. 92.. 0.. 0..
98.. 0.. 0..
and Six Pags. for Wine

(Signed) Wm. Hamilton

a True Copy
P. Spencer
J. Grierson
Attys for Compltt.

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 John Hinds and John Smith of Fort St. George Merchants and late Copartners Complainant and William Hamilton of the same place Esquire Defendant

The Defendant being in Court by his Attorney Mr. Edward Ellis and acknowledging the Justness of the Complainants Demand This Court with them for 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 Eight Star Pagodas / Star Pagodas 98.— —.— / 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.

1006

Filed 18th Augt 1786

To the Honble the Mayors
Court at Madraspatnam

Humble Complaining Sheweth unto this Honble Court Your Orator Sowrah Cundapah Chitty of Madras Inhabitant That Vencatachalam of the same place Inhabitant Stands Indebted unto Your Orator in the full and Just sum of Four hundred and Twenty eight Pagodas and Twenty eight fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of one hundred and Seventy one Pound and Nine Shillings as will more fully and at Large appear by Copy of a Mortgage Bond or Obligation and 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 Vencatachalam of the said Sum of Four hundred and Twenty Eight Pagodas and Twenty Eight Fanams

Butnowsoever it is May it Please this Honble Court the said Vencatachalam Obstinately and wilfully refuzes 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 Vencatachalam

1007

Vencatachalam 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 Four hundred and Twenty Eight 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 Vencatachalam 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

Chas Baker
Compt Atty

This 18th August 1786

This Bill was shewn to me
in the days of Adjournment
let a Summons issue returnable
next Court day

Robt Ewing
Mayor

Translation of a Mortgage Bond Dated the 11th of September 1784 —

I Vancatachalam Son of Sunkaraporam Histnama Chitty do give this Mortgage Bond to Soorah Cundapah Chitty of Madras that is to say —

On my Urgent Occasion I have Mortgaged to You my House Situated at Pad Naecks Patta in New Street at Alocoos Garden on the South Side to Cojees Ground, and on the North side to Neyneappah Moodaly House, and another House Situated at Alocoos Garden in New Street on the Westerd line on the North side to Caujees Abdullas House and on the South side to Tandalam Comarapas Moodalys House together with the Court Bill of Sale of the said House and Borrowed and Received of you the Sum of (350) three hundred and fifty Star Pagodas Current Money of Madras which sum I promise to pay you on or before the 30th November next with such Interest as may become due thereon at the rate of 12 ℔ Cent ℔ Annum in default of the said payment then You are empowered to Sue in the Mayors Court and Sell the said Premises and paid Yourself the Principal and Interest — if you meet with deficiency on the Sale which I bind myself to make a good to you — Thus I do give this Mortgage Bond by my Consent — Witnesses Vallabo Agroharam Vancataroyalo of Madras by their Knowledge Drawn and Signed by the said Vancatachalam

Witnesses (Signed)
Vancaujee
Vancataroyalo

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

Soobaroyam
Interpt.

A true Copy
Chas. Baker

Dr. Vancatachalam in Acct. Current with Soorah Condapah Chitty — Cr.

1784 Septr.	11th	To the Amount of your Mortgage Bond bearing dated this day	350					By Balance due	428	28	
1786 Augt.	1st	To Interest on Do. to this day is 1 Yr. 10 Mo. 20 Ds. @ 12 ℔ Cent ℔ Annum	78	28							
		Pagodas	428	28				Pagodas	428	28	

Fort St. George 1st Augt. 1786 —

Errors Excepted

A true Copy
Chas. Baker

Mayor's Court at Madraspatnam

Tuesday the 14th day of November Anno Domini 1786 —

Present

Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen

Between Soorah Cundapah Chitty of Madras Inhabitant Complainant and Vencatachalam of the same place Inhabitant 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

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 Twenty Eight Pagodas and Twenty Eight Fanams / Pagodas 428. 28. — / 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.

Huz