did then answer that he had no Orders or provision for pay-
ment thereof wherefore the said Notary did on day aforesaid
protest against the said Dawsonne Drake and Robert Kelly
for all Costs Damages and Interest already suffered and to be
suffind for want of payment of the said principal money
and Interest due on the said Bond, as may more fully and at-
large appear by Copies of the Original Bond and Protest
hereunto annexed for the Inspection of this Honble which
your Orator prays may be admitted as part of this his
Bill of Complaint the Original whereof are in Your Ora-
tors Attorney possession Ready to be produced when proper-
ly called for? And Your Orator Sheweth that the said
three Expliciate Bonds and each of them and the Interest
thereupon due and owing and every part of the principal and
Interest thereof are do now remain unpaid and discharged.

And Your Orator sheweth that the said Daw-
sonne Drake nor the said Robert Kelly not having paid
the said Bond according to the Condition thereof nor any
part of the said Condition in any part performed Your Ora-
tor hath a seperate Right of Action against the Adminis-
trator of the said Dawsonne Drake as also against the said
Robert Kelly and Your Orator further sheweth that the said
Dawsonne Drake having died in Fort Saint George and
his Goods and Chattels Administered there, Your Orator
is justly entitled to have Indian Interest upon the Princi-
pal Sum of two Thousand Pounds Sterling from the day of
the date of the protest aforesaid So We[illegible] and after the Rate
of Interest of twelve per Cent per Annum from the twenty
sixth

sixth day of May One Thousand Seven hundred and Eighty One, the day
of the date thereof upon the Equity of the Case, as a Compensation for
your Orator being compelled to invest to the place of the Original
Covenent between Your Orator and the said Obligors, by reason
of their having failed to fulfill and discharge the Same in Lon-
don according to the Conditions upon which the said Money was
lent to be Repaid: and also upon the legal Ground of the said Bond
or obligation, That the said Dawsonne Drake is in debted and
ought to pay unto Your Orator the full penal Sum of Ten
Thousand Pagodas or Four Thousand Pounds Sterling Pounds
being the penalty in which the said Dawsonne Drake did bind
himself his Heirs Executors and Administrators; And Your
Orator also Sheweth that it is the Custom of Fort Saint George
to settle and pay the Debts of persons defaulting in their Covenants
to pay money in the City of London upon return of such Covenants
to India, to allow and pay thereon Indian Interest or Twelve per
Cent per Annum, And Your Orator Sheweth that the Estate of
Dawsonne Drake ought particularly to pay and allow Indian
Interest upon the said Debt at least from the Day of the Date
of the Protest for non Payment thereof because the Debt was contrac-
ted in India, and no part of the Condition to pay the Same in Lon-
don was performed, and the said Dawsonne Drake had the use
of the said Money in India in his life time and his Adminis-
trators since his Death without either he or them, or either of
them having made any provision to pay the same in London,
And Your Orator Sheweth that he did frequently by his said
Attorney and otherwise demand payment thereof accordingly
from the Original Administrator Nathaniel Barlow in his

life -

life time and hath also demanded payment of the said Sum of Nine Thousand eight hundred and Seventy Seven Pagodas Forty three Fanams and Seventy Cash from the present Administrator Since his Death—

But now so it is May it Please this Honble Court the said Nathaniel Edward Kindersley Obstinately and wilfully Refuse to pay the Same or to give your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreable to Equity and Good Conscience To the End therefore that the said Nathaniel Edward Kindersley 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 again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid sum of Nine Thousand Eight Hundred and Seventy seven Pagodas forty three Fanams and Seventy 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 Nathaniel Edward Kindersley 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 terme 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.

16th February 1788.

This Bill was Shewn

Wm Dudding

Atty Compl.t

terme Between the days of

Adjournment let a Summons

Issue thereon Returnable next

Court day—

Edw.d Jn.o Holland

Mayor

Dr. The Estate of Dawsonne Drake Deceased in Accoun Curren with The Honble Edward Monckton Esqr Co

			L	S.	B.	P.	F.	C.
1777								
Decr.	31st	To the Amount Principal of the said Deceased and Robert Kelly's Bond to me of this date payable jointly or Seperately	2000	"	"			
1781		Yrs. mos. ds.						
May	26th	To Interest on d.o to this day is 3. 4. 26 @ 6 ₹ Cent	340	11.	2			
		£	2340	11.	1.			
		Exchange @ 8. Shillings for 1 Pag.a from £ 2340—11—1. is				585	13.	70.
1788.								
Feb.y	12th	To Interest on P.s 6000 from 26th May 1781. the day that the same was protested in London and returned to India under Protest of the said Date to this Day is Yrs. 6. mos. 8. ds. 16. @ 12 ₹ Cent. p. annt.				1026	30	—
		P.s Pagodas				9877	43	70.

Madras 12th Feby. 1788.

E. E. ₹. John Turing

atty to the Honble Edward Monckton

	L	S.	B.	P.	F.	C.
By Balance				9877	43	70.
P.s Pagodas				9877	43	70.

true Copy ₹. J. Dupuy

atty Compt.

On the Twenty sixth day of May 1781. at the request of the Honorable Edward Monckton of Upper Grosvenor Street in the County of Middlesex. I Benjam in Hammatt Notary Publick Dwelling in London duly Admitted and Sworn Exhibited the Original Bond under the hands and Seals of Dawsonne Drake and Robert Kelly hereinto annexed to Robert Knox Esquire of this City Merchant to whose Favour the same is made Payable and Demanded Payment of the Principal Sum of Two Thousand Pounds Sterling for which the said Bond was given and Interest due thereon from the date of the said Bond, who answered that he had no orders or Provision for Payment thereof Whereupon I the said Notary at the Request aforesaid have and do hereby Solemnly Protest against the said Dawsonne Drake and Robert Kelly the Obligors in the said Original Bond Named and discribed, and all others Concerned for all Costs Damages and Interest already Suffered and to be Suffered for want of Payment of the said Principal money and Interest due on the said Bond

Thus Done and Protested in London aforesaid in the presence of Mathew Bowen and James Gale Witnesses

L. S.

In Fidem Premissorum
Benj: Hammatt Not. Pub.

Ex. 1x 880.

true Copy
Wm Dillon
att Compt.

Know all Men by these Presents that We Dawsonne Drake of Fort St George and Robert Kelly Captain in the East India Company's Service of Fort St George are Jointly and Severally held and firmly bound unto Edward Monckton of the same place in the Penal Sum of Ten Thousand Pagodas or Four Thousand Pounds Sterling of England to the Payment whereof well and truely to be made to the said Edward Munckton his heirs Executors Administrators or assigns. We do hereby Jointly and Severally bind Ourselves Our heirs Executors and Administrators firmly by these Presents In Witness whereof We have set Our Hands and Seals in Fort St George this Thirty first of December in the of our Lord One Thousand Seven hundred and Seventy Seven to three Bonds of the same tenor dated the One being accomplished the other two to be Void

Whereas the above Dawsonne Drake and Robert Kelly have Jointly Borrowed and Received of the above Named Edward Monckton the Full and Just Sum of Five Thousand Pagodas Current of Madras to run at Interest at the Rate of Five Pounds Sterling per annum for every hundred Pounds Sterling Reckoning each Pagoda to be Eight Shillings untill the Sum of Two Thousand Pounds Sterling shall be paid unto the said Edward Monckton his Heirs Executors Administrators or assigns

Now the Condition of this Obligation is such that if the above bound Dawsonne Drake and Robert Kelly or either of them their heirs Executors Administrator or assigns shall well and truely pay or Cause to be paid unto the said Edward Monckton his Heirs Executors Administrators or assigns in London at the House of Robert Knox then Merchant the Full and just Sum of Two Thousand Pounds Sterling within the Space of three Years from

from the date hereof and in each year the Interest of Five Pound Sterling per Annum Commencing from the date hereof on every hundred Pounds Remaining unpaid untill the whole is discharged with the Interest as herein before Stipulated than this Obligation to be Void But Contrary wise to stand and Remain in full Force and Virtue Having Signed and Sealed Three Bonds of this tenor and date, the one Compleated the other Two to Remain Void.

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

Dawsonne Drake (L8)
Robt Kelly (L8)

true Copy
Wm Dupuis

Filed 13th May 1788

The answer of Nathaniel Edward Kindersley of Fort Saint George Esquire in the Civil Service of the Honorable Company Administrator with the Will Annexed of all and Singular the Goods Chattles Credits and Effects of Dawsonne Drake Deceased Defendant to the Bill of Complaint of the Honble Edward Monckton of Lupper Grosvenor Street in the City of London by his Attorney John Turing late one of the Member of the Council of the Honble United Company of Merchants of England Trading to the East Indies also of Fort Saint George Esquire Complainant

This Defendant as administrator as aforesaid 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 Untruths Uncertainties and Imperfections in the Complainants said Bill of Complaint contained for answer thereunto or unto so much thereof as he this Defendant is advised doth Materially Concern him to make Answer unto he this Defendant answereth and saith that he doth not pretend to deny that the said Dawsonne Drake might in his life time have granted the Triplicate Bond or Obligatione mentioned in the said Complainants Bill of Complaint jointly with the said Lieutenant Colonel Robert Kelly for the sum therein mentioned and which said Sum together with the Interest thereon at the rate expressed in the Copy of the said Bond Annexed to the said Complainants Bill of Complaint this Defendant is ready and willing to satisfy when he is provided with the Means for so doing but this Defendant saith that it is only within these very few Months that he hath Procured Letters of Administration to the Estate and Effects of the said Dawsonne Drake Deceased and intered upon the duties of his Station as administrator since which he hath endeavoured to acquire a Knowledge of arrange the various Concerns of the said Estate many whereof are very extensive and Complicated and in order the more effectually to accomplish the same he this Defendant did Cause an advertizement to be inserted in the Madras Courier to the purport of requesting all

all Persons who were indebted to the Estate of the said Dawsonne Drake to pay the Amount thereof as well as all those who had Demands thereon to send to send an account thereof to him as administrator as aforesaid This Defendant further saith that although the securities for money belonging to the said Estate are to a very Considerable Amount that they have been so largely distributed in the way of collateral Securities Amongst those who have claims upon the said Estate of the said Dawsonne Drake that it hath not been in his Power to collect much money from the few which now only remains in his hands This Defendant further saith that Notwithstanding he is ready to pay the Amount of the said Bond and the Interest thereon as far as the law and the Funds in hand will admit and authorize his doing that with respect to the said Complainants claiming or pretending to claim Indian Interest for the amount of the said Bond he Conceives this Honble Court may not deem him entitled thereto neither does he conceive a Protest for non Payment of a Bond can be at all requisite or necessary or with what Propriety or reason its being made can in any shape alter procure more advantageous Terms for the Payment of the sum of Money for which the said Bond is granted than those specified in and by the Conditions thereof that in the Case of a Bill of Exchange it becomes necessary to enter a Protest in case of Failure of Payment thereof because the Custom of Merchants hath ordained it requisite and the Validity of the same might be endangered was the Form of so doing not Complied with but this Defendant saith the Law or Custom of Merchants hath no Connections or interference with the granting a Bond which is a solemn legal Contract entered into under certain Conditions and Penalties contained and expressed therein that it Concerns not the said Complainants what Benifit or advantage hath accrued to the said Defendant by the supposed Employments of his money in India where Twelve p Cent is allowed any more that it would have done had he employed it in the Country where it would not have yielded as much Profit as he this Defendant is bound to pay him the said Complainant for the loan thereof that five p Cent is the express rate of Interest mentioned in the Bond the amount whereof is to be paid in London and that if any Forfeiture or loss is incurred by a Breach of the Condition of the said Bond it is the Penalty therein mentioned that the Terms on which the said Bond is specified to be given might not be altered and that in forceing the Payment of Interest at the rate of Twelve p Cent would be creating a Condition which the Bond itself does not express and that the said Complainant in accepting of Payment of the said Bond on the Terms therein Specified is concluded thereby and the only Redress or Compensation he hath reserved to himself in case of failure thereof is the aforesaid Penalty that the alternative of five p Cent in London or in case of Failure thereof Twelve p Cent in India is not expressed or implied in the said Bond and further that the said Bond by being made payable in England is accepted and to be looked upon as an Europe Debt and therefore that the said Complainant cannot be entitled to more Redress here than he would have upon a process obtained there This Defendant further saith that the Condition for the said Bond to be Paid in London might have been at the express desire and for the sole Accommodation of the said Edward Monckton from his Intention of quitting this Country before the said Bond was meant to be payable and that its being so made payable in England in Compliance with the Request of the said Edward Monckton may have been the reason of its having remained so long undischarg-

ed

from the said Defendant not being able to provide the same Funds there he perhaps might with ease have done in India This Defendant however to shew how little the said Dawsonne Drake was Benefited by the said sum in his life time further Answering Saith that altho he the said Dawsonne Drake did by granting the said Bond jointly and Severally with the said Robert Kelly rendered himself liable for the amount thereof that he been informed and firmly believes that the said Dawsonne Drake had no further Concerns therein than as being a Security for the said Robert Kelly merely from motives of Freindship on whose account the said Bond was given he the said Robert Kelly become indebted to the said Edward Monckton for the Purchase of a House which he the said Robert Kelly the time of Purchasing therefore that the use of the said Complainants money which he pretends the said Dawsonne Drake had in his life time and his Administrators since his Death and in which Circumstance the said Complainant now attempts in some measure to rest his Pretentions for the additional Interest of Twelve p Cent upon is an assertion intirely founded in Error and that the fact above asserted with respect to the money for which the said Bond was granted being advanced by this Defendant Solely on account of the said Robert Kelly was and is well known to Messieurs Alexander Cuthbert and Antonio De Souza formerly the Attornies of the said Complainant and the more fully to convince this Honble Court thereof this Defendant prays leave to annex hereto Copies of three Letters two whereof are written by the Colonel Robert Kelly and the other by the said Dawsonne Drake to him the said Robert Kelly and which this Defendant prays may be taken as Part of this his answer

answer This Defendant further Saith that altho the said Complainant pretends to make claim of Indian Interest in Consequence of the Failure of Payment on the Part of the said Dawsonne Drake and to be entitled to a separate Right of Action against this Defendant on that account this Defendant humbly Conceives that to have supported the same it would have been encumbent on the said Complainant to have shewn the Injury loss or Damage Sustained by him as Grounds for supporting his said separate Right of Action but that this Defendant Saith the said Complainant hath not attempted to do well knowing that the rate of Interest expressed in the said Bond is the utmost allowed of in the Country wherein he the Complainant is Settled and resides and that in all Probability the advantage he will derive from the loan of his money at that rate when paid which this Defendant Saith he hath reason to hope there will be Assets Sufficient to do will be greater than he could have turned it to had it been laid out in the english Funds or on any landed or other Security This Defendant therefore hopes from the Matters above Stated that this Honble Court should they think fit to grant a Decree in favor of the above Named Complainant will be pleased so to do at the rate of Interest only expressed and setforth in the said Bond as the Utmost the said Complainant can be intitled unto.

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 in this behalf most wrongfully Sustained

Sworn to before me at
Fort Saint George this
13th day of May 1788
Edwd Garrow
Mayor

Cath. Baker
Atty for Defendt

Nathl. C. Kindersley
admor to D. Drake Estate

from the said Defendant not being able to provide the same Funds There he perhaps might with ease have done in India This Defendant however to shew how little the said Dawsonne Drake was Benifited by the said sum in his life time further answering Saith that altho he the said Dawsonne Drake did by granting the said Bond jointly and Severally with the said Robert Kelly rendered himself liable for the amount thereof that he been informed and firmly believes that the said Dawsonne Drake had no further Concerns therein than as being a Security for the said Robert Kelly merely from motives of Freindship on whose account the said Bond was given he the said Robert Kelly become indebted to the said Edward Monckton for the Purchase of a House which he the said Robert Kelly the time of Purchasing therefore that the use of the said Complainants money which he pretends the said Dawsonne Drake had in his life time and his Administrators since his Death and in which Circumstance the said Complainant now attempts in some measure to rest his Pretentions for the additional Interest of Twelve p Cent upon is an assertion intirely founded in Error and that the fact above asserted with respect to the money for which the said Bond was granted being advanced by this Defendant Solely on account of the said Robert Kelly was and is well known to Messieurs Alexander Cuthbert and Antonio De Souza formerly the Attornies of the said Complainant and the more fully to convince this Honble Court thereof this Defendant prays leave to annex hereto Copies of three Letters two whereof are written by the Colonel Robert Kelly and the other by the said Dawsonne Drake to him the said Robert Kelly and which this Defendant prays may be taken as Part of this his answer

answer This Defendant further Saith that altho the said Complainant pretends to make claim of such an Interest in Consequence of the failure of Payment on the Part of the said Dawsonne Drake and to be intitled to a separate Right of action against this Defendant on that account this Defendant humbly Conceives that to have supported the same it would have been encumbent on the said Complainant to have shewn the Injury loss or Damage Sustained by him as the Grounds for supporting his said separate Right of action but that this Defendant Saith the said Complainant hath not attempted to do well knowing that the rate of Interest expressed in the said Bond is the utmost allowed of in the Country wherein he the Complainant is Settled and resides and that in all Probability the advantage he with derive from the loan of his money at that rate when paid which this Defendant Saith he hath reason to hope there will be Assets sufficient to do will be greater than he could have turned it to had it been laid out in the english Funds or on any landed or other Security This Defendant therefore hopes from the Matters above Stated that this Honble Court Should they think fit to grant a Decree in favor of the above named Complainant will be pleased so to do at the rate of Interest only expressed and setforth in the said Bond as the Utmost the said Complainant can be intitled unto.

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 this Reasonable Costs and Charges in this behalf most wrongfully Sustained

Sworn to before me at
Fort Saint George this
13th day of May 1788
Edwd Harrow
Mayor

Chas. Baker
Atty for Defendt

Nathl C. Kindersley
admon to D.
Drake Estate

Major Kelly

Dear Sir

The Contents of a Letter which I have this Moment received Copy whereof I transmit to you herewith, have astonished me greatly as there appears great Cause of Compliant on the Part of Mr Monckton who has behaved in a Manner that the treatment he has met with does not merit as the treatment he has met with does not merit as the business is entirely your own Trust you will for your own Credit and Mr Monckton's satisfaction take immediate and Effectual Manner not only to Comply with the Present Requisitions of his attornies, but also to fulfill payment of the Bond when due and that you will communicate to me the mode in which you intend to give Mr Monckton and his attornies this Satisfaction

I am
Dear Sir
your Ob.t Serv.t
Dawd. Drake

Chambers House
at Night
24th March 1780

A true Copy
Chas. Baker
atty for Deft.

Fort St George 12th Octr 80.

Dear Sir

Being still confined to my room with the dregs of a Rhoumatic Fever I cannot do myself the honor of waiting on you — I therefore send you the accompanying Letter a duplicate of which I have received and answered in the best manner times & circumstances will permit. — Be assured Sir, that were it only on Your account, I will with the most unremitting diligence, seek for means to clear you of an Obligation which no other than friendly motives could have had any share in, on your part. — This I shall ever retain a grateful sense of — And remain,

Dear Sir

Dawsonne Drake Esqr. your most Obliged hu.e Servt
Robt. Kelly

A true Copy
Chas. Baker
Atty for Deft.

(Copy) To Alexr Cuthbert &
Antonio DeSouza Esqrs

Gentlemen

In answer to your favor of Yesterday, I am only assure you that when Hyder Ally entered the Carnatick, I was taking measures for selling of the House and Ground I had of Mr. Monckton, in order to discharge the Bond you mention. For on your first notice I had tried every other mode I could think of to raise that sum, but to no effect. — I need not tell you Gentlemen of utter impossibility of selling a Garden House at this time but I will assure you that it is my Interest as well as inclination to lose no time in discharging my Bond with Mr. Monckton, that I will use every possible endeavour to raise Money for that purpose as soon as the time will permit me. And that I have wrote that Gentlemen to this Effect, a few days ago —

I am Gentlemen
&c &c

A true Copy
Chas. Baker
atty for Deft.

Filed the 24th June 1788

The Replication of the Honble Edward Monckton by his Attorney John Turing late one of the Member of the Council at Fort Saint George Esquire Complainant to the Answer of Nathaniel Edward Kindersley of Fort Saint George Esquire Administrator of the Estate of Dawsonne Drake late of Fort Saint George Esquire Deceased Undomines tend by Nathaniel Barlow late of Fort Saint George Esquire Deceased Defendts

This Repliant saving to himself all Advantage of Exception to the Defendants said Answer for Repliation thereunto saith that all and every the Matters and things in and by his said Bill of Complaint already said he will Justify maintain and prove to be good Certain and sufficient in the Law to be answered unto in such manner as the same are therein or thereby set forth and declared, and that the Answer of the said Defendant is very untrue and insufficient in the Law to be by 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 this Repliant saith that the Defendant stands justly and truely indebted unto him in the Sum of Nine Thousand Eight hundred and Seventy seven Pagodas Forty three Fanams and seventy Cash, as is charged and set forth by him in his Bill of Complaint and in the Exhibits thereunto annexed — And this Repliant saith he admits a Bond, as the Defendant has defined it, to be, a solemn legal Contract entered into under certain Conditions and penalties contained and expressed therein, and this Repliant in Reply to what the Defendant in his answer hath set forth "that it doth not concern this Repliant "what benefit or advantage hath accrued to the Deceased or to his "Estate since his decease, by the supposed employment of his "this Repliants money in India, where twelve per Cent per "annum is allowed, any more than it would have done, had "it been employed in the Country where it would not have "yielded so much because he the said Administrator is bound "to pay this Repliant for the Loan of the said money at five "per Cent per Annum, as the agreed rate of Interest mentioned "in the said Bond, the Amount whereof is to be paid in London" This Repliant saith that this Charge of twelve per Cent per annum upon the Deceased's Bond from the day of the Protest thereof, to wit on the twenty Sixth day of May which was in the Year of our Lord One Thousand Seven hundred and Eighty one was not grounded on any Supposition of the Deceased or the Defendant making any advantage by not paying the same in London, according to the terms and Conditions thereof, but because the said Deceased Dawsonne Drake had not in his Lifetime or his Executors and Administrators since his Death, nor the said Robert Kelly nor any one for them, paid the same according to the terms and Conditions thereof,

thereof, fully expressed, nor any part of the principal or Interest thereof at the House of Robert Knox Esq.r nor by any other person or persons. And this Repliant saith that the said Bond or Obligation so being unpaid in whole and in part on the thirty first day of December One thousand seven hundred and Eighty, the day on which the same did become due and ought to have been fully paid off and discharged, this Repliant did on the said twenty Sixth day of May following, cause the same to be Protested as aforesaid, for the purpose of giving ever proof and satisfaction to the Representatives of the Estate of the said Dawsonne Drake, that no part of the Condition of the said Bond or Obligation has been performed, but that the whole of the Money thereon and every part thereof was and is still due and owing, and in Order fully to shew, that this Repliant was thereby obliged to send back the said Bond or Obligation for payment at Fort Saint George, the place where the same was granted and executed, and this Repliant saith that it is upon the Evidence grounded on the said Protest, of demand having been made and payment of the said Bond having been refused by the person who was nominated by the said Obligors to pay the same in London on their behalf. That this Repliant hath founded his Claim of Indian Interest, from the day of the date of the said Protest, and upon the Special Circumstances of the Case, because it was from that day that he was first compelled to return the said Bond or Obligation to India, at the place where the Original Contract and Covenant took place, and was in consequence compelled to relinquish every Right and possibility of payment in London, by reason of the default of the Obligors or any one on their behalf performing the Condition of the said Bond or Obligation in London, which cannot longer be considered as ought to be performed and fulfilled in London, because the term of payment there is long since expired. And this Repliant saith, that if the said Bond be Considered by the Defendant as ought to be performed in London, and not in Fort Saint George the Defendant ought to have pleaded or Demurred to this Repliants Action upon that Ground. But this Repliant is advised that no Plea or Demurrer could lay against an action upon the said Bond in this Honble Court, after that the said Bond had become due and was returned to India in default of payment in London, which this Repliant saith was on the day that the same was protested in order to be returned to India. And this Repliant therefore saith, that having such Right of Action upon the said Bond in this Honble Court under all the aforegoing Circumstances, he hath a Right to the Interest allowed by this Honble Court from the time that such Right of Action did accrue thereon, and this Repliant saith that altho he might have been more Regular in having grounded his action on the penal sum of the said Bond or Obligation than by the Charge of Indian Interest from the day of the date of the said Protest, he this Repliant saith that his not having asked all what he was entitled to, ought not to prejudice him in the Obtaining of what he has demanded.

And as to any other matter or thing contained and set forth by the Defendant in his said Answer where to this

All which matter 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 he hath already Prayed—

W.m DuPuy
Solr for Repl.t

Filed the 11th Octr 1795

The Rejoinder of Nathaniel Edward Kindersley administrator of the Estate and Effects of Dawsonne Drake deceased dministered by Nathaniel Barlow also late deceased Defendant to the Replication of the Honble Edward Monckton by his attorney John Suring late one of the members of the Council of Fort Saint George 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 Insufficiencies and Imperfections in the Repliants said Replication contained for Rejoinder thereunto saith that his answer

said unto in manner and form as the same are therein and thereby set forth and alledged and that the Repliants said Replication is very evasive and insufficient in the Law to be by this Defendant rejoined unto and this Defendant for further Rejoinder says that he denies as in and by his said Answer he had already denied being indebted unto the Repliant in the sum sued for as the same is charged in and by his said Bill of Complaint inasmuch as the Repliant has made up the account Current to his said Bill annexed partly by an interest of twelve per Cent whereas it appeared by the Condition of the Bond upon which he has commenced his action that the same bears an interest of five per Cent and no more and therefore the Repliant in requiring agreable sum than he had fully Consented to receive at the time of Executing the said Bond has displayed a spirit of wanton Litigation and acted contrary to equity and good Conscience and further this Defendant says that he has in his said answer confessed every matter and thing sufficient for this Honble Court to judge and determine; that is this Defendant has confessed the execution of the said Bond by his said Intestate and submitted the question of Interest to this Honble Court which is all the Repliant could require from this Defendant and this Defendant says he is advised that it is laid down in the Books that if a Deed be confessed by an answer and referred to, there ought to be no Replication but to proceed thereon

thereon to a hearing upon Bill and Answer and therefore this Defendant says that the Replicant ought not to have replied to this Defendants said answer but have set down the Cause for hearing upon Bill and answer and that having replied the same is Contrary to the course of this Majestys Honble Court of Chancery and consequently to that of this Honble Court and therefore is vexatious and oppressive this Defendant thereupon prays the benefit arising therefrom and this Defendant says that protesting a Bond for non payment is absurd and contrary to the Custom usually observed in like cases when a Bound is not paid unto becoming due and further this Defendant says that the said protest even had the same been regular and necessary never could have operated so as change the Original Covenates entered into by this Defendants said Intestate and consented to, and approved of by the Complainant and this Defendant says that the law is not more in his favor than Equity for the Defendant says that in England five per Cent is the highest rate of Interest allowed by act of parliament which rate of Interest is secured by the said Bond, and which this Defendant as administrator as aforesaid is Ready and willing to pay when he shall have collected in assets sufficient for that purpose and therefore and thereupon and for the several Reasons hereinbefore set forth this Defendant says that the Replicant is intitled to the Interest of five per Cent per Annum and no more—

All which Matters and things this Defendant is ready and willing to aver maintain prove as this honble Court shall be pleased to direct and humbly prays as in and by his said Answer he has already prayed—

Stuart Walker Solr
John Hamilton Solr

Mayors Court at Madraspatnam

Friday the 20th Day of April Anno Domini 1792—

Present

Andrew Ross Esquire Mayor
James Call and John Metford
Aldermen

Between The Honble Edward Monckton of Upper Grosvenor Street on the City of London by his Attorney John Turing late one of the Members of the Council of the Honble United Company of Merchants of England trading to the East Indies at Fort Saint George Esqr Complt. and Nathaniel Edward Kindersely also of Fort Saint George in the Civil Service of the said Honble United Company Administrator with the Will annexed of all and Singular the Goods Chattels Credits and Effects of Dawsonne Drake also late of Fort Saint George Esquire Deceased, Unadministered by Nathaniel Barlow late of Fort Saint George Senior Merchant in the said Service of the said Honble United Company Defendant.

This Cause Coming on to be Heard and Debated this Day in the presence of the Attornies on both Sides on Reading the Compts and

Complainants Bill with Copies of three Exhibits Annexed, The Defendants Answer with Copies of three Letters Annexed, The Replication, The Rejoinder, On Hearing the Pleadings made use of by the Attornies and on due Consideration and thereon This Court doth think fit to Order and Decree doth accordingly Order and Decree that the Defendant do pay unto the Complainant out of the Estate and Effects of Dawsonne Drake Deceased the full and just Sum of Five Thousand Pagodas Pagodas 5000 — together with Interest thereon at the Rate of Twelve Cent pr Annum to the Twenty Sixth day of May One Thousand Seven hundred and Eighty One being the day on which the Condition of the Bond was Protested against for non performance, and from that Period at the Rate of Eight pr Cent untill full payment is made and it is further Ordered Decreed that each Party to pay their own Costs. —

J Hall

Filed 28th April 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court your Orator David Young now at Tombroor or elsewhere within the Jurisdiction of this Honble Court that whereas Stephen Popham of Madras one of the Attornies of this Honble Court and Charles Loyd of the same place Merchant being indebted to your Orator in the sum of Five hundred Pagodas current money of Madras in order to secure the repayment thereof with Interest at the rate of twelve per Cent per Annum did in and by one Bond or Writing Obligatory duly executed by the said Stephen Popham and Charles Loyd and bearing date the twenty seventh day of June which was in the Year of our Lord One Thousand seven hundred and ninety One acknowledge themselves to be jointly and severally held and firmly bound, unto Your Orator in the penal sum of One Thousand Star Pagodas with Condition thereunder written that if the said Stephen Popham and Charles Loyd or either of them should well and truly pay or cause to be paid unto your Orator the full and just sum of Five hundred Pagodas in nine months from the date of the said Bond with all such Interest as might be due thereon then the said Obligation to be void and of no effect otherwise to continue in full force and vertue as by the said Bond or Obligation in the possession of your Orators Attorney at Law and ready to be produced when required relation being thereunto had doth and will more fully and at large appear —

And the said Stephen Popham and Charles Loyd in order more effectually to secure the payment of the said money did by their certain Warrant of Attorney bearing even date with the said Bond authorise and empower any one of the Attornies of this Honble Court to appear for them the said Stephen Popham and Charles Loyd at the Suit or instance of your Orator and to confess Judgment and allow a Decree to pass and Execution thereupon to issue immediately in due form of Law and with full effect untill payment of Debt Interest and Costs of suit were made And your Orator further sheweth that there is now due Principal and Interest on the said Bond or Obligation the sum of Five hundred and forty six Pagodas, Seventy 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

Pagoda the sum of Two hundred and eighteen Pounds twelve Shillings or thereabouts which sum Your Orator hath frequently and in an amicable manner demanded payment of

But now so it is may it please this Hon.ble Court the said Stephen Popham and Charles Loyd obstinately and wilfully refuse to pay the same or to give Your Orator any manner of satisfaction touching the premises, Your Orator therefore prays a general Relief such as to this Hon.ble Court shall appear agreeable to Equity and good conscience To the end therefore that the said Stephen Popham and Charles Loyd may upon their corporal oath full true direct and perfect answer make to all and singular the matters and things herein before set forth and 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 Five hundred and Forty six Pagodas Twenty two Fanams and Forty Cash with all such Interest as shall or may become due thereupon also all Costs of this suit

May it please this Hon.ble Court to Cause the said Stephen Popham and Charles Loyd 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 and abide by such order and decree therein as to this Hon.ble Court shall seem Meet.

Fort St. George April 20th 1792

G Chalmer
Atty for Compt.

This Bill was shewn to me in the
days of adjournment let a summon
issue returnable next Court day

Andrew Ross
Mayor

Filed 24th April 1792.

To Mr. John White One of the Attornies of the Hon.ble the Mayors Court at Madraspatnam or to any Other of the Attornies in the said Court

These are to authorize you the Attorney above Named or any Other Attorney of the Hon.ble the Mayors Court at Madraspatnam at any Court to be held after the Twenty Seventh of March Next ensuing and which Shall be in the Year of Our Lord One Thousand Seven hundred and Ninety two, to appear for us Stephen Popham and Charles Loyd of Madras Inhabitants Our heirs Executors and Administrators, or either as the Case may require at the Suit or Instant of David Young also of Madras Inhabitant his heirs, Executors, Administrators or Assigns, or any or either of them as the case may or Shall require or any Bond or written Obligation bearing even date herewith for the Penal Sum of One Thousand Star Pagodas Current Money of Madras for Securing the Certain Payment of Five Hundred Star Pagodas with Interest at the Rate of Twelve p Cent p Annum Payable in nine Months from the day of the date hereof, And for us and in Our Names or in the Name or Names of Our Heirs Executors

or

or Administrators to Confess Judgement and Suffer a Decree to pass Against Our Persons and Other Effects in default of payment of any part of the said Principal and Interest Meant and intended to be Secured by the said Bond or Written Obligation for the full Amount of the said Principal Sum of Five Hundred Star Pagodas with all Interest and Costs of Suit, and forthwith to Cause the said Decree or Judgment of the said Hon^ble the Mayors Court at Madraspatnam to be thereupon Entered Up of Record and Suffer Execution thereupon to Issue immediately in due Form of Law and with full Effect untill Payment of Debt, Interest and Costs of Suit are Made.—

And for Your so doing this Shall be to You or to either of you a full and Sufficient Warrant—

In Witness whereof We have hereunto Set Our Hands and affixed our Seals in Fort Saint George this Twenty Seventh day of June One Thousand Seven hundred and Ninety One—

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

Popham LS
Chas Loyd LS

G Chalmer
Not: Pub:

J. D. Monte

Mayors Court at Madraspatnam

Tuesday the 24th Day of April Anno Domini 1792.

Present

Andrew Ross Esquire Mayor
William Webb and Josias DuPré Porcher
Aldermen

Between David Young now at Amboor or elsewere within the Jurisdiction of this Hon^ble Court Complainant and Stephen Popham of Madras one of the Hon^ble Company's Hon^ble Court and Charles Loyd of the same place Merchant Defendants—

The Defendants by their Attorney Mr. John Wilkenson being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendants do pay unto the Complainant the full and Just Sum of Five hundred and Forty Six Pagodas Twenty Two Fanams and Forty Cash Pagodas 546: 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.

HWR

Filed the 7. Sept. 1790

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Maumbalam Rammanaidoo of Madras Inhabitant that Dandy Venkatasawmy of the same place Inhabitant Stands Indebted unto Your Orator in the full and just Sum of Three Hundred and Sixty Seven Pagodas and Six Fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Forty Six Pounds Seventeen Shillings and one Pence or thereabouts as will more fully and at large appear by Copy of an account Current and Copy of the Translation of a Mortgage Bond given and granted unto Your Orator by the said Dandy Venkatasawmy bearing date the Eight day of June which was in the Year of Our Lord One Thousand seven hundred and Eighty Eight Payable on or before the Fourth day of October next from the date thereof with Interest at the Rate of Twelve per Cent per annum hereunto annexed for the Inspection of this Honble Court both which Your Orators Prays may be Admitted as part of this his Bill of Complaint the Originals whereof being in Your Orators Possession and Ready to be produced when Required for and your Orator sheweth that it is further Covinated and agreed by the said Dandy Venkatasawmy that in case the said Sum of Money should not be discharged according to the term therein Specified for the payment thereof that Your Orator shall in such default be at liberty to sue for the same in this Honble Court by which said Agreement and Covinant Covenant of the said Dandy Venkatasawmy 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 Spirit and Construction of His late Majestys Charter now in force Respecting the Prosecution of Suits between the Natives of India in the Honble the Mayors Court And Whereas Your Orator hath frequently and in an Amicable Manner Requested payment of the said Sum of Three hundred and Thirty Seven Pagodas and Six Fanams from the said Dandy Venkatasawmy

But now so it is May it Please this Honble Court the said Dandy Venkatasawmy 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 Dandy Venkatasawmy 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 alledged as fully truely and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Three hundred and Sixty Seven Pagodas and Six Fanams together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this suit.

May it Please this Honble Court to Cause the said Dandy Venkatasawmy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the

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 1st Sept. 1790.

This Bill was shewn to me between the days of adjournment Let a summons issue Returnable Next Court Day.

Thos. Corbett
Mayor

Wm. Du Pre
Atty Compl^t.

Dr. Dandy Venkatasawmy in Account Current with Maumbalam Raumanaidoo ..... Cr.

1788 June 8	To the Amount & principal of your Mortgage Bond dated this date	290	—	By Balance Dec^r	367 6 —
1790 Aug^t 27	To Interest with^d from 8th June 1788 to this day 2 Y. 2 M. 19 D. @ 12 ℔ Cent ℔ Annum	77	6 —		
	Pay^d	367	6 —	Pay^d	367 6 —

Madras 27th August 1790

E. E.

True Copy
Wm. Du Pre
Atty Compl^t.

Translation of a Mortgage Bond dated 28th Vyaasy or 8th June 1788.

I Dandy Venkatasawmy do give this Mortgage Bond to Rayastrie Maumbalam Raumanaidoo that is to say

I have mortgaged to you the Chuttry bill of sale of Connory Shellamoodoo and the bill of sale of my Ground together with 20 Candys of Turmarick and borrowed and Received of you the sum of ₹290/ Two hundred and Ninety star Pagodas Current money of Madras which sum I do hereby engage to repay you on or before the 30th Carataasy or 10th Oct^r with all such Interest as shall or may become due thereon at the rate of 12 ℔ Cent ℔ Annum Indefault of which you are hereby empowered to recover it by prosecuting me in the Court Thus I have given this Mortgage Bond with my free will and Consent

Witnesses Sidarangapatnam Narraina Moodeliar and Sandy Chengleraya Moodeliar by their Knowledge Drawn and

Witnesses signed
Narrainan
Chengleryan

Signed by
Venkatasawmy

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

Rungnaudoo
Interpreter

True Copy
Wm. Du Pre
Atty Compl^t.

Mayors Court at
Madraspatnam

Tuesday the 24th day of April
Anno Domini 1792.

Present

Andrew Ross Esquire Mayors
William Webb and Josias Dupre Porcher
Aldermen

Between Maumbalam Rau
=maunaidoo of Madras Inhabitant
Complainant and Dandy Venca-
=cawmy of the same place Inha-
=bitant 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 do-ing. 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 Sixty Seven Pagodas and Six Fanams / Pagodas 367- 6- / 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 30th March 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth your Suppliant and daily Oratrix Margaret Bracey Executrix of John Gill late of Madras deceased That Cashavoy of Madras Conicopoly stands Justly and truly indebted unto Your Oratrix in the full and just Sum of Twenty Six Star Pagodas and thirty two fanams including interest for goods Sold and delivered him by the said John Gill in his life time as will more fully appear from inspection of the Copy of an account hereunto annexed and to which Your Oratrix or awesleave to refer the original being in the hands of Your Oratrixs Attorney at Law ready to be produced and proved when required, making into British Sterling Money at the rate of Eight Shillings for every Pagoda a Sum of Ten Pounds Thir-teen Shillings and Eight Pence or thereabouts And Your Oratrix Sheweth that she hath often and in an amicable manner as Executrix aforesaid applied to the said Cashavoy for payment of the said Sum of Twenty Six Pagodas and thirty two fanams

But now so it is may it please this Honble Court the said Cashavoy obstinately and wilfully 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 Con-science To the End therefore that the said Cashavoy 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-

purposes as if the same were here again repeated and particularly Interrogated unto and that he may be Decreed to pay unto Your Oratrix the aforesaid Sum of Twenty Six Pagodas and thirty two Fanams with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit.

May it Please this Honble Court to cause the said Cashavoy to be Summoned and required by the Sherriff 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 Oratrixes 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 10th Day of March 1792

John Wilkenson
Atty for Compt

Mayors Court at Madraspatnam

Tuesday the 24th Day of April Anno Domini 1792

Present

Andrew Ross Esquire Mayor
William Webb and Josias Dupre Porcher
Aldermen

Between Margaret Bracey Executrix of John Gill late of Madras Deceased Complainant and Cashavay of Madras Coniscoply 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 Twenty Six Pagodas and thirty two Fanams / Pagodas 26..32..-/ 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.

Dr. Cashavoy Coniscoply to the Estate of the late John Gill

1790 July 12th	To 22. Sticks of Tennore alloy Wood Sold you at the rate of One Pagoda per Stick for ready money	Pgs 22	Fd. 0
	To Int. on this Sum for 19 Mos. 26 Days at 12 pCt	4	32
		26	32

Errors Excepted this 8. March 92

/Signed/ Mary. Bracey
Executrix of the late Jno. Gill.

A true Copy
J. Wilkenson
Atty for Compt.

Filed the 8th March 1792

To the Honble the Mayor's
Court at Madraspatnam.

Humbly Complaining Sheweth unto the sad Court your Supplicant and Daily Orator Paulam Yagapah Chitty of Madras Inhabitant That on or about the fourteenth day of February in the present Year of Christ One Thousand Seven hundred and Ninety two William Moore of the same place Inhabitant and a Person Subject to the Jurisdiction of this Honble Court having represented to your Orator that he could furnish him with Six Bales of French Broad Cloth on the Eighteenth or Nineteenth day of the same Month of February at a Price then fixed agreable to and Equal in Value with Certain Musters of Cloth then and there produced by your Orator provided Your Orator would in the meantime and untill the said Eighteenth or Nineteenth day of February advance him the said William Moore a Sum of Money on account of the purchase of the same of Six Hundred Star Pagodas with which proposal of the said William Moore Your Orator being content Sheweth that he did forthwith pay to the said William Moore the said Sum of Six hundred Pagodas and did receive for the same his the said William Moore the said Sum of Six hundred Pagodas and did receive for the same his the said William Moore's Receipt in the Words and figures following to wit "Received from Paulam Yagapah Chitty the Sum of Six hundred Star Pagodas on account of Six Bales of French Broad Cloth that I promise to deliver in the Roads of Madras on the 18th or Nineteenth Instant, agreable to the musters Madras 4th Febry 92 Wm Moore" the original Receipt of which the foregoing is a true Copy being in your Orator's hands ready to be produced and proved when this Honble Court shall require And your Orator sheweth that the said William Moore did not on the said Eighteenth or Nineteenth day of February deliver or offer to deliver to your Orator the Goods Specified in his said Receipt nor hath at any time since such period offered to deliver the same or any part of the same Notwithstanding your Orator thereto frequently and after required by means whereof your Orator is greatly injured and damnified in no less than again on Trade of Twenty five per Cent with a foreign Market and for which and upwards he had actually and as a Merchant Contracted And your Orator sheweth that he hath frequently and in an amicable manner requested of the said William Moore to furnish him with the Cloths contracted for or in lieu of the same his said Principal Sum of Six hundred Pagodas and the mercantile Interest he Your Orator can prove he could have made by such Cloths if duly furnished agreable to the said herein before specified contract making a Sum of Seven hundred and fifty Pagodas or Sterling Money at the Rate of Eight Shillings for every Pagoda the sum of Nine hundred Pounds

But now so it is may it please this Honble Court that the said William Moore combining and Confederating to and with divers other Persons at present unknown to your Orator whose Names when discovered your Orator prays may be herein inserted and they made parties hereto with apt words to charge them endeavouring to wrong and

and injure your Orator in the Premises he the said William Moore peremptorily refuses to perform his said Agreement and deliver to your Orator the said Broad Cloths pursuant to the true intent and meaning of the said Agreement To the End therefore that the said William Moore and his Confederates when discovered may upon their Corporal oaths true direct and perfect Answer make to all and Singular the matters aforesaid and that as fully and particularly as if the same were here again repeated and Interrogated; and More particularly that the said William Moore may set forth and discover whether he did not enter into such Memorandum or Agreement as herein before is stated and set forth or any other and what Memorandum or Agreement and whether your Orator hath not specifically called upon him to perform the said Agreement and whether he hath not refused so to do and why and for what reason and whether he does not know that your Orator had contracted with your Orator if by him duly observed and that he may account with your Orator for the same, and that your Orator may have 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 William Moore 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

John Wilkenson
atty for Compt.

This 8th Day of March 1792

This Bill was shewn to me in the day of adjournment
let a summons issue returnable next Court day
Andrew Ross
Mayor

Mayor's Court at Madraspatnam

Tuesday the 24th Day of April Anno Domini 1792

Present

Andrew Ross Esquire Mayor
William Webb and Josias Dupre Porcher
Aldermen

Between Puniam Yagapah Chitty of Madras Inhabitant Complainant and William Moore 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 Six Hundred Star Pagodas Star Pagds 600.---/ 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.

Mur

Filed 17th April 1792.

In the Honble the Mayors Court
at Madraspatnam

In the affair of the Petition of
Sunkoo Peddah Kistnamah
Chitty in the Cause of Thomas
Chase Complainant ~~&c~~ Sun-
koo Ramah alias Chinnah
Sawmy — Defendant

The above Named Sunkoo Ramiah alias Chinna
sawmy maketh Oath and saith that some time in the Year
of Christ One Thousand Seven hundred and Seventy Seven cer-
tain Agreements were drawn and Executed Between Sunkoo
Pedda Kistnamah Chitty, Sheshachum Venkatashellum and
this Deponent of the One part and Soonkoo Chinnah Kistnamah
Chitty of the other part and this Deponent saith that one Part
thereof was in the possession of the said Soonkoo Pedda Kistnamah
Chitty and the other part in the possession of the said Soonkoo Chin
nah Kistnamah Chitty and this Deponent further saith that
one which was in the possession of Sunkoo Chinna Kistnamah
Chitty was delivered into this Honble Court with the Transl[ation]
thereof Signed by Sorbarayen the then Court Interpreter in a
certain Matter of Petition then depending before this
Honble Court Wherein Butchee Tombo Chitty and others
were Petitioners and John Pater Respondent and this
Deponent further saith that after the said Matter was

Settled

Settled the said Original Agreement and the Translation thereof
were taken from this Honble Court by the said Sunkoo Peddah Kist-
namah Chitty and are now or ought to be in his possession Custody
or Power — And this Deponent lastly saith that the said Soonkoo Chin
nah Kistnamah Chitty hath & this Deponent asked the said
Sunkoo Pedda Kistnamah Chitty for the said Original Agree-
ment and the said Translation thereof Signed by the said Sorba-
rayen which the said Soonkoo Peddah Kistnamah Chitty hath pro-
mised to deliver but he has not to this day fulfilled his Promise

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

Popham
att[y] for Resp[t]

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 24th. Day of April Anno Domini 1792—

Present

Andrew Ross Esquire Mayor

William Webb and Josias DuPre Porcher

Aldermen

Thomas Chase

Sunkoo Ramah alias Chinna Sawmy

Extracts from the Minutes of this Court of the 10th & 17th—

Instant Read—

Affidavit of Sunkoo Ramah alias Chinnah Sawmy filed last Court day Read

The Court having taken the same into Consideration are of Opinion that the Affidavit is insufficient, it is therefore Ordered that the Exhibit annexed to the Respondents Answer be expunged therefrom, and that the Respondent do pay the Costs attending the Motion— The Attorney for the Respondent prays that he may be allowed One Week to amend his answer— Ordered accordingly—

Filed the 27th. Janry 1792.

To the Honble the Mayors Court at Madraspatnam—

Between Edward Costford by his attorney Edward John Holland, Quinton Crawford by his attorney George Moubray, John Turing, Henry Crawford, Josias DuPre Porcher, Peter Bodkin, by his attornies James Innes, and Lawrence Bourdier, Agavelli Satur, Coranda Rama Chitty, Brother and Heir of Ragava Chitty by his attorney Mootal Chitty, Streeranga Rajah Cittah by his attorney Mootal Chitty, Felix Victor Amabric surviving Partner of Jaques Christophe Gauzebat, Felix Victor Amabric by his attorney Ritticit Plantavoeur by his attorney Jean Duvals and sons and Company, and Isabella Helme, by his attorneys Wilm Petrie and Charles Berry Complainants—

— Edward Jourdan Executor of Francis Jourdan Deceased Defendant.

The Humble Petition of the above named Complainant.

Sheweth

That Your Petitioner Filed a Bill of Complaint in this Honble Court on the Sixteenth day of February which was in the Year of Our Lord One Thousand Seven hundred and Eighty Eight against Edward Jourdan Executor of Francis Jourdan Deceased for the Amount of their Respective Claims as stated in their

their said Bill of Complaint to which said Bill of Complaint the said Edward Jourdan appeared and Filed his answer and did therein among other things states that he as being the Executor of the said Francis Jourdan should First receive the amount of his dem and in preference to any other Bond Creditors of equal Degree your Petitioners then that after the usual Proceedings this Honble Court was pleased to grant a Decree that the said Edward Jourdan should Pay out of the Estate and Effects of the said Francis Jourdan unto Your Petitioners the full amount of their respective Demands with Interest and Costs of Suit — For which said Decree of this Honble Court the said Edward Jourdan appealed to the Court of Appeals at Madras who was pleased to Confirm the Decree of this Honble Court for which said Decrees of this Honble Court and Court of Appeals the said Edward Jourdan appealed to this Majesty in Council —

Your Petitioners shew that by Order of His Majesty in Council bearing Date at Saint Jamis the Fifteenth day of April in the Year of Our Lord One thousand Seven hundred and Ninety One it was Ordered and Decreed that the Decree of the said Court of Appeals of the Twenty second of August One Thousand Seven hundred and Eighty Nine should be reversed and that the appellant should Come to an Account of the Testators affairs and that it should be Referred to the Master (meaning as your Petitioners suppose the Register of this Honble Court) to take an Account of what is due to the Respondents (meaning your Petitioners) and that they be paid the same in a due course of administration together with their Costs in the Courts below and that in taking the Account of affairs the Executor meaning the said Edward Jourdan be allowed to retain the Debt due to himself in preference to all other Creditors of equal Degree and to have all just allowances Amongst which are to be included the Costs of this Cause and of the Appeal and for the purposes aforesaid that all parties are to be examined upon Interrogatories and to produce upon Oath all Books Papers and Writings in their Custody or power Relative to the accounts herein before directed as by the Original order of His Most Excellent Majesty in Council herewith delivered into this Honble Court Reference being thereto had may appear —

Your Petitioners therefore most Humbly pray this Honble Court will be pleased to order and Direct the Register of this Honble Court to put in execution the said Decree of His said Majesty in Council according to the true Intent and meaning thereof and that he may be directed to summon and require Your Petitioners to attend and verify the Claims by answering such Interrogatories and producing such Proofs as are in their Power and Possession respecting the Premises, and that as the several Bonds of Your Petitioners are now among the Records of this Honble Court in the above Cause an order may pass for their being handed over to the Register in order that he may have such proof of the due Execution thereof respectively as the Nature of the case at this time will permit according to the Spirit intent and purport of the said Order of His said Majesty in Council —

Popham
Atty for
Petrs

By the Mayor's Court at Madraspatnam

To Mr. George Taylor Register of the said Court

His Majesty in Council at a Court held at St. James's on the 15th day of April which was in the Year of Our Lord 1791. having been pleased to approve and to Order to be punctually complied with and carried into Execution a Report from the Right Honorable the Lords of the Committee of Council for Hearing Appeals from the Plantations Dated the 30th Day of March then preceding in a Certain Cause wherein Edward Costford by his Attorney Edward John Holland Quinten Crawford by his attorney George Moubray John Swing Henry Crawford Josias DuPre Porcher Peter Bodkin by his Attorneys James Mnos and Lawrence Boaden Agavelly Sature Edunda Ra- -manad Chitty Partner and Heir of Ragavah Chitty by his Attorney Mootal Chitty Stone Rangah Rajah Pillah by his Attorney Mootal Chitty Felix Victor Amatrie Surviving Partiner of Jacques Christopher Guezebat and Felix Victor Amatrie by his attorney Rellict Plantamour by his attornies Jean Dervals and Sons and Company and Isabella Milne by her attornies William Petrie and Charles Binny are Complainants and Edward Sourdan Executor of Francis Sourdan Defendant which Report was made in Obedience to a Reference of His Majesty in Council of the 15th day of July 1790 and in the words and figures following to wit -

"The Lords of the Committee in Obedience to your "Majesty's said Order of Reference have this day taken the "said Petition and Appeal into Consideration and heard all "Parties therein concerned by their Counsel learned in the Law and "and do thereupon agree humbly to Report as their Opinion to "Your Majesty that the Decree of the said Court of Appeals of "the 22d of August 1789 should be Reversed, and that the Appel- "-lant should come to an account of the Testator's Assets - "and that it should be referred to the Master to take an Account of what "is due to the Respondents and that they be paid the same in a due "Course of Administration together with their Costs in the Courts be- "-low and that in taking the Account of Assets the Executor be "allowed to retain the Debt due to himself in preference to all "other Creditors of equal Degree and to have all Just Allowances "amongst which are to be included the Costs of this Cause and "of the Appeals, and for the purposes aforesaid all Parties to be Ex- "-amined upon Interrogatories, and to produce upon Oath "all Books Papers and Writings in their Custody or Power Relative "to the Accounts hereinbefore directed" and the Court not having any Officer of the Name of Master, but willing and desirous to Execute to the best of their authority the above Order of His Majesty in Council and Considering that Your Official Situation of Register of this Court renders you the most Competent Person to act in the said Office of Master and moreover this Court having great Confidence in the Care Fidelity and Circumspection of you the said George Taylor Do by these presents give to you full Power and Authority to take an Account of the Assetts of the said Testator Francis Sourdan and also what is due to the said Edward Costford & Quinten Crawford John Swing Henry Crawford Josias - DuPré Porcher, Peter Bodkin the Estate of Ragavah Chitty Stone Rangah Rajah Pillah Guezebat and Amatrie and Isabella Mylne as well on Account of their Claims as Creditors as -

as for the Cost incurred by them in their Proceedings in this Court and the Court of Appeals and to the King in Council and that in taking the account of the Affairs of the Testator you allow the Executor to Retain the Debt due to himself in preference of all other Creditors of equal Degree and to have all Just allowances among which are to be included the Costs of this Cause and of the Appeals, and for the purpose aforesaid you are hereby empowered and Required to Summon all Parties before You and to Examine them upon Interrogatories, such as may be delivered to you by the Parties in this Cause or any of them or their Agents or Attornies on their behalf or such other behalf or such other Interrogatories as may in Your Judgment lead to the proof of the respective Claims of the said Creditors on the Estate of the said Francis Swordan and the better to enable you to Report on their respective Claims You are to Require all the said Creditors to appear before You by themselves their Agents or Attornies and to produce upon Oath all Bonds Books Papers and Writings in their Custody or Power relative to their Accounts against the said Testator and the Examination of such Witnesses you are to take in Writing and return the same to this Court under Your hand and Seal on or before the Twenty First day of August Next together with the Interrogatories aforesaid and the Bond Books Papers or Writings relating to the Premises and this Commission but before you proceed to Examine any Witness as you are to take such Oath as is hereafter mentioned and you are to Cause such Clerk or Clerk Interpreter or Interpreters as you shall Employ under You to take such Oaths as are hereafter mentioned to be the

the Oath for the Clerks and Interpreters to take and you are hereby directed to see such Oaths administered before the Mayor or one of the Judges of this Court Given under the Seal of the said Court and under the Hands and Seals of Andrew Ross Esquire Mayor of Madraspatnam and of Mr. John Mitford one of the Aldermen of Madraspatnam this 4th day of July Anno Domini 1792.—

Andrew Ross — Mayor of Madraspatnam (LS)

Jno. Mitford — One of the Aldermen of Madraspatnam (LS)

Filed 1st May 1792.

In the Honble the Mayor's Court at Madraspatnam

In the Cause wherein James Mac Donald is Complainant and John Joseph Hall is the Defendant

John Wilkenson the Attorney for the Complainant in the above Cause Maketh Oath and Saith That the Complainant in the said Cause declared to the Deponent That he was under the necessity of going to sea on Saturday the Twenty first day of April last and therefore directed this Deponent to immediately prepar a Bill of Complaint against the above Defendant as also an affidavit for him to swear to his Debt. This Deponent saith that he did draw such Bill of Complaint and affidavit in the forenoon of the said Saturday and believes the said Defendant did Swear to such affidavit

affidavit and that he did immediately afterwards on the same day go on Board Ship and depart from Madras and this Deponent saith that the Bill of Complaint which is long and of necessity very special being in the Nature of a Bill of discovery though drawn By this Deponent by Eleven o'clock of the said forenoon of Saturday was not fair Copied by his Clerk Early Enough to file on the same day the affidavit was sworn, by which means the Bill tho' finished in that day was not filed untill the next following Court day Tuesday the Twenty fourth day of the said Month of April

John Wilkenson

Sworn in Court this 1st day of May 1792

G. Taylor
Regr

Filed in Court the 24th April 1792

In the Hon.ble the Mayors Court at Madraspatnam

Between James Macdonald of Madras Mariner Complainant and John Joseph Hall at present of the same place Gentleman Defendt

The affidavit of James Macdonald the above Named Complainant

This Deponent Maketh Oath and saith that the above Named John Joseph Hall stands Justly and truly indebted unto this Deponent in the full and Just Sum of One Hundred Ninety Eight Star Pagodas Forty One Fanams and Twenty Cash —

James Macdonald

Sworn to before me this 24th day of April 1792

John Wilkenson
atty for Compt.

Andrew Ross
Mayor

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 1st Day of May Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor

Henry Richley Michell and Benjamin Roebuck

Aldermen

James Mac Donald
versus
John Joseph Hall

Summons Returned Served — The Defendant appears by his Attornies Messrs James Stuart Hall and John Hamilton — to which the Attorney for the Complainant Objects Oath having been made to the Debt and no Bail The Attornies for the Defendant observe that the Affidavit is irregular the same having been Sworn to three days anticedant to any Cause being in Court The Court having taken the same into Consideration it is Ordered that the objections of the Attorney for the Complainant be over ruled Affidavit

of Mr John Wilkenson attorney for the Complainant Sworn
to in Court read and filed this day Warrant of Arrest pray-
ed for — Ordered that the Motion be overruled — The Mayor
Dissents to the Resolution of the Court being of Opinion that
the Affidavit of the Attorney has cured whatever irregu
larity might have been in the Affidavit being Sworn
to three days prior to the filing of the Bill — Bail prayed
upon Oath being made to the Debt Ordered accordingly —

Filed 25th Janry 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator James Austen of Fort Saint George Mer-
chant that Simon De Silva of the same Place Inhabitant
stands justly and truly indebted unto Your Orator in the Sum
and Just Sum of forty Two Pagodas and fourteen Fanames
Current Money of Madras Making into Sterling Money
of Great Britain at the rate of Eight Shillings and five
Pence or thereabouts as will more fully and at large appear
by the Copies of a Bill for Goods Wares and Merchandise
sold and delivered by Your Orator unto the said Simon De
Silva / and an Account hereunto Annexed for the inspection
of this Honble Court which Your Orator begs leave to refer
to and prays the same may be taken as part of this his Bill
of Complainant 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 an amicable manner
requested

requested payment from the said Simon De Silva of the
said Sum of Forty two Pagodas and fourteen Fanames —

But now so it is may it please this
Honble Court the said Simon De Silva 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 and as to this Honble Court shall appear a-
greable to Equity and Good Conscience. To the End therefore
that the said Simon De Silva 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 unto and that he may be Decreed to pay unto
your Orator the aforesaid Sum of Forty two Pagodas and
fourteen Fanams with all such Interest as now is or shall
hereafter become due thereon as also all Costs of this Suit —

May it Please this Honble Court to Cause
the said Simon De Silva 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.

John Wilkenson
Attor Compt

This 25th Day of January 1792
This Bill was shewn to me in the days
of Imprisonment let a Summons Issue returnable
Next Court day — Andrew Ross
Mayor

Simon De Silva ..... Dr
P. F. Pr.

To six Cases of Gin ..... 30 -- --

To 2 Kippas of Hampshire Bacon weight 40 Pounds @ 12 fanl. ..... } 9 30 --

Bagd.. 39 30 --

Fort St George
July 1791 -

E E & ff (Signed) Ja. Austen.

A true Copy

John Wilkenson
Attz for Compt.

Dr. Simon De Silva in account with James Austen Cr.

1791				1792				
July 1st	To the Amount of your Bill of this Days date	39	30 --	Janry 20th	By Balance due	42	14 --
1792 Janry 20th	To Interest md. from July 1st. 91. to this day being 6 Months and 20 Days at 12 p Cent p annum	2	29 --				
	Pagodas	42	14 --		Pagodas	42	14 --

Madras 25th January 1792

E. E. & ff (Signed) James Austen

A true Copy

John Wilkenson
Attz for Compt.

Mayors Courtat Tuesday the 1st Day of May
Madraspatnam Anno Domini 1792-

Present

Andrew Ross Esquire Mayor
Henry Chichley Mitchell and Benjamin Roebuck
Aldermen

Between James Austen of Fort Saint George Merchant Complainant and Simon De Silva 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 Forty two Pagodas and fourteen Fanams (Pagodas 42 - 14 -) 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 4th Jan.y 1790

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Nathaniel Edward Kindersly
of Fort Saint George Esquire Administrator of all and Sin-
gular the Goods Chattels Credits Rights and Effects of Daw-
-sonne Drake Deceased Unadministered by Nathaniel Bar-
-low Deceased that Dawallajee Mastree of Madras Merchant
Stands Indebted unto Your Orator as Administrator as afore-
-said in the full and Just Sum of One hundred and Seventy
two Pagodas Thirty Two Fanams and Seventy Cash Current
money of Madras making in Sterling Money of Great
Britain at the Rate of Eight Shillings Sixteen Pence
the Sum of Sixty Nine Pounds One Shillings and ten Pence
or there abouts as will more fully and at Large appear by
Copy of an Account Current and also by Copy of a Bond or
obligation given and Granted unto the said Deceased Daw-
-sonne Drake in his life time by the said Dawallajee Mas-
-tree on the Thirtieth Day of August which was in the
Year of Our Lord One Thousand Seven hundred and
Seventy Two Payable on demand with Interest at the
rate of ten p.Cent p. Annum hereunto Annexed for the
Inspection of this Honble Court both which Your Orator
Prays may be Admitted as part of this his Bill of Compl.t
the Original whereof being in Your Orator's Possession
and Ready to be Produced when Required And Whereas
Your

your Orator hath frequently and in an Amicable Manner
Requested Payment of the said Sum of One hundred and
Seventy Two Pagodas Thirty Two fanams and Seventy Cash
from the said Dawallajee Mastree

But now so it is May it Please this Honble
Court the said Dawallajee Mastree 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 Dawallajee Mastree 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 Alleged as fully Truely and Distinctly
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 as Administrator as aforesaid
the aforesaid sum of One Hundred and Seventy Two Pagodas
Thirty two fanams and Seventy 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 Dawallajee Mastree 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
Court Prefixed and Appointed then and there to Answer
this Your Orator's Bill of Complaint and further to stand
to

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

Sly DuPuy
Attys Compl.t

Know all Men by these presents, that I Dwallajee of Madras Merchant am held and firmley bound unto Dawsonne Drake Esquire of the said Place Merchant in the Penal Sum of Five hundred Twenty Pagodas Current of Madras to the payment whereof well and truely to be made to the said Dawsonne Drake Esq.r 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 Fort St.t George this Thirteeth day of August in the Year One Thousand Seven Hundred and Twenty Two.

Whereas the above bound Dwallajee hath borrowed and Received of the above named Dawsonne Drake Esq.r the full and just Sum of Two hundred Sixty Pagodas Current of Madras to him at Interest at the rate of Ten 10 per Cent per Annum Payable on Demand.

Now the Condition of this Obligaton is such, that if the above bound Dwallajee his heirs, Executors, Administrators, or Assigns, shall well and truely pay or cause to be paid unto Dawsonne Drake Esq.r his heirs, Executors, administrators, or Assigns, the full and just Sum of Two Hundred Sixty Pagodas Current of Madras together with such Interest as shall or may become due thereupon, then this Obligation to be void and of no Effects otherwise to continue in full Force and Virtue

Signed, Sealed and delivered where no stampt paper is to be had in the Presence of - - - - - - - -

L.S.

వెం కృష్ణ మూర్తి

true Copy
Sly DuPuy
Attys Compl.t

Dr Dawsonne Drake Esq.r in Account Current with the Estate of Dawsonne Drake Decd Cr

1722 Aug.t 13 By Cash Received in part of Dwallajee Merchant's Bill of Exchange for 200 Pags 200 0 0
1723 Aug.t 31 By Interest on 260 Pags from the 13th Aug.t 1722 to the 31st Aug.t 1723 at 10 per Cent 26 0 0
By Balance 34 0 0
260 0 0

1723 Aug.t 31 To Balance 34 0 0

Errors Excepted
Fort St George 31st Aug.t 1723
Jno Horsley
Jno Pybus
Wm Dixon
Commissioners

Filed the 8th June 1790

The amended answer of

Davaltajee Mastree of Madras Merchant Defendant to the Bill of Complaint of Nathaniel Edward Kindersley of Lincolns Inn George Esquire Administrator of all and singular the Goods and Chattles of Dawsonne Drake Deceased Unadministered by Nathaniel Barlow Deceased 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 Insufficiencies and Imperfections in the Complainants said Bill of Complaint contained for answer thereunto or unto so much thereof as this Defendant is advised is material or necessary for him to make answer unto answereth and saith that he denies being indebted unto the Complainant in the Sum of One hundred and Seventy two pagodas thirty two Fanams and Seventy Cash Current Money of Madras as is most unjustly charged by the Complainant in his said Bill of Complaint and the Account Current thereunto annexed or in any other Sum or Sums of Money whatever and by way of Shewing to the satisfaction of this Honble Court with how little Reason the Complainant hath instituted his present Suit against this Defendant he prays leave to state the following facts to wit on the month thirtieth day of august in the Year One Thousand Seven hundred and Seventy two this Defendant purchased of the abovenamed Dawsonne Drake through the means of One Moorty Venkatachellum a quantity of Coloured Ribbands for the Sum of two hundred and Sixty Pagodas and for which this defendant gave his Bond or Obligation Copy of which is annexed to the Complainants Bill of Complaint this defendant further saith that after the Execution of the said Bond or Obligation he did on or about the thirty first day of march in the year of Our Lord One Thousand Seven hundred and Seventy four pay to the said Dawsonne Drake by the means of the said Moorty Venkatachellum in part of the said Bond the Sum of two hundred and Eighty pagodas thirty nine Fanams and Sixty Cash for which Sum the Complainant has given this defendant Credit in the Account Current annexed to his said Bill of Complaint and this defendant further saith that he did again on the twelfth day of August in the same said Year of Christ One Thousand Seven hundred and Seventy four also pay unto the said Dawsonne Drake the remaining Ballance principal and Interest due on the said Bond and which said Ballance this Defendant saith was paid to the said Dawsonne Drake by this Defendants Servant at his the said Dawsonne Drakes House at the Luz on which this Defendants said Servant did demand from the said Dawsonne Drake a deliver of his Bond that is to say the Bond now in Litigation and the said Dawsonne Drake did desire him to call in two or three days with Moorty Venkatachellum that he would then deliver the same but this Defendant saith that before he could speak with the said Moorty Venkatachellum in the Subject Some of this Defendants Creditors sued him

him in this Honble Court and obtained Warrants of arrest against him which induced him to abscond from Madras until the year One Thousand Seven hundred and Eighty four when this Defendant obtaining a Letter of Licence from his Creditors returned again to Madras and this Defendant further saith that previous to his obtaining the said Letter of Licence and before he could obtain the said Bond the said Dawsonne Drake departed this Life.—

All which Matters and things this Defendant is Ready and willing to aver verify maintain and prove as this Honble Court shall be pleased to direct and therefore most humbly prays that the said Bond might be delivered over to him to be cancelled, and that he be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained.—

A True Translation
as near as can be from the
Malabar language
Ranganaudoorn
Interpreter

(Signed) Sake Dawaljee

D. Stuart Hall
Atty for Defendant

Filed 16th Augt 1791.

The Replication of Nathaniel Edward Kindersley Administrator to the Estate and Effects of Dawsonne Drake Deceased Unadministered by Nathaniel Barlow Decased Complainant and Davaljee Master Defendant.—

The said Repliant saving to himself all advantage of Exception to the Defendants said Answer for

replication thereunto saith that all and every the matters and things in and by his said Bill of Complaint already said he will Justify maintain and prove to be good Certain and sufficient in the Law to be answered unto in such manner as the same are therein or thereby Set forth and Declared and that the answer of the said Defendant is untrue and insufficient in the Law to be by this Repliant Replied unto for divers manifest imperfections and uncertainties therein contained and this Repliant Saith that the Defendant ought to stand Justly and truly indebted unto this Repliant in the full and just Sum of One Hundred and Seventy two Pagodas Thirty two fanams and Seventy Cash as the same is Stated in this Repliants Bill of Complaint.—

All which Matters and Things this Repliant is ready to Aver maintain and prove as this Honble Court shall award and humbly prays as in and by his said Bill he hath already prayed.—

Wm Dis Pury
Atty Repl.t

Filed the 4th Octr 1791

The General Rejoinder of Davaljee master of Madras Inhabitant Defendant to the General Replication of Nathaniel Edward Kindersley Administrator of Dawsonne Drake deceased Unadministered by Nathaniel Barlow Deceased Compl.t

This Defendent now and at all times hereafter saving

Saving and Reserving unto himself all and all manner of benefit and advantage of Exception to the many Errors Uncertainties Untruths Insufficiencies and Imperfection in the Complainants Said Amended Replication Contained for Rejoinder thereunto Saith that he will ever Maintain and prove all and Singular the Matters and things Contained in this Defendants answer to be good Certain True and Sufficient in the Law to be replied unto in Such Manner and Form as the same is therein and thereby Setforth and alledged and that the said Replication is very untrue Evasive and Insufficient for this Defendants to make any Further or Other Answer thereunto Except what he have before in his answer Setforth—

All which matters and things this Defendant is ready and willing to verify maintain and prove as this Honble Court Shall direct and most humbly pray as in and by his Said Answer he has already Prayed—

Stuart Hall for himself & John Hamilton } Solrs for Defts

Interrogatories to be administered to all the Witnesses as shall be produced sworn, and examined, on the part and behalf of the Complainant in a Cause now depending in the Honble the Mayors Court ale Nassrapatnam wherein Nathaniel Barlow deceased Executor of the Estate and Effect of Dawsonne Drake deceased Unadministered by Nathaniel Barlow deceased is Complainant, and Dwarkjee Mastry is Defendant.

On the part and behalf of the Complainant.

Interrogatory To all the Witnesses and

1st. Do You or do You not know the parties Complainant and Defendant in this Cause and in the Title to these Interrogatories named? if yea how long have you or known them or either and which of them Setforth and Declare—

Interrogatory To Veeraswamy Naick and Sadasevah Moodely

2nd. What is Your Occupation or imployment were you in the Service of any person and whom by name in the year of Our Lord One Thousand Seven hundred and eighty nine and in whose employment have You Continued Since that period? Look at the paper writing now produced and Shewn to you at this the time of Your examination Marked with the Letter A and purporting to be a Bond or Obligation from the Defendant in the Title of these Interrogatories to Dawsonne Drake above named for the Sum of Two Hundred and Sixty Pagodas and bearing date the Thirteenth day of August One Thousand Seven hundred and Seventy two! when did you first see the said Bond as you now best Recollect! and had you the same at any time and when in Your possession, and for what purpose? Did You at any time or times and when particularly and how often as you now best Recollect. Apply to any person and to whom by name for the payment of any Sum of Money and how much as being the balance due upon the said Bond if yea did the person of whom you demanded such Balance pay the same or how otherwise

otherwise to Declare —

Interrogatory 3rd to Sadaseevah Moodely ..... Have you ever seen and inspected the Cash Books of Dawsonne Drake deceased in the title of these Interrogatories named? if you were the said Books regularly kept? when did you last See or Examine the said Books of Account of the said Dawsonne Drake Does there any and what Sum of Money appear upon the said Books of the said Dawsonne Drake deceased as being a balance due to the said Deceased from the Defendant in the title of these Interrogatories. If Yea Do you or do You not believe and for what cause or Reason that such balance is now actually due and owing to the said deceased. Set forth according to the best of your Knowledge belief and the truth herein declare —

Interrogatory 4th to all the Witnesses ..... Do you know or can you Say any other matter or thing Material for the Complainant in this Cause if so set forth the same as You know, have been informed or do believe, with the reasons of such your knowledge or belief

H. J. Dias Pitts

P. Williams

Attornies for Compt.

Know all Men by these Presents, that I Davallyee of Madras Merchant am held and firmly bound unto Dawsonne Drake Esq.r of the said Place Merchant in the Penal sum of Five hundred Twenty Pagodas Current of Madras to the payment where of well and truely to be made to the said Dawsonne Drake Esq.r his heirs Executors, Administrators, or Assigns, I do hereby bind myself my heirs, Executors and administrators firmly by these Presents. In Witness where of I have hereunto set my Hand & Seal in Fort St. George this Thirteenth day of August in the year One Thousand Seven Hundred and Seventy Two

Whereas the above bound Davallyee hath borrowed and received of the above named Dawsonne Drake Esq.r the full and just sum of Two hundred Sixty Pagodas Current of Madras to run at interest at the Rate of Ten ⅌ per Cent per Annum Payable on Demand

Now the Condition of this Obligation is such, that if the above bound Davallyee his heirs, Executors, Administrators, or Assigns, shall well and truely pay or cause to be paid unto Dawsonne Drake Esq.r his heirs, Executors, Administrators, or Assigns, the full and just Sum of Two hundred Sixty Pagodas Current of Madras together with such Interest as shall or may become due thereupon, then this Obligation to be void and of no Effect, otherwise to continue in full Force and Virtue —

Signed, Sealed and delivered Where no stamp'd paper is to be had in the Presence of

L. S.

This Exhibit marked A was shewn to Ateraufoolee Nauck and Sadaseevah Moodelly at the respective times of their Examination before me on the Part of the Complainant in a Certain

a Certain Cause now depending in the Hon^ble the Mayors Court at Madraspatnam wherein Nathaniel Edward Kindersley Admr to the Estate and Effects of Dawsonne Drake Deceased Unadministered by Nathaniel Barlow deceased is Complainant & Davaljee Mastry is Defendant was on the 3^d 6^th day of February Anno Domini 1792—

Thos Carry
Exm^r

Mayor's Court at Madraspatnam

Between Nathaniel Edw^d Kindersley Administrator of the Estate and Effects of Dawsonne Drake deceased Unadministered by Nathaniel Barlow deceased is Complainant and Davaljee Mastry is Defendant.—

On the part of the Complainant

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

Aderausooloo Naick Dubash Inhabitant of Madras Aged Thirty five years or thereabouts being produced as Witness in the Cause On the Part of the Complainant was on the sixth day of February One thousand Seven hundred & Ninety two Signified at the Office of Messrs Hall and Hamilton who are Attornies for the Defendant by Casavah my Servant 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 and Examined Deposeth as followeth.—

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Nathaniel Edward Kindersley in this Cause and that he hath so known him Twelve or Thirteen years and that he doth know the Defendant Davaljee Mastry in this Cause and that he hath so known him Twenty years or thereabout and more he saith not to this first Interrogatory.—

2d To the 2d Interrogatory this Deponent saith that he is Dubash to Mr Kindersley and that he was in his service in the Year One Thousand Seven hundred and Eighty nine and has Continued in it since that time. This Deponent hath looked at the paper writing now produced and shewn to him at this the time of his Examination marked with the Letter A purporting to be a Bond or Obligation from the Defendant to Dawsonne Drake deceased for the Sum of Two hundred and Sixty Pagodas and bearing date the thirteenth day of August One Thousand Seven hundred and Seventy two. This Deponent says that he first saw the said Bond some time in the Year One Thousand Seven hundred and eighty nine and that he had the same in his possession in the Year one Thousand Seven hundred and eighty Nine for the purpose of keeping it in security. This Deponent saith that he sent one of Mr Kindersley Servants at two different time to the Defendant to demand payment of the Sum of Fifty Pagodas and odd Principal and the Interest due thereon as the balance owing on the said Bond. This Deponent saith that the Defendant did not pay the said demand but sent word to this Deponent that he had already discharged it by paying the amount into the hands of Veneatachellum Mordelly Writer or Dubash to Mr Drake. and more he saith not to this Second Interrogatory.—

3d To

To the last Interrogatory this Deponent saith that in a Conversation he had with the Defendant he observed to the Defendant that it was absurd to pretend that he had discharged the balance before mentioned without he could produce Vouchers to prove that he had so done whilst the Bond remained undischarged in the hands of the Complainant and he further intimated to the Defendant that if he still presisted to refuse payment that Mr Kinderley the Complainant would prosecute him in the Mayor's Court for the recovery of the said demand and for which purpose the said Complainant had delivered the Bond to Mr Depiny one of the Attornies in the said Court with directions to take the necessary steps to enforce Payment In consequence of which the Defendant after some Hesitation requested this Deponent to intercede with [illegible] Master the Complainant to give up the Interest due on the aforesaid balance, in which Case the Defendant promised to discharge the Balance of Principal remaining due on the beforementioned Bond This Deponent acquainted Mr Kinderley the Complainant with the proposal made to him by the Defendant but he the said Complainant said he could not comply with the request of the Defendant— and more he saith not to this last Interrogatory. —— అతడు ప్రశ్న ——

Tho.s Parry
Ex.r

Mayor's Court at
Madraspatnam

Between Nathaniel Edward Kinderley
Administrator of the Estate and Effects of
Dawsone Drake Deceased Unadminis
tered by Nathaniel Barlow Deceased is
Complainant and Davajee Mastry is
Defendant.

On the Part of the Complainant

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

Sadasevah Moodely Writer of Madras Aged Forty four Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the third day of February One Thousand seven hundred and Ninety two Signified at the Office of Messrs Hall and Hamilton who are Attornies for the Defendant by Caswah my servant 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 and Examined Deposeth as followeth —

1st. To the first Interrogatory this Deponent saith that he doth know the Complainant Nathaniel Edward Kinderley in this Cause and that he hath so known him about five Years — and that he doth know the Defendant Davajee Mastry in this Cause — and that he hath so known him about Twenty Years and more he saith not to this first Interrogatory —

2nd. To the Second Interrogatory this Deponent saith that his Occupation or Employment is that of a Writer, and that he was in the Service of the Complainant in the Year One Thousand Seven hundred and Eighty Nine — and that he has remained in his Service since that time This Deponent hath looked at the Paper writing now produced and shewn to him at the time of his —

his Caution marked with the Letter A and purporting to be a Bond or obligation from the Defendant to Dawsonne Drake a bovenamed for the Sum of Two hundred and sixty Pagodas bearing date the thirtieth day of August One Thousand seven hundred and seventy two and says that the first time he saw the said Bond was some time in the Year One thousand seven hundred and eighty nine it was never in his Possession but in the hands of Veteransoolo Naick Mr Kindersey Dubash This Deponent saith that he did not at any time apply to any Person for the payment of any Sum of Money as being the balance due on the said Bond and more he saith not to this second Interrogatory.

5th ..... To the third Interrogatory this Deponent saith that he hath seen and inspected the Cash Books of Dawsonne Drake dece and that they were regularly kept. This Deponent saith that the last time he examined the Books of the said Dawsonne Drake was in the Month of January last and that there appeared by the said Books of the said Dawsonne Drake a balance of Principal due to the said Dawsonne Drake amounting to fifty one Pagodas and upwards from the Defendant This Deponent saith that he verily believes the said Balance is now actually due and owing to the said deceased and that he is induced so to believe because there appear in the said Books Two hundred and eight Pagodas and odd fanams to the Credit of the said Defendant and to his Debit as lent him on Bond Two hundred and sixty Pagodas and because the said Bond is now in the possession of the Complainant undischarged and more he saith not to this third Interrog

To the Last Interrogatory this Deponent saith that some time ago Veteransoolo Naick Dubash to Mr Kindersley did send for the Defendant and required him to discharge the amount of the Bond in question which he refused to do saying that he had already discharged the said Bond by paying the amount thereof into the hands of Venkatachellum Dubash to Mr Drake upon which the said Veteransoolo Naick told the Defendant that it was absurd in him to pretend he had paid the Bond without producing some Voucher of his having done so when the Bond was still in the possession of the Complainant undischarged The Defendant then requested the said Veteransoolo Naick to intercede with this Master Mr Kindersley to give up the Interest due on the Bond and that he would willing discharged the Balance of Principal unpaid and more he saith not to this last Interrogatory.

Tho.s Barry Ex.r

Sadasevah Moodaly

Interrogatories to be Administered to Such Witnesses as shall be Produced Sworn and Examined in a certain Cause Now Depending and at Issue in the Honble the Mayors Court at Madraspatnam Wherein Nathaniel Edward Kindersley Administrator of the Estate and Effects of Dawsonne Drake Deceased is Complainant and Davadjee Mastry is Defendant.

To all the Witnesses Interrogatory 1st } Do you know the Parties Complainant Defendant and Dawsonne Drake Deceased If yea how long have You so known them or either and which of them Declare

To Mamodah Saib Mastry Interrogatory 2nd } Were you or were you not some time ago and when employed by the Defendant in the Settle of This Interrogatories

Interrogatories Named If you how long did You Continue in his Service were you or were you not desired by the Defendant in the Curse of the time you were so Employed under him or at some and what other time to go to Dawsonne Drake and Pay to him a Certain and what Sum of Money If you or what Account was the Same so paid to whom did you pay the same to was or was not Some Person or Persons whom by Name Present at the time You paid the same do you Know or Can you Set forth the Particular time the said Sum was paid — and did you or did You not Demand the Delivery of a Paper or Some other and what Writing of whom you demanded the Same and what was the Answer given to You and by whom Declare —

To Venkataramea Chitty Interrogatory 3d } Did or did not the Defendant Conceal himself If you for what Lenght of time what was the Cause or motive of his Concealment was or was not a Letter of Licence obtained by the Defendant from his Creditors and when did he appear in Publick and have Recess to his Business Declare —

To Thomas Ledsham Interrogatory 4th } Was or was not a Warrant of Arrest put into your Hands against the Defendant in the Title of these Interrogatories Named If you at whose Suit how long have you had the said Warrant in Your Possession did You Execute the same If nay why not and when did you Return the same Declare —

To the Last Interrogatory } Do You Know of any other matter or thing that may tend to the benefit and advantage of the Defendant in this Title of these Interrogatories named If you Declare the same as you Know have heard and do believe, together with the reasons of such your belief as if you had been thereunto Particularly Interrogated —

Int. Hamilton for Self
& for Jas Stuart Hall
Attys for Defts

Mayor's Court at
Madraspatnam

Between Nathaniel Edward Kindersley Administrator of the Estate and Effects of Dawsonne Drake Deceased is Complainant and Dawajee Mastry is Defendt.

On the Part of the Defendant

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

Mamodah Saib Mastry Taylor Inhabitant of Madras Aged Fifty one years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant, was on the fourteenth day of January, One Thousand Seven hundred and Ninety two Signified at the office of Mr Henry Dudley who is Attorney for the Complainant by Cawash my Interpreter, and after 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 does not know the Complainant Nathaniel Edward Kindersley in this Cause — but that he does know the Defendant Dawajee Mastry in this Cause, and that he hath so known him from his this Deponents Infancy and that he did also know Dawsonne Drake in this Cause about thirty Years ago — and more he saith not to this first Interrogatory —

2d ..... To the Second Interrogatory this Deponent saith that he was employed by the Defendant about thirty three Years ago and that he left his service about seven or Eight Years ago. This Deponent saith that he was desired by the said Defendant — some time in the Month of August One Thousand seven hundred and seventy four to go to Dawsonne Drake and pay —

pay to him a Sum of Ninety Pagodas or thereabouts — This — Deponent saith that he paid the said Money into the hands of the said Dawsonne Drake on account of a balance of Principal and Interest due to him by the Defendant on his bond for Two hundred Pagodas and upwards — This Deponent saith that there were two Dubashes present at the time he paid the said Money — but he does not recollect thier Names This Deponent saith that he did demand of the said Dawsonne Drake the Bond abovementioned executed by the said Defendant, to which the said Dawsonne Drake replied that as his Writer named Venkatachellum Moodelly was not present at that time, he desired this Deponent to come to him the next Day — In consequence of which this Deponent required the said Dawsonne Drake would grant him a receipt for the above sum of Ninety odd Pagodas to which he observed that there was no occasion for a receipt but that he would deliver the Defendants Bond the next day The Deponent further saeth that he did in consequence of the promise of the said Dawsonne Drake to deliver the Bond abovementioned the next day wait on him for the purpose of receiving the same, when he desired this Deponent to go and bring his Writer Venkatachellum beforementioned to him, accordingly he went to the said Venkatachellum who was at that time confined to his House by a Fever and Swelling in his Leg who said he was not able at that time to comply with his Masters order, but promised to do so, as soon as he recovered — and more he saith not to this or to the last Interrogatory —

Sworn

Thos. Parry
Cont.

Mayors Court at
Madraspatnam

Between Nathaniel Edward Kinderley Administrator of the Estate and Effect of Dawsonne Drake is Complainant and Davajee Mastry is Defendant

On the Part of the Defendant.

Depositions of Witness taken in this Cause Ex parte before the Examination in this Court as followeth —

Vencataramah Chitty Broker Inhabitant of Madras aged forty six years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the Twenty third day of January One thousand seven hundred and Ninety two Signified at the Office of Mr. Henry Du Pui who is Attorney for the Complainant by Casawah 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 follow the —

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Nathaniel Edward Kinderley in this Cause and that he hath so known him two Years or thereabouts and that he doth know the Defendant Davajee Mastry in this Cause — and that he hath so known him Thirty Years or thereabouts and that he did also know Dawsonne Drake in this Cause Thirty Years ago and more he saith not to this first Interrogatory —

3d ..... To the third Interrogatory this Deponent saith that the Defendant did conceal himself some time about the Year One Thousand Seven hundred and seventy Four or One Thousand Seven —

seven hundred & twenty five and remained in Concealment seven or eight Years This Deponent saith that the Defendant concealed himself in consequence of a Suit Commenced against him by an Armenian Merchant named Cojà Philips. This Deponent saith that the Defendant did obtain a Letter of Licence from his Creditors, and that he did appear in Public about a week after he had obtained it and practised his business as before — and more he saith not to this third Interrogatory —

To the last Interrogatory this Deponent saith that the Defendant did execute a Bond to Mr. Dawsonne Drake for the Sum of Two hundred and odd Pagodas, in part of which the Defendant paid a Certain Sum of Money, so that there remained a balance due to Mr. Dawsonne Drake of ninety Pagodas and odd for Principal and Interest which the Defendant sent by this Deponent in conjunction with one Mahomed Saib — and this Deponent further saith that the said Sum was paid by them into the hands of the said Dawsonne Drake and that he this Deponent and the said Mahomed Saib did at the same time demand from the said Dawsonne Drake the Bond beforementioned executed by the Defendant which he promised to give up as soon as he Writer Veneatachellum Moodelly would come to him — In consequence of which this Deponent and the said Mahomed Saib went to Dawsonne Drake three or four different times, but were not able to get from him the said Bond owing to the indisposition of the Writer Veneatachellum beforementioned. In the meantime the Defendant was obliged to conceal himself owing to the prosecution of Cojà Philips herein

herein beforementioned — and more he saith not to this last Interrogatory —

Sworn at the Mayor's Court at Madraspatnam

Sworn Before Parry Esq.

Mayor's Court at Madraspatnam

Between Nathaniel Edward Kindersly Administrator of the Estate and Effects of Dawsonne Drake Deceased in Complainant — and Davajee Mastry is — 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 Ledsham Deputy Sheriff of Fort Saint George Aged Forty Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the first day February One Thousand Seven hundred and Ninety two signified at the Office Messrs. DuPuy and Williams — who are Attornies for the Complainant by Casavah my Servant 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 —

being sworn and Examined Deposeth as followeth —

7th ..... To the first Interrogatory this Deponent saith that he does know Nathaniel Edward Kindersey the Complainant in this Cause and that he hath so known him about nine or ten Years — and that he has seen a Person who he was informed was Dawaljee Mastry the Defendant in this Cause but that he does not recollect that he ever saw Dawsonne Drake in this Cause — and more he saith not to this first Interrogatory —

8th 4th ..... To the fourth Interrogatory this Deponent saith that a Warrant of Arrest was put into his Hands against the Defendant at the Suit of Denis Philippus Calendar sometime in the Years of our Lord One Thousand Seven hundred and eighty one or One Thousand seven hundred and eighty two and that the same was in his possession a considerable time but how long he does not recollect exactly this Deponent saith that he frequently attempted to execute the said Warrant, but without success not being able to find the Defendant, but this Deponent saith he doth not recollect the time the Warrant was returned into Court — and more he saith not to this or to the last Interrogatory —

Jno. Parry Esq.

Jno. Ledsham

Mayors Court at Madraspatnam

Tuesday the 4th Day of May Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and Benjamin Roebuck Aldermen

Between Nathaniel Edward Kindersley of Fort Saint George Esquire Administrator of Dawsonne Drake Deceased Administered by Nathaniel Barlow Deceased Complainant and Dawaljee Mastree of Madras Merchant Defendant.

This Cause coming on to be Heard and Debate this Day in the presence of the Attornies on both Sides, on Reading the Complainants Bill with the Copy of an Account Current and Copy of a Bond or Obligation annexed, the Defendants Amended Answer the Replication, the General Rejoinder, the Interrogatories and Depositions on the part of the Complainant with an Original Bond Marked A annexed the Interrogatories and Depositions on the part of the Defendant On Hearing the Pleadings made use of by the Attornies and on due Consideration

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.

Hur

Filed the 8th Oct. 1791

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Nelson in the Military Service of the Honble United Company of Merchants of England trading to the East Indies Under their Presidency of Fort Saint George, That Whereas some time or about the Month of February which was in the Year One Thousand Seven hundred and eighty six Your Orator having then Occasion for a Sum of Money to discharge certain pecuniary demands that were made upon him, did apply to Lieutenant Colonel Joseph Moorhouse deceased, also in the Service of the said Honble Company to supply him therewith. And Your Orator Sheweth that having on every Occasion met with the Strongest Support from the said Lieutenant Colonel Joseph Moorhouse Your Orator did consider him as his Chief Patron and Benefactor, and therefore Your Orator expected that he would readily have acceded to his Request Your Orator however Sheweth that the said Lieutenant Colonel Joseph Moorhouse did then state that all the Funds he had in his Possession were intended for the Purchase of Bond of the Honble Company which he then wanted for a very particular purpose and therefore that it was not of his Power (however great his inclination might be) to

1121

to comply with your Orators demand at that time; Your Orator further Sheweth that having then in his Possession a Bond of the said Honble Company for pagodas One Thousand bearing date the Thirteenth day of August which was in the Year of our Lord One Thousand Seven hundred and Eighty four, in Order to accommodate the said Lieutenant Colonel Joseph Moorhouse your Orator did tender it to him and which he immediately accepted of promising to consider it as so much Cash lent by your Orator and to make such advances thereon as Your Orator might thereafter Occasionally Require And Your Orator further sheweth that not attending to those form which People bred in a Regular line of business generally adhere to, he did not Require or take any receipt for the said Bond from the said Lieutenant Colonel Joseph Moorhouse, Your Orator Confiding in the strong friendship which he had always manifested for Your Orator, and in his well known Integrity being fully assured that he would at all times be ready and willing to account with Your Orator whenever he should be so Required. And Your Orator further sheweth that after he had delivered up the Bond as aforesaid, that he received at different times from the said Lieutenant Colonel Joseph Moorhouse several sums of Money at the Undermenteoned periods. To Wit Two hundred Star Pagodas on the Tenth day of February in the Year One Thousand Seven hundred and Eighty six. One hundred Star Pagodas on the Twenty day of January One Thousand seven hundred and eighty seven Twenty Pagodas on the Eleventh day of August in the said year, and One hundred Pagodas on the Eleventh day of March which was in the Year One Thousand Seven hundred-

hundred and Ninety, which sums were respectively advanced by the said Lieutenant Colonel Joseph Moorhouse for and on Account of the said Bond and which Your Orator duly credited him for; although in these transactions the said Lieutenant Colonel Joseph Moorhouse required no more Receipt than your Orator had done when he delivered the said Bond to him as aforesaid. And in proof of this Transaction Your Orator prays leave to annex hereunto Copies of three Letters marked **AB** and **C** which were sent by him to Your Orator and which Clearly Shews that the said Bond was deposited with the said Lieutenant Colonel Joseph Moorhouse and that the money advanced respectively as aforesaid saving the first Item of 21 Pagodas 15 Fanams was on account thereof, for in the Exhibit marked **A** the said Lieutenant Colonel Joseph Moorhouse thus expresses himself—

"Dear Sir I send you a hundred Star Pagodas Think Not "you have some thing before on account of the Bond but Study to "you to be Regular in Your accounts—

Yours truly, Jos: Moorhouse

"Jany 28th—

To which letter your Orator humbly Craves leave to refer and prays they may be taken as part of this his Bill of Complaint the Originals being ready to be produced if required— And Your Orator further Sheweth unto this Honble. Court that War having afterwards broke out with Tippoo Sultaun of Mysore, the said Lieutenant Colonel Joseph Moorhouse was Called forth into the Field, where he continued to act untill the Seventh day of March last past, at which time or thereabouts he died in Consequence of some Mortal wounds, Received at the Seige of Bangalore but without accounting for, or discharging the balance Still remaining due to Your Orator on the said Bond; And Your Orator further Sheweth that the said Lieutenant Colonel Joseph Moorhouse did first make and duly Publish in writing his last Will and Testament bearing date the Sixth day of January which was in the Year of our Lord One Thousand Seven Hundred and eighty Nine, wherein he did Appoint Lieut Edward Boisdune, Pierre Porcher Esquire, Captain now Major George Hall of the Artillery and Mrs Augusta Moorhouse his Executors and Executrix in India, who having duly proved the same before this Honble Court in its ecclesiastical Capacity obtained Probate thereto And Your Orator further Sheweth that since the Will has been so proved that he has frequently applied to the said Executors and Executrix to whom Your Orator has fully Stated the Nature of his Claim and in an amicable Manner has demanded payment of the ballance due Which Your Orator charges to be the Sum of nine Hundred and eighty six Star Pagodas Two Fanames and Sixty Cash Current Money of Madras or in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the sum of three hundred and Ninety four Pounds and eight Shillings or thereabout 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 to which Your Orator humbly craves leave to refer, and prays that it may be taken as part of this his Bill of Complaint the Original being Ready to be produced if required— And Your Orator well hoped that they or some of them would have Complied with Your Orators said demand as in Equity and Conscience they Ought to have done—

But now so it is May it please this Honble Court

Court the said Edward Boisdune, Josias Dupre Porcher, George Hall, and Augusta Moorhouse Obstinately and wilfully refuse to pay the same or to give your Orator any manner of Satisfaction touching the premises, some times pretending that your Orator has no right to make any demand upon the Estate of their said Testator, at other times pretending that tho' your Orator's claim is justly founded, that as your Orator has not any Specifick Vouchers for his Debt which could legally authorize them to discharge it they would not be safe in paying away the Assets of the Estate whereas your Orator charges that the account Current hereunto annexed and letters ought to have satisfied the said Executors and Executrix fully your Orator having been ready to prove that the different Sumes therein contained were Sums respectively advanced to your Orator by their Testator for and on account of the said Bond. All which actings and doings of the said Edward Boisdune, Josias Dupre Porcher, George Hall and Augusta Moorhouse are contrary to Equity and good Conscience, and tend to the manifest wrong and injury of your Orator.

To the End therefore that the said Edward Boisdune, Josias Dupre Porcher, George Hall and Augusta Moorhouse may upon their Corporal Oaths, full true direct and perfect Answer make to all and Singular the matters and things herein before Set forth and Stated as fully and particularly as if he the same were hereagain Repeated and Interrogated according to their and each of their remembrance, Knowledge and belief and more especially that they may Set forth whether they or or do not know that their Testator the said Lieutenant Colonel Joseph Moorhouse, did particularly countinance and

and professs a friendship for your Orator and that they may further Setforth whether your Orator has not Several times applied to them on behalf of his Claim, and fully explained the nature of the transaction and that they may further Setforth whether they know or belive that your Orator did deposite with their said Testator the Bond of the Honble Company herein before alluded to and Whether the different sums Contained in the account Current hereunto annexed were not respectively given and advanced by their said Testator on account of the said Bond, and in what manner they came to the Knowledge thereof whether by the information of the deceased's Dubash or writer or how Otherwise and whether the Original of the letters hereunto annexed have or have not been Shewn and produced to them and Whether they are in the hand writeing of the said Lieutenant Colonel Joseph Moorhouse deceased, and lastly they may Set forth whether they do or do not belive that the Balance of nine Hundred and eighty six Star Pagodas Two fanams and Sixty cash in the said account Current Stated is or is not justly and truely due from the Estate of their said Testator to your Orator, And your Orator prayeth that the said Edward Boisdune, Josias Dupre Porcher, George Hall and Augusta Moorhouse as Executors and Executrix aforesaid may be decreed to pay to your Orator the aforesaid Sum of nine Hundred and eighty six Star Pags. Two 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 Edward Boisdune, Josias Dupre Porchar, George Hall

Know all Men by these Presents that I John Nelson of Montague Table Mountain Esquire am held and firmly bound unto the Honble United Company of Merchants of England trading to the East Indies in the Penal Sum of Pagodas Fifteen Hundred and Eighty seven 40/80 to the Payment whereof well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and dated this 29th day of September 1791

The Condition of this Obligation is such that if the above bounden John Nelson his Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the Honble United Company of Merchants of England trading to the East Indies their Agent for the time being at Fort St George the full Sum of Pagodas Fifteen Hundred and Eighty seven 40/80 on demand without Fraud Coven or further Delay then this Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed and Delivered in the Presence of us

Geo. Stratton
Wm. Petrie

John Nelson

Dr. Lieut. John Nelson in account Current with the Estate of Lieut. Col. Jos.h Moorhouse decd. Cr

1783 Sept.r	1	To 80 Rupees received at sundry times at 3/5 Rupees p.r 100 Pag.s		28	15	1786 Febry	10	By a Bond on the Honble Company dated 13.th Augst 1785 at 8 p.r Cent deposited with you	1000
1786 Febry	10	To Cash received this day on account of the Honble Company's Bond deposited with you		200		1787 March	1	By Cash paid to Artificers for building a Room in addition to the Guard House at St Thome mount	71 3 70
1787 Janry	28	To ditto ditto ditto		100		1791 Sept.r	29	Interest on 1000 Pag.s from the date of the Bond to this day being 6 years 1 month and 16 days at 8 p.r Cent is Pag.s Yr. Mo. Da. 490 8	
Augst	11	To ditto ditto ditto		20				On Pag.s 71 3 70 at 6 " 28 is	26 1 30
1790 March	11	To ditto ditto ditto		100					516 9 30
1791 Sept.r	29	Interest on the above Sums to this day at 8 p.r Cent p.r annum	Yr Mo Da	Pag.s	Fa Cs				1587 13 20
		On Pag.s 28 " 16	8 " 28	is	13 30 6				
		200 " "	5 7 19	is	90 6 32				
		100 " "	4 8 1	is	37 12 46				
		20 " "	4 1 18	is	6 22 4				
		100 " "	1 6 18	is	12 14 32	159	40 14		
						601	10 40		
		Ballance				986	2 60		
		Pagodas				1587	13 20	Pagodas	1587 13 20

True Copy
G. Shalmer
Attn.y for Compt.

Fort St. George
Sept.r 29.th 1791. E. E. Signed / John Nelson

A

Dear Sir

I send you a hundred Star Pagodas — think I let you have something before on account of the Bond, but I trust to you to be regular in your accounts —

Jan.y 28th

yours truly

/Signed/ J. Moorhouse

True Copy

G. Chalmer
atty for Compt.

B

June 9th

Dear Sir

I have not a Cash at present but will endeavour to get Money in a day or two and send your what you want —

I have received your Return and thank you for the Shade Stands.

yours ever

/Signed/ J. Moorhouse

True Copy

G. Chalmer
atty for Compt.

C

My Dear Sir

I will endeavore to Supply you with the Money you want in a few days, at present I am not maste of ten Pagodas —

yours truly

/Signed/ J. Moorhouse

July 9th

True Copy

G. Chalmer
atty for Compt.

Filed the 8th
Oct.r 1791

In the Honble the Mayors Court at Madraspatnam

Between John Nelson Complainant and Edward Boisdune, Isaias Dalbé Porchar, George Hall and Augusta Moorhouse Executors and Executrix of Lieut.t Colonel Joseph Moorhouse deceased are Defendants

The Affidavit of John Nelson the above Named Complainant

This Deponent Maketh Oath and Saith that the above Named Defendants as Executors and Executrix of Lieutenant Colonel Joseph Moorhouse deceased, Stands justly and truly indebted to him the Deponent in the full and just Sum of Nine Hundred and eighty Six Star Pagodas, Two Fanams and Sixty Cash Current Money of Madras —

Sworn in Fort St. George
this 8th day of October 1791.

John Nelson —

Before me

Ja.s Hall
Sen.r Alderman

Filed 29th Nov. 1791.

The Joint and Separate Answer of Josias Du Pré Porcher and George Hall two of the Executors named in the last will and Testament of Joseph Moorhouse deceased Defendant to the Bill of Complaint of John Nelson Complainant.

These Defendants now and at all times hereafter saving and reserving to themselves all and all manner of benefit and advantage of Exception to the many Errors uncertainties Insufficiencies and Imperfections in the Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as these Defendants are advised is material or necessary for them to make Answer unto they these Defendants answer and say that they admit their said Testator might in his life time have lived in intimacy with and professed a friendship for the Complainant, and that he the Complainant might have deposited with their Testator the Bond of the Honble Company in manner and for the purposes in his said Bill Set forth and these Defendants admit that they have seen the Original of the Exhibites to the Complainants said Bill Annexed, and that they are in the hand writing of their said Testator, but they do not know further than as they are informed by the Complainants said Bill whether by Reason thereof and of the several matters and things in the Complainant said Bill contained their said Testator was or was not indebted unto the Complainant or whether the sum of Nine hundred and Eighty Six Pagodas two fanams and Sixty Cash the balance stated in the Complainants said Bill to be due and owing out of the Estate of their said Testator is or is not now due and owing to the Complainant and these Defendants under the Circumstances aforesaid submit to the Judgment of this Honble Court.

All which matters and things these Defendants are Ready and willing to aver maintain and prove as this Honble Court shall be pleased to direct and humbly prays to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully sustained.

Sworn to in Court
this 29th Nov. 1791.
G. Taylor
Regr

Jos. Du Pré Porcher
George Hall.

Stuart Hall
Wm. Hamilton
Attys for Defts

Filed the 24th
January 1792

The General Replication of John Nelson of Madras Inhabitant Complainant to the Answer of Josias Du Pre Porchar and George Hall of the same place Inhabitants Defendants.

This Repliant now and at all times hereafter saving and reserving unto himself all and all manner of benefet and advantage of Exception to the many Errors, untruths uncertainties and imperfections in the Defendants said Answer contained for Replication thereunto saith that all and every the matters and things in and by his said Bill of Complaint set forth and alledged are good true certain and sufficient in the Law to be answered.

answered unto and that the said Answer of the said Defendants is very untrue evasive and insufficient in the Law for this Repliant to make any further or other Replication thereunto and this Repliant also saith as in and by his said Bill he hath already said, does and will aver maintain and prove all and every thing and things to be true and certain in such Manner and form as they and every of them are alledged and setforth—

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

G. Chalmer
Atty for Repl.

Filed 31st Jany 1792

The General Rejoinder of Josias DuPre Porchir and George Hall two of the Executors of Lieutenant Colonel Joseph Moorhouse deceased Defendant to the General Replication of John Nelson Complainant.

This Defendants now and at all times hereafter saving and reserving to themselves all and all manner of benefit and advantage of Exception to the uncertainty and Insufficiency of the said Replication for Rejoinder say that this Defendants answer is true certain and sufficient in the Law to be Replied unto and say as in and by their said answer they have 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 these Defendants also say that the said Replication of the said Complainants is uncertain and Insufficient in the Law to be Rejoinder unto by these Defendant for divers defect and Imperfections therein Contained—

All which matters and things these Defendants are Ready to aver maintain and prove in such Manner and form as these Honble Court shall direct and therefore humbly pray as before in their said answer they have already prayed—

Stuart Hall
Jn.o Hamilton } Attys for Defts

Interrogatories to be administered to such Witnesses as shall be produced sworn and examined in a Certain cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein John Nelson is Complainant and Josias DuPre Porchar, Edward Boisdunes, George Hall and Augusta Moorhouse Executors and Executrix of Joseph Moorhouse deceased are Defendant—

On

On the part and behalf of the Complainant—

To all the Witnesses

Interrogatory 1st I. Do you know the parties Complainant and Defendants in the Title of these Interrogatories named or any and which of them and how long you so known them or any of them declare the truth and Your Knowledge herein—

Solagramou Ponna Pilla

Interrogatory 2nd Were you or were you not Head Dubash to the late Lieutenant Colonel Joseph Moorhouse If yea how long did you serve him in that or any other capacity? Do your or do you not know that the said Lieutenant Colonel Joseph Moorhouse did in his life time profess every strong regard and friendship for the Complainant in the Title of these Interrogatories named? Do you or do You not know or have you heard that the Complainant in the Title of these Interrogatories named did lodge and deposit with the said Lieutenant Colonel Joseph Moorhouse in his life time a Bond &c &c &c East India Company's for Pagodas one Thousand or for any other and what sum? Did or did not some conversation take place between you and the said Lieutenant Colonel Moorhouse or with any other person and whom in the subject of the said Bond If yea set forth the same with any other or other thing which you know and have heard touching and regarding the said Bond and the truth declare—

Vencatarama

Interrogatory 3d Were You or were you not in the service of the late Lieutenant Colonel Joseph Moorhouse? If yea how long did you serve him and in what capacity? Was or was it not usual for you to disburse and pay away Cash for and on account of the said Lieutenant Colonel Joseph Moorhouse? If yea did you or did you not at any time and when pay any and what sum of money to the Complainant in the Title of these Interrogatories named Do you or

or do you not know or have you heard that the said Complainant did in the life time of the said Lieutenant Colonel Moorhouse lodge and deposit with him a Bond of the Honble Company for Pagodas one Thousand or for any other sum and what? If yea do You or do you not believe that the said sum paid as aforesaid by you to the said Complainant was on account of the said Bond? Set forth the particulars fully and at large with the reasons that induce your belief and the truth Declare—

To all the Witnesses

Interrogatory last Do You or do You not know of any other matter or thing touching the matters in question in this Cause that may tend to the benefit and advantage of the Complainant beside what you have been before Interrogated unto? If yea declare the same fully and at large as if you had been thereunto particularly Interrogated—

G. Chalmer
Atty for Compt

A

Dear Sir

I send you a hundred Star Pagodas— I think I let you have some thing before on account of the Bond, but I trust to you to be regular in Your accounts—

Jany 28th

yours truly
J Moorhouse

B

June 9th

Dear Sir

I have not a Cash at present but will endeavour to get money in a day or two and send you what you want—

I have received your Return and thank you for the inside stande—

Yours ever.
J Moorhouse

C

My Dear Sir

I will endeavour to supply you with the Money you want in a few days - at present I am not master of ten Pagodas -

July 9th -

Your truly

J Moorhouse

Mayors Court at Madraspatnam

Between John Nelson is Complainant and Josias DuPré Porcher, Edward Boisdone, Georg Hall, and Augusta Moorhouse Executors and Executrix of Joseph Moorhouse Deceased ar Defendts

On the Part of the Complainant

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

Salagramon Ponna Pillah Dubash of Madras Aged forteone years or thereabouts being produced as a Witness in this Cause. On the Part of the Complainant was on the seventh day of March One Thousand Seven hundred and Ninety two signefied at the Office of Messrs Hall and Hamilton who are Attornies for the Defendants by Casava my Servent who also left them a Note of the Name title and place of abode of the said Deponent & afterwards on the same day being Sworn and Examined Deposeth as followeth -

1st ..... To the first Interrogatory this Deponent saith that he doth know John Nelson the Complainant in this Cause and that he hath so known him ten Years or thereabouts - and that he doth know

2nd ..... know the Defendant Josias DuPre Porcher in the Cause and that he hath so known him ten years or thereabouts and that he doth know the other Defendant Edward Boisdane in this Cause and that he hath so known him six years or thereabouts - and that he doth know the other Defendant George Hall in this Cause and that he hath so known him sixteen Years or thereabouts - and that he doth also know the othe Defendant Augusta Moorhouse in this Cause and that he hath so known her six Years or thereabout - and more he saith not to this first Interrogy -

To the second Interrogatory this Deponent saith that he was Dubash to the late Lieutenant Colonal Joseph Moorhouse and that he served him in that Capacity about Twenty one years. This Deponent saith that he doth know that the said Lieutenant Colonel Joseph Moorhouse did in his life time profess avery strong regard and friendship for the Complainant - This Deponent saith that he doth not know that the Complainant did Lodge and deposit with the said Lieutenant Colonel Joseph Moorhouse in his life time a Bond of the Honble the East India Company for One Thousand Pags This Deponent saith that he never had any Converfation with the said Lieutenant Colonal Joseph Moorhouse nor with any other Person on the subject of the Bond aforesaid and more he saith not to this or to the last Interrogatory -

Jno Parry
Ex.

Mayors Court at
Madraspatnam

Between John Nelson is Complainant and Josias Du Pré Porcher Edward Boisdane George Hall and Augusta Moorhouse Executors and Executrix of Joseph Moorhouse Deceased Defendants

On the Part of the Complainant

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

Vencatarama Butler Inhabitant of Chintadrepett Aged Twenty nine Yers or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Seventh day of March One thousand Seven hundred and Ninety two Signified at the Office of Messrs Hall and Hamilton who are Attornies for the Defendants by Ashawah 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 and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant John Nelson in this Cause and that he hath so known him Eight Years or thereabouts and that he doth know the Defendant Josias Du Pre Porcher in this Cause and that he hath so known him about ten Years and that he doth know the other Defendant Edward Boisdane in this Cause and that he hath so known him about five Years — and that he doth know the other Defendant George Hall in this Cause and that he hath so known him about fifteen Years and that he doth also know the other Defendant Augusta Moorhouse in this Cause and that he hath so known her about five Years and more he saith not to this first Interrogatory —

3rd ..... To the third Interrogatory this Deponent saith that he was in the Services of the late Lieutenant Colonel Joseph Moorhouse and further saith that he served him about Sixteen Years in the Capacities of Head Dubash and Butler — This Deponent saith that it was customary for him to draw and pay away Cash for and on account of the said Lieutenant Colonel Joseph Moorhouse this Deponent saith that he did pay the Complainant in the title of these Interrogatories named One hundred Pagodas, but that he doth not recollect the time when This Deponent saith that he doth not know nor has he heard whether the Complainant did or did not lodge in the hands of the said Lieutenant Joseph Moorhouse during his life time a Bond of the Honble Company for One thousand Pagodas or for any other Sum — and more he saith not to this or to the last Interrogatory. — Cavil Bell 17 Oct 1792

Thos Parry
Exr

Mayor's Court at Madraspatnam

Tuesday the 4th Day of May Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

James Call and Benjamin Roebuck Aldermen

Between John Nelson Complainant and Edward Boisdune, Josias Du Pre Porcher, George Hall and Augusta Moorhouse Executors and Executrix of Lieut. Colonel Joseph Moorhouse deceased are Defendant

This Cause Coming on to be Heard and Debated this Day in the presence of the Attornies on both Sides on Reading the Complainants Bill with Copy of an Account Current and three Exhibits Marked A B & C annexed, The Affidavit The Joint and Seperate Answer of Josias Du Pre Porcher and George Hall The General Replication, The General Rejoinder, The Interrogatories and Depositions on the part of the Complainant three Exhibits on the part of the Complainant On Hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendants Josias Du Pre Porcher and George Hall do pay unto the Complainant out of the Estate and Effects of Joseph Moorhouse Deceased the full and Just Sum of Nine hundred and Eighty Six Pagodas Two Fanams and

and Sixty Cash Pagodas 986. 2. 60. together with all such Interest as now is or shall hereafter become due thereon untill full payment is made at the Rate of Eight p Cent p annum and all Costs of this Suit

A True

Filed 4th May 1792

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 1st. day of May Anno Domine 1792.

Present

Andrew Ross Esquire Mayor

Wm Chg Michell & Benjn Roebuck Aldermen

Vellapah Dubash

Thonda Singanah

Ordered that the matter between the Petitioner Venkata dasavey and the Respondent do Come on to be Determined on Friday Next and as there is No Attorney for the Petitioner it is Ordered that the Porponent do Serve him with Notice of hearing of which Service Affidavit is to be Made

A true Extract

J. Taylor Regr

In the Honble the Mayor's Court at Madraspatnam

Between Vellapah Dubash Respondent and Venkata Dasery Petitioner

In the Cause of

Vellapah

Vellapah Dubash of Madras Inha-
bitant Complainant and Thounda
Singanah of the same Place Inhabi-
tant Defendant

The affidavit of Thomas Ives one of the
Serjeants of this Honble Court

This Deponent Maketh Oath and Saith that he
did on the second Day of this Present Month of May Call at the
Dwelling House of the above Named Petitioner with the Intention
of Serving him with a Copy of the accompanying Extract
but the said Petitioner being from Home He this Deponent
Left the Copy thereof at this said House

Sworn to in Court
this 4th May 1792

Thos. Ives

G. Taylor
Regr

Filed the 24th March
1793.

To the Honble the Mayors
Court at Madraspatnam

The Humble Petition
of Venkatadasavey In the Cause
Vellapah Dubash Complainant
& Thounda Singanah Admor of
Mootallee Reddy Naik Deceased.

Sheweth

That Your Petitioner's Father left a House to
your Petitioner and two of his Uncles Sons, which accord-
ing to the Custom of the Malabar Cast was to be awarded betwe-
een them, that one of them regains his Share which was a
gread

agreed to by your Petitioner and the House was devided between
your Petitioner and One of his Uncles Sons named Reddy that
some time ago your Petitioner went to Nellore and in his
absence Reddy died; hearing of his Death your Petitioner
came to Madras to take Charge of the said House, but to
your Petitioner great Surprize he was obstructed by one
Singanah a pretended Creditor and Brother in Law to the
said Reddy who aided and assisted by one Vellapah a Du-
bash has in a clusive Manner obtained a Decree from this
Court and kept the same a Secret how your Petitioner, that Your
Petitioner immediately after his arrival made an applica-
tion to the worshipful John Holland Esq.r who has been
pleased to enquire into the Matter Twice and pronounced
that Singanah had no right to Mortgage your Petitioners
Share in the said House to the said Vellapah and on Sa-
turday last gave your Petitioner a Sahar to bring the
said Singanah before him, but your Petitioner could not
find him, that the said Vellapah seeing that the Justice was
determined to put your Petitioner in possession of the said
House, caused a Writ of Execution to issue and the Sheriff
sealed the said House and advertized the same to be sold and
and the Sale is to be on the Twenty fourth Instant, in Justi-
tice of the highest Degree to Your Petitioner Your Petitioner
humbly prays that an order may issue to the Sheriff to stop
the Sale of the said House and allow your Petitioner to come
in and plead in forma Pauperis and that One of the Attornies
of this Honble Court be assigned him for which Humanity and
Justice your Petitioner as in Duty bound will ever pray

P. Spencer
atty for Petitioner

Filed 12th April 1791

In the Honble the Mayor's Court at Madraspatnam

Between Vellapah Dubash Complainant and Rundasinga-rah administrator of Mootatloo Reddy Naick deceased Defendant

The Answer of Vellapah Dubash to the Petition of Venkatadasavey -

This Respondent denies that the Petitioners Father ever left the House in question to him and two of his Uncles Sons to be devided Amongst them agreeably to the Laws and Customs which are peculiar to the Malaber Cast, as in and by the said Petition is set forth and falsely pretended to be the Case Neither did the Petitioner or the said Mootalloo Reddy Naick ever divide the said House between them, For this Respondent well knows and from the best proofs is fully assured that the said House was the Real and undisputed property of Mootalloo Reddy Naick deceased, and that the Petitioner Never had any Sort of Claim thereunto, And in Order to prove the same to the Satisfaction of this Honble Court, This Respondent prays leave to State the following Circumstances: That some time in the 2d day of June which was in the Year of Christ 1760. the said House and Ground with the appurtenances, thereunto belonging were purcha-sed by Chitnama Naigue Father of the said Mootalloo Naick that he the said Chitnamah Naigue enjoyed the said House and Ground and kept Possession thereof during the Course of his life time, Undisturbed by any One, and at the time of his decease bequeathed them to his Son the said Mootalloo Reddy Naick who thereupon came into the full possession of the premises together with the Title Deeds thereof, and for many Years enjoyed the same as Heir and Next of kind to the said deceased, without any Hindrance, let or Molestation from the Peti-tioner any Other person Whatsoever, This Respondent in Corro-boration thereof Saith that from the time the said Mootalloo Reddy Naick came into the Possession of the said House, that he paid annually the Quit Rent and Scavengers duty to those persons Whom the Honble Company had appointed to Re-ceive it, as by one of the Bills for the same, Copy whereof is hereunto Annexed, and the Originals in the possession this Respondent, Ready to be produced when Required, Relation being thereunto had, doth and will more fully and at large appear; And this Respondent further answering Saith that the said Mootalloo Reddy Naick being in want of money applied to this Respondent for the loan of One hundred Pagodas and by way of Securing the Repayment thereof, he the said Mootalloo Reddy Naick did propose to Mortgage the said House and Ground which this Respondent accordingly Accepted of, and he did thereupon lend and advance him the sum of One hundred Pagodas on the aforementioned Security payable in Two Months with Interest at the rate of Twelve per Cent per annum; as well more fully and at Large appear by the said Mortgage Bond and the Title Deed of the Premises, Copies whereof marked A & B are

are hereunto Annexed for the inspection of this Honble Court,— the Original whereof being in the Possession of this Respondent, and Ready to be produced when required; and this Respondent further Saith that the time so limitted for payment having expired, He demanded from the said Mootalloo Reddy Naick payment of the aforesaid Sum with the Interest that had accrued thereon, But Under Various pretences he the said Mootalloo Reddy Naick evaded payment thereof, Although Urged & repeated Untill the time of his death, which happened about Six Months Subsequent thereto; And this Respondent further answering Saith that the Defendant Randa Singana having Obtained Letters of Administration to the Estate and Effects of the said Mootalloo Reddy Naick had— apply to him for the payment of the aforesaid debt Amounting then with Interest to the sum of One hundred and Seventeen Pagodas which he frequently promised to discharge, But— never actually did it, Whereupon this Respondent finding he was trifled with, in Order to Obtain that Justice which he was well and truly entitled to, Felt himself Under the necessity of instituting a Suit for the Recovery of what was due to him, and did accordingly file a Bill of Complaint in this Honble Court against the said Randa Singana for the recovery thereof, To Which Bill the said Defendant did ap- pear and having acknowledged the Justness of this Respon- dents Demand, This Honble Court were pleased to Order and Decree and did accordingly Order and Decree, the said Randa

Randa Singana to pay to this Respondent for Principal and Interest the Sum of One hundred and Seventeen Pagodas with all Costs of Suit— This Respondent further Says that after the Usual term of Fourteen days had expired a Writ of Execution issued against the Goods, Chattels— and Effects of the Defendant as administrator of the said Mootalloo Reddy Naick Deceased, by Virtue of which the Premises in question were Seized by the Sheriff of Fort Saint George and Town of Madras- patnam and advertized for Sale, But the Sale thereof Stopped at the Instance of the Petitioner Venkatadas a Party who in his Pe- tition before this Honble Court alledges that he is entitled to a moiety or half of the Premises in question as being Cousin to the Deceased Mootalloo Reddy Naick.—

Whereas this Respondent doth insist that the whole is a fictitious and pretended Claim which the Petitioner Cannot by any legal proof Support; And this Respondent for further answer Saith that the said Petitioner a short time after the— death of the said Mootalloo Reddy Naick, did apply for Letters of administration to his Estate and Effects, But the Defen- dant the said Randa Singana having filed a Caveat thereto the said Petitioner immediately withdrew his application after Agreeing to pay all Costs of Suit, as by the Records of this Honble Court in its ecclesiastical Capacity Relation being thereunto had, doth and will More fully and at large appear, Which Circumstance very plainly and forcibly Shews that the Peti- tioner did not Consider himself as having any Claim on the pro- perty of the Deceased Because if he Could have Justly made such a Claim It would have added Weight and Strength to his preten- sions for administering to the Estate, and therefore He would not so easily have Relinquished his Claim, If he Could have—

Supported

supported it; and this Respondent further saith that the Petitioner is not in the Situation to approach this Honble Court as a Pauper for this Respondent can prove by Indubitable Testamoney that he could not with Safety to his Conscience have taken the Usual Oath to induce this Honble Court to grant him the privileges thereof. This Respondent Says that knowing the Petitioner had Sworn falsely, He did present a Petition to One of the Justices of Fort St. George by way of information Against the said Petitioner Whereupon absconded from the Presidency, and this Respondent Says that as the whole appears to be a glaring attempt to interfere with the Judgment of this Honble Court to prevent the Operation of Justice he humbly trusts this Honble Court will be pleased upon the proofs that Shall be adduced not to Consider the Petitioner as having any Just Claim to the privileges of a Pauper, and that the Sheriff may be directed to proceed with the Sale of the Premisses.

All which Matters and things this Respondent is Ready and willing to aver maintain and prove as this Honble Court Shall direct and humbly prays to be hence dismissed with reasonable Costs in this behalf Most wrongfully Sustained.

G. Chalmer
Atty for Respondent

No 180

Kistnanon ..... Dr. Peddanaigues Pettah

To Quit Rent from 1782 to 1783 both included being two years ending this day ..... Pn 20.--.--
To Savangers duty ... d° ..... " 40.--.--
To Peshcush fees ..... 6 ..... Pn 60.--.--

Rent Gin & Scau.

Fort St. George
the
August 31. 1783

(Signed) B. Dent

true Copy

G. Chalmer
Atty for Respondt

A

I do hereby acknowledge have mortgaged transferred and assigned over to Vellapah Dubash all my Title Deeds and the Receipts for dues to the Company belonging to the House and Ground the late property of my Father Kistnah deceased and upon which Mortgage premises I have this day received from him the said Vellapah the Sum of One hundred Pagodas which I promise to repay him in two Months with the Interest at the rate of Twelve per Cent per Annum and then to withdraw this mortgage Bond &c. as witness my hand this 6th day of July in the Year of Our Lord One Thousand Seven hundred and Eighty Five.

(Signed) [illegible]

Witnesses

(Signed) [illegible]

(Signed) [illegible]

true Copy

G. Chalmer
Atty for Respondt

B

Translation of a Bill of Sale Dated 10th. day of Vickrama Year answering to Anno Domini 20th. June 1760—

I Drake Venatasam Inhabitant of Madras do give this Bill of Sale of House to Kistnama a Native to say—

The Value of my House and Ground Sold to you Situated at Patnasarroy Street is (60) Sixty Pagodas which Sum I have received there is no manner of molestation to this Should there appear any Kind myself to get it Cleared and put it in your Possession Witnesses Caroopana Mordeliar & Vardapah Naidoo—

Witnesses signed
/Signed/ Venatasam
/Signed/ Saumapan

/Signed/ Venatasam
A true translation as Near as can be
from the Gentoo Language
Ranganandum
Interpreter

True Copy
G Chalmer
Atty for Respondt.

Interrogatories to be Administered to Such Witnesses as shall be produced Sworn and Examined on the part and behalf of Vellepah Dubash of Madras Inhabitant Inhabitant Respondent In a certain matter in dispute Now Depending and at Issue in the Honble the Mayor's Court at Madraspatnam Wherein the said Vellapah is Complainant and Thanda Singanah administrator of Mootallo Reddy Naick deceased is Defendant and Venatadasary is Petitioner On the Part and behalf of the Respondent.

To All the Witnesses 1st. Do you or Do you not know the Petitioner and Respondent in the above Cause or either of them? If yea, how long have you so known them or either or any and which of them particularly Set forth and Declare to the best of your knowledge and belief—

Videnada Moodelly & Aamonen } 2d. Look at the Paper Writing now produced and Shown to you at this the time of your Examination marked with the Letter A purporting to be a Mortgage Bond from the Defendant Mootal Reddy Naigue to the Respondent Vellapah Dubash in the Stile of these Interrogatories, Named Do you or Do you not know whether the Consideration therein Mentioned was paid by the Respondent to the Defendant Mootal Reddy Naigue? If yea what Sum was so paid and at what time and where, Did or did not the said Defendant in Your presence and when Sign and Execute the said Bond and did he fully and Clearly understand the Contents thereof or Not If yea, were you or were you not all Witness to

to the Signing and delivery thereof and is Your Name Set and endorsed as a witness thereto of Your One hand writing and do You know the Hand writing of the Other Witness thereto and is the Name of such Witness of his Own proper hand writing or not, and did you see him Set and Subscribe his name thereunto? Look at the two Exhibits Now produced and Shewn to you marked with the Letters B and C the One purporting to be a Cadjan Bill of Sale with the translation thereof the Other a Receipt for Quit Rent were they or were they not Mortgaged to and Deposited with the said Respondent at the time of Executing the aforesaid Mortgage Bond Set forth the particulars at large according to the best of your Knowledge Remembrance and belief and the truth Declare —

Videnada Moodelly & Ramanaden } 3d ..... Do You or do you not know or have You heard that have been Sequestered or Seized in Execution in this Suit? If yea in what Situation are they pleased by whom were they built and whose property have they been successively considered as and in what Manner did any Original or Other proprietor dispose of them and to whom and on what account declare all you know have heard and do believe touching the Matter inquired of you by this Interrogatories together with the Reasons for such You knowledge and Belief

Narrainapah Naique and Calletty Moodelly } 4th ..... Do You or do you not know or have You heard that the Petitioner in the Title of these Interrogatories Named was admitted to sue in Forma Pauperies in this Honble Court? If yea, did or did not the said Petitioner lately or how long Since abscond from this Residency and do You know the the Reason and Cause thereof Set forth the particulars fully and at large and the truth declare —

To All the Witnesses — 5th ..... Do You or do you not know any Other Matter or thing or have You heard or can you Set forth anything touching the matter in question in this Cause that may tend to the benefit or advantage of the said Respondent in the Title of these Interrogatories named & If yea — Declare the same as you know have heard or do believe together with the Reasons for such your belief as fully and Particularly as if you had been thereunto particularly Interrogated. —

G. Chalmer
Atty for Respt

I do hereby acknowledge to have Mortgaged Transferred and assigned over to Vellapah Dubash all my Title Deeds and the Receipts for dues to the Company belonging to the House and Ground the late Property of my Father Kistnah Deceased and upon which Mortgage Premises I have this day received from him the said Vellapah the Sum of One hundred Pagodas which I Promise to Repay him in two Months with the Interest at the rate of twelve per Cent per annum and then to withdraw this mortgage Bond &c. as Witness my Hand this 6th day of July in the Year of our Lord One Thousand Seven hundred and Eighty five —

Witnesses

Examined —

Examined and Carefully Compared with the Original Exhibit delivered in the Honble the Mayors Court at Madraspatnam and attested to be a true Copy – The Original delivered up by Order of Court of the 12th June 1792. –

G. Taylor
Regr

This Exhibit Marked A was shewn to Videnada Mood at the time of his Examination before me on the Part of the Respondent in a Certain Matter now Depending in the Honble the Mayors Court at Madraspatnam wherein the said Vellapah Dubash Respondent & Ronda Singanah Administrator of Mostalles Reddy Naick Deceasd Defendant & Venkatadasary Petitioner was on the 9th day of September Anno Domini 1791. –

Benjamin Bramfill
Esqr

Translation of a Bill of Sale Dated 10th Army of Vickrama year answering to Anno Domini 28th June 1760

I Drake Venkatasam Inhabitant of Madras do give this Bill of Sale of House to Kistnama that is to say.

The Value of my House and Ground sold to you Situated at Patnasamys Street is (60) Sixty Pagodas which sum I have Received there is no manner of molestation to this – Should there appear any Kind myself to get it cleared and put it in your possession Witness Cavarpana Mandeliar & Vadapa Naidoo

Witnesses Signed
Venkatasamudo
Tasanapan –

Signed / Venkatasam
A true Translation as near as can be from the Gentoo Language –
Ranganaudom
Interpreter –

Examined and Carefully Compared with the Original Exhibit delivered in the Honble the Mayors Court at Madraspatnam and attested to be a true Copy – the Original delivered up by Order of Court of the 12th June 1792. –

G. Taylor
Regr

This Exhibit marked B was shewn to Videnada Mood at the time of this Examination before me on the Part of the Respondent in a certain Matter now depending in the Honble the Mayors Court at Madraspatnam wherein the said Vellapah Dubash Respondent & Ronda Singanah Administrator of Mostalles Reddy Naick Deceased Defendant & Venkatadasary Petitioner was on the 9th day of September Anno Domini 1791 –

Benjamin Bramfill
Esqr

N. 180 Peddanaigues Pettah
Kistnanon ..... Dno

To Quit Rent from 1782 to 1783. both included being two years ending this day ..... P. 20 – –
To Scavingers Duty Do ..... 40 – – –
To Colligar fees ..... 6 ..... P. 60 – – –

Fort St. George
August 31st 1783.

C/B Dent. Rent Genl Do Scav.

Examined –

Examined and Carefully Compared with the Original Exhibit deli-
vered inthe Honble the Mayor's Court at Madraspatnam and
attested to be a true Copy — The Original delivered up by Or-
der of Court of the 12th June 1792 —

G. Taylor
Regr

This Exhibit marked C was shewn to Videnada Moodelly
before me on the time of his Examination before me in the Part
of the Respondent In a certain Matter now depending in
the Honble the Mayor's Court at Madraspatnam wherein the
said Vellapah Dubash Respondent and Shanda Senganah Ad-
ministrator of Mootalloo Reddy Naick Deceased Defendant &
Venatadasary Petitioner were on the 9th day of September
Anno Domini 1791 —

Benjamin Bramfill
Esqr

Mayor's Court at
Madraspatnam

Between Vellapah Dubash
of Madras Inhabitant Respon-
dent In a Certain Matter in dis-
pute now Depending and at
Issue in the Honble the Mayor's
Court at Madraspatnam wherein
the said Vellapah is Complainant
and Shanda Senganah Admini-
strator of Mootalloo Reddy Naick
deceased is Defendant and
Venatadasary is Petitioner

On the Part of the Respondent

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

Videnada Moodelly Butler of Madras Aged thirty Six Years or thereabouts
being produced as Witness in this Affair On the Part of the Respondent was on the
Ninth day of Sept. One thousand Seven hundred and Ninety One being Sworn and
Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deposition saith, that he doth know
the Petitioner Venatadasary in this affair, and that he hath so
known him twenty Years or thereabouts — & that so known him
twenty eight Years or there about — & that he doth also know the
Defendant Shanda Senganah in this Cause, and that he hath so
known him twenty Years or thereabouts — and more he saith not
to this first Interrogatory —

2nd ..... To the Second Interrogatory this Deponent Saith he looked at the
Paper writing now produced & shewn to him at this the time of his
examination Marked with the Letter A purporting to be a
Mortgage Bond from the Defendant Mootal Reddy Naigue
to the Respondent Vellapah Dubash, & saith that he knows the
consideration therein mentioned was paid by the Respondent
to the Defendant Mootal Reddy Naigue — & saith the sum of
One hundred Pagodas was so paid on the sixth July One thousand
seven hundred and Eighty five at the House of the Respondent
& that the Defendant did in this Deponents presence sign,
& execute the said Bond about ten o'clock in the Forenoon on
the

the day aforementioned & that he fully and Clearly understand the Contents thereof. This Defendant saith he was a Witness to the Signing and delivery thereof & that His Name sealt & endorsed as Witness thereto is of his own hand writing, & saith that he does know the Hand writing of the other Witness thereto & that the name of such Witness is of his own proper Hand writing & that he saw him sat & subscribe his name thereunto — This Deponent Hath looked at the two Exhibits now — produced & Shewn to him at this the time of his Examination Marked with the Letter B & C the one purporting to be a Sadjan Bill of Sale with a Translation thereof — the other a Receipt for quit Rent — & saith that they were mortgage to & depo-sited with the said Respondent at the time of executing the aforementioned mortgage Bond — and more he saith not to this Second Interrogatory. —

3. To the third Interrogatory this Deponent saith, that he does — know the Premises that have been requestered or Seized in Ex-ecution in this Suit & that the same is situated on Paria, or the Town Conioply Street & were Built by Kistnah the father of the Defendant Mootal Reddy Naigue, & they have been Successively considered as the property of the said Mootall Reddy Naick this Deponent saith that the Original Pos-session Drake Venatas him did dispose of them to Kist-nah the Father of the said Mootal Reddy Naigue on ac-count of his the said Drake Venatas him's necessitous si-tuation — and more he saith not to this third Interrogatory

his Petitioner was worth two hundred Pagodas yet Never the-less he took his Oath in the Honble the Mayor's Court that he was not worth five pound Sterling, & saith that the Res-pondent threatened the Petitioner that he would Exhibit Complaint to the monthly Justice which induced the Peti-tioner to abscond from Madras — and more he saith not to this last Interrogatory. —

Benjamin Bransfill
Exr

Mayor's Court at
Madraspatnam

Between Vellapah Dubash
of Madras Inhabitant Respon-dent In a Certain matter in dis-pute now Depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein the said Vellapah is Complainant and Phonda Singanah Adminis-trator of Mootalloo Reddy Naick deceased is Defendant and — Venatadasary is Petitioner On the Part of the Respondent

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

Naraina Naigue Dubash of Madras Aged forty Six Years

or thereabouts being produced as a Witness in this affair On the Part of the Respondent was on the Eighth Day of September One Thousand Seven hundred and Ninety One being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Petitioner Venceta dasary in this affair, and that he hath so known him twenty Years or thereabouts — & that he doth know the Respondent Vellapah Dubash in this affair, & that he hath so known him twenty four or twenty five Years — & that he doth also know the Defendant Thonda Singanah in this Cause, and that he hath so known him twenty Years or thereabouts — and more he saith not to this first Interrog.

4th ..... To the fourth Interrogatory this Deponent saith, that he does know that the Petitioner in the title of these Interrogatories named was admitted Issue in Forma Pauperis in the Honble the Mayors Court, and saith that the said Petitioner did abscond from this Presidency about one Year ago for the following reason, that the said Petitioner took his Oath in the Honble the Mayors Court that he was not worth five pound Sterling — but at the same time the Respondent know the Petitioner was worth two hun. red Pagodas which was also well known to this Deponent, and in consequence the Respondent was about to prefer a Complaint to the Justices to get him the Petitioner punished for taking a false Oath as above mentioned — he the said Petitioner on that account was under great apprehension, and thought it most proper to abscond — and more he saith not to this fourth Interrogatory —

To the Last Interrogatory this Deponent saith, he knows that he —

the Premises that have been sequestered or seized in execution in this Suit is the property of Mootial Reddy Naigue — and more he saith not to this last Interrogatory — [illegible]

Benjamin Branfill
Esq.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of May Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor —

James Call and Benjamin Roebuck

Aldermen

Vellapah Dubash

~~&c~~

Thonda Singanah

Affidavit of Thomas Ives of Service of Notice of hearing upon the Petitioner Venceta dasavey Sworn to in Court Read and filed this day —

Petition of Venceta dasavey Read —

Answer with Copy of a Bill of Last Rent together with two Exhibits Marked A & B annexed Read —

Interrogatories on the part of the Respondent with Exhibit Marked A B & C Annexed Read —

Two Depositions taken thereunto Read — The Witness No 2. did not appear for Examination —

The Matter in Dispute between the Petitioner Venceta dasavey and the Respondent Vellapah Dubash Coming on to be Argued and Determined this Day in the presence of Mr

for

for the Respondent / The Attorney for the Petitioner having declined acting / On Hearing the Pleadings and Arguments made use of by the Attorney for the Respondent and undue Consideration had thereon This Court doth think fit to Order, and doth accordingly Order, that the Petitioners Petition do Stand dismissed with Costs.—

Filed 30th Octr 1790

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orators John Leonard Beggle and John Ludwyk Hanske of Madras Merchants and Copartners that Paupah Moodelly of the same place Inhabitant Stands indebted unto your Orators in the full and just Sum of Two Hundred and Seventy three 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 Nine Pounds, and Four Shillings as will more fully and at large appear by the Copy of an account hereunto annexed for the Inspection of this Honble Court and prayed by Your Orators to be taken as part of this your Orators Bill of Complaint And Your Orators further Shew unto this Honble Court that they have frequently and in a friendly manner requested the Payment of the said Sum of Two hundred and Seventy three Pagodas.—

But now so it is and may it please this Honble Court the said Paupah Moodelly obstinately and Wilfully refuses to Pay the same or to give Your Orators any manner of Satisfaction touching the Premises Your Orators pray a General Relief such as unto this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Paupah Moodelly 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 Orators the aforesaid Sum of Two hundred and Seventy three Pagodas 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 Paupah Moodelly 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 them 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.

Baptiste
Atty for Complaints

30th Octr 1790

This Bill was shewn to me between the Days of adjournment the said John Leonard Beggle being sworn to the Justness of the Demand and that he hath reason to believe that the Defendant will abscond from Madras on hearing that a Bill is filed against him Let a Summons issue returnable immediately and a Warrant Arrest issue thereon

J. W. Call
Mayor

Paupah Moodelly ------ Dr.

To 10 Pcs. of Long Cloth at 12 ---------- 120.--.-
To 8. Do. of ... Do. ... at. 15 ---------- 120.--.-
To. 3. Do. of ... Do. ... at 11 ---------- 33.--.-
Pagl 273.--.-

Madras
15th augt 1790

E E.
John Leonard Beggle
John Lodewyk Heefke

A True Copy
Popham

Filed 30th Octr 1790

In the Honble the Mayors
Court at Madraspatnam

Between John Leonard Beggle
and John Lodewyk Heefke Complai-
nant and
Paupa Moodelly - Defendant

John Leonard Beggle one of the above
named Complainants maketh Oath and Saith that the above
named Defendant stands Justly and truely Indebted into
this Deponent and the said John Lodewyk Heefke in
the Sum and Just Sum of Two hundred and Seventy
three Star Pagodas and this Deponent further Saith
that the nature of their Demand is set forth in the Copy
of an Account annexed to their Bill of Complaint filed
this Day in this Honble Court against the said Defndt
and -

and this Deponent further Saith that he hath reason to believe
that the above named Paupah Moodelly is about to depart -
from Madras. -

J. L. Beggle -

Sworn in Madras
this 30th day of October 1790
Before my
Jno Call
Mayor

Popham
Attyfor Complt

Filed 16th Novr 1790

In the Honble the Mayors
Court at Madraspatnam

Between John Leonard -
Beggle and John Lodewyk Heefke
Complainants and Paupah
Moodelly - Defendant -

John Leonard Beggle one of the above named Com-
plainants maketh Oath and Saith that the above named Defendant
stands justly and truly Indebted unto this Deponent and the said John
Lodewyk Heefke in the full and just Sum of Two hundred and Seven-
-ty three Star Pagodas and this Deponent further Saith that the Nature
of their Demand is set forth in the Copy of an account annexed to their
said Bill of Complaint filed in this Honble Court on the Thirteenth day
of October last and this Deponent further Saith that the above named
Defendant hath been within the Jurisdiction of this Honble Court
since the Cause of action arose -

J. L. Beggle

Sworn to in Court
this 16th day of November 1790

G. Taylor Regr

Popham
Atty for Complts

Filed 21st June 1791.

The Answer of Cunja Modally of Madras Inhabitant Defendant to the Bill of Complaint of John Leonard Beggle and John Lodewyk Reefke of the same place Merchants and Co-partners Complainant—

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and advantage of Exception which can or may be had or taken to the many Errors Uncertainties and Insufficiencies in the Complainants said Bill of Complaint contained for answer thereto or unto so much thereof as this Defendant is advised to be material in the Law for him to make answer unto he this Defendant Answereth and Saith he is intended to the said Complainants or to either of them in the sum of Two hundred and Seventy three Star Pagodas or in any other Sum of Money Whatever and this Defendant Saith he never did nor did any person on his behalf ever purchase from the said Complainants or from either of them or from any person acting as their Dubash Agent or factor any long Cloths or any Goods of any kind or discripteon whatever and this defendant positively Saith that he never had any dealings with the said Complainants or with either of them either directly or indirectly this Defendant further Answering Saith that one Veerasawmy of Madras Inhabitant and who is or was the writer or dubash of the said Complainants being upon a settlement of accounts between this Defendant and the said Veerasawmy to wit on the tenth day of August which was in the year of our Lord one Thousand Seven hundred and Ninety indebted to this Defendant in the Sum of Fourhundred and fifty seven Pagodas forty four fanams and forty Cash the said Veerasawmy did on that day deposit with this Defendant thirty three pieces of long Cloths which the said Veerasawmy valued at the Sum of Fourhundred and twenty eight Pagodas with directions to dispose of them for that Sum and to apply the monies arising from the sale thereof to the payment of the said balance or in case this Defendant could not dispose of them for that price then to retain them by way of pledge This Defendant further answering Saith that the very day upon which the Complainants exhibited their Bill of Complaint against this Defendant in this Honble Court for the payment of the value of the twenty one pieces of long Cloth mentioned in the account thereto annexed and therein and thereby falsely alledged to have been sold by the said Complainants to this Defendant the said Veerasawmy did also by his attornies the now Complainants file his Bill of Complaint against this Defendant in this Honble Court for the Recovery of the Value of twelve pieces of long Cloths which make the entire of the said Thirty three pieces of long Cloths which were so pledged by the said Veerasawmy with this Defendant and which Transaction respecting the said long Cloths is particularly set forth in this Defendants answer to the said Bill of Complaint and this Defendant Saith that the said Complainants Bill of Complaint has no foundation in truth and that both of the said Bills of Complaint are concerted between the said Complainants and the said Veerasawmy Who was the writer or dubash of the said Complainants merely for the purpose of directing from this Defendant the Security which he holds for the said balance is due and owing to him from the said Veerasawmy being the said Thirty three pieces of long Cloths and this Defendant most solemnly and positively saith that Notwithstanding

Notwithstanding the Complainant John Leonard Beggle has made oath to the Justness of his said demand upon this Defendant the said Demand has no foundation in truth.—

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 dismissed with his reasonable Cost and Charges in this behalf most wrongfully sustained.—

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

Ranganaudone
Interpreter

John White Attorney
for the Defendant

Malabar

Filed the 26th July 1796

The Amended Replication of John Leonard Boggle and John Lodewyk Bleeske of Madras merchants and Copartners to the Answer of Paupah Modelly of the same place Inhabitant

These Repliants now and at all times hereafter Saving and Reserving to themselves all and all manner of benefit and adventage of Exception that Can or may be had or taken to the Answer of the said Defendant for Replication thereunto say that they will aver maintain and prove all the matters and things in and by their said Bill of Complaint Contained to be true Certain and Sufficient in such manner and form as the same are therein Alledged and setforth and that the answer of the said Defendant is uncertain and insufficient in the Law to be replied unto by these Repliant for divers defects and Imperfections therein Contained the Benefit of Exception whereof being now saved unto these Repliants they for further Replication say that they do insist and will maintain that the said Defendant is Justly and truely Indebted unto them in the full and just sum of Two hundred and twenty three Pagodas as stated in their Bill of Complaint and the Account thereunto Annexed

These Repliants for further Replication say that they will in due time prove to the satisfaction of this Honble Court that the Defendant himself Received the Piece Goods Charged in the Account Annexed to these Repliants Bill of Complaint from Govendoo Chitty who is afactor employed by these Repliants and from Veerasawmy the writer of these Repliants imployed by these Repliants for disposing of their Goods and which said Piece Goods were taken by the Defendant from the store or Godowne of these Respondents and their Respondents further say that at the time when the Defendant had taken the said Piece Goods from the said Govindoo Chitty and Veerasawmy as aforesaid he promised that he would Pay the Amount in a few days and when the servants of these Repliants demanded the Payment thereof the Defendant put them off from day to day but never refused the Payment or made any Declaration that he had any Account with Veerasawmy as he now pretends in his answer and these Repliants further say that it is well known to be the Custom and practice of the Merchants in Madras to imploy some Factor or Manager to manage and Carry on their Business and such factor or Manager is to sell the Goods for the Benefit of his master to any Person who can be trusted therewith upon Credit and under that usage and Custom they employed the said Govendoo Chitty their Factor and the said Veerasawmy as their Writer who sold the said Piece Goods to the Defendant as the Property of these Repliants and not to Pay off the said Veerasawmys pretended Debt and therefore the Defendant is Accountable to these Repliants and to no other Person these Repliants for further Replication say that they have nothing to do with the Transactions or dealings between the Defendant and the said Veerasawmy and these Repliants say that the Defendant bought from these Repliants shop only Twenty one Pieces of longcloth and not thirty

thirty three Pieces as the Defendant has stated in his Answer and these Repliants say that tho' the Defendant in Order to involve their claim hath included the said Twelve Pieces of long cloth which the said Veerasawmy received from somabinga Chitty a Merchant of these Repliants and for which these Repliants under an assignment from the said Veerasawmy filed a Bill of Complaint in this Honble Court against the Defendant Nevertheless the said Transactions are separate and distinct and in nowise connected with each other

All which Matters and things these Repliants are ready to aver maintain and prove in such manner and form as this Honble Court shall direct and therefore humbly pray as before in their said Bill they have already prayed

Popham
atty for Repl.ts

Feb 16. 1792

The amended Rejoinder

of Cunpah Moodelly of Madras Inhabitant Defendant to the amended Replication of John Leonard Beggle and John Lodewyk Vleefke of the same place Merchants and Copartners Compl.ts

This Defendant now and at all times hereafter saving and reserving to himself all and all Manner of Benefits and advantage of Exception that might be had or taken to the many Errors Untruths impertinencies 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 Complainants is very uncertain evasive and insufficient and for further Rejoinder to the Complainants said Replication this Defendant saith that he is not indebted to the Complainants or to either of them in the Sum of Two hundred and Seventy three Star Pagodas, or in any sum of Money whatever and this Defendant saith that he did not receive the piece Goods mentioned in the Account Current annexed to the Complainants Bill of Complaint in this Cause or any part thereof from Govinda Chitty in the said Replication mentioned or from any other person whatsoever as the Factor or Servant of the said Complainants or either of them and this Defendant further saith that one Veerasawmy in this Defendants answer particularly mentioned being indebted to this Defendant in the sum and in such Manner as in this Defendants said answer is already set forth the said Veerasawmy did as a security for the due payment by him of such the Debt of this Defendant, deposit with this Defendant the long Cloths in this Defendants said answer mentioned, but this Defendant positively saith that the said Veerasawmy did not as the Writer of them deposit the said long Cloth or any part thereof nor any Cloths whatever with this Defendant, and this Defendant saith he did not take any Piece Goods whatever from the Store or godowns of the said Repliants said Replication

Contained

Contained of this Defendant having promised to pay the amount
thereof is unfounded in truth and this Defendant saith that neither
the said Repliants or their Servants nor any person Whatever upon
their account did ever demand from this Defendant the payment of
the said long Cloths so by them pretended to have been sold to this De-
fendant and thereupon the Defendant saith that the assertion in
the Repliants said Replication contained of their having demanded the
payment thereof and of this Defendant having put them off from
day to day is untrue and this Defendant admits that such Custom of
Merchants to employ a Factor as in the Repliants said Replication is
set forth may exist but this Defendant positively denies that the
said Govinda Chitty did as the Factor of the said Repliants or that the
said Veerasawmy did as the Writer of the said Repliants sell the said
pieces Cloth or any part thereof to this Defendant as the property of
the said Repliants or either of them and therefore this Defendant
saith he is not accountable to the said Repliants or to either of
them and this Defendant saith he has no concern Whatever with
any transactions or dealings which may exist between the Repli-
cants and the said Veerasawmy if any really exist and this Defendant
saith that so far from this Defendant having stated in his an-
swer as in the said Repliants said Replication is untruly alledged
that this Defendant bought from the Repliants Shop thirty three
pieces of Cloths this Defendant by his said answer most positive-
ly denies to have purchased nor did he purchase from the said
Repliants or from either of them or from any person upon their
account any Cloths Whatever and this Defendant saith that he
knows not from whom the said Veerasawmy purchased or received
the

the Twelve pieces of long Cloths in the Repliant said Replication men-
tioned but this Defendant saith that if the said Veerasawmy has
actually and Bonafide assigned over to the said Repliants the said
Twelve pieces of long Cloth he hath assigned that which he had
no right or power Whatever to assign and from which assign-
ment the said Repliants cannot as this Defendant is advised
and humbly Submits to this Hon'ble Court derive any advan-
tage whatever and this Repliant saith that the Twelve pieces
of long Cloths for the recovery of the amount whereof the pre-
sent suit hath been commenced and the Twenty one pieces of long
Cloths for the recovery of the price whereof the said Repliants hath
commenced another Suit against this Defendant make up the
Thirty three pieces of Cloths which have been pledged with this De-
fendant by the said Veerasawmy as in this Defendants answer
is mentioned, and which Cloths are, as this Repliant verely
believes the same identical Cloths which were so deposited with
this Defendant by the said Veerasawmy and Which will fully
appear by a list and valuation thereof all written in the hand
writing of the said Veerasawmy and which list and Valuation
was delivered over to this Defendant by the said Veerasawmy toge-
ther with the said Thirty three pieces of long Cloths and this Defen-
dant saith that the present Suit and the Suit which hath been
so commenced by the now Complainants as the attornies of the
said Veerasawmy against this Defendant are notwithstanding
the assertion of the Complainants to the Contrary in reality connec-
ted together and that both the said Suits have been set on foot through
the artifice of the said Complainants and of the said Veerasawmy
their Cutcheck or Writer who league together for the purpose of vexing
this

this Defendant of the said twelve and twenty one pieces of long Cloths being the only security which he holds for the debt which is due and owing to this Defendant by the said Veerasawmy and for which purpose the said thirty three pieces of Cloths were by him deposited with this Defendant — All which Matters and things this Defendant is ready and willing to verify maintain and prove as this Hon^ble Court shall direct and therefore most humbly prays as in and by his said answer he hath already prayed —

John White att^y for the Defendant

Interrogatories

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 Madraspatnam wherein John Leonard Biggle and John Dorwick Clerks of Madras Merchants and Copartners are Complainants and Paupiah Moodelly of Madras Inhabitant is Defendant.

On the Part and behalf of the Complainants

To all the Witnesses

1st — Do you know the Parties Complainants and Defendant in the Title of these Interrogatories Named or either and which of them If Yea how long have you so known them or either and which of them Declare —

To Govendo Chitty

2nd — Are You or are You not a Factor employed by the Complainants in the title of these Interrogatories Named for the purpose of disposing of their goods — If Yea, did you or did you not deliver certain pieces goods or long Cloth from the Stores of the Complainants to the Defendant in this Cause and if Yea to whom did the same belong and did the Defendant at the time of receiving the said long Cloth mention his having any Acc^t with Veerasawmy the Writer of the Complainants or did he at that time pay for the same or has he to your Knowledge credible hearsay or belief ever paid for the same and if not, why not, have you or have you not Several times or at any time and how often Demanded payment of the Amount of the said piece goods If Yea what answer did he make declare all you Know have heard or do believe touching the matter in dispute between the Parties Complainants and Defendant —

To Arnachellum Pillah, Ramaling Chitty, Appoo Moodeliar and Ramapawmy —

3d — Do You Know any thing of the Defendants having purchased Piece goods or long Cloth from the Complainants, If Yea, Did he make any and what promise to Pay for the same or did he purchase the same on any other and what account Do You or do you not know whether the Complainants Demanded the payment thereof from the Defendant — If Yea what answer did the Defendant make to the Demands of the said Complainants —

To Arnachellum Pillah

4th — Are You or are you not the Servant of the Complainants in the Title of these Interrogories Named or either of them If Yea have you ever and how often went to the house of the Defendant to Demand of him the Payment of any account If Yea what was the Amount thereof and how did it arise how often did you go and

Demand

Demand the Payment of the same from the said Defendant & If yea what Answer did he make thereto or what Reason did he give for the Non Payment thereof Declare all you know have heard or do believe according to the best of your Knowledge Information and belief.

To all the Witnesses 5th. Do you know of any other Matter or thing touching the Matters in Question in this Cause which may tend to the Benefit or advantage of the Complainants beside what you have been already interrogated unto. If yea Declare the same fully and at large as if you had been particularly interrogated thereunto

Popham
Atty for Complt

Mayors Court at Madraspatnam

Between John Leonard Beggle and John Lodewick Heeske of Madras Merchants and Copartners Complainants and Pauliah Moodely of Madras 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

Govendo Chitty Conicoply of Madras Aged twenty Seven Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant, was on the Seventh Day of October One thousand Seven hundred and Ninety One Sworn & Examined Deposeth as followeth

Signified at the Office of Mr. John White who is Attorney of the Defendant by Casavah my Servant, who also left him a Note of the Name, Title and Place of Abode of the said Defendant, and afterwards On the same Day being Sworn and Examined Deposeth as followeth—

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant John Leonard Beggle in this Cause, & that he hath so known him three Years or thereabouts— & that he doth know the Complainant John Lodewick Heeske in this Cause, and that he hath so known him two Years or thereabouts— & that he doth know the Defendant Pauliah Moodelly in this Cause, and that he hath so known him One Year or thereabouts— and more he saith not to this first Interrogatory—

2d ..... To the Secon Interrogatory this Deponent saith that he is a Servant Employed by the Complainants for the Purpose of disposing of their Goods, & saith that he did deliver certain Piece Goods or Long Cloth from the Stores of the Company to the Defendant through the means of this man, & saith the same belonged to the Complainants— this Deponent & saith that the Defendant did not at the time of receiving the said long Cloth mention his having any Account with Veerasawmy the Writer of the Complainants nor did he at that time pay for the same, & further saith that to his this Deponent knowledge & beleif the Defendant had never paid for the same, for what reason this Deponent cannot say— this Deponent saith he never did at any time or times demand payment of the amount of the said Piece Goods— and more he saith not to this or to the last Interrogatory—

Benjamin Bransfill
Exr

Mayors Court at
Madraspatnam

Between John Leonard Beggle
and John Lodewick Kieffle of
Madras Merchants & Copartners
Complainants & Parupah Mo-
delly of Madras Inhabitant
Defendant

On the Part of the Complainant

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

Arnachellum Pillah Inhabitant of Negapatam Aged twenty Nine
years or thereabouts — being produced as a Witness in this Cause On the Part of the
Complainants, was, on the Seventh Day of October One Thousand Seven hundred &
ninety One Signified at the Office of Mr John White who is attorney for the
Defendant by Casawah 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 Deponent saith, that he doth
know the Complainant John Leonard Beggle in this Cause,
and that he hath so known him eighteen years or thereabouts — &
that he doth know the Complainant John Lodewick Kieffe
in this Cause, and that he hath so known him four Years or
thereabouts — & that he doth know the Defendant Parupah
Modelly in this Cause, and that he hath so known him
One Year or thereabouts — and more he saith not to this first
Interrogatory —

3d ..... To the third Interrogatory this Deponent saith, he knows
of the Defendants having Purchased Piece Goods or Long
Cloths

4th ..... from the Complainants & that he the Defendant promised
to pay for the same with in ten days; & further saith that the
Defendant purchased the same on account of his Master —
This Deponent saith that the Complainant did demand
the payment thereof from the Defendant who promised to pay
the same in a day or two, but put off the payment under Vari-
ous Pretences — and more he saith not to this third Interog —

To the fourth Interrogatory this Deponent saith he is the Ser-
vant of the Complainants & that he went two different times
to the House of the Defendant to demand of him the payment
of the Money in Question — & saith that the amount thereof
was two hundred and eighty Six Pagodas & a Quarter & that
the said Amount did arise by the Defendant having purchased
twenty two Pieces of long Cloth from the Complainants — This
Deponent saith that he did once go & demand the payment of
the same from the Defendant — & further saith the Defendant
promised to pay the same in ten Days, that the Defendant
did not assign any reason for Not paying — at that time —
& more he saith not to this or to the last Interrogatory —

Benjamin Bramfill 26 Sep 1791
Exr

Mayors Court at
Madraspatnam

Between John Leonard
Beggle and John Lodewick
Kieffe of Madras Merchants
and Copartners Complainants
and —

and Paupiah Moodelly of Ma-
dras 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

Ramalinga Chitty Merchant of Madras Aged forty eight Years or
thereabouts being produced as a Witness in this Cause On the Part of the Complainants,
was, on the Seventh Day of October One Thousand seven hundred and Ninety One
Signified at the Office of Mr. John White who is attorney for the Defendant
by Casavah my Servant who also left him a Note of the Name, Title, and
Place of Abode of the said Deponent, and afterwards On the same Day
being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth
know the Complainants John Leonard Beggle & John Lode-
wick Keefke in this Cause, and that he hath so known them
three Years or thereabouts — & that he doth know the Defend.t
Paupiah Moodelly in this Cause, and that he hath so known
him One Year or thereabouts — and more he saith not to this
first Interrogatory —

3d ..... To the third Interrogatory this Deponent saith, that he does
know of the Defendants promise to pay ready Money for the
same — & further saith the said Defendant purchased the same
on account of a Gentleman — this Deponent saith he know
the Complainants did demand the payment thereof from the
Defendant, who promised to pay the same in the course of eight
days — and more he saith not to this or to the last Interrogatory —

Benjamine Bransfill
Exr

Mayor's Court at
Madraspatnam

Between John Leonard
Beggle and John Lodewick
Keefke of Madras Merchants
& Copart.rs Complainants, and
Paupiah Moodelly of Madras
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

Appoo Moodelliar Cancoply of Madras Aged twenty eight Years or thereabouts
being produced as a Witness in this Cause On the Part of the Complainants, was,
on the Seventh Day of October One Thousand seven hundred & Ninety One signified
at the Office of Mr. John White who is attorney for the Defendant by Casavah 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 John Leonard Beggle in this Cause, and
that he hath so known him four Years or thereabouts — & that
he doth know the Complainant John Lodewick Keefke in this
Cause & that he hath so known him three Years or thereabouts —
& that he doth know the Defendant Paupiah Moodelly in
this Cause, and that he hath so known him four Years or there-
abouts — and more he saith not to this first Interrogatory —

3d ..... To the third Interrogatory this Deponent saith that he doth know
of the Defendants having purchased Piece Goods or Long Cloth —

from

from the Complainants & that he promised to pay for the same in eight days, & saith that the Defendant did purchase the same on account of a Gentleman — This Deponent saith he does know that the Complainants did demand the payment thereof from the Defendant, which he the Defendant promised within eight days — and more he saith not to this or to the last Interrg —

2104 £B mwarr

Benjamine Bramfill
Exn

Interrogatories to be Administered to Witnesses to be produced Sworn and examined in a certain Cause depending in the Honble the Mayors Court of Madras patnam wherein John Leonard Boggle and John Ludewyk Sleeske of Madras Merchants are Complainants and Paupa Modelly of the same place Inhabitant is Defendant —

On the part and behalf of the Defendant as follows —

First Interrogatory to all the Witnesses } Do You know the Parties Complainants and Defendant in the Title of this Interrogatories named or either and which of them and how long have you known them or either and which of them respectively Setforth According to the best of your knowledge remembrance and belief and the truth herein fully and at large Declare —

Second Interrogatory to Mootiah Moodelly Vencatachella Naick } Do you know Veerasawmy of Madras Inhabitant — If yea was the said Veerasawmy in the service and Employ of any person or persons and of whom by name in the month of August which was in the year of our Lord One Thousand seven hundred and Ninety, Do you know or can you setforth whether any Accounts at any time heretofore and when in particular existed between the Defendant in the Title of these Interrogatories named and the said Veerasawmy, If yea Do You know or can you setforth whether the said Veerasawmy and the said Defendant did at any time and when particularly come to any Account and reckoning together touching what was then due from the said Veerasawmy to the said Defendant and do You know what was then due from the said Veerasawmy on the balance of such Accounts If yea mention the same did the said Veerasawmy then pay the said balance to the said Defendant or did the said Veerasawmy propose any and what mode of securing the same and did the said Defendant accede thereto mention particularly what then passed between the said Veerasawmy and the said Defendant upon the Occasion and setforth the particulars, according to the best of your knowledge remembrance, and belief and the truth declare —

Chenglevirya Chetty — and Rocheyapah Moodaly and Tellesinga Moodelliar

Third Interrogatory to the same — } Did Veerasawmy in the forgoing Interrogatory named at any time and when and where in Your presence or to your knowledge deliver to the Defendant in the said Interrogatory named any and what quantity of long Cloths If yea wherefore upon what Account and for what purpose were the said long Cloths so delivered by the said Veerasawmy to the said Defendant as you know, have heard, or do believe setforth According to the best of Your knowledge remembrance and —

and belief herein and the truth declare —

Last Interrogatory — Do You know of any other Matter or thing or know 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 Defendant in this Cause besides What you have been interrogated unto If you declare the same fully and at large as if you had been particularly Interrogated thereto

John White Attorney
for the Defendant

Mayors Court at
Madraspatnam

Between John Leonard Beggle
and John Lodewyk Reefke of
Madras Merchant Complainants
and Paupa Moodelly of the same
place Inhabitant Defendant

On the Part of the Defendant.

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

Mootiah Moodelly Principle of Madras Aged twenty Eight Years or thereabouts — being produced as a Witness in this Cause On the Part of the Defendant, was, on the twenty eighth Day of September One Thousand Seven hundred and Ninety One Signified at the Office of Mr. Stephen Popham who is attorney for the Complainants by Casavah 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 Deponent saith, that he does not know the Complainants John Leonard Beggle and John Lodewyk Reefke in this Cause, — but that he doth know the Defendant Paupa Moodelly in this Cause, and that he hath so known him about eight or nine Years — and more he saith not to this first Interrogatory

2nd — To the second Interrogatory this Deponent saith he does know Veerasawmy of Madras Inhabitant, but does not recollect whether the said Veerasawmy was in the service & Employ of any Person or Persons in the month of Augt in the Year of our Lord One Thousand Seven hundred & Ninety — & further saith that he does know that certain accounts did heretofore exist between the Defendant and the said Veerasawmy, but does not know at what particular Period — This Deponent saith he does not know whether the said Veerasawmy & the Defendant did at any time come to any Account or reckoning together touching what was then due from the said Veerasawmy to the said Defendant — and more he saith not to this second Interrogatory —

3d — To the third Interrogatory this Deponent saith, that Veerasawmy in the foregoing Interrogatory named did in his presence as well as in the presence of several others deliver to the Defendant a certain quantity of Long Cloth upon account & for the purpose of securing the payment of a debt due from the said Veerasawmy to the said Defendant — and more he saith not to this or to the last Interrogatory —

Benjamin Bramfill

Mayors Court at
Madraspatnam

Between John Leonard Beggle
and John Lodewyk Reefske of
Madras Merchants Complai-
nant, and Caupa Moodelly of
the same place Inhabitant
Defendant—

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

Venkatachela Naick Merchant of Madras Aged thirty eight Years
or thereabouts — being produced as a Witness in this Cause on the Part of the
Defendant, was on the thirtieth Day of September One Thousand Seven
hundred and Ninety One Signified at the Office of Mr Stephen Popham
[illegible] to Attorney for the Complainants by Casavah my Servant, who also
left him a Note of the Name, Stile, and Place of Abode of the said Deponent,
and after words on the same Day being Sworn and Examined Depose as
followeth—

1st ..... To the first Interrogatory this Deponent saith, that he does
not know the Complainants John Leonard Beggle and John
Lodewyk Reefske in this Cause, but that he doth know the Defen-
dant Caupa Moodelly in this Cause, and that he hath so
known him ten Years or thereabouts — and more he saith
not to this first Interrogatory —

2nd ..... To the Second Interrogatory this Deponent saith, that he
does know Verasawmy of Madras Inhabitant, but does not
know whether the said Verasawmy was in the Service & Em-
ploy of any Person or Persons in the Month of August in the
Year

year of our Lord One thousand Seven hundred & Ninety; & saith he does
know that Accounts did exist previous to the month of July One
Thousand Seven hundred and Ninety, between the Defendant and
the said Verasawmy — This Deponent saith that he does not
know whether the said Verasawmy & the said Defendant did
at any time come to any Account & reckoning together tou-
ching what was then due from the said Verasawmy the said
Defendant — and more he saith not to this second Interrog. —

3rd ..... To the third Interrogatory this Deponent saith that Verasawmy
in the foregoing Interrogatory named, did in the month of July
One Thousand Seven hundred & Ninety at the House of the Defen-
dant in the presence of this Deponent as well as in the pre-
sence of several other Persons deliver to the Defendant thirty
three Pieces of Long Cloth for the purpose of making
payment of Debt due to the Defendant by the Complainant
— and more he saith not to this or to the last Interrogatory —

Benjamin Bramfill
Ex.

mark
the V of
Venkatachela Naick

Mayors Court at
Madraspatnam

Between John Leonard
Beggle and John Lodewyk
Reefske of Madras Merchants
Complainants and Caupa
Moodelly of the same place
Inhabitant Defendant.
On the Part of the Defendant.

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

Rockepah Moodely Coniceply of Madras Aged forty four Years or there-
-abouts — being produced as a Witness in this Cause An the Part of the Defen-
-dant, was, on the twenty fourth Day of September One Thousand Seven hun-
-dred & Ninety One Signified at the Office of Mr. Stephen Popham who is
Attorney for the Complainants by Casavah my Servent who also left him
a Note of the Name, Title & Place of Abode of the said Deponent and after-
-wards On the same Day being Sworn and Examined Deposeth as —
followeth. —

1st ..... To the first Interrogatory this Deponent saith, that he does not
know the Complainant John Leonard Beggle and John Lodewyk
Hueske in this Cause — but that he doth know the Defendant
Caupa Moodelly in this Cause, and that he hath so known him
Six or Seven Years — and more he saith not to this first Interrog.

2nd ..... To the Secon Interrogatory this Deponent saith, that he does
not know whether the said Veerasawmy was in the service & employ
of any Person or Persons in the month of August One Thousand
Seven hundred & Ninty — & saith that he does know that accounts
did exist between the Defendant & the said Veerasawmy in
the Month of August One Thousand Seven Hundred & Ninty
— & that the said Veerasawmy & the said Defendant in the said
month of August One Thousand Seven hundred & Ninty did
come to an account or reckoning touching what was then due
from the said Veerasawmy to the Defendant; & saith that
four hundred & fifty Pagodas or thereabouts — was then due
from the said Veerasawmy on the Balance of such accounts; & —
further

further saith that the said Veerasawmy did not pay the said Balance
to the Defendant but purposed to mortgage a quantity of Long
Cloth which he expected at that time from the Northward, —
which proposal the said Defendant did accede to — and more
he saith not to this second Interrogatory. —

3d ..... To the third Interrogatory this Deponent saith, that the said
Veerasawmy did in the month of August One Thousand Seven
hundred and Ninty deliver to the Defendant thirty three pieces
of long Cloths in the presence of the Defendant as well as in
the presence of Sondaray Mootoo Mondelliar, & Candapah
— & further saith that the said Long Cloths were so delivered —
from the purpose of securing aforementioned four hundred
& fifty Pagodas due from the said Veerasawmy to the
Defendant. This Deponent saith that at the time the —
said Veerasawmy delivered the said long Cloths to the Defend.
he made out a list of the long Cloth with the prices annexed
& gave it to the Defendant — and more he saith not to this
or to the last Interrogatory —

Benjamin Bransfill
Ex.

Mayor's Court at
Madraspatnam

Between John Leonard
Beggle and John Lodewyk
Hueske of Madras Mer-
-chants Complainants and
Caupa

Paupa Moodelly of the same place
Inhabitant Defendant
On the Part of the Defendant

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

Tellesinga Moodelly Dubash of Madras Aged twenty Nine years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant, was, on the fifth Day of October One thousand Seven hundred and Ninty One signified at the office of Mr. Stephen Popham who is Attorney for the Complainants by Casavah 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 doth know the Complainant John Leonard Beggle in this Cause, and that he hath so known him five or six Years — & that he doth not know the Complainant John Ldewigh Kleefke in this Cause — & that he doth know the Defendant Paupa Moodelly in this Cause, & that he hath so known him five Years or thereabouts — and more he saith not to this first Interrogatory —

2nd ..... To the Second Interrogatory this Deponent saith, he does know Veerasawmy of Madras Inhabitant but does not know whether the said Veerasawmy was in the Service & employ of any Person or Persons in the Month of August, which was in the Year of our Lord One thousand Seven hundred & Ninty, & further saith he does know that certain accounts did exist some time in the month of July One thousand seven hundred & Ninty between the Defendant & the said Veerasawmy; & saith that he does know that the said Veerasawmy & the Defendant did in the month of July One Thousand Seven hundred and Ninty come to an account Reckoning together — together touching what was then due from the said Veerasawmy to the Defendant — & saith that on the Balance of such accounts a sum of four hundred & fifty Pagodas, was due by the said Veerasawmy and further saith the said Veerasawmy did not then pay the said Balance to the Defendant but proposed to secure the payment thereof by depositing with the Defendant thirty Pieces of Long Cloth — & saith that the Defendant did accede thereto; & this Deponent does not recollect any conversation that then passed upon that occasion — and more he saith not to this second Interrogatory —

3d ..... To the third Interrogatory this Deponent saith that Veerasawmy did in the month of July One Thousand seven hundred and ninty at the house of the Defendant in the presence of this Deponent as well as in the Presence of several other Persons deliver to the Defendant thirty three Pieces of Long Cloth upon account & for the purpose of securing the Payment of a debt of four hundred & fifty Pagodas due from the said Veerasawmy to the Defendant — and more he saith not to this or to the last Interrogatory — 9d Dabs 19d

Benjamine Bransfill
Exr

Mayors Court at

Madraispatnam

Tuesday the 15th Day of May

Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Henry Chichley Michell and William Abbott

Aldermen

Between John Leonard Beggle and John Ladewyk Reuske of Madras Merchant and Copartners Complainant and Paupah Moodelly of the same place Inhabitant Defendant.—

This Cause coming onto be Heard and Debated this Day in the presence of the Attornies on both Sides on Reading the Complainants Bill with Copy of an Account annexed, Two Affidavits of John Leonard Beggle one of the Complainants The Defendants Answer The Amended Replication, The Amended Rejoinder, The Interrogatories and Depositions on the part of the Complainants, The Interrogatories and Depositions on the part of the 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 Complainants the full and Just sum of Two Hundred and Seventy three Star Pagodas / Star Pagodas 273—"—"—/ together with Interest thereon from the 15th day of October 1790. at the Rate of Eight p Cent p Annum untill full payment is made also all Costs of this Suit

Thousand Seven hundred

Filed 29th May 1792

To the Honble the Mayors Court at Madraispatnam

Between John Whitehill by his attorney Michael Topping Compainant and Elias Minas Surviving Executor of John Galdar deceased Defendant.—

The humble Petition of the above named Defendant

Sheweth

That the above named Compliainant on the ninth day of December which was in the Year of Our Lord One thousand Seven hundred and Ninety One Exhibit and file his Bill of Complaint in this Honble Court against Your Petitioner and therein and thereby pray that this Honble Court might Cause Your Petitioner to be Summoned by the Sheriff of Fort St. 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 then to Answer the said Complainants Bill of Complaint—

And Your Petitioner Sheweth unto this Honble Court that Summons did accordingly Issue against Your Petitioner and upon return thereof that Your Petitioner was not to be found the above named Complainant did upon the usual affidavit that Your petitioner stood indebted unto him the Complainant in the sum said for pray for and obtain a Writ of Sequestration and did thereon sequester the Sum of three Thousand five hundred and—

Mayors Court at
Madraispatnam

Tuesday the 15th Day of May
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
Henry Chichley Michell and William Abbott
Aldermen

Between John Leonard Biggle
and John Ludewyk Sluyske of Ma-
dras Merchant and Copartners
Complainant and Parupah Mer-
dally of the same place Inhabi-
tant Defendant

This Cause coming onto be Heard and Debated
this Day in the presence of the Attornies on both Sides on Reading the
Complainants Bill with Copy of an Account annexed Two Affidavits
of John Leonard Biggle one of the Complainants The Defendants
Answer The Amended Replication, The Amended Rejoinder, The In-
terrogatories and Depositions on the part of the Complainants, The
Interrogatories and Depositions on the part of the Defendant On
Hearing the Pleadings made Use of by the Attornies and 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 Complainants the full and Just sum of Two Hundred
and Seventy three Star Pagodas / Star Pagodas 273—"—"/ together
with Interest thereon from the 15th day of October 1790, at the Rate of
Eight p Cent p Annum untill full payment is made also all
Costs of this Suit

Thousand Seven hundred

Feb. 22d May 1792.

To the Honble the Mayors
Court at Madraispatnam

Between John Whitehill by
his attorney Michael Topping
Complainant and Elias Minas Sur-
viving Executor of John Gal-
deceased Defendant—

The humble Petition of the above named Defendant

Sheweth

That the above named Complainant did on the ninth day
of December which was in the Year of Our Lord One thousand
Seven hundred and Ninety One Exhibit and file his Bill of
Complaint in this Honble Court against Your Petitioner and
therein and thereby pray that this Honble Court might Cause
your Petitioner 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 this Honble Court prefixed and appointed then and
then to Answer the said Complainants Bill of Complaint—

And your Petitioner Sheweth unto this Honble
Court that a Summons did accordingly issue against Your Petitioner
and upon a return thereof that Your Petitioner was not to be found
the above named Complainant did upon the usual affidavit
that Your petitioner stood indebted unto him the Complainant
in the sum said for pray for and obtain a Writ of Sequestration
and did thereon sequester the Sum of three Thousand five hundred
and—

and Seventy three Pagodas and two Fanams the property of your petitioners Testator and did pay that the same might be paid into the hands of the Accomplant General of this Honble Court —

And Your Petitioner sheweth unto this Honble Court that on the first day of the present Instant Your Petitioner did appear by his Attornies in Court to the Complainants said Bill of Complaint and did upon such his appearance pray that an order might issue to the Accomptant General to deliver up the said Sum of three Thousand five hundred and Seventy three Pags and two fanams so sequestered as aforesaid To which prayer the Attorney for the Complainant did object until Your Petitioner should previously give Bill and Your Petitioners attornies on Objection thereto did acquaint this Honble Court that Your Petitioner was sued as Executor and that thereupon this Honble Court were pleased to Order that the matter should stand over until the next Court day Mr Alderman Roebuck dissenting to the Resolution of this Honble Cour for that the Sequistration was superceded by the appearance of the Defendant who was sued as an Executor —

And your Petitioner Sheweth unto this Honble Court that the same coming on to be considered on the fifteenth day of the present Instant and this Honble Court having taken the same into Consideration were pleased to Order that the said Objections of the Complainants attorney should be over ruled; but that the Sum Seized under Sequestration should remain deposited in the Company's Treasury until a Decree should be given by this Honble Court Mr Alderman Abbott dissenting to the Resolution of the Court —

And Your Petitioner humbly Sheweth that by the said Order of this Honble Court whereby the sum seized under sequestration should remain deposited in the Company's Treasury until a Decree should be given by this Honble Court — your petitioner is much aggrieved —

Because that a sequestration upon mesne process is merely to Compel the appearance of a Defendant to Answer the Complainants Bill of Complaint according to the prayer thereof and that the appearance of a Defendant does by curing the contempt supercede the sequestration — because by such appearance the Complainant has all he has required by the prayer of his Bill of Complaint —

Because it is contrary to the Law of His majesty's High Court of Chancery by which the practice of this Honble Court is in some degree guided to withhold money or premisses Sequestered after an appearance on the part of the Defendant and contrary to the invariable course of this Honble Court and lastly —

Because the Objection of the Complainants Attorney was only to preclude and appearance in the part of your Petitioner until such time as Your Petitioner should previously give Bail —

Your Petitioner therefore Most humbly prays a Rehearing of the said Order of this Honble Court of the fifteenth day of the present Instant, he submitting to pay what Costs this Honble Court shall award in Case his prayer by found groundless —

And Your Petitioner shall Ever pray —

J. Stuart Hall } Att.ys for Deft.
And Hamilton }

and Seventy three pagodas and two fanams the property of your petitioners Testator and did pay that the same might be paid into the hands of the Accomplant General of this Honble Court —

And Your Petitioner sheweth unto this Honble Court that on the first day of the present Instant Your Petitioner did appear by his Attornies in Court to the Complainants said Bill of Complaint and did upon such his appearance pray that an order might issue to the Accomptant General to deliver up the said Sum of three Thousand five hundred and Seventy three Pags and two fanams so sequestered as aforesaid To which prayer the Attorney for the Complainant did object until Your Petitioner should previously give Bill and Your Petitioners Attornies in Objection thereto did acquaint this Honble Court that Your Petitioner was sued as Executor and that thereupon this Honble Court were pleased to Order that the matter should stand over until the next Court day Mr Sherman Roebuck dissenting to the Resolution of this Honble Cour for that the Sequestration was superceded by the appearance of the Defendant who was sued as an Executor —

And your Petitioner Sheweth unto this Honble Court that the same coming on to be considered on the fifteenth day of the present Instant and this Honble Court having taken the same into Consideration were pleased to Order that the said Objections of the Complainants Attorney should be over ruled; but that the Sum Seized under Sequestration — should remain deposited in the Company's Treasury until a Decree should be given by this Honble Court Mr Sherman abbott dissenting to the Resolution of the Court —

And Your Petitioner humbly Sheweth that by the said Order of this Honble Court whereby the sum seized under sequestration should remain deposited in the Company's Treasury until a Decree should be given by this Honble Court — your petitioner is much aggrieved —

Because that a Sequestration upon mesne process is merely to Compel the appearance of a Defendant to Answer the Complainants Bill of Complaint according to the prayer thereof and that the appearance of a Defendant does by curing the contempt supercede the sequestration — because by such appearance the Complainant has all he has required by the prayer of his Bill of Complaint —

Because its contrary to the Law of His majesty's High Court of Chancery by which the practice of this Honble Court is in some degree guided to withhold money or premisses Sequestered after an appearance on the part of the Defendant and contrary to the invariable course of this Honble Court and lastly —

Because the Objection of the Complainants Attorney was only to preclude and appearance in the part of Your Petitioner until such time as Your Petitioner should previously give Bail —

Your Petitioner therefore most humbly prays a Rehearing of the said Order of this Honble Court of the fifteenth day of the present Instant, he submitting to pay what Costs this Honble Court shall award in [illegible] yer by found ground-less —

And Your [illegible] all Ever pray —

Bruere Hall } Att.s for Def.t
Sir Hamelton }

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22d Day of May Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Mitford and James Daly

Aldermen

John Whittle by his attorney Michael Topping

Elias Minas Surviving Executor of John Galdar Deceased

Petition of the Defendant Read and filed this day praying a Rehearing of the Order of the Court passed in this Cause on the 15th Instant — The Court having taken the same into Consideration are Unanimously of Opinion that the prayer of Petition ought not to be allowed, it is therefore Ordered that the same be over-ruled. —

Filed 24th May 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator George Mass of Madras Inhabitant by his attorney and assignee Thomas Barrett also of the same place Inhabitant That sometime in the Year of Our Lord One Thousand Seven hundred and Ninety Edward Belling of Madras aforesaid Inhabitant did become indebted unto Your Orator in the Sum of four hundred and fifty Star pagodas and did for securing the payment thereof unto Your Orator his Heirs Executors Administrators or Assigns Execute a certain Bond or Obligation in Writing bearing date the fifteenth day of June in the said-

said Year of Our Lord One Thousand Seven hundred and Ninety and therein and thereby become bound unto Your Orator in the penal Sum of nine hundred Pagodas conditioned for the payment to Your Orator his heirs Executors administrators or Assigns of the sum of four hundred and fifty Star Pagodas together with such Interest as should or might become due thereon and Your Orator Sheweth unto this Honble Court that for the further securing unto Your Orator the said sum of four hundred and fifty pagodas together with such Interest as might arise and grow due thereon he the said Edward Belling did on the day of the date of the said Bond give a Warrant of attorney for confessing Judgment to your Orator in this Honble Court for the said Sum of four hundred and fifty pagodas and Your Orator Sheweth unto this Honble Court that the said Edward Belling did some time afterwards pay unto Your Orator at different periods several sums of Money towards paying and Satisfying the said Sum of four hundred and fifty Pagodas and the Interest due thereon amounting in the whole to the sum of One hundred and Sixty Pagodas which together with Interest according to the respective dates of payment make the Sum of One hundred and Seventy five Pagodas thirty fanams and twenty Seven cash which deducted from the sum of five hundred and Thirty Seven pagodas thirty One fanams and forty Cash the Amount principal and Interest due on the said Bond leaves a Balance due to Your Orator of the sum of three hundred and Sixty two Pagodas One fanam and thirteen Cash and Your Orator Sheweth unto this Honble Court that thereupon the said Edward Belling stands Justly and truly indebted unto your Orator in the full and Just Sum of three hundred and Sixty —

Sixty two pagodas One fanam and thirteen 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 four Pounds Sixteen Shillings and two pence or there abouts as will more fully and at large appear by the Copy of an account hereunto Annexed for the inspection of this Honble Court to which Your Orator begs leave to refer and prays the same may be taken as part of this his Bill of Complaint the Original being in your Orators posession and ready to be produced when required and Your Orator Sheweth unto this Honble Court that he hath frequently and in an amicable Manner Requested payment from the said Edward Pelling of the said Sum of three hundred and Sixty two pagodas One fanam and thirteen Cash

But now so it is May it please this Honble Court the said Edward Pelling Obstinately and Willfully 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 Edward Pelling May upon his Corporal Oath full true direct and perfect Answer make to all and singular the matters and things hereinbefore Set forth and alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of three hundred and Sixty two pagodas One fanam and thirteen 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 Edward Pelling 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 by and abide by such Order and Decree therein as to this Honble Court shall seem Meet—

Fort St. George 24th may 1792.

This Bill was shewn to me in the day of adjournment. let a Summon returnable Next Court day. —

Andrew Ross
Mayor

J. Stuart Hall
for himself &
John Hamilton
} Attys for Compt.

Mayors Court at
Madraspatnam

Tuesday the 29th Day of May
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and John Mitford
Aldermen

Between George Moss of Madras Inhabitant by his attorney and assignee Thomas Barrett also of the same place Inhabitant Complainant and Edward Pelling of madras aforesaid Inhabitant Defendant

The Defendant by his attorney Mr. John Wilkenson 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 Sixty two Pagodas One Fanam and thirteen Cash Pagodas 362.-1-13 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

Dr. Edward Pelling in Account with George Moss Cr.

1792 June 16	To the Amount Principal & Interest Sundry Judgment bearing date this day	450		
	To Interest on the above from 16th June 1790 to 31st January 1792 at 12 p Cent p Annum	37.3.40		
			Mad. Pagodas	5.3.7. 31.40

By Cash Received from Mr. Wilkenson on the
different Times as the may Requests 160
By Interest on the above from their respective date to the
31st January 1792 -
as Pr. Sundry Accounts
1-30-15
1-28-27
1-24-28
1-20-45
1-14-35
1-9-38
1-6-45
1-3-6
39-66
36-38
33-10
29-7
26-24
19-36
16-32
12-44
15.3.27

By Balance due 362.1.13
Mad. Pagodas 5.3.7.31.40
Fort St George 31st January 1792
Errors Excepted
Wm Gregory Wm Hamilton
Actns for Geo. Moss
Actns for Comp.t

Filed 16. March 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Ariapille of Madras Inhabitant that Annah Teyangaraussan alias Teyangaraussan Annah and Cinnal Appy of Negapatam Inhabitants stand justly and truly indebted unto your Orator in the just and just sum of five hundred and forty three Pagodas Seven fanams and twenty one Cash Current Money of Madras making into Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of Two hundred and Seventeen Pounds five Shillings and three Pence or thereabouts as will more fully and at large appear by the Copies Translate of a Bond with covenant to sue for and recover the same in this Honorable Court and an Account hereunto annexed for the inspection of this Honble Court to which Your Orator begs leave to refer to and prays the same may be taken as part of this his Bill of Complaint the originals whereof are in your Orators posession and 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 Annah Teyangaraussan alias Teyangaraussan Annah and Cinnal Appy of the said Sum of five hundred and forty three Pagodas Seven fanams and Twenty one Cash

But now so it is may it please this Honble Court the said Annah Teyangaraussan alias Teyangaraussan Annah and Cinnal Appy obstinately and wilfully refuse to pay the same or to give your Orator any or answer 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 Annah Teyangaraussan alias Teyangaraussan Annah and Cinnal Appy may upon their respective corporal Oath full true direct and perfect answer make to all and singular the matters and things herein before setforth and alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated unto and that they may be Decreed to pay unto your Orator the aforesaid Sum of five hundred and forty three Pagodas Seven fanams and Twenty one Cash with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit

May it Please this Honble Court to cause the said Annah Teyangaraussan alias Teyangaraussan Annah and Cinnal Appy 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 prescribed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet

This 16th Day of March 1792

This Bill was shewn to me in the days of adjournment for a Summons Issue returnable next Court Day

Andrew Ross
Mayor

John Wilkenson
Atty for Compt.

Translation of a Bond dated 21st July 1791 —

We Annah Teyaugaraiusan and Cinnal Appy both of us of Nagapatam do Jointly give this Bond to Ariapillay of Madras — that is to say —

In consequence of our urgent occasion we have this day borrowed and received of you the Sum of 505 / fan. 12, Five — hundred and five Star Pagodas and twelve Fanams Current Money of Madras which sum we do hereby Jointly and seperately engage to pay you on demand with all such Interest as shall or may become due thereon at the rate of 12 p. Ct. p. Annum In — default of which you are hereby empowered to receive it by pro — secuting in the Honble the Mayor's Court at Madraspatnam. Thus we both have given this Bond with our free will and — Consent, Witnesses Nangoor Saumenaidapilla & Kewalore Anna maliapa Pilla by their Knowledge this Bond was — drawn by Poloovaraya —

/Signed/ Teyaugaraiusan Annah
/marked/ Cinnal Appy —

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

/Signed/ Ranganaidoo
Interpreter

A true Copy
John Wilkinson
Att.y for Compt.

Dr. Annah Teyaugaraiusan alias Teyauganaiusan Annah & Cinnal Appy in a/c with Ariapillay &c

1791. July	21st	To the Amount of your Joint & Seperate Bond of this days date	505	12	—	1792. March	6th	By Balance due	543 7 21
1792. March	6th	To Interest on D.o from July 21st to this day being 7 months & 15 days @ 12 p. Cent per Annum	37	10	21				
		Pagodas	543	7	21			Pagodas	543 7 21

Madras 6th March 1792 —

E. E. & /Signed/

A true Copy
John Wilkinson
Att.y for Compt.

Mayor's Court at Madraspatnam

Tuesday the 29th Day of May Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and John Mitford
Aldermen

Between Ariapilla of Madras Inhabitant Complainant and — Annah Teyaugaraiusan alias — Teyaugaraiusan Annah and Cinnal Appy of Negapatam 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 Defendants do pay unto the Complainant the full and Just sum of — Five hundred and forty three Pagodas Seven Fanams and Twenty one Cash / Pagodas 543. 7 — 21 / 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 17th March 1792.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Andy Veera Permall Naick of Madras Inhabitant by his Assignee Francis de Above of the same place Inhabitant. That some time on or about the Twenty Third day of October which was in the Year One Thousand Seven hundred and Seventy Nine Colundaul Venkataraumman of Madras Inhabitant the Manager of the Estate of Ravanapah Naick Deceased hereafter mentioned being pressed by Messieurs Strange and Roebuck of Madras Esquires for the payment of a sum of One Thousand five hundred and thirty five Pagodas by them charged to be due on a Ballance of Accounts from the said Ravanapa Naick Deceased solicited and Entreated Your Orator to become responsible to his the said Ravanapa Naicks Creditors of the payment of the said Sum of One Thousand five hundred and thirty five Pags. and as a Security to Your Orator for so doing proposed to him to accept a Mortgage on an House in Triplicane and a Village in Sundalum the property of the said Ravanapa Naick Your Orator Sheweth that from his good intentions towards the said Colundaul Venkataraumman he agreed to become responsible as required to the said Messieurs Strange and Roebuck and became security for their demand on the said Colundaul Venkataraumman by giving them his Bond for the Debt which they accepted and thenceforth ceased to trouble or call upon him their said Debtor as manager aforesaid on account of their said Claim but entirely looked for satisfaction of the same to your Orator. and your Orator sheweth that having so became Security for the said Colundaul Venkataraumman to

to his Creditors aforesaid your Orator took the Mortgage Security as aforesaid proposed to him by the said Colundaul Venkataraumman on the said House and Village. And your Orator sheweth that some time after such Bond by him Executed to the said Strange and Roebuck became due the said Strange and Roebuck prosecuted your Orator for the payment of the same to Judgment and Execution and your Orator was thereupon committed to Jail. Your Orator sheweth that on being committed to Jail he sent for the said Colundaul Venkataraumman and represented to him the Extremity to which he was driven on his account and therefore desired him to grant Your Orator a Power in writing to enable him to sell such House and Premises in Mortgage to him as aforesaid in order to satisfy so far as the amount Sale would Extend the demand of the said Strange and Roebuck on him, and your Orator Sheweth that the said Colundaul Venkataraumman immediately drew out and Executed to Your Orator such Power by means of which Your orator was enabled to procure his Enlargement and did Shortly after agreeable to the Power granted him by the said Colundaul Venkataraumman sell the Property in Mortgage to him and did pay the produce being a Sum of Nine hundred and Seventy Pagodas on account of the said Strange and Roebuck to whom your Orator Executed a fresh Note of hand for the remaining Balance of five hundred Sixty four Pagodas and Your Orator did further pay the Charges attending the Execution out of his own private funds being a sum of One hundred and Thirty Eight Pagodas Twenty two fanams and forty Cash. Your Orator sheweth that a few days after Executing such his Note of hand to the said Strange and Roebuck he sent for the said Colundaul Venkataraumman and desired him to Execute his Bond for the said Sum of five hundred and Sixty

five

five Pagodas the amount of the said Note of Hand given to the said Strange and Rochrick and the Law charges of One hundred and Thirty Eight Pagodas twenty two fanams and forty Cash in all making a Sum of Seven hunder and three Pagodas twenty two fanams and forty Cash in order to secure him from all future trouble of Such his Expences and responsiblety on his account. And your Orator Sheweth that the said Colundaul Venkataraumun agreeing thereto did Execute to your Orator on the Thirteenth day of June one Thousand Seven hundred and Eighty two an agreement for the payment of the said Sum of Seven hunder and three Pagd. and an half payable to your Orator after the Expiration of Six Months from the date thereof and which debt he hath at all times since such the Execution of his said agreement acknowledged and admitted but neglects on various Excuses to pay, wherefore Your Orator Charges that the said Colundaul Venkataraumun Stands Justly indebted unto your Orator in the premises and by means aforesaid for Principal and Interest of his Agreement the full and Just Sum of One Thousand five hundred and Eighteen Pagodas Thirty Eight fanams and forty Six Cash Current money of Madras making into Sterling Money of Great Britain at the rate of Eight Shilling for every Pagoda the sum of Six hundred and Seven Pounds Ten Shillings and ten Pence or thereabouts as will more fully and at large appear by the Copies Translate of the agreement before mentioned and an Account and Assignment of the said agreement hereunto annexed for the inspecton of this Honble Court to which Your Orator begs leave to refer and prays may be taken severally as parts of this his Bill of Complaint the original whereof are in Your orator's possession and ready to be produced and proved whereunto

required. And Your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable manner requested payment from the said Colundaul Venkataraumun of the said Sum of One Thousand five hundred and Eighteen Pagodas Thirty Eight fanams and forty Six Cash

But now so it is may it please this Honble Court the said Colundaul Venkataraumun 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 Colundaul Venkataraumun 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 unto and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand five hundred and Eighteen Pagodas Thirty Eight fanams and forty Six Cash with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit

May it Please this Honble Court to cause the said Colundaul Venkataraumun 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

Decree therein as to this Honble Court shall seem Meet

This 17th Day of March 1792.

This Bill was Shew to me in the Days of adjournment let a Summons Issue returnable next Court Day

Andrew Ross
Mayor

J Wilkenson
Attr for Compt.

Translation of an Agreement Dated 13th June 1782.

We Colundaul Vencatarauman and Venatarangayan do in conjunction with our Copartners give this Agreement to andy Verapermall Naick that is to say

In consequence of your having engaged you to become Security in Account of the Ballee of the sum of 1535 Pagodas which was due to the Committee by Rawanapa Naick to Messrs Strange and Roebuck you have after having deducted the amount sale of the House at Triplicane and Previledge at Tondaleur given your Promissory Note to Mr Robuck for the sum of 565 Pagodas being the remainder of the same, and we do hereby engage to pay the said money, as well as 44 Pagodas and 4½ fanams the amount of Mr Boomleys Bill, and also 84 Pagodas and 28 fanams the amount of Mr Dupuys Bill Taxed by the Register together with the Intenest 93¾ Pagodas which became due thereon for 13 months in all Pagodas 703½ and also the amount of the Charges you have been at during the time you was in Jail on our account, agreeable to your account with Interest; all which Sums we do hereby deduct the Sum which might have been paid in part from the collections of the outstanding Ballances due to Ravanapah Naick. Thus we have Voluntarily given this agreement Witness's yeelam Vencumbattoo Chitty and Velandy Venatachella Chitty by their knowledge Drawn by Colundaul Venatarauman's own hand writing.

Witnesses Signed
Venatachellam
yeealy Vencumbattoo

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

(Signed) Ranganaudom
Interpreter

A True Copy
John Wilkenson
Attr for Compt.

Dr Colundaul Vencatarauman in Account with Andy Veera Permall Naick &c.

1782				1792			
June	13	To the amount of your Bond agreement of this days date	703.22.40	Feby	10	By Balance due	1518.38.46
1792 Feby	10	To Interest on d° to this day being 9 years 7 months & 27 days at 12 p Cent p An.	815.16.46				
			Pagodas 1518.38.46				Pagodas 1518.38.46

Madras 10th February 1792

E C (Signed)

A True Copy
John Wilkenson
Attr for Compt.

To all People to whom these Presents shall come Greeting
Whereas Colundaul Vencataraumen of Madras Inhabitant
in and by the Ballance of an Account bearing date the Tenth
day of February in the year One Thousand Seven hundred and
Ninety two arising upon an agreement bearing date the
thirteenth day of June one Thousand Seven hundred and Eighty
two stands Justly and truly indetted unto Andy Veera Permall
Naick of Madras Inhabitant in the full and Just Sum
of One Thousand five hundred and Eighteen Pagodas Thirty
Eight fanams and forty Ds Cash Current Money of Madras
as in and by the said Agreement and account may more
fully appear. Now know Ye that the said Andy Veera
Permall Naick for the Consideration of five Pagodas and
for various other good Considerations to him in hand paid
by Francis De Abreu of the same place Inhabitant at or
before the sealing and delivery of these Presents the receipt whereof
of he the said Andy Veera Permall Naick doth thereby acknow-
ledge, he the said Andy Veera Permall Naick hath assigned
and set over and by these Presents Doth assign and set
over unto the said Francis De Abreu the said Agreement
and account and the money or amount Principal and
Interest thereupon due and owing and which may become
due thereupon and all his right and title of in and to the same
and every part thereof and the said Andy Veera Permall Naick
for the Consideration aforesaid Hath made constituted and
appointed and by these Presents doth make constitutes
and appointed the said Francis De Abreu His Heirs, Executors,
administrators or assigns his true and Lawfull Attorney
or Attornies irrevocable for him and in his Name and in
the Name and Names of his Heirs Executors, administrators or assigns
but for the sole and Proper use and benefit of the said Francis De
Abreu his Heirs Executors administrators or assigns to ask, require
a[illegible]nand and receive of the said Colundaul Vencataraumen his
Heirs Executors and administrators the money due or to become
due on the said Agreement and account and on non payment
thereof he the said Francis De Abreu his Heirs Executors
administrators or assigns to sue for and recover the same and
on payment thereof to deliver up the said agreement and account
and give Sufficient releases and discharges therefor and one or
more Attorney or Attornies under him to constitute and appoint
and whatsoever the said Francis De Abreue or his Attorney or
Attornies under him shall lawfully do in the Premises the
the said Andy Veera Permall Naick doth hereby allow and
affirm and he the said Andy Veera Permall Naick doth
Covenant with the said Francis de Abreue that he the said
Andy Veera Permall Naick hath not received or will receive
the said Money due or to become due on the said Agreement
and Account or any part thereof neither shall or will release
or discharge the same or any part thereof but will own and
allow of all lawfull proceedings for the recovery thereof he
the said Andy Veera Permall Naick saving the said Francis
De Abreue harmless of and from any Acts that may hap-
-pen to him thereby — In Witness whereof the said Andy Veera
Permall Naick hath hereunto set his Hand and Seal in Madras a-
foresaid this twelfth day of February one thousand Seven hundred and
Ninety Two.

Signed Sealed and Delivered (where no
Stampt paper is to be had) in the Presence of

Signed / [illegible]

Signed / Saumah Vencatakistnamah

Signed / [illegible] (L.S.)

Attest
John Wilkerson
Atty for Compt

Filed 29th May 1792.

In the Honble the Mayor's
Court at Madraspatnam

Between Andy Veera-
Permall Naick by his Assignee
Francis de Abrew of Madras
Inhabitant Complainant and
Coliantaul Venecatarumen
of the same Place Inhabitant
Defendant

The Affidavit of Thomas Ives one of the
Serjeants of this Honble Court

This Deponent maketh Oath and Saith that
he did personelly at Several times Serve the above Named
Defendant in his Dwelling House with three Rules issued
out of this Honble Court in the above Cause requiring the
said Defendant to Answer the above Named Complai-
nants Bill the last of which Rules was peremptory as
follows Further day is given for the Defendant till the 2d
Instant to Answer the Complainants Bill in default
of which Judgement will be given for the Complainant

Sworn to in Court
this 29th May 1792 -

/Signed/ G. Taylor
Reg.

/Signed/ G. Eskine
D. Reg.
Thos. Ives

Mayor's Court at
Madraspatnam

Tuesday the 29th Day of May
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and John Astour
Aldermen

Between Andy Vera Permall
Naick of Madras Inhabitant
by his Attorney Francis de Abrue of
the same place Inhabitant Com-
plainant and Coliantaul Venecata-
varumare of Madras Inhabitant
Defendant

It Appearing by the Recourds of this Court
that the Usual Rules have issued for the Defendant to Answer
the Complainants Bill which he has Neglected doing -
This Court doth therefore think fit to Order and Decree
and doth accordingly Order and Decree that the Defendant
shall pay unto the Complainant the full and Just Sum
of One Thousand five hundred and Eighteen Pagodas Thirty
Eight Fanams and Forty Six Cash/ Pags. 1518. 38. 46/
together with all such Interest as now is or shall hereafter
become due thereon untill full payment is made also
all Costs of this Suit

A Cur

Filed the 17th April 1792

To the Honble the Mayors Court at Madraspatnam

Between Peravally Pariah Complainant — and — Moorugapen alias Trumangalum Vencatacha Chitty Moorugapen Defendant

The Humble Petition of Serumangalum Cundapah Chitty Son and Heir of Serumangalum Survana Chitty Deceased and Chinna Cundapah Chitty Son and Heir of Serumangalum Armogam Chitty Deceased Wardens or Managers of the Property of the Pagoda of Coimbadoo named Coorungaulusswarar and Vycontapermall

Shew

That the above named Complainant did some time on or about the first Day of September which was in the year One Thousand Seven hundred and Ninety Exhibit his Bill of Complaint in this Honble Court against the said Defendant Moorugapen alias Trumangalum Vencatasha Chitty Moorugapen to recover a Sum of Two hundred and Seventy Eight Pagodas and five fanams alledged to be due by reason of the matters and things in his said Bill of Complaint set forth — That upon such Bill being filed against the said Defendant a Summons did Issue and was served upon the Defendant as Your Petitioners believe to appear and answer the Complaint of the said Peravally Pariah and That agreeable the usual Rules of the Proceedings of the Court a Decree was at length had in the said Cause in favor of the said Complainant twixt on or about the fourteenth day of June in the year One Thousand Seven hundred and Ninety One That upon Such

such Decree being granted in favor of the Complainant the attorney for the said Complainant did some time on or about the Twenty Eighth day of the same month pray that a Warrant of Execution dirested to the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof might Issue against the Goods and Chattles of the said Defendant — That a Warrant of Execution did accordingly Issue on or about the Tenth Day of March in the Present year one Thousand Seven hundred and Ninety two as your Petitioners believe and that by virtue thereof the said Sheriff either of his own accord or by direction of the said Complainant in the Cause or some on at his Instance or otherwise did illegally Seize on certain free gift Lands a Choultry Garden and other Premises situate and being at Coimbadoo the encumbered and unquestionable property of the Pagoda of Coimbadoo by the name or discription of Coorungaulees-swarar and Vycontapermall to which said Pagoda and Charities your Petitioners are Wardens or Managers — your Petitioners in order to evince to the satisfaction of this Honble Court in what manner such Premises became the property of the said Pagoda beg leave to shew — That the Lands and Premises were procured by your Petitioners Grandfather named Cundapah Chitty and Comarapa Chitty and by them allotted to the said Pagoda of Coorungaulees-swarar and Vycontapermall of Coimbadoo the produce whereof they did receive and allot to defray the Charitable acts of the said Pagoda — That after the Death of your Petitioners Grandfathers the said Cundapah Chitty and Comarapa Chitty Your Petitioners father named Survana Chitty and Armoga Chitty did in like manner

manner as their fathers Your Petitioners said Grandfather continue the same charities - and Your Petitioners shew that besides - such Lands, Gardins, Choultry and Premises procured and allotted to the said Pagoda by your Petitioners said Grandfathers your Petitioners Fathers the said Saravana Chitty and Arroga Chitty did further by their own Labour and industry procure and allot to the same Charities some more Lands and Premises and made many repairs on the former Premises so procured and Erected by their fathers and did entirely give up the same to the benefit of the said Pagoda from the Produces where of they defrayed the Charitable acts of the said Pagoda and did so continue the management thereof without any claiming or Exercising any right or title thereto as being their Property otherwise than as the managers thereof - That while they did so continue the same one of them to wit the said Sarvana Chitty departed this life and the management of the said Charitable acts of the said Pagoda of Coimbadoo thereon devolved upon the survivor the said Arroga Chitty who continued the same for some time on like footing as theretofore when disputes and differencies arose between your Petitioner fathers Relations and Kindreds relative to the Estate of your Petitioners said Grandfather Deceased who insisted that a devision should be made to them out of the said Estate and in order to decide such differences the said Parties did chose Arbitrators which arbitrators after having had due consideration upon the several matters and things alledged and submitted to them by the said Parties in difference the said Arbitrators did by their award adjudge order and Decree that out of the Estate procured by Your Petitioners said Grandfathers the said Condapa Chitty and Comarapa Chitty the buildings of the Pagoda of Coorungaleesvarar and Vycontaperumall at Coimbadoo, the Jewels, Brass Pots, furnitures Braming House, Choultry, - Dancing Girles Houses, Brovelledges, prequisites Rents, Duties, Fields and Lands &c. at Coimbadoo as well as some Boteques and Grounds, situated at Pedda Naicks Pettah Easte to Condasawmy Pagoda and West to Dawmarajas Pagoda together with three Godowns situated at Mostal Pettah in the Lane of Nortumoodan which Premises the said Arbitrators adjudged to the use of the said Pagoda of Coorungaleesvarar and Vycontaperumall at Coimbadoo as was - continued and performed in the life time of your Petitioners said Grandfather - And moreover the said Arbitrators did by their said award further adjudge grant and Decree that the remaining Estate and Effects of the said Condapa Chitty and Comarapa Chitty should be made into four Equal parts, and one of which Equal parts or shares they decided should be consecrate to the use of the said Pagoda and that the other three parts or shares of the said Estate to be again made into four Equal Shares and which were to be devided and - given amongst the Parties in difference agreable to what they were intitled to and the said Arbitrators did by their said award lastly order and Decree that any or either of the Parties or any one deriveing under them should thence forward have no manner of right or title whatsoever to the Property of the said Pagoda as herein before mentioned to have been adjudged and Decreed by them otherwise that the Management thereof as Wardens of the Pagoda as will more fully and at large appear by -

by the Copy Translation of the said award hereunto annexed for the in-
spection of this Honble Court and to which your Petitioners beg leave to
refer and pray the same may be taken as part of this their Petition
the original whereof is in your Petitioners possession and ready
to be produced and proved when required Your Petitioners for
the reasons aforesaid shew that the Premises seized by the Sheriff
as aforesaid under the said Warrant of Execution of this Honble
Court in the said Cause is not the Property of the Defendant
therein or of any other Person or Persons whatever but the sole
and unaccountable property of the said Pagoda of Carumbadoo
under the name and discription of Coorungaulleeswarar and
Vycontaperumall to which Your Petitioners are as aforesaid
the Wardens and which trust they assumed and took upon them-
selves agreable to the Award so given which Enjoins them
to the discharge of the following duties to wit to take Care to collect
in the gain and Endowments to arise from the shotrium or
favorable Rents free gift lands Godowns Boutiques Lands
whatsoever Appropriated by the said Award to the use of the
said Charity as also to collect the Emoluments which might
arise from the ready Money appropriated to the God with an
injunction not to spend or waste the same Principal or
Interest Money but to perform by means of such Several
funds various detailed charitable acts in Carumbadoo to wit
the Building or repairs of the Church Daily offerings of
Monthly and Yearly feasts with the allowances given to
the Male and female Slaves of the God and the Annuities
payable to the Bramines in augraram Swastricum or favora-
-ble Rents free gift Lands with the Repairs of the Choul-
-try Houses, Tanks, Houses which are decayed and to watch
over the duty that there should be no abatements from the
accustomed mode of performing the several Charitable acts res-
-pecting God and the Bramins and which award further
Decrees that the Parties concluded thereby and their Posterity
have no manner of right or title to sell alienate or mortgage
any Part of the Property so allotted and Consecrated to
the God nor Should any Person or Persons whatever
be permitted to take a Mortgage on or purchase any
part of the same Wherefore Your Petitioners shew that
the Defendant in such Cause and who is likewise one of
the Wardens to such Charity Equally with your Petitio-
-ners could not Mortgage or any way alienate or Expose
the Property of the said Charity to become liable to his
Proper Debts or to the Consequences of the Judgment
obtained against in the Cause
Your Petitioners therefore most
humbly pray this Honble Court that
the said Sheriff may be Ordered forth-
with to Release to Your Petitioners in
their Right aforesaid the said free
Gift Lands Choultry Garden and
other the Property by him as afore-
-said Seized and Sealed in Execution
in this Cause and that the Complainant
therein may be Compelled to do Your
Petitioners and to pay the Costs of this
Petitioner
and Your Petitioner shall
Ever Pray
John Wilkenson
Atty for Petr.

Translation of an award given by Fife persons namely Maudeliar Vencatakistnama Chitty, Lingapa Chitty son of Kelavy Chitty, Okcapa Chitty son of Annachala Chitty, Conan Canly Chitty and Attepettoo Kelavy Chitty Dated 4th Poorataury of Paustepa Year answering to anno Domini 14th September 1765.

Whereas a dispute having arose between Arroo-ga Chitty son of Serumangalum Condapa Chitty Venkatasa Chitty Son of Mosturnaury Chitty Soobramania Chitty Son of Comarapa Chitty and their relations or Copartners Relative to the Dividend of the Family Estate, whither it should be devided by the Number of the Wives, or by the Sons, or whither any Portion should be appropriated for the Charitable act at Cumbadoo, or allow Extraordinary Share to the persons who had aquired the Estate, they the said Parties chosen as their Arbitrators to abide by our decision and we thereupon Examined their declarations, and Proofs, and also made such Inquiries as we thought necessary for the same and decided as follows —

out of the Estate procured by the said Three parties to this Day, the Building of the Pagoda of Coreangaliswarar, and Vycontaperumall at Cumbadoo, the Jewels Brass Pots, Furnitures, Oggrauram or Roaming Houses, Choultries, Houses, Dancing Girls Houses, priviledges or Perquisites Shotriams or Favourable Rents, Cumbatam or Plowing Fields, Duties, Groves, Wells, Trees, and plantations, and all other Charitable Acts at Cumbadoo as well as the Boutiques, and Grounds Situated at Peddunaigs petah East to Condaswamy Pagoda and west to Darmaraga, together together with Three Godowns, Situated at Mootial Pettah, in the Lane Nostumostan's House are determined wholly to be appropriated for the use of the said Coreangaliswarar — Besides this, out of the remainder Estates of the Houses, Grounds, Jewells, Money &c / Cabuding the Houses, Grounds, Gold, and Silver Joys, Jewells Brass Pots, and Furnitures / one quarter Share of the Money, Goods, Ballances — Due to the Estate, should be Considerated for the use of the said Coreangaliswarar The remainder — Three Quarter Shares as well at the Houses Grounds Gold and Silver Joys Jewells Brass Pots Furnitures &c Should be devided into Four Shares, whereof agreable to the Division by the Number of the Sons, One Share to Arroonga Chitty — son of Condapa Chitty, One Share to Venkatasa Chitty son of Mosturnaury Chitty One Share to Soobramania Chitty son of Comarapa Chitty and Copartners In all Three — Shares, deducting which, the remainder Share One, which is Deemed a share for the People who had acquited the Estate, and as the Estate was acquired by Sawana Chitty and Arroonga Chitty; Arroonga Chitty is to have one half of the last mentioned One Share, and Soobramania Chitty and Copartners are to have the other half Share — Thus — we have determined agreable to this decision — Arroo-ga Chitty, is to have One Share, and also One half — Share for the Acquisition of the Estate; In all shares — one and half to Arroonga Chitty, Soobramania Chitty and Copartners is to have One Share, and also One half Share for the Acquisition of the Estate; In all one and half Share —

Share to Soobramania Chitty, and Copartners; One share to Vencata-
-sa Chitty, in all Shares Four; Conformable to which shares the
said Three parties are to devided The Profit & Loss which
might accrue from the Private Dealings, and Contracts
made by Soobramania Chitty and his Copartners Commenc-
-ing from 3d. Vyassy or 13th. May last, (from which Sepe-
-rate Account was kept) is to be enjoyed by Soobramania
Chitty and his Copartners; and out the profit or emolument which
might arise from the said private Dealings and Contracts
Soobramania Chitty and Copartners is to give Five hundred
Pagodas to the benefit of the Three parties in Common — The
Profet and loss which might accrue from the private —
Dealings and Contracts made by Arunga Chitty is to be —
enjoyed by Arunga Chitty, for which the said Three par-
-ties have no Concern; The Charges or expences attending
the Choultry at Combadoo and the Family at the House to
the 30. Chaurtegay or 10th. November next is to be defrayed
by the said Three parties and then to have the settlement of
the Accounts thereof; From the Month of December Next
the Expences of Each party is to be born by each part, and
not to be in Common The Endument of the New Years at
Combadoo is to be appropriated for the use of Coorungaliswarar
Shatany One of the said Three parties or their Posterities who
undertakes the management and direction of the Charities
at Combadoo is to take Care to gain or acquire the Endument
which might arise from the Shotriam or Favorable rents,
Free-Gift Lands, Godowns Boutiques lands, whatsoever,
which are appriated for the use of the said Coorungaliswarar
& also to take Care to gain the Endument which might
accru —

accrue from the Ready Money appropriated for the said God; But
not to Spend the Principal Money; and to perform the following
Charitable acts in Combadoo Town Building or Repairs of the
Church; Daily Offerings, monthly, and yearly Feasts —
well as Periodical and Extraordinary Feasts and also the
allowances given to the male and Female Slaves of the God,
and the Annuity to the Braminies in Agrauram Swaustiam
or Favorable rents, Freegift lands, the Repairs of the Charity
Houses, Inns, Houses, which are decayed, and also to take
Care that no defeancy should happen to the usual made
pursued in performing the Charitable acts Respecting both
God and Braminis That the said Three parties or their
posterities have no manner of Right or Title to sell, —
alienate or mortgage the Shotreams or Favorable rents,
Free gift Lands Charity, Houses, Godowns, Boutiques,
Groves, Wells Jewells Furniture, Ready Money, whatsoever
Consecrated to the God, and which belong to the God — No
-person or persons are permitted to take Mortgage or to purchase
the same; The said Three parties are to perform such Cha
-ritable act as they may think fit; Thus we Six persons
have Voluntarely decided and made award

Signed Maudirpaukum Venkatakistnan Kelavy Chitty
Lingapen
Chocapan
Cauly
Attepettoo Kelavan

A True Translation as near as can be
from the Malabar Language
(Signed) Ranganaudom
Interpreter

a true Copy
John Wilkenson
Attg for Pets

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th Day of May Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and John Mitford

Aldermen

Paravally Pariah

vers

Moorgapah alias Treemangalam Vencatasha Chitty

Mr. John Wilkenson attorney for Treemangalam Cundapah Chetty and Chinna Cundapah Chetty acquaints the Court that the Usual Rules have expired for the Respondent to answer the Petitioners Petition which he has Neglected doing — He therefore prays that the prayer of Petition may stand good with Costs and that the Sheriffs Seals may be taken off the premisses

— Ordered accordingly —

Filed 29th March 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator James Waddel and Alexander Stewart of Madras Merchants that Charles Wynoe of the same place Gentleman Stands justly and truly indebted unto Your Orators in the full and just Sum of Forty Pagodas and Twenty two fanams Current money of Madras making into Sterling money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of Sixteen Pounds and four Shillings or there abouts as will more fully and at large appear by the Copies of a Bill for Goods sold and delivered by your Orators unto the said Charles Wynoe and an account hereunto annexed for the Instruction of the Honble Court to which Your Orators begs leave to refer and prays the same may be taken as part of this their Bill of Complaint the Originals whereof are in Your Orators Attorney at Laws possession and ready to be produced and proved when Required — And Your Orators further sheweth unto this Honble Court that they hath frequently and in an amicable manner requested payment from the said Charles Wynoe of the said Sum of Forty Pagodas and twenty two fanams

But now so it is may it please this Honble Court the said Charles Wynoe obstinately and wilfully refuses to pay the same or to give your Orators any Manner of Satisfaction touching the Premises your Orators 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 Charles Wynoe may upon his Corporal oath full true direct and perfect answer make to all and

Singular

Singular the matters and things therein before setforth and allege as fully truly and Effectually to all intents and purposes as if the same were here again repeated and particularly interrogated unto and that he may be Decreed to pay unto Your Orators the aforesaid Sum of Forty Pagodas and Twenty two fanams with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit.

May it Please this Honble Court to cause the said Charles Wynox to be Summoned and required by the Swift 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 and appear before this Honble Court perfixed 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 29th Day of March 1792

This Bill was shewn to me in the days of Judgment let a Summons Issue returnable next Court day — Andrew Ross Mayor

John Wilkenson Attg for Compt.

Mr Wynox

1791 Nov. 15	To Tot. Hatt		4 — 23 — —
	To 1 Glass		10 — — —
	To 1 Pair Snuffer		1 — — —
	To Ladies Magazine		3 — 23 —
	To 1 Pair Buckles		11 — — —
	To 1 Pair Shoes		2 — 22 — 40 —
	To 3 Pencils		— — 24 — —
	To 1 Lamp Compleat		6 — — —
Madras 30th Nov. 1791.		Pagodas	39 — 2 — —

E.E. per Signed Waddell & Stewart

Atrue Copy

John Wilkenson

Attg for Compt.

Dr. Charles Wynox in account with Messrs. James Waddell and Alexander Stewart

1791 Nov.	15	To the amount of your Bill of this Date		39.	2.	—	1791 March	25	By Ballance due	40.	22.	—
1792 March	25	To Interest on D. for 3 Months and 25 Days at 12 p Cent p Annum		1.	20.	—						
			Pagodas	40.	22.	—			Pagodas	40.	22.	—

Madras 25th March 1792 —

E.E. Signed Waddell & Stewart —

Atrue Copy

John Wilkenson

Attg for Compt.

Mayors Court at Madraspatnam

Tuesday the 3d Day of June Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor

William Webb and Josias Dupre Porcher

Aldermen

Between James Waddell and Alexander Stewart of Madras Merchants Complainants and Charles Wynox of the same place Gentleman Defendant —

It Appearing by the Records of this Court that the usual Rules have issue for the Defendant to answer the Complainants Bill which he has Neglected doing This Court —

Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainants the full and Just sum of Forty Pagodas and Twenty two Fanams / Pagodas 40–22–– / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made, also all Costs of this Suit

Hur

Filed the 4th April 1792.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Tegaraya Moodelliar of Madras Inhabitant Son and Administrator of all and Singular the Goods Chattles Rights and Credits Estate and Effects of Veerapperumal Moodelliar late of Madras Deceased That Chentadrepetta Velsapa Moodelliar also of the same place Inhabitant Son and administrator to the Estate and Effects of Chintadrepetta Avoonachella Moodelliar Deceased Stands justly and truely indebted unto Your Orator in the full and just Sum of Four hundred and Twenty Nine Star Pagodas thirty four 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 Sixty Eight Pounds and Eighteen Shillings 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 which your Orator prays may be admitted as part of this his Bill of Complaint the Original being in the Possession of your Orator and ready to be produced whenever this Honble Court shall require Your Orator further Sheweth that in order the more clearly to shew to this Honble Court the manner in which the Debt arose he begs leave to state that Your Orators Father to whom he has administered as aforesaid did really and bona fide lend and advance unto the said Chintadrepetta Avoonachella Moodelliar Deceased the Sum of Two Hundred Star Pagodas for the Repayment of which Sum of Money the said Chintadrepetta Avoonachella Moodelliar did give and Execute unto your Orators said Father a certain Mortgage Bond being the same which is referred to in the account Current above mentioned And Your Orator further Sheweth that at the time the said Mortgage Bond it was Agreed between Your Orators Father and the said Chintadrepetta Avoonachella Moodelliar that in case the said Chintadrepetta Avoonachella Moodelliar should not duly pay the Amount of the said Bond together with such Interest as might become due thereon at the time that the same should become due that then and in that case your Orators Father should have full Liberty to sue him the said Chintadrepetta Avoonachella Moodelliar in this Honble Court for the Recovery of the same & such agreement was accordingly inserted in the said Bond as by the said Mortgage Bond now in Your Orators Possession and ready to be produced may more fully appear And Your Orator further Saith that Your Orators Father did frequently demand the Repayment of the same but the said

said Chintadrepetta Avoonachella Moodelliar did put him off which Excuses always admitting that he was indebted to him in the amount of the said Bond and promising to pay it very shortly your Orator Sheweth further that he contenued to amuse and deceive Your Orators Father in this Manner untill the Year One Thousand Seven hundred and Eighty four at which time your Orators Father Departed this life and your Orator soon after having obtained administration to his Estate and Effects and in Consequence thereof having obtained a legal Right to the Bond in Question did demand and request of the said Chintadrepetta Avoonachella Moodelliar that he would discharge the Bond but he still put off the Payment by frivolous Excuses untill the Year One thousand Seven hundred and Ninety one when he the said Chintadrepetta Avoonachella Moodelliar departed this Life since which period great disputes have arisen concerning the administration to the Estate of the said Chintadrepetta Avoonachella Moodelliar and a Suit has been instituted in this Honble Court which this Honble Court has been pleased to decide in favor of the said Chintadrepetta Vellapah Moodelliar who has accordingly taken Possession of the Estate and Effects of his said Father by which said Dispute Your Orator was for a long time deprived of the Means of demanding or Recovering his Debt And your Orator further Sheweth that the hopes that these Repeated Delays which have been in part occasioned by his own aversion to Litigation with and old and intimate Friend and partly by the successive Deaths of his Father and afterwards by that of the

the said Chintadrepetta Avoonachella Moodelliar and then by the Disputes which did arise respecting the administration of his Estate as aforesaid shall not be any determent to his Cause but that this Honble Court will decree him the Payment of a Debt which is justly & Honestly due to him and your Orator further sheweth that he hath frequently and in an amicable manner requested Payment of the said Sum of Four hundred and Twenty Nine Star Pagodas thirty four Fanams and forty Chask from the said Chintadrepetta Vellapa Moodelliar since he has obtained Letters of administration and has obtained Possession of the Estate of Effects of his said Father Chintadrepetta Avoonachella Moodelliar

But now so it is May it please this Honble Court the said Chintadrepetta Vellapa Moodelliar as administrator aforesaid 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 Chintadrepetta Vellapa Moodelliar as administrator aforesaid may upon his Corporal oath full true direct and perfect answer make to all and singular the Matters and things herein before set forth and alledged as fully truly and Effectually to all intents and purposes as if the same were 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 Nine Star Pagodas thirty four fanams and—

...Supt Court with the usual Interest as now is or shall be...
...to become due from the said Estate until the...

...May 1792 the Honble Court to...
...said Chintadrepetta Mudaliar as Administrator...
...ground for Claiming and requiring Justice thereupon...
...Court Admitted Power of Attorney...
...the District Register Examined the said Bond and...
...the Honble Court ordered him the said...
...Honble Court Admitted and Received the...
...Answer the Plea Date 28th of September...
...further ordered and Decreed that...
...Sum as by the Honble Court shall then...

Extract George
Assistant Sup.

Mdn
Agent for Complt.

The Bill was then Sworn to
before the Deputy Registrar
at a Summon Sue returnable
next Court day

Andrew Ross
Mayor

Dr. { Chintadrepetta Vellapa Moodelliar Son and administrator of Chintadrepetta Arroona-challa Moodelliar Deceased in account Current with Tagaroya Moodelliar Son and administrator of Veerapperoomaul Moodelliar Deceased ---------- } &c.

1776 Febry.	14	29	To amount of a Mortgage Bond of this Date granted by your Father Chintadrepetta Arromachella Moodelliar Deceased unto my Father Veerapperomall Moodelliar Deceased with Power to sue in Mayor's Court in default of the Payment thereof for ----------			1790 March	14	30	By Cash received this Day from your Father Chintadrepetta Arromachella Moodelliar Deceased for Interest as per indorsement made on the Back of the Mortgage Bond	60	..	..
1792 March	14	30	To Interest on Ditto to this Day being 16 Years 1 Month and 4 Days @ 9 p.t p.r annum }	289	34	1792 March	14	30	By Ballance due ----------	429	34	40.
			Pagodas	489	34	40			Pagodas	489	34	40.

Madras 30th March 1792.

Errors Excepted p/ Signed/ Tagaroya Moodely
admor of Veerapperomall Mdr. Deceased.

a true Copy

P Walker
Attg for Compl.t

Mayors Court at
Madraspatnam

Thursday the 5th Day of June
Anno Dominis 1792

Present
Andrew Ross Esquire Mayor
William Webb and Josias DuPre Porcher
Aldermen

Between Tengarry Modeliar of Madras Inhabitant Son and administrator of Veraperoo-maull Modelliar late of Madras Deceased Complainant and Chen-tadrepetta Vellapa Modelliar also of the same place Inhabitant Son and Administrator of Chin-tadrepella Aroomachella Mod-delliar Deceased Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant out of the Estate and Effects of Chintadrypetta Aroomachella Modelliar Deceased the full and Just sum of Four hundred and Twenty Nine Star Pagodas Thirty four Fanams and Forty Cash &c
/Star Pagodas 429-34-40./ 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.

HCW

Filed 5th June 1792.

To the Honble the Mayors
Court at Madraspatnam

The humble Petition of Peter Walker One of the attorney of the said Honble Court

Sheweth That your Petitioner having been for some time past afflicted with a severe and dangerous Ill-ness is advised by his Friends and the Physicians who have attended him to seek the Reestablishment of his Health by a Voyage to Europe

Your Petitioner sheweth that being obliged in so abrupt and unexpected a manner to quit his Sta--tion here he must necessary leave his affairs unsettled, and of course his return to this Country and to his former Station will become very desirable to him as soon as his Health is restored -

Your Petitioner therefore most hum-bly prays that he may be allowed leave of absence for that purpose

And your Petitioner will &c &c pray

P. Walker

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 5th Day of June Anno Domini 1792

Present

Andrew Ross Equire Mayor

William Webb and Josias DuPre Porcher

Aldermen

Petition of Mr. Peter Walker One of the Attornies of this Court praying leave of absence for the Reestablishment of his health Read and filed this day — The Court having taken the Petition into Consideration have no objection to Mr Walkers going to England for the Recovery of his health and allow him Two Years leave of absence for that purpose. —

Filed 2d May 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Chendragury Sashauchalam of Madras Inhabitant That whereas Cotah Panpiah of the same place Inhabitant having occasion to borrow the sum of Twenty eight Star Pagodas current money of Madras applied to Your Orator accordingly did, to secure the repayment of which and the Interest to become due thereon the said Cotah Panpiah did by acertain Bond or Obligation by him duly executed and bearing date the eleventh day of June which was in the Year of Christ one Thousand seven hundred and eighty nine agree to pay unto Your Orator the said sum of Twenty eight Star Pagodas with all such Interest as should become due thereon at the rate of Twelve per Cent per Annum on demand and in default of payment being duly made according to the tenor thereof he thereby empowered your Orator to prosecute him in this Honble Court for the recovery of the amount as by the said Bond in Your Orator possession, and ready to be produced when required relation being thereunto had doth and will more fully and at large appear. And your Orator further sheweth unto this Honble Court that there is now due Principal and Interest on the said Bond the sum of Thirty seven Star Pagodas Twenty nine Fanams and Twenty Cash current money of Madras or in Sterling money of Great Britain at the rate of eight Shillings for every Pagoda the sum of Fifteen Pounds and one Shilling or thereabouts as by an account current copy whereof is hereunto annexed and the Original in your Orator possession ready to be produced when required relation being thereunto had doth and will more fully and at large appear And your Orator Sheweth that he has frequently and in an amicable manner demanded payment of the said sum of Thirty seven Pagodas Twenty nine Fanams and twenty Cash.

But now so it is may it please this Honble Court the said Cotah Panpiah obstinately and wilfully refuses to pay the same or to give your Orator any manner of satisfaction touching the premises Your Orator therefore prays generall relief such as to this Honble Court shall appear agreeable to Equity and good conscience To the End therefore that

that the said Cotah Paupiah may upon his corporal oath full true direct and perfect answer make to all singular the matters and things herein before setforth and alledged as fully and effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be decreed to pay unto your Orator the aforesaid sum of Sixty Seven Pagodas Twenty nine Fanams and Twenty cash with all such Interest as now is or shall hereafter become due thereon also all Cost of this Suit

May it Please this Honble Court to cause the said Cotah Paupiah to be summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court prefixed and appointed then and there to answer this your Orators Bill of Complaint and further to stand and abide by such order and decree therein as to this Honble Court shall seem Meet.

Fort Saint George May 2d 1792.

This Bill was shewn to me in the days of Adjournment and the Compt. having made oath to the justness of the debt and that the Defendant will absond upon hearing a Bill of Compt. is filed against him let a Summons returnable immediately and a Warrant of Arrest issue thereon —

Andrew Ross
Mayor

G. Shalmer
Atty for Compt.

Dr. Cotah Paupiah in Acct. Current with Chendragury Sashauchalam &c

1789 June	11	To the amount of your Bond bearing date this day	28	—	—	1792 April	25	By Balance due this day	37	2	20
92 April	25	Interest on Dr. to this day is 2 Yrs 10 mo. 14 da. @ 12 ₱ Cent ₱ Annm	9	2	20						
		Pagodas	37	2	20			Pagodas	37	2	20

Fort St. George
25th April 1792.

Errors Excepted
(Signed) Chendraguy Sashachelum

true Copy
G. Shalmer
Atty for Compt.

Filed 2nd May 1792.

In the Honble the Mayors Court at Madraspatnam

Between Chendragury Sashauchalam of Madras — Inhabitant Complainant and Cotah Paupiah of the same place Inhabitant Defendant.

The Affidavit of the abovenamed Complainant This —

Filed the 8th Sept. 1788.

To the Honble the Mayor's
Court Madraspatnam

Humble Complaining Sheweth unto this Honble Court your Orator Vedyanadah pallay of Madras Inhabitant that Ponnapen also of Madras Inhabitant stands indebted unto Your Orator in the full and just Sum of Eighty Six Star Pagodas seventeen fanams and Thirty Cash Current Money of Madras, making in sterling Money of Great Britain, at the rate of eight shillings for every Pagoda the sum of Thirty two Pounds thirteen Shillings and two 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 hereunto annexed for the Inspection of this Honble Court and which are prayed by your Orator to be taken as part of this his Bill of Complaint the Original whereof are in your Orator's Possession and ready to be produced to this Honble Court where 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 Eighty Six Pagodas Seventeen fanams and Thirty Cash

But now so it is and may it please this Honble Court the said Ponnapen obstinately and wilfully refuses to pay the same or to give your Orator any manner of satisfaction touching the premises your Orator prays a general Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End hereafter, that the said Ponnapen 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 Eighty Six Pagodas seventeen fanams and Thirty 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 Ponnapen 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 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.

8th September 1788.

Popham
Atty for Compt.

the days of adjournment Let a Summon Issue Returnable by Next Court Day—

Edwd Gerrow
Mayor

Translation of a Bond Dated 8th January 1788.—

I Ponnapen son of Noongumpaukum—
Taunapah Moodelliar of Madras Inhabitant do give this Bond to Vellayapah Moodelly son of Vellaveyel soorapah Moodellyar of the same place that is to say.—

In Consequence of my urgent occasion I have this day borrowed and received of You the sum of /80/ Eighty Star—

Star Pagodas Current Money of Madras which sum I do hereby engage to repay you on demand with all such Interest as shall or may become due thereon at the rate of 12 ℔ Cent ℔ annum In the fault of which you are to recover it by Proceeding me in the Honble the Mayors Court, Thus I have given you this Bond with my free will and Consent Witnesses Poyavaukum Vencataroya Modelly and Vallaramnullore Vencatachalla Naicken by their knowledge this Bond was drawn by Vansoodoven. —

Witnesses signed /Signed/ Noongompaukum Poonapen

Vencatachellum.

Vencataroyam.

To Poonapen

On the perusal of this you will pay the sum of Eighty Pagodas being the Contents of this Bond to Velleyapen.

/Signed/ Velleyapen

To Poonapen

On the perusal of this you will pay the sum of Eighty Pagodas being the Contents of this Bond to Nagore Vidiyanaudah pillay. —

/Signed/ Colletteyapen

A True Translation as near as cambe from the malabar Language. —

Ranganaudom.

Interpreter

A true Copy

Popham —

Dr. Poonapen in account with Vedeyanaudah Pillay Cr

1788. Janyth	1st	To the Amount of your Bond of this date to Velleyapah Moodelliar Payable on demand	80	—	—	1788. augt 29th	By Ballance due	86	17	30
Augt 29th		To Interest on d° from 1st Janyth 1788. to this day being 1 year 2 months @ 12 ℔ Cent per annum	6	17	30					
		Pagodas	86	17	30		Pagodas	86	17	30

Madras 29th augt 1788 —

Errors Excepted

℔

Catrue Copy

Popham

Filed 24th March 1789.

The Amended Answer of Poonapen of Madras Inhabitant Defendant to the Bill of Complaint of Vidyanadah Pillay of the same place Inhabitant Complainant.

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and advantage of Exception to the many Errors Incertainties 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 he as not indebted to the Complainant in the said

said Sum of Eighty Six star Pagodas as is unjustly and oppressively charged and set forth in his said Bill of Complaint or in any other Sum or Sums of Money whatever for this Defendant saith he never had any Money Transactions with the Complainant and that the action he has now brought against him is unjust irregular and illegal and such as no Practice will sanction nor any Court take cognizance of it appears by the Complainants own shewing that the Bond on which such action is grounded was executed by this Defendant in favor of one Vellayapah Moodeliar and by reference to such Bond a Copy of which is annexed to the Complainants said Bill of Complaint it will be found that the said Vellayapah Moodeliar never assigned the same either to the Complainant or to any other person consequently the Complainant has no right or Authority to sue this Defendant thereon for it is well known that the Law requires an Assignment of a Bond from the Obligee to enable any one to sue for and recover the Amount thereof and its laid down in the Book that when a Bond is assigned over it is done with a power of Attorney to sue and receive in the Assignees name and by Woods Institutes 282 such seems to be an established doctrine never to be departed from — And this Defendant further saith that even had there been an Assignment and power of Attorney such as the Law requires granted on the said Bond to the Complainant by the Obligee yet even then an action could not have been brought thereon in the manner the Complaint has brought his present action against this Defendant for the Complainant has brought it in his own name instead of the name of the Obligee the said Vellayapah Moodeliar because its the Law that a Bond being a chose in action Cannot be assigned over so as to enable the assignee to sue in his own name and in this Assertion this Defendant is warranted by the first Law authority Co. Litt. 232. The regular and only mode therefore that the Complainant ought to have pursued would have been to have brought his action on the said Bond were the same just under an Assignment granted by the said Vydyanadah Pillay and as his attorney in his name and not upon a simple endorsement and in his own name — It will therefore this Defendant humbly hopes appear from the several Circumstances herein before stated by this Defendant and the authority he has brought in support thereof that the Complainant has no right either in justice Law or equity to call this Defendant in question before this Honble Court and therefore this Defendant says it is appointed from the Nature of the thing that the Complainant could have had no other view in instituting the present Suit than that of harrassing and distressing this Defendant embarrassing his Circumstances and injuring his Reputation whereupon and upon the several Arguments herein before suggested it may appear reasonable equitable and just to this Honble Court that the Complainant be adjusted an exemplary punishment for his wanton and litigious Conduct.

All which Matters and things — this Defendant is ready and willing to Aver Maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained. —

True Translation as near as cane
before the Malabar Langage —

Signed Connapen
Ranganaudon
Interpretes

Stuart Hall
Atty for Deft

Filed 26th May 1789.

Replication of Vizeyanadah Pillah to the answer of Cunnapen

This Repliant saving to himself all Advantages of Exception to the Defendants said Answer for Replication thereunto Saith that all and every the matters and things in and by his said Bill of Complaint already said he will Justly maintain and prove to be good certain and Sufficient in the Law to be Answered and in such manner as the same are therein and thereby Setforth and declared and that the Answer of the said Defendant is uncertain and insufficient in the Law to be by this Repliant Replied unto for divers manifest imperfections and uncertainties therein Contained the benefet of Exception whereunto being now and at all times saved unto this Repliant and this Repliant further saith that by the Agreement Copy of the Translation thereof is hereunto annexed and which this Repliant prays to be taken as part of this his Replication the Original being in his possession and ready to be produced if required this Repliant has full power to Adopt such Measures as he thought proper to recover the money and the said Power conveys the same right to this Repliant which was originally vested in the said Villay-apah Moodely or Vellapen to whom the Bond was Originally payable, which agreement does away all the Evasive Pretences set forth by the Defendant in his amended Answer and Manifest the vexatious Conduct of the Defendant toward this Repliant—

All which matter 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 of Complaint he hath already prayed—

Popham
attyfor Repl.t

Translation of an Agreement

I Ponnapen do give this Agreement to Ranjastry Vydenauda pillay—

Whereas I promise to pay you the money I owe to Vellyappan on or before Tuesday the 29th July Incase of delay of the payment thereof you are to adopt such measure as shall appear Eligible to you — Signed Ponnappen Sam to pay you the 80 Pagodas which Interest Indefault of... which you are to recover the money by obtaining a Decree from the Court—

/Signed/ Ponnapen

Witnesses Signed
Caulathyappan
Vencatachelum

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

Ranganaudom
Interpreter

a true Copy
Popham

Filed 24th Febr 1789

The General Rejoinder

of Ponnapen of Madras Inhabitant Defendant to the General Replication of Vydenanda Pillah of the same place Inhabitant 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 Insufficiencies and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto Saith that he will aver Maintain and prove all and Singular the Matters and things contained in this Defendants answer to be good Certain true and Sufficient in the Law to be Rejoined unto in such Manner and form as the same are therein and thereby setforth and alledged and that the said Replication is very untrue wasive and insufficient for this Defendant to make further or other Answer thereunto Except what is hereafter inserted in this his Rejoinder and this Defendant again absolutely denies Eostand indebted unto the said Complainant in the sum said to as is most unjustly Setforth and stated in the said Complainants Bill of Complaint and in his Replication —

All which Matter and things this Defendant is ready and willing to verify Maintain and prove as this Honble Court shall direct and most humbly prays as in and by his said Answer he hath already prayed. —

J Stuart Hall
atty for Defendt

Filed 28th July 1789.

The Rejoinder of Ponnapen of Madras Inhabitant Defendt to the Replication of Vidyanadah of the same place Inhabitant 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 insufficiencis and imperfections in the said Replication contained for Rejoinder thereunto saith that he will aver justify maintain and prove his said Answer to the Replants said Bill of Complaint and all and Singular the Matters and things therein Contained to be good true certain and Sufficient in the Law to be replied unto in such Manner and form as the same are therein and thereby setforth and alledged and that the said Replication is very untrue Malevolent and wholly insufficient in the Law and for further Rejoinder this Defendant saith that as the Repliant has tautly confessed the several matters and things setforth in this Defendants said answer in not having replied thereunto this Defendant therefore and thereon begs leave only to aver as in and by his said Answer he has already averred that he is not indebted to the Repliant in the sum of Eighty Six pagodas as is unjustly charged in the Replicants said Bill of Complaint that further Reasons in this Defendants said Answer assigned and setforth the action instituted against him by the Repliant is irregular illegall and totally contrary to the Established practice — and this Defendant for rejoinder to the very Extraordinary Matter brought forward in the Replicants said

said Replication saith that such matter is altogether foreign to the subject in disussion before this honble Court and therefore irregular and impertinent for this Defendant says that the Repliants hath brought his action upon a Bond said to have been granted by this Defendant to one Vellyapah Moodelly who it appears by the shewing of the Repliant endorsed to one Colleyapen who endorsed it over to the Repliant and the pretended agreement introduced in the Repliants said Replication is by the Repliants own shewing executed in favor of himself and for his own benefit and adventage therefore such as the said Veliyapah Moodelly never could have been interested in and consequantly as having no connection with the said Bond annexed to the Repliants said Bill of Complaint nor any the least reference thereto, has nothing to do with the present action in any particular or degree whatever — This Defendant says that if the Repliant had conceived the said pretended agreement to be of any force or validity he should have brought his action thereon against this Defendant and not have attempted unjustly to make it the ground work of a suit bought upon a very different principle an attempt of the most dangerous and evil tendency and therefore with humble submission deserving the strongest marked reprehension of this humble Court — And this Defendant says in opposition to the assertion of the Repliant that placing the said pretended agreement in the most favorable state it conveys no power whatever to the Repliant to recover money to have been due to another person either upon a Bond or otherwise for it upon a bond a regular assignment thereof should have been made by the Obligee to render it the property of the Repliant, if otherwise a power of attorney should have been produced by the Repliant to shew how he become entitled to recover and receive property vested in and belonging to another — But to render the said pretended agreement of still less force if it ever had any force at all there is no date to it as by reference to the said agreement may appear and the party therein named — to whom this Defendant is said to stand indebted in the sum of Eighty pagodas is called Vellyappen whereas the name of the person mentioned in the Bond upon which the present Suit is brought is therein set forth to be Velyapah, and again the person to whom the pretended agreement is said to have been given by this Defendant is therein called Rayjastry a Pilley and in the endorsement on the said pretended Bond annexed to the Repliants said Bill of Complaint he is stiled Nagou Vijayarandah pilley therefore the person in the Bond and the person in the agreement cannot possibly be one and the same — From all which Circumstances as well as those contained in this Defendant's said answer it may fully appear to this Honble Court that the Repliant has in commencing and prosecuting the present Suit been actuated by the Malevolent Intention of oppressing and injuring this Defendant that in order to promote his unjust illegal and malicious proposal he has seized on every meant however improper injurious and unjustifiable and that contrary to equity and good conscience he has attempted to plunge this Defendant into ruin —

All which Matters and things this Defendant is ready and willing to aver maintain and prove —

prove as this Honble Court shall direct and humbly prays as in and by his said answer he hath already prayed.—

J Stuart Hall
Atty for Defendt

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Mayors Court at Madraspatnam wherein Vedeyanadah Pillah is Complainant and Pounapen is Defendant.—

On the part and behalf of the Complainant.

To all the Witnesses ... 1st ... Do You Know the parties Complainant and Defendant in the Stile of these Interrogatories named or either and which of them if yea how long have you so known them or either and which of them Declare.

To Vellapah Moodelliar ... 2d ... Was or was not Ponnapen indebted to you the Sum of Eighty Star Pagodas and Interest upon his Bond If yea did you or did you not by the Consent of the said Ponnapen or how otherwise indorse over the said Bond to Colletty apen.—

To Colletty apen ... 3d ... Did or did not Vellapen otherwise Called Vellapen Moodeliar indorse over a Bond to you to Ponnapen the above Named Defendant for Eighty Pagodas and Interest or what other Sum. And Did you or did you not after and how often Demand the Payment thereof from the said Ponnapen and what answer did he send to you — and Did you or did you not afterwards indorse and make over the same to the Complainant.

To

To Ditto ... 4th ... Look at the Paper writing now Produced and Shewn to you at this the time of your Examination marked A — Purporting to be an Agreement in the Malaber Language from the Defendant to the Complainant — Did or did not the said Defendant grant the same to the Defendant with his own free Will and Consent or how otherwise And is or is not the whole of the said Agreement Written and Signed by the Defendant or whom else — If yea — was it or was it not written and Signed in your presence — Did you or did you not together with Vencatashellum late of Madras Inhabitant or whom else Subscribe your Names as Witnesses to the Execution of the said Agreement — And is or is not the said Vencatachellum now absent from Madras.—

Paupiah ... 5th ... Were You or were you not in the Service of the above Named Complainant in the Year One thousand Seven hundred and Eighty Eight or when else and Did or did not the Complainant or who else send you to the Defendant or to whom else to demand from him the Payment of a Bond If yea what was the Amount of the Bond and how after did you demand the Payment and what answers did the Defendant give you.—

To all the Witnesses ... 6th ... Do You know of any other matter or thing or have you heard or Can you set forth any thing touching the matters in Question in this Cause that may tend to the benefit or advantage of the Complainant — If yea Declare the same as you know have been informed or do believe together with the Reasons of such your Belief as full as if you had been thereunto Particularly Interrogated.—

Popham
Atty for Compltt

Mayors Court at
Madraspatnam

Between Vedyanadah Pillah
Complainant and Ponnapen
Defendant

On the Part of the Complainant

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

Colletteyapen Conicoply of Sevaloor Aged thirty five Years or thereabouts —being produced as a Witness in this Cause On the Part of the Complainant was on the twentieth Day of July One thousand seven hundred and ninety one signified at the Office of Mr. James Stewart Hall who is attorney for the Defendant by Casavah 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 Deponent saith, that he doth know the Complainant Vedyanadah Pillah in this Cause, and that he hath so known him Eleven years or thereabouts — and that he doth know the Defendant Ponnapen in this Cause, — & that he hath so known him eight years or thereabouts — and more he saith not to this first Interrogatory. —

3d ..... To the third Interrogatory this Deponent saith, that Vellapen otherwise called Vellapen Moodeliar did indorse over a Bond to him executed by Ponnapen the Defendant for eighty Pagodas which Interest thereon — & saith that he demanded payment of the same several times for the Space of three months from the said Ponnapen who promise to pay the same but put him off from time to time under pretences, & further saith that he this Deponent did afterwards endorse the said Bond and make over the same to the Compl.t and more he saith not to this third Interrog-

4th ..... To the fourth Interrogatory this Deponent saith he looked at the proper Writing now produced and shewn to him at this the time of his examination marked A. purporting to be an agreement in the Mala-bar Language from the Defendant to the Complainant, & saith that the Defendant granted the same to the Complainant with his own force Will & Consent, & saith the whole of the said agree-ment is written & signed by the Defendant, and that the same was written & signed in this Deponents presence. This Depo-nent further saith that he did together with Vencatachellum late of Madras Inhabitant subscribe their names as Witnesses to the execution of the said Agreement, and saith that the said Vencatachellum is now absent from Madras. — and more he saith not to this or to the last Interrogatory —

Benjamin Branfill
Esr.

Mayors Court at
Madraspatnam

Between Vedyanadah Pillah Complainant and Ponnapen Defendant

On the Part of the Complainant

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

Paupiah Peon of Madras Aged forty four Years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the twentieth Day of July One Thousand Seven hundred and Ninety One signified at the Office of Mr. James Stewart Hall who is Attorney for

Mayors Court at
Madraspatnam

Between Vedyanadah Pillah
Complainant and Ponnapen
Defendant—

On the Part of the Complainant—

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

Colletteyapen Coniesply of Sevaloor Aged thirty five Years or thereabouts —being produced as a Witness in this Cause On the Part of the Complainant was on the twentieth Day of July One thousand seven hundred and ninety one signefied at the Office of Mr. James Stewart Hall who is attorney for the Defendant by Casavah 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 doth know the Complainant Vedyanadah Pillah in this Cause, and that he hath so known him Eleven years or thereabouts—and that he doth know the Defendant Ponnapen in this Cause,- & that he hath so known him eight years or thereabouts— and more he saith not to this first Interrogatory——

3d To the third Interrogatory this Deponent saith, that Vellapen otherwise Called Vellapen Mordeliar did indorse over a Bond to him executed by Ponnapen the Defendant for eighty Pagodas which Interest thereon— & saith that he demanded payment of the same several times for the Space of three months from the said Ponnapen who promise to pay the same but put him off from time to time under pretences, & further saith that he this Deponent did afterwards endorse the said Bond and make over the same to the Compt. and more he saith not to this third Interrog—

4th To the fourth Interrogatory this Deponent Saith he looked at the proper Writing now produced and Shewn to him at this the time of his examination marked A. purporting to be an agreement in the Malabar Language from the Defendant to the Complainant, & Saith that the Defendant granted the same to the Complainant with his own force Will & Consent, & Saith the whole of the said agreement is written & signed by the Defendant, and that the same was written & signed in this Deponents presence. This Deponent further saith that he did together with Vencatachellum late of Madras Inhabitant subscribe their names as Witnesses to the execution of the said Agreement, and saith that the said Vencatachellum is now absent from Madras.— and more he saith not to this or to the last Interrogatory —

Benjamin Branfill
Ext.

Mayors Court at
Madraspatnam

Between Vedyanadah Pillah Complainant and Ponnapen Defendant—

On the Part of the Complainant—

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

Paupiah Son of Madras Aged forty four Years or thereabouts—being produced as a Witness in this Cause on the Part of the Complainant was on the twentieth Day of July One Thousand Seven hundred an Ninety One signefied at the Office of Mr. James Stewart Hall who is attorney for

for the Defendant by Casavah 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 Vedyanadah Pillah in this Cause, and that he hath so known him five or Six years — and that he doth know the Defendant Poopapen in this Cause, and that he hath so known him four years or thereabouts — and more he saith not to this first Interrogatory. —

5th ..... To the first Interrogatory this Deponent saith He was not in the Several of the above named Complainant in the year of Christ One Thousand Seven hundred and Eighty eight but — served his Brother in Law Shashapillah — & saith that the Complainant did send this Deponent to demand from the Defendant the payment of a Bond which he believes was to the Amount of seventy or eighty Pagodas — & further saith he did demand payment of the same two different times, and was always told by the Defendant that he would speak to the Complainant upon the subject — and more he saith not to this, or to the last Interrogatory. — &c &c &c

Benjamen Bransfill
Exr

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending at — and at Issue in the Honble the Mayors Court at Madraspatnam wherein Vedyanadah pillay of Madras Inhabitant is Complainant and Poonapen also of the same place dubash is Defendant

On the part and behalf of the above named Defendant.

To all the Witnesses
Rangapah Naick
Chadeapah Moodelly
Cundapah Moodelly
Saneashalla Moodelly &
Narrayna Moodelly
&c. .....

1st Do You know or do you not know the pastes Complainant and Defendant in the Title of these Interrogatories named If Yea? how long have you so known them or either and which of them declare —

2d Look at the paper Writing now produced and Shewn to You at this the time of your Examination purporting to be a Bond or Agreement from the Defendant to Ramasastry Vidiavanadah pillay Were you or were you not present at the time of the Executing of such Bond or Agreement by the said Defendant If Yea was it granted to Vdiavanadah pillah or was it granted to some and what other person, look attentively at the name Vidiavanadah pillay and say whether it has or has not been introduced since the said Bond or agreement was executed by the Defendant and if it has been so introduced set forth and say — whose Name Originally stood where the name of the said Vdiavanadah pillah now stands — declare the whole to the best of your Knowledge remembrance and belief. —

Do Do ..... 3d Were the persons whose appear as Witnesses to the said Bond or agreement present at the time of Executing of the said Bond by the said defendant or were they not and did they or either of them at the Time of the Execution of the said Bond or agreement by the defendant set and subscribe their Names as Witnesses to the

the Execution thereof or how otherwise declare—

Do—— Do—— 4th Is it or is it not usual and customary amongst the malabars that the names of the subscribing Witnesses to the Execution of a Bond shall be inserted in the Body thereof—

Do—— Do— 5th To All the Witnesses Do You know of any other matter thing or have you heard or can You set forth any thing touching the matters in question in this Cause that may tend to the benefit and advantage of the Defendant in the Title of these Interrogatories named If Yea declare the same as you know have heard or do believe together with your Reasons for such your belief as fully and Effectually as if you had been thereunto particularly Interrogated and the whole Truth declare—

J Stuart Hall
Atty for Defts

Malabar

12[illegible]

Translation of an Agreement—

I Ponnapen do give this Agreement to Ranjastry Vyeravanad a Pillay—

Whereas I promise to pay you the money I owe to Vellyappan on or before Tuesday the 29th July Incase of delay of the payment thereof you are to adopt such measure as shall appear Eligible to you— Signed Ponnapen I am to pay you the 80 Pagodas with Interest Indefault of which you are to recover the Money by obtaining a Decree from the Court

Witnesses Signed (Signed) Ponnapan
Caullattyappan
Vencatawchelum

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

Ranganaudom
Interpreter

This Exhibits Marked A was Shewn to Callattyappen Ranne-gapah Naick Chadeapah Modelly Cundapah Modelly & Narraina Modelly at the respective times of their Examination before me on the Part of the Complainant & Defendant in a Certain Cause now depending In the Kings Court the Mayors Court at Madraspatnam wherein the said Vidmadah Pillah is Complainant and Ponnapen is Defendant was on the 29th Sept. 91. 28th Oct. 89. 2nd Dec. 89. & 20th July anno Domini 1791—

Benj. Brandfill
Dr

Mayors Court at
Madraspatnam

Between Vidyanadah pillay of Madras Inhabitant Complainant and Poonapen also of the same place Dubash Defendant —

On the Part of the Defendant

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

Rangapah Naick, Choultry Dubash of Madras Aged thirty five or thirty Six years — being produced as a Witness in this Cause, on the Part of the Defendant was on the twenty eighth Day of October One thousand Seven hundred and eighty Nine Signified at the Office of Mr. Stephen Popham who is attorney for the Complainant by Casavah 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 doth know the Complainant Vidyanadah pillay in this Cause, and that he hath so known him Seven or eight Years — & that he doth know the Defendant Poonapen in this Cause, & that he hath so known him twenty Years or thereabouts — and more he saith not to this first Interrogatory —

2d ..... To the second Interrogatory this Deponent saith, that he hath look'd at the paper writing now produced & Shewn to him at this the time of his examination purporting to be a bond or Agreement from the Defendant to Ranjestry Vidyanadah pillay — & Says, that he was present at the time of executing a bond or Agreement by the said Defendant — but cannot take upon himself to say, whether the Bond now produced & Shewn is the Identical bond, being ignorant

of the Malabar Language in which it is wrote — & further saith, that he doth not know whether it was granted to Vidyanadah pillay or whomeles, and that with respect to the Name Vidyanadah Pillay — having been introduced since the said bond or agreement was executed — he cannot possibly say — in consequence of not understanding the Malabar Language — and more he saith not to this second Interrogatory —

3d ..... To third Interrogatory this Deponent saith, that one Cavalatty appen was present at the executing certain bond or agreement by the Defendant — but doth not recollect if any other person was present — & further saith, that he doth not know or remember any person or persons at the time of the execution of the said bond or agreement by the Defendant did set & subscribe their Names as Witnesses to the Execution thereof — and more he saith not to this third Interrogatory —

4th ..... To the fourth Interrogatory this Deponent saith, that it is usual & customary amongst the Malabars that the Names of the subscribing Witnesses to the Execution of a bond shall be inserted in the body thereof — and more he saith not to this or to the last Interrog. —

Joseph Shawe
Ex.

Mayors Court at
Madraspatnam

Between Vidyanadah pillah of Madras Inhabitant Complainant and Poonapen also of the same place Dubash Defendant.

On the Part of the Defendant

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

Chadeapah

Chadeapah Moodelly Merchant of Madras Aged forty Years or thereabouts being produced as Witness in this Cause on the Part of the Defendant was on the second Day of December One Thousand Seven hundred and eighty Nine Signified at the Office of Mr. Stephen Popham who is attorney for the Complainant by Casavah 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 Deponent saith, that he doth know Complainant Vidyanadah Pillay in this Cause, and that he hath so known him ten years or thereabouts— & that he doth know the Defendant Coonapen in this Cause, and that he hath so known him fifteen years or thereabouts— and more he saith not to this first Interrogatory.—

2nd ..... To the second Interrogatory this Deponent hath looked at the paper writing now produced & shown to him at this the time of his examination purporting to be a bond or agreement from the Defendant to Ranjastry Vidiennadah Pillay— & says, that he was present at the time of the executing of such bond or agreement by the said Defendant— & further saith, that it was not granted to Vidiennadah Pillay— but that it was granted to another person— This Deponent saith, that he hath looked attentively at the Name Vidiennadah pillay, & says, that it has been introduced since the said bond or agreement was executed by the Defendant— & further saith that the Name of Vaufodava pillah originally stood where the Name of the said Vidiennadah Pillah now stands— and more he saith not to this second Interrogatory

3d ..... To the third Interrogatory this Deponent saith, that one of the Persons whose Names appear as Witnesses to the said bond or Agreement, Namely Caullatty appen was present at the other Witness named Vencatachellum was not present at

the time of executing of the said bond by the said Defendant— & further saith, that neither of the above Witnesses at the time of executing of the said bond or Agreement by the Defendant did stand subscribe their Names as Witnesses to the execution thereof— and more he saith not to this third Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, that it is usual and customary amongst the Malabar that the Names of the Subscribing Witnesses in the execution of a bond shall be inserted in the body thereof— and more he saith not to this or to the last Interrogatory— [illegible]

Joseph Shawe
Ex.

Mayor's Court at
Madrasspatnam

Between Videyanadah pillay of Madras Inhabitant Complainant & Coonapen also of the same place Dubash Defendt

On the Part of the Defendant

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

Cundapah Moodelly Cuscoply belonging to the Cutwal of Madras— Aged fifty one or fifty two years or thereabouts— being produced as a Witness in this Cause on the Part of the Defendant was on the twenty eight Day of October One Thousand Seven hundred and eighty nine Signified at the Office of Mr. Stephen Popham who is attorney for the Complainant by Casava my Servant who also left him a Note of the Name Title & Place of Abode of the said Deponent and afterward on the same Day being Sworn and Examined Deposeth as followeth—

1st — To

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Vidyanadah pillay in this Cause — and that he doth know the Defendant Ponnapen in this Cause, and that he hath so known him twenty Years or thereabouts — and more he saith not to this first Interrogatory —

2nd ..... To the second Interrogatory this Deponent hath looked at the paper writing now produced & Shewn to him at this the time of his examinaton purporting to be a Bond or agreement from the Defendant to Rangistry Videanadah pillay — & sayth, that he was not present at the time of the execu-ting of such bond or Agreement by the said Defendant — & further saith, that he doth not know if the bond was grant-ed to Videanadah pillay, or to any other person, & that he hath looked attentively at the Name Videanadah — Pillay, & declares that he cannot ever whether the Name Videanadah Pillay has been introduced since the said bond or Agreement was executed by the Defendant — and more he saith not to this Second Interrogatory —

3rd ..... To the third Interrogatory this Deponent saith, that he doth not know whether the persons whose names appear as Witnesses to the said bond or Agreement were present at the time of executing of the said bond by the said Defendant — & further saith, that he doth not know whether both or either of them, at the time of the execution of the said bond or Agreement by the Defendant, did set & subscribe their Names as Witnesses to the Execution thereof — and more he saith not to this third Interrogatory —

4th ..... To the fourth Interrogatory this Deponent saith, that it is usual & customary amongst the Malabars that the Names of the subscribing Witnesses to the execution of a bond shall be inserted in the body thereof — and more he saith not to this, or to the last Interrogatory —

Joseph Shawe
Ex.

Mayors Court at
Madraspatnam

Between Videyanadah pillay of Madras Inhabitant Complainant and Ponnapen also of the same place Dubash Defendant —

On the Part of the Defendant.

Depositions of Witnesses taken in this Cause by and be-fore the Examiner in this Court as followeth —

Narraina Moodelly Inhabitant of Madras Aged thirty two Years or thereabouts — being produced as a Witness in this Cause On the Part of the Defen-dant, was, on the twenty Ninth Day of September One Thousand Seven hundred and Ninty One Signefied at the Office of Mr Stephen Popham who is Attorney for the Complainant by Casaiah 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 & Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he does not know the Complainant Vidyanadah pillah in this Cause, — but that he doth know the Defendant Ponnapen in this Cause, and that he hath so known him ten or twelve Years — and more he saith not to this first Interrogatory —

2nd

2nd ..... To the second Interrogatory this Deponent saith he looked at the paper writing now produced & Shewn to him at this the time of his examination purporting to be a Bond or agreement from the Defendant to Rajastry Videnadah pillay & saith that he was present at the time of the executing of such Bond or agreement by the said Defendant — this Deponent saith he looked attentively at the name of Videnadah Pillah — & saith it has been introduced since the said Bond or agreement was executed by the Defendant, & that the name of Wawa Dava Pilla originally stood where the Name of the said Videnadah Pilla now stands — and more he saith not to this second Interrogatory —

3rd ..... To the third Interrogatory this Deponent saith, that Calla aty appen whose name appears as one of the Witnesses to the said Bond or Agreement, was present but Vencatachellum whose name appears as the other Witness was not present at the time of the execution of said Bond by the said Defendt & further saith that neither of them did at the time of the execution of the said Bond or Agreement by the Defendant set & subscribe their names as Witnesses to the execution thereof — and more he saith not to this third Interrogatory

4th ..... To the fourt Interrogatory this Deponent saith, it is usual and Customary amoungst the malabars that the Names of the subscribing Witnesses to the Execution of a Bond shall be inserted in the Body thereof — and more he saith not to this or to the last Interrogatory —

Benjamine Bramfill
Mayr

Additional Interrogatories to be Administered to Ranganadom modeliar the Interpreter of the Honble the Mayors Court at Madraspatnam a Witness that shall be produced Sworn and Examined in a certain Cause now pending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Vidyanada Pilley is Complainant and Connapah Defendant.

On the Part & behalf of the Defendant.

1st ..... Do you or do you not know the parties Complainant and Defendant in the Title of these Interrogatories named If yea how long have you so known them & either and which of them declare —

2d Look at the Exhibit now shewn to you at this the time of your Examination purporting to be an agreement from the Defendant to Rajastry Vydenada Pilley and say whether some and what other name appears not to have been Originally affixed instead of that of Rajastry Vydenada Pilley and that of Rajastry Vydenada Pilley afterwards attempted to be introduced therein, declare the whole as you know and believe together with the Reasons for such your belief —

Last .... &c ..... Do you know of any other matter cause or thing or have you heard or can you set forth any thing touching the matters in question in this Cause that may tend to the benefit and advantage of the Defendant in the Title of these Interrogatories named If yea Set forth the same as you know have heard and do believe together with the Reasons for such Your belief —

Stuart Hall } Attys for Defts
Jno Hamilton

Mayors Court at
Madraspatnam

Tuesday the 12th Day of June
Anno Domini 1792

Present

Andrew Ross Esquire Mayor
Henry Chichley Michell and William Abbott
Aldermen

Between Vizayanadah pilley of Madras Inhabitant Complainant and Pennapien alias Mudaly Inhabitant Defendant

This Cause coming on to be Heard and Debated this day in the presence of the Attornies on both Sides on Reading the Complainants Bill with Copies of the Translation of a Bond or Obligation and of an account annexed, The Defendants Amended Answer, The Replication with Copy of the Translation of an agreement annexed, The General Rejoinder The Interrogatories and Depositions on the part of the Complainant The Interrogatories and Depositions on the part of the Defendant with an Agreement and Translate thereof annexed 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 Complainants Bill do stand Dismissed with Costs.

Clerk

Filed 5th May 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Vadamala Modaliar of Madras Inhabitant that Ctaw Caupien of the same place Inhabitant Stands Justly and truly indebted unto your Orator in the full and Just Sum of Eighty Six Star Pagodas and Thirteen 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 four Pounds Ten Shillings and three pence or thereabouts as will more fully and at large appear by the Copy Translate of a Bond with a Covenat to sue for and recover the same in this Honble Court and an Account Current hereunto annexed for this Honble Court to which Your Orator begs leave to refer and prays the same may be taken as part of this his Bill of Complaint the Original being in Your Orators possession and ready to be Produced when required and your Orator Sheweth unto this Honble Court that he hath frequently and in a friendly manner requested Payment from the said Ctaw Caupien of the said Sum of Eighty Six Star Pagodas Thirteen fanams Current Money of Madras —

But now so it is May it please this Honble Court that the said Ctaw Caupien obstinately 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 —

General relief such as to this Honble Court shall appear agree-able to Equity and good Conscience To the End therefore that the said Ctaw Caupien may upon his Corporal Oath full true direct and perfect answer make to all and singular the matters and things herein before as fully truly and Effectually 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 Eighty Six Star Pags and Thirteen Fanams together with all such Intents 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 Ctaw Caupien 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

Fort St. George 4th May 1792

Stuart Hall
Jno Hamilton
Attys for Compt.

This Bill was shewn to me in the days of adjournment and the Complainant having Sworn to the Justness of the Debt and that he has reason to believe the Defendant will abscond on having a Bill is filed against him, let a Summons return-able Immediately and a Warrant of Arrest Issue thereon

Andrew Ross
Mayor

Translation of a Bond Dated 28th Thye of Veerodveratoo Year an-swering to ano Domine 8th February 1792

I Ctaw Caupien do give this Bond to Vadamala Modeliar son of Madoorawael Sarumalayapa Modeliar that is to say

In Consequence of my urgent occation I have this day borrowed and received of you the sum of (84) Eighty-four Star Pagodas Current Money of madras which Sum I do hereby engage to repay you with all such Interest as shall or may become due thereon at the rate of 12 Per Cent p annum in Two Different Payments Viz. on the 30th mausy or 10. march Pagodas 40, and the remainder Pagd. on the 30th Aunny of Paradanley year or 10. July 1792 Indefault of the Payment of the First instalment you are hereby impow-ered to prosecute in the Honble the Mayors Court and Same not to file an Answer thereto but to pay you Immediately with the Charges Attending the Court Thus I have given you this Bond with my free & Convent Witnesses Connoosaumey-naicker and Gandala Vencatapaty Chittyar by their Knowledge this Bond was Drawn by Conatoo Vanteaur Colandiar-

Witnesses Signed
Connoosaumey
Gandala Vencatapaty

(Signed) Ctaw Caupoodoo

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

Ranganaudom
Interpreter

A true Copy

Stuart Hall
Jno Hamilton
Attys for Compt.

Dr. Cotaw Paupien In account with Vadamala Moodaliar Cr.

1792				1792			
Febr.	8th	To the Amount of your Bond bearing date this day	84.-.-	april	30th	By Ballance due	86.13.-
april	30th	To Interest on Dr. to this day being 2m. 2d. 22h. at 12 p. Cent p. annum	2.13.-				
		Pagodas	86.13.-			Pagodas	86.13.-

Fort St. George 30th april 1792.

E.E. /Signed/

a true Copy

Stuart Hall

Jn. Hamilton

Attr. for Compts

Filed 7th May 1792.

In the Honble the Mayor's Court at Madraspatnam

Between Vadamala Moodeliar of Madras Inhabitant Complainant and Cotaw Paupien of the same place Inhabitant Defendant

The Affidavit of Vadamala Moodeliar the above named Complainant

This Deponent maketh Oath and Saith that the above named Defendant Cotaw Paupien stands Justly and Truly Indebted unto this Deponent in the full and Just Sum of Eight six Star Pagodas and Thirteen fanams Current money of Madras for the Recovery whereof he this Deponent has this day Filed his Bill of Complaint in this Honble Court — And this Deponent further Saith that he has reason to believe the Defendant above named will abscond on hearing a Bill of Complaint is filed against him. —

/Signed/ Vadamalajeppan

Stuart Hall
Jn. Hamilton
Attr. for Compts

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

Ranganaudom
Interpreter

Malabar

1

Mayors Court at Madraspatnam

Tuesday the 19th day of June Anno Domini 1792

Present

Andrew Ross Eguire Mayor

Benjamin Roebuck and James Daly Aldermen

Between Vadamalae Moodeliar of Madras Inhabitant Complainant and Otave Paupien 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 Defendt shall pay unto the Complainant the full and Just sum of Eighty Six Star Pagodas and Thirteen Fanams /Star Pags 86—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

A Ruz

Filed 12th June 1792

To the Honble the Mayors Court at Madraspatnam

Between Vencatasha Pillay by his attorney Francis D'Souza Complainant and Vadamala Pillah Defendant

The humble petition of the above named Complainant by his attorney the above named Francis DeSouza

Sheweth

That your Petitioner did some time in the Year of Christ One Thousand seven hundred and Eighty six Exhibit and file a Bill of Complaint in this Honble Court against the above named Defendant who did thereunto appear and file his Answer and upon the further usual pleadings had and Witnesses having been examined and publication regularly passed the Cause did come onto be heard before this Honble Court on the Nineteenth day of December which was in the Year of Christ One Thousand Seven hundred and Eighty Eight when this Honble Court was pleased to Order and Decree and did accordingly Decree, that the Defendant should pay unto your Petitioner the sum of One hundred and two pagodas and twenty Nine fanams together with Interest and Costs

And your petitioner sheweth that shortly after Exhibiting and filing his Bill of Complaint aforesaid he did make Oath to the Justness of his debt and thereupon obtain a Warrant of arrest and did arrest the Body of the Defendant who did give Bail and Your petitioner Sheweth that upon obtaining the

the Decree aforesaid the said Bail did surrender the said Defendant who was thereupon committed to Jail and your petitioner sheweth that he did regularly pay or Cause to be paid unto the Defendant the usual Batta to wit the sum of one fanam and an half a day

And your Petitioner sheweth that on the twentieth day of May last past as usual he did send to the Gealer of the Town Jail of Madraspatnam by one Gurupah the sum of one pagoda as and for and in advance for the Batta of the said Defendant and was told that he the Gealar was not to home, that he did then go to the Deputy Sheriff to know how he was to act and was by him the Deputy Sheriff informed that he should pay it into the hands of the Defendant himself And your Petitioner sheweth that he did accordingly pay into the hands of the Defendant the said Sum of One pagoda as and for his Batta as foresaid up to the twentieth day of present Instant in the presence of the Havaldar on Guard at the Jail as will more fully appear by the affidavit hereunto Annexed

And Your Petitioner sheweth that Notwithstanding the premises aforesaid the Gealer has since released the said Defendant without giving any the least Notice to Your petitioner as usual and customary in like Cases whereby and by reason whereof your petitioner is greatly injured and must inevitably fall a sacrifice to a combination formed to oppress and ruin Your petitioner without this Honble Court should be pleased to Extend its aid wherefore

your Petitioner prays that this Honble Court will be pleased the premises considered to make such Order or Award such process thereon and give such general Relief to your petitioner as to this Honble Court shall seem meet

J Stuart Hall for himself & Jas Hamilton } Attys for Compt.

Filed 12th June 1792

In the Honble the Mayors Court at Madraspatnam

Between Vencatasha pillay by his attorney Francis DeSouza Complainant and Vadamala pillah Defendant

The Affidavit of Gurupah Naick

This Deponent Maketh Oath and Saith that he did on the twentieth day of may last past at the instance and Request of the Compliant above named go to the Gealer of the Town Jail of Madraspatnam with a pagoda for Batta to be paid to the Defendant above named, and that upon his not Meeting with the gealer of the Town Jail aforesaid and being informed by the Deputy Sheriff that this Deponent Might pay the said Money to the Defendant himself this Deponent did accordingly pay the same into his hands on the said twentieth day of the said month of may as and for his Batta up to the twentieth day of this present Instant in the presence of the Havildar on Guard at the Jail

The mark of ✓ Gooroopah Naick

J Stuart Hall for himself & Jas Hamilton } Attys for Compt.

Sworn to in Court this 12th June 1792
the Contents having been previously
Explained to the Deponent by the
Court Interpreter

D Taylor

Extract from the Minuts of a Court Held at the Town Hall on Tuesday the 19th Day of June Anno Domini 1792.—

Present

Andrew Ross Esquire Mayor

Benjamin Roebuck and James Daly

Aldermen

Vencatasha Pillah by his attorney Francis de Souza

Vaidamala Pillah

Letter from the Sheriff to the Register Read in consequence of a Petition and affidavit filed last Court day by the attorney for the Complainant— The Court having taken the same into Consideration are Satisfied with the explanation given by the Sheriff for the Release of the Defendant.—

Filed 19th June 1793—

To the Honble the Mayors Court at Madraspatnam

Between Videyanadah Pilley of Madras Inhabitant Complainant and Ponnapen also of Madras Inhabitant Defendant.

The Humble Petition of the above named Vydenadah Pilley—

Sheweth

That Your Petitioner did file a Bill of Complaint against the above named Defendant for the Recovery

Cash due to your Petitioner upon a Certain Bond or obligation Your Petitioner Sheweth that the said Defendant appears by his attorney and Contested the Suit and after the usual Proceedings the said Cause came on to be heard by and before this Honble Court on Tuesday last the Twelfth Instant when this Honble Court thought proper to dismiss your Petitioner said Bill of Complaint with Cost on both sides to be paid by your Petitioner your Petitioner Sheweth that he is much aggrieved by the said Order and Decree of this Honble Court, He therefore Prays that this Honble Court will be pleased to give an Order for the Rehearing of the said Cause in a full Court—

Popham
Atty for Pet.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 19th Day of June Anno Domini 1792—

Present

Andrew Ross Esquire Mayor

Benjamin Roebuck and James Daly

Aldermen

Vydenadah Pillay

Ponapah

Petition of the Complainant praying for a Rehearing of the Decree past in this Cause last Court Day read and filed this day— Ordered that the Prayer of the Petition be over-ruled—

Filed 4th June 1792.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Nineapah Modelliar of Madras Inhabitant that Singanah Chitty, Otah Ellapah, and Otah Groopah of the same place Inhabitants Stand justly and truly indebted unto Your Orator in the full and just Sum of Six hundred and Ninety Star Pagodas, thirty Nine Fanams and forty 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 Two hundred and Seventy six Pounds and Seven Shillings or thereabouts as will more fully and at large appear by an Account Current Copy whereof is hereunto Annexed for the inspection of this Honble Court, to which Your Orator begs leave to refer and prays that the same may be taken as part of this his Bill of Complaint, the Original of which is in Your Orators Possession and Ready to be produced when Required, And your Orator further sheweth that the said Singanah Chitty, Otah Ellapah, and Otah Groopah did on or about the thirtieth of the Month of Maurgaly in the Malabar Year Sandavanah Answering to the Tenth day of January which was in the year of our Lord One thousand Seven hundred and Ninety One. Borrowed and Received from Your Orator the Sum of Five hundred and ninety Star Pagodas, and for Securing the Repayment thereof they the said Singanah Chitty, Otah Ellapah, and Otah Groopah did jointly and Severally execute unto Your Orator a Certain Mortgage Bond or Obligation, Whereby they the said Singanah Chitty, Otah Ellapah, and Otah Groopah did mortgage to Your Orator a Certain House situated at Verda Mootiapah Modelliars Street between the Houses of Chinda Eatteraujoloo Chitty and Coola Kaumy Chitty

Singanah Chitty, Otah Ellapah, and Otah Groopah, did also by their said Mortgage Bond Promise and Engage to repay unto Your Orator the said Principal sum, when the same Should be demanded, together with the Interest thereon, after the rate of Twelve per Cent per annum and in default of which they the said Singanah Chitty, Otah Ellapah and Otah Groopah, did by their said Mortgage Bond authorize and Empower your Orator to sue them for Recovery thereof in this Honble Court, as by the said Mortgage Bond duly Executed by them the said Singanah Chitty, Otah Ellapah and Otah Groopah bearing date as aforesaid, and ready to be produced and Proved to this Honble Court when Required, Relation being thereunto had it doth and will more fully and at large appear — And your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable manner Requested payment from the said Singanah Chitty, Otah Ellapah and Otah Groopah, of the said Sum of Six hundred and Ninety Star Pagodas thirty nine Fanams and forty four Cash.

But now so it is may it please this Honble Court that the said Singanah Chitty, Otah Ellapah and Otah Groopah, to injure and distress your Orator in this behalf Obstinately and wilfully refuse to pay the same or to give your Orator any manner of Satisfaction touching the premises

To the End therefore that they the said Singanah Chitty, Otah Ellapah, and Otah Groopah, may upon their Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and Things aforesaid as fully truly and Effectually to all intents and purposes as if the same were hereagain Repeated and particularly Interrogated, and that they said Singanah Chitty, Otah Ellapah, and Otah Groopah may forthwith pay unto your Orator the aforesaid Sum of

Six hundred and ninety Star Pagodas thirty nine fanams and forty four Cash with all such Interest as now is, or Shall hereafter become due thereupon, together with all Costs and Expences which your Orator Shall Sustain and be put to, in the Recovery thereof— & in default thereof that the Mortgage Premises may be Sold under the Decree of this Honble Court in satisfaction of your Orator's said demand and that Your Orator may be further and otherwise relieved in the premises according to Equity and good Conscience, and as the Nature of his case shall require—

May it Please this Honble Court to Cause the said Singanah Chitty, Cotah Ellapah and Cotah Groopah, 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 herein, as to this Honble Court Shall seem Meet.

Fort Saint George the 14th June 1792

G. Pasley ally for Complainant

This Bill was shewn to me in the days of adjournment let a Summons Issue returnable at next Court day—

Andrew Ross
Mayor

Dr Singanah Chitty, Cotah Ellapah and Cotah Groopah in Cr
Account Current with Nineapah Moodelliar

1791				1792			
January	10th	To the Amount of your Mortgage Bond bearing date this day	590.—	June 13	By Ballance due me to this day	690.3944	
1792 June	13th	To Interest on ditto to this day being 1 Year 5 Months 3 days @ 12 p Cent p Annum	100.3944				
		Pagodas	690.3944			Pagodas	690.3944

Madras 13th June 1792 E Excepted Signed as wrong wove

a True Copy
G. Pasley ally for Complainant

Mayors Court at Madraspatnam

Tuesday the 26th Day of June Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and Alexander Cockburn
Aldermen

Between Nineapah Moodelliar of Madras Inhabitant Complainant and Singanah Chitty, Cotah Ellapah, Cotah Groopah Defendant

The Defendants being in Court and acknowledging the Justness of the Complainant's Demand and this Court do therefore think fit to Order and Decree and

doth accordingly Order and Decree that the Defendants do pay unto the Complainant the full and Just Sum of Six hundred and Ninety Star Pagodas Thirty Nine Fanames and forty four Cash / Star Pagodas 690 - 39 - 44 / 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 16th May 1792.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Seaven of Madras Inhabitant that John Holmes of the same place Gentleman having occasion to borrow the Sum of Forty one Star Pagodas and thirty three fanams applied to Your Orator to lend and advance him the same which Your Orator accordingly did - to secure the Repayment whereof the said John Holmes did enter into one Bond or writing Obligatory bearing date the Eighteenth day of April which was in the Year of Our Lord One thousand Seven hundred and Ninety One by which Bond he the said John Holmes did acknowledge himself to be bound and did bind himself his heirs Executors and administrators unto Your Orator by the name and discription of John Seaven of Madras Inhabitant in the penal Sum of Eighty three Star Pagodas and twenty one fanams with condition there under Written to be void upon payment of the Sum of Forty one Star Pagodas and thirty three fanams by the said John Holmes his heirs Executors Administrators or assigns

assigns in six Months from the day of the date of the said Bond together with Interest for the same at the rate of Twelve per cent - per Annum or else the said Bond or Obligation was to be and remain in full force and Vertue as by the said Bond or Writing - Obligatory under the hand and Seal of the said John Holmes - bearing date as aforesaid and ready to be produced to this Honble Court relation being thereunto had it doth and may more at large appear Your Orator further sheweth unto this Honble Court that the said Sum of Forty one Star pagodas and thirty three fanams - together with Five pagodas thirteen fanams and forty Cash interest thereof making together the principal Sum of Forty - Seven pagodas one fanam and forty Cash Which in Sterling - money of Great Britain at the Exchange of Eight Shillings for every pagoda Amounts to the Sum of Eighteen Pounds and Sixteen Shillings or thereabouts is still due and owing to your Orator by the said John Holmes and which will more particularly appear by the Copy of an Account Current hereunto Annexed for the inspection of this Honble Court to which Your Orator humbly Craves leave to refer and which he prays may be taken and received as part of this his Bill of Complaint Your Orator further Sheweth unto this Honble Court that he hath often times in a friendly manner applied to the said John Holmes to pay off and discharge the said Sum of Forty Seven pagodas one fanam and forty Cash so due and owing to your Orator in manner aforesaid - But now so it is May it please this Honble Court that the said John Holmes to injure and distress your Orator in this behalf hath not yet paid your Orator the said Sum of Forty Seven pagodas one fanam and - forty Cash or any part thereof but hath hitherto altogether refused and still doth refuse to pay the same or to make your Orator any manner of satisfaction in the premises

To

To the End therefore that the said John Holmes may upon his Corporal oath full true perfect and direct answer make to all and singular the Matters and Charges aforesaid and that as truly fully and effectually to all intents and purposes as if the same were herein again repeated and he thereunto particularly interrogated and that the said John Holmes may be Decreed by this Honble Court to pay unto your Orator the aforesaid Sum of Forty Seven Pagodas one Fanam and forty Cash secured and owing to your Orator in manner aforesaid with interest in the mean time together with all such Costs and Expences as your Orator shall sustain and by put to in the Recovery thereof and that your Orator may be further and otherwise relieved in the premises according to Equity and good Conscience and as the Nature of his Case may require — May it please this Honble Court to Cause the said John Holmes 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.

John White attorney for the Complainant

Fort St George 16 day of May 1792

This Bill was shewn to me between 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 will abscond on hearing a Bill of Compt. is filed against him Let a summon issue Returnable immediately and Warrant to arrest if you think reason

Andrew Ross Mayor

together with the

Dr. John Holmes in Account Current with John Seaiven Cr.

1791 April	18	To the Amount of your Bond		41.	33	1792 May	9	By Balance due	47. 1. 40
1792 May	9	To Interest on D° from the 18 April 1791. to this day being 12 months and 21 days at 12 p Cent p Annum		5.	13. 40				
		Pagodas		47.	1. 40			Pagodas	47. 1. 40

Fort St George
9th May 1792.
Errors Excepted
John Seaven

a true Copy
John White Atty for Compt

Filed 16th May 1792

In the Honble the Mayor's Court at Madraspatnam

Between John Seaven
Complainant
and
John Holmes — Defendant

John Seaven of Madras Inhabitant the Complainant above named maketh oath that John Holmes of the same place Gentleman the Defendant above named is justly indebted to this Deponent in the Sum of Forty Seven Star Pagodas one Fanam and forty Cash, due on a bond or Writing Obligation bearing date the Eighteenth day of April which was in the Year of our Lord one thousand seven hundred and Ninety one and entered into by the said John Holmes to this Deponent and this Deponent saith he doth verily believe the said John Holmes will abscond from the Jurisdiction of this Honble Court upon Jurisdiction of this Honble Court upon hearing that a Bill of Complaint has been filed against him the said John Holmes —

John Seaven

John White attorney for the Complainant

Sworn to before me this 16 day of May 1792 Andrew Ross Mayor

Filed the 26th June 1792

In the Honble the Mayors Court at Madraspatnam

Between John Seaven
Complainant

and

John Holmes
Defendant

The Affidavit of Thomas Ives one of the Serjeants of the Honourable Court—

This Deponent maketh oath and saith that he did personally serve the above named Defendant with three rules of this Honble Court the last of which is as follows—

Further Day is given the Defendant till the 26th Instant to answer the Complainants Bill in default of which Judgment will be given for the Complainant—

Town Hall 12th June 1792

Thos. Ives.

Sworn to in Court this 26th day of June 1792—

G. Taylor
Regr.

Mayors Court at Madraspatnam

Tuesday the 26th Day of June Anno Domini 1792

Present

Andrew Ross Esquire Mayor
James Call and Alexander Cockburn
Aldermen

Between John Seaven of Madras Inhabitant Complainant
and John Holmes of the same place Gentleman Defendant

It Appearing by the Records of this Court that the usual rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing This Court doth therefor think 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 Forty Seven Star Pagodas One Fanam and Forty Cash/Star Pagodas 47–1–40/ 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 the 15th May 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Peter Botkin of Madras Merchant that Joseph Burgall of the same place Merchant Stands Indebted unto your Orator in the full and just Sum of One hundred and thirty one Pagodas and Twenty fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fifty two Pounds Eleven Shillings and Six Pence or thereabouts 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 his Bill of Complaint arising upon a Promissory Note given and granted unto Your Orator by the said Joseph Burgall on the thirty first day of July which was in the Year of Our Lord One Thousand Seven hundred and Ninety payable in two Months from the date thereof the Original whereof being in Your Orators possession and ready to be produced when called—

called for and Whereas Your Orator hath frequently and in an amicable manner Requested Payment of the said sum of one Hundred and thirty one Pagodas and twenty fanams from the said Joseph Burghall—

But now so it is and may it Please this Honble Court the said Joseph Burghall 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 Joseph Burghall 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 alleged as fully truely and Effectually to all Intents and purposes as if the same were here again Particularly and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and thirty one Pagodas and twenty fanams together with all such Interest as now is or shall hereafter become due therein also all Costs of this Suit

May it Please this Honble Court to Cause the said Joseph Burghall 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 prescribed 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

Madraspatnam 15th May 1792.

Hy DuPon
Atty Compt.

This Bill was shewn to me in the Days of adjournment and the Compt. having made oath to the Jestness of

of his demand and that he has reason to believe that the Defendant will abscond from the Jurisdiction of the Court upon hearing the Bill is filed against him let Summons returnable immediately & Warrant of arrest issue

Andrew Ross
Mayor

Dr. Joseph Burghall in Account Current with Peter Baskin Cr.

1790 July 31	To Amount Principal & Interest Promissory Note drawn by this date payable in two Months from the date thereof	110	—	—	130	20
1792 May 16	To Interest on ditto from the 30th September 1790 to this day viz 19 Months 15 Days	21	20	—		
	@ 12½ Cent per annum	130	20	—		
	Pagodas				130	20

Madras 15th May 1792
E Excepted
Peter Baskin
Sworn to before me
Hy DuPon
Atty Compt.

Filed the 15th May 1792.

In the Honble the Mayor's Court at Madraspatnam

Between Peter Bodkin of Madras Merchant Complainant and Joseph Burghall of the same place merchant Defendant.

The Affidavit of Peter Bodkin the abovenamed Complainant.

This Deponent maketh Oath and Saith that he abovenamed Defendant Stands Justly and truly Indebted unto this Deponent in the full and Just Sum of One hundred and thirty one Pagodas and twenty fanams Current Money of Madras and this Deponent further saith that he hath Reason to be leive that the Defendant will Obscond from the Jurisdiction of the Court upon hearing this Bill is filed against him.

Peter Bodkin

Madraspatnam
15th May 1792 sworn
before me this day
Andrew Ross
Mayor

Wy DeRyx
Atty Complt.

Filed 26th June 1792

In the Honble the Mayor's Court at Madraspatnam

Between Peter Bodkin
Complainant and Joseph Burghall
Defendant.

The Affidavit of Thomas Ives one of the Serjeant of this Honble Court.

This Deponent maketh Oath and Saith that he did personally go to the Town Goal and did personally Serve unto the above named Defendant Joseph Burghall with the three Rules of this Honble Court for the said Defendant to Answer the Complainants Bill by delivering the said Rules into the Hand of the said Defendant the last of which was a Peremptory Rule which is as follow — Further day is given the Defendant till the 26th Instant to Answer the Complainants Bill in default of which Judgement will be given for the Complainants.

Town Hall 12th June 1792
Hdw /signed/ G. Taylor Regr
Thos. Ives.

Sworn to in Court
this 26th June 1792
G. Taylor
Regr.

Mayors Court at Madraspatnam

Tuesday the 26th Day of June Anno Domini 1792

Present

Andrew Ross Esquire Mayor
James Call and Alexander Cockburn
Aldermen

Between Peter Baskin of Madras Merchant Complainant and Joseph Burghall of the same place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One hundred and Thirty One Pagodas and Twenty Fanams / Pagodas 131—20—/ 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

1807

Filed 4th May 1792.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Madapaukum Vardarajah Moodelliar of the Inhabitant that Vellaunoor Saneachellum Moodliar of the same place Inhabitant stands Justly and Truly indebted unto your Orator in the full and Just sum of Two hundred and 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 Eighty two Pounds and Eight shillings or thereabouts as will more fully and at large appear by the Copy of an Account Current arising due upon a Mortgage Bond granted and Executed by the said Vellaunoor Saneachellum Moodeliar unto Your Orator with a Covenant therein to sue for and recover the same in this Honble Court and which said Account Current is hereunto Annexed for the Inspection of this Honble Court to which Your Orator begs leave to refer and prays the same may be taken as part of this his Bill of Complaint the Original being ready to be produced when Required And Your Orator Sheweth unto this Honble Court that he hath Frequently and in a friendly manner requested payment from the said Vellaunoor Saneachellum Moodeliar of the said Sum of Two hundred and Six Star Pagodas Current Money of Madras

But now so it is may it please this Honble Court that the said Vellaunoor Saneachellum Moodeliar 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

agreable to Equity and Good Conscience To the End therefore that the said Vellaunoor Saneachellum Moodeliar may upon his Corporal Oath full true direct and perfect answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truly & Effectually to all Intents and purposes as if the same were here again repeated and Particularly Intergogated an that he may be decreed to pay unto Your Orator the aforesaid Sum of Two hundred and Six star Pagodas together with all such Interest as now is or Shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Vellaunoor Saneachellum Moodeliar to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to answer this Your Orators Bill of Complaint and Further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet.

Fort Saint George 9th May 1792.

Stuart Hall
Jno Hamilton
Attys for Compt.

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

Andrew Ross
Mayor

Dr Vellaunoor Saneachellum Moodeliar in Account Current with Madapaukum Verdarajoh Moodeliar ..... Cr

1792					1792				
Jany 18	To	To the Amount of your Bond bearing date this day	200	-	-	April 18	By Balance due	206	- -
April 18	To	To Interest on Ditto to this Day being 3 Mos @ 12 per Cent p annum	6	-	-				
		Pagodas	206	-	-		Pagodas	206	- -

Fort St George 18th April 1792

E E Signed Verdarajoh

a true Copy

Stuart Hall
Jno Hamilton
Attys for Compt.

Mayor's Court at Madraspatnam

Tuesday the 26th Day of June Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and Alexander Cockburn
Aldermen

Between Madapaukum Verdarajoh Moodeliar of Madras Inhabitant Complainant and Vellaunoor Saneachellum Moodeliar of the same place Inhabitant Defendant

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

to Answer the Complainants Bill which he has Neglected doing
This Court doth therefore think fit to Order and Decree
and doth accordingly Order and Decree that the Defendant
shall pay unto the Complainant the full and Just Sum of
Two Hundred and Six Star Pagodas / Star Pagodas 206 — — /
together with all such Interest as now is or shall hereafter be-
come due thereon untill full payment is made also all
Costs of this Suit.

Fleur

Filed 26th June 1792.

In the Honble the Mayor's Court at Madraspatnam

In the Cause wherein Challapah the Compt.
and
Daniel Murray is the Defendant.

John Wilkenson who is the Attorney for the Complainant
in the above Cause maketh Oath and saith that the time for
Replying to the Defendants Plea of the Statute of Limitations
and Answer in the same Expires only on this Day, and this
Deponent saith that his Client is at Chinglepat to
which place this Deponent hath caused him to be written
to for Money and Instructions relative to the matter of the further
Pleadings to be had in the Cause on his Behalf. And this Deponent
saith that in answer to such application made By order of this
Deponent to the said Complainant a letter has been received
which has been Explained to this Deponent to be to the following
Effects to wit "that he the Complainant was very unwell at
Chinglepat aforesaid & requested of this Deponent to take
unto Copy of the Defendant said Plea and answer and Reply
or Except thereto as this Deponent should see necessary agree-
able to the Special matter of the Bill & that he would repay this
Deponent

Deponent for taking out the Office Copy of the said Plea and answer
And this Deponent saith that he hath accordingly taken out
and paid for the said Office Copy of the Defendants said Plea
and Answer. And this Deponent saith that on reading the same
he discover that the said Defendant hath not sufficiently
answered the Complainants Bill against him and that it
will be material that he should answer over for which pur-
pose it will be necessary as this Deponent believes that his Client
the said Complainant should take Exceptions to the said De-
fendants Plea and answer which this Deponent cannot
take unless his Client the said Complainant is indulged
with a further time for that purpose —

Sworn in Court this
26th day of June 1792

John Wilkenson

G. Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 26th Day of June Anno Domini 1792 —

Present
Andrew Ross Esquire Mayor
James Call and Alexander Ockburn
Aldermen

Chellapah
agst
Daniel Murry

The Attorney for the Defendant acquaints the Court
that the Usual Rules have issued for the Complainant to file
a Replication which he has neglected doing He therefore
prays that this Cause may be set down to be heard on Bill
to which the Attorney for the Complainant objects and

and prays a further terme of two Weeks to Reply and in support thereof prays leave to file his affidavit — Affidavit of John Wilkenson Sworn to in Court Read and filed — Ordered that Two Weeks be allowed. —

Filed 25th May 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth your orator Thomas Hamphreston by his Constituted Attorney William Moore of Madras Inhabitant that Joseph Burghall at present of the same place stands justly and truely indebted unto Your Orator in his own right and also as being the assignee of Robert Wall herein after mentioned in the full and just Sum of Star Pagodas Eight Hundred and Seventy five Thirty Six fanams making into Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda a Sum of Pounds Sterling Three hundred and fifty & Six Shillings on the accounts as will more particularly appear By the Copy of an account Current hereunto annexed for the inspection of this Honble Court and to which your Orator by his said Attorney craves leave to refer and prays the same may be taken as part of this his Bill of Complaint the Original being ready ready to be produced and proved when required. And to shew unto this Honble Court how the said Debt is due unto your Orator he begs to submit the transaction as follows. On the Seventeenth day of May which was in the year One Thous and Seven hundred and Eighty Seven Your Orator and the said Joseph Burghall having come to an account.

account and Settlement of various trading and other money Concerns which had before that Subsisted between your Orator and the said Joseph Burghall a Ballance was thereupon made up stated and Admitted to be due to your Orator from the said Joseph Burghall of Star Pagodas Seven hundred and fifty three and the said Joseph Burghall being at such the time of Striking such Ballance in your Orators favor Unable to pay the same did propose to give your Orator as a Security therefore his Bond with Interest at Twelve per Cent and payable by Instalments to which proposal your Orator having Consented a Bond was accordingly is made out on the said Day to wit the Seventeenth of may One Thousand Seven hundred and Eighty Seven in favor of the herein before named Robert Wall in trust of your Orator and by the said Joseph Burghall then Executed in due form of Law in the presence of Witnesses. And your Orator Sheweth that he Your Orator did keep in his own possession the said Bond and did at various times receive from the said Joseph Burghall small payments in Account therefore for which due Credit was given by Endorsement on the back of such Bond in the Name of your Orator said Tristee the said Robert Wall And Your Orator Sheweth that the said Robert Wall sometime afterwards falling sick your Orator did apply to him for a Conveyance of his trust by assignment of the Bond to your Orator and which assignment of the said Bond was duly Executed to your Orator as on reference to the said Bond will appear. And your Orator further Sheweth that since the Assignment of the said Bond so made by the said Robert Wall to your the said Joseph Burghall hath made two several payments to your Orator on account thereof to wit a Payment of Sixty three Pagodas in-

in the Month of January One Thousand Seven hundred and Eighty Nine and another payment in the Month of May One Thousand Seven hundred and Ninety as well appear by Endorsements to that Effect on such Bond. And your Orator Sheweth that he hath frequently and in an amicable manner requested for the said Joseph Burghall payment of the Ballance of the said Bond as in the Account hereunto annexed But now so it is may it please this Honble Court that the said Joseph Burghall obstinately and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Joseph Burghall 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 alleged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated & interrogated unto and particularly that he may set forth and discover whether he did not at the time herein before set forth or at any other and what time Come to an Account with your Orator for trading and other money Concerns subsisting between him and your Orator and whether there was not found on such Accounting a Ballance due to your Orator of Seven hundred and fifty three Star Pags. or any other and What Sum and whether he did not propose to give and actually give an Execute on the behalf of your Orator such Bond as is herein set forth or any other and what Bond and whether he did not make such payment to your Orator on account of the said Bond as is herein set forth or any other and what payments and to whom and that he may be decreed to pay unto your Orator the said sum of Star Pags. Eight hundred and Seventy five & thirty six fanams with all such Interrest as now is or hereafter shall grow due on the said Bond as also all Costs of this Suit

May it Please this Honble Court to Cause the said Joseph Burghall 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 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 25th Day of May 1792

John Wilkinson
Atty for Compt.

This Bill was shewn to me between the Day of Adjournment let a summons issue returnable next Court Day

Andrew Ross
Mayor

Dr. Joseph Burghall in Acct. Current with Thomas Humpherston - Cr.

1787				1788				
may.	17	To Amt. Princl. Your Bond of this Date Computed to my Trustee the best Will	753.-	april	3	By Cash at various times to this Day - - - - -	100.10.-
				1789		By Int. on D.o 6-1-21 is - - -	49.6.-
		To Int. thereon at 12 p Cent p.r An.m being 5 Years and 7. Days is - - -	452.22	1790		By Cash on Acct. this Day -	63.-.-
						By Int. on D.o 3-4-23 is -	24.20.-
				may		By Cash on Acct this Day -	75.11.-
						By Int. on D.o 2-1-23 is -	17.40.-
		Star Pagodas -	1205.22.-			By Balle due this Day -	875.36.-
						Star Pags.	1205.22.-

Errors Excepted this 24 May 1792

(Signed) Thomas Humpherston by his Constituted atty Wm Moore.

A true Copy

John Wilkenson

Atty for Compt.

Filed the 12th June 1792

In the Honble the Mayors Court at Madraspatnam

In the Cause wherein Thomas Humpherston by his attorney Wm Moore is the Complainant and Joseph Burghall is the Defendant.

The Affidavit of the above Complainant

This Deponent maketh Oath and Saith that the above Defendant Joseph Burghall stands Justly and truly indebted unto him this Deponent in the full and just Sum of of Eight Hundred and Seventy five Pagodas and Thirty Six fanams for Recovery whereof this Deponent hath brought his present Suit

Thomas Humpherston

Sworn this 11th Day of June 1792. Before me

Andrew Ross Mayor

John Wilkenson Atty for Compt.

Filed 3d July 1792

In the Honble the Mayors Court at Madraspatnam

Between Thomas Umpherston by his attorney William Moore Complainant and Joseph Burghall Defendant

The Affidavit of Thomas Ives one of the Sergeants of this Honble Court -

This Deponen maketh Oath and Saith that he did Personally goto the Town Goal and serve the above named Defendant Joseph Burghall with three Rules of this Honble Court for the said Defendant to answer the Complainants Bill by delivering the said Rules into the hands of the said Defendant the last of which was a Peremptory Rule in the words and figures following "Further Day is given the Defendant till the 3d July next to Answer the Complainants Bill in default of which Judgment will be given for the Complainant - Town Hall 19th June 1792. By Ct. Ch.

G. Taylor Regr.

Thos. Ives

Sworn to in Court this 3d Day of July 1792

G. Taylor Regr.

Mayors Court at
Madraspatnam

Tuesday the 3d Day of July
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
William Webb and John Mitford
Aldermen

Between Thomas
Humpherston by his Attorney
William Moore of Madras In
habitant Complainant and
Joseph Burghall at present
of the same place 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 fit to Order and
Decree and doth Accordingly Order and Decree that the
Defendant shall pay unto the Complainant the full and
Just Sum of Eight hundred and Seventy five Pagodas
and Thirty Six Fanams / Star Pagodas 875. 36 — /
together with all such Interest as now is or shall hereafter
become due thereon untill full payment is made also
all Costs of this Suit

Filed the 18th
May 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court your Orator Daniel Reid of Madras Merchant —
That Sometime in the Year of our Lord One Thousand Seven hun
dred and Ninety One Cecil Smith of Fort Saint George Gentleman
in the Civil Service of the United Company of Merchants of England
Trading to the East Indies did become Indebted unto your Orator
in the full and Just sum of Two hundred and Forty Pagodas Current
money of Madras and your Orator Further Sheweth unto this Honble
Court that the said Cecil Smith did on the thirty First day of Decem
ber and in the Year aforesaid Draw a Bill upon Hugh D Agelvie Esqr
for the said Sum of Two hundred and Forty Pagodas and your Orator
sheweth unto this Honble Court that upon the Fifteenth day of March
in the present Year of our Lord One Thousand Seven hundred and Nine
ty Two Avadanum Ramasawmy of Madras Brahmin did
add the Further Sum of Thirty three Pagodas which since the
drawing of the said Bill had become due from the said Hugh
D. Agelvie to your Orator and did by acknowledgment at the
Foot thereof Engage to pay unto your Orator the Amount of the said
Two Several Sums making together the sum of Two hundred and Seventy
three Pagodas in the words and Figures Following "Accepted to pay 16th
March 1792 to Mr Reid 273. Pagodas / Signed / A Ramaswamy Brs
by the said Note and Engagement Copy whereof is hereunto Annexed for
the Inspection of this Honble Court to which your Orator begs
leave to refer and prays the same may be taken as part of this his Bill
of Complaint the Original being in Your Orators possession and ready
to be produced when required may more fully and at large appear
And Your Orator further Sheweth unto this Honble Court that by reason
of the said Engagement and Assumpsit the said Avadanum Rama
Sawmy

Sawmy is become Indebted unto Your Orator in the said Sum of Two hun-
dred and Seventy three Pagodas and the Interest due thereon Amount-
ing together to the Sum of Two hundred and Seventy Eight Pagodas Seven-
ty two Fanams and Twenty two Cash 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 Eleven Pounds seven Shil-
lings and nine pence or thereabouts as will more fully and at large ap-
pear by the Copy of an Account Current hereunto annexed for the In-
spection of this Honble Court to which Your Orator begs leave to re-
fer and prays the same may be taken as part of this his Bill of Com-
plaint the Original being ready to be Produced when required

And Your Orator Sheweth unto this Honble Court that
he hath frequently and in a Friendly manner applied into the said
Avadanum Ramasawmy and Requested him to pay and Satisfy
unto Your Orator the said Sum of Two hundred and Seventy
Eight Pagodas Seventy Two Fanams and Seventy Two Cash and
your Orator well hoped that such his reasonable Request would have
been complied with the more Particularly as the said Avadanum
Ramasawmy did Frequently promise to pay the same unto Your
Orator

But now so it is May it Please this Honble Court
the said Avadanum Ramasawmy obstinately and wilfully refuses to
pay the same or to give your Orator any or any manner of Satisfaction touching
the Premises the said Avadanum Ramasawmy Sometimes pretending
that as an accepter of the Bill of Exchange drawn by the said Neil
smith upon the said Hugh D. Ogilvie he is not bound to Pay the
amount thereof unto your Orator whereas Your Orator Charges and
so the Truth is that the said Avadanum Ramasawmy as having
accepted the said Bill is thereby accountable to your Orator and
which he the said Avadanum Ramasawmy is Sometimes inclined
to

to admit but then he gives out and pretends that his acceptance is not of such
nature as to Ground an assumpsit upon and thereon to Call him in question
before this Honble Court whereupon Your Orator Charges and so the Truth
is that the said Avadanum Ramasawmy by altering the Original
Amount for which the said Bill was drawn in adding thereto the sum
of Thirty three Pagodas has altered the nature of the said Bill of Exchange
and Exonerated the Drawer thereof and has by the words "accepted to pay 15th
March 1792 to Mr Reid 273. pr." thereby Entered into a promise to pay
the said Sum of Two hundred and Seventy three Pagodas to Your Orator To
the End therefore that the said Avadanum Ramasawmy may upon his
Corporal Oath Full true direct and perfect answer make to all and Singu-
lar the premises as fully truly and Effectually as if the same were here
again repeated and particularly Interrogated and more Especially
that the said Avadanum Ramasawmy may set forth and say whether
he did not accept the said Bill of Exchange drawn by the said Neil
Smith upon the said Hugh D. Ogilvie at the time and in manner
and form as aforesaid and whether he did not add to the Original Sum
of Two hundred and forty Pagodas the sum of Thirty three Pagodas
and whether the words "accepted to pay 15 March 1792 to Mr Reid 273. Pag."
at the Foot of the said Bill and the name Ramasawmy By Set and
Subscribed thereto is not of his the said Avadanum Ramasawmy proper
hand writing and whether he the said Avadanum Ramasawmy did
not thereby Engage to Pay and whether he did not at that time to wit on
the said Fifteenth day of March last past promise and whether he hath
not Frequently since that time Promised to pay unto your Orator the
said Sum of Two hundred and Seventy three Pagodas and that the
said Avadanum Ramasawmy may be Decreed to pay unto your Ora-
tor the aforesaid Sum of Two hundred and Seventy Eight Pagodas Seven-
ty two Fanams and Seventy Two Cash together 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 Avadanum Ramasawmy 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 Orators Bill of Complaint and Further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet

Fort St. George 18th May 1792

This Bill was shown to me in the Day of adjournment to issue a summon returnable Next Court Day

Andrew Ross
Mayor

Stuart Hall
Jn.o Hamelton
} Attys for Compt.

To Hugh D. Ogilvie Esqre Fort St. George

Please to pay to Daniel Reed of Madras the sum of Star Pagodas /240/ Two hundred and forty Star Pagodas which place to the account of

Your Obedt Sy
/Signed/ Cecil Smith

Fort St. George
31st December 1791.

Dandy Bill ---- 30
Do. Boot ---- 3

Accepted to pay 15th March 792. to Mr. Reed 273. Pds

/Signed/
A Ramasawmy Bg

A true Copy

Stuart Hall
Jn.o Hamelton
} Attys for Compt.

Dr. Avadanum Ramasawmy Baming in Acct Current with Daniel Reed Cr.

1792 march	15	To the Amount of your acceptance payable this day	273	----	1792 april	30	By Balance	278	22 22 2/3
april	30	To Interest on Do. to this day being one month and fifteen days @ 12 p.Cent p Annum	5	22 22 2/3					
		Pagodas	278	22 22 2/3			Pagodas	278	22 22 2/3

Fort St. George 30th April 1792

E. E. /Signed/ D.l Reed

A true Copy

Stuart Hall
Jn.o Hamelton
} Attys for Compt.

Mayors Court at Madraspatnam

Tuesday the 10th Day of July Anno Domini 1792

Present
Andrew Ross Esquire Mayor
Josiah DuPré Porcher and John Mitford
Aldermen

Between Daniel Reed of Madras Merchant Complainant and Avadanum Ramasawmy of the same place Baming 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

think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two hundred and Seventy Eight Pagodas twenty two fanams and Twenty two Cash / Pagodas 278. 22. 22/ together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

Filed 3d July 1792.

To the Honble the Mayor's Court at Madraspatnam

The Petition of George Pilkington Cook of Fort St. George Gentleman

Most Humbly Sheweth

That your Petitioner has for some years made the General principles of the Law his study; That your Petitioner is very desirous of becoming an Attorney in your Honble Court, and should he be so fortunate as to succeed in his wishes, it will be his constant endeavour to merit your approbation —

Your Petitioner therefore most humbly solicits, that you will be pleased to grant him your permission to practise as an Attorney in Your Honble Court during good behaviour, or untill the return of Mr Peter Walker, to whom he understands your Honble Court has been pleased to grant an indulgence of two years absence —

And Your Petitioner as in duty bound shall ever pray

Fort St. George
June 1792 —

G. P. Cook

Messrs Aldermen Call, Watt, Michell, Roebuck, Daly, Abbott and Cockburn take their Seats upon the Bench —

Petition of Mr George Pilkington Cook praying to be admitted an Attorney of this Court read a second time —

Mr Alderman Michell moves for the Consideration of the Court whether that part of Mr Cooks Petition wherein he pray to be permitted to Practice as an Attorney in this Court during Mr Peter Walkers absence is proper, and the Question being put. The Court are of Opinion that it is proper —

The Mayor and Messrs Aldermen Call and Roebuck Dissent to the Resolution of the Court —

The Question is then put whether Mr George Pilkington Cook shall be permitted to practice as an Attorney of this Court during the absence of Mr Peter Walker which is limitted to Two Years from the 5th day of June last — which is Carried in the Affirmative —

The Mayor Dissenting being of Opinion that there are already a sufficient Number of Attornies for the Business of the Court —

Mr George Pilkington Cook appearing in Court the Oaths of allegiance and Office are administered to him —

Filed 22nd December 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth into this Honble Court your Orator Antony of Madras Inhabitant that Alexander alias Alex also of the same place Inhabitant stands Justly and truly indebted unto Your Orator in the full and Just Sum of Fifty one Star Pagodas Current Money of Madras making in lawful Money of Great Britain at the Rate of Eight Shilling for every Pagoda the Sum of Twenty Pounds and Eight Shillings or thereabouts as will more fully and at large appear

appear by the Copy of an account Current hereunto Annexed for the inspection of this Hon^ble Court Your Orator begs leave to refer and prays the same may be taken as part of this his Bill of Complaint the Original being in Your Orators possession and ready to be produced when required and Your Orator further Sheweth unto this Hon^ble Court that he hath frequently and in an amicable Manner Requested payment from the said Alexander alias Alexo of the said Sum of Fifty one Pagodas

But now so it is may it please this Hon^ble Court the said Alexander alias Alexo 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 agreable to Equity and good Conscience To the End therefore that the said Alexander alias Alexo may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things hereinbefore set forth and Alleged as fully truly and effectually to all intents and purposes as if the same were here again Repeated and particularly interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of Fifty One pagodas together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said Alexander alias Alexo to be Summoned and Required the Sheriff of Fort Saint George Town of Madras patnam 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 there 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 Saint George 22d. December 1789.

This Bill was shewn to me in the Days of adjournment let a Summon issue Returnable Next Court day

Andrew Ross
Mayor

Stuart Hall
Jn^o Hamelton
Att^ys for Compl^t

Dr. Alexander alias Alexo in account Current with Antoney Cr.

1789				1789			
March 31st	To a Set of Gold Beads or Necklace which you have detained in Your possession and refused to account for Valued	25	--	March 31st	By Balance	51	--
	To a Set of Gold Beads or Vegrah Mauney &c	12	--				
	To a Gold Cauray &c &c	8	--				
	To Brass Utensils detained by you & Valued	6	--				
	Pagodas	51	--		Pagodas	51	--

Madras 31st March 1789

E.E. excepted Signed E. & O.E.

above Copy

Stuart Hall
Jn^o Hamelton
Att^s for Compl^t

Filed the ... 17th Jany 1792

The Plea of Alexander alias Aleixo of Madras Inhabitan to the Bill of Complaint of Antoney of the same place Inhabitant Defendant

This Defendant by Protestation not confessing or acknowledging all or any of the matter and things in the Complainants said Bill of Complaint contained to be true in such manner and form as the same are therein and thereby charged or alledged, for Plea unto the said Bill saith, that if the Complainant even had any claim upon this Defendant for or an account of all or any of the matter, transactions or dealings in the said Bill of Complaint mentioned but which this Defendant doth in no sort admit, that even in that case the said Complainant cannot sustain an Action against this Defendant in this Honble Court, nor can this Honble Court take cognizance thereof because the Charter under which it is constituted expressly declares that they cannot try any Suit between Indian Natives unless the parties mutually submit to their Judgement. This Defendant further saith that the Complainant and him are both Malabar Indian Natives who have been converted to Christianity and which accounts for the Names Antony and Aleixo, nevertheless this Defendant humbly conceives that he is no more subject to the Jurisdiction of this Honble Court than Indian Natives who have adhered to their Original Tenets for except in matters of Religion the manners and customes of this Defendant and the said Complainant are the same with others—

All which matters this Defendant doth aver and plead in Bar of the Complainants said Bill of Complaints pretended demands for which he seeks to be relieved by his said Bill, and this Defendant humbly prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully sustained—

the + mark of Alexander alias Aleixo

The Contents have been Explained by the Court Interpreter Rangaradum

Sworn to in Court this 17th Jany 1792 the Contents having been previously explained to the Deponent

G. Taylor Regr

G. Chalmer atty for the Defendt in forma Pauperis—

Filed the 14th Feby 1792

The Reply of Antoney of Madras Inhabitant Complainant to the Plea of Alexander alias Aleixo of the same Place Inhabitant Defendant

This Repliant for Reply to the Defendants said Plea says that it is meant and so understood by the Charter by the Defendant in his said plea pleased that the malabar Natives or natives not Christians cannot sue or be sued unless by mutual Consent But this Repliant says that Christians of such description were evidently not meant and intended in and by the said Charter as exempted from the power of suing each other and it is the practice of this Honble Court to hold plea between Christians although they should not have been born of European Parents and this Repliant further says that the Defendant and this Repliant are both malabar natives for this Defendant says that they do not nor does either of them belong to the Sect of Malabars nor did they or either of them ever belong thereto that they were not nor was either of them converted to Christianity but have professed the Christian Religion as the Religion of their ancestors and this Repliant further says that it is not in matters of Religion only but in every particular that the Manners and Customs of this Defendant and this Repliant differ from the Manners and Customs of the Indian

Indian Natives in as much as the Manners and Customes of a Cristian differs from the manners and Customs of different Sectuaries.—

All which matters and things this Repliant will aver maintain and prove as this Honble Court shall be pleased to direct and humbly prays as in and by his said Bill of Complaint—

Stuart Hall
Jno Hamilton } attys for Compt.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 10th July Anno Dominii 1792—

Present

Andrew Ross Esquire Mayor
Josias Dupre Porcher and John Mitford
Aldermen

Antoney
Alexander alias Alexo

Bill with Copy of an Account Current annexed Read—
Plea and Reply Read—

The Plea and the Reply thereto Coming on to be Argued and determined this day in the presence of the Attornies on the both Sides, and on due Consideration had thereon The Court are of Opinion that the Plea is insufficient, This Court doth therefore think fit to Order and doth accordingly Order that the Plea be over ruled, and that the Defendant do Answer the Complainants Bill, and that the Consideration of the Costs do stand over until the Affidavits to disprove the Defendant are taken in the Consideration—

Filed 17th May 1792.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator William Alves of Madras Inhabitant that Joseph Burghall a Serjeant in the Service of the United Company of Merchants of England Trading to the East Indies stands justly and truly indebted unto Your Orator in the full and just Sum of Six hundred and Ninety three Star Pagodas Twenty eight Fanams and Twenty five Cash Current Money of Madras Making into Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two hundred and Seventy Seven Pounds Nine Shillings and three Pence as there Accounts ayerde more fully and at large appear by the Bill and Account Current hereunto annexed for the Inspection of this Honble Court which Your Orator begs leave to refer to and prays the same may be taken in part of this his Bill of Complaint the Original whereof are in Your Orator possession and ready to be produced and proved 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 Joseph Burghall of the said Sum of Six hundred and Ninety three Pagodas Twenty Eight Fanams and Twenty five Cash—

But now so it is may it please this Honble Court the said Joseph Burghall obstinately 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 as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore

Therefore that the said Joseph Burghall may upon his Bond with Security to the Court in the sum of Pagodas 1200 for the due performance of the Decree of this Court, receive the Money now in the hands of the Register of this Court, and that the Defendant William Oliver do pay unto the said Joseph Burghall his Costs of this Suit to be taxed by the Master of this Court, and that the said Joseph Burghall may proceed at Law against the said William Oliver upon the said Bond, and that the said William Oliver do pay unto the said Joseph Burghall his Costs of Suit at Law to be taxed by the Master of this Court, and that the said William Oliver do pay unto the said Joseph Burghall his Costs of this Suit

Filed 17th May 1792

In the Honble the Mayors
Court at Madraspatnam

Between William Oliver of
Madras Inhabitant Complai-
-nant and Joseph Burghall
a Serjeant in the Service of the
United Company of Merchants
of England Trading to the East
Indies. —

The Affidavit of William Oliver the above
named Complainant.

This Deponent maketh Oath and saith that the a
bove named Joseph Burghall stands justly and truely indetted
unto him the Deponent in the full and just sum of Six hundred and
ninety three Star Pagodas Twenty Eight Fanams and Seventy five
Cash and this Deponent further saith that he hath been informed
and verily believe the said Joseph Burghall is about to depart the
Jurisdiction of this Honble Court and that he would immediately ab-
-scond or hide himself should he have Notice of this action to a
-void being Served with the Capias to this Honble Court

Sworn to before me
this 17th day of may 1792

Andrew Ross
Mayor

Wm Oliver

J Wilkenson
Atty for Compltt

Filed 10th July 1792

In the Honble the Mayors
Court at Madraspatnam

Between William Oliver
Complainant and Joseph Burghall
Defendant —

The Affidavit of Thomas Ives one of the Serjeants
of this Honble Court —

This Deponent maketh Oath and Saith that
he did personally go to the Town Goal and serve the above named
Defendant Joseph Burghall with three Rules of this Honble Court
for the said Defendant to answer the Complainants Bill by de-
-livering the same into the Hands of the said Defendant the last
of which was a Peremptory Rule in the words and figures follow-

Further Day is given the Defendant till the 10th July
next to Answer the Complainants Bill in default of which Judg-
-ment will be given for the Complainant.

Town Hall
26th June 1792

/Signed/ G. E. Wilkins
Dep. Regr

Thos Ives

Sworn to in Court
this 10th July 1792

G. Taylor
Regr

Mayors Court at
Madraspatnam

Tuesday the 10th day of July
Anno Domini 1792

Present

Andrew Ross Esqr Mayor
Josias DuPre Porcher and John Mitford
Aldermen

Between William Oliver of Madras Inhabitant Complainant and Joseph Burghall a Serjeant in the Service of the United Company of Merchants of England Trading to the East

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 Six Hundred and Ninety three Pagodas Twenty Eight Fanams and Seventy five Cash [693. 28. 75] Pagodas 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

Ross

Filed 17th May 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator William Oliver of Madras Inhabitant that Joseph Burghall a Serjeant in the Service of the United Company of Merchants of England Trading to the East Indies stands justly and truly indebted unto Your Orator in the full and Just Sum of Forty Seven Star Pagodas and Seven Fanams Current Money of Madras making into Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of Eighteen Pounds Seventeen Shillings and three Pence or thereabouts as will more fully and at large appear by the Copy of an account hereunto annexed for the Inspection of this Honble Court which Your Orator begs leave to refer to and pray the same may be taken as part of this his Bill of Complaint the Original whereof are in Your Orators possession and Ready to be produced and proved 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 Joseph Burghall of the said Sum of Forty Seven Pagodas and Seven Fanams

But now so it is may it please this Honble Court the said Joseph Burghall 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 Agreable to Equity and good Conscience To the End therefore that the said Joseph Burghall 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

again repeated and particularly Interrogated unto and that he may be Decree to pay unto Your Orator the aforesaid Sum of Forty Seven Pagodas and Seven fanams with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit

May it please this Honble Court to Cause the said Joseph Burghall 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

J Wilkenson
atty for Compt.

This 17th Day of may 1792

This Bill was shewn to me in the Cage of adjournment the Complainant having made Oath to the Justness of the Demand and that the Defendant is about to depart the Jurisdiction of this Honble Court that he would immediately absond or hide himself should he have Notice of this Action to avoid being served with the Process of this Honble Court Let a Summons returnable immediately and Warrant of Arrest. Given under — Andrew Ross
Mayor

Dr. Sergeat Joseph Burghall in account with William Oliver Cr.

1790						1792					
Decr	27th	To the amount of your Note of hand of this date	40	22		may	15th	By Ballance due	47	7	
1792											
may	15	To Interest and. from 27th Octr. 1790 to this day is 1 yr 6 mo 18 12 p Cent p annum	6	30							
		Pagodas	47	7				Pagodas	47	7	

Madras 15th may 1792
E. E. (Signed) Wm Oliver
a true Copy
J Wilkenson
atty for Compt.

Filed 17th May 1792

In the Honble the Mayors Court at Madraspatnam

Between William Oliver of Madras Inhabitant Complainant and Joseph Burghall a Serjeant in the Service of the United Company of Merchants of England Trading to the East Indies —

The Affidavit of William Oliver the above Named Complainant.

This Deponent maketh Oath and Saith that the above Named Joseph Burghall stands justly and truly indebted unto him the Deponent in the full and just Sum of Forty Seven Star Pagodas and Seven fanams and this Deponent further saith that he hath been informed doth verily believe the said Joseph Burghall is about to depart the Jurisdiction of this Honble Court and that he would immediately absond or hide himself should he have Notice of this Action to avoid being served with the Process of this Honble Court

Wm Oliver

Sworn to before me
this 17th day of may 1792.
Andrew Ross
Mayor

J Wilkenson
atty for Compt.

Mayor's Court at Madraspatnam

Tuesday the 10th day of July Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Josias DuPré Porcher and John Mitford Aldermen

Between Wilmer Oliver of Madras Inhabitant Complainant and Joseph Burghall Sergeant in the Service of the United Company of Merchants of England Trading to the East Indies 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 seven Pagodas and Seven fanams / Pagodas 47-7-/ 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 Cud

Filed 8th September 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Coloory Permaul Chitty of Madras Inhabitant by his attorney Agustin Burton of the same place Inhabitant that Butchoo Mullyah Chitty also of Madras Inhabitant stands Indebted into Your Orator in the full and just sum of Four hundred and Eighty Nine Star Pagodas thirty six fanams and fifteen 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 five Pounds Eighteen Shillings and Nine Pence or thereabouts as will more fully and at large appear by the Compies of the Translation of a Mortgage Bond and of an Account Current as also of 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 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 Four hundred and Eighty nine Star Pagodas thirty six fanams and fifteen Cash

But now so it is and may it Please this Honble Court the said Butchoo Mullyah Chitty obstinately and wilfully refuses to pay the same or to give Your Orator any manner of satisfaction touching the premises Your Orator prays general Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the end therefore, that the said Butchoo Mullyah Chitty may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters

and

and things herein before setforth and alledged, as fully, truly and effectually to all intents and purposes as if the same were herein again repeated and particularly interrogated and that he may be Decreed to pay unto your Orator the aforesaid sum of Four hundred Eighty Nine Star Pagodas thirty six Fanams and fifteen Cash With all such Interist 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 Batchoo Mullyah Chitty to be summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and Place to be by this Honble Court prefixed and appointed, then and there to Answer this your Orators Bill of Complaint and further to stand and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Madras 8 September 1798

This Bill was shewn to me in the Days of adjournment let a summon issue returnable Next Court day

Bopham
att for Compt

Josiah Brebourner
Mayor

Translation of a Mortgage Bond dated 25th Pantuny of Vaiga Year Answering to Anno Domini 8th Oct. 1790

I Batchoo Mullia do give this Mortgage Bond of House to Chitty Paroomal

Whereas I have this day Mortgaged to you my House together with the Choultry Bill of Sale Situated at the Street of Mannaure Trumpy's church in west line South to the House of Vunkyapooram Condapa and North to the House of Savuny adavaral Pendaram and borrowed and received of you the sum of Rs. One Hunder & ten Star Pagodas Current Money of Madras which is to carnat Interest at the Rate of 9 Rs. p. annum - You are to accept the first apartment of my House by paying the Month-ly Rent of 1 Pagoda - The Term for this is five Years wherein I do engage to deduct the Rents for five Years out of the Principal & Interest and pay you the Remainder Pagodas on Demand

Witnesses Vunkapooram Condapa & Venaetanchalapilla son of Paroomapapilla by their Knowledge this mortgage Bond of House was drawn by Gurrum Solauroo

Witnesses signed
Vunkypooram Condapa
Paulavettee Venaetanchalam

/Signed/ Mullah

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

Rangan acdom
Interpreter

a true Copy
Bopham

Dr. Butchoo Mallyah Chitty in acoun Current with Cottoory Permaul Chitty Cr.

1779 Octr.	h. 5	To the Amount of your Mortgage Bond of this date		110	
1781 Febry.	h. 10	To Interest on do. from 5 October 1779 to this day being 1-4-5 @ 9 p Cent p Annum		72.33.15	
				182.33.15	
		To Cash lent without any Obligation payable without Interest		40	222.33.15
			Pagodas		222.33.15
		To the above Balance for which I passed an agreement to you with the following Condetions that is to say — Pay 150 to Remain in your hands for 10 Years without Interest and to have the Use of the Mortgaged Premises with paying you any Rent for the same for the Term of 10 Years and the Remaining Balance being 57-31-25 to Remain at Interest at the rate of 12 p Cent p Annum		207.31.25	
1781 March	h. 10	To Cash advanced for the Repairs of the said House by your Consent		35.23.50	
		To Cash Paid at different times for 6 Scavingers Bills		6.10.—	
		To Rent for one Room and Allowands taken by you for your family out of the said House and agreed by you to pay me 3/4 Pags. p Month from the end 10. Febry 1781 to 10. Febry 1791 being 10 Years		90.—	
		To Ditto 2d. for two Shed Appartments and Backyard Ground taken by you on the 10. February 1781 to the 10 March 1787 being 6 Yrs. 1 Mo. and agreed by you to pay me 3/4 Pagodas per Month		54.33.60	
				387.14.55	
1791 Febry.	h. 10	To Interest on Pags. 30.31.25 the above mentioned from 10 Febry 1781 to this day being 10 @ 12 p Cent p Annum		60.39	
		To Ditto on Pags. 35-35-50 from 10 March 1781 to this day being 9 Yrs. 11 Mo. @ 12 p Cent p Annum		41.24.40	
				102.21.40	
			Pagodas	489.36.15	

1781 Febry.	h. 10	By the Amount of Rent of the first appartment of your House mortgaged to me from 5 October 1779 to this day being 3 Yrs. 4 Mo. 5 D. @ 16 Pags a p Month as by the said Mortgage Bond		88.7.40	
		Deduct therefrom the Rent of one Room and Allowand a taken by you for your family out of the Appartments let to me as aforesaid @ 3/4 Pagodas for a month viz 7 Yrs. 4 Mo. 5 D. at		66.5.50	
					22.1.70
		By Balance due to this day			200.31.25
			Pagodas		222.33.15
1791 Febry.	h. 10	By Balance due to this Day			489.36.15
			Pagodas		489.36.15

Madras 10th Febry 1791.

Errors Excepted

A True Copy Popham

To all People to whom the Presents shall Come Greeting

Whereas Butchoo Mudlyah Chitty of Madras Inhabitant on the Balance of an Account Current bearing date the 5th day of February in this present Year of Christ One Thousand Seven hundred and Ninety one stands indebted unto Cottoory Permaul Chitty of the same place Inhabitant in the sum of Four Hundred and Eighty nine Star Pagodas thirty Six Fanams and fifteen Cash — Now Know ye that the said Cottoory Permail Chitty for a Valuable Consideration to him in hand Paid by Agostin Burton also of the same place Inhabetant ater before the Sealing and delivery of these Presents the Receipt whereof he the said Cottoory Permaul Chitty doth hereby acknowledge he the said Cottoory Permaul Chitty Hath assigned and Setover and by these Presents Doth assign and Setover unto the said Agostin Burton a Mortgage Bond and 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 Cottoory Permaul Chitty for the Consideration aforesaid Hath made Constituted and appointed and by these Presents Doth make Constitute and appoint the said Agostin Burton 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 Agostin Burton his Executors administrators and Assigns to ask require demand and receive of the said Butchoo Mudlyah Chitty His Executors and Administrators the Money due or to become due on the said Mortgage Bond and account Current and on Payment thereof he the said Agostin Burton his Heirs Executors and Administrators to sue for and Recover the same and on Payment thereof to deliver up the said Mortgage Bond and Account Current and give sufficient Releases and Discharges thereof and one or more Attorney or Attornies under him to Constitute and whatsoever the said Agostin Burton or his Attorney or Attornies under him shall lawfully do in the Premises the said Cottoory Permaul Chitty doth hereby allow and Affirm and the said Cottoory Permaul Chitty doth Covenant with the said Agostin Burton that he said Cottoory Permaul Chitty hath not receives nor will receive the said money due or become due on the said Mortgage Bond and Account Current thereof or any Part thereof neither shall or will release or Discharge the same or any part thereof he the said Agostin Burton saving the said Cottoory Permaul Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof the said Cottoory Permaul Chitty hath hereunto set his Hand and Seal in Madras this First day of April in the Year of Christ One Thousand Seven Hundred and Ninety One —

Sealed and Delivered
when no Stampt paper is to be
had in the Presence of

Balajee Row
Thos Cornish

Actg Agy
Popham

Filed the 12th December 1791

In the Honble the Mayors Court at Madraspatnam

Between Cottory Pennaul Chitty by his attorney Agostenho Burton Complainant and Butchee Muttyah Chitty Defendant

The above named Agostenho Burton Maketh Oath and Saith that the above named Defendant stands Justly and Truely Indebted unto this Deponent as the attorney of the above named Cottory Pennaul Chitty in the full and Just Sum of Four hundred and Eighty Nine Pagodas thirty Six Fanams and fifteen Cash and this Deponent further saith that the Nature of his Demand is set forth in the Copies of the Translation of a Mortgage Bond and of an account Current and also of an Assignment annexed to this Deponents Bill of Complaint filed in this Honble Court on the Eighth day of September last past and this Deponent further saith that the above named Defendant hath been within the Jurisdiction of this Honble Court since the cause of action arose.

Aug Burton

Sworn in Madras
this 8th day of December 1791
Before me

Bopham
Attg for Compt.

Jos Du Pré Porcher
Mayor

Mayors Court at Madraspatnam

Tuesday the 17th day of July Anno Dominii 1792

Present

Andrew Ross Esquire Mayor
Henry Chichley Michell and James Daly
Aldermen

Between Cottoory Pennaul Chitty of Madras Inhabitant by his attorney Agosten Burton of the same place Inhabitant Complainant and Butchee Muttyah Chitty also of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Space of Six Months / the time Limited in His Majesty's 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 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 Eighty Nine Pagodas thirty Six Fanams and fifteen Cash / Pagodas 489-36-15 / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

Filed 25th May 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Peter Walker one of the Attornies of this Honble Court that James West of Madras Inhabitant stands justly and truely indebted unto your Orator in the full and just Sum of Five Hundred and seventy three Pagodas fifteen fanams and fifteen Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of eight Shilling for every Pagoda the Sum of one hundred and Nine Pounds and Six Shillings or thereabouts as will more fully and at Large appear by an Account Current Copy whereof is hereunto Annexed for the inspection of this Honble Court and to which your Orator humbly prays a reference may be had and that it may be taken as part and parcel of this your Orators Bill of Complaint the Original whereof being in your Orators Possesion and 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 James West of the said sum of Five Hundred and Seventy three Pagodas fifteen fanams and fifteen Cash

But now so it is May it please this Honble Court the said James West obstinately and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said James West 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 is as if the same were here again repeated and particularly interrogated and that he may be decreed to pay unto your Orator the aforesaid sum of Five Hundred and Seventy three Pagodas fifteen fanams and fifteen 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 James West 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.

Fort Saint George this 25th day of May 1792.

This Bill was shewn to me in the days of adjournment. Let a Summon issue returnable next Court day

Andrew Ross
Mayor

G. Chalmer
Atty for Compt.

Dr. Mr. James West in account Current with Peter Walker Esqr

1788 Octr.	20th	To amount of your Promissory Note of hand of this date Payable on 10th February next for		50		1792 May	15th	By Ballance due this day	273	15	15
1791 Janry.	7	To amount of your another Dr. of this date payable 4 months after this date		181	63						
1792 May.	15	To Interest on 50 Pagodas from 10 February 89 to this day being 3 Year 3 months & 5 Days @ 12 p Cent		19	25	50					
		To Do. on 181-63 from 7th May 91 to this day being 1 Year & 3 Days @ Do.		21	36	65					
			Pagodas	273	15	15			Pagodas	273	15	15

Madras 15th May 1792

E.E. & O.

Signed P. Walker

G. Chalmer
Atty for Compt.

Mayor's Court at
Madraspatnam

Tuesday the 17th day of July
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
Henry Chichley Michell and James Daly
Aldermen

Between Peter Walker one of the attornies of this Hon'ble Court Complainant and James West of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to answer the Complainant's Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two hundred and Seventy three Pagodas fifteen Fanams and fifteen Cash / Pagodas 273-15-15 / together with all such Interest as now is or shall hereafter becom due thereon untill full payment is made also all Costs of this Suit

HW

Filed 5th June 1792

To the Honble the Mayor's Court at Madraspatnam

Between Robert Clark of Madras Inhabetant Complainant and Mookoonda Naick of the same place Inhabetant Defendant

The humble Petition of Cheduntra Chitty Condapa Chitty

Sheweth

That on or about the sixth day of November which was in the Year of Christ one Thousand seven hundred and ninety the abovenamed Complainant did file and exhibit a Bill of Complaint in this Honble Court against the abovenamed Defendant for the recovery of the sum of seventy seven Star Pagodas and Twenty five Fanams Current money of Madras and this Honble Court having granted a Decree in favour of the said Complainant Execution and thereupon issue directed to the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof requiring and commanding him the said Sheriff to seize upon the Estate and Effects of the said Defendant and by Sale thereof to levy the amount of the said Decreed with Costs And your Petitioner sheweth that the said Sheriff instead of seizing the property of the said Defendant as in and by the said Warrant of Execution he was directed to do hedid wrongfully seize upon and sequester a certain Garden which is mortgaged to Your Petitioner and by public Advertisement in the Madras Courier and otherwise has advertised the same for Sale by Public Outcry on Friday the eight Instant by the following description To Wit Fort St. George

George May 26th 1792 Robert Clerk Esquire vers Mookondoo Said Public

Notice is hereby given that on Friday the 8th June next will be sold by
Public Outcry on the Premises between the hours of 4 & 6 in the Af-
ternoon a large Garden planted with Cocoanut and numerous
other Trees situated in the Road leading to Trivattore bounded
on the East and South side by the Grounds of Tondavadoo
West side by the Garden Sagalattoo Gasangoo Venkiah and
and North side by the Gardens of Pedda Naik Measuring
in length from East to West 340 feet or thereabouts being the
property of the abovenamed Defendant and seized by the
Order of the Honble the Mayor's Court And as a deposit of 10 p
Cent is to be made by the person who shall purchase the
said Garden all persons who shall attend the sale are to
take notice thereof and come prepared accordingly and
unless the purchase money be paid within 10 days after
the Sale deposit shall be forfeited the said Garden to be
resold and if any deficiency to be paid by the first purchaser

And your Petitioner in order to shew and explain his
pretensions to the said Mortgaged premises prays leave
to state to this Honble Court that on or about the Thirtieth
day of February which was in the Year of Christ one thou-
sand seven hundred and eighty eight one Chinganah
Brother to the Defendant in the above cause being indebted
to your Petitioner in the sum of One thousand two hundred
and ninety two Pagodas did in Order to secure the repayment
thereof mortgage to your Petitioner the very premises now
seized in Execution together with the Chuttry Bill of Sale there-
of as by the said mortgage Bond and Chuttry Bill of Sale co-
pies whereof are hereunto annexed Marked A and B and the
Originals ready to be produced when required relation being
thereunto had doth and will more fully and at large appear
And your Petitioner sheweth that although the said Bill of
Sale is granted to Cotah Irimalah Naick who was Father to the said
Chenganah and to the said Defendant yet the Premises so
seized were purchased by the said Chenganah and the considera-
tion money actually paid by him the circumstance of taking
the Bill of Sale in the Fathers name being a Custom frequent
amongst the Malabars And your Petitioner further she-
weth that although the description given of the said Premi-
ses in the said Advertisement differs from that in the Bill
of Sale hereunto annexed yet your Petitioner sheweth that
they are the same being Property actually mortgaged to your
Petitioner and which he is ready to prove to the satisfaction
of this Honble Court if required so to do And your Petitioner
sheweth that there is still due to him from the said Chen-
ganah upon the Mortgage Bond the sum of One thousand
five hundred and twenty nine Pagodas Twenty Fanams as
by an Account Current hereunto annexed for the inspection
of this Honble Court relation being thereunto had will more
fully and at large appear

Your Petitioner therefore most humbly prays
the aid and assistance of this Honble Court in
the aforegoing Premises and further prays
that the Warrant of Execution be superseded
as far as relates to the seizure of the Premi-
ses Mortgaged to your Petitioner and
that the Sheriffs Seals be taken therefrom
and that the said Complainant be ordered
to pay all Cost of this Suit

And as in duty bound Your
Petitioner will Ever pray

G Palmer
Atty for Petitioner

A

Translation of a Writing dated 20th Maury of Blavanga ayear answering to Anno Domini 30th February 1788.—

I owe to Chedumbara Chitty the sum of 1292 Pagodas and in order to secure which Money I have mort=gaged the Bills of sale of my House and Ground.

Signed Chenganah

On the 3d Aumy or 13th June paid in part of this Bond the sum of 250 Pagodas.

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

Signed Ranganandom Interpreter

true Copy
G Shalmer
atty for Pet.r

No 9053

B

Know all Men by these presents that I Cottum=bankum Nineapah Moodelly for and in consideration of the sum of One hundred and twenty eight Pagodas and a half to me in hand paid by Coathah Timmalah Naick have bargained and sold and do hereby bargain and sell unto the said Cathah Timmalah Naick a Tope containing in length from North to South five hundred and fifty feet and in breadth from East to West one hundred and sixty feet which premises are situated at the Road of Collettypathah between the Grounds of the Honble Company as appear by a Chaultry Bill of Sale No 2873 granted to the said Cottumbankum Nineapah To have and To hold the said Tope and every part thereof with all the Appurtenances now belonging to the same unto the abovenamed Coathah Timmalah Naick his Heirs and Assigns for ever In Witness Whereof I

I have hereunto set my hand in Fort St George this twenty fifth day of July one thousand seven hundred and eighty three

Witnesses
Joseph de Sylva
Chengleroyah Chitty Narrain Chitty
Town Conicoply Periah
Goorroppauthom Mastery

Registered in Fort St George
this 30th day of July 1783—
William Ross
Reg.r

Anth.y Sadleir
R. Maunsell
Justices

true Copy
G Shalmer
atty for Pet.r

Dr Chenganah in Account Current with Cheddumbra Chitty Condapah Chitty &c.

1788				£	s	d	1788				£	s	d
Feby	28	To the Amount of your Mortged Bond bearing date this day		1292	—	—	July	13	By Cash rec.d this day		250	—	—
92							92						
May	23	Interest on d.o to this day 3 yr 3 mo 25 d.s is 2 23 0 12 p Cent p Annum		653	2	—	May	23	Interest on d.o this day is 3 yr 11 mo 10 d.s 12 p Cent per annum		118	12	—
											368	12	—
									Balance due		1570	20	—
		Pagodas		1945	32	—				Pagodas	1945	32	—

Fort St George 25th May 1792

Errors Excepted
Signed Condapeen

true Copy
G Shalmer
atty for Pet.r

Extract from Minutes of a Court Held at the Town Hall on Tuesday the 17th day of July Anno Domini 1792—

Present

Andrew Ross Esquire Mayor

Henry Chichley Michell and James Daly

Aldermen

Robert Clerk

versus

Moocoodoo Naick

The Attorney for the Petitioner Chedsambaram Chitty Andapah Chitty acquaints the Court that the Usual Rules have expired for the Respondent to answer the Petition which he has Neglected doing— He therefore prays that the Petitioner may stand good— that the Sheriffs Seale may taken off the premises and that the Respondent may pay the Costs attending the Petition— Ordered Accordingly.—

Filed 28th Feb.y 1792

In the Honble the Mayors Court at Madraspatnam

Between Antoney Complainant and Alexander alias Alex.o Defendant.

The Affidavit of Shavery Rogen and Rodrygues of Madras Inhabitant—

Shavery Rayen and Rodrigues the above named deponents being duly sworn deposed that they are the neighbours of and intimately acquainted with the Circumstances of the Defendant above named and thereupon these Deponents say that on the Seventeenth ultimo he the said Defendant was possessed of a pair of Gold Earrings of the Value of Eight pagodas or thereabouts, one other pair of Gold Earrings of the Value of Nine pagodas or thereabouts One pair of Nagavadum for the Ear of the Value of three Pagodas or thereabouts another Jewel for the Ear of the Value of two Pagodas or thereabouts One Silver Waist string of the Value of Eight Pagodas or thereabouts, One Gold Ring of the Value of four Pagodas or thereabouts Gold Beads of the Value of fourteen Pagodas or thereabouts, a Sarthmaly or Gold String of the Value of four Pagodas or thereabouts One Stone hand Ring of the Value of four Pagodas or thereabouts And further these Defendants says that the Defendant above named is regarded and estimed amongst his Neighbours to be a man of property otherwise than hereinbefore setforth and that he has now in his Service and pay several persons employed in Knitting Stockings—

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

Sworn to in Court
Jas. Hamilton Interpr.

Malabar

Filed 6th March 1792

In the Hon^ble the Mayor's Court at Madraspatnam -

Between Antony Complainant
and Alexander alias Alexo Defendant -

The Affidavit of Domingo, Manuel, Matthias and Pascoal

This Deponents make oath & sove and say that they are well acquainted with the Character and Circumstances of the Defendant above Named, and that they verily believe the said Defendant is not now nor was he on the Seventeenth day of January last past possessed of the several Articles of Joys set forth and stated in the Affidavit of Shavsiy Royen and Rodrigues, which affidavit has been Read and explained to these Deponents - This Deponents further make oath and say that the said Defendants has been for a Considerable time past in poor and necessitous and that in order to supply the wants of himself and Family he has been obliged at different times to mortgage all the Joys which belonged to him These Defendants say that the said Defendant being much distressed for money and therefore deprived of the means of paying for a Copy of the Bill of Complaint in the Province Cause that he did in order to procure the same mortgage a Pair of Gold Ear Rings in the month of December last to one manuel for the sum of Six Pagodas being the only remaining Joys in his possession as these Deponents understand and do verily believe And these Deponents further say that the utmost profits which the Defendant receives and enjoys by Knitting of Stockings does not exceed half a Pagoda per month And further these Defendants say that from the knowledge they have of the Dendants Situation and circumstances they have Reason to believe that he has not with the sum of Twelve Pagodas

Sworn before me
G. Gardiner Mayor

Pagodas and half in all the words his just debts being paid

mark of Domingo
Signed Manuel
Signed Mathias
mark of Pascal

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

Ranganaudorn
Interpreter

Malabar

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 5th day of July Anno Domini 1792.—

Present

Andrew Ross Esquire Mayor
Henry Richley Michell and James Daly
Aldermen

Anthoney
son
Alexander alias Alexo

Affidavits of Shavoy Royen and Rodrigues on the part
of the Complainant Read.—
Affidavits of Domingo, Manuel, Mathias, and Pascal
on the part of the Defendant Read.—

In the Honble the Mayors
Court at Madraspatnam

In the Cause wherein Tomboo Naick
and Venatachella Chitty Adminis-
trators to the State and Effects of
Ratnal Condaloo Naick Deceased
is Complainant and Mootoo Run-
gapa Naick is Defendant.

The Affidavit of Venatachellum Nauk and Bere-
mall Modelly of Madras Inhabitants—

These Deponents make Oath and say that
they are well acquainted with the Situation and circumstances of
the Body Office on the part of the Defendant in the above Cause
named Venachella Modelly and Ramabadra Modelliar
and say that altho they may be Inhabitants of Madras yet
they are not House Keepers nor win inpossession

of

of any Landed property in Madras

A True Translation as near as can
be from Gentoo Language

Ranganaiadom
Interpreter

John Wilkenson
atty for the Compl.t

gentoo

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 24th Day of July Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and Benjamin Roebuck
Aldermen

Tomboo Naick and Vencatachella Chetty administrators
Ratnall Condaloo Naick Deceased -
vers
Mootoo Rungapah Naick

Affidavit of Vencatachellum Naick and Perumall Moo-
-delly to prove the Insufficient of Arnachellum Moodelly and
Ramalodra Moodelly the Bail offered by the Defendant last
Court Day Sworn to before the Mayor and filed the 19th Instant
Ordered that the Defendant do put in better Bail

Filed 24th July 1792

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 29th Day of May Anno Domini 1792 -

Present
Andrew Ross Esquire Mayor
James Call and John Mitford
Aldermen

Sawmy Chitty and Cotty Chitty
vers
Shaik Meera Said Mastry & Patty Mastry

Affidavit of Thomas Ives of service of Notice upon
the Defendants of their attorney having prayed leave to
Decline acting Sworn to in Court Read and Filed this day -
ordered that Mr. George Chalmer be permitted to decline -
acting - The attorney for the Complainants prays that the
Defendants -

Defendants may be next Court Day appoint another Attorney to act for them in the room of Mr. George Chalmer who has had permission to declaine acting — Ordered accordingly

Atrue Extract

G. Taylor
Regr

In the Honble the Mayor's Court at Madraspatnam

Between Sawmy Chitty and Cotty Chitty Complainant

vers

Shak Meera Saib Mastry and Cotty Mastry Defendants

The Affidavit of Thomas Ives one of the Peons of this Honble Court

This Deponent maketh Oath and saith that he did on the Twenty First day of this Instant July serve the above named Defendants with a Copy of the within Extract by leaving the same at their Dwelling House —

Thos. Ives —

Sworn in Court
this 24th day of July 1792

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 24th day of July Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and Benjamin Roebuck

Aldermen

Sawmy Chitty and Cootty Chitty

vers

Shake Meerah Saib Mastry and Pattoo Mastry

Affidavit of Thomas Ives of Service of Notice upon the Defendants to appoint another Attorney to act from them in the room of Mr. George Chalmer Sworn to in Court read and filed this day — The Attornies for the Complainant pray that this Cause may be set down for hearing — Ordered accordingly —

Filed 12th June 1792

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Arakell Dioneysius of Madras Merchant that Sreevaloor Andah Chitty also of the same place Inhabitant stands justly and truely indebted unto Your Orator in the full and just sum of three hundred and seventy four star Pagodas and three fanams Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every pagodas the sum of One hundred and forty Nine pounds twelve Shillings and six pence or there abouts being the Balance principal and Interest of a Bond —

by

by the said Irwalcor andah Chitty Executed to Your Orator bearing date the fourth day of March in the present Year of Our Lord One Thousand Seven hundred and Ninety two and Conditioned for the payment of the Sum Three hundred and Eighty Six pagodas Sixty two fanams and forty Cash and Your Orator Sheweth that in part of the said Bond the said Irwalcor andah Chitty has paid the Sum of Seventy three Pagodas thirty six fanams and forty Cash on Account of the principal Sum and on Account of the Interest due thereon the sum of two pagodas and Eighty two fanams and the Sum of fifty seven Pagodas and Ninety five fanams which leaves a balance due to your Orator of the said Sum of three hundred and Seventy four Star Pagodas and three fanams.—

And Your Orator Sheweth that he has frequently and in a friendly Manner Requested payment from the said Irwalcor andah Chitty of the said Sum of three hundred and twenty four Pagodas and three fanams—

But now so it is May it please this Honble Court the said Irwalcor andah Chitty 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 Order such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Irwalcor andah Chitty may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things hereinbefore set forth and alledged as fully truly and effectually to all intents and purposes as if the same were here again Repeated and interrogated and that he may be decreed to

to pay unto Your Orator the aforesaid Sum of three hundred and seventy four pagodas and three fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit—

May it please this Honble Court to Cause the said Irwalcor andah Chitty to be summoned and required by the Sheriff of Fort Saint George Town of Madras patnam and the Districts thereof personally to be and appear before this Honble Court at 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—

Stuart Hall
for himself &
Wm Hamilton
Attys for Compt.ts

Fort St George 12. June 1792

This Bill was shewn to me in the days of adjournment and the Complainant having Sworn to the Justness of the debt & to the reason of belief that the Defendant will abscond on hearing a Bill is filed against him let a Summons returnable immediately and Warrant of Arrest Issue thereon

Andrew Ross
Mayor

Filed 12th June 1792

In the Honble the Mayors Court
at Madraspatnam

Between Arakiel Dionisius
of Madras Merchant Com-
plainant and Sewvaloor An-
dah Chitty also of the same
place Inhabitant Defendant

The affedavit of Arakiel Dionisius the
above Named Complainant

This Deponent Maketh Oath and saith
that Sewvaloor Andah Chitty the Defendant abovenamed
stands justly and truely indebted unto this Deponent
in the full and just Sum of three hundred and twenty four
Star Pagodas and three Fanams Currant money of Madras
for the recovery whereof he this Deponent has this day filed
this Bill in the Honble Court and this Deponent further
says he has Reason to believe the Defendant abovenamed will
absond from the Jurisdiction of this Honble Court on hearing
a Bill is filed against him

Sworn to before me the
Contents hereof having
been previously Explained
to the Deponent by Wm
Lewsock Interpreter

Andrew Ross
Mayor

Filed 21st July 1792

In the Honble the Mayors
Court at Madraspatnam

Between Arakiel Dionisius
of Madras Inhabitant Complain-
ant and Sewvaloor Andah Chitty
of the Same place Inhabitant
Defendant

The affidavit of Thomas Sykes one of the
Serjeants of this Honble Court

This Deponent maketh Oath and
saith that he did personally serve Sewvaloor Andah
Chitty the Defendant abovenamed with three Rules of
Court of this Honble Court by delivering the Originals
to the said Defendant in Goal the last of which was a
Peremptory one to the following purport "To Wit
Further Days given the Defendant till the 21st Instant
to Answer the Complainants Bill and default of which
Judgment will be given for the Complainant"

Sworn to before me
10th July 1792
Jno Hall

Thos Sykes

Sworn to in Court 21st July 1792
G Taylor Regr

G Taylor
Regr

Mayors Court at
Madraspatnam

Tuesday the 24th day of July
Anno Domini 1792

Present

Andrew Ross Eqr Mayor
James Call and Benjamin Roebuck
Aldermen

Between Arakell
Dennisons of Madras Mer-
chant Complainant and
Trevelore andah Chitty also
of the same place Inhabi-
tant 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 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 four Star
Pagodas and three Fanams / Star Pagodas 324 3 /
together with all such Interest as now is or shall hereafter become due thereon untill full payment is
made also all Acts of this Suit

Ross

Feb 14 June 1792.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth your Orator
James Austine of Madras Merchant that Rama Sawmy
Brahmin Stands justly and truly indebted unto your orator
in the full and Just sum of Forty Star Pagodas and forty Cash
making in sterling money of Great Britain at the
rate of Eight Shillings for every Pagoda a sum of Pounds
sixteen or thereabouts as will more fully appear from the
Copy of a Bill hereunto annexed for the inspection of this
Honble Court to which your Orator craves leave to refer and
prays the same may be Deemed and taken as part of this
his Bill of Complaint the Original whereof is in the
Hands of your Orators Attorney at Law ready to pro-
duced and proved when required. And your Orator sha-
weth that he hath frequently and in an amicable manner
requested payment of the said bill from the said Rama
Sawmy

But now so it is may it please this
Honble Court the said Rama Sawmy obstinately and wil
fully refuses 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
appear agreeable to Equity and good Conscience To the End
therefore that the said Rama Sawmy may upon his Corpo-
ral Oath full true direct and perfect answer make to
all and singular the matters and things herein before
set forth

set forth and alledged as fully truly and Effectually to all intents and purposes as if the same were here again repiated and particularly Interrogated unto and that he may be Decreed to pay unto Your Orator the aforesaid Sums of Forty Pagodas and forty Cash with all such Interestis now is or shall hereafter become due thereon as also all cost of this Suit.

May it please this Honble Court to Cause the said Ramasawmy to be summoned and Required by the sheriff of Fort Saint George Town of Madraspatnam and the sistrict 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 than 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 4th Day of June 1792

J Wilkenson
Atty for Compltt.

This Bill was sheun to me in the Day of adjournment to Lets Summon Issue returnable next Court Day.

Andrew Ross
Mayr

Ramsawmy Boxwar ..... Dr.

1792		Ps	Fs	Ps
Feby	3. Ballance of former account	5	2	—
March	26 To 1 Vanda weight 12½ pounds @ 16 fanl	4	7	40
	To 2 Doz Porter 3 Sumbhus 1 Rubnis @ 2 Chuse	5	36	—
April	3. To 1 gelt Watch with gelt Hands	26	—	—
		Pags 40	—	40

Fort St George
April 3. 1792.

E.E. Pts

/Signed/ James Austen
Attorney

J Wilkenson
Atty for Compltt.

Mayor's Court at
Madraspatnam

Tuesday the 31st day of July
Anno Domini 1792.

Present
Andrew Ross Esquire Mayor
William Webb and Henry Chichley Michell
Aldermen

Between James Austen
of Madras Merchant Com-
plainant and Ramasaw-
amy Boxwar Defendant.

It Appearing by the Records of this Court that the several Writs 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 Star Pagodas and forty Cash / Star Pags 40 — 40 / 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.

J Cuz

Filed in Court
the 6th May 1793

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Moodu Vineata Chellyar of Madras
Merchant that Tattamanjee Moodookistnama Chitty and
Nella Mootoo Chitty of the same place Merchants stand
Jointly and Separately indebted unto Your Orator in the
full and just Sum of Nine hundred and Sixteen Pagodas
Twenty fanams and three Cash Current Money of Ma
dras Making in Sterling money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum
of three hundred and Sixty six Pounds Eleven Shilling
and two Pence whereabouts Arising upon a Bond or
Writing Obligatory given and granted unto Your Orator
in Madras aforesaid under Name and Signature of
Moodoo Kistnan and Nella mootoo of the date of the
Twenty first day of July in the Year of our Lord One
Thousand seven hundred and Ninety One and Ready to be
produced who Called for wherein and whereby the said
Tattamanjee Moodoo Kistnama Chitty and the said Nella
Mootoo Chitty Chitty did acknowledge to have Borrowed
and Received from Your Orator on the date aforesaid the Sum
of Eight hundred and fifty Six Pagodas and one half of a Pago
das Current Money of Madras, which said Sum they the said
Tattamanjee Moodookistnama Chitty and Nella Mootoo
Chitty did Jointly and Separately bind themselves to pay
unto Your Orator on or before the thirteeth day of September
next after the said Twenty first day of July aforesaid
ensuing —

ensuing, together with such Interest as should be then due thereon
stand after the Rate of nine per Cent per Annum and Your
Orator Sheweth that the said Tattamanjee Moodookistnama
Chitty and Nella Mootoo Chitty did for the better Securing unto
your Orator the payment of the said Sum of Eight hundred
and fifty six Pagodas and one half of a Pagoda Current Money
of Madras, Mortgage unto your Orator their Houses —
together with the Chaultry Bill of Sale thereof Situated in
Mootalpetta in Tomby Chitty an Street South to the House
of Nainaccara Vencatasa Chitty and North to the Godown
of the Mandapam or Choultry of Cashapasawaracoil Pillias
And Your Orator Sheweth that the said Tattamanjee —
Moodookistnama Chitty and Nellamootoo Chitty did in
and by the said Bond or Writing Obligatory further Covinant
and agree to and with your Orator that in default of perfor
ming and fulfilling the Conditions before in part recited —
that Your Orator was and should be thereupon authorized and
empowered to prosecute them the said Tattamanjee Moo=
dookistnama Chitty and Nella Mootoo Chitty in this Honble
Court, and Your Orator sheweth that the said Tattamanjee
Moodookistnama Chitty and Nella mootoo Chitty nor either
of them did not pay or cause to be paid unto Your Orator the
said Sum of Eight hundred and fifty Six Pagodas and one half of
a Pagoda with the aforesaid Interest for the same on the said Tenth
day of September next following after making the said Bond
or Writing Obligatory or at any other time whatsoever, but —
have therein wholly failed — Whereby your Orator Sheweth and
hath therein wholly failed by the Clause in the said Bill or Writing Obligatory contained
that in default of performing and fulfilling the Conditions
therein and hereto before set forth that Your Orator should
thereupon

thereupon be authorized and impowered to prosecute them the said Tattamanjee Moodaskistnama Chitty and Nilla moo-ster Chitty in this Honble Court, that Your Orator is autho-rized and empowered accordingly to bring his action against the said Tattamanjee Moodaskistnama Chitty and Nallamooter Chitty for the recovery of the Said Sum of Eight hundred and fifty six Pagodas and one half of a Pagoda and the Interest due thereon in this Honble Court, in pursuance of the Spirit and Construction of His Majesty's Charter now in force — And Your Orator Sheweth that there is now and was due on the First day of this present Month of May for principal and Inte-rest on the said Bond or Writing Obligatory the afore-said Sum of Nine hundred and Sixteen Pagodas Twenty fanams and three Cash as may more fully and at large appear by Copy of an Account Current hereunto annexed for the In-spection of this Honble Court the Original whereof is ready to be produced when called for — And Whereas Your Orator hath frequently and in an amicable manner Re-quested Payment of the said Sum of Nine hundred and Sixteen Pagodas Twenty fanams and three Cash from the said Tattamanjee Moodaskistnama Chitty and Nalla-mooter Chitty —

But now so it is May it Please this Honble Court the said Tattamanjee Moodaskistnama Chitty and Nilla Mooter Chitty Obstinately and wilfully refuse to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays —

pray's Generall Relief as such as to this Honble Court shall appear agreable to Equity and Good Conscience To the End therefore that the said Tattamanjee Moodaskistnama Chitty and Nilla mooter Chitty may upon their Corporal Oath full true, direct and perfect Answer make to all and singular the matters and things herein before set forth and 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 Nine hundred and Sixteen Pa-godas Twenty fanams and three Cash together with all such Interest as now is or shall hereafter become due there-on also all Costs of this Suit

May it Please this Honble Court to Cause the said Tattamanjee Moodaskistnama Chitty and Nilla Mooter Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Dis-tricts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer the Your Orator's Bill of Complaint and further to Stand to and Abe by such Order and Decree therein as to this Honble Court shall seem Meet

Fort S.t George ... May 1792

This Bill was shewn to me between the days of adjournment Let a Summons issue returnable Next Court Day —

Jos.h DuPré
Atty Compt.t

Mayors Court at Madraspatnam

Tuesday the 7th Day of August Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Mitford and Alexander Cockburne Aldermen

Between Moodu Vencata Chittyar of Madras Merchant Complainant and Tattamanjee Moodoo Kistnama Chitty and Nallas Mootoo Chitty of the same place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendants to answer the Complainants Bill which they have Neglected doing This Court with therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendants do pay unto the Complainant the full and Just Sum of Nine hundred and Sixteen Pagodas Twenty fanams and three Cast/ Pagodas 916. 20. 3./ together with all such Interest as now is or shall hereafter become due thereon un-till full payment is made also all Cost of this Suit.

Hur

Dr Tattamanjee Moodoo Kistnama Chitty and Nallas Mootoo Chitty in Account Current &c with Moodoo Vencata Chittyar

1791 July	To the amount Complainants Mortgage Bill as per Schedule Pagodas			856	20
1792 May	To Interest on Do from 2d July 1791 to this day is 9 mo 5 d at 12 p Cent			59	3
	Pagodas			916	23

Madras May 1792

E. & O. E.

Errors Excepted

Pagodas 916. 20. 3.

true Copy Mitford Alderman

Filed the 3d Nov.r 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vejiapah Naick of Madras Inhabitant that Ann. Shaw of the same place Inhabitant as Executrix named in the last Will and Testament of George Mackay deceased late a Captain in the Service of the United Company of Merchants of England trading to the East Indies and under their Presidency of Fort Saint George stands Justly and truly Indebted unto Your Orator as Executrix as aforesaid in the full and Just Sum of Eleven Thousand Seven hundred and Twenty Seven Star Pagodas Twenty Fanams and 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 Four thousand Seven hundred and Ten Pounds Nineteen Shillings and Ten Pence or thereabouts as does more fully 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 Your Orators 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 the said Ann Shaw hath duly proved the said Will in this Honble Court, and hath thereby taken upon herself the Burthen and Execution thereof as by the Records of this Honble Court reference being thereunto had may appear And Whereas Your Orator hath frequently frequently and in an amicable Manner requested Payment of the said Sum of Eleven thousand Seven hundred and Twenty Seven Star Pagodas Twenty fanams and Eight Cash from the said Ann Shaw as Executrix as aforesaid.—

But now so it is may it Please this Honble Court that the said Ann Shaw Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Ann Shaw as Executrix as aforesaid may upon her 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 she may as Executrix as aforesaid be Decreed to pay unto Your Orator the aforesaid Sum of Eleven Thousand Seven hundred and Twenty Seven Star Pagodas Twenty fanams and Eight 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 Ann Shaw as Executrix 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 to the by this Honble Court Prefixed and appointed then and there to Answer to the by this Your Orators Bill of Complaint and further to stand to and abide by 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.

Jn.o Hamelton
Atty for Compl.t

Fort St. George 3. Nov.r 1790
This Bill was Sworn to in Court this day
of Subpoena to Issue
returnable next Court day
Ja.s Call
Mayor

Dr. Ann Shaw as Executrix to the Will of Captain George Mackay Dec.d in account Current with Veejiapah Naick ..... &c.

1781						1790							
Octob.r	30	To Amount Balance of				Octob.r	30	By Balance		11777.	20.	8.
		an account Signed by you	5662.	12.	42.								
1790.													
Octob.r	30	To Interest on ditto from											
		30 Octob.r 1781. to this											
		Day is 9 Years at 12 per											
		Cent per Annum ...	6115.	7.	40								
		Pagodas	11777.	20.	8.			Pagodas		11777.	20.	8.

Madras 30. October 1790

Errors Excepted

A.M. Signed / D. O'Donnell

A true Copy -

Jn.o Hamelton
Atty for Compl.t

Filed 25.th Jan.y 1791

The Amended Answer of Anna Shaw of Madras Inhabitant Executrix named in the last Will and Testament of George Mackay deceased Defendant to the Bill of Complaint of Veejiapah Naick of the same place Inhabitant Complainant.

This Defendant now and at all time hereafter saving and reserving to her self all and all Manner of benefit and Advantage of Exception to the Many Errors -

Errors, Untruths, Insufficiences and Imperfections in the Complainants said Bill of Complaint Contained for answer thereunto or unto so much thereof as this Defendant is Advised is material necessary for her to make answer unto, she this Defendant answereth and saith that although she admits to have Signed the Account which in and by the Exhibit Annexed to the Complainants Bill of Complaint is referred to, Yet in doing so, this Defendant say she was imposed by the said Complainant who was Dubash to the said Complainant who was Dubash to the said George Mackay in his life time and who assured this Defendant that in that Capacity he had made large advances to him which never repaid, and therefore Requested this Defendant as an act of Justice to sanction his accounts by Subscribing her name thereto This Defendant further says that the said Complainant informed her that he was much better Acquainted with the Affairs of her Testator than any other person, and required to have the whole Management of the Estate Committed to him promising in the event thereof, to exonerate this Defendant from all Responsibility and to do Justice to every Creditor by distributing the property of her Testator in the most equitable Manner according to their respective Claims, this Defendant Saith that from the assurances of the Complainant she was induced to Sign his account and at the same time delivered to him all the Books and papers of the Estate which at that time She had in her Possession and for which He granted a Receipt - This Defendant further saith that the said Complainant was no Stranger in possession of the Papers than instead of being Contended to receive a division of the remaining property along with

with other Creditors agreeably to the Amount of his Claim
He expected the whole to go in liquidation thereof of which
Circumstance this Defendant having received information and
being now fully Convinced therefrom that the Complainants
Object in gaining possession of the Papers was to appropriate
the whole of the property to himself to the utter prejudice of
the other Creditors, he requested the Gentlemen at Madras
who had thereto fore acted as her Agent to Continue in the
Charge and to pay the Complainant as he did the other
Simple Contract Creditors by mequal Division of the
remaining property and which this Defendant Under-
stands the said Complainant had refused to accede to. This
Defendant says that the Complainant having insti-
tuted a Suit against the Estate of the said George Mac
kay he Ought to have Supported the account upon which
He has brought his action by proper and Authentic
Vouchers, such as would have Shewn and fully proved that
the whole was of fair honest and bona fide transactions
and having Neglected to do so, This Defendant verily be-
leive that such Vouchers cannot be produced by him and
is not entitled to any part of the property.

This Defendant further saith that the
remaining property in her possession belonging to the Estate
of the said George Mackay Consists in Consolidation Bond
to the Amount of Four Thousand and nine Pagodas Thirty-
nine fanams and thirty One Cash and which she is wil-
ling and desirous to divide in an equal Degree Amongst the
the Creditors of the Estate particularly those who have not Instituted
Suits though better entitled to do so having by Law a priority of
payment to the Complainant from the nature of their Claims
which Consist of Promissory Notes and accepted accounts by
the Testator himself in his Life time whereas the Accounts of
the Complainant and Others who have sued the Estate are un-
supported by any Voucher whatever save what this Defendant
has Mentioned as aforesaid.

All which Matters and things
this Defendant is ready and willing to aver maintain and
prove as this Hon'ble Court shall direct and most humbly
prays to be hence dismissed with his reasonable Costs
and Charges in his behalf most wrongfully Sustained.

the above oath has been duly administered
to Mrs Ann Shaw. this fourteen day of february
1791.

Byrne Commissioner at Pondicherry

Joannis Senan

Ann Shaw

Dulauron

J. Coubon

Sworn to by Commissn at Pondicherry
the 14. Feby 1791.

G. Taylor
Regr

G. Chalmer
Atty for Defendt

Filed 7th June 1791.

The Replication of Vengiapah Naick Complainant to the Amended answer of Ann Shaw Executrix named in the last Will and Testament of George Mackay Deceased Defendant.

This Repliant now and at all times hereafter saveing and reserving to himself all and all Manner of benefit and advantage of Exception to the many Errors and Insufficiencies and Imperfections in the Defendants said answer Contained for Replication the Matters and things therein contained in good true certain and sufficient to be Answered unto in such Manner and form as the same are therein and thereby charged and Setforth and that the Defendants said answer is very Evasive and insufficient to be by this Repliant unto the benefit of Exception whereunto being now and at all times saved unto this Repliant and this Repliant for further replication saith that the Defendant as Executrix aforesaid stands Justly and truly indebted unto this Repliant in the Sum of Eleven Thousand Seven hundred and Seventy Seven Pagodas twenty Fanams and Eight Cash as charged in this Repliants said Bill of Complaint and as the same is setforth in the Account Current thereunto annexed the principal Amount of which is the Sum of Five thousand Six hundred and Sixty two Pagodas twelve Fanams and forty two Cash is Authenticated and established by the signature of the Defendant thereunto affixed and who in and by her said answer Confessed the Fact and this Repliant says that affer having having so established the Repliants said Claim the Defendant in attempting to do away the same and so Vitiate her own act and Deed as in and by her answer she has attempted to do has acted most unjustly with the evil design of injuring this Repliant in his Fortunes because he would not suffer himself to be prevailed upon to aid her the Defendants inequitous measures and this Repliant for further Replication says that he never did impose or attempt to impose on the Defendant in the in the premises nor did the Defendant affix her signature as aforesaid until she was fully convinced of the propriety and Justice of so doing and this Repliant say notwithstanding the assertions of the Defendant to the contrary that he was always ready to give his utmost aid and assistance to the Defendant in the affairs of the Estate of her said Testator but that the improper conduct of the Defendant therein rendered every such aid and assistance of no avail and this Repliant denies that the Defendant did affix her Signature to this Repliants accounts as aforesaid in consequance of any promise made by this Repliant as in her said answer the Defendant would fain insinuate but that she did so affix her Signature for the reasons by this Repliant herein above stated and this Repliant says that he never received any Books, or papers the property of the said Estate to any other purpose than that of promoting the Interest thereof and that being in the possession of the document aforesaid he could not have wanted any other security and thereupon this Repliant says that the insinuation of the Defendant in her said answer contained that he obtained possession of the said Books and Papers in order to make his own terms relative to the payment of his demand on the said Estate is absurd and untrue and it must be trusted so appear to this Honble Court when by the Defendants own shewing the said

said Books and papers were by this Repliant delivered upto the Defendants agent when required and this Repliant says that although in a former part of her the Defendants answer and herein before Replied to she attempts to insinuate that in affixing her signature to this Repliants said Claim she was imposed on yet in another part of her said answer she shews the reverse and thereby contradicting herself displays her evil designs and fraudulent Intentions in the premises for she states that on desiring her agent to receive from this Repliant the Books and papers aforesaid she desired him to pay to this Repliant as to the simple Contract Creditors and which terms she says she understands this Repliant to accede to, and notwithstanding she had attested this Repliants account as aforesaid yet in another part of her answer she says that this Repliant ought to have supported the Amount upon which he has brought his action by proper and authentic Vouchers and not having done so she Verily believes such Vouchers cannot be produced and that he this Repliant is not entitled to any part of the property although as aforesaid she has confessed that this Repliant is in possession of a Voucher signed by herself and although in a certain Cause now pending in this Honble Court wherein Nunnaveyam is Complainant and she the Defendant as Executrix aforesaid is Defendant in and by an Exhibit annexed to her answer upon oath and therein and thereby referred to, amongst a number of other Claims of other Creditors of the Estate of her said Testator she has stated the amount principal of this Repliant Claim as to him due and owing and this Repliant for further Application says that he has not nor can he have any thing to do with the Intentions of the Defendant relative the Claims of those Creditors who may not have instituted a suit against her for the recovery of any sum of money that might be due to them by the Estate of her said Testator and further says that he humbly conceives that man is not the less entitled to receive payment of a sum due to him because that after he had attempted by every means to obtain an amicable settlement he is at last forced into Coercive measure and this Repliant further says that other Creditors might have other Objects and might receive from the Defendant those indulgencies which he never can expect and therefore as it is his particular province to secure his own particular property by fair and just methods and as the law assists and protects the Vigilant Creditor this Repliant humbly submits that the commencing the present action he has done nothing more than what was equitable and just.

All which matters and things this Repliant is ready and willing to verify maintain and prove as this Honble Court shall be pleased to direct and humbly prays as in and by his said Bill he hath already prayed.

Stuart Hall

Jno Hamilton

Advs for Compt

Filed the 26th July 1794

The Amended Rejoinder

of Ann Shaw of Madras Inhabitant Executrix Named in the last Will and Testament of George Mackay Deceased Defendant to the Replication of Veerapah Naick of the same place Inhabitant Complainant

This Defendant Now and at all times hereafter saving and Reserving to herself all and all manner of benefit and advantage of Exception to the many errors Uncertainties Insufficiencies and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto Saith That She will ever justify maintain and prove her said Answer to the Repliants said Bill of Complaint and all and singular the Matters and things therein Contained to be good true Certain and Sufficient in the Law to be Replied unto in such Manner and Form as the same are therein and thereby Setforth and Alledged and that the said Replication is very Untrue evasive and insufficient in the Law to be by this Defendant Rejoinder unto for divers defects and imperfections therein Contained, And for further Rejoinder this Defendant doth insist that the Complainant in an artful and fraudulent manner procured her to Sign the account referred to and by the Exhibit to this Bill of Complaint Annexed with Which as it Now doth appear to Gain Possession of the property of her Testator, and to Convert the same to his own use and purpose, and this Defendant further Saith that the said Repliant as an inducement for this Defendant to Acquiesce in his measures did Voluntarily Propose and agree to exonerate this Defendant from all kind of Responsibility in and about the Estate of her Testator to Adjust, Settle, and pay off all demand that should be made upon her as Executrix, and in Order to Ratify the same the said Repliant did execute a Written agreement in the presence of Witnesses Copy whereof is hereunto Annexed for the inspection of this Honble Court and the Original in the possession of this Defendant Ready to be produced when required Relation being thereunto had doth and will more fully and at large appear, and this Defendant Saith She Conceives it her duty to make this fair and honest Confession for the purpose of Controverting the Matter Setforth by the Repliant in his Replication as also to prevent the Creditors of the Estate being injured by his fraudulent and insidious Conduct, This Defendant for further Rejoinder Saith that she is Unacquainted with the Nature of those dealings which existed between the Repliant and her Testator and that She was prevailed unto Sign his account as aforementioned without any other proof of his Claim being adduced further than a Statement or long running Account of Several Years which He produced to this Defendant and which he asserted to be Just This Defendant saith that finding afterwards that the Repliant had Refused to accede to a plan for the Division of the Remaining property of the Estate Amongst the different Simple Contract Creditors Call the Bonds having been Respectively discharged and that he

he Wished to Appropriate the whole to himself That She then desired the person who had the Management of the Estate not to part with the papers to him etc recognize him in any other way than the other Creditors — This Defendant Saith that as the said Complainant has brought his Action for so many £ Principal Sum with Interest thereon at the Rate of Twelve p Cent that he Ought to produce such proofs as may induce this Honble Court to Consider and view the Claim as being legally founded —

All which Matters and things this Defendant is Ready and willing to Now Maintain and prove as this Honble Court Shall direct and therefore humbly pray as in and by her said Answer She Saith Already prayed. —

G Chalmer
Sol^{r} for Defend^{t}

Annapolis 26th March 1790

This is to Certify to all whom it may Concern and particularly to the bond, Bills, Book, Note, or any other Creditors to the Estate of the late Captain George Mackay deceased That I Negue Naig of Portsaint George Madras formerly Dubash to the late Captain George Mackay do bind myself my Heirs Executors Administrators or Assigns to fulfill the Undermentioned agreements Which I have entered into with Mr^{s} Ann Shaw Executrix to the Estate of the late Captain George Mackay. —

1st I Negue Naig do Agree to give Mr^{s} Shaw a final Acquittance and Release from any further trouble or Responsibility in the Estate of Captain George Mackay deceased. —

2nd I Negue Naig do Agree and promise to be Accountable I answer to adjust to Settle and pay off any demands that may be brought at this or any other period Against Mr^{s} Shaw Shall on Account of Captain George Mackays Estate. —

3^{d} I Negue Naig do Agree and promise to pay to Mr^{s} Shaw In Consequence of her giving up the remaining part of the Management of the Estate of the late Captain George Mackay a New Consolidation Bond Made payable to her for five Thousand Star Pagodas. —

4th I Negue Naig do Agree and promise to pay One Month after the date of this Agreement to Mr^{s} Ann Shaw the Sum of Five Thousand Star Pagodas — In a New Consolidation Bond Made payable to her. —

5th I Negue Naig do Agree and promise to pay to Mr^{s} John Sullock any demand he may have on the Estate of Captain George Mackay or Mr^{s} Ann Shaw for acting as Attorny to the Latter. —

6th I Negue Naig do Agree and am bound not to Interfere make any demand upon Captain George Mackays Estate, or Mr^{s} Shaw for the Sadras Prays Money, his half Pay at Home House or Grounds at Annapolis &c^{a} —

I Negue Naig have before two Witnesses Bound myself my Heirs Executors &c^{a} to fulfil and Stand to the within Mentioned agreements In Witness Whereof I have hereunto Set my hand and Seal in the Village of Annapolis this 26th of March in the Year of our Lord 1790

Witness'd by
/Signed/ Tho^{s} Barley
/Signed/ [illegible]

/Signed/ [illegible] L.S.

True Copy
G Chalmer
Sol^{r} for Defend^{t}

Dr. Captain George Mackay Account Current with Vizeapatam &c

1731 Aug.														
	By Sundry Accounts as p Book Particularly	5662	12	12	To Balance	5662	12	12
		Errors Excepted						

Ann Shaw Executrix to the Estate & Effects of George Mackay Deceased

Mayors Court at Madraspatnam

Tuesday the 7th Day of August Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Mitford and Alexander Cockburn Aldermen

Between Vengiapah Naick of Madras Inhabitant Complainant and Ann Shaw of the same place Inhabitant as Executrix named in the last Will and Testament of George Mackay deceased late a Captain in the Service of the United Company of Merchants of England trading to the East Indies and under their Presidency of Fort Saint George Defendant

This Cause Coming on to be Heard and Debated the day in the presence of the Attornies in both Sides on Reading the Complainants Bill with Copy of an Account Current annexed, The Defendants Amended Answer, The Replication, The Amended Rejoinder, One Exhibit on the part of the Complainant On Hearing the Pleadings made Use of by the Attornies and mature 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

Mar

Filed the 4th Augt 1792

In the Honble the Mayors Court at Madraspatnam

Between Tumbo Naick and Vencatachella Chitty administrators to the Estate and Effects of Ratnal Condale Naick Deceased Complainants and Modoo Thunga pa Naick Deceased

The affidavit of Vencatachellum Naick and Vencatasawmy Naick of Madras Inhabitants

These Deponents make Oath and Say that they are well acquainted with the situation and circumstances of the Said Affered in the part of the Defendant in the above Cause named Yanamandrum Ristnasawmy and Kamatadra Moodaliar and these Deponents further say that the said Ristnasawmy is insufficient to be admitted as Bail being a Minor under the age of Twenty one Years and a dependant on his family having neither

neither House nor property whatever and that the other Bail mentioned Ramatadoo Moodelier is equally insufficient being the Person once before offered and rejected in the above Cause and whowas dismissed by the affidavit of this Deponent Venatachellum Naick and also by the affidavit of Bommaiah Moodaly as being neither House keeper nor in possession of any Estate or property in Madras—

Above Translation as near as can be from the Gentoo Language

Ranganandum
Interpreter

Gentoo

Extract from Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of August Anno Domini 1772—

Present

Andrew Ross Esquire Mayor

John Mitford and William Abbott

Aldermen

Tomboo Naick and Venkatachella Chitty Administrators of Ratnal Condaloo Naick Deceased -

vers

Mootoo Rungapah Naick

Affidavit of Venatachellum Naick and Venkatasawmy Naick to the Insufficiency of Yanamendrum Chetnasawmy and Ramanadoo Moodelliar the Bail of the Defendant Sworn to before the Mayor and filed the 3d Instant— Ordered that the Defendant be put in better Bail— The Attorney for the Defendant offers to the Court Bombay Venkatachellum Moodelly and Totacallah Cundapah as Bail for the Defendant— to whom the Opposite Attorney objects as insufficient and prays that he may be allowed till Tuesday Next at 12 o'Clock in forenoon to enquire into their Sufficiency— Ordered Accordingly— and it is further Order that if no Exception are filed the Bail then to become absolute upon Justification but that in the mean time that the Summons Returnable immediately and Warrant of Arrest do Remain in full force— Bombay Venkatachellum Moodelly and Totacallah Cundapah become Bail till Thursday Next taken and Acknowledged in Court—

Filed 4th June 1791

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Ninnyapah Mordelier of
Madras Inhabitant That Caremanal Reddy Kistnamah and
Poddocherry Pelauny Caulapan also of the same Place Inha-
bitant stands Justly and Truely indebted unto your Orator
in the full and Just Sum of Five hundred and Forty eight
Star Pagodas forty four Fanams and Thirty five Cash Current
Money of Madras making in Sterling Money of Great
Britain at the rate of eight Shillings for every Pagoda
the Sum of Ninety Six Pounds seven Shillings and ten
Pence or thereabouts as will more fully and at large appear
by the Copies Translate of a Mortgage Bond with a Covenant
to sue for and Recover the same in this Honble Court and
an Account Current hereunto annexed for the Inspection
of this Honble Court and which Your Orator Prays
may be taken as part of this his 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 Amicable manner
requested Payment from them the said Caremanal Reddy
Kistnamah and Poddocherry Pelauny Caulapan of the said Sum
Five hundred and Forty eight Star Pagodas Forty four fanams
and Thirty five Cash

Pretence whereof and for as much as Your Orator is remediless
in the premises at the Common Law and only relievable in a Court
of Equity where Discovery is had of the Confederacy Fraud and
Covin of Persons Offending in the Premises and Your Orator
hopes to be relieved accordingly

To the End therefore that the said Caremanal Reddy Kistnamah
and Poddocherry Pelauny Caulapan may upon their Corporal
Oath full true direct and perfect answer make to all and
singular the Matters and things herein before set forth and
alledged as fully truly perfectly and Effectually to all intents and
purposes as if the same were here again Repeated and Particularly
Interrogated and that they may be decreed to pay unto your Ora-
tor the afore said Sum of five hundred and Forty eight Star Pagodas
Forty four Fanams and Thirty five Cash with all such Interest
as now is or shall hereafter become due thereon also all Costs of
this Suit

May it Please this Honble Court to Cause
the said Caremanal Reddy Kistnamah and Poddocherry
Pelauny Caulapan 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

Fort St George
4th June 1791

Stuart Hall
Wm Hamilton
Attys for Compt

This Bill was shewn time in the Copy
of the Adjournment for a Summons Spe
Returnable next Court Day

Jos. DuPre Porcher
Mayor

Translation of a Mortgage Bond dated 7. Augy of Sauduranna year answering to anno Domini 17th July 1790

We Caremanal Reddy Kistnaman and Cadeedasy Polauny Coulapan of Madras both of us do Jointly give this Mortgage Bond to Nineyapa Modeliar son of Myla Coulatyapa Modeliar of Poolawa Vallade Cast of the same Place

Whereas we have this day Mortgaged to you a House together with its Bill of Sale in the name of Reddy Kistnaman Situated at Poddenaigs Pata in Maukah Garden in second Street in west Line Between the Houses of Connapachum Aundyapa Modeliar and Perambachum Maurayapa Modeliar as also another House and its Bill of Sale in the name of Polauny Coulapan Situated at Cuthberts Garden in Second Street in west line Between the Houses of Vedachelu Ambalavanna Pundaram and Devambadoo Ninnapah Modeliar in all Two Houses belonging to us and Two Bills of Sale in our names and borrowed and received of you the sum of 230. Two hundred and Thirty Star Pagodas Current money of Madras which sum we do hereby engage to repay you Jointly and Separately on or before the 30th Maurgaly or 10th January next with all such Interest as shall or may become due thereon at the rate of 12 P. Ct. Per Annum Indefault of which you are hereby empowered to recover it by prosecuting in the Honble the Mayors Court Witness Channagoy Baula Goravapah Chittyar and Coorga Moocanam Modeliar by their Knowledge this Mortgage Bond was drawn by Myla Annagoy

Witnesses Signed
Goravapan
Moocanam

Marked Reddy Kistnaman
Signed Coulapen

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

A true Copy
Stewart Hall
Jno Hamelton
Attys for Compt.

Dr^s Caremanal Reddy Kistnamanavr Poddoochary Polauny & Co^y
on account with Nineyapa Moodeliar

1790 July	27	To the amount of your Joint and Seperate Mortgage Bond bearing date this day	230			1791 Feby	10	By Cash received for Interest		5	
1791 May	31	To Interest on Ditto to this day 10 Months and 13 Days at 12 Per Cent Per annum	23	14	35			By Ballance		248	14 35
		Pagodas	253	14	35				Pagodas	253	14 35

Madras 31st May 1791.

E E
1 Cs
a true Copy
Ninnyapa
Stewart Hall
Jno Hamelton
Attys for Compt.

Filed the 30th January 1792

To the Honble the Mayors Court at Madraspatnam

Between Ninnyapa Modeliar of Madras Inhabitant Complainant and Caremanal Reddy Kistnaman and Poddochary Polauny Coulapan of the same Place Inhabitants Defendants

The Affidavit of Ninnyapa Modeliar the above named Complainant

This Deponent maketh Oath and Saith that Caremanal Reddy Kistnaman one of the Defendants above named stands justly and truly Indebted unto this Deponent in the full and just Sum of Two hundred and Twenty Star Pagodas Nineteen Fanams and forty Cash Current Money of Madras being the Balance of the Sum of Two hundred and forty eight Pagodas forty

four fanams and Thirty five Cash for the recovery of which this Deponents filed his Bill of Complaint in this Honble Court against the Defendants above named and this Deponent further Saith that the Defendant Cavemanal Reddy Kistnaman has been with the jurisdiction of this Honble Court since the Cause of action arose

Signed / Ninyapan

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

Ramganaudom

Interpreter

Malabar

Mayors Court at Madraspatnam

Tuesday the 14th Day of August Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Mitford and William Abbott Esqrs

Aldermen

Between Ninyapa Modeliar of Madras Inhabitant Complaint and Cavemal Reddy Kistnaman and Pedoochary Ramany Cadapan alis of the same Place Inhabitant Defendant

It Appearing by the Records of this Court that the Space of Six Months / the time Limited in His Majestys Charter / is Elapsed since the Return of the Warrant of Sequestration issued against the Defendant Cavemanal Reddy Kistnamans 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 Cavemanal Reddy Kistnaman shall pay unto the Complainant the full and Just Sum of Five hundred and Forty Eight Pagodas forty four fanams and thirty five Cash / Pagodas 548. 44. 35. / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

HW

Fridy 4th Augt 1792.

L.S.

Duplicate

At the Court at St. James's
the 7th of March 1792

Present

The King's most Excellent Majesty

Lord President
Lord Steward
Duke of Montrose
Lord Grenville
Lord Amherst
Mr. Secretary Dundas.
Sir George Yonge Bart.

Whereas there was this Day read at the Board, a Report from the Right Honble the Lords of the Committee of Council for hearing Appeals from the plantations &c. dated the 22d of last Month, in the Words following — Viz.t —

"Your Majesty having been pleased by Your Order in Council "of the 13. of October 1784, to refer unto this Committee the hum "ble petition and Appeal of Nathaniel Barlow Esquire, sole "Administrator of the Estate and Effects of Dawson Drake of "Fort Saint George in the East Indies, Merchant, Appellant, "against John Lowe, Administrator of the Goods and Chattels "of Annachellum, deceased, unadministered by Convoys, Respon "dent, from a Decree of the Court of Appeals at Madraspatnam "of the 10th of October 1782, made in a Cause depending upon "a Bill filed by the said Annachellum against the said Daw "son Drake, for the recovery of certain Monies therein ste "-ted to be due to the said Annachellum, and by which Decree of "the Mayors Court, it was decreed that the Defendant Daw "-son Drake should deliver up and assign over to the Complai "-nant Annachellum certain renewed Bond obtained by the De "-fendant from the Nabob, on the Complainants paying the "Defendant two p Cent out of the Interest, or that the Defendant

"Defendant pay the Amount thereof to the Complainant with Interest "at 8 per Cent per Annum, and all Costs of Suit; and the Appellant "humbly prayed that both the said Decree of the Mayors Court and "Court of Appeals might be reversed, or for other relief in the premis "-es; That subsequent to this Appeal the said Nathaniel Bar "-low the Appellant died, whereupon the suit became abated.. "— The Lords of the Committee, in obedience to your Majesty's "said Order of Reference, did, on the 29th of May 1789, tak the "said Appeal into Consideration, and thought proper to receive "the same, by making Nathaniel Kindersley and Hannah "his wife (which said Hannah had taken out Administra "-tion of the Goods and Chattels and Effects of the said Dawson "Drake, unadministered by the said Nathaniel Barlow) par "-ties Appellants to the said Appeal, and to stand in the place of "the said Nathaniel Barlow deceased; — And their Lordships ha "-ving on the 17th of this Instant and also on this Day, procee "-ded to hear Counsil on both sides thereupon, do agree humbly "to Report as their Opinion to your majesty, That the Decree of "Court of Appeals at Madraspatnam of the 10th of October 1782, "affirming the Decree of the Mayors Court of the 23d of June "1780, should be affirmed with £50. Sterling Costs.

This Majesty taking the said Report into Consideration, was pleased, with the advice of his privy Council, to approve thereof, and to order that the said Decree of the Court of Appeals at Madraspatnam of the 10th of October 1782, affirming the said Decree of the Mayors Court of the 23d of June 1780, &c, and the same is hereby affirmed, with fifty Pounds Sterling Costs — Whereof the Governor or President and Council of Fort St. George for the Time being, the Mayors Court at Madraspatnam, and all other persons whom it may Concern, are to take Notice and govern themselves accordingly —

Steph: Cottrell

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th. Day of August Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

John Mitford and William Abbott

Aldermen

John Snow administrator of Annakellum Moodelly

&c &c

Nathaniel Edward Kendersley administrator of Dawson Drake Deceased Un administrated by Nathaniel Barlow Dwarde

Messrs. James Stuart Hall and John Hamilton appear as attorneys for the Complainant and deliver into Court an Order of his Majesty in Council in the above Cause affirming the Decree of the Court of Appeals of 10. October 1782 affirming the Decree of this Court — Order of his Majesty read and filed —

Filed 14 Aug 1792

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 7th. Day of August Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Mitford and Alexander Cockburn

Aldermen

Shashashella Chitty

&c &c

Kistnamah Chitty

Messrs. James Stuart Hall and John Hamilton Attorneys for the Defendant pray leave to decline acting their Client not having furnished them with either Money or Instructions — Order accordingly unless cause be shewn to the Contrary by next Court Day and it is further Ordered that the attorneys do serve their Client with a Copy of this minute of which service affidavit is to be made —

A True Extract

G Taylor

Regr.

In the Honble the Mayors Court at Madraspatnam

Between Sashachella Chitty of Madras Inhabitant Complainant and Kistnama Chitty of the same place Inhabitant Defendant.

The affidavit of Thomas Ives one of the Serjeants of this Honble Court —

This Deponent maketh Oath and Saith that he did on the thirteenth day of this Instant august serve the above named Defendant with a Copy of the within Extract by leaving the same at his Dwelling House —

Thos. Ives —

Fort St. George
14th. August 1792
Sworn to in Court
G Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 14th Day of August Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Metford and William Abbott

Aldermen

Sashashella Chitty

&c.

Kistnama Chitty

Affidavid of Thomas Ives one of the Serjeants of this Court of Service of Notice upon the Defendant of his attorney having prayed leave to decline acting Read and filed this day — Ordered that Messrs. James Stuart Hall and John Hamilton be permitted to decline acting — The Attorney for the Complainant prays that the Defendant may by next Court day appoint another attorney to act for him in the Room of Messrs. James Stuart Hall and John Hamilton

Filed 21st August 1792.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 14th day of August Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Metfore and William Abbott

Aldermen

Sashashella Chitty

&c.

Kistnama Chitty

The Attorney for the Complainant prays that the Defendant may by next Court Day appoint an other Attorney to Act for him in the Roome of Messrs. Hall and Hamilton — Ordered accordingly —

A true Extract

G. Taylor

Regr.

In the Honble the Mayor's Court at Madraspatnam

Between Sashashella Chitty of Madras Inhabitant Complainant

and

Kistnama Chitty of the same place Inhabitant Defendant.

The affidavit of Joshua Cramptonone of the Serjeants of this Honble Court

The above named Deponent maketh Oath and saith that he did on 20th of this Instant leave at the dwelling House

House of the above named Defendant a Copy of the within Extract from the Minutes of this Honble Court

Joshua Cramptons Mate
Serjeant of the Mayors Court

Sworn to in Court
this 21st August 1792.

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 21st day of August Anno Domini 1795.

Present

Andrew Ross Esquire Mayor
James Call and James Daly
Aldermen

Sashashella Chitty
vers
Kistnamah Chitty

Affedavit of Joshua Crampton on of the Serjeants of this Court of Service of Notice upon the Defendant to appoint another Attorney to act for him in the room of Messrs James Stuart Hall and John Hamilton Severate in Court and filed this day. The Attorney for the Complainant prays that the Defendant may be Next Court day appoint another Attorney to act for him and in default thereof that Issue may Join in this Cause. Ordered Accordingly.

Filed 28th August 1792.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 21st day of August Anno Domini 1792.

Present

Andrew Ross Esquire Mayor
James Call and James Daly
Aldermen

Sashashella Chitty
vers
Kistnamah Chitty

The Attorney for the Complainant prays that the Defendant may be Next Court day appoint another Attorney to act for him and in default thereof that Issue may Join in this Cause. Ordered Accordingly.

A true Extract

G. E. Atkin
D.J. Regr

In the Honble the Mayors Court at Madraspatnam

Between Sashashella Chitty of Madras Inhabitant Complainant
and
Kistnama Chitty of the same place Inhabitant Defendant

The

Filed 31st August 1792.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Manapaukum Vydeyanaudem Modeliar of Madras Inhabitant that Gonjalvo Mottiallo Chitty also of the same place Inhabitant Stands justly and truely Indebted unto your Orator in the full and Just Sum of three hundred and Twenty one Pagodas fourteen fanams and Ten Cash Current money of Madras making in Sterling money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One hundred and Twenty Eight Pounds and Ten Shillings or thereabouts and Your Orator further Sheweth unto this Honble Court that the same arises and is become due upon one certain Bond which together with a warrant of attorney to Confess Judgment the said Gonjalvo Mottiallo Chitty did on the Twentieth Day of March One Thousand Seven hundred and Ninety Two duly Execute unto your Orator - and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an amicable manner requested Payment from the said Gonjalvo Mottiallo Chitty of the said Sum of three hundred and Twenty One Pagodas fourteen fanams and Ten Cash

Butnow so it is may it Please this Honble Court the said Gonjalvo Mottiallo Chitty 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 Affidavit of Joshua Compton One of the Serjeant of this Honble Court -

The above named Deponent maketh Oath and saith that he did on the Twenty third day of this Instant August leave at the dwelling House of the above named Defendant a Copy of the within Extract from the Minutes of this Honble Court -

Joshua Compton Mace Serjeant -

Sworn to in Court
this 28th Day of
August 1792.
G Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th Day of August Anno Domini 1792

Present

Andrew Ross Esquire Mayor
William Webb and Benjamin Roebuck
Aldermen

Shashashella Chitty
vers
Kistnamah Chitty

Affidavit of Joshua Compton one of the Serjeants of this Court of Service of Notice upon the Defendant to appoint an Attorney to Act for him and in default thereof that Jowe may Join in this Cause Sworn to in Court Read and Filed -

To the End therefore that the said Ganjalos Mootiallos Chitty may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truly and effectually to all Intents and purposes as if the same were here again repeated and he Particularly Interrogated thereto and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of three hundred and Seventy one Pagodas Fourteen fanams and Ten Cash with all Such Interest as now is or shall hereafter become due thereon and all Costs of this Suit

May it Please this Honble Court 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

Fort St. George 31st August 1792.

B. Williams
Atty for Compl.t

This Bill was Shewn to me in the days of adjournment let a summons issue returnable next Court day

Andrew Ross
Mayor

Filed 4. Sept.r 1792

To Mr. Robert Williams Gentleman one of the Attornies of the Honble the Mayors Court at Madraspatnam or to any other Attorney or Attornies of the said Court

These are to authorize you or any of you to appear for me Ganjalos Mootiallos Chitty at the next or any Subsequent Court that may be held after the Twentieth day of July next ensuing to any Bill that may be filed against me at the Suit of Manapaukum Vydyanaudom Mudaliar upon certain Bond or Obligation bearing even date herewith in the Penal Sum of Six hundred and fifteen Pagodas and Seven fanams and Conditioned for the Payment of the Sum of three hundred and Seven Pagodas and Twenty Six fanams Current money of Madras and Interes in manner and at the times therein Specified and in my Name to Suffer Judgement against me in such Suit by Nil Dicit non sum informatus or otherwise for the said Sum of three hundred and Seven Pagodas and Twenty Six fanams under the Condition aforesaid together with all Costs of Suit and I the said Ganjalos Mootiallos Chitty do hereby Covenant and agree to and with the said Manapaukum Vydyanaudom Mudeliar his Executors Administrators and Assigns that Neither I myself nor any deriving under me shall or will bring any Writ of Error or Bill in Equity upon the Judgement to be entered up against hereby or the Contrary ratifying and fully Confirming all and whatsoever you the said Attorney or Attornies or any or either of you shall legally do in the Premises by Virtue of these Presents In Witness whereof I have hereunto Set my hand and Seal in Madras this Seventeenth day of March in the year of our Lord One Thousand Seven hundred and ninety Two

Sealed and Delivered in the Presence of

True Trans.tion as nearas can be from the Gentoo Language
Rangan aidoo
Interpreter

Know all Men by these Presents that I Gaujalou Mos-
-tiallou Chitty of Madras Inhabitant am held and firmly
bound unto Manapaukum Vydyanaudom Moodeliar of the
same place Inhabitant in the Penal Sum of six hundred and
and fifteen Pagodas and seven Fanams Current money of
Madras to the true payment whereof well and truely to be
made to the said Manapaukum Vydyanaudom Moodeliar
his 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 Madras this Seventieth day of March in the
year of our Lord One Thousand Seven hundred and ninety
Two

Now the Condition of this Obligation is such that
if the above bound Gaujalou Mostiallou Chitty his Executors
administrators or assigns shall well and truely pay or
Cause to be paid unto the above named Manapaukum Vy-
-dyanadom Moodeliar his their Executor Administrators
or assigns the full and Just Sum of three hundred and Seven
Pagodas and Twenty Six Fanams Payable in four Months
from the Date hereof with all such Interest as shall or
may become due thereon at the rate of Twelve per Cent per
Annum then this Obligation to be Void and of no Effect
otherwise to Continue in full force and Virtue

Signed Sealed and Delivered
where no Stampt Paper is not
in use in the Presence of

L.S.

4th Sept. 1792

Pummel Swamy was sworn to the due Execution
of the above on Oath this day

G. Taylor
Regr

Mayors Court at
Madraspatnam

Tuesday the 4th Day of September
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
John Mitford and Alexander Cockburn
Aldermen

Between Manapaukum
Vydyanaudom Modeliar of
Madras Inhabitant Complai-
nant and Gangaloo Mestrietty
Chitty also of the same place In-
habitant Defendant

The Defendant by his Att. W. Wilkinson 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 Complai-nant the full and Just Sum of Three hundred and Seven-ty One Pagodas fourtee Fanams and Ten Cash / Pagodas 321. 14 10 / together with all such Interest as now is or shall hereafter become due thereon untill full paymen it and also all Costs of this Suit

Wilk

Feb.y 4. Sept.r 1792

To the Honble the Mayors Court at Madraspatnam

Between Cullah Rogavah Chitty of Madras Merchant Administrator of all and singular the goods Rights chattles Debts and effects of Cullah Moo-duramah Chitty late of the same place Merchant deceased Complainant

and

Suncoo Lachchella Chitty and Suncoo Chinna Ketramah Chitty of the same place Merchants Defendants

The Humble Petition of Suncoo Lachchella Chitty one of the Defendants above Named

Sheweth

That the above named Complainant did on or about Twenty Seventh day of June in the present Year of our Lord one Thousand Seven hundred and Ninety two file his Bill of Complaint against your Petitioner and the said Suncoo Chinna Ketramah Chitty for the Recovery of the Sum of Nineteen Thousand Seven hundred and Sixty two Pagodas Twenty four Fanams and Sixty Cash your Petitioner on the third day of July now last past appeared by his Attorney at Law and pleaded to the Complainants said Bill of Complaint and your Petitioner Sheweth that his said plea having been set down to be heard the same came to be heard accordingly before this Honble Court on the twenty fourth day of July now last past when this Honble Court was pleased to order your Petitioners said Plea should stand dismissed and that

that he should Answer the Complainants said Bill of Complaint to which said Order for dismissing Your Petitioners said Plea Andrew Ross Equire Mayor of Madraspatnam did dissent Your Petitioner further sheweth that Your Petitioner did on the Fourth day of August now last past appeal from the said order of this Hon^ble Court to the Hon^ble the Court of Appeal—

May it therefore please this Hon^ble Court to order that the Register of this Hon^ble Court do transmit the Pleadings in this Cause to the Hon^ble the Court of appeal together with the said order for dismissing Your Petitioners said Plea and the Dissent of the said Andrew Ross Equire thereto—

John White attorney for the Petitioner

Extract from the Minutes of a Court Held at the Tow Hall on Tuesday the 4th Day of September Anno Domini 1792.

Present

Andrew Ross Equire Mayor
John Mitford and Alexander Cockburn
Aldermen

Collah Ragavah Chitty administrator of Collah Moorama Chitty Deceased
vers
Suncoo Shashashella Chitty and Suncoo Chinna Kistnamah Chitty

Petition of the Defendant Suncoo Shashashallah Chitty praying that the Proceedings in this Cause may be sent up to the Court of Appeals Read and filed this day Mess^rs James Stuart Hall and John Hamilton and Mr George Chalmer for Mr Henry Dispay the Attorney for the Complainant acquaint the Court that Chinna Kistnamah Naick one of the Bails of the Defendant Suncoo Shashashella Chitty has departed this Life they therefore pray that the Defendant may by Next Court day produce other Bail in the room of the Deceased and in default thereof that a Warrant of Arrest may issue and that the Proceedings may not be sent to the Court of appeals untill the Defendant has Completed his Bail to which the Attorney for the Defendant objects because that this Cause is now depending in the Hon^ble the Court of appeals— Ordered that the objections be over Ruled and that the Defendant do Complete his Bail by Next Court day and in the mean time that the Proceedings be not sent to the Court of appeals—

Filed 6th Sept^r 1792

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

Humbly Complaining Sheweth unto this Hon^ble Court your Orator Naidowaneel Narrain pillay of Madras Inhabitant That Nine pillay of the same place Inhabitant having occasion to borrow the Sum of one hundred and Sixty three Star Pagodas and Forty and half fanams Current money of Madras applied to Your Orator to lend and advance him the same which Your Orator accordingly did to secure the Repayment whereof with Interest after the Rate of Twelve percent per Annum the said Nine pillay did by the name and description of Alcaver Nine pillay Execute unto Your Orator a certain Mortgage Bond or Written Instrument bearing date on or about the thirteenth day of the Malabar

Malabar Year Viswavasoo answering to the Eleventh day of Septem-
ber which was in the Year of our Lord one Thousand Seven hundred
and Eighty five whereby he acknowledged to have borrowed and
received from Your orator the said Sum of one hundred and Sixty
three Star Pagodas and Forty and half fanams he the said Ninea
pillay did thereby engage to Repay Your Orator together with the
Interest thereof when the same should be demanded indefault
whereof he the said Ninea pillay did by the said mortgage Bond
or Written instrument authorize and empower your Orator
to sue him for recovery thereof in this Honble Court as by the
said Mortgage Bond or Written instrument duly executed by
him the said Ninea pillay bearing date as aforesaid and ready
to be produced and proved to this Honble Court Relation being
thereunto had it doth and may more at large appear Your
Orator further Sheweth unto this Honble Court that he said
Ninea pillay now standeth justly and truly indebted unto
Your Orator for Principal Monies and Interest upon the foot
of the said Mortgage Bond in the Sum of Three hundred and
one Pagodas five fanams and forty Cash making in Sterling
money of Great Britain at the rate of Eight Shillings for
every pagoda the sum of one hundred and twenty Pounds and
Nine shillings or thereabouts which will more particularly
appear by the Copy of an account Current hereunto annexed for
the inspection of this Honble Court to which Your Orator humbly
craves to refer and which he prays may be admitted and receive
as part of this his Bill of Complaint and Your Orator sheweth
unto this Honble Court that he hath frequently and in an a-
greeable Manner applied to him the said Ninea pillay to
pay off and discharge the said Sum of Three hundred and one
Pagodas

Pagodas five fanams and forty Cash — But now so it is May
it please this Honble Court that the said Ninea pillay to injure and dis-
tress Your orator in this behalf Obstinately and wilfully refuses to pay
Your Orator the said Sum of Three hundred and one Pagodas five
fanams and forty Cash or to make your Orator any Manner of
Satisfaction touching the premises. To the End therefore that he the said Ninea
pillay may upon his oath full true direct and perfect Answer make
to all and singular the matters and charges aforesaid as fully truly
and Effectually to all intents and purposes as if the same were here
again Repeated and particularly interrogated and that he the said
Ninea pillay may forthwith pay unto your Orator the aforesaid
Sum of three hundred and one Pagodas five fanams and forty Cash
with all such Interest as shall hereafter become due thereon
together with all Costs and Expences which Your Orator shall
sustain and be put to in recovering the same or indefault thereof
that the Mortgaged premises mentioned and setforth in the said
Mortgage Bond or Written Instrument may be sold under the
Decree of this Honble Court in satisfaction of Your Orators said
demand and that Your Orator may be further and otherwise Re-
lieved in the premises According to Equity and good Conscience
and as the nature of his Case shall require — May it please
this Honble Court to cause the said Ninea pillay to be summoned
and required by the Sheriff of Fort Saint George Town of Ma-
dras patnam and the districts thereof personally to be and
appear before this Honble Court at certain time and place
to be by this Honble Court prefixed and appointed then and
there to answer this Your Orators Bill of Complaint and further
to stand to and abide by such order and Decree therein as to this
Honble Court shall seem Meet

John White
Atty for Compl.

Fort Saint George this 6th day of September 1792
This Bill was shewn to me in the days of
adjournment last Summons issue returnable
next Court day — Andrew Ross
Mayor

Dr. Nineapillay in Account Current with the Vaedavanel Narrainpillay &c.

1785 Sept.	11	To the Amount of your Mortgage Bond	3	163	40	By Balance		301.	5.40
1792 Sept.	8	To Interest on the above Sum from 11 Sept. 1785 to this day being 6 Years 11 Months and 28 days at 12 p Cent p Annum		137.	10				
		Pagodas		301.	5.40		Pagodas	301.	5.40

Madras 4th September 1792

Errors Excepted

for the Defendant

a true Copy

John White Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 11 day of September Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Daly and William Abbott Aldermen

Between Vaedavanel Narrainpillay of Madras Inhabitant Complainant and Nineapillay of the same place Inhabitant Defendant

This Defendant being in Court and acknowledging the Justness of the Complainants Demand this Cause as 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 One Pagodas five fanams and forty Cash / Pagodas 301. 5.40 / 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

Ross

Filed 26th July 1792.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court your Orators Tancasauly Chedambara Pillay and Naumana Chitty of Madras Inhabitants by their Assignee Francis De Mowe of the same place Inhabitant That Vestanchela Moodaliar at present of the same place Inhabitant stands justly and truly indebted unto Your Orators in the full and Just Sum of Eight hundred and Sixty three Pagodas thirty three fanams and fifty one Cash Current Money of Madras or making into Sterling Money of Great Britain at the rate of Eight Shillings for every Pagodas the sum of three hundred and forty five Pounds and ten Shillings or thereabouts as will more fully and at large appear by the Copy of an Account arising due upon a Bond and an assignment of the same hereunto annexed for the inspection of this Honble Court which your Orators beg leave to refer and pray that the same may be respectively taken as part of their Bill of Complaint the originals whereof are in your Orators Possession and ready to be produced and proved when required And your Orators further Shew unto this Honble Court that they have frequently and in an amicable manner requested payment from the said Vestanchela Moodaliar of the said Sum of Eight hundred and Sixty

Sixty three Pagodas Thirty three fanams and fifty one Cash—

But now so it is May it please this Honble Court the said Vertauchela Modeliar obstinately and wilfully refuses to pay the same or to give your orators 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 Vertauchela Modeliar may upon his Corporal Oath fully true direct and perfect answer make to all and singular the matters and things herein before setforth and alledged as fully truly and effectually to all intents and purposes as if the same were here again repeated and particularly interrogated unto and that he may be Decreed to pay unto your Orators the aforesaid sum of Eight hundred and Sixty three Pagodas Thirty three fanams and fifty one Cash with all such Interest as now is or shall hereafter become due thereon with all Costs of Suit—

May it Please this Honble Court to Cause the said Vertauchela Modeliar to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Bestreets thereof personally to be and appear before this Honble Court at certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and abide by such order and Decree therein as to this Honble Court shall seem Meet—

This 26th Day of July 1792

This Bill was shewn to me in the Days of adjournment the Complainant having sworn to the Justness of the Debt and that he hath heard and believes that the said Vertauchela Modeliar will or

hearing a Bill is filed against him abscond or conceal himself to avoid being served with the Process of this Honble Court Let a Summons Issue returnable immediately and a Warrent of Arrest Issue

Known — Andrew Ross
Mayor

John Wilkenson
Attr for Compt.

Vertauchela Modeliar in account with Ramasawmy Chetty

Dr.

1792 July 26	To the amount of Promissory Note dated 1st July 1791	1	791		
	To Interest on ditto from the 1st July 1792 to this day being 1 year 25 days	0	63	33	51
		1	854	33	51

Cr.

1792 July 26	By Cash received on account of Principal				
	By Balance due to Plaintiff	1	854	33	51
		1	854	33	51

Pagodas 1 7 4 33 51

Madras 26th July 1792

E. E. Excepted

John Wilkenson
Attr for Compt.

Filed 26th July 1792.

In the Honble the Mayor's
Court at Madraspatnam

Between Tameasaly Chidambara Pillay and Nawrain Chitty by their Assignee Francis De Abreu Complainant and Vertauchella Modelly Defendant.

The Affidavit of the above Named Francis De Abreu

This Deponent Maketh Oath and Saith that the above Named Vertauchela Modaliar stands Justly and truly indebted unto this Deponent as Assignee aforesaid in the full and Just Sum of Eight hundred and Sixty three Star Pagodas thirty three Fanams and fifty One Cash Current Money of Madras and this Deponent further saith that he hath heard and believes that the said Vertauchela Modaliar will upon hearing a Bill is filed against him abscond or conceal himself to avoid being served with the Procss of this Honble Court

Francis De Abreu

Sworn to before me
this 28th Day of July 1792.

Andrew Ross
Mayor

John Wilkenson
Atty for Compl.t

Filed 11th Sept.r 1792

In the Honble the Mayor's
Court at Madraspatnam

Between Tameasaly Chidambara Pillay and Nawrain Chitty by their Assignee Francis De Abreu Complainant and Vertauchella Modelly Defendant

The Affidavit of Joshua Compton one of the Serjeants of this Honble Court.

This Deponent maketh Oath and Saith that he did personally go to the Town Gaol and Serve the above named Defendant Vertauchella Modelly with three Rules Issued out of this Honble Court for the said Defendant to answer the Complainants Bill by delivering the same into the Hands of the said Defendant the last of which was a Peremptory one In the Words and figures following to Wit. "Further Day is given the Defendant till the 11th September next to answer the Complainants Bill in default of "which Judgment will be given for the Complainant

"Town Hall 28th August 1792 per Cur / Signed G.r Taylor Regr."

Sworn to in Court
this 11th Day of September 1792

G.r Taylor
Regr.

Joshua Compton
Mace Serjeant

Mayor's Court at
Madraspatnam

Tuesday the 11th Day of September
Anno Domini 1792.
Present
Andrew Ross Esquire Mayor
James Daly and William Abbott
Aldermen

Between Tamasaudy Chedambara Pellay and Nauvaune Chittyar of Madras Inhabitants by their Assignee Francis De Abreu of the same place Inhabitant Complainant and Vencatachela Moodeliar at present of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Eighty hundred and Sixty three Star Pagodas Thirty three Fanams and fifty one Cash/ Star Pagodas 863. 33. 51/ 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

W Cw

Filed 11 Sept. 1792

To the Honble the Mayor's Court at Madraspatnam

Moodookistnah Pillay

vers

Samoothy Verdapah Chitty

The Humble Petition of the above Defendant

Sheweth

That your Petitioner is served with Process to appear to and Answer the Plaintiffs Bill, but being very Poor as by affidavit appears is by reason of such his Extreme poverty unable to make his Defence thereto if not permitted to Defend in forma pauperis

Your Petitioner therefore most humbly Prays this Honble Court to admit him to defend his Suit in forma pauperis and to assign him as his attorney Mr. John Wilkinson

And your Petitioner shall ever pray &c.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th Day of September Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Daly and William Abbott
Aldermen

Moodookistnapillay
vers
Saumoortey Verdapah Chitty

The Attorny for the Complainant produce to the Court a Certificate from the Register Setting forth that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing — He therefore prays that

that a Decree may now pass — to which Mr. John Wilkinson under appears as attorney for the Defendant objects and prays leave to file a Petition and affidavit of the Defendant Sworn to in Court this day upon which he prays he may be allowed a further time of One Week to file his Answer and that the Defendant may be permitted to defend this Suit in Forma Pauperus Petition and Affidavit Read and filed — Ordered that a further time of One Week be allowed to Answer and that the Defendant be permitted to defend this Suit in Forma Pauperus —

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th day of September Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

John Metford and Alexander Ockburn Esquires Aldermen

Mannala Chinniah Moodelly

and

Sauna Mungathoy

The Attorney for the Respondent prays that the Petitioner Veja Rangum & others by their Guardian Nagoo Ragava Chetty may be Next Court Day appointed another Attorney to Act for them and in default thereof that Publication may pass in this Matter — Ordered Accordingly —

A true Extract

G. Taylor

Regr.

In the Honble the Mayor's Court at Madraspatnam

In the Matter wherein Veja Rengum and others by their Guardian Nairoo Ragava Chitty Petitioners and Mannally Chinnyah Moodelly Sannah Mongathoy Respondents —

The Affidavit of Joshua Compton one of the Serjeants of this Honble Court.

The abovenamed Deponent Maketh Oath and saith that he did on the Seventh day of this Instant September personally attend at the House of Nairoo Ragovah Chetty the Guardian of the said Petitioners to serve him with a Copy of the within Extract from the Minutes of this Honble Court but not finding him at home this Deponent did deliver a true Copy of the said Extract to one of the people of the said Nairoo Ragavah Chettys House and directed him to deliver the same on his return —

Sworn in Court
this 11th day of September
1792

Joshua Crampton
Mace Serjeant —

G. Taylor
Regr.

Most humbly prays that he may be permitted to practice as a Notary Publick in this Honble Court which indulgence, if he is to fortunate to obtain, will ever posess him with every sentiment of gratitude —

And as in duty bound

Your Petitioner will ever pray. —

Geo: Pilkington Cook

Fort St. George
11th Sept. 1792

Extract from the Minuts of a Court Held at the Town Hall on Tuesday the 11th Day of September Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

James Daly and William Abbett

Aldermen

Petition of Mr. George Pilkington Cok praying to be admitted to practice as a Notary Public of this Court read and filed this day — He is admitted and the Oaths of allegeance and Office administered to him —

Filed 5th Sept. 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Nattha Vayal Narrain pillay of Madras Inhabitant That Changalvaraya pillay of the same place Inhabitant in and by his certain Bond or Writing

Extract from the Minuts of a Court Held at the Town Hall on Tuesday the 11th Day of September Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Daly and William Abbett

Aldermen

Mannally Chinniah Moodelly
vers
Sanna Mungathoy

Affidavit of Joshua Crampton of Service of Notice upon the Petitioners to appoint another attorney to act for them and in default thereof that Publication may pass in this Cause Sworn to in Court Read and filed this day — Messrs Hall and Hamilton appear as attornies for the Petitioner and pray they may be allowed two Weeks for the Examination of Witnesses — Ordered accordingly —

Filed 11th September 1792.

To the Honble the Mayors Court at Madraspatnam

The humble Petition of Geo: Pilkington Cook

Sheweth

That your Petitioner having been duly admitted and attorney in this Honble Court and being desirous of fulfilling the different duties that are within the line of the Profession —

Most

Writing obligatory by him duly executed and bearing date the Ele-
-venth day of July in the year of our Lord One Thousand Seven hun-
-dred and Eighty two stands justly and truly indebted to your orator
in the principal Sum of one hundred Star pagodas Current
Money of Madras what he the said Chingalvaraya pillay did
by his said Bond or Writing Obligatory promise and engage
to pay unto Your Orator together with Interest for the same in the
mean time when the same should be demanded at and after
the rate of Twelve per cent per annum in default whereof
the said Chingalvaraya pillay did by his said Bond or writing
Obligatory Authorize empower Your Orator to sue him for
recovery thereof in the Honble Court as by the said Bond or
Writing Obligatory duly executed by him the said Chingal
-varaya pillay bearing date as aforesaid and ready to be produ
-ced and proved to this Honble Court and to which Your Orator
humbly craves leave to refer Relation being thereunto had
it doth and may more fully and at large appear Your Orator
further sheweth unto this Honble Court that there is now due
and owing to him by the said Chingalvaraya pillay for princi-
-pal Monies and Interest upon the foot of this said Bond or
writing Obligatory the full sum of Two hundred and twenty
one Pagodas and thirty six fanams making in Sterling Mo
-ney of Great Britain at the Exchange of Eight shillings for
every pagoda the sum of Eighty Eight Pounds and fourteen Shil-
-lings which sum also which will more particularly appear
by the Copy of an account Current hereunto annexed for the
inspection of this Honble Court to which Your Orator humb
-bly craves leave to refer and which he prays may be admit
-ted and received as part of this his Bill of Complaint and Your
Orator sheweth unto this Honble Court that he hath

frequently and in an amicable manner applied to him the
said Chingalvaraya pillay to pay off and discharge the said Sum
of Two hundred and twenty one Pagodas and thirty Six fanams
so by him due and owing to Your Orator in Manner aforesaid
But now so it is May it please this Honble Court
that the said Chingalvaraya pillay combining and Confedera
-ting how to injure and defraud Your Orator in this behalf
hath not yet paid Your orator the said Sum of Two hundred
and twenty one Pagodas and thirty Six fanams or any part
thereof but that Refused and now doth refuse to pay the same
or to make Your Orator any Manner of Satisfaction touching
the premises To the End therefore that the said Chingalva-
-raya Pillay may upon his Oath full true direct and perfect
Answer make to all and Singular the matters and things here-
-in before setforth and alledged as fully truely and effectually
to all intents and purposes as if the same were here in again
repeated and he thereunto particularly interrogated and that the said
Chingalvaraya Pillay may be decreed to pay unto your Orator
the aforesaid Sum of two hundred and twenty one Pagodas and
thirty six fanams with all such Interest as shall hereafter
become due thereon together with all such Costs and expences as
your orator shall sustain and be put to in the recovery there-
of and that Your Orator may be further and otherwise relieved in
the premises according to Equity and good Conscience and as the
nature merits and Circumstances of your Orators case shall
require May it please this Honble Court to Cause the
said Chingalvaraya Pillay 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

Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Fort Saint George this 2d day of September 1792

John White attorney for the Complainant

This Bill was shewn to me between the day of adjournment and the Complainant having sworn to the Justness of this demand and that he hath reason to believe that the Defendant will absond on hearing a Bill of Complaint is filed against him Let a Summon Issue returnable immediately and a Warrant of arrest Issue thereon

Andrew Ross
Mayor

Dr Chengalvaraya in Account Current With Neitha Voyal Narrain pillay &c

1792						
July	11	To the Amount of your Bond	100		By Balance	221.36
1792						
Sept	4	To Interest on the above Sum from 11th July 1782. to this day being 10 Years 1 Month and 24 days at 12 p Cent p Annum	121.36			
		Pagodas	221.36		Pagodas	221.36

Madras 4th September 1792

Errors Excepted

E & O E

a true Copy

John White attorney for the said Complainant

Mayors Court at Madraspatnam

Tuesday the 18th day of September Anno Domini 1792

Present

Andrew Ross Esquire Mayor
James Call and James Daly
Aldermen

Between Neitha Voyal Narrain pillay of Madras Inhabitant Complainant and Chengalvaraya pillay 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 twenty one Star Pagodas and Thirty Six Fanams /Star Pagodas 221.36/ together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Hur

Filed 13th Sept. 1792.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th day of September Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

John Mitford and Alexander Cockburn

Aldermen

Yanamandram Vencataramiah Braminy by his Attorney Neal Mackenzie

versus

Davella Goroomoorty

The Attorneys for the Complainant pray that the Defendant may by Next Court Day appoint another Attorney to Act for him — Ordered Accordingly —

A true Copy.

G. Taylor

Regr.

In the Honble the Mayors Court at Madraspatnam

Between Yanamandrum Vencataramyah by his Attorney Neal Mackenzie Complainant and Davella Goroomoorty Defendant

The Affidavit of Joshua Compton one of the Serjeants of the Honble Court.

This Deponent maketh Oath and saith that he did on the Tenth day of this Instant of September serve the above named Defendant with a Copy of the within Extract by leaving the same at his Dwelling House —

Joshua Compton

Fort Saint George
13th Sept. 1792 —

Sworn to in Court

G. Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of September Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor

James Call and James Daly

Aldermen

Yanamandram Vencataramiah Braminy by his — Attorney Neal Mackenzie

versus

Davella Goroomoorty

Affidavit of Joshua Compton of Service of Notice upon the Defendant to appoint another Attorney to act for him Sworn to in Court Read and filed this day — The Attorney for the Complainant prays that a Rule of two Weeks may pass for the Examination of Witnesses. — Ordered Accordingly —

Filed 11th January 1792

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gowgala Moodookistnamah of Madras Inhabitant that Goorthy Vencapah also of Madras Inhabitant Gomastah to Ramah Wadanaloo of Chicacole Stands indebted unto your Orator in the full and just Sum of Eight Thousand Five hundred and Twenty 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 Three Thousand four hundred and Twenty Pounds or thereabouts as will more fully and at large appear by the Copies of a Bond or Obligation and of an Account hereunto annexed for the Inspection of this Honble Court and prayed by your Orator to be taken as part of this his Bill of Complaint the Originals whereof are in the Possession of your Orator and ready to be produced to this Honble Court whenrequired 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 Eight Thousand five hundred and Twenty Pagodas—

But now so it is and may it please this Honble Court the said Goorthy Vencapah obstinately and wilfully refuse to pay the same or give Your Orator any manner of satisfaction touching the premises Your Orator prays a general Relief such as this Honble Court shall appear agreable to Equity and good Conscience To the End Therefore that the said Goorthy Vencapah may upon his Corporal Oath full true direct and perfect answer make to all and singular the Matters and things hereinbefore set forth and alleged as fully truly and effectually to all intents and purposes as if the same were hereagain repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Eight Thousand five hundred and twenty 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 Goorthy Vencapah 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 such 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—

13th January 1792

Bopham
Atty for Compl.t

This Bill was shewn to me between the days of Adjournment the Complainant having Sworn to the Justness of this Demand and that he hath reason to believe that the Defendant will abscond from Madras on hearing that a Bill is filed against him, Let a Summons returnable immediately and a Warrant of arrest Issue thereon—

Andrew Ross
Mayor

St. Pags
16000—
8000—

Know all Men by these Presents that I Goorthy Vencapah of Madras Inhabetant Gomastah to Ramah Wadanaloo of Chicacole am held and firmly bound unto Gowgala Moodookistnamah of Madras Inhabetant in the penal Sum of Sixteen Thousand Star Pagodas to the payment whereof well and truly to be made to the said Gowgala Moodookistnamah 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 — Twenty—

Twenty fifth day of June in the year one thousand Seven hundred and Ninety One—

Whereas the above bound Goorthy Vencapah Gomastah to the said Ramah Wadanaloo hath borrowed and received of the above named Gougala Moodookistnamah the full and just Sum of Eight Thousand Star Pagodas to Run at interest at the Rate of Twelve per Cent per Annum and payable in One Month from the date hereof and in default of payment thereof the said Goorthy Vencapah doth hereby impower the said Gougala Moodookistnamah his heirs Executors Administrators and Assigns to sue the said Goorthy Vencapah and Rama Wadanaloo their heirs Executors and Administrators in the Mayors Court at Madraspatnam or in any other Court of Justice—

Now the Condition of this Obligation is such that if the above bound Goorthy Vencapah Gomastah to Ramah Wadanaloo his heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Gougala Moodookistnamah his heirs Executors Administrators or Assigns the full and just Sum of Eight thousand Star Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to continue in full force and Virtue—

Signed Sealed and Delivered
where no Stamped paper is to be
had in the presence of—
Balujee Row
Petty Samboo
Popham

a true Copy
Popham

Dr. Goorthy Vencapah in Account With Gougala Moodookistnanah Cr

1791 June	25	To the Amount of your Bond or Obligation of this date payable in One Month and in default thereof to sue you in the Majors Court	8000	"	"	1792 Janry	10	By Balance due to me this day	8520 " "
1792 Janry	10	To Interest on dr to this day at 12 p Cent	520	"	"				
		Pagodas	8520	"	"			Pagodas	8520 " "

Madras 10th Janry 1792—
Errors Excepted

a true Copy
Popham

Filed 14th January 1792

In the Honble the Mayors Court at Madraspatnam

Between Gougala Moodoo-kistnamah Naik of Ma-dras Inhabitant Complai-nant and Goorthy Vencarah also of Madras Inhabitant Gomastah to Ramah Wada-naloo of Chicacol Defendant

The—

The above named Gougala Moodookistnamah Naik ma-
-keth Oath and saith that the above named Defendant stands
Justly and truthly indebted unto this Deponent in the sum
and Just sum of Eight thousand five hundred and Iwenty
Star Pagodas and this Deponent further saith that the nature
of his Demand is set forth in the Copies of a Bond or obli-
-gatory and of an Account annexed to this Deponents Bill
of Complaint filed this day in the Honble Court against
the said Defendant and this Defendant further saith that
he hath reason to believe that the above named Defendant
will abscond from Madras on Hearing that a Bill is
filed against him

Signed Gougala Moodookistnamah

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

Ranganaudom
Interpreter

Gentoo

Sworn in Court
the 18th Sept.r 1792
Before me
Jos. Taylor
Regr

Filed 18th Sept.r 1792.

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 11th Day of September Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Josias Dupre Porcher & William Abbott

Aldermen

Goanla Moodookistnama Naik
vers
Goorthey Vencapah

Mr Cook the Attorney for the Defendant prays leave
to decline Noting for want of Money and Instructions Ordered Ac-
-cordingly — Unless Cause be Shewn to the Contrary by Next Court
day and it is further Ordered that the Attorney do Serve his Client
with a Copy of this Minute of which Service Affidavit is to be
made —

A true Extract

Jos. Taylor
Regr

In the Honble the Mayor's
Court at Madraspatnam

Between Govinda Moodo-
-Kistnama of Madras Compts
and
Goorthy Vencapah of the same place
Defendant

The affidavit of Joshua Compton one of the Com-
-plaints of this Honble Court

This Deponent maketh oath and saith
that he did on the Seventeenth Day of this present Month of Septr
personally Serve the above named Defendant who is now in Jail
with a Copy of the within Extract from the Minutes of this
Honble Court

Joshua Compton

Sworn to in Court
this 18th Day of September 1792
G. Taylor
Regr

Mayor's Court at
Madraspatnam

Tuesday the 18th Day of September
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and James Daly
Aldermen

Between Gongula Moodoo Kist-
-namah of Madras Inhabitant
Complainant and Goorthy Ven
-capah also of Madras Inhabi-
-tant Gomastah to Ramah Moda-
-liar of Chicacole Defendant

It Appearing by the Records of this Court that the
the Usual Rules have issued for the Defendant to Answer the Com-
-plainants Bill which he has neglected doing This Court doth
therefore think fit to Order and Decree and doth accordingly
Order and Decree that the Defendant shall pay unto the Com-
-plainant the full and Just Sum of Eight Thousand five hun-
-dred and Twenty Star Pagodas/Star Pagodas 8520—/ 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

Ross

Filed 10th December 1791

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Sunnaud aranga Pilla of Madras Inha-
-bitant that whereas one Venkatasay Pilla now of Madras Inha-
-bitant Cachaula Pilla late of the same place but now deceased
having occasion to borrow the sum of Two hundred Pagodas Cur-
-rent Money of Madras applied to Your Orator to lend and advance
them the same, which Your Orator accordingly did, to secure the
repayment of which and the Interest to become due thereon the
said Venkatasay Pilla and Cachaula Pilla did by certain Cadjan
Bond or written Instrument by them duly executed and bearing
date the Twentieth day of April which was in the Year of Christ
One Thousand seven hundred and eighty six mortgage to your Orator
certain House and Ground situated in the Black Town of Madras
with the Appurtenances belonging thereto And your Orator sheweth
that the said Venkatasay Pilla and Cachaula Pilla did by the said
Bond agree to be jointly and severally held and bound to your Orator
and they did further covenant therein that in default of payment
being

being duly made according to the tenor thereof that then Your Orator should be at liberty to institute admit in this Honble Court and to recover the amount of the debt by the Sale of the said mortgaged Premises as by the Translation of the said Bond, true Copy whereof is hereunto annexed and the Original ready to be produced when required, relation being thereunto had doth and will more fully and at large appear. And Your Orator sheweth that since the Execution of the said Bond the said Cachaula Pilla one of the Obligees hath departed this Life so that in consequence thereof Your Orator has made frequently applications in an amicable manner to the surviving Obligee the said Vincatasay Pilla for payment of the said Principal sum and the Interest due thereon to Your Orator and which Your Orator Charges to be Two hundred and thirty four Pagodas Current money of Madras or in Sterling money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of Ninety three Pounds twelve Shillings or thereabouts as by the Copy of an Account Current hereunto annexed for the inspection of this Honble Court and the Original ready to be produced when required relation being thereunto had will more fully and at large appear —

But now so it is may it please this Honble Court the said Venatasay Pilla 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 Venatasay Pilla 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 specifically 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 thirty four Pagodas with all such Interest as never is or shall hereafter become due thereon also all Cost of this Suit.

May it please this Honble Court to cause the said Vencatasay Pilla to be Summoned and Required by the Sheriff of Fort Saint George, Town of Madras peturan and the Districts thereof personaly 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 and abide by such order and decree therein as to this Honble Court shall seem Meet.

Fort Saint George Dec.r 10. 1791
This Bill was shewn to me in the
Court of Adjournment let a Summons
issue returnable next Court day —

G. Chalmers
atty for Compl.t

Jost. Du Pré Porcher
Major

Translation of a Mortgage Bond of a House dated 10th Chitty of Parva Vava Year answering to Anno Domini 20. April 1786 —

We Cachaula Pilla and Vincatasay Pilla sons of Ryan Pooram Nallamoo Pilla of Nundagopaula Cast of Madras and Copartners or Relations do jointly and unanimously give this Mortgage Bond to Runandaranga Pilla son of Poora poor Rungapilla of the same place that is to say —

In consequence of our urgent occasion we have this day mortgaged to you our House and Ground situated in Tellaveram Street in East line North to the House of Appau Pilla and South to the House of Sawmy Pilla measuring from North to South English feet 22 ft 8 from East to west 64 feet 8 we have also

Dr. ..... Vencatasa Pilla in Account Current with Aunandaranga Pilla ..... Cr.

1786									
April	20	To the amount of Your Mortgage Bond bearing date this day		200			By Cash received at different times on account of Interest due on this Bond	101	8 20
1791						1791			
Dec.r	8	To Interest thereon to this day is 5 Year 7 Months & 18 days at 12 p Cent p Annum		135	8 20	Dec.r 8	By Balance due this day	234	
		Pagodas		335	8 20			335	8 20

Fort St George this 8th day of Dec.r 1791.

Errors Excepted p.r

/Signed/ Aunandarangan

true Copy

G. Chalmer

att.y for Compl.t

Malabar

Filed 21st Feb: 1792

In the Honble the Mayors Court at Madraspatnam

Between Amandaranga Pilla of Madras Inhabitant Complainant and Vencatasa Pilla of the same place Inhabitant Defendant

The Affidavit of the abovenamed Complainant —

This Deponent maketh oath and saith that the abovenamed Defendant stands justly and truly indebted to him in the full and just sum of Two hundred and thirty four Pagodas Current Money of Madras for Principal and Interest due on a Mortgage Bond entered into by the said Defendant for the recovery whereof this Deponent has filed his Bill of Complaint in this Honble Court And this Deponent further maketh Oath and saith that the said Defendant has been within the Jurisdiction of this Honble Court since the Cause of Action accrued —

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

Ringanaidoo
Interpreter

Sworn before me
Ch: Chalmer
Attorney for Court

Mayor's Court at Madraspatnam

Tuesday the 18th day of Sept.r Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and James Daly

Aldermen

Between Aunandaranga Pilla of Madras Inhabitant Complainant and Venatesay Pilla now of Madras Inhabitant and Cashy Pilla Late of the same place but now deceased Defendant

It Appearing by the Records of this Court that the Space of Six Months the time Limited in His Majesty's 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 Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay into the Complainant the full and Just Sum of Two hundred and thirty four Pagodas Pagodas 234 - - / together with all such Interest as now is or shall hereafter becom due thereon untill full Payment is made also all Costs of this Suit

Hor

Filed 11th April 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sattia Boda of Madras Inhabitant that Maunore Narrasannahrow Marandar Brahmin of Guntoor Inhabitant stands Justly and truly indebted unto Your Orator in the full and Just Sum of Four Thousand two hundred and Twenty four Star Pagodas fifteen fanams and Sixteen Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the same of One Thousand Seven hundred and Nine pounds fourteen Shillings and Nine pence or thereabouts as will more at large appear by Copy Translation of a Bond and 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 the Original being ready to be produced when required and your Orator sheweth that he hath frequently and in a friendly manner requested payment from the said Manner Narrasannahrow Marandar Brahmin of the said Sum of Four Thousand two hundred and twenty four Pagodas fifteen fanams and Sixteen Cash but now to this may it please this Honble Court that the said Maunore Narrasannahrow Marandar Brahmin obstinately and wilfully refuses to pay the same or any part thereof and refuses 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 Maunore Narrasannahrow

Narrasamma how Marundar Browning 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 Four Thousand two hundred and Seventy four pagodas fifteen fanams and Sixteen 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 Maunore Narrasamma how Marundar Brandey 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 prefixed and appointed then and there to answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet

Fort Saint George 11th April 1779

This Bill was shown to me in the days of adjournment & the Complainant having sworn to the Justness of the debt and that he believes the Defendant will abscond on hearing a Bill is filed against him let an Arrest returnable immediately and a Warrant of Arrest Issue thereon

Jos. Du Pré Porcher
Mayor

Stuart Hall
Jn.r Hamilton
Att.s for Compl.t

Translation of a Bond Dated Maungadura Sudda Cauding of Vicurry Year answering to Anno Domine 6th December 1779

I Maunore Narrasamma how Marundar do give this Bond to Sattia Bonda Padre that is to say—

In consequence of my urgent occasion I have this day borrowed and received of the English by your means the Sum of (1677) One thousand Six hundred and Seventy Seven pagodas which Sum I do hereby Engage to repay you on Demand with all such Interest as shall or may become due thereon at the rate of 36 p.r Cent.m per annum Witnesses Saudy conda Latchumy Narroo & Ye Vuckoo by their Marks Pledge this Bond was drawn by Chavaloo Cochally

Attest Translators as near as can be from the Gentoo Language

Rangavandom Interpreter

A true Copy

Stuart Hall
Jn.o Hamilton
Attorneys for Compl.t

Dr Maunoor Sundumahow Maramdar in Account with Sattia Boada

1777			
Decr 6	To Balance of Sundry Accts		4274 15 16
1791			
April 6	To Interest on Star Pags 4274 15 16 from 6th Decr 1777 to 6th April 1791 being 13 Years 4 Months		
	To Balance of Principal & Interest		42742 15 16
			Star Pags 46,974 15 16

Fd 11th April 1791
Errors Excepted
Sattia Boada
Attorney

Fd 11th April 1791

In the Honble the Mayors Court at Madraspatnam

Between Sattia Boada of Madras Inhabitant Complainant and Maunoor Narrainahrow Marumdar Praying Defendant

The affidavit of the above named Complainant Sattia Boada the Complainant above named maketh oath and saith that Maunoor Narrainahrow Marumdar Praying the Defendant above named stand justly and truly indebted unto this Deponent in the full and just sum of Four thousand two hundred and Seventy four Star Pagodas fifteen fanams and Sixteen Cash for the Recovery whereof he has this day fild his Bill of Complaint in this Honble Court and this Deponent further saith that he hath reason to believe the Defendant above named will absond on hearing a Bill of Complaint is filed against him —

Sworn before Me
this 11th April 1791
Wm Lewrock
Dep. Sup.

Note Translated as Reason Cable
by Wm Lewrock
Dep. Sup.

Na Honorável Corte Mayoral de

Madrastapatão

Entre Sattia Boada Habitante de
Madrasta Quarante, e Mamore Nara
Samahrow Mazumdar Braminy -
Desfendant -

O Deposimento de a Sima Nomiada Quarante.
Sattia Boada a Sima Nomiada Quarante faz Juramento
e Diz q Mamore Nara samahrow Mazumdar Braminy o
Defendante a Sima Nomiada fica Justa Mudadiramente en
dividad ao este Deposante Na Cha a Justa Soma de quatro
mill dous Centos e Dezenta quatro pagodes de Estrila Quinze
fanams 8 Dizaseis Cazes para Cazbas e q eu ele este Dis
ten confiada Sua Quarta Parte q
inte mais Diz q pur ele haja Negá de Cer que o De
fendente a Sima Nomiada Augentara Cazas q Sima Du
ra he confiada Centa ella -

Sattia Boada

Sworn before me
this 11 day of April 1792

Jas Du Pre Porcher
Mayor

By The Mayor's Court at Madraspatnam

L.S.

You are Commanded by this Court to Summon and require Mamore Nara samahrow Mazumdar Braminy of Quarter Inhabitant to be and appear immediately before this Court, then and there to answer to the Complaint of Sattia Boada of Madras Inhabitant and further to do and receive such things as the said Court shall consider in that behalf Given under the Hands and Seals of Andrew Ross Esquire Mayor of Madraspatnam, and of Mr James Daly one of the Aldermen of Madraspatnam being two of the Judges of the said Court and under the Seal of the said Court this 20th Day of June Anno Domini 1792 -

Mayor's Court

To the Sheriff of Fort St George Madraspatnam and his Deputies thereof

Andrew Ross - Mayor of Madraspatnam (L.S.)

J. Daly - One of the Aldermen of Madraspatnam (L.S.)

G. Taylor Regr

Rec'd the 20th June 1792
S. J. Sidney & Asst W. Ramsom Served the 16 July &
returned the 4th Sept. J.L.

Costs made to the Debt being Pag 42 7 4 15 16 -

By virtue of the within Precept to me Directed I have Arrested the within named Mamore Nara samahrow Mazumdar Braminy to be Summoned as by Virtue of the said Precept I am Commanded -

W. Eckell
Sheriff

By the Mayors Court at Madraspatnam

by the Mayors Court

L.S.

You are Commanded by this Court to arrest, attach and take the Body of Mannore Narrasannahroo Mazumdar Bramany of Guntoor Inhabitant and bring him before the said Court on the 26th Instant at Eight of the Clock in the Forenoon to answer to the Complaint of Sattia Brada of Madras Inhabitant and then and there to answer unto such Things as shall be objected to him and further to do and receive such other Things as the said Court shall consider of in that Behalf Given under the Hands and Seals of Andrew Ross Esquire Mayor of Madraspatnam, and of Mr. James Daly one of the Aldermen of Madraspatnam under the Seal of the said Court, this 21st Day of June Anno Domini 1792

To the Sheriff of Fort St George Madraspatnam and the Districts thereof

G. Taylor Regr

Andrew Ross Mayor of Madraspatnam L.S.

J. Daly One of the Aldermen of Madraspatnam L.S.

Oath made to the Debt being Pagd 4274. 15. 16.
rect the 20th June 1792.
dd 5th Sept 1792

To James Sidney & Alexr Williamson

By Vertue of this Writon Warrant to me directed for arresting the body of the within named Defdt Mannore Narrasannah Row Mazumdar Bramany said cause the said within named Defendant Mannore Narrasannah Row Mazumdar Bramany to be arrested by James Sidney and Alexander Williamson two of my sworn Bailiffs and the said Defendant was accordingly arrested by the said James Sidney and Alexander Williamson sworn Bailiffs as aforesaid on monday the nineteenth day of July in the present Year of our Lord one thousand seven hundred and Ninety two at or about four of the clock afternoon of the same day at a certain place commonly called or known by the name of the Company's Garden and near to the Fort Factory of Madraspatnam of the said James Sidney and Alexander Williamson sworn Bailiffs as aforesaid and being so arrested the said Defendant did then and there in the presence of the said James Sidney and Alexander Williamson sworn Bailiffs as aforesaid and divers other persons then and there present promise and undertake to pay the debt and damages within mentioned to the within named Plaintiff or his Attorney Factor or Agent within the time limited by the within Writ of Capias and thereupon the said James Sidney and Alexander Williamson sworn Bailiffs as aforesaid did permit and suffer the said Defendant to go at large and not detain him in their Custody by reason whereof the said Defendant hath escaped and gone at large and out of the Custody of the said James Sidney and Alexander Williamson sworn Bailiffs as aforesaid and they the said James Sidney and Alexander Williamson sworn Bailiffs as aforesaid do further return that they have not been able to find any other Goods or Chattels of the said Defendant within their Bailiwick whereof to make the debt damages and Costs within mentioned or any part thereof

Sworn before me this 20th June 1792

G. Taylor Regr

Recd the 5th Sept 1792 of Messrs Sidney & Williamson the Sum of Pagodas Four thousand two hundred and seventy four fanams fifteen cash sixteen being the Amount of the Debt Damages and Costs within mentioned

Pagodas 4274. 15. 16.

G. Taylor Regr

a considerable way on the road leading to Masulepatnam aforesaid and did assault beat and otherwise Abuse the said James Sidney and Alexander Williamson sworn Bailiffs aforesaid did depart this life on the Day on his return of Madras and that since the Decease of the said Defendant Manore Narrasaneh Row Mazumdar Boarmey by whom the said Anthony Sadlier as aforesaid he the said Defendant is not to be found—

W. Cockell
Sheriff

M[ajo]r Hall & Hamilton

Sealed 4th September 1792

To the Honble the Mayor
Court at Madraspatnam

Between Sattia Boda Com
-mandant and Manore Nara
-ma Row Masumdar Boarm
-y Defendant—

The affidavit of James Sidney one of the sworn Bailiffs under William Cockell Esquire Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof James Sidney the Deponent above named Maketh oath and saith that on the Seventh day of July in the present Year of our Lord One thousand Seven hundred and Ninety two between the Hours of three and Six o'Clock he the Deponent in Company with Alexander Williamson also sworn Bailiff under the said William Cockell Sheriff of Madraspatnam aforesaid did by Virtue of a Precept issuing out of the Honble Court to the said William Cockell directed arrest the person of the Defendant above named about four or six hundred Yards from a House known by the Name of the Companys Garden House near to the Fort of Madraspatnam and the Deponent further saith that he did then go to the said Companys Garden House and there deliver a Letter from the said Sheriff to Anthony Sadlier Esquire Chief of Masulepatnam aforesaid who on reading the same did direct one of his Servants to go with the Deponent to some Gentleman residing in Masulepatnam who he the said Anthony Sadlier as he said would protect the Deponent and the said the Bailiffs the said Alexander Williamson, that thereupon the Deponent did inform the said Anthony Sadlier that he the Deponent had executed the duty for which he had been sent to Masulepatnam in having arrested the said Defendant that he said Anthony Sadlier did assure the Deponent was and the Deponent saith he did then suppose to have the said Anthony Sadlier the Warrant of Arrest issuing out of the Honble Court against the said Defendant that the said Anthony Sadlier appearing not to know the said Defendant did ask for another Servant who the Deponent supposes to be the said Anthony Sadlier Debt and made Enquiries relative to the said Defendant and the said person having informed the said Anthony Sadlier thereof he then Anthony Sadlier as did the Deponent that he must not arrest the said Defendant whereupon the Deponent says he then informed the said Anthony Sadlier that he had already arrested him the said Defendant and that he was then his the Defendants prisoner but the said Anthony Sadlier did then tell the Deponent that although the Defendant was arrested that he the Deponent must not carry him to Madras that the Deponent did thereupon inform the said Anthony Sadlier that if the Defendant would settle the Business the Deponent had in—

make possession a Letter to a Gentleman in Madrapatnam who was
Empowered to give the Necessary Release and discharge and that then
he the Deponent should have no further Business with the said
Defendant that thereupon the said Anthony Sadlier did say that
the Deponent had no business with the said Defendant and
that he the Deponent should not take the said Defendant
from the Spot where he then was or words to that Effect that
the Deponent did then say unto the said Anthony Sadlier that
he the Deponent was authorised in what he did by the Sheriff
of Madrapatnam who acted under the immediate Orders
of this Honble Court and the Deponent saith that thereupon
the said Anthony Sadlier did say to the Deponent that nor
the the Sheriff nor this Court had any thing to do or interfere with
the Defendant who was an Arrestor under the Company or
wards to that effect and that if the Deponent did not depart
he the said Anthony Sadlier would send him the Deponent and
the said other Bailiff the said Alexander Williamson prisoner
to the main Guard and the Deponent says he did inform
the said Anthony Sadlier that he would depart immediately
but that he must take the Defendant who was his prisoner
with him that the said Anthony Sadlier did then tell the Dep
nent that if he did not go immediately he would kick him
out and called the said Defendant to come to him which he did
accompanied by these Deponent and the said other Bailiff
the said Alexander Williamson and the Deponent says that the
said Anthony Sadlier did then Order a part of Sepoys armed
with firelocks who were near him to beat out the Deponent
and the said other Bailiff the said Alexander Williamson from
the place where they then were and that Deponent saith that
the Sepoys did in Obedience to the said Order of the said Anthony

Sadlier take the Deponent and the said other Bailiff the said Alexander
Williamson prisoners and at the same time the Deponent saith that
he the said Anthony Sadlier did beat the said Defendant and car-
-ry him into an inner Appartment of his the said Anthony
Sadliers House and the Deponent further says that the said
Sepoys after taking the deponent and the said other Bailiff the
said Alexander Williamson Prisoners as aforesaid did beat and
otherwise ill treat them and particularly the said other Bailiff
the said Alexander Williamson whom they knocked down with
their firelocks that the said Sepoys after dragging the Depo-
-nent to some distance from the said Company Garden
House they did quit the Deponent and the said other
Bailiff the said Alexander Williamson who did complain
much of the pain he did feel from the beating and bruises
he had received particularly of pains in his neck and breast
and the said Alexander Williamson on his return with
the Deponent to Madras did report the same in the Read-

James Sidney
Sworn Bailiff

Stuart Hall
for himself &
John Hamilton
Atty for the Sheriff

Sworn to in Court
this 6th September 1792

G. Taylor
Regr

Filed 4th September 1792

To the Honble the Mayors
Court at Madraspatnam

Between Sattia Reda
Complainant and Manore
Narsoma Row Macuna
Defendant

The affidavit of William Cockell Esq. Sheriff &c. and Court Bailiff
Town of Madraspatnam and the records &c. of
William Cockell the Deponent above named made oath and
saith that he did execute the Schedule Warrant annexed to the last
Deposition by the name and Style of William Cockell Esq.
Sheriff of Madraspatnam and the Deponent further says he
believes the said warrant is known and signed by the writing of
Henry Sadler Esqr. of Madraspatnam

Stuart Hall
formerly &
John Hamilton
all for the Sheriff

Sworn in Court
this 4th September 1792

H Sadler
Asst

W Cockell
Sheriff

G Taylor
Regr

To William Cockell Esq.

Sheriff of Madraspatnam

Sir

I am invited by the Chief to acknowledge the Receipt of a Letter of the 25th. Ultimo written by You officially to him and to enclose Copy of an Minute that he has given for the information of the Board here, explanatory of the interference which happened in consequence of an arrest of one of the Zemindars under this Chief's Seal in order that You May be in knowledge of what has happened & the Grounds of such proceeding for the information of those whom it may Concern

Madraspatnam
20th July 1792

I am
Sir
Your Most obedient Servant
R Malcolm
Asst. Secy

Chiefs Minute in Circulation

A circumstance having happened here Yesterday, wherein I thought it my duty to interpose to prevent the execution of a Warrant issued by the Sheriff at Madras with the authority of the Mayors Court, for arresting one of the Company's Subalterns, it is proper for me to communicate what passed on the occasion to the Board, in case it should hereafter become necessary to explain the matter to Government.

While I was sitting at Table after Dinner, a letter was brought to me, which proved to be from the Sheriff acquainting me that he had sent his Bailiffs to this place on Business, and would be obliged to me for affording them assistance, should they stand in need - I at first was not sure that the Bearer of the letter might be called in when I asked him against whom the Warrant had been issued. He shewed me the Warrant, and Mentioned at the same time, that the Person had already been arrested. On looking at the Warrant, I observed it was for arresting Mamoory Navarah Mujumdar of Guntoor, and immediately concluded, that the Person meant must be the Zemindar of Chikaloorpaid in the Guntoor Circar, which upon inquiry I found to be the case.

Being satisfied myself, that neither the Pottah of Masulipatam, nor the Guntoor Circar, were in the Company's Possession at the time when the Charter for the Mayor's Court was granted by the Crown, I know that the authority of the said Court cannot extend thereto but besides this circumstance I am fully convinced, that many very serious inconveniences must arise to the Company's Revenue & affairs, if their Zemindars, Renters, and Revenue Officers were liable to be carried away to the Presidency at the suit of Individuals, I might easily quote instances wherein Government have interfered in regard to the Payment of Debts due by Zemindars to Individuals, in order to prevent the Company's Revenue being affected by such claims, and if an application had been made in regard to this Debt, said to be due by Maumoor Nawanah, such orders might have been sent to us, as Government deemed proper. We also know, that the Bengal Government Charged the Company's Servants in the Provinces, to prevent the execution of Warrants issued by the Supreme Court of Judicature for arresting Persons liable to pay Money to the Company, when that Court exceeded the bounds of its Jurisdiction and authority, and that the issuing of such Warrants has since been prohibited by Law.

These circumstances occurring to my mind, I informed the Bailiff who returned the Sheriffs letter, that I insisted upon Mamoory Navarah being liberated, and in the house to be impertinent on the occasion, I directed both him and the other Bailiff to be turned out of the Garden.

(Signed) Anthony Sadleir

Masulipatam
17th July 1792

True Copy
R Malcolm
Agt Secy

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th. day of September Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Mitford and Alex.r Cockburn

Aldermen

Satia Boada

Maunore Narrasannakrow Mazoondar Brammy

The Sheriff returns into Court the Warrant of arrest issued in this Cause endorsed that he had Caused the within named Defendant to be arrested by James Sidney and Alexander Williamson two of his Sworn Bailiffs and the said Defendant was accordingly Arrested by the said James Sidney and Alexander Williamson two Sworn Bailiffs as aforesaid on Monday the sixteenth day of July in the present Year of our Lord One Thousand Seven hundred and Ninety two at a place about five or Six Hundred yards from a Garden commonly called or known by the name of the Company's Garden and near to the Sepoy Factory of Manelpatam the said James Sidney and Alexander Williamson Sworn Bailiffs as aforesaid having so arrested the said Defendant as him the said Defendant did and keep in their custody. That on the sixteenth day of July and at the said Garden commonly called or known by the Name of the Company's Garden as aforesaid Anthony Sadlier Esquire the Chief of the Council of Manelpatnam aforesaid did with force and arms forcibly rescue and from the said Defendant forcibly take out of the custody and keeping of the said James Sidney and Alexander Williamson Sworn Bailiffs as aforesaid and that he the said Anthony Sadlier at the time and place aforesaid did order and direct the rest of the same aforesaid number of armed People forcibly to rescue and take and they the said armed People did forcibly rescue and take from the Person of the said James Sidney and Alexander Williamson Sworn Bailiffs as aforesaid the said James Sidney and Alexander Williamson Sworn Bailiffs as aforesaid did from and out of their custody and in Contempt and Bailiffs as aforesaid Keys in their custody and in Contempt and by force and arms from the said James Sidney and Alexander Williamson Sworn Bailiffs as aforesaid did force them to Condescend to open the said Garden to Manelpatnam aforesaid and did open the said and the said Garden from the said James Sidney and Alexander Williamson Sworn Bailiffs as aforesaid. That the above named Alexander Williamson one of the Sworn Bailiffs aforesaid did depart this life on the seventeenth day of July instant and that since the said Decease of the said Alexander Williamson James Maqueen Brammy by virtue of a Warrant issued out of and from this Court against the said Defendant hath arrested and taken the said Defendant into his custody and keeping. And the said Defendant is not to be found within the Limits of the Jurisdiction of this Court but the Sheriff has returned to the Warrant issued to him to arrest the said Defendant that the above return cannot be complied with by the Sheriff or his Officers by reason of the dwelling of the Defendant in the Jurisdiction and the indisposition and Death of the late Bailiff Alexander Williamson the said Attornies deliver into Court the Affidavit of James Sidney one of the Bailiffs and the Affidavit of the said Sheriff sworn to in Court the day together with an Exhibit thereto annexed & upon the same returned. They pray that an Attachment may issue against Anthony Sadlier Esquire the Chief of the Council of Manelpatnam Affidavits Read and filed the said Defendant taking the same into Consideration until Tuesday next when the Board that a full Court be summoned to attend at 11 o'Clock in the forenoon and that the Bill of Complaint with the Sheriffs return Affidavits and Extract from the Minutes of this day be sent round for the perusal of the several Members

A true Extract

G. Taylor

Regr.

Filed 11th September 1795

In the Honble the Mayors
Court at Madraspatnam

Between Sattia Bida Complai-
-nant and Maunoor Narasimah
Row Mazumdar Browning —
Defendant —

The Joint and Separate Affidavit of Paupiah and
Vencoo of Madras Inhabitants —

Paupiah and Vencoo the Diponents above named Severally make
oath and say that being directed by their master the Complainant a
bove named to present unto the person of the Defendant above na-
-med to the officers of the Sheriff of Madraspatnam they did accordingly
[illegible] James Sidney and Alexander Williamson to Madras-
-patnam and there on the Sixteenth day of the Month of July in
the present Year of Christ One thousand Seven hundred and Ninety
two present unto the said Defendant to the said James Sidney and
Alexander Williamson he the said Defendant being then in his palanquin
about four or five hundred Yards from the House in which the Chief gene-
-rally resides and called the Companies Garden distant about three
Miles from the Fort of Madraspatnam aforesaid and that the said
James Sidney and the said Alexander Williamson did then and there
arrest the said Defendant That the said James Sidney and the said Alex.r
Williamson with the said Defendant as their prisoner and the depo-
-nents did go together to the said Garden that after waiting there some
time Anthony Sadlier as these Diponent understood did send for the
said Defendant to the House of him the said Anthony Sadlier that the
said Defendant did accordingly go thither accompanied by the said
James Sidney and the said Alexander Williamson and the Diponents
and presently afterwards the said Anthony Sadlier came on the
outside of his House apparently in a great passion as the Diponents un-
-derstood by his Gestures and by shaking his cane which he the said Anthony
Sadlier then held in his hand at the said James Sidney and Alexander
Williamson and the Diponents and the deponents further say that the
said Anthony Sadlier did say something in an angry tone to his sebah
who did thereupon order a party of Sipoys then present & the number
of Seven or thereabouts armed with firelocks to turn out the said James
Sidney and Alexander Williamson and the Diponents from the said
Gardens and did say that such was the Order of his master to the said
Anthony Sadlier that thereupon the said Sepoys did Seize upon the said
James Sidney and the said Alexander Williamson and the Diponents
further say that the said Sepoys did force the said James Sidney
and the said Alexander Williamson and the Diponents out of the
said Gardens by pushing them the said James Sidney and the said
Alexander Williamson and striking them and did carry them
prisoners to some distance therefrom on the road leading to
Madraspatnam aforesaid and the Diponents say that the said
Alexander Williamson being an old Man could not walk so fast
as the said Sepoys required of him and that therefore they pushed him
and in so doing pushed him down and then dragged him along
upon the ground until he the said Alexander Williamson got up
again and lastly the Diponents say that on the above named
Defendant being arrested and previous to his going before Mr
Sadlier he did acknowledge the justness of the demand of the above
named Complainant and said that he would discharge the same

Sworn to [illegible] Hamilton attg for Defr

The contents have been explained
by Ranganaden Coast Interpreter

mark
The + of Paupiah

mark
The + of Vencoo

Sworn to in Court this
11th September 1795

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th day of September Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call – Josias Dubé Porcher

John Mitford – Benjamin Roebuck

James Daly – William Abbott &

Alexander Cockburn –

Aldermen

Sattia Boada

ver

Maanore Narasimah Row Mazumdar Braminy

Messrs James Stuart Hall and John Hamilton on the part of the Sheriff in further support of the Attachment for last Court Day pray leave to file the Affidavit of Paupiah and Vencor Sworn to in Court Read and fix this Day – Full Court having been this Day summoned to take into Consideration the motion made in the Cause last Court day for an Attachment against Anthony Sadlier Chief of Masulipatam, and one of the Members being absent it is agreed that the same do Stand over till Tuesday next when the particularly requested that the different Members do attend at Ten o' Clock in the forenoon, and the Board that the above Affidavit with the Extract from the Minutes of this Day sent Round for the perusal of the Several Members –

A True Extract

G. Taylor

Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of September Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and James Daly

Aldermen

Sattia Boada

ver

Maanore Narsannahrow Mazundar Braminy –

Bill and Affidavit Read –

Affidavit of James Sidney Read

Affidavit of William Cockell Sheriff Read –

Affidavits of Vencor and Paupiah Read –

Extract from the Minutes of Court of the 4th Instant Read –

Extract from the Minutes of Court of the 11th Instant Read –

The Court having taken the same into Consideration it is Unanimously Resolved that a Warrant of Attachment do issue against Anthony Sadlier Esquire Chief of Masulipatam to Answer for the Contempt in the Rescue complained of by the Sheriff

A True Extract

J. D 11th Sept.r 1792

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of Emanuel Samuel

Humbly Sheweth

That Your Petitioner, having been intended for the Practice of the Law, did go through a course of Studies, Necessary for the purpose, and Your Petitioner being desirous of becoming

becoming an attorney of this Honble Court, humbly trusts, that should he meet the approbation of this Honble Court, and be admitted to its practice, by the utmost of his Exertions he will be enabled to Discharge the Duties, annexed to the Profession —

Your Petitioner therefore, most humbly Prays, that this Honble Court will be pleased to admit him to practice, as an attorney thereof and your Petitioner, as in duty bound, shall ever Pray. —

Emanuel

September 2nd 10th 1792.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of September Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor

James Call and James Daly

Aldermen

Petition of Mr Emanuel Samuel praying to be Admitted to Practise as an Attorney of this Court read a second time he is admitted — Ordered that he do attend on Tuesday Next to have the Usual Oath administered — The Mayor Dissents to the Resolution of the Court being of Opinion that there are already a Sufficient Number of Attornies for the Business of the Court — Messrs Aldermen Mebbard — Ackland Dissent to the Resolution of the Court for admitting another Attorney not from any Objection to the Petitioner Mr Emanuel Samuel but because they are of Opinion that the Business of the Court is not sufficient to Afford a proper Maintenance of the present Practitioners.

1673

Filed 15th December 1792

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Oratrix Charlotte Mackintosh Administratrix of John Rogers Mackintosh Deceased of Madras Inhabitant that John Soller of the same place Jeweller Stands Justly and truly indebted to your Oratrix for the Rent of a house in the fort and Just Sum of Thirty two Pagodas Current Money of Madras or in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twelve Pounds and Sixteen Shillings or thereabouts as will more fully and at large appear by a Bill of particulars hereunto Annexed for the inspection of this Honble Court and to which your Oratrix Craves leave to Refer and prays it may be taken and admitted as part of this her Bill of Complaint & may be produced when Required And your Oratrix further Sheweth unto this Honble Court that she hath frequently and in an amicable Manner Requested payment from the said John Soller of the said Sum of thirty two Pagodas

But now so it is May it please this Honble Court the said John Saler obstinately and wilfully 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 agreable to equity and good Conscience & to the end therefore that the said John Saler may upon his Corporal Oath full true direct and Perfect answer make to all and Singular the matters and things herein before Set forth and alledged as fully truly and Effectually to all intents and Purposes as if the same were hereagain Repeated and particularly Interrogated, and that he may be Decreed to pay unto Your

your Oratrix the aforesaid sum of thirty two Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of Suit

May it Please this Honble Court to Cause the said John Solier 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 Oratrixes Bill of Complaint and further to Stand and abide by such order and Decree therein as to this Honble Court shall seem Meet

Fort St. George Decr. 15th 1791.

G Chalmer
atty for Compt.

This Bill was Shewn to me in the Days of adjournment Let a summons ispue Returnable Next Court Day—

Jos. DuPré Porcher
Mayor

Mr. Solier

Dr

To the Estate of Angus Mackintosh

To House Rent from the 15th Day of August to this Day being 4 Months 8 Pagodas pr Month } 32—

Pagodas 32—

Madras 5th Decr 1791 E.E.
C. Mackintosh

true Copy
G Chalmer
atty for Compt.

Mayors Court at Madraspatnam

Tuesday the 25th day of September Anno Domini 1792

Present

Andrew Ross Esquire Mayor
William Webb and Benjamin Roebuck
Aldermen

Between Charlotte Mackintosh Administratrix of Angus Mackintosh Deceased of Madras Inhabitant Complainant and John Solier of the same place Jeweller 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 sit 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 two Pagodas / Pagodas 32—0—0 / together with all such Interest as now is or Shall hereafter become due thereon untill full payment is made also all Costs of this Suit

A Ross

Filed the 24th Sept 1792

To the Honble the Mayor's Court at Madraspatnam

Between Lachlan M.Kinnon of Fort St George Captain in the Service of the United Company of Merchants of England Trading to the East Indies Complainant and Samuel Young in the Civil Service of the said United Company at Bencoolen of Angola within the Jurisdiction of this Honble Court Defendant

The Humble Petition of Lachlan M.Kinnon the above named Complainant—

Sheweth

That your Petitioner having filed his Bill in this Honble Court against the above named Defendant who is thereby Defendant hath appeared by his Attorney M.Rupen Baptiste

That Mootah Moodeliar at Present of Madras and Shortly about to depart therefrom is a very material Witness for your Petitioner in this Cause and without the benefit of whose Evidence Your Petitioner for his defence cannot Safely proceed to a hearing of this Cause—

Your Petitioner therefore Prays that he may be at Liberty forthwith to Examine the said Mootah Moodeliar de bene esse as a Witness for your Petitioner in this Cause saving all just Exceptions, and your Petitioner as in duty bound—

Shall Ever Pray

Ly DuPuy

Filed 24 Sept 1792

In the Honble the Mayor's Court at Madraspatnam

Between Lachlan M.Kinnon of Fort St George Captain in the Service of the United Company of Merchants of England trading to the East Indies Complainant and Samuel Young in the Civil Service of the said United Company at Bencoolen of Angola within the Jurisdiction of this Honble Court Defendant

The Affidavit of Lachlan M.Kinnon the above named Complainant

This Deponent maketh Oath and Saith that Mootah Moodeliar at Present of Madras is a very Material Witness on his behalf in this Cause and without whose Evidence this Deponent as he is advised and verily believes he cannot safely proceed to a hearing in his said Cause and is now about to depart from Madras whereby he may probably lose the benefit of his said Evidence—

Lachlan Mackinnon

Madraspatnam

Sworn to before me this 24th Sept 1792—

Andrew Ross
Mayor

Ly DuPuy
Atty Compt.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of September Anno Domini 1792

Present

Andrew Ross Esquire Mayor

William Webb and Benjamin Roebuck

Aldermen

Lachlin Mackinnon

Vers

Samuel Young

Petition and Affidavit of the Complainant Sworn to before the Mayor and filed the 24th Instant Read this day praying that he may be at Liberty to Examine Morteah Modelliar a Material Witness on his behalf Dr. Interrogs. Ordered Accordingly.

Filed 15th August 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Canacapully Sawmy Naick of Madras Inhabitant that John Leonard Beggle of the same place Merchant stands Indebted unto Your Orator in the full and Just Sum of Two Hundred and Ninety Six Pagodas Thirty Seven 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 One Hundred and Eighteen Pounds Fifteen Shillings and Two Pence as will more fully and at large appear by the Copy of an Account hereunto annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this his Bill of Complaint the Original whereof together with the Original Draft compiled by the said John Leonard Beggle are in the Possession of Your Orator and ready to be produced to this Honble Court when Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner Requested the payment of the said Sum of Two Hundred and Ninety Six Pagodas Thirty Seven Fanams and Sixty four Cash

But now so it is and may it please this Honble Court the said John Leonard Beggle obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays agreeable relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the end therefore that the said John Leonard Beggle 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 Ninety Six Pagodas thirty Seven fanams and Sixty 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 John Leonard Beggle to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear this Honble Court at a Certain time and Place to be by this Honble Court prefixed and appointed, then and there to answer this Your Orator's Bill of Complaint and -

Mayor's Court at Madraspatnam — Tuesday the 25th. day of September Anno Domini 1792

Present

Andrew Ross Esquire Mayor

William Webb and Benjamin Roebuck

Aldermen

Between Canacapully Sawmy, Nauk of Madras Inhabitant Complainant and John Leonard Beggle of the same place Merchant Defendant

It Appearing by the Recourds of this Court that the Usual Rules having issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two hundred and Ninety six Pagodas Thirty Seven Fanams and Sixty four Cash/Pagodas 296. 37. 64. / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

A Cur

and further to stand bound abide by such Order and Decree therein as to this Honble Court shall seem Meet

15 August 1792.

This Bill was sworn to in the Day of Attornment Let a Summons issue returnable Next Court Day

Andrew Ross

Mayor

Bopham

Atty for Compt.t

Dr. Mr. John Leonard Beggle in Account with Canacapully Sawmy Nauck ..... Cr.

1792				1792			
May 1	To the Amount of your accepted Bill	230	..	May 1	By Balance Due	296	37 64
	To another Bill of my House Rent	60	..				
1792 May 1	To Interest on Pgs 230 for 1 Year 9 Months & 28 Days being 21 Months @ 1 p Cent p Annum	29	..				
		6	37 64				
	Pagodas	296	37 64				

Pagodas 296 37 64

Madras 1. August 1792.

Errors Excepted

A True Copy

Bopham

Filed 25th Septr 1792

To the Honble the Mayors Court at Madraspatnam

The humble Petition of John White one of
attornies of this Honble Court

Sheweth

That business of much importance renders it ne-
-cessary for Your Petitioner to proceed forthwith to Ben-
-gal which he is anxious to do under the permission of
this Honorable Court and to remain there three Months,
and at the end of that period to return to the discharge of
this duty as an attorney of this Honorable Court.

Your Petitioner therefore humbly prays that this Honble
Court will be pleased to grant
him leave of absence for
the space of three Months

And Your Petitioner will pray

John White

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 25th Day of September Anno Domini 1792

Present

Andrew Ross Esquire Mayors
William Webb and Benjamin Roebuck
Aldermen

Petition of Mr John White one of the Attornies of this Court praying he may be allowed three Months leave of absence Read and
ing filed this day — Ordered that the prayer of this Petition be granted

Filed 7th September 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Cundapah Moodelliar of Madras
Inhabitant that Aroon assulum Moodelliar also of the same place
Inhabitant stands indebted unto your Orator in the full and just
Sum of One hundred and Seventy two Pagodas five fanams and Seventy
Cash Current Money of Madras, making in Sterling Money of
Great Britain, at the rate of eight Shillings for every Pagoda
the Sum of Sixty Eight Pounds and Seventeen Shillings as will
more fully and at large Appear by the Copy of an Account Cur-
-rent hereunto annexed for the inspection of this Honble Court and
prayed by your Orator to be taken as part of this his Bill of Com-
-plaint the Original whereof together with the Original Mortgage
Bond as stated in the said Account are in the possession of your
Orator and Ready to be produced to the Honble Court when required
and your Orator Sheweth that the said Aroon assulum Moodelliar
did on or about the Second day of July which was in the Year of
Christ One Thousand Seven hundred and Ninety two Borrow and
Receive from your Orator the Sum of One hundred and fifty-
One

One Pagodas and for Securing the payment thereof said mortgage a House and Ground as expressed in the said Mortgage Bond and the said Arroonasulum Moodelliar did in and by the said Mortgage Bond engage to pay the said Sum of One hundred and fifty one Pagodas and Interest thereon after the Rate of Twelve p Cent p Annum on the Thirtieth day of July in the said Year of Christ One Thousand seven hundred and Ninety two and Your Orator further Sheweth that the said Arroonasulum Moodelliar did further in and by the said Mortgage Bond or Obligation covenant your Orator that in default of payment of the said Sum of One hundred and fifty One Pagodas and Interest thereon at the Rate afore said to prosecute the said Arroonasulum Moodelliar in this Honble Court for the Recovery thereof as by the said Mortgage Bond Reference being thereunto had more fully and at large may appear And your Orator further sheweth unto this Honble Court that he hath frequently and in a friendly manner Requested the payment of the said Sum of One hundred and twenty two Pagodas, five fanams and Seventy Cash

But now so it is and may it please this Honble Court the said Arroonasullum Moodelliar Ultimately and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the premises your Orator prays agreeable Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore, that the said Arroonasullum Moodelliar 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 said Sum of One hundred and twenty two Pagodas five fanams and Seventy 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 Arroonasullum Moodelliar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and Place to be by this Honble Court prefixed and appointed, then and 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

Madras 7th September 1792

Dyson
Atty for Complainant

This Bill was Sworn to in the Days of Sayonnment & Summon issue returnable Next Court Day

Andrew Ross
Regr

Dr Arroonasallum Moodelliar in Account with Cundapah Moodelliar ..... Cr

1791 July	2	To the Amount of your Mortgage bond of this date payable on or about the 30th July 1792 mentd.	151			1792 Sept.	2	By Balance Due	172 5 70
1792 Sept.	2	To Interest on[d]. from 2d July 1791. to this day being 1 Y 2 M 02 D at 12 p Cent per Annum	21	5 70					
		Pagodas	172	5 70				Pagodas	172 5 70

Madras 2d September 1792

Errors Excepted

E & O

Exclusions Due 2 M

A true Copy
Dyson

Mayors Court at Madraspatnam

Tuesday the 2d Day of October Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

William Webb and Alexander Cockburn Aldermen

Between Candapah Model Sear of Madras Inhabitant Complainant and Soonaroo alias Soondaroo alias alias 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 One Hundred and Seventy two Pagodas five Fanams and Seventy Cash / Pagodas 172. 5. 70 / together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made & all Costs of this Suit

H W

Filed the 27th July 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Colly Lyons Lucas of Madraspatnam Esquire Surgeon in the Service of the Honble the United Company of Merchants of England trading to the East Indies That Conjeveram Vindachellum and Poely Poely Kistniah of Madraspatnam aforesaid Inhabitants in and by their Certain Bond or writing obligatory by them duly executed and bearing date the twenty sixth day of April which was in the Year of our Lord One Thousand seven hundred and ninety stand jointly and severally indebted to your Orator by the name and discription of Colly Lyons Lucas Esquire, in the principal Sum of One Thousand Star Pagodas together with Five hundred and fifty Seven Pagodas and fourteen Fanams interest thereof making together Seven Pagodas and fourteen Fanams interest thereof making together the principal Sum of Twelve hundred and fifty seven Pagodas and Fourteen Fanams which in Sterling Money of Great Britain at the Exchange of Eight Shillings for every Pagodas Amounts to the sum of Five hundred and two Pagodas Eighteen Sterling and Six pence otherwise as which will more particularly appear by the Copy of an Account Current hereunto Annexed of the inspection of this Honble Court to which Your Orator humbly Craves leave to refer and which he prays may be taken and received as part of this his Bill of Complaint and your Orator sheweth unto this Honble Court that he hath often times applied to the said Conjeveram Vindachellum and Poely Poely Kistniah in a friendly manner to pay off and discharge the said sum of Twelve hundred and fifty Seven Pagodas and fourteen Fanams so due and owing to Your Orator in Manner aforesaid But now so it is May it please this Honble Court that the said Conjeveram Vindachellum and Poely Poely Kistniah to injure and defraud your Orator in this behalf have not nor hath either of them yet paid Your Orator the said Sum of Twelve hundred and-

and fifty Seven Pagodas and fourteen fanams or any part thereof but have hitherto altogether Refused, and still do refuse to pay the same to your Orator, or to make him any manner of Satisfaction in the Premises. To the End therefore that the said Conjevaram Verdachellum and Poely Poely Chetriah may upon their Oaths full true perfect and direct Answer make to all and singular the Matters and Charges aforesaid and that as truly fully and Effectually to all intents and purposes as if the same were herein again Repeated and they thereunto particularly interrogated, and that the said Conjevaram Verdachellum and Poely Poely Chetriah may be Decreed by this Honble Court to pay unto Your Orator the aforesaid sum of twelve hundred and fifty Seven Pagodas and fourteen fanams so due and owing to your Orator in Manner aforesaid with interest in the mean time for the said Sum of One thousand Pagodas together with all such Cost and Expences as your Orator shall sustain and be put to in the Recovery thereof and that Your Orator may be further and otherwise relieved in the premises according to Equity and good Conscience and as the Nature of this Case may Require. May it please the Honble Court to Cause the said Conjevaram Verdachellum and Poely Poely Chetriah 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.

John White Attorney for the Complainant

Fort Saint George this 29 day of July 1792.

This Bill was sworn to me between the hours of adjournment and the Complainant having sworn to the Contents of the same and that he hath reason to believe that the Defendants will abscond on having the Bill of Complaint filed against them Let a Summons issue returnable in Court Directly and Warrant do issue upon the Same.

Andrew Ross
Major

Dr. Conjevaram Verdachellum and Poely Poely Chetriah in account Current with Colley Lyons Lucas Esquire ..... Cr.

1790 April	29th	To the Amount of your Bond	1000	—		By Balance due	1257 14 —
1792 June	28th	To Interest on the above Sum from the 29th day of April 1790 to the day being 25 months and 22 days at the 9 Cent pr Annum	257	14 —			
		Pagodas	1257	14 —		Pagodas	1257 14 —

Fort Saint George 28th June 1792

Errors Excepted for Colley Lyons Lucas

by John White Attorney for the Complainant

Filed the 27th July 1792

John White Attorney for the Complainant

In the Honble the Mayors Court at Madraspatnam

Between Colley Lyons Lucas Esqr Complainant and Conjevaram Verdachellum and Poely Poely Chetriah of Madras Inhabitant Defendant.

Colley Lyons Lucas of Madras Esquire the Complainant above Named maketh Oath and saith that Conjevaram Verdachellum and Poely Poely Chetriah of Madras aforesaid Inhabitants the Defendants above named are jointly and severally indebted to this Deponent in the just Sum of twelve hundred and fifty Seven Star Pagodas and fourteen fanams for Principal and Interest due on a Bond bearing date the twenty ninth day of April in the year of our Lord One thousand seven hundred and Ninety and entered into by the said Defendants to this Deponent. And this Deponent saith he doth verily believe the said Conjevaram Verdachellum and Poely Poely Chetriah will abscond from the Jurisdiction of this Honble Court upon hearing that a Bill of Complaint

Complaint has been filed against them the said Conjeveram Verdachellum and Poly Poly Pettiah

Sworn to before me this 27th day of July 1792. } Andrew Ross Mayor

Cully Lyons Lucas

Filed 2d October 1792

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

Between Cully Lyons Lucas of Madraspatnam Esquire Compl.t and Conjeveram Verdachellum and Poly Poly Pettiah of Madraspatnam aforesaid Inhabitants Defendants

The Affidavit of Thomas Ives one of the Serjeants of this Hon'ble Court

This Deponent Maketh Oath and saith that he did personally serve Conjeveram Verdachellum one of the Defendant above named with three Rules issuing out of this Hon'ble Court by delivering the Original to the said Defendant at the Goal the last of which was a peremptory One to the following purport Further Day is given for the Defendant Conjeveram Verdachellum till the 11th September Next to answer the Complainants Bill in default of which Judgment will be given for the Complainant

Thos Ives

Town Hall
2nd October 1792

G. Taylor Reg.r

G. Aitken D.y Reg.r

Mayors Court at Madraspatnam

Tuesday the 2d Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor
William Webb and Alexander Cockburn
Aldermen

Between Cully Lyons Lucas of Madraspatnam Esquire Surgion in the Service of the Hon'ble the united Company of Merchants of England trading to the East Indies Complainant and Conjeveram Verdachellum and Poly Poly Pettiah of Madraspatnam aforesaid Inhabitants Defend.ts

It Appearing by the Records of this Court that the Usual Rules having issued for the Defendant Conjeveram Verdachellum 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 Conjeveram Verdachellum shall pay unto the Complainant the full and Just Sum of One thousand two hundred and fifty seven Pagodas and fourteen fanams / Pagodas 1257. 14 / together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

Wm

Filed 28th Augt 1793
in Court

To the Worshipfull the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Worshipfull Court your Orator Nadanmum Periyah Bra-
mmy of Madras Inhabitant That some time on or about
the Twenty fifth day of April in the Year One Thousand Seven
hundred and Eighty Six Your Orator did by his then attorney
at Law Mr Henry Dupuy Exhibit and file his Bill of
Complaint in this Worshipfull Court against Edward Jourdain Executor
named in the last Will and Testament of Francis Jourdain late
of Madras Esquire Deceased for the recovery of the sum of Six
hundred and Seven Pagodas Nineteen Fanams and Thirty-
Cash arising due upon a Bond Executed to your Orator by
the said Deceased bearing date the Seventh day of July One
Thousand Seven hundred and Eighty four as by the Copy of the
said Bond annexed to your Orators said Bill of Complaint now
record in this Worshipfull Court will more fully and at large ap-
pear And your Orator Sheweth that the said Edward Jour-
dain did some time on or about the Tenth Day of October
in the said Year One Thousand Seven hundred and Eighty Six
by his attorney at Law Mr Charles Baker file his answer to
such your Orators said Bill of Complaint. And your Orator
sheweth that the said Cause was set down for hearing upon
the said Bill and Answer and came on to be heard on the fourteenth
Day of November in the same Year One Thousand Seven
hundred and Eighty Six when this Worshipfull Court were plea-
sed to order and Decree that the said Edward Jourdain Ex-
ecutor aforesaid should pay unto your Orator the said sum
of Six hundred and Seven Pagodas Nineteen Fanams and
Thirty Cash with Interest and Cots thereon as by the said
Decree

1493

Decree now of Record in this Worshipfull Court reference thereunto had
will more fully and at large appear. And your Orator Sheweth
that the said Edward Jourdain did appeal from the said Decree of this
Worshipfull Court to the Governor and Council of the Presidency aforesaid
to the Charter - And your Orator shews that to such the appeal of
the said Edward Jourdain Your Orator did duly put in his Answer
and that the said Petition in appeal and the Answer thereto did
come on to be heard some time on or about the first day of Decem
ber in the Year One Thousand Seven hundred and Eighty Seven
when the said Court of appeals did think fit to affirm the said Decree
of this Worshipfull Court in favour of your Orator And your Orator
Sheweth that he did not Sue Execution on the said Decree and
that therefore by lapse of time it has become necessary as your
Orator is advised and believes to revive the said Decree in Order to
have the Right of Execution thereon against the Estate of the said
Debtor

May it therefore please this Worshipfull Court to
grant unto your Orator a Summons to revive the said Decree of this
Worshipfull Court in favour of your Orator directed to Edward Jourdain the
Executor of the said Francis Jourdain deceased commanding him to be
and appear before this Worshipfull Court at a certain time and place
to be by this Worshipfull Court perused and appointed there and there
to Shew Cause why the said Decree should not be revived and fur-
ther to stand to and abide by such Order and Direction as to this
Worshipfull Court shall seem Meet.

John Wilkenson
Atty for Compt.

Filed 2d October 1792

In the Mayor's Court at Madraspatnam

Avadanum Paupiah Braming

versus

Edward Jourdan Extr. of Francis Jourdan

John Wilkenson attorney at Law for the Complainant in the above Cause maketh Oath and saith that he did apply to Mr Henry Dupuy the Attorney at Law for the Defendant therein and also to Swinton Dubois Porcher Esqr as one of the Agents or General Attornies of the said Defendant to appear to the Summons of Review issued in the said Cause to which application the said Persons respectively did reply that they did not see it Expedient to Enter such appearance

John Wilkenson

Sworn in Court this 2d Day of October 1792

G. Taylor Regr

Extract from the Minutes of the Court Held at the Town Hall on Tuesday the 2d Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor

William Webb and Alexander Cockburn Aldermen

Avadanum Paupiah Braming

versus

Edward Jourdan Executor of Francis Jourdan Deceased

The attorney for the Complainant prays that the Decree passing in this Court on the 14th day of November 1786 may stand revived pursuant to this prayer of last Court day and in support thereof prays leave to file his own Affidavit Sworn to in Court day filed this day - The Court having taken the same into Consideration this award that the Decree passed in this Court on the 14th November 1786 do stand revived -

Filed 29th Sept. 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Streperumboor Nindapah Moodeliar administrator of all and singular the Goods and Chattels of Annay Chinglooy Moodeliar deceased by Streperumboor Comambalam Moodeliar deceased That Whereas the said Annay Chenglooy Moodeliar in his lifetime and on or about the Month of February which was in the Year of Christ One Thousand Seven hundred and Eighty Six by his Attornies Moodee Comambalam and Ooloo Cumaul Moodeliar did Exhibit and file his Bill of Complaint in this Honble Court against Edward Jourdan as Executor of Francis Jourdan deceased for the Recovery of sum of two Thousand two hundred and Nineteen Pagodas twenty nine fanams and twenty five Cash Current Money of Madras due and owing to the said Annay Chenglooy Moodeliar and Your Orator sheweth that the said Annay Chenglooy Moodeliar did in and by his said Bill set forth that he had frequently and in an Amicable Manner Requested payment from the said Edward Jourdan as Executor of the said Francis Jourdan of the said Sum of two Thousand two hundred and Nineteen Pagodas twenty nine fanams and twenty five Cash but which the said Edward Jourdan Neglecting and refusing to pay the said Annay Chenglooy Moodeliar did in and by his said Bond pray that he might be Decreed so to do with such Interest as shall arise or grow thereon and also all Cost of the said Suit and did further pray that a Summons might issue from this Honble Court

against the said Edward Jourdan and to have the same benefit thereof and relief against him as he the said Streperumbdore Ponambalum Moodeliar as administrator aforesaid could or might have had To the End therefore that the said Decree in the said Court aforesaid may stand revived and be in the same plight and condition as it stood at the time of the death of the said Streperumbdore Ponambalum Moodeliar

May it please this Honble Court to grant unto your Orator a Summons of Revival issuing out of this Honble Court to the Sheriff of Fort Saint George town of Madraspatnam and the districts thereof directed to the said Edward Jourdan thereby commanding him at a certain day to be by this Honble Court prefixed and appointed to be and appear before this Honble Court and shew Cause if he can why the said Decree should not stand and be revived against him and be in the same plight and condition as it stood at the time of the death of the said Streperumbdore Ponambalum Moodeliar and further to stand to and abide by such order and Decree in the premises as to this Honble Court shall seem meet

Fort Saint George 29th Sept.r 1792.

Stuart Hall for himself &c
John Hamilton
} attys for Compt.s

This Bill was shewn time in the days of adjournment to a Summons Sine Returnable next Court Day

Andrew Ross
Mayor

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 2nd Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor
William Webb and Alexander Cockburn
Aldermen

Anavay Chengleroy Moodeliar by his attornies Mondoo Ponnambelum Moodeliar and Cuddalore Permal Moodeliar
versus
Edward Jourdan Executor of Francis Jourdan Deceased

Bill of Revivor of Streperumbdore Veneapah Moodeliar administrator of Anavay Chenglroy Moodeliar Unadministered by Streperumbdore Ponambalum Moodeliar filed between the days of adjournment — Summons issued thereupon returned — Endorsed — Not to be found — The Attornies for the Complainant pray that the Decree heretofore passed in this Cause may stand revived — And it is accordingly —

Filed the 29th Sept.r 1792

To the Honble the Mayor Court at Madraspatnam

Humbly Compaining Shew unto this Honble Court Your Orator Mootoomara Chitty and Tenguny Chitty of Madras Inhabitant Administrators of all and singular the Goods and Chattels of Cheapa Chitty Deceased un-administered by Cupa Chitty also Deceased That whereas the said Cheapah Chitty deceased in his lifetime and more about the Eleventh day of September which was in the Year of Christ One thousand Seven hundred and Eighty seven did Exhibit and file his Bill of Complaint in this Honble Court

Court against Edward Jourdan as Executor of Francis Jourdan for the Recovery of the sum of One Thousand three hundred and Sixty Seven pagodas twenty two Fanams and Seventy seven Cash Current Money of Madras due and owing unto him and your Orator shew that the said Chocapah Chitty did in and by his said Bill state that he had frequently and in an amicable manner requested payment from the said Edward Jourdan as Executor of Francis Jourdan Deceased of the said sum of One thousand three hundred and Sixty seven Pagodas twenty two Fanams and Seventy seven Cash but that the said Edward Jourdan refusing to comply therewith he the said Chocapah Chitty did on and by his said Bill pray that the said Edward Jourdan might be Decreed to pay with all such Interest as then was or should thereafter become due thereon also all Costs of the suit and did further pray that the said Edward Jourdan might be summoned to appear and answer his said Bill of Complaint and your Orator shew unto this Honble Court that the said Edward Jourdan being thereupon summoned, did accordingly appear to the said Bill and on or about the thirtieth day of October in the said Year of Christ One Thousand seven hundred and and Eighty seven did Exhibit and file his Answer and upon the pleadings had thereon the said Cause was set down to be heard by this Honble Court and your Orator shew that the same accordingly coming on to be heard on or about the Nineteenth day of August in the year of Christ One thousand seven hundred and Eighty Eight this Honble Court was pleased to Order and Decree and did accordingly Order and Decree that the said Edward Jourdan as Executor of Francis Jourdan deceased should pay unto the said Chocapah Chitty the said Sum of One Thousand three hundred and Sixty seven Pagodas twenty two Fanams and Seventy Seven Cash together with such Interest as should thereafter grow due thereon also all Costs of the Suit — And your Orator shew that thereupon the said Edward Jourdan

Jourdan not having appealed the said Decree Chitty became Entitled to an Execution against the assets of the Estate and Effects of the said Francis Jourdan deceased for satisfaction of the said Decree —

But your Orator shew that before any further process were had in the said Suit the said Chocapah Chitty the Complainant in the said Cause died whereby the proceedings therein became abated and your Orator shew that the said Chocapah Chitty having previous to his Death duly made & published his Last will and Testament and therein and thereby appointed Coopa Chitty also of Madras Inhabitant his Executor, he the said Coopa Chitty did duly prove the same in this Honble Court in the Capacity of Kings Ordinary and Obtain probate thereof But your Orator shew that the said Coopa Chitty not having revived the said Suit and soon afterwards to wit on or about the third day of March in the present Year of Christ One Thousand seven hundred and Ninety two also departed this Life no Execution has ever been awarded to issue on the Decree of this Honble Court in the said Suit aforesaid —

And Your Orator shew that your Orator having on or about the twenty fifth day of the present month of September duly obtained from this Honble Court in its Ecclesiastical Capacity Letters of Administration with the Will annexed of all and singular the Goods and Chattels of the said Chocapah Chitty Deceased Unadministered by the said Coopa Chitty since deceased and thereby became Entitled to have the Decree of this Honble Court revived against the said Edward Jourdan To the End therefore that the said Deceased in the suit aforesaid may stand revived and be in the same plight and Condition as it stood at the time of the said Chocapah Chitty —

May it please this Honble Court to

Filed 11th August 1792

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Samuel Clapton of Madras Inhabitant that Joseph Burghall of the same place Inhabitant stands justly and truely indebted to your Orator in the full and Joust sum of Two hundred and twenty four Pagodas twenty four 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 nine Pounds fifteen Shillings or there about as will more fully and at large appear by the 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 his Bill of Complaint the Original being 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 an amicable manner requested payment from the said James Burgall of the said sum of two hundred and twenty four Pagodas twenty four Fanams

But now so it is may it please this Honble Court the said Joseph Burghall obstinately and wilfully refuses to pay the same or to give Your Orator any manner of satisfaction touching the premises Your Orator therefore prays a general relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the end and therefore that the said Joseph Burghall may upon his corporal oath full true direct and perfect answer make to all and singular the matters and things herein before

to Grant unto Your Orator a Summons of Revival issuing out of this Honble Court to the Sheriff of Fort Saint George town of Madraspatnam and the districts thereof directed to the said Edwd Jourdan thereby Commanding him at a certain day to be by this Honble Court appointed to be and appear before this Honble Court and shew Cause if he can why the said Decree should not stand and be revived against him and by the same plight and Condition as it stood at the time of the Death of the said Chocapah Chitty and further to stand to, and abide by such Order and Decree in the premises into this Honble Court shall seem Meet

Fort Saint George 3d Sept 1792
This Bill was shewn to me in the stay of adjournment let a Summons issue returnable next Court Day

Andrew Ross
Mayor

J Strat Hall
for himself &
John Hamilton
} Attys for Compts

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 2d Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor
William Webb and Alexander Cockburn
Aldermen

Chocapah Chitty
vers
Edward Jourdan Executor of Francis Jourdan Deceased

Bill of Revivor of Mootamara Chitty and Tayamy Chitty Administratrix of Chocapah Chitty Administered by Cape Chitty Deceased filed between the days of adjournment Summons issued thereupon returned Executed Not to be found The Attorneys for the Complainant pray that the Decree herein for passed in this Cause may stand revived - Ordered Accordingly -

before with 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 twenty four Pagodas twenty four Fanams with all such Interest as shall or may become due thereupon also all costs of this suit

May it Please this Honble Court to Cause the said Joseph Burghall 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 and abide by such order and decree therein as to this Honble Court shall seem meet.

Fort Saint George Augt. 6th. 1792. G Chalmer
atty for Compl.t

The Bill was shewn to me
in the days of Adjournment Let
a Summon issue returnable
Next Court day —
Andrew Ross
Mayor

Dr. Joseph Burghall in Account Current with Samuel Chaplin &c.

1784 Dec.r	23	To the amt. of your Promissory Note bearing date this day	145	—		1792 Augt.	4	By Balance due this day	274 24 —
1792 Augt.	4th	Interest on Do from 24th February 1785 to this day on Princ.l Do is 7 — 5 — 10 @ 12 p.t Cent p.r annum	129	24 —					
		Pagodas	274	24 —				Pagodas	274 24 —

Fort St. George 24th August 1792
Errors Excepted
Signed Saml. Chaplin
Mem. Copy
G Chalmer
atty for Compl.t

Filed 6th Augt 1792

In the Honble the Mayors Court at Madraspatnam

Between Samuel Chaplain of Madras Inhabitant Complainant and Joseph Burghall of the same place Inhabitant Defendant —

The affidavit of the abovenamed Complainant — This Deponent maketh Oath and saith that the above named Defendant stands justly and truly indebted unto him in the full and just Sum of Two hundred and twenty four Pagodas and twenty four fanams Current Money of Madras —

Saml. Chaplin

Sworn to before me in Fort St. George this 11. day of August 1792
Andrew Ross
Mayor

G Chalmer
atty for Compl.t

Filed 2. Oct. 1792

In the Honble the Mayor's Court at Madraspatnam

Between Samuel Chaplain of Madras Inhabitant Complainant and Joseph Burghall of the Same place Inhabitant Defendant

The affidavit of Joshua Crampton one of the Serjeant of the Honble Court

This Deponent maketh Oath and Saith that he did Personally serve Joseph Burghall the Defendant above Named with three Rules issuing out of this Honble Court by Delivering the Originals to the Defendant at Gool the Last of which was peremptory one to the following Purport - Further Day is given the Defendant till the Second October next to answer the Complainants Bill in default of which Judgement will be given for the Complainant

G. Chalmers
Attorney for Compt.

Town Hall
16. Sept. 1792

Hue
/Signed/ G. E. Askin
D. J. Regr.

Sworn to in Court
this 2. day of October 1792

Joshua Crampton
Mase Serjeant

G. Taylor
Regr.

Mayor's Court at
Madraspatnam

Tuesday the 2d. day of October
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
William Webb and Alexander Cockburn
Aldermen

Between Samuel Chaplain of Madras Inhabitant Complainant and Joseph Burghall 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 Five hundred and Seventy four Pagodas and Seventy four Fanams / Pagodas 574-24- / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Hue

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of September Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

James Call and James Daly

Aldermen

Kistna Pillah by his attorney Charles Pereira

vers

Salapawkam Trevengada Pillah

Messrs James Stuart Ball and John Hamilton attorneys for the Complainant acquaint the Court that a Decree was on the 20th October 1789 past in favor of their Client, from which Decree the Defendant did Lodge and Appeal to the Honble the Court of Appeal, which Appeal came on to be heard and it was accordingly heard on the 10th December 1791 and the Decree of this Court was Confirmed from which said Decree the Defendant did on the 23rd December 1791 Lodge an Appeal to his Majesty in Council, and although the said Defendant did apply for Copys of the Proceedings of this Court yet he has not to this day taken the same out in Order to prosecute the said Suit which is now about Nine months since the said Appeal was Lodged to his Majesty in Council the said Attorneys therefore prays that a Warrant of Execution may issue against the Defendants Effects pursuant to the Standing Order of this Court of the 2d day of September 1788.

The Attorny for the Defendant prays that he may be permitted till Next Court day to deliver in his objections to the above Motion. Ordered accordingly and that whatever Relates to the application for Copies of the proceedings to Remain in its present Condition.

A true Extract

G. Taylor

Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of September Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

William Webb and Benjamin Roebuck

Aldermen

Kistnakpillah by his Attorney Charles Pereira

vers

Salapawkam Trevengada Pillah

The Attornies for the Complainant acquaint the Court that as the Attorney for the Defendant has not shown any Cause why a Warrant of Execution should not issue against the Defendants Effects they therefore pray that the prayer made by them last Court day for Warrant of Execution may stand Confirmed - to which the Attorney for the Defendant objects because the Order of this Court has been complied with by the application made by him to the Registrar of this Court for attested Copies of the several Proceedings whereby the expence thereof was incurred and which appears to be the object of this Court in making the Standing Order for preventing Litigious appeals, the said Attorney acquaints the Court that Owing to a Letter which he Received from his Client informing him that the matter was Settled he did not take out the Copies from the Registrar Office for the purpose of transmitting them to Europe - The Attorneys for the Complainant pray that the Letter mentioned by the Defendants Attorney may be produced - The Attorney for the Defendant delivers into Court the Letter prayed for. Ordered that the same do remain with the Registrar and that the Consideration of this Matter do stand over till Next Court day and that the Extract with the Letter be sent round for the perusal of the Members.

A true Extract

G. Taylor

Regr

To Stephen Popham Esqr

Kistnah Pillay by his
Attorney Charles Peroyrah
VERSUS
Saudapaukum Trevenga-
-dah Pillay

Sir

You will please to stop from taking the Copies of
the proceedings as I have Settled with the Complainant and
I am
Sir
Your affectionate friend
and humble Servant
S. Trevengadum

29th February 1792

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 2nd Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor
William Webb and Alexander Cockburn
Aldermen

Kistnahpuillah by his attorney Charles Perreira
VERSUS
Salawakum Trevengadapillah

Extract from the Minuts of Court of the 18th and 25th Ultimo with
an Original Letter from the Defendant to his Attorney Read
— The Court having taken the same into Consideration and it
appearing to the Court that the Defendant has neglected ta-
-king out Copies of the Proceedings of this Court to prosecute the
appeal to His Majesty in Council for the unreasonable time
of Nine Months — It is Ordered that Warrant of Execution
do issue against his Effects —

Filed 27th June 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court your Orator Eguambra Moodaliar of Madras
Inhabitant by his Assignee Mathew Mark of the same place In-
habitant That Appoo Pillay and Venatanchala Pillay also
of the same place Inhabitants stand Justly and truly Indeb-
-ted unto your Orator in the full and Just sum of Two hundred
and Nine Pagodas Twenty three fanams and Seventy Eight
Cash Current money of Madras making into Sterling
money of Great Britain at the rate of Eight Shellings
for every Pagoda the sum of Eighty three Pounds Sixteen
Shillings and Three 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 to which your Orator begs leave to refer
and prays the same may be taken as part of this his
Bill of Complaint the Original whereof as well as the
Bond mentioned therein and an Assignment of the same
are in your Orators possession and ready to be produced
and proved when required And your Orator further
sheweth unto this Honble Court that he hath frequent-
-ly and in an amicable manner requested payment
from the said Appoo Pillay and Venatanchala Pillay
of the said Sum of Two hundred and Nine Pagodas Twen-
-ty three fanams and Seventy Eight Cash

But now so it is may it please this
Honble Court the said Appoo Pillay and Venatanchala
Pillay obstinately and wilfully refuse to pay the same or to
give your Orator any manner of satisfaction touching
the premises — Your Orator therefore prays a General
relief

relief such as to this Honble Court shall appear agreeable to Equity and good conscience To the End thereof that the said Appoo Pillay and Venkatachela Pillay may upon their respective Corporal Oath full true direct and perfect answer make to all and singular the matters and things herein before set forth and and alleged as fully truly and Effectually to all intents and purposes as of the same were here again repeated and particularly Interrogated unto and that they may be Decree to pay unto Your Orator the aforesaid Sum of Two hundred and Nine Pagodas Twenty three Fanams and Twenty Eight Cash with all such Interest as now is or shall hereafter become due thereon as also all Cost of this Suit

May it Please this Honble Court to cause the said Appoo Pillay and Venkatachela Pillay to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and his distrute 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.

John Wilkenson
Atty for Compl.

2d June 1792.

This Bill was shewn to me between the days of adjournment Let Summons Issue Returnable Next Court Day.

Andrew Ross
Mayor

D.r Appoo Pillay and Venkatachela Pillay in Account Current &c.
with Eguambra Moodaliar . . . . . &c.

1787 Sept.r 17		To the Amount Balance of your Joint and Seperate Bond of this days date	167	6	5	1792 June 22	By Balance due	209	23 78
1792 June 22		To Interest on.d from the 10. May 1790 to this day being 2 Y. 1 month & 12 days at 12 ₹ Cent ₹ Annum	42	17	73				
		Pagodas	209	23	78			Pagodas	209 23 78

Madras 22d June 1792

E.E. & O. Signed / T.B. Lattyle

Mone Exp.t
John Wilkenson
atty for Compl.t

Mayor's Court at Madraspatnam

Tuesday the 9.th Day of October Anno Domini 1792

Present
Andrew Ross Esquire Mayor
William Webb and John Mitford
Aldermen

Between Eguambra Moodaliar of Madras Inhabitant by his Assignee Mathew Mark of the same place Inhabitant Complainant and Appoo Pillay and Venkatachela Pillah also of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the

the Usual Rules have issued for the Defendant Appoo Pilley 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 Appoo Pilley shall pay unto the Complainant the full and Just Sum of Two hundred and Nine Pagodas twenty three fanams and Seventy Eight Cash/ Pagodas 209–23–78./ together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Filed 9th Octr 1792

In the Honble the Mayors Court at Madraspatnam

Between Cauvery Vauvey Veneara Naranapiar late of Tyagum near Madura but now of Madras inhabitant Complainant

and

Vejia Venkatapaty Naick Bahadar late of Armenbutcons of Madras inhabitant Defendant

The Humble Petition of the above named Complainant

Sheweth

That the above named Defendant Stands justly and truly indebted to him this Complainant in the full and just Sum of One hundred and Seven Pagodas and Seven fanams, for goods sold and delivered, and for which he the said Defendant has given his Bond, and this Complainant having employed his attorney Mr George Pilkington to take to file a Bill of Complaint in this Honble Court to recover the same, and having himself attended on the last Court day to make oath to the justness of his said Debt, he was informed that the same was not admitted to be brought before this Honble Court, and having since been advised thereupon he most humbly presumes, that he as well as the Defendant in this Cause, are within the Jurisdiction of this Honble Court but are not within the meaning of the exception contained in the Charter of George the second granted to the Honble the East India Company in One Thousand Seven hundred and fifty two, by which Charter this Honble Court are authorized to "try hear and determine all "Civil Suits, actions, and pleas between Party and Party, that "shall arise or happen within the Town of Madraspatnam, "or within any of the Factories Subject or Subordinate unto "Fort Saint George, except such suit or action shall be "between the Indian Natives of Madraspatnam only: of "which discription neither Your Petitioner nor the Defendant are

Your Petitioner therefore most humbly prays that this Bill of Complaint as aforesaid, may be permitted to be filed in this Honble Court, and that a Summons may issue against the Defendant to Answer to the same

And your Petitioner as in Duty bound shall Ever Pray

Jno Bristow
A Woodford

Geo. Pilkington
Atty for Compt.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 9th Day of October Anno Dominii 1792

Present

Andrew Ross Esquire Mayor
William Webb and John Mitford
Aldermen

Causey Vausey Sencana Naranapiea
Vizia Vencatapuety Naick Bahader

Petetion of the Complainant praying that he may be at liberty to file a Bill of Complaint in this Cause against the above named Defendant and that a summons may issue thereon read and filed this day — The Court having taken the same into Consideration are Unanimously of Opinion that the Petetion should be Agreed —

Fild 22 December 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Antony of Madras Inhabitant that Alexander alias Alexo also of the same place Inhabitant stands Justly and truly indebted unto Your Orator in the full and Just Sum of Fifty One Star Pagodas Current Money of Madras making in Lawful Money of Great Britain at the rate of Eight Shilling for every Pagoda the Sum of Twenty Pounds and Eight Shillings 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 to which Your Orator begs leave to refer and prays the same may be taken as part of this his Bill of Complaint the Original being 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 an amicable Manner Requested payment from the said Alexander, alias Alexo of the said Sum of Fifty one Pagodas —

But now so it is may it please this Honble Court the said Alexander alias Alexo 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 Alexander alias Alexo may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things hereinbefore set forth and alledged as fully truly and effectually to all intents and purposes as if the same were here again Repeated and particularly interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of Fifty One Pagodas together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit May it please this Honble Court to Cause the said Alexander alias Alexo 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 prescribed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Direction therein as to this Honble Court shall seem meet —

Fort St. George 22d. December 1791.
This Bill was shewn borne in the
day of Adjournment to be Summons
Ye returnable Next Court day
Andrew Ross
Mayor

Stuart Hall
Jno. Hamilton
Attys. for Ampt.

Dr. Alexander Alias Alexo in Account Current with Antoney. Cr.

1789				1789			
March	31	To a Set of Gold Beads or Necklace which you have detained on your possession and refused to account for Valued	26	March	31	By Balance	54
		To a Set of Gold Beads or Cyrah manney &c.	12				
		To Gold Cauray. Dr. Dr.	8				
		To Brass Utensils detained by you & Valued	6				
		Pagodas	54			Pagodas	54

Madras 31st March 1789

E E & C / Signed / J Stuart Hall

a true Copy

J Stuart Hall

Jno Hamilton

Atty for Compt.

Madras 31 July 1792

The Answer of Alexander alias Alexo of Madras Inhabitant Defendant to the Bill of Complaint of Anthony of the same place Inhabitant Complainant.

This Defendant saving and reserving to himself all and all Manner of benefit and advantage of Exception to the many errors uncertainties and insufficiencies in the Complainants said Bill of Complaint contained for answer thereunto or unto so much thereof as this Defendant is advised is material or necessary to make answer unto answereth and saith that he does not stand indebted to the said Compt.

in the full and just sum of Fifty one Star Pagodas Current money of Madras as he and by the said Bill of Complaint is untruly set forth nor in any other sum whatever. This Defendant prays leave to state that the said Complainant who is a Brother of this Defendants wife has no manner of right or claim whatever to the several Joys and other articles mentioned in the Account Current to his Bill of Complaint annexed for that all the said Joys excepting the second Item to wit a set of Gold Beads or Veeramaney which were purchased by this Defendant were given to this Defendt. and his Wife by one Pargasby her God Mother during her life time and who at the time of her death did by virtue of her last Will and Testament make and constitute this Defendant and his said Wife her sole Heirs as by the said Will in the possession of this Defendant and ready to be produced when required, relation being thereunto had will more fully and at large appear. And this Defendant for further answer saith that the Complainant in order to forward his Iniquitous purposes and thereby to extort an extraordinary sum from this Defendant has greatly over valued the said Jewels particularly the first Item which instead of Twenty five Pagodas is only worth eight Pagodas and sixteen Fanams. And this defendant further saith that from necessity occasioned by the poorness of his Circumstances all the said Joys have at different times been mortgaged for the subsistence of himself and Family. This Defendt. saith that some time in or about the Month of April which was in the year of our Lord One thousand seven hundred and ninety One having occasion to go with his Family to Pulliecat the said Complainant taking advantage of their absence

absence went to this Defendants house, broke open the Door and stole from thence several articles together with all this Defendants papers Carjan writings and and Accounts And this defendant further saith that on his return from Pulliat being informed of the Complainants unlawful proceedings in his absence he procured a Petition to be drawn up to the then sitting Justice stating the aforesaid circumstances and praying redress whereupon the said Justice was pleased to order the said Complainant to be brought before him to examine into the truth of the Matter; but the said Complainant being apprised thereof immediately applied to Messrs. Hall and Hamelton who wrote a Letter to this Defendant requiring the payment of one hundred and eighty five Pagodas a by a copy of the said Letter hereunto annexed will more fully appear And this Defendant further saith that the said Complainant having filed a Bill of Complaint in this Honble Court against this Defendant for the sum of Fifty one Pagds instead of one hundred and eighty five which in the first Instance he pretends to be due affords another proof of the want of foundation of any legal claim and demonstrates that his object has been to harrass and distress this Defendant with an unjust and vexatious law suit

All which Matters and things this Defendant is ready and willing to aver maintain and prove as this Honble Court shall direct and therefore most humbly pray to be hence dismissed with Costs and Charges in this behalf most wrongfully.

Wrongfully sustained

Sworn to in Court this 31st. July 1792 having been previously explained to the Defendant by the Court Interpreter

The + mark Alexander alias Alexo

G. Taylor
Regr

G Chalmer
atty for Defendt

Alexo

We are intrusted by Anthoney to demand payment from you of the sum of 185 Pagodas you are indebted to him and in default of your compliance therewith to file a Bill against you without delay for the recovery thereof

Fort St George
the
12. July 1791

We are your Friends
Signed Hall & Hamelton
atty at Law

true Copy
G Chalmer
atty for Defendt

Filed 7th augst 1792

In the Honble the Mayors Court at Madraspatnam

Between Anthony of Madras Inhabitant Complainant and Alexander alias Alexo also of the same place Inhabitant Defendant.

Exceptions taken by the Complainant above named to the answer put in by the said Defendant to the said Complainants Bill of Complaint

First

First This Exceptant does Except to that part of the Defendants answer wherein he the Defendant does express himself as follows to wit "This Defendant saith that some time in or about the month of april which was in the Year of our Lord "One Thousand Seven hundred and ninety One having occasion "to go with his Family to pullicat the said Complainant "taking advantage of their absence went to this Defendants "house, broke open the Door and stole from thence several "articles together with all this Defendants papers Cadjans "Writings and Accounts" and this Exceptant submits to this Honble Court that the matter so Excepted to by this Exceptant is scandalous and impertinent.

Secondly This Exceptant does Except to that part of the Defendants answer wherein he Expresses himself as follows to wit and "this Defendant further saith that on his return from "Pullicat being informed of the Complainants unlawfull "Proceedings in his absence he procured a petition to be "drawn up to the then sitting Justice stating the aforesaid "Circumstances and praying redress whereupon the said "Justice was pleased to Order the said Complainant to be "brought before him to Examine into the truth of the matter "but the said Complainant being apprised thereof immediately "applied to Messrs Hall and Hamelton who wrote a Letter "to this Defendant requiring the payment of One hundred "and Eighty five Pagodas as by a Copy of the said Letter hereunto "annexed will more fully appear" And this Excepted to by this Exceptant is impertinent and irrelevant.

Wherefore this Exceptant prays that the said Several matters in the Defendants said answer Contained and so Excepted to as aforesaid may be Expunged from the Record with Costs to be paid by the Defendant.

J Stuart Hall for himself and John Hamelton } Attys for Exceptt

Filed 11th Septr 1792

In the Honble the Mayors Court at Madraspatnam

Between Anthony of Madras Inhabitant Complainant and Alexander alias Aleas of the same place Inhabitant Defendt

The Answer of the abovenamed Defendant to the Exceptions taken by the abovenamed Complainant.

To the first Exception made by the Complainant to certain parts of this Defendants Answer in the said Exceptions mated, and which the Complainant charges to be scandalous and impertinent, this Defendant for Answer thereunto says that the same is neither scandalous nor impertinent. This Defendant further says that in the Chancery Practice Vol 2d Page 133 It is therein setforth that "there are many cases where although the words in the "Record are very scandalous, and highly reflecting on "the party yet the Court does not think them so espe- "cially where they are material and tend to a discovery of

of the very matter in question. This Defendant saith that the aforegoing Quotation doth apply in the presence case, for that the Matters excepted to, are facts connected with the subject of the cause, and which he will hereafter prove. If they are not proved this Honble Court at the hearing will of course expunge such part as shall then appear to be scandalous, impertinent or foreign to the real matters in issue—

In Answer to the Second Exception this Defendant saith that the matters therein excepted to are neither Irrelevant nor impertinent and that the object of the Complainant in excepting to them is done with a view to suppress those facts which when fully discovered will plainly shew that the object of the present suit is to harrass and distress this Defendant, and ill founded. This Defendant humbly conceives that this Honble Court will not consider it as either impertinent or irrelevant, in him to have stated that upon his return from Pullicat finding that he had been deprived of this property by the Complainant he had applied to the Justice of the Peace to obtain that redress which every man has right to nor does this Defendant conceive that this Honble Court will judge it to be either impertinent or irrelevant in him to have stated that the Complainant being apprised of this application to the Justice had himself applied to Messrs Hall and Hamilton who wrote a Letter to this Defendant requiring the payment of one hundred and eighty five Pagodas as by the Copy of the said Letter of the Answer annexed would more fully appear,

In setting forth these particulars this Defendant—

meant—

meant only to shew that the object of the Complainant in instituting the present suit was to screen himself from that punishment which his conduct merited, and that by constrasting the demand for one hundred and eighty five Pagodas with the amount for which the present Motion is brought it would appear that the whole is a fictetious claim—

For all which matter and things this Defendant prays that the said Exceptions may be over ruled with Costs—

G. Palmer
Atty for Defendt

Extract from the Minutes of a Court Held at the Town Hall
Tuesday the 9th Day of October Anno Domini 1792—

Present
Andrew Ross Esquire Mayor
William Webb and John Mitford
Aldermen

Anthony
over
Alexander alias Alexo
Bill with Copy of an Account Current annexed Read.—
Answer Read.—
Exceptions to the Answer Read
Answer thereto Read.—

The Complainants Exceptions to the Defendants Answer and the Answer thereto Coming in to be Argued and Determined this Day in the presence of the Attornies on both Sides On Hearing the Arguments made Use of by the Attornies and on due Consideration had thereon

Malabar

thereon The Court are of Opinion that the Exceptions are insufficient it is therefore Ordered that the Exceptions be thrown out with Costs.—

Filed the 11th Octr 1792

In the Honble the Mayor's Court at Madraspatnam

Between Vamala Soobiah of Madras Inhabitant Complainant and Colah Panjiah of the same place Inhabitant Defendt

The Affidavit of Mostiah Moodelly of Madras Inhabt

The said Deponent maketh oath and saith that he is known to and well acquainted with Batasawmy Venkatasawmy Naik one of the Bail offered in the above cause, and that he has so known him for the space of ten years or thereabouts. That he is also well acquainted with the circumstances of the said Batasawmy Venkatasawmy Naik and that so far from being worth any money he is on the contrary considerably indebted. And this Deponent further saith that his House is not worth more than one hundred and thirty Pagodas and that the same is mortgaged for the full amount of its value.

Sworn before me
Sd Thalmer
Mayor's Court

A True Translation as near as Can be from the Malabar Language

Ramganaudom
Interpreter

Filed the 11th Octr 1792

In the Honble the Mayor's Court at Madraspatnam

Between Vamala Soobiah of Madras Inhabitant Complainant and Colah Panjiah of the same place Inhabitant Defendant—

Sd Thalmer
Mayor's Court

The Affidavit of Verasawmy Naick of Madras Inhabitant

This Deponent maketh oath and saith that he Knows Pilla Latchoomiah one of the Bail offered in the above Cause and that he has so Known him for the space of six Years or thereabouts. That he is also acquainted with the circumstances of the said Pilla Latchoomiah and which this Deponent Knows to be very poor, That his mode of getting a livelihood is by procuring employment as a Writer but that he is at present without any employ and—

And the Defendant further maketh oath and saith that all the Effects which the said Bille Latchemiah is possessed of is his wearing apparel and Joys not exceeding Fifty Pagodas and also his claim to the fourth part of a house which in value is not more than three hundred Pagodas—

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

Ramjenaudom
Interpreter

Gentoo

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of October Anno Domini 1792—

Present

Andrew Ross Esquire Mayor
James Call and James Daly
Aldermen

Vamola Soobiah
Cotah Parupiah

Day is given the Defendant till the 23d. Instant to answer the Complainants Bill

Affidavit of Mootah Moodelly and Veerasawmy Naick to prove the Insufficiency of the Bail offered last Court day by the Defendant Sworn to before the Mayor and filed the 17th Instant — Affidavits Read— The Court having taken the same into Consideration it is Ordered that the Defendant be put in Irons— Nagamah Chitty and Venetashe Naick as Bail for the Defendant to whom the Opposite Attorney objects as insufficient and prays that he may be allowed till Thursday Next at 12 o'Clock in the forenoon to enquire into their Sufficiency— Ordered Accordingly— and It is further Ordered that if no Exceptions are filed the Bail then to become absolut upon Justification and that in the mean time that the Defendt. do remain in the in the Custody of the Sheriff— Nagamah Chitty and Venetashe Naick become Bail till Thursday Next taken and Acknowledged in Court—

Filed 15th Oct.r 1792

Gentoo.

In the Honble the Mayor's Court at Madraspatnam

Between Peerapanty Venca-
taramiah of Madras Inhabi-
tant administrator to the Estate
and Effects of Dorrawaurla Sey-
yapiar Deceased Complainants.

and

Veeraswamy Gungar formerly
Amuldar of the Districts of the
Company's Jaghire but at pre-
sent of Madras Deceased

The Affidavit of Peerapanty Vencataramiah
the above named Complainant.

This Deponent maketh Oath and
saith that the above Named Defendant stands justly and
truly indebted unto him in the full and just Sum of Two
Thousand four hundred and Seventy One Star Pagodas
thirty One fanams and forty Cash Current Money of Mad-
-ras, for the recovery of which this Deponent has filed his
Bill of Complaint in this Honorable Court on the Nine-
-teenth day of September last

P. Vencataramiah
for Complainant

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

Ranganaudom
Interpreter

Extrad from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and James Daly

Aldermen

Pesseauty Vencataramiah Administrator of Doraswa-
-sala Iyyapiah Deceased

Veerasawmy Pengar

Day is given for the Defendant till the 23d Instant to answer the Complainants Bill

Affidavit of the Complainant Sworn to before the Mayor and filed the 15th Instant — Warrant of arrest returned Served — The Defendant in Custody — The Attorney for the Complainant prays that the Defendant may be held to Bail — The Defendant having no Bail to produce — Ordered that he do Remain in the Custody of the Sheriff

Filed 16th Octr 1792

In the Honble the Mayor's Court at Madraspatnum

Between Arabanum Paupiah
Baramony Complainant

and

Pauda Cambrum Streekistna
Defendant.

The Affidavit of Soorthra Ger of Madras Inhabitant —

The above named Deponent being duly sworn depo-seth and saith that he has been Credibly informed and verily believes the truth is to be that Thomas Parry Esquire the Ex-aminer of this Honble Court is the agent of the above na-med Complainant in all his affairs and transactions and fur-ther the Deponent says he has heard and verily believes the fact so to be that the above named Complainant has assigned over to the said Thomas Parry all his the said Complainants property and that Mr John Wilkinson the said Complai-nants attorney in the above Cause did draw the said deed of assignment and set and subscribe his name thereto as a Witness to the due Execution thereof

A True Translation as near as Can be from the Mala--bar Language —

Ranganaudom
Interpreter

F. Shakespear
Examined & Sworn before me
John Hamilton
Mayor Deputy

Extrad from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and James Daly

Aldermen

Avadanum Paupiah Braminy

Vers

Penda Cavadram Streekistnah

Messrs Hall and Hamilton for Mr. John White attornies for the Defendant pray leave to file the Affidavit of Soonthra Cger as Cause against the Motion made last Court day by the attorney for the Complainant that the Original Exhibits might be handed over to the Examiner to Examine Witnesses and thereupon pray that a Commission may issue directed to Thomas Stevens and Hugh Innes to Examine Witnesses in this Cause for that it appears from the affidavit that the Examiner is interested in the Cause — The attorney for the Complainant acquaints the Court that the Interest of the Examiner in the Suit of any transferred has been waived and that the Examiner being a Sworn Officer of this Court ought not to loose the Emoluments of this Office because he is supposed by the affidavit that he is the Assignee of the Plaintiff the General Attorney or Agent — The Court taking the same into Consideration are of Opinion that a Commission ought to issue — The Attornies for the Complainant names Peter Mafsey Esqr and John Hall as his Commissioners — Ordered that the Commission do issue directed to any two or three of the above named Commissioners for the Examination of Witnesses in this Cause returnable in one Month —

Filed 16 Octr 1792

In the Honble the Mayors
Court at Madraspatnam

Between Vegaya Rungum
Vencatammal and Mercammah by
their Guardian Nayroo Rangoa Chitty
Petitioners and Manaly Chinniah
Moodelly and Saumah Mungatay
Ummaul are Respondents In a Cause
wherein the said Manaly Chinnah
Moodelly was Complainant and
the said Saumah Mungatay Um
maul as Executrix of Saumah Ca
racamaul who was the Administ
tratrix of Awala Vencatia De
ceased was Defendant

The affidavit of Nayroo Rayaah Chitty Guardian to
the above named Petitioners

Nayaroo Rayaa Chitty the Guardian of the Petitioners
above named being duly Sworn deposeth and saith that he has
already produced two Witnesses before the Examiner of this
Honble Court in the above matter who this Deponent say
he believes have given their Depositions and the Deponent
further says he has yet three other material Witnesses Na
mely Ramyapa Chitty ar Nayar Nadanaloo and Se
shachetty Tebingah, to be Examined without whose Evidence
the Deponent says he is advised he cannot safely proceed to
trial and the Deponent as Guardian aforesaid further said
that he will not use any unnecessary delay in the above
matter

Sworn at Madraspatnam
Jno Hamilton

Signed Nayaroo Rayaa Chitty

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

Ranganaudown
Interpreter

Gentoo

7

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and James Daly

Aldermen

Mannaly Chinniah Moodelly

&c.s

Sanna Mangathoy

The Attorney for the Respondent prays that Publication may pass in this Cause between the Petitioner and the Respondent — to which the Attornies for the Petitioner object — and pray leave to file the Affidavit of Nayaree Ragwah Chetty the Guardian of the Petitioner sworn to in Court this day upon which they pray a further time of One Week to Examine Witnesses — Affidavit Read and filed — Ordered that a further time of One Week be allowed and in default of which that Publication do pass. —

Messrs. Hall and Hamilton attornies for Vejayarungam and others by their Guardian Nayaree Ragwah Chetty Petitioners pray that the Deed of Adoption delivered into Court may be handed over to the Examiner to Examine Witnesses thereto — Ordered Accordingly —

Filed in Court 7th Augt 1793

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Pullian Yagapah Chitty of Madras Inhabitant that John Durand and John Sollier —

1539

Sollier of the same place Inhabitant being indebted to your Orator, in a Sum of Two hundred and Sixty one Star Pagodas Current Money of Madras did in Order to Secure the Repayment thereof with Interest at and after the rate of Nine per Cent per annum, enter into one Bond or written Obligation bearing date at Madras the Twenty fourth Day of December which was in the Year of our Lord One Thousand Seven hundred and Ninety wherein the said John Durand and John Sollier did acknowledge themselves to be held and firmly bound to your Orator in the Penal Sum of Five hundred and Twenty two Pagodas Current Money of Madras with Condition thereunder written that if the said John Durand and John Sollier their Heirs Executors Administrators and Assigns should well and truly pay or cause to be paid unto Your Orator his Heirs Executors Administrators and Assigns the full and just Sum of Star Pagodas Two hundred and Sixty one on the Twenty fourth Day of December which should be in the Year of our Lord One Thousand Seven hundred and Ninety one together with such Interest as Should or might become due thereupon then the said Obligation to be Void and of no Effect otherwise to Continue in full force as by the said Bond or Obligation in the possession of Your Orators Attorney at Law and ready to be produced when Required Relation being thereunto had doth and will more fully and at large appear and Your Orator further sheweth that there is now due for Principal and Interest on the said Bond the Sum of Two hundred and Ninety Six Pagodas Thirty three fanams and Forty Cash Current Money of Madras —

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 Sixteen Shillings and Seven Pence as thereabouts as by an Account Current Copy whereof is hereunto annexed and the Original ready to be produced when Required will more fully and at large appear which said Sum of Two hundred and Ninety Six Pagodas Thirty three fanams and Forty Cash your Orator that frequently and in an amicable manner demanded payment of

But now so it is may it please this Honble Court the said John Durand and John Sollier Attorney and willfully refuse to pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a general Relief as to this Honble Court shall appear agreeable to Equity and good Conscience. To the End therefore the said John Durand and John Sollier may upon their Corporal Oath full true direct and perfect answer make to all and singular the matters and things herein before set forth and alledged as fully truely and Effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated unto and that they may be Decreed to pay unto your Orator the aforesaid Sum of Two hundred and Ninety Six Pagodas Thirty Three fanams and forty Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said John Durand and John Sollier 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.

This Day of August 1792

John Wilkenson
Atty for Compl.t

This Bill was shewn to me in the Court of Adjournment till a Summons if you return able next Court Day

Dr. John Durand and John Sollier in Acct with Paulian Jagapah Chitty &c.

1790 Dec.	24th	To Amt. your Bond of this Date payable with Int. at 9 pr. Cent pr. Annum	261	By Ballance	296 33 40
1792 July	4th	To Int. thereon to this Day being for 1 Year 6 Mos. 8 Days is	35 33 40		
		Pagodas	296 33 40		Pagodas 296 33 40

Madras 4th July 1792

E. E. (Signed) Paulian Jagapah Chitty

A true Copy
John Wilkenson
Atty for Compl.t

Mayor's Court at Madraspatnam

Tuesday the 16th Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor
James Call and James Daly
Aldermen

Between Paulian Yagapah Chitty of Madras Inhabitant Complainant and John Durand and John Sellier of the same place Inhabitants Defendts

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 Defendants do pay unto the Complainant the full and Just Sum of Two hundred and Ninety Six Star Pagodas Thirty three Fanams and forty Cash / Star Pagodas 296. 33. 40. / together with all such Interest as now is or Shall hereafter become due thereon untill full payment is made the all Costs of this Suit.

Filed 16th October 1792

To the Honble the Mayors Court at Madraspatnam

Between Anthony Complainant and Alexander alias alias Defendant

The Humble Petition of the above named Complainant

Sheweth

That on the twenty second day of December which was in the year of Our Lord One Thousand Seven hundred and ninety one Your petitioner did Exhibit and file his Bill of Complaint in this Honble Court against the Defendant above named to which said Bill the said Defendant did put in a plea and that the said Plea being set down to be argued and having accordingly come on to be Argued on the Ninth day of July in the present year of Our Lord One Thousand seven hundred and ninety two the same was over Ruled and the Defendant directed to put in an Answer that on the third day of July following the Defendant did accordingly put in his Answer to which Your Petitioner did Except on account of the highly scandalous impertinent and irrelevant Matter therein Contained that the said Exception having come on to be argued accordingly on the Ninth day of October following the Honble Court was pleased to dismiss the same with Costs — and as Your Petitioner conceives that such his Exceptions were well grounded and that he is greatly aggrieved by the said order of this Honble Court of the Ninth day of the present Instant October

Your Petitioner in Conformity to the Order of this Honble Court Regarding interlocutory Matters humbly prays Leave to appeal therefrom

And Your Petitioner will Ever pray

Stuart Hall } Attys for Petr
Hamilton }

154

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and James Daly Aldermen

Anthony

Alexander alias Alexe

Petition of the above Complainant praying leave to appeal from the Interlocutory Order of the Court of the 9th Instant which by the Complainants Exceptions to the Defendants Answer were over Ruled and stiles this day.—

The Court having taken the same into Consideration are Unanimously of Opinion that the Petitioner ought not to be allowed to Lodge an appeal from the Order of Court of the 9th Instant—

Filed 16th August 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Manuk Peter of Madras Armenian Merchant that Narrayndoss Vandavendoss and Moorlidoss Nagardoss of the same place Gentoo Merchants stand indebted unto Your Orator in the full and just Sum of Two hundred and Thirty One Pagodas Eighteen Fanams and Seventy Cash Current Money of Madras, Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Ninety Three Pounds and Seven Shillings 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 the Original whereof together with the Original Bond or Obligation as referred to in the said Account Current are in the Possession of your Orator and ready to be produced to this Honble Court that he hath frequently and in a friendly Manner requested the Payment of the said Sum of Two hundred and Thirty One Pagodas Eighteen Fanams and Seventy Cash

But now so it is and may it please this Honble Court the said Narrayndoss Vandavendoss and Moorlidoss Nagardoss Obstinately and wilfully refuse to pay the same or to give your Orator any manner of satisfaction touching the Premises Your Orator Prays a general Relief as to this Honble Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Narrayndoss Vandavendoss and Moorlidoss Nagardoss may upon their respective and Corporal Oath full true direct and perfect answer make to all and Singular the matters and things herein before set forth and alleged as fully truely and effectually to all intents and purposes as if the same were here again repeated and particularly interrogated and that they may be decreed to pay unto your Orator the aforesaid Sum of Two hundred and Thirty One Pagodas Eighteen Fanams and Seventy Cash with Allowed interest as now is or shall hereafter become due thereon also all Cost of the Suit

May it Please this Honble Court to Cause—

Cause the said Nuwingdoss Vendavendoss and Moorlidoss Na-
gardoss to be Summoned and Required by the Sheriff of
Fort Saint George Town of Madraspatnam and the Districts
thereof personally to Come 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 Bill of Complaint and further to stand to abide
by such Order and Decree therein as to this Honble Court
shall seem Meet.

16th August 1792.

Popham
atty for Compt.

This Bill was Sworn to me between
the days of Sojournment, the Com-
plainant having Sworn to the Justness
of this Demand and that he hath Reason
to believe that the Defendants will ab-
scond from Madras on hearing that a
Bill is filed against them, let a Sum-
mons returnable immediately and a
Warrant of Arrest issue thereon

Andrew Ross
Mayor

Dr Nuwingdoss Vendavendoss & Moorlidoss Nagardoss in Account with Manuk Sattur

1790						
Feby 1	To Cash Received of Moorlidoss Nagardoss					60
15	Do Do Do					40
March 15	Do Do Do					20
Decr 6	Do Do Do					30
1791						
Augt 22	Do Do Do					70
Novr 24	Do Do Do					20
						270

1792 Augt 16 To Interest thereon from this day at 9 p Cent per Annum

Augt	16	270	60
	17	270	15
	18	270	15
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Pagodas 5417 19 3a.

Errors Excepted
Madras 17th August 1792.
E. E. & C.

Popham

1739 Septr 10 To Sum Notes this day ag[ainst] Deft for Sum of Pags 1000 Atten Months Int. — 1000

1792 Augt 17 To Interest on the above Sum 1 Month this day at 9 p Cent per Annum — 10

Pagodas 1010

Filed 16th Augt 1792

In the Honble the Mayors
Court at Madraspatnam

Between Manuck Sutter of
Madras Armenian Merchant
Complainant and Narrinadoss,
Veerdavendoss, and Moorlidoss-
Nyandoss also of the same place
General Merchants Defendants

The above named Complainant Maketh Oath and
saith that the above named Defendants stands justly and truly
indebted unto this Deponent in the full and just Sum of Two
hundred and Thirty one Star Pagodas Eighteen Fanams and
twenty Cash and this Deponent further saith that the Nature
of this Demand is fully stated in the Copy of an Account Current
annexed to this Bill of Complaint filed the day in this Honble
Court and this Deponent further saith that he hath Reason
to believe that the above named Defendants will abscond
from Madras on hearing that a Bill is filed against them

A true translate as near as can be from Armenian language

Sworn to be a true Translation
as near as Can be from an
Armenian language by
Denis Philippus Calandar
before me this 16 August
1792 -

Denis Philippus
Bispham
att'y for Compt

Andrew Ross
Mayor

Filed 23d octobr 1792

In the Honble the Mayors
Court at Madraspatnam

Between Manuck Sutter of
Madras Inhabitant Complainant
and Narrinadoss Veerdavendoss -
and Moorlidoss Nagardoss also of
the same place Inhabitants Defendant

The Affidavit of Joshua Crampton one of
Sergeants of this Honble Court -

This Deponent maketh Oath and
saith that he did personally attend at the Town Jail and -
Served the Defendant Narrainadoss Veerdavendoss with three
Rules

Rules issued out of this Honble Court for the said Defendant to answer the Complainants Bill the last of which was a Peremptory one in the words and figures following to wit - Further says given the Defendant Nanjingadoss Vendavanadoss till the 26. Instant to answer the Complainants Bill in default of which Judgment will be given for the Complainant -

Town Hall
4th October 1792

H Cuz

G. A. Atkins
D. Sec.

Sworn to in Court
this 23d October 1792
G. Taylor
Reg.

Joshua Crampton
Mace Serjeant

Mayors Court at
Madraspatnam

Tuesday the 23d Day of October
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
John Metford and Alexander Cockburn
Aldermen

Between Manuck Satoor
of Madras Armenian Merchant
Complainant and Nanjingadoss
Vendavanadoss and Mandid-
Nagadoss of the same place
Gentoo Merchants Defendts

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant Nanjingadoss Vendavanadoss 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 Nanjingadoss Vendavanadoss shall pay unto the Complainant the full and Just Sum of Two hundred and thirty One Star Pagodas Eighteen Fanams and Seventy Cash / Star Pagodas 231 - 18 - 70 / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

H Cuz

Filed the 18th Oct. 1792.

In the Honble the Mayors Court at Madraspatnam

Between Vanala Soobiah
of Madras Inhabitant Com-
plainant and Cotah Perpiah
of the same place Inhabitant
Defendant -

The Affidavit of Runga Naygoo of Madras Inhabitant -

This Deponent maketh oath and saith that he is well acquainted with Singanah Chitty mentioned in the above cause and that he has known him for the space of five Years or thereabouts That he is also acquainted with the circumstances of the said Singanah Chitty & his mode of living and says that he is very poor and is at present without any Kind of employment And this Deponent further maketh oath and saith that the said Singanah Chitty being unable to maintain and support himself that he is kept by his Brothers in the House left them by their Father.

This Deponent further maketh oath and saith that the whole property of the said Singanah Chitty consists in his right to a third share of the said house, and which is worth only Four hundred Pagodas, and his wearing Apparel and Jays which are not worth

G. Palmer
Attorney for Compt

worth more than Sixty Pagodas—

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

Ranganaudom
Interpreter

Gentoo

Filed the 18th Oct 1792

In the Honble the Mayor's Court at Madraspatnam

Between Vimala Sorbiah
of Madras Inhabitant Complai-
nant and Otah Pupiah of the
same place Inhabitant Defend-t

The Affidavit of Ramasawmy of Ma-
dras Inhabitant—

This Deponent maketh oath and
saith that he is known to and well acquainted with Vencatasa
Naick one of the Bail offered in the above Cause and that he
has so known him seven years or thereabouts. This De-
ponent further maketh oath and saith that the said Ven-
catasa Naick has no other Trade or Occupation to gain
his livelihood by, but having the Office of Shipbroker in
the quality of Dubash and that the little profits
and customs on the Articles which he supplies
them with constitute the whole of his subsistance.
This Deponent further saith that the whole pro-
perty of the said Vencatasa Naick consists in the
third share of a House which is not worth more
than Three hundred Pagodas, but that he is indebted
to different people in various small sums of money to
the amount of One hundred Pagodas or thereabouts—

Sworn before me
Geo. Stratton
Mayor

A True Translation as near as can be
from Gentoo Language—

Ranganaudom
Interpreter

Gentoo

Extrad from the Minutes of a Court Held at the Town Hall
on Tuesday the 23th Day of October Anno Domini 1792

Present
Andrew Roß Equire Mayor
John Mitford and Alexander Ockburn
Aldermen

Vamola Soobiah
vers
Cotah Paupiah

Affidavit of Ramasawmy and Runga
Naygles to prove the Insufficiency of the Bail offered
last Court day Sworn to before the Mayor and filed the 18.
Instant read this day — Ordered that the Defendant do
put in better Bail — Mathy Canyala Venatasham
Naidoo

Naidoo and Sawmy Mookonadel become Bail for the Defendant
taken and acknowledged in Court this day having previously been
Accepted by the Attorney for the Complainant — The Attorney
for the Defendant prays his Client may be released from the
Custody of the Sheriff — Ordered accordingly —

Fida 23d Octr 1792

In the Honble the Mayors
Court at Madraspatnam
Laughlin MacKennon
vers
Samuel Young —

The affidavit of the Above named Defendant Samuel Young

The above named Defendant Samuel Young ma-
keth Oath and Saith that at the time of receiving the Copy of the
Bill of Complaint of the above named Complainant he was at
Angole about Two Hundred Miles to the Northward of Madras
in the exercise of his Situation of Pay master in the Service of
the United Company of Merchants of England trading to the
East Indies and immediately applied to the Government of
Fort Saint George for leave to repair to Madras in order to
answer the same, that on obtaining leave he proceeded with
out delay to Madras where he did not arrive till the Nineteenth
Instant — That he hath not been able to bring all the Papers with
him Respecting the matters charged in the Bill but hath upon
their arrival with in One Week, and he verily believe he will be
able to Compleat his Instructions to his Attorney at Law to
answer the above Bill of Complaint within ten days from
this Date —

Sam Young

Sworn in Madras
this 23d day of October 1792
Before me
Jn. Hall
Secr. to Burman

Popham
Attyfor Deft.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 23d. Day of October Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

John Mitford and Alexander Cockburn

Aldermen

Lachlin Mackenzie

Samuel Young

Affidavit of the Complainant to the Justness of his Demand Sworn to in Court Read and filed this day The Attorney for the Complainant prays that the Defendant may be held to Bail – The Attorney for the Defendant prays he may be allowed till Tuesday Next at 12 o'Clock the forenoon to put in Bail – Ordered Accordingly – and in default thereof that Warrant of Arrest do issue – Mr Stephen Peters Attorney for the Defendant prays leave to file the affidavit of the Defendant Sworn to before Mr Aldermen Call this day upon which he prays he may be allowed fourteen days to file the Defendants Answer to which the Attorney for the Complainant objects and prays a Decree may pass as the peremptory rule expires this day Affidavit read and filed – Ordered that two Weeks be allowed –

Filed 23d. Oct. 1792

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th. Day of October Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

James Call and James Daly

Aldermen

Benjamin Roebuck and William Abbott

Gadjala Kistnasawmy

Mr. George Palmer for Mr. John White the Attorney for the Defendant prays leave to decline Acting his Client not having furnished him with Instructions to put in the Requisite – Ordered Accordingly – unless Cause be Shewn to the Contrary by Next Court day and it is further Ordered that the Attorney do serve his Client with a Copy of this Minute of which Service Affidavit is to be made –

A True Extract

G. Taylor

Regr

In the Honble the Mayors
Court at Madraspatnam

Between Benjamin Roebuck
and William Abbott Complainants
and Gadjala Kistnasawmy Defdt

The affidavit of Joshua Crampton one of the
Sergeants of this Honble Court—

This Deponent Maketh Oath and Saith
that he did on the Nineteenth day of this Instant October
personally serve the Defendant above named with a Copy
of the within Extract—

Joshua Crampton
Mace Sergeant—

Fort Saint George
23d Octr 1792—
Sworn in Court
G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town
Hall on Tuesday the 23d Day of October Anno Domini
1792

Present
Andrew Ross Esquire Mayor—
John Meyrick and Alexander Cockburn
Aldermen
Benjamin Roebuck and William Abbott
Esqrs
Gadjala Kistna Sawmy

Affidavit of Joshua Crampton of Service of
Notice upon the Defendant of his attorney having prayed
leave to declare acting Sworn in Court Read and filed
this day Ordered that Mr George Chalmer for Mr
John White be permitted to declare acting—Mr
John

John Wilkinson appears as attorney for the Defendant
and prays he may be allowed fourteen days to file
the Rejoinder—to which the Opposite attorney objects and
prays that Issue may Join in this Cause—Ordered—
that two Weeks be allowed.—

Filed 25th Octr 1792

In the Honble the Mayors
Court at Madraspatnam

Between Samuel Charles
Benham and John Ames by their
attorney Samuel Benham by
his attornies Jannis Thomas
and James Bowers Hodson by
his attorney Henry Brouwer—
Complainants— and—

Raganah Defendant

James Stuart Hall one of the attornies of this Honble Court
maketh Oath that having received instructions to file a Bill
against Raganah he did in conformity to his usual mode
of proceeding in similar Cases previously address a Letter to
the person whom he supposed to be the party meant as the
Defendant to the following purport Raganah, We are In-
structed by Mr Brown the attorney of Messrs Thomas and Hodson
who are the attornies to John Ames to demand immediately pay-
ment from you of the sum of 837 Star pagodas the Amount
principal of your note and such Interest as now may be due thereon
and in the Event of your non Compliance to proceed immediately against
you for the recovery thereof Fort St George 1st Sept. 1792" To which
Letter the Deponent did receive Verbal Message purporting
that

J. Stuart Hall
Jas. Hamilton
Attys for Compts

that he the said Raganah would Call on the Deponent and the Depo-
nent says that he said Raganah Neglecting so to do he the De-
ponent did again address him by letter to the purport following –
Raganah, You have promised to Call on me but have not done
so, I am unwilling to take any step against you that may be
the means of heaping Expence and therefore give you this
further intimation which if you neglect I shall to mor-
row morning file a Bill against you 20th September
1792. and the Deponent says that at the time he did address
the said Raganah he did Verily believe him to be the person who
had granted the Note mentioned and alluded to in the above
Letter and that in consequence thereof he did afterwards file
a Bill of Complaint in this Honble Court against him and the
deponent saith that he the deponent did not know until
after the said Bill had been filed that Raganah the person
meant and intended by the said Bill of Complaint
had departed this
life and that he was the father of Raganah the party now
before this Honble Court and the Deponent further says
he has been credibly informed and Verily believes the fact
so to be that he the said Raganah the party now before this
Honble Court was well acquainted with the Matter upon
which the said Bill was brought previous to the same
being filed, and further the Deponent saith he has been
credibly informed and Verily believes the fact so to be that
the said Raganah the party before this Honble Court has now
in his possession and that he so had in his possession for a long
time previous to the filing of the said Bill a Power of Attorney
from John Ames one of the persons mentioned in the said Bill –
relative to the matter on which the said Bill was brought and that
the said Raganah will know that he was not the person meant
and intended by the said Bill –

Stuart Hall

Sworn to in Court
this 23d Oct. 1792

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 23d Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor
John Mitford and Alexander Cockburn
Aldermen

Samuel Charles Bonham and John Ames by their
attornies Samuel Bonham by his attornies James Thomas
and James Bowen Roden by their Attorney Henry Brown
against
Raganah

Affidavit of James Stuart Hall one of the Attornies
of the Complainant Sworn in Court Read and filed this day as
Cause against the Mention made last Court day by the attorney
for Raganah upon the prayer of the Attorney for the Complai-
nant to shew this Cause – Extract from the Minutes of
last Court day Read – The Court having taken the same into
Consideration it is Ordered that the Complainant do pay the
Costs which Raganah has incurred in consequence of the Sum-
mons having been Served upon him – The Mayor dessent to
the Resolution of the Court being of Opinion from the Affidavit
delivered in that Raganah should Ordered to pay the Costs he
has incurred. —

Filed 30th October 1792

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of October Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

James Call and James Daly

Aldermen

Petty Tomboo Naick Administrators of Paucala Rama Sawmy Naick Deceased

vers

Paucala Kistnama Naick

Et E Contra

Messrs James Stuart Hall and John Hamilton attornies for the Original Defendant and Cross Complainant pray leave to decline acting for want of money and Suite to Jurisdiction — Ordered Accordingly — unless Cause be shewn to the Contrary by Next Court day and it is further Ordered that the attorneys do serve their Client with a Copy of this Minute of which Service Affidavit is to be made —

A true Extract

G. Taylor

Regr

In the Hon.ble the Mayors Court at Madraspatnam

Between Petty Tomboo Naick Administrator of Paucala Rama Sawmy Naick Deceased Complainant and Paucala Kistnama Naick Defendant Et E Contra

The Affidavit of Joshua Crompton one of the Serjeants of this Hon.ble Court

This Deponent maketh Oath and saith that he did on the Twenteth day of this Instant October personally serve the Original Defendant and Cross Complainant above named with a Copy of the within Extract —

Joshua Crampton

Mace Serjt

Fort St George

30th October 1792

Sworn in Court

G. Taylor

Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Josias Dupre & Porcher and Henry Chichley Michell Aldermen

Petty Tomboo Naick Administrator of Paucala Rama Sawmy Naick Deceased

vers

Paucala Kistnama Naick

Et E Contra

Affidavit of Joshua Compton of Service of Notice upon the Original Defendant and Cross Complainant of the Attornies having prayed leave to Declain acting Sworn to in Court read and filed this day — Ordered that Messrs James Stuart Hall and John Hamilton be permitted to decline acting — The Attorney for the Original Complainant and Cross

Cross Defendant prays that the Original Defendant and Cross-Complainant may be Next Court day appoint another attorney to act for him in the room of Messrs. James Stuart Hall and John Hamilton — Ordered accordingly. —

Dated 19th October 1792.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ninnapah Mooddeliar of Madras Inhabitant that Venkatakistnan of the same place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Four hundred and forty Star Pagodas Twenty-eight fanams and Sixty five cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of eight shillings for every Pagoda the Sum of One hundred and Seventy six Pounds and four Shillings or thereabouts as will more fully and at large appear by Copy of an account Current hereunto Annexed for the inspection of this Honble Court, to which Your Orator begs leave to Refer and prays that the same may be taken as part of this his Bill of Complaint, the Original whereof being in Your Orator's Possession and ready to be produced whenever this Honble Court shall Require — And Your Orator further sheweth unto this Honble Court that the said Venkatakistnan did on or about the thirteenth day of November which was in the Year of Christ One thousand Seven hundred and ninety — Borrowed and Received from Your Orator the Sum of three hundred and Sixty Star Pagodas and for Securing the Repayment thereof, he the said Venkatakistnan did execute unto Your Orator a Certain Mortgage Bond or written Obligation whereby he the said Venkatakistnan did Mortgage to your Orator a Certain Garden situated Northward to the Bound Ridge between the Gardens of Jadoo Singana Chitty and Chelavaram Nave Balauchunniar and also a Certain House situated in the Street of Nayamanias Garden adjacent to the Shevvacawa pallian Church between the Houses of Catore Venkatasawmy Naicker and Maveecara Virdapen together with the Choultry Bills of sale thereof, And the said Venkatakistnan did also by his said Mortgage Bond or written Obligation Promise and Engage to repay unto Your Orator the said Principal Sum of three hundred and Sixty star Pagodas when the same should be demand, together with all such Interest as should or might become due thereon at the Rate of Twelve p Cent p Annum — in default of Payment of which, he the said Venkatakistnan did by his said Mortgage Bond or written Obligation authorize and empower your Orator to sue him in this Honble Court for the Recovery thereof, as by the said Mortgage Bond or written Obligation duly executed by him the said Venkatakistnan bearing date as aforesaid and ready to be produced and proved to this Honble Court when required, Relation being thereunto had it doth and will more fully and at large appear — And your Orator further sheweth unto this Honble Court that he has frequently and in an amicable Manner applied to him the said Venkatakistnan to pay off and discharge the Principal and Interest of the said Mortgage Bond or written Obligation —

But now so it is may it please this Honble Court that the said Venkatakistnan to injury and distress Your Orator in this behalf Obstinately and Wilfully Refuses to pay the same or to give your Orator any manner of Satisfaction touching the premises; To the end therefore that the said Venkatakistnan may

may expose his oath full true direct and perfect answer make to all and singular the Matters and Charges aforesaid as fully truly and effectually to all intents and purposes as if the same were hereagain Repeated and particularly Interrogated and that he the said Vencatakistnan may forthwith pay unto Your Orator the aforesaid sum of Four hundred and forty Star Pagodas Twenty eight fanams and Sixty five Cash with allsuch Interestas now is or shall hereafter become due thereon together with all Cost and Expences which Your Orator shall sustain and be put to in the Recovery thereof, or in default thereof that the mortgage Premises may be sold under the decree of this Honble Court in satisfaction of Your Orator's said demand and that Your Orator may be further and otherwise Relieved in the premises according to Equity and good Conscience and as the Nature of his case shall require—

May it please this Honble Court to Cause the said Vencatakistnan 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 19th October 1792—

G. Pasley
Attyfor Compltt

This Bill was shewn to me in the days of adjournment & a Summons issue returnable Next Court day—

Andrew Ross
Mayor

D.r Vencatakistnan in Acct Current with Ninegapah Moodelliar &c.

1791				1792			
Nov.r	30th	To the Amount of Your Mortgage Bond bearing date this day	360 " "	Oct.r	12th	By Ballance as per Contra	S.Pag.440.28.65
1792							
Oct.r	12th	To Interest on ditto to this day being 1 Year 10 Months & 12 days @ 12 p.r Cent p.r annum	80.28.65				
			Pagodas 440.28.65				Pagodas 440.28.65

Madras 12th October 1792

E E excepted signed Lowndes Mayor

a true Copy
G. Pasley
Attyfor Compltt

Mayor's Court at Madraspatnam

Tuesday the 30th Day of October Anno Domini 1792

Present
Andrew Ross Esquire Mayor
Josias DuPre Porcher and Henry Chickley Michell — Aldermen

Between Ninegapah Moodelliar of Madras Inhabitant Complainant and Vencatakistnan 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

shall pay unto the Compliainant the full and just Sum of Four hundred and forty Pagodas Twenty eight fanams and sixty five Cash / Pagodas 440-28-65. / 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

Sworn to in Court
this 30th October 1792

In the Honble the Mayor's
Court at Madraspatnam

Between Thomas Disley
Complainant and Francis Joze
Executor of Peter Disley Deceased
Defendant

James Stuart Hall one of the Attornies of this Honble Court maketh Oath that he did Examine the Copy of the account Current of the above named Defendant Francis Joze to his Plea and Answer annexed with the Original thereof and thereupon says that the Name of John Disley therein inserted is a clerical Error, and that the name of Thomas Disley ought to have been therein inserted instead thereof

Stuart Hall
Sworn to in Court
this 30th October 1792
G. Taylor
Regr

Extract from the Minutes of a Court Held at the Towne Hall on Tuesday the 30th Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor
Josias Dupre Porcher and Henry
Chicheley Michell Esqrs Aldermen

Thomas Disley
agst
Francis Joze and John Joze Executors of Peter Disley Deceased

The Attornies for the Defendants pray leave to file the Affidavit of James Stuart Hall Sworn to in Court this Day upon which they pray the Clerical Error in the account Current annexed to the answer may be rectified by substituting the name of Thomas in the room of John, to which the Attorney for the Complainant objects and prays he may be Allowed till Tuesday next to Shew Cause against the Motion—
Affidavit Read—Ordered that One Week be allowed to shew Cause—

Filed 30th October 1792

In the Honble the Mayor's Court at Madraspatnam

In the Cause wherein Toombo Naik and Venatachella Chittiar Admor of Ratnal Cundaloo Naik are Complainant— and Mootoo Rungapah Naik is Defendant—

John Wilkenson who is the Attorney at Law for the Compliainants in the above Cause maketh Oath and Saith that he did by Court agreable to the Order of this Honble Court direct his Writer and Chief Clerke for transacting the business of the Natives by Name Comar Swamy to procure the Documents on which the

the above Cause depends. And this Deponent saith that since that pe-
riod he has never since been his said clerke but is informed
by his other Native Writers whom he has almost daily sent
to the House of the said Comar Swamy that he lies sick of a fever
totally incapable of attending to any kind of Business which in-
formation this Deponent does verily believe to be true. This
Deponent further saith that if this Honble Court will be
pleased to allow him a further Indulgence of one Week
to produce the Documents above mentioned and that he will use his
utmost Endeavours to procure and lay before this Honble
Court the same with the
most convenient Condition for the information of the

John Wilkenson

Sworn in Court this
30th October 1792.

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall
Tuesday the 30th Day of October Anno Domini 1792

Present
Andrew Ross Esquire Mayor
Josias Dupre Porcher and Henry
Chickley Michell — Aldermen
Tumbos Naick and Vencatachella Chitty Administrators
of Ruttnalk Condaloo Naick
vers
Mootoo Rungapah Naick

The Attorney for the Defendant acquaints the Court
that the Attorney for the Complainant has not agreeable to
the Order of last Court Day Shewn Cause why the Complai-
nants Bill of Complaint should not stand Dismissed
he therefore prays that the same may be dismissed according
to

—to which the Opponents attorney objects and prays he may be
allowed a further time of One Week to shew Cause for the Reasons in
an Affidavit which he now prays leave to file — Affidavit of John
Wilkenson Sworn to in Court read and filed — Ordered that a further
time of One Week be allowed to shew Cause —

Filed 23d October 1792.

To the Honble the Mayor
Court at Madraspatnam

The Humble Petition of the
Proprietors of the Madras Courier

Humbly Sheweth

That the sum now paid for advertisiment from
the Honorable the Mayors Court, respecting Sales under Execution
being out of proportion to the same, as well also for divers other publications
ordered in like manner to be made are altogether inadequate, in
proportion to the necessary Expences incurred by the said proprietors,
and for the Space they occupy in the Madras Courier, which might
otherwise be filled with matter more profitable to their Interest
— and in consequence of which Your Petitioners suffer a considerable
loss and inconvenience —

Your Petitioners therefore humbly
Pray this Honorable Court will be pleased
to Order that any Advertisements sent in
future for Publication in the Madras
Courier, may be paid for at the same rate
for which all other Advertisements are
inserted in their said Paper and —
Your Petitioners will Ever Pray &c —

Samuel
Attorney
for the Petitioners —

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor
Josias DuPre Porcher and Henry
Chichley Michell — Aldermen

Petition of the Proprietors of the Madras Curier read a second time — The Court having taken the same into Consideration they do not see any Reason to depart from their Resolution of the day of respecting the payment for Advertisements in the Madras Courier —

Fort St. George
this 6th Nov.r 1792

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th Day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor
Josias DuPre Porcher and Henry
Chichley Michell — Aldermen

Yanamundram Vencataramiah by his attorney Matthew Mark
vers
Ragooram Buntooloo

The attorney for the Complainant prays leave to decline acting his Client not having furnished him with either Money or Instructions — Ordered accordingly unless Cause be shewn to the Contrary by Next Court Day and it is further Ordered that the Attorney do serve his Client with a Copy of this Minute of which Service affidavit is to be made —

A True Extract

G.r Taylor
Regr.

In the Honble the Mayors Court Madraspatnam —

Between Yanamundram Vencataramiah by his attorney Matthew Mark of Madras — Inhabitant Complainant and Ragooram Buntoloo of the same Place Inhabitant Defendant

The affidavit of Joshua Crampton one of the Serjeant of this Honble Court —

This Deponent Maketh Oath and Saith that he did on the Second Day of this Present Month of November Personally Serve Matthew Mark the above Named Complainant with a Copy of the within Extract —

Joshua Crampton
Mace Serjt.

Fort St George
this 6th Nov.r 1792

Sworn in Court
G.r Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th Day of November Anno Domini 1792

Present

Andrew Ross Esquire Mayor
Josias DuPre Porchar and James Daly
Aldermen

Yanamundram Vencataramiah by his attorney matthew Mark
vers
Ragooram Buntoolo

Affidavit of Joshua Crampton of Service of notice — upon the Complainant of his Attorney having prayed leave to decline acting Sworn to in Court read and filed this Day — Ordered that Mr. George Chalmer be permitted to decline acting. —

Filed 31st Octr 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court your Orator Calantaul Veenasamy Naicker
of Madras Inhabitant. That Raumacaul Widow and
Relict of Muroogula Venatachela Naicker of the same place
Inhabitant stands Justly and truly indebted unto your
Orator in the full and Just Sum of Two hundred and forty
three Pagodas Twenty Seven fanams and fifty five Cash
Current money of Madras Making into Sterling Money
of Great Britain at the rate of Eight Shillings for
every Pagoda the Sum of Ninety Seven Pounds Eight Shilling
and Eleven Pence or thereabouts as will more fully and at
large appear by the Copy of an Account arising due upon a
mortgage Bond duly Executed by the said Raumacaul with
a Covenat therein to prosecute the said Summ the
Honble the Mayors Court hereunto annexed for the inspection
of this Honble Court to which your Orator begs leave to refer
and prays the same may 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 an amicable
manner requested payment from the said Raumacaul
of the said Sum of Two hundred and forty three Pagodas
Twenty Seven fanams and fifty five Cash

But now so it is may it please this
Honble Court the said Raumacaul 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 Raumacaul may upon
Her

Her 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 purpo-
ses as if the same were here again repeated and particularly
Interrogated unto, and that she may be directed to pay unto
your Orator the aforesaid Sum of Two hundred and forty three
Pagodas Twenty Seven fanams and fifty five Cash with all
such Interest as now is or shall hereafter become due thereon
as also all Costs of this Suit

May it please this Honble Court to Cause the
said Raumacaul 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 and abide
by such Order and Decree therein as to this Honble Court
shall seem Meet

This 31st day of Octr 1792

This Bill was shewn to me
in the days of adjournment to
a Summons to issue returnable
next Court day

Andrew Ross
Mayor

J. Wilkenson
Atty for Compt.

Dr. Raumacaul Widow & Relict of Aurogala Vencatanchella Naicker Deceased in acct with Clantaul Vencatasawmy Naicken Cr.

1792				1792			
July 6th	To the Amount of your Mortgage Bond of this Day	235.	—	Oct. 26th	By Balance due	243. 27. 55	
Oct. 26th	To Interest 3 Months & 20 Days @ 12 p Cent p Annum	8. 27. 55					
	Pagodas	243. 27. 55			Pagodas	243. 27. 55	

Madras 26th October 1792

E. Excepted Clantaul Vencatasawmy

Thos Cary

J. Wilkinson

Atty for Compt.

Mayor Court at Madraspatnam

Tuesday the 6th Day of November Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Josias DuPre Porcher and James Daly Aldermen

Between Clantaul Vencatasawmy Naicker of Madras Inhabitant Complainant and Raumacaul Widow and Relict of Aurogala Vencatanchella Naicker of the same place Inhabitant Defendant

The Defendant by his Attorney Mr George Pasley 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 out of the Estate and Effects of Aurogala Vencatanchella Naicker Deceased the full and just Sum of Two hundred and forty three Pagodas Twenty Seven Fanams and and Fifty five Cash / Pagodas 243. 27. 55 / 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

J Hurr

Filed 6th Nov.r 1792.

In the Honble the Mayors Court at Madraspatnam

The Humble Petition of the above named Complainant

Sheweth

That some time on or about the Fifth day of the Month of May One Thousand Seven Hundred and Ninety one your Petitioner filed his Bill of Complaint against the above named Defendant, for the recovery of sundry large expences of Cash, and discovery of Effects, received by the above named Defendant or under colour of his Name and appointment as your Petitioners Deputy in the office of Paymaster General of his Majestys Troops in the East Indies, and the Same by him the Defendant or others under him distributed to his Majestys Troops during the time in the said Bill set forth and charged, that the said Defendant acted in that Capacity

That the said Defendant appeared to the said Bill instead of answering thereto did on or about the Twenty fourth day of the said Month put in a Demurrer, which with your Petitioner Joinder thereto did come on to be heard on the Twenty first day of June following — when this Honble Court were pleased to order that your Petitioners Bill should stand dismissed with Costs —

That your Petitioner did on the usual time file a petition and appeal from the said Order of this Honble Court to the

Honble the appeals at Fort Saint George – And the Defendant did accordingly answer thereto –

That the said Petitioner of appeal and answer, did Come on to be heard before the said Court of Appeals on or about the thirty first day of December last past, when the said Court did think fit to order and decree, and did accordingly order and Decree, that the said Order of the Honble Court of the twenty first day of June for the dismission of your Petitioner's Bill should be reversed, and that the Defendant should put in his answer to the said Bill by the thirty first day of January next, and also that the said Defendant should pay all Costs in both the Courts – That the said order and decree of the said Court, together with the Proceedings in this Cause before referred to are upon record of this Honble Court or upon reference thereto being had may appear –

That the Defendants attorneys having thereafter prayed for the delivery of certain Original Papers by your Petitioner, and this Honble Court being of Opinion, that the same were necessary, this Honble Court were pleased to order that all further proceedings be stopped, until such time as the said Original Papers be produced –

That your Petitioner did on or about the twenty first day of the Month of September last, pray to withdraw his aforesaid Bill, and to file another in the days of adjournment on payment of Costs –

May your Petitioner did accordingly file a second Bill on the second day of the Month of October last, whereto the Defendant appeared, and a further rule passed for his answering the same, and your Petitioner was ready to pay such Costs upon his said former Bill attached thereto at the time of his withdrawing the same – But on the Thirteenth of the said Month the Attornies for the Defendant did serve your Petitioner's attorney with notice, that he would on the fourteenth of that Instant Month, pray that all proceedings on your Petitioner's Bill filed on the second by stayed until five several Bills of Costs tendered on the Eleventh should be discharged – Your Petitioner sheweth, that the said Motion came on to be heard by this Honble Court on the thirteenth Instant, when this Honble Court did take Notice, that only four Bill of Costs had been produced, instead of five as mentioned in one of the Letters from the Defendants attornies to the attorney for the Complainant, which the attornies for the Defendant acquainted the Court was a mistake, and that the Costs demanded by the Defendant were for the Amount of the four Bills then before the Court – And this Honble Court were pleased to order thereupon, that your Petitioner should pay the Amount of the said four Bills of Costs – two whereof were for Fees paid by the Deponent to his attornies in this Court and in the Court of appeals in consequence of this Demurrer, and also that your Petitioner should refund the other two, which were for fees, which had been paid by the Defendant to the Complainant for Costs incurred in consequence of the Demurrer in this Honble Court – and in the Court of appeals –

and this Honble Court were further pleased to order that all proceedings by stayed till the Bills of Costs be discharged –

By which Order your Petitioner finds himself aggrieved inasmuch as he is obliged to pay the said Costs of the said Demurrer dismissed by the Decree of the Court of appeals and therefore prays that he may have liberty to appeal to the said Court respecting the same from the said order of this Honble Court thereupon –

My Dudley
Atty for the Petr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th Day of November Anno Domini 1792—

Present

Andrew Ross Esquire Mayor

Josias DuPré Porcher and James Daly—

Aldermen

William Burke

vers

Josias DuPré Porcher

Petition of the Complainant praying that he may have liberty to Appeal from the Order of Court made in this Cause on the last Court Day read and filed this Day—to which the Attornies for the Defendant object, because the Matter being about Costs ought not to be appealed from— The Court having taken the same into consideration, Its Ordered that the prayer of the Petition be not Granted—

Filed 20th Sept 1792

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Master Naicker of Madras Inhabitant the Defendant in the same place Inhabitant did in and by a certain Bond or Obligation by her duly Executed and bearing date the Twentieth day of May in the Year of Christ One Thousand Seven hundred and Ninety one become bound unto Your Orator for the payment of the Sum of Twenty Six Pagodas Current Money of Madras to run at Interest at the rate of Nine per Cent per Annum and payable in the following terms to wit in the Tenth August then ensuing Forty Pagodas and on the Tenth October thereafter following Thirty Six Pagodas with a Covenant in the said Bond or Obligation that in case of failure of payment thereof Your Orator might sue for and recover the same in this Honble Court and Your Orator Sheweth unto this Honble Court that since the Execution of the said Bond by the said Defendant as aforesaid She has not paid offered discharged the same or any of the Instalments thereon long since due And your Orator Sheweth unto this Honble Court that the said Defendant stands justly and truly indebted unto Your Orator in the said Sum of Twenty Six Pagodas the Amount Principal of the said Bond and the Sum of Eight Pagodas Thirty Eight Fanams and Twenty Cash being the Interest due thereon making together the sum of Eighty four Pagodas Thirty Eight Fanams and Twenty Cash Current Money of Madras or in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Thirty three Pounds Eighteen 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 to which Your Orator begs leave to refer and prays the same may be taken as part of this his Bill of Complaint the Original being ready to be produced when required— And Your Orator Sheweth he hath frequently and in a friendly manner requested payment from the said Defendant of the said Sum of Eighty four Pagodas Thirty Eight Fanams and Twenty Cash—

But now so it is May it please this Honble Court the said Defendant Obstinately and wilfully refuses to pay the same or 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 Defendant may upon her 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 herein again repeated and particularly Interrogated and that She may be decreed to pay unto Your Orator the aforesaid Sum of Eighty four Pagodas Thirty Eight Fanams and Twenty Cash together with all such Interest as now is or shall hereafter become due thereon

and

and also all Costs of this Suit.

May it Please this Hon^ble Court to Cause the said Assamall to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Hon^ble Court at certain time and place to be by this Hon^ble Court prefixed and appointed then and there to answer this Your 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 Saint George 20th Sept^r 1792

This Bill was shewn to me in the days of adjournment to a Summons if nesessionable next Court Day.

Andrew Ross
Mayor

Stuart Hall
for himself &
John Hamilton
} Att^y for Compl^t.

Dr Assamall in Account Current with the Morton Naicker &c.

1792				1792		
May 20	To the Amount of your Bond bearing date this day	76.—		Sept^r 10	By Balance due	84.38.20
1792						
Sept^r 10	To Interest on D^o to this day being 1 Year 3 Months and 20 Days the rate of 12 ₱ Cent ₱ Annum	8.38.20				
	Pagodas	84.38.20			Pagodas	84.38.20.

Fort S^t George
10th Sept^r 1792

E. E.
the
mark
the ☓ of Morton Naicker

A True Copy

Stuart Hall
for himself &
John Hamilton
} Att^y for Compl^t.

Mayor's Court at Madraspatnam

Tuesday the 6th Day of November Anno Domini 1792

Present

Andrew Ross Esquire Mayor
Josias DuPré Cordier and James Daly
Aldermen

Between Morton Naicker of Madras Inhabitant Complainant and Assamall of the same place Inhabitant Defend^t

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to answer the Complainants Bill which she 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 Eighty four Pagodas Thirty Eight fanams and Twenty Cash (Pag^s 84-38.20.) 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.

Ord^r

Filed 6th Nov^r 1792

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

Between Yamanah
of Madras Inhabitant
Complainant and Anna
Shaw

Shaw Executrix of the last
Will and Testament of Cap
tain George Mackay Dec
sed Defendant.—

The humble Petition of the abovena-
med Defendant—

Sheweth

That on or about the tenth day of November which
was in the Year of our Lord one Thousand seven hundred and
ninety the abovenamed Complainant did file and exhibit
a Bill of Complaint against Your Petitioner in this Hon^ble
Court as Executrix of Captain George Mackay deceased for
the recovery of the sum of One Thousand one hundred and thirty
one Pagodas & fifteen Cash current Money of Madras ma-
king in Sterling Money of Great Britain at the rate of
eight Shillings for every Pagoda the sum of four hundred and
fifty two Pounds eight shillings or thereabouts. That a sum-
mons having issued thereon requiring and Commanding
your Petitioner to be and appear before this Hon^ble Court your
Petitioner did accordingly appear thereto and the usual rules—
having expired for answering the said Bill, an Answer was
filed by your Petitioner accordingly. That the said Complainant
having afterwards put in a Replication your Petitioner rejoined thereto,
upon which Issue joined and rules passed for the Examination of
Witnesses, after which Publication passed and the Cause being
set down for hearing same on to be heard by and before this
Hon^ble Court who were pleased to Order and Decree payment
of the amount sued for with Costs of Suit.—

Your Petitioner therefore humbly
prays this Hon^ble Court that they will
be pleased to Order and direct their
Register

Register to send up the Original papers in
the above Cause to attend the hearing thereof
in the said Honble Court of Appeals—
And your Petitioner shall ever pray

G. Chalmer
atty for Pet^r

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 6^th Day of November Anno Domini 1792—

Present
Andrew Ross Esquire Mayor
Josias DuPré Porcher and James Daly
Aldermen

Yamanah—
Anna Shaw Executrix of George Mackay Deceased.

Petition of the Defendant praying that the Original
Papers may be sent up to the Court of Appeals read and filed
this day—Ordered Accordingly—

Filed 6^th Nov^r 1792

To the Honble the Mayors Court at Madraspatnam

Between Zachariah Pollock
of Madras Merchant Compl^t
and Anna Shaw Executrix of
George Mackay Dec^d Defendant

The humble Petition of the abovenamed Defend^t

Sheweth

That on or about the 8^th day of September which was
in the Year of our Lord 1790 the abovenamed Complainant
did—

Shaw Executrix of the last
Will and Testament of Cap-
tain George Mackay Dec-
-ed Defendant.—

The humble Petition of the abovena-
-med Defendant—

Sheweth

That on or about the tenth day of November which
was in the Year of our Lord one Thousand seven hundred and
ninety the abovenamed Complainant did file and exhibit
a Bill of Complaint against Your Petitioner in this Hon^ble
Court as Executrix of Captain George Mackay deceased for
the recovery of the sum of One Thousand one hundred and thirty
one Pagodas & fifteen Cash current Money of Madras ma-
-king in Sterling money of Great Britain at the rate of
eight Shillings for every Pagoda the sum of four hundred and
fifty two Pounds eight shillings or thereabouts. That a Sum-
-mons having issued thereon requiring and Commanding
your Petitioner to be and appear before this Hon^ble Court your
Petitioner did accordingly appear thereto and the usual rules—
having expired for answering the said Bill, an Answer was
filed by your Petitioner accordingly. That the said Complainant
having afterwards put in a Replication your Petitioner rejoined thereto,
upon which Issue joined and rules passed for the Examination of
Witnesses, after which Publication passed and the Cause being
set down for hearing same to be heard by and before this
Hon^ble Court who were pleased to Order and Decree payment
of the amount sued for with Costs of Suit.—

Your Petitioner therefore humbly
prays this Hon^ble Court that they will
be pleased to Order and direct their
Register

Register to send up the Original papers in
the above Cause to attend the hearing thereof
in the said Hon^ble Court of Appeals—
And your Petitioner shall ever pray

G. Shalmer
atty for Pet^r

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 6th Day of November Anno Domini 1792—

Present
Andrew Ross Esquire Mayor
Josias DuPré Porcher and James Daly
Aldermen.

Yamanah—
Inna Shaw Executrix of George Mackay Deceased.

Petition of the Defendant praying that the Original
Papers may be sent up to the Court of Appeals read and filed
this day—Ordered Accordingly—

Filed 6th Nov^r 1792

To the Hon^ble the Mayors Court at Madraspatnam

Between Zachariah Black
of Madras Merchant Compl^t
and Anna Shaw Executrix of
George Mackay Dec^d Defendant

The humble Petition of the abovenamed Defend^t

Sheweth

That on or about the 18th day of September which was
in the Year of our Lord 1790 the abovenamed Complainant
did—

against your Petitioner as Executrix of Captain George Mackay
deceased for the Recovery of the sum of Seven hundred and thirty
Pagodas twenty four Fanams and thirty Cash current Money
of Madras making in Sterling Money of Great Britain at
the rate of eight shillings for every Pagoda the sum of two
hundred and ninety two Pounds four shillings or thereabouts
That a Summon having issued thereon Requiring and Com-
manding your Petitioner to be and appear before this
Honble Court, your Petitioner did accordingly appear thereto
and the usual Rule having expired for answering the said Bill
an Answer was filed by your Petitioner accordingly. That
the said Complainant having afterwards put in a Replication,
your Petitioner rejoined thereto upon which Issue joined and
Rules passed for the examination of Witnesses after which
Publication passed and the Cause being set down for hearing
came on to be heard by and before this Honble Court who were
pleased to order and decree payment of the amount sued-
for with Costs of Suit. From which said Decree your Petitio-
ner did appeal to the Honble Court of Appeals at Madras-
patnam and where the said Cause is now pending —

Your Petitioner therefore humbly
prays this Honble Court that they
will be pleased to order and direct
the Main Register to send up the Origi-
nal Papers in the above Cause to
attend the hearing thereof in the said
Honble Court of Appeals —

And your Petr shall ever pray

G. Chalmer
Atty for Petr

Extract from the Minutes of a Court held
the 6th Day of November Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor
Josias DuPré Porcher and James Daly
Aldermen

Zachariah Polack

vers

Ann Shaw Executrix of George Mackay Deceased.

Petition of the Defendant praying that the Original
Papers may be sent up to the Court of Appeals read and
filed this day — Ordered accordingly —

Filed 6th Nov. 1792

To the Honble the Mayors Court at Madraspatnam

Between Namaswayam
Complainant and Ann Shaw Exe-
cutrix of George Mackay —
Deceased Defendant

The humble Petition of the abovenamed Defendt

Sheweth

That on or about the 18th day of November which was
in the year of our Lord 1790 the above named Complainant
did file and exhibit a Bill of Amplaint in this Honble Court
against Your Petitioner as Executrix of George Mackay deceased
for the Recovery of the sum of one thousand eight hundred and
forty one Star Pagodas five fanams and seventy Cash cur-
rent Money of Great Britain at the rate of eight shil-
lings for every Pagodas the sum of seven hundred and thirty
six Pounds nine shillings or thereabouts. That a Summons
having —

having issued thereon requiring and commanding your Petitioner to be and appear before this Honble Court Your Petitioner did accordingly appear thereto and the usual Rules having expired for answering the said Bill, an Answer was filed by Your Petitioner accordingly. That the said Complainant having afterwards put in a Replication your Petitioner reasoined thereto, upon which Issue joined, and Rules past for the Examination of Witnesses, after which Publication passed and the Cause being set down for hearing came on to be heard by and before this Honble Court who were pleased to Order and decree payment of the amount sued for with Costs of Suit. From which said Decree your Petitioner did appeal to the Honble the Court of Appeals at Madraspatnam and where the said Cause is now pending.

Your Petitioner therefore humbly prays this Honble Court that they will be pleased to order and direct their Register to send up the Original Papers in the above Cause to attend the hearing thereof in the said Honble Court of Appeals.

And Your Petitioner shall ever pray

G. Chalmer

atty for Pltr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th Day of November Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Josias DuPre Porcher and James Daly

Aldermen

Namasevayen

&c &c

Inn Shaw

Petition of the Defendant praying that the Original papers may be sent up to the Court of Appeals read and filed this day — Ordered Accordingly —

Filed 6th Nov 1792

In the Honble the Mayor's Court at Madraspatnam

Between Tondavah Chitty by his attorney James Rogers Complainant

and Teagarey Moodelly Defendant

The Affidavit of Joshua Crampton one of the Serjeants of this Honble Court —

This Deponent maketh Oath and saith — that he did on the Third instant serve Teagarey Moodelly Defendant with a Rule issuing out of this Honble Court by leaving the Original of the said Rule at his the Defendants place of abode the purport of which was as follows To wit —

"Day is given the Defendant till the 6th of November Next "to rejoin, — and default of which issue will be joined in this Cause —

Joshua Crampton

Mace Serjt.

Sworn to in Court

6th Novr 1792.

G. Taylor

Regr.

Exd. Copy

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th Day of November Anno Dominis 1792

Present

Andrew Ross Esquire Mayor
Josias DuPre Porcher and James Daly
Aldermen

Tanavah Chitty by his attorney James Hayes
vers
Teagaroy Modelly

Affidavit of Joshua Crampton of Service of a Rule for the Defendant to Rejoin and in default thereof that Issue do Join in this Cause sworn in Court read and filed this Day: Issue Joined-

Filed 6th Nov.r 1792-

To the Honble the Mayor's
Court at Madraspatnam

Between Vejaya Rungum Venedatammah and Uncammah by their Guardian and Next friend Nairoo Ragavah Chitty petitioners and Manaly Chinniah Modelly and Sannah Mungaloy Respondents In the Cause wherein the said Manaly Chinniah Modelly was Complainant and the said Sannah Mungaloy Defendant

The humble Petition of the above Named Nairoo Ranga Chitty Guardian to the Petitioners above named-

Sheweth

That your Petitioner did as Guardian aforesaid as far as his Circumstances would permit him prosecute to Establish the Right and Title of the Petitioners in the matter aforesaid but being very poor as by affidavit appears) is by reason of such his Extreme Inability to Continue the prosecuting of the matter aforesaid if not permitted to do so in forma pauperis -

Your Petitioner therefore most humbly pray that this Honble Court will be pleased to Admit him to carry on the said Matter in forma pauperis —

And your Petitioner shall &c &c —

Filed 6th Nov.r 1792

In the Honble the Mayor's
Court at Madraspatnam

Between Vejaya Rungum Venedatammah and Uncammah by their Guardian and Next friend Nairoo Ragavah Chitty petitioners and Manaly Chinniah Modelly and Sannah Mungaloy Respondents In the Cause wherein the said Manaly Chinniah Modelly was Complainant and the said Sannah Mungaloy Defendant

The above named Nairoo Ragavah Chitty Guardian to the Petitioners above named Maketh Oath that as Guardian as aforesaid he is not worth the Sum of five pounds or Twelve Pagodas and half, in all the World, his Just debts being first paid. and his Wearing apparel and the Matters in question in the above Cause as Guardian aforesaid -

aforesaid, only Excepted—

(Signed) Nayana Regava Chitty

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

Ranganaudom
Interpreter

Gentoo.

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 6th Day of November Anno Domini 1792

Present

Andrew Ross Esquire Mayor
Josias DuPré Porcher and James Daly
Aldermen

Manally Chinna Moodelly
and
Sanah Mungotay

Petition of Vezeah Rungum Venkatamah and
Unamah by their Guardian Naroo Regavah Chitty with
an Affidavit of the said Guardian Sworn to in Court read
and filed this day praying to be Admitted to prosecute this
matter in Forma Pauperis— Ordered that the Petition be
permitted to prosequit the matter in Forma Pauperis—

Filed 9th Nov. 1792

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Nella Mootoo Chitty of Madras
Inhabitant That Nonyapah Moodelly Proomalinpah
Moodelly and Narrain Moodelly of the same place Inhabi-
tant having sometime on or about the Eleventh day of
January which was in the Year of our Lord one Thousand
seven hundred and Eighty Nine Occasion to borrow the
Sum of Three hundred Pagodas Current Money of Madras
applied to Your Orator through and by the means of one
Sundeapah Chitty to Supply them therewith. And
Your Orator further Sheweth that having agreed thereto,
he

he accordingly Advanced the said Sum of three hundred Pagodas In order to Secure the Repayment of which, with Interest at and after the Rate of twelve per Cent per annum. the said Ninyapah Moodelliar Terroomalinpa Moodelliar and Narrain Moodelliar did Grant and Execute a Certain Bond or written Allegation to the said Indrapah Chitty Intrust for your Orator Whereby they acknowledged to have borrowed and received the said Sum of three hundred Pagodas, and which they Engaged to Repay by Monthly Instalment of Ten Pagodas p Month and your Orator Sheweth that as a further Security for the Repayment thereof, the said Ninyapah Moodelliar Terroomalinpen and Narrain moodelliar did Mortgage and deposit the Choultry and Cadjan Bill of Sale of their Houses Situated lying and being at Pedda Naicks Pettah as by the said Bond in the Possession of your Orator and ready to be produced when Required Relation being thereunto had, doth and will more fully and at Large Appear, And your Orator further sheweth that the said Ninyapah Moodelliar, Terroomalinpah Moodelliar, and Narrain Moodelly having Allowed nearly the Space of Nine Months to Elapse, without paying of any part of the said Bond, your Orator became very importunate with them, in Consequence of which the said Ninyapah Moodelliar, Terroomalinpa Moodelliar, and the said Narrain Moodelliar by the Name and Description of Ingasaurry did grant and Execute another Bond to your Orator Recting to the following purport. To Wit That having formerly Executed a Bond for the Sum of three hundred Pagodas on the Mortgage of the Bill of Sale of their house on the Condition of

of Repaying the same at the monthly payment of Ten Pagodas but that having failed in the Discharge thereof Agreable to the time Expressed They now Engage to pay of the same in manner following To Wit one hundred Pagodas on or before the thirtieth of February which was in the Year of Christ One Thousand seven hundred and Ninety, one hundred on the Tenth of February in the Year one Thousand seven hundred and Ninety one, and one hundred Pagodas with the Interest due on or before the Eleventh of February which is in the year one Thousand seven hundred and Ninety three and in failure of allowing of the said Conditions the said Ninyapah Moodelliar Terroomalinpah and Ingasaurry in that Case authorised your Orator to Prosecute them in this Humble Court and to Recover the Principal and Interest due on the Bond by Disposing of the Mortgage Premises as by the said Bond in the possession of your Orator, and Ready to be produced when Required, Relation being thereunto had, doth and will more fully and at large appear And your Orator Sheweth that there is now due for Principall & Interest on the said Bonds the sum of four hundred and twenty five Pagodas and Nine fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Seventy Pounds or thereabouts as will more fully and at large appear by an account Current Copy whereof is hereunto Annexed for the inspection of this Humble Court and which Your Orator prays may be taken as part and parcel of this his Bill of Complaint the Original being in his possession and Ready to be produced when Required and Your Orator Sheweth that he hat frequently and in an Amicable Manner demanded payment of the said Ninyapah Moodelliar Terroomalinpah and Narrain Moodelly of the said Sum of four hundred and twenty five Pagodas & Nine fanams

But now so it is may it please this Humble

Dr. { Nyneapah Moodalyar Teroomalyapah Moodalyar & Narrain Moodeliar in Acct Current with Nella Mootoo Chittiar ... } Cr.

1791					1790				
Janry.	11.	To the Amount of your Mortgage Bond bearing date this day ...	300	- - -	July	13	By Cash rec'd this day on account of Interest	12	- -
1792							Balance due ...	425	9 -
Novr.	3.	Interest on D.o to this day is 3 years gone and 222 @ 18 ℔t ℔ annum ...	137	9 -					
		Pagodas	437	9 -			Pagodas	437	9 -

Fort St. George
this Nov.r 3d. 1792.
Errors Excepted p.r
/Signed/ S.n & Co.y

true Copy
G. Palmer
atty
for Compl.t

Mayor's Court at Madraspatnam

Tuesday the 13th Day of November Anno Domini 1792

Present

Andrew Ross Esquire Mayor
James Call and James Daly
Aldermen

Between Nella Mootoo Chitty of Madras Inhabitant Complainant and Nineapah Moodelly, Teroomalipah Moodaly and Narrain Moodelly of the same place Inhabitants Defendants

The Defendant Nineapah Moodeliar being

Humble Court the said Nineyapah Moodelliar Teroomaliapah and Narrain Moodeliar obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premisses Your Orator therefore prays General Relief such as to this Humble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Nineyapah Moodelliar Teroomaliapan and Narrain Moodeliar may upon their Corporal Oaths full true direct and perfect answer make to all and singular the matters & things herein before set forth and alledged as fully truly and Effectually to all intents and purposes as if the same were hereagain repeated and particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of Four hundred and Twenty Seven Pagodas and Nine fanams with all such Interest as now is or shall hereafter become due thereon to the Day of this Suit.

May it Please this Humble Court to Cause the said Nineyapah Moodelliar Teroomaliapan and Narrain 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 Humble Court at a certain time and place to be by this Humble Court prescribed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such order and Decree therein as to this Humble Court shall seem Meet.

Fort St George this 9th day of Novr 1792

G. Palmer
atty for Compl.t

Fort St George this 9th day of Novr 1792
This Bill was shewn to me in the Days of
adjournment let a Summons issue returnable
next Court Day —

Andrew Ross
Mayor

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 Nineapah Mondeliar shall pay unto the Complainant the full and just Sum of Four hundred and Twenty five Pagodas and Nine fanams / Pags. 425.. 9.—/ 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.

How

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th day of Septr Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and James Daly

Aldermen

Vencataska Pilla by his Atty Francis de Souza

Vadamally Pillah

The Sheriff returns the Warrant of Execution issued against the Defendants Effects Endorsed No Goods or Chattels to be found — Warrant of Committment prayed for — to which Mr Hy Dudley Attorney for the Defendant objects because the Defendant was Released by Reason of the neglect of the Complainant in Not paying him his Batta, that an Execution was afterwards issued upon the Decree which passed upwards of three Years ago and the Complainant has upon its being returned no Goods prayed a Committment in Order to the putting the Defendant again in prison Which the Atty for the Defendant

Defendant Conceives irregular as he has been once because there has been no Renewal of the Decree the Atty for the Complainant in reply thereto observes that the Defendant was not in Custody upon a Committment but upon mesne Process having been surrendered by his Bail and was not able to procure other that an Execution issued some time ago and returned this day No Goods and Chattles and thereon a Committment was regularly prayed that if there has been any irregularity the Defendant should have opposed the Execution, but that not having been done he has no Manner of Right even to an appearance much less to oppose the Regular and legal process of the Court — Ordered that the Consideration of the above do Stand over till a future day and that the Extract from the Minutes be Sent Round for the Perusal of the Members —

A True Extract

P Taylor
Asst

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th day of October Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Josias Dupre Porcher & Hy Chs Mickell

Aldermen

Vencataska Pillay by his atty Francis de Souza

Vadamalla Pillay

Messrs Hall and Hamilton Attornies for the Complainant pray that the Motion made by them on the 18th day of Septr last for a Warrant of Committment against the Defendant may Come on to be Determined on Tuesday Next — Ordered Accordingly — and that

that the Extracts from the Minutes of Court be sent Round for the Perusal of the Members —

Mme Extract

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 13th Day of November Anno Dominii 1792

Present

Andrew Ross Esquire Mayor
James Call and James Daly
Aldermen

Vencatasha Pillay by his attorney Fancis de Souza
vers
Vadamalla Pillay.

Extract from the Minutes of Court of the 18th September and 30th Ultimo Read. —

The Court having taken the same into Consideration and having heard the attornies on both sides, ites ord and that the Motion for a Warrant of Committment be over Ruled. —

Filed 10th October 1792

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Castoory Naicker of Madras Inhabitant that Vencatasen Chitty of the same place Inhabitant stands justly and truely indebted unto Your Orator in the full and just Sum of One hundred and sixty five Star Pagodas and thirty five Fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the Sum of Sixty six Pounds and six Shillings or thereabouts as will more fully and at large appear by Copy of an Account Current hereunto annexed for the inspection of this Honble Court, to which Your Orator humbly begs leave to refer and prays that the same may be taken as part of this his Bill of Complaint the Original whereof being in your Orator's Possession and Ready to be produced when Required — And your Orator further Sheweth unto this Honble Court that the said Vencatasen Chitty did on or about the thirteenth day of July which was in the present year of Christ One thousand seven hundred and Ninety two, Borrow and Received from Your Orator the Sum of One hundred and sixty one Pagodas, and for Securing the Repayment thereof, he the said Vencatasen Chitty did execute unto Your Orator a Certain Bond or written Obligation, and did therein and thereby Promise and Engage to Repay unto your Orator the aforesaid Sum of One hundred and Sixty One Pagodas by instalments on or before the Last day of September Next, from the date of the said Bond, together with all such Interest as should or might become due thereon at the Rate of Twelve per Cent per Annum, and default of which, he the said Vencatasen Chitty did by his said Bond or Obligation Authorize and empower your Orator to sue him in this Honble Court for the Recovery thereof as by the said Bond or Obligation so executed by him the said Vencatasen Chitty bearing date as aforesaid and Ready to be produced when Required, Relation being thereunto had, doth and will more fully and at large appear; And your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable Manner Requested payment from the said Vencatasen Chitty of the said Sum of one hundred and Sixty five Pagodas and thirty five Fanams. —

But now so ites may it please this Honble Court that the said Vencatasen Chitty to answer and —

and distress your Orator in this behalf Obstinately and wil-
fully refuses to pay the same or to give Your Orator any
manner of satisfaction touching the premises To the
End therefore that the said Vencatasen Chetty may upon
his Corporal Oath full true direct and perfect Answer
make to all and Singular the matters and things afor-
said as fully truly and Effectually to all intents and
purposes as if the same were herein again repeated and
particularly Interrogated and that he the said Venca-
tasen Chetty may forth with pay unto Your Ora-
tor the aforesaid sum of One hundred and Sixty five
Pagodas and thirty five Fanams with all such In-
terest as now is, or shall hereafter become due
thereon together with all Costs and Expences which Your Orator
hath sustained and be put to in the recovery thereof and that
your Orator may be further and Otherwise relieved in the
premises according to equity and good Conscience and as the
nature of his case shall require

May it Please this Honble Court to
Cause the said Vencatasen Chetty to be Summoned and Repui-
-red by the Sheriff of Fort Saint George Town of Madras-
-patnam and the Districts thereof personally to be and ap-
-pear 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 De-
-cree herein as to this Honble Court shall seem Meet

Fort Saint George 10th Octr 1792

This Bill was shewn to me in the
days of Adjournment and the
Compt

G. Pasley
Atty for Compt

Complainant having made Oath
to the justness of this demand and
that he has reason to believe, that the
Defendant will abscond upon hearing
a Bill of Complaint is filed against
him, let a summons issue Returnable
immediately and a Warrant of Arrest
issue thereon

Andrew Ross
Mayor

Dr. Vencatasen Chetty in Account Current with Castoory Naicker. Cr.

1792				1792			
July	13	To the Amount of Your Bond being dated this day	161.-	Octr	10	By Ballance due	165.35
1792.							
Octr	10	To Interest on ditto to this day being 2 Months & 27 days @ 12 P Cent P Annum	4.35				
			Pagodas 165.35				Pagd 165.35

Madras 10th October 1792

E.E. Excepted

A true Copy
G. Pasley
Atty for Compt

Malabar

Filed 10th Octr 1792

In the Honble the Mayors Court at Madraspatnam

Between Castoory Naicker of
Madras Inhabitant Complainant
and
Venkatasen Chetty of the same place
Inhabitant Defendant

The Affidavit of Castoory Naicker the above
named Complainant

This Deponent maketh Oath and saith that
the above named Defendant stands justly and truely in-
debted unto him in the full and just Sum of One hundred
and Sixty five Star Pagodas and thirty five Fanams Cur-
rent Money of Madras, for the Recovery of which this
Deponent hath this day filed his Bill of Complaint
in this Honble Court — And this Deponent further
maketh Oath and saith that he believes the said De-
fendant will abscond upon hearing a Bill of Com-
plaint is filed against him

A true Translation as near as Can
be from the Malabar Linguay

Rangaunadoss
Interpreter

Sworn before me

Filed 15th Nov. 1792

In the Honble the Mayors Court at Madraspatnam

Between Castoory Naicker
Complainant
and
Vencatasen Defendant

The Affidavit of Joshua Compton
one

one of the Serjeants of this Honble Court

This Deponent maketh Oath and saith that he did personally serve Venetatasen the Defendant with three Rules issuing out of this Honble Court by delivering the Originals to the said Defendant in Goal the last of which was a Peremptory one to the following purport To wit Further day is given the Defendant till the 13th November to answer the Complainants Bill in default of which Judgment will be given for the Complainant

Joshua Crampton
Masr Serjt

P. Dubois
Mastr Attorney

Sworn to in Court
this 13th Novr 1792
G. Taylor
Regr

Mayors Court at Madraspatnam

Tuesday the 13th Day of November Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and James Daly
Aldermen

Between Castoory Naicker of Madras Inhabitant Complainant and Venetasen Chetty 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 One hundred and Sixty five Pagodas and Thirty five Fanams / Pags. 165-35-/ 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

Ordered

Filed 14th Septr 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Compaining Sheweth unto this Honble Court Your Orator Orator Charles Loyd of Madras Merchant That Henry Lindsay of the same place Inhabitant stands Justly and truly indebted unto your Orator in the full and Just sum of Thirty Eight Pagodas and Twelve fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of Fifteen Pounds Six Shillings and one Penny or thereabouts as will more fully and at large appear by the Copy of an Account hereunto annexed for the inspection of this Honble Court to which Your Orator begs leave to refer and prays the same may be taken as part of this his Bill of Complaint the Original whereof is in Your Orators possession and ready to be produced and proved when required. And your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable manner requested payment from the said Henry Lindsay of the said Sum of Thirty Eight Pagodas and Twenty Fanams

But now so it is May it please this Honble Court the said Henry Lindsay Obstinately and wilfully refuses to pay the same or to give Your Orator any manner

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 Henry Lindsay 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 unto and that he may be Decree to pay unto Your Orator the aforesaid Sum of Thirty Eight Pagodas and twelve Fanams with all such Interest as now is or shall hereafter become due thereon with all Costs of this Suit.

May it Please this Honble Court to Cause the said Henry Lindsay to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at certain time and place to be by this Honble Court prefixed and appointed then and there to answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

This 14th Day of September 1792
This Bill was shewn to me in the
Days of Adjournment let a Summons
Issue Returnable Next Court Day

Andrew Ross
Mayor

John Wilkenson
Atty for Compt

Dr. Henry Lindsay in account with Charles Loyd & Co

1791 April	19	To the amount of your Promissory Note of this date	50		1792 June	8	By Cash Received in part	20	
					Sept.	6	By Balance due	38	12
1792 Sept.	5	To Interest on D. from 19th April 91. to this Day being 1 M. mo. 16 D. at 12 p Ct p annum	8	12					
		Pagodas	58	12			Pagodas	58	12

Madras 5th Sept 1792
E E / Signed / Chas Loyd

A true Copy
John Wilkenson
Atty for Compt

Mayors Court at Madraspatnam

Tuesday the 13 Day of November Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and James Daly
Aldermen

Between Charles Loyd of Madras Merchant Complainant and Henry Lindsay of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules having issued for the Defendt to

to Answer the Complainants Bill which he has neglected during
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 Thirty
Eight Pagodas and Twelve Fanams / Pagodas 38 12 /
together with all such Interest as now is or shall hereaf-
ter become due thereon until full payment is made
also all Costs of this suit

Fiat

Fides 6th Nov. 1792.

In the Honble the Mayor's Court at Madraspatnam

Between Streenevausalo
Gopauliah by his attorney
Nicholas Tenthey Complainant and Loorah
Vengnah Defendant

The Affidavit of Appajee, Chinnabutty
Venkatanmah, Moodaliah and Sellapuddy
of Madras Inhabitant

The above named Defendants make Oath depose and
say, that they were present sometime on or about the
fifteenth day of September which was in the Year
one Thousand Seven hundred and Ninety One when
Streenevausalo Gopaulaiah the above named Complainant
and Venkiah his Brother came to the house of the Adjust-
ing and Examining certain Accounts theretofore depend-
ing between them the said Complainant and Defendant
This Deponent further say that they sat a few Minutes
and Examined part of the Accounts and then they pretended
that

Sworn &c
before me
Geo. Shakespear
Mayor

160

that they had Not time to Examine the rest it being then late at night
These Deponents further says that the said Streenevausalo Gopal-
-lah and the said Venkiah took the whole of the Account consis-
-ting of many hundred Cadjan leaves and told the Defendant
that they would take them home and Examine them succeeding day, to which
the Defendant refused his Assent and insisted upon the Accounts being
kept in his hands and that thereupon the said Streenevausalo Go-
-paulah and this Brother Venkiah by force took them away
These Deponents further make oath and say that they have
looked at and perused the Account that have been delivered
into Court by the Complainant and thereupon say that they
are not the original Accounts, which these Deponents
know were kept on Cadjan leaves, and not on paper
A true Translation as near as can
be from the Gentoo Language
Ranganaudoss
Interpreter

gentoo

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 13th Day of November Anno Dominis 1792.

Present

Andrew Ross Esquire Mayor
James Call and James Daly
Aldermen

Streenevausaloo Gopauliah by his attorney
Nicholas Gunther Linden

Sooraih Venganah

Extract from the Minutes of last Court day read.

Affidavit of Appajee Chinna Chitty Venkataramah
Moodaliestaah and Jalla puddy filed last Court day read.

The Court having taken the same into Consideration
it is Ordered that the Complainant do deliver into Court by
next Court day the Original Cadjan Accounts which
have been prayed for by the attorney for the Defendant
for the inspection of this Court.

Filed 13th Nov 1792

In the Honble the Mayors
Court at Madraspatnam

Between Tambee Naick
& Venkatachella Chitty administra-
tor of Ratnal Condalee Naick Deca-
-sed Complainant and Mootoo Ran-
-gapa Naick Defendant.

The Affidavit of one of the above named Com
-plainant Tambee Naick.

This Deponent on oath Saith and Saith that the Three
Several Sums in the account Annexed to this Deponents Bill
of Compt. filed in the above Cause are true Extracts from
their Intestate's Book and this Deponent further saith that
he doth in his Conscience believe as he will hereafter be able
to Establish by Evidence that the debt wherewith he and the
other Compt. have Charged the Defendant in the above is
Just & true Debt.

Sworn

John Wilkenson

A True Translation as near as can be
from the Gentoo Language
Ranganaudom
Interpreter

Gentoo

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 13 Day of November Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and James Daly

Aldermen

Tomboo Naick and Vencatachella Chitty Administrators of Ratnall Condall Naick Deceased.

vers

Mootoo Rungapah Naick

Mr. John Wilkinson attorney for the Complainant delivers in to Court two Exhibits marked A and B with Translates thereof by the Court Interpreter and prays leave to file the Affidavit of Tomboo Naick One of the Complainants sworn in Court this day in support thereof. Affidavit read and filed Mr. Robert Williams attorney for the Defendant prays that he may be allowed till next Court day to enter such objections as he may think necessary against the Exhibits — Ordered accordingly —

1615

Filed 4th June 1792.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Francis Rodrigues of Madras Inhabitant that Thomas Richardson of the same Place Inhabitant stands indebted unto Your Orator in the full and just Sum of Ninety one Star Pagodas Thirty 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 Thirty six Pounds and Eight Shillings for every Pagoda the sum of Thirty six Pounds and Eight Shillings or thereabouts as will more fully and at large appear by the Copies of a Bond and 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 the Originals being in your Orators possession and ready to be produced if required and your Orator further Sheweth unto this Honble Court that he hath frequently and in an friendly Manner requested the Payment of the said Sum of Ninety One Pagodas Thirty Fanams and Sixty Cash —

But now so it is and may it please this Honble Court the said Thomas Richardson Obstenately and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the Premises Your Orator prays a general Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Thomas Richardson may upon his Corporal Oath full true direct and perfect Answer make to all and singular the matters

matters and things therein before set forth and alledged as fully truly and effectually to all intents and purposes as if the same were here again severally repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Ninety one Pagodas Thirty Fanams and Sixty Cash with all such Interest as now is or shall hereafter become due thereon also Cost of the Suit

May it Please this Honble Court to Cause the said Thomas Richerdson to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your 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

Madras 4th June 1791
This Bill was shewn time
in the day of adjournment
let a summon issue returnable
next Court Day

Jos. Du Pré Porcher
Mayor

Popham
Atty for Compltt

1617

Know all Men by these Presents that I Thomas Richardson of Madras Inhabitant am held and firmly bound unto Francis Rodrigues of the same place Inhabitant in Penal Sum of Two Hundred Star Pagodas Current Money of Madras to the Payment whereof well and truely to be made to the said Francis Rodrigues his heirs Executors and 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 Madras this first day of August in the Year One Thousand Seven hundred and Eighty Nine

Whereas the above bound Thomas Richardson hath Borrowed and received of the above Named Francis Rodrigues the full and just Sum of One Hundred Star Pagodas Current Money of Madras to run at Interest at the rate of Five per Cent per Annum payable at the Expiration of One Year from the date hereof

Now the Condition of this Obligation is such, that if the above bound Thomas Richardson his heirs, Executors, Administrators, shall well and truely pay or cause to be paid unto Francis Rodrigues his heirs Executors, Administrators, or Assigns, the full and just Sum of One Hundred Star Pagodas Current Money of Madras together with such Interest as shall or may become due thereupon then this Obligation to be void of no Effect otherwise to Continue in full Force and Virtue

Thos. Richardson (RS)

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

Edward Telling
George Powrey

true Cpy
Popham

Filed 26th July 1791

In the Honble the Mayors
Court at Madraspatnam

Between Francis Rodrigues
Complainant
and
Thomas Richardson Defendant

The above named Complainant Maketh oath and saith that the above named defendant stands justly and truly Indebted unto this Deponent in the full and Just sum of Ninety one Pagodas thirty fanams and Sixty Cash and this Deponent Sayth that the nature of his Demand is Setforth in the Copies of a Bond and of an Account Current Annexed to this deponents Bill of Complaint filed in this Honble Court on the fourth day of June in this present year of our Lord One thousand, seven hundred and Ninety One

Sworn in Court
this 26th day of July 1791.

Bypham
Atty for Compt.

Fran.s Rodrigues

G. Taylor
Regr.

Filed 30th Augt 1791.

The answer of Thomas Richardson of Madras Inhabitant to the Bill of Complaint of Francis Rodrigues of the same place Inhabitant.

This Defendant now and at all times hereafter saving and reserving to himself all and all manner

manner of benefit and advantage of Exception to the many Errors untruths Insufficiencies and Imperfections in the Defendants said Bill contained for Answer thereunto or unto so much thereof as this Defendant is advised is material or necessary for him to make Answer unto he this Defendant answereth and saith that he acknowledges to stand indebted to the Complainant in the sum of Ninety one pagodas thirty seven Fanams and Sixty Cash as charged in his Bill of Complaint and the Account thereunto annexed or the contrary that the Complainant stands Justly and truly indebted unto this Defendant in the sum of Sixty Seven pagodas thirty seven Fanams and twenty Cash as will more fully appear by the Copies of a Bond and an Account Current hereunto annexed for the inspection of this Honble Court to which this Defendant begs leave to refer and prays the same may be taken as part of this his Answer the Original being ready to be produced when required and for which said sum of Sixty Seven pagodas thirty seven Fanams and twenty Cash this Defendant is about to bring his Cross Bill in this Honble Court and this Defendant says that some time ago there were transactions and dealings between the Complainant and this Defendant and that in the course thereof this Defendant become indebted unto the Complainant in the sum of One hundred pagodas and the Complainant become indebted unto this Defendant in the sum of One hundred and forty five pagodas that the Complainant did request this Defendant to give him a Bond for the said sum of One hundred pagodas and did say that the Complainant would execute a Bond unto this Defendant for the sum of One hundred and forty five pagodas and this Defendant says that being ignorant of the manner of adjusting of Accounts and Conceiving the purport of the Complainant to be fair and equitable he did accordingly Execute and deliver unto the Complainant the Bond in question and the Complainant did at the same time Execute and deliver unto this Defendant the Bond Copy whereof is hereunto annexed and herein before referred to. and this Defendant says that the only reason he can assign for the unjust and iniquitious conduct of the Complainant in the premises is that he this Defendant did mislay the said Bond executed to him as aforesaid by the Complainant and that the Complainant knowing thereof took advantage of the same with the fraudulent view of injuring this Defendant by depriving him of his property believing from the circumstance aforesaid that as this Defendant could not be able to bring forward the said Bond that the Complainant would of course be enabled to obtain a decree in his favor upon the Bond in question

All which matters 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 to be hence dismissed with his reasonable Costs & Charges in this behalf most wrongfully sustained

Thos Richardson

Sworn to in Court
this 30th day of August 1791.

G. Taylor
Regr

Stewart Clark } Attys for
Jno Hamilton } Defendt

Know all Men by these Presents that I. Francis Rodrigues of Madras Inhabitant am held and firmly bound unto Thomas Richardson of the same place Inhabitant in the penal Sum of two hundred and ninety Star Pagodas Current Money of Madras to the payment whereof well and truly to be made to the said Thomas Richardson his heir Executor, Administrator or Assigns I do hereby bind myself my heirs Executors and Administrator firmly by these presents. In Witness whereof I set my hand and Seal in Madras this first day of August in the Year One thousand Seven hundred and Eighty Nine—

Whereas the above bound Francis Rodrigues hath borrowed and received of the above named Thomas Richardson the full and just Sum of One hundred and forty five Star Pagodas Current money of Madras to him at the rate of five per Cent per Annum pay able at the Expiration of One year from the date hereof—

Now the Condition of this Obligation is such that if the above bound Francis Rodrigues his heir Executors and Administrator, shall well and truely pay or Cause to be paid unto Thomas Richardson his heirs, Executors, administrators or Assigns, the full and just Sum of One hundred and forty five Star Pagodas Current Money of Madras together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to Continue in full force and Vertue—

Signed Sealed and delivered
Whereon Stamped paper is not to be had
in the presence of

Signed/ Edward Belling
George Bowyer

(Signed/ Francis Rodrigues) (Seal)

a true Copy
J. Stuart Hall
Jn.o Hamilton } Attys for Defts

Francis Rodrigues in Account Current with Thomas Richardson Esq.r

1789 Augt.	1.	To the amount of your Bond of this Date	145.—		1791 May	1.	By Balance due to you as Charged in your account	91.23.4
1791 Augt.	1.	To Interest on Ditto to this day being 2 Years at 5 p.r Cent per annum	14.23.4		Augt.	1.	By Balance due by you	67.37.6
		Pagodas	159.23.4				Pagodas	159.23.4

Fort Saint George 1.st August 1791.

Excepted (Signed/ Thos Richardson)

a true Copy
J. Stuart Hall
Jn.o Hamilton } Attys for Defts

Vide N. October 1791.

The Amended Replication of Francis Rodrigues of Madras Inhabitant Complainant to the Answer of Thomas Richardson of the same place Inhabitant Defendant—

This Repliant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception to the Answer of the said defendant for Replication thereunto saith that all and every the matters and things in and by his said Bill of Complaint already said he will Justify maintain and prove to be good certain and sufficient in the Law to be answered unto in such manner as the same are therein and thereby set forth and declared and that the Answer of the said defendant is insufficient

insufficient in the Law to be by this Repliant replied unto for
divers manifest imperfections and uncertainties therein contai-
ned the Benefit of exception whereunto being ready and at all
times saved unto this Repliants he for further Replication
Saith that the several matters and things as Stated in the
defendants Answer are entirely false and Groundless and
calculated by the defendant to injure and deprive this Re
-pliant of his Just Right and this Repliant further saith that
he admits his having Executed the Bond for the sum of One
hundred and forty five Pagodas Copy whereof is annexed to the
defendants Answer but this Repliant Saith that the said
Bond was fraudulently obtained from this Repliant as
will appear by the following state of facts to wit. That on
the Thirtieth day of June which was in the Year of our Lord
One thousand seven hundred and Eighty Nine the defendant
and his wife Requested this Repliant in the presence of some
Creditable persons to lend them the sum of One Hundred
Pagodas in order to redeem the Bill of Sale of their House Situ-
-ated at the Luz and as an Inducement to make this Repliant
lend the said sum of One Hundred Pagodas did offer to lett
his Licence to this Repliant to sell Liquors upon the
Conditions that this Repliant should pay for the same
the Monthly Rent or sum of Five Pagodas for and during
the Term of One Year and that the Interest of the said
One Hundred Pagodas should run only at five per Cent
and this Repliant conceiving that he should reap some
advantage by the said Licence did agree to lend the said
sum of One Hundred Pagodas to the Defendant on the Con
-ditions proposed by him as aforesaid and did accordingly
pay him at three several sums of Money to wit
Eighty

Eighty Pagodas on the thirtieth day June and Twenty Pagodas
on the Seventeenth day of July in the said Year of our Lord One
thousand seven hundred and Eighty Nine making together
the sum of One Hundred Pagodas for which several sums
the Defendant passed his receipt in his own hand writing
as appear by the Copies thereof hereunto for the inspection of
this his Replication the Original whereof are in this Re
-pliants possession and ready to be produced to this
Honble Court when required. and this Repliant further
Saith that when required a Bond for the Defendant
for the said sum of One Hundred Pagodas the De
-fendant also required of this Repliant som security in
Case the said Licence should be lost or taken away
from this Repliants possession within the said
Time of one Year to which this Repliant consented
and agreed at that time to execute a Bond unto the
Defendant conditioned for the payment of the sum
of One hundred and forty five Pagodas being the
value of the said Licence in Case he should not per
-form the Conditions of the said Licence and that if
this Repliant should deliver back to the Defendant
the said Licence after the Expiration of the said One
year then the said Bond of One hundred and forty five Pago
-das to be Null and void— And this Repliant saith that he
applied to one Edward Calling to draw the said Bond as
also the Bond of One Hundred Pagodas as before Setforth
and as it was proposed two Bonds were drawn of the
same date one from the Defendant to this Repliant
for payment of the sum of One hundred Pagodas
received from this Repliant as aforesaid and the other
from this Repliant to the Defendant for One hundred
and-

and forty five Pagodas but intended to be Condetioned only for the securing of his Licence as aforesaid and this Repliant Saith that both the said Bonds were Executed by the parties on the first day of August One Thousand seven hundred and Eighty nine and therein gone only by their Replication in Confidence of the Bond being written to the tenor and purport aforesaid being himself ignorant of business of that nature and pleasing a through Confidence in the Defendant and that he would not take any Advantage of his Ignorance therein but this Repliant hopes to prove in due time to the satisfaction of this Honble Court that at the time this Repliant Executed the said Bond the said Agreement was verbally repeated both by the Defendant and this Repliant in the presence of the persons who signed the same as Witnesses thereto as also in the presence of many other Creditable persons And for further Replication this Repliant Saith that at the End of Six Month and on behalf of the Defendant and his wife found means to quarrele with this Repliant (the better as this Repliant supposes to effect the purposes they had in view) and afterwards the Defendant came to the house or place where he used to sell Liquors and forcibly inserted on this Repliants delivering up this said Licence to which this Repliant submitted from and approved dension of Ill usage - This Repliant further Saith that during the said Term of Six Months and on behalf that he occupied the said Licence he hath credited to the Defendt the five Pagodas every Month as appears by the Account Current annexed to his Bill of Complaint according to this Original Agreement and this Repliant further Saith that he was then under the Necessity of employing an Attorney to

to Recover the Amount of the Defendants Bond and in Consequence thereof this Repliants said Attorney wrote a letter to the Defendant on receipt of which the said Defendant offered to deliver up this Repliants Bond for One hundred and forty five Pagodas provided he would give the Defendant Six Months for the payment of the Balance due on the Defendt Bond for One hundred Pagodas which this Repliant Refused to do and lastly this Repliant Saith that in order to prevent the expences attending a Law Suit from following on the Defendant this Repliant at several times proposed Coming to an Amicable Adjustment of all matters in dispute between them to be settled by the Arbitration of two or More men Indifferently Chosen by the defendant and this Repliant but the said Defendant Combining and Confederating with some Malicious and Evil minded persons and being Spirited and prompted on and totally under their influence refused to comply with this Repliants said Just proposals

All which matters and things this Repliants is ready to prove to the satisfaction of this Honorable Court and therefore prays as in and by his said Bill he hath already prayed

Popham
Atty for Repliant

Madras 30th June 1789. Received of Mr Francisco De Rodriguez the sum of Eighty Star Pagodas being in part of One Hundred - as Witnesseth my hand

Thos Richardson

Madras 17th. July 1789 Received of Mr. Francisco De Rodrigues the sum of Twenty Star Pagodas being in full of one Hundred Witness my hand—

Thos. Richirdson

True Copy

Bophomi—

Filed the 2d. Novr. 1792

The amended Rejoinder of Thomas Richardson of Madras Inhabitant Defendant to the amended Replication of Francis Rodrigues of the same place Inhabitant 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 untruths uncertainties Insufficiencies and Imperfection in the Replicant said Amended Replication contained for Rejoinder thereunto saith, that this answer, and the several 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 herein and thereby set forth. And that the Replicant said Replication is very evasive and insufficient to by by this Defendant Rejoinder unto and this Defendant, for further Rejoinder, Says that some time in the Year of Our Lord One Thousand Seven Hundred

hundred and Eighty Nine, this Defendant and the Replicant had certain transactions together, and which are embraced in the Bond to this Defendants said answer Annexed, and this Defendant says, that at the time of Executing the said Bond, the Replicant did request that all papers relative to the said transactions might be given up to him, and which request was complied with on the part of this Defendant, and all such papers were accordingly given up by this Defendant to the Replicant, who did thereupon promise that he would also Deliver up to this Defendant, such papers as might belong to him this, Defendant, and particularly the two Receipts, where of the said Replication, but which he since hath refused to perform either in the whole or in part This Defendant, for further Rejoinder, Says that some time in the Month of July, and Year aforesaid, the Replicant did Complain to this Defendant of the distressed situation of himself for want of employment; and represent, that as this Defendants Malabar Servants were irregular in their accounts and attendance, if this Defendant would employ him the Replicant in their stead he would manage this Defendants Business as a Retailer of Liquor, for the sum of five Pagodas per month, and this Defendant says that from motives of compassion and other considerations he did accept such the proposal of the Replicant and did employ him accordingly delivering to him the Charge and entrusting him with the management of his concerns in disposing of Liquor aforesaid and that he continued in such charge and management about six months, when this Defendant from frequent

Complaints

Complaints made to him of the Drunkenness and otherwise very bad conduct of the Replicant, and of the people with whom he associated, breaking open Godowns and committing waste, and thereby greatly injuring this Defendant in the premises, he, this Defendant, determined on discharging him and he did discharge him accordingly some time in the month of February in the Year of Our Lord One Thousand Seven hundred and Ninety- and this Defendant says, that as to the Bond by him executed to the Replicants, he has already set forth the particulars relative thereto in his Answer to the Replicants Bill of Complaint, and further says that some time Ago one Rungapah Debash of one Gillet, a Dealer in Liquors, informed him this Defendant that the Replicant had made an application to him, to borrow on the said Bond the sum of forty Pagodas, and that he was inclined to lend the same if this Defendant would acknowledge the amount thereof to be due; and this Defendant says it was then and not till then that this Defendant discovered the evil views and sinister designs of the Replicant, in prevailing in him this Defendant to execute the same upon the grounds in this Defendant said answer set forth, and this Defendant says that he did thereupon acquaint the said Rungapah with the particulars of the said Transaction, and the business of the Replicant in the premises that some time afterwards this Defendant on looking for the Bond of the Replicant could not find it, and in consequence thereof applied to to him for another and which he promised to execute, but neglected so to do putting this Defendant off from time to time until at last, thinking he had this Defendant entirely within his power, did commence his present unjust and unquetious suit and this Defendant for further

Rejoinder

Rejoinder says that the sum of thirty two Pagodas and a half which he the Replicant has artfully caused to this Defendants credit, as and for the Rent of this Defendants Bungalow was by the Defendant advanced to him the Replicant some time in the year of our Lord one thousand seven hundred and Ninety for the purpose of purchasing a League of Arrack from John Hall of Madras Merchant-

And this Defendant for further Rejoinder says, that the pretended ignorance of the Replicant in Law matters as in his said Replication, the same is set forth, cannot be of any avail in the present Instance, nor can the pretended Verbal consideration for which he says he executed the said Bond to the Defendants said Answer annexed do away the Condition therein set forth, and this Defendant said that had such consideration been the intent and meaning of the parties it would of course have been set forth in the said Bond and this Defendant recurring to the pretext of Ignorance of Law matters set up by the Replicant says that the fact is otherwise and that to Defendant the same he begs reference to the Records of this Honble Court amongst which it will be found that he the Replicant has constantly been engaged in law litigation in various suits for these ten or twelve years past and that only a few weeks ago this honble Court were pleased to release two prisoners who were confined in the Town Jail at the Replicants instance and had been Reply there for several Years, the one a poor woman and the other a malabar man This Defendant for further Rejoined says that when he was first addressed by the Attorney of the Replicant for payment of the Amount of the Bond-

Bond by this Defendant executed to the Repliant as aforesaid he did give up all thoughts of ever regaining possession of the Bond by the Repliant executed to this Defendant as aforesaid and that under such Consideration he thought it more prudent to yield to the inequity of the Defendants demand and discharge the same than to defend a suit which for want of the said Bond would of Course go against him and he therefore was about to Comply with the Repliants demand when fortunately and almost immediately after he the Repliant had filed his said Bond of Complaint in this Honble Court this Defendants Several did find a pocket Book of this Defendant in which the said Bond was contained and this Defendant for further Rejoinder said that the Repliant has particularly mentioned in his Repliant that he had granted to this Defendant the Bond to this Defendant said Answer annexed as a Security for this Defendants Licence which he shews he had in his possession since months, and of course must be well acquainted therewith whereupon this Defendant says that in order to shew the falsity of the assertions in the Repliants said Bill and Replication contained; that if the Repliant can set forth the date of the License the names of the subscribing Witnesses and of other persons therein set forth this Defendant will submit to leave the present Cause without further proof thereon and this Defendant denies as in and by his Answer he has already denied—

All which Matter and things this Defendant is ready and willing to aver maintain and prove as this Honble Court shall direct and—

and humbly prays as in and by his said Answer he has already prayed—

Stuart Hall
Jn.o Hamilton } Attys for Defend.t

Interrogatories to be Exhibited to such Witnesses as shall be produced sworn and Examined in a certain Cause wherein Francis Rodrigues of Madras Inhabitant is Complainant, and Thomas Richardson also of Madras Inhabitant Defend.t

On the Part and behalf of the Complainant—

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? How long have you so known them or either and which of them respectively? Declare the truth and your Knowledge herein—

To Mr. Edward Billing . . . 2d. Did you or did you not at any and what time draw at the Request of either and which of the Parties any Bond or Bonds or any other written Obligation for Money? If yea at whose request was the same drawn and of what nature was the same, and for what sum and at what period of time of time was the same made payable and what were the Conditions thereof?—

To Ditto . . . 3d. Look upon the two several Paper Writing now produced to you at this the time of Your Examination the one purporting to be a Bond from the Defendant to the Complainant for the Principal Sum of One Hundred—

Hundred Pagodas and the other a Bond from the Complai-
nant to the Defendant for One Hundred Forty five Pagodas?
were or were not such Bonds duly Signed sealed and Deli-
vered in your presence by the Parties? were you or were
you not one of the Subscribing Witnesses to the Sealing and
Delivering thereof and is or is not your name set and subscribed
as one of the Witnesses thereto and is or is not the same of your
own proper hand Writing.—

To Ditto ..... 4th .. Did or did not certain Conversations
pass between the Complainant and Defendant previous
to the Execution of the said two Paper writings? If yea
relate the particulars of such Conversation according to
the best of your Knowledge remembrance and belief.

To Ditto ..... 5th have you or have you not had several
Conversations with the Defendant previous to or
since the Commencement of the present Suit If yea
what were the particulars of such Conversations and on what
subject Declare the truth according to the best of your
Knowledge Recollection and belief

To Thomas Lopes ..... 6th .. Look upon the two several Paper
writings now produced and Shewn to you at this the time
of your Examination the one purporting to be a Bond
from the Defendant to the Complainant for the prin-
cipal Sum of One hundred Pagodas and the other
a Bond from the Complainant to the Defendant for
the Sum of One hundred and forty five Pagodas—
were you or were you not present at the time of
the Examination of the said two Bond. If yea did
or did not some Conversation passed upon that
occasion

Occasion Relative to the Matters now in dispute between
the Complainant and Defendant in this Cause If
yea what was the Subject and purport of such Conver-
sations? Set forth the particulars fully and at large
to the best of your Knowledge recollections and belief

To Andrew Edward Pelling ..... 7th .. Do you or do you not know
whether the Complainant received any Consideration
for the Bond so passed by him to the Defendant?
If now why and on what account did he pass the same to the
Defendant — was or was not the same passed as security for
the due performance of certain Restrictions contained in a
Licence for selling Spirituous Liquors? If yea why were
not the Conditions thereof Inserted in the Body of the said
Bond and for how long was the licence render? was or
was not the said Licence taken away before the Expiration
of the Stipulated time If yea why was the same taken and
by what Means?— and was or was not the said Security Bond
ever returned to the Complainant and if not why not? Declare
the truth fully and large.—

To Francis de Souza } ..... 8th — Were you or were you not sent by the
Complainant at any and what time to demand the payment
of One hundred Pagodas from the Defendant If yea what
answer did you receive from the Defendant at such time or
times of making such demand — did you or did you not also
demand from the Defendant that One Bond or Obligation
passed by the Complainant to the Defendant should be
delivered up to the Complainant — If yea what answer
did you receive to such Demand and what expressions did
the said Defendant use on that occasion or did he deliver
up the Bond If not why not and what did he allege as a
Reason—

reason for not having delivered up the said Bond before that time to the Complainant setforth the Particulars fully and at large according to the best of your Knowledge Recollection and belief and the truth Declare—

To E. Manuel Luis Anderson Mathew Mendes & Edw Belling } 9th — Did you or did you not at any and what time interpose as Mediators between the Complainant and Defendant to settle certain Matters then in Dispute between the said Parties If yea what was the Cause and nature of such Dispute did you or did you not make any Award thereon If not why not had you or had you not any and what Conversation or Conversations at any and what particular time or times, respecting the Matters then in dispute between the parties and what was the purport of such Conversation Relate the particulars fully and at large according to the best of your Recollection belief and as particularly as your Memory will allow you—

To all the Witnesses ..... 10th — 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 interrogated unto Declare the same fully and at large, as if you had been particularly Interrogated thereon—

Bosham
atty for Complainant

Know all Men by these Presents that I Francis Rodrigues of Madras Inhabitant am held and firmly bound unto Thomas Richardson of the same place Inhabitant in the penal Sum of two Hundred and Ninety Star Pagodas Current Money of Madras at the payment whereof will and truely to be made to the said Thomas Richardson his heir Executor, administrator, 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 Madras this first day of August in the Year One thousand Seven hundred and Eighty Nine—

Whereas the above bound Francis Rodrigues hath borrowed and received of the above Named Thomas Richardson the full and just sum of One Hundred and forty five Star Pagodas Current Money of Madras to Run at Interest at the Rate of Five per Cent per annum payable at the Expiration of One Year from the date hereof—

Now the Condition of this Obligation is such that if the above bound Francis Rodrigues his heirs Executors and administrator, shall will and truely pay or Cause to be paid unto Thomas Richardson his heirs, executors, administrators or Assigns, the full and just Sum of One Hundred and forty five Star Pagodas Current Money of Madras together with Such Interest as shall or may become due thereupon then this Obligation to be Void of no Effect otherwise to Continue in full Force and Vertue—

Signed Sealed and delivered
where no Stamp'd paper is to be had
in the presence of
Edward Belling
George Everys

Franc. Rodrigues L.S.

This Exhibit was Shewn to Thomas Lopes and Edward Pelling at the respective times of their Examinaton befor Me on the Part of the Complainant in a Cetain Cause now depending in the Honble the Mayor's Court at Madraspatnam where-in Francis Rodrigues of Madras Inhabitant is Complai-nant and Thomas Richardson also of Madras Inhabitant Defendant was on the 26th. & 28th. day of April Anno Domini 1792

Thos. Parry
Esr.

Know all Men by these Presents that I Thomas Richardson of Madras Inhabitant am held and firmly bound unto Francis Rodrigues of the same place Inhabitant in the Penal Sum of Two Hundred Star Pagodas Current money of Madras to the payment whereof well and truly to be made to the said Francis Rodrigues his 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 Madras this first day of Au-gust in the Year One Thousand Seven hundred and Eighty Nine.

Whereas the above bound Thomas Richardson hath borrowed and re-ceived of the above Named Francis Rodrigues the full and Just sum of One Hundred Star Pagodas Current Money of Madras to run at Interest at the rate of five per Cent per Annum payable at the Expiration of One Year from the date hereof.

Now the Condition of this Obligation is such, that if the above bound Thomas Richardson his heirs, Executors, adminis-trators, shall well and truly pay or cause to be paid unto Francis Rodrigues his heirs Executors, Administrators, or Assigns, the full and just Sum of One Hundred Star Pagodas Current Money of Madras together with such Interest as shall or may become due thereupon, then this Obligation to be void of no Effects, otherwais to Continue in full Force and Vertue.

Signed Sealed and delivered
Where no Stamp'd paper is to be had
in the presence of

Edward Pelling
George Powell

Thos. Richardson (S.S)

This Exhibits was shewn to Thomas Lopes and Edward Pelling at the respective times of their Examination before Me on the Part of the Complainant in a Cetain Cause now depending in the Honble the Mayors Court at Madraspatnam where-in Francis Rodrigues of Madras Inhabitant is Complainant and Thomas Richardson also of Madras Inhabit-ant Defendant was on the 26th & 28th day of April Anno Domini 1792

Thos. Parry
Esr.

Mayor's Court at
Madraspatnam

Between Francis Rodrigues of Madras Inhabitant is Com-plainant and Thomas Richard-son also of Madras 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

Edward Pelling Writer Inhabitant of Madras Aged thirty three years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the Twenty eight day of April One Thousand Seven

1637

Seven hundred and Ninety two Signified at the Office of Messrs Hall and Hamilton who are Attornies for the Defendant by Casawah my Servant who left them 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 Francis Rodrigues in this Cause and that he hath so known him from his Infancy and that he doth know the Defendant Thomas Richardson in this Cause and that he hath so known him upwards of Twenty years and more he saith not to this first Interrogatory.

2 ..... To the second Interrogatory this Deponent saith that he did at the request of the Complainant draw two Bonds or written Obligation on the Twenty ninth day of July One Thousand Seven hundred and Eighty Nine This Deponent saith that one of the said Bonds or written Obligations was from the Complainant to the Defendant for the sum of One hundred and forty five Pagodas payable in one Year with Interest at the rate of five p Cent p Annum and the other said Bond or written Obligation was from the Defendant to the Complainant for the Sum of One hundred Pagodas with Interest at five p Cent p Annum payable likewise in one Year from the other thereof and more he saith not to this Second Interrogatory.

3d ..... To the third Interrogatory this Deponent hath looked at the two several Papers Writings now produced and shewn to him at this the time of his Examination the one purporting to be a Bond from the Defendant to the Complainant for the Principal Sum of One hundred Pagodas and the other a Bond from the Complainant to the Defendant for the sum of One hundred and forty five Pagodas and says that the said Bonds were duly signed sealed and delivered in his presence by the Parties this Deponent saith that he was one of the subscribing Witnesses to the sealing and delivering thereof and that his Name is set and subscribed as one of the Witnesses thereto, and that the same is of his this Deponents own proper hand writing and more he saith not to this third Interrogatory.

4th ..... To the fourth Interrogatory this Deponent saith that certain Conversation did pass between the Complainant and Defendant previous to the execution of the said two Paper Writings this Deponent saith that he was indebted to the Complainant in the Sum of One hundred Pagodas and for which he granted the aforesaid Bond for the like sum, and the Defendant further acknowledge the aforesaid Bond granted to him by the Complainant for the sum of One hundred and forty five Pagodas was only as a Security for the Licence of a Punch House which One hundred and forty five Pagodas was to be claimed by him the Defendant unless the Complainant did by his mis management forfeit the Licence of the said Punch House and more he saith not to this fourth Interrogatory.

5th ..... To the fifth Interrogatory this Deponent saith that he hath had several Conversations with the Defendant previous to and since the Commencement of the suit and that the purport and particulars of such Conversations were as follows About six Months after the Defendant had rented the Punch House to the Complainant this Deponent was met by the said Defendant who told him that he was going to take back the Licence of the said Punch house from the Complainant because the Complainant had not regularly paid the Rent of the said Punch-

Punch House the Defendant told this Deponent that if the Complainant did not give up the Licence that he would take it from him by force which he did a few days afterwards In the Month of May One Thousand Seven hundred and Ninety one this Deponent saith he was sent for by the Defendant who requainted him that the Complainant had threatned to prosecute him the said Defendant for the aforesaid Bond for One hundred Pagodas the Defendant also told this Deponent that he was at that time unable to pay the amount of the said Bond and requested he this Deponent would prevail on the Complainant to wait till he the Defendant was able to discharge the amount thereof and more he saith not to this — 6th Interrogatory —

7th ..... To the Seventh Interrogatory this Deponent saith that the Complainant did not receive any Consideration for the Bond passed to the Defendant as a Securing for the due performance of certain Restriction contained in a Licence for selling Spirituous Liquors. This Deponent saith that he does not know why the Conditions thereof were not inserted in the Bond but that the Licence was rented for one year this Deponent saith the said Licence was taken away before the stipulated time — This Deponent saith that the Licence was so taken away — in consequence of the Complainant being irregular in his payment but he does not know how it was so taken away this Deponent saith the said Security Bond was not — returned to the Complainant but he this Deponent saith he does not know why it was not returned and more he saith not to this Seventh Interrogatory —

8th 9th ..... To the Ninth Interrogatory this Deponent saith that — Emanuel Louis Anderson Mathew Mendes and he this Deponent did interpose as Mediators between the Compl.t and Defendant to settle certain Matters then in dispute this Deponent saith that the cause and nature of the said dispute was concerning the Payment of the aforesaid Bond from the Defendant to the Complainant this Deponent saith that he and the other Mediators did not make any Award respecting the said dispute nor were they called on to do so. This Deponent saith that the Mediator abovementioned and he this Deponent had several Conversations respecting the said Matters in dispute between the said Parties the purport of which was to perswade the Complainant to give time to the Defendant for the liquidation of this Bond — This Deponent further saith the other Mediators and he this Deponent did send for the Defendant three different times in order to bring the dispute to a settlement but he refused giving his attendance. and more he saith not to or to the last Interrogatory —

Sworn before me at Madraspatnam this 15th day of March 1793

Thos Parry Ex.r

Edward Belling

Mayor's Court at Madraspatnam

Between Francis Rodrigues of Madras Inhabitant is Complainant and Thomas Richardson also of Madras 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 —

Thomas Lopes Inhabitant of Madras Aged fifty six year or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was —

was on the Twenty sixth day of April One Thousand seven hundred and Ninety two signified at the Office of Messrs Hall and Hamilton who are Attornies for the Defendant by Casawah my Servant who also left him a Note of the name title and place of abode of the said Deponent and 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 Complainant Francis Rodrigues in this Cause and that he hath so known him from his Infancy and that he doth know the Defendant Thomas Richardson in this Cause and that he hath so known him five or six Years and more he saith not to this first Interrogatory —

6th ..... To the sixth Interrogatory this Deponent hath looked at the two several Paper Writings now produced and shewn to him at this present time of his Examination the one purporting to be a Bond from the Defendant to the Complainant for the Principal Sum of One hundred Pagodas and the other a Bond from the Complainant to the Defendant for the Sum of One hundred and forty five Pagodas and says that he was present at the Execution of the said two Bonds, This Deponent says that some Conversation passed upon that occasion relative to the Matters now in dispute betwixt the Compl.t and Defendant and that the purport of such Conversation was that Francis Rodrigue Complainant did in the Month of June One thousd Seven hundred and eighty nine lend unto Thomas Richardson the Defendant a Sum of Eighty Pagodas on his Note of hand and in the Month of July in the same Year a further Sum of Twenty Pagodas was also lent by the Complainant to the Defendant for the Amount of which said several Sums the Defendant did on the first day of August One Thousand seven hundred and eighty nine grant unto the Complainant the Bond now in question bearing an Interest of Five p Cent p Annum payable in one year from the date thereof This Deponent further saith that the Bond from the Complainant to the Defendant for the Sum of One hundred and forty five Pagodas was granted to the Defendant to secure to him the value of the Licence of a Punch House which is One hundred and forty five Pagodas which the Complainant had rented on the first day of August One thousand seven hundred and eighty nine for the Defendant for the space of one Year and that the said Sum of One hundred and forty five Pagodas for which the said Bond was granted was only to be made good to the Defendant in the event of the Complainant doing any thing improper during the time he rented the said Punch House which might forfeit the said Licence and more he saith not to this sixth Interrogatory —

7th ..... To the Seventh Interrogatory this Deponent saith that the Complainant did not receive any Consideration for the Bond so passed by him to the Defendant but that the same was passed to secure to the Defendant the value of the Licence of a Punch House Rented from him by the Complainant as mentioned in the forgoing Interrogatory. This Deponent saith that the Conditions abovementioned were not inserted in the Bond because it was not regular to rent the Licence he further says that the Licence was rented for the space of one year This Deponent says that the Licence was taken away by the Defendant before the expiration of the time stipulated because the Complainant failed in the payment of one Months rent of the Punch House being five Pagodas this Deponent saith that the said Security Bond never was returned to the Complainant the Defendant giving for cause for not doing so that his Wife was unwell but that as soon as she recovered he promised to send the Bond together with One hundred Pagodas he was indebted to the Complainant about —

about two Months afterwards the Complainant sent to the Defendant to demand payment of the One hundred Pagodas and to return the security Bond, the Defendant then said that he was unwell and could not at that time comply with the request of the Complainants several demands were afterwards mad on him the Defendant and he at last declared that he would neither pay the One hundred Pagodas nor return the security Bond and more he saith not to this or to the Last Interrogatory

Thos. Parry
Cr.

his
Thomas + Lopes
mark

Mayors Court at
Madraspatnam

Between Francis Rodrigues
of Madras Inhabitant is Com-
plainant and Thomas Richard-
son also of Madras Inhabitant
Defendant

On the Part of the Complainant

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

Francisca DeSouza Inhabitant of Madras Aged Sixty five years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the Twenty sixth day of April One Thousand seven hundred and ninety two Sworn & Examined at the Office of Messrs. Holland & Hamilton who are Attornies for the Defendant by Casavah my servant 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 and Examined Deposeth as followeth—

1st ..... To the first Interrogatory this Deponent saith that she doth know the Complainant Francis Rodrigues in this Cause and that she hath so known him about Twelve Years and that she doth know the Defendant Thomas Richardson in this Cause and that she hath so known him about eight years and more she saith not to this first Interrogatory—

8th ..... To the Eighth Interrogatory this Deponent saith that she was sent twelve or thirteen different times by the Complainant to demand Payment from the Defendant of the Sum of One hundred Pagodas and that the Defendt gave her for answer that his Wife was unwell and as soon as she recovered he would send the Mony to the Complainant this Deponent saith that she did also demand from the Defendant that a Bond or Obligation passed by the Complainant to the Defendant should be delivered up to the Complainant and that the Defendant did at that time declare that he was unwell but that he would so soon as he recovered send the aforesaid Sum of One hundred Pagodas together with the Security bond this Deponent saith that to the last demand she made on the Defendant for the said Bond and Money he the Defendant in a violent passion told her this Deponent that he would neither pay the aforesaid Sum of One hundred Pagodas nor deliver up the Bond & that the Complainant might take any Steps he thought proper and more she saith not to this or to the last Interrogatory—

Mayor's Court at
Madraspatnam

Between Francis Rodrigues of Madras Inhabitants Complainant and Thomas Richardson also of Madras 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—

Emanuel Lewis Anderson Writer of Madras Aged forty two Years or there abouts being produced as a Witness in this Cause On the Part of the Complainant was on the first day of May One Thousand seven hundred and Ninety two sworn and affirmed at the Office of Messrs Hall and Hamilton who are Attornies for the Defendant by Casawabony Servant 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 and Examined Deposeth as followeth—

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Francis Rodrigues in this Cause and that he hath so known him from his Infancy and that he doth know the Defendant Thomas Richardson in this Cause and that he hath so known him thirteen or fourteen Years and more he saith not to this first Interrogatory—

4th 9th ..... To the Ninth Interrogatory this Deponent saith that he did together with one Mathew Mendes interfere as Mediators between the Complainant and Defendant but he doth not recollect the time when to settle certain matters in dispute between the said Parties This Deponent saith that the Cause and the nature of the said dispute were respecting a Bond executed by the Defendant to the Complainant for the Sum of One hundred Pagodas for Money lent by the Complainant to the Defendant and respecting another Bond executed by the Complainant to the Defendant for One hundred and forty five Pagodas on account of the Licence of a Punch House rented by him to the Complainant this Deponent saith that he and the other Mediator did not give any Award because the Defendant refused to appear before them this Deponent saith that he had several Conversations with the aforesaid Mathew Mendes and one Edward Pelling respecting the matters in dispute between the said Parties and that the purport such Conversations was to accommodate the said Matters in dispute and more he saith not to this Ninth Interrogatory

To the Last Interrogatory this Deponent saith that he hath heard and doth believe that no Consideration in Money or otherwise was given by the Defendant to the Complainant for the aforesaid Bond for One hundred and forty five Pagodas but that the same was granted to the Defendant for the purpose of securing to him the value of the Licence of the Punch House he had rented to the Complainant in the event of the Complainants doing any thing whereby the said Licence might have been forfeited and more he saith not to this last Interrogatory—

Thos Parry Esqr

Emanuel Ls Anderson

Mayor's Court at
Madraspatnam

Between Francis Rodrigues of Madras Inhabitants Complainant and Thomas Richardson also of Madras 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—

Mathew Mends Writer Inhabitant of Madras Aged thirty Years or thereabouts

thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the seventh day of May One thousand seven hundred and Ninety two Signified at the Office of Messrs Rait and Hamilton who are Attorneys for the Defendant by Cawash 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 and Examined Deposeth as followeth—

1st Int. ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Francis Rodrigues in this Cause and that he hath so known him Twenty two Years or thereabouts and that he doth know the Defendant Thomas Richardson in this Cause and that he hath so known him about fifteen or sixteen Years and more he saith not to this first Interrogatory—

9th Int. ..... To the Ninth Interrogatory this Deponent saith that he did interfere as a Mediator between the Complainant and Defendant together with Emanuel Lewis Anderson and Edward Belling to settle certain Matter then in dispute between the said Parties This Deponent saith that the Cause and nature of the said dispute was a Bond for the Sum of One hundred Pagodas granted by the Defendant to the Complainant and another Bond for One hundred and forty five Pagodas executed by the Complainant to the Defendant This Deponent saith that they did not make any Award thereon because the Defendant refused to appear before the said Mediators respecting the said Matter in dispute when the Complainant and Mr. Edward Belling abovementioned acquainted him this Deponent that the Bond for One hundred Pagodas from the Defendant to the Complainant was given for Money lent by the Complainant to the said Defendant— and that the Bond executed by the Complainant to the Defendant for One hundred and forty five Pagodas was granted to the Defendant as a security for the due performance for a Licence granted by the Defendant to the Complainant and more he saith not to this or to the last Interrogatory—

Sworn at Madras the 7th day of May 1792 before me

Thos. Berry

Matheus Mendez

Francis Rodrigues ... Dr.

1789					
June 1	To Cash Lent on Account of this Note			100	
	To Interest on Ditto from 1st June 1789 to 7th May 1792	2 Years 11 Months 6 Days @ 1½ per Month		8	5 40
	To Cash Lent on Account			10	
Dec. 30	To Ditto			5	
1790					
July 14	To Cash Lent on Account			10	
Aug. 12	To Ditto			6	
Sept. 13	To Ditto			12	
Oct. 31	To Ditto			12	
Nov. 16	To Cash Lent on Account			25	
	To Interest on Ditto	1 Year 5 Months 15 Days @ 1½ per Month		4	5
Dec. 13	To Cash Lent on Account			10	
1791					
Jan. 6	To Ditto			20	
Feb. 1	To Ditto			15	
Mar. 7	To Ditto			4	
April 1	To Ditto			12	
May 2	To Ditto			4	
July 29	To Cash Lent on Account			135	
Aug. 12	To Ditto by Mr. Edward Belling on Account			14	
Sept. 12	To Ditto by Mr. Thomas Short			10	
Oct. 6	To Ditto by Ditto			5	
			Pagodas	132	10 40

Cr.

1789			
Dec. 31	By Cash Received of Mr. Thomas Richardson		175
1790			
Dec. 31	By Ditto Ditto		175
1791			
Dec. 31	By Ditto Ditto		175
1792			
Jan. 1	By Ditto Ditto		175
	By Balance		32 22 40
		Pagodas	132 10 40

Errors Excepted

Francis Rodrigues

Madras 7th May 1792

Sworn before me

Thos. Berry

Filed the 5
Octr 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth
unto this Honble Court Your Orator Vamodla Soobiah
of Madras Inhabitant That some time on or
about the Sixth day of March in the present
year of Christ one Thousand seven hundred
and Ninety Two — One Cotah Papiah Dubash
also of Madras Inhabitant, applied to and
requested of your Orator to Supply him with
Sundry Goods in the way of your Orators
profession and business. That in Compliance
there with and in the faith of the said Cotahm
Papiah promises of Speedy payment of the same.
your Orator Consented thereto and accordingly Sold
and delivered to the said Cotah Papiah Sundry
articles of Merchandize To Wit Long Cloths Pun-
jum Cloths Dimities Handkerchiefs Palampores
&c. to a Considerable Amount. And your Orator
further Sheweth that he Continued his dealings
with the said Cotah Papiah untill the Twenty
Sixth day of May last past when in Consequence
of his failing to make payment agreeable to
his Promise and under taking your Orator Re-
fused to have any further dealings with him
or

or to Supply any more goods unless Security was given for what Already had been Sold and delivered. And Your Orator further Sheweth that in pursuance thereof the said Cotah Papiah for the satisfaction and Security of Your Orator and one Latchamiah Pilla with whom he the said Cotah Paupiah had or intended to have dealings did in and by a Certain Agreement by him duely Executed and bearing date the said Twenty Sixth day of may last Promise and agree that in the Management of any business that might be Committed to him the said Cotah Papiah, and in his Transactions with Europeans he should be guided and directed by your Orator, and one Sowringadiah Pilla That all Profits and proceeds Arising from the Sale of Goods to Europeans should be Divided amongst his Creditors and that no part thereof should be appropriated to his own use. And in Default or failure of all or any part of his said Engagement the said Cotah Papiah in that Case Empowered your Orator to Prosecute him in this Honorable Court for the Recovery of such Balance as shall on account be due to your Orator, as by the said agreement in the Possession and custody of your Orator, and ready to be produced when required relation being thereunto had doth and will more fully and at Large appear. And your Orator further sheweth that after the Agreement had been

been so granted he Continued to Supply the said Cotah Papiah with Goods as before, which Goods the said Cotah Papiah sold to the Officers and people belonging to the Ships in Madras Road and received payment for the same and your Orator will hoped that the said Cotah Papiah would have Accounted for and paied to your Orator out of the Sale and proceeds of the said Goods the amount of your Orators demands as in and by his said Agreement he had Covenanted to do But instead of doing so he has by Various frevolous excuses waded and put off the same And Your Orator further Sheweth that there is now due unto him the sum of one hundred and Ninety three Star Pagodas Twenty Nine 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 Seventy Seven Pounds and Nine Shillings or thereabouts as will more fully and at Large appear by the Copy of an Account hereunto Annexed and to which your Orator Craves leave to refer and prays it may be taken as part and parcel of this your Orators Bill of Complaint the Original being in your Orators possession and ready to be produced when Required And Your Orator Sheweth that he has frequently and in an Amicable Manner

requested

requested payment of the said Sum of One hun-
dred and Ninety three Star Pagodas Twenty
nine fanams and thirty Cash—

But now so it is May it
please this Honorable Court the said Cotah Pa-
piah Obstinately and wilfully refuses to pay
the same or to give Your Orator any manner of sa-
tisfaction touching the premisses Your Orator
therefore prays a General Relief such as to this
Honorable Court shall appear agreable to Equi-
ty and good Conscience. To the End therefore
that the said Cotah Papiah, may upon his Cor-
poral 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 &
Effectually to all intents and purposes as if the
same was herein again repeated and particularly re-
Interrogated and that he may be Decreed to pay
unto Your Orator the aforesaid Sum of one hundred
and Ninety three Star Pagodas Twenty Nine fanams
and thirty 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 Cotah Papiah to be Summo-
ned and required by the Sheriff of Fort Saint George
Town of Madraspatnam and the Districts thereof perso-
nally to be and appear before this Honorable Court
at a Certain time and place to be by this Honorable
Court prefixed and appointed then and there to answer
this Your Orators Bill of Complaint and further
to stand to and abide by such order and Decree there-
in as to this Honorable Court shall seem Meet.

Fort St. George this 15th day of Oct. 1792

G. Chalmer
Atty for Compl.t

This Bill was shewn to me in the
days of adjournment and the Com-
plainant having made Oath to the
Justness of the Debt and that he believes
the Defendant will abscond upon hea-
ring that a Bill of Complaint is filed
against him Let a Summon Returna-
ble Immediately and a Warrant of
Arrest Issue thereon.

Andrew Ross
Mayor

Dr. Cotah Pauyiah in account Current with Vamoola Soobiah Cr

1792.					
March	6	To 6 Pieces of Superfine Cloth @ 4 Pags p piece	24	—	—
		To 24 Punjum Long Cloth	4	22	40.
		To 1 Piece of Dimittee	4	22	40.
		To 1 Do of Do	4	22	40.
		To 1 Do of Handkerchiefs	8	—	—
		To 1 Do of Calampore	2	—	—
		To 4 Do of Handkerchiefs @ 2 3/4 Pags p Piece	11	—	—
		To 3 Do of Superfine Cloth @ 3 3/4 Pags p Do	11	11	20.
		To 9 Pieces of Handkerchiefs @ 2 1/2 p Do	19	5	50
		To 5 Do of Do @ 1 3/4 p Do	8	33	60.
		To 2 Do of Do @ 2 1/2 p Do	5	—	—
		To Cash paid Tayer on your Order	24	30	—
		To Do paid Cooly for Washing some Muslins	2	—	—
April	14	To 2 Pieces of Long Cloth	22	—	—
		To 1 Do	22	—	—
		To 3 Do of Ilaves @ 3 Pags p Piece	12	—	—
		To 1 Do of Do	9	—	—
June	6	To 4 Pieces of Handkerchiefs @ 2 1/8 p Do	2	22	40.
July	10	To 4 Pieces of Gingham @ 1 1/2 p Do	2	22	40.
		To 1 Allampore 8 Cubit long 6 Cubit of breadth	4	22	40.
		To 2 Do 7 Do 5 Do @ 4 1/2	8	—	—
		To 4 Pieces of Superfine Cloth @ 4 Pags p Piece	13	22	40.
		To half pieces of Long Cloth	16	—	—
		To 3 Pieces of Superfine Cloth @ 3 Pags 30 Fs p	5	—	—
		To 1 Do Do	11	—	—
		To 2 Do Handkerchiefs @ 2 1/2 p Do	3	—	—
		To Do Do	4	22	40.
		To 4 Do @ 4 1/4 p Do	3	4	20.
		To 3 Do of Ilaves @ 3 1/4	11	—	—
		To 2 Do of Long Cloth @ 12 Do	10	22	40.
		To 1 Piece of Dimittee Do	24	—	—
		To 1 Do Cumbrick	5	—	—
			4	22	40.
			294	24	30
		Deduct Custom	11	15	40
		St. Pagodas	282	8	70

March	10	By Cash Received from Mr White being the balance of a Bill due to you	63	7	40
		By Do Received from Vendant projobo	30	—	—
		By Do Received from yourself	1	—	—
		By Do Received by a Bill on Mr Stewart	16	—	—
July	8	By Do Received from Tombo Naig 149 Rupees @ 265 p 36	40	32	—
			94	29	40
		By Balance	193	29	30
		St. Pagodas	288	8	70

Fort St. George 8th Oct. 1792.

E.E.f Signed Vamoola Soobiah G Chalmer atty for Compt

Filed the 5th Octr 1792

To the Honble the Mayors Court at Madraspatnam

Between Vamolacheddi Subbiah Inhabitant Complainant and Cotah Papiah Dubashe &c. of Madras Inhabitant Defendant

The Affidavit of the above Named Compliant

This Deponent Maketh oath and Saith that the above Named Defendant stands Justly and truly indebted to him the Defendant in the full and just Sum of One Hundred and Ninety three Star Pagodas Twenty nine fanams and thirty Cash Current Money of Madras and this Deponent further Maketh oath and Saith that He believes that the said Defendant will abscond upon hearing a Bill of Complaint is filed against him

Sworn before me
Ettiappen

A true Translation as nearly as can be from Gentoo Language
Ranganaudom
Interpreter

Mayors Court at Madraspatnam

Tuesday the 2d Day of November Anno Domini 1792

Present
Andrew Ross Esquire Mayor
Benjamine Roebuck and
Alexander Cockburn Aldermen

Between Vamolacheddi Subbiah of Madras Inhabitant Complainant and Cotah Papiah Dubashe &c. of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just sum of One Hundred and Ninety three Pagodas Twenty Nine Fanams and Thirty Cash / Pags. 193. 29. 30 / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

J Hall

Filed 5th Octr 1792

To the Honble the Mayors
Court at Madraspetnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Stephen Popham one of the At-
tornies of this Honble Court that Chinganah Naick of Madras
Sahabitant stands indebted unto Your Orator in the full and just
Sum of One hundred and five Star Pagodas Twenty four fanams
and forty Cash Current Money of Madras making in Sterling or
Money of Great Britain at the rate of Eight Shillings for
every Pagodas the Sum of Forty two Pounds and four Shillings
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 a
part of this his 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 One hun-
dred and five Pagodas Twenty four fanams and forty Cash

But now so it is and may it please this Honble
Court the said Chinganah Naick obstinately and wilfully re-
fuses to pay the same or to give your Orator any manner of Sat-
isfaction 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 Chinganah Naick 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 alledged as fully
truly

truly and effectually, to all intents and purposes as if the same
were here again Repeated and particularly interrogated And that
he may be decreed to pay unto Your Orator the aforesaid sum
of One hundred and five Pagodas Twenty four fanams and Forty
Cash with all such interest as now is or shall hereafter become
due thereon also all Costs of this suit.

May it Please this Honble Court to Cause the
said Chinganah Naick 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 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

Madras 5th Octr 1792

Popham
Atty for Compt.

This Bill was shewn to me
between the day of Adjournment
let a summons issue Returnable
Next Court day

Andrew Ross
Mayor

Mayors Court at Madraspatnam

Tuesday the 20th Day of November Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Benjamin Roebuck and

Alexander Cockburn Aldermen

Between Stephen Popham one of the Attornies of this Hon'ble Court Complainant and Chenganah Naick of Madras 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 do shall pay unto the Complainant the full and just Sum of One Hundred and Five Pagodas Twenty four Fanams and Forty Cash/ Pags 105. 24. 40./ 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

J Ross

Filed 19th Sept. 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court your Orator Vesapauty Vencataramiah of
Madras Inhabitant Administrator of all and Singular the Goods,
Chattels, Right and Credits of Doorwausoola Jaggapiar Deced
That Veerasawmy Eyangar formerly Annabar of the Districts of
the Company's Jaghire but at present at madras Stand justly
and truly indebted unto Your Orator in the full and just sum
of Two Thousand four hundred and Seventy one Star Pagodas
thirty one 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 nine hundred and Eighty eight
Pounds and thirteen Shillings or thereabouts as will more fully and
at large appear by an account Current Copy whereof is hereunto
annexed for the inspection of this Honble Court to which Your
Orator humbly prays reference may be had, and that it may
be taken as part and parcel of this your Orators Bill of Com-
plaint the Original whereof is in Your Orator Possession and
ready to be produced and proved to this Honble Court when re-
quired; And Your Orator further sheweth unto this Honble
Court that he hath frequently and in an Amicable Manner
requested payment from the said Veerasawmy Eyangar of
the said Sum of Two Thousand four hundred and Seventy one
Star Pagodas thirty one fanams and forty Cash

But now so it is may it please this
Honble Court that the said Veerasawmy Eyangar Obstinately
and wilfully refuses to pay the same or to give Your Orator any
manner of satisfaction touching the premises, Your Orator therefore
prays

1667

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 Ve-
rasawmy Eyangar 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 effect-
-tually to all intents and purposes as if the same were hereagain
repeated and particularly Interrogated and that he may be Decreed
to pay unto Your Orator the aforesaid Sum of Two Thousand four
hundred and seventy one Star Pagodas Thirty One fanams & 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 Vera-
-sawmy Eyangar 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.

Fort Saint George 19. September 1792

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

G. Pasley
Atty for Compt.

Dr Veerasawmy Eyangar in Account Current with Vesapauty Cr.
Vencataramiah Admr to the Estate & Effects of Doorwausoola Jaggapia Decd

1781. Octr.	13	To the Amount of your Bond bearing date this day which was executed to Doorwausoola Jaggapiar	1670		1792 Septr.	13	By Ballance due	2471 31 40
1792 Septr.	13	To Interest on ditto to this day being 10 Years 11 Months 12 p Cent p Annum	1401 31 40					
		Pagodas	2471 31 40				Pagodas	2471 31 40

Madras September 19. 1792

E. E. Signed Vesapauty Vencataramiah
Administrator to the Estate of
Doorwausoola Jaggapiah Decd

Errors Excepted
G. Pasley
Atty for Compt.

Mayor's Court at
Madraspetnam

Tuesday the 20th Day of November
Anno Domini 1792.

Present
Andrew Ross Esquire Mayor
Benjamin Roebuck and
Alexander Cockburn Aldermen

Between Perpauty Venca-taramiah of Madras Inhabi-tant administrator of Perru-vaus ovla Jegga pillar deceas'd Complainant and Veeraswamy Egangar formerly Amaldar of the District of the Company's Saghir but at present at Ma-dras Defendant

In 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 Defen-dant shall pay unto the Complainant the full and just Sum of Two Thousand four Hundred and Seventy One Pagodas Thirty One Fanams and and forty Cash / Pags 2471. 31. 40. / together with all such Interest as now is or shall hereafter become due thereon intill full payment is made also all Cost of this Suit

Hear

Filed 20th September 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Mumavaukum Ramasawmy Mudeliar of Madras Dubash that William Irwin of the same place Mer-chant stands justly and truly indebted unto Your Orator in the full and just Sum of Three hundred and Ninety nine star Pagodas five Fanams and fifty Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight shillings p/ every Pagoda the Sum of One hundred and fifty nine Pounds and Sixteen Shillings or thereabouts as will more fully and at large Appear by an Account Current, Copy whereof is hereunto annexed for the inspection of this Honble Court which Your Orator humbly prays a reference may be had and it may be taken as part and parcel of this Your Orators Possession and Ready to be produced when required And Your Orator further sheweth unto this Honble Court that he has frequently and in an Amicable and friendly manner applied to him the said William Irwin to pay off and discharge the said Sum of three hundred and Ninety Nine Star Pagodas five Fanams and fifty cash

But now so it is may it please this Honble Court that the said William Irwin to injure and dis-tress Your Orator in this behalf obstinately and wilfully Re-fuses to pay the same or to give Your Orator any manner of Satisfaction touching the premises Your Orator there-fore prays Genral Relief such as to this Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that the said William Irwin may

upon

upon his Corporal Oath full true direct and perfect answer make to all and singular the matter and things herein before set forth and alledged as fully truly and Effectually to all intents and purposes as if the same were herea again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of three hundred and Ninety nine Star Pagodas five Fanams and fifty cash with all such Interest as now is, or shall hereafter become due thereon & also all Costs of this Suit.

May it Please this Honble Court to Cause the said William Irwin 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 your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet.

Fort Saint Geore 20th September 1792

G: Busley
atty for Compt

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

Andrew Ross
Mayor

Dr. William Irwin in Account Current with Munnevauckum Ramasawmy Modelliar &c

1792					1792		
April	17	To the Amount of your Bond bearing date this day	380		Sept. 18	By Ballance due to me	399 5.50
1792							
Sept.	18	To Interest on ditto to this day being 5 Months 1 day @ 12 p Cent p Annum	19	5.50			
		Pagodas	399	5.50		Pagodas	399 5.50

Madras
18 Sept. 1792

E E

Signed / Ramasawmy

a true Copy
G: Busley
atty for Compt

Mayor's Court at Madraspatnam

Tuesday the 20th Day of Novr
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
Benjemin Roebuck and
Alexander Cockburn Aldermen

Between Munnevauckum Ramasawmy Modelliar of Madras Dubash Complainant and William Irwin of the same place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued of 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 Three Hundred and Ninety Nine Pagodas Five Fanams and Fifty Cash / Pags. 399. 5. 50. / togeth with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Hall

Filed 18th October 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining shewith unto this Honble Court Your Orator John Sharp of Madras Merchant that Wilks Narrain of the same place Dubash stands justly and truly indebted unto Your Orator in the full and just sum of twenty five Pagodas Five Fanams current money of Madras making in Sterling money of Great Britain at the rate of eight shillings for every Pagoda the sum of Ten Pounds one Shillings or thereabouts as will more fully and at large appear by the copy of a Bill of Particulars hereunto annexed for the inspection of this Honble Court to which Your Orator prays leave to refer and that it may be taken as part of this his Bill of Complaint the Original being in his possession and ready to be produced when required And Your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable Manner demanded payment from the said Wilks Narrain of the said sum of Twenty five Pagodas and six Fanams—

But now so it is may it please this Honble

Court the said Wilks Narrain 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 Wilks Narrain may upon his corporal oath full true direct & 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 Twenty five Pagodas and six 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 Wilks Narrain to be summoned and Attached by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Fort Saint George 18th Octr 1792

This Bill was shewn to me in the days of adjournment let a Summons issue returnable next Court day—

Andrew Ross
Mayor

G. Chalmer
Atty for Compl.t

Wilks Narrain ..... Dr.

1792
July ..... 6 To 1 Hat ..... 4 /—/—
1 Pair Half Boots ..... 5.—/—
1 Quire Dimmi Paper ..... —/18/—
½ Ditto China ..... —/4/40
7 Bottles Rum Shrub 2/40/40
2 Ditto French Claret ..... /30/—
3 Piece of Large Cloths ..... —/41/—
1 Round Hat ..... —/4/—/—
58—3—

Received 12 Hats ..... 30—/—/—
Custom for 132 Pr ..... —/2/42/— 32—42—
Bag.ᵗ ..... 25—6—

Madras Augt 1ˢᵗ
1792

E E (Signed) John Sharp
true Copy
G. Chalmer
Attᵒʳ for Compl.ᵗ

Filed 2ᵈ Octr 1792

G. Chalmer
Attᵒʳ for Compl.ᵗ

In the Honble the Mayor's Court at Madraspatnam

Between John Sharp of Madras Merchant Complainant and Wilks Narrain of the same place Dubash Defendant

The Affidavit of the abovenamed Complainant

This Deponent maketh oath and saith that the abovenamed Defendant stands justly and truly indebted to him in the full and just sum of Twenty five Pagodas and six Fanams current money of Madras for the Recovery whereof this Deponent has filed a Bill of Complaint in this Honble Court on the eighteenth day of this present Month of October

John Sharp

Sworn to in Fort St George
this 2ᵈ day of October 1792
Before me Andrew Ross
Mayor

Mayor's Court at Madraspatnam

Tuesday the 2ᵈ Day of November Anno Domini 1792

Present
Andrew Ross Esquire Mayor
John Mitford & Henry Chichley
Michell — Aldermen

Between John Sharp of Madras Merchant Complainant and Wilks Narrain of the same place Dubash Defendant

It Appearing by the Records of this Court that the usual rule have issued for the Defendant to answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Twenty five Pagodas and Six Fanams / Bag.ᵗ 25—6—/ 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.

J Ross

Filed 14 Sept 1793.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this —

To the Honble Court Your Orator William Dickson late of Madras but at present of Calcutta Mariner by his Constituted attorneys Josias Dubey Broker Henry Readhead and Thomas Readhead of Fort St. George Merchants and Copartners that Charles Loyd of Madras Inhabitant did in and by a certain Bond or Obligation by him duly Executed and bearing date the twenty third day of March in the present Year of Our Lord One Thousand Seven hundred and ninety two become held and firmly bound unto Your Orator in penal Sum of Two Thousand Eight hundred and ninety Eight Star Pagodas and forty four fanams Current Money of Madras Conditioned for the payment of the Sum of One Thousand four hundred and forty Nine pagodas and twenty two fanams to rum at Interest at the rate of twenty per Cent per Annum and payable in four Months from the date thereof And Your Orator sheweth unto this Honble Court that the said Charles Loyd stands Justly and truly indebted unto Your Orator in the said Sum of One Thousand four hundred and forty Nine Pagodas and twenty two fanams the Amount principal of the said herein before in part recited Bond or Obligation together with the sum of Eighty Pagodas twenty Nine fanams and Sixty four Cash being the Interest due thereon and making the Sum of One Thousand five hundred and thirty Pagodas Six fanams and Sixty five Cash Current Money of Madras or in Sterling Money of Great Britain at the Rate of Eight Shilling for Every Pagoda the Sum of Six hundred and twelve Pounds One Shilling and two pence or there-abouts as will more fully and at large appear by the Copy of an Account Current hereunto Annexed for the inspection of this Honble Court to which Your Orator begs leave to refer and prays the same may be taken as part of this his Bill of Complaint the Original being in Your Orators said attorneys possession and ready to be produced when required and Your Orator sheweth unto this Honble Court that he hath frequently and in a friendly manner requested payment from the said Charles Loyd of the said Sum of One Thousand five hundred and thirty Pagodas Six fanams and Sixty five Cash

But now so it is may it please this Honble Court the said Charles Loyd 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 Honourable Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Charles Loyd may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things hereinbefore set forth and alledged as fully truly and effectualy 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 five hundred and thirty Pagodas Six fanams and Sixty five Cash together with all such Interest as now is or shall hereafter become due thereon Also all Costs of this Suit

May it Please this Honble Court to Cause the said Charles Loyd 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 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

Stuart Hall Attr. for Jas Hamilton Compt.

Fort St George 14th Sept. 1792
This Bill was shewn to me in the Court
Andrew Ross
Mayor

Dr. Chares Loyd in account Current with Captn William Dickson Cr.

1792					
march 23	To the Amount of your Bond			By Balance due	1530. 6. 65.
	of this date	1449. 27.			
Sept 10	To Interest on D.o to this day				
	being 5 Months and 4				
	days @ 12 p.r Cent p.r Annum	80. 29. 65			
	Pagodas	1530. 6. 65.		Pagodas	1530. 6. 65.

Fort St. George 10 Sept.r 1792

E.E. & S.d Signed Porcher Readhead & Co.x
Attornies of Mr. Dickson

a true Copy

Stuart Hall
Jn.o Hamilton } Attr.s for Compl.t

Filed 6 Nov.r 1792.

In the Honble the Mayors
Court at Madraspatnam

Between William Dickon by
his attornies Josias DuBoe Porcher
Henry Readhead and Thomas Read-
head Complainants — and —
Charles Loyd Defendant —

The Affedavit of Josias DuBoe Porcher one of the Attornies
of the above named Complainant —

Josias Dupuy Porcher one of the Attornies of the above named Complai-
-nant Maketh Oath that Charles Loyd the Defendant abovenamed stands
Justly and truly indebted unto the Complainant in the full and Just
sum of One thousand five hundred and thirty Star Pagodas six fan.s
and Sixty five Cash Current Money of Madras and for the
recovery whereof the Complainant has filed his Bill of
Complaint in this Honble Court —

Jos. DuBoe Porchar

Sworn to in Fort St. George
this 1.st day of November 1792
Before me
Wm Webb
Mayor

Mr. Hamilton for himself
& for Mr. Stuart Hall
Attr. for Compl.t

Mayors Court at Madraspatnam

Tuesday the 27.th Day of November
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
John Mitford and Hendry Chicley
Michell Aldermen

Between William Dickson late of Madras but at present of Calcutta Mariner by his Constituted attornies Josias DuBoe Porcher Henry Readhead and Thomas Readhead of Fort Saint George Merchants and Copartners Complainant and Charles Loyd of Madras Inhabitant Defend.t

The Defendant by his attorney Mr. John Wilkinson 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 Thousand five hundred and Thirty Pagodas Six fanams and Sixty five Cash Pag.s 1530. 6. 65 / 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.

W Webb

Filed 16th August 1792.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Letchumanan Modelliar of Madras Inhabitant that Yengauraspen and Kistnaman of the same place Inhabitants Stands justly and truly indebted unto Your Orator in full and just Sum of Sixty five Star Pagodas fifteen 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 fourteen Pounds and two Shillings or thereabouts as will more fully and at large appear by an Account Current Copy whereof is hereunto Annexed for the inspection of this Honble Court to which Your Orator humbly begs leave to refer and prays that the same may be taken as part of this Your Orators 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 the said Yengauraspen and Kistnaman did on or about the Twenty Second of the Month of Mauvey in the Malabar Year Seelaga answering to the Second day of March which was in the Year of Christ One Thousand Seven hundred and Eighty Nine Borrowed and Received from your Orator the Sum of Twenty five Star Pagodas and for securing the repayment thereof they the said Yengauraspen and Kistnaman did jointly and Severally execute unto Your Orator a Certain Mortgage Bond or Obligation whereby they the said Yengauraspen and Kistnaman did mortgage to Your Orator the material of a Certain House built by them upon a Ground situated lying and being at Peresawakum and

and the said Yengauraspen and Kistnaman did also by their said Mortgage Bond or Obligation Promised and Engage to Pay unto your Orator the said Principal Sum of Twenty five Star Pagodas on or before the Thirtieth ainjy, or Tenth of August Next from the date of the said Mortgage Bond or Obligation, together with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum, in default of payment whereof they the said Yengauraspen and Kistnaman did by their said Mortgage Bond or Obligation authorize and empower your Orator to Sue them for Recovery thereof in this Honble Court as by the said Bond or Obligation executed by them the said Yengauraspen and Kistnaman bearing date as aforesaid and ready to be produced and proved to this Honble Court when Required, Relation being thereunto had doth and will more fully and at large appear — And Your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable Manner Requested payment from the said Yengauraspen and Kistnaman of the said Sum of thirty five Star Pagodas fifteen fanams and forty Cash —

But now so it is may it please this Honble Court that the said Yengauraspen and Kistnaman to injure and distress your Orator in this behalf Obstinately and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the premises; To the End therefore that they the Yengauraspen and Kistnaman may upon their Oath full true direct and perfect Answer make to all and Singular the Matters and Charges aforesaid as fully truly and effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that they the said Yengauraspen and Kistnaman may forthwith pay unto your Orator the aforesaid Sum of thirty five Star

Star Pagodas fifteen fanams and forty Cash with all such interest as now is, or shall hereafter become due thereon together with all Costs and Expences which your Orator shall Sustain and be put to in the Recovery thereof, and that Your Orator may be further and Otherwise Relieved in the premises according to Equity and good Conscience and as the Nature of this case shall Require—

May it Please this Hon^ble Court to Cause the said Yengauzpen and Ristnaman 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 herein as to this Hon^ble Court shall seem Meet.

Fort Saint George this 16. Aug^t 1792

This Bill was shewn to me in Court & adjournment'd at Summons issue Returnable next Court Day—

G^o Pasley
atty for Compl^t

Andrew Ross
Mayor

Dr Yengauzpen and Ristnaman in Account Current to M^r Latchumana ... Cr

1787 March	2	To the amount of your Mortgage Bond bearing date this day	25	-	-	1792 Aug^t 15	By Balance due to me	35 15 40
1792 Aug^t	15	To Interest on ditto to this day viz Leaving 3 Years 5 Months & 13 days @ 12 ℔ ℂ per Annum	10	15	40			
		Pagodas	35	15	40		Pagodas	35 15 40

Madras 15. Aug^t 1792.

E E & C^o / Signed / L Cummins Acct Rep^d

a true Copy
G^o Pasley
atty for Compl^t

Filed 27^th Nov^r 1792

In the Hon^ble the Mayors Court at Madraspatnam

Between Lutchmanah Moodelly Complainant and Ristnama one of the Defendants

The Affidavit of Joshua Crompton one of the Serjeants of this Hon^ble Court—

This Deponent maketh oath and saith that he did Personally serve Ristnama one of the Defendants in the above Cause with three rules issuing out of this Hon^ble Court by leaving the originals at the last place of his abode & this Deponent saith that the last of which said Rules was a peremptory one to the following purport To wit Further Day is given the Defendant till the 27^th Instant to answer the Complainants Bill indefault of which Judgment will be given for the Complainant—

Joshua Crompton

Town Hall
Nov^r 27^th 1792

Sworn to in Court this 27^th Nov^r 1792

G^o Taylor
Reg^r

Mayors Court at Madraspatnam

Tuesday the 27^th Day of November Anno Domini 1792

Present

Andrew Ross Esquire Mayor
John Mitford and Henry Chichely Michell — Aldermen

Between Letchamanah Moodelliar of Madras Inhabitant Complainant and Yengauzpen and Ristnaman of the same place—

place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Cases have issued for the Defendant Kistnamen 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 Kistnamen shall pay unto the Complainant the full and just Sum of Thirty five Pagodas Fifteen Fanams and Forty Cash / Pags 35. 15. 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 27th Nov 1792

In the Honble the Mayors Court at Madraspatnam

Between Streenevansaloo Gopaulaich by his attorney Nicholas Fonthier Pandaram Complainant and Sowrah Venganah Defendant

The Affidavit of Veerdapa Chitty Venkatarauma Chitty Chinna Sawmy Chitty and Kistniah Sawmy

These Deponents make Oath depose and say that they together with the above named Defendant have carefully looked over and perused the Cadjan Writing and Accounts delivered into this Honble Court by the above named Complainant in pursuance of an Order for that purpose obtained by the said Defendant and say that the same are not the whole of the Cadjan writing and Accounts relative to the Transactions between the Complainant

Complainant and Defendant abovenamed but that they only Contain a part thereof These Deponents further make oath and say that in the first Cadjan leaf a balance of Pagodas Five hundred and Seventy two and twenty two fanams appears to have been struck on the fifteenth day of October but no year is therein expressed And then Deponents further say that the same appears to have been newly done and is in the hand Writing of Venkia the Complainants Brother but that the first part of the same leaf is the hand writing of the Defendant And further these Deponents say they verily believe that the remainder of the said Cadjan Accounts are at present in the hands or possession of the said Complainant Streenevanaloo Gopaulaich

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

Ramganadoss
Interpreter

Gentoo

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 27th Day of November Anno Domini 1792

Present

Andrew Ross Esquire Mayor
John Mitford and Henry Chichley
Michell — Aldermen

Streenevasa Gopaul Eyar by his attorney Nicholas Sumther Lindow

vers

Soobra Venganah

The attorney for Defendant prays leave to file the Affidavit of Verdapah Chitty Venetaraumas Chitty Chinna Sawmy Chitty and Rustna Sawmy Chitty Sworn to in Court this Day, upon which he prays that the Complainant may deliver into Court by next Court the whole of the Cadjans Writings and Accounts relative to the Transactions between the Complainant and Defendant those delivered in last Court day being only part thereof — The Attorney for the Complainant pray that they may be allowed till next Court day to shew Cause against the Motion — Ordered Accordingly —

Filed in Court the 8th May 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Pearce Junior Merchant in the Civil Service of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George. That whereas your Orator was Married unto Mary West of Madras Spinster on the Eighth day of November which was in the Year of our Lord One Thousand Seven hundred and Eighty Eight and lived with great Esteem happiness and affection with her said wife until the Twenty fourth day of October last past when the said Mary Pearce left the House of your Orator without any cause or reason and lived separate and apart from your Orator and Your Orator further Sheweth that Thomas Parry of Fort Saint George aforesaid Merchant did seduce the said Mary Pearce then and still the wife of Your Orator to leave Your Orators house as aforesaid and to live seperate and apart from Your Orator at a certain Garden House at Vepery within the Juris diction of this Honble Court, where she continued from the said Twenty fourth day of October until the Nineteenth day of January last past And Your Orator further Sheweth that on the said nineteenth day of January last the said Thomas Parry took led and carried away the said Mary Pearce so being the wife of Your Orator together with sundry Goods and Chattels to wit Sundry Caps, Shifts, Pair of Stockings Pair of Shoes, aprons, Petticoats, Pair of Stays, Handkerchiefs, Gowns and other Apparel and conveyed the said Mary Pearce together with the said Goods and Chattels into a Dwelling House in Fort Saint George within the Jurisdiction of this Honble Court and which said Dwelling House was provided and furnished by the said Thomas Parry and there the said Thomas Parry kept and detained the said Mary Pearce from Your Orator for a certain time and afterwards removed with the said Mary Pearce then and still the wife of Your Orator to a certain Garden House near to Saint Thomé and within the Jurisdiction of this Honble Court, and Your Orator Chargeth.

1687

Chargeth that during the said Several Bonds aforesaid and at the several place aforesaid the said Thomas Parry did with force and Arms make divers assaults upon the said Mary Pearce then and still the wife of Your Orator and seduced, Ravished, debauched, lay with, deflowered, and carnally knew the said Mary Pearce then and still the wife of Your Orator whereby Your Orator lost and is deprived of the benefit and service and the aid, Fellowship Comfort, Counsel and Assistance of his said Wife and which he ought to have had and enjoyed with his said Wife and otherwise might and would have had and enjoyed 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 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 Thomas Parry for the said sum of Ten Thousand Star Pagodas and prayeth Judgement against him for the same and also all Costs of this Suit.

May it therefore please this Honorable Court to Cause the said Thomas Parry 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

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 Bill was shewn to me between the Days of adjournment let a Summons issue Returnable Next Court Day—

Bopham
Atty for the Complainant

Filed 12th June 1772

In the Honble the Mayors Court at Madraspatnam

The answer of Thomas Parry of Fort Saint George Merchant to the Bill of Complaint of Thomas Pearce a Junior Merchant in the Civil Service of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George

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 be had or taken to the many Gross Uncertainties and Manifest Insufficiences in the Complainants said Bill of Complaint Contained for Answer thereto or unto so much thereof as this Defendant is advised is material or necessary for him to make Answer unto he Answereth and Saith he admits that he has heard that the Complainant was married unto Mary West in the Bill named but this Defendant denies if the fact were even so that the Complainant from the

the time of such his Marriage did Live with the said Mary Hut as is untruly set forth in the Bill with great Esteem happiness and affection untill the twenty fourth Day of October last past the time when the said Mary is charged to have left the House of the Complainant and gone to reside at a Garden House in Vaperie at the Instigation of this Defendant for this Defendant saith that long previous to the said Twenty fourth Day of October the Complainant and the said Mary did not live with each other in Esteem happiness and affection nor did Cohabit or Converse together as is Customary between a Husband and his Wife but did keep Separate Appartments and Beds and so lived Sparate and apart / as this Defendant hath been informed by the said Mary wherefore this Defendant doth believe the same to be true / by the Agreement of the Complainant with the said Mary who did theretofore / as this Defendant hath been informed by the said Mary and doth therefore verely believe the same to be the truth / Represent to the Complainent the continual Irregularity of his Life and Con-duct towards her greatly affecting her Health and Reputa-tion by his the said Complainants infidelity to her Bed — Cohabeting with various Women of the lowest and most prostituted class Natives and others all which the said Complainant took no pains to Conceal but frequently mentioned and confessed the same not only to the said mary but also to this Defendant and to many others of this Defendant, can and will in due time if need full prove. And this Defendant for a more particular Con-formation of the Vicious, most reprovachable, and Im-moderate manner of Life and Conduct of the said Complt and

and to shew to this Honble Court that the said Complainant did not as falsely suggested in and by his said Bill Live with the said Mary untill the said Twenty fourth day of October last past in any degree of Esteem Happiness and affection puts himself called upon to Expose a transaction which this Defendant has been informer by the said Mary and therefore verily believes to be the truth / Conclusively — determined the said Mary to avoid further Intercourse or Correspondence with the said Complainant "Sometime " in or about the month of January which was in the " year One Thousand Seven hundred and Ninety one a Lady, " the Wife of a Military Gentleman then on Service with " the army under the Command of the Earl Cornwallis being " during such the absence of his Husband on terms of In- " timacy and Friendship with the said Mary and by reason " of such Intimacy and Friendship a frequent Visitor at " the House of the said Complainant he the said Compliment " did Scheme and Contrive to work upon Seduce and subdue " the Affections of the said Lady from her said Husband " and had Carnal knowledge of her, a fact of other Confirma- -tion of the same were wanting Established by the — " Confession of the Complainant himself, and which " Confession of the said Complainants, was not only — " made to the said Mary but also to this Defendant and " to make other Persons as this Defendant can and will " in due time if need full prove" And this Defendant Sheweth but herein Submits to this Honble Court that for the reasons aforesaid / independant of the further — Continual folly brutality and gross Indelicacy of of Language and Conduct of the said Complainant towards —

Examined by the Court at the Hearing on the 15th November 1792 — E. B. Taylor Esqr

towards the said Mary and which Conduct of sally brutality and indelicacy is not only well known to this Defendant but also to various other Person / it is manifest and controvertible that the Complainant had not nor could possibly have or Enjoy with the said Mary great or any Share of Happiness or affection untill the Twenty fourth Day of October last past as by the said Bill he has most untruly set forth / for on the Contrary this Defendant sheweth that the said Mary on the discovery by her of the transaction aforesaid / detailed to have happened between the Complainant and the female friend of the said Mary in or about the said Month of January One Thousand seven hundred and Ninety One / did represent to the said Complainant as this Defendant has been informed by the said Mary and these therefore verily believe to be true that he the Complainants Conduct towards the said Lady her former friend Coupled with his own reflection on his the Complainants former Continual Irregularities and treatment of her of which by reason whereof her Health greatly suffered had put it out of her Power to receive him thereafter as a Husband and that therefore she wished to be separated by the Deeds or Writings usual on such Occasions - And this Defendant sheweth that so ratified was the Complainant / as this Defendant has been informed by the said Mary and does therefore verily believes to be true / with such the Proposal of the said Mary his Wife that he gave Instructions to his Attorney at Law to prepare such Deeds or Writings of Separation and which Deeds or Writings this Defendant has seen and which Deeds Covenant

Covenant for a Separation stipulating certain Yearly or other reasonable allowance for the future provision and maintenance of the said Mary as by the said Deed Deeds or Writings now in the Hands of the said Complainant or his said Attorney at Law as this Defendant has been informed and does believe reference being has would fully appear. To the further Charges in the Complainants Bill to wit that this Defendant did Seduce the said Mary then and still being the Wife of the Complainant to leave his the Complainants House and to live Seperate and apart from him at a certain Gardin house at Vipiere when she continued to reside from the said Twenty fourth Day of september untill the Nineteenth Day of January following at which time the Complainant by his Bill charges that this Defendant did take lead and carry the said Mary then and still being his the Complainants said Wife together with various Wearing Apparil Goods and Chattles and did Convey and remove the said Mary and the said Wearing apperel Goods and Chattles unto a certain dwelling House on Fort Saint George which said dwelling House was provided and furnished by this Defendant and there detained and kept the said Mary then and still being his the Complainants said Wife from the said Complainant for a certain time and afterwards removed with the said Mary then and still being the Wife of the Complainant to a certain Gardin House near to Saint Thomé whereby and by reason of the severous assaults charged by the Complainants said Bill to have been made by this Defendant on the Person of the said Mary then and

and still being the Wife of the said Complainant the the Com-
plainant charges he hath lost and is deprived of the benefit
and Servise and the did fellowship and Comfort Counsel
and assistance of his said Wife and which he ought to have
had and Enjoyed with his said Wife and which the Complai-
nant by his said Bill charges he otherwise might and
would have had and Enjoyed with the said Mary his said
Wife to his Injury and damages of Ten Thousand Pagodas
this Defendant answering saith he utterly denies to
have ever Seduced the said Mary the Wife of the Complainant
to leave his the Complainants House and to live sepa-
rate and apart from him the Complainant to wit at
Viperee on the Contrary this Defendant saith that the Com-
plainant himself did over about the first Day of may
in the said Year One Thousand Seven hundred and Ninety
one remove from the House theretofore by him occupied
being the Post Office in Fort Saint George and went to-
gether with the said Mary to reside in a Garden House
at Viperee in which House the Complainant and the
said Mary continued to reside but keeping as theretofore
and as herein before mentioned Seperate Beds and
Apartments / as this Defendant has been informed
by the said Mary and does therefore verily believe to be
the truth / until some time over about the said Twenty
fourth day of October following when the said Complai-
nant voluntarily and of his own free will and per-
mission / as this Defendant has been informed by the
said Mary and does therefore verily believe to be the
truth / Consented to the said Mary removing from
such House into which the Complainant had as-
aforesaid

aforesaid brought the said Mary and taking a small adjoining
Garden House into which the said Complainant sent some ne-
cessary furneture for her use and this Defendant saith that
he hath been informed and doth verily believe that the said
Mary was so permitted to retire to the said other Garden
House in Viperee and there to live Seperate and apart
from the said Complainant in pursuance and by reason
of the Articles of Seperation agreed upon to be Executed be-
tween him the Complainant and the said Mary to that Ef-
fect and because the said Mary became importunate for
the Execution of such Articles as necessary to her Peace
of Mind and the fast declining State of her Health con-
stantially agitated and disturbed by the Complainants
Presence and Conduct towards her, openly carrying on his
entrigues with her female Servants and all others whom
he could Seduce and Seen stopping her the said Mary
but with looks Gestures and Expressions too vulgar and
indecent to be supported by a female of any Delicacy,
and which Looks Gestures and Expressions have even
Escaped in the presence of this Defendant and and at then
one Instance whereof amongst many in the knowledge
of this Defendant he this Defendant humbly submits
to this Honble Court he may be permitted in Exposing
as at almost immediately preceded the time of the
said Mary's quitting the Complainants said Garden
House. One Evening about the Tenth Day of the said
Month of October in which the said Mary quitted the
Complainants said House this Defendant with one
or two more Persons being with her in Conversation
at the Complainants said Garden House at Viperee
the Complainant came undressed in Boots Exposedly
dirty

duty and offensive from having trod on as it appeared Carment. The said Mary his Wife was then sitting at a Table and the Complainant seated himself opposed to her on the other side of the Table on which he immediately raised his Leg the Inconvenience being presently perceived, the said Mary represented to him his Situation requesting that he would remove it, whereupon the Complainant without making any Reply raised his foot to the Edge of the Table and evidently and on Purpose as this Defendant is Confident struck the same with such Violence that it was driven against the Breast of the said Mary who Complained of being much hurt and immediately removed in Tears. And this Defendant further Sheweth that so sensible was the Complainant of his ill Conduct towards and treatment of the said Mary that in order to keep up some Degree of appearance to the World and to prevent the open shame to which he knew he must be Exposed should the Complainant that he occasionally acknowledged his faults to the said Mary and pretended to entreat her to forgiveness of him and did even apply to this Defendant and various other Persons to speak in his Behalf to the said Mary promising amore correct Conduct in future, and did also in the Month of July in the aforesaid Year one Thousand Seven hundred and Ninety One in the like spirit Intentant to impose on the Mind of the said Mary in England to write to her a Letter in the Words following "My dear Madam — Having just heard that one of his Majesty Ships is going

"to Sail for Europe I cannot allow her to leave Madras without mentioning to you that I have been Concealing unhappy story dear Mary "not having received a Line from you by the Ships of this Season "knowing that nothing gives her more Satisfaction than hearing from one of the best of Mothers and particularly as I have "reason to Suspect it has been occasioned by false and malicious Reports. I know well that Mr. West has wrote home "against her. A man who has received every attention and "kindness from her that her Situation would allow Mrs. Pearce has even gone so far as to give at almost every one "of her Acquaintance because he used not to be invited with "as but this Mr. West has imputed to another motive Almost "infamous one and I can assure my Dear madam all the "we have given up every Society on his account and supplied "him frequently with money to discharge his Debts much "further than Convenience could allow in our present Circumstances he now because we cannot afford any Pecuniary "add behave in such a Shameful manner both to his "Daughter and me that its totally impossible to live much "longer under the same Roof with him and he Circulates "by means of his Black Servants the most infamous false "hoods against her. Oblige me my Dear Madam by not "puting any Confidence in which he may write to you a "gainst his Daughter or any other Reports that may "reach Your Ears to her Prejudice. It is true we are "at present not the happiest Couple in Madras but "believe me when I declare to you that I have nobody "but my self to blame. It has been my own improper "Conduct and not that of a most Amiable Woman. I "have my Dear Madam not the most trifling im "propriety to reproach her with and I hope you will "believe me when I declare that my whole Life shall

"shall be dedicated to try to make her happy and the Greatest
"favor I could receive in this World would be a Return of that
"Esteem which I once possessed and lost only by my own folly
"No one ever met with such unjust Returns as she has for
"wishing to oblige and very few young Woman would have
"so long suffered with Propriety what one of the best of
"Girls has done. Her Health is so much impaired that
"I have frequently wished her to go to Europe but added to
"other Obligations her Reply is "She will not put me to
"an Expence" Believe me my Dear Madam that was
"I again single I know no Woman I had as soon pay my
"addresses to. as for Accomplishments I have seen few
"stand in Competition with her Your Daughter desires her
"dutiful and affectionate Remembrance to you and the
"rest of the family She has attempted more than
"once to write to you but her Spirits are too much depressed and
"the apprehension of your being biassed against her by
"misrepresentations prevents her from indulging her
"inclination to address You. Oblige me my Dear Madam
"in sending this Letter to Mr. C. West whose Heart must
"be relieved by this Justice done her Lovely Sister Jamy
"Dear Madam Yours very Sincerely Signed F. Deane Jnr
"Saint George 15 July 1791" Which Letter the said Com
plainant having written he presented the same to the said
Mary for her approbation and to request she would send
it to her Mother which the said Mary declining desired
the said Mary hath informed this Defendant from a
Conviction of her own mind that the Complainants
Views were far different from what he had Written
and

and as his Conduct no ways justified the Sentiments he Expres
sed for a Re-union with her, wherefore this Defendant sub
mits that on a Perusal of such Letters the Original whereof
is in the Hands of this Defendants Attorney at Law ready
to be produced and proved when required, It is Established
by the Complainants own shewing that the said Mary
was in all respects blameless and that the Consequence
which have followed from the Complainants Conduct
towards towards the said Mary, have been entirely induced
by the Complainant himself as will still more fully
appear from the following Circumstance for this Defendant
sheweth as in due time he doubts not, but he shall be
able to prove, that after the Complainant had in man
ner as herein Setforth drawn the said Mary to leave his
the said Complainants House in Virginia and permitted
her to reside in a Seperate house from him for a Space of time
nearly one Month Yet during all this time he the Complai
nant never did as this Defendant has been informed by the
said Mary and does therefore verily believe, give her main
tenance or Support of any kind tho the said Mary was
destitute of Money when so Obliged to leave his the Com
Complainants house, till at length and when the the
Complainant had attained as this Defendant verily
believes the End he had in View to wit to drive the said
Mary to such support Elsewhere he the Complainant
then and for the first time sent a friend to visit her
and perhaps to know if she had occation for money for
such Question was then asked her, whereupon the said Mary
shewed to the said Friend of the Complainant that as it
could not be unknown to the Complainant that he had
been

been left there without any money or means of Existence and that Consequently she must have long before starved had she not received that Protection and Assistance from another which had been withheld from her by him the Complainant that therefore this his last act of Unfeelingness towards her had for ever put a close to further Communications between her and the said Complainant. And this Defendant sheweth that the said Mary thereupon returned to the Complainant the few articles of Furniture which had been sent taken from the Complainants House being by the mines aforesaid and many similar ones too frequent for a more particular Enumaration at present compelled by necessity to apply for and accept of Protection and Support from this Defendant a measure which this Defendant is Conscious and Sensible and does verily believe would never have happened save that the means herein before set forth wherefore this Defendant humbly Submits that this Honble Court on a mature Consideration of the presence Case will distinguish not such a One wherein the Fond and Honble Husband is deprived by treachery baseness and Wantonness of the Enjoyments and Peace of Domestic Life but that of the Profligate volentarily casting from him a deserving Woman Relenguishing his Claims on her as well in point of Society by his Deeds of Separation and actually driving her to the necessity of leaving his House, as by his Neglect to support her after so obliged to quit it.

All which matters and things this Defendant is ready 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

Charges in the Law on this Behalf most wrongfully sustained

Sworn this 11th Day of June 1792 before me Andrew Ross Mayor

Thos. Parry

John Wilkenson Atty for Defendt

Filed 24th July 1792

The Replication of Thomas Pearce to the Answer of Thomas Parry

This Repliant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and advantage of Exception to the many manifest uncertainties Insufficiencies and Imperfections in the said Answer contained for Replication thereunto saith that his Bill of Complaint and all and Singular the matters and things therein contained in good 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 of the said Defendant is very evasive and insufficient in the Law to be by this Repliant replied unto for diverse manifest imperfections and uncertainties therein contained the benefit of Exception whereunto being now and at all times said unto this Repliant he for further Replication Saith that whether this Repliant was or was not irregular in his Conduct in any wise concerned the Defendant who had no Right whatever to intermeddle in the Domestic Concerns of this Repliant and even suppose that this

this Repliant had been Guilty of all the Improprieties imputed to them by the Defendant he the Defendant cannot claim any Justification therefrom in confirming the unhappiness of the said Mary the wife of this Repliant by debarring her from her Duty as this Repliants Wife, and it is still the more unpardonable in the Defendant to have acted as he hath done when it appears by his own shewing in his answer that he was in the entire Confidence of the Repliant which confidence he hath by his own shewing shamefully betrayed and advantaged himself there of to promote his own Liecntions and unlawful purposes and sacrifising them unto the Peace and happiness of them instead of palliating or atoning for the Crime he hath Committed against Society in General as well as against this Repliant and his said wife— this Repliant further saith that supposing the writings or Deeds of seperation were drawn as stated in the Defendants Answer the Defendant hath no business therein or to divert them to but so far as the fact can affect the presence Cause this Repliant humbly submits that the argument is an aggravation of the Conduct of the Defendant because it shews that this Repliant in order to indulge the wishes of his said wife Mary had given her consent to an Arrangement for promoting her peace without affecting her Reputing and Submitted to a temporary deprivation of the Comforts of Matrimony in the hope of soothing the mind of the said Mary and Reconciling her by the lenient hand of time to a happy and permanent reunion with this Repliant whereas the defendant instead of acting so benevolent a Principal and reconciling satisfied mind by the prospect of better days and by the

the internal Peace arising from a discreet and chaste deportment hath for ever distroyed the happiness of this Repliant and of his said wife

This Repliant admits his having written the letter which the Defendant hath set forth in his answer and he submits that the Defendant could not have advanced a more conclusive Aggravation of his own misconduct than by introducing such Letter in his answer for his Repliant saith that from the very wording thereof this Repliant manifested the most the most sincere Contrition for having caused any uneasiness to his said Wife and also expressed his sentiments of his good Qualities in such strong language as much proved his poignant Misery at being for ever deprived of his Society by the machinations of the Defendant— this Repliant further saith that its fair to conclude from the said letter being in the possession of the Defendant instead of being forwarded to the Mother to the said Mary as was the intent of this Repliant and from the period when it was written to wit when the proposition for a temporary Separation was on foot and little more than three Months before the said Defendant had so seduced and carnally knew this Repliants Wife the Defendant had in Contemplation at the time he prevented the said Mary from forwarding the said letter to him the same to his own purposes and to exculpate himself and the said Mary under the Contents thereof when as this Repliant Humbly Submits the matter of Fact establishes a most unjustifiable Combination between

between the said Defendant and the said Mary to him the
Contrate and benevolent disposition of this Replicant to
their own unwarrantable purposes — This Replicant de-
nies that he drove the said Mary his Wife from his house
at Osprey, On the Contrary he endeavoured all in his po-
-wer to the hour of his quitting it to reconcile her to remain
therein, and he also offered and repeatedly sent her money
and tendered her every aid in his power with views of recon
-ciling her to him and he Solemnly denies having ever
done any wanton act personally towards the said Mary
tending to shew that he wished to cast his said Wife from
him —

This Replicant lastly saith that let this Replicants
Conduct be what it may the Defendant cannot derive
any Justification of himself therefrom, and as to this
Replicant hath entered into a Reply of the Points which
affected him as a Member of Society so as the Husband
of the said Mary nevertheless the same was unnecessary
towards establishing this Replicants Claim to Damages
against the defendant for having seduced and Carnally
known this Replicants wife and this Replicant Submits
that this Honble Court will if the facts be proved, give
Judgment accordingly —

All which Matters and things this
Replicants is ready to ever maintain and prove as this
Honble Court shall direct and most Humbly prays
as in and by his said Bill he hath already prayed —

Bopham
Atty for Replicant

Filed 14th August 1792

The General Rejoinder
of Thomas Curry Defendant
to the Application of Thomas
Pearce Complainant —

This Defendant now and at all times hera-
-after saving and reserving to himself all and all manner of
of benefit and advantage of Exception to the uncertainties and
insufficiencies of the said Replication of 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 ever and Maine
-tain all and every thing and things therein contained to be true
and certain in such manner as therein is alledged and Expres
-sed and this Defendant also saith that the said Replication
of the said Complainant is uncertain and insufficient in the Law
to be Rejoinder unto by the Defendant for Divers defects
and imperfections therein —

All which Matters and things this Defen
-dants is ready and willing to aver maintain and prove
in such manner and form as this Honble Court shall
direct and therefore humbly prays as in and by his
said Answer he hath already prayed —

J. Wilkenson
Atty for Defendant —

Interrogatories to be Exhibited to such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending and at issue in the Honble the Mayor's Court at Madraspatnam wherein Thomas Pearce Esquire is Compliainant and Thomas Parry Esquire Defendant

On the part and behalf of the Compainant

To all the Witnesses — First — Do you know the parties Complainant and Defendant in the Title of these Interrogatories named or either and which of them? If Yea, how long have you so known them or either and which of them Declare

To the Reverend Archdeacon Richard Leslie ... Second — Are You or are You not Chaplain of Fort Saint George and did You or did You not in the Exercise of your duty and at any time and where perform the Marriage Ceremony between Thomas Pearce the abovenamed Complainant and Mary West — If Yea where was the said Ceremony performed and who were present on that occasion

To Minga Esteevan and Mooniapah ... Third — Are You or are You not or have You or have You not been lately and where employed about the person of Mrs Mary Pearce the wife of the abovenamed Complainant? If Yea, in wat capacity and how long have you lived in her service — Did or did not the said Mary Pearce at any and what time remove from the House wherein she had lived with her Husband the above Complainant and go to live at a House at Vipery or any place else? If Yea in what Account or for what reason did she so quit the same Does or does not the said Mary Pearce live in the said House now — If not where else? and for what reason and at what time did she so quit the same where does the said Mary Pearce reside now and who is the owner of the House or who pays the rent thereof —

Fourth — Does the said Mary Pearce now Cohabit with the said Thomas Pearce the Defendant in the above Cause? If Yea how long has she Cohabited with him, Do they lie in the same Bed If Yea, have you seen them in Bed together and how often —

To Mariapah ... Fifth — Are you are You not a Servant in the Service of Thomas Parry the Defendant in this Cause? If yea in what Capacity and how long have you been in his Service — where does your Master the Defendant above named reside now? Does or does not Mary Pearce the wife of the above named Complainant reside in the same House with the Defendant? If Yea do the said Defendant and the said Mary Pearce Cohabet and live together as a Married wife? Do they or do they not Sleep in the same Room and Bed — If Yea for how long, at time have they so Cohabited together —

To all the Witnesses — Lastly — Do You know of any other matter or thing or have you heard or can you set forth any thing touching the Matter in question in this Cause that may tend to the benefit and Advantage of the Complainant? If yea Declare the same as you know have been informed or do believe together with with the Reasons of such belief as fully as if you had been thereunto particularly interrogated —

Popham
Atty for Complainant

By The Mayors Court at Madraspatnam

L.S

Between Thomas Pearce Junior Merchant in the Civel Service of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort St George Complainant & Thomas Parry of Fort St George Merchant Defendant

To Messrs Thomas Stephens Peter Maffey Captn Hugh Jones and John Kallorany three or two of your Court Fort St George.

The Mayors Court at Madraspatnam having great Confidence in the Care Fidelity and Circumspection of you the said Messrs Thomas Stephens, Peter Maffey Captn, Hugh Jones, & John Kall Do by these Presents Give to you or any three or two of you full Power and Authority to Examine all or any Witnesses whatsoever upon such Interrogatories as shall be Exhibited by you by the Parties in this Cause or any one of them and you are to cause to come before You the Witnesses in this cause at such time and place as you shall Appoint and those Witnesses and Every of them by themselves Separately you are to Examine upon their Oaths to the Interrogatories aforesaid and the Examination of such Witnesses you are to take in writing and return the same to this Court under your hands and Seals on or before the 15th day of September Next together with the said Interrogatories aforesaid and this Commission But before you Proceed to Examine any Witnesses you are to take such Oath as is hereafter mentioned to be the Oath for the Commissioners to take and you are to Cause such Clerk or Clerks Interpreter or Interpreters as you shall Employ under you to take such Oaths as is hereafter mentioned to be the Oaths for the Clerks and Interpreters to take and You have hereby full power to Administer such Oaths Given under the Seal of the Mayors Court at Madraspatnam and under the Hands and Seals of Andrew Ross Esquire Mayor of Madraspatnam and of Mr Josias Du Pre Porcher One of the Aldermen of Madraspatnam this 29th Day of August Anno Domini 1792.

G. Taylor Regr

Andrew Ross Mayor of Madraspatnam L.S

Jos Du Pre Porcher One of the Aldermen of Madraspatnam L.S

The Commissioners oath

You shall Accordingly to the best of your skill and Knowledge truly Faithfully and without partiality to any party take the Depositions of all and every the Witness and Witnesses produced before and Examined by you or any three or two of you, you shall not without Express Direction from the Court Publish Disclose or make known to any Person or Persons whatsoever (Except to the Clerk or Clerks Interpreter or Interpreters by you Emplied and Sworn to Secrecy in the Execution of this Commission) the Contents of all or any of the Depositions of the Witnesses to be taken by you or any three or two of you Commissioners the Commission named by virtue of the said Commission until Publication shall pass—

So help You God

The Clerks oath

You shall truly and Faithfully and without Partiality to any or either of the Parties take Note down and Copy the Depositions of the Witness or Witnesses produced before and Examined by

by the Commissioners or any three or two of them named in this Commission as Forsorth as you are directed and Employed thereunto by the said Commissioners or any of them and you shall not without express Directions from the Mayors Court at Madraspatnam Publish Disclose or make Known to any Person or Persons whatsoever the Contents of all or any the Depositions of the Witnesses or any of them to be taken Wrote down or Copied by you or where to you shall have Recourse or by any ways privy untill Publication shall Pass—

So help You God

Witnesses oath

You Swear that You will true Answer make to all such Questions as shall be asked you upon these Interrogatories without favr or affection to either party you shall declare the truth the whole truth and nothing but the Truth—

So help You God

The Interpreters oath

You shall Swear that you will and Truly execute the Office of Interpreter for such time as you shall be Employed therein by the Commissioners named in this Commission or any three or two of them and shall duly and justly without partiality to any party Interpret what any Witness or Witnesses shall have to Testify touching this Cause and you shall not without express Directions from the Mayors Court at Madraspatnam Publish Disclose or make Known to any Person or Persons whatsoever the Contents of all or any the Depositions of Witnesses or any of them Interpreted by you untill Publication shall pass—

So help You God

The Execution of this Commission appears in Certain Schedule hereto Annexed this 30th Day of October in the Year 1792.—

By us

Thomas Stephens (L.S.)
Hugh Jones } Commissioners
(L.S.)

Mayors Court at
Madraspatnam

Between Thomas Pearce
Esquire Complainant
and
Thomas Parry Esquire Defendant

Depositions

of Witnesses taken by Virtue of a Commission issued out of the Honble the Mayors Court at Madraspatnam, and directed to Thomas Stephens, Peter Reyley Capin, Hugh Jones, and John Hall or any two of the Commissioners therein Named for the Examination of Witnesses in the above mentioned Cause.—

The Reverend Richard Leslie, Clerk, Captain to the Garrison of Fort Saint George, aged Forty three Years or thereabouts being produced sworn and Examined as a Witness in this Cause on the Twenty Sixth day of October in the Year of Our Lord One Thousand Seven Hundred and Ninety two deposeth as followeth—

To the ..... To the first Interrogatory this Deponent Saith, that he doth know the Complainant Thomas Pearce in this Cause and that he hath so known him for these Nine Years or thereabouts but not intimately and that he doth know the Defendt Thomas—

Thomas Parry in this Cause and that he hath so known him for these Four Years or thereabouts and more he saith not to this first Interrogatory—

2nd ..... To the second Interrogatory this Deponent saith that he is Chaplain the the Garrison of Fort Saint George and did perform the Marriage Ceremony between Thomas Pearce the Complainant in this Cause and Mary West in Saint Marys Church Fort Saint George on the Eighth Day of November in the Year of our Lord One Thousand seven hundred and Eighth Eight in the presence of James West and James Porter, and more he saith not to this second Interrogatory—

To the Last Interrogatory this Deponent Saith that he knows Nothing further that what has been already declared in answer to the foregoing Interrogatories and more he saith not to this last Interrogatory—

Thomas Stephens
Hugh Jones } Commissioners

Mayors Court at
Madraspatnam

Between Thomas Pearce
Esquire Complainant—
and
Thomas Parry Esquire Defendant—

On the Part and behalf of the Complainant—

Depositions of Witnesses taken by virtue of a Commission issued out of the Hon^ble the Mayors Court at Madraspatnam, and directed to Thomas Stephens, Peter Mafsey Esquires, Hugh Jones and John Hall any two of the Commissioners therein named for the Examination of Witnesses in the above mentioned Cause—

Minga

Minga Eteeman of Madras aged thirty years or thereabouts being produced, Sworn and Examined as a Witness in this Cause on the twenty Sixth Day of October in the Year of our Lord One Thousand, Seven hundred and Ninety two, Deposeth as follows—

1st ..... To the first Interrogatory, this Deponent saith that she doth know the Complainant Thomas Pearce in this Cause and that she hath known him for these two Years or thereabouts, and that she doth know the Defendant Thomas Parry in the above Cause and that she hath known him for one Year or thereabouts and more she saith not to this first Interrogatory—

2nd ..... To the second Interrogatory this Deponent saith that she hath been and is now employed about the person of Mary Pearce the wife of the above Complainant in the capacity of a Servant, and that she hath been so employed for the space of One Year or thereabout that the said Mary Pearce did remove from the House where she had lived with her Husband and did go to live at another House at Vepery, that she does not know the reason why Mary Pearce left the House, she had lived at with her Husband as this Deponent was ill at that time, that the said Mary Pearce does not now live at the said House but at the Garden House of Arunadum Paupiah Brannany, that she does not know the reason why the said Mary Pearce quitted the said house at Vepery, that she believes the House when the said Mary Pearce now resides is the property of Arunadum Paupiah Brannany, but she does not know who pays the rent thereof and more she saith not to this second Interrog.—

3rd ..... To the third Interrogatory, this Deponent saith that the said Mary Pearce does cohabit with the said Thomas Parry Defendant in the above Cause, and that she hath so cohabited with him for the space of One Year or thereabouts that the said Mary Pearce and Thomas Parry do lay in the same Bed, and that the Deponent hath often seen them in Bed—

Red together and more ſhe ſaith not to this third Interrogatory

4th ..... To the last Interrogatory this Deponent ſaith that ſhe knows nothing that may tend to the benefit and Advantage of the Complainant, further then what has been already declared in answer to the foregoing Interrogatories and more ſhe ſaith not to this last Interrogatory

Thomas Stephens
Hugh Jones } Commiſſioners

The Mark of + Moniga Esterman

Mayors Court at Madraspatnam

Between Thomas Peare Eſquire Complainant
and
Thomas Parry Eſquire Defendt
One the Part and behalf of the Complainant

Depoſitions of Witneſſes taken by Virtue of a Commiſſion iſſued out of the Honble the Mayors Court at Madraspatnam, and directed to Thomas Stephens, Peter Maſſey Eſq, Hugh Jones, and John Ball, or any two of the Commiſſioners therein Named for the Examination of Witneſſes in the above Mentioned Cause

Mooniapah of Madras Butler aged Twenty Six Years or thereabouts being produced Sworn and Examined as a Witneſſ in this Cause on the Seventh Day of October in the Year of our Lord One Thouſand Seven Hundred and ninety two deposeth as follows.

1st ..... To the Firſt Interrogatory this Deponent ſaith that he doth know the Complainant Thomas Peare in this Cause and that he hath ſo known him for these three years or thereabouts and that he doth know the Defendt Defendant Thomas Parry in the above Cause and that he hath ſo known him for these three Years or thereabouts and more he ſaith not to this firſt Interrogatory

2nd ..... To the Second Interrogatory this Deponent ſaith that he is now and has been for these Six Months past employed as Butler in the ſervice of the ſaid Mary Peare, that the ſaid Mary Peare, that the ſaid Mary Peare did remove from the Houſe in which ſhe lived with her Huſband to another Houſe in Vepery, that he does not know the Reaſon for her quitting the Houſe of her Huſband, that the ſaid Mary Peare does not at preſent live in the Houſe ſhe went to on quitting her Huſband but that ſhe removed from them in to a Houſe of Mr. Davidſons in the Fort and from Mr. Davidſons Houſe ſhe removed to a Houſe of Chinna Kiſtnamah Naick near St. Thomé and from thence to a Houſe belonging to Avadenum Paupiah Kranning Near Vepery where ſhe now Reſides, and that he does not know who pays the Rent of the ſaid Houſe, and more he ſaith not to this ſecond Interrogatory

3rd ..... To the Third Interrogatory this Deponent ſaith, that the ſaid Mary Peare does not Cohabit with the ſaid Thomas Parry Defendant in the above Cauſe, and that ſhe has not Cohabited with the ſaid Thomas Parry for the ſpace of Six Months or thereabouts to the beſt of his Recollection That he believes the ſaid Mary Peare and Thomas Parry do lay in the ſame Bed that he has not ſeen them in Bed together but that they lay in a Room where there is but One Bed and more he ſaith not to this Third Interrogatory

4th ..... To the laſt Interrogatory this Deponent ſaith that he knows nothing that may tend to the benefit and Advantage of the Complainant in this Cauſe, further then what has been already

already declared in answer to the foregoing Interrogatories — and more he saith not to the last Interrogatory —

Thomas Stephens
Hugh Jones } Commissioners

Mayor's Court at
Madraspatnam

Tuesday the 27th Day of November
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
John Mitford and Henry Chibley
Michell — Aldermen

Between Thomas Pearce Junior Merchant in the Civil Service of the United Company of Merchants of England trading to the East Indies under the Presidency of Fort Saint George Complainant and Thomas Parry of the same place Merchant Defendt.

This Cause Coming on to be Heard and Debated this day Day in the Presence of the Attornies on both sides, on reading the Complainants Bill the Defendants Answer, the Replication, the General Rejoinder, the Interrogatories and Depositions on the part of the Complainant One Hearing the Pleadings made use of by the Attornies and mature Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just Sum of Five Thousand Pagodas Pagodas 5000/ Damages together with all Costs of this Suit.

Huz

Filed 4th Decr 1792

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 27th Day of November Anno Domini 1792

Present
Andrew Ross Esquire Mayor
John Mitford and Henry Chichley
Michell — Aldermen
Columtaula Veerasawmy Naick
Auvoola Govindapah

Mr. John Wilkinson Attorney for the Defendant prays leave to declare acting his Client not having furnished him with either Money or Instructions Ordered accordingly unless Cause be Shewn to the Contrary by Next Court day — and it is further Ordered that the Attorney do serve his Client with a Copy of this Minute of which Service Affidavit is to be made —

A True Extract

G. Taylor
Regr.

In the Honble the Mayors
Court at Madraspatnam

Between Colantuata Veerasawmy Naick Complainant
and Nuvvola Govindapah Defendant

The Affidavit of Joshua Compton one of the Serjeants of this Honble Court

This Deponent maketh Oath and saith that he did on the Third Instant personally attend at the Dwelling House of the above named Defendant to serve him with a Copy of the within Extract of the Minutes of this Honble Court but not finding him at home This Deponent did leave a true Copy of the said Extract with one of the Defendants People with Directions to deliver it to him on his Return

Sworn to in Court
This 4th Day of December 1792

G. Taylor
Regr

Joshua Compton
Mace Serjeant

Filed 30th October 1792

To the Honble the Mayors Court of Madraspatnam

The Humble Petition of
Mr Gilbert Ricketts of
Madras Gentn

Humbly Sheweth

That your Petitioner having been regularly bred to the Profession of the Law is desirous of Practising as an Attorney in this Honble Court

Your Petitioner therefore now Humbly prays to be admitted in that Capacity, which indulgence, should he be so fortunate as to obtain, will impress on him a very sentiment of gratitude And as in duty bound

Your Petitioner will ever pray

Gilbt Ricketts

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of December Anno Domini 1792

Present
Andrew Ross Esquire Mayor
William Webb and William Abbott
Aldermen

Petition of Mr Gilbert Ricketts praying to be permitted to practice as an Attorny of this Court and thereupon he is admitted and the Oath of allegiance and Office ad-
ministered to him

Filed 4th Dec.r 1792.

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of
Ranganaudom Interpreter

Sheweth

That the Papers Translated by your Petitioner are Confined to Original Papers in Exhibite and Answers to Bill of Complaint and for which Your Petr. Receives no More than Six fanams a folio that altho the Business is very Precarious and Uncertain yet as it sometimes pours in upon your Petitioner suddenly he is under the Necessity of Keeping Two Writers Constantly in his pay and Constantly with him and from that Circumstance is under the further Necessity of Giving them Wages — That upon an Average they are Two Thirds of their time unemployed Owing to the uncertainties aforesaid and therefore the Emolument of his Office goes to the Payment of the Writers Employed in it. That the Trust reposed in Your Petitioner as an Interpreter is so great that it Requires Due Attention and Care in Translating Literally the Papers Sent to him without Delay; That Rendering the Eastern Languages into that of English is very Difficult Besides this he is Responsible to what he Translates That all other Translations do Receive Eighteen fanams for a Side and as Your Petitioner is Convenced that this Honble Court is desirous that the Officers of the Court should derive some advantage from their Stations —

Your Petitioner Most humbly prays that this Honble Court will Condescend to take his Situation into their Consideration and be Pleased to Grant him the Sum of Eighteen fanams for every Folio for which Indulgence Your Petitioner as in Gratitude —

Will Ever Pray
Ranganaudom.
Interpreter

Filed 4th Dec.r 1792

To the Honble the Mayors
Court at Madraspatnam

Between Allagapah Mo-
-deliar of Madras Inhabitant
Complainant — and
Coyelaramah of the same place
Inhabitant Administratrix of
Arandah Moodo Moodeliar
Deceased as also Administra-
-trix of Comaroo Vallo Mo-
-udliar Deceased Defendants

The humble Petition of the above named Complainant

Sheweth

That Your Petitioner being very Poor as appears by Affidavit herewith is by reason of such his poverty unable to Commence an Action against the above named Defendant —

I humbly conceive that the plaintiff has just Cause to be relieved touching the Matter of this Petition and for which he has exhibited his Bill of Complaint —

G.P. Cook

And therefore most humbly prays this Honble Court will be Pleased to Admit him to Commence his suit in forma Pauperies And Your Petitioner as in Duty Bound —

Shall ever Pray
G.P. Cook.
Atty for Petitioner

Filed 4th Dec.r 1792

In the Honble the Mayors
Court at Madraspatnam

Between Allagapah
Modelliar of Madras
Inhabitant Complainant
and
Coyelasammah of the same
place Inhabitant Administra-
-tra of Randah Moodoo Mo-
-delliar Deceased as also Ad-
-ministratrix of Comaroo
Vallo Modelliar Deceased
Defendant

The Affidavit of Allagapah Modelliar
the above named Complainant

This Deponent maketh oath and
saith that he is not worth the Sum of twelve Pagodas
and half in all the world his Just Debts being
first paid and his wearing apparel and the Mat
ters in Question in this Cause only excepted

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

Ranganaudom
Interpreter

Malabar

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 4th Day of December Anno Domini 1792

Present
Andrew Ross Esquire Mayor
William Webb and William Abbott
Aldermen

Bill Allagapah Modelliar filed this day
Coyelasammah Administratrix of Randoo Moodoo Mon
-delliar and also Administratrix of Comaroo Velloo Modelliar
to be Summoned
Petition and affidavit of the Abovenamed Complainant praying
leave to Commence this Suit in Forma Pauperis Sworn to in Court
read and filed this day — Ordered that the Complainant be permitted
to carry on this Suit in Forma Pauperis

Filed 6th Nov.r 1792

To the Honble the Mayors
Court at Madraspatnam

Between Thomas Perry
Complainant and Ram Row
Defendant

The humble Petition of Latchamana Royer
Vencata Royer of Madras Inhabitant

Sheweth

That some time now about the twentieth day of September and in the present Year of Christ One thousand Seven hundred and Ninety two the above named Complainant did Exhibit and file the Bill of Complaint in this Honble Court against the Defendant above named for the recovery of the Sum of twenty Eight thousand three hundred and fifty five pagodas forty fanams and Eight Cash and your Petitioner Sheweth that on or about the twenty second day of October last past the Complainant above named having made Oath to the Justness of the debt and that the Defendant had been within the Jurisdiction of this Honble Court since the Cause of action arose did thereupon pray an on the day aforesaid obtain a Warrant of Sequestration issuing out of this Honble Court directed to the Sheriff of Fort Saint George town of Madraspatnam and the districts thereof to Seize and Sequester the Goods and Chattels of the Defendant above Named and Your Petitioner Sheweth that in Consequence thereof and by Virtue of the said Writ of Sequestration the said Sheriff did at the instance of the Complainant above named instead of Seizing and Sequestering the Goods and Chattels of the Defendant above named did wrongfully and unjustifiably Seize and Sequester certain House and Ground the property of Your Petitioner at pedda Naick pettah in Sauly Street between the Houses of Sawanah Moodelly Tanapah Moodelly and Andepilla pellier Pagoda Street as by the Chaultry Bill of Sale thereof Copy whereof is hereunto annexed for the inspection of this Honble Court to which Your Petitioner begs leave to refer and prays the same may be taken as part of this his petition the Original being ready to be produced when required May more fully and at large appear

Your Petitioner therefore most humbly prays that this Honble Court will be pleased to Order the Sheriffs Seals to be taken off from the premises aforesaid and that the Complainant at whose instance the premises were as aforesaid Sealed may be taxed with all Costs attending the application and Your Petitioner will as in duty bound Ever pray

J. Stuart Hall
Jno. Hamilton } Atty Pets.

Filed 6th Nov.r 1792

To the Honble the Mayors
Court at Madraspatnam

Between Thomas Perry
Complainant and Ram Row
Defendant

The humble Petition of Latchamana Royer
Vencata Royer of Madras Inhabitant

Sheweth

That some time on or about the twentieth day of September and in the present Year of Christ One thousand Seven hundred and Ninety two the above named Complainant did Cahibit and file the Bill of Complaint in this Honble Court against the Defendant above named for the recovery of the Sum of twenty Eight thousand three hundred and fifty five pagodas forty fanams and Eight Cash and your Petitioner Sheweth that on or about the twenty second day of October last past the Complainant above named having made Oath to the Justness of the debt and that the Defendant had been within the Jurisdiction of this Honble Court since the Cause of action arose did thereupon pray an order the day aforesaid obtain a Warrant of Sequestration issuing out of this Honble Court directed to the Sheriff of Fort Saint George town of Madraspatnam and the districts thereof to seize and Sequester the Goods and Chattels of the Defendant above Named and Your Petitioner Sheweth that in Consequence thereof and by Virtue of the said Writ of Sequestration the said Sheriff did at the instance of the Complainant above named instead of seizing and Sequestering the Goods and Chattels of the Defendant above named did wrongfully and unjustifiably Seize and Sequester certain House and Ground the property of Your Petitioner at pedda Naick pettah in Sauly Street between the Houses of Sevanadi Modelly Janapah Modelly and Andepilla pellaar Pagoda Street as by the Chaultry Bill of Sale thereof Copy whereof is hereunto annexed for the inspection of this Honble Court to which your Petitioner begs leave to refer and prays the same may be taken as part of this his petition the Original being ready to be produced when required May more fully and at large appear

Your Petitioner therefore most humbly prays that this Honble Court will be pleased to Order the Sheriffs Seals to be taken off from the premises aforesaid and that the Complainant at whose instance the premisses were as aforesaid Sealed may be taxed with all Costs attending the application and Your Petitioner will as in duty bound Ever pray

J. Stuart Hall
Jn.o Hamilton
} Atty Petr.

N. 1002.

Know all Men by these Presents that I Pedda paudy Venkiah administrator to the Estate and Effects of Maniumbadoo Moodu Modelly deceased as appears by a Letter of administration dated 1st December 1786 for and in Consideration of the sum of Eight hundred and Eighty pagodas to me in hand for and on Account of the said Estate by Letchamana Royer Venkata Royer have Bargained and Sold and do hereby bargain and sell unto the said Letchamana Royer Venkata Royer a House and Ground Containing in length from East to West fifty four feet and in breadth from North to South at the East End forty five feet and at the West End forty four feet and three quarters which premisses are situated at pedda naicks pettah in Sandy Street between the House of Sewanah Modelly Tanapah Modelly and Andapitta pelliar Pagodas Street as appears by a Deed of Sale N 1974 Granted to the said Manumbadoo moodu Modelly To Have and to Hold the said House and Ground and every part thereof with all the appurtenances now belonging to the same unto the above named Letchamana Royer Venkata Royer his Heirs and assigns for Ever In Witness whereof I have hereunto set my hand in Fort Saint George this twenty fifth day of April One Thousand Seven hundred and Eighty Eight

Sealed & Delivered
in the Presence of
Jon. Hawke
Tyer Esqr

/Signed/ [illegible]

Witnesses
[illegible]
Butta aduraranapah
[illegible]
Vaseredy Tanapah
[illegible]
Town Cuicopoly Punah Eya
[illegible]
Gorroupaulhammastry

/Signed/ John Hollond
R Maunsell
} Justices

Registered in Fort St George
the 6th day of Novr 1788
Joseph Shawe Regr.

Stuart Hall
a true Copy
Stuart Hall
Jno Hamilton
} Attys for Petr

Extract from the Minutes of the Court Held at the Town Hall on Tuesday the 11th Day of December Anno Dominii 1792

Present

Andrew Ross Esquire Mayor

John Metford and James Daly Aldermen

Thomas Parry

vers

Ram Row

The attorneys for Petitioners Letchamen Royer and Venkata Royer produce to the Court a Certificate of the Register that the usual Rules have issued for the Respondent to Answer the Petitioners Petition which he has neglected doing they therefore pray that the prayer of the Petitioners Petition may be granted to which the attorney for the Respondent objects and prays that the Petitioner Latchamanah Royer and Venkata Royer may be Next Court day deliver into Court the Original Bill of Sale Copy whereof is annexed to the Petitioners Petition — The Court having taken the same into Consideration it is Ordered that the prayer for the production of the Original Bill of Sale be Over ruled the time for answering having expired and that the prayer of the Petitioners Petition be granted that the Sheriffs Seals be taken off the Sequestered Premisses and that the Respondent do pay the Costs attending the Petition —

Filed 11th Decr 1792

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of December Anno Domini 1792

Present

Andrew Ross Esquire Mayor

William Webb and William Abbott

Aldermen

Daniel Reid

vers

Ivadanam Rawmasawmy Bramimy

& Contra

The attorney for the Original Defendant prays leave to decline acting for want of money as also for want of Instructions to draw the Rejoinder Ordered accordingly unless Cause be shewn to the Contrary by next Court Day and its further Ordered that the attorney do serve his Client with a Copy of this minute of which Service Affidavit is to be made.—

A True Extract

G. Taylor

Regr

In the Honble the Mayor's Court at Madraspatnam

Between Daniel Reid

Original Complainant and Cross Defendant Ivadanam Rawmasawmy Braming Original Defendant and Cross Complainant

The Affidavit of Joshua Crampton one of the Serjeant of this Honble Court

The above named Defendant Maketh Oath and saith that he did on the Eighth day of this Present Month of December Personally Serve the above named Original Defendant and Cross Complainant with a Copy of the Within Extract from the Minutes of this Honble Court.—

Joshua Crampton

Mace Serjt

Sworn to in Court this 11th December 1792

G. Taylor

Regr

Extract from the Minuts of a Court Held at the Town Hall on Tuesday the 11th Day of December Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Meitford and James Daly

Aldermen

Daniel Ried

vers

Ivadanam Rawmasawmy Bramimy

& Contra

Affidavit of Joshua Crampton of Service of Notice on the Original Defendant and Cross Complainant of his Attorney having declined acting Sworn to in Court read and filed.— Ordered that the Attorney for the Original Defendant and Cross Complainant be permitted to decline acting— The attornies for the Original Complainant and Cross Defendant pray that the Original Defendant and Cross Complainant may be next Court Day appoint another Attorney to act for him

— Ordered Accordingly.—

Filed 11th Dec.
1792

Gentoo

In the Honble the Mayor's
Court at Madraspatnam

Between Streenewasula
Gopaulah by his attorney Ni-
cholas Finther Linden Complai-
nant and Soorah Venganah
Defendant

The Affidavit of Vencayah Braming
of Madras Inhabitant

The Deponent abovenamed maketh Oath
that he the Deponent and the Defendant did together
keep an Account of the Money dealing and transac-
tions which Existed between the Complainant and the
Defendant in this Cause and the Deponent thereupon
saith that the Cadjan Accounts delivered into this Honble
Court at the requisition of the Defendant above named Do
Contain the whole of the particulars Composing the Item
of four hundred and thirty Six pagodas One fanam
and five Cash

(Signed) Vencayah

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

Ranganaudam
Interpreter

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 11th Day of December Anno Domini 1792

Present
Andrew Ross Esquire Mayor
John Mitford and James Daly
Aldermen

Streenewasula Gopaulah by his attorney Nicholas
Finther Linden
vers
Soorah Venganah

Affidavit of Venigah Sworn to in Court read and filed this

this Day — Mr. George Chalmer attorney for the Defendant prays he may be furnished with Copy of the above affidavit and that he may be allowed till next Court day to consider of it. — Ordered accordingly. —

Filed 4th December 1792

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of December Anno Domini 1792

Present

Andrew Ross Esquire Mayor

William Webb & William Abbott

Aldermen

Coluntaula Veerasawmy Naick

vers

Awoola Govindapah Naick

Affidavit of Joshua Crampton of Service of Notice upon the Defendant of his attorney prayed leave to decline acting Sworn to in Court read and filed this day — Ordered that Mr. John Wilkenson be permitted to decline acting The Attorney for the Complainant prays that the Defendant may be next Court Day appoint another attorney to act for him in the room of Mr. John Wilkenson — Ordered accordingly —

A true Extract

G. Taylor

Regr.

In the Honble the Mayors Court at Madraspatnam

Between Coloontaula Veerasawmy Naick of Madras Complainant — and — Awoola Govindapah Naick of the same place Defendant.

The Affidavit of Joshua Crampton One of the Serjeants of this Honble Court

This Deponent maketh Oath and saith that he did on the Eighth day of this Present Month of December leave at the dwelling House of the abovenamed Defendant a Copy of the within Extract from the Minutes of this Honble Court

Sworn to in Court this 11th day of Decr 1792

G. Taylor Regr.

Joshua Crampton Mace Serjt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th Day of December Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Meitford and James Daly

Aldermen

Coloontaul Veera Sawmy Naicker

~~vers~~

Awoola Govindapah Naicker

Affidavit of Joshua Crampton of Service of Notice upon the Defendant to appoint another attorney to act for him in the room of Mr. John Wilkinson — Sworn

sworn to in Court read and filed this day — The attorney for the Complainaint prays that Publication may pass — Mr. John Wilkinson prays leave to appear as attorney for the Defendant and prays he may be allowed the time of three Weeks for the Examination of Witnesses: The Court having taken the same into consideration are of opinion that Mr. John Wilkenson who declined acting two Court Days ago ought not to be allowed to enter his appearance again as the Court think that his Conduct on the part of the Defendant is calculated merely for delay: it is therefore Ordered that Publication do pass

Filed 11th December 1792

To the Honble the Mayors Court at Madraspatnam

The Humble Petition of Gilbert Ricketts

Humbly Sheweth

That your Petitioner having been admitted one of the Attornies of this Honble Court and being desirous to Practice as a Notary Public under the Sanction and Usage thereof —

He therefore most humbly Prays this Honble Court will be pleased to Order that the Oath of Notary Public may be administered to him —

And Your Petitioner as in duty bound will ever Pray —

Fort St. George
11th
December 10 — 1792

Gilbt. Ricketts

Extract from the Minutes of a Court Held at the Town Hall in Tuesday the 11th Day of December Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Mitford and James Daly

Aldermen

Petition of Mr. Gilbert Ricketts praying to be appointed a Notary Public read and filed this Day — He is admitted, and the Oath of allegiance and Office are administered to him —

Filed 18th December 1792

In the Honble the Mayors Court at Madraspatnam

Between Anthony Complainant and Alexander alias Alexr Defendant

The affidavit of James Stuart Hall One of the Attornies of this Honble Court —

James Stuart Hall the above named Deponent maketh Oath and say that on the last Court day when issue Joined in the above Cause he had not seen the Rejoinder filed by the Defendant and that on perusing the said Rejoinder on Saturday last which was the first time he saw it he found stuffed to the best of the Deponents Knowledge and belief with impertinent and irrelevant matter and such as the Complainant ought not to be to issue upon —

D Stuart Hall
Attr. for Compt
Jno Hamilton

Sworn in Court
this 18th Dec 1792
Gs Taylor
Regr

D Stuart Hall

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of December Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Callan Benjamin Roebuck

Aldermen

Anthony

~~vers~~

Alexander alias Alexo

The Attornies for the Complainant prays leave to file the Affidavit of James Stuart Hall One of the Attornies for the Complainant Sworn to in Court this day upon which they pray that the Order of Court whereby Issue was Joined in this Cause may be set aside and that they may be allowed to file Exceptions to the Defendants Rejoinder to which the Attorney for the Defendant objects because Issue was Regularly Joined and because it is contrary to the course of the Court to file Exceptions to a Rejoinder after Issue Joined. Affidavit read and filed. The Court having taken the same into Consideration it is Ordered that the Exceptions be not Received and that the Motion be Over-ruled.

Filed 18th December 1792

In the Honble the Mayors Court at Madraspatnam

Between Colentaula Veera Savvay Naick Complainant &

Awola Govindaka Naick Defendant

The Humble Petition of the above named Defendant

Sheweth

That Publication hath passed in the above Cause that Your Petr has Not been able to Examine any Witnesses tho he has several Material Witnesses as he is advised to Examine in this Cause without what Testamony he Cannot Safely proceed to hearing

Your Petr therefore most humbly prays this Honble Court that Publication in this Cause may be enlarged till the 29th January Next

And Your Petr

Shall Ever Pray

G. Easley

Attg for Petitioner

Malabar

Filed 18th December 1792

In the Honble the Mayors
Court at Madraspatnam

Between Colentaula
Veera Sawmy Complainant
& Awula Govindapah Defen
dant

The Affidavit of the above named Defendant

This Deponent Maketh Oath that he hath not Seen heard read or been informed of the Purport or Contents of any of the Depositions taken in this Cause nor will he this Deponent See hear Read or be informed of the Purport or Contents of the said Depositions untill the further Order of this Honble Court, in case such Order can be Obtained, for the said Defendant to Examine any Witnesses

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

Ranganaudom
Interpreter

Filed 18th December 1792

In the Honble the Mayors
Court at Madraspatnam

Between Colentaula Veera
Sawmy Complainant & Awula
Govindapah Defendant

The Affidavit of George Easley the now
Attorney of the above named Defendant

The above named Deponent maketh
Oath that he hath not Seen heard read, or been informed
of

of the purport or Contents of any of the Depositions taken in this Cause, nor will he this Deponent See, hear read, or be informed of the Purport or Contents of the said Depositions until the further Order of this Honble Court in case such Order can be Obtained for the said Defendant to Examine any Witnesses—

Geo Pasley

Sworn to in Court
this 8th day of Decemr 1792

Gn Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8th Day of December Anno Domini 1792

Present

Andrew Ross Esquire Mayor
James Call and Benjamin Roebuck
Aldermen

Mr George Pasley appears attorney for the Defendant and prays leave a Petition and Affidavit of his Client and his own Affidavit Sworn to in Court this day and thereupon he prays that Publication may be enlarged until the 29th January Next— Petition and affidavit read and filed The Court having taken the same into Consideration it is Ordered that Publication be inlarged—

Filed 2nd Novemr 1792

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Cottah Baupah Naik of Madras Dubash That James Dobbyn of the same place Merchant stands justly and truly indebted unto Your Orator in the full and just sum of One hundred twenty Pagodas and thirty 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 forty eight Pounds six Shillings and Nine Pence or thereabouts the same being for his Custom upon a purchase made by the said James Dobbyn of a quantity of Europe goods from an Officer of the Ship Europe agreeable to the long and established usage of Madras and which will more fully and at large appear by the Copy of an Account whereunto Annexed for the Inspection of this Honble and which Your Orator prays may be Admitted as part of this his Bill of Complaint the Original whereof being in the Possession of Your Orator is ready to be produced whenever this Honble Court shall so Require And Your Orator further Sheweth that he hath frequently and in an Amicable Manner requested Payment of the said Sum of One hundred twenty Pagodas and thirty Eight fanams from the said James Dobbyn—

But now so it is that the said James Dobbyn Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of satisfaction touching the

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 James Dobbyn 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 twenty Pagodas and thirty 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 James Dobbyn to be Summoned and Require by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof (seven Miles) 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 to this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet.

Fort Saint George 2d day of Novr 1792

This Bill was shewn to me in days of adjournment let a Summons issue thereupon returnable Next Court Day - - - - - -

G. P. Cook
atty for Compl.t
Andrew Ross
Mayor

Mr James Dobbyn ..... Dr

	Ps	fs
To my Custom upon Goods to the amount of 5438. Pags produced by me at 1. fanam pr Pagoda	120.	38

E E
(Signed) [illegible]

A true Copy
G. P. Cook
Atty for Compl.t

Madras
1st Octr 1792

Mayors Court at
Madraspatnam

Tuesday the 18th Day of December
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and Benjamin Roebuck
Aldermen

Between Cottah Paupah
Nack of Madras Dubash
Complainant and James
Dobbyn 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 His 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 Pagodas and Thirty eight Fanams Pagodas 120. 38 - 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.

[illegible]

Filed 3d Nov.r 1792

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth
unto this Honble Court, Your Orator Causey Vausey Soncara-
naranapier of Madras by his Attorney and Affignee Francis
DeSouza Also of Madras, that Vezia Vencataputy Naik Ba-
hader of the said Place stands justly and truly indebted unto
your Orator in the full and just sum of One hundred and Seven
Star 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 forty-
two Pounds sixteen shillings and three Pence or thereabouts,
as will more fully and at large Appear by the Copy of an account
Current hereunto annexed, founded on an Obligatory
Bond granted by the said Vezia Vencataputy Naik Bahader
to Your Orator, the Original whereof being in the Pofsef-
sion of Your Orators said Attorney are ready to be produced
whenever this Honble Court shall require; and Your Orator
further Sheweth that he hath frequently and in an Amica-
ble Manner Requested Payment of the said Sum of One
hundred and Seven Star Pagodas and Seven Fanams from
the said Vezia Vencataputy Naik Bahader

But now so it is that the said
Vezia Vencataputy Naik Bahader Obstinately and will
fully 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 Cons-
cience To the End therefore that the said Vezia Vencataputy
Naik

Naik Bahader may upon his Corporal Oath full true direct
and perfect Answer make to all and singular the Matters
and things herein before set forth and alledged, as fully truely
and effectually to all intents and purposes as if the same
were hereagain repeated and particularly interrogated, and
that he may be decreed to pay unto Your Orator the afore
mentioned Sum of One hundred and Seven Star Pagodas
and Seven fanams with all such Interest as now is or
may hereafter become due thereon as also all Costs of
this Suit.

May it therefore Please this Honble
Court to Cause the said Vezia Vencataputy Naik Bahader
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 to 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 St. George 3. November 1792

This Bill was Shewn to me between the
Days of adjournment let a Summons Issue
thereon Returnable Next Court Day ——

Andrew Ross
Mayor

G. P. Cook
Atty for Compl.t

Mayors Court at Madraspatnam

Tuesday the 18th Day of December Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

James Call and Benjamin Roebuck Aldermen

Between Canty Vansey Sencararanapier of Madras by his attorney and Signor Francis de Souza also of Madras Complainant and Vezia Venca deputy Naik Bahader the said Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One hundred and Seven Pagodas and Seven fanams / Pagodas 107. 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.

Mar

Dr. Vezia Venca deputy Naik Bahader in Account Current with Canty Vansey Sencararanapier Cr.

1791 Dec. 15	To amount of your Bond as Obligation bearing Date the 15th Dec. 1791 payable one day after the 10th Day of February and the other half on the 10th Day of March 1792 with Interest for Madt Rps. 362½ Rix Dgs.				
1792 Sept. 30	To Interest on 50 Pagodas the Rix Dgs. Part of the Principal and Interest Due this day being 9 Months and 20 Days				
	To Ditto on 50 Pagodas from the 30th March to the Day being 6 Months and 20 Days				
	To Ditto				
				Pagodas	107. 7.—

1792 Sept. 30 By Ballance due. Pagodas 107. 7.—

Madraspatnam 30th September 1792

E.E. Expt. / Signd / Errors Excepted

Geo. Cooke Interpreter Compt.

Filed 18th Dec. 1792

To the Honorable the Mayors Court at Madraspatnam

In the Cause wherein Thomas Barry is Complainant and Ram Row is the Defendant —

Humbly Sheweth / The Petition of the above Complainant

That he did on or about the Twentieth day of September last file his Bill of Complaint in the above Cause to Recover from the Defendant therein Ram Row a Sum of Twenty Eight Thousand three hundred and fifty five Pagodas forty fanams and Eight Cash And Your Petitioner sheweth that having Verified his Demand on the said Defendant to the Satisfaction of this Honble Court and that he had been within the Jurisdiction thereof since the Cause of Action arose and having thereupon prayed this Honble Court to grant him a Sequestration against the Estate and Effects of the said Ram Row to Compell him to appear in this Honble Court to Answer such your Petitioners said Suit so Commenced against him therein. This Honble Court did Comply with such Your Petitioners Petition and a Sequestration did in Consequence issue by Virtue whereof the Sheriff did Seize and Sequester a Certain House and Ground the Property of the said Ram Row Situated at Pedda Naiks Petta in Sauly Street between the Houses of Sarvanah Modelly Tannapah Modelly and Nade Pilla Pillier Pagodas Street as by the Return of the said Sheriff Endorsed on such Writ of Sequestration on Reference will appear And Your Petitioner

Petitioner Sheweth that on the Sixth day of November last past one Latchamana Royer Vencatta Royer a Nephew of the said Ram Row did file his Petition in this Honble Court Claiming to be Entitled to the said House Seized under the Sequestration issued in the above Cause by Your Petitioner as the Property of the said Ram Row and the Usual Rules issued for this Petitioner to answer the same and expired on the last Court to wit the Eleventh day of this present Month when and before any Prayer made to this Honble Court by the Petitioner Regarding his said Petition your Petitioner did pursuant to a Minute already intered with the Register of this Honble Court pray that before he should be compelled to Answer such Petition that the Petitioner should produce and Lodge in Court for the Inspection and Consideration of Your Petitioner the Original Deed or Bill of Sale under which he the Petitioner Claimed his Title to the Premisses as aforesaid Sequestered in your Petitioner said Suit against Ram Row. And Your Petitioner sheweth and humbly Submits that though such Prayer was Usual in the Proceedings of this Honble Court in Similar Cases Yet this Honble Court considering such prayer tardy were pleased to over rule the same and grant the Petitioner the prayer of his said Petition to wit to Order the Sheriff to take off his Seals from the Premises by him as aforesaid Sequestration in Your Petitioners Cause against the said Ram Row that Your Petitioners Attorney at Law thereupon forthwith proposed to bring into Court your Petitioners Answer to the Petition even under the disadvantage of being deprived of Inspection to the Petitioners

Title

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of December Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and Benjamin Roebuck

Aldermen

Thomas Parry

~~Plff~~

Ram Row

Petition of the Complainant read and filed this day praying a Rehearing of the Order of Court passed last Court day. Ordered that the prayer of the Petitioners Petition be over ruled.—

Filed 7th June 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Nathaniel Edward Kindersley of Fort Saint George Esquire Administrator of the Good Chattles and Credits of Dawsonne Drake late of Fort Saint George Esqr with the will annexed Unadministered by Nathaniel Barlow also late of Fort Saint George Esquire Deceased, Sheweth that the said Dawsonne Drake Esquire Departed this life sometime on or about the Ninth Day of February which was in the year of our Lord One Thousand Seven hundred and Eighty one being Possessed of a very considerable Estate consisting of Houses Lands mortgages Bonds and other Securities for money and also Money Jewells—

Title Deed as prayed for by your Petitioner whereby your Petitioner humbly Submits he is greatly aggrieved in the premisses by not being permitted in the last Court to file his answer to the Petitioners Petition as in such Event the Sequestration would have been Continued and your Petitioner would have had an Opportunity to Content the same by Evidence instead of Suffering as he has done an Ex Parte Decision against him—

Your Petitioner now humbly prays this Honble Court will be pleased to grant him a Rehearing of the Proceedings of the last Court day in this matter & that before he be compelled to Answer the Petitioners Petition that he may be allowed the benefit of his Prayers on the Minutes thereof to wit. to have inspection of the Title Deed on which the Petitioner pretends to found his Claim to the Sequestered Property in your Petitioner suit against Ram Row "in that in the Event of such your Petitioners Prayer being again over Ruled, that he may yet be at liberty to file his answer to the Petetion agreeable to his proposal of the former day.—

And Your Petitioner shall pray &c. &c. &c.

John Wilkenson

Attg for Petitioner

Jewells and Effects to a very large Amount the property of him the said Deceased in his hands at the time of his Death and your Orator Sheweth that the said Dawsonne Drake did previous to his said Decease make and Publish his last Will and Testament in writing and did thereby Nominate Constitute and Appoint John Pybus and John Call his Executors thereof Neither of whom having appeared to take out Probet thereof, this Honble Court in their Capacity of Kings Ordinary did commit Administration of all and Singular his goods Chattles and Credits to him the said Deceased in any wise belonging unto the aforenamed Nathaniel Barlow with the said Will annexed some time on or about the Twenty first day of March which was in the Year of our Lord One Thousand Seven hundred and Eighty One, And Your Orator Sheweth that the said Nathaniel Barlow did by Vertue of the said Letters of Administration possess himself of the said several goods Chattles and Credits of the said Dawsonne Drake Deceased and Your Orator Sheweth that among other of the said goods Chattles and Credits whereof the said Dawsonne Drake so died Possessed was one written Bond or Obligation from Lewis Smith then a Lieutenant and now a Major in the Service of the United Company of Merchants of England trading to the East Indies by him given and Executed unto the said Dawsonne Drake in his lifetime bearing Date on or about the Twentyth Day of July One Thousand seven hundred and Seventy two wherein and whereby the said Lewis Smith became bound unto the said

Dawsonne

Dawsonne Drake his Executors Administrators and Assigns in the Penal Sum of Seven hundred and Seventy Nine Pagodas and Twelve Shillings conditioned for the Payment of the Sum of three hundred and Eighty nine Pounds and Sixteen Shillings with Interest at the rate of Ten per Cent per Annum, and one other certain Bond or Original from Robert Kelly late a Colonel in the Service of the East India Company aforesaid and George Mackay a Captain in the service of the said Company given and Executed by them jointly to the said Dawsonne Drake in his lifetime bearing Date on or about the first Day of December in the year One Thousand Seven hundred and Seventy Seven wherein and whereby they did become bound unto the said Dawsonne Drake his Executors Administrators and Assigns in the Penal Sum of Ten Thousand Pagodas or four Thousand Pounds Conditioned for Payment of the sum of Five Thousand Pagodas or Two thousand Pounds with Interest at the rate rate of Five per Cent per annum Payable Annually, and the whole Principal and Interest to be paid in three Years from the date thereof. And your Orator Sheweth that the said Nathaniel Barlow Departed this life sometime on or about the Month of August which was in the Year of our Lord One thousand Seven hundred and Eighty Six without having fully Administered to the Estate of the said Dawsonne Drake Deceased and your Orator did therefore sometime on or about the thirty first Day of December which was in the Year of our Lord One Thousand Seven hundred and Eighty Seven take out

Letters

Letters of Administration to the said Estate Unadministered by the said Nathaniel Barlow, as by the Records of this Honble Court may appear and by the said Letters of Administration in Your Ora-tors possession and ready to be produced when called for— And Your Orator Sheweth that by Virtue thereof Your Orator become invested with the Power and Authority of Possessing himself of all and singular the goods Chattles and Credits of the said Dawsonne Drake and to the Several Houses Lands mortgages Bonds and other Securities for money Jewells and Effects of any kind whatsoever the property of the said Deceased Unadministered by the said Nathaniel Barlow— and Your Orator Sheweth that being so entitled Your Orator Discovered that the aforementioned Bond from the said Lewis Smith unto the said Dawsonne Drake and also the said Bond for the late Colonel Kelly and Captain George Mackay aforesaid unto the said Dawsonne Drake were in the hands and Possession of William Balfour John Spalding and Oliver Colt of Madras Merchants and that Your Orator having so Discovered the said Bonds, parts of the Estate of the said Dawsonne Drake, to be in the Pos-session of the said William Balfour John Spalding and Oliver Colt Your Orator did thereupon inform the the said William Balfour John Spalding and Oliver Colt of his Right to have the same by Virtue of the Adminis-tration aforesaid granted to him of administering to the Estate of the said Dawsonne Drake and did thereupon Demand to have the same from the said William Balfour John Spalding and Oliver Colt which they refused to Comply with, wherefore Your Orator did Protest— against

against such the illegal Detention of the said Bonds in hopes that the said William Balfour John Spalding and Oliver Colt could have thereupon, and on being served with such Protest, Complied with Your Orator's Request, as in Equity and Justice they ought to have done, by Delivering up to Your Orator the said Bonds—

But now so it is may it Please this Honble Court the said William Balfour John Spalding and Oliver Colt combining and Confederating to and with Divers other per-sons at present unknown to Your Orator whose Names— when Discovered Your Orator Prays may be parties hereto with apt words to Charge them meaning to Defeat and De-fraud your Orator in the Premisses Did and do absolutely refuse to Deliver up unto Your Orator the said Bond from Lewis Smith and the Bond from Colonel Robert Kelly and Captain George Mackay unto the said Dawsonne Drake, the said William Balfour John Spalding and Oliver Colt Pretending that they cannot in Justice to certain Constituents Deliver up the said Bonds. To the End therefore that the said William Balfour John Spalding and Oliver Colt and their Confederates when Discove-red may upon their Corporal Oaths full true Direct and Par-fect Answer make to all and singular the matters and things herein before Setforth and alledged as fully truly Perfectly and Effectually to all intents and purposes as if the same were here again Repeated and they Particularly Interrogated thereto and more Epicially that the said William Balfour John Spalding and Oliver Colt may Discover whether they have or not in their Custody Power and Possession the aforesaid several Bonds or Obligations the one from the said Lewis Smith unto the said Dawsonne Drake and the other from the—

the said Robert Kelly and George Mackay unto the said Dawsonne Drake and that the said Balfour Spalding Colt may Discover how and by what manner and meanes they became Possessed of the said Bond from the said Lewis Smith to the said Dawsonne Drake and the Bond from the said Robert Kelly and George Mackay to the said Dawsonne Drake and under what Claim and Title they now hold and Pretend to keep Possession thereof, and whether they do or dont know that your Orator is administrator of the Estate of Dawsonne Drake Deceased Unadministered by Nathaniel Barlow Deceased. and also that the said William Balfour John Spalding and Oliver Colt may set forth and Discover, whether your Orator as administrator as aforesaid hath or hath not Demanded from them the aforesaid William Balfour John Spalding and Oliver Colt the said Bonds, and why and for what reason they did not and have not Delivered the same accordingly unto your Orator, and that this Honble Court may Order and Decree that the said William Balfour John Spalding and Oliver Colt may either Deliver up unto your Orator as administrator aforesaid, the said Two before recited Bonds, or the Amount Principal and Interest of the same Respectively, and that your Orator may be Decreed such further and other Relief in the Premisses as to this Honble Court shall seem Meet and also all Costs of this Suit.

May it Plea[se] this Honble Court to Cause the said William Balfour John Spalding and Oliver Colt and his Confederates when Discovered to to be Summoned and required by the Sheriff of Fort St. George Town of Madraspatam and the Districts thereof Personally to be and appear before this Honble Court at a 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 and abide by such Order and Decree therein as to this Honble Court may seem Meet.

Fort St. George June 7th 1792

This Bill was Shewn to Me in the Day of Adjournment let a Summons issue returnable Next Court Day—

Andrew Ross
Mayor

R. Williams
Att[y] for Compl[t].

Filed 7th August 1792

The Joint and Several Answer of William Balfour and Oliver Colt two of the Defendant to the Bill of Complaint of Nathaniel Edward Kindersley Administrator to the Estate and Effects of Dawsonne Drake Deceased Unadministered by Nathaniel Barlow Deceased Complainant

These Defendant now and at all times hereafter saving and reserving to themselves all and all manner of benefit and advantage of Exception to the many Errors and Insufficiencies and Imperfections in the Complainants said Bill of Complaint contained for

for Answer thereunto or unto so much thereof as this Defendant are advised to be material or necessary for them to answer unto they these Defendants answer and say that they admit Dawsonne Drake may have departed this life sometime on or about the time in the Complainants Bill for that purpose set forth and that he might have so died possessed of considerable Estate consisting of Houses Lands Mortgage Bonds and other Securities for monies and also Money Jewels and Effects to a very large Amount the property of him the deceased for ought these Defendants Know to the Contrary and these Defendants admit that the said Dawsonne Drake previous to his Decease did Make and publish his last Will and Testament in Writing and thereby Nominate Constitute and Appoint John Byhus and John Call Executors thereof and that neither of them appearing to take out probate thereof this Honble Court in its Ecclesiastical Capacity might have committed and as these Defendants believe did Commit Administration of all and singular his Goods Chattels and Credits to him the said deceased in any wise belonging unto. To Nathaniel Barlow with the Will annexed sometime on or about the time in the Complainants said Bill for that purpose set forth and further these Defendants admit that under and by Virtue of the said Letters of administration the said Nathaniel Barlow might have possessed himself of the said several Goods Chattels and Credits but these Defendants do not Know that the said Nathaniel Barlow did under and-

and by Virtue of the said Letters of administration possess himself of one written Bond or Obligation from Lewis Smith then a Lieutenant and now a Major in the service of the United Company of Merchants of England trading to the East Indies by him given and granted unto the said Dawsonne Drake in his life time bearing date on or about the twentieth day of July in the Year of Our Lord One Thousand Seven hundred and Seventy two and Conditioned for the payment of the Sum of three hundred and Eighty nine pounds and Sixteen Shillings as the same is charged in and by the Complainants said Bill of Complaint now so these Defendants Know that under and by Virtue of the said Letter of Administration the said Nathaniel Barlow did possess himself of one other Bond or Obligation from Robert Kelly late a Colonel in the Service of the East India Company aforesaid and George Mackay a Captain in the Service aforesaid given and Executed by them Jointly to the said Dawsonne Drake in his life time bearing date on or about the first day of December and Year of Our Lord One Thousand Seven hundred and Seventy seven conditioned for the payment of the Sum of Five Thousand Pagodas or two Thousand Pounds with Interest thereof at the rate of five per Cent per Annum as the same is charged in and by the Complainants said Bill of Complaint nor do these Defendants Known how or in what manner the said Nathaniel Barlow became possessed thereof These Defendants admit that the said Nathaniel Barlow may have departed this life sometime on or about the Month of August which was in the Year of Our Lord One Thousand Seven hundred and Eighty Six and for ought these Defendants Known to the-

the contrary without having fully administred to the Estate of the said Dawsonne Drake and these Defendants admit that the Complainant might have obtained Letters of administration of the Estate and Effects of the said Dawsonne Drake about the time and in Manner and form as in his said Bill of Complaint the same is stated and setforth and these Defendants also admit that by Virtue thereof the Complainant might have become invested with the power and authority of possessing himself of all and singular the Goods Chattels and Credits of the said Dawsonne Drake as in the Complainants said Bill of Complaint is for that purpose setforth and these Defendants admit that the Complainant might have intimated to these Defendants a pretended right to have possession of the said two hereinbefore mentioned Bonds and thereupon make a demand thereof and further these Defendants admit that the Complainant did serve these Defendants with a protest upon their these Defendants dealings to comply with his the Complainants demands as aforesaid and which protest these Defendants are informed was altogether irregular superfluous and unnecessary And these Defendants submit to this Honble Court that notwithstanding the premises they could not consistently with the Authority under which they hold the said Bonds which they donot take in their possession deliver up the same to the Complainant for these Defendant beg leave to state to this Honble Court they have heard and verily

believe

believe the fact so to be that the said Nathaniel Barlow previous to his decease did Make and publish his last Will and Testament in writing and did therein and thereby Nominate Constitute and appoint Thomas Bedmore of Request Court Keel Street London and Mary Barlow his the said Nathaniel Barlows Wife Executor and Executrix thereof and that the said Mary Barlow did sometime afterwards duly prove the said Will in the prerogative Court of the Arch Bishop of Canterbury and obtain probate thereof as Surviving Executrix the same being now in the possession of these Defendants and ready to be produced if required and further these Defendants by leave to state that some time afterwards the said Mary Barlow did intermarry with Luke Beacock of the of London Esquire who thereby and by means thereof became intitled to interfer in the Estate of the said Nathaniel Barlow Jointly with the said Mary his Wife and that thereupon the said Luke Beacock did Jointly with the said Mary Beacock in and by a certain power of Attorney by them duly Executed Ordain and Constitute this Defendants William Balfour John Spalding in the Complainants Bill named and Peter Walker late of Madras and one of the Attornies of this Honble Court Jointly and seperately their true and lawful Attornies and Attorney with full power and Authority for them the Constituents in their Names and to the use of the said Mary Beacock as sole Surviving Executrix as aforesaid to ask demand recover and Receive of and from all or any persons or persons at Madras all Sum and Sums of Money due owing and

payable

payable to the said Nathaniel Barlow deceased and now vested
the said Mary Pocock as Executrix as aforesaid with power
to the said attornies or either of them to substitute in case
of need one or more attornies and these Defendants further
say that sometime afterwards the Bonds hereinbefore
mentioned were transmitted to the said Attornies of the said
Luck Pocock and Mary Pocock with Instruction how
to act in the premises and these Defendants say that as
it appear by the accounts of the said Nathaniel Bar-
low that the Estate of the said Dawsonne Drake was
considerably indebted to him and that the said Bonds
as these Defendants believe are the only Security on ac-
count thereof these Defendants submit to this Honble
Court that it is unreasonable in Complainant to require the
said Bonds to be delivered up to him until he shall have
first paid and satisfied the monies due to the said Mary
Pocock as Surviving Executrix of the said Nathaniel
Barlow and for the recovery whereof this Defendant William
Balfour as Attorney as aforesaid by his attorney this Defen-
dant Oliver Colt is advised to bring his Cross Bill in this
Honble Court and these Defendants deny all and all Man-
ner of Combination and Confederacy as is unjustly and un-
truely charged in and by the Complainants said Bill of
Complaint to defraud him the Complainant in the
premises.

All which Matters and things
these Defendants are Ready and Willing to aver
maintain and prove as this Honble Court shall direct
pleaded

pleaded to direct and humbly pray to be hence dismissed
with their reasonable Costs and Charges in this behalf most
wrongfully sustained. Oliver Colt.
Oliver Colt
atty for the Balfour

Sworn to in Fort Saint George by the Defendant Oliver Colt
this 30th day of July 1792.

Before me Andrew Ross
Mayor

Sworn to in Court this 7th
day of August 1792 by Oliver
Colt as atty to William
Balfour. G. Taylor
Regr

Filed 4 September 1792

The Replication of Nathaniel
Edward Hinderley Administrator to
the Estate and Effects of Dawsonne
Drake Unadministered by Nathaniel
Barlow Deceased Complainant to the
Joint and Several Answer of Willm
Balfour and Oliver Colt Defendants

The said Repliant saving and Reser-
ving to himself now and at all times hereafter all and all
manner of advantage of Exception to the Incertainties and
Insufficiencies of the Defendants said answer for Replication
saith in all and every the Matters and things as in and by his
said Bill of Complaint he hath already said and will aver
Justify

I Justify maintain and prove his said Bill of Complaint and all and every the matters and things therein Contained to be true Certain and Sufficient in such Manner and form as the same are therein and thereby Set forth and Declared and that the Answer of the said Defendants is very untrue and insufficient in the Law by this Repliant to be replied unto for divers Manefest Imperfections and uncertainties therein Contained, and this Repliant for further Replication Saith that the matters contained in his said Bill of Complaint are altogether relievable in the Hon^ble Court and further Insist that the Defendants having admitted themselves to be in the Possession of one written Bond or Obligation from Lewis Smith then a Lieutenant and now a Major in the Service of the United Company of Merchants of England Trading to the East Indies by him given and Granted unto the said Dawsonne Drake in his life time bearing Date on or about the Twenty Day of July in the year of our Lord One Thousand Seven hundred and Seventy two and Conditioned for the Payment of the Sum of three hundred and Eighty nine Pounds and Sixteen Shillings and One other written Bond or Obligation from Robert Kelly late a Colonel in the Service of the East India Company aforesaid and George Mackay late a Captain in the Service aforesaid given and Executed by them Jointly to the said Dawsonne Drake in his life time bearing Date on or about the first Day of December in the year of our Lord One thousand Seven hundred and Seventy four Conditioned for the Payment of the sum of Five Thousand Pagodas or Two Thousand Pounds with Interest at rate of 8 p Cent p Annum their Detention of the same is an Offence Contradictory to Law and Equity for this Repliant doth positively deny that the Estate of the said Dawsonne Drake is in any way Indebted unto the Estate of the said Nathaniel Barlow and if the case was so as in and by the Answer of the said Defendants is incorrectly Set forth the same cannot in any Point of View be considered as a reason why the said Bonds should not be Delivered up to this Repliant as administrator aforesaid this Repliant being under and by Virtue of the Letters of Administration granted to him by this Hon^ble Court fully and Solely intitled to the Possession of the said before mentioned Bonds and the only Person who can legally recover their respective Amounts from the Obligors of The same or their respective Representatives

All which Matters and things this Repliant will be ready to Aver maintain and prove as this Hon^ble Court shall Direct and humbly Prays as in and by his said Bill he hath already Prayed

R Williams
Att^y for Repliant

Filed 16th Oct^r 1792

The General Rejoinder of William Balfour and Oliver Colt Defendants to the Replication of Nathaniel Edward Kindersley Administrator of Dawsonne Drake Deceased Complainant

These

These Defendants Now and at all times hereafter saving and Reserving unto themselves all and all manner of benefit and advantage of Exception to the many Errors uncertainties untruths Insufficiencies and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto say that they will aver Maintain and prove all and Singular the Matters and things Contained in these Defendants Answer to be good Certain true and Sufficient in the Law to be Replied unto in Such Manner and Form as the same is therein and thereby Setforth and alledged and the said Replication is very untrue Erroneous and Insufficient for these Defendant to make any and further or other Answer thereunto Except what they have before in their Answer Setforth—

All which Matters and things these Defendant are ready and willing to verify Maintain and prove as this Honble Court shall direct and most humbly pray as in and by their said Answer they have already Prayed—

Stuart Hall
Jn° Hamilton } Solrs for Defts

Filed the 20th
January 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Narrain Pillah of Madras Dubash
That Veerapermall Pillay formerly of the same place Dubash
having departed this Life nor about the fourteenth day of
February which was in the Year of Our Lord one Thousand
seven hundred and Eighty Nine intestate administration
of all and every the Goods and Chattles Right and Credits
which were the Goods and Chattles Right and Credits of the
said Veerapermall Pillay deceased were nor about the fourth
day of June which was in the Year of Our Lord One Thou-
sand seven hundred and Ninety one granted to Your Orator
by this Honble Court in the usual and Capacity as by the
said Letters of Administration which are now in Your Orators
Custody under the Seal of this Honble Court and ready to be
produced when required will more fully appear Your
Orator further Sheweth unto this Honble Court that Joseph
Moorhouse late a Lieutenant Colonel in the Military Service
of the Honble the united Company of Marchants of England
trading to the East Indies under their presidency of Fort
Saint George and now deceased having frequently had
occasion for loans of Money he did at various time apply
to your Orator said interest in his Life time to make him
the said Joseph Moorhouse loans which he required and
your Orator Sheweth unto this Honble Court that his said
interested did accordingly furnish the said Joseph Moorhouse
with the loan of monies when and accordingly as the said
Joseph

Joseph Moorehouse required the same from your Orator said in-
testate and particularly Your Orator Sheweth that his said in-
testate did at the several periods and times particularly men-
tioned in the account Current hereunto annexed lend and ad-
vance to the said Joseph Moorhouse and pay and expend
to and for his use and upon his account the several sums
of money in the said account Current particularly men-
tioned Amounting in the whole to the principal sum of
Eight hundred Star Pagodas as by the said annexed account
Current to which Your Orator humbly Craves leave to refer
and which he prays may be received as part of this his Bill
of Complaint relation being thereunto had will more fully
appear Your Orator further Sheweth unto this Hon^ble Court
that the said Joseph Moorhouse departed this Life on or about
the seventh day of March in the Year of Our Lord one Thousand
seven hundred and Ninety one without paying off the said sum
of Eight hundred Star Pagodas or any part thereof or the Interest
thereof or any part thereof the said Joseph Moorhouse having
previous to his death by the name and discription of Joseph
Moorhouse Commissary General of Stores in the Service of the
Hon^ble the United Company of Merchants of England trading
to the East Indies duly made and published his last will
and Testament in writing bearing date on or about the sixth
day of January Which was in the Year of our Lord One Thousand
seven hundred and Eighty nine and thereof appointed Mr^s
Josias Dupre Porcher of Fort Saint George Lieutenant Edward
Boisdaune and Captain now Major General Hall of the
artillery in the service of the Hon^ble the united Company of
Merchants of England trading to the East Indies under their
presidency of Fort Saint George and Augusta Moorhouse
their

their the Wife of the said Joseph Moorhouse and now or late of Fort
Saint George aforesaid Widow executors and executrix in India
of his said Will who upon the death of the said Joseph Moorhouse
to wit on or about the twenty second day of March in the year of Our
Lord one Thousand Seven hundred and Ninety one duly proved
the said will in this Hon^ble Court and took upon themselves the
burthen and execution thereof and by Virtue thereof possessed
themselves of all the personal Estate and Effects of the said
Joseph Moorhouse to a very Considerable Amount and much
more than sufficient to pay off and satisfy all his just
debts and your Orator Sheweth that the said Josias Dupre
Porcher Edward Boisdaune George Hall and Augusta Moor-
house having so possessed themselves of the said Testators
personal Estate and Effects Your Orator applied in
a fair and amicable manner to be paid the said Sum
of Eight hundred Star Pagodas with the interest thereof
amounting in the whole to the principal Sum of One
Thousand and two hundred Star Pagodas forty three
fanams and forty Cash making in Sterling Money
of Great Britain at the rate of Eight Shillings for every
Pagoda the Sum of Four hundred and Eighty Pounds and
seven shillings or thereabouts— But now so it
is may it please this Hon^ble Court that the said Josias
Dupre Porcher Edward Boisdaune George Hall and
Augusta Moorhouse Combining and Confederating toge-
ther how to defeat and defraud Your Orator in the pre-
mises Refuse to pay Your Orator the said sum of One
Thousand and two hundred Star Pagodas forty three fanams and
forty—

The Matter of Charges preferred against Henry Post
Master at Tomahawk Wisconsin by Daniel Ullrich
as it has come here upon Appeal

your Orator may have such and further relief in the premises as to this Honble Court shall seem meet

May it please the Honble Court to cause the said Jean Louis Barthe Edward Saulsbury George Hall and Reynier Mouthouse to answer the premises and to stand to and abide such further order therein as to this Honble Court shall seem meet and your Orator shall ever pray &c

Jean Louis Barthe

Edward Saulsbury

George Hall

Reynier Mouthouse

State of Connecticut } ss
New London County } ss

On the 15th day of June 1791 personally appeared before me the Subscriber one of the Justices of the Peace for said County Andrew Ward Esqr and made oath that the Defendant Reynier Mouthouse is not an Inhabitant of this State but resides in the Island of Martinico

Andrew Ward
Justice Peace

Dr. The Estate of Colonel Moorhouse in account Current with Narrain Pillay Administrator of the late Veera Permaul Pillay ---------- Cr.

1787					1791			
July	16	To Cash lent to the late Lieutenant Colonel Joseph Moorhouse dec[d]	200	-- --	Dec[r]	31	By Balance due to this day	1200 43 40
	31	To Do	100	-- --				
Sept[r]	5	To Do	100	-- --				
Dec[r]	13	To Do	150	-- --				
1788								
Feby	6	To Do	300	-- --				
			800	-- --				
1791								
Dec[r]	31	To Interest on Pag[s] 200 from 16 July 1787 to this day is 4 m 5 d 15 at 12 p[r] Cent p[r] Annum	107	-- --				
		To Do on Pag[s] 100 from 31 July 87 to this day is 4 5 at 12 p[r] Cent p[r] Annum	53	-- --				
		To Do on Pag[s] 150 from 5 Sept[r] 87 to this day is 3 m 26 d at 12 p[r] Cent p[r] Annum	57	39				
		To Do on Pag[s] 150 from 13 Dec[r] 87 to this day is 4 -- 18 at 12 p[r] Cent p[r] annum	48	27				
		To Do on Pag[s] 300 from 6 Feby 1788 to this day is 3 m 10 25 at 12 p[r] Cent p[r] Annum	140	22 40				
		Pagodas	1200	43 40			Pagodas	1200 43 40

E. E. Madras 31 Dec[r] 1791

true Copy John Hill Attorney for the Complainant

Filed 13th March 1792

The Joint and Several Answer of Josias Dubois Porcher George Hall two of the Executors named in the last Will and Testament of Joseph Moorhouse Deceased and Defendants to the Bill of Complaint of Narrain pillah Administrator of Vempersaul pillay deceased Complainant

These Defendants Now and at all times hereafter saving and reserving to themselves all and all manner of benefit and advantage of Exception to the many Errors untruths insufficiencies and imperfections in the Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as these Defendants are advised to be material or necessary for them to make Answer unto they these Defendants Answer and say that they do not admite to stand indebted unto the Complainat either as Executors of the said Joseph Moorhouse or otherwise in the sum sued for or in any part thereof and these Defendants further answering say they admit that their Testator the said Joseph Moorhouse did make and publish his last Will and Testament in manner and form and bearing date as in the Complainants said Bill the same is setforth and charged and that he the said Joseph Moorhouse did therein and thereby appoint these Defendants in the Complainants Bill named Executors and Executrix thereof and that they did prove the same in the honble Court in its Ecclesiastical Capacity and did obtain probate thereof and take upon themselves the burthen of Executors and Executrix thereof But these Defendants say they do not Know nor have they heard further than as they have been informed by the Complainants said Bill of Complaint nor do they believe and therefore do not admit the fact so to be, that their Testator was in his life time and at the time of his decease indebted unto the Complainants Intestate in manner and form as in his said Bill the same is setforth or in any other manner or whatever and these Defendants further Answering say that they do not know nor have they heard otherwise than as they are informed by the Complainants said Bill whether the Defendants said Testator did or did not write such a Letter to the Complainants Intestate as in the Complainants said Bill the same is pretended to have been written as the same is therein said to be setforth and these Defendants further answering say they admit that the Estate of their Testator is solvent and much more than sufficient to discharge a sum equal to that for which the Complainant has Exhibited his Bill against these Defendants and these Defendants further Answering say that as Executors it is their duty to watch over and protect the Estate of their Testator from any unjust attempt that may at any time be made to injure it and thereupon these Defendants submit to this Honble Court that the Claim now brought forward by the Complainant is altogether unsupported and that as they are totally unacquainted with the same or any part thereof further than as they have heard and been informed by the Complainants said Bill and believing as they do that their Testator was not at the time of his decease indebted to the Complainants said Intestate in the sum sued for or any part thereof in as much as they have not been able

able to trace the same in his Books of accounts they cannot nor ought they to pay the same to the Complainant for that if were they to do so they would be doing an act Contrary to their own conviction of the Justness thereof and consequently to the great Wrong and injury of the said Estate of their said Testator

All which Matters and things these Defendants are ready and willing to aver maintain and prove as this Honble Court shall be pleased to direct and humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully sustained.

Sworn to in Court
this 13. day of March 1792

Josias Du Pre Porcher
George Hall

G. Taylor
for himself & John Hamerton
Att.ys for Defend.ts

Filed 10. April 1792.

The amended Replication

of Narrain Pillah Administratrator of Veerapermal Pillay deceased Complainant to the Answer of Josias DuPre Porcher and George Hall two of the Executors named in the last will and Testament of Joseph Moorhouse deceased Defendants

This Repliant saving unto himself all and

and all Manner of advantages of Exception to the manifold insufficiencies of the said Answer for Replication thereunto saith that he will aver and prove his said Bill to be true certain and sufficient in the Law to be answered unto and that the said Answer of the Defendants is uncertain untrue and insufficient to be replied unto by this Repliant and this Repliant saith that the Testator the said Joseph Moorhouse was at the time of his death and the said Defendants as his executors still are indebted to this Repliant as administrator aforesaid in such manner and form as in this Repliants said Bill of Complaint and the Account Current thereunto annexed is particularly set forth and mentioned and this Repliant saith that the said Defendants Testator did write the letter to this Repliants said intestate in this Repliants said Bill of Complaint set forth and that the said Defendants must have known and been convinced thereof for that the said Original letter was produced and shewn to the said Defendants before this Repliants Bill of Complaint was exhibited in this Honble Court and particularly to the Defendant Josias DuPre Porcher who is well acquainted with the hand writing of his said Testator, and which letter this Repliant humbly submits does in a great degree support this Repliants said demand the justness of which this Repliant will in due time fully prove and so convinced was this Repliant that the said demand was well founded that he did propose to submit the same to the arbitration of any disinterested Gentlemen, but which the said defendants declined, and

and this Repliant saith he knows not whither the debt so due to his said intestate is or is not entered in the Books of account of the said Testator But this Repliant saith he has been informed and verily believes that the said Testator was extremely irregular in his accounts and that so it will appear by the Letter or Letters of the said Testator remaining of Record in this Honble Court and that many demands have been brought against the estate of the said Testator which do not appear in the Books of Account of the said Testator and this Repliant saith that his said demand does appear upon the Book of account of his said Intestate and that the several sums of money mentioned in the account Current annexed to this Repliants bill of Complaint, were actually and bona fide paid and advanced by this Repliants said intestate, in his life time to the said Testator and paid upon his account and more particularly the sum of three hundred Pagodas in the said Account Current mentioned was paid and advanced by the said Intestate for Jewellary purchased by the said Testator in his life time — 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 his said Bill he hath already prayed. —

John White attorney for
the Complainant.

Filed 1st May 1792

The Rejoinder of Josias Dupre Porcher and George Hall two of the Executors named in the last Will and Testament of Joseph Morhouse deceased Defendants to the Amended Replication of Narrain Pillah administrator of Veera Permaul Pillay deceased 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 insufficiencies and imperfections in the Repliants said Replication Contained for Rejoinder thereunto saith that his answer and the several 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 is therein and thereby set forth and alledged and that the Repliants said Replication is very evasive and insufficient to bely this Defendant Rejoinder unto and this Defendant for further Rejoinder say that they deny being indebted as Executors as aforesaid to the Repliant or that their Testator was in his life time indebted to the Repliant in such manner and form as in the Repliants said Bill the same is charged or was the same is set forth in the Account Current thereunto Annexed or in any other manner or form whatever and —

and these Defendants say they do not admit any know-
-ledge of the paper writing said to be a Letter from
their Testator in his life time addressed to the Repliant
further than as they were informed thereof by the
Complainants said Bill Defendants say that
although they may be acquainted with the hand
writing of their Testator they do not admit the Letter
in question to be of his hand writing and further
these Defendants say that even were the fact to be
as the Repliant has stated it but which they by
no means admit yet the same is no Evidence that
their said Testator does stand indebted unto the Repli-
-cant in the sum sued for or any part thereof; but
on the contrary it would appear thereby that the
subsequent Sums as set forth in the Account Cur-
-rent to his said Bill annexed never were advanced
because the words of the said Note are if you will
let me have another hundred Pound as you will
Oblige me I shall not have occasion to trouble you
again; and further these Defendants say that a requisition
for money is no proof that the Sum required had been
paid and advance and that a Receipt or acknowledgment
under the hand of the party is the only Voucher but which
the Repliant has not pretended to have in his posses-
-sion nor does he pretended to have in his possession
under the hand of these Defendants said Testator
any promise of payment of any Sum of Money
whatever although by his pretended Account Cur-
-rent

Current it appear that the last advance was made nearly
four years ago and these Defendants say that the offer
of arbitration as by the Repliant is pretended to have been
made is notwithstanding any thing to the contrary
in the Repliants said Replication contained no
proof of the justness of the Repliants said Claim nor
do these Defendants conceive they would have been
justifiable as Executors to enter into an arbitration
and these Defendants for further Rejoinder say
that the Repliant in so referring to Letters of the Testa-
-tor not in the Cause nor in any wise connected there-
-with or relative thereto is very irregular and for as-
-much as the same is impertinent and irrelevant
these Defendants do pray that the same may be
Expunging and further these Defendants say that the
assertion of the Repliant that many demands have
been brought against the Estate of this Defendants
said Testator which dont appear in his Books is
a reason that strongly operates with them to oppose
the pretended Claim of the Repliant and say that whatever
may appear upon the Books of Account of the Repliants
said Intestate like the Repliants other shewings is no-
-proof in support thereof and these Defendants submit
to this Honble Court as acting in trust for the Estate of a
deceased person it is their duty to resist all suspicious
Claims and such as appear unfounded and unjust
and under these considerations they resist the demand
of the Repliant as not only suspicious but as they

Verily

verily believe totally unfounded and very unjust

All which Matters and things these Defendants are ready and Willing to Averr maintain and prove as this Honble Court shall be pleased to direct and humbly pray as in and by their Answer they have already prayed.

Stuart Hall
Wm Hamelton } Attys for Defts

Interrogatories to be administered to a Witness to be produced Sworn and examined before the Examiner in certain cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Narrampillay Administrator of Veerapermall pillay deceased is Complainant and Josias Du Pre Porcher, Edward Boisdaune George Hall and Auguste Moorhouse Executor and Executor and Executrix of the last Will and Testament of Lieutenant Colonel Joseph Moorhouse deceased are Defendants on the Part and behalf of the Complainant

To William Petrie Esqr

First Interrogatory } Do You now or do you not know the Complainant and Defendants in the title of these Interrogatories named or any or either of them If yea how long have you so known them or any or either and which of them respectively

Second Interrogatory to the Same } Did you know Veerapermal pillay in the title of these Interrogatory named If yea how long did you know him Is the said Veerapermal pillay living or dead when did he die to the best of your recollection and belief Did the said Veerapermal pillay in his life time serve you in any and what capacity If yea how long did he serve You Did you know and were you acquainted with Lieutenant Colonel Joseph Moorhouse deceased in the title of these Interrogatories named Did the said Veerapermal pillay ever inform you that the said Joseph Moorhouse had Contracted a Debt with him the said Veerapermal pillay to any and what amount Did or did not the said Joseph Moorhouse upon any and what event mention or observe to you that he the said Joseph Moorhouse was indebted to the said Veerapermal pillay in a considerable or any and what sum of money If yea was the said Veerapermal pillay at the time of such Observation by the said Joseph Moorhouse living or died Declare all you know have heard and do Believe touching the several matters enquired of you by this Interrogatory together with your reasons of the same

Third Interrogatory } When did you last depart from Madras for the Kingdom of Great Britain Do you or do You not believe

believe that the said Joseph Moorhouse was at such the time of your departure from Madras indebted to the Estate of the said Veraparmaul pellay deceased upon the Account in the fore-going Interrogatory mentioned and do you believe that the said Joseph Moorhouse ever paid off or discharged the debt which he owed to the said Veraparmaul pellay or any part thereof set forth herein According to the best of your knowledge remembrance and belief and the truth fully and at large Declare—

Last Interrogatory— Do you know of any other matter or thing
To the Same— or have you heard or can you say any thing
touching the Matter in question in this Cause that
may tend to the benefit and advantage of the Com-
plainant in this Cause besides what you have been
particularly interrogated thereto—

John White Attorney
for the Complainant &c.

Mayors Court at
Madraspatnam

Between Narrain
pellay Administrator of
Veraparmaul pellay deceased
is Complainant and Josias-
DuPre Porcher Edward Bois-
daune George Hall and Au-
gusta Moorhouse Executors-
and Executrix of the last Will
and Testament of Lieutenant
Colonel Joseph Moorhouse
Deceased—

Deceased are 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 Petrie Esqr. of the Honble Company's Service Aged
forty four Years or thereabouts being produced as a Witness in this Cause
On the Part of the Complainant was on the Twenty first day of May
One Thousand seven hundred and Ninety two Signified at the Office of
Messrs. Hall and Hamilton who are Attornies for the Defendants by
Caswah my Servent who also left them a Note of the Name to the
said 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 Narrain pellay in
Cause and that he hath so known him Twenty Years
or thereabouts and that he doth know the Defendant
Josias DuPre Porcher in this Cause and that he hath
so known him thirteen years or thereabouts and that he
doth know the the Defendants Edward Boisdaune
George Hall and Augusta Moorhouse in this Cause
and that he hath so known them five or six Years and
more he saith not to this first Interrogatory—

2nd ..... To the second Interrogatory this Deponent saith that
he did know Veraparmaul pellay and that ties now
about fourteen Years since he first knew him and
that he is now dead. This Deponent saith that the
said Veraparmaul pellay died some time in the
latter

Latter end of One Thousand Seven hundred and Eighty seven or begining of One Thousand Seven hundred and Eighty Eight This Deponent saith that the said Veerapermaul pellay did in his life time serve this Deponent in the Capacity of Head Dubash and that he had served him in that Capacity two years previous to his death this Deponent saith that he did know and was acquainted with Lieutenant Colonel Joseph Moorhouse deceased in the title of these Interrogatorys named This Deponent saith that the said Veerapermaul pellay did inform him this Deponent that the said Joseph Moorhouse had contracted a debt with him the said Veerapermaul pellay but this Deponent saith he doth not recollect to what Amount This Deponent saith that the said Joseph Moorhouse did upon the deceased of the said Veerapermaul pellay mention to him this Deponent that he the said Joseph Moorhouse was indebted in a Considerable Sum of Money to the said Veerapermaul pellay and more he saith not to this second Interrogatory.

3d. To the third Interrogatory this Deponent saith that he last departed from Madras in the Month of February One Thousand Seven hundred and Eighty Nine This Deponent saith that he doth beleive that the said Joseph Moorhouse was at such the time of his departure from Madras indebted to the Estate of the said Veerapermaul pellay deceased upon the account mentioned in the foregoing Interrogatory this Deponent saith that it is impossible for him to say whether the said Joseph Moorhouse did ever pay off or discharge the debt which he owed to the said Veerapermaul pellay or any part thereof and more he saith not to this third Interrogatory

To the last Interrogatory this Deponent saith that the said Lieutenant Colonel Joseph Moorhouse deceased did at the time of the decease of the said Veerapermaul pellay mention to this Deponent that he was considerably indebted to the said Veerapermaul pellay and did at the same time request this Deponent to speack to the Executors or Administrators of the said Veerapermaul pellay and to entreat them not to press him the said Lieutenant Colonal Joseph Moorhouse for the amount he stood Indebted to the said Estate and more he saith not to this last Interrogatory

Wm Petrie

Thos Parry
Exam.r

Additional Interrogatories

to be administered to such Witnesses as shall be produced Sworn and Examined before the Examiner in a certain cause now depending and at Issue in the Honble the Mayors Court at Madraspatam Wherein Narrain Pillay Administrator of Veerapermaul pellay deceased is Complainant and Josias Dalbe Porcher Edward Boeddaune George Hall and Augustus Moorhouse Executors and Executrix of the last Will and Testament of Lieut. Colonal

Colonal Joseph Moorhouse
deceased are Defendants
On the Part and behalf of the Complainant

To all the Witnesses — Do you or do you not know the Complainant and Defendants in the Stile of these Interrogatories named or any or either of them If yea how long have You so known them or any or either and which of them respectively — and did you know Lieutenant Colonel Joseph Moorhouse deceased and Veerapermaul pillay also deceased in the title of these Interrogatories also named —

Second Interrogatory to Tombecha Pillah and Danala Tenvenkatachawry — Did you live in the Service and employ of any person and whom during the Years one Thousand seven hundred and Eighty seven and one Thousand seven hundred and Eighty Eight If Yea in What capacity or Acupation did you so serve Do You know whether or was You present at any time and when and where when any Sum or Sums of money was or was lent or paid by or by the order or on the Account of Veerapermaul pillay deceased in the foregoing Interrogatory named to Lieutenant Colonel Joseph Moorhouse deceased in the foregoing Interrogatory also named, or to any person or persons for or on Account of the said Lieutenant Colonel Joseph Moorhouse deceased If Yea What Sum or Sums of Money was or were so lent or paid and to whom and upon what occasions Declare all you know have heard and do beleive touching the Matters enquired of you by this Interrogatory with the causes and reasons of such your knowledge and belief —

Third Interrogatory to Benjamin Bishop Danala Tenvenkatachawry — Are you acquainted with the manner and Character of the hand Writing of Lieutenant Colonel Joseph Moorhouse deceased in the title of these Interrogatories named and have You ever seen the said Joseph Moorhouse in his life time Write If yea look upon the paper Writing now produced and shewn to you at this the time of your examination purporting to be a letter from the said Joseph Moorhouse deceased addressed to Veerapermaul pillay also deceased bearing date the Thirty first day of July in the Year of our Lord One Thousand seven hundred and Eighty seven marked with the Letter A and set forth of whose hand Writing you beleive the body of the said paper Writing the superscription thereof and the name J. Moorhouse set and subscribed at the foot of the said Letter to be and the truth herein fully and at large declare —

Last Interrogatory to all the Witnesses — 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 and Advantage of the Complainant in this Cause besides what You have been interrogated unto If yea declare the same fully and at large as if you had been particularly interrogated thereto —

John White Attorney for
the Complainant

Peermaul:

If you can let me have another hundred Pags. you will oblige me I shall not have occasion to trouble you again—

yours

July 31st 1787— J Moorhouse

This Exhibit Marked A was shewn to Lieutenant Benjamin Bishop and Danala Tervoveneata Saumy at the respective times of their Examination before me on the Part of the Complainant in a Certain Cause now depending in the Hon^ble the Mayor's Court at Madraspatnam wherein Narrain pillay Admr of Veeraperm aul pillay is Complainant and Josias dupree Porcher— Edward Boisdaune George Hall and Augusta Moorhouse Executors and Executrix of the last Will and Testament of Lieutenant Colonel Joseph Moorhouse deceased— are Defendants— was on the 6th day of August Anno Domini 1792—

Thos Barry Exam^r

Mayor's Court at Madraspetnam

Between Narrain pillay Administrator of Veeraperm aul pillay deceased is Complainant and Josias dupre Porcher— Edward Boisdaune— George Hall and Augusta Moorhouse Executors and Executrix of the last Will and Testament of Lieutenant Colonal Josias Moorhouse deceased are Defendants

On the Part of the Complainant—

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

Tombechah Pillah Conicoply and Cashkeeper of Madras Aged thirty two Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the seath day of August One Thousand Seven hundred and Ninety two signefied at the Office of Messrs Rolland Hamelton who are Attornies for the Defendants by Caswah my Servant who also left them a Note of the Name title and place of abode of the said Deponent and afterwards of the same day being Sworn and Examined Deposeth as followeth—

1st ..... To the first Interrogatory this Deponent saith that he does know the Complainant Narrain pillah in this Cause and that he hath so known him Seven or Eight Years and that he doth know the Defendant Josia Dupre Porcher in this Cause and that he hath so known him five Years but that he does not know the othe Defendants Edward Boisdaune and George Hall in this Cause but that he doth know the othe Defendant Augusta Moorhouse in this Cause & that he hath so known her six Years or there abouts and that he did know Veeraperm aul Pillay deceased in this Cause about six years— and that he did know Lieutenant Colonal Joseph Moorhouse deceased in this Cause about six years— and more he saith not to this first Interrog.

2d ..... To the second Interrogatory this Deponent saith that he did live

Mayors Court at
Madraspatnam

Between Narrain pillay
Administrator of Veerapermaul
pillay deceased is Complainant,
and Josias Dupre Porcher Esq.
and Boisdauine George Hall
and Augusta Moorhouse Ex-
ecutor and Executrix of the
last Will and Testament of
Lieutenant Colonel Joseph
Moorhouse deceased are Defendts.

On the Part of the Complainant

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

Danala Tecroovencata Sawmy Cash keeper Inhabitant of Madras Aged Twenty five Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the sixth day of August One Thousand Seven hundred and Ninety two Signified at the Office of Messrs. Hall and Hamilton we are Attornies of the Defendants by Casabah my Servant who also left there 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 Narrain Pillay in this Cause and that he hath so known him from his the Deponents Infancy and that he doth know the Defendant Josias DuPre Porcher in this Cause and that he hath so known him six Years

live in the Service and employ of Veerapermal Pillay deceased in the Years One thousand seven hundred and Eighty-seven and One thousand seven hundred and Eighty Eight in the Capacity of Conicoply and Cash keeper This Deponent saith that he did by order and on account of the said Veerapermaul deceased pay at four different times in the Year One thousand seven hundred and eighty seven the Sum of Five hundred Pagodas into the hands of the Servants of Lieutenant Colonel Moorhouse and this Deponent further saith that one Danala Tecroovencata Sawmy did some time in the Month of February One thousand Seven hundred and Eighty Eight inform this Deponent that he had by order of the said Veerapermal pillay received the Sum of Three hundred Pagodas from one Tervore Venaigum Modelly and paid the same to Colonel Moorhouse's Servants and desired this Deponent to enter the same in the Cash account of the said Veerapermaul pillay deceased as paid to the said Lieutenant Colonel Joseph Moorhouse deceased which he this Deponent did accordingly — and more he saith not to this or to the last Interrogatory.

Thos. Parry
Exam.

Years or thereabouts — and that he doth know the other Defendant Edward Baisdaune in this Cause and that he hath soknown him four years and that he doth know the other Defendant George Hall in this Cause and that he hath so known him four Years or thereabouts and that he doth know the other Defendant Augusta Moorhouse in this Cause and that he hath so known her Six Years or thereabouts — and that he did know the deceased Veerapermaul pillay in this Cause seven or eight Years and that he did know the deceased Lieutenant Colonel Joseph Moorhouse in this Cause six Years & more he saith not to this first Interrogatory —

2d — To the Second Interrogatory this Deponent saith that he lived in the employ of Mr. Petrie in the Year One Thousand Seven hundred and Eighty seven and One Thousand Seven hundred and Eighty Eight in the Capacity of Cash keeper to the Military Storekeeper this Deponent saith that he did sometime in the Year One Thousand Seven hundred and Eighty seven pay to one Nojumah Moodelly Dubash to Mr. Cashad the Jeweller the Sum of Three hundred Pagodas by desire of Veerapermaul pillay on account of Lieutenant Colonal Joseph Moorhouse deceased & the Deponent further saith that the same was paid on account of Money due by the said Lieutenant Colonel Joseph Moorhouse deceased to the said Mr. Cashad and more he saith not to this Second Interrogatory —

3d — To the third Interrogatory this Deponent saith that he is acquainted with the manner and Character of the hand writing of Lieutenant Colonel Joseph Moorhouse deceased and has after seen him write this Deponent hath looked at the Paper Writing now produced and shown to him at the the time of his Examination purporting to be a Letter from the said Joseph Moorhouse deceased bearing date the thirty first day of July One thousand Seven hundred and Eighty seven marked with the Letter A — and says that he believes the hand writing of the body of the said Paper Writing the superscription thereof and the name J. Moorhouse set and subscribed thereto to be written by and of the proper hand writing of the said Lieutenant colonel Joseph Moorhouse deceased and more he saith not to this or to the last Interrogatory —

Thos. Parry

D. Wencatasawmy

Mayor's Court at Madraspatnam

Between Narrain pillay Administrator of Veerapermaul pillay Deceased is Complainant and Josias Dupre Porcher Edward Baisdaune George Hall and Augusta Moorhouse Executors and Executrix of of the last Will and Testament of Lieutenant Colonel Joseph Moorhouse Deceased Defts. On the Part of the Complainant. Deposition

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

Lieutenant Benjamin Bishop of the Honble Company's Artillery of Fort Saint George Aged Thirty Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the sixth day of August One Thousand seven hundred and Ninety two Signified at the Office of Messrs Hall and Hamelton who are Attornies for the Defendant by Casavah my Servant who also left them a Note of the Name title and place of abode of the said Deponent and afterwards as the same day being Sworn and Examined Deposeth as followeth—

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Narrain Pillay in this Cause and that he hath so known him five or six Years and that he doth know the Defendant Josias Dupre Cockar in this Cause and that he hath so known him Eight Years or thereabouts and that he doth know the other Defendant Mr Edward Boisdaune in this Cause and that he hath so known him about six Years and that he doth know the other Defendant Major Hall in this Cause and that he hath so known him seven years or thereabout & that he doth know the other Defendant Augusta Moorhouse in this Cause and that he hath so known her Seven Years or thereabouts and that he did know Lieutenant Colonel Joseph e Moorhouse about Eight Years and that he did know Veerapermall pillah in this Cause about Eighteen Month and more he saith not to this first Interrogatory—

3d ..... To the third Interrogatory this Deponent saith that he is acquainted with the manner and character of the hand writing of Lieutenant Colonel Joseph Moorhouse deceased and has often seen him write this Deponent hath looken at the paper Writing now produced and shewn to him at this the time of this Examination purporting to be a Letter from the said Joseph Moorhouse deceased date the thirty first day of July in the Year of our Lord One Thousand Seven hundred and eighty Seven—marked with the Letter A and says that he believes the hand writing of the said Body of the said Paper writing the superscription thereof and the name J. Moorhouse set and subscribed thereto—to be written by and of the proper hand writing of the said Lieutenant Colonel Joseph Moorhouse deceased—and more he saith not to this or to the last Interrogatory

B. Bishop

Sworn before me Thos Carry Esr

Dupre—

Filed 7th Augt 1792.

To the Honble the Mayors Court at Madraspatnam—

The Humble Petition of
Joshua Crampton

Your Petitioner understands that there is a Vacancy for Serjeant at Mace of this Honble Court by the Death of John Lauren—

Your Petitioner therefore offers himself a Candidate to that Employ and should he be so fortunate as to meet with the approbation of this Honble Court he promises to discharge the Duty of his Office with fidelity And your Petitioner as in duty bound

Shall ever Pray—

Joshua Crampton

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 7th Day of August Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Mitford and Alexander Cockburn
Aldermen

Petition of Joshua Crampton praying to be appointed Serjeant at Mace to this Honble Court read and filed this day he is Admitted and the Oath of allegiance and Office are Administered to him—

Filed 25th Sept. 1792

To the Honble the Mayors Court at Madraspatnam

The Humble Petition of John White one of
Attornies of this Honble Court

Sheweth

That business of much importance renders it necessary for your Petitioner to proceed forthwith to Bengal which he is anxious to do under the permission of this Honble Court and to remain there three Months, and at the end of that period to return to the discharge of his duty as an Attorney of this Honble Court

Your Petitioner therefore humbly prays that this Honble Court will be pleased to grant him leave of absence for the space of three Months

And Your Petr will pray

John White

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of September Anno Domini 1792

Present

Andrew Ross Esquire Mayor

William Webb and Benjamin Roebuck

Aldermen

Petition of Mr John White one of the Attornies of this Court praying he may be allowed three Months leave of absence read and filed this day Ordered that the prayer of his Petition be granted

Filed 25. Oct. 1792

The Separate Answer of James Call to the Bill of Complaint of John Braithwaite and James Taylor and James Call Executors of Andrew Majendie Deceased

This Defendant now and at all times hereafter saving and Reserving to himself all and all Manner of Benefit and advantage of Exception to the many Errors and insufficiencies in the Complainants said Bill of Complaint Contained for answer thereunto or unto so much thereof as this Defendant is advised is material for him to make answer unto answereth and saith it may be true that the said Andrew Majendie was at the time of his Decease indebted unto the Complainant in the sum stated in his Bill of Complaint and this Defendant admits that the said Andrew Majendie departed this life about the time stated in the Bill of Complaint having previously made his Will of the date mentioned therein appointing the said James Taylor this Defendant and George Savage Executors thereof but this Defendant doth not admit that the said Andrew Majendie died possessed of realizable Property to a Considerable Amount and more than sufficient to Pay his Just Debts, on the Contrary this Defendant saith that Notwithstanding the pains and Exertions of his said Executors and more particularly of the said James Taylor with whom the active management of his affairs in a sufficient sum to Pay the Debts which the said Andrew Majendie stood

sted indebted by Bond to his several Creditors — This Defen-
dants admites that the said James Taylor this Defendt.
and the said George Savage did duly take out Probate of
the last Will and Testament of the said Andrew Majen-
die from the Kings Ordinary of this Honble. Court
about the time mentioned in the Bill of Complaint and
did take the Oath mentioned in the said Bill, and did
thereupon become legally possessed of the Testators
Estate to a Considerable Amount and perhaps to a
larger Amount than may be sufficient to Pay his Debts,
whenever such Estate shall be realised, whereof the peri-
od is still uncertain as it depends on Events and Con-
tingencies not within the Power or Control of this
Defendant or the other Executors of the said Andrew
Majendie and therefore they Could not give the Complai-
nant the Satisfaction for which he applied to them
to wit the Payment of his Demand and it is true that
the reason why the said Executors could not give to the Com-
plainant the satisfaction he required was that the Tes-
tator Jointly with the said Executors has been for Years
back interested in certain Money Transactions or dealings
under the name of the Concern which said Concern
was at that time and still in indebted unto divers and
sundy other Persons in very Considerable sums of Money
which it was not in their Power to liquidet nor could they
venture to fix a period when such liquidation should
take place for the reason stated in the Bill of Complaint
to wit their Claims on His Highness Wallajah Nabob &c.

Nabob of the Carnatic the time of Payment whereof was
uncertain — This Defendant denies that the Executors used
any evasive for not paying the Complainants demand
for the Argument respecting the reduced Interest at which
the said Nabobs Debt had been settled under the Sanction
of the British Parliament was not an evasion of Pay-
ment of the Debt but an equitable Reason why this De-
fendant and the other Executors of Andrew Majendie as
the Partners in the said Concern ought not to Pay an
higher Interest to their Creditors than Parliament had
arranged for the Debts of their Principal Creditor on whose
solvency they ultimately relied for the prospect of paying
their several Debts and the Executors for the same Reason could not
as certain what might be the ultimate situation of the af-
-fairs of the said Partnership, wherefore they could not deliver
unto this Honble Court any account thereof, this Defendt
admits that he did urge and still doth assert that the
said Concern ought not to discharge the Separate Debts
of the respective Partners therein till till the Joint Debts
were first discharged — This Defendant admits that
the Complainant was dissatisfied at the reasons urged
by this Defendant and his said Partners for not having dis-
charged the Complainants demand and that in consequence
thereof he thought Proper to sue this Defendant and the
said James Taylor and George Savage for the recovery
thereof — and that such Proceedings were thereupon had
as for that purpose are set forth in the Complainants
Bill except that this Defendant and his said Partners
never

never did assert that the payment of the Complainants demand would prejudice their private views for the said Concern had no private view in their Conduct towards the Complainant separate and apart from the line they Considered as their duty towards their Creditors Generally — this Defendant admits his having been served as was also the said James Taylor with a Copy of the said Order of His Majesty in Council and that previous thereto — the said George Savage had departed this Life This Defendant also admits that he and the said James Taylor as the Executors of the said Andrew Majendie are indebted unto the Complainant and the Amount so decreed by His Majesty in Council as in the Bill of Complaint and they now by this Defendant repeat the same Reason for with praying the Complainant which they before urged in their Pleadings in the said Cause between the Complainant and the Executors of Andrew Majendie to wit that the said Testator was and his Estate indebted to sundry Persons in diverse sums of Money or Bond, part whereof is owing to the Creditors generally of the said Concern and part to the individual Creditors of the said Andrew Majendie whom of the Complainant is one and they further say — that their Duty leads them to the discharge of the Partnership Claims before they can attend to this of any individual — this Defendant doth admit that the Estate of the Deceased is Considerable but the same is not of a nature which can be realised without so considerable a loss as might in the Endeavour an indigency in the Funds

of

of the Estate for the satisfaction of all the Bonded Claims against it whereby the Creditors as well as the Family of the said Deceased would be much injured whereas if the Complainant and the other Creditors of the Estate of the Deceased would patiently wait the return of those Resources whence alone the Estate of the Deceased can look to an ultimate solvency there is little doubt as this Defendant believes of Compleat and adequate Justice being done to all the Creditors of the Deceased and that a surplus might probably remain for the benefit of the Legatees under the said Will of the said Andrew Majendie. This Defendant admits that at the time stated in the Bill of Complaint this Defendant and the said James Taylor and George Savage did deliver and the record of this Honble Court an Inventory to the same purport as stated in the Bill of Complaint but this Defendant denies that the same is a wasive or intended to be and requires that it be unsatisfactory to the Complainant for this Defendant saith it was as full as the Complicated State of the affairs of the Deceased would admit it to be, and that no neglect or Omission was practised by the partners in the said Concern — This Defendant admits nor did the Concern ever deny but that the deceased is intitled to a share of very Considerable sums of money Comprised in sundry Bonds of the Right of the Rebels and this Defendant admits that several sums have been received on Account thereof but this Defendant respects that the same has been Considered as subjected to and was applied towards the Payment of

the

the Joint debts of the concern which Debts are not yet dis-
charged and therefore the Complainant had no claim
according to the sentiments of the said Concern respecting
the Joint and individual Debts thereof to the Pay-
ment of his Claim as an Individual Creditor of
the Estate of the said Andrew Manjadie this Defendant
saith that all the Partners of the said Concern are
mutually and reciprocally bound to each other un-
der Mortgage Deeds whereby as well as by the pref-
erence given by the Law to Executors this Defendant
and the other Executors of the Deceased might have
applied all the assets of the Concern to their own
individual Claims but they have waved all such
preferance under the Principal above set forth na-
mely the Payment of the Joint Debts in pri-
ority to individual Claims and from that Prin-
cipal it happens that this Defendant is obliged
to submit to his own individual embarrassments
without seeking for any Relief from the Joint Fund
of the Concern altho the whole concern is now in the
possession and power of disposal by the Defendts
all which manifests to this Defendant that
not any private view as is Malignantly charg-
ed in the Bill of Complaint This Defendant
admits his having filed an affidavit at the time
and to the Purport stated by the Complainant
but he denies that such affidavit is answer or
intended

intended so to be on the Contrary gives the best information this
Defendant can give of the matters in question whereof as the
affidavit states the said James Taylor now in Europe had
the active management This Defendant saith that the
Joint concern or Partnership began sometime towards the
end of the Year of Our Lord One Thousand Seven hundred and
Seventy six but it is not in the Power of this Defendant to
give that account distrimination of the Joint and in-
dividual Interest of the members thereof or of their Sepa-
rate Estate which the Complainant appears by his Bill
of Complaint to require for this Defendant can only say
that the Testator had made large advances to the High-
ness the Nabob and to his Son Ameerul Omrah Baha-
der and the same was made part of the Joint stock as
the Money was received from the Country but this Defen-
dant cannot ascertain whether the individual sum ad-
vanced by the Complainant to the said Testator and ma-
king the foundation of the Complainants Claim against
his Estate was ever blended with or made part of the Testators
Funds in the said Concern this Defendant denies that the
sums received on Account of the Concern ought to make
part of the Inventory of the Estate of the said Andrew
Majendie for such sums are subjected to the Joint Debts,
all which must as this Defendant thinks be paid off be-
fore any Individual partner can be Considered as having
any Estate whatever nor can this Defendant comply
with the Expectations of the Complainant without a
General disclosure of all the Joint and separate affairs
of the Partners in the said Concern than which nothing can
as this Defendant thinks be more unreasonable, and this

Defendant

Defendant solemnly Declares it would be a futile attempt
in him even if he Considered it his Duty so to do, because the
General Confidence of the said George Savage and this
Defendant in their Partner the said James Taylor had
induced them to submit to all the arrangements
made by him without any minute Investigation
of the several Accounts or Interest whereupon such
arrangements were formed so that the said James Taylor
is the only partner Competente to give the satisfaction
expected by the Complainant - This Defendant hav-
-ing herein before answered to the best of his knowledge
all the Charges made by the Complainant in his Bill
of Complaint proceeds now to answer the Interro-
-gatories therein Objected to this Defendant and first
he admites the Decree of this Hon.ble Court and the
subsequent Proceedings thereon in manner as stated
in the Bill and he also admits that he did on behalf
of himself and James Taylor as the Surviving Exec-
-tors of Andrew Majendie write the Letter to the said
Henry Dadey which is set forth in the Bill of Compl.t
This Defendant also admites that he is bound to pay
from the effects of the Estate of the said Andrew Ma-
-jendie but not otherwise the Amount due to the Compl.t
and he does not doubt but that the Account annexed to
the Complainants Bill is a Just one and that the Com-
-plainant hath demanded Payment thereof by his
Attorney at Law and that this Defendant could not
give any better satisfaction than the answer in his
Letter above mentioned this Defendant hath already
stated that the Testator was indebted to Sundry Persons
and

and that for the reasons already explined he cannot ascertain the
ultimate State thereof this Defendant hath also admitted that
he hath Jointly with James Taylor and George Savage ta-
-ken the Oath of Executor and obtained Probate of the Will
of the Deceased and delivered in an Inventory of this Estate
and he hath Stated why he cannot give in a more full account
of such Estate this Defendant hath not presumed to say he
had any dispensation from this Honble Court except such
as arose from the necessity of the thing namely the impra-
-cibility of delivering in any further Inventory or account
than such as is already on Record altho' this Defendant allows
that the Testator had several Claims by Bond and otherwise
at the time of his Death but this Defendant doth not
know the Amount thereof nor how blended with other Joint
Claims or Securities or Account thereof or of the
distinct Interest of the Deceased therein this Defendant
cannot ascertain the particulars of the said sum of seventy
six thousand three hundred and thirty five Pagodas Two
fanams and Six Cash of which mention is made in the
Bill of Complaint other than that it is part of the stock
of the said Deceased in the said Concern and as such is made
part of his Inventory now of record in this Honble Court
and for the reasons Stated in such Inventory the same
cannot be adjusted until the Joint Debts of the concern
are paid off This Defendant denies that he and James Taylor
are individually bound to pay to the Complainant the
amount of his Claim against the Deceased and this
Defendant is uninformed to what use the Deceased
applied the Original sum borrowed of the Complainant -

This

This Defendant doth not imagine the Complainant hath any right to demand of this Defendant the disclosure of the Partnership Debts, Books or Accounts as long as the Partnership Debts are unpaid but when they are fully discharged then it will become the Duty of the Executors of the Will of the said Andrew Majendie to set forth his surplus Funds and to make a dividend thereof as far as they will go towards the satisfaction of the Debts of the Estate which are first for Payment from their priority in Law thereto this Defendant admits that the said Complainant did cite the said James Taylor and this Defendant at the time stated in the Bill of Complaint to which they paid the best attention in their Power according to their Opinion of their Duty as Executors of Andrew Majendie and as it was at all times and still is the intention of this Defendant and the said James Taylor to render very Justice in their Power and to the last of their conscience to put from their Duty as Executors of the said Andrew Majendie and as the situation of his affairs hath been most fully explined by this Defendant and his Partners in the Proceedings in the former cause of the Complainant and that the present inability of his Executors to Pay the Complainants demand was made manifest therefrom this Defendant humbly submits that the Complainant ought to have been satisfied with his Judgment on record against the Estate of the Deceased and not harrassed

harrassed his Executors with a second suit.

Wherefore this Defendant prays that this second suit may be dismissed with Costs to be paid by the Complainant.

Ja.s Call

Popham
Atty for Defend.t

Sworn to in Madras
this 22.d day of October 1792.
Before me
Wm Webb
Mad.a

Filed the 29.th
Oct.r 1792.

In the Honble the Mayors Court at Madraspatnam

Between John Braithwaite Colonel in the Service of the United Company of Merchants of England Trading to the East Indies at present of Fort Saint George Comanding the Army under the Presidency of Fort Saint George aforesaid Complainant and James Taylor and James Call of Fort Saint George Esqrs Executors of Andrew Majendie late of Fort Saint George aforesaid Merchant Deceased Defendants

Exceptions taken by the said Complainant to the Separate

Separate Answer of James Call one of the above named Defendant put in to the said Complainants Bill.

First ..... For that the said Defendant is Interrogated, whether the said Testator did or did not depart this life lawfully possessed of or otherwise intitled unto, sundry very considerable sums of Money to him due and owing, being part of the Estate of the said Testator, upon Bond and other Specialties and Securities for money, from sundry persons in the East Indies and else where, unto him in his own name given and granted, and in his name Jointly with the said Defendant and the Defendant James Taylor and George Savage, or Jointly with some of them, or with any other person or persons, as they know do believe and have been severally informed. Whether the said Defendant hath not set forth and discovered, the amounts principal of such several Bonds, specialties and Securities for money herein before discribed, and what was and were the date and dates thereof respectively, and the rate of Interest, if any the same and each of them did respectively bear.

Second ..... For that the said Defendant hath not set forth and discovered, what Part or Parts thereof, have been received by him the said Defendant, or by either of them the said Defendants, or by any other person or persons by their authority or appointment, or what hath become of the said several Bonds and Specialties, and in whose Custody Power or Possession the same or all and any and which of them now are and what has, and have become thereof, to their and each of

of their knowledge and belief.

Third ..... For that the said Defendant, hath not set forth and discovered, what other part or parts of such sum or sums of money, whereof the Testator was possessed or otherwise entitled unto, upon any Bond or Bonds specialty or specialties or other Security and Securities for money, given and granted, unto the Testator in his lifetime Jointly with the said Defendant and the Defendant James Taylor and George Savage or Jointly, with any one or more of them, from his said Highness the Nabob of the Carnatick, or from his Eldest Son Omdut ul Amrah or from the said Omeerul Amrah or from any other of the sons and family of the said Nabob of the Carnatick —— or upon any other Claimes or demands upon his said Highness the Nabob of the Carnatick, and the said Omdut ul Amrah or the said Omeerul Amrah in the name or Names of any other person or persons, —— and by them, to the said Defendant, and the Defendant James Taylor and George Savage and the Testator, assigned and made over in their own Right, or in trust or in any other manner or way whatsoever, together with the several Amounts Principal of such several Bonds specialties and other securities for money herein before particularly described, and the dates thereof severally, and the rates of Interest the same do respectively bear, and whether any and what part or parts thereof have been received by them, or either of them or by any other person or persons by their authority and appointment, and what is become of the said several Bonds and specialties, and in whose custody, power or possession the same or all and any and

which

which of them now are, and what has become thereof and of any of them as they know and do believe.

Fourth ..... For that the said Defendant hath not set forth and discovered a full and perfect Inventory, of all and several the Bonds Specialties, and of all or any Security or Securities of Money of the said Testator personally or individually belonging, or wherein he had any Interest share or concern Jointly with the said Defendant and the Defendant James Taylor and George Savage at the time of the Decease of the said Andrew Majendie.

Fifth ..... For that the said Defendant James Call hath not set forth a true and perfect account, of all and singular the Sum or Sums of money by them the said Defendant and James Taylor [illegible] the lifetime of the said George Savage, and of such further Sum or Sums which have since his Decease been by them received on Account of all or any of the Bond or Bonds specialties and securities of Money personally or individually belonging to the said Testator at the time of his death or to him the said Testator in part belonging Jointly with the said Defendant and James Taylor

Sixth ..... For that the said Defendant hath not fully and particularly set forth a true and perfect Account, of all and singular the several sum and sums of money, which have been received by him and the other Defendant, directly or indirectly previously to the Death of the said Testator, or Jointly with the said George Savage or otherwise Accounted for, upon any Bond or Bonds Specialty or Specialties or any Security or Securities for money individually and personally belonging to the Testator at and before his decease, or upon such other Bonds, Specialty or Specialties, or any other Security or Securities for money whatever, unto the Testator at and before his decease, in part belonging, and whereto he was entitled to a part share and Concern Jointly with the said Defendant and the Defendant James Taylor and George Savage, whether in the Joint names of the said Defendant and Defendant James Taylor and George Savage or either of them and the Testator or under the Assignment of any other persons to them the said Defendant and the Defendant James Taylor and George Savage or to either of them Jointly with the said Testator.

Seventh ..... For that the said Defendant James Call hath not set forth and discovered, whether the aforesaid Bond or Obligation of the said Testator for the aforesaid sum of Eight Thousand seven hundred and seventy two Pagodas and forty nine Cash, under the date of the First day of January One Thousand seven hundred and seventy eight, was or was not given for the like Sum, at that time, or for some other Sum upon any other former Bond from the said Testator to the Complainant, and by the said Testator paid into or on account of the said Joint Concern, nor hath the said Defendant discovered, whether the partnership or Concern does or is not debited in the Sum of Four Thousand five hundred and fifty six Pagodas fifteen Fanams and forty one Cash, as the Balance due on the said Testators Bond, on the first day of January one Thousand seven hundred and seventy nine, in the Books of the said Testator, or otherwise brought to Account in the Book of

of the said Concern or some other and what sum, under the date aforesaid or under what date, as being then due unto the Complainant by the said Andrew Majendie, and by him to the said Concern paid or any otherwise Accounted for—

Eighth ..... For that the said Defendant hath not set forth, whether it appears by the Books of the said Andrew Majendie, that the principal of the said Bond or other sum of Four thousand five hundred and fifty Sicca Rupees fifteen fanams and forty one Cash due thereon as aforesaid or any part and what part thereof, was or not applied to the Individual use and behoof of the said Testator or how, and whether he had on the first day of January One thousand seven hundred and seventy eight, any private trade or money Transaction or Dealings with the said Defendant and the Defendant James Taylor or with the said Concern—

Ninth ..... For that the said Defendant James Call, hath not set forth at what period the said Partnership or Connection under the Discription of Copion, between the said Defendant and the Defendant James Taylor, and George Savage did commence, and what were the Terms and Conditions thereof, nor hath he discovered, what share part and portion therein, and in every part thereof, the said Testator had in his life time—

Tenth ..... For that the said Defendant hath not set forth and discovered, how and in what manner, he or the other Defendants have accounted for or otherwise legally disposed of, and paid away the sum of Seventy six Thousand Three hundred and thirty five Pagodas

two fanams and six Cash in the foregoing pretended Inventory acknowledge to have been Credited the said Andrew Majendie, in the Books of the Joint Concern, under the date of the Twenty sixth day of November One Thousand seven hundred and Eighty seven—

Eleventh ..... For that the said Defendant hath not set forth and discovered a full true and perfect account of all other Sum or Sums of Money by him the said Defendant, and the Defendant James Taylor or either of them, received on account of the said Joint Concern, since the said Twenty sixth day of November One Thousand Seven hundred and eighty seven, and what part Portion or share of the said Sums of Money, since the said period received on account of the Joint Concern, doth belong to, and the Estate of the said Testator hath or ought to have Credit for, in the Books of the said Joint Concern, and how and in what manner and how particularly the said further part Portion or share of the said Sums received, belonging to the Estate of the said Testator have been disposed of, paid away, and applied, and whether the same is brought to account in the Books of the said Concern and if not why not—

Twelfth ..... For that the said Defendant hath not fully and particularly set forth, a true and perfect Inventory and account of all and singular the Estate and Estates of the said Testator, whereof he died possessed, or in any manner or way entitled unto in his life time, and the Nature, kinds quantities, and qualities thereof, and in what the same consisted, and how much and what part thereof came to the said Defendant and the Defendant James

James Taylor or to their hands Custody Power or Possession or of any other person or persons to their knowledge, and to and for their use and how and in what manner the same, and every part thereof has been paid applied or disposed of and how much and what part and parts thereof, whether consisting of Bonds Specialities or Securities of money or how otherwise remains unpaid and undisposed of, and where and in whose hands Custody or power all or any part of them now is or are—

In all which Particulars Complainant excepts against the said Defendant's Separate Answer, as imperfect evasive and insufficient and therefore prays that the Defendant may put in a better Answer thereto and that this Honble Court will further Order and direct the said Defendant to pay exemplary Costs for his Contemptuous evasion in not answering to the said Bill—

H.G. DuPuy
Atty for the Complt

Filed 20th Nov. 1792

In the Honble the Mayor's Court at Madraspatnam

Between John Brathwaite Colonel in the Service of the United Company of Merchants of England trading to the East Indies at Present of Fort Saint George Commanding the Army under the Presidency of Fort Saint George aforesaid Complainant and James Taylor and James Call of Fort Saint George Esquires Executors of Andrew Majendie late of Fort Saint George aforesaid Merchant Deceased Defendant.—

The Answer of James Call to the Exceptions of the said Complainant—

This Respondent in answer to the said several Exceptions saith as follows—

To the first ——— Exception this Respondent saith that he hath stated in his answer to the Complainants Bill of Complaint that the active management of the affairs of the Partners in the said Concern had vested with James Taylor in his Answer named whom this Respondent states to be now in England and that this Respondent cannot therefore state the Amount Principal of Such

such several Bonds, specialties and Securities or their respective dates or nature of Contents, which answer this in may not be satisfactory to the Complainant or such as this Respondent ought be bound in Equity to give to a Complainant in a Cause wherein this Respondent was the only Respondent and which related to affairs solely under the Respondents management yet he humbly hopes it will be considered as adequate in the presence case, being, as the Respondent has stated the best answer which he is capable of giving, and sworn to be so as by his answer may appear.

To the second Exception this Respondent saith that it appears by his answer that this Respondent hath not of himself individually received of the said several Bonds or Specialties of the said Andrew Majendie, and it also appears by his Answer that such Bonds and Securities or such parts thereof as have not been mortgaged by the said James Taylor or otherwise for the use of the said Partnership Concern are now in the possession and power of this Respondent, but he hath also stated that such power is not considered by him as adequate to enable him to dispose of any part thereof excepted to the payment of the Joint or Partnership Debts of the said Concern till such time as such Partnership Debts are fully satisfied.

To the Third Exception this Respondent answers to the Exceptions Bill of Complaint as well as above in answering the first and second Exceptions that it is not in his power to give any other or more satisfactory account of the particulars of the Estate of the said Andrew Majendie than he hath already given in his said Answer, and he hath also stated why he cannot give a fuller Answer.

To the Fourth Exception this Respondent saith that with the Inventory given in by the said George Savage and James Taylor as also by this Respondent under date the Twenty sixth day of December in the Year of our Lord One Thousand Seven hundred and Eighty Eight and now of Record in the Honble Court the said James Taylor, George Savage and this Respondent as the Executors of the said Andrew Majendie have stated why it is not in their power to give in a more detailed Inventory of the Estate and Effects of the said Deceased Andrew Majendie that appears on the face thereof, which reason this Respondent hath also stated in his Answer to the Exception of Rangapilly One of the Bond Creditors of the Deceased requiring from the Respondent an Account Current of the Estate of the said Andrew Majendie which is of Record in this Court under date the Fourteenth day of February now last past, and this Respondent saith that the same Reason now exists because no change hath since happened to alter the situation of the Estate of the Deceased, except that a Dividend of Twenty seven Fanams in every hundred Pagodas hath been lately ordered on all the New Consolidated Bonds of this Highness Wars Law Jageer Nabob of the Carnatic which Divided with not go for towards satisfying or being the Debts of the said Concern, and in no otherwise affects the Estate of

of the said Andrew Marjindie than as it tends to extinguish such Joint Incumbrance for which his Estate Jointly with the Partnership Property of the said James Taylor George Savage and this Respondent is equally bound.—

To the Fifth Exception this Respondent answereth that he hath stated in his Answer to the Exceptants Bill of Complaint why it is not in his Power to give a true and Perfect Account of all and singular the Sums of Money Charged to have been Received by the said James Taylor George Savage and this Respondent on Account of the said Andrew Marjindie to wit, that as the said George Savage and this Respondent placed their general Confidence in the said James Taylor and submitted in Consequence to all the Arrangements he made without any minute investigation of the Several Accounts or Interests whereupon such Arrangements were formed the said James Taylor is the only partner Compleint to give the Satisfaction excepted by the Exceptant.—

To the Sixth Exception this Respondent for answer Prays leave to refer to his answer to the fifth Exception as the matter of Exception in each are so nearly similar that his incapacity to answer the fifth Exception other than as above is stated Renders him equally incapable to answer the said Exception.—

To the Seventh Exception this Respondent for answer saith that he hath fully answered the Point objected to therein as far as was in his power as by the following Extract therefrom may appear to wit, "this Defendant cannot ascertain whether the individual sum advanced by the Complainant to the said Testator and making the foundation of the Complainants claim against his Estate was ever blended with or made part of the Testators Funds in the said Concern.—

To the Ninth Exception this Respondent hath answered in his answer to the Exceptants Bill, for he therein states that the Partnership concern did being some time toward the end of the Year of Our Lord One Thousand seven hundred and Seventy six that it is not in his Power to give that accurate discrimination of the Joint and individual Interest of the members thereof or of their separate Estates which the Exceptant Required.—

To the Tenth Exception this Respondent hath also answered in his answer to the Exceptants Bill and the same is in part stated in his Answer to the fifth Exception wherein he states that the said James Taylor is the only Person Competent to give the satisfaction expected by the Exceptant.—

To the Eleventh Exception this Respondent answereth by referring to his Answer as above stated to the Tenth Exception, the said James Taylor being the only Person Competent to give a full answer thereto.—

To the Twelfth Exception this Respondent answering saith that it is answered in his answer to the Exceptants Bill wherein this Respondent states that the Affidavit filed by this Replicant and to which the Exceptant Refers in his Bill of Complaint is the best information this Respondent can give of the matters in question wherein the Affidavit states the said James Taylor now in Europe had the active management

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All which this Respondent Submits to the Consideration of this Honible Court and prays that the Exceptants Exceptions may be dismissed with Costs to be paid by the Exceptant.

Popham
atty for Respt.

Extract from the Minuts of a Court Held at the Town Hall on Tuesday the 26th Day of March Anno Domini 1793.

Present

John Mitford Esquire Mayor
James Call and James Daly Aldermen
John Braithwait

James Taylor James Call Executors of Andrew Majendie Deceasd.

Exception of the Seperate Answer of the Defendant James Call Read.

Answer thereto Read.

The Exceptions and the Answer thereto Coming on to be Argued and determined this day in the presence of the Attornies on both Sides and on due Consideration had thereon The Court are of Opinion that the Exceptions are good and Sufficient It is therefore Ordered that the Defendant James Call do Amend his answer in the points excepted to and that he do pay the Costs attending the Exceptions out of his own Pocket.

Filed 25th April 1793

The Separat Answer of James Call of the Bill of Complaint of Rungapillah wife James Taylor and James Call Executors of Andrew Majendie Deceased.

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the many Errors and insufficiencies in the Complainants said Bill of Complaint contained for answer thereunto or unto so much thereof as this Defendant is advised is material for him to make Answer unto answereth and saith it may be true that the said Andrew Majendie was at the time of his Decease indebted unto the Complainant in the Sum stated in his Bill of Complaint and this Defendant admits that the said Andrew Majendie departed this life about the time stated in the Bill of Complaint having previously made his Will of the date mentioned therein appointing the said James Taylor this Defendant and George Savage Executors thereof but this Defendant doth not admit that the said Andrew Majendie died possessed of Valuable Property to a Considerable Amount and more than sufficient to pay his just Debts, on the contrary this Defendant saith that Notwithstanding the pains and endeavours of his said Executors and more particularly of the said James Taylor with whom the active Management

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of his affairs hath chiefly rested it hath not been hitherto practicable to collect in a Sufficient Sum to pay the Debts which the said Andrew Majendie stood indebted by Bond to his several Creditors This Defendant admits that the said James Taylor this Defendant and the said George Savage did duly take out Probate of the last Will and Testament of the said Andrew Majendie from the Kings Ordinary of this Honble Court about the time Mentioned in the Bill of Complaint and did take the Oath mentioned in the said Bill and did thereupon become legally possessed of the Testators Estate to a Considerable Amount, and perhaps to a large amount than may be Sufficient to pay his Debts, whenever such Estate shall be Realized, wherefore the same is still uncertain, as it depends on Events and Contingencies not within the power or controul of this Defendant or the other Executors of the said Andrew Majendie and therefore they Could not give the Complainant the Satisfaction for which he applied to them to wit the Payment of his Demand and it is true that the reason why the said Executors could not give to the Complainants the Satisfaction he required was that the Testator Jointly with his said Executors had been for years back interested in certain Money Transactions or dealings under the Name of the Concern which said Concern was at that time and still is indebted unto divers and Sundry other Persons in very considerable Sums of Money which it was not in their Power to liquidated nor Could they venture to fix a period when such liquidation should take place for the reason stated in the Bill of Complaint to wit their claims on this Righness Was Law-

Law Jaw &c. Nabob of the Carnatic the time of payment whereof was uncertain - This Defendant denies that the Executions used any evasion for not paying the Complainants Demand for the argument Respecting the Reduced Interest at which the said Nabobs Debt had been Settled under the Sanction of the British Parliament was not an evasion of Payment of the Debt but an equitable reason why this Defendant and the other Executors of Andrew Majendie as the Partners in the said Concerns ought not to pay an higher Interest to their Creditors than Parliament had arranged for the Debts of their Principal Creditor on whose Solvency they ultimately relied for the prospect of paying their Several Debts, and the Executors for the same reason could not ascertain what might be the Ultimate Situation of the affairs of the said Intestate, wherefore they could not deliver into this Honble Court any account thereof This Defendant admits that he did Urge and still will assert that the said Concern ought not to discharge the Separate Debts of the Respective Partners therein till the Joint Debts were first discharged - This Defendant Admits that the Complainant was dispatisfied at the reasons urged by this Defendant and his said Partners for not having discharged the Complainants demand and that in consequence thereof he thought proper to sue this Defendant and the said James Taylor and George Savage for the recovery thereof and that such proceedings were thereupon had as for that purpose are set forth in the Complainants Bill except that this Defendant and his said Partners never did assert that the Payment of the Complainants demand would prejudice their private Views for the said Concern had no private view in their conduct towards the Complainant separate and apart from the line they Considered as their duty towards their Creditors Generally this Defendant admits his having been served as was also the said

James Taylor with a Copy of the said Orders of His Majesty in Council and that previous thereto the said Georg Savage had departed this Life This Defendant also admits that he and the said James Taylor as the Executors of the said Andrew Majendie are indebted unto the Complainant in the Amount so Denied by his Majesty in Council as in the Bill of Complaint and they now by this Defendant repeat the same reason for not praying the Complainant which they before urged in their Pleadings in the said Cause between the Complainant and the Executors of Andrew Majendie to wit that the said Testator was and his Estate is indebted to sundry persons in diverse Sums of Money on Bond part whereof is owing to the Creditors generally of the said Concern and part to the individual Creditors of the said Andrew Majendie whereof the Complainant is one and they further say that this Duty leads them to the discharge of the Partnership Claims admit that the Estate of the Deceased is considerable but the same is not of a nature which can be Realised without a considerable sacrifice as might in the End Create an inadequacy Funds of the Estate of the Satisfaction of all the Bonded Claims against it whereby the Creditors as well as the Family of the said Deceased would be much injured whereas if the Complainant and the other Creditors of the Estate of the Deceased would patiently wait the Returns of the resources whence alone the Estate of the Deceased can look to an ultimate Solvency there is little doubt as the Defendant believes of Compleat and Adequate Justice being done to all the Creditors of the Deceased and that a Surplus might probable remain for the benefit of the Legatees under the said Will of the said Andrew Majendie This Defendant admits that at the time stated in the Bill of Complaint this Defendant James Taylor and George Savage did deliver into the Records of this Honble Court an Inventory to the Amount and purport as Stated in the Bill of Complaint but this Defendant denies that the same is evasive or intended so to be and regrets that it is unsatisfactory to the Complainant for this Defendant Saith it was as full as the Complicated State of the affairs of the Deceased would admit it to be, and that no neglect or Omission was practised by the Partners in the said Concern — This Defendant admits nor did the Concern ever deny but that the Deceased is entitled to a Share of very Considerable Sums of Money comprised in Sundry Bonds of His Highness the Nabob and this Defendant admits that Several Sums have been received on Account thereof but this Defendant repeats that the same has been considered as subject to and were applied towards the payment of the Joint Debts of the Concern which Debts are not yet discharged and therefore the Complainant had no Claims according to the sentiments of the said Concern respecting the Joint and individual Debts thereof to the Payment of his Claim as an Individual Creditor of the said Andrew Majendie This Defendant Saith that all the Partners of the said Concern are mutually and Reciprocally Debts to each other under Mortgage Deeds whereby as well as by the preference given by the Law to Executors this Defendant and the other Executors of the Deceased might have applied all the effects of the Concern to their own individual Claims but they have avoided all such preference under the principal about to Assault namely the Payment of the Joint Debts in priority to individual Claims and from that principle it appears that this Defendant is obliged to Submit to his own individual embarrassments without seeking for any Relief from the Joint fund of the

Concern all the whole Concern is now in the Possession and power of disposal by this Defendant all which Manifests that this Defendant that not any private view as is maliguantly charged in the Bill of Complaint this Defendant admits his having filed an affidavit at the time and to purport stated by the Complainant but he denies that such affidavit is evasive or intended so to be, on the Contrary it is the best information this Defendant can give of the Matters in question where of as the affidavit States the said James Taylor now in Europe had the active management This Defendant saith that the Joint concern or Partnership began some time towards the end of the Year of our Lord One thousand Seven hundred and Seventy Six but states not in the power of this Defendant to give that Accurate Examination of the Joint and individual Interests of the members thereof or of their Separate Estates which the Complainant appears by his Bill of Complaint to require further this Defendant may say that the Testator had made large advances to His Highness the Nabab and to his Son Ameer ul Amorah Bahader and the same was made part of the Joint Stock as the Money was received from the Country, but this Defendant cannot ascertain whether the individual sum advanced by the Complainant to the said Testator and making the foundation of the Complainants Claim against his Estate was ever blended with or made part of the Testators Funds in the said Concern — This Defendant denies that the Sums received on account of the Concern ought to make part of the Inventory of the Estate of the said Andrew Majendie for such Sums are Subjected to the Joint Debts, all which must as this Defendant thinks be paid off before any Individual partner can be considered as having any Estate whatever nor can this Defendant comply with the Expectations of the Complainant without a General disclosure of all the Joint and Separate affairs of the Partners in the said Concern than which nothing can as this Defendant thinks be more unreasonable, and this Defendant Solemnly Declares it would be a fatal attempt in him even if he considered it his Duty so to do, because the General Confidence of the said George Savage and this Defendant in their Partner the said James Taylor had induced them to Submit to all the Arrangements made by him without any minute Investigation of the several accounts or Interest whereupon such Arrangements were formed so that the said James Taylor is the only partner Competent to give the Satisfaction expected by the Complainant — This Defendant having hereto before answered to the best of his Knowledge all the Charges made by the Complainant in his Bill of Complaint proceeds now to answer the Interrogatories therein objected to this Defendant and first he admits the Decree of this Honble Court and the Subsequent Proceedings thereon in manner as Stated in the Bill and this Defendant also admits that a Warrant of Execution was Issued upon the said Several Decrees and that William Cockell Esquire now Sheriff of Madraspatnam and the districts thereof did come to the Office of this Defendant with the said Writ of Execution and demanded the Goods Chattels and Effects of the said Andrew Majendie and this Defendant admits that he gave for answer that he had no Effects of his said Testator and he also admits that he and the said James Taylor as the Surviving Executors of Andrew Majendie did write the Letter to the said Henry Du Pre which is set forth in the Bill of Complaint This Defendant also admits that he is bound to pay from the Assets of the Estate of the said Andrew Majendie but not otherwise the amount due to the Complainant and he does not doubt but that the Account annexed to the Complainants Bill is a Joint one, and that the Complainant hath demanded

demanded Payment thereof by his attorney at Law and that this Defendant could not give any better Satisfaction than the answer is the Letter above mentioned This Defendant hath already stated that the Testator was indebted to Sundry persons and that for the Reasons already explained he cannot ascertain the Ultimate State thereof This Defendant hath also admitted that he hath Jointly with James Taylor and George Savage taken the Oath of Executor and Obtained Probate of the Will of the Deceased and delivered an Inventory of his Estate and he hath stated why he cannot give in a more full account of such Estate This Defendant hath not pretended to say he had any dispensation from this Honble Court except such as arose from the Necessity of the thing, namely the impracticability of delivering in any further Inventory or account than such as is already on Record at this this Defendant Avows that the Testator had several Claims by Bond and otherwise at the time of his Death but this Defendant cannot know the amount thereof nor how he did with other Joint Claimants so as to give an accurate account thereof or of the distinct Interest of the Deceased therein This Defendant cannot ascertain the particulars of the said Sum of Seventy six Thousand Three hundred and Sixty four Pounds Two Shillings and Six Pence Sterling which mention is made in the Bill of Complaint other than that it is part of the Stocks of the said Deceased in the said Concern and as such is made part of his Inventory now of Record in this Honble Court, and for the Reasons stated in said Inventory the same cannot be adjusted untill the Joint Debts of the Concern are paid off This Defendant denies that he and James Taylor are Individually bound to pay the Complainant the Amount of his Claim against the Deceased and this Defendant is uninformed to what use the Deceased applied the Original Sum borrowed of the Complainant This Defendant doth not imagine the Complainant hath any Right to Demand of this Defendant the disclosure of the Partnership Deeds Books or accounts as long as the Partnership Debts are unpaid but when they are fully discharged then it will become the Duty of the Executors of the will of the said Andrew Majendie to set forth his Surplus Funds and to make a Dividend thereof as far as they will go towards the satisfaction of the Debts of the Estate which are first for payment from their priority in Law thereto This Defendant Admits that the said Complainant did cite the said James Taylor and this Defendant at the time stated in the Bill of Complaint to which they paid the best attention in their Power according to their Opinion of their Duty as Executors of Andrew Majendie and as it was at all times and still is the intention of this Defendant and the said James Taylor to render every Justice in their Power and to the best of their Conscience to perform their Duty as Executors of the said Andrew Majendie and as the Situation of his Affairs hath been most fully explained by this Defendant and his Partner in the proceedings in the former Cause of the Complainant and that the present inability of his Executors to pay the Complainants Demand was made Manifest therefrom this Defendant humbly Submits that the Complainant ought to have been Satisfied with his Judgment on Record against the Estate of the Deceased and not harrassed his Executors with a Second Suit

Wherefore

Wherefore this Defendant prays that this
Second Suit may be dismissed with Costs to be paid by
the Complainant

Sworn to in Madras
this 22d. day of October 1792
Before me
Wm. Webb
Mayor

Jas. Call

Popham
atty for Deft.

Filed the 29
Octr. 1792

In the Honble the Mayors
Court at Madraspatnam

Between Ranga pillay of
madras Merchant Complai-
nant and James Taylor and
James Call of Fort Saint George
Esquires Executors of Andrew
Majendie late of Fort Saint George
aforesaid Merchant deceased
Defendant

Exceptions taken by the said Complainant to
the Separate Answer of James Call one of the above named
Defendant put in to the said Complainant's Bill

First ..... For that the said Defendant is interrogated whe-
ther the said Testator, did or did not depart this life lawfully
possessed of, or otherwise entitled unto, sundry very Considerable
Sums of money to him due and owing, being part of the Es-
tate of the said Testator, upon Bond and other Specialties
and Securities for Money, from sundry persons in the East
Indies and else where, unto him in his own name given
and

and granted, and in his name jointly with the said Defendant
and the Defendant James Taylor and George Savage or jointly
with some of them or with any other person or persons as they
Know do believe and have been severally informed, Whereto
the said James Call hath not set forth and discovered the Amounts
principal of such Several Bonds Specialties and Securities for
money herein before described, and what was and were the date
and dates thereof respectively, and the rate of Interest, if any the
same and each of them did respectively bear

Second ..... For that the said Defendant hath not set forth and
discovered what part or parts thereof, have been received by him
the said Defendant, or by either of them the said Defendant,
or by any other person or persons by their authority or appoint-
ment, or what hath become of the said several Bonds and
Specialties, and in whose Custody Power and Possession the
same and each and which of them now are, and what
has, and have become thereof, to their and each of their Know-
ledge and belief

Third ..... For that the said Defendant hath not set forth
and discovered what other part or parts of such Sums or
Sums of money whereof the Testator was possessed or other-
wise entitled unto, upon any Bond or Bonds Specialty or Spe-
cialties or other securities of Money, given and granted, unto
the Testator in his life time, Jointly with the said Defendant
and the Defendant James Taylor and George Savage or Jointly,
with any one or more of them, from his said Highness the
Nabob of the Carnatick, or from his said Eldest Sone Amdut
ul Amrah or from the said Amer ul Amrah or from any other
of the sons and family of the said Nabob of the Carnatick or
upon any other Claim or demands upon his said Highness
the Nabob of Carnatick, and the said Amdut ul Amrah
or

or the said Amer ul Amrah in the name or names of any other person or persons,— and by them, to the said Defendant, and the Defendant James Taylor & George Savage and the Testators assigned and made over in their own Right, or in trust or in any other Manner or way whatsoever together with the sev eral Amounts Principal of such several Bonds Specialties and other Securities for Money herein before particularly recited, and the dates thereof severally, and the rates of Interest the same do respectively bear, and whether any and what part or parts thereof have been received by them or either of them or by any other person or persons by their authority and appointment, and what is become of the said several Bonds and Specialties and in whose custody power or possession the same or all and any and which of them now are, and what has became thereof and of any of them as they know and do believe.—

Fourth ..... For that the said Defendant hath not set forth and discovered a full and perfect Inventory, of all and sev eral the Bonds Specialties, and of all or any Security or Securities of money to the said Testator personally or individually belonging or wherein he had any Interest share or concern Jointly with the said Defendant and the Defendants James Taylor and George Savage at the time of the decease of the said Andrew Majendie.—

Fifth ..... For that the said Defendant James Call hath not set forth a true and perfect account of all and singular the Sum or Sums of Money by them the said Defendant and James Taylor had and received, in the life time of the said George Savage, and of such further Sum or Sums which have since his Decease been by them

received, in the life time of the said George Savage, and of such further Sum or Sums which have since his Decease been by them received on account of all or any of the Bond or Bonds Specialties and Securities of money personally or individually belonging to the said Testator at the time of his death or to him the said Testator in part belonging Jointly with the said Defendant and James Taylor.—

Sixth ..... For that the said Defendant hath not fully and particularly set forth a true and perfect account of all and singular the several Sum and Sums of Money which have been received by him and the other Defendant directly or indirectly previously to the Death of the said Testator or Jointly with the said George Savage or otherwise accounted for upon any Bond or Bonds Specialty or Specialties Security or Securities for Money individually and personally belonging to the Testator at and before his decease or upon such other Bond Specialty or Specialties or any other Security or Securities for Money whatever unto the Testator at and before his decease, in part belonging, and wherein he was entitled to a part share and concern Jointly with the said Defendant and the Defendants James Taylor and George Savage whether in the Joint names of the said Defendant and the Defendant James Taylor and George Savage or either of them and the Testator or under the assignment of any other person or persons to them the said Defendant and the Defendants James Taylor and George Savage or to either of them Jointly with the said Testator.—

Seventh ..... For that the said Defendant James Call hath not set forth and discovered whether the Bond or Obligation

of the Testator for the Sum of Five Thousand and five hundred Pagodas under the date of the first day of January One Thousand Seven Hundred and seventy Nine was or was not given for the like Sum at that time or for some other Sum upon any former Bond from the Testator to this Complainant and by the said Testator paid into or on account of the said joint concern — Nor hath the said Defendant set forth whether the said partnership or Concern is or is not debited in the said Sum of Five Thousand & five hundred Pagodas in the Books of the said Testator or otherwise brought to Account in the Books of the said Concern or some other and what Sum under the date aforesaid or under what date as having been paid by this Complainant to the said Testator and by him to the said Concern paid or otherwise accounted for —

Eighth ..... For that the said Defendant hath not set forth whether it appears by the Books of the said Andrew Majindia that the principal of the said Bond or other sum of Four Thousand five hundred and fifty six Pagodas fifteen fanams and forty one Cash due thereon, as aforesaid or any part and what part thereof was or not applied to the Individual use and benefit of the said Testator or how and whether he had on the first day of January One Thousand seven hundred and Seventy eight any private trade or Money Transaction unconnected with the said Defendant and the Defendant James Taylor or with the said Concern —

Nineth ..... For that the said Defendant James Call hath not set forth at what period the said Partnership or Connection under the discription of Concern between the said Defendant and the Defendant James Taylor and George Savage did commence and what were the Terms and Conditions thereof nor hath he discovered what

and portion thereon, and in every part thereof the said Testator had in his life time —

Tenth ..... For that the said Defendant hath not set forth and discovered how and in what manner he or the other Defendant have accounted for or otherwise legally disposed of and paid away the sum of Seventy six Thousand three hundred and thirty five Pagodas two fanams and six Cash in the aforegoing pretended Inventory acknowledged to have been Credited the said Andrew Majindia in the Book of the Joint Concern under the date of the Twenty sixth day of November One Thousand seven hundred and Eighty seven —

Eleventh ..... For that the said Defendant hath not set forth and discovered a full true and perfect Account of all other Sum or Sums of money by him the said Defendant and the Defendant James Taylor or either of them received on Account of the said Joint Concern since the said Twenty sixth day of November One Thousand seven Hundred and Eighty seven, and what part portion or share of the said Sums of Money since the said period received on account of the Joint Concern doth belong to, and the Estate of the said Testator hath or ought to have Credit for in the Books of the said Joint Concern and how and in what Manner and how particularly the said further part portion or share of the said Sums so received belonging to the Estate of the said Testator have been disposed of, paid away, and applied, and whether the same is brought to Account in the Books of the said Concern and if not why not —

Twelfth ..... For that the said Defendant hath not fully and particularly set forth a true and perfect Inventory and Account of all and singular the Estate and Effects

Filed 20th Nov.r 1792

In the Hon.ble the Mayors
Court at Madraspatnam

Between Range Pitty of
Madras Merchant Complainant
and James Taylor and James
Call of Fort Saint George Esquir
Executors of Andrew Majendie
late of Fort Saint George afore-
said Merchant Deceased Defen-
dant.

The answer of James Call to the Exceptions of the said Complainant.

This Respondent in Answer to the said several Exceptions saith as follows.

To the first Exception this Respondent saith that he hath stated in his Answer to the Complainants Bill of Complaint that the Active Management of the affairs of the Custom in the said Concern had rested with James Taylor in his Answer named whom this Respondent states to be now in England and that this Respondent Cannot therefore state the Amount Principal of such several Bonds, Specialties and securities or their respective dates or rates of Interest which answer tho' it may not be satisfactory to the Complainant or such as this Respondent would be bound in Equity to give to a Complainant in a Cause where in this Respondent was the only Respondent and which related to affairs solely under this Respondents Management Yet he humbly hopes it will be Considered as adequate in the present Cause, being, as this Respondent

of the said Testator whereof he died possessed or in any Manner or way entitled in his life time, and the natures Kinds quantities and qualities thereof and in what the same consisted and how much and what part thereof came to the said Defendant and the Defendant James Taylor or to their hand Custody Power or Possession or of any other person or persons or their Knowledge and to and for their use and how and in what manner the same and every part thereof has been paid applied or disposed of, and how much and what part and parts thereof whether consisting of Bonds Specialties or Securities of Money or how otherwise Remains unpaid and undisposed of, and where and in whose hand Custody or Power all or any part of them now is or are.

In all which Particulars the Complaint excepts against the said Defendants Separate Answer as imperfect evasive and insufficient therefore prays that the Defendant may put in a better answer thereto and direct the said Defendant to pay exemplary Costs for his litigious evasion in not answering to the said Bill.

Hy DeSaussure
Atty Compt.

has stated the best answer which he is Capable of giving,
and sworn to be so, as by his answer may appear —

To the Second Exception — This Respondent saith that it appears
by his answer that this Respondent hath not of himself
individually received of the said several Bonds or Spec-
-alties of the said Andrew Majendie and it also appears
by his answer that such Bonds and Specialties or such
parts thereof as have not been mortgaged by the said James
Taylor or otherwise for the use of the said Partnership
concern are now in the Possession and power of this
Respondent, but he hath also stated that such Power
is not considered by him as adequate to make him to
dispose of any part thereof except to the Payment of the
Joint or Partnership Debts of the said Concern till such
time as such Partnership Debts are fully satisfyed —

To the Third Exception this Respondent answering saith
that he hath stated in his Answer to the Exceptants Bill
of Complaint as well as above in answering the first and
second Exceptions that it is not in his power to give any
other or more satisfactory Account of the Particulars of the
Estate of the said Andrew Majendie that he hath already
given in his said Answer and he hath also stated why
he cannot give a fuller answer. —

To the Fourth Exception this Respondent saith that with-
the Inventory given in by the said George Savage and James
Taylor as also by this Respondent under date the Twenty-
sixth day of December in the year of Our Lord One thou-
-sand seven hundred and Eighty Eight and now of record in
this Honble Court the said James Taylor George Savage
and this Respondent as the Executors of the said Andrew
Majendie have stated why it's not in their Power to give
in

in a more detailed Inventory of the Estate and Effects of the
said Deceased Andrew Majendie than appears on the face
thereof, which reason this Respondent hath also stated in
his answer to the citation of John Brathwaite One of
the Bond Creditors of the Deceased requiring from this
Respondent an Account Current of the Estate of the
said Andrew Majendie which is of record in this Court
under date the fourteenth day of February now last past
and this Respondent saith that the same reason now
exists because no Change hath since happened to alter
the situation of the Estate of the Deceased, except that a Divi-
-dend of Twenty seven pounds in every hundred Pounds
hath been lately declared on all the new Consolidated Bonds
of his Majesty Wm Lau Saw Nabob of the Carnatic which
Dividend doth not go for towards extinguishing the Debts of the
said Concern, and in no otherwise affects the Estate of the said
Andrew Majendie than as it tends to extinguish so much
Joint Incumbrance for which his Estate Jointly with
the Partnership Property of the said James Taylor George
Savage and this Repliant is equally bound. —

To the Fifth Exception this Respondent answereth that he
hath stated in his answer to the Exceptants Bill of Com-
-plaint why it's not in his Power to give a true and Per-
-fect Account of all and singular the sums of money
charged to have been received by the said James Taylor George
Savage and this Respondent on account of the said Andrew
Majendie to with that as the said George Savage and this
Respondent placed their general Confidence in the said
James Taylor and submitted in consequence to all the
arrangements he made without any Minute investigation
of the several Accounts or Interests whereupon such
arrangements were formed the said James Taylor is the
only

only partner Competent to give the satisfaction expected by the Exceptant.—

To the Sixth Exception this Respondent for answer Says leave to refer to his Answer to the fifth Exception as the matters of Exception in each are so nearly similar that his incapacity to answer the sixth Exception.—

To the Seventh Exception this Respondent for answer saith that he hath fully answered the Points objected to therein as far as was in his power as by the following Extract therefrom may appear to wit "this Defendant Cannot ascertain whether the individual sum advanced by the Complainant to the said Testator and making the foundation of the Complainants Claim against his Estate was ever blended with or made part of the Testators Funds in the said Concern.—

To the Eighth Exception this Respondent for answer saith that the first part thereof is already answered in the above Extract from his answer to the Exceptions Bill and as to the latter part thereof this Respondent submits that the same is inferentially answered by this Respondents Exception of the Concern or Partnership between the Testator and the said James Taylor George Savage and this Respondent namely a Partnership whereby they were interested in certain money Transactories and dealings, thereby conferming the discription of such Partnership to money Transactions only, and therefore Conveadmitting that the Testator might have had other trade or dealings unconnected therewith.—

To the Ninth Exception this Respondent hath answered in his Answer to the Exceptants Bill, for he therein states that the Partnership Concern did begin some time towards the end of the Year of our Lord One Thousand Seven hundred and twenty Six that it is not in his Power to give that accurate discrimination of the Joint and individual Interests of the Members thereof or if their separate Estates which the Exceptant Required.—

To the Tenth Exception this Respondent hath also Answered in his Answer to the fifth Exception wherein he states that the said James Taylor is the only Person Competent to give the satisfaction expected by the Exceptant.—

To the Eleventh Exception this Respondent answereth by referring to his Answer as above stated to the Tenth Exception, the said James Taylor being the only Person Competent to give a fuller Answer thereto.—

To the Twelfth Exception this Respondent answering saith that it is answered in his Answer to the Exceptions Bill wherein this Respondent states that the affidavit filed by this Respondent and to which the Exceptant adverts in his Bill of Complaint is the best information this Respondent Can give of the Matter in question whereof as the affidavit states the said James Taylor now in Europe had the active Management.—

All which this Respondent submits to the consideration of this Honble Court and Prays that the Exceptants exceptions may be dismissed with Costs to be paid by the Exceptant.—

Bispham

Solicitor for Respondt.—

Extract from the Minutes of the Court Held at the Town Hall
on Tuesday the 26th day of March Anno Domini 1793.—

Present
John Mitford Esquire Mayor
James Call and James Daly
Aldermen

Runga pillah
vers
James Taylor James Call Executor of Andrew
Majendie Deceased—

Exceptions to the Amended Answer of the Defendant James
Call Read.

Answer thereto Read.

The Exceptions and the Answer thereto
coming on to be Argued and determined this day in the
presence of the Attornies on both Sides and on due Consi-
deration had thereon The Court are of Opinion that
the Exceptions are good and Sufficient It is therefore Or-
dered that the Defendant James Call do amend
his Answer in the points excepted to and that he do pay
the Court Attending the Exceptions out of his own
Pocket.—

Filed 8th May 1792

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 3d day of April Anno Domini 1792—

Present
Andrew Ross Esquire Mayor
William Webb and John Mitford
Aldermen

Amordow Pillah
vers
Paramsody Moodelly & Antoney Moodelly

The Attorney for the Complainant prays that
the Defendant Paramsody Moodelly may be Next Court
Day Appear and Answer Attorney to Act for him in the
room of Mr. Peter Walker who has had Permission to
Decline Acting— Ordered Accordingly—

A true Extract—

Jno Taylor
Regr

In the Honble the Mayors
Court at Madraspatnam

Between Amordow Pillay
Complainant and Paramjody
Moodelly and Antony Moo-
delly Deceased.

The Affidavit of Thomas Ives One of
the Sergents of this Honble Court—

This Defendant maketh Oath and
saith that he did on the Twenty first day of April last
at the House of Paramjody Moodely one of the Defts

in Order to Serve him Personally with a Copy of the Extract written on the other Side but the Defendant Paramjidy Moodelly was not to be found and this Defendant did in Consiquence thereof leave a true Copy of the said Extract at the said House of the said Paramjidy Moodelly—

Thos. Ives

Sworn to in Court
this 8th May 1792.

G. Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8th Day of May Anno Domini 1792—

Present

Andrew Ross Esquire Mayor
William Webb and Josias Dubre Porcher
Aldermen

Sumordaw Pillay
vers
Paransady Moodelly and Antoney Moodelly

Affidavit of Thomas Ives of Service of Notice upon the Defendant Paransady Moodelly to appoint another Attorney to Act for him in the room of Mr. Peter Walker Sworn to in Court Read and filed this day The Attorney for the Complainant prays that the Defendant Paransady Moodelly may by next Court day appoint another Attorney to Act for him, and in default thereof that Issue may Join in this Cause— Ordered accordingly—

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22d Day of May Anno Domini 1792—

Present

Andrew Ross Esquire Mayor
John Mitford and James Daly—
Aldermen

Sawmy Chitty and Cootley Chitty
vers
Shake Meera Saib Mastry and Pattoo Mestry

Mr. George Chalmers Attorney for the Defendant prays leave to Decline acting for want of Money— and Instructions Ordered accordingly— unless Cause be Shewn to the Contrary by Next Court day and it is further Ordered that the attorney do Serve his Client with a Copy of this Minute of which Service Affidavit is to be Made—

A true Extract

G. Coffkin
Dpty Regr

In the Honble the Mayors Court at Madraspatnam

Between Sawmy Chitty and Cotty Chitty of Madras Inhabitant Complainant and Shake Meera Saib Mastry and Pattoo Mastry of the Same Place Inhabitants Defendants—

The Affidavit of Thomas Ives one of the Serjeants of this Honble Court—

This—

This Deponent Maketh Oath and
saith that he did on the Twenty fifth Day of this Present
May Call at the Dwelling House of the above Named
Defendants with the Intention of Serving him with a
Copy of the Accompanying Extract but the said Defendants
being from home He this Deponent Left the Copy
thereof at the said House —

Fort St. George
this 29th May 1792
Sworn to in Court —

Tho.s Ives

W.m Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 29th Day of May Anno Domini 1792

Present

Andrew Ross Esquire Mayor
James Call and John Metford
Aldermen —

Sawmy Chitty and Coolty Chitty
vers
Shaik Meera Saib Mastry and Pattoo Mestry

Affidavit of Thomas Ives of Service of Notice upon
the Defendants of their attorney having prayed leave to de-
-clain acting Sworn to in Court Read and filed this day —
Ordered that Mr. George Chalmer be permitted to decline
acting — The Attorneys for the Complainant pray that
the Defendant may by Next Court day appoint ano-
-ther Attorney to act for them in the Room of Mr. George
Chalmer who has permission to decline acting — Ordered
accordingly —

Filed the 5th July 1792

In the Honble the Mayors
Court at Madraspatnam

Between Collah Rayaroh
Chitty of Madras Merchant
Administrator of all and
Singular the Goods Chattels
Credits Rights and Effects of
Colla Mooduramah Chitty
late of Madras Merchant
Deceased Complainant and
Sunoo Sashachella Chitty
and Cunoo Chinna Kistna-
mah Chitty of Madras —
Merchants Defendants

The Affidavit of Kistnama Chitty and Se-
-tavan Chitty of Madras Merchants —

This Deponents Make Oath and
say that they are well acquainted with Mada Bala
Kistnamah Chitty one of the Persons proposed by and
who hath offered himself as Bail for the Defendant
Sunoo Sashachellah Chitty in the above Cause and
also with the Family and Connexion of the said Mada
Balakistnamah Chitty — That he has two Brothers living,
namely Mudda Pedah Cunah Chitty and Mada Chinna
vera Chitty now living and that he had two Brothers who
are Dead, namely Mada Venganah Chitty and Mada
Bordoo Chitty both which last mentioned Deceased
persons had male Children who are living — That

Mada

Mada Pedda Veera Chitty is the Eldest of the said Bro-
thers and there has been no devision of the family Estate
between them, but that the Same continues to be, and
is enjoyed possessed and held in Common as Jointly
between the said Mada Pedda Veerah Chitty Mada
Chinna Veerah Chitty and Madda Balakistnamah
Chitty the Younger Brother and the male Issue of
the said Medda Venganah Chitty and Madda Boo-
doo Chitty Composing five different Shares of which
the said Madda Balakistnamah Chitty is only entitled
to a one fifth Share in case of any future devision.

/Signed/ Kistnama Chitty

/Signed/ Setaroo Chitty

Hy Dickens

atty Compltt

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

Ruganaudom

Interpreter

Filed 10th July 1792

In the Honble the Mayors Court at Madras ppttnam

Between Colla Ragwah Chitty of Madras Merchant administrator of all and Singular the Rights Chattles Credits and Effects of Collah Maduramah Chitty late of Madras Merchant deceased Complainant

and

Suncoo Sashachella Chitty and Sunoo Chinna Kistnamah Chitty of the Same place Merchants Defendant

Mada Balakistnamah Chitty of Madras Merchant one of the Bail for the Defendant Suncoo Sashachella Chitty in the above Cause and Mada Jungamah Chitty of Madras inhabitant jointly and Severally make Oath and say that these Defendants have read an affidavit made or Mentioned to be made before Andrew Ross Esquire on the fifth day of July now instant by Kistnama Chitty and Seteram Chitty who in and by the said affidavit are Styled Merchants of Madras and these Defendants say that the said Kistnama Chitty and Seteram Chitty are not nor is either of them a Merchant for these Defendants positively say that the said Kistnama Chitty is a Native Servant Who never had any intimacy with the familys of these Defendants or of either of them and these Deponents further say that the said Seteram Chitty now gains a livelihood by Cooly hire and that he the said Seteram Chitty came from a Remote Country to the Northward which is the place of his Nativity and these Deponents say that the said Seteram Chitty lately lived with a friend of these Deponents as a Menial Servant and this Deponents further say that the said Kistnama Chitty and Seteram Chitty are not House keeper or person of Credit nor are they the said Kistnama Chitty and Seteram Chitty or either of them as these Deponents verily believe Acquainted with the concerns of these Deponents or of any or either of them and these Deponents say that Mada Chinna Veerah Chitty and Mada Peddah Veerah Chitty in the said affidavit named are Aged widowers and in a State of Dotage and these Deponents Mada Balakistnama Chitty and Mada Jungamah Chitty say that neither of these Deponents or the said Mada Chinna Veerah Chitty and Mada Pedda Veerah Chitty ever had any family estate to devide and these Deponents say that these Deponents and the said Mada Chinna Veerah Chitty and Madda Peddah Veerah Chitty do not hold or enjoy any Estate or property between them either Ojointly or in Common and that this Deponent Mada Jungamah Chitty is the Son of Mada Venganah Chitty Deceased in the said affidavit Named and this Deponent Mada Balakistnama Chitty for himself say th that he the Deponent

Deponent is an House keeper at Madras aforesaid and is
worth the Sum of Forty Thousand Pagodas over and
above what will pay and satisfy all debts and de-
mands due from him to any person or persons
whatever and that neither the said Madda. Chima
Veerah Chitty or Madda Peddiah Veerah Chitty in
the said Affidavit Mentioned hath any right title
claim or demand Whatsoever in or to the Estate or pro-
perty of this Deponent Madda Ballakistnarra
Chitty all which the Deponent Madda Jungamah
Chitty verily believes to be true

John White Atty for the
Defendant Chinnoo Sashachella Chitty

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

Gentoo

Filed 16th July 1772.

In the Honble the Mayors Court at Madraspatnam

Between Collah Rayaveh Chitty of Madras Merchant Administrator of all and singular the Rights Chattles Credits and Effects of Collah Moodaremah Chitty late of Madras Merchant deceased Complainant

and

Sunoo Sachachella Chitty and Sunoo Chinna Kistnamah Chitty of the same place Merchants Defendants

Paupoo Chitty Ramasawmy Chitty and Vencatachella Chitty of Madras Merchants jointly and severally Make Oath and say they know and are intimately acquainted with Mada Balakistnama Chitty of Madras Merchant who as these Deponents have been informed and believe has offered himself as Bail for the Defendant Sunoo Sachachella Chitty at the Suit of the Complainant in the above Cause and these Deponents say that they have so known the said Mada Ballakistnama Chitty for Twenty years now last past and upwards and that they have always looked upon and considered the said Mada Ballakistnama Chitty as being a Man possessed of considerable Estate and fortune and that the said Mada Ballakistnama Chitty has been and now is considered as such by his Cast to which cast these Deponents belong and these Deponents say they Verily believe that the said Mada Ballakistnama Chitty is now possessed of a clear Estate and property of his own Acquiring to the Amount of between Sixty and Forty thousand Pagodas — and these Deponents say that neither the Brothers nor the Brothers Children of the said Mada Ballakistnama Chitty have any right title or interest in the said Estate and property of the said Mada Ballakistnama Chitty and these Deponents further say that the said Mada Chinna Veeah Chitty and Mada Vedda Veeah Chitty do not possess and have not been possessed of any undevided or family Estate whatever

John White attorney for the Defendant Sunoo Sachachella Chitty

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

Ranganaudom
Interpreter

Gentoo

In the Honble the Mayor's Court at Madraspatnam

Between Cella Ragaval Chitty of Madras Merchant administrator of all and Singular the Rights Chattles Credits and Effects of Cellak Moduramah Chitty late of the same place Merchant deceased Complainant

and

Sunoo Sashachella Chitty and Sunoo Chinnakistnamah Chitty of Madras Merchants Defendant

To Mr Henry Dudley Attorney for the above Named Complainant

Sir

Take notice that Madah Ballakistna Chitty and Chinnakistnama Naick of Madras Merchants and House keepers the Bail put in for the Defendant Sunoo Sashachella Chitty in this Cause will on Tuesday next, justify themselves in open Court as good and sufficient Bail for the above named Defendant Sunoo Sashachella Chitty

Dated this 6th day of July 1792

John White Attorney for the said Defendant Sunoo Sashachella Chitty

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 10th. day of July Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

Josias Dupre Porcher and John Mitford

Aldermen

Colla Ragavah Chitty administrator of Colla Mo-
dunnah Chitty Deceased.

versus

Suncoo Sheshasella Chitty and Suncoo Rinnah
Ristnamah Chitty.

Affidavit of Ristnamah Chitty and Siteram Chitty the
Insufficiency of Mada Ballakistnama Chitty one of the
Bail of the Defendant Suncoo Sheshasella Chitty to
before the Mayor and filed the 6th. Instant — Affidavits
of Paupah Chitty Rama Swamy Chitty Soncatachellum Chitty
Madah Ballah Ristnamah Chitty and Madah Sungamah
Chitty to shew the Sufficiency of Madah Ballahkistnamah
Chitty one of the Bail sworn to in Court Read and filed
this day — The Court having taken the same into Consider-
ation it is Ordered that the Bail do Justify — Mada
Ballahkistnamah Chitty and Chinna Ristnamah Chitty
Naick thereupon make Oath that they are Housekee-
pers within the Jurisdiction of this Court, and are
each of them worth double the Sum Sued for after
all their Debts are paid and are thereupon admitted
as Bail for the Defendant Suncoo Shashasella Chitty
Warrant of Arrest returned Endorsed — Not to be found
Warrant of Arrest against the Defendant Suncoo
Chinnahistnamah Chitty prayed for and Granted —

Extract from Minutes

Court of Appeals
at
Madraspatnam } To

Saturday the 31st. day of December
Anno Domini 1791.

Between William Burke
of Madras Esquire Appellant
and Josias Dupre Porcher of
Fort Saint George Esquire Res-
pondent.

This Cause Coming on this day to be heard
and debated before this Court by the Attornies on both
sides upon hearing the Petition of Appeal and an
swer and the several Exhibits of the Hon.ble the Ma-
yor's Court together with the Order of the said Court
given in this Cause on Tuesday the 21st. day of June
Anno Domini 1791. Upon due Consideration
had of the Matter therein Severally Contained and of
the Pleadings and Arguments used by the Attornies
on both sides This Court doth think fit to Order
and Decree and doth accordingly Order and Decree that
the said Order of the Hon.ble the Mayor's Court dated
the 21st. day of June Anno Domini 1791. be
reversed and that the Respondent do put in this Answer
to the Appellants Bill of Complaint in the Hon.ble the
Mayor's Court by the 31st. January Next and also
that the Respondent do pay all Costs in both Courts.

Chas. N. White
Cate

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th day of October Anno Domini 1792.

Present

Andrew Ross Esquire Mayor
James Call & James Daly
Aldermen

William Burke
Josias DeBoe Porcher

The Attornies for the Defendant pray that all proceedings on the Bill of Complaint filed in this Court the 2nd Instant by the Above Named Complainant against the above Named Defendant be stayed till the Several Bills of Costs incurred by the Defendt. in Consequence of the former Suit by discharged agreeable to a Notice Served by them on the Attorney for the Complainant to which the Attorney for the Complainant Objects and prays leave to refer to the Court whether he shall be obliged to Shew Cause against the Defendants notice of the 13th Instant of a Motion to be made by him on this day as the same was not given four days previous to the same being Notified to be made in Court Conformable to the Standing Order of the Court or Whether the Motion shall Stand over till Next Court day

The Said Attorney informs the Court that the Complainant has not Refused to pay such Bills of Costs as he may be answerable for and that the difference respecting the payment arised upon demands of Costs he does not Conceive himself bound to Answer — The Attornies for the Defendant object to any further time being allowed to the Complainant to Shew Cause against their Motion of this day, for that the Question before the Court is relative to Costs on a Dismissal of Court and founded on the Order of this Court when leave was given to file the present Bill of Complaint and therefore no other Notice than a tender of the Bills of Costs duly Taxed and a demand of Payment thereof was necessary and they further Say that Such tender and Demand was Accordingly Made on the 11th Instant being five days ago as the same Appears by a Letter from the Attorney of the Defendant to the Attorney of the Complainant — The Attorney for the Complainant in Reply thereto Answers that this Letter Proposed a mode of ascertaining the Amount of Costs to be Paid by his Client which was Not Attended to by the Attorney for the Defendant — Ordered that the Attorney for the Complainant be allowed till Next Court day to Shew Cause against the above Motion —

Mr. Alderman Call Dissents to the Resolution of the Court

Mr. Alderman Daly being indisposed withdraws and Mr. Alderman Cobburn takes his Seat upon the Bench —

At the discussion of a question about the Costs has been postponed till Next Court day the Attorney for the Defendant prays that the Cause be Considered as Demurrd for One Week and therefore that the Period for Setting Demurrer which is fixed for the 23d be extended to the 30th Instant The Attorney for the Complainant observes that there

there is not any Question postponed by the Court respecting Cost in this Cause but Whether the Proceedings shall be stayed till the Costs Demanded by the Defendant be discharged the decision of which Motion having been deferred till Next Court day the present prayer to Stay Proceedings for a futher Week goes to Anticipate that Judgement Which the Court have Reserved to themselves for a future day — The Court having taken the same into Consideration it is Ordered that the Motion to extend the time granted to Plead or Demur be Over-Ruled and that the former Resolution be Confirmed —

A true Extract —

G. Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of October Anno Domini 1792 —

Present
Andrew Ross Esquire Mayor
John Mitford and Neal Cockburn
Aldermen
William Burke
pro
Isaias Dudoe Porcher

The Attorney for the Complainant in Conformity to the Order of last Court day to shew Cause against the Defendants Motion for all Proceedings on the Complainants Bill filed in the 2nd Instant to be Stayed till the Several Bills of Costs by him said to be incurred in consequence of the former Suit be discharged now Shews for Cause against the said motion, that the same is in many Respects irregular Because the Costs demanded and said to be incurred during the former Suit have not been agreed upon between the Parties nor been ascertained by Court which the Complainants said Attorney conceives should have been previously Agreed upon or otherwise ascertained, before the Defendant could Regularly make any Demand even out of Court — and upon a stronger ground before the Defendants Could Regularly instruct his Attornies to move the Court to Compel the payment of such Costs and still less to move for the Staying proceedings untill this arbitrary demand should have been determined upon by the Court because the Court untill they be informed of the amount and different natures of the Bills of Costs in this and in the Court of appeals demanded by the Defendant and of the objections they are liable to will not be enabled to form a Judgment of the Amount of Costs the Complainant might so pay under the order of Court of the 2nd Instant the said Attorney thereupon Conceives that as the Defendants demand of Costs Remains thus unascertained and as his Client is and always has been Ready to pay such Costs upon his withdrawing his former Bill as are Warranted —

Warranted by the Records that it may not be necessary for him to Shew Cause against the Principles of the Defendants motion in point of Regularity and practice further than by generaly Observing that a Rule to Stay proceeding in a Second Action untill the Costs of the former Action be paid is not a Rule of Course and is not usually granted but in Cases of Vexation or Circumstances of the like demerit — which cannot be Alledged against the Complainants former Bill as the Demurrer thereto was dismissed by the Court of Appeals with Costs in that and in this Court as appears by the Records of the 17th of January last as the Matter brought forward by the opposite attorney by way of shewing Cause against the Mention of the attornies for the Defendant is so extremely long that it will require a time for consideration how to pray a time for that purpose and as the matter in question is of a very particular nature they further pray that the Matter in question is of a very particular Nature they further pray that the Matter may come on to be determined before a full Court to which the attorney for the Complainant objects as it is not usual to defer the Consideration of a Motion after Cause shewn against it the said attorney therefore prays that as the attornies for the Defendant were not prepared to support their Motion that the same may be dismissed.—

Deferred taking into Consideration the matter respecting the Costs till Tuesday next when it is ordered that a full Court be Summoned at 11 Clock in the forenoon and It is further ordered that the Extracts from the Minutes of Court, the Bill of Costs, and Copy of the Correspondence between the attorney for the Complainant and Defendant with the Letter from the Clerk of the Court of Appeals and Extract from the minutes of Court of the 17th of January last Referred to in the Objections of the Attorney for the Complainant be sent round for the perusal of the Several Members The Attorney for the Complainant prays that a further Rule may pass for the Defendant to Answer the time for Pleading or Demurring having expired to which the Opposite Attorneys objected, and pray a day only to Answer may pass — Ordered that a further Rule do pass to Answer —

Further Day is given the Defendant till the 30th Instant to Answer the Complainants Bill — Petition and Affidavit of the Defendant Sworn to before Mr Alderman Daly read and filed the day being forth that he has heard that the Complainant is about to depart the Jurisdiction of this Court & proceed to Europe, and therefore praying that all further Proceedings in this Cause be Stayed untill the Complainant gives Security for such Costs as may be ultimately adjudged against him The Attorney for the Complainant prays he may be furnished with a Copy of the Petition and Affidavit — Ordered Accordingly — The Attorneys for the Defendant prays that the Petition & affidavit may come on to be Determined on Tuesday Next — to which the Attorney for the Complainant objects as it may Require further time beyond Next Court Day to Answer it — Ordered that the Consideration of the Petition & Affidavit do Stand over till a further day —

A true Extract

J. Taylor
Regr

William Burke ats Josias DuPre Porcher

1791				
May	10	To attendance in Court when Messrs Popham Holland Hamilton appeared and Prayed 2 Weeks to Demurrer and Prayd for Exhibits		9
		To attendance on my Client to acquaint the Same		9
	24	To Attendance in Court when Demurrer filed		2 9
		To Do on my Clients Attorney		9
		To Do on Register Office to Apply Copy of Do		9
		To Do Do When Recieved		9
		Drawing Copy of Demurrer to my Client of 9		9
		attendance on my Clients Attorney to deliver the Same		4 18
June		Instruction from my Clients attorney to draw Joinder		9
	14	Drawing out Joinder fo 35		17 6
		attendance in Court when the Same		9
		Do Do when it was Recorded and Petition was heard and afterward Adjourned the Demurrer & Joinder to be granted on Tuesday Next		9
	21	attendance on my Clients attorney to Acquaint the Same		9
		Do in Court when Demurrer and Joinder were argued and Dismissed the Bill		9
		Writing Letter to my Clients attorney		9
		Attendance to deliver the Same		18
		Do Recieving Answer		9
		Do Register to apply the Order		9
		Drawing Copy to my Client		9
		Attendance to my Clients Attorney to deliver		1
		Drawing Bill of Cost and Taxing		9
		Cash paid for Demurrer		1 9
		Do for Order Court	5 9	24
			13 3	72 12
			Pagodas	97 12

Port Saint George
31st May 1792

D. Walker
Atty for Compt.

Taxed
G. Taylor
Reg.

Examined and Carefully Compared with the Original Bill of Cost delivered in the Hon.ble the Mayor's Court at Madrass patnam and attested to be a true Copy the Original delivered up by Order of Court of the 10th February 1792

G. Eliffe Skin
D. Reg.

Josias DuPre Porcher ats William Burke Dr

1791				
May	9	To my Fee		1
		To attendance Recieving Instructions from Client to apply for Copy of Bill		9
		To writing a Letter to the Register		18
		To attendance to obtain the same		9
		To Do Recieving Copy of Bill		9
		To drawing Copy of the same to my Client folio 160		80
		To attendance to deliver the same		9
	10	To ditto at Court when Summons returned appeared for Defendant and prayed one Week to file their Demurrer & Original Exhibits prayed and two Weeks to Plead on Demurrer granted		9
		To ditto on the Client		9
	17	To ditto at Court when one Exhibit delivered and Original distribution prayed for		9
		To ditto on the Client		9
		To ditto Instructions from Client to draw Demurrer		1
		To drawing Demurrer folio		9
		To attendance on the Client therewith		4 18
	24	To ditto at Court when Demurrer filed and praying the delivery of the Exhibits of the Exhibits which was objected to by the opposite attorney		9
		To ditto on Client		9
	31	To attendance praying that that part of the Bill which was delivered be expunged and Objected to by the opposite attorney and filed the affidavit of Thomas Innes		9
		To acquainting Client		9
		To writing a Letter to the Register for a Copy of the Affidavit		18
		To attendance delivering		9
		To ditto when got		9
		To a Copy to my Client folio 4		2
		To delivering same		9
		To Instruction from Client to file a Petition for rehearing the Order of the 31st Instant		9
		To drawing Petition folio 3		1 18
		To attendance on Client with it		9
		To Instructions to file		9
June	7th	To filing in Court and a rehearing granted		9
		To acquainting Client		9
		To attendance Recieving Instructions to prepare the Affidavit of Mr Benjamin Roebuck and Joseph Garrow		9
		To drawing same folio 6		3
		To two attendance of Messrs Roebuck and Garrow		18
		To two ditto on the Warrant to Sworn		18
		To acquainting Client		9
		To attendance in Court when Order filed the above Affidavits also filed and the Rehearing postponed to the 21st Instant		9
		To ditto on Client		9
				Carried Over

Brought over Pagodas

To ditto Receiving Instructions from Client to apply Copy of Scinder — 9"
To ditto to apply the same in the Registers Office — 9"
June 14 To attendance to get ditto — 9"
To drawing Copy of the same to my Client folio 35 — 17 18"
To attendance to deliver the same — 9"
21 To ditto at Court praying Sit down to be heard and Service thereof and Order passed for postponing the Consideration of the Motion for the delivery of the Papers till the Demurrer was disposed of — 18"
To ditto at Court when cause was heard and Bill dismissed with Costs — 9"
To writing a Letter to my Client — 18
To attendance to deliver the same — 9"
To ditto Receiving Instructions from Client to apply Copy of Order — 9"
To ditto to apply the same in the Registers Office — 9"
To ditto to get ditto — 9"
To drawing Copy of the same to my Client folio 1 — 2"
To attendance to deliver the Same — 9"

To Cash paid for Registering Exhibits — 9 12"
To Cash paid Register for Copy of Bill — 96 9"
To Do. for Scinder — 20 15"
To Do. for Order — 8 18" — 134 12"

1792 Janry 17 To ditto at Court when Letter came from Clerk of the Court of Appeals that the Defendant was ordered to answer and praying thereupon as the Demurrer and Motion for production of the Original Papers be now complied with which was obliged to by the Appointed Hour and Consideration put & pended next Court Day — 256 4" — 9"
26 To Ditto when Consideration deferred till the 31st — 9"
31 To Ditto when Court Ordered that the Papers prayed for remain during and ought to be produced and that all further Proceedings be Stopped till they are produced — 9"
To Letter to Client informing him thereof — 9"
To attendance to deliver the same — 18"
To attendance Receiving Instructions from Client to apply for Copy of Order — 9"
To ditto applying for same in Register office — 9"
To ditto to get ditto — 9"
To drawing Copy ditto — 9"
To attendance to deliver same — 18"
To drawing Bill of Costs and attendance to Tax — 9"

Madras Pagodas — 260 2
Octr. 1792

J. Popham
Insd Atty for Deft
Geo. Taylor Regr

Examined

Examined and Carefully Compared with the Original Bill of Costs delivered in the Hon.ble the Mayor's Court at Madraspatnam and attested to be a true Copy the Original delivered up by Order of Court of the 10th February 1795

G. E. Ffken
D. Regr

Josias DuPre Porcher vs William Burke Dr
In the Court of Appeals

1791
To Entry fee — 5"
To attendence at Court when Notice came from the Clerk of Appeal that the Petition has been Lodged — 18"
To Ditto on the Client — 18"
To Ditto Receiving Instruction from Client to apply Copy of Petition — 18"
To Ditto to apply the same in the Clerks Office — 18"
To Ditto to get Ditto — 18"
To Drawing Copy of the same to my Client folio 148 — 148"
To attendance to deliver the same — 18"
To Ditto Receiving Instruction from Client to draw Answer — 18"
To Drawing Answer folio 63 — 63"
Augt. 18 To attendance on the Client therewith — 18"

Carried over Pagodas

Brought over Pags

To Ditto to file the same in the Clerks Office		18
To Ditto on the Client		18
To Ditto when Notice came from the Clerk that the Appeal will be heard		18
To Ditto on the Client		18
To Ditto in the Court of Appeals when Cause was heard and Ordered to answer the Bill of Complaint		18
To Attendance on the Client		18
To Ditto receiving instruction from Client to apply for Decree		18
To Ditto to apply the same in the Client Office		18
To Drawing Copy of the same to my Client folio 1		1
To Attendance to deliver the same		18
To Drawing Bill of Costs and attendance to Taxa		2 18
		228 18
To Cash paid Clerk of the Appeals for Copy of the Petition	86 12	
To Ditto for Order	7 18	
		94 30
	Pagodas	322 6

Madras
19th Sept. 1792.

Popham for Respt.

Taxed C. N. Whatley

Examined and carefully Compared with the Original Bill of Costs delivered in the Hon.ble the Mayors Court at Madraspatnam and Attested to be a true Copy the Original delivered up by order of Court of the 10th July 1795

G. Ekin

William Burke vers. Josias DuPre Porcher Esq.

In the Court of Appeals

1791 July 2	To Retaining fee		5
	Attendance receiving Instructions from Clients attorney to appeal		18
	Drawing Petition and Appeal folio 148	148	
	Writing a Letter inclosing therein the Petition for my Clients Perusal		1
	Attendance delivering the same		18
	Ditto at Clerks Office for filing the same		18
	Ditto on Client acquainting the same		18
	Ditto at Clerks Office to enquire whether the Answer filed		18
	Ditto on Client receiving Instructions to apply for Copy of the Answer		18
	Ditto at Clerks Office applying for the same		18
	Ditto when Copy received and praying fee for the same		18
	Drawing a Copy of the Answer to my Client folio 60	60	
	Writing a Letter with Ditto to my Client		6
	attendance delivering the same and Answer		18
	Ditto receiving Notice from the Clerks Office of the Court of Appeals sitting on Saturday		18
	Ditto acquainting my Client thereof		18
	Ditto at Court of Appeals when Cause heard and Decree granted in favor of my Client		18
	Ditto acquainting my Client thereof		18
	Ditto on Client receiving Instructions to apply for the Decree of Court of Appeals		18
	Ditto at Clerks Office applying		18
	Ditto when Decree received and praying fee for the same		18
	Drawing a Copy of the Decree to my Client folio 3	3	
	attendance delivering the same to my Client		18
	Drawing Bill of Costs		2
	attendance getting the same Taxed		18
	Carried Over Pags	228	

Brought Over Pags		229
Cash paid for filing the Petition	15	
Ditto for the Copy of the Answer	36 27	
Ditto for the Decree of the Court of Appeals	6	58
	Pagodas	287

Fort St. George
9th. January 1792

E.E.
(Seal)

J.D.Porcher

C.N.White
Clk

P. Walker
Self for Appellt.

Examined and Carefully Compared with the Original Bill of Costs delivered in the Chamber the Mayors Court of Madras pursuant and Attested to be a true Copy the Original delivered up by Order of Court of the 10. February 1795.

G.E.Atkin
Dy Regr.

William Burke
Josias DuPre Porcher

Sir

Herewith I send Five Bills of Costs being the amount of Charges incurred by Mr. Porcher the Defendant in Consequence of the former Suit of Mr. Burke against him.

Sam
Sir
your Obdt. Servant
S. Popham
Atty for Defendt.

Madras
Octr. 11. 1792

Mr. Henry DuPuy, Atty for Compt.

William Burke
a
Josias DuPre Porcher

Sir

I have received five Bills of Costs in the above Cause, which you say is the Amount of Charges incurred by Mr. Porcher the Defendant in Consequence of the former Suit — I have not had time to examine them but am of opinion, that the Costs incurred in consequence of Mr. Porcher demurrer are to be borne by him according to the Order of the Court of Appeals acquiesced to by his not appealing from it — The only Costs I am of opinion Mr. Burke ought to Pay are those proceeding from the Bills and upon Record attached to it at the time it was withdrawn — If you will draw out such a Bill and inform me when you wait upon the Register to have it taxed I shall attend accordingly —

I am
Sir
Your Obt. Servant
H. DuPuy
11th. Octr. 1792

To Stephen Popham Esq.

William Burke
agst
Josias DuPre Porcher

Sir

In Conformity to your suggestion I shall attend the Regr. to morrow morning at 10 o'Clock with the Bill of Costs in the above Cause — Hope You will find it Convinient to attend at the same hour — I must be pleased to propose one more agreable to Your other Arrangements —

I am
Sir
your very Obt. Servt.
S. Popham
Atty for Defendt.

Madras
Octr. 11. 1792

To Mr. Hy. DuPuy
Atty for Compt.

William Burke
vers
Josias DuPre Porcher

Sir

I attended on the Register at 10 o'Clock yesterday being the hour mentioned in my Letter to you of the 11th with the several Bills of Costs incurred in the above Cause in Order to discuss the Defendants Claim to payment thereof before any further proceedings should be had on the Bill filed in Court on the 2d Instant by the above named Complainant against the above named Defendant—

I Continued in the Office till One o'Clock in expectation of seeing You but as You did not attend I have left the Bills of Costs with the Register with the Copy of the Correspondence between us on the subject of those Costs and a Letter to the Register of which I now send You the Copy with this Notice that I shall on the 16th instant pray that all proceedings on the Bill filed in Court on the 2d Instant by the above named Complainant against the above named Defendant be stayed till the several Bills of Costs above mentioned are discharged.

Madras
Octr. 13th 1792

I am
Sir
Your very obed. Servt.
S. Popham
atty for Defendt

To Mr. Henry DuPay
atty for Compt

William Burke
vers
Josias DuPre Porcher

To George Taylor Esquire
Register of the Honble the Mayor's Court

Sir

Herewith you will please to receive Four Bills of Costs in the above Cause duly taxed and amounting to the Sum of Pagodas 976. 31. and keep them for the inspection of Mr. Henry DuPay attorney for the Complainant, should he call to your Office for that purpose—

I also leave herewith Copy of the Correspondence between Mr. DuPay & Me on the Subject of the said Bills and give you Notice that I shall on Tuesday next the 16th instant pray that all Proceedings in the Bill filed in Court on the 2d. instant by the above named Complainant against the above named Defendant be Stayed till these several Bills of Costs are discharged.—

Madras
Octr. 12th 1792.

I am Sir
your obed. Servt.
Popham
atty for Defendt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th Day of October Anno Domini 1792

Present
Andrew Ross Esquire Mayor
Josias DuPre Porcher and Henry
Chichley Michell— Aldermen

William Burke
vers
Josias DuPre Porcher

Letter received from the Clerk to the Court of Appeals— and Decree of the said Court Read— Extracts from the Minutes of Court of the 17th January 16th and 23d Instant Read.—

Four Bills of Costs with Copy of the Correspondence between the—

the Attornies for the Complainant and Defendant and
Letter from the Attorney for the Defendant to the Register
read—

The Court take Notice that only four Bills of Costs to have
been produced instad of Five as mentioned in one of
the Letters from the Defendants Attorney to the Attorney
for the Complainant which the Attorney for the Defen-
dant acquaints the Court is mistake and that the Costs
demanded by the Defendant are for the Amount
of the four Bills now before the Court—

The Court having taken the same into Consi-
deration it is Ordered that the Complainant do pay
the whole of the Costs included in the Four Bills of
Costs now before the Court One being for Pagodas 260
13— paid by the Defendant to his Attorney for Fees
in this Court— a Second paid by the Defendant to
his Attornies in the Court of Appeals Amounting to
Pagodas 322 6— " both being in consequence of
the Demurrer— a Third Amounting to Pagodas
107 12— paid by the Defendant to the Complai-
nant in Consequence of the Demurrer to be Refun-
ded and the Fourt Amounting to Pagodas 287 7
paid by the said Defendant to the Complainant also
in consequence of the Demurrer for Charges in the Court
of Appeals to be also Refunded—

The Mayor dissents to the Resolution of the Court
being of opinion that according to Law and the Practice
of this and other Courts that the Party Demurring should
be Charged with all Costs attending it—

Mayor Aldermen Michell and Cockburn Dissent to the
Resolution of Court, being of Opinion, the Costs incurred
in consequence of the Demurrer, ought to be paid by
the Party who Demurr—

The Attornies for the Defendant pray that until the above
Order be Complied with that all Proceedings in this Cause be
Stayed, to which the opposite Attorney objects because
the Defendant was not entitled to demand payment of the
Costs until this day and that is not usual to stay Proceedings
until Costs are paid except in Cases of Cessation and other
Demurit— The Court having taken the same into Considera-
tion do Order that all Proceedings be Staid until the Bills
of Costs are discharged—