Block 7
Rack No.
Shelf No.
Serial No. 65
General No.

Maps
Case
Vol-65
G1120 .C6

Filed 15th May 1793

To the Worshipful the Mayors
Court at Madrasapatnam

Humbly Complaining Sheweth unto this
Worshipful Court Your Orator Cotampauloon Ninnapah Model-
liar of Madrass Inhabitant that Narrainna and Mau-
rayapen and Coopah Annah Sea of the same place Inha-
bitants and Copartners stand indebted unto your Orator in
the full and Just Sum of Six hundred and twenty five Star
Pagodas five fanams and thirty three Cash Current Money
of Madras making in Sterling Money of Great Bri-
tain at the rate of eight Shillings for every Pagoda the
Sum of two hundred and fifty Pounds One Shilling
or thereabouts as will more fully and at large appear
by Copies of Translation of the Bond and of an Account Cur-
rent hereunto annexed for the inspection of this Worshipful
Court and prayed by your Orator to be taken as part of this
your Orators Bill of Complaint the Originals whereof
are in Your Orators Possession and ready to be produced to
this Worshipful Court when required and Your Orator fur-
ther Sheweth unto this Worshipful Court that he hath frequent-
ly and in a friendly Manner, requested the payment of
the said Sum of Six hundred and twenty five Star Pagodas
five fanams and thirty three Cash—

But now so it is may it please this
Worshipful Court the said Narrainna and Maurayapen and
Coopah Annah obstinately and wilfully refuse to pay the
same or to give Your Orator any Manner of Satisfac-
tion touching the premises Your Orator prays agane
and Relief and

agreable to Equity and good conscience To the end therefore that the said Narraina and Maurayapan and Copanathan may upon their Corporal Oaths full true direct and perfect Answers 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 they particularly interrogated thereto And that they may be decreed to pay unto your Orator the aforesaid Sum of six hundred and twenty five Star Pagodas five fanams and thirty three Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Narraina and Maurayapan and Copanathan to be personally and regularly by the Sheriff of Fort Saint George Town of Madrapatam and the districts thereof 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 thereon as to this Honble Court shall seem Meet

Madras 9th May 1793

This Bill was then taken into the Hon. Court and ordered to be filed

Upon Motion of Mr Williams for Mr Upham & Mr Sheppard Attornies for Complainant

Mr Williams

Upon Motion of Mr Williams for Mr Upham & Mr Sheppard Attornies for Complainant

Narrain and Maurey apah and Coopah Anan in Account Current with ... &c
... Cootompaukom Nineapah Moodelliar ...

1792				1792						
July 29	To the Amount of 2 per Joint Bond of this date	3	327		June 5	By Cash Received in part			9	31 40
	To Interest 2nd from 29th October 1783 to this day being 9 yrs 3 mos 19 days at 12 p Cent p Annum	372	5 6		1787 Oct 14	By Do	Do	Do	10	
					Dec 16	By Do	Do	Do	3	
					1788 March 18	By Do	Do	Do	3	
					1789 March 13	By Do	Do	Do	20	
									45	31 40
				1792 July 29	By Interest on the above Sums from their respective dates to this day at 12 p Cent p Annum					
					Collg	9	31	40	6 10 5	35
					Do	6			5 6 9	6 26 36
					Do	3			5 4 4	1 38 64
					Do	2			5 1 2	1 34 75
					Do	20			4 1 7	9 35 43
										22 10 13
										73 41 52
					By balance due					625 5 33
	Pagodas		699	5 6					Pagodas	699 5 6

Madras 29th April 1793

Errors Excepted

A. Williams
for Captain Edgell

Filed the 16th June 1783

In the Honble the Mayors Court at Madraspatnam

Between Cotumbadum Nimpah Malabar Complainant and Namdine Mupen and Cupahamen Defendants

The Affidavit of the above named Complainant

This Deponent Maketh Oath and saith that the above named Defendants stands Justly and truly indebted unto this Deponent in the Sum of Pagodas Just Sum of Six hundred and Seventy five Star Pagodas five fanams and two Cash and this Deponent further saith that the nature of his Demand is set forth in the Copy of the Translation of a Bond and of an Account Current annexed to this Deponents Bill of Complaint filed in this Honble Court on the Seventh day of April last and this Deponent further saith that the above named Defendants have been within the Jurisdiction of this Honble Court since the cause of action arose.—

Bopham } attys for
Williams } Compt.

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

Ranganaudom
Interpreter

Malabar

7

Mayors Court at Madraspatnam

Tuesday the 21st day of Jany Anno Domini 1794

Present

Henry Chichley Michell Esqr Mayor
James Call Andrew Ross and
Alexander Cockburn Aldermen

Between Cotumpauhom Nimpah Moodelliar of Madras Inhabitant Complainant and Narraina and Mauraypah and Coopah Amm also of the same place Inhabitants and Copartners Defendants

It Appearing by the Records of this Court that the Space of Six Months the time limited in his Majesty's Proposd since the return of the Warrant of Sequestration issued against the Defendants Effects, and as the Defendants 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 Defendants shall pay unto the Complainant the full and just sume of Six hundred and Twenty five Star Pagodas Fifty Fanams and thirty three Cash Star Pags 625-5-33 together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

H Chr

9

Tues 21st Jany 1794

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 17th Day of December Anno Domini 1793

Present

John Meitford Esquire Mayor
William Webb and James Daly
Aldermen

Kistna Row
vers
Daniel Murray

Mr Cook Attorney for the Defendant prays leave to decline Acting his Client not having furnished him with Money Ordered Accordingly unless Cause be shewn to the Contrary by next Court Day and this further Ordered that the Money be Serve his Client with a Copy of this Minute for which Service Affidavit is to be made

A true Copy

G Taylor Regr

In the Hon^ble the Mayors
Court at Madraspatnam

In the Cause Kistna Row Complainant
Daniel Murray Defendant.

The Affedavit of Wm Herbert one of the
Serjeants of this Hon^ble Court.

The abovenamed Deponent maketh oath and
saith that he did on the Eighteenth day of December last
personally serve the above Named Defendant with the within
Extract having delivered him a Copy thereof.

Wm Herbert

Sworn to in Court
this 21st January 1794
E Taylor
Regr

Extract from the Minutes of a Court Held at the Town
Hall on Tuesday the 21st Day of January Anno Domini
1794.

Present

Henry Chuchley Michell Esq^r Mayor
James Call Andrew Ross and
Alexander Cockburn Aldermen

Kistna Row
vers
Daniel Murray

Affidavit of William Herbert of service of notice upon
the Defendant of his Attorneys having prayed leave to
Decline acting Service to be in Court read and filed Ordered
that M^r George Pelhington Cock be permitted to decline
acting The Attorney for the Complainant prays that the
Defendant may Appoint another Attorney to act for him by
next Court Ordered Accordingly and that the Defendant be
served with Extract of the Minute of which Service affidavit
must be made.

Jan^y 10th December
1793

To the Hon^ble the Mayors Court at Madraspatnam

Between Lieut. Benj^a Ford and
Margaret his Wife, Walter
Balfour Esq^r & Cecelia his Wife
Margarita Maria Kennedy
Widow of Lieut. John Kennedy
Deceased by his Attly Peter Mafey
Copin Complainants & Johnson
Kennedy & John Hammond
Executors of the Last Will and
Testament of the said John
Kennedy Deceased Defendants

The Humble Petition of the said Compl^ts } Sheweth

That your Petitioners together with the said Compl^t
Margarita Maria Kennedy did on about the Ninth day of
May now last past exhibit their Bill of Complaint in this
Hon^ble Court against the said Defendants as Executors afore-
said thereby charging amongst other things that the said
Testator did by his Last Will & Testament bearing date the
twenty third day of April One Thousand Seven Hundred Eighty
five give and bequeath unto the said Complainant Margarita
Maria Kennedy after payment being first Made of the debts
by the said Testator then owing & certain specific Legacies in the
said Will Mentioned one third part of the said Testators Estate
& Effects and that as to all the Rest & residue thereof the said
Testator left & bequeathed the same to his three Daughters to
wit Antonia who has since intermarried with the Defendant
John Hammond and the said Margarita who hath since

had as Executors aforesaid possessed themselves of the said Testators Estates & Effects and paid off the debts which were by him owing, together with the said Specific Legacies, and that your Petrs the said Benjamin Friend & Walter Balfour had in right of their said Wives become Respectively intitled under the said Will to all the Residue of the said Testators Estate & Effects in the manner & proportions aforesaid and your Petrs did further charge that the said Defendants had wasted the Estate of their said Testator, and by their said Bill of Complaint prayed, that the said Defendants might account with Your Petrs and be decreed to pay unto them what upon such account should appear to be justly owing to Your Petrs respectively from the said Defendants as Executors aforesaid

Your Petrs have unto this Honble Court that the said Defendants did on or about the thirteenth day of July now last past file their answer to the said Bill of Complaint, & after the month day of May in this present year of Our Lord One Thousand Seven hundred and Ninety three and therein & thereby admitted that they proved the said Will, and obtained Probate thereof and that Your Petr the said Benjamin Friend did intermarry with the said Cecilia & that they are severally thereby beneficially entitled in manner therein set forth and in the said Bill of Complaint set forth and Your Petrs shew that the said Defendants did by their said Answer, also admit to have in their hands of the Estate & Effects of their said Testator the property of and belonging to Your Petitioner the said Benjamin Friend in right of his said wife the sum of three thousand three hundred & forty three pounds thirty eight shillings

Filed 17th Dec 1793.

The Answer of Johnson Kennedy and John Hammond Executors of the Last Will and Testament of John Kennedy Deceased to the Petition of Benjamin Friend and Margaret his Wife and Walter Balfour and Cecilia his Wife in the Cause Benjamin Friend and Margaret his Wife Walter Balfour and Cecilia his Wife and Margaret Maria Kennedy Widow of the said John Kennedy by her

said Defendants in like Manner admit to have in their hands the property of and belonging to Your Petrs the said Walter Balfour in right of his said wife the Sum of three Thousand one hundred & two Pounds forty three shillings & twenty eight Cents

May it therefore please this Honble Court to Order that the said Defendants do forthwith pay into Court the said Monies so by them admitted to be in their Hands the property of and belonging to your Petrs and Your Petrs will ever pray

John White attorney for the Complainants the said Petrs

These Respondents say, that the said Petitioners and the above named other Complainant, did on or about the ninth day of May last past exhibit a Bill in this Honble Court against them, as Executors as aforesaid, setting forth the Last Will and Testament of the said Testator to the Tenor and Purport as is in their said Petition in part Recited —

These Respondents do also say, that they did possess themselves of the Estate of the said Testator and that they have applied the same towards the payment of such Debts of the Testator as had come to their knowledge and that they had also paid off the Specific Legacies — and further that they have paid unto the Complainant Margarita Maria Kennedy the one third part of the Estate of the said Testatore to her bequeathed —

These Respondents further say, that they did not at any time delay that the Petitioners were entitled unto the Residue in manner and proportion as by the said Last Will and Testament directed —

And these Respondents say, it appears by their Answer, that they did not delay to give and render, not only a true and perfect Inventory and Account to this Honble Court, in their Capacity of Kings Ordinary, but also hereby further appear, that they did furnish the Complainants Agent with Copies of such Accounts immediately upon being thereto required, and did tender to pay unto the said Agent the respective Balances unto the Petitioners thereby appearing to be due on his indemnifying them for the same —

These Respondents also say, that the Complainants Agent,

Agent, at the perusal of such Accounts, did not by his Bill point out any errors or Omissions therein, But did generally call upon these Respondents to Account, as if they had never so done — and did pray that these Respondents might be decreed to pay unto the Petitioners, what upon such Account might appear to be justly due and owing —

To which Bill these Respondents did, on or about the thirtieth of July last file the Answer, referred to in the Petitioners Petition, and did annex thereto the Accounts before referred to — and these Respondents say, that although the Petitioners by their Agent did except thereto — nevertheless the Answer required to such Exceptions did not go to the Allowance of the said Accounts, but only to an explanation thereof —

These Respondents did also annex unto their said Answer a full and Compleat Account of the Complainant Margarita Maria Kennedy's One third of the Estate and separate Accounts of the said Petitioners with them as Executors as aforesaid and did pray, that they might be decreed to receive the same and no more, and that upon payment of the several Sums in the said Account Credited, to give unto these Respondents full and sufficient Indemnifications Releases and acquittals for the same — and that they might be dismissed with their Reasonable Costs and Charges —

These Respondents in further Answer unto the said Petition upon these premises say that they are advised, that the Petitioners ought to have set down the said Cause to be heard on Bill and Answer, or otherwise to have

expended therefrom, and to Petition this Honble Court upon Grounds not warranted by their said Bill To Wit — That the Monies remaining in these Respondents hands might be paid into Court —

Because, the same is not only irregular, but the said prayer tends to throw odium upon these Respondents, as Defendants in this Honble Court, by the attempt to prevail on them to order these Respondents, unconditionally to pay the money in their hands as a deposit in Court which the suit is depending, without any allowance for Costs expended, or provision for future Costs, and without any Cause or Reason against these Respondents as Executors, why the Conditions on which they have tendered the same in full should not be granted and allowed of — For these Respondents do deem that a Charge of waste is regarded merely as a formal part of the Bill and not as an inconsistent with the Bill, and the Petitioners by not replying to the Bill, and shewing some Cause to remove the said Charge, upon admissible Circumstances sufficiently supported by Evidence, have virtually admitted that they had not any ground to warrant the same —

And these Respondents do therefore say, that the prayer of the said Petition not only goes to an unusual and unwarrantable extinguishation of the Effect of a Decree, by means not warranted by their Bill, but goes also to the obtaining of a final Decree against these Respondents as Executors, in as much as the said prayer extends to the whole sum absolutely reckoned to be due to the Petitioners, without their denying that it is so - and also without the Court being informed of any Matter to induce them to determine that it is not so — and without shewing why that which has been tendered in full, should —

should be ordered by the Court to be received in part only —

And these Respondents say, that if their Accounts be just as they are declared to be, it will be hard and injurious to oblige them to the payment of this Money, and thereafter be exposed to continue Defendants to a suit, against any ill founded pretensions of the Petitioners at their own Expence, and these Respondents say, that the said Accounts cannot be presumed unjust, untill the Contrary is shewn — which question these Respondents say may be presumed to be determined by the Petitioners own Means as these Respondents have before shewn — as the Accounts on these Respondents parts are fully open to their investigation, not only from the time that the Petitioner Benjamin Friend intermarried with the said Margaret Le Mesurier about September One Thousand Seven hundred and Eighty nine, and that the said Walter Balfour intermarried with the said Charlotte Le Mesurier about the month of March One thousand seven hundred and Ninety two But before and after those periods —

These Respondents therefore pray that this Honble Court will order and direct, that the Petitioners Petition be dismissed with Costs, and that the said suit be heard on Bill and Answer, or that they be directed to Reply, or otherwise to bring to an Examination and hearing the merits of the Petitioners Bill and of these Respondents Answer according to the due Course and practice of this and other Courts —

Wm Pitblado

Solr for Respts

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th day of January Anno Domini 1794.

Present

Henry Chichley Michell Esqr Mayor
Josias Du Pre Porcher Andrew Ross and
William Abbott Esqrs Aldermen

Benjamin Frend and Margaret his Wife
William Balfour and Cecilia his Wife and
Margaret Maria Kennedy by his attorney
Peter Maffey Esqr

and

Johnson Kennedy and John Hammond
Executors of John Kennedy Deceased

Petition of the Complainants Read.
Answer thereto Read.

The Petition and Answer coming onto be argued and Determined this Day in the Presence of the Attorneys on both sides and due Consideration had thereon This Court doth think fit to Order and doth accordingly Order that the prayer of the Petitioners Petition be granted and that the Amount acknowledged in the Defendants Answer be paid into Court within fourteen days deducting therefrom the Amount of Costs incurred on the Petition and Answer and that the Remainder be Deposited in the Treasury of the United Company of Merchants of England trading to the East Indies in the Name of the Accountant General of this Court.

Filed the 28th January 1794

To the Honble the Mayors Court at Madraspatnam

In the Cause of Edward Cotsford by his attorney Edward John Holland Quintin Crawford by his attorney George Mowbray John Forving Henry Crawford and others Complainants and Edward Jourdan Executor of Francis Jourdan Deceased Defendants

The Humble Petition of the above Named Henry Crawford by his attorney Josias Du Pre Porcher

Sheweth

That on the hearing of this Cause on the fifth day of April last on the Report in consequence of the Order of Reference of this Court in conformity to the Order of His Majesty in Council this Court thought proper to throw out the Claim of your Petitioner upon the Ground, as your Petitioners said attorney hath been informed that the Original Bond was not forthcoming at the hearing of the Cause.

That your Petitioners said attorney hath understood from George Westcott Esqre lately arrived from England that the said Original Bond is still in India as appears by the Affidavit of the said George Westcott accompanying this Petition.

That your Petitioner hath in consequence thereof written to Vizagapatnam where he hath understood the Original Bond is, and requested to have it sent down to Madras without delay.

Your Petitioner therefore Prays that this Honble Court will postpone

attorney further prays that on producing the same and proving the Execution thereof he may be permitted to come in & reporting with the other Judgment Creditors of the said Francis Jourdan under the said Order of His Majesty in Council—

Popham
Attorney for Petitioner

Filed the 26th January 1794—

In the Honble the Mayors Court at Madraspatnam

Between Edward Clifford by his attorney Edward John Holland Lawton Crawford by his attorney George Moubray John Turing Henry Crawford Josias Dupre Porcher Peter Boskin by his attornies &c James Anver & Lawrence Bourdon Appavelly Sattur Odan da Ramra Chitty Bothireddi & Heir of Thyaga Chitty by his attorne Sootal Chitty Ranga Rayah Pillah by his atty Mootal Chitty Felix Pedro Arnaldine Surviving Partner of Eugene Christophe Gonzalez and Felix Peter Arnaldine by his atty Rellist Rantanaum by his atty Jean Daniel and Lord and Company and Isabellas Kilne by her attornies William Petrie and Charles Binny & Edward Jourdan—

Jourdan Executor of Francis Jourdan Deceasd. —

George Westcott of Fort Saint George Esquire lately arrived from England maketh Oath and Saith that he left England in July last and that previous to his departure Henry Crawford Esquire one of the Complainants above named informed this Deponent that he had not with him in England but had left in India the Original Joint Bond of the above named Francis Jourdan deceasd and of this Deponent unto the said Henry Crawford being the Bond for the recovery of the money due whereon the said Henry Crawford as one of the above named Complainants hath instituted the said Suit and being in the Principal Sum of Fifteen thousand Current Pagodas conditioned for the payment by the said Francis Jourdan and this Deponent unto the said Henry Crawford of the sum of Six thousand four hundred Current Pagodas and Interest thereon at the rate of 8 p Cent p annum and this Deponent further saith that the said Henry Crawford informed this Deponent that he had not received from the said Francis Jourdan nor his Estate any part of the Principal or Interest due thereon— and lastly this Deponent verily believes that the said Henry Crawford hath not received by himself or any Person whomsoever from the said Francis Jourdan or from his Estate any part of the Principal or the Interest due on the said Bond—

George Westcott

Sworn in Madras
this 27th day of Jany
1794 Before me

Popham
Atty for Petr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28. day of January Anno Domini 1794.

Present

Henry Chichley Mitchell Esqr. Mayor

Josias DuPre Porcher Andrew Ross and William Abbott Aldermen

Edward Croxford and others

Edward Saunders Executor of Francis Fowden Deceased

Petition of Henry Crawford by his Attorney Josias Dupre Porcher and Affidavit of George Westcott Sworn to before the Mayor the 27th Instant read and filed this day, pray the Court to postpone any further Order in this Cause for the term of fourteen days and that on producing the Original Bond and proving the execution thereof he may be permitted to come in and sue for with the other Judgment Creditors of the said Francis Fowden Deceased under the Order of His Majesty in Council—Ordered that all further Proceedings in this Cause be postponed for the Term of fourteen days—

Filed the 28th January 1794

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Sharpe of Fort Saint George Merchant, that Amoordoo Pillah also of Madras Inhabitant stands justly and truly indebted unto Your Orator in the full and just sum of One hundred and ninety star Pagodas Current for Madras Making in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the sum of seventy Six pounds or thereabouts being the price of two Bipes of Wine

Wine sold and delivered to the said Amoordoo Pillah & Your Orator further Sheweth unto this Honble Court that he hath frequently and in an amicable Manner requested payment from the said Amoordoo Pillah of the said sum of One hundred and Ninety Pagodas—

But now so it is may it please this Honble Court the said Amoordoo Pillah 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 such as to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that the said Amoordoo Pillah may upon his Corporal Oath fully 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, and particularly Interrogated, and that he may be Decreed to pay unto Your Orator the foresaid sum of One hundred and ninety Pagodas together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit—

May it Please this Honble Court to Cause the said Amoordoo Pillah to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court 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 the 27th day of November 1793.

J. P. Cook Atty for Compl.t

J. Billamore sworn to the

Mayors Court at
Madraspatnam

Tuesday the 28th day of January
Anno Domini 1794

Present
Henry Chichley Michell Esqr. Mayor
Josias Dupre Porcher Andrew Ross and
William Abbott Aldermen

Between John Sharp
of Fort Saint George Merchant
Complainant and Amoordee
Pillah also of Madras Inhabi-
tant Defendant

It Appearing by the Records of
this Court that the usual Rules have issued for the Defen-
dant to Answer the Complainants Bill which he has ne-
glected doing This Court do 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 Pagodas
/ Pagodas 190 — together with all such Interest
as now is or shall hereafter become due thereon until full
Payment and also all Costs of this Suit.

Mayor

Saving made Oath to the justness of the
same and that he believes the Defendant
will dispute the Jurisdiction of the Court
upon hearing that a Bill is filed against
him therein, let a Summons issue returnable
immediately and answered against thereon

Jno. Milford
Mayor

Filed the 5th
November 1793

In the Honble the Mayor's
Court at Madraspatnam

Between John Sharp of Fort Saint
George Merchant Complainant and
Amoordee Pillah Madras Inhabitant
Defendant

This Deponent maketh Oath and saith
that the above named Defendant stands justly and truly indebt
ed unto him this Deponent as Complainant aforesaid in the
full and just sum of One hundred and Ninety Star Pagodas
and this Deponent doth verily believes the said Defen-
dant will dispute the Jurisdiction of this Honble Court
upon hearing that a Bill is filed against him therein

John Sharpe

Sworn to this 7th day of November 1793.
Before me
Jno. Milford
Mayor

Fild 28th January 1794

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 21st day of January Anno Domini 1794 Present

Henry Chichley Michell Esqr Mayor
James Call — Andrew Ross and
Alexander Cockburn — Aldermen

Kistna Row
vers
Daniel Murray

Affidavit of William Herbert of Service of Notice upon the Defendant of this Attorney having pray'd to have to Decline Acting Sworn to in Court, read and filed — Ordered that Mr Cook be permitted to Decline Acting — The Attorney for the Complainant prays that the Defendant may Appoint another Attorney to act for him by Next Court day — Ordered Accordingly —

A True Extract
G. E. Aitken
Dy Regr

In the Honble the Mayor's Court at Madraspatnam

Between Kistna Row of Madras Inhabitant Complainant and Daniel Murray of the same place Inhabitant Defendant

The Affidavit of William Herbert one of the Serjeants of this Honble Court —

This Deponent Maketh Oath and Saith that he did on the Twenty Fifth day of this Present Month of January Serve the above Named Defendant with a Copy of the within Extract by Leaving the same at his House —

William Herbert

Fort St George
this 28th January 1794

Sworn to in Court
this 28th January 1794

G. E. Aitken
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th day of January Anno Domini 1794 —

Present

Henry Chichley Michell Esqr Mayor
Josias Dupre Porcher — Andrew Ross and
William Abbott — Aldermen

Kistna Row
vers
Daniel Murray

Affidavit of William Herbert of Notice upon the Defendant to Appoint another Attorney to act for him in the room of Mr George Pellington Cook Sworn to in Court Read and filed this day — The Attorney for the Complainant prays that this Cause may be set down for

Hearing — Ordered accordingly —

Filed the 1st
Feby 1763

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth
to this Honble Court Your Orators Thomas Pelling and John
Deane of Madras Merchants Surviving Trustees for the
Children of Henry Montrose late Captain in the Ser-
vice of the Honble the United English East India Company
that Stephen Towne late Captain in the said Service stands
Indebted unto Your Orators as Trustees as aforesaid in the
full and just Sum of Four Thousand Six Hundred and
seventeen Pagodas thirty two Fanams and Thirty three
Cash Current Money of Great Britain at the Rate of Eight
Shillings for every Pagoda the Sum of One Thousand
Eight hundred and Sixty seven Pounds one Shillings and Nine
Pence as by Bond or Obligation and Account Current hereunto Annexed for the
Inspection of this Honble Court which Your Orators
pray may be admitted as part of this their Bill of Complaint
arising upon a Bond or Obligation given and Granted unto
your Orators by the said Stephen Towne Jointly with
John Dutton since deceased in the Name of Francis
Jourdan &c. Trustees for the said Children of the said Henry
Montrose on the Eighteenth day of June in the Year of our
Lord One Thousand Seven hundred and seventy six for the
Sum of three Thousand Pagodas Payable in Twelve Months
from the date thereof with Interest at the Rate of Four
per

per Cent per Annum and for Securing the said payment of the
said principal and Interest they the said Stephen Towne and
John Dutton, Mortgage and assign over unto Your Orators
and the said Francis Jourdan Trustees as aforesaid a Mortgage
and Bill of Sale of Certain Houses Situated at Fort St. George
the property of the said Stephen Towne and John Dutton by
another Deed executed under the aforesaid date of Eighteenth
day of June One Thousand Seven hundred and seventy
six by the said Stephen Towne and John Dutton the
Originals whereof being in Your Orators Possession
and ready to be produced when called for — And Whereas
your Orators have frequently and in an amicable Manner
requested payment of the said Sum of Four Thousand Six
hundred and Seventeen Pagodas thirty two Fanams and
and thirty three Cash from the said Stephen Towne —

But now so it is may it please
this Honble Court the said Stephen Towne obstinately
and wilfully refuses to pay the same or to give Your
Orators any Manner of Satisfaction touching the pre-
mises Your Orators therefore pray a General Citation
to this Honble Court shall appear agreeable to Equity
and good Conscience To the End therefore that the said
Stephen Towne 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 alledg-
ed as fully truly and effectually to all Intents and
purposes as if the same were here again Repeated and par-
ticularly Interrogated and that he may be decreed to pay

Six Hundred and Seventeen Pounds Thirty Four Farthings
and Thirty three Cents together with all such Interest as
now is or shall hereafter become due thereon also all Costs
of this Suit

May it Please the Honble Court
to Cause the said Stephen Fowler to be Summoned or
Compelled by the Sheriff of Fort Saint George Town of
Redemption 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
5th February 1822

Thos Dickens

This Bill was Sworn to
Before the Judge of Appeals
& Admiralty for the District
Fort St George

H C Mitchell
Mayor

atty Compt

the

31st

Except

Dr. ..... Captain Stephen Towns in Account Current with

1776					
June	18	To Principal of your Joint Bond with Mr. John Dutton			
		bearing Interest @ 10 p Cent p Annum for		3000	--
1793					
Dec.	31	To Interest on the above Sum for 17 - 6 - 13		5260	30
			Pagodas	8260	30
			Madras Errors		

the Trustees of the late Capt. Montresors Children. Cr

1778.		By the following Sums Received on Acct of Interest			
May	1	By Francis Sourdan Rec'd by him		300	--
1780					
July	18	By Messrs de Castro, Telling & de Sores received by them			
		Mk Rup 273 p @ 8 p Cent		295	13 19
1781.					
April	10	By do ..... do ..... Mk Rup 1000 @ 8 p Cent		1090	--
1788.					
March	29	By a Bill of Exchange drawn by Capt. Towns on Macclypatam			
		in favor of Messrs Telling & de Sores for Mk Rup 654 - 25 - 16		600	--
1789					
Feby	20	By amount of 9 Company Bonds received from Captain			
		Towns making altogether the Principal Sum of			
		1369 - 24 - 78.			
		Deduct Discount 15 p Ct ..... 206 - 16 --			
		1162 - 8 - 78 -			
		By Cash Rec'd from Mr. Depuymaster of			
		Capte Towns ..... 293 - 11 - 30 -		1457	20 28
				3642	33 47
1793					
Dec.	31	By Balance		4973	33
			Pagodas	8260	30

31st December 1793.

Excepted.

Jas Telling & Dr Sores

true Copy

Wm Dn Perry

Actg Compt.

Mayors Court at Tuesday the 6 day of Febry

Madraspatnam Anno Domini 1794

Present

Henry Chichell Mitchell Esqr Mayor

Andrew Ross James Daly Aldermen

Between Thomas Pelling and John DeFries of Madras Merchants Surviving Executors for the Children of Henry Montrevor late Captain in the Service of the Honble United English East India Company Complainants and Stephen Towns late Captain in the said Service Defendant.

The Defendant by his Attorney Mr Stephen Popham being in Court and acknowledgeing the justness of the Complainants Demand This Court doth therefore think fitt to order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainants the full and just Sum of Four Hundred and Seventeen Pagodas Thirty two Fanams and Thirty three Cash / Pags 417. 32. 33 / together with all such Interest as now is or shall hereafter become due thereon until full Payment is made & all Costs of this Suit.

Mur

Filed the 28th Novr 1793

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Cuthbert Smith and Charles Dingy Esqr of Fort Saint George Merchants and Copartners that Amoordo of Madras Inhabitant stands justly and truly indebted unto Your Orator in the full and just sum of Five hundred and forty Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Exchange of Eight Shillings for every Pagoda the sum of two hundred and sixteen Pounds sterling as by his Note of hand of which more particularly appears by the Copy of the said Note of hand hereunto annexed to Your Orator by the said Amoordo and by the Copy of Account Current hereunto annexed with Your Orator prays may be taken as part of this their Bill of Complaint and to which they humbly crave leave to refer the Originals thereof being ready to be produced when required and Your Orator shew unto this Honble Court that they have frequently in a friendly Manner applied to the said Amoordo to pay off and discharge the said sum of Five hundred and forty Star Pagodas so due and owing to Your Orator as aforesaid But now so it is may it please this Honble Court that the said Amoordo to injure and defraud Your Orator in the premises To the End therefore that the said Amoordo

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 herein again repeated and he thereunto sparately Interrogated and that the said Answerer may be forthwith decreed to pay unto Your Orators the aforesaid sum of Seven hundred and forty Star Pagodas with all such interest as now is or which hereafter shall become due thereon together with all cost and Expences which Your Orators shall sustain and be put to in this Suit and that Your Orators may be further and otherwise relieved in the premises according to equity and good Conscience and the Nature of their case shall require—

May it Please this Honble Court to cause the said Answerer to be personally and Regularly by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honble Court at certain time and place to be by this Honble Court limited 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 Honble Court shall seem Meet

John White atty for the Complt.

Fort Saint George 28th Novr 1793

This Bill was sworn to before me this day of Novr 1793 by the said Chas Dewys Hely

Sm Mitford

Ten days after the Service hereof to the Defendant Cecil Smith and Chas Dewys Hely the sum of Seven hundred and forty Star Pagodas for Value Received as Witness my hand this 28th day of November 1793—

Witness present

Shesayyum

John White atty for the Complt.

Dr. { Amoordoo in Account Current With Messrs. Cecil Smith & Charles Dewys Hely } Cr.

1793					1793			
Novr	14	To 13 Pipes of Madeira wine at 20 Pags per Pipe	1040	—	Novr	14	By Cash Received in part	500 —
							By his Note Payable in 10 days	240 —
	14	To his Note due this day Received in part Payment of the above	240	—		14	By Balance	540 —
		Star Pagodas	1280	—			Star Pagodas	1280 —

Fort Saint George 14th November 1793—

Errors Excepted

Smith & Hely

A true Copy
John White atty
for the Compltt.

Filed the 28th Novr 1793

In the Honble the Mayors Court at Madraspatnam

Between Cecil Smith and Charles Dewys Hely of Madras Merchants Complainants

and

Amoordoo of the same place Inhabitant Defendant—

Charles Dewys Hely of Fort Saint George Merchant one of the Complainants above Named maketh Oath and saith that Amoordoo of Madras Inhabitant the Defendant above Named is justly indebted to this Deponent and his partner Cecil Smith above Named, in the sum of seven hundred and forty Star Pagodas Current Money of Madras and this Deponent saith he doth verily believe the above Named Defendant will abscond from the Jurisdiction of this Honble Court on hearing that a Bill of Complaint has been filed against him

Sworn to before me this
28th day of November 1793

Chas D. Hely

Sm Mitford

Filed 4 Feby 1794

In the Honble the Mayors Court at Madraspatnam

Between Cecil Smith and
Charles Dewys Esqrs Complainant

and

Amoordo Defendant

The Affidavit of William Robertson of the Serjeant of this Honble Court

This Deponent Maketh Oath and saith that he did personally Serve Amoordo the above named Defendant with three Rules issuing out of this Honble Court by delivering the Originals thereof to the said Defendant in the Public Goal at Madraspatnam aforesaid the last of which Rules was a Peremptory one to the tenor and effect following —

Further Day is given the Defendant till the fourth February next to Answer the Complainants Bill inde fault of which Judgment will be given for the Compltt.

Sworn in Court this 4th day of February 1794

Wm Herbert

G Taylor Regr

Mayors Court at Madraspatnam

Tuesday the 4th day of February Anno Domini 1794

Present

Henry Chicheley Michell Esquire Mayor
Andrew Ross and James Daly —
Aldermen

Between Cecil Smith and

and Charles Dewys Esqrs of Fort Saint George Merchants and Copartners Complainants and Amoordo 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 Two hundred and Forty Pagodas / Pag. 240 — / 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 Hbt

Filed 4 Feby 1794

To the Honble the Mayors Court at Madraspatnam

Between Henry DuPuy One of the Attornies of this Honble Court sole Surviving Executor Named in the Last Will and Testament of William Harrison late of Fort St George Inhabitant — Complainant

and Lawrey of Madras Merchant Defendant —

The Humble Petition of Pereyanayy the Defendant above Named —

39

named on the fifteenth day of January in the present Year of Our
Lord one thousand seven hundred and ninety four filed his Bill
of Complaint in this Honble Court as sole Surviving Executor
of William Harrison deceased against Your Petitioner for
recovery of the sum of five thousand nine hundred and
eighty three Star Pagodas and forty Fanams thereby alledged
to be due and owing to the said Complainant as Executor afore
said That Your Petitioner having been arrested on the
fifteenth day of January now last past at the suit of
the said Complainant Your Petitioner by his Attorney
at Law appeared thereto in custody of the Sheriff and on
the Eighteenth day of January now last past Your Petitioner
filed his Plea to the Complainants said Bill of Complaint
to Former Bill of Complaint being depending in this
Honble Court for the same matter as that upon which
Petitioner therefore prayed that the present Bill of Com
plaint might be dismissed with Costs and that Your
Petitioner might be discharged from the Custody of the
Sheriff at the suit of the said Complainant in the present
suit and your Petitioner sheweth that the said Plea came
to be argued before this Honble Court on Tuesday the
twenty eighth day of January now last past when This
Honble Court was pleased to Order that the said Plea
should be thrown out with Costs and that the said Complai
nants said first Bill of Complaint in the said Plea men
tioned should be forthwith withdrawn with Costs by
which said Order of this Honble Court whereby Your Petitioner
said Plea was thrown out he conceives himself aggrieved

May it therefore please this Honble
Court to permit Your Petitioner to Appeal from the
said

said Order of this Honble Court to the Honourable the
Court of Appeals

And Your petitioner will ever pray

John White Atty
for the Petitioner

Filed 4th Feby 1794

To the Honble the Mayors
Court at Madraspatnam

Between Henry Dalrymple
one of the Attornies of this
Honble Court sole Surviving
Executor of William Harrison
Deceased Complainant and
Varadavarey of Madras Mer
chant Defendant

That the above named Complainant did on
the fifteenth day of January in the present Year of Our
Lord One Thousand Seven Hundred and Ninety four exhibit
and file his Bill of Complaint in this Honble Court as
Sole Surviving Executor of William Harrison Deceased
against Your Petitioner for the Recovery of the Sum of Five
Thousand Nine Hundred and Eighty three Pagodas and
Forty Fanams pending of Suit that Your Petitioner
did on the Eighteenth day of January now last past file
Plea praying thereby to dismiss the Bill of
Complaint as filed against Your Petitioner Your
Petitioner Sheweth that the said Bill and Plea

Fd 29th October 1793

To the Honble the Mayor's Court at Madrespatanam

Humbly Complaining Sheweth unto this Honble Court Your Orator Richard Parks of Fort Saint George Merchant That Andrew Majendie formerly of Fort Saint George aforesd Senior Merchant in the Service of the United Company of Merchants trading to the East Indies afterwards of Great Britain deceased being in want of a sum of Money applied to Your Orator to advance and lend him the same and accordingly Your Orator did lend and advance unto the said Andrew Majendie the sum of Five Thousand Current Pagodas with Interest to Your Orator the said Andrew Majendie did Sign Seal and as his act and Deed deliver certain Bond or Obligation in writing bearing date on or about the fourteenth day of February which was in the Year of Our Lord One Thousand Seven hundred and Seventy seven with a Condition thereunto written a Copy of which said Bond and Condition is herewith 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 Original whereof is now in the possession of Your Orator and ready to be produced to this Honble Court when required — and Your Orator further Sheweth that pursuant to the Terms stipulated in the Condition of the said Bond for payment of the said Principal Sum of Five Thousand Current Pagodas and Interest thereafter the Rate of Five per Cent per annum in London and Your Orator Sheweth that Conformable to such stipulation he

pleased to Adm. your Petitioner Plea to be thereon put with Costs —

Your Petitioner therefore most humbly prays a Rehearing of the said Order of this Honble Court of the Twenty Eighth day of January last he Submitting to pay what Costs this Honble Court shall Award in Case his prayer be found groundless and Your Petitioner shall ever pray

John White Atty for the Petitioner —

Extract from the Minutes of a Court Held at the Sowcar Choultry Fort Saint George the 29th day of February Anno Domini 1792 —

Present

Henry Chicheley Michell Esquire Mayor
Andrew Ross and James Daly Aldermen
Henry Du Pre Esqr Surviving Executor of William Harrison Esqr

Petition of the Defendant read and filed this day — praying leave to appeal from the Order of last Court — Ordered that the prayer of the Petitioner be denied —

Petition of the Defendant praying a Rehearing of the Order of Court of last Court day read and filed this Day — Ordered that the Petition be dismissed —

Persons authorized to manage the affairs of the said Andrew
Majendie in Great Britain for the payment of the
Interest as received as aforesaid and your Orator agents for and on his
behalf received the sum of Two hundred Pounds Sterling British
Money being two Years Interest on the said Principal Sum of
Five Thousand Current Pagodas successively accrued and due
from and after the said fourteenth day of February which
was in the Year of our Lord One Thousand Seven hundred and
Seventy five the date of the said Bond since which time
your Orator hath not received any payment whatever
on account of Principal or Interest of the said Bond—
And Your Orator further sheweth that the said Andrew
Majendie departed this life in England some time near
about the Year of our Lord One Thousand Seven hundred
and Eighty two or One thousand Seven hundred and Eighty
three having previously in writing bearing date the Twenty
third day of January which was in the Year of our Lord One
Thousand Seven hundred and Seventy Nine and thereof
did nominate and appoint James Taylor late of Fort St.
George Esquire and James Call of Fort Saint George Esquire
and George Savage also late of Fort Saint George Esquire
deceased his Executors and Your Orator Sheweth that the
said James Taylor James Call and George Savage did
take out Probate of the said Last Will and Testament of the
said Andrew Majendie from the King's Ordinary of this
Hon'ble Court on or about the twentieth day of December
which was in the Year of our Lord One Thousand Seven
hundred and Eighty four and did take upon themselves
severally the Burthen and Execution thereof and Your Ora-
tor further sheweth that being in England some time
first after the death of the said Andrew Majendie he
made repeated solicitations for payment of the
Principal

Principal and remaining Interest due under and by virtue
of the said Bond and was not able to obtain any satisfaction what
ever in England and the said James Taylor referred Your Orator
to the said James Call at Fort Saint George as all the effects of
the said Andrew Majendie were in India wherefore Your Ora-
tor proceeded to India and hath made application to the said
James Call who offered to pay your Orator the principal—
Money and Interest at the rate of five per Cent according
to the written Tenor of the said Condition in the said Bond—
which Your Orator Sheweth is by no means equitable for
it appears from the very terms of the Loan so made by
your Orator with the said Testator Andrew Majendie that
down was expressly made by Your Orator to accommodate him-
self by such Remittance or Payment into England and Your
Orator at that time Confided in the punctuality and assurance
of such payment being made pursuant to the Condition of the
said Bond and with that Expectation alone Your Orator conclu-
ded the said Loan with the said Testator Andrew Majendie
at the said low Interest as at that period Your Orator
could have lent the said principal Sum of Five Thousand
Current Pagodas upon good and Valid Security and reason-
able Interest thereon payable in the East Indies at and
after the rate of twelve per Cent per annum— and Your
Orator further Sheweth that the said Testator Andrew Ma-
jendie desiring being in want of further Sum of Money
applied to Your Orator who agreed and actually did advance
to advance and lend to the said Testator Andrew Majendie
a further Sum of Four hundred and fifty five Pagodas
Twenty Nine Fanams and thirty three Cash and for securing
the Repayment thereof with Interest to Your Orator the

Orator maintain the Bond or Obligation in writing with a Condition thereunto written a Copy of which said Bond or Obligation is hereunto annexed for the Inspection of this Honble Court — and which Your Orator prays may be taken as part of this his said Bill of Complaint and which said Bond or Obligation as aforesaid is now in the custody or possession of Your Orator and ready to be produced in this Honble Court — shall direct — And Your Orator further sheweth that neither the said Testator Andrew Majendie in his life time nor his Executors since his decease have or hath paid or discharged to Your Orator or to any person or Persons for his use or on his account or Benefit the said Principal Sum of four hundred and fifty five Pagodas Twenty Nine fanams and thirty three Cash Orator in and by the Condition to the said Bond or Obligation of the first day of January which was in the Year of Our Lord One Thousand Seven hundred and Twenty Nine as aforesaid but the whole principal Money and Interest thereon still remain unpaid and due to Your Orator from the Estate of of the said Testator Andrew Majendie deceased — And Your Orator further Sheweth that he that in an Account Current or Statement in writing 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 when required and —

and made out between Your Orator and the Executors of the said Andrew Majendie deceased setforth and charged all Sum and Sums of Money due and owing to Your Orator from the said Estate of the said Testator under and by virtue of the said Bonds and Conditions respectively thereunder written of the fourteenth day of February One Thousand Seven hundred and Seventy four and first day of January One Thousand Seven hundred and Seventy Nine and in which said Account Your Orator hath charged and computed Interest on the said Principal Sum of Five Thousand Current Pagodas so secured to your Orator in and by the said Bond or Obligation of the said fourteenth day of February One Thousand Seven hundred and Seventy four at and after the rate of twelve per Cent per annum being the Legal rate of Interest in India then Current on Securities of a like nature or discription and which Your Orator has so done for the reasons and under the Circumstances herein before stated and which he humbly insists he is justly authorized and intitled to do according to the Spirit of the said Loan so made by Your Orator with the said Testator Andrew Majendie and Your Orator further sheweth that he applied to and demanded payment from the said Defendant James Call so appointed Executor of the said Will of the said Andrew Majendie deceased as aforesaid of the aggregate sum of Sixteen Thousand five hundred and fifty Pa-

Pagodas forty one Fanams and thirty three Cash as stated in and by the said account Current hereunto annexed and so Computed and alleged to be due to your Orator in manner aforesaid and under and by virtue of the said respective Securities—

But now so it is May it please this Honble Court that the said Defendant James Call hath not regarded the Interest on the said first mentioned Bond and absolutely and wilfully refuses to pay to your Orator the amount of Principal Money and Interest Comprised and stated in the said account Current and so secured and due to your Orator in and by the said Bonds respectively or to give to your Orator the satisfaction to which he conceives himself equitably entitled. To the End therefore that the said Defendant James Call may upon his Corporal oath true direct and perfect answer make to all and singular the Matters and premisses so fully and particularly as if the same were herein again repeated and distinctly interrogated and more especially to the best of his knowledge Remembrance Information and belief and especially whether Your Orator did not demand the several and respective sums herein before mentioned due and owing unto the said Andrew Majendie and the respective principal Sums of five Thousand Current Pagodas and Four hundred and fifty five Pagodas and twenty Nine Fanams and thirty three Cash and whether he did not for securing the same principal sums respectively together with such Interest as should accumulate thereon by the said Bonds respectively or to give to your Orator the satisfaction to which he conceives himself equitably entitled as aforesaid and whether the said Andrew Majendie did not accordingly assign over the said several Bonds or Obligations with Orders thereunder written of the tenors and dates above respectively set forth and whether the said Andrew Majendie in his life time or any person or Persons by his or their order or consent either in his life time since his decease hath or have not received and paid or discharged the respective principal Sums or any part thereof or the Interest accrued due and in arrear thereon or either of them as the Interest accrued due and in arrear thereon is therein before set forth and admitted and your Oratorix charges that the said James Call may also set forth whether the said Andrew Majendie did not depart this life in Great Britain about the time herein before mentioned and whether he did not previous to his death duly make and publish his last Will and Testament in writing and thereby appoint the said James Taylor James Call and George Savage Executors thereof— and whether probate of the said Will was not granted to them as Executors thereof— and whether he the said Defendant doth not know that the said Andrew Majendie did not leave any property in Great Britain or elsewhere in Europe adequate to the payment of your Orator's Debt and whether your Orator in consequence of such deficiency of Assets hath not been deprived of the benefit and advantage of the Condition in the said Bond of the fourteenth day of February One Thousand Seven hundred and seventy four and whether under and by virtue of the Probate obtained under the Seal of this Honble Court the said James Call hath not collected Money Effects and property of various descriptions and quality and to large Amount and in the whole and much more than sufficient to discharge the Principal Money and Interest respectively due and owing on the said Bonds or Obligations given and by virtue of the said Bonds or Obligations assigned by the said Andrew Majendie assigned to your Orator and whether at the time your Orator lent the said Andrew Majendie the said sum of five thousand Pagodas the Interest in India was not twelve per Cent and whether Your Orator was not induced to advance his Money

and payment to be Enjoined as Condition by the said Bond and whether according to the Custom which obtains in dealings and transactions of a similar Nature with the Circumstances hereinbefore stated between Your Orator and the said Andrew Majendie Your Orator is not entitled to Compute and to receive Interest at and after the rate of five per Cent per annum in and upon the said Bond or Obligation of the fourteenth day of February One Thousand Seven hundred and Seventy five for the reasons hereinbefore mentioned or likewise and if not why not And that the said Defendant James Call may be decreed to pay to Your Orator the said principal Sum of five thousand Court Pagodas so secured in and by the said Bond or Obligation of the fourteenth day of February One Thousand Seven hundred and Seventy five and all the Sum of Nine thousand Nine hundred and Ninety three Pagodas and fourteen Fanams being Interest for Four Years Seven Months and Twenty six days Interest accrued due thereon at and after the rate of Twelve per Cent per Annum as aforesaid and also may be decreed to pay to Your Orator the sum of One thousand two hundred and Sixty three Pags Twenty seven fanams and thirty three Cash for Principal and Interest so due and in arrears to Your Orator under and by virtue of the said Bond or Obligation of the first day of January One Thousand Seven hundred and Seventy Nine making

making the aggregate Sum of Sixteen thousand two hundred and fifty six Pagodas forty one fanams and thirty three Cash

May it please this Honble Court to Cause the said James Call 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 29 Decr 1793

This Bill was Shewn to me in the days of Adjournment but a Summons if one returnable next Court Day

Jno Mitford
Mayor

Gilbt Ricketts
Mg for Complainant

57

Know all Men by these Presents that I Andrew Majendie of Fort Saint George Merchant am held and firmly bound unto Captain Richard Parks mariner in the penal Sum of Four Thousand Pounds Sterling Money of Great Britain to the payment whereof well and truely to be made to the said Richard Parkes his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and administrators Jointly by these presents In Witness whereof I have hereunto Set my Hand and Seal in Fort Saint George the fourteenth day of February in the Year One Thousand Seven Hundred and Seventy five

Whereas the above bound Andrew Majendie hath borrowed and Received of the above named Richard Parks the full and just Sum of Five Thousand Current Pagodas Three Thousand Pounds Sterling to run at Interest payable in London at the rate of Five per Cent per Annum Principal and Interest payable in London, the Principal in three Years from the Date hereof at the rate of eight Shillings p Pagoda & the Interest annually, at the same rate of Exchange.

Now the Condition of this Obligation is such that if the above bound Andrew Majendie his heirs Executors Administrators or Assigns, shall well and truely pay or cause to be paid unto the said Richard Parks or his heirs Executors Administrators or Assigns the full and just Sum of Two Thousand Pounds Sterling in London in three Years from the Date thereof at the rate of eight Shillings p Pound together with such Interest in London 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.

Having given one other Bond of the same Tenor & Date with this one of which being accomplished, the other to be void.

Signed Sealed and delivered where no stamped Paper is to be had in the Presence of

Jas. Call
Gideon Firth

Andrew Majendie LS

A true Copy
Gilb. Ricketts
Attyfor Compt.

Know all Men by these Presents that I Andrew Majendie of Madras Merchant am held and firmly bound unto Captain Richard Parks Commander of the Ship Favorite in the Penal Sum of Nine hundred and Eleven Pagodas 16 fs of 66 Cash to the payment whereof well and truely to be made to the said Richard Parks his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators severally by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Madras this first Day of January in the Year One Thousand Seven Hundred and Seventy Nine

911.16.66
455.29.33

Whereas the above bound Andrew Majendie hath Borrowed and Received of the above Named Richard Parks the full and just Sum of Four hundred & fifty five Pagodas twenty nine Fanams & thirty three Cash to run at Interest at the rate of Twelve per Cent per Annum payable on Demand.

Now the Condition of this Obligation is such that if the above bound Andrew Majendie his heirs

pay it cause to be paid unto Capt. Richard Parks his Heirs Executors administrators or assigns the full and just Sum of Four hundred & fifty five Pagodas 29 f. & 33. Cash on Demand together with such Interest as shall be 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 in the Stamped Paper where it is to be in the Presence of—

J. Balfour
Francis Martins

Andrew Majendie (L.S.)

a true Copy
Gilbt. Ricketts
Atty for Compt.

Dr. The Estate of Andrew Majendie to Richard Parks—

July 16 — To Amount of a Bond of A. Majendie Pgs. 3000—

1793 Oct. 16 — Interest 1 Yr 16 July 1793 the two first Years Interest having been paid to this Day being 16 y. 7 m. 29 d. 12 f. p Cent — 1993: 14.

Cf. — 14993: 14—

1793 July 16 — Amount Bond this Date — 455: 29 33

1793 Oct. 16 — Int. at 12 f. p Cent 16 y. 7 m. 29 d. — 307: 40— — 1263: 27: 33.

Cum Pag. — 16256: 41: 33

Fort St. George
Oct. 16. 1793.

Cor. Excep. R. Parks

a true Copy
Gilbt. Ricketts
Atty for Compt.

5.5

Filed 5 December 1793

The Answer of James Call one of the Executors named in the last Will and Testament of Andrew Majendie Deceased Defendant to the Bill of Complaint of Richard Parks of Fort St. George Merchant Compt.

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to such errors and insufficiencies as may be in the Complainants Bill of Complaint for answer thereunto So much thereof as this Defendant is advised is material for him to make answer unto answereth and saith that it is true that the said Andrew Majendie being in want of a Sum of Money did apply to the Complainant and the Complainant did accordingly lend him the Sum of five Thousand Pagodas and for Securing the repayment thereof with Interest thereon did execute certain Bond or Obligation in writing bearing date the fourteenth day of February which was in the Year of our Lord One Thousand Seven hundred and Seventy five with certain condition thereunder written as appears by the Copy of the said Bond annexed to the Bill of Complaint and this Defendant believes that the Complainants Agents in Great Britain did in pursuance to the time stipulated in the condition of the said Bond receive the Sum of two hundred Pounds Sterling for two years Interest on the said Principal Sum of five Thousand Pagodas as stated in the Bill of Complaint and he believes also that the Complainant did not receive any further Payment on Account of the Principal and Interest of the said Bond this Defendant admits that

some time in the Year of our Lord one Thousand Seven
hundred and Eighty having previously made his will
of the date mentioned in the Bill of Complaint ap-
pointing James Taylor this Defendant and George
Savage his Executor this Defendant further admits
that the said James Taylor this Defendant and the
said George Savage did duly take out probate of the
said Will from the Kings ordinary of this Honble
Court about the time mentioned in the Bill of Compt.
and took upon themselves the burden and execution
of the said Will This Defendant for further answer
saith that he believes the Complainant was im-
prisoned at some time after the death of the said Andrew Ma-
jendie and hereby have made repeated applications for
payment of the principal and Interest due
on the said Bond and he does not doubt but that the said
James Taylor referred the Complainant to this Defendant
and that the Complainant in Consequence thereof may
have proceed to India this Defendant admits that
the Complainant made application to this Defendant
for payment of the said Bond and this Defendant
saith he was willing to pay the Complainant the
Principal money and Interest at the rate of Five per
Cent according to the written tenor of the Condition of
the said Bond This Defendant further admits
that the Complainant but and deemed unto the said
Andrew Majendie Further sum of Five hundred
and fifty four Star Pagodas Twenty nine Fanams
and thirty three Cash and for Securing the Payment
thereof with Interest the said Andrew Majendie
Executed another Bond or Obligation as stated in the

57

Bill of Complaint and that the Copy annexed thereto may be
a true Copy of the Original Bond and this Defendant believes
that the said Andrew Majendie did not pay in his lifetime
and he knows that his Executors since his decease have not
paid nor discharge the said Principal Sum of four hundred
and fifty four Pags Twenty nine Fanams and thirty three
Cash nor the Interest thereof and that both the Principal
and Interest remain still due Lastly this Defendant
submitteth to the consideration of this Honble Court whether
the Account annexed to the Complainants Bill of Compt
be just as far as relates to the said Bond payable in England
or whether he should be allowed greater Interest thereon than
after the rate of five per Cent per Annum being the Rate
mentioned in the Condition of the said Bond
All which matters and things this Defen-
dant hopes leave to submit to the Consideration of this
Honble Court and is ready and willing to abide by their
Judgment thereon

Sworn in Madras
this 5th Decr 1793
Before me
Jno Mitford
Mayor

Jas. Call
Executor

Bopham for
Williams &
Self Attys for
Defendt

Mayors Courtat Tuesday the 6th day of Febry
Madraspatnam Anno Domini 1794
Present
Henery Huchley Michell Esquire Mayor
Andrew Ross and James Daly Aldermen

Between Richard Parks
of Fort Saint George Merchant
Complainant & Andrew Ma
jendie formerly of Fort Saint
George aforesaid Senior Mer
chant in the Service of the
United Company of Merchants
of the East Indies
afterwards of Great Britain
Deceased Defendant.

This Cause coming onto be Heard and De
bated this Day in the presence of the attornies on both
sides on Reading the Complainants Bill with Copies
of the Bonds and an Account Current annexed. the
Defendants Answer, On Hearing the Pleadings
had thereon This Court doth think fit to Order and
Decree, and doth accordingly Order and Decree that
the Defendant do pay unto the Complainant out of
the Estate and Effects of Andrew Majendie Deceased
the full and just Sum of Five Thousand Pago-
godas 5000/ being the Principal Sum of Money
due on a Bond under date the 8th day of February
1777 Executed by the Deceased to the Compla-

Filed 22d November 1793

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Yanee Anter Chengen Boo Vendatacha-
Moodeliar of Madras, Inhabitant that Poliay Chinna-
tomby Moodeliar of the same place Inhabitant stands
Indebted unto Your Orator in the full and just Sum of Two
hundred and eleven 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 Eighty four Pounds Nine
Shillings and seven pence as more
fully and at large Appears by Copy of an Account Cur-

Humble Court which Your Orator prays may be admitted as part of this his Bill of Complaint arising upon a Mortgage Bond given and granted unto Your Orator by the said Palany Chinnatomby Modeliar on the twelfth day of March which was in the Year of Our Lord One Thousand Seven hundred and ninety one for the Sum of One hundred and sixty Pagodas payable on or before the Tenth day of July next from the date thereof with Interest at the rate of twelve per Cent per Annum the Original whereof being in Your Orators Possession and ready to be produced when called for — And Your Orator shews that this Covenanted and agreed by the said Palany Chinnatomby Modeliar that in case the said Sum of Money should not be duly paid according to the term therein specified for the payment thereof that Your Orator shall in such default be at liberty this or for the Term in this Humble Court by which said agreement and covenant of the said Palany Chinnatomby Modeliar Your Orator is at full liberty to commence an action and sue for the payment of the aforesaid Debt in this Humble Court according to the meaning spirit and construction of this late Majesty's Charter now in force respecting the prosecution of suits between the Natives of Madras in the Humble the Mayor's Court — And whereas Your Orator hath frequently and in an amicable Manner Requested Payment of the said Sum of two hundred and eleven Pagodas and Nine Fanams from the said Palany Chinnatomby Mo[deliar]

But now so it is may it please this Humble Court the said Palany Chinnatomby Modeliar 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 Humble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Palany Chinnatomby Modeliar 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 and effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of two hundred and eleven Pagodas and Nine 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 Humble Court to Cause the said Palany Chinnatomby Modeliar to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the District thereof personally to be and appear before this Humble Court at such certain time and place to be by this Humble 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 Humble Court shall seem Meet.

Fort St. George this 8th Day of Nov.r 1793.
This Bill was shewn to me between the hours of adjournment to summons [illegible] Court day

Atty Compt.

Dr. Patavy Chinnatomby in account Current with Cr.
Chengoonthara Venkatasha Modelly.

1791 March 12	To the Amount promissory note of your Master's bearing Date of this date			By Balance due	211. 9.
1793 Nov. 12	To Interest on ditto from 12 March 1791 to this day is 2 Years and 8 Months at 12 per Cent per Annum is	35. 9.			
	Pagodas	211. 9.		Pagodas	211. 9.

Madras 12th November 1793
Errors Excepted
[illegible]
true Copy
[illegible]
Atty for Comp.t

Mayors Court at Madraspatnam
Tuesday the 8th day of Feby
Anno Dominy 1794
Present
Henry Chicheley Michell Esqr Mayor
Andrew Ross — John Mitford and
Benjamin Roebuck — Aldermen

Between Chengoonthara Venkatasha Modelliar of Madras Inhabitant Complainant and Patavy Chinnatomby Merchant late of the same place Inhabitant Defendant

The Defendant being in Court and acknowledging the justness of the Complainants demand This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two hundred and Eleven Pagodas and Nine Fanams / Pagodas 211. 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 —

Wm

Filed 12th April 1793

To the Honble Mayor Court at Madraspatnam

Humbly Complaining Sheweth —

Unto this Honble Court Your Orator Kistna Row of Madraspatnam Inhabitant that Daniel Murry of the same place Merchant but late a Cornet in the old Regiment of Cavalry in the Service of the Nabob of Arcott died on the Tenth day of January which was in the year of Christ One thousand Seven hundred and Seventy Nine, at Madras aforesaid. — Made his Certain Promissory note in writing and therein and thereby promised to pay to Your Orator by the Name of Kistna Row or Order the Sum of Two hundred and Twenty four Star Pagodas in three Months from the date thereof for Value Received from Your Orator by him the said Daniel Murray as by the said Promissory note Copy whereof Marked with the Letter A is hereunto annexed and the Original in the Possession of your —

appear and your Orator further Sheweth that the said Daniel Murray did promise to pay the Twenty second day of September in the said year of Christ one Thousand Seven hundred and Seventy nine Pagodas from Your Orator as the Sum of five Pagodas and granted his Receipt from the same as by the said Receipt Copy whereof Marked B is hereunto annexed and the Original Ready to be produced when Required relation being thereunto had will more fully appear and your Orator further Sheweth that after the said Promissory not became due he the said Daniel frequent application to the said Daniel Murray for payment thereof make for the Amount of the said Receipt But under Various pretences he Evaded the same and soon afterwards departed from without the Jurisdiction of this Honble Court to foreign parts or places beyond the sea by reason whereof your Orator became utterly an Acquainted with his place of Residence and Consequently unable either to Sue and or Enforce the payment of his debt Your Orator further Sheweth that he has but lately known of the Arrival of the said Daniel Murray within the Jurisdiction of this Honble Court - But true that soon your Orator hath in amiable Manner Demanded payment of the said Promissory note and Receipt which with Interest thereon now Amount to the Sum of Six hundred and thirteen Star Pagodas Twenty eight Fanams and Ten Cash Current Money of Madras or in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two hundred and forty five Pounds and Eight Shillings or thereabouts as by an Account Current Copy whereof is herewith Annexed Relation being thereunto had will more fully and at large appear - and Your Orator will hoped that the said D

Murray would have discharged the same -

But now so it is May it please this Honble Court the said Daniel Murray 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 as such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefor that the said Daniel Murray may upon his Corporal oath full true direct and perfect answer - Make to all and singular the Matters and things hereinbefore set forth and Alledged as fully truely and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of Six hundred and thirteen Star Pagodas Twenty eight Fanams and Ten 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 Daniel Murray 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

Fort Saint George the 12th day
of April 1779

This Bill was Shewn to me in the
days of Adjournment Let a Summons
Issue and returnable next Court Day

Jno Milford
Mayor

A

I promise to pay unto Ristna Row or his order
the Sum of Two Hundred and Twenty Star Pagodas
in three Months from the Date hereof for Value
received, as Witness my hand this 10. January 1779.

Daniel Murray

true Copy

G. Chalmer
Attg for Compt.

B

Received from Ristna row Vakeil the Sum
of Five Star Pagodas

Daniel Murray

true Copy

G. Chalmer
Attg for Compt.

Dr Daniel Murray in Account Current with Kistnarow Cr

1779				1793			
Jany	10	To the amount of your Promissory note of this Date payable in three Months	220	Apl.	10	By Balance due this Day	613.28.10
Apl.	22	To the amount of your Receipt of this Date	5				
			225				
1793 Apl.	10	Interest on Pagodas 225 from 10th April 1779 to this Day viz 3 years 11 Months and 18 Days @ 12 per Cent pr Annum 376.11.2					
		Interest on Capt. 5 from 22d Apl. 1779 to this day viz 13 yrs. 11 Mos. 18 Days @ 12 p Cent pr annum 7.17.2	384.28.12				
		Pagodas	613.28.10			Pagodas	613.28.10

Fort St George the
10th April 1793

Errors Excepted

E.E.

true Copy

G. Chalmer
Attg for Compt.

Filed this 4 June 1793.

The Plea and Answer of

Daniel Murray of Madras Merchant

Defendant, to the Bill of Complaint
of Reitna Row of the same place
Inhabitant Complainant—

This Defendant by protestation not confessing or acknowledging all or any of the matters or things in the Complainants said Bill of Complaint—mentioned to be true, in such manner and form as the same are therein, and thereby alleged, doth Plead, and Answer thereto, and for Plea saith, that during the year of our Lord One Thousand seven hundred and seventy Nine, he this defendant was within the jurisdiction of this Honble Court and there remained for two years— subsequent to the tenth day of April in the said Year, on which day the Complainant states that on or of hand on which the present suit is instituted became due, and this defendant saith, that he was at that time a Cornett in the first Regiment of Cavalry in the service of His Highness the Nabob, and in which situation he remained, and resided with the English army who were then encamped on the Red hills near Pondichery untill the month of October which was in the Year One Thousand seven hundred and eighty, about which time he this Defendant proceeded with the said Regiment to Saint Thomas Mount; And this defendant saith that the Red hills aforesaid as well as Pondichery (after the siege) were within the jurisdiction of this Honble Court, and consequently process might have been issued—

issued therefrom had the Complainant thath proper so to do or have he considered his demand to be just one, and this Defendant for further Plea saith, that he is ready to prove to the satisfaction of this Honble Court, by the attestation of several respectable Witnesses; that he was living in Camp or in Cantonements within the jurisdiction of this Honble Court from the month of September One Thousand seven hundred and seventy six, untill the month of October One Thousand seven hundred and Eighty one, in support of the truth of which, and in further proof thereof, he prays leave to annex the Copies of seven different Pay and Batta Chitts which bore the attestation of the Military Paymaster General, And the Originals were signed by the then Town Major Major Sydenham, the Paymaster of Fort Saint George, William Hamilton, and John Turing Esqrs and Francis Lind Esqr the Commissary General of Fort Saint George, from which documents it is fully shewn that the Defendant did actually reside at Madras in the Months of March, April, May, June, and July One Thousand Seven hundred and Eighty One, during which time, neither at any time before or since, did this Complainant, either directly or indirectly make any demand upon the Defendant for this supposed debt, nor has he ever Commenced any action whatsoever against this defendant for the recovery of the same, or any part thereof untill the present suit; And this defendant for further Plea saith, that some time after the Month of July One Thousand Seven hundred and Eighty One as aforesaid, this Defendant thought proper to resign, and accordingly did resign the service of the Nabob, and having remained some Months at Madras, and afterwards at Masulipatam Vizagapatam &c. he quitted the Coast of Coromandel, about the month of February One Thousand Seven hundred and Eighty two, and

proceeded to Calcutta where he arrived in the Month of April following, from which time until the Month of August One Thousand seven hundred and Ninety, this Defendant did reside in Bengal, and did not depart to foreign parts or places beyond the Seas as set by the Complainant in his Bill falsely stated; and this Defendant saith that during the whole of such time he never heard of any demand made against him by the Complainant, either directly or indirectly; and this Defendant further saith that he returned from Calcutta to Madras in the Month of September One Thousand Seven hundred and Ninety, from which time to the present he has always resided there, a period now of nearly three Years, yet no demand whatever has been made by the Complainant nor did he or any person on his part so much as shew this Defendant the note for the recovery of which the present Bill of Complaint is filed, but on the Contrary this Defendant was wholly ignorant of the same until the receipt of a Letter of demand from the Complainants attorney Mr George Chalmers previous to the commencement of the present suit; and this Defendant further saith that if the Complainant was conscious that the present debt was against him, what were his reasons for not making his demand, and commencing his action sooner, and why hath he remained silent during so long a space as thirteen years; during a Considerable portion of which time the Defendant did reside within the Jurisdiction of this Honble Court, and more especially when it is remembered that the Defendant was on the spot at the time the said note is stated to have become due, and for many months afterwards, as hath been already shewn by the dates of the Pay and Batta Chitts, and which this Defendant is ready to make appear in the most full and

and satisfactory manner, during no part of which time was any demand whatever made by the Complainant as falsely stated in his Bill; This Defendant therefore saith plead the statute of limitation in bar to the Complainants right of action against this Defendant, contending that the same is instituted in an illegal manner, and this Defendant in no wise waiving his said Plea but fully relying, and insisting thereon, for answer to the residue of the Complainants Bill or unto such parts thereof as this Defendant is advised to be material or necessary for him to make Answer unto, he Answereth and saith, that he wholly and absolutely denys to owe and indebted to the said Complainant in the sum of six hundred and thirteen Pagodas twenty eight fanams and ten Cash, or in any other sum or sums of money whatever, and this Defendant verily believes that the Complainant has brought his action against this Defendant more out of ill will, and with a view to harass, and Perplex his mind, than with any expectation of recovering any sum of money.

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 this 4th day of June 1793. in Court

G. Dickinson Dy Reg.

Daniel Murray

Gv D. Cook

Atty for Defendant

The following are the attested Copies of seven different Pay and Batta Bills referred to in the annexed Answer

The Honble Company ..... Dr.

To my Subsistance as Cornet in the 6th Regt. of Cavalry for the month of April 1781 } 35. — —

Mr. Sydenham
J. Major
Madras 13. March 1781

To John Swing Esqr.
Military Pay Mr. Fort St. George

Mr. Swing has orders to pay the above
C. Smith

(Signed) Daniel Murray

F. Lind
a true Copy
C. General

(Signed) B. R. mpg.

The Honble Company ..... Dr.

	Pags. F. C.
To My Batta a Lieut. for the month of March being 31 Days @ 2: 64 p Day	33. 2. 64

Madras 11th April 1781. (Signed) Daniel Murray
a true Copy
(Signed) B. R. mpg.

To Wm Hamilton Esqr. Pay Mr. Fort St. George

J Lind
C General 4th Mr.

F. Lind
C General

The Honble Company ..... Dr.

	Pags. F. C.
To my pay as Cornet in the 6th Regt. of Cavalry for the month of March 1781 }	35. — —

Madras 11th April 1781. (Signed) Daniel Murray
a true Copy
(Signed) B. R. mpg.

To William Hamilton Esqr.
Pay Mr. Fort St. George

F. Lind
C General

4th Mr.

The Honble Company ..... Dr.

	Pags. F. C.
To my pay as Quarter Master to the 6th Regt. of Cavalry for March }	22. — —

Madras 11th April 1781. (Signed) Daniel Murray
a true Copy
(Signed) B. R. mpg.

To Wm Hamilton Esqr.
Pay Mr. Genl. Fort St. George

F. Lind
C General

The Honble Company ..... Dr.

	Pags. F. C.
To my Subsistance as Cornet in the 6th Regt. of Cavalry for the month of May ..... }	35. — —

Rupees 131. 0.

(Signed) Daniel Murray
a true Copy
(Signed) B. R. mpg.

To Wm Hamilton Esqr. Pay Mr. Fort St. George

4th Mr.

F. Lind

The Honble Company ..... Dr.

To my pay as Cornet in the 1st Regt. of Cavalry for the month of June ..... } Bgl. F. C. 35. — —

Madras D. aug.t 1781. (Signed) Danies Murray

Rupees 131. 3. a true Copy

To Wm. Hamelton Esq.r (Signed) B. R. Mpl.

My Cay.r General

Ms Sml.

The Honble Company ..... Dr.

To my pay as Cornet in the 1st Regt. of Cavalry for the month of July ..... } Bgl. F. C. 35. — — "

Madras D. aug.t 1781. (Signed) Daniel Murray

Rupees 131. 3. a true Copy

To Wm. Hamilton Esq.r Cay.r General. (Signed) B. R. mpl.

(Signed) WH

My Pay.r

Ms Sml.

a true Copy

G.r D.r Cook

atty for Deft.

Filed the 29.th July 1782.

The Amended Replication of Nimatoolah of Madras Inhabitant Complainant to the Plea and answer of Daniel Murray of the same place Inhabitant Defendant

This Repliant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and advantage of Exception to the many Errors, Uncertainties Insufficiencies and Imperfections in the said Defendants Plea,

78

Plea, and answer contained for Replication thereunto Saith that his Bill of Complaint and all and singular the Matters and things therein Contained is good, true, Certain and sufficient to be Answered unto in such manner and form as the same is therein and thereby charged and setforth and that the Defendants said Plea and answer is very untrue, evasive and insufficient in the Law to be by this Repliant replied unto. And for further Repli cation this Repliant doth insist and he will hereafter prove, that the said Defendant Stands indebted to this Repliant in the full and just sum of Six Hundred and thirteen Pa godas twenty eight fanams, and ten Cash, Current money of Madras, as is charged in and by the Bill of Complaint and account Current thereunto annexed and that the Sta tute of Limitation in Bar to the Recovery of the said debt is improperly pleaded by the said Defendant, this Repliant in order illucidate this transaction pray leave for the Satisfaction of this Honble Court to state that the said Defendant being in the Month of January which was in the Year of Christ One thousand seven hundred and Seventy nine indebted to this Repliant in the sum of Two Hundred and twenty four Pagodas Current money of Madras, gave his Promissory note for the same Copy whereof marked with letter A is to this Repliants Bill annexed, and thereon, and thereby re ferred to, and as a further Security for the repayment thereof, the said Defendant did at the same time grant an Order on Mr Charles MacPherson then Paymaster of the first Regiment of Cavalry in the Service of the Nabob of Arcot, and which Regiment the said Defendant was a Cornet to pay to this Repliant or his Order the Sum of Two Hundred and

money, which Came into the the said Charles MacPherons hands
And to pass the same to account of this pay, as by the said Order
true Copy Whereof marked with letter C is hereunto annexed and
the Original in the possession of this Repliant, and ready to be pro-
duced when required, relation being thereunto had doth and
will more fully, and at large Appear, This Repliant further
saith that the said Order was presented to the said Charles Mac
pherson and by him accepted, but his Subsequent Death
which happened soon afterwards prevented the Discharge of
the said Promissary note through that intended medium, And
this Repliant admits it to be true as is stated in the answer
that the Defendant might have resided with the Jurisdiction
of this Honble Court for two years Subsequent to the tenth day
of April One Thousand seven hundred and seventy Nine, being
the Period when the said Promissory note fell due, But this
Repliant Cannot admit the truth of the Asseveration of the Defend
namely that this Repliant never did at any time before or
after that period, directly or indirectly demand payment of his
said Debt, on the Contrary this Repliant Solemnly Declares
as he will hereafter prove that the Defendant has sworn to a
falsehood and that in his Conscience he doth well know, that
this Repliant has frequently Demanded payment of this said
Debt. This Repliant prays leave to State that when the
said became due he immediately demanded from the said De-
fendant payment thereof, who then pleaded inability to
discharge it, but he mentioned to this Repliant that a con-
siderable sum was due to him from the Nabob on account
of Arrears of pay which he would appropriate to the dis-
charge of this Repliants Claim whenever it was forthcoming,
at the same time he requested a further loan of Five Pagodas
which this Repliant Advanced him, and took his Receipt,
Copy whereof marked with the letter **B** is to this Repliants
Bill of Complaint Annexed and therein and thereby
referred to. This Repliant further saith that the Defendant
having afterward received some pay, This Repliant respec
-ted that he would have Discharged his Debt agreeably to
the promise which he made But when applied to on that
behalf hereinbefore mentioned that he had purchased some goods
from a Pondicherry Merchants and that if he did not
pay for the same it would reflect disgrace upon himself
as well as upon his Country, and in the Manner while
the Defendant was possessed of the means to discharge
the Debt did he evade doing it. This Repliant further
saith that the said first Regiment of Cavalry did some
time or other in the Month of September or October in the
year one Thousand seven hundred and eighty, leave
their encampment at the Red Hills which is near to
Pondicherry and Came down to Saint Thomas's Mount,
a Village and Country Seat of the Governor of Fort St George
where they Encamped, and soon after their arrival there
news arrived of Hyder Ally Khaun's having broke out with
war, which Caused the Regiment to march back to the Red Hills
when this Repliant again Applyed to the Defendant who
was then leaving at the time in a Tavern for payment of
his Debt, and received a promise of its being punctually
Discharged in One Month But at the expiration of
the time fixed when called upon to make good his promise
the said Defendant Offered a Gold Watch which he said
was worth Two Hundred and fifty Pagodas and Requested
that it might be taken in lieu of the Debt which this
Repliant peremptorily Refused to do insisting that the
money should be paid, That in Consequence thereof
the said Defendant required a further indulgence of time
which this Repliant granted to him until business
rendering it absolutely necessary for this Repliant
to go to Tritchinopoly he informed the Defendant that

have recourse to legal measures to enforce the same on which occasion the said Defendant mentioned that as the then Pakeel of the said first Regiment was brother in law to the Repliant that he would pay the Amount of the note to him and therefore earnestly intreated, that it might be left with him, and this Repliant saith that in Order to accommodate the Defendant he did thereupon leave the said note with his Brother in Law who some time after this Repliants Departure for Europe duly sent to the Defendant to demand payment thereof but to his utter Surprize and astonishment the Defendant not only refused payment of the note, but denied that he was the person mentioned to have executed the same, and even went so far as to beat and ill use the person who presented it — This Repliant saith that such extraordinary Conduct being reported to him he affirm to the Presidency but on his arrival the Defendant had departed therefrom by which means this Repliant became utterly unaquainted with his situation and Consequently Unable to inforce the payment of this debt by Legal praeedure, And this Repliant saith that from that period he has from the nature of his Employ as an Inferior of the Honble Company, been mostly absent from the Presidency and it was but lately that this Repliant heard of the Return of the Defendant to Madras, when he took the earliest Opportunity to prefer his claim and this Repliant saith that he cannot precisely say who the the said Defendant did reside in Bengal after his Departure from the Jurisdiction of this Honble Court this Repliant being ~~utterly~~ unacquainted

unacquainted with his place of residence — If his Situation in Bengal had been publickly avowed and that this Repliant had known thereof, this Repliant Certainly would have used due diligence to prefer and make known his Claim and if to this Repliant knowledge he had lived within the Jurisdiction of the Court of Judicature he would have had recourse to legal process to enforce the same but totally un Acquainted with his place of residence this Repliant could not of Course do it —

And this Repliant humbly Conceives that the Statute of the 21st. James the First for the Limitation of actions was intended by the Legislature to protect and Countenance Litigious people in disputing the payment of their just and lawful debts and which Obviously must be the Case if the Defendant was allowed to prevail in the Plea which he has for upon these principles any debtor desirous of defrauding his Creditor need only to Conceal himself for six years and then appear and Say that his Claim was Cancelled by the act of Parliament and thus the Statute which the wisdom of the Legislature had thought fit to enact for the good of the Subject would be productive of more evils, than those which it was intended to remedy —

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

G. Chalmer
Atty for Repliant

C

Sir

Please to pay to Hisaarow Vakeel of the 1st Regt. of Cavalry or his order the Sum of Two hundred and twenty four Star Pags. out of the first of my money which Comes into your hands and pass the same to account of my pay &c

Camp Redhill 11th January 1794. (Signd) Daniel Murray

To Charles McPherson Esqr Paymr. of the 1st Regiment of Cavalry

(accepts) Chas. McPherson

true Copy

G. Shaloner

Atty for Repliant

Feb 20th Augt 1793

The Rejoinder of Daniel Murray of Madras Merchant, to the Replication of Kistna Row of the same place Inhabitant

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the many Errors, Uncertainties Insufficiencies and Imperfections, in the Complainants said Replication contained for Rejoinder thereunto, saith, that he will ever justify maintain and prove his said Plea and Answer, to the Repliants Bill of Complaint, and all and singular the matters and things therein contained to be good, true, and sufficient in the Law, to be replied unto in such manner and form as the same are therein and thereby set forth, and that the said Replication is very untrue, wasive and insufficient in the Law to be by this Defendant

Defendant rejoind unto for divers defects and imperfections therein contained, - and for further Rejoinder this said Defendant denies, as he always hath done, in his plea and Answer to the Bill of Complaint, to stand indebted to the repliant in the Sum of Six Hundred and thirteen Star Pagodas twenty Eight Fanams and ten Cash, or in any other Sum whatever nor can this Defendant allow than any matter has been shewn by him wherein he can justly make any such or other Claim. and for further rejoinder this Defendant saith that altho at this distant Period of time he cannot recollect the particular Circumstances of the Note of Hand and the order upon Charles McPherson and his acceptance of the same, neither can he state up to what period the accounts of the Regiment were settled by the Board or whether they are yet settle, but this Defendant saith, that he doth in the most positive manner deny the assertion of the Repliant which states that the Defendant had purchased goods which had put it out of his power to discharge this pretended Debt, as also he doth in like manner deny the further of the Defendant of his having in a Solemn and promising payment, or the offering a Gold Watch as a Security for the same, for the fact is, that upon his return from the encampment at the Redhills in the month of October one Thousand Seven hundred and Eighty, as stated by the Repliant he did as did also the other Officers of his Regiment hire and dwelle in a House at Triplicane belonging to the Nabob which had been provided expressly for them and with respect to the fabricated story of the Gold Watch as aforesaid, this

possessed of a Gold Watch of the value of two Hundred and fifty Pagodas or of any other Value during the whole or any part of the time that he was in the service of the Nabob, or for along time afterwards and therefore he could not offer that which he had not, and this Defendant craves leave to draw the attention of this Honble Court to the improbability that the aforesaid assertion is fact, because after the Replicant had found the great Difficulty which he States to have done in obtaining his money and had suffered as he says so much ill treatment from the Defendant its not likely that he would have refused a security valued as he says at five Hundred and fifty Pagodas, at the same time that the original Note upon which he has brought his action, and which constituted his then demand amounts to no more than two hundred and twenty four Pagodas and which being date in January one Thousand seven hundred and seventy Nine, could not have much Interest due upon it, at the period when this affair is said to have been made appears by the Replicants own showing to have been in the month of October or November one Thousand seven hundred and Eighty, and this Defendant saith, the assertion contained in his plea and answer stating that he did not quit the jurisdiction of this Honble Court till about the month of February one thousand seven hundred and Eighty two, is strictly true, and which was about fifteen months after the date of the Replicants return from Trichinopoly to the Presidency of the Replicant in his Replication, saith that upon his brother in law acquainting him that this Defendant had refused payment of the Note and had gone after to beat him he there returned to the Presidency but that on his arrival the Defendant had departed therefrom by which the Replicant became utterly unacquainted

and consequently unable to force the payment of this Debt by legal procedure whereas this Replicant doth solemnly affirm and will in due time prove to the convertion of this Honble Court that after the date as aforesaid, and previous to his departure for Bengal he served one Campaigne against Hyder Alby Khan, and remained several months at the presidency, nor did he quit the jurisdiction of this Honble Court until the period as before stated, say February one thousand seven hundred and Eighty two, therefore the assertion of the Replicant in his Replication is in this particular False and untrue, for he had not only the power to have commenced his suit against this Defendent but had ample time for so doing, and for which no reason can be assigned but that of the Replicants being conscious that no actual Debt was due to him from this Defendant, and this Defendant saith that the assertion contained in the Replicants said replication "that it was but lately that he heard of the Defendants return to Madras when he took the earliest opportunity to prefere his Claim" must in the very face of it be untrue, for this Replicant saith, and will in due time prove, that he hath been at the Presidency of Fort Saint George three Years last past all but one months, and that nearly two Years of which time he hath been employed as a Writer in the Office of the Military Secretary in the Honble the East India Company's Service, and as a further proof that the Replicant and his Money at Law know of his residence at Fort Saint George as aforesaid, this Defendant begleave to state that a suit at Law was commenced against him in this Honble Court upwards of two Years ago, by the Gentleman who is the Replicants said Attorney, as such it must appear almost impossible that the Replicant should

Bengal was not publickly alowed, as is falsely stated by the Re-
-pliant, for this Defendant saith that during his residence in
Calcutta he was employed as a Writer by the Commissary-
General, the Secretary and the Accountant General, attending
always in the publick offices of the Honble the East India Com-
-pany as well as being in Business for himself as a Merchant
and in the Course of which Business his Name frequently
appeared in advertisements in the publick Newspapers, -
and therefore the Replicant might have issued proces a
-gainst him from the Supreme Court had he thought
proper so to do, and therefore this Defendant humbly -
trusting that this Honble Court will be satisfied of
the evil Intentions of the Replicant towards him,
doth fully rely upon the Plea as stated in his Plea and,
Answer as aforesaid and humbly hoping that this
Honble Court will in their judgment determine
that the Petition is void and completly done away
under the Statute of Limitation enacted in the
twenty first year of the reign of Jeames the first
and which is fully allowed to bear to be in force in the
Scotish Settlements in India by the Honble the
English East India Company as by reference to
their Letter of the Day of addressed to the
Honble Court will appear the fifth paragraph of Which
Letter bearing as follows "We cannot omit that may incon
-venience arise from persons being at liberty to bring Ac
-tions for stale Demands, but we are advised that the Law
has left every one at Liberty to sue for his Demands at
any distance of time, and that it was not in the power of
any Court of Justice by any rule or order to confine a
person to a fixed time for the bringing of his

, recover his right this is continued till the 21st. James 1st. when an
Act was made which was called be imposed upon the Subject by
any less authority than Parliament, and therefore we cannot
deny it further that the Legislature has thought fit to do,
, and this Act is in force at our Settlements and the Mayors Court
, must conform to it — and lastly this Defendant saith
that all and every other the Matters and things mentioned
in the Replants Replication, and to which this Defendant
hath not particularly rejoined unto are Irrelevant to the Mat
-ter in question in this Cause and therefore unnecessary and
improper for this Defendant to rejoin unto —

All which matters and things this De
-fendant is ready to aver maintain and prove as such Man
-ner and forme, as this Honble Court shall direct, and
therefore humbly prays as before in his said answer he
hath already prayed —

J. P. Cook
Atty for Defendt

Interrogatories to be Adminis
-tered to such Witnesses as shall
be produced Sworn and Examined
in a certain Cause now depend-
-ing and at Issue in the Honble
the Mayors Court at Madras-
-patnam Wherein Christna Row
is Complainant and Daniel
Mercy is Defendant
On the Part and Behalf of the Complainant

To all the Witnesses. Interrogatory 1st. Do you know the Parties, -
Complainant and Defendant in the Title of this Interroga

them or either and which of them Deelare.

Venicata Row Interrogatory 2d. Did you, or did you not, being to the First Regiment of Native Cavalry late in the Service of the Nabob of Arcot during the whole of the Year One thous and seven hundred and seventy nine? If yea, in what capacity did you serve, and at what Station did you particularly fall in the said Regiment and by whom was the said Regiment then Commanded? Did or did not the Complainant and Defendant in the Stile of these Interrogatories named also serve in the said Regiment and in what Stations respectively. Do you or do You not know or have you heard, that the said Defendant some time in the beginning of the said Year One Thousand seven hundred and seventy nine became Indebted to the Complainant in the Sum of Two hundred and twenty four Pagodas or in any other and what Sum of Money, and in what manner did he become so Indebted to him as you Remember, and did the said Defendant Grant any what Security for the same If yea; Look at the Exhibits now produced and Shewn to you at this the time of your Examination marked with the Letters A and C. Is or is not the said Exhibits of the proper hand Writing of the said Defendant Daniel Murray, and was or was not the same granted by the Defendant to Secure the Repayment of the Money so borrowed and were you present when the Complainant sent the same to the Defendant So or is not the Name Charles Macpherson at the foot of the said Exhibit C of the proper hand Writing of Charles Macpherson late pay Master of the said first Regiment of Cavalry, and do you know whether the said Promissory Note or any part thereof was discharged by the said Charles Macpherson, and if not Why not? Let forth the particulars fully and at Large as the Matter required of you by this Interrogatory, and the Fourth declare—

87

Ditto. Interrogatory 3d. were you, or were you not present, and at what time when the Complainant demanded from the Defendant Payment of the Promissory Note or Exhibit A in the aforegoing Interrogatory mentioned? If yea did the said Defendant refuse to pay the same or did he allege Inability, or make any and what Excuse for not discharging it. Did or did not the Defendant at that time request the Complaint to supply him with a further Sum. If yea did the Complainant Comply with his Requesiteon or not and did he or did he not obtain a Receipt for the same? If yea look at the Paper Writing now produced and Shewn to you at this the time of your Examination marked with the Letter B. Is it of the proper hand Writing of the said Defendant Daniel Murray or not and did he or did he not write the same in your Presence. Do You or to you not Remember that the said Defendant did soon afterwards receive some and what Arrears of Pay, If yea did or did not the Complainant again demand Payment of the Promissory Note, and were you then present and did the said Defendant Comply with his requesition, or did he allege any and what particular reason for not discharging it. Did or did not the said First Regiment of Cavalry some time and how long afterwards return to Saint Thomas mount? If yea did the said Complainant to your knowledge renew his Demand for payment, and were you or were you not present when the Defendant requested the Complainant to take some and what Notale of Goods in Liquidation of his Debt? If yea did the Complainant accept thereof, or what answer did he make thereto to the best of your Remembrance and at what

particulars fully and at Large and the Truth Declare—

Venceta Row Interrogatory 4th. Did or did not the Complainant leave Madras and go to Trichinopoly sometime in the Year One Thousand seven hundred and Fifty One and did he or did he not previous to his departure deposit with you the Exhibits AB and C. produced during Your Examination? Did you or did you not in Consequence thereof make and application to the Defendant for the payment of the Money due to the Complainant? If yea through whose means did you make such Application whether by Yourself or through the means of any other person and how by Name and what particular Answer did he give to the Applications that were made to him for the said Money? Did or did not the said Defendant afterwards and at what time depart from Madras and when proceed to as you know or have heard, Has or has not the said Complainant since that period been mostly absent from Madras and what particularly Occasion has he followed—

To all the Witnesses Interrogatory Last Do you know of any other Matter Cause or thing that may tend to the Benefit and Advantage of the Complainant in this Cause? If yea declare the same fully as if you had been thereunto particularly Interrogated—

G. Shebbeare
atty for Complainant

89

Mayors Court at
Madraspatnam

Between Ristna Row is Complainant and Daniel Murray 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—

Venceta Row Banyan Vakeel Inhabitant of Trichinopoly Aged thirty eight Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the twenty ninth day of November One Thousand seven hundred and Ninety three Sworn and Examined at the Office of Mr George Billington Clerk who is Attorney for the Defendant by Cassavah my Interpreter who also left them 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 Ristna Row in this Cause and that he hath so known him twenty three Years or thereabouts—and that he doth know the Defendant Daniel Murray in this Cause and that he hath so known him fifteen years or thereabouts—and more he saith not to this first first Interrogatory—

2d ..... To the Second Interrogatory this Deponent saith that he did belong to the first Regiment of Native Infantry late in the service of the Nabob of Arcot during the whole of the year One thousand seven hundred and Seventy Nine—and that he served in the capacity of a Vakeel and that the said Regiment was then commanded by Captain Dugal Camp bell this Deponent saith that the Complainant and Defen-

the capacity Cash keeper with Mr. Macpherson the Paymaster of the said Regiment and the Latter in the capacity of a Cornet in the said Regiment this Deponent saith that he doth know that the said Defendant some time in the beginning of the said year One Thousand Seven hundred and seventy nine became indebted to the Complainant in the Sum of Two hundred and Twenty four Pagodas by borrowing that Sum from the Complainant this Deponent saith that the said Defendant did execute a Paper Writing to the Complainant for that Sum this Deponent hath marked with the Exhibit now produced and shown to him at the time of his Examination marked with the Letter A &c. and says that the said Exhibit are of the proper hand writing of the said Defendant Daniel Murray and that the same were granted by the Defendant to secure the repayment of the Money so borrowed and that he was present when the Complainant lent the same to the Defendant this Deponent saith that the Name Charles Macpherson at the foot of the said Exhibit &c is of the proper hand writing of the said Charles Macpherson late Paymaster of first Regiment of Cavalry this Deponent saith that no part of the said Note was discharged by the said Charles Macpherson because he had no Money to discharge the same and more he saith not to this second Interrogatory

To the third Interrogatory this Deponent saith that he was present many times when the Complainant demanded from the Defendant payment of the Promissory Note or Extract A in the aforegoing Interrogatory mentioned but that the said Defendant did not refuse to pay the same and only pleaded his inability to discharge it this Deponent

Deponent saith that the Defendant did at that time request the Complainant to supply him with a further Sum of five Pagodas and that the Complainant did comply with the Defendants requisition and obtained a receipt for the same this Deponent hath looked at the Paper Writing now produced and shown to him at this the time of his examination marked with the Letter B and says it is of the proper hand writing of the said Defendant Daniel Murray and that the Defendant did write the same in the presence of this Deponent this Deponent saith that he recollects that the said Defendant did soon afterwards receive some arrear of Pay but this Deponent doth not know how much this Deponent saith that the Complainant did again demand payment of the Promissory Note in the presence of this Deponent but that the said Defendant did not comply with such demand but alledged that he was obliged to pay the Money he had received for arrear of pay to some Merchants at Pondicherry from whom he had purchased different Notes promising at the same time to discharge the Complainants demand in a short time this Deponent saith that the first Regiment of Cavalry did about one Year afterwards return to St. Thomas's Mount and that the Complainant did renew his demand for Payment this Deponent saith that he was present when the Defendant requested the Complainant to take a Gold Watch in liquidation of this debt but that the Complainant did not accept thereof but answered that he must be paid in ready Money this Deponent saith that the Defendant did Reside at a House near the China Bazar in the Black Town of Madras and more he saith not to this third Interrogatory

To the fourth Interrogatory this Deponent saith that the Com

in the Year One Thousand seven hundred and eighty one and did previous to his departure deposite with this Deponent the Exhibits A B & C produced during his examination this Deponent saith that he did in consequence thereof make several applications to the Defendant for the payment of the Money due to the Complainant and that the Defendant told this Deponent that he would discharge the same as soon as he was in Cash this Deponent Saith that he hath heard the Defendant did afterwards depart from Madras and go to Bengal some time about the end of the Year One Thousand seven hundred and eighty One and about twenty days after he made his last application for the payment of the Money due to the Complainant as aforesaid this Deponent Saith that the Complainant has since that period been mostly absent from Madras and that he has filled the Station of Ramisdar &c

more he saith not to this or to the last Interrogatory

Thos. Parry

Additional Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam Wherein Kistnow Row is Complainant and Daniel Murray Defendant.

On the Part and behalf of the Complainant

To all the Witnesses Interrogatory 1st Do You know the Parties Complainant and Defendant in the Title of these Interrogatories named?

named? If yea how long you or knew them or either and which of them? Declare

Ram Row Interrogatory 2d Were You, or were you not present in the Year of Christ, One Thousand, seven hundred and Eighty One or at any other and what time, to the best of your Recollection when the Complainant demanded from the Defendant Payment of a Promissory Note for Two hundred and twenty four Pagodas, or for any other, and what Sum? If yea did the said Defendant then Discharge the said Note or promise to do so at any and what further period; Were you or were you not afterwards present when the Complainant again demanded Payment of the same? If yea, set forth the particular conversation that passed between the Complainant and Defendt. relative to the said Promissory Note and whether the Defendt. made an offer of any and what Goods in Liquidation of the said Note And whether the Complainant agreed to accept or otherwise refused to take the same and for reason for so refusing as you remember. At what house or Place did the said Defendant at that time reside, and how long did he remain at Madras and where afterwards depart to? Set forth the particular fully and at large with the several Matters enquired of you by this Interrogatory and the Court Declare.

Moatiam Interrogatory 3d Look at the Paper Writing now produced and shewn to you at this the time of your Examination marked with the Letter A purporting to be a Promissory Note from the Defendant to the Complainant in the Title of these Interrogatories Named. Were You or were You, not sent to Demand Payment of the same from the Defendant in the Title of these Interrogatories named? Were you

their Person, and who by Name and in what Year, to the best of your remembrance. Did the Defendant agree or otherwise refuse to pay the said Note and did any and what parties her Conversation pass between him and you on the occasion and did you receive any and what violent Treatment from him, and at what house or Place did the said Defendant then reside? set forth the particulars fully and at large and the Truth declare.

Lt. Col. Dugald Campbell Interrogatory 4th. Did you or did you not Command the first Regiment of Native Cavalry in the Service of the Nabob of Arcott during the Years One Thousand seven hundred and seventy Nine, Eighty, and Eighty one? If yea, did or did not the said Complainant and Defendant serve in the said Regiment under you, and in what Stations respectively. Did or did not the said Defendant quit the said Regiment some time in the Year One Thousand Seven hundred and Eighty one, or at any other and what time. And did he or did he not soon afterwards leave Madras? If yea, was it publickly known where the said Defendant went to reside, or did you know it yourself particularly? Do you or do You not know or have You heard that the Complainant has been employed by the Rundle Company for some Years past as a Renter in the interior parts of the Century? And are you acquainted with the Character or manner of Hand Writing of the Defendant? If yea, look at the Exhibit now produced and shewn you at this the time of your Examination marked with the Letters A. B. C. as the said Exhibits respectively of the Hand Writing of the said Defendant and is the Name Charles Macpherson at the foot of the Exhibit marked B of the Hand Writing of Charles Macpherson late Pay Master of the said first Regiment of Cavalry? Set forth the particulars enquired of

of you by this Interrogatory fully and at large and the truth declare.

To all the Witnesses. Interrogatory Last Do you know of any other Matter Cause or Thing that may tend to the Benefit and advantage of the Complainant in this Cause? If yea, set forth the same fully as if you had been thereunto particularly Interrogated.

G Palmer
Complainants Atty

Mayors Court at
Madraspatnam

Between Kistna Row
is Complainant and Daniel
Murray Defendant

On the Part of the Complainant

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

Ram Row Mootaudy or Native Writer Inhabitant of Arcott Aged forty three Years or thereabouts being produced as Witness in this Cause On the Part of the Complainant was on the twenty fifth day of December One Thousand Seven hundred and Ninety three Sworn at the Office of Mr. George Billington Cook who is Attorney for the Defendant by Cavash my Servant who also left him a Mate 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 viz.

1st. To the first Interrogation this Deponent saith that he doth know the Complainant Kistna Row in this Cause and that he hath so known him fifteen Years or thereabouts and that he doth know the Defendant Daniel Murray in this Cause and that he

Complainant to Tritchinopaly & more he saith not to this or to the last Interrogatory

Thos Barry
Ext

Mayors Court at Madrasapatnam

Between Richard Rickman Row is Complainant and Daniel Murray is Defendant—

On the Part of the Complainant

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

Mootean Jonas the Inhabitant of Mayaveram Aged thirty Eight Years or thereabouts— being produced as a Witness in this Cause on the Part of the Complainant was on the nineteenth day of December One Thousand seven hundred and Ninety three Sworn and Examined at the Office of Mr George Pilkington Cook who is Attorney for the Defendant by Command my Servant who also left him a Note of the Same title and place of the of the said Defendt. and afterwards on the same day deliver'd and Examined deponeth as— followeth—

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Richard Row in this Cause and that he hath so known him Twenty Years or thereabouts and that he doth know the Defendant Daniel Murray in this Cause and that he hath so known him twelve Years or thereabouts and more he saith not to this first Interrogatory—

3d To the third Interrogatory this Deponent hath looked at

purporting to be a Promissory Note for the Defendant to the Complainant in the Bills of this Interrogatories named and says that he was sent to demand payment of the same from the Defendant in the Bills of this Interrogatories named — this Deponent saith that he was so sent by one Venata row Brother in law to the Complainant / in whose Care the said Note was left by the Complainant / some time in the year One Thousand seven hundred and Eighty One this Deponent saith that the Defendant did not refuse to pay the said Note but offered to pay the same if this Deponent would deliver into his hands the said Note — but this Deponent apprehensive that the Defendant would not perform his promise if he got possession of it showed him the said Note and required him to pay the Money as in the Bills in which account the Defendant was angry with this Deponent and offered to beat him this Deponent telling him at the same time that his Name was not Daniel Money — which Circumstance this Deponent communicated to the said Venkata Row who thereupon went to the Defendant and after having had some Conversation on the subject returned and and acquainted this Deponent that the Defendant was ready to pay the Money and that he was only angry with this Deponent for having demanded the Money as aforesaid when three or four Gentlemen were present — this Deponent saith that the Defendant resided at that time at a Punch House near the China Bazar — and more he saith not to this nor to the last Interrogatory —

Sworn

Thos Parry

Secy

95

Mayors Court at
Madraspatnam

Between Kistna Row is Complainant and Daniel Money is Deponent —

On the Part of the Complainant

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

Dugald Campbell Lieutenant Colonel in the Honble Companys Service — Aged forty five Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the seventeenth day of December One Thousand seven hundred and Ninety three — Sworn & Examined at the Office of Mr George Pilkington Cook 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 Kistna Row in this Cause and that he hath so known him twenty Years — and that he doth know the Defendant Daniel Money in this Cause and that he hath so known him twelve Years or thereabouts — & more he saith not to this first Interrogatory —

4th ..... To the fourth Interrogatory this Deponent saith that he did command the first Regiment of Native Cavalry in the Service of the Nabob of Arcot in the Year One Thousand seven hundred and Seventy Nine and part of the Year One Thousand seven hundred and Eighty — but not in the Year One Thousand seven hundred and Eighty One — this Deponent saith that the said Complainant and Defendant did serve

a Writer and the latter as a Cornet this Deponent saith that he hath heard the Defendant did quit the Comp: where at Cuddalore in the beginning of the Year One Thousand Seven hundred and Eighty One – but this Deponent saith that he hath not heard when he left Madras this Deponent saith that he hath heard that the Defendant went to reside at Bengal – but he saith he knows not hath he heard at what particular time – this Deponent saith that he hath heard that the Complainant has been employed by the Honble Company at different times as a Renter in the interior parts of the Country – this Deponent saith that he is acquainted with the manner and character of the hand writing of the Defendant – this Deponent hath before him the Exhibits now produced and shewn to him at the time of his Examination marked with the Letters A B C and says that he believes the body of the said Exhibit A. is all of the hand writing of the said Defendt. but that the Signature thereto is of the proper hand writing of the said Defendant this Deponent saith that he cannot say whether the the body of the said Exhibit B. and the Signature thereto are or are not of the hand writing of the said Exhibit C. to be of the proper hand writing of the Defendant except the words at the foot thereof "accepts Charles Macpherson" which are of the proper hand writing of Charles Macpherson who was Paymaster of the said first Regiment of Native Cavalry when under the Command of this Deponent and more he saith not to this or to the last Interrogatory –

Thos. Carry
Lt.

Dugd. Campbell
Lieut.

Mayors Court at Madraspatnam — Tuesday the 11th. day of February Anno Domini 1794 –

Present

Henry Chichley Michell Esqr. Mayor
Andrew Ross – John Mitford and
Benjamin Roebuck – Aldermen

Between Kistna Row of Madras Inhabitat Complainant and Daniel Murray of the same place Merchant but late a Cornet in the Ist. first Regiment of Cavalry in the Service of the Nabab of Arcott 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 three Exhibits annexed, the Defendants Plea and Answer with Copies of Seven Exhibits annexed the Amended Replication with Copy of an Exhibit marked with the Letter C annexed the Rejoinder the Interrogatories and Depositions of the part of the Complainant and Exhibits marked A B and C. annexed 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 Defendant do pay

and that the appellants Petition be hence dismissed with Costs.—

Rec.d Robert Clerke Clk.

Extract from the Minutes of the Court held at the Town Hall on Tuesday the 28th Day of January Anno Domini 1794.—

Present

Henry Chichley Michell Esq.r Mayor
Josias DuPré Porcher — Andrew Ross and
William Abbott — Aldermen

Teagary Butten
Pltff
Poodoocherry Sooba Butten

Mr. John White Attorney for the Petitioner Chin gah Button prays leave to decline acting for want of Money and Instruction Ordered Accordingly unless Cause be Shewn to the Contrary by Next Court day 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.—

Wherein Chingah Button Petitioner
In the Cause of
Teagary Button — Complainant —
and
Poodoocherry Sooba Button Defendant —

hundred and thirteen Star Pagodas Twenty eight Fanams and Ten Cash Star Pagodas 613.28.10. together with all such Interest as now is or shall hereafter become due from said Estate Payment is made to be all Costs of this Suit.—

Rec.d

Court of Appeals
Madraspatnam } ss. Saturday the 7th day of June Anno Domini 1794.

Between Daniel Murray of Madras Merchant but late a Cornet in the Old first Regiment of Cavalry in the Service of the Nabob of Arcott Appellant and Kistna Row of the same place Inhabitant Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 11th day of February Anno Domini 1794. upon due Consideration had of the matters therein severally Contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed that the said Decree of the Honble the Mayors Court be Affirmed except in respect to the Charge of Interest at 12 p Cent p Annum upon the Original Sum of Pagodas 229—/ which the Court doth think fit to Alter and Decree shall be at and after the Rate of 8 p Cent p Annum and—

Filed 27th Nov. 1793

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Paul Sachina by his Constituted attorney Daniel Johnson of Madras Inhabitant that Thomas Thomas of Madras Merchant Stands indebted unto Your Orator in the full and just Sum of Six hundred and eighty Star Pagodas forty two fanams and Seventy Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of eight Shilling for every Pagoda the Sum of Two hundred and seventy two Pounds seven Shillings and seven Pence whereabouts as will more fully and at large appear by the Copie of a Bond and 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 whereof are in the Possession of your Orator said attorney 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 Six hundred and eighty Pagodas forty two fanams and Seventy Cash—

But now so it is and may it please this Honble Court the said Thomas Thomas obstinately and wilfully refuses to pay the same or give your Orator any manner of Satisfaction touching the premises Your Orator prays a General Relief and as this Honble Court shall appear agreable to equity and good conscience To the end therefore that the said Thomas Thomas may upon his Corporal Oath full true direct

This Deponent maketh oath and saith that he did on the fifth day of this present month of February personally serve Chingah Butten the above named Petitioner with a Copy of the within Extract from the minutes of this Honorable Court.—

William Herbert

Sworn to in Court
this 11. February 1794—

C. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th day of February Anno Dominis 1794—

Present
Henry Chichley Michell Esqr. Mayor
Andrew Ross — John Hitland and
Benjamin Roebuck — Aldermen

Teagaroy Butten
Son
Pondicherry Sooba Butten

Affidavit of William Herbert one of the Serjeants of the Court of Service of Notice upon the Petitioner of his attorney's having prayed leave to decline acting Sworn to in Court read and filed this day— Ordered that Mr. John White be permitted to decline acting— The attorney for the Respondent prays that the Petitioner may be at next Court Day appoint another attorney to act for him— Ordered accordingly.—

answer make to all and singular the Matters and things
herein before set forth and alleged as fully truly and effectu-
ally to all intents and purposes as if the same were here again
repeated and particularly interrogated and that he may be
Decreed to pay unto Your Orator the aforesaid Sum of Six
hundred and eighty Pagodas forty two Fanams and Seventy
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 Thomas Thomas to be Summoned
and required by the Sheriff of Fort Saint George Town
Madrapatnam 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
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
the day of November 1792
This Bill was sworn to
before the Judges of Adjournment
Let a Summon issue returnable
next Court day

Jos. Milford
Mayor

R. Williams for
S. Popham & Self
Attornies for Complt.

Penalty
1522 - - -
761 - - -

Know all Men by these Presents that I Thomas
Thomas of Madras Merchant am held and firmly bound
unto Paul Seelenia of the same place Inhabitant in the penal
sum of One Thousand Five Hundred and twenty two Star
Pagodas to the payment whereof well and truly to be made
to the said Paul Seelenia his heirs executors administra-
tors 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 thirtieth day of November in the Year One Thousand Se-
ven hundred and Ninety two

Whereas the above bound Thomas Thomas hath borrowed and
receive of the above named Paul Seelenia the full and just Sum
of Seven hundred & Sixty one Star Pagodas to own at interest
at the Rate of twelve (12) per Cent per Annum Payable one
Month after date

Now the condition of this Obligation is such that if the above
bound Thomas Thomas his heirs Executors Administrators or
Assigns shall well and truly pay or cause to be paid unto
Paul Seelenia his heirs Executors administrators or Assigns
the full and just Sum of Seven hundred and sixty one 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

Thos. Thomas (L.S.)

A True Copy
R. Williams
for S. Popham & Self

Mayor's Court at Madraspatnam — Tuesday the 11th Day of February Anno Domini 1794

Present

Henry Rickley Michell Esqr. Mayor
Andrew Ross — John Mitford and
Benjamin Roebuck — Aldermen —

Between Paul Sedons by his Constituted Attorney Daniel Johnson of Madras Inhabitant Complainant and Thomas Thomas of Madras Merchant Defendant.

It Appearing by the Records of this Court that the usual Rules have been issued for the Defendant to answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just sum of Six Hundred and Eighty Pagodas Forty two Fanams and Seventy Cash / Pagodas 680.42.70/ together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Cost of this Suit

Hcr

Extract from the Minutes of the Court Held at the Town Hall on Tuesday the 11th Day of February Anno Domini 1794 -

Present

Henry Chichley Michell Esqr. Mayor

Andrew Ross - John Mitford and -

Benjamin Roebuck - Aldermen

Collah Kwanapah Chitty alias Collah Singanah

versus

Daniel Murray

Affidavit of William Herbert of Service of Notice upon the Defendant of his Attornies having prayed Leave to decline acting Sworne to in Court read and filed this Day. Ordered that Messrs. Popham and Williams be permitted to decline acting - The Attorney for the Complainant prays that the Defendant may appoint another Attorney to act for him - Ordered Accordingly -

Filed the 8th Feby 1794.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Alexander Davidson late Merchant in the Service of the united Company of Merchants of England trading to the East Indies under their presidency of Fort Saint George Executor named in the last Will and Testament of John Douglas late also of Fort Saint George aforesaid Merchant deceased by his Attornies Thomas Chase Thomas Parry and Henry Samuel

Filed 11th Feby 1794

Extract from the Minutes of the Court Held at the Town Hall on Tuesday the 28th day of January Anno Domini 1794

Present

Hz Chz Michell Esqr. Mayor

Jas Balfour Forbes Andrew Ross

Wm Abbett Aldermen

Collah Kavanapah Chitty alias Collah Singanah Chitty

versus

Daniel Murray

Messrs Popham & Williams Attornies for the Defendant pray leave to decline acting for want of money 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.

Collah Kavanapah Chitty alias Collah Singanah Chitty

versus

Daniel Murray

Affidavit of William Herbert

This Deponent maketh Oath and saith that he did on Saturday last the Eighth day of the Present month of February go to the usual place of Residence of the above named Defendant and this Deponent saith that as no inquiry he did not find the said Defendant, the this Deponent do then and there leave a true Copy of the within Extract -

William Herbert

Sworn in Court this 11th Feby 1794

G. Taylor Regr.

said John Douglas did depart this Life sometime in the
year of our Lord One thousand Seven hundred and Eighty three
having first duly made and published his last Will and
Testament in Writing and did therein and thereby Nominated
and appointed Charles Smith Samuel Johnson Richard
Leathem Benjamin Wenthrop Richard Parks and Your
Orator Executors thereof and your Orator Sheweth that the
said Charles Smith Samuel Johnson Richard Leathem
Benjamine Wenthrop and Richard Parks not appearing
to prove the said Will of the said John Douglas and take out
probate thereof Your Orator did duly prove the same in
this Honble Court in its Capacity of Prerogative Ordinary and
did on the Ninth day of December which was in the Year
of Our Lord One thousand seven hundred and Eighty three
take upon himself the Sole Execution
of said Executorship and Your Orator sheweth that being
Lloyd Island Fort Saint George aforesaid and proceed to a
situation at many Considerable distance therefrom and be
ing thereby unable of himself to transact the affairs of
the Estate of the said John Douglas he did nominate Consti-
tute and appoint Vincentio Corbett a Senior Merchant
in the service of the said United Company of merchants of
England trading to the East Indies under their said Presidency
of Fort Saint George aforesaid and Hugh Boyd also of
Fort Saint George aforesaid Esquire his attorneys jointly
to attend the management of the said Estate of the benefit
and advantage thereof relying on the Integrity and good faith
of the said Vincentio Corbett and Hugh Boyd in the pre-
mises and your Orator sheweth that the said Vincentio
Corbett and Hugh Boyd in consequence of such

nomination and appointment of your Orator as aforesaid did enter
upon the management of the affairs of the said Estate of the said
John Douglas and did receive and pay sundry sums of Money on ac-
count thereof and did do and perform other acts therein as the
attornies of your Orator as aforesaid and your Orator Sheweth
that sometime afterwards having good Cause to be dissatisfied
with the Conduct of the said Vincentio Corbett and Hugo Boyd
in the premises he did revoke the Power to them the said Vin-
centio Corbett and Hugh Boyd granted as aforesaid and in
their place and stead did nominate Constitute and appoint
the said Thomas Chase Thomas Parry and Henry Sewel
your Orator attornies for the management of the affairs
of the said Estate of the said John Douglas deceased and
your Orator Sheweth that he did by his said attornies
the said Thomas Chase Thomas Parry and Henry Sewel
demand from the said Vincentio Corbett and Hugh Boyd
the property belonging to the said Estate of the said John
Douglas deceased and which had come into their Custody
and possession as attornies as aforesaid and to give an ac-
count of all receipts and disbursement and how and
in what manner the same had been Made and applied
and what Balance remained in their hands and your
Orator Sheweth that the said Vincentio Corbett and Hugh
Boyd did thereupon deliver unto Your Orators said
attornies the said attornies the said Thomas Chase
Thomas Parry and Henry Sewel an account Current
with the said Estate of the said John Douglas Deceased
whereof a Copy is hereunto annexed for the inspection
of this Honble Court to which Your Orator begs leave
to refer and prays the same may be admitted as part

of this his Bill of Complaint the Original whereof being ready
to be produced when required and your Orator further he-
-weth unto this honble Court that in and by the said account
Current by the said Vicentio Corbett and Hugh Boyd relive
and unto your Orator said attornies as aforesaid there appeared
a Balance of Cash in the hands of the said Vincentio Corbett
and Hugh Boyd due to your Orator as Executor as afore
said amounting to the Sum of Four Thousand Nine
hundred and thirty three Pagodas forty two fanams and
Eight Cash and the same is now due and owing to your
Orator together with Interest thereon from the thirtieth
day of the Month of October which was in the Year of
of Our Lord One thousand seven hundred and Ninety and
thereupon your Orator sheweth that the said Vincentio
Corbett and Hugh Boyd at
unto your Orator in the full and Just Sum of Five Thou
-sand and Eighty one Star Pagodas forty two fanams and
fifty three Cash Current Money of Madras making
in Sterling Money of Great Britain at the Rate of Eight
Shilling for every Pagoda the Sum of Two Thousand and
thirty two pounds fifteen Shillings & five pence or there
-abouts as will more fully 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
that he hath frequently and in a friendly manner re-
-quested payment from the said Vincentio Corbett and
Hugh Boyd of the said Sum of Five Thousand

one Pagodas forty two fanams and fifty three Cash and further other
-wise to account with your Orator for all and every such further
and other Sum or Sums of money as they the said Vincentio Cor-
-bett and Hugh Boyd may having their power custody or
possession and which have so come into their power custody possession as
the attornies of your Orator as aforesaid and that they the said Vincentio
Corbett and Hugh Boyd would deliver unto your Orator all Bonds
Bills Notes Books and Papers of every description and denomina
-tion as they the said Vincentio Corbett and Hugh Boyd may at
any time have become possessed of as the attornies of your Orator
as aforesaid and your Orator well hoped that they the said Vin
-centio Corbett and Hugh Boyd would have complied with such
your Orators Just and reasonable Request as in Equity they ought
to have done -

But now so it is may it please this honble
Court that the said Vincentio Corbett and Hugh Boyd Combi
-ning and Confederating to and with diverse persons to your
Orator at present unknown whose Names when discovered
your Orator prays may be inserted herein with apt words to
charge them contriving how to defraud your Orator absolutely
refuse to pay unto your Orator the said Sum of Five Thousand
and Eighty one Pagodas forty two fanams and fifty three Cash
to render unto your Orator an account of such further and
other sum or sums of money which they have become possess
-ed of as the Attornies of your Orator as aforesaid or to deliv
-er up to your Orator the Bonds Bills notes Books and pa
-pers which the said Vincentio Corbett and Hugh Boyd have
became possessed of as the Attornies of your Orator as aforesaid
sometimes pretending that they are indebted unto Your
Orator in very trifling sums only Whereas Your Orator
Charges and is the truth is that the said Vincentio Corbett

indebted unto your Orator charging and so the truth is that over and above the said Sum of Five Thousand and Eighty one Pagodas forty two Fanams and fifty three Cash the said Vincentio Corbett and Hugh Boyd are in the possession of other Sums of Money as the Attorneys of your Orator aforesaid owed which they sometimes are willing to admit but this they pretend not and pretend that they did sometime in the month of April which was in the Year of our Lord one Thousand Seven hundred and Eighty Nine pay off and discharge a Balance due to Robert Maxwell Esquire upon Bond for Three Thousand Pagodas Accounting to the sum of two Thousand and five hundred and ten Pagodas whereas your Orator charges and so the truth is that the said Balance upon the said Bond of the said Robert Maxwell is still due and owing and that the said Vincentio Corbett and Hugh Boyd have not paid of the same or any part thereof and although the said Vincentio Corbett and Hugh Boyd pretend and pretend that they had delivered unto your Orator all Bonds notes Books and papers which they have at any time become possessed of and which were in their possession as the Attornies of your Orator aforesaid your Orator charges and so the truth is that the said Vincentio Corbett and Hugh Boyd still withheld and have now in their power custody or possession outstanding Bonds Bills Notes and Papers and which they so became possessed of as the Attornies of your Orator as aforesaid and but of which same or some part thereof they the said Vincentio Corbett and Hugh Boyd refuse to discharge All which Actings and doings of the said Vincentio Corbett and Hugh Boyd are contrary to the Rules of Equity and good Conscience and tend to the

of your Orator Intended. Consideration whereof and forasmuch as your Orator is utterly remediless in the premises but by the said and assistance of this Honble Court

To the End therefore that the said Vincentio Corbett and Hugh Boyd and their Confederate when discovered may upon their several Corporal oaths true and perfect answer make to all and singular the premises as fully and particularly as if the same were here again repeated and interrogated and that the said Vincentio Corbett and Hugh Boyd may respectively particularly set forth whether John Douglas did not make such last Will and Testament as hereinbefore mentioned and whether the said John Douglas did not depart this life sometime in the Year of our Lord one Thousand Seven hundred and Eighty three and whether upon his death your Orator alone did not prove the said Will in this Honble Court in its Capacity of Kings Advocate and that the said Vincentio Corbett and Hugh Boyd may respectively set forth and particularly say whether your Orator did not at some time in the year of our Lord one Thousand Seven hundred and Eighty Seven or at some and what time Nominate Constitute and appoint them the said Vincentio Corbett and Hugh Boyd your Orators Attornies for the purpose of managing the affairs of the Estate of the said John Douglas and whether in Consequence thereof your Orator or some one whom for him did not deliver over to the said Vincentio Corbett and Hugh Boyd certain and what Effects Bonds Bills Notes Books and papers that had come in to your Orators possession as Executors as aforesaid

and Hugh Boyd may set forth and particularly describe the same and how and in what manner the same have been applied or disposed of and how much and what part thereof remains in their hands custody or possession or power and where and in whose hands all or any part thereof more is or are and that the said Vincentio Corbett and Hugh Boyd may particularly answer set forth and say to whom they did pay the Amount of the Balance of the said Bond of the said Robert Maunsel and if they should present that they have paid off and discharged the same but that they do not recollect to whom that then the said Vincentio Corbett and Hugh Boyd may set forth and say whether the said Bond was at the time of such pretended payment delivered to the said if not why not or what hindered them at the time of such pretended payment to obtain any receipt or other Acknowledgment or Voucher on account thereof and that they may set forth the particulars thereof that the said Vincentio Corbett and Hugh Boyd may set forth and say whether they do not stand indebted unto your Orator in the said Sum of Five thousand and Eighty one Pagodas forty two fanams and fifty three Cash and Account with your Orator for such further and other Sum as the said Vincentio Corbett and Hugh Boyd as Attorneys as aforesaid may be due and owing to your Orator as Executor as aforesaid and now in their power Custody or possession and that your Orator may have such further and other Relief in the premises as to this Honble Court shall seem Meet.

May it Please this Honble Court to Cause the said Vincentio Corbett and Hugh Boyd to be summoned and required to appear before the Mayor of Fort St George Town of Madraspatnam and the Assistants 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.

Stuart Hall

Jno. Hamilton

Attys for Compltt.

Dr. The Estate of the late John Douglas Deceased Cr

1787 Decr	4	To Cash paid Catharina Peters for her and her sons Subsistance five months pay from the 1st March to the 31st august 1787. at the rate of twenty five pagodas p Month	150				
		To Sundry Pay & a Person for 5 months from 1st August to 31st november 1787. @ 1 Pagl p Mo	4				
		To Cash paid for Mr Douglas Child Subsisting from 1st March to the 1st Sept. is 6 months at 2 Pagl p month is	12				
	13	To a Mixture Vomitory &c	11				
		To a Concoply Cephalic Lenitive	3				
		To a Pill	1	23	166		
1788 Janry	1	To Cash paid Catharina Peters for her and her sons Subsistance 4 months pay from 1st Septr to the 31st Decr @ the rate of twenty five pagodas p Month is	100		142		
		To Sundry Pay & a Person for 2 months pay from 1st Decr 87 to 31st Janry 88	8				
		To a Mixture Vomitory &c	10				
		To a Concoply Cephalic Lenitive	3				
		To a Pill	1	28	122		
Febry	29	To Cash paid for Mr Douglas Childs Schooling for this month & a Book	3	18			
		advanced to Taylor to make Cloaths for Child	10				
		Sundry Pays a Person for this month	1		14	25	
		To Cash paid Catharina Peters for her and her Sons Subsistance 4 months pay from 1st June to 30 Sept 1788 at the Rate of twenty five pagodas p month is	100				
		Carried over Pagodas			114	18	
					£ 411	6	

1787 Decr	31	By the Honble Company received Dividend on the Nabobs new Consolidated Bond to Messrs Savage Call & Taylor & Co concerned Viz.					
		Dividend 5th June 1787					
		on Bond No. 74 - 6 months Interest	643	32	32		
		Do 148 Do			188	18	57
		Do 188 Do			235	23	32
		Do 199 Do			117	27	66
						1185	12 17
		Dividend 25 October 1787.					
		on Bond No. 74 6 months Interest	321	24	16		
		Do 148 Do			94	9	28
		Do 188 Do			117	27	66
		Do 199 Do			58	32	68
						592	4 2
		Deduct Allowance of 5 p Ct upon 1777 Pagodas				23	31 8
		Interest Pags 236 : 10 : 32 @ 1 p Cent				1753	31 -
1788 Janry	31	By Mrs Elizabeth Bromley Executrix to the late Mr Charles Bromley for Amount of the balance of an Account Current dated the 31st July 1787 between her & Mrs Douglas's Estate				216	10 -
April	30	By the Honble Company received Dividend on the Nabobs new Consolidated Bond to Messrs Savage Call & Taylor & Co Concerning Viz.					
		on Bond No. 74 3 Months Interest	321	24	16		
		Do 148 Do			94	9	28
		Do 188 Do			117	25	66
		Do 199 Do			58	32	68
						592	10 -
		Carried over Pagodas				4575	5 -

Dr. The Estate of the late John Douglas

Deceased — Cr.

1788			Brought Over Pagodas	411. 18. –	
Febry	26	To a Writer Vencatarayalu for this month	10. –		
		a Conveyly D°	3. –		
		a Peon D°	1.23. –		
March	31	To Cash paid Douglas Child Schooling for this month and a Back	3. –	14.23. –	
		advanced Taylor to make Clothes for Child	10. –		
		Sundary Boy as Peon for this Month	1. –		
		To a Writer Vencatarayalu for this month	10. –		
		a Conveyly Pydahnaigum D°	3. –	14. –	
April	30	To Cash D° Douglas Childs Schooling for this month	14.23. –		
		To a Writer Vencatarayalu for this month	10. –		
		a Conveyly Pydahnaigum D°	3. –	2. –	
		a Peon D°	1.23. –		
May	30	To Cash paid Mr. Douglas's Child Schooling for 2 Months	14.23. –		
		Sundary Boy as a Peon for 2 Months	6. –		
		advanced Taylor to make Clothes for Child	2. –		
		To a Writer Vencatarayalu for this Month	6. –	14. –	
		a Conveyly Vencatarayalu D°	10. –		
		a Peon D°	3. –		
		D°	1.23. –		
June	30	To Cash paid Catharina Peter for her and her Sons d Substinance for Months pay from 1st May to 31st August 1788 at the rate of twenty Pagodas p Month	100. –	14.23. –	
		Sundary Boy as a Peon for 2 Months	2. –		
		Carried over Pagodas		102. –	
				602. 18. –	

1788			Brought Over Pagodas	615. 5. –	
May	31	By Mr. Augt. Dalbyac for the Amount of this debt with Interest to this day for which were taken on him at Masulipatam and indorsed our Bill to the order of Vincentio Corbett which was duly paid being		522. 1. –	
June	30	By the Honble Company Received Dividend on Mahabs new Consolidated Bond to Messrs Savage Call and Taylor & Co Concerned Viz.t –			
		on Bond N.o 74. 6 months Int.t			
		D.o 148 D.o	61.32.32		
		D.o 188 D.o	152.18.40		
		D.o 199 D.o	235.17.32		
			117.29.56		
		Deduct a present to the Register	1185. – –		
			5. – –	1180. – –	
Sept.r	30	By Cash received of Robt. Hughes Esq.r on Account of Lieut.t Charles Grant deceased being in full of the moiety of debt with Interest to this day the other Moiety having been paid to the late Charles Crawley then Attorney to the Estate on the 6th April 1786 being for 1446-17-22. and with Interest		2036.32. –	
Nov.r	30	By Cash received of Major F. Johnson the Amount of his Note of hand to the late Mr. John Douglas		50. – –	
Decr.	15	By the Honble Company received Dividend on Mahabs new Consolidated Bond to Messrs Savage Call and Taylor & Co Concerned Viz.t –			
		on Bond N.o 74. 6 months Interest			
		D.o 148 D.o	619.32.32		
		D.o 188 D.o	158.18.40		
		D.o 199 D.o	235.23.32		
			117.29.56	1185.12. –	
		Carried over Pagodas		3876.13. –	

Dr. The Estate of the late John Douglas Deceased Cr.

1788		Brought over Pagodas		602.18
June	30	To a Writer Venkataryalo for this Month	10	
		a Coniply Sylanaigum	3	
		a Pion	1.23	14.23
July	31	To Cash paid Mr Douglas Childs Schooling	3	
		To a Writer Venkataryalo for this Month	10	
		a Coniply Sylanaigum	3	
		a Pion	1.23	14.23
Augt	31	To Sundry Boys at Pension for 2 months	2	
		To a Writer Venkataryalo for this Month	10	
		a Coniply Sylanaigum	3	
		a Pion	1.23	14.23
Septr	30	To Cash paid Mr Douglas Childs Schooling 2 months	6	
		To a Writer Venkataryalo for this Month	10	
		a Coniply Sylanaigum	3	
		a Pion	1.23	14.23
Octr	31	To Cash paid Mr Douglas Childs Schooling	3	
		To a Writer Venkataryalo for this month	10	
		a Coniply Sylanaigum	3	
		a Pion	1.23	14.23
Novr	30	To Cash paid Catharine Peters for her and her Sons Subsistance for 2 Months pay from 1st Septr to 31st Octr 1788 at the rate of twenty five Pagodas pr Month	50	
		Cash paid Mr Douglas Childs Schooling	3.17	
		To Sundry Boys at Pension for 2 months	2	55.17
		To a Writer Venkataryalo for this Month	10	
		a Coniply Sylanaigum	3	
		a Pion	1.23	14.23
		Carried over Pagodas		758.35

Brought over Pagodas	1495.13
Carried over Pagodas	1495.13

Dr. The Estate of the late John Douglas Deceased Cr

1738		Brought Over Pagodas		768.35
Dec.	17	To Cash paid Taylors Bill for making Cloths Sheets		
		Val. for the Child as p his Bill	34 1 -	
	31	To attending Vencatangles for this Month	10 - -	
		a Cuttaply Tyalamaigum	3 - -	
		a Pair	1.23 -	48.24 -
1739				
Janry	2	To Cash paid Mr Douglas's Child present for Christmas	10 - -	
		Dr paid 2d for schooling 2 Months	6 - -	
		Dr paid 1d for Slate as p Bill	3 - -	
		Dr paid Catherine Peter for her and her Sons Subsistance 2 Months pay from 1st November to 31st Decr 1738 at the Rate of 25 Pags p Month	50 - -	
		Cash paid Mr Douglas's Child Shoes as p Bill	4 - -	
	31	To paid Sundary Boy as a Pension for 2 Months	2 - -	75 - -
		To attending Vencatangles for this Month	10 - -	
		a Cuttaply Tyalamaigum	3 - -	
		a Pair	1.23 -	14.23 -
Feby	28	To Cash paid one Months Schooling for the Child		3 - -
		To Dr paid Catherine Peter for her and her Sons Subsistance as above for four Months from 1st Janry to 28th April 1739 @ 25 Pags		100 - -
		To Vencatangles Wages	10 - -	
		Tyalamaigum Cuttaply	3 - -	
		1 Pair	1.23 -	14.23 -
March	1	To Cash paid 1 Months Schooling for the Child		3 - -
		To Sundary Boy as a Pension for 2 Months		2 - -
		Carried Over Pagodas		1019.10 -

Contd Over Pagodas 1498.12 -

Dr. The Estate of the late John Douglas Deceased Cr

1789		Brought over Pagodas	1019.13.-
March 28.	To Cash paid Wm Balfour attd to the Estate of Captain Holden being a Dividend Received by the late attorney for Mr Douglas Estate, on Boomby on Captain Holden's Nabobs Bond No 88. for Pagodas 205.-24.-47. @ 6 Pgt 6 fat p Cent		
31.	To Pencatangalas Writer	10.-	259.28.72
	Togalan ne jaun Conopoly	3.-	
	1 Bon	1.23.-	
April 3	To Cash paid Robt Maunsell Esqr in full of Mr Douglas's Bond for Pagt 3000		1423.-
	To our Commission on Disputes of 5 P Cent		2510.-
	Balance due to the Estate of John Douglas deceased		476.34.40
		Pagodas	5487.5.48

N.B. The Estate pay'd passage and outfit for the Voyage may be estimated at ten Pagodas more at least

This Accot was sent to the Executors in England

Pagodas 5497.13.-

Fort St George the 6th April 1789

Errors Excepted

Alex Dandas

attd to Alexr Dandas Esqr

Executor Estate of John Douglas in India

Dr. The Estate of the late John Douglas Deceased Cr

1789					1789		
april	30	To Cash paid Childs Schooling			april	6	By the Balance of an Account Current of the date sent to Executors at Nairne	2		5247	5	48
		To 1 Worster Vencatareylee	3		Dec.	31	By the Bristle Company Received Dividend on the Nabobs New Consolidated Bond to Mas. Savage Call'd & Converted Viz.					
		1 Concophy Tyalanaigum	10				On Bond N. 74 3 Months Int.		221	3	6	
		1 Pion	3				D. 148 D.		14	10		
			1.23				D. 188 D.		117	25	56	
may	31	To Cash paid for Taylor Bill for making Cloths for Child		17.23			D. 199 D.		32	33	76	
		To Cash paid for Europe Trunk	19.4.6						385	13	6	
		To 1 Worster Vencatareylee	11				Deduct at 15 Cent		57	13	9	
		1 Concophy Tyalanaigum	10						328	0	9	58	23	
		1 Pion	3											
			1.23											
June	30	To Cash paid for Childs Schooling		74.3.40.										
		1 Worster Vencatareylee	3											
		1 Concophy	10											
		1 Pion	3											
			1.23											
July	31	To Cash paid Catherina Peters for her and her Sons Substenance for April May & J.		17.23										
		D. Childs Schooling	52											
		1 Worster Vencatareylee	3											
		1 Concophy Tyalanaigum	10											
		1 Pion	3											
			1.23											
Sept.	30	To Cash paid Catherina Peters for her and Sons Substenance for four months from 1st June 80		67.23										
		1 Worster Vencatareylee for 2 months	6											
		1 Concophy Tyalanaigum D.	20											
		1 Pion	6											
			3											
Nov.	30	To Cash paid Worster Vencatareylee for 2 Months	20	129										
		1 Concophy Tyalanaigum D.	6											
		1 Pion	3											
			29											
Dec.	31	To Cash paid Worster Vencatareylee	10											
		1 Concophy Tyalanaigum	3											
		1 Pion	1.23											
				14.23										
		Carried Over Page 2		364.24.40			Carried Over Page 2			5797	26	48

Dr

The Estate of the late John Douglas Deceased ... Cr

1789			Brought Over Page 3rd	34	2 4 40
Dec.	31st	To Cash paid Catherina Peter for herself and her Sons Sebastian from 1st Oct. to the 31st Dec. 1789 at the rate of £25 Pagodas per Month		75	
1790					
Oct.	30	To Cash paid Cash keeper Conveyance & Peons Wages from 1st January to 31st Oct. 1790 being 10 months @ Pa. 23. 5/4 p. month		148	
		To Cash paid Catherina Peter for her and her Sons Sebastian Allowance at different times to 30 Sept. 1790 9 months @ the rate of 25 pagodas p. month		225	
		To Cash paid Chas. Sibbald Esq.		40	
		To Bar Commission on Receipt at 5 p. Cent		29	
		By Balance due to the Estate of John Douglas		1983	42 8
			Star Pagodas	5797	26 48

Fort St. George 31st October 1790

Errors Excepted

(Signed) Cuthbert Bayly

Actg to the Exr

of the Estate of John Douglas Dec.d

A true Copy

Stuart Hall

Jno. Hamilton

Attys for Compt.

Dr. } Vincentio Corbett and Hugh Baby in Account Current with Alexander Davidson Executor of the late John Douglas Deceased ---------- } Cr.

1790 Augt.	30	To the acknowledged amount balance remaining in your hands as per year acct. Current	4932	12	8		
1791 January	31	To Interest on the ditto being 3 months at 12 p Cent	155	15			
		Pagodas	5088	1253			

1791 January	31	By Balance	5088	1253	
		Pagodas	5088	1253	

Fort St. George 31st January 1791

Error Excepted

(Signed) Chase Parry & Sewell
Attorneys to the Executor

A true Copy

Stuart Hall
Jno Hamilton
Mr. for Compt.

Filed the 5th July 1791

In the Right Worshipful the Mayor's Court at Madraspatnam

Between Alexander Davidson the Executor of the late John Douglas deceased by his attornies Thomas Chase Thomas Parry and Henry Sewell Complainant and

Vincentio Corbett and Hugh Baby Defendants

The Affidavit of Thomas Chase one of the attornies of the Complainant above named

Thomas Chase one of the attornies of the Complainant above named maketh oath and saith that

Vincentio Corbett and Hugh Baby the Defendants above named stand justly and truly indebted unto the Complainant as Executor of the late John Douglas deceased in the full and Just sum of Five thousand and Eighty Own Star Pagodas forty two fanams and fifty three Cash and for the recovery whereof the Complainant has filed his Bill of Complaint in this Worshipful Court -

Thomas Chase

Stuart Hall
Jno Hamilton
Mr. for Compt.

Sworn to in Court
the 8th day of February 1791

Filed the 5th April 1791

The seperate Answer of Hugh Baby of Fort Saint George Esquire One of the Defendants to the Bill of Complaint of Alexander Davidson Esquire named in the last Will and Testament of John Douglas late of Fort St. George Esquire deceased by his attornies Thomas Chase Thomas Parry and Henry Sewell of Fort St. George Merchants Complainants

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 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 for him to make Answer unto he this Defendant Answereth and Saith that he admits that the Complainant was named by the said John Douglas

as an Executor in his Will and that he proved the same and that he took upon him the Duties thereof but he says that it was not left to notice the same unto Complainants Bill or to interrogate this Defendant thereupon as the same must be well known to this Honble Court from their own Records as well as from the Title of the present Suit and therefore this Defendant objects thereto as being altogether impertinent & unnecessary — This Defendant further answering does also admit that the Complainant upon leaving Madras did appoint Vincentio Corbett and this Defendant to be his Attornies but this Defendant says that they had no seperate Powers but were to act in all things jointly and therefore and therefore this Defendant and insists that as they could do no act one without the Other so no Act ought to be done against either of them without the Other and therefore he conceives that he ought not to be called to Answer or to submit to any Proceedings in the present Suit untill the said Vincentio Corbett has appeared and is joined with him in answering to the said Bill and in all other Proceedings to be had thereon And this he conceives to be the more reasonable as the said Vincentio Corbett had in fact the whole Management Superintendance & full the Concerns of the Estate of the Deceased and is therefore much better able to give an Account — therefore that he this Defendant — and this Defendant further answering admits that the Complainant did by his Attorney demand an account of such money as had been paid and received on account of the said Estate and that by such Account there might appear a Balance in the Hands of the said Vincentio Corbett

this Defendant of four Thousand Nine hundred and thirty three Pagodas forty two Fanams and eighty Cash on the Thirteenth Day of October One thousand seven hundred and Ninety as is stated by the Complainant but this Defendant does Not admit that he is indebted to the Complainant in the Sum mentioned for all the rest of the Complainants Attornies has promised to deliver him because he says that he had paid at different times for the Maintenance and Education of a Child of the Deceased and some other small articles the Sum of three hundred and thirty four Star Pagodas as is specified in the Vaccums hereunto annexed and which with Interest amounts to the Sum of three hundred & twenty Six Pagodas 44 Fanams & 60 Cash which is to be deducted from the present Demand This Defendant further answering says that he does not know of any Bonds Papers or other Writings whatever either in his Possession or Power belonging to the said Estate the same having already been given up to the present Attornies of the Complainant but should he discover any he shall be at all times ready to deliver them over to the Complainant or to such other Person as they may appoint to receive them This Defendant further answering admits that there is a Bond remaining due to Robert Mansell Esquire which has been charged in the Account with the said Estate payment of the same having been promised and undertaken as he believes to the said Robert Mansell at the time he left Madras and of Course this Defendant became answerable to him for the Amount and were to have Credit with the Estate for the Same — and this Defendant lastly says that as

in the Power of attorney he humbly conceives as he has before intimated that no Proceedings should be had singly One without the other but should the Honble Court think otherwise he trust at least they will be pleased only to order him to pay the Half of the Sum sued for deducting therefrom the Sum which he has since paid and of which one Moiety is hereto annexed as it is directly contrary to all Law that when two joint Attornies are constituted one of them should be responsible for the Acts of the other or for more than his Share and Proportion of the Trust Reposed in him

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 with his reasonable Costs in this behalf most wrongfully sustained

Sworn to at Fort St George
this 6th of April 1791 before me

S. Daly Mr.

Hugh Boyd
R. Walker
Atty for Defendt.

Dr. The Estate of the late John Douglas Esquire to Hugh Boyd

To Cash paid at different times last Year to 30th November		283.--.--
To Cash paid from 1st December 1790 to 28th February 1791		75.--.--
Childs Schooling		7.--.--
		365.--.--
To Interest on the above 281 Pagodas from 30th November 1790 to 30th March 1791 is 4 Months		11.11.12
75. D. for 1 Month	--.33.60	11.44.60
Star Pagodas		376.44.60

Hugh Boyd

Fort St. George 6th April 1791

Filed the 10th May 1791

The Replication of the and an Davidson the Executor named in the last Will and Testament of John Douglas late of Fort Saint George Esquire by his Attornies Thomas Chase Thomas Parry and Henry Isted of Fort Saint George Merchants Complainant to the Separate and Answer of Hugh Boyd of Fort Saint George Esquire one of the Defendants to the Complainants Bill of Complaint named

This Repliants ne and at all times hereafter saving
and reserving to himself all and all manner of advantages
of Exception to the many Errors untruths Insufficiencies
and Imperfections in the said Separate Answer of the De-
fendant Hugh Boyd contained for Replication thereunto
saith that his Bill of Complaint and all and singular the
matter and things therein contained are good true certain and suf
ficient in the Law to be answered unto in such manner and
form as the same are therein and thereby charged and set forth
and that the said Separate Answer of the Defendant Hugh
Boyd is very Evasive and insufficient in the Law to be by this
Repliant replied unto to the benefit of Exception whereunto
lying now and at all times saved unto this Repliants for
further Replication saith that the Defendant Hugh Boyd
and the other Defendant Vincentio Corbett in this Repliants
said Bill named stand justly and truely
indebted unto this Repliant as Executor as aforesaid in the
full and just sum of five thousand and Eighty One Star
pagodas fifty five Fanam and fifty three Cash as in this
Repliants said Bill the same is charged notwithstanding any
thing to the Contrary in the said seperate answer of the De
fendant Hugh Boyd contained and this Repliant for further
Replication saith that by a legal provision required him set forth
the title and claim which he claimed the right of suing the
Defendants in the Mayors Court and upon the same prin
ciple it became necessary to interrogate the Defendants
thereupon for this Repliant saith that had he not set forth
such his title the Defendants would have had good ground
for Demurrer and no doubt would have taken advantage
thereof and therefore this Repliant says that the allegation of

of the Defendant Hugh Boyd therein as in his said answer the
same is contained is regular and impart and this Repliant for
further Replication says that he has not said the Defendant
Hugh Boyd seperately but Jointly with the other Defendant
Vincentio Corbett and therefore this Repliant says that the
suggestion of the Defendant Hugh Boyd that he this Re-
pliant and bearing Madras did appoint him and the
other Defendant Vincentio Corbett to act in all things
Jointly and that the Defendant Hugh Boyd had no
separate power is altogether superflous and unnecessary
and this Repliants says he denies the insinuation in the
answer of the Defendant Hugh Boyd contained that
by reason of the Joint Power aforesaid he ought not to
be called upon to Answer or to submit to any proceedings
in the present Suit until the other Defendant Vincentio
Corbett shall have appeared and by joined with him
in answering to this Repliants said Bill and this
Repliant says that such insinuation is as contrary to
Reason as it is to Law and further says that by joining
the Defendants in the same Suit in consequence of their
said Joint power was all that the Law required of
him to do and this Repliant further says that from
the shewing of the Defendant Hugh Boyd he this Re-
pliant cannot have any thing to do with their
private arrangements or whether the Defendant
Hugh Boyd or the other Defendant Vincentio Corbett
and the whole Management and superintendance
of all the concerns of the Estate by this Repliants
committed to this Joint charge but this Repliant

says the assertions of the Defendant Hugh Boyd in his said answer contained that the other Defendant Vincente Corbett had the whole management and superintendance of all the Concerns of the said Estate is by himself contradicted for in another part of his said answer he says bills were paid at different times out of the assets of the said Estate the sum of three hundred and Sixty five Boyds or forty seven Guineas and Sixty Cash over and above the Sums said to the debit thereof in the Account Current of this Repliants said Bill of Complainant annexed to this Repliant for further Replication Saith that the Sum for the recovery whereof he has brought his present action arises out of the Account Current by the Defendant Hugh Boyd delivered and by him admitted to have been delivered to this Repliants Attornies the said Thomas Chase Thomas Percy and Henry Swarle and is in fact the Balance in the said account Current stated and set forth and by the Defendants acknowledged to be due to the said Estate of this Repliants said Testator and the interest thereon made up to the time this Repliant filed his said Bill of Complaint in this Honble Court makes the total Sum of Five Thousand and Eight one Star Pagodas forty two Fanams and fifty three Cash the Sum sued for and therefore this Repliant says that the implied reprehension as in the Answer of the Defendant Hugh Boyd the same appears one of his Repliants said Attornies for having Sworn to the Justness thereof is unfounded scandalous and unjust and this Repliant further says that the Sum set up by the Defendant Hugh Boyd and by him prayed to be deducted from the Sum sued for by this Repliant is introduced into question all as appears to render it altogether Vague and uncertain and this Repliant doth therefore deny that the same or any part thereof ought to be deducted

deducted from the Sum sued for by this Repliant and says that the same to with the principal Sum of three hundred and Sixty five Pagodas as stated in the answer of the Defendant Hugh Boyd and the Account thereunto annexed is totally without foundation in truth and this Repliant for further Replication says that by the admission of the Defendant Hugh Boyd in his said Answer contained the account Current delivered in by the Defendants to this Repliants said Attornies as a just and true Account between them the Defendants and the Estate of this Repliants said Testator this Repliant avers that the Defendants in stating the said account Current have acted both fraudulently and unjustly for this Repliant says that in and by the said Account Current the said Estate amongst other things is debited for the Sum of Five Thousand five hundred and ten pagodas or so much money paid and advanced on Account thereof and in the Words and figures following to wit April 3d To Cash paid Robert Maunsell Esquire in full for Mr Douglas Bond for Pagodas 5000 2510 and so the same is confessed by the Defendant Hugh Boyd in and by his said Answer Whereas this Repliant says and so this Defendant Hugh Boyd in and by his said Answer has Confessed the fact to be that the said Sum of Five Thousand five hundred and ten pagodas never has been paid and that the same is still due and owing unto the said Robert Maunsell and this Repliant Says that the Justification of such the iniquitous and unjust conduct of the Defendants in the premises as the same is set up by the Defendant Hugh Boyd in his said Answer is false in fact and unfounded and is as contrary to Law as it is inconsistent with Reason and this Repliant denies that because payment of the Amount of the said Bond had been undertaken and promised

provided as the Defendant Hugh Boyd says he believe was the
case to the said Robert Maxwell that the Defendants or
either of them ought to have credit with the Estate for
the same and this Replicate for further Replication
that the suggestion of the Defendant Hugh Boyd
that he might be relieved from the responsibility
incurred by reason of the premises and that he
ought to have credit given him for the Sum set forth
in the Account to his said answer annexed and thereto
pretended to be due and owing to him is altogether
irregular and improper and this Replicant denies the
operation of the Law with respect to the responsibility
in the Case of two Joint Attornies as the same is set
forth in the answer of the Defendant Hugh Boyd
Wherefore this
Replicant is ready to aver maintain and prove as
this Honble Court shall be pleased to direct and
humbly prays as in and by his said Bill he hath
already prayed

Stuart Hall
Jn.o Hamilton
Att.rs for Compl.t

doth therefore pray as

Filed 4.th Septr 1792

To the Honble the Mayors
Court at Madraspatnam

Humble Complaining sheweth to this Honble Court
your Orator Samuel Johnson of Upper Harley Street Cavendish
Square in the County of Middlesex Esqure and Richard Parks of
Leadenhall Street in the City of London Merchant the only sur-
viving Executors of the last Will and Testament of John Douglas
late of Fort Saint George deceased by their attornies Josias
Dupre Cordar Henry Readhead and Thomas Readhead of
Fort Saint George merchants and Copartners That Whereas
Alexander Davidson late a Senior Merchant in the Service of
the United Company of Merchants of England trading to the
East Indies under their presidency of Fort Saint George a-
foresaid deceased did in his life time on or about the ninth
day of February which was in the Year of Our Lord One Thou-
sand Seven hundred and Ninety One as one of the Executors
of the said John Douglas Deceased by his attornies Thomas
Chase Thomas Parry and Henry Lewis of Fort Saint George
aforesaid Merchants Exhibit and file his Bill of Complaint
in this Honble Court against Vincentio Corbett and Hugh Boyd
also of Fort Saint George Merchants therein and thereby
setting forth that the said John Douglas did depart this
life some time in the Year of Our Lord One Thousand Seven
hundred and Eighty three having first duly made and pu-
blished his last Will and Testament and did therein and
thereby Nominate and appoint Charles Smith Richard
Latham Benjamine Monkhouse the said Alexander Da-
vidson and your Orators Executors thereof That the said
Charles Smith Richard Latham Benjamine Monkhouse and

your Orator not appearing to prove the said Will and take out pro-
-vet thereof he the said Alexander Davidson did duly prove the
same in the Honble Court in it Capacity of Kings Ordinary
and on the Ninth day of December which was in the Year of
our Lord One Thousand Seven hundred and Eighty three obtain
probate and take upon himself the sole burthen of an Executor
thereof That he the said Alexander Davidson being obliged
to leave Fort Saint George aforesaid and proceed to a Settle-
tion at a very considerable distance therefrom and being
thereby and by reason thereof unable of himself to transact
the affairs of the Estate of the said John Douglas Deceased
he did nominate Constitute and appoint the said Vincentio
Corbett and Hugh Boyd his Attornies Jointly to act in the
management of the said Estate for the benefit and advantage
thereof relying on the integrity and good faith of them the
said Vincentio Corbett and Hugh Boyd in the premisses
That the said Vincentio Corbett and Hugh Boyd in Consequence
of such the nomination and appointment of the said Alexander Da-
vidson as aforesaid did enter upon the management of the af
fairs of the said Estate of the said John Douglas Deceased
and did receive and pay sundry Sums of money on Account
thereof and did do and perform other acts therein as the
Attornies of the said Alexander Davidson That Sometime
afterwards the said Alexander Davidson having good
Cause to be dissatisfied with the Conduct of the said Vin
centio Corbett and Hugh Boyd in the premisses he the said
Alexander Davidson did revoke the power to them the said
Vincentio Corbett and Hugh Boyd granted as aforesaid and in
their place and stead did nominate Constitute and appoint
the Said Thomas Chase Thomas Parry and Henry Sewell
his Attornies for the Management of the affairs of the said
Estate

Estate of the said John Douglas deceased That he the said Alexander
Davidson did by his Attornies the said Thomas Chase Thomas
Parry and Henry Sewell demand and from the said Vincentio Cor-
bett and Hugh Boyd the property belonging to the said Estate
of the said John Douglas deceased That he the said Alexander
Davidson did by his Attornies the said Thomas Chase Thomas-
Parry and Henry Sewell demand from the said Vincentio Corbett
and Hugh Boyd the property belonging to the said Estate of the
said John Douglas deceased and which had Come into their Cus-
tody and possession as Attornies as aforesaid and to give and
account of all Receipts and disbursements and how and in
what manner the same had been made and applied and what
Balance Remained in their hands That the said Vincentio Cor
bett and Hugh Boyd did thereupon deliver unto the said
Alexander Davidson said Attornies the said Thomas Chase
Thomas Parry and Henry Sewell an Account Current with
the said Estate of the said John Douglas deceased a Copy
whereof he the said Alexander Davidson did annex to this
said Bill That in and by the Account Current by the
said Vincentio Corbett and Hugh Boyd delivered unto the
said Alexander Davidson said Attornies as aforesaid there
appeared a Balance of Cash in the hands of the said Vincentio
Corbett and Hugh Boyd due to the said Alexander Davidson
as aforesaid Amounting to the Sum of four thousand Nine
hundred and thirty three Pagodas forty two Fanams and
eight Cash That the same being due with Interest thereon
from the thirtieth day of the Month of October which was
in the Year of our Lord One Thousand Seven hundred and
Ninety the said Alexander Davidson did charge the said
Vincentio Corbett and Hugh Boyd to stand indebted unto
him

Dett now so it may please this Hon^ble Court that before any further proceedings were had in the Cause that is to say on or about the tenth day of September which was in the Year of our Lord One Thousand Seven hundred and Ninety One the said Suit and proceedings therein became abated—

And Your Orators shew unto this Hon^ble Court Your Orators the other Executors named in the last Will and Testament of the said John Douglas deceased by reason of their being in England at the time of the decease of the said John Douglas and thereby then unable to come in and appear with the said Alexander Davidson and take out probat thereof Your Orators did not act in conjunction with the said Alexander Davidson deceased to take upon themselves the burthen and Execution of the will of the said John Douglas deceased—

And your Orator shew unto this Hon^ble Court that upon the proving of the said Will of the said John Douglas deceased by the said Alexander Davidson as aforesaid to the said Alexander Davidson did procure the said Will to be sent to Your Orators who did thereupon duly Exhibit the same in the Prerogatives Court of the Archbishop of Canterbury and on or about the twenty first day of march in the present Year of Our Lord One Thousand Seven hundred and Ninety two obtain an Exemplification thereof under the Seal of the said Court and Your Orators shew that thereby and by reason thereof the Administration of all and Singular the Goods and Chattels of the said John Douglas deceased being Committed unto them they are thereby and by reason thereof well and truly Entitled to Administer the same—

And your Orators shew unto this Hon^ble Court that by reason of the death of the said Alexander Davidson the late acting Executor of their said Testator the said Suit has become abated as aforesaid To the End therefore that the said Suit and all other proceedings thereon may stand and be Revived against the said Vincentes Corbett and Hugh Boyd and that the same may be put in the like state and Condition as the same were in at the time they so become abated as aforesaid—

May it please this Hon^ble Court the premises Considered to grant unto Your Orators as Executors as aforesaid a Summons to Answer under the Seal of this Hon^ble Court directed to them the said Vincentes Corbett and Hugh Boyd requiring and Commanding them 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 shew Cause if they can why the said Suit and proceeding thereon so abated as aforesaid should not stand and be revived and be put into the same state and Condition as the same were in at the time of the abatement thereof and further to answer all and singular the premises aforesaid and also to stand to, and abide by such Order and Decree therein as to this Hon^ble Court shall seem meet—

Hart Hall
Jn^o Hamilton
Sol^rs for Compl^ts—

Mayor's Court at Madraspatnam — Tuesday the 15 day of Febry. Anno Domini 1791

Present

Henry Chichley Michell Esqr. Mayor
Andrew Ross - John Mitford and -
Benjamine Roebuck - Aldermen

Between Samuel Johnson of Upper Harley Street Cavendish Square in the County of Middlesex Esquire and Richard Parkes of Leadenhall Street in the City of London Merchant the only acting Executor of the last Will and Testament of John Douglas late of Fort Saint George Deceased by their attornies Josias Dupre Parker Henry Readhead and Thomas Readhead of Fort Saint George Merchants and Copartners Complainants and Vincentio Corbett and Hugh Boyd also of Fort Saint George Merchants Defendants

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 Two Accounts Current Annexed, The Separate Answer of the Defendant Hugh Boyd, The Replication The Bill of Reviver - On Hearing the Proceedings made use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree that the Defendant Hugh Boyd do pay unto the Complainants the full and just Sum of Five Thousand and Eighty One Pagodas Forty two Fanams and Fifty three Cash (Pags. 5081. 42. 53) together with all such Interest as now is or shall hereafter become due thereon at the rate of Twelve per Cent per Annum until full Payment is made also all Costs of this Suit.

Court of Appeals at Madraspatnam — Friday the 19th day of February Anno Domini 1796.

Between Vincentio Corbett of Fort St. George Merchant appellant and Samuel Johnson of Upper Harley Street Cavendish Square in the County of Middlesex and Richard Parkes the only acting Executor of the last Will and Testament of John Douglas late of Fort St. George deceased by Their Attornies Josias Dupre

Procher, Henry Read Lead, and
Thomas Read Head of Fort St. George
Merchants Respondents

The Attorney for the Appellant Moves for leave
to with draw his appeal on payment of Costs and the At
torney for the Respondent having Consented thereto.
Ordered accordingly.
Hon. J. Webbe Ch.

Fort 20th February 1793.

To the Honble the Mayors
Court at Madraspatnam

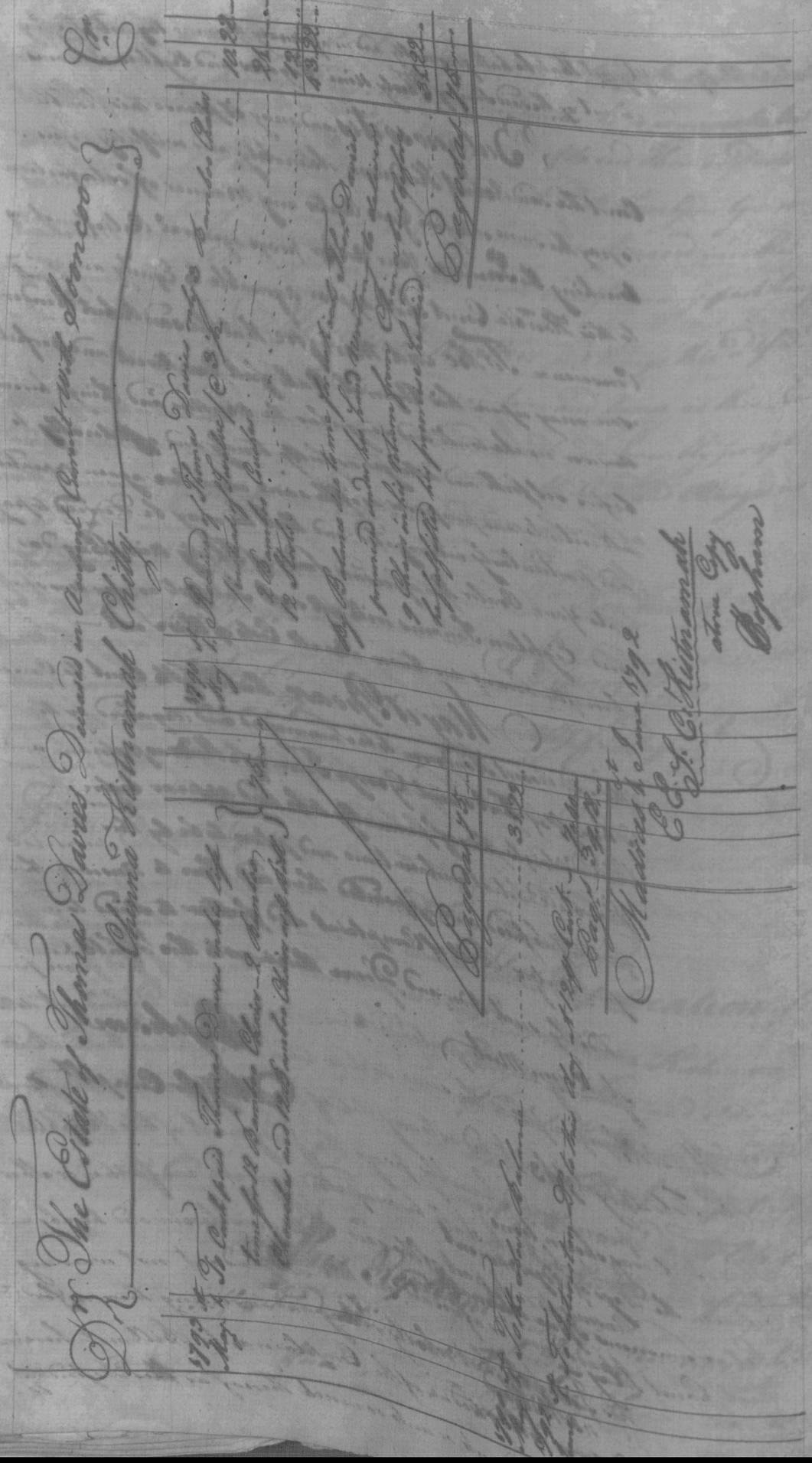
Humbly Complaining Sheweth unto this
Honble Court Your Orator Soonoo Chinnah Kistnamah
Chitty of Madras Merchant, that Robert Henderson Ad
ministrator with the Nuncupative Will of Thomas Da
vidson late of Madras Merchant Deceased stands indeb
ted unto your Orator in the full and just Sume of Thirty
nine Star Pagodas and Eighteen Fanams Current money
of Madras making in Sterling Money of Great Brit
tain at the Rate of Eight Shillings for every Pagoda
the Sum of Fifteen Pounds and Sixteen Shillings or there
abouts as will more fully and at large appear by the Copy
of an Account Current hereunto annexed for the inspec
tion of this Honble Court and prayed by your Orator
to be taken as part of this his Bill of Complaint the
Original whereof is in the Possession of your Orator
and Ready to be produced to this Honble Court when requi
red and your Orator further sheweth unto this Honble
Court

Court that he hath frequently and in a friendly manner requested the Pay
ment of the said Sum of Thirty nine Pagodas and Eighteen Fanams
But now so it is and may it please this Honble
Court the said Robert Henderson 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 Robert Hender
son 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 Thirty nine Pagodas
and Eighteen Fanams with all such Interest as now due shall
hereafter become due thereon also all Costs of this Suit
May it Please this Honble Court to Cause
the said Robert Henderson 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.

Robinson
Atty for Compltt.

Madras
26th February 1793.

This Bill was shewn to me
between the Days of Adjournment
Let a Summons Issue returnable
next Court Day
Jno Mitford
Mayor



Dr. The Estate of Thomas Davies Deceased in Account Current with Thomas Duncan

Contra Cr.

1792 May 1st To Cash paid Thomas Davies as per Bill of Exchange for £33.2.2 Sterling 10 22
To Cash paid Do. as per Bill of Exchange for £30 Sterling 21 13
To Cash paid Do. as per Bill of Exchange for £30 Sterling 13 [illegible]
To Cash paid Do. as per Bill of Exchange for £30 Sterling

is advised is material or necessary for him to make Answer unto
he Answereth and saith That he admites he is administrator
with the nuncupative Will annexed of the said Thomas Davis
but this Defendant doe not admit that thereby or by reason
thereof he is, or stands as administrator as aforesaid indebted
unto the Complainant in the sume sued for, or any part thereof

All which Matters and things this Defendt
is ready and willing to aver maintain and prove as this Ho-
nourable Court shall be pleased direct, and humbly prays
to be hence dismissed with her Honours Cost and Charges in
his behalf wrongfully Sustained.

R Henderson
J Stuart Hall
attys for Defendt

Sworn to in Court
this 2d April 1793
G. Taylor
Regr

Filed the 23d Sept. 1793

The Replication of

James Chinnah Kistnamah
Chitty to the Plea and Answer
of Robert Henderson Adminis-
trator with the Nuncupative
will of Thomas Davies late of
Madras Merchant Defendant

This Replicant saving and Reserving to him-
self all and all manner of Advantage of Exception to
the Insufficiency of the said Plea in Bar and Answer of the

the said Defendant by him pleaded saith that he this Replicant
by reason of any thing therein respectively alledged ought not to be
barred from having and maintaining his aforesaid suit thereof a-
gainst the said Defendant because protesting that the said Plea
in Manner and form as the same is pleaded and set forth and the
Matter therein contained are not sufficient in Law to bar this
Replicant from having or maintaining his suit aforesaid thereof
against the said Defendant which suit this Replicant will
ever Justify maintain and prove to be good Certain true and
Sufficient in the Law to be answered unto in manner and form
as the same is and are therein and thereby set forth and alledged
and that the plea and answer of the said Defendant is and
are respectively Evasive and Insufficient for this Replicant to
make any further or other Reply unto and this Replicant for
further Replication saith that the said Thomas Davis did
in his life time receive from this Replicant the full Value
for the Nine Chairs which he promised to bring from China
but before he could fulfill his undertaking he departed this
life and therefore it is but just that the Representatives of
his Estate should refund the money so advanced by this Re-
plicant as aforesaid and particularly as the Estate of the
said Thomas Davis is sufficient to discharge the whole demand
of this Replicant

All which Matters and Things this
Replicant is ready and willing to aver maintain and
prove as this Honble Court shall direct and most humble
prays as in and by his Bill of Complaint he hath already
prayed

Bysham
R Williams
attys for
Repl

Filed the 4th June 1793

The Rejoinder of Robert Henderson Administrator with the nuncupative Will of Thomas Davise deceased Defendant to the Replication of Coneeo Chinnah Kistnamah Chitty 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 incertainties insufficiencies and imperfections in the Replicant and Replication Contained for Rejoinder thereunto saith that he Rejoins and answers and the several Matters and things therein contained as good true and sufficient to be replied unto in Manner and form as the same are therein and thereby charged and Setforth and that the Replicants said Replication is very Evasive and insufficient to be by this Defendant Rejoinder unto and this Defendant for further Rejoinder saith that the Replicant has brought his suit against this Defendant upon the balance of an account Current to his said Bill of Complaint annexed and which pretended balance arises out of an Engagement said to have been Entered into between the Complainant and this Defendants said Intestate in his life time and which said Engagement this Defendants said Intestate was rendered incapable of performing by the act of God inasmuch as he did depart this life shortly after the date of the said agreement and therefore this Defendant says that the said Suit so instituted by the Complainant is not tenable in Law and in consideration thereof this Defendant did plead in Bar thereto and doth hereby humbly insist on his said Plea and this Defendant says that the Replicant has admitted this Defendants said plea to be well founded inasmuch as he has by Replying thereunto Joined Issue thereon and put this Defendant to the proof thereof and this Defendant for further Rejoinder says that as administrator as aforesaid he does not stand indebted unto the Complainant in any sum or sums of Money whatever

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 as in and by his plea and answer he hath already prayed

Stewart 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 Honble the Mayors Court at Madraspatnam wherein Soneeo Chinnah Kistnamah Chitty of Madras Merchant is Complainant and Robert Henderson administrator with the Nuncupative Will annexed of Thomas Davis Deceased Defendant

On the Part and behalf of the Complainant

To Thomas Ledsham 1st Do you or do you not know the Parties Com

named or either and which of them If you, how long have you so
know them or either and which of them above—

To ... Do ... 2d ... Were You or were you not some time over about
the Month of May which was in the year of Our Lord One
Thousand Seven hundred and Ninety or any other and what
time Request of the Complainant or whereby to purchase
on his account at the Shop of the above Named Thomas Davis
or where else any and what China Chairs Couches and Stools,
If yea, Did you or did you not accordingly purchase from the
said Thomas Davis a Certain quantity of Chairs Couches and
Stools, If you have or any of each of these articles did you so
purchase and at what Price— Did you or did You not after
you had purchased the same send them to the Complainant
after opening the Packages make any what observations as
to the state of the said Articles— were any Broken Chairs re-
turned to the said Thomas Davis, if yea, through whose means
were the same returned— Did or did not the said Thomas Davis
send his Bill to the Complainant for the full Value of the
said Articles including therein the Value of the said broken
Chairs or how otherwise and did or did not the Complainant
object thereto, if yea, what were the reason of such his objection
— did or did not the said Thomas Davis make any and what
promise to the Complainant to bring from China any and
what Number of Chairs in lieu of those which were broken
and did or did not the Complainant in consequence of such
promise or for what other account or Reason pay the Com-
plainant the Amount of this Bill, If yea, what was the a-
mount of the said Bill— Look at the Paper writing now
produced and shown to you at this the time of your Exami-
nation Marked A purporting to be a Bill and an Agree-
ment of the said Thomas Davis— Is or is not the signature of
the said Thomas Davis thereto affixed the proper hand writing of
the said Thomas Davis or of whome else— Do you or do you
not know whether the said Agreement was at the time of the
death of the said Thomas Davis fulfilled or not—

To ... Do ... 3d Did you or did you not subsequent to the Death of the
said Thomas Davis apply to the Defendant for the amount of
the Complainants demand against the Estate of the said Thos
Davis, If yea, how often did you make such application
and at whose instance or Request and what answer did you
receive from the Defendant—

To ... Do — 4th Do you know of any other Matter or thing or have
you heard or can You set forth any thing touching the matter
in Question in this Cause that may tend to the benefit or
advantage of the Complainant If You Declare the same
as You know have been informed or do believe together
with the Reasons of such your belief fully as if you had
been thereunto particularly interrogated—

Popham for
self & Mr Williams
Mrs for Compl.ts

Dr.

Vishnamah Chitty .....

To 12 Bamboo Chairs
2 Bamboo Couch
12 Do Stools } ..... Pagodas 75—

Fort St George
1st May 1790

E. Excepted
Thos Davis

I do promise to deliver 9 Chairs which I got for those broke
the Loss of the above—

T. Davis

This Exhibit marked A was shewn to Thomas Ledsham at the time of his Examination before me in the Part of the Complainant In a Certain Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Soonoo Channakistnamah Chitty of Madras Merchant is Complainant and Robert Henderson Admor with the Nuncupative Will annexed of Thomas Davis deceased is Defendant was on the 7th day of Novemr Anno Domini 1793

Tho.s Parry
Esq.r

Mayor's Court at Madraspatnam

Between Soonoo Channakistnamah Chitty of Madras Merchant is Complainant and Robert Henderson Administrator with the Nuncupative Will annexed of Thomas Davis deceased is Defendant.

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

Thomas Ledsham Deputy Sheriff of Madras Aged forty two years or thereabouts being produced as a Witness in the Cause on the Part of the Complainant was on the first day of November One thousand seven hundred and Ninety three sworn at the Office of Mr. James Stuart Hall who is Attorney 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 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 Soonoo Channakistnamah Chitty in this Cause — and that he hath so known him eleven or twelve years and that he doth know the Defendant Robert Henderson in this Cause — and tho he hath so known him also eleven or twelve years — and more he saith not to this first Interrogatory —

2 ..... To the second Interrogatory this Deponent saith that he was some time in or about the Month of May which was in the Year of our Lord One thousand seven hundred and Ninety Requested by the Complainant to purchase on his account sundry (twelve) China Chairs, two Couches and twelve Stools belonging to the abovenamed Thomas Davis — this Deponent saith that he did purchase the said Articles for the Complainant for the sum of seventy five Pagodas or thereabouts this Deponent saith that he did after he purchased the same order them to be sent to the House of the Complainant — This Deponent saith that the Complainant after opening the Packages mentioned that about nine Chairs were broken, but this Deponent saith that he doth not know whether any Broken Chairs were or were not returned to the said Thomas Davis — this Deponent saith that he the said Thomas Davis did send his Bill to the Complainant for the full amount of the said Article including therein the amount of the Broken Chairs

of the Chairs being broken this Deponent saith that the said Thomas Davies did promise to the Complainant and to this Deponent that he would bring the same number of Chairs from China the next season in lieu of those which were broken, this Deponent saith that the Complainant did inform this Deponent that in consequence of such promise he did pay the Deceased the amount of his Bill and that the amount of the said bill was Twenty five Pagodas this Deponent hath looked at the Paper Writing now produced and shown to him at the the time of this Examination marked A purporting to be a Bill and an Agreement of the said said Thomas Davis and saith that he believes that the signature thereto affixed are of the proper writing of the said Thomas Davis this Deponent saith that the said Agreement was not satisfied at the time of the death of the said Thomas Davies and more he saith not to this Second Interrogatory

3d. To the third Interrogatory this Deponent saith that he did subsequent to the death of the said Thomas Davies apply to the Defendant to purchase Chairs instead of those which were broken in conformity of the agreement of the said Thomas Davis which the Defendant refused to do this Deponent saith he doth not recollect how often he made such application, but that he did apply at the instance of the Complainant and more he saith not to this or to the last Interrogatory

Thos. Carry

Thos. Ledsham

167

Mayor's Court at Madraspatnam — Tuesday the 18 February Anno Dominí 1794.

Present

Henry Chichley Michell Esqr. Mayor

Andrew Ross and Alexander Cockburn

Aldermen

Between Simon Chimnah Khistnaiah Citty of Madras — Merchant Complainant and Robert Henderson Administrator with the Nuncupative Will of Thomas Davies late of Madras Merchant Deceased 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 an Account Current annexed the Defendants Plea and Answer, The Replication The Rejoinder, The Interrogatories and Deposition on the part of the Complainant with one Exhibit annexed On Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant out of the Estate and Effects of Thomas Davis Deceased the full and just Sum of Sixty nine Star Pagodas and Eighteen Fanams (Star Pagodas 69. 18.—)

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 26th day of February Anno Domini 1794

Present

Henry Chichley Michell Esqr. Mayor
William Webb and Andrew Ross Aldermen

Petition of Henry DuPuy One of the attornies of this Court praying that he may be allowed leave of absence for two years his Concerns in England requiring his personal attention, sent in Circulation in the days of Adjournment by order of the Mayor and acquiesced in by the several members and filed this day

Filed 13th February 1794

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Nullore Candapa Chittyar of Madras Inhabitant That Muhamood esoobuy, Mamodeesoo and Tippoo Said also of the same place Inhabitants did in and by a certain Bond or Obligation by them duly Executed and bearing date the Second day of January and Year of Christ One thousand seven hundred and Ninety three become Jointly Severally and Firmly bound unto Your Orator in the Sum of Seven hundred Pagodas Current Money of Madras conditioned for the paymet by them of the said Sum of Seven hundred Pagodas together with Interest thereon at and after the Rate of twelve per Cent per annum now before the Tenth day of may then Next Ensuing and Your Orator Sheweth unto this Honble Court that as a Collateral Security for Securing the repayment of the said Sum

Filed 25th February 1794

To the Honble the Mayors Court at Madraspatnam

The Humble Petition of Henry DuPuy one of the Attornies of the said Court

Sheweth

That Your Petitioner hath had the Honor to practice in this Honble Court for Twenty three Years and upwards, during which time his Concerns in England have undergon various changes, that at present require his personal Attention, Your Petitioner therefore prays this Honble Court he may be pleased to allow him leave of absence for two Years

And Your Petitioner shall Ever Pray

H. DuPuy

Extract

of Seven hundred pagodas together with Interest thereon
unto Your Orator as aforesaid they the said Mahamoodessen-
bury Mamoodesool and Tippoo Saib did in and by the said
in part recited Bond or Obligation aforesaid transfer as
-sign and set over unto Your Orator the Cadjan Bill of
Sale or Title Deeds of a Certain House and Ground their
property situated lying and being in pedda Naicks Pet
-tah And Your Orator Sheweth unto this Honble Court
that they the said Mahamoodessenbury Mamoodesool and
Tippoo Saib did in and by their said Bond or Obligation
Covenant and Agree to and with Your Orator, that in default
of payment being made by them of the said Sum of Seven hun-
-dred Pagodas together with the Interest Thereon in Manner
and form hereinbefore recited Your Orator might sue for and
recover the same in this Honble Court as by the said Bond
or Obligation in Your Orators possession ready to be produ-
-ced when required, reference being thereunto had all which
may more fully and at large appear And Your Orator
further Sheweth unto this Honble Court that they the said
Mahamadoossenbury Mahamadesool and Tippoo Saib
did also in and by one other certain Bond or Obligation
bearing date the twelfth day of February and in the Year of
Christ One Thousand Seven hundred and Ninety three becom
bound unto Your Orator in the sum of One hundred and Six-
-ty Pagodas Current Money of Madras Conditioned for
the payment of the said Sum of One hundred and Sixty
Pagodas with Interest thereon at and after the Rate of twelve
per Cent per Annum And Your Orator Sheweth unto this
Honble Court that they the said Mahamadoossenbury
Mahamadesool and Tippoo Saib did in and by their said
last

last mentioned Bond or Obligation also Covenant and agree to and
with your Orator that in default of payment being made by
them of the said Sum of One hundred and Sixty pagodas together
with the Interest in manner hereinbefore received Your
Orator might sue for and recover the same in this Honble
Court as by the said last in part recited Bond or Obligation in
your Orator possession ready to be produced when required, re-
ference being thereunto may more fully and at large ap-
pear — And Your Orator Sheweth unto this Honble Court
that by reason of the premises they the said Mahamood-
oossenbury Mahamoodesool and Tippoo Saib stand Justly
and truly indebted unto your Orator in the full and Just
Sum of Eight hundred and Sixty Pagodas being the Amount
of both the said hereinbefore in part recited Bonds or Obliga-
tions and in the further Sum of One hundred and twelve
pagodas thirty four fanams and forty Cash being the Amount
of Interest respectively due on the said Bonds or Obliga-
tions up to the twelfth day of February and present Year
of Christ One Thousand Seven hundred and Ninety four
making in the whole the Sum of Nine hundred and Seven-
-ty two pagodas thirty four fanams and forty Cash Cur-
-rent Money of Madras or in Sterling Money of Great-
Britain at the Rate of Eight Shillings for Every pagoda
the Sum three hundred and Eighty Nine pagodas and two
Shillings or thereabouts —

And Your Orator Sheweth unto this Honble
Court that they the said Mahamoodoossenbury Mahamoodesool
and Tippoo Saib being indebted unto Your Orator in Manner
aforesaid, Your Orator has frequently and in a friendly

manner applied to them for payment of the said Sum of nine hundred and Seventy two pagodas thirty four fanams and forty Cash -

But now so it is, may it please this Honble Court, they the said Mahamoodosenbury Mahamoodossol and Sippoo Saib 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 Mahamoodosenbury Mahamoodossol and Sippoo Saib may upon their several Corporal Oaths full true direct and perfect Answer make to all and singular the matters and things herein before set forth and alledged as if the same were here again repeated and interrogated, and that he may be decreed to pay unto Your Orator the aforesaid Sum of Nine hundred and Seventy two pagodas thirty four fanams and forty Cash together 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 Mahamoodosenbury Mahomoodossol and Sippoo Saib 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

and abide by such Order and Decree therein, as to this Honble Court shall seem meet -

Fort St. George 13th February 1794 -
This Bill was shewn to me in the
days of adjournment, & a summon
s to issue returnable next Court day -

H. C. Michell
Mayor

J. Stuart Hall
Atty for Compl.t

Mayor's Court at
Madraspatnam

Tuesday the 25th day of February
Anno Domini 1794 -

Present
Henry Chickley Michell Esqre Mayor
William Webb and Andrew Ross - Aldermen

Between Nullore Condapa
Chitty of Madras Inhabitant
Complainant and Mahamood-
oosenbury Mahamoodossol and
Sippoo Saib also of the same
place Inhabitants Defendants -

The Defendants Mahamadossol and Sippoo Saib 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 Mahamadossol and Sippoo Saib shall pay unto the Complainant the full and just Sum of Nine hundred and Seventy two Pagodas Thirty four Fanams and Forty Cash / Pagodas 972. 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

Filed the 19th Oct. 1795

In the Honble the Mayors Court at Madraspatnam

Between Paramanaroy Cania Complainant and Temmaka and Vencatachelam Defendants

The humble Petition of Vajjala Subbana of Madras Inhabitant

Sheweth

That the Complainant above named did on or about the twenty Seventh day of August and in the Year of Christ One Thousand Seven hundred and Ninety One Exhibit and File his Bill of Complaint against the Defendants above named for the Sum of twenty four Pagodas Current Money of Madras being the Amount due upon a certain Bond pretended to have been Executed by the Defendants to the Complainant — that to which Bill the Defendants having appeared and acknowledged the Justness of the debt on Execution of Issue against the Goods Chattels and Effects of the Defendants above named directed to the Sheriff of this Honble Court who Your Petitioner Sheweth instead seizing the property of the Defendants above named did at the instance of the Complainant above named Seize upon certain House and Ground situated near Chintadry pettah between the House of Pellavoo Gopathah and Suncar Soobaroo the property of Ane Gonetoty Narasamma and is about to sell the Same

That the said premises was in the Month of May and in the Year of Christ One Thousand Seven hundred and ninety mortgaged to your Petitioner by the said Gonetoty Narasamma for securing the payment of the Sum of Fifty Pagodas lent and advanced by your Petitioner and that which Sum with the Interest due thereon Amounting to the Sum of Fifty Eight Pagodas and twenty One Fanams is still due and owing to your Petitioner as by the Copy translate of a Mortgage Bond and the Copy of an Account Current hereunto annexed for the Inspection of this Honble Court and prayed by your Petitioner to be taken as part of this his petition the Originals being ready to be produced when required may more fully appear

Your Petitioner therefor prays that this Honble Court will be pleased to Order that the Sale of the premises aforesaid be superseded & that the necessary Seals be taken off the same and your Petitioner be allowed all Costs of this his Petition

Stuart Hall for himself & John Hamilton } Atty for Petr

Translation of a Mortgage Bond dated 10th Vyaasy of Sandawara year answering to Anno Domini 26th May 1790

I Gonetoty Narasamma do give this Mortgage Bond of House to Vajjala Soobana that is to say —

In Consequence of the non performance of their Funeral Rites & Ceremonies after the death of my Husband I have Mortgaded to you my House situated near Chintadry pete in Soonkooraw's Agra[ha]ram Between the Houses of

Petitioner Jogapatichetty and Sondear Soobarayen and borrowed and received of you the Sum of 150/fifty 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 p Ct. p annum & Redeem my Mortgage Bond, Indefault of which You are hereby empowered to prosecute this this Bond in the Honble the mayors Court and recover your money by disposing the House thus I have given this Mortgage Bond with my free will & Consent Witnesses

Jauna Vittaela
Soobanna

Gavarrujee Narrayanjee

by their knowledge this Mortgage Bond of House was drawn by Subramanien Sarkargery Pagadee

marked Narasamma

by his per
Interpreter

Signed/ Ranganaudam

a true Copy

J. Stuart Hall
for himself &
John Hamilton
Mtgees
Petrs

Dr. Gomtoory Narasimma in Account Current Vajjala Soobanna ... Cr.

1790				1791			
May	20	To the amount of your Mortgage Bond bearing date this day	50.1.11	Oct.	18	By Balance	58.21.-
1791							
Oct.	18	To Interest and to this day being 16 Months and 28 days @ 12 p Cent p annum	8.21.-				
		Pagodas	58.21.-			Pagodas	58.21.-

Fort St. George 18th October 1791

J. Stuart Hall
for himself &
John Hamilton
Mtgees for
Petrs

Filed 29 Nov. 1791

To the Honble the Mayor's
Court at Madraspatnam

Between Paramanoorey Cania
Complainant

and

Tummala Venkatalatchmey
Defendant

The Answer of Paramanoorey Cania of Madras Inhabitant to the Petition of Vajjala Soobbana also of the same place Inhabitant

The said Respondent saith he admits that he did at the time in the Petitioner said Petition mentioned file his Bill of Complaint in this Honble Court against the said Defendant to recovery of the Sum of Twenty four Pags

by the said Defendants upon their just Agreement, and this Respondent admits that the said Defendants appeared to the said Bill of Complaint and acknowledg the justness of this Respondents said Demand and that a Decree thereupon passed Against the said Defendants and that execution thereupon Issued at that the Sheriff by virtue thereof seized two third parts of the materials of a certain House in the said Petitioners said Petition mentioned and no more but this Respondent denies that the said Sheriff did seize the ground upon which the said House is erected for this Respondent saith that the said ground with other ground contiguous thereto has been for upwards of fifty Years last past and still is appropriated to Charitable purposes as is herein after mentioned and this Respondent denies that the premises so seized by the said Sheriff are belonging to Gountary Narasemma in the said Petition Named and thereby alledged and pretended to have been Mortgaged by her to the said Petitioner and this Respondent saith that the said Gountary Narasamma Never had any power or Authority whatever to mortgage the said premises; but this Respondent saith he verily believes that the said Mortgage Bond is merely set on foot by the said Gountary Narasamma and the said Petitioner to impede the sale of the said Premises mentioned in the Agreement or paper writing Copy whereof is annexed to this Respondents Bill of Complaint being two kinds of the Materials of which the said House is built. This Respondent further Answering saith that One Sunce Venatachella Chitty formerly of Madras Merchant who by the said pretended mortgage Bond is named Sunkoo as aforesaid hereto for that is to said sometime or about the Year of our Lord One thousand seven hundred and Twenty four, allot certain grounds situated in Chintadry petta to Charitable uses whereof the ground mentioned in the said Petition is a part, and having erected Habitations thereon, the said Sonnoo Vencatachella Chitty in his life time permited such Habitations to be Solely Occupied by poor Brahmans, and by their families upon the terms of each person keeping the Habitation individually allotted him in Repair so long as he Occupied the same; This Respondent further saith that after the Decease of the said Sunoo Vencatachella Chitty, the said Habitation, having gradually fallen into decay, and many of them having been blown down by Storm, of which the Habitation then erected upon the ground whereon the House now in question Stands was one, Three Persons named Naugumbettoo, Newombettoo, and Ramabettoo applied to the Heirs of the said Soonoo Venecatachella Chitty named Soonoo Venecatta Vama Chitty and as this Respondent has been informed Requested permission of the said Soonoo Venecatta Vama Chitty to Rebuild the said House upon Condition that they the said Naugumbettoo, Newombettoo and Ramabettoo should have the sole and exclusive right to Occupy the said House; and an interest in the Materials thereof so as to be at full liberty at future day to sell their right of Occupancy without demolishing or Selling any House which the said Naugambettoo, Newambettoo and Ramabettoo should so erect to which the said Soonoo Venecatta Vama Chitty having agreed the said Naugambettoo, Newombettoo and Ramabettoo thereupon as this Respondent has been informed accordingly built the House in the Petitioners said Petition Mentioned

and that they and their families lived and resided therein dur-
-ing the lives of them the said Nangambattee, Newambattee
and Ramabattee and this Respondent saith that they the said
Nangambattee, Newambattee and Ramabattee are since
dead and that upon their deaths the said House devolved upon
their widows Namely Timmack and Venkata Lutchmy the
Defendants in the said Cause and upon the said Gooroovy
Narasamma who pretends to have Mortgage the whole of
the said House and the ground upon which the same
stands whereas this Respondent saith that the said Gooroo-
-vay Narasamma as the widow of the said Newambattee
was only intitled to occupy third part or share of the
said House and has not an interest any more than in one
third of the materials wherewith the same is built and this
Respondent saith that differences having arisen between
the said Defendants and the said Gooroovy Narasamma res-
-pecting their respective rights to the said House the same
was at this Respondent has been informed adjusted by the
Heir of the Donor who directed the said Gooroovy Nar-
-asamma to occupy and enjoy one third part thereof
and no more which Several Matters this Respondent
will hereafter fully prove to the satisfaction of this or
Honble Court—

This Respondent therefore prays that
this Honble Court will be pleased to order
that the said Premisses may be Sold and
that the Petitioners said Petition may
be dismissed with Costs—

John White attorney
for the Respondent.

Interrogatories to be administered to
Such Witnesses as shall be produced Sworn
and Examined in a certain Matter now
pending and at Issue in the Honble the
mayors Court of Madraspatnam wherein
Vejala Soobbaa of Madras Inhabitant
is Petitioner and Paramanandy Comia
Respondent

In the Cause wherein the said
Paramanandy Comia is Complainant and
Timmacka and Venkata Letchmy
Defendants.—

On the part and behalf of the Petitioner

To all the Witnesses. 1st Do you or not know the parties Petitioner and
Respondent and Complainant and Defendants in the Title of
these Interrogatories named If you how long have you so
known them or either and which of them declare—

To Janna Vellaka
Soobanna &
Garvarajee Narsarajee

2d Look at the paper Writing now shown to you at this
the time of your Examination purporting to be a Mortgage Bond
granted and Executed by Gooroovy Narasamah to the Petitioner
in the Title of these Interrogatories named and say whether
the same was or was not duly Executed in your presence by the
said Gooroovy Narasamah and whether your Name thereunto
set and subscribed as a Witness attesting the Execution thereof
be or be not of your proper hand Writing or how otherwise
and do you or do you not know whether the Mortgage pre-
-mises in and by the said Bond set forth and described to have
been Mortgaged and assigned over by the said Gooroovy Nara-
-samah to the petitioner was or was not for the purpose of

declard to have been received by the said Goontoory Narasamah from the said Petitioner or how otherwise—

To Shabagery Rayadoo. 3d. Look at the paper Writing now shewn to you at this the time of your Examination porporting to be a mortgage Bond, granted and Executed by Goontoory Narasamah to the petitioner in the Title of these Interrogatories named and say whether you did or did not draw the same and whether you was or was not present when the same was Executed whether you do, or not know the said Goontoory Narasamah did borrow and received the money therein set forth from the Petitioner and whether in Consideration there of and for the better securing the repayment of the same, the said Goontoory Narasamma did or did not mortgage the premises in and by the said Bond declared to have been mortgaged and assigned over to the petitioner—

Last Interrogatory

To all the Witnesses 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 or advantage of the Petitioner in the Title of these Interrogatories named If you set forth the same as you know have heard or do believe together with the Reasons for each Your belief and effectually as if you had been thereunto Especially interrogated—

J. Stuart Hall
Atty for Petr

183

Translation of a mortgage Bond Dated 10 Vyauy of Saudauranaa Year Answering to Anno Domini 20 May 1790—

I Goontoory Narasamma do give this Mortgage Bond of House to Vijjala Soobbanna That is to Say—

In Consequence of the Non performance of the Funeral Rites & Ceremonies after the death of my Husband, I have Mortgaged to you my House Situated near Chintaudry-pata in Soonkoovaris Aggraaram Between the Houses of Pettoroo Jeapauliah and Soucar Soobarow and borrowed and received of you the Sum of 150/ Fifty Star Pagodas Current Money of Madras which Sum I do hereby engage to repay you or demand with all such Interest as shall or may become due thereon at the rate of 12 p Cft annum & Redeem my Mortgage Bond, Indefault of which you are hereby impowered to prosecute thro this Bond in the Honble the Mayors Court and recover your money by disposing the House Thus I have given this Mortgage Bond with my free will & Consentt Witnesses—

Jemma Vettoola Soobanna } Gavvoraujoo Narsa — Raujoo —

By their Knowledge this Mortgage Bond of House was drawn by Sabenevasoo Sadagery Royadoo

marked Narasamma } by her pen—

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

Ranganaendom
Interpreter

Mayors Court at
Madraspatnam

Between Vajala Soobbana of Madras Inhabitant is Petitioner and Paramanoory Conia Respondent In the Cause wherein the said Paramanoorey Conia is Complainant and Temmaca and Vencata Latchmey Defendts

On the Part of the Petetioner

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

Janna Vellosla Soobbana Bramin Inhabitant of Madras aged twenty four years or thereabouts being produced as Witness in this affair on the Part of the Petitioner was on the 8th day of October Anno Thousand Seven hundred and Ninety three Sworn at the Office of Mr. John White who is Attorney for the Respondent by Casawah 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 Sworn and examined deposeth as followeth—

1st ——— To the first Interrogatory this Deponent saith that he doth know the Petitioner Vajala Soobbana in this Affair and that he hath so known him four years or thereabouts and that he doth know the Respondent Paramanoory Conia in this affair and that he hath so known him three years and that he doth know de Defendants Temmacka and Vencata Latchemy in this Cause and that he hath so known them two years and more he saith not to this first Interrogatory—

2d ——— To the second Interrogatory this Deponent hath looked at the Paper Writing now shown to him at the time of his examination purporting to be a Mortgage Bond granted and executed by Quintory Narsanah to the Petitioner in the title of this Interrogatories and saith the same was duly

This Exhibit marked A was shewn to Janna Vellosla Soobbana—Javoorsajee Narsingjee—Sabagery Royadoo—Kannia and Vencatachary at the respective times of their Examination before me on the Part of the Petitioner & Respondent—In certain Matter Now depending in the Hon.ble the Mayors Court at Madraspatnam wherein Vajala Soobbana is Petitioner & Paramanoorey Coniah Respondent In the Cause Paramanoory Coniah Widow Temmacka & Vencatalatchemy was on the 5th & 8th day of October Anno Domini 1793—

Tho Parry
Exr

Executed in the presence of the Deponent by the said Guntoory Narsamah and that his Name is set and subscribed as a Witness attesting the execution thereof is of his proper hand writing — this Deponent saith that the Mortgaged Premises in and by the said Bond set forth and described to have been Mortgaged and assigned over by the said Guntoory Narsamah to the Petitioner was for the purpose of securing the payment of the Money in and by the said Bond declared to have been received by the said Guntoory Narsamah from the said Petitioner — and more he saith not to this or to the last Interrogatory

Thos. Parry
Esq.

Mayor's Court at
Madrasspatnam

Between Vajula Soobana
of Madras Inhabitant is
Petitioner and Paramoory
Conia is Complainant and
Tammaca and Venkata Latchamoory Defendants
On the Part of the Petitioner

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

Gavoraujoo Narsaraujoo Banian Inhabitant of Madras Aged Twenty nine Years or thereabouts being produced as Witness in this Affair on the Part of the Petitioner was on the fifth day of October One Thousand Seven Hundred and Ninety three Sworn at the Office of Mr. John White who is Attorney for the Defendant by Cawasjee his Servant who also left him and 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 Petitioner Vajula Soobanah in this Affair and that he hath so known him four Years or thereabouts — and that he doth know the Respondent Paramoory Conia in this Affair and that he hath so known him four Years or thereabouts — and that he doth know the Defendants Tammaca and Venkata Latchamoory in this Cause and that he hath so known them three Years and an half and more he saith not to this first Interrogatory —

2d. — To the second Interrogatory this Deponent hath looked at the Paper Writing now shown to him at the time of his Examination or reporting to be a Mortgage Bond granted and executed by Guntoory Narsamah to the Petitioner in the title of these Interrogatories named and says that the same was duly executed in his presence by the said Guntoory Narsamah — this Deponent saith that his Name thereunto set and subscribed as a Witness attesting the execution thereof is of his proper hand and as writing — this Deponent saith that he doth know that the Mortgaged Premises in and by the said Bond set forth and described to have been mortgaged and assigned over by the said Guntoory Narsamah to the Petitioner was for the purpose of securing the payment of the Money in and by the said Bond declared to have been received by the said Guntoory Narsamah from the said Petitioner and more he saith not to this or to the last Interrogatory —

Thos. Parry
Esq.

Mayor's Court at
Madraspatnam

Between Vajala Soobbana of Madras Inhabitant is — Petitioner and Paramanoory Conia Respondent in the Cause wherein the said Paramanoory Conia is Complainant and — Timmacka and Venatadatchamay Defendant —

On the Part of the Petitioner

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

Shashagerry Royadoo School Master Inhabitant of Chintadre-pettah Aged twenty six years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioner was on the 5th day of October One Thousand Seven hundred and Ninety three signified at the Office of Mr. John Monk who is Attorney for the respondent by Cusack 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 Petitioner Vajala Soobbana in this Affair and that he hath so known him two or three years — and that he doth know the Respondent Paramanoory Conia in this Affair and that he hath so known him two years — and that he doth know the Defendants Timmacka and Venatadatchamay in this Cause and that he hath so known them three (or) four Years — and more he saith not to this first Interrogatory —

3rd ..... To the third Interrogatory this Deponent hath looked at the Paper Writing now shewn to him at this the time of his Examination purporting to be a Mortgage Bond granted and executed by Guntoory Narsamah to the Petitioner in the Title of these Interrogatories named and says that he this Deponent did draw the same and that he was present when the same was executed this Deponent saith that he doth know the said Guntoory Narsamah did borrow and receive the Money therein set forth from the Petitioner this Deponent saith that in consideration thereof and for the better securing the repayment of the same the said Guntoory Narsamah did mortgage the premises in and by the said Bond declared to have been mortgaged and assigned over to the Petitioner and more he saith not to this or to the last Interrogatory —

Thos. Barry
Ex.

Interrogatories to administrate and to such Witnesses as shall be produced Sworn and Examined in a certain cause or matter now depending and at issue in the Hon.ble the Mayor Court at Madraspatnam wherein Paramanoory Conia of Madras is Complainant and Timmacka and Venatadatchamay are Defendants

In the Matter wherein Vajala Soobbana is Petitioner and the said Paramanoory Conia is Respondent —

On the part and behalf of the Respondent as follow

3rd ..... To

and do you or not how the said Petitioner in the title of these Interrogatories Named or any or either and which of them. If yea how long have you so known them or any or either and which of them respectively declare

Second Interrogatory to Ramiah Venkatachary and Narasiah

Do you or do you not know or have you or not ever heard of any ground situated in Chindatry Pettah being heretofore allotted or appropriated by Sriman Venkatachella Chitty formerly of Madras deceased to charitable purposes If yea Look upon the Cadjan writing now produced and shewn to you at this the time of your Examination marked with the Letter B bearing date twenty first May of Sundanvara year and purporting to be an agreement entered between the said Complainant and Defendants and Look upon the paper writing or Deed now produced to you bearing date the tenth of May of Sundanvara year from Goorlavy Narasamah Vajala Soobanah Setty and others Inhabitants of the said Town which is not the same mentioned already as part of the ground which was so allotted and appropriated or preparation of the said Ground by whom or by the Houses in the said Agreement mentioned erected and built as you know or have heard and believe and what interest had the person or persons who erected the said house respectively therein, are such person being or dead if dead who is or are their respective representatives or widows Has the Petitioner and the said Defendant Timmacka and Venkatalatchmy in the title of these Interrogatories Named any and what Right title interest or share in or to the said House If yea what is their respective interests or shares therein can they or any or either of them sell dispose of their interest in the said House or not has the said Petitioner right to Mortgage the said House or any and what part thereof and how much thereof Declare all you know have heard and do believe touching this Interrogatory and

truth fully and at large set forth

Last Interrog

Do you know of any other Matter or thing or have you heard or can you set forth any other thing touching the Matter in question in this Cause, that may tend to the benefit and advantage of the Respondent in the title of these Interrogatories named If yea declare the same as fully and particularly as if you had been thereunto particularly interrogated and the whole truth declare

John White attorney for the Respondent

This Exhibit marked B was shewn to Runniah and Venkatachary at the respective times of their Examination before me on the part of the Respondent In a Certain matter now depending in the Hon^ble the Mayors Court at Madraspatnam wherein Vajala Soobanah is Petitioner Paramanoory Comiah is Respondent In the Cause Paramanoory Comiah VERS Timmacka and Venkatalache my was on the 21st day of October Anno Dominie 1793

Tho^s Carry Esq^r

Malabar

193

Mayor's Court at
Madraspatnam

Between Paramanoory Coniah
of Madras is Complainant and
Timmacka & Vencatalachmey are
Defendants in the Matter where-
in Vajjala Seshana is Petitioner
and the said Paramanoory Conia
is Respondent—

On the Part of the Respondent—

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

Raumiah Calendar Bannicy Inhabitant of Chintadrepatta Aged forty four
years or thereabouts being produced as a Witness in this Affair On the Part of the
Respondent was on the twenty first day of October One thousand seven hundred
and Ninety three — Sworn & Examined at the Office of Mr. James Stuart Hall who is At-
torney for the Petitioner by reason a 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 Paramanoory Coniah in the Cause and that
he hath so known him twenty Years — and that he doth know
the Defendants Timmacca & Vencatalachmey in this Cause
and that he hath so known them from his this Deponents Infan-
cy but that he does not know the Petitioner Vajjala Seshana
in this Affair and more he saith not to this first Interrogatory—

2d. To the Second Interrogatory this Deponent saith that he doth
know a certain Piece of Ground situated in Chintadrepattah
heretofore allotted or appropriated by Sarvea Vencatachellah
Chetty

have been

Chitty formerly of Madras Deceased to charitable purposes - this Depo-
nent hath looked upon the Cadjan Writing now produced and shown
to him at the time of his Examination marked with the Letter
B bearing date the Twenty first Maudy of Saudarana Year and
purporting to be an Agreement entered into between the said Com-
plainant and Defendants - this Deponent hath also looked
upon the Paper Mortgage Bond now produced to him bearing
date the tenth of Wyaasy of Saudarana Year from Goontoory or
Narasamah to Vajjula Soobana - this Deponent saith that
the Ground upon which the House in the said Paper Writing
mentioned stands in a part of the Ground so allotted - this Depo-
nent saith that Seneco Vencatachella Chitty was former-
-ly and that Seneco Peddakistnamah Chitty is now conside-
red as the Proprietor of the said Ground - this Deponent saith
that the House in the said Agreement mentioned was erected
and built by three Persons as follows - Nagambatlas Narsiah
& Raumiah - to whom it equally belonged - this Deponent
saith that the said three Persons are dead - and that their res-
pective Widows are their Representatives - this Deponent saith
that the Petitioner has no right or Interest or Share in the said
House - but that the Defendants have right to two thirds of
the said House - this Deponent saith that the concerned in the
said House have right to mortgage or sell the Materials of
their respective Shares in the said House - this Deponent saith
that the Petitioner has no right to mortgage or sell any part of
the said House - and more he saith not to this or to the last
Interrogatory

Thos Parry
Ex.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th day of February Anno Domini 1794 -

Present

Harry Chichley Michell Esqr Mayor
William Webb and Andrew Ross - Aldermen

Paramanoory Cania
ver
Timmacha and Vencatalatchemey

Petition with Copies of a Mortgage Bond and an Account Current annexed Read -
Answer Read -
Interrogatories on the part of the Petitioner with an Exhibit annexed Read -
Three Depositions taken thereunto Read -
Interrogatories on the part of the Respondent with an Exhibit annexed Read -
One Deposition taken thereunto Read -

The Matter in Dispute between the Petitioner Vajjula Soobanah and the Respondent coming on to be argued and Determined this day in the Presence of their Attornies on both Sides On Hearing the Arguments made use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order, and doth accordingly Order that the Petitioners Petition be thrown out with Costs. —

Filed 28. February 1794

In the Honorable the Mayors Court at Madraspatnam

Between Nancy Hagan Madras widow and Inhabitant Complainant and Condraigula Jaggernaut Row of the same place Defendant

Nancy Hagan of Madras widow and Inhabitant the Complainant above Named Maketh Oath and saith That Condraigula Jaggernaut Row of Madras aforesaid the Defendant above Named is justly and truly indebted to this Deponent in the just sum of One thousand Six hundred and twenty Pagodas and upwards for Principal and Interest due on a Bond bearing date the twelfth day of December in the year of Our Lord One thousand Seven hundred and ninety one and entered into by the said Defendant to this Deponent by the name of Mrs Nancy Hagan in the Penal Sum of Three Thousand Pagodas Current Money of Madras conditioned for the payment of One Thousand and Five hundred Pagodas

Sworn translated as near as can be by Wm. Lewcock

(Signed) Nancy Hagan

P. Daly

Na Honorable Corte Mayoral de Madras tapatas

Entre Nancy Hagan Viuva de Madras tal Habitante Demandante e Condraigula Jaggernaut Row de Mesma hegar Defendente

Nancy Hagan Viuva de Madraste Habitante adima mensionada Demandante Ella Juramento e Dis q Condraigula Jaggernaut Row de Madraste adima dis em sua Justa e devidamente endividado este Deponente na Justa Somade hum mill Seis Centas e Vinte Pagodas emais para Principal e Interesse q deve Sobre hum Conto de data de doze de Dezembro no anno de Nosso Senhor de Mill Sette Centas e Noventa hum q foy entregado es por dito Defendente es este Deponente por o nome d'Nancy Hagan a Penal Soma de tres Mill Pagodes Moeda Corente de Madraste Condensesendo por Pagamento de hum Mill e Cinco Centos Pagodas

Nancy Hagan

Sworn to before me this 28th day of Feby 1794

P. Daly Mr.

Extract from the Minutes of the Court Held at the Town Hall on Tuesday the 4th day of March Anno Domini 1794

Present

Henry Oakley Michael Esqr. Mayor

Josias DuPré Porcher and James Daly

Aldermen

Nancy Hagan

versus

Condraigula Jaggernaut Row

Affidavit of the Complainant Sworn to before Mr Alderman Daly the 27th and 28th Ultimo

July 29th February 1794

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Pinnapurkum Moonoogery Modelliar of Madras Inhabitant That Syva Mootiah of the same place Inhabitant stands justly and truely indebted unto Your Orator in the Sum and just sum of One hundred and fifty seven Star Pagodas Eleven Fanams and sixty five Cash Curran money of Madras making in sterling money of Great Britain at the Rate of eight Shillings for every Pagoda the Sum of Sixty two Pounds and Eighteen shillings or thereabouts as will more fully and at large appear by an Account Current arising upon a Mortgage Bond or writing Obligatory by him the said Syva Mootiah duly executed unto your Orator Copies whereof are 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 the Possession of your Orator's Attorney at Law and ready to be produced when called for - and your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested payment from the said Syva Mootiah of the said sum of One hundred and fifty seven Star Pagodas Eleven Fanams and sixty five Cash

But now so it is may it please this Honble Court that the said Syva Mootiah 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 Syva Mootiah 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 same were herein again repeated and particularly interrogated and that he may be Decreed to pay unto your Orator the aforesaid sum of one hundred and fifty seven Star Pagodas Eleven Fanams and sixty 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 Syva Mootiah Modelly 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 by 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 29 February 1794 -

This Bill was Shewn to me in the
days of Adjournment to be Summons
if one Returnable Next Court day -

J: Parley
Atty for Compl.

H. C. Michell
Mayor

Sr. Syra Mootiah in Account Current with Punnapaurkum Arroonagery Moodelliar &c.

1793 Febry 27	To the Amount of your Mortgage Bond bearing date this day	140	—	1794 Febry 27	By Balance due	157	11.65
1794 Febry 27	To Interest on ditto to this day being 1 year and 10 days @ 12 ℘ Cent ℘ Annum	17	11.65				
	Pagodas	157	11.65		Pagodas	157	11.65

Madras
27th Febry 1794

E E (signed)

a true Copy
G. Pasley
atty for Compt.

Translation of a Mortgage Bond dated 27th Many of Parudauty year answering to Anno Dominy 27th February 1793.

I Syra Mootiah do give this Mortgage Bond to Punnapaurkum Arroonagery Moodelliar of Madras, That is to say—

In Consequence of my Urgent Occasion I have this day Mortgaged to you my Ground Situated in Pedinaig Pettah Near to King & Pallay's Chantry North to the Ground of Ponnambala Moodeliar and South to Lane together with the Court Bill of Sale thereof which is in my Name and borrowed and received of you the sum of Pags 140 One hundred and forty Pagodas which sum I do hereby engage to repay you on or before the 30th Auvany or 12th September with all such Interest as shall or may become due thereon at the rate of 12 ℘ Cent ℘ Annum In default of which payment I do hereby impowered to recover by disposing the premises as by prosecuting in the Honble the Mayor's Court I am not to Contest with you by filing Demurrer Plea and Answer thereto Thus I have given this Mortgage Bond with my free will and Consent Witnesses Mylay Nadeapurry Moodelliar and Narrensinna Naicken by their Knowledge drawn by the One hand writing—

(Signed) Syra Mootiah L.S.

Witnesses Signed
Mylay Nadeapurry
Narrensinna

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

(Signed) Ranganaudam
Interpreter

a true Copy
G. Pasley
atty for Compt.

Mayors Court at Tuesday the 4th day of March
Madrasputnam Anno Domini 1794
Present
Henry Chichley Michell Esqr Mayor
Josias DuPre Forster and James Daly
Aldermen

Between Punnapaukum Arroonagery Moodeliar of Madras Inhabitant Complainant and Syra Mootiah of the same place Inhabitant Defendant—

The Defendant being in Court and acknowledging the justness of the Complainants demand this Court doth—

doth therefor think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of One Hundred and fifty Seven Pagodas Eleven Fanams and Sixty five Cash [Pagodas 157-11-65.] 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

Huz

Filed the 7th August 1793

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Narrekistna Vencatasa of Madras Merchant that Pandah Cavalrom Strackistna Gramoostah of Vencatasa Boothanjee of the same place Merchant stands indebted unto your Orator in the full and just sum of two Thousand nine hundred and fifty seven Pagodas and Fifty 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 Thousand one hundred and eighty three Pounds two Shillings and Eleven 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

mining upon a Mortgage Bond given and granted unto your Orator by the said Pandah Cavalrom Strackistna on the Twenty ninth day of August which was in the Year of our Lord One Thousand seven hundred and eighty nine for the

of Two Thousand and five hundred Star Pagodas payable in Two months or Sixty days from the date thereof with Interest at the rate of twelve per Cent per annum the Originals whereof being in your Orators possession and ready to be produced when called for— And your Orator Sheweth that it is further Covenanted and agreed by the said Pandah Cavalrom Strackistna 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 should in Such default be at Liberty to sue for the same in this Honble Court by which said Agreement and Covenant of the said Pandah Cavalrom Strackistna 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 Spirite and Construction of his late Majestys Charter now in force respecting the prosecution of Suits between the Natives of Madras in the Honble the Mayors Court and Whereas your Orator hath frequently and in an Amicable Manner required payment of the said Sum of Two Thousand nine hundred and fifty seven Pagodas and Thirty nine Fanams for the said Pandah Cavalrom Strackistnah—

But now so it is may it please this Honble Court the said Pandah Cavalrom Strackistnah 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 Pandah Cavalrom Strackistnah may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein

Dr. { Pandah Caverdrom Streekistan Commander of Vencatasa Bottaneja in account Current with Narrekistna Vencatasa } Cr.

1789				1790			
Augt. 29th	To the Amount Principal of your mortgage Bond to me of this date	2500	—	March 11th	By Cash Received for Interest to this day	164	7 40
				June 14th	By Do	73	15 —
				1792			
1793				Janry 19th	By Do in part of the Principal	400	— —
July 20th	To Interest on Do from 29th August 89 to this day is 3 Yrs 10 Mos & 21 @ 12 p Cent p Annum	166	22 40	1793 July 20th	By Interest on Do from 19th Janry 92 to this day is 1 Yr 6 Mos @ 12 p Cent p Annum	172	6 —
						709	28 40
					By Balance due	295	34 —
	Pagodas	366	22 40		Pagodas	366	22 40

Madras 20th July 1793.

Errors Excepted

per Cnl. Kennaway & Capt. Allan

Port St. George 29th July 1793

The Hon'ble the Governor in Council

Returns the Statement of Accounts between the Estate of the late Narrekistna Vencatasa and Pandah Caverdrom Streekistan Commander of Bottaneja and requests the Accountant General will be pleased to examine the same and report thereon

By Order

Wm. Medows
Secy.

true Copy
Hy Dubois
Actg Compt.

Filed 20th august
1793.

In the Honble the Mayors
Court at Madraspatnam

Between Ramchistna Ven-
catasa of Madras Merchant
Complainant and Pandah
Cavalrom Streekistna Goomas-
tah of Vencatasa Bothurjee
of the same place Merchant
Defendant

The Affidavit of Ramchistna Venceatasa the above Named Complainant

This Deponent Maketh Oath and saith that the abovenamed Defendant stands Justly and Truely Indebted unto this Deponent in the full and Just sum of Two Thousand Nine hundred and Fifty seven Pagodas and Thirty Nine Fanams Current money of Madras And this Deponent further saith that the Defendant hath been within the Jurisdiction of this Honble Court since the Cause of action arose

(Signed) Ramchistna Venceatasa

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

Ranganaudom
Interpreter

Mayors Court at
Madraspatnam

Tuesday the 4th day of March
Anno Domini 1794

Present

Henry Chichley Michell Esqr Mayor
Josias DuPré Porcher and James Daly
Aldermen

Between Ramchistna Vencatasa
of Madras Merchant Complai-
nant and Pandah Cavalcom
Strakistna Goomoostah of
Venkatasa Boothurjee of the
same place Merchant De-
fendant

It Appearing by the Records of this Court that the space of Six Months (the time limited in his Majesty's Charter) had expired 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 do pay unto the Complainant the full and just Sum of Two Thousand Nine hundred and Fifty seven Pagodas and Thirty Nine Fanams (2957 P. 39 F.) together with all such Interest as now is or shall hereafter become due thereon till full Payment is made also all Costs of this Suit

H Cw

Filed 31st Oct. 1793

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Chetropoo Ganguroojoo of Madras Inhabitant that Chellacolapoody Sutawramadoo also of Madras Inhabitant stands indebted unto Your Orator in the full and just Sum of One hundred Star Pagodas Current money of Madras making in Sterling Money of Great Britain at the rate of eight Shilling for every Pagoda the Sum of Fourty Pound or thereabouts as will more fully and at large appear by the Copy of a Bond or Obligation hereunto annexed for the inspection of this Honble Court and prayed by your Orator to be taken as part of this his Bill of Complaint the Original whereof is in your Orators possession and ready to be produced to this Honble Court when required and your Orator Sheweth that the said Chellacolapoody Sutawramadoo did on or about the 6th day of May in the present Year of Christ One Thousand Seven hundred and ninety three execute the Bond or Obligation Copy whereof is hereunto Annexed and did therein & thereby acknowledge to have Borrowed & Received from your Orator the Sum of Three hundred and fourty two which Sum the said Chellacolapoody Sutawramadoo did promise & engage to pay in two different times to wit One hundred Pagodas in the space of two Months from the day of the date of the said Bond and the remainder Principal & Interest in Six Months and your Orator Sheweth that the time of the payment of the first instalment was expired on the fifth of July last and your Orator hath frequently applied for the payment thereof

But now so it is and may it please this Honble

wilfully refuses to pay the said Sum of One hundred Pagodas or to give your Orator any Manner of Satisfaction touching the premisses Your Orator 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 Chellaculapoody Sattauramadoo 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 you the aforesaid Sum of One hundred Pagodas with all such Interest as now is or Shall hereafter become due thereon and also Cost of the Suit

May it Please this Hon^ble Court to Cause the said Chellaculapoody Sattauramadoo to be Summoned and Required by the Sheriff of Fort S^t 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 abide by such Order and Decree therein as to this Hon^ble Court Shall Seem Meet

Madras
31st Oct^r 1793.

This Bill was shewn to me in the days of Government to summon & you to return the Next Court day

Jn^o Mitford
Mayor

R: Williams
for S: Popham
& Self Att^ys
for Compl^t

211

Translation of a Bond Dated 25th Chittery of Bramaudeucha Year answering to anno Domini 5th May 1793.—

I Chellaculapoody Sattauramadoo do give this Bond to Chetrapoo Gangaurayjoo That is to say—

In Consequence of my urgent Occasion I have this day borrowed and received of you the Sum of f 343 Three Hundred and forty three Sicca Pag^s 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 9 p^r Cent p^r Annum in two Different times Viz^t The Sum of One Hundred Pag^s in the Space of Two Months from the date hereof and within the Space Ten Months from that time the Remainder Principal and Interest and to receive my Bond Indefault of which You are hereby empowered to Recover Your principal and Interest by Prosecuting me in the Hon^ble the Mayors Court together with the Charges attending thereto This I have given you this Bond with my free will and Consent Witnesses Guntoor Rasaveah and Morapoody Dausardy by their Knowledge this Bond was Drawn by Muddoy Venkatayya—

Witnesses Signed
Guntoor Rasaveah
Morapoody Dausardy

Signed Chellaculapoody
Sattauramadoo

A True Translation as near as can by from the Gentoo Language—

Ranganaudom
Interpreter

Stone Copy
Williams for S: Popham & Self

Mayors Court at Madraspatnam

Tuesday the 4th day of March Anno Dominis 1794

Present

Henry Chichely Michell Esqr. Mayor
Josias Dupre Cowher and James Daly
Aldermen

Between Chetty pen Gangaveram s/o of Madras Inhabitant Complainant and Chellandapiody Seetaramadoo deceased Madras Inhabitant Defendant —

It Appearing by the Records of the Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One hundred Pagodas Pagodas 100 — — 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 —

H W

Fort St. George 4th March 1794

To the Honble the Mayors Court at Madraspatnam

Between James Daly and Soonoo Tadda Kistnamah Chetty administrators to the Estate of Chinna Kistnamah Naick Deceased Complainant and Emanuel Samuel Deceased —

The Humble Petition of the above named Defendant

Sheweth

That the Cause being at issue several Witnesses have been Examined on the part of the Complainants and on the last Court day the twenty fifth of February last publication at the instance of the said Complainants have passed in this Cause —

That your Petitioner hath been lately very ill and unable to attend to the Management and Prograss of the said Cause and Examination of the Witnesses, and that he hath now several Material Witnesses to be Examined whose Testimony will be very Essential to your Petitioner as by Affidavit appears and without which he cannot safely proceed to the Hearing of the said Cause, and which Your Petitioner has Verified in his Affidavit —

Your Petitioner most humbly prays this Honble Court, that publication in this Cause may be Enlarged for a fortnight and your Petitioner will Ever pray

Stuart Hall Att'y for Defend't

Filed 4th March 1794

In the Honble the Mayors Court at Madraspatnam

Between James Daly and Somroo Pedda Kistnamah Chitty administrator of Chinna Kistnamah Naick deceased Complainants and Emanuel Samuel Defendant

The affidavit of the above named Defendant Emanuel Samuel the Defendant above named Maketh Oath and - saith that he hath not seen heard read or been informed of the purport or Contents of any of the depositions taken in the above Cause, nor will he this Deponent see hear read or be informed of the purport or contents of the said depositions until publication shall be further Enlarged and past by the Order of this Honble Court in Case such Order can be obtained - And this Deponent further saith that he hath several material Witnesses to Examine with George Edward Aylin Venkatachellum Naig and Cattaly Rampilley and without whose Evidence this Deponent is advised he Cannot safely proceed to a hearing -

E. Samuel

Fort St. George
Sworn to this Twenty fifth
Day of February 1794 before me
Benjn Roebuck
Alderman

D. Stuart Hall Atty for Plff

Filed 4th March 1794

In the Honble the Mayors Court at Madraspatnam

Between James Daly and Somroo Pedda Kistnamah Chitty Administrators of the Estate and Effects of Chinna Kistnamah Chitty deceased Complainants and Emanuel Samuel Defendant

The affidavit of James Stuart Hall One of the Attornies of this Honble Court -

James Stuart Hall above named 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 until the further Order of this Honble Court, in case such Order can be obtained for the said - Defendant to Examine his Witnesses -

Sworn to in Court this
4th March 1794 -

G. Taylor
Regr

D. Stuart Hall
Defts Attorny -

215

J.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of March Anno Domini 1794

Present

Henry Chickley Michell Esqr. Mayor
Josias Du Pré Porcher and James Daly
Aldermen

James Daly and Juncca Pedda Kistnamah Chitty Administrators of Chinna Kistnamah Naick deceased
against
Emanuel Samuel

Petition and Affidavit of the Defendant Sworn to before Mr. Sherman the 25th Ultimo and Affidavit of Mr. James Stuart Rell the Attorney for the Defendant sworn to in Court read and Petition ordered to be lodged for the time of Fourteen days to which the Attorney for the Complainants objects Ordered that the prayer of the Petitioner be Overruled The attorney for the Complainants prays that this Cause may be set down for Hearing Ordered accordingly

Fiats the 25th Octr 1793

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

Humbly Complaining Sheweth unto this Hon^ble Court your Orator Boompawkom Arnagery Modelliar of Madras Inhabitant by his attorney and assignee Jacob Sander Linden of Madras aforesaid Inhabitant That Jeremallore Vaidagery Roylo late of Madras Inhabitant stands justly and truly indebted unto your Orator in the

and just Sum of Seventy five Star Pagodas Current Money of Madras being the ballance of an Account Current annexed, due and Owing to your Orator on his the said Jeremallore Vaidagery Roylo's Bond or writing obligatory by him the said Jeremallore Vaidagery Roylo duly executed and bearing date the eleventh day of September in the Year of Our Lord one Thousand seven hundred and Ninety one which will more fully and at large appear by the said original Bond or writing obligatory duly executed by the said Jeremallore Vaidagery Roylo and by an assignment of the said Bond or writing obligatory duly executed by the said Boompawkom Arnagery Modelliar and which said Bond and Assignment thereof are ready to be produced whenever this Hon^ble Court shall require. And your Orator demanded payment from the said Jeremallore Vaidagery Roylo of the said Sum of Seventy five Star Pagodas current money as aforesaid making in Sterling Money of Great Britain at the rate of eight Shelling for every pagoda the Sum of thirty Pounds or thereabouts

But now so it is may it please this Hon^ble Court that the said Jeremallore Vaidagery Roylo combining and Confederating how to injure and defraud your Orator in this behalf has not yet paid your Orator the said sum of seventy five Star Pagodas or any Part thereof but hath altogether refused and still 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 Jeremallore Vaidagery Roylo may upon his Oath true full perfect and direct answer make to all and singular the Matters and Charges

were herein again repeated, and Interrogated and that the said Terenallore Vaidagery Royloo may be Decreed by this Honble Court to pay unto your Orator the said Sum of Seventy five Star Pagodas with interest in the meantime together with all such Costs and Expences as your Orator shall sustain and be put to in Recovery thereof, and that Your Orator may be further and otherways relieved in the premises according to Equity and good Conscience and as the Nature and Circumstances of your Orator's case shall require.

May it therefore please this Honble Court to Cause the said Terenallore Vaidagery Royloo 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 25th Octr 1793.

J. Basley
Attg for Compltt.

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

Jno Mitford
Mayor

Dr Terenallore Vaidagery Royloo in account Current with Poonapaukam Arnagery Moodelliar Cr

1793				1793			
Sept.	11	To the Amount of your Bond bearing date this day	60.--	Oct.	11	By Ballance due	75.--
Oct.	11	To Interest on ditto to this day being 2 Years and 1 month @ 12 p Cent p Annum	15.--				
			Pagodas 75.--				Pagodas 75.--

Madras 11th Octr 1793

E.E. Signed (Illegible)

a true Copy

J. Basley
Attg for Compltt.

Mayor's Court at Madraspatnam

Tuesday the 4th day of March Anno Domini 1794-

Present

Henry Chichley Michell Esqr Mayor
Josias Dupre Porcher and James Daly
Aldermen

Between Poonapawkom Arnagery Moodelliar of Madras Inhabitant by his Attorney and Asinger Jacob

aforesaid Inhabitant Complainant
and Seremallore Vaidagery Rogloo
alias of Madras Inhabitant De-
fendant.—

It Appearing by the Records of the Court that the usual Rules have issued for the Defendant to answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Seventy five Star Pagodas Star Pagodas 75. —. / together with all such Interest as now is or shall hereafter become due thereon until the full payment is made also all Costs of this Suit.—

How

Filed 23 Janry 1794

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator John Linham of Madras Tavern Keeper, That De Chaternet of the same place Inhabitant stands justly and truly indebted unto your Orator in the full and just sum of one hundred and sixty five Star Pagodas and Twenty six Fanams Current Money of Madras making in sterling Money of Great Britain at the rate of eight shilling for every Pagoda the sum of sixty six Pounds and four Shilling or thereabouts for meat, drink, Lodging and other Necessaries by your Orator found and provided for the said De Chaternet, and at his special instance and request as will more fully and at large appear by Copy of a Bill hereunto annexed for the inspection of this Honble Court, and prays that the same may be taken as part of this his Bill of Complaint, the Original whereof is in the Possession of your Orator's Attorney at Law; and ready to be produced when required; and your Orator further sheweth unto this Honble

frequently and in an amicable Manner Requested payment from the said De Chaternet of the said Sum of one hundred and sixty five Star Pagodas and Twenty six Fanams—

Dutnow so it is may it please this Honble Court that the said De Chaternet 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 such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End Therefore that the said De Chaternet may upon his Corporal oath full true direct and perfect answer make to all and singular the matters and things herein before set forth and alledged as fully truely and effectually to all intents and purposes as if the same were herein again repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of one hundred and sixty five Star Pagodas and Twenty six 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 De Chaternet to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras patnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to answer this your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Fort Saint George 23. January 1794

This Bill was shown to me in the day of Adjournment and the Complainant having made Oath to the justness of his demand, and that he has Reason to believe that the Defendant will abscond from the jurisdiction of this Honble Court on hearing that a Bill of Complaint is filed against him let a summon issue returnable immediately and all warrant of arrest issue thereon — W. C. Michell

J. Pasley
Att.y for Compl.t

224

aforesaid Inhabitant Complainant
and Seremallore Vaidagery Reglos
alias of Madras Inhabitant De-
fendant.—

It Appearing by the Records of the Court that the usual Rules have issued for the Defendant to answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Seventy five Star Pagodas/Star Pagodas 75.—/ 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.—

Hue

Filed 23 Janry 1794

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Lenham of Madras Tavern Keeper That De Chatenet of the same place Inhabitant Stands justly and truly indebted unto Your Orator in the full and just sum of one hundred and sixty five Star Pagodas and Twenty six Fanams Current Money of Madras making in sterling Money of Great Britain at the rate of eight shilling for every Pagoda the Sum of Sixty six Pounds and four Shilling or thereabouts for meats drink, Lodging and other Necessaries by your Orator found and provided for the said De Chatenet, and at his special instance and Request as will more fully and at large appear by Copy of a Bill hereunto annexed for the inspection of this Honble Court, and prays that the same may be taken as part of this his Bill of Complaint, the Original whereof is in the Possession of Your Orator's Attorney at

frequently and in an amicable Manner Requested payment from the said De Chatenet of the said Sum of one hundred and Sixty five Star Pagodas and Twenty six Fanams—

Dutnow so it is May it please this Honble Court that the said De Chatenet 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 such as to this Honble Court shall appear agreable to Equity and good Conscience To the End Therefore that the said De Chatenet may upon his Corporal oath full true direct and perfect answer make to all and singular the matters and things herein before set forth and alledged as fully truely and effectually to all intents and purposes as if the same were herein again repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of one hundred and sixty five Star Pagodas and Twenty six 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 De Chatenet 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 Saint George 23d January 1794

J Pasley
Atty for Compl.t

This Bill was shewn to me in the day of Adjournment and the Complainant having made Oath to the justness of his demand, and that he has Reason to believe that the Defendant will absond from the jurisdiction of this Honble Court on hearing that a Bill of Complaint is filed against him let a Summons issue returnable immediately and a Warrant of Arrest issue thereon— H.C. Michell
Mayor

Mr De Chatemet ... Dr

			£	s	d
Sept.	9	1 Dinner			24
		1 Bottle of Claret			24
		1 Tea			3
		1 Glass Breake			2
	9	1 Bed			12
	10	1 Bottle Madeira			24
	11	1 Do Do			24
	12	1 Do Do			24
		2 Glass Shurbet			6
	13	1 Bottle Madeira			24
		1 Glass Shurbet			3
	14	2 Do Do			6
	15	1 Bottle Madeira			24
		1 Glass Shurbet			3
	16	2 Do Do			6
	17	4 Do Do			12
	18	1 Bottle Madeira			24
		1 Dinner			24
		1 Bottle Claret			24
		1 Glass Shurbet			3
	19	1 Do Do			3
		2 Do Brandy			6
		1 Bottle Madeira			24
	20	1 Glass Shurbet			3
	21	1 Bottle Madeira			24
	22	1 Do Do			24
	23	1 Do Do			24
		Boarding & Lodging for 14 days @ 1 Pag. p Day	14		
		2 Glass Shurbet			6
	24	Board & Lodging	1		
		1 Glass Shurbeth			3
		1 Wine Glass Broke			12
	25	Board & Lodging	1		
		1 Glass Shurbet			3
	26	Board & Lodging	1		
		1 Bottle Madeira			24
	27	Board & Lodging	1		
		1 Bottle Madeira			24
		1 Do Do			16
	28	Board & Lodging	1		
	29	1 Do Do	1		
		1 Bottle Ale			16
	30	Board & Lodging	1		
		Carried Over Pag.1	32	27	

			£	s	d
Sept.	30	Brought Over Pag.1	32	27	
		1 Bottle Madeira			24
Oct.	1	Board & Lodging	1		
		1 Bottle Ale			16
		1 Do Madeira			24
	2	Board & Lodging	1		
	3	Do Do	1		
		1 Bottle Madeira			24
		1 Glass Shurbet			3
	4	Board & Lodging	1		
		1 Bottle Madeira			24
		1 Glass Shurbet			3
	5	Board & Lodging	1		
		1 Bottle Madeira			24
	6	Board & Lodging	1		
		1 Bottle Madeira			24
		1 Do B. Ale			24
		1 Plate Breake			6
	7	Board & Lodging	1		
	8	Do Do	1		
	9	Do Do	1		
		1 Bottle B. Ale			24
		1 Dinner			24
		1 Bottle Madeira			24
		1 Do Ale			24
	10	Board & Lodging	1		
		3 Glass Brandy			9
		1 Bottle Ale			16
		1 Supper			12
		1 Mug Ale			20
	11	Board & Lodging	1		
		3 Glass Brandy			9
	12	Board & Lodging	1		
	13	Do Do	1		
	14	Do Do	1		
		1 Bottle Ale			16
		2 Mug Ale			40
		1 Supper			12
		1 Mug Ale			20
	15	Board & Lodging	1		
		a Share of Mug Ale & Claret	1	7	
		1 Glass Arrack			2
	16	Board & Lodging	1		
		Carried Over Pag.2	88	41	

			£	s	d
Oct.	17	Board & Lodging	1		
		1 Bottal Madeira			24
	18	Board & Lodging	1		
		1 Bottle of Ale			16
		1 Glass a punch			4
	19	Board & Lodging	1		
		Do			4
		2 Glass arrack			24
		1 Bottle Madeira			4
		1 Glass Punch	1		
	20	Board & Lodging		12	
		1 Supper			24
		1 Bottle Madeira	1		
	21	Board & Lodging	1		
	22	Do Do	1		
		1 Bottle Madeira			24
		1 Do Do			16
	23	Board & Lodging	1		
		1 Bottle Madeira			24
	24	Board & Lodging		6	
		3 Glass arrack	1		
	25	Board & Lodging		24	
		1 Bottle Madeira	1		
	26	Board & Lodging		24	
		1 Bottle Ale	1		
	27	Board & Lodging		16	
		1 Bottle Madeira	1		
	28	Board & Lodging		24	
		1 Bottle Madeira			12
		2 Glass Punch	1		
	29	Board & Lodging		12	
		2 Glass Punch	1		
	30	Board & Lodging		24	
		1 Bottle Madeira			6
		1 Glass Punch	1		
	31	Board & Lodging		16	
		1 Bottle Ale	1		
Nov.	1	Board & Lodging		24	
		1 Bottle Madeira	1		
	2	Board & Lodging		4	
		2 Candle	1		
	3	Board & Lodging		16	
		1 Bottle Ale			24
		1 Do Madeira			4
		2 Candles	1		
	4	Board & Lodging		8	
		1 Candle			2
		Carried Over	88	41	

			£	s	d
Nov.	4	Brought Over	88	41	
		1 Bottle Ale			16
	5	Board & Lodging	1		
		1 Bottle Ale			16
	6	Board & Lodging	1		
		1 Bottle Ale			16
	7	Board & Lodging		32	
		2 Bottle Ale			2
		1 Candle			1
	8	Board & Lodging	1		
		1 Bottle Madeira			24
	9	Board & Lodging	1		
		1 Bottle Ale			16
		1 Do Madeira			24
	10	Board & Lodging	1		
	11	Do Do	1		
		1 Bottle Madeira			24
	12	Board & Lodging	1		
		1 Bottle Madeira			24
		1 Glass Shurbet			3
	13	Board & Lodging	1		
		1 Glass Shurbet			3
	14	Board & Lodging	1		
		1 Bottle Madeira			24
	15	Board & Lodging	1		
		Canjie & 1 Bench			12
	16	Board & Lodging	1		
		2 Bottle Madeira	1	3	
		1 Supper			12
	17	Board & Lodging	1		
	18	ditto Do	1		
		1 Bottle Madeira			24
	19	Board & Lodging	1		
		1 Bottle Madeira			24
		1 Glass Shurbet			3
	20	Board & Lodging	1		
		2 Glass Shurbet			6
	21	Board & Lodging	1		
		1 Bottle Madeira			24
	22	Board & Lodging	1		
		1 Bottle B. Ale			24
	23	Board & Lodging	1		
		1 Bottle Madeira			24
		2 Glass Shurbet			6
	24	Board & Lodging	1		
		1 Bottle Madeira			24
	25	Board & Lodging	1		
		Carried Over	120	1	

Nov.r			Brought Over	120	1		Dec.r		Brought Over	117	26
	25	3 Glass Shurbet			9			8	Board & Lodging	1	
	26	Board & Lodging		1				9	ditto	1	
		1 Bottle Madeira			24			10	ditto	1	
		½ Bowl Shurbet			6			11	ditto	1	
	27	Board & Lodging		1				12	ditto	1	
		1 Bottle Madeira			24			13	ditto	1	
	28	Board & Lodging		1				14	ditto	1	
		1 Bottle Madeira			24			15	ditto	1	
		1. Dº. B. ale			24			16	ditto	1	
		7. Empty Bottles			7			17	ditto	1	
	29	Board & Lodging		1				18	ditto	1	
		1 Glass Shurbet			3			19	ditto	1	
		1 Dº. Punch			6			20	ditto	1	
	30	Board & Lodging		1				21	ditto	1	
		1 Glass Shurbet			3			22	ditto	1	
Dec.r	1st	Board & Lodging		1				23	ditto	1	
		1 Glass Punch			6			24	ditto	1	
		1 Bottle ale			16			25	ditto	1	
	2	Board & Lodging		1				26	ditto	1	
	3	Board & Lodging		1				27	ditto	1	
		1 Candle			2					134	26
	4	Board & Lodging		1				28	ditto	1	
		1 Bottle Ale			16			29	ditto	1	
		1 Candle			2			30	ditto	1	
	5	Board & Lodging		1				31	ditto	1	
		1 Candle			2		Jany.	1	ditto	1	
	6	Board & Lodging		1				2	ditto	1	
		1 Candle			2				Carr.d	146	26
	7	Board & Lodging		1				3	ditto	1	
				136				4	ditto	1	
		a Bill delivered		7				5	ditto	1	
			Total Carr.d	143				6	ditto	1	
		Received in part		23	19			7	ditto	1	
Sept.r	23	Carried Over Ballance		119	26			8	ditto	1	
								9	ditto	1	
		E. E. & P.						10	ditto	1	
								11	ditto	1	
								12	ditto	1	
								13	ditto	1	
								14	ditto	1	
								15	ditto	1	
								16	ditto	1	
								17	ditto	1	
								18	ditto	1	
									Carr.d	161	26
									/signed/ Dechaternet		
								19	Board & Lodging	1	
								20	ditto	1	
								21	ditto	1	
								22	ditto	1	
									Carr.d	165	26
									E. E. & P.		
									/signed/ J. Lenham		
									J. Basley		
									Attr.y for Compl.t		

Filed 23d. Janry. 1794.

In the Honble the Mayor's Court at Madraspatnam

Between John Lenham of Madras Tavern Keeper Complainant and De Chatenet of the same place Inhabitant Defendant

The Affidavit of John Lenham the above Named Complainant

This Deponent maketh oath and saith that the above Named Defendant stands justly and truly indebted unto this Deponent in the full and just sum of One hundred and Sixty five star Pagodas and Seventy six Fanams Current Money of Madras for the Recovery of which this Deponent hath herewith filed his Bill of Complaint in this Honble Court And this Deponent further maketh Oath and saith that he has Reason to believe that the said Defendant will abscond from the jurisdiction of this Honble Court on hearing a Bill of Complaint is filed against him.

J. Lenham

J. Basley Attr.y for Compl.t

Fort St. George
Sworn to before me
this 23d. day of January 1794
H. C. Mitchell
Mayor

Filed 4th March 1794

In the Honble the Mayor's Court at Madraspatnam

Between John Lenham Com-plainant and De Chatenet Defendant

The Affidavit of William Herbert one of the Serjeants of this Honble Court

This Deponent maketh oath and saith that he did Personally serve the Defendant in this Cause with three rules issuing out of this Honble Court by delivering the Originals to the said Defendant at the Gaol the last of which was a peremptory one to the following purport to wit

Further Day is given the Defendant till the 4th March Next to Answer the Complainant's Bill in default of which Judgment will be given for the Complainant

Town Hall
18th February 1794.

Hur G. Ch. Afkin
D.J. Regr

William Herbert
Mace Serjeant

Sworn to in Court
this 4th March 1794

Mayor's Court at Madraspatnam

Tuesday the 4th Day of March Anno Domini 1794

Present

Henry Chichley Michell Esqr Mayor
Josias DuPre Porcher and James Daly
Aldermen

Between John Lenhave of Madras Tavern Keeper Com-plainant and De Chatenet 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 Star Pagodas and Twenty Six Fanams / Star Pagodas 165.. 26.. / together with all such Interest as now is or shall hereafter become due thereon until full payment is made Also all Costs of this Suit

Hur

Filed 26th February
1794 — J.

To the Honble the Mayor's
Court at Madraspatnam

The Petition of John Leonard Beggle

Sheweth

That your Petitioner Understanding that the Office of French and Dutch Interpreter at this Honble Court having become Vacant by the absence of Mr Henry Dudley, who have obtained leave of absence for two Years; and your Petitioner being well versed in the above Languages, humbly Offers himself a Candidate, and should he Meet with the approbation of this Honble Court he trusts, he shall discharge the duty Reposed in him to the Utmost of his abilities

And your Petitioner as in Duty Bound
Shall Ever Pray
J. L. Beggle

Extracts from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of March Anno Domini 1794.

Present

Henry Chichley Michell Esqr Mayor
Josias DuPré Porcher and James Daly
Aldermen

Petition of John Leonard Beggle praying to be admitted French and Dutch Interpreter Read, he is admitted and the Oath of allegiance and Office Administered to him.

Filed 4th February
1794 — J.

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of Ranganaudom
Interpreter of this Honble Court

Sheweth

That your Petr did some time ago present a Petition to this Honble Court praying Leave to resign his Office of Interpreter

That your Petitioner hopes his conduct has been invariably such as to meet the approbation of this Honble Court and humbly conceiving that he may render himself useful by a continuation of such conduct by assiduity and attention Obtain a future Indulgence for the Honble Members to enable him to carry on the duties of his Office with those comforts that he is convened at is the wish of this Honble Court their Officers should enjoy he is solicitous that this Honble Court will permit him to Continue in the Office of Interpreter and entreats that they will have the goodness to forgive the trouble he has given your Petitioner therefore prays

That this Honble Court will be pleased to allow him to withdraw his said Petition and to continue in the Office of Interpreter to this Honble Court and your Petitioner

Shall Ever Pray
Ranganaudom
Interpreter

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 4th Day of March Anno Domini 1794—

Present

Henry Chichley Michell Esqr. Mayor
Josias Dubbé Porcher and James Daly
Aldermen

Petition of Rangaundom the Court Interpreter praying leive to withdraw the Petition filed by him on the 20th December last and that he may be continued in the Office of Interpreter read a Second time— The Court having taken the same into Consideration it is Ordered that the prayer of the Petitioner Petition be granted—

Filed the 4th March 1794—

To the Honble the Mayor and Aldermen of the Court of Madraspatnam

The Humble Petition of Samuel Augustus Humphreys of Fort St. George

Sheweth

That Your Petitioner was admitted a Student of the Honble Society of Lincolns Inn some time in Easter Term 1785. and still continues a Member thereof—

That during the Period of his Residence in Lincolns Inn which was from the Year 1785. to the Year

professional Estimation who confided to him a considerable part of their Business to qualify Your Petitioner in his Profession—

That Your Petitioner is Solicitous to be admitted an attorney of this Honble Court, and trusts that his Conduct will merit that Approbation he shall be anxious to Obtain—

Your Petitioner humbly prays this Honble Court will be pleased to admit him one of the attornies thereof

S: A: Humphreys—

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 4th Day of March Anno Domini 1794—

Present

Henry Chichley Michell Esqr. Mayor
Josias Dubbé Porcher and James Daly
Aldermen

Petition of S: A: Humphrys praying to be admitted an attorney of this Court read—

It being the Standing Order of this Court that it be not considered that there be a Vacancy for the admission of an attorney till the number of Attornies now upon the List exceeding that number it is Ordered that the Petition be not received—

Filed the 4th March 1794

To the Honble the Mayor's Court at Madraspatnam

The Petition of Stevens Dineley Totton

Sheweth

That Your Petitioner having been regularly tred to the Profession of the Law & called to the Bar in England, as by Certificat under Seal in your Petitioners Custody, when produced to this Honble Court will appear, & being desirous of following his profession in this Country, humbly craves the Leave & Sanction of this Court, to be admitted on the earliest Vacancy, one of their Attorney's.—

and your Petitioner &c

Stevens Dineley Totton

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of March Anno Domini 1794—

Present

Henry Chichely Michell Esqr. Mayor

Josias DuPre Corcher and James Daly

Aldermen

Petition of S. D. Totton praying to be admitted an Attorney of this Court read—

It being the Standing Order of this Court that it be not considered that there be a Vacancy for the admission of an Attorney till the number of Attornies now upon the List exceeding that number it is Ordered that the Petition be not received.—

Filed 8 March 1794

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator John Tulloh of Madras Merchant that Thomas Thomas of the same place Merchant being indebted to your Orator in the sum of Four hundred and Eighty Pagodas Current Money of Madras in order to secure the repaiment thereof with interest at the rate of twelve per Cent per Annum, did in and by one Bond or written Obligation by him duly executed and bearing date the Twenty Fourt day of January in the present year of our Lord one Thousand, seven hundred and ninty Four, acknowledge himself to be held and firmly bound unto your Orator in the penal sum of Nine hundred and sixty Star Pagodas with condition thereunder written to be void upon payment of the sum of Four hundred and Eighty Pagodas, with all such interest as might become due thereupon at the rate aforesaid, as by the said Bond or Obligation a true Copy whereof is hereunto annexed, and the Original in the possession of your orator, and ready to be produced when required relation being thereunto had will and more fully and at large appear, And your Orator further sheweth that the said Thomas Thomas more effectually to secure the payment thereof unto your Orator did by his 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 him and in his name to confess Judgment and allow a decree to pass and Execution thereupon to issue against him in due form of Law and with full effect until payment of debt,

Interest and costs of suit was made. And your Orator further sheweth that the said Thomas Thomas has not paid off or discharged all or any part of the said Bond, But that he now stand justly and truely indebted unto your Orator in the full and just sum of Four hundred and Eighty six Pagodas twenty five Fanams and fifteen Cash Current money of Madras making in Sterling money of Great Britain at the rate of Eight Shilling for every Pagodas the sum of One hundred and ninety four Pounds and twelve Shillings or thereabout as will more fully and at large appear by the copy of said account Current hereunto annexed for the inspection of this Honble Court to which your Orator craves leave to refer and prays that it may be taken as part of this his Bill of Complaint And your Orator further sheweth unto this Honble Court that he has frequently and in an amicable manner demanded payment from the said Thomas Thomas of the said sum of Four hundred and Eighty six Pagodas twenty five Fanams and fifteen Cash

But now so it is may it please this Honble Court the said Thomas Thomas 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 Thomas Thomas 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 perfectually 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 with all such Interest as shall hereafter become due thereupon also all Costs of this Suit

May it please this Honble Court to cause the said Thomas Thomas 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 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 this 8th day of March 1794

This Bill was shewn to me in the days of adjournment to a summons ijoe returnable Next Court day

H. C. Michell
Mayor

G. Palmer
atty for Compt.

Know all Men by these presents that I Thomas Thomas of Madras Merchant am held and firmly bound unto John Sullok Esquire of the same place Merchant in the penal Nine hundred and sixty star Pagodas Current money of Madras to the payment whereof well and truly to be made to the said John Sullok Esquire 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 Fort St. George this Twenty fourth day of January in the Year of our Lord one Thousand seven hundred and Ninety four

received of the above named John Tulloh the full and just sum of Four hundred and Eighty Star Pagodas to rem at interest at the rate of twelve per Cent per Annum payable in one month from the date hereof

Now the Condition of this Obligation is such that if the above bounden Thomas Thomas his Executors, Administrators and Assigns shall well and truly pay or cause to be paid unto the said John Tulloh his heirs, Executors, administrators and Assigns the full and just sum Four hundred and Eighty 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 & Virtue

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

G. Chalmer
Calatty Villa

Thos. Thomas (L.S.)

true Copy
G. Chalmer
atty for Complt.

Dr. Mr. Thomas Thomas in account Current with John Tulloh Cr.

1794				1794			
Jany	24th	To the amount of your Bond in Judgment of this date	480	March	7th	By Balance due this day	486.25.15
March	7th	Interest on Dr. to this day is 1 M.t 8 D.s @ 12 P.C. p annum	6.25.15				
		Pagodas	486.25.15			Pagodas	486.25.15

Fort St. George this 7th March 1794

E.E. &c.

(signed) J. Tulloh

true Copy
G. Chalmer
atty for Complt.

Fides 11th March 1794

To Mr. John White one of the attornies of the Hon.ble the Mayor's Court at Madraspatnam or to any other of the attornies in the said Court.

These are to authorise you the attorney abovenamed or any other attorney of the Hon.ble Mayor's Court at Madraspatnam at any Court to be held after the Twenty fifth day of February in the present Year of our Lord one Thousand, Seven hundred and Ninety four to appear for me Thomas Thomas of Madras Merchant my heirs Executors and Administrators, or either as the case may require at the Suit or instance of John Tulloh Esquire also of Madras Merchant his heirs Executors, Administrators or Assigns or any, or either of them as the case may or shall require on my certain Bond or written Obligation bearing even date herewith, for the penal sum of Nine hundred and sixty Star Pagodas, Current Money of Madras, conditioned for securing the certain payment of Four hundred and Eighty Star Pagodas with interest at the rate of twelve per Cent per Annum and payable in one Month from the date hereof and for me and in my name, or in the name or names of my Heirs Executors or administrators to confess Judgment and suffer a decree to pass against my person and other Effects in default of payment of all or 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 Four Hundred and Eighty Star Pagodas with all interest and Costs of Suit, and forthwith to cause the said Decree or Judgment of the said Hon.ble the Mayor's Court at Madraspatnam to be thereupon entered upon record and no Appeal to be made therefrom but to suffer Execution thereupon to issue immediately in due Form of Law and with full effect until payment of debt interest and

Cost of Suit are made

And for your so doing this shall be to you or either of you a full and sufficient Warrant. In Witness whereof I have hereunto set my hand and affixed my seal on Fort Saint George the Twenty Fourth day of January in the year one thousand seven hundred and Ninety four

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

Thos. Thomas (L.S.)

G. Chalmer

Cobatty Pilla

Jas. Chalmer of Fort St. George atty at Law maketh oath and saith that he was present and did see Thomas Thomas of Madras Merchant Sign Seal and as his Act and Deed deliver the above Bond and that he the Deponent is an Subscribing Witness thereto

Sworn to in Court this 11th day of March 1794

G. Chalmer

Geo. Taylor Regr.

Mayor's Court at Madraspatnam

Tuesday the 11th day of March Anno Domini 1794

Present

Henry Chichley Michell Esqr. Mayor

Andrew Ross and Benjamer Roebuck Aldermen

Between John Sullo of Madras Merchant Complainant and Thomas Thomas of the same place Merchant Defendant

The Defendant [illegible]

White 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 Four hundred and Eighty Six Pagodas Twenty five Fanams and Fifteen Cash Pagodas 486.. 25.. 15/ together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 4th day of March Anno Domini 1794

Present

Henry Chichley Michell Esqr. Mayor

Josias DuPre Porcher and James Daly Aldermen

Thomas Pelling

vers

Thomas Thomas

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. Gilbert Ricketts Ordered accordingly

A true Extract

Geo. Taylor Regr.

In the Honble the Mayor
Court at Madraspatnam

Between Thomas Pelling of
Madras Merchant Complainant.
and Thomas Thomas of the same
place Inhabitant Defendant

The Affidavit of William Herbert One of the
Serjeant of this Honble Court -

This Deponent maketh Oath and Saith that he did
on the Sixth day of this Instant March Personally the above
named Defendant Thomas Thomas with a Copy of the within
Extract by leaving same in his hands at Town Goal.

Swor to in Court
this 11th March 1794

William Herbert
Mace Serjeant

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 11th day of March Anno Domini 1794

Present
Henry Chichley Michell Esqre Mayor
Andrew Ross 2nd Benjamin Roebuck
Aldermen

Thomas Pelling
vers
Thomas Thomas

Affidavit of William Herbert of Service of Notice upon
the Defendant to appoint another Attorney to act for him
in the room of Mr Gilbert Ricketts Sworn to in Court and
and filed this day.

Filed 11th March
1794

To the Honble the Mayors Court at Madraspatnam

Between Moorongapah Com-
plainant and Paul Seduna Defendt.

The humble Petition of the above named Defendant

Sheweth That the above named Complainant did on or about the
seventh day of December which was in the Year of our Lord One
Thousand seven hundred and ninety two file and exhibit a Bill
of Complaint against your Petitioner for the recovery of the sum
of one Thousand four hundred and thirty one Star Pagodas
twenty Fanams and twenty cash Current money of Madras to
which said Bill of Complaint your Petitioner put in an Answer.
an the Complainant having replied your Petitioner Rejoined
after which Issue joined and Witnesses being Examined on both
sides the cause was set down for hearing and on Tuesday the
third of September in the year of Our Lord One Thousand seven hun-
dred and ninety three came on to be heard by and before this Honble
Court when they were pleased to order and decree that the
Complainants Bill should stand dismissed. From which de-
cree the said Complainant did lodge an Appeal to the Honble
Court of Appeals.

Your Petitioner therefore humbly
prays that the several paper and Vouchers
in the said cause may be sent up to
the said Court to attend the hearing
thereof

And your Petitioner will ever
pray -

G Shaloner
Atty for Petr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th. day of March Anno Domini 1794—

Present

Henry Chichley Michell Esqr. Mayor

Andrew Ross and Benjamin Roebuck

Aldermen—

Moorgapah

vers

Paul Seduna

Petition of the Defendant read and filed this day praying that the Original Proceedings in this Cause may be sent up to the Court of Appeal—Ordered accordingly—

Filed 11th. March 1794—

To the Honble the Mayor's Court at Madraspatnam

Between Thomas Desly Complainant and Francisco Joze and John Joze Defendant—

The humble Petition of the above named Complainant—

Sheweth

That your Petitioner did on or about the Eighth day of June which was in the year of Our Lord one Thousand Seven hundred and ninety two file and Exhibit a Bill of Emplaint against the above named Defendants for the recovery of the Sum of Five hundred Pagodas Current Money of Madras. To which said Bill of Complaint the Defendants put in their Answer and your Petitioner having replied thereto the Defendants Rejoined after which issue joined and Witnesses being Examined on both sides the cause was

November in the year of our Lord one Thousand seven hundred and Ninety three came on to be heard by and before this Honble Court when they were pleased to give a Decree in favore of your Petitioner From which Decree the said Defendant Francisco Joze did lodge an appeal to the Honble the Court of Appeals—

Your Petitioner therefor humbly—pray that the several papers and Vouchers in the said cause may be sent up to the said Court to attend the hearing thereof—

And your Petitioner will ever pray

E Chalmer

Atty for Pet.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th. day of March Anno Domini 1794—

Present

Henry Chichley Michell Esqr. Mayor

Andrew Ross and Benjamin Roebuck

Aldermen

Thomas Desley

vers

Francisco Joze and John Joze

Petition of the Complainant read and filed this day praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals—Ordered Accordingly—

Filed this 11th March 1794

To the Honble the Mayors Court at Madraspatnam

Between Charles Macalester Keith Macalester and Mathew Macaleste Brothers and Administrators of John Macalester deceased vers John Balfour and Henrietta Balfour late the Widow and relict of Alexr Macfellan deceased -

The humble Petition of the above named Complainant

Sheweth

That your Petitioner did on or about the thirty first day of October which was in the year of our Lord one Thousand seven hundred and Eighty seven file and exhibit a Bill of Complaint against the above named Defendant for the recovery of the Sum of Five Thousand and twelve Pagodas Current money of Madras, To which said Bill of Complaint the Defendants put in their Answer, and Your Petitioner having replied thereto the Defendants Rejoined, after which issue joined and Witnesses being Examined on both sides the cause was set down for hearing, and on Friday the twenty seventh day of April in the year of our Lord One Thousand seven hundred and ninety two came on to be heard by and before this Honble Court when they were pleased to give a decree in favor of Your Petitioner From which decree the said Defendants did lodge and appeal to the Honble the Court of Appeals

Your Petitioner therefore humbly pray that the several

paper and vouchers in the said Cause may be sent up to the said Court to attend the hearing thereof

And your Petitioner will ever pray -

G Shalmer
Attz for Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th day of March Anno Domini 1794 -

Present

Henry Chichley Michell Esqr Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Charles Macalester Keith Macalester and Mathew Macalester Brother and Administrators of John Macalester Deceased -

vers

John Balfour and Henrietta Balfour late Widow and relict of Alexander Macfellan Deceased -

Petition of the Complainants Read and filed this day praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals - Ordered - accordingly -

Filed 13th March 1794

In the Hon^ble the Mayor's Court at Madraspatnam

Between Nancy Hagan Complainant
and
Condraguda Jaggamaut Row Defendant

John White of Madraspatnam attorney for the said Complainant Maketh oath that he this Deponent hath made inquiry as to the Sufficienty of Chinna Tomby and Coolepooly Soobarayaloo who have been offerd as Bail for the said Defendant in the above cause and this Deponent saith he has been credibly informed that the said Chinna Tomby and Coolepooly Soobarayaloo are not nor is either of them of sufficient Substance or worth to justify as Bail for the said Defendant in the Sum of three thousand two hundred and forty star Pagodas which this Deponent believes to be true and this Deponent further saith That he has been also informed that the said Chinna Tomby was formerly a waiter or under dubash at the Table of Moses DeCastro formerly of Madras merchant, and this Deponent saith he hath been been also informed by the other proposed Bail Coolepooly Soobarayaloo that his said Coolepooly Soobarayaloos Father is now being at Masulipatam

John White

Sworn to before me this
13th day of March 1794

H. C. Michell
Mayor

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th day of March Anno Domini 1794

Present
Henry Chichley Michell Esq^re Mayor
James Call and John Mitford
Aldermen

Nancy Hagan
Pltff
Condraguda Jaggamaut Row

Affidavit of Mr John White to prove the Insufficiency of Chinna Tomby and Coolepooley Soobarayaloo the Bail of the Defendant Sworn to before the Mayor and filed the 13th Instant Read. The Court having taken the same into Consideration are of Opinion that the Exception is insufficient it is therefore Ordered that the Exception be thrown out, and that the Bail be permitted to Justify. The said Chinna Tomby and Coolepooley Soobarayaloo thereupon make Oath that they are Inhabitants of Madras and Housekeepers and that they are each of them worth double the Sum sued for after Payment of their just Debts. They are thereupon admitted as Bail for the Defendant.

Filed the 15th March 1794

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

Humbly Complaining Sheweth unto this Hon^ble Court your Orator Swaroopa Moodelliar of Madras Inhabitant that Sonavunel Davaroya Moodelliar

of the same place Inhabitant Stands indebted unto your Ora-
-tor in the full and just Sum of Five hundred and thirty two
Star Pagodas Current Money of Madras making in Ster-
-ling Money of Great Britain at the rate of eight Shil-
-lings per every Pagoda the Sum of Two hundred and Twelve
Pounds and Sixteen Shillings as well more fully and at
-large appear by the Copies of a Mortgage Bond and of an
-account hereunto annexed for the inspection of this Hon^ble
Court and prayed by your Orator to be taken as part of this
his bill of Complaint and the Original whereof are in the
possession of Your Orator and Ready to be produced to this
Hon^ble Court when Required and Your Orator further be-
-weth unto this Hon^ble Court that he hath frequently and
in a Gentle manner requested the payment of the Said
Sum of five hundred and thirty two Star Pagodas —

But now so it is and may it please this Hon^ble
Court the said Arunachel Davaraya Moodelliar obstina-
-tely and wilfully refuses to pay the same or to give Your
Orator any manner of Satisfaction touching the Premisses
your Orator 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 Arunachel Davaraya Mo-
-delliar may upon his Corporal Oath full true direct and
perfect Answer make to all and Singular the Matters
and things herein before set forth and alledged as fully truely
and effectually to all intents and purposes as if the Same
were herein again repeated and particularly Interrogated and
that he may be Decreed to pay unto Your Orator the aforesd
said Sum of five hundred and thirty two Star Pagodas with

thereon also Costs of this Suit —

May it please this Hon^ble Court to Cause the said
Arunachel Davaraya Moodelliar to be Summoned and requi-
-red by 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 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 —

Popham
Atty for Compl^t

Fort Saint George
15th day of March 1794 —

This Bill was shewn Come in the day
of Adjournment Let a Summons
Issue Returnable Next Court day —

H. C. Michell
Mayor

Translation of a Mortgage Bond Dated 16th Aswany of Parabauby
Year or 28th August 1793 —

I Arunachel Davaraya Moodelliar of Madras do
give this Mortgage Bond to Swaroopa Moodelliar Son of Boo-
-vera Moodelliar of the same place
Vernacularly Saurry maudaliar Moodelliar of the same place
That is to Say —

In Consequence of my urgent Occasion I have
this Day Mortgaged to you my house Situated at Pedd Naick
Pettah in the Street Vundy Coumbeum near to the Garden of
Poonmalli Pagoda between the Houses of Vydenadar Moodelliar
and Venatachella Moodelliar Containing in breadth from
East to West 32 feet and in length from North to South 80
feet

fect agreable to the Choultry Bill of sale, together with the Choultry Bill of sale which is in the name of Makaulee Mootyaulee Naicker and also the Bill of sale which is in my name and borrowed and Received of you the sum of (500) Five hundred Star Pagodas Current Money of Madras which Sum I do hereby Engage to repay you on or before the 30th January 1794 with all such Interest as shall or may become due thereon at the Rate of 12 p Cent p Annum Commencing from this month Indefault of which you are hereby Empowered to prosecute in the Honble the Mayor's Court and Recover your principal and Interest as well as the Court Charges by Disposing the House and to Return me Overplus of there be any; and in case of deficiency I am to make it good to you I am not to Contest with you by filing Demurer plea and answer thereto I have given you this Mortgage Bond with my free will and Consent Witnesses Vencatachella Modelliar and Cancalore Narrain Modelliar by their knowledge this Mortgage Bond was Drawn by Soobaroyen

Signed al Davaroyen

Witnesses Signed

Vencatachellum

Narrana

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

Ranganaudom

Interpreter

A True Copy

Bopham.

Dr. Arreneruel Davaroya Moodelliar in Account Current with Cr. Seeracoa Moodelliar

1793 Aug.t	28	To the amount of your Mortgage Bond of this day payable on or Before the 30th day of January 1794	500		1794 March	10	By Balance Due	532
1794 March	10	To Interest on the 28 August 1793 to this day being 6 m.s 12 @ 12 p Ct p annum	32					
		Pagodas	532				Pagodas	532

Madras 10th March 1794

Error Excepted

For Peroy Isaac accomt

A true Copy

Bopham

Mayor's Court at Madraspatnam

Tuesday the 18th day of March Anno Domini 1794

Present

Henry Chichley Michell Esqr Mayor

James Call and John Mitford

Aldermen

Between Seeracoa Modelliar of Madras Inhabitant Complainant and Arreneruel Davaroya Modelliar of the same place Inhabitant Defendant

The Defendent being in Court and

This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Five Hundred and Thirty two Pagodas / Pagodas 532 — / together with all such Interest as now is or shall hereafter becom due thereon until full Payment is made also all Costs of this Suit

Hear

Filed the 16th Jany 1794

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Tyapah Modelly of Madras Inhabitant that Vezeragava Modeliar late also of Madras aforesaid Deceased did in his lifetime becom indebted unto Your Orator in the Sum of One Thousand One hundred and Sixty six pagodas Current Money of Madras and for securing the same did Execute unto Your Orator a Bond or Obligation dated the Sixteenth day of February which was in the Year of Our Lord One Thousand Seven hundred and Eighty three and your Orator Sheweth unto this Honble Court that before the said Vezeragava Modeliar had paid and satisfied unto Your Orator the said Sum of One Thousand One hundred and Sixty six Pagodas so Secured to Your Orator as aforesaid he did depart this life Intestate and Your Orator Sheweth unto this Honble Court that Sawmy Modeliar Boeanjee Appoo Row Jayaram and Retnall Pettumboo did obtain from this Honble Court in its Ecclesiastical side Letters of Administration to the Estate and Effects of the said Vezeragava Modeliar and that some of the said Vezeragava

Court that since obtaining administration as aforesaid the said Retnall Pettumboo has departed this life, and the said Sawmy Modeliar Boeanjee Appoo Row and Jayaram are the sole Surviving Administrators of the said Estate and Effects which were of the said Vezeragava Modeliar and thereby and by reason thereof they the said Sawmy Modeliar Boeanjee Appoo Row and Jayaram are and do stand Justly and truly indebted as administrators as aforesaid unto Your Orator in the full and Just Sum of One Thousand Eight hundred and Eighty four Pagodas and Sixty four Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shilling for every Pagoda the Sum of Seven hundred and fifty four pounds and Seven pence or thereabouts being the balance of an Account Current hereunto annexed arising out of the said Bond or Obligation the Original whereof together with the said Bond or Obligation is now in Your Orator possession and ready to be produced when required and Your Orator sheweth unto this Honble Court that the said Sawmy Modeliar Boeanjee Appoo Row and Jayaram being so indebted unto Your Orator as aforesaid Your Orator did frequently and in a friendly Manner request payment from them the said Sawmy Modeliar Boeanjee Appoo Row and Jayaram as Surviving Administrators of the said Vezeragava Modeliar of the said Sum of One Thousand Eight hundred and Eighty five Pagodas and Sixty four Cash and Your Orator well hoped that they would have complied with such Your Orator Just and reasonable Request

But now so it is may it please this Honble Court they the said Sawmy Modeliar Boeanjee Appoo Row and Jayaram obstinately and wilfully refuse to pay unto Your Orator any Manner of satisfaction

Ground Rent out to the Hostle Court which appeared to Cross out

Dr. The Estate of Vyaragava Modeliar in Account Current with Amarumbodoo Tyapah Modeliar — Cr.

1791 Febry 16	To the amount of the Deceased's Mortgage Bond of this date		1166	—	—	1790 Novr 3	By Cash received from Seeroovenjee Pennapah Modelly for a House sold him at Outery	181	—	—
	To Interest on Pags 1166 from 16 Feby 1791 to 30th November 1793 is 12 Years 9 mos 14 days @ 12 ₱ Cent ₱ annum		178	9	16	Decr 22	By Do from Pennapakum Narrain Modelly for a House sold him at Outery	236	—	—
						1793 March 4th	By Do from Amarumbadoo Nellatomby for a House sold him at Outery	178	—	—
						Novr 30th	By Do from the House and Garden Rent as ₱ Account	309	27	10
							By Interest from their respective dates to the 30 November 1793 at 12 ₱ Cent ₱ annum			
							On Pags 181 — 3 mos 27	66	36	40
							236 — 2 — 11 — 8	83	10	25
							178 — — — 8 — 26	15	35	17
								165	36	2
								1070	18	12
						1793 Novr 30th	By Balance due to me this day	1885	—	64
		Pagodas	2955	18	76			Pagodas 2955	18	76

Madras 30th November 1793

Errors Excepted ₱ Signed Tyapah

a true Copy

Stuart Hall

atty for Compt

Mayor's Court at Madraspatnam

Tuesday the 18th day of March Anno Domini 1794

Present

Henry Cheehley Michell Esqr. Mayor

James Call and John Mitford

Aldermen

Between Tyapah Moodeliar of Madras Inhabitant Complainant and Sawmy Modeliar Boranjee Appoo Row and Jayaram Administrators of Vezeavaragava Modelly Deceased Defendant

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 Defendants shall pay unto the Complainant out of the Estate and Effects of Vezeavaragava Moodelly Deceased the full and just Sum of One Thousand Eight hundred and Eighty five Pagodas and Sixty four Cash Pagodas 1885 — 64/ together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

Filed 5th February 1794

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ganapady Veerasawmy Naick of Madras Inhabitant stands justly and truly indebted unto your Orator in the full and just sum of Forty five star Pagodas Twenty Fanams and Twenty Cash Current Money of Madras Making in sterling Money of Great Britain at the Rate of eight Shillings for every pagoda the sum of Eighteen 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 which your Orator prays may be admitted as part of this his Bill of Complaint Arising upon a Bond or Obligation given and granted unto Your Orator by the said Veerangooviah under the date of the Eleventh day of March one in the Year of Christ one Thousand Seven hundred and Eighty five for the sum of Twenty two Pagodas payable on demand with Interest at the Rate of Twelve per Cent per Annum the Original of which is in the Possession of Your Orator's Attorney at Law and ready to be produced when Required — And Your Orator Sheweth that it is further Covenanted and Agreed by the said Veerangooviah that incase the said sum of Money should not be discharged according to the terms therein specified for the payment thereof that Your Orator should in such default be at liberty to sue for the same in this Honble Court by which said Agreement and Covenant of the said Veerangooviah Your Orator is at liberty to Commence an Action and sue for the payment of the aforesaid debt in this Honble Court

according to the Meaning spirit and Construction of this late Majesty's Charter now in Force respecting the prosecution of suits between the Natives of Madras in the Honble the Mayor's Court And whereas Your Orator hath frequently and in an Amicable Manner Requested payment of the said sum of Forty five Star Pagodas Twenty Fanams and Twenty Cash from the said Veerangooviah.

But now so it is May it please this Honble Court that the said Veerangooviah 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 Veerangooviah 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 herein again repeated and particularly Interrogated and that he may be decreed to pay unto Your Orator the aforesaid sum of forty five Star Pagodas Twenty Fanams and Twenty 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 Veerangooviah 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

seem Meet -

Fort Saint George 5th February 1794

This Bill was shewn to me in the days of adjournment and the Complainant having made Oath to the justness of his demand & that he has Reason to believe that the said Defendant will abscond from the jurisdiction of this Honble Court upon hearing that a Bill of Complaint is filed against him let a Summon issue returnable immediately and a Warrant of Arrest issue thereon -

H. D. Michell
Mayor

G. Basley
atty for Compl.t

Dr. { Veerangooviah in account Current with Canapady &c
Veerasawmy Naick }

1785					1794			
March 1st	To the Amount of Your Bond bearing date this day	22	0	0	Febry 1st	By Ballance	45	20 20
1794 Febry 1st	To Interest on d.o to this day being 8 Years 10 Months & 12 days @ 12 p.Cent p.annum	23	20	20				
	Cap.a	45	20	20		Cap.a	45	20 20

Madras 1st February 1794 -

a true Copy
G. Basley
atty for Compl.t

E.E. & (Signed)
G. Veerasawmy Naick

Filed 5th February 1794

In the Honble the Mayor's Court at Madraspatnam

Between Ganapady Veerasawmy Naick of Madras Inhabitant Complainant and Veeraugoviah of the same place Inhabitant Defendant

The Affidavit of Ganapady Veerasawmy Naick the above named Complainant

This Deponent maketh oath and saith that the above named Defendant stands justly and truly indebted unto him the Deponent, in the full and just sum of Forty five star Pagodas Twenty Fanams and Twenty Cash Current Money of Madras for the Recovery of which this Deponent hath heretofore filed his Bill of Complaint in this Honble Court — And this Deponent further maketh oath and saith that he has reason to believe that the said Defendant will abscond from the jurisdiction of this Honble Court upon hearing a Bill of Complaint is filed against him —

P. Pauley
Atty for Compt

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

Malabar

Filed 18th March 1794

In the Honble the Mayors Court at Madraspatnam

Between Ganapady Veerasawmy Naick Complainant and Veeraugoviah Defendant

The Affidavit of William Herbert one of the Serjeants of this Honble Court —

This Deponent Maketh oath and sayth that he did personally serve the Defendant in this Cause with three Rules issuing out of this Honble Court by delivering the Original to the said Defendant at the Gool the last of which was a peremptory one to the following purport to wit —

Further Day is given the Defendant till the 18th Instant to answer the Complainants Bill and default of which Judgment will be given for the Complainant —

Town Hall
18th March 1794
Sworn to in Court
this 18th March 1794
C. Taylor
Regr

Wm Herbert
Sjeant / Jno Atkins
Atty

Mayor's Court at Madraspatnam

Tuesday the 18th day of March Anno Domini 1794

Present
Henry Chichley Michell Esqr Mayor
James Call and John Hitford
Aldermen

Between Ganapady Veerasawmy Naick of Madras Inhabitant

261

Inhabitant Complainant and Vee
rangaswah 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 Five Pagodas Twenty Fanams and Twenty Cash /Pagodas 45–20–20./ 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

Vizt

Filed the 10th May 1793

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Verarangaga Moodelliar of Saint Thome Inhabitant within the Jurisdiction of this Honble Court That Venkatachellapelley of the same place Inhabitant having Occasion borrow the sum of Two hundred Pagodas did Solicit your Orator to lend and advance him the same, which Your Orator did, and for the better Securing the Repayment of the said Sum of Two hundred Pagodas unto Your Orator, with all such Interest as should or might become due thereon, he the said Venkatachellapelley did execute unto Your Orator a Certain Mortgage Bond or writing Obligatory

of January which was in the Year of Christ One Thousand seven hundred and Eighty Eight, and did therein and thereby mortgage unto Your Orator a Certain House Situated lying and being at Saint Thomé aforesaid in the Street of Catuary Pellyar's Church, east to the House of Chinnia Pellay, and west to the House of Samia coty Pillay, together with the trees, plantations, and back Yard thereunto belonging, as also a Garden opposite to another Certain house belonging to him the said Venkatachellapelley, situated at the place aforesaid, east to the Garden of Durmarayan, West to the House of Irvona chella Moodelliar, and North to the Street of Malleswa rom Church, together with all the appurtenances thereunto belonging,— and the said Venkatachellapelley did also by his said Bond or writing Obligatory acknowledge to have borrowed and Received from your Orator the aforesaid sum of Two hundred Pagodas in the aforesaid Mortgage, and did thereby promise to repay the same with interest thereon stand after the rate of Twelve per Cent per Annum, and further that should he the said Venkatachellapelley fail in the payment thereof, he the said Venkatachellapelley did by the said Bond or writing Obligatory empower your Orator to sue him in this Honble Court for the Recovery thereof, as by the said Mortgage Bond or writing obligatory duly executed by him the said Venkatachellapelley bearing date aforesaid, and ready to be produced when required, Relation being thereunto had it doth and may more at large appear— And your Orator further Sheweth unto this Honble Court that the said Venkatachellapelley now is and standeth justly and truly indebted unto your Orator for Principal money and Interest thereon in the sum of Two hundred

Cash Current Money of Madras Making into Sterling Money of Great Britain the rate of eight shillings for every Pagoda the sum of One hundred and Sixteen Pagodas and Eighteen 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 Hon^ble Court — the Original of which is in the Possession of your Orator's Attorney at Law, and ready to be produced when Required — And Your Orator further sheweth, that he hath frequently and in an amicable Manner requested payment from the said Venatachellapelley of the said sum of Two hundred and Ninety two Star Pagodas Eleven Fanams and Twenty Cash — But now so it is may it please this Hon^ble Court that the said Venatachellapelley 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 Venatachellapelley 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 herein again Repeated and particularly Interrogated, and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and Ninety two Star Pagodas Eleven Fanams and Twenty Cash hereafter become due thereby, also all Costs of this suit —

May it please this Hon^ble Court to Cause the said Venatachellapelley 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 Hon^ble Court at a Certain time and place to be by this Hon^ble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint, and further to stand to, and abide by such Order and Decree therein, as to this Hon^ble Court shall seem Meet —

G Pasley
Att^y for Compl^t.

Fort Saint George
this 10^th day of May 1793

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

Jn^o Mitford
Mayor

Mayor's Court at Madraspatnam — Tuesday the 18th day of March Anno Domini 1794

Present

Henry Whitley Mitchell Esqr. Mayor
James Call and John Metford
Aldermen

Between Venayagar Moodeliar of Saint Thomé Inhabitant within the Jurisdiction of this Honble Court Complainant and Vencatachellapellay of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the space of Six Months the time limitted 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 Two hundred and Ninety two Pagodas Eleven Fanams and Twenty Cash / Pagodas 292-11-20. / 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

Vencatachellapellay in account Current with Venayagar Moodelliar

1790 July 9th	To Cash paid you at different times as a Bond Consulted to me by you bearing date the 9th January 1788. as follows.		
1791 July 9th	To Ditto	10	0
	To Ditto	4	11
	By Balance	292	11 20
		306	22 20
1788. January 9th	By Cash paid you on account of the above Bond this day	102	0
1789 July 9th	By Ditto	15	0
1791 July 9th	By Ditto	93	0
1793 January 9th	By Interest on the above sums from the respective dates thereof at 12 p Cent.	200	0
	Pagl. 102. 3 mo 2 — 6 5 — 12 — 30		
	15 — 4 — 1 — 1 — 36		
	83 — 3 — 10 — 38 — 1 — 20	111	11 20
	Pagodas	306	22 20

Madras 9th January 1793. E. E. Excepted

Errors Excepted

Madras 9th January 1793.

E. E. Excepted

Errors Excepted

Madras 9th January 1793.

E. E. Excepted

Errors Excepted

Madras 9th January 1793.

Filed the 15th March
1794

In the Honble the Mayors
Court at Madraspatnam

Between Lawlah Coob Chund
by his attorney Francis De Souza
of Madras Inhabitant Complai-
-nant and Vencoo Lawle Naunojee
Executor named in the Last will and
Testament of Ristnadoss Vurjeedoss
Deceased Defendant

The humble Petition of the above named Defdt

That the above named Complainant on the Twenty ninth
day of July One Thousand Seven hundred and Eighty Eight
filed a Bill of Complaint against Ristnadoss for the
recovery of a Certain Sum of Money charged by the Com-
-plainant to be due to him from the said Ristnadoss upon
a Bond or Obligation Annexed to the Complainants said Bill
of Complaint which Cause after the death of Ristnadoss
was revived against Your Petitioner as his Executor

That after the usual proceedings were had the
Cause came on to be heard on the Twenty Second day of
November last when this Honble Court was pleased
to Order and Decree that Your Petitioner should pay
the Complainants demand with Interest and Costs of
Suit from which Decree Your Petitioner hath ap-
-pealed to the Honble the Court of appeals at Madras-
-patnam

Court will be pleased to Order the Register of this Honble Court
to send up the Original Papers in the above Cause

Popham
atty for Petitioner

Extract from the Minutes of a Court Held at the Town
Hall on Tuesday the 18th day of March Anno Domini
1794

Present
Henry Chichley Michell Esqre Mayor
James Call and John Mitford
Aldermen

Lawla Coob Chund by his attorney Francis de Souza
versus
Vencoo Lawle Naunojee Executor of Ristnadoss
Vurjeedoss Deceased

Petition of the Defendant praying the Original
Proceedings in this Court might be sent up to the Court
of Appeals Ordered Accordingly

Filed 18th March 1794

In the Honble the Mayors Court at Madraspatnam

Between Arabanaden Ramasawmy
Complainant
and
Poely Pody Pagoradoo Defendant

The Humble Petition of the said Defendant by
his attorney Restrick of Madras Inhabitant
Sheweth

That the Complainant above named did on or a-
-bout the first day of March in the Year of Our Lord

One Thousand Seven hundred and ninety three file his Bill of Complaint in this Honble Court against Your Petitioner for Recovery of the Sum of five hundred and eleven Pagodas and fourteen fanams or thereabouts arising upon a certain Mortgage Bond of an House and Ground situate in Mootall Petta in Coral Merchant street between the Houses of Soobaroylo and Venkatanarnaik measuring in length from East to West twelve feet and in Breath from North to South thirty six feet or thereabouts and Your Petitioner Sheweth unto this Honble Court that Your Petitioner being then as he still is at a very remote distance from Madras he did not appear to the said Bill of Complaint and that the said Complainant well knowing the same and in order to take advantage of Your Petitioners absence obtained Warrant of Sequestration against Your Petitioners goods and chattles directed to the then Sheriff of Madraspatnam and the distrets thereof and that the said Sheriff in virtue thereof did take the said Mortgage premises in Sequestration as by the said Warrant of Sequestration and the said Sheriffs return thereon remaining of Record in this Honble Court Relation being thereunto had will more fully appear.

Your Petitioner further Sheweth that the period of six Months having elapsed, and no appearance being entered for your Petitioner a Decree thereupon passed against Your Petitioner at the suit of the said Complainant on the tenth day of December One Thousand Seven hundred and ninety three and that afterwards an order passed in the said cause on the twenty first day of January One Thousand Seven hundred and Ninety four for the sale of the said Sequestered premises, and that the Sheriff of Madraspatnam did on the tenth day of March now instant advertise that the said House and premises would be by him sold by Public Outcry on Tues-

sale of the said premises by the said Sheriff would be attended with a great loss and injury to Your Petitioner the same being with considerably more than the amount of the monies by Your Petitioner owing upon the foot of the said decree, and Your Petitioner therefore in order to prevent the said intended sale, and remove the necessity of Your Petitioner applying to this Honble Court for that purpose did on Saturday last the fifteenth instant cause his Attorney at Law Messrs John White and Gilbert Ricketts to write and address a notice to the said Complainants Attorney at Law Mr Emanuel Samuel requiring on the part of Your Petitioner the full amount principal interest and Costs upon the foot of the said Decree and that Your Petitioner would pay the same upon the said Mortgage Bond and this Bill of Sale or title Deeds of the said premises being delivered up either to Your Petitioners said Attorneys at Law or to Your Petitioners Constituted Attorney the said Kestrick, But Your Petitioner sheweth unto this Honble Court that neither the said Complainant nor his said Attorney at Law hath furnished the amount of the said debt and costs and that the said Complainant notwithstanding the said equitable and just proposal so made on the part of Your Petitioner gives out that he will have the said House and premises sold by the said Sheriff although Your Petitioner sheweth that he has been as aforesaid and that he still is ready and willing to pay the said debt and costs either to the said Complainant or to his Attorney at Law upon the said Mortgage Bond and Bills of sale being delivered up to Your Petitioners said Attorney, or to his said Attorneys at Law.

May it therefore please this Honble

do further being the said Mortgage Bond and Bills of sale, and title deeds of your Petitioners said House and premises in to Court to be delivered up to your Petitioner on his praying the said debt and Costs which Your Petitioner as thereupon ready and willing and hereby offers to pay and further that the said Sheriff in the meantime may be restrained by the Order of this Honble Court from selling the said premises.

And your Petitioner will pray

John White
Gilbt. Ricketts
} attorneys for the Petr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15th day of March Anno Domini 1794.

Present

Henry Chichley Michell Esqr. Mayor
James Call and John Stitford
Aldermen

Avadanum Ramasawmy
Pooly Pooly Bogavandoss

Petition of the Defendant by his attorney Ristrick read and filed this day praying that the Complainant may be Ordered forthwith to bring into Court the mortgage Bond and Bill of Sale and Title Deeds of the Premises in Question praying the Debt and Costs, and that the Sheriff may in the mean time be restrained from selling the Premises — Ordered — that the Sheriff be restrained from selling the Premises in Question until the further Order of this Court.

Filed 13th Febry 1794.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Canacapully Venkataramoo naick of Madras Inhabitant administrator of all and singular the Goods and Chattels Rights and Credits that were of Canacapully Sevaram Naick late Deceased That Sanjevisy Naick also of the same place Inhabitant did in and by a certain Bond or Obligation by him duly Executed unto your Orator said Intestate in his life time and bearing date the Eleventh day of may which was in the Year of Christ One Thousand Seven hundred and Seventy three become bound unto your Orator said Intestate in the Sum of One hundred and thirty Nine Pagodas Current Money of Madras Condetioned for the payment of the said Sum of One hundred and thirty Nine Pagodas with Interest thereon at and after the Rate of Nine per Cent per annum on demand, and your Orator Sheweth unto this Honble Court that as a Collateral Security for securing the repayment of the said Sum of One hundred and thirty Nine Pagodas with the Interest thereon unto your Orator said Intestate as aforesaid the said Sanjevisy Naick did —

mortgage assign and set over unto Your Orators said
Interest the Choultry Bill of sall or Sille Deeds for a Cer-
tain House, his property situated lying and being in
Chinna Samoodra Moodelly ar Street North to the House
of Valvidaloompatoo Cadayapa Moodelyar and South to
the House of Rangore Chinna Chitty ar as by the said
Bond or Obligation in Yours Orators possession and rea-
dy to be produced when required reference being there-
unto had, may more fully and at large appear

And Your Orator Sheweth unto this Honble Court
that the said Sanjeevy Naick not having since the
Execution of the said Bond or Obligation paid off the same
or any part thereof either to Your Orators said Intestate
in his lifetime or to Your Orator since his decease, Your
Orator doth charge the said Sanjeevy Naick to be indebted
unto Your Orator as administrator as afore said in the
said Sum of One hundred and thirty Nine pagodas
being the Amount principal of the said Bond or Obliga-
tion and in the further Sum of two hundred and fifty
Nine pagodas fifteen fanams and forty five Cash being
the Amount Interest due thereon up to the fourth day of Fe-
bruary in the present Year of Christ One thousand Seven
Hundred and Ninety four making together the sum of
three hundred and Ninety Eight pagodas fifteen fanams
and forty five Cash or in sterling Money of Great
Britain at the Rate of Eight Shilling for every pa-
goda the Sum of One hundred and fifty Eight pounds
and Seven Shillings or thereabouts And Your Orator
Sheweth unto this Honble Court that

your Orator hath frequently and in an Amicable Manner Requested
him to pay unto Your Orator the said sum of three hundred and
Ninety Eight Pagodas fifteen fanams and forty five Cash

But now so it is, may it please this Honble
Court the said Sanjeevy Naick obstinately and wilfully refuses
to pay the same, or to give Your Orator any Manner of satisfa-
ction touching the premises Your Orator therefore prays a Gene-
ral Relief such as to this Honble Court shall appear agreable
to Equity and good Conscience To the End therefore that
the said Sanjeevy Naick 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 interrogated and that
he may be Decreed to pay unto Your Orator the aforesaid Sum
of three hundred and Ninety Eight pagodas fifteen fanams and
forty five Cash together 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 Sanjeevy Naick to be Summoned and Required by the She-
riff of Fort Saint George town of Madraspatnam and the
districts thereof personally to be and appear before this Honble
Court at a certain time and place to be by this Honble Court, pre-
fixed and Appointed then and there to Answer this Your Orators
Bill of Complaint and further to stand to, and abide by such Or-
der and Decree therein, as to this Honble Court shall seem Meet.

Fort St. George 13th February 1794

Stuart Hall
Atty for Compl.t

This Bill was sworn to in the
Days of Adjournment, let a Summons
issue returnable Next Court day
H. E. Michell

Filed 25th March 1794

In the Honble the Mayor's Court at Madraspatnam

Between Canacapully Vencata-rawmoo Naick Administrator of Canacapilly Sevaram Naick Deceased of Madras Inhabitants Complainant and Sanjeevy Naig of the Same Place Inhabitants Defendant —

The Affidavit of William Herbert One of the Serjeants of this Honble Court —

This Deponent maketh Oath and saith that he did serve the abovenamed Defendant with three Rules issuing out of this Honble Court by leaving the Originals in the said Defendants House which was a Peremptory one to the following purport To wit.

Further Day is given the Defendant till the 25th Instant to Answer the Complainants Bill in default of which Judgment will be given for the Complainant

H Cuz

Town Hall
25th March 1794

Sworn in Court
this 25th March 1794
G Taylor
Regr —

/Signed/ G E Atkin
DJ Regr

Willm Herbert
Mace Serjt

Mayor's Court at Madraspatnam

Tuesday the 25th day of March Anno Domini 1792

Present
Hendy Checkley Mechell Esquire Mayor
William Webb and Alexander Cockburn
Aldermen

Between Canacapully Vencata-rawmoo Naick of Madras Inhabitant Administrator of Canacapully Sevaram Naick late Deceased Complainant and Sanjeevy Naick also of the same place Inhabitant Defendant —

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Hundred and Ninety eight Pagodas Fifteen Fanams and Forty five Cash /398 15 45/ together with all such Interest as now is or shall hereafter become due due thereon until full Payment is made also all Costs of this Suit —

H Cuz

Filed 22d February
1794

In the Hon^ble the Mayor's Court of Madraspatnam

Between Aviadanum Pan
piah Brahmeny Complainant
and Oliver Colt, Frank Day
and James Strange Executors of
the Last Will and Testament of
William Balfour and John Spald-
ing late of Fort Saint George
Defendant

The Demurrer of Oliver Colt Frank
Day and James Strange -

These Defendants by Protestation not
confessing or acknowledging all or any of the matters and
things in and by the Complainants Bill of Complaint,
setforth and complained of to be true in Manner and form
as the same are therein and thereby setforth and alledged, say
they are advised that there is no matter or thing in the said
Bill contained good and sufficient in law, to call these
Defendants in question in the Hon^ble Court for the
same But that there is good cause of Demurrer thereunto
inasmuch as it appears by the Complainants own shew-
ing in his said Bill of Complaint that he claims
the sum of Eighteen Thousand two hundred and Ninety
Star Rupees, or Five Thousand two hundred and twenty
five Pagodas and thirty fanams Current Money of Ma-
dras, on account of certain Bill of Exchange, said to

year of Christ one Thousand seven hundred and Eighty seven, and
said to be drawn by the Complainant, on his Gomastah one
Syleth Goverdon Soobarow, then residing, at Aurungabad
in favor of one John Dutton then Quarter Master in his
Majestys Nineteenth Regiment of Dragoons for the
sum of Ten Thousand credit Rupees, and payable at eight
days after sight which said Bill of Exchange, the Com-
plainant says he granted upon the Credit of these Defen-
dants Testator William Balfour, and John Spalding one
of the Defendants in the Bill named The said John Dut-
ton being a total Stranger to the Complainant as he the
said Complainant has alledged in and by his said Bill of
Complaint, and thereupon that the said William Balfour
and John Spalding under the firm of Balfour and Spald-
ing did give and grant their certain undertaking in writing
to be answerable to the Complainant for the said Bill of Ex-
change copy whereof is to the said Bill of Complaint an-
nexed. And these Defendants say that notwithstanding
the aforegoing charges the Complainant has not charg-
ged or attempted to shew that the said Bill of Exchange was
ever negociated, by the said John Dutton, or by any other
person, or that his Gomastah, the said Syleth Goverdon
Soobarow or any other person for him, paid the Amount
of the said Bill, or any part thereof, nor has the Complainant
produced the said Bill of Exchange or attempted to shew that
it is in his, or the said Gomastahs possession and which must
have been the case if either of them had paid it Wherefore
and For as much as the Complainants said Bill of Complaint
doth not contain as these Defendants are advised any Mat-
ter or thing which can bar or prejudice the right or demand against these

Defendants or either of them, not to draw them in suit into this Hon^ble Court touching the matter complained of in the Complainants said Bill of Complaint, and also for other Errors and Imperfection in the said Bill of Complaint contained, These Defendants do Demur in Law thereunto and humbly crave the Judgment of this Hon^ble Court whether they ought to make Answer to the said Bill of Complaint and humbly pray to be hence dismissed with their Costs in this behalf most wrongfully sustained —

G. Chalmer
att^y for Defend^ts

Filed 4th March 1794 —

The Joinder of Avadanum Paupiah of Madras Inhabitant to the Demurrer of Oliver Colt Frank Day and James Strange executors of the last Will and and Testament of William Balfour Esquire deceased there of the Defendants to the Bill of Complaint of the said Avadanum Paupiah Complainant —

The said Complainant for Joinder to the said Demurrer of the said Defendants saith that his said Bill of Complaint and the matters and things therein contained and sett forth are good and sufficient in the Law to maintain his said Bill for that the said Defendants are thereby as executors aforesaid charged to stand indebted to this Complainant in the sum of Eighteen Thousand two hundred and ninety Arcot Rupees upon the written ack

and this Complainant submits to this Hon^ble Court that if the said Defendants said Testator had not negotiated the said Bill of Exchange or that the same had not been duly honored the said Testator the said John Spalding should according to the custom of Merchants in like cases have returned the said Bill of Exchange to the Complainant with a protest thereof and because that the said Defendants to the said Bill of Complaint do not Answer, nor any way deny the same this Complainant prays Judgment and his debt aforesaid together with his Costs to be adjudged to him of the goods and Chattels of the said William Balfour deceased as in and by his said Bill of Complaint he hath already prayed —

John White
Gilb^t Ricketts
att^ys for Compl^t

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th day of March Anno Domini 1794 —

Present
Henry Chichley Michell Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen —

Avadanum Paupiah Praying
vers
Oliver Colt Frank Day and James Strange
Executors of the last Will and Testament of William Balfour
Deceased —
Bill Read —
Demurrer Read —
Joinder Read —

The Demurrer and the Joinder

thereto Coming onto be Argued and Determined this day in the Presence of the Attornies on both Sides, On Hearing the Pleadings and Arguments made use of by the Attornies and on due Consideration had thereon the Court are of Opinion that the Demurrer is insufficient &tes therefore Ordered that the Demurrer be thrown out with Cots and that the Defendants be put upon their Answer —

Filed 11 February 1794

To the Hônble the Mayors Court at Madraspatnam

Between Lieutenant Benjamin Frend and Margaret his Wife Walter Balfour Esquire and Cecelia his Wife and Margaret Maria Kennedy Widow and relict of Lieutenant Colonel John Kennedy Deceased Complainants

and

Johnson Kennedy and John Hammond Executors of the last Will and Testament of the said Lieutenant Colonel John Kennedy Deceased Defendants

The humble Petition of John Hammond one of the above named Defendants

Sheweth

That by the Order made on the hearing of the Complainants Petition the Twenty Eight day of January last past Your Petitioner and Johnson Kennedy the other defend.

ensuing to pay into this Hônble Court the Money which your Petitioner and Johnson Kennedy the said other Defendant acknowledged by their answer to the Complainants Bill of Complaint to have in their Hands as Executors of the last Will and Testament of Lieutenant Colonel John Kennedy Deceased —

Your Petitioner being ready and willing to Comply with the said order — so made by this Hônble Court as far as in Your Petitioners Power — that is to say / the Sum of Three Thousand five hundred and Eighty Seven Pagodas Nineteen fanams and Ten Cash part of the said Sum — Five Thousand Eight hundred and forty Six Pagodas Thirty Six fanams and fifty Six Cash is now in the Hands of Your Petitioner and which he is now ready and willing to deliver into this Hônble Court if required so to do, but as the remaining Sum of Two Thousand two hundred and fifty Nine Pagodas Seventeen fanams and forty Six Cash is in the Hands of Johnson Kennedy the said other Defendt who being absent from the Presidency of Fort Saint George could not possibly within the time by this Hônble Court limited Comply with the said order, Your Petitioner therefore prays a further time of fourteen days may be allowed him, in which time Your Petitioner will have procured from the said Johnson Kennedy the said sum of Two Thousand two hundred and fifty Nine Pagodas Seventeen fanams and Forty Six Cash which together with the said Sum of Three Thousand five hundred and Eighty Seven Pagodas Nineteen fanams and Ten Cash now in the Hands of Your Petitioner will be the exact Amount acknowledged

to be in the Hands of Your Petitioner and the said Johnson Kennedy as aforesaid —

Your Petitioner therefore Most humbly prays this Honble Court will Comply with the prayer in his said Petition Setforth — And Your Petitioner as in Duty Bound —

Shall Ever Pray —

Wy Dispiny
and
Gilbt Ricketts
Attys for Petr

Filed 11th February 1794 —

In the Honble the Mayors Court at Madraspatnam

Between Lieutenant Benjamin Frend and Margaret his Wife Walter Balfour Esquire and Cecilia his Wife and Margarita Maria Kennedy Widow and Relict of Lieutenant Colonel John Kennedy deceased Complainants —

and

Johnson Kennedy and John Kennedy Executors of the last Will and Testament of the said Lieutenant Colonel John Kennedy deceased Defendants —

Wy Dispiny
and
Gilbt Ricketts
Attys for Defts

one of the above named Defendant —

This Deponent maketh Oath and saith that the Sum of Three thousand five hundred and Eighty seven Pagodas Nineteen fanams and Ten Cash part of the sum of Five Thousand Eight hundred and forty six Pagodas Thirty six fanams and Fifty six Cash acknowledged to be in the Hands of this Deponent and the said Johnson Kennedy the other Defendant in their Answer to the Complainants Bill of Complent is now in this Deponents Hands — and that the remainder (to wit) the Sum of Two Thousand Two hundred and fifty Nine Pagodas Seventeen fanams and forty six Cash is in the Hands of the said Johnson Kennedy the other Defendant who being absent from the Presidency of Fort Saint George could not possibly within the time by this Honble Court limited comply with the Order passed by this Honble Court — on the Twenty Eighth day of January last past (to wit) that this Deponent and the said Johnson Kennedy the other Defendant should on the Eleventh day of February next ensuing deposit and pay into this Honble Court the Money which in the Answer of this Deponent and the said Johnson Kennedy the said other Defendant was by them Acknowledged to be in their Hands as Executors of the last Will and Testament of Lieutenant Colonel John Kennedy Deceased —

And this Deponent further saith owing to the absence of the said Johnson Kennedy he the said Johnson Kennedy as well as

order so made by this Hon^ble Court as aforesaid —

Sworn at Fort St. George
this 10th Day of February 1794 —

H. Mickell
Mayor

H. Dibbin

J. Hammond
One of the Executor Named
in the last Will and Testa
ment of Lieut. Col. John
Kennedy Deceased —

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th day of March Anno Domini 1794 —

Present

Henry Chichley Mickell Esquire Mayor
William Webb and Alexander Cockburn
Aldermen

Benjamin Frend and Margaret his Wife.
Walter Balfour and Cecelia his Wife and Marga
ret Maria Kennedy by her attorney Peter Rafsy
Esqrs.
Plts

Johnson Kennedy and John Hammond —
Executors of John Kennedy Deceased —

Petition of the Complainants praying that the
Sum of Pagodas 584. 36. 50. paid into Court by the Defen
dants on the 6th February may be paid out to them and
filed this day — The attorney for the Defendants prays
that he may be allowed till next Court day to Answer
the said Petition — Ordered Accordingly —

Filed 25th March 1794

To the Hon^ble the Mayors Court at Madraspatnam

Between Strenewassiah Ram
gadah administrator to the Estate and
Effects of Trevengadiah Bowring
late of Madras Inhabitant Plain
tiff Administered by Strenewas
siah Bowring Deceased Original
Complainant and Cross Defendant
and Nathaniel Edward Kindersley of
Fort Saint George Esq^r administrato
of Dawsonne Drake Deceased to
the Effects Unadministered by Na
thaniel Barlow also Deceased
Original Defendant and Cross
Complainant —

The Humble Petition of the said Original
Defendant and Cross Complainant —

Sheweth

That the said Original Complainant and
Cross Defendant did on the Eighth day of March in the year
of our Lord One Thousand Seven hundred and Eighty Eight
Exhibit and file his Bill of Complaint in this Hon^ble Court
against Your Petitioner as administrator as aforesaid for
the Recovery of a Certain Sum of money due from Your Peti
tioner to the said Original Complainant and Cross Defend^t —

That after the usual proceedings were had the said
Original and Cross Cause came on to be heard on the Seventh day
of July One Thousand Seven Hundred and Ninety two, when
the Hon^ble Court were pleased to Decree that the Origi

and that the Cross Defendant do pay unto Your Petitioner as Cross Complainant the full and just sum of One Thousand and Eighty Eight Pagodas Twenty three Fanams and Twenty four Cash being the Amount of the Account Current annexed unto the Cross Bill of Complaint together with all such Interest as there was or should thereafter become due thereon until full payment is made deducting therefrom the Amount over charged on Account of the Agreement for the payment of the Sum of Four Thousand Pagodas annually, being for the Twenty One days after the Death of Dawsonne Drake deceased — and that the Cross Defendant do pay unto the Cross Complainant the further Sum of Two Thousand four hundred and fourteen Pagodas Seven Fanams and One Cash acknowledged to have been received by Virtue of an Assignment of Three new Consolidated Bond of the Highness the Nabob and that he also do deliver up to the Cross Complainant the Original Bond of Nathaniel Barlow to Sowrengadiah Brauning Deceased under date the Twenty first day of December One Thousand seven hundred and Eighty five for the Sum of Fourteen Thousand Pagodas and that he also do deliver up the two Original Assignments from the said Nathaniel Barlow to the said Sowrengadiah Brauning and the Estate and Effects thereby Assigned being three New Consolidated Bonds of His Highness the Nabob of the Carnatick N. 228 — 229 — and 230 — all bearing date the Twenty sixth day of November One Thousand seven hundred and ninety seven and also any other part or parts of the Estate and Effects of Dawsonne Drake Deceased as may be in his present Custody Power and

original Complainant and Cross Defendant did appear to the Court of Appeals at Madras pateam —

Your Petitioner therefore pray that this Honble Court will be pleased to Order the Register to send up the Original Papers in the above said Original and Cross Cause to attend the hearing of the said Appeal —

John White
Gilbt. Ricketts } Attys for the Original Defendant and Cross Complainant —

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of March Anno Domini 1794 —

Present

Henry Chichley Michell Esquire Mayor
William Webb and Alexander Cockburn
Aldermen

Streenavashea Reengiah Administrator of Sowrengadiah Brauning Deceased Un-administered by Streenavashea Deceased

Nathaniel Edward Kendersley Administrator of Dawsonne Drake Deceased Un-administered by Nathaniel Barlow Deceased —
Et. E Contra

Petition of the Original Defendant and Cross-Complainant praying that the Original Proceedings with these Causes may be sent up to the Court of Appeals Read and filed this Day — Ordered Accordingly —

Filed the 2d January 1794.

To the Honble the Mayor's Court at Madraspatnam

The humble Petition of
Mauseelamony

Sheweth

That Your Petitioner understands that the present Native Interpreter of this Honble Court has prayed leave to resign his Office & being desirous to fill that Station, He humbly offers himself a Candidate and should he meet with the Approbation of this Honble Court he promises to discharge his duty with Care and fidelity to the utmost of his abilities, And Your Petitioner as in duty bound

Shall Ever Pray
Mauseelamony.

Filed the 13.
Decm 1793

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Stephen Popham one of the Attornies of this Honble Court that David MacVeagh now or late of Madraspatnam dealer and James Dobbyn of the same place Ship Keeper are and stand jointly and severally indebted unto your Orator in the sum & just Sum of One Thousand and Twenty Star Pagodas Ten fanams and Thirty Two Cash Current Money of Madras making in sterling of Great Britain at the rate of Eight Shillings the Star Pagoda the Sum of Four hundred and Eight Pounds Two Shillings & Threepence as will more fully and at large appear by the Copies of four several Exhibits or Accounts hereunto annexed for the inspection of this Honble Court marked respectively ABCD and prayed by your Orator to be taken as part of this his Bill of Complaint the Originals whereof are in your Orator's possession and Ready to be produced to this Honble Court when required, save and except the Original of the Exhibit C which is in the possession of the said James Dobbyn and to explain to the Satisfaction of this Honble Court how the said David MacVeagh became so indebted unto Your Orator and upon what ground Your Orator charges the said James Dobbyn as being liable to the payment thereof Your Orator prays leave to state that some time in the Year of Our Lord One Thousand

Seven hundred and Eighty Seven Your Orator made certain Pro-
-posals to the Government of Fort Saint George for supplying
of Fort Saint George and the Shipping which might under
and Remain in the Roads thereof as also the Contenments
subject and subordinate to Fort Saint George with vari-
-ous Articles of daily Consumption as well as other neces-
-sary Articles in use with Europeans in India, and more
particularly to supply Beef Mutton and Poultry and
Your Orator sheweth that while he had such Plan in
contemplation but before he began to execute the same
he enquired after a Person who might be capable of
conducting the same and your Orator Sheweth that
the said David MacVeagh was strongly recommen-
-ded to your Orator as a Man well informed in the
details of the said Business and who was responsible
for the Trust which might be reposed in him was
much as he was reputed to be worth a considerable sum
of Money gained principally by supplying the
army or Cantonments with Provisions and Your Orator
sheweth that he received the said David MacVeagh
into his Service at the Annual Wages of Five hundred
Pagodas with the permission to the said David Mac
Veagh to receive the usual Custom from the Cattle
Dealers Your Orator sheweth that being at the
same time in want of Money he applied to the said
David MacVeagh to advance the same and the large
Salary of Five hundred Star Pagodas annually was
by Your Orator

pecuniary assistance which the said David MacVeagh might
afford to your Orator as far or by Reason of his Ability as
a Manager in the Business And Your Orator Sheweth
that the said David MacVeagh in contemplation of the
high Wages as aforesaid agreed not only to manage
the said Business but to lend to your Orator the sum of three three
-sand Pagodas and Your Orator did in consequence take the said
David MacVeagh into his Service but when your Orator demand-
-ded the Promised Loan of Three Thousand Pagodas the said
David MacVeagh evaded the same from time to time and at
last gave the said Advance in various Bills of Exchange and
other Articles as by the Account thereof Marked A hereunto
annexed may Appear whereof the said David MacVeagh da
and fourteen Pagodas thirty three fanams and forty Cash ap-
-pears by the said Account A signed by the said David MacVeagh
to have been paid by him in cash unto your Orator as Your
Orator will hereafter explain Your Orator sheweth that
during such interval of time as appears by the said Account
to wit from the Month of December which was in the
Year of Our Lord One Thousand seven hundred and Eighty
Seven unto the Twenty ninth day of August in the then Sub-
-sequent year to wit the year of Our Lord One Thousand Se-
-ven hundred and Eighty Eight being a period of Nine Months
nearly the said David MacVeagh did not receive any Salary
from Your Orator and the Reason hereof was that Your
Orator had not been accommodated with ready Money
Loan as was at first agreed upon your Orator further
Sheweth that on the day of the date of the said Account to

passed a Bond or Obligation to the said David MacVeagh in the Penalty of Six Thousand Star Pagodas conditioned for the payment unto the said David MacVeagh of the Sum of Three Thousand Star Pagodas and Interest thereon after the Rate of Twelve per Cent per Annum and payable in Twelve Months and Your Orator sheweth that he executed a Warrant to Confess Judgment thereon with Warrant hath never been put in force in this Honble Court nor hath any Process been had thereon, and Your Orator sheweth that the said David MacVeagh continued in the service of your Orator from the said Twenty ninth day of August in the said year of Our Lord One Thousand Seven hundred and Eighty Eight until the month of May in the then following year to wit in the year of Our Lord One Thousand Seven hundred and Eighty Nine when Your Orator dissatisfied with the conduct of the said David MacVeagh determined not to employ him any longer in his service and in consequence thereof your Orator used his best endeavours to settle all outstanding Concerns between them which he at last effected thro the Mediation of three Gentlemen viz George Chalmer one of the Attornies of this Honble Court acting on behalf of the said David MacVeagh Peter Walker also one of the Attornies of this Honble Court but since Deceased but at that time acting on behalf of Your Orator and Stephen Timms then Captain in the Service of the United Company of Merchants of England trading to the East Indies under their Royal Charter of Fort Saint George

and signed by the said Mediators and hereunto annexed marked B may appear in which account all and every the Receipts and payments on account of your Orator during the Period therein stated are inserted and your Orator sheweth there appeared a Balance at that time due by your Orator unto the said David MacVeagh of the Sum of One hundred and Eighty five Pagodas Nine Fanams and Nineteen Cash exclusive of the said Bond for payment of the said Sum of Three Thousand Star Pagodas and its Interest as aforesaid from the date thereof your Orator further sheweth that in the said last Account B your Orator credits the said David MacVeagh for Eight Months after the said rate of Five hundred Star Pagodas per Annum being the Sum of Star Pagodas three hundred and thirty three and thirty Fanams and also the Period comprised in the said account Amounts to Nine Months, but the Reason why the said David MacVeagh did not press for his proportion of Salary for the last Month is that he was conscious he had not been in the service of your Orator for the Month of May being the month wherein the said Account is dated Your Orator sheweth that in the course of the next Year your Orator heard that certain Bills of Exchange specified in the said Account Cover letter A and composing the principal part of the Consideration for which Your Orator passed his said Bond for payment of the said Sum of Three Thousand Star Pagodas unto the said David MacVeagh had not been discharged and Your Orator sheweth that his information tho' not authenticated was sufficient to induce Your Orator to come to a final Settlement of Accounts with the said David MacVeagh and to get up his said Bond and Warrant of Attorney and in lieu thereof to execute

[illegible] ...ferr'd and in order to shew his willingness to settle all Matters amicably Your Orator proposed an Arbitration and the said David MacVeagh having agreed thereto and having chosen the said James Dobbyn on his part and your Orator having chosen Thomas Ledsham on his part your Orator made out an Account Current crediting the said David MacVeagh for the said Bond of three Thousand Pagodas and its Interest as also for the Balance due unto him by the said Account Current B. dated the said Twenty eight day of May in the said Year of Our Lord One Thousand seven hundred and Eighty Nine being One hundred and Eighty five Pagodas Nine Fanams and Nineteen Cash and Interest thereon also and debiting the said David MacVeagh for such Bills of Exchange as your Orator had reason to suppose would Return Protested from Europe and for other Sums as your Orator had paid on account of the said David MacVeagh and also for such Articles as it appeared the said David MacVeagh had taken from the Stores of your Orator and Your Orator sheweth that on the back of the said Account the Submission of your Orator and the said David MacVeagh was duly executed in the presence of Two Witnesses and it was further agreed thereby that your Orator should Execute a Bond to the said David MacVeagh payable in Eight Months for such Balance as your Orator should be adjudged to owe to the said David MacVeagh he the said David MacVeagh and James Dabbyn given their joint Obligation to indemnify your Orator against a certain Bill of Exchange for the Sum of Five hundred Pounds Sterling drawn by Lieutenant George Sturt on his Brother Charles Sturt which at that time was supposed to have been Protested in England and Your Orator [illegible]

several times to arbitrate the said Accounts but before they came to any Determination thereon the said Bill of the said George Sturt came back from England Protested and Your Orator was obliged to pay the same unto Lieutenant Colonel Campbell the last Endorsee thereof your Orator sheweth that from the time the said Bill came back Protested to this hour your Orator hath not been able to get any Settlement of the said Account altho he hath frequently applied to the said David MacVeagh as also to the said Thomas Ledsham and James Dabbyn to settle the same and your Orator shewth that at the time the said James Dabbyn undertook to arbitrate the said Account jointly with the said Thomas Ledsham the said David MacVeagh was considerable indebted unto the said James Dabbyn, and the said David MacVeagh knowing endeavoured the said James Dobbyn to believe that the said Bill of the said George Sturt would be duly honored, and that therefore your Orator would be largely indebted unto the said David MacVeagh, the said James Dobbyn willingly undertook the Task of Arbitrating the said accounts under the Covenant above set forth where by the said James Dobbyn was to have your Orators Obligation payable in Eight Months with Interest at the Rate of Twelve per Cent per Annum for such Balance as your Orator should be adjudged by such arbitration to owe unto the said James Dobbyn your Orator further Sheweth that the said James Dobbyn when the said Bill for five hundred Pounds Sterling came back Protested as aforesaid perceiving as Your Orator charges that Your Orator was not indebted unto the said David MacVeagh, and that therefore he the said James Dobbyn [illegible] to benefit by the said Arrangement and

losing sight immediately of the Duty he owed to Your Orator to preserve in his Possession the said Bond of Your Orator unto the said David MacVeagh for the said Sum of Three Thou-sand Star Pagodas and Combining and Confederating with the said David MacVeagh how to injure Your Ora-tor in the Premisses the said James Dobbyn did with-out the privity Consent or connivance of your Orator or the said Thomas Ledsham deliver over unto the said David MacVeagh Your Orators said Bond of Three Thousand Pagodas together with the Warrant of attorney of your Orator to Confess Judgement thereon, whereby the said James Dobbyn hath manifestly injured your Orator, and your Orator further Sheweth unto this Hon^ble Court that the said James Dobbyn hath further injured your Ora-tor by not setting on and determining the said abitra-tion in as much as that if the same had been determi-ned Your Orator would have then received from the said James Dobbyn the Amount of the said Bill of Exchange or such part thereof as your Orator had advanced beg and the Amount of the Balance which might have been awarded by the Thomas Ledsham and James Dobbyn against Your Orator, which Balance Your Orator Chargeth the said James Dobbyn as also the said David MacVeagh are liable to pay or unto Your Orator amounting with Interest thereon up to the Tenth day of this Instant December to the said Sum of One thousand and Twenty Pagodas Ten fanams and thirty two Cash as by the Copy of the Account thereof **D** hereunto annexed may appear which Account Your Orator prays may be taken as part

and ready to be produced to this Hon^ble Court when required and your Orator Sheweth that altho' your Orator is charged by the said David MacVeagh in the Account Current **A** the Sum of five hundred Pagodas for a House at Poonamallee Your Orator in the Account Current **C** when he submitted to have arbitrated the matters in question charged the said House only at the sum of four hundred Pagodas and altho he hath since sold the said House for the sum of three hundred Pagodas only he hath not nevertheless charged the said David Mac-Veagh for the differente or loss of Two hundred Pagodas incurred by your Orator therein and your Orator Sheweth that he so fully expected to have settled matters amicably with the said David MacVeagh that he gave up into his hands the Bill of Cowan for Forty eight Pounds and Seven Shillings as soon as the same was returned from England, and your Orator Sheweth that as to all and every the other Items in the Account Current **D** your Orator hath Vouchers in Support thereof or such other Testimony as will appear Satisfactory to this Hon^ble Court, and your Orator Sheweth that he hath frequently and in a friendly Manner requested Payment of the said Sum of One Thousand and Twenty Pa-godas Ten fanams and thirty two Cash.

But Now so it is May it please this Hon^ble Court the said David MacVeagh and James Dobbyn Obstinately and wilfully refuse to give Your any manner of Satisfaction touching the Premises under many frivolous and evasive Pretences To the End there-fore that the said David MacVeagh and James Dobbyn

direct and perfect answer make to all and Singular the Pro-
mises as fully and truly as if they had been hereunto particularly interrogated, and that the said David MacVeagh may setforth whether Your Orator did not execute unto him a Bond for the Payment of the sum of Three Thousand Star Pagodas of the Date above Setforth together with a Warrant of Attorney to Confess Judgment thereon, and whether the same was not for securing the Payment of the Balance of the Account thereunto annexed Marked A and that the said David MacVeagh may Setforth whether he did not execute the Agreement for arbitration Copy whereof is written upon the said Account, C hereunto annexed and that the said James Dobbyn may setforth whether the said Thomas Ledsham and he did not subscribe their Agreement thereto and the Pramise therein made to deliver unto Your Orator the said Bond and warrant of Attorney of Your Orator to the said David MacVeagh for the said Sum of three thousand Pagodas on his Your Orators fulfilling his engagement as therein above written to execute a Bond to the said James Dobbyn payable in eight Months for the Balance he might be adjudged to owe unto the said David MacVeagh and That the said James Dobbyn may setforth where the said Original Agreement now is, and that the said David MacVeagh and James Dobbyn may setforth whether the said David MacVeagh was not at the time the said agreement was so signed indebted unto the said James Dobbyn in a Sum

Your Orator to the said James Dobbyn for payment of such Balance as Your Orator might be adjudged to owe unto the said David MacVeagh was not intended by the said James Dobbyn as a security for him as far as it might go towards liquidating the Balance of the said David MacVeagh the said James Dobbyn — and whether the said James Dabbyn was not not in possession of your Orators said Bond and Warrant of Attorney for payment of the said Sum of three Thousand Pagodas at the time the said Agreement for Arbetration was Signed or when else, and whether the said James Dobbyn did not deliver up again Your Orators said Bond and warrant of Attorney unto the said David MacVeagh without any communication with your Orator and without the privity Consent and Concurrence of the said Thomas Ledsham and that the said James Dobbyn may setforth the time when he delivered up the said Bond and Warrent of Attorney and that they may respectively declare whether the said Bond and Warrent of Attorney now are and that the said David MacVeagh may setforth whether Your Orator did not deliver unto him the said Bill of Exchange of Cowan mentioned in the said Account Current D hereunto annexed as soon as Your Orator received the Same from England or when else and that the said David MacVeagh and James Dobbyn may be Decreed to pay unto Your Orator the said Sum of One thousand and twenty Pagodas ten fanames and thirty two Cash and all Interest thereon as also all Costs of this Suit and that they may be severally bound by the Decree of this Honble Court therein, and, that they be ordered to deliver into this Honble Court the said Bond and Warrant of Attorney of Your Orator to the said David-

MacVeagh that the same may wait the Judgement of this Honble Court respecting the same and to be delivered up unto your Orator in case it shall appear that he that discharged the amount thereof and that in the mean time the said David MacVeagh and James Dobbyn and such other attorney as the said David MacVeagh may have empowered to act therein may be enjoined by the Order of this Honble Court for instituting any Suit or Process whatever against Your Orator under and by Virtue of such Bond and Warrant of attorney —

May it please these Honble Court to Cause the said David MacVeagh and James Dobbyn 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 atty for
the Complainant —

Fort Saint George
the 13th day of December 1798
This Bill was Sworn to the
in the days of adjournment Let
a Summons Issue Returnable
Next Court Day —

Jn Meltford
Mayor

Dr Stephen Popham Esquire in Account Current with David M.c Veagh Cr

1798			
Augt 29	To the following Bills paid by me Viz —		
	Lieutt & Store Keeper for £500 ... @ 5/	125 0 0	
	Lieutenant Pagan ... 100 ... Do	25 0 0	
	Morrin ... 100 ... Do	25 0 0	
	Curran ... 48.7 ... do	12 0 3	
	Delany ... 52.8 ... do	13 0 0	
	Chiles Heath ... 5.5 ... do	1 3 5	
	To attorney at Law Donnally	201 5 0	
	To 52 Gues at 2/6	50 0 0	
	To 1 Butts Potter at 96	11 1 0	
	To 1 Store	5 8 6	
	To 1 D.o	17 5 0	
	To attorney Ranby & Stamps	7 0 0	
	To Cash paid the Custom	7 0 0	
	To D.o for Stone Shells at Aumanally	5 0 0	
	To D.o for Stone Shells at Aumanally	4 1 0	
	To D.o Dismiss the Store Servants for Sunday	10 0 0	
	Cash	10 0 0	
	To D.o for June	10 0 0	
	To Cash paid this day	314 35 40	
	Cagod as	357 6 35 40	
	Madras 29th Augt 1798		Errors Excepted

Cagod as 357 6 35 40.
attnd Capt John White
for Mr Veagh

A

Dr

David Mc Veagh in Account Cur

1788	To Cash Charged in Your last Account Current in order to Compleat the Balance of 3000 Pagodas			
	To Cash paid You at Poonamally	314	35	40.
	To Cash paid you at Waulaujanbad	500		
	To Cash paid Patrick Scott by your draft	1000		
Nov. 2d	To Cash paid Mr Satchell	87	26	31.
Dec. 11th	To Cash paid Corporal Gilbert	420		
	To Bazar at Waulaujanbad	40		
	To Cawdies Sail for Buffaloes		12	
	To Cash Received from me	100		
	To Cash of Claret from Mons. Gillet	50		
	To a Bill of George Baillie	25		
	To Sundries at Waulaujanbad and Madras as p Account Particular	26	42	50
	To Profit on Cattle	228	37	20.
	To Sundries from George Clark at Poonamally	6	32	
	To Ditto for Mr Mackay 20 — —	6	17	
	Taylors Bill 8 — 3 —			
	To Cash paid by Pereira at the Fair	28	3	
	To Cash paid for Paddy	36		
	To Cash paid for Servant Wages	1		
	To My Note passed to Mr John Milford	176	21	
	To Cash for Mr Mc Veagh wages	250		
	To Two Bank Notes	110		
	To Draft on the Bank	100		
Aug. 24th	To Ditto	80		
	To Smith	133	14	
	To Cash By Mr Satchell	18		
Sept. 15	To Ditto	25		
	To Cash paid by Shepherd and charged in Mr Satchells Book Aug. 20 Compromised only	1		
Dec. 19	To the Amount of Cattle not delivered	10		
		346	34	
		4126	5	61.
	To Ballance due to David Mc Veagh	185	9	19
	In the adjustment of the above Account it appears that Mr Veagh delivered the Cattle he purchased to Naylor and others at the Farm at Vallore appointed to receive them & of Course Naylor and those who received them are responsible to Mr Popham — NB Sixty six Head of Cattle Northern Cattle appears due to Mr Popham from Cawdies Sail —			
	Pagodas	4309	15	—

B

rent with Stephen Popham

Cr

	By Cash advanced Antonio Ferreira for Sheep	250		
	By One Horse and Bandy and four Bullock Bandies	75		
	By Cash advanced to Cawdies Sail for the Purchase of Cattle	527		
	By Balance due to You by the Bramineys Cutwall of Waulaujanbad	74		
	By D.o by George Baillie of Poonamallie	300		
	By an Order drawn by Alexander Stevenson	80		
	By Cash Received Mr Edward Popham by my Order	49		
	By 1 Leager of Arrack	20		
	By 2 Empty Casks for the Arrack	1		
	By Cash Received Bandy hire	1		
	By 1 Leager of Arrack from Mr Bell	30		
	By 2 Empty Casks	1		
	By Cash Received Bandy hire ditto	1		
	By Cash Received Mr Satchell as p his Receipt to make a Bond of 3000 Pr	300		
	By Cash Received from me as p my Receipt	300		
	By Cash Received the Portuguese Carpenter	12		
	By Cash Received the Moorman in my presence and two Portuguese Last Divers	10		
	By Cash Received from meat at the Farm which was Returned to Your in order to Settle with the Moorman	29		
	By Cash paid Stevenson	12		
	By Smith at Poonamally	13		
	By a Sett of Bills of Exchange drawn by Armstrong on Armstrong to the order of Andrew Wight	250		
1788 Oct. 24	By 151 Head of Cattle delivered to Sheppard at Waulaujanbad as p Receipt	228		
	By 160 Sheep at 10 Sheep p Pagoda	16		
Nov. 27	By 194 Head of Horned Cattles including Calves and 223 Sheep including Lambs as follows delivered to E. Popham as p Receipt			
	194 Head of Cattle at 1. 9	231	44	
	223 Sheep @ 6 p Pagoda	37	7	
		269	5	
Dec. 8	By 98 Head of Cattle delivered to Shepheid as p Receipt	245		
1789 Jany. 22	By 503 Head of Bullocks Cows & Calves delivered to Naylor as p Receipt	550		
	By the Account Particular paid to sundry Persons employed to purchase & drive Cattles	159	30	
	By the Account of Particulars as p Gills Bill	15	26	
	23 Head Cattle @ 3 — 18	75		
	11 D.o @ 2 — 15	36	30	
	19 D.o @ 2 — 23	47	30	
		159	14	
	By 3 Months Wages	333	30	
	Pagodas	4309	15	

Madras 28th May 1789
Errors Excepted p

G Chalmer
Atty for D.r Mc Veagh

B. Walker Atty for S. Popham

S. Towns
Umpire

a true Copy
J. Whitehill Atty

C

Whereas David McVeagh hath this day delivered into the hands of Thomas Ledsham and James Dobbin the Bond and Warrant of the Within named Stepen Popham to David McVeagh for three Thousand Star Pagodas to pay to John Cooke Seven hundred and Fifty Pagodas in three Months for account of the within Named David McVeagh and to be credited to Stephen Popham in account with David McVeagh now we do agree that all the Articles in the within Accounts and all differances respecting them shall be submitted to the decision of the said Thomas Ledcham and James Dobbin and that whatever Sum may be adjudged to be due by the within named Stephen Popham to David McVeagh the said Stephen Popham shall pass this Bond payable in Eight Months with Interest at Twelve p Cent to the said James Dobbin they the said David McVeagh and James Dobbin giveing their Joint obligation to indemnify the said Stephen Popham against the us then Bills of George Sturt for five hundred Pounds Sterling should they come back Protested Witness our hands in Madras this 29th day of January 1790

Witness J. Cooke
Jr. D'Monte

Signed by Stephen Popham
Signed by D. McVeagh

We do agree to arbitrate the Within accounts and to deliver up the Bond and Warrant of the said Stephen Popham to David McVeagh as soon as he has executed his Bond to James Dobbin as above stated for the Balance awarded against him

Signed by Tho. Ledsham
Signed by James Dobbin

John White atty for

Copy.

Dr. David McVeagh in Account Current with Stephen Popham Cr.

1789					1788				
		To a House am Services at Pondamally		400	Aug.	29	By the amount my Bond to you Payable in one Year		3000
		To Cash paid Mr Henry Dalby the mount of his Bill of Costs in the Cause of John Irving vers David McVeagh		36 45	1789				
June	16	To your draft in favor John Gill dated 16 May 1789 payable at 1 Month after date Accepted by me this day		120	May	28	By Balance of an Account Current closed this day		185 9 19
		To 1 Ream Recived from the Store in the Fort the 1 January Wt. 16 p ℔ at 7 p Canams p ℔	2 13 60		1790				
		To 1 Pine appeal Chase	34 40		Jany	26	By Interest on the above Sums from their Respective dates to this day at 12 p Cent on Bag. 3000		
		To Butchery Bill a/c Particular up to the 12 July		3 20 20			for 1 Yr 4 Mns 24 Ds	508	
		To Lieutenant Pollards Bills of Exchange Returned protested from Europ £100 paid byme to Messrs Michell Innes and Bowden with Interest &c		34 30 60			do 185 9 19 7 29	14 31 60	522 31 60
		To Cowans Bill Returned protested £48 7		120 37					3707 40 59
		Protesting Charges & Interest about		25			By Balance		792 21 1
		To Charles Sheath Bill returned Protested £5 5	13 5						
		Protesting Charges and Interest about	8	21 5					
July	12	To the amount of a Security Bond Signed Jointly with you to Captain Bill		760					
		To Lieutenant Sturts Bill which he advance Recived from Europe is supposing to have been protested £500		1250					
		Interest thereon for about 2 Years and Charges about		300					
		To Your draft in favor of Thomas Templeston		1550					
		Paid Captain Douglas for your draft on me in favor of John Gill		168					
		Do in favor of Charles Pereira		150					
		To 380 Head of Cattles which died Valloutes on account of their being very lo and sick and which you have Charged me from 3 Pag to 2 and I charge You only 1/4 Pag. each		100					
		To 180 Cattles sold to Cawder Saib at 3/4 Pag. each and You Charged me at a Medium Rate 1/2 the Differance being 3/4 Pag. on each		475					
		To Interest on the above Sums about		135					
				4401 25 60					
				100					
		Pagodas		4501 25 60					Pagodas 4501 25 60

January 1790

J White atty

Dr — David M.ᶜ Veagh in Acc.ᵗ Current with Stephen Popham — Cr

1789		To 1 Ham Received from the Store in the fort the 1 January				1788		By the amount of my Bond to you payable in one year			300	
		9 ℔. 16 oz 16 at 7½ p.ᵗ annum p.ᵗ ℔	2	3	60	Aug.ᵗ	29	By the amount of my Account Current Closed this day			185	9 19
		To 1 Pineaple Cheese				1789						
		To Cash paid M.ʳ Henry Dalbey the amount of his Bill of	34	40	3 20 20	May	28	By Balance of an Account Current				
		Costs in the Cause of John Swring vers.ˢ David M.ᶜ Veagh						Interest on the above sums from their respective dates				
June	16	To your Draft in favor of John Gill dated 16 May 1789 —			36 15 2			to this day at 12 p.ᶜ Cent.	yrs	mos	ds	
		payable at 1 Month after date accepted and paid by me			120 — —			An Bag.ᵍ 3000 — — — for	5	3	12	P.ᶜ 1902 — — —
July	12	To Butchers Bill as p.ᵗ Particulars up to the 12 July			3 4 3 16 0			185 9 19 for	4	6	13	107 21 24 — 200 9 25 26
	16	To Lieutenant Pollard's Bill of Exchange which you indorsed										
		to me and which were returned protested from Europe										
		for £100 Paid by me to Messrs. Michell Ames and										
		Bowden with Interest &c.ᵃ			301 13 6d.							
		To Cowans Bill which you endorsed to me and which was										
		returned protested the Bill and Protest was										
		to You £68 7										
		Protesting Charges			120 — 3 7 —							
		Interest 6 ms from Dec.ʳ 1787 to Dec.ʳ 1793 being 6 yrs 86 — 43 — 20			208 3 3d							
		To Charles Sheaths Bill Returned Protested £ 8			13 — 5 — —							
		Interest on ditto from Dec.ʳ 1787 to Dec.ʳ 1793 for 6 yrs			23 2 6d							
Sept.ʳ	13	To Cash paid to Thomas Humpherston for the amount of your										
		Draft in his favor			166 25 —							
Nov.ʳ	1	To D.ᵒ paid Captain John Douglas the Amount of your Draft										
		in favor of Charles Pereira			100 — —							
1790												
Jany.	29	To the Amount of my Promissory note of hand payable to John										
		Crooks on your Account with 12 p.ᶜ Cent Interest			150 — —							
Augt.	10	To Cash paid this day to Lt. Col. George Campbell for a Sett										
		of Bills of Exchang drawn by Lt. George Stuart under										
		date the 28th. November 1787. for £500 on Charles —										
		Stuart Payable to your order and by you indorsed to										
		me and by me to Lt. Col. Campbell as p.ʳ Mr. John										
		Hamiltons Receipt			164 4 8d.							
		Carried over Page 1 at			354 0 4d.			Carried over Page			519 4 3	43.

1791.		Brought over Pagodas		3540. 14. 30.	
May.	28.	To Cash paid Captain Thomas Bill for the Amount of a joint Bond gined by you and me and for which he filed a Bill in the Mayors Court and obtained an Execution against me		932. 40.	
				4473. 9. 30.	
		To Interest on the following Sums from their respective dates to this day @ 12 p Cent—			
			Yr. mt. d.	Rs. Fs. @	
		On Pags. 12	for 4. 5. 25	64. 27. —	
		34. 30. 60	for 4. 4. 29	18. 16. 54	
		301. 13. 60	for 4. 4. 25	159. 8. 42	
		166. 28. "	for 4. 2. 28	84. 38. 78	
		100. " "	for 4. 2. 24	50. 36. "	
		150. " "	for 4. 1. 10	74. " "	
		750. " "	for 3. 10. 12	348. " "	
		1644. 41. 48	for 3. 4. "	657. 43. 40	
		932. 40. "	for 2. 6. 13	283. 60. 71	
				1741. 31. 45.	
		Pagodas		6214. 40. 75.	

	Brought over Pagodas	5174. 30. 43	
	By Balance due to me	1020. 10. 32	
	Pagodas	6214. 40. 75	

Madras 10th December 1793—

E: E: Bopham

a true Copy

John White attg for
the Complainant—

Filed 24th December 1793-

The Demurrer of James Dobbyn One of the Defendants to the Bill of Complaint of Stephen Popham One of the attornies of this Honble Court.—

This Defendant by Protestation not confessing or Acknowledging all or any of the Matters and things in and by the said Bill setforth and Complained of to be true as the same are therein and thereby setforth and Charged says he is advised that there is no Matter in the said Bill Contained good and sufficient in Law to call this Defendant in question in this Honble Court for the same, but that there is good Cause of Demurrer thereunto and for Cause of Demurrer this Defendant shall, that the Complainants said Bill contains not any Matter of equity whereon this Court can ground any Decree or give the Complainant any relieff or assistance against him this Defendant Wherefore and for divers other Errors and Imperfections in the said Bill appearing this Defendant doth therefore Demure in Law thereunto and humbly demands the Judgment of this Honble Court whether he shall be compelled to put in any further or other Answer to the said Bill and humbly prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully sustained—

Stuart Hall
Atty for Defendt.

Filed 18th February 1794-

The Joinder of Stephen Popham Complainant to the Demurrer of James Dobbin one of the Defendants to the said Complainants Bill of Complaint—

This Complainant saith that notwithstanding any thing Contained in the said Demurrer of the said Defendant James Dobbin to this Complainants said Bill of Complaint that this Complainants said Bill of Complaint and the Matters and things therein Setforth and Charged are good certain and Sufficient in the Law whereon to maintain his said Bill against the said James Dobbin and as the said James Dobbin by Demurring to this Complainants said Bill hath admitted the facts therein stated to be true but denieth that the said Facts are Sufficient in Equity for this Court to ground a Decree against the said James Dobbin this Complainant therefore prays this Honble Court to have reference to the several Charges of Combination and Confederacy between the said James Dobbin and the said said David MacVeagh the other Defendant for the purpose of injuring this Complainant and to the Paper Writing of this Complainant and the said David MacVeagh and the Agreement set and Subscribed at the foot thereof by Thomas Ledsham and the said James Dobbin whereby the said James Dobbin Ratifies and Confirms every part of the said Agreement whereof one Clause is that the said David MacVeagh and James Dobbin Should give their Joint Obligation to indemnify this Complainant against the Bill of Exchange of George Sturt, in the Said agreement named for five hundred Pounds Sterling should the same come back from England Protested, and which Bill of Exchange did come back Protested as appears by this Com-

becomes the Creditors in account with the said David MacVeagh for the Sum for which he hath brought his Present Bill wherefore he is injured and hath Damage against the said James Dobbin as well as the Said David MacVeagh for the Amount so Sued for and the Relief prayed by his Said Bill of Complaint and further the Said James Dobbin hath injured this Complainant having delivered back this Complainants Bond and warrant for three Thousand Pagodas to the said David MacVeagh without the privity consent or Concurrence of this Complainant or of the Said Thomas Ledsham the arbitrator chosse by this Complainant to Arbitrate the Matters then in controversy between this Complainant and the said David MacVeagh and in open Violation of his trust and said agreement, under and by Virtue whereof he became possessed of this Complainants said Bond, and warrant, as in the said Bill of Complaint is fully set forth and Charged Wherefore and because all the Said Matters Stand confessed by the said James Dobbin by his having Demurred to this Complainants Bill and by force and reason of the several Statutes enacted and now in force for the discouragement of Dilatory Pleas by the Amendment of the Law and for the better advancement of Justice this Complainant prays Judgment of this Honble Court upon his Cause upon the Pleadings already had and that they will be pleased to decree to this Complainant Payment of his Debt with Interest and Costs as in and by his said Bill of Complaint he hath already prayed.—

John White attorney for the Complainant—

Mayors Court at Madraspatnam

Tuesday the 25th day of February Anno Domini 1794.—

Present

Henry Chicheley Meichell Esqr. Mayor

William Webb and Andrew Ross—Aldermen

Stephen Popham

Between

David MacVeagh and James Dobbyn

A Further time of one Week for the return of the Warrant of Arrest issued against the Defendant David MacVeagh prayed for and Granted.—

Bill with Copies of four Exhibits annexed Marked A B C and D read—

Demurrer Read.

Joinder Read—

The Demurrer of James Dobbyn and the Joinder thereto coming into be argued and Determined this day in the presence of the Attornies on both side On Hearing the Arguments made use of the Attornies and on due Consideration had thereon The Court are of Opinion that the Pleas made use of by the Defendant James Dobbyn in his Demurrer are insufficient This Court doth therefore think fit to Order and doth accordingly Order that the Demurrer be thrown out with Costs and that the Defendant be put upon his answer.—

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of March Anno Domini 1794-

Present

Henry Chichley Michell Esqr. Mayor
James Call Andrew Ross &
James Mitford Aldermen

Caneyaparoo Vencatasha by his Attorney Paulo De Payras -

vers

Vungarum Nellatomby

Mr. James Stuart Hall Attorney for the Defendt. pray leave to decline acting his Client not having furnished him with either Money or Instructions - 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 Copy
J. Taylor
Regr.

Filed the 1st April 1794

In the Honble the Mayor's Court at Madraspatnam

Between Caneyaparoo Vencatasha Modelly by his attorney Paul de Payras is Complainant and Vungarum Nellatomby Modelly Defendant

The Affidavit of William Herbert one of the Serjeants of this Honble Court -

This Deponent maketh Oath and Saith that he did on the Twenty Ninth day of March last serve the Defendant above named with a Copy of the within Extract by leaving the same at his dwelling House -

Sworn in Court
this 1st April 1794.

William Herbert Macdonald

G. E. Atkins
Dy Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 1st day of April Anno Domini 1794-

Present

Henry Chichley Michell Esqr. Mayor
Josias Du Pre Porcher and Andrew Ross
Aldermen

Canacapally Vencatasha Modeliar by his attorney Paulo de Payras

vers

Vungararm Nellatomby

Affidavit of William Herbert of Service of Notice of Mr. James Stuart Hall attorney for the Defendt having prayed Leave to decline acting Sworn to in Court Read and filed this Day - Ordered that Mr. James Stuart Hall be permitted to Decline acting - Mr. George Chalmers attorney for the Complainant prays that issue

Witnesses in this Cause — Ordered accordingly —

Filed the 25th March 1794

To the Honble the Mayor's Court at Madraspatnam

The Petition of John Wilkenson

Humbly Sheweth

That by the Order of the Seventeenth Day of Decem. last which suspended Your Petitioner from practising as an Officer of this Honble Court for Six Months Your Petitioner hath reason to believe that he shall lose the greater part of his Clients many of whom have since Committed their concerns to the management of others Gentlemen — Your Petitioner felt with deep concern that his conduct should have drawn upon him the displeasure of the Honble Court and particularly as the act which occasioned his suspension was by him considered Professional and certainly not intended as a disrespect to it — Relying therefore on the liberality of the Court Your Petitioner hopes it will be taken into consideration how much he hath already suffered having alone to depend for subsistance on the exercise of his Profession and that they will be pleased to take off his Suspension —

John Wilkenson

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 1st. day of April Anno Domini 1794

Present

Henry Chichley Michell Esqr. Mayor

Josias DuPre Porcher and Andrew Ross

Aldermen

Petition of Mr. John Wilkenson praying that his Suspension may be taken off read a second time — The Court having taken the same into Consideration it is Ordered that the Suspension of Mr. John Wilkenson be taken off the Mayor Dessents to the Resolution of the Court being of Opinion that as the Suspension was intended as a Punishment and in the Mayor's judgment a very lenient one for a wilful and direct Violation of a Standing Order that the act of taking off that Suspension off that Suspension before the expiration of the limitted time is derogatory to the Dignity of the Court

Filed 8th April 1794

To the Honble the Mayor's Court at Madraspatnam —

Between Jeroovercadoo Romasinga Moodeleir of Madras — Inhabitant Complainant and James Stuart Hall late a Captain in the Service of the United Company of Merchants of England Trading

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8th day of April Anno Domini 1794

Present

Henry Shechley Michell Esqre Mayor
Andrew Ross and James Daly
Aldermen

Teroovercavedoo Ramalinga Moodeliar

vers

James Stuart Hall

Petition of the Complainant praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals Read and filed this day - Ordered Accordingly -

Filed 8th April 1794

To the Honble the Mayors Court at Madraspatnam

Between John Ridsdill by his acting Attorney Michael Topping Complainant and Elias Minas Surviving Executor of John Gabbar Deceased Defendant -

The humble Petition of the above named Defendt.

Sheweth

That on or about the Ninth day of December in the year of Our Lord One Thousand Seven hundred and Ninety One the Complainant above named did Exhibit and file his Bill of Complaint in this Honble Court against your Petitioner as Surviving Executor aforesaid

of the Attorney of the Honble Court Defendant -

The humble Petition of the above named Complainant

Sheweth

That your Petitioner did on the Twelfth day of May which was in the Year of Our Lord One Thousand Seven hundred and Ninety exhibite and filed his Bill of Complaint in this Honble Court against the above named Defendant for the Recovery of a Certain Sum of Money due to your Petitioner by the said Defendant -

That after the usual proceedings were had the said Cause came on to be heard on the fourth day of May One Thousand Seven hundred and Ninety two when this Honble Court were pleased to Decree that the Defendant should pay unto Your Petitioner the Sum sued for together with all such Interest due thereon and also all Costs of the Suit -

From which said Decree the said Defendant did appeal to the Honble Court of Appeals at Madraspatnam

Your Petitioner therefore prays that this Honble Court will be pleased to order the Register to send up the Original Papers in the above Cause to the Honble the Court of Appeals to attend the hearing of the said Cause -

And Your Petitioner as in duty Bound -

Shall Ever Pray

Gilbt Ricketts
Attorney for Petr.

hundred and seventeen pagodas four fanams and six Cash pretending the same had arison and grown due upon a Set of Bills of Exchange granted by Your Petitioner said Testator in favor of the Complainant, but which had returned protested for want of payment — That Your Petitioner having appeared and Exhibited and files his Plea and Answer to the Complainants said Bill of Complaint and the Complainant having thereupon filed a Replication and Your Petitioner his Rejoinder Issue did Join and Rules did pass for the Examination of Witnesses and Witnesses having accordingly been Examined and publication did pass and the said Cause was set down to be heard and the same coming on to be heard on the Eleventh day of June in the Year of Our Lord One Thousand Seven hundred and Ninety three, this Honble Court was pleased to Order and Decree that Your Petitioner should pay unto the Complainant the full and Just Sum of two Thousand three hundred and twenty Nine pagodas being the Amount Principal without Interest, and that each party should pay their own Costs —

That from the said Decree Your Petitioner did appeal to the Honble Court of Appeals, and the Complainant having neglected to apply to this Honble Court to have the Papers in the said Cause transmitted to the Honble Court of Appeals —

Your Petitioner therefore most humbly Prays this Honble Court will be pleased to direct the Register to transmit the papers in the said Cause, to the Honble Court of Appeals, that the same may attend the hearing of the said Appeal, and Your Petitioner will Ever pray. —

Stuart Hall
Atty for Petr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8th day of April Anno Domini 1794. —

Present
Henry Chicheley Bithell Esqr Mayor
Andrew Ross and James Daly
Aldermen

John Whitehill by his Attorney Michael Topping —
versus
Elias Minas Surviving Executor of John Galdar Deceased —

Petition of the Defendant praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals Read and filed this day — Ordered Accordingly. —

Filed 8th April 1794

To the Honble the Mayor's Court at Madraspatnam

Between Baitba vany Sunker

Richard Fairchild Complainant
and Gungadoss Defendant

The humble Petition of the above named Complainant

Sheweth

That Your Petitioner did on or about the Eleventh day of December which was in the Year of Our Lord One Thousand Seven hundred and Ninety by his Attorney file and Exhibit Bill of Complaint in this Honble Court against the above named Defendant for the Recovery of the Sum of two Thousand nine hundred and Seventy two Pagodas three fanams and thirteen Cash Current Money of Madras upon a Account Current and Letter copy whereof is to the said Bill annexed that the said Defendant appeared to the said Bill and put in Answer and Your Petitioner having replied and the Defendant having Rejoined issue did join thereupon and rules did pass for the examination of Witnesses and the Witnesses having accordingly been examined on both sides the Cause was set down to be heard, and the same coming on to be heard on the twentieth day of April in the year of Our Lord One Thousand Seven hundred and Ninety two this Honble Court was pleased to order and Decree the said Defendant to pay unto Your Petitioner the full Amount Sued for with all costs of this Suit

Your Petitioner sheweth that the said Defdt. did on the Third day of May which was in the Year of our Lord One Thousand Seven hundred and Ninety two appeal from the decree of this Honble Court to the Court of Appeals but that the said Defendant has Neglected to apply to this Honble Court to have the Pleadings in this Cause Transmitted to the Honble the Court of Appeals

Your Petitioner most humbly Pray this Honble Court will be pleased to direct their Register to transmit the Pleadings in this Cause to the Honble Court of Appeals that the same may attend the hearing of the said Appeal — And Your Petitioner shall ever Pray. —

J. Stuart Hall
Attorney for Pet.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8th day of April Anno Domini 1794

Present

Henry Chicheley Michell Esqr. Mayor
Andrew Ross and James Daly
Aldermen

Babavanay Sunker Karedut by his attorney
Richard Fairchild
versus
Gunga Doss

Petition of the Complainant praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals read and filed this day —

Ordered Accordingly. —

Filed 8th April 1794

To the Honble the Mayors Court at Madraspatnam

Between Sawmy Chitty and
Cooley Chatty Complainants and
Shake Meerah Said Mastree and
Pattoo Mastry Defendants —

The humble Petition of the above named Complainants

That your Petitioner did on or about the Twenty fifth day of January which was in the Year of our Lord One thousand Seven hundred and Ninety One file and Exhibit a Bill of Complaint in this Honble Court against the above named Defendants for the recovery of the Sum of Six hundred and Seventy Star Pagodas Current Money of Madras upon a certain Mortgage Bond copy whereof is to the said Bill annexed that the said Defendant appeared to the said Bill and put in an Answer and your Petitioner having Replied and the Defendants having Rejoined issue did Join thereupon and rules pass for the Examination of Witnesses and Witnesses having accordingly been Examined on both sides the Cause was set down to be heard and the same coming on to be heard on the Twenty Eighth day of august in the Year of our Lord One thousand Seven hundred and Ninety two this Honble Court was pleased to order and decree the said Defendants to pay unto your Petitioner the full amount sued for with all Costs of this Suit —

Your Petitioner further sheweth that the said Defendant died on the Tenth day of September which was in the Year of our Lord One thousand Seven hundred and Ninety two appeal from the decree of this Honble

to the Court of appeals but that the said Defendants has neglected to apply to this Honble Court to have the Pleadings in this Cause Transmitted to the Honble Court of Appeals —

Your Petitioner therefore most humbly Prays this Honble Court will be pleased to direct their Register to Transmit the Pleadings in this Cause to the Honble Court of appeals that the same may attend the hearing of the said appeal

And your Petitioner shall ever Pray

J Stuart Hall
Atty for Petr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8th day of April Anno Dominis 1794 —

Present
Henry Chichley Michell Esqr Mayor
Andrew Ross and James Daly
Aldermen

Sawmy Chitty and Cooly Chitty
vers
Shaik Meera Said Mastry and Pattoo Mastry

Petition of the Complainant praying that the Original Proceedings in this Cause may be sent up to the Court of appeals read and filed this day — Ordered Accordingly —

Filed 26th Nov.r 1791

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Oratorex Leptha Stephan of Surat Inhabitant Sister and neast of Kin of Gregorio Miguel late of Madras Armenian Merchant Deceased by her attornies Atma Seth Aviet and Avidt Seth of Madras Inhabitants That Sarad Cja Maul of Madras Armenean Merchant stands indebted unto Your Oratrix in the full and just Sum of One Thousand Four hundred and Seventy one Star Pagodas Thirty three 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 Five hundred and eighty eight Pounds Four teen Shillings and Six Pence or thereabouts as will more fully and at large Appear by the Copies of the Translation of an award and of an Account Current between the said Atma Seth Aviet and Sarad Cja Maul and also of another account between Your Oratrix and the said Sarad Cja Maul hereunto Annexed for the Inspection of this Honble Court and prayed by Your Oratrix to be taken as part of this her Bill of Complaint the Originals whereof are in the Possession of your Oratrix's attornies and Ready to be produced to this Honble Court when required and your Oratrix sheweth that the said Gregorio Miguel died in the Year of our Lord One Thousand Seven hundred and Seventy Six without making any Will or Testament whereupon the said Seth Aviets and Sarad Cja Maul Obtained Letters of Administration of his Estate and Effects under the Seal of this Honble Court bearing dat the Fifteenth day of June in the said Year

of our Lord One Thousand Seven hundred and Seventy six and your Oratrix sheweth that the said Gregorio Miguel having died Intestate and without any Lawful Issue living at the time of his Death Magdalena Gregorio Miguel the Widow of the said deceased Gregorio Miguel did soon after apply to the said Estate and Effects of the said Gregorio Miguel as his widow and Your Oratrix did also apply for the other half part of the said Estate and Effects as sister and neast of Kin to the said Gregorio Miguel and Your Oratrix Sheweth that after many Suits Controversies and Disputes between the said Administrators and the said Magdalena Gregorio Miguel and Your Oratrix the said administratrix agreed to devide the said Estate and Effects into two equal Shares one Moiety thereof to be paid to the said Magdalena Gregorio Miguel and the other Moiety to Your Oratrix and accordingly your Oratrix did receive one Moiety or half part of the Balance of the first and second Account Current of the said Estate delivered by the said Administrators into this Honble Court and Your Oratrix sheweth that the said Magdalena Gregorio Miguel did also receive his Share or the other half part of the said Balance thereof and Your Oratrix further sheweth that the said Administrators did also on the second day of December which was in the Year of Our Lord One Thousand Seven hundred and Eighty eight deliver and a Sworn account of the Estate of the said Gregorio Miguel into this Honble Court as by the said Account Current now of record before this Honble Court reference being thereunto had may more fully appear and did thereby Confess that a Balance of Two Thousand One hundred and seventeen Pagodas Eleven Fanams and forty Cash was in their hands belonging to the Estate of the said Gregorio Miguel and Your Oratrix further Sheweth that since the delivery of the said Sworn

Account Current in this Honble Court the said Seth Aviet deposited this Life and the said Sarad Coja Maul became the Surviving and sole administrator of the said Gregorio Miguel and being in profession of the said Balance was and is bound to pay unto Your Oratrix one Moiety or half part thereof being One Thousand and fifty eight Pags. Twenty Six Fanams and Sixty Cash which Sum she on Claims as her Legal and Lawful Property or Inheritance which she ought to receive from the Estate of the said Gregorio Miguel and Your Oratrix further sheweth that at the time of the Death of the said Seth Aviet several Accounts were subsisting between the said Seth Aviet and Sarad Coja Maul which said several Accounts were after the death of the said Seth Aviet referred by the said Anna Seth Aviet and Sarad Coja Maul to the decision of Arratoon Jacob, Manook Jacob Son and Johannes Shaemier Arbitrators indifferently by Chusen by and between the said Anna Seth Aviet and Sarad Coja Maul to arbitrate and settle the said account and the said arbitrators did by their award under date the twenty eighth day of September in this present Year of Our Lord One thousand Seven hundred and Ninety One among other things adjudged that from the Estate of the said Gregorio Miguel the Sum of One Thousand and fifty eight Pagodas Twenty Six Fanams and Sixty Cash the Property of your Oratrix remaines in the hands of the said Anna Seth Aviet and Sarad Coja Maul and it was therefore Ordered that the said Anna Seth Aviet should pay unto the said Sarad Coja Maul as the Surviving Administrator of the said Gregorio Miguel one half part of the said Sum of One Thousand and fifty Eight Pagodas Twenty Six Fanams and Sixty Cash being the share due by the said Seth Aviet as one of the Administrators of the said Gregorio Miguel and Your Oratrix Sheweth that one half part of the said Sum of One Thousand and fifty eight Pagodas Twenty Six Fanams and Sixty Cash was accordingly deducted from the Claims of the said Anna Seth-aviet and the said Sarad Coja Maul as appears by the award hereunto annexed and therefore Your Oratrix Charges that the said Sarad Coja Maul illegally holds profession of the said Sum of One Thousand and fifty eight Pagodas Twenty six Fanams and Sixty Cash which should have been paid to your Oratrix as her Legal Inheritance And your Oratrix further Sheweth that the said Arbitrators did further Award that the Interest on the said sum of One Thousand and fifty eight Pagodas Twenty Six Fanams and Sixty Cash demanded by the Proprietor thereof should be paid one half by the said Sarad Coja Maul and the other half by the said Anna Seth Aviet Your Oratrix further Sheweth that the said Arbitrators did further award that the said Anna Seth aviet should pay unto the said Sarad Coja Maul in order that he might Carry the Same to the Credit of the Estate of the said Gregorio Miguel the Sum of Four hundred and sixty three Pagodas Thirteen Fanams and forty Cash being a Debt due by the Father of the said Seth Aviet to the Estate of the said Gregorio Miguel and accordingly the said Anna Seth Aviet in performance of the said award did allow and give Credit into the said Sarad Coja Maul in her account Current the said Sum of Four hundred and Sixty three Pagodas Thirteen fanams and forty Cash as by the said Account Current hereunto Annexed may appear Your Oratrix therefore hath a Clear and indisputable Claim to one

three Pagodas Thirteen Fanams and forty Cash being Two hundred and Thirty one Pagodas Twenty Seven Fanams & Sixty Cash and Your Oratrix further sheweth that there is Sum of One Thousand and fifty eight Pagodas Twenty Six Fanams and Sixty Cash together with one half of the Interest thereof being One hundred and Eighty two Pagodas and the said Sum of Two hundred and thirty one Pagodas Twenty Seven Fanams and Sixty Cash making together the said Sum of One Thousand four hundred and Seventy One Pagodas Thirty three Fanams and Sixty Cash Your Oratrix by her said Attornies have frequently and in a friendly manner requested the payment thereof from the said Sarad Cja Maul

But now so it is and may it please this Honble Court the said Sarad Cja Maul combining and unlawfully refuses to pay the same or to give Your Oratrix any manner of satisfaction touching the Premises Your Oratrix therefore prays a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Sarad Cja Maul 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 particularly interrogated and that the said Sarad Cja Maul may particularly Setforth whether Your Oratrix is or is not Sister and next of Kin to the said Gregorio Miguel deceased as before setforth and whether the said Gregorio Miguel did or did not die in the year of our Lord One Thousand Seven hundred and twenty Six without making any will or Testament and whether the said Seth Aviet and

did or did not obtain Letters of Administration to his Estate and Effects under Seal of this Honble Court on or about the Fifteenth day of June One Thousand Seven hundred and twenty Six aforesaid and whether the said Magdalena Gregorio Miguel as Widow and Your Oratrix as Sister and next of Kin to the said Gregorio Miguel did not each of them demand One Moiety or half part of the Estate of the said Gregorio Miguel and whether the said Administrators did not after many Disputes and Controversies agreed to devide the said Estate and Effects into two equal parts and to pay One Moiety thereof to Your Oratrix did not receive one Moiety or half part of the Balance of the first and second Accounts Current of the said Estate as delivered into this Honble Court and whether the said Magdalena Gregorio Miguel did not also receive her full Moiety or half part of the Estate and Effects of the said Gregorio Miguel and grant a Release and discharge for the same in full of all Demands and whether the said administrators did not on the second day of December in the said Year of our Lord One Thousand Seven hundred and eighty eight deliver a third Account Current into this Honble Court and thereby Confess a Balance of Two Thousand One hundred and Seventeen Pagodas Eleven Fanams and forty Cash to be in their hands belonging to Estate of the said Gregorio Miguel deceased and whether the said Seth Aviet hath not since departed this Life and thereby the said Sarad Cja Maul became the sole Administrator of the said Gregorio Miguel deceased and that the said Sarad Cja Maul may particularly Setforth whether there were not several Accounts subsisting between the said Anna Seth Aviet as Administratrix of the said Seth Aviet and the said Sarad Cja Maul

Jacob Manook Jacob Jan and Johannes Shanrier and whether the said Arbitrators did not make their award in manner and form as above particularly Setforth and whether the said Sarad Oja Maul as Surviving administrator as aforesaid and under the Award so given as aforesaid by the said Arators Jacob Manook Jacob John and Shamier Sultan be not liable to pay unto your Oratrix as aforesaid the said Sum of One Thousand four hundred and Seventeen Pagodas Thirty three Fanams and Sixty Cash and whether Your Oratrix by her said Attornies hath not frequently and in a friendly manner demanded the Payment of the said Sum of One Thousand four hundred and Seventy One Pagodas Thirty three Fanams and Sixty Cash and Your Oratrix by her said Attornies pray the that the said Sarad Oja Maul may be decreed to pay unto Your Oratrix the Said Sum of One Thousand four hundred and Seventy one Pagodas Thirty three Fanams and Sixty Cash together with all Interest due or to grow due thereon untill full payment be made also all Cost of this Suit.—

May it Please this Honble Court to Cause the said Sarad Oja Maul 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 Oratrixs Bill of Complaint and further to Stand to and abide by such Order and Direction therein as to this Honble Court shall seem Meet.—

Madras 26th. November 1791.

This Bill was shewn to me
between the days of adjournment
Let a summon issue returnable
next Court day.— Jos. Dubré Porcher
Mayor

Popham
Atty for Compt.

Award given by the Judges Arbitrators hereunder Signed to Anna Seth Proponent and Sarad Oja Maul Opponent Viz

The Complaint of the Proponent and the Answer of the Opponent, together with several Papers & Accounts We have perused & having heard from the Mouth of both parties & taken to our Consideration on which we have judged & Awarded as in Manner hereunto followeth—

The Proponents last desire of the 28th. September 1791. delivered us signed remaining in our hands wherein she declareth that by all means she expects to get from the Opponent the Sum of 7,600 Pagodas and 1/2 Eight adding thereto the Interest 679. Pagodas up to—28th. September 1791 amounting together therewith the Principal mentioned Star Pagodas to— 8179. 1/2

To be deducted out of 8179 Pags. Viz.

The Surplus of the above mentioned Interest ... 279.—

Out of the Estate of the late Gregorio Miguels Cash 2226 Pags. in the hands of the Proponent & the Opponent owing to the Debts of the late Gregorio Miguel as follows ——— Pags. Eights

To Lipta	1058	6 1/2
To Aratun Emnias	51	4
To Gaspar Macartick	88	6 1/2
To the Nuns	121	1/4
To Marcar Sharimar	200	—
To the Owner of the Ship Armenian Merchant	308	3 1/4
To Navan Dubash	86	53/4
To Johannes Mansgatherer	294	3/4
To Pogos Ibrahim	16	9 1/4
Pagodas	2226	—

Carried Over ... 8179 ... 1/2

Brought over Pagodas 3179.—

Half of the above mentioned 2226 Pagodas is the Proponents debt ..... 1113.—

If the above mentioned Payment of 2226 Pags shall be taken with Interest whatever Interest shall be claimed hereafter must be paid, One Moiety thereof by the Proponent being her Debt .....

The Interest received from Sharemanian's Money which was taken Up by the deceased Seth & Tomese, out of which the Proponent has taken 2408 Pags & 6 p Eight, we charged but 800 Pags one Moiety thereon of must be restored by the Proponent ..... 400.—

The proponent has taken the Company's Bond at 20 p Cent discount which loss is 400 Pags One Moiety thereof must be paid by Proponent ... 200.—

Out of the Partnership's Account with the Proponent & Opponent ought to be returned to Opponent 700 Pags The Proponent must pay her half Share the Cost of Iron 238.— "

The Proponent must make good the damages of Cotton 44.6.—

The Proponent has received the Interest from the Company's Debt & will receive more two years Interest 320. Pags One Moiety thereof must be paid to Proponent ..... 160.—

The Difference in Interest inserted at 6 p Cent and at other at 8 p Cent Is esteemed good unto us that the Proponent do pay ..... 83.—

The Bill of Costs of Mr. English paid by Opponent to Mr. Chase 183 Pags the half of it must be paid by Proponent ..... 90.—

2957 ... 2957.—

The Remainder Five Thousand two hundred & twenty two Pagodas & 1/2 Eights the Opponent must pay to Proponent ..... } Pagodas 5222 1/2

The Proponent some time ago did prosecute the Opponent in the Court and afterwards stopt the said Prosecution & referred it to the Judgement of the Arbitrators the Proponent has been at the Charge in the said Suit 26 Pags. the half of it is 13 Pags. which the Opponent is to pay to the Proponent.—

The Opponent shall Close the Account of the Ship Ammenian Marchant within the space of Forty days whatever be the Share of the said late Seth Ter Aviet to be paid to Proponent.—

Whereas the said late Seth Ter Aviet has been one of the Administrators of the said Gregorio Miguel Deceased, the said Seth by his hand Writeing denoted a Dubious Debt of 463 Pags. 8 13 1/2 Eights to be due by his Father Ter Aviet to the said Gregorio Miguel But it was left to be examined with the Vouchers and As now past fifteen years And the said Debt hath not been ascertained nor discharged by the said Seth and therefore we think that he has escaped his memory — Wherefore we have thought proper that only the Principal of the said 463 Pags. and 13 1/2 Eights should be paid by Proponent to Opponent and a Receipt and a Legal Indemnification be granted, the said Sum of 463 Pags. and 12 1/2 Annas the said Opponent shall carry into the Account of the late Gregorio Miguels Estate.—

As the Proponent has kept in her hands the Money belonging to Cachick Emmias on Account of 500 Pags. owing by the said Cachick to the said late Gregorio Miguel wherefore It seemed good unto us that the Proponent do pay unto Opponent the Interest on the aforesaid Sum of 500 Pagodas at 8 p Cent P Annum for the Debt of the late Gregorio Miguel, the Opponent shall carry it into the Account of the said late Gregorio Miguel granting a Receipt and two Mortorioses se-

The

himself from the said Debt to Gregorio Miguel the said Money to be restored to Proponent by the Apponent or his Securities.—

The late Seth & Jorose Ter Aviet in their lifetime have taken out of the Estate of Gregorio Miguel deceased in the year 1778 the Sum of 17,066 Pags. being as well the Property of the Sharamanians as that of their Factors, which money had been under the Management the said Gregorio Miguel deceased concerning which Ter Aviet the Father of the said Seth & Jorose in his lifetime in the Year 1781. retained the said Money in the hands of Miguel Gregorij by a Protest by reason of his Debt due by Sharimans which matter was on the 10th August in the Year 1779. referred to arbitration by the Administrators and the Heirs of the said Gregorio Miguel deceased and the arbitrators ordered that the said late Seth & Jorose besides the Indemnification passed by them they are to give further two Creditable Securities indirectly to the Heirs of the said Gregorio Miguel in order to Secure thereon from time to time the said Money belonging to the Proprietors. Now it his appeared that neither the Receipt nor an Indemnification nor any Security whatever was given nor any Cause shewn why the said Matter remained unperformed and it was insisted by the Apponent to put an end to the said Matter as it is usual from and ancient Custom to be a mark of Righteousness that every Person who becomes possessed of any Estate belonging to any Deceased Person should Sign a Receipt and Indemnifications Wherefore It seemed good unto us that the order of the said Judges Arbitrators given to the aforesaid Seth & Jorose deceased in the Year 1779. might be performed furthermore the Proponent is to Sign a Receipt concerning the said Sum of 17,066 Pagodas with a Legal Indemnification & give unto Apponent.—

In the Account Book of Partnership of the said late Seth and the Apponent it is Debited 1833. Pagodas in the Name of late Aviet Marcar, in Compensation whereof the Executors of the late Joannes Marcar by Order of the said late Seth has put in the Chest of the Armenian's Appkans of Madras 1000. Pagodas, and 962. Pagodas are taken by the said Executors for Commission of the said Aviet Marcar deceased as Awarded their Arbitrators, which Amounting to 1962. Pagodas which Sum must be given Credit in the said Account, the Apponent in his Answer acknowledges that the said Balance of the said Aviet Marcar's Account 1833. Pagodas to be a mistake Therefore we have like wise deemed invalid.—

It is made known and also as that the Ship called St. George to be the Property of the Proponent, and Apponent in Partnership tho' they have not produced to us a legal Bill of Sale or any Writing of Partnership neither have we seen any one chosen by them as a Commander thereof except from the beginning of its purchase till the 28th April 1791. to have gone through several Persons hands and Ports, the Produce thereof is made use of for the Expences of the said Ship till the last Disbursement of the said 28th April 1791. for which a Bill of Exchange was drawn on Bengal which was paid to Mr. Sarkies Ter Johannes— wherein the Apponent has brought his Share 375 Pags. as per Account produced by him out of the Neat thereof the said Ships Saint George together with all Apparels Stores, Ammunitions & all other Appurtenances wheresoever she be now & in whatsoever condition be out of 16 Shares to be out of the Proponent, and 6 shares to be of the Apponents likewise in Profit & Loss.—

The Goods purchased for the said Ship St. George from the beginning of the Proponent and the Apponent becoming Owners of the said Ship even to the 28th of April 1791. in— whatever place the said Goods are unsold and under the Command of whomsoever they be, and the Balance of the unclosed Accounts as well that of the said Commander for Manage as that of the Owners of the said Ship the whole that is such as are

out of 16 Shares 10 Shares to be of the Proponent & 6. Shares to be of the Opponent in this wise they ought to get and pay.—

Whereas we are made known that the said late Seth and the Opponent have been Administrators of the late Gregoris and they have accordingly Acted in Collecting & dividing the Estate of the said Gregoris Miguel it appears that the said deceased Gregoris Miguel is still indebted to some people Wherefore it seemed good unto us that besides the aforesaid nine Articles amounting to 2226. Pags due to sundry Persons which said Sum should be paid by Opponent, and whatever other Sum shall be demanded by any Person whomsoever such Debt should be paid by the Administrators of the said Gregoris Miguel deceased, Concerning the same Premisses whatever it any be one Moiety thereof to be paid by the Proponent and One Moiety by Opponent, since the death of the said late Seth For Asviet the Administratorship of the said Gregoris Miguel deceased remained under the Management of the Opponent and as the Opponent hath acted Solely therefore whatever requests shall arise, the Opponent is only Responsible, It seemed good also unto us that all the Writings whatever belonging to the said late Gregoris Miguel in possession of the Proponent to be delivered to Opponent, who shall given a Receipt to Proponent for all Writings held by him appertaining to the late Gregoris Miguel.—

The Goods in partnership which the Proponent and the Opponent have now at Bombay Surat & Bengal unsold to be remained under the Cares of whom they are now untill they are Sold, then the neat Produce thereof as much as it shall be devided & taken every ones his Share and a Receipt to be granted to the deliver—

Relating to Respondentia granted by the late Seth For Asviet to Bagdasar Joseph on the 5th July in the Year 1781 for the Sum of Three Thousand & Eight hundred Pagodas whereof Four hundred & Eight Pagodas being on account of the Opponent who got a Note from the said late Seth For Asviet concerning the same under date the 1st July 1781, therefore whatever Sum of Money the Proponent shall get an account of the said Respondentia should be made a Dividend on the said Sum of 3800 Pagodas whatever it falls on 630 Pags Share to be paid to Opponent.—

The aforesaid respective Payments, Receipts—Indemnifications, Writings, Securities or either on the part of the Proponent to Opponent or on the Part of Opponent to Proponent are bound to perform so as it might be concluded within fortnights from the date hereunder mentioned, at the same time the Proponent & the Opponent ought to Sign & deliver mutually in the presence of Witnesses a full Discharge ind due form of Law especially on the same Intent and Basis conformable to the above Written.—

For the than the Premises aforesaid, all the Requests and Disagreements whatever as well from Proponent and as from Opponent respecting their Administratorship or private Persons entirely We have deemed inevalid.—

Thus it has been Compleated our Award to the said Anna Seth Proponent and Sarad Coja Mal Opponent as in the manner above Written. In Confirmation of the Premises aforesaid We have Write two of this Award of this same Tenor and Date in the Presence of Witnesses Signed and Sealed in order to be delivered One to Proponent and another to Opponent this 28th day of September at Madras In the Year 1795.

We are Witnesses to have been Signed
/Signed/
Aratun Sarkees
David Edger

Judges Arbetrators
/Signed/
Aratun Jacob (L.S.)
Manook Jacobjan (L.S.)
Johannes Hamier (L.S.)

A True Translation as near as can be from the Original Armenian Language by Denis Philippus Calendar

Sworn to be a true Translate as near as can be by Denis Philippus Calender this 25th November 1795.

Before me
Jos. DeLaPorcher
Mayor

/a true Copy/
Popham

Dr. Sarad Coja Maul in account Current with Anna Seth aviet administratrix of Seth aviet Deceased Cr

1791 Septr.	th 28.	To the Amount due by you to the Estate of Seth aviet deceased by Messrs. Stratoon Jacob Mainak Jacob Son and Joannes Shamier Arbitrators indifferently Chosen by you and me to arbitrate and Settle the accounts subsisting between you and the Estate of Seth aviet which by their award of the 27th. September last they awarded that You should pay me Principal Money	5222 3
		One half of Charge in Commencing a Suit against you	13
		Pagodas	5235 3

1791 Septr.	th 28	By Cash awarded by the Arbitrators to be paid to you being the Amount due by the Estant of Seth aviet to the Estate of Gregorio Miguel on your passing me a Receipt and Indemnification for the same	463 6 40
		By Balance due to me	4771 38 40
		Pagodas	5235 3

Madras th 13 October 1791.

Errors Excepted

&

Anna Seth

a True Copy

Bosphan

Dr ..... Sarad Cja Maul in Account With Leptha Stephen ..... Cr

1788				1791.			
Decr.	2.	To my one half share of the Balance of the 3d. Account Current of the Estate of Gregorio Miguel Sworn and delivered in Court this day by the Administrators the Balance whereof due to the Estate is 2117.- 11½ one Moiety thereof being 1058...6½ is the share or Proportion to be received by me as one of the Heiresses of Gregorio Miguel which sum was on the 28 day of September last awarded by Messrs. Stratoon Jacob, Manook Jacob Son and Joannes Shamier arbitrators indifferently Chosen by Anna Seth Aviet and Sarad Cja Maul to arbitrate and settle the Accounts subsisting between them to be paid to me			Octr.	13.	By Balance due	1471	33	60
1791.							
Octr.	13.	To Interest on Do. from 2d. December 1788. to this day being 10...12. @ 12 p Cent is Pagodas 364 ..... One half thereof being Pags. 182. to be paid by You and the other half by Anna Seth Aviet according to the above Award	1058	26	60		
		To C awarded by the above arbitrators to be paid by Anna Seth Aviet to You as the surviving Administrator of Gregorio Miguel for which the said Anna Seth Aviet has given You Credit in her Account Current of this date which Account is annexed to her Bill of Complaint filed this day as Administratrix to the Estate of Seth Aviet against You being Pags. 463-6½ half of which being my Share or Portion as one of the heiresses of Gregorio Miguel	182					
			231	7			
		Pagodas...	1471	33	60		

Madras 13th. October 1791
Errors Excepted
per
Anna Seth
Aviet Seth

Pagodas 1471 33 60.

} Attorneys of Leptha Stephen
True Copy
Bopham

Fild 26th March 1792

The answer of Farad Coja Mauk of Madras Armenian Merchant Defendant to the Bill of Complaint of Leptha Stephen of Surat Inhabitant Sister and Next of Kin of Gregorio Miguel late of Madras Armenian Merchant deceased by her Attornies Anna Seth Aviath and Aviel Seth of Madras Inhabitants Defendants.

This Defendent 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 incertainties insufficiencies 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 material Concern him to make Answer unto he this Defendant answereth and saith that he absolutely denies to stand indebted unto the Complainant in the Sum of One Thousand four hundred and Seventy One Pagodas thirty three fanams and Sixty Cash Current Money of Madras or in other Sum or Sums of money whatever Itis Defendant saith he admits that Gregorio Miguel did depart this Life Intestate some time time in the Year of Our Lord One Thousand seven hundred and Seventy Six and that thereupon Seth Aviet his Defendant did duly obtain Letters of administration to his the said Gregorio Miguel Estate and Effects under Seal of this Honble Court unto [illegible]

and bearing date the fifteenth day of June which was in the year of Our Lord One Thousand Seven hundred and seventy Six and this Defendant further answering said that the said Gregorio Miguel having so died Intestate and without any Issue living Magdalena Gregorio Miguel his Widow did shortly afterwards apply to the said Seth Aviet and this Defendant for the half part of the Estate and Effects of the said Deceased and tha the Complainant did also apply for the remaining half part of the said Estate as Sister of the said Deceased and this Defendant further answering says he admits that after Many suits Controversies and disputes between the said Administrators and the said Magdalena Gregorio Miguel, they the said Administrators did at length agree to devide the said Estate and Effects into equal shares one Moiety thereof to be paid to the said Magdalena Gregorio Miguel and the other Moiety to the Complainant and this Defendant saith that the Complainant did Accordingly and in consequence thereof Receive One Moiety or half part of the Balances of the first and second accounts Current of the said Estate delivered by the said Administrators in this Honble Court in its ecclesiastical Capacity and that the said Magdalena Gregorio Miguel did also receive her share of the other half part of the said Balance and this Defendant further answering says he admits that the administrators did on the second day of December in the Year of Our Lord One Thousand seven hundred and Eighty Eight delivered a third Account Current of the Estate of the said Gregorio Miguel into this Honble Court in its Ecclesiastical Capacity and did thereby Confess that a Balance of two Thousand One hundred and Se-

was then in their hands but this Defendant says that the Estate of the said Gregorio Miguel was Entirely managed by Seth aviet who was the acting administrator therein and that the whole of the monies and Effects of the Estate of the said Gregorio Miguel of every description together with all the accounts relative thereto were possessed by and remainder in the hands of the said Seth aviet who had the entire Management and arrangement thereof and of every part thereof and this Defendant saith that the said Sum of two Thousand one hundred and Seventeen pagodas Eleven fanams and forty Cash must also have Re-mained in the hands of the said Seth aviet in conformety to a Memorandum at the foot of the said third Account Current in the Words following to wit "that as a Suit is now depending in the Honble the Mayors Court between the Estate and Messrs. Kelso and Cuthbert for which we have ad-vanced some money which is not yet debited this Ba-lance must remain in our Hands till the suit is finally settled should any Balance then remain the sisters share shall be delivered to her attorney and Magdalenas share to Miguel Johannes Account her attorney as per agree-ment But in Case this Balance is not sufficient then the Sister and Widow must make good the Deficiency" This Defendant saith that the suit in the said Memoran-dum mentioned is still pending in the Honble Court and he solemnly declares that he never received from the said Seth Aviet the said Balance of Two thousand one hundred and Seventeen Pagodas Eleven fanams and forty Cash or any part thereof or any other Sum of money whatever on Account of the said Estate of the said Gregorio Miguel and therefore that he cannot tell to say what the amount may be that he the said Seth Aviet may have laid out for or by reason of the said Suit as the Accounts thereof were as this Defendant has herein before declared entirely Kept by the said Seth Aviet and by him with held from this Defendant and further this Defendant says that even, and for a long time after the decease of the said Seth Aviet the said Accounts were with held from him this Defendant and was in the custody and possession of his administratrix Anna Seth Aviet the Attorney of the Complainant in her the Complainants said Bill named and this Defendant further answering saith that some time after the death of the said Seth aviet this Defendant did from such of the accounts and memorandums as he could procure arrange the affairs of the said Estate of the said Gregorio Miguel as far as he was enabled so to do in order to discover the real-state and true situation thereof and this Defendant saith that to his great Surprize he did by such means discover that a Balance of Six thousand Four hundred and Eighty three pagodas thirty Six fanams and twenty five Cash remained due from the said Estate of the said Gregorio Miguel to several persons whose names together with the respective sums so due are set forth and specified in the Schedule of an Account hereunto annexed and by him this Defendant prayed to be taken as part of this his Answer And this Defendant saith that he has not in his Custody or possession a single fanams in Cash belong-ing to the Estate of the said Gregorio Miguel and there-fore and for reasons already hereinbefore set forth this Defendant saith that he cannot [illegible]

Complainant in the said Sum of One thousand four hundred and seventy One Pagodas thirty three fanams and forty Cash not-withstanding any thing to the contrary in the Complainants said Bill contained and Notwithstanding the said Complainant doth pretend that the said Sum of One thousand four hundred and seventy One Pagodas thirty three fanams and forty Cash has arisen and grown due upon and by Virtue of an award whereof a Copy translate is to the Complainants said Bill annexed, for the Defendant says he is advised that even the said award was not, nor is it at all binding upon this Defendant inasmuch as the arbitrators therein named did Evidently grant the same under the misconceived Idea that this Defendant had in his possession the Balance of the said third Account Current delivered into this Honble Court to wit the said Sum of Two thousand one hundred and seventeen pagodas Eleven fanams and forty Cash never once adverting to the Memorandum herein before set forth at the foot of the said third Account, nor did the said Arbitrators at all take into their Consideration the want of assets in the hands of this Defendant as Administrator as aforesaid nor did the said arbitrators take into their Consideration that there might have been outstanding debts against the said Estate of the said Gregorio Miguel and which this Defendant has since found to be the case as hereinbefore set forth and which at the time that the said arbitrators were arbitrating the said Matters and at the time of their giving their award as aforesaid was as this Defendant has hereinbefore set forth totally unknown to him this Defendant and for the reasons above stated this Defendant says he believes that the same was well known to the Complainants Attorney the said Anna Seth Aviet and that she did suppress the same the better to answer her evil intentions against him the Defendant and so this Defendant doubts not the same will appear to this Honble Court inasmuch as this Defendant has hereinbefore declared and so this Defendant again asserts the truth to be that the affairs of the said Estate of the said Gregorio Miguel were solely Managed by the said Seth Aviet and as the Complainants said Attorney the said Anna Seth Aviet did Obtain Letters of administration of the said Estate of the said Seth Aviet she amongst other things become possessed of the Books and papers Accounts and Documents belonging to the property of the said Estate of the said Gregorio Miguel and this Defendant further saith that he firmly believes in his own mind that if they the said arbitrators had adverted to and been made acquainted with the Circumstance above stated they would not have given the Award in manner from and substance as is set forth in the Exhibit to Complainants Bill annexed and would not have adjudged this Defendant to pay a Sum of Money which never came into his hands Custody or possession and so the fact fully appears by the said Memorandum to the said third Account Current annexed for this Defendant says it appears by the said Memorandum that the Balance of the said Account Current was retained on Account of the Expences of the suit instituted as aforesaid against the said Andrew Ross and Alexander Cuthbert for the recovery of a Sum of money due to the said Estate of the said Gregorio Miguel and thereupon this Defendant says that the said arbitrators could not in Justice or Equity have adjudged the said balance to wit the said Sum of two thousand one hundred and seventeen pagodas Eleven fanams and forty Cash to be paid to the Complainant on Account of any right

the said Gregorio Miguel and the Defendant further answering saith he admits that the said Magdalena Gregorio Miguel did receive her share of the said Balance but says that the same was paid to her through a mistake at the time of settling accounts and paying the Balance of the said Second account which was detained on account of a suit then Subsisting between the administrators and Magdalena Gregorio Miguel and which was settled and the Balance thereof that is to say of the said Second and third Accounts Current paid some shourt time subsequent to the Death of the said Seth deceased and long before this Defendant could for the reasons aforesaid have become acquainted with the real state of the said Estate of the said Gregorio Miguel and this Defendant humbly trusts that having Committed and Error through ignorance is no good plea on the part of the Complainant that he this Defendant should wilfully and Contrary to his full conviction of the justness thereof plunge deeper into wrongs to the great injury of the Creditors of the said Estate of the said Gregorio Miguel and Contrary to the trust reposed in this Defendant as administrator aforesaid and this Defendant further says that from his Knowledge of the sentiments Entertained of the said Magdalena Gregorio Miguel and for other good Causes and Considerations he is firmly persuaded and verily believes that if called upon for that purpose she the said Magdalena Gregorio Miguel will refund to this Defendant the amount she may have received as her share or proportion of the said Sum of Two Thousand one hundred and Seventeen pagodas Eleven fanams and forty Cash and lastly this Defendant

Answering says that as he has no assets in his custody or possession whereby to discharge the Claims of the Creditors of the Estate of the said Gregorio Miguel and for other Reasons hereinbefour setforth he is advised that the Complainants said Bill is prematurely brought and that she has no Cause whatever whereby to Call this Defendant in question before this Honorable Court—

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

Sworn to before me Translated as near
as Can be from the Original Armenian
by Dennes Phillippus Calendar in Court
this 26th March 1792.

Denis Phillippus Calendar

G. Taylor Regr.

Stuart Hall for himself & John Hamelton } Attys for Defts

Armenian

List of Debts due to the following Persons from the Estate of Gregorio Mijuel deceased and which were discovered by Surad Coja Maul the Surviving Administrator of the Estate of the said Deceased since the death of Seth aviet the other administrator.

Chocapah Chitty			
Ganjadoah Chitty	754.	26.	—
Adenarain Chitty	256.	26.	—
Mr. Petrus David	19.	35.	70.
Mr. Gaspar Lazar	26.	29.	40.
Tepermaul Chitty	26.	30.	20.
Mr. Gaspar Lazar upon Acct Current	243.	13.	30.
Mr. Alexander De Lacher	215.	26.	—
Mr. Catchik Eminas	249.	31.	50.
Mr. Satan Gregorio	582.	41.	50.
Mr. Canel Stephen of Goa	243.	23.	10.
Soobramane Chitty	266.	27.	35.
27. Deffered other persons as p Account	6.	40.	—
	897.	—	50.
Pagodas	6483.	36.	35.

Sworn to be
A true translate as near as can be
from the Original Armenian
Language by Dennes Phillippus
Calendar in Court this 20th March
1792.—

Denis Phillippus Calendar

G. Taylor
Regr.

a true Copy

Stuart Hall
for himself &
John Hamilton
Attys for Defts.

261

Filed 8th May 1792

The Replicaton of Leptha Stephan by her Attornies Anna Seth Avietand Aviet Seth of Madras Armenian Merchants Complainants to the Answer of Sarad Oja Maule also of Madras Armenian Merchant Defendant

This Repliant now and at all times hereafter saving and reserving unto herself all and all manner of Benefit and Advantage of Exception which can or may be had or taken to the many Errors Uncertainties insufficiencies and imperfections in the said Answer contained for Repicateon thereunto saith that her Bill of Complaint and all and singular the matters and things therein Contained and good true Certain and sufficient in the Law to be answered unto in such Manner and form as the same are therein and thereby is set forth and alledged and that the Answer of the Defendant is very Evasive and insufficient in the Law and this Repliant further says that the said Defendant is Justly and truly indebted unto this Repliant in the full and just sum of One Thousand Four hundred and seventy One Pagodas Thirty three Fanams and sixty Cash in manner as is set forth in the said Bill of Complaint and Account Current thereunto Annexed and this Repliant by her said Attornies for further Replication saith that the Defendant hath been very unguarded in delivering upon Oath such an Answer as he hath filed in this Honble Court for this Repliant says and will in due time prove to the satisfaction of this Honble Court that almost every part thereof is without foundation And for further Replication this Repliant saith that she absolutely denies that the Estate of the said Gregorio Miguel was intirely Managed by the late Seth Aviet in his Life time or that the whole of the Monies and

of the said said Estate together with all the Accounts relative thereto were possessed by and remained in the hands of the said Seth Aviet or that the said Sum of Two Thousand One hundred and seventeen Pagodas Eleven Fanams and forty Cash being the Balance of the Third Account Current delivered into this Honble Court ever remained in his the said Seth Aviets hands on the Contrary this Repliant saith that it is Notoriously known that the Business of the said Estate was transacted Managed and Carried on by both Administrators Jointly at the House of the Defendant where a Room or Office was chosen for the sole purpose of transacting affairs of the said Gregorio Miguel each having a Key of his own to the Cash Chest and to the said Office where all the Vouchers Books Papers and Accounts were deposited and this Repliant further saith that the Commission and other Considerable Profets arising from the Estate of the said Gregorio Miguel were Jointly and equally devided between the Defendant and the said Seth Aviet and nothing was done in the affairs of the said Gregorio Miguel by one without the knowledge and Concurrence of the other Administrator and this Repliant saith that while the affairs of the said Gregorio Miguel were thus Circumstanced and the Business there of Transacted at the House of the Defendant its absurd to suppose that the said Sum of Two Thousand One hundred and seventeen Pagodas Eleven Fanams and forty Cash could have remained in the hands of one Administrator only, to wit, the said Seth Aviath as the Defendant hath falsely asserted in his Answer This Repliant saith that by the face of the very Memorandum Written at the foot of the said third account and which the Defendant hath inserted in his Answer it clearly appears that the said Sum of Two Thousand One Hundred and seventeen Pagodas Eleven Fanams and forty

whether the said Balance remained in the hands of the Defendant or not, it does not by any means affect the Claim of this Repliant on the Defendant, for this Repliant saith that she hath fully stated in her Bill of Complaint and will also hereafter Shew to the satisfaction of this Honble Court that the Defendant Received or at least had Credit from the said Anna Seth Aviet for one half part of the said Sum of One Thousand and fifty Eight Pagodas Twenty Six Fanams and Sixty Cash as also for a further Sum of Two Hundred and sixty three Pagodas Thirteen fanams and forty Cash as appears by the Award and the two accounts Copies Whereof are Annexed to this Repliants Bill of Complaint and therefore the Defendant cannot pretend that he hath not in his hands any effects belonging to the Estate of the said Gregorio Miguel — This Repliant for further Replication says that after the death of the said Seth Aviet the Defendant Came to Anna Seth Aviet the Administratrix of the said Seth Aviet and desired to let him have the Key of the said Office which was kept by the said Seth Aviet in his life time pretending that he as the Surviving Administrator of the said Estate wanted to arrange the accounts of the said Estate and accordingly the said Anna Seth Aviet delivered the said Key to the Defendant who never returned back the said Key of the said Anna Seth Aviet by which unfair means the Defendant became intirely possessed of every thing belonging to the said Estate of Gregorio Miguel

This Repliant for further Replication saith that she is not a little surprised that the Defendant hath again brought forward the same Schedule which he once produced to and laid before the Arbitrators with

their Judgment at the Settlement of Accounts between the Defendt and Anna Seth Aviet as will appear by the following Circumstance — That after the death of the said Seth Aviet the Defendant and the said Anna Seth Aviet had a Difference of accounts which they referred to the decision of three Arbitrators as particularly Mentioned in this Repliants Bill of Complaint and this Repliant saith that the arbitrators sat several days and took up seven Months to investigate the Accounts of the Defendant and the said Anna Seth Aviet and during their Investigation the Defendant did lay before them an Account of the Balance which the Defendant pretended to be due from the Estate of the said Gregorio Miguel to Several Persons and in the same account the Defendant did include the several Claims which this Defendant hath again brought forward in the Schedule annexed to his answer and this Repliant saith that the administrators examined the same with attending and they found only Pagodas Two thousand two hundred and twenty six to be just Debts due by the Estate of the said Gregorio Miguel to sundry Persons and the remainder which the Defendant had now produced were not Admitted by the Arbitrators as they were fully convinced that the Estate of the said Gregorio Miguel could not have remained indebted in the Sum of Six Thousand four hundred and Eighty three Pagodas Thirty six Fanams and Seventy five Cash for so long a period as sixteen or Seventeen Years and more especially as not a Person Mentioned in the said Schedule ever appeared or Demanded the payment thereof And this Repliant begs leave to advert to one Article of Two Thousand nine hundred and fourty Nine Pagodas Thirty one Fanams and fifty Cash Mentioned in the said Schedule said to be

intirely false as the accounts between the Estate of the said Gregorio Miguel and Alexander DeLarch were finelly Closed and settled previous to the death of the said Seth Aviet of which the Defendant cannot pretend to be ignorant for he and the said Seth Aviet as the administrators of the said Gregorio Miguel and the said Alexander DeLarch signed and exchanged the Accounts The said Repliant further says that she will proved to the satisfaction of this Honble Court that the Defendant himself acknowledge in his Case which he delivered to the said Arbetrators for their Guidance at the time they sat to Arbitrate the Accounts between the said Anna Seth Aviet and the Defendant that the Estate of the said Gregorio Miguel was indebted to this Repliant in the Sum of Pagodas One Thousand two hundred and Eighty six and Seven Eighths being the Principal and Interest arising from the said third Account Current and which the Defendant insisted that the same should be paid to this Repliant

And this Repliant further saith that it will appear by the Copy of the award annexed to this Repliants Bill of Complaint that the said Arbitrators did award that the said Sum of Two Thousand two hundred and twenty six Pagodas should be paid half by the Defendant and the other half by the said Anna Seth Aviet to the Creditors of the said Gregorio Miguel whose Names are particularly Mentioned in the said award wherein this Repliants Name is the first and the sum asserted by the administrators accounting to the Balance of the said third Account Current to be due to this Repliant is One Thousand and fifty eight Pagodas Twenty six Fanams and sixty Cash one half of which sum with several others as Mentioned in the said award amounting in the whole to the Sum of One Thousand One hundred and thirteen Pagodas was deducted from the Claims of the said Anna Seth Aviet on the said Defendant as will clearly appear by the said award — That under those Evident Proofs the Defendant cannot pretend that he hath not in his Custody or possession a single fanam belonging to the Estate of the said Gregorio Miguel when he hath received or at least had Credit from the said Anna Seth Aviet for and on Account of the Estate of the said Gregorio Miguel for two Several Sums to wit — One of One Thousand one hundred and thirteen Pagodas and the other of Four hundred and sixty three Pagodas Thirteen Fanams and Forty Cash making together the Sum of One Thousand Five hundred and Seventy Six Pagodas Thirteen Fanams and Forty Cash as is fully expressed in this Repliants Bill of Complaint and the several Exhibits thereunto Annexed —

This Repliant for further Replication saith that the Defendant cannot pretend that it was unknown to him when the said award was given for this Repliant saith that the Defendant was present at every Meeting held by the said Arbitrators and after the award was given the Defendant read it and was perfectly satisfied therewith and returned his gratefull thanks to the arbitrators for the Impartial Justice done to him and this Repliant further saith that it will also appear by the Copy of the Translation of a Letter written by the Defendant to the said Anna Seth Aviet hereunto Annexed for the Inspection of this Honble Court that the Defendant had submitted himself to the said award — And therefore he ought to be Compelled by this Honble Court to Conform thereto in as much as the said Anna Seth Aviet hath done so on her part This Repliant further answereth and saith that as to any Mis-

him upon his Settling the Accounts of the Estate of the said Gregorio Miguer this Repliant saith is not the case for it evidently appears by the said Award that the said Anna Seth Aviet was bound to pay one half part of the Remaining Debts of the said Gregorio Miguel and the Defendant the other half part which one half part so Ordered to be paid by the said Anna Seth Aviet was actually paid by her to the Defendant or at last deducted from her Claims and Consequently the Defendant is bound to repay the same with his half part to this Repliant and the other Creditors of the said Gregorio Miguel whose Names are particularized in the said Award.—

This Repliant further saith that she has great reason to believe that Magdalena Gregorio will not refound the money unto which she in her Conscience knows herself to be severy well entitled— this Repliants further saith that her said Bill of Complaint is not prematurely brought as pretended in the Defendant to Answer for on the Contrary the Defendant hath resisted every effort of this Repliants Attornies to settle Matters amicable which is Manifest by his Refusing to Comply with the Terms of an Arbitration fairly made by the Arbitrators indifferently chosen by the said Anna Seth Aviet and the Defendant.—

All which Matters and things this Repliant is read to prove to the satisfaction of this Honble Court and therefore prays as in and by her said Bill she hath alrea-dy prayed.—

Bopham
Atty for Repliant

Mr. Anna Seth

I have received Your Yesterday's Note you have favored— I submit Mys alf to the Award of our Arbitrators and whatever is therein Ordered the same to be forwarded by me in equating either in owing or of Receiving which I hope you will not be also out of that consideration, but since the Mansoon time is to be over wherefore I am not at leasure, I beg till the Monsoon is over to wait a few days then we may forward to perform the business of the said Award.—

Madras
the
13. October 1797

I am
Your humble Servant
[Signed] Sarad Cojamal Caldor

A true Translate as near as can be taken from the Original Armenian language by.—

Denis Philippus Calendar

Sworn to be a true Translate
by Denis Philippus Calendar this
3d. day of May 1798.—
Before me
Andrew Ross
Mayor

[a true Copy]
Bopham

Filed 3rd July 1792

The Rejoinder of Sarad Cja Maud of Madras Armenian Merchant Defendant to the Replication of Zeptha Stephan Sister and Next of Kin of Gregorio Miguel late of Madras Armenian Merchant deceased by her Attornies Anna Seth Aviet and Aviet Seth Complainants

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 Repliants said Replication contained for Rejoinder thereunto saith that his Answer and the Matters and things therein contained are good true certain and sufficient to be replied unto in Manner and form as the same is therein and thereby setforth and alledged and that the Repliants said Replication is very Evasive and insufficient toby by this Defendant Rejoinder unto and this Defendant for further Rejoinder says that he denies being indebted unto the Repliant in the full and Just Sum of One thousand four hundred and seventy One Pagodas thirty three Fanams and sixty Cash Charged in the Repliants said Bill of Complaint and the account Current thereunto annexed and as the same is further insisted on and by her said Replication nor in any other Sum or Sums of Money whatever; but on the Contrary this Defendant says the Repliant stands and is indebted unto this Defendant as the Surviving Administrator of the said Gregorio Miguel deceased inasmuch as she the Repliant has received more than she is Entitled unto as Coheiress

said Intestate and this Defendant Notwithstanding the insinuation of the Repliant that this Defendant has been unguarded in delivering upon Oath such an Answer as he has fyled in this Honble Court, and the assertion that she the Repliant will prove that almost every part thereof is without foundation For further Rejoinder says that the Matters and things in his said Answer contained are founded in truth and further says Notwithstanding any thing to the Contrary in the Repliants said Replication contained and the plausibilities therein setforth that the Estate of the said Gregorio Miguel was Entirely managed by the late seth aviet untoin and during his life time did hold the possession of the whole of the monies and Effects belonging to the said Estate together with all the accounts relative thereto and this Defendt says that thereby and by reason thereof the said Seth Aviet did amoungst other monies possess himself of and retain in his hands custody and possesion the sum of two thousand One hundred and Seventeen pagodas Eleven Fanams and forty Cash the stated Balance of the third account Current with the Estate of the said Gregorio Miguel and his Administrators delivered into this Honble Court in its Ecclesiastical Capacity and further this Defendant says that he has in his said answer Entered into the particulars relative to the said Balance and assigned the best reason in his power on account thereof and this Defendant for further Rejoinder says that although the Business of the said Estate might apparently have been carried on in the Name of the said Seth Aviet and this Defendant jointly yet that it was merely in form and

the designs of the said Seth aviet whose Conduct in the premises was arbitrary oppressive and unjust as will hereafter More fully appear and this Defendant saith he admits that a Room in his house was set apart as an Office in which were Kept the papers Books Accounts Cadjans and other Writings belonging to the said Estate of this Defendants said Intestate and that the said appertinent was so appropriated because that the said Seth aviet had not in his own house any appartment unoccupied proper for the purpose and this Defendt says that although such papers Books Account and other Writings were so Kept in a Room in this Defendants house yet that the said Seth aviet had the sole Management of the Accounts and the Entire arrangement of the Concerns of this Defendants said Intestate and did from time to time take and carry to his own house and there keep such papers and accounts of consequence as he thought proper and particularly the Accts of the several Sums by him pretended to have been disbursed and liquidated on account of the said Estate nor did he give unto this Defendant any information as to the Matter of fact how in what Manner such disbursements and liquidations had been made and even in prosecuting and defending Suits in this Honble Court on account of and Concerning the said Estate of this Defendants said Intestate the said Seth aviet did hide from this Defendant the real situation of things under false pretences and this Defendant says that the said Seth aviet did Unwarrantably and unjustifiable detain in his hands sums of money belonging to the said Estate and Credit the said Estate for More then had been received on account thereof and which this Defendant says was the case when the second Account Current thereof was delivered into this Honble Court in its Ecclesiastical Capacity by this Defendant

said Seth aviet but which false statement this Defendant solemnly declares he knew Nothing of until sum time subsequent to the decease of the said Seth aviet who of himself employed Conicopolies and Writers to draw out the accounts with the said Estate of this Defendants said Intestate in Order to their being delivered into this Honble Court as afore said and did otherwise transact and manage the affairs of the said Estate as if he had been sole administrator so that this Defendant was only nominally an administrator of the said Estate of the said Gregorio Miguel and was never consulted or advised with but when the said Seth aviet found such consultation and Advice necessary to some self interested view concialing at the same time the true state of the cas from this Defendant and although this Defendant did frequently entreat and importune the said Seth aviet in his life time to furnish him this Defendant with the accounts of the said Estate of this Defendants said Intestate yet that the said Seth aviet did put him this Defendant off from time to time with Various Excuses pretending that he the said Seth aviet was doing that which was proper and necessary desiring this Defendant to remine satisfied until the suit then pending this Honble Court between the Widow and the administrators of the said Gregorio Miguel should be determined when he would let this Defendant know the whole of his the said Seth aviet transactions in the affairs of the said Estate of the said Gregorio Miguel and this Defendant says that sometime afterwards the said Suit was determined in this Honble Court by a Decree in favore of the said Widow and that thereupon the said Seth aviet did insist upon appealing therefrom to

accordingly and this Defendant says that soon after such appeal was lodged the said seth Aviet did depar this life Intestate as this Defendant has been informed and thereby and by reason thereof and by reason of this Defendants ignorent of the various transactions of the said Seth Aviet in the said Estate and of his Management therein as aforesaid the affairs of the said Estate were thrown into the utmost confusion so that this Defendant was totaley at alos how to act in arranging the same from all which Circumstances this Defendant humbly trusts it will appear to this Honble Court that the Repliant is not warranted in denying as she done in and by her said Repliation that the Estate of the said Gregorio Miguel was managed Entirely by the said Saith Aviet in his lifetime, or in denying that the whole of the Monies of the said Estate together with all the Accounts were possessed by and remained in the hands of the said seth Aviet, or in denying that the said sum of two Thousand and Seventeen pagodas Eleven fanams and forty Cash the balance of the third account Current delivered into this Honble Court remained in his the said seth Aviets hands and as to the Commission and other considerable profits by the Repliant in her said Repliation pretended to have arisen out of the said Estate of the said Gregorio Miguel and been received and Enjoyed by this Defendant in an Equal proportion with the said Seth Aviet and this Defendant solemnly declares that so far from deriving considerable Benefits and advantages from the said Estate of the said Gregorio Miguel as administrator thereof Jointly with the said seth aviet he this Defendant Must be a Considerable looser thereby Exclusive of the distress of mind he has borne and suffers from the oppressive Conduct of Evil disposed persons who have interfered in the said Estate and Excited troublesome

and which at this this Defendants advanced age being now upwards of Sixty five Years Old is more that he is able to support and contend with, and it was this Circumstance, the Circumstance of this Defendants age and his infirmeties that enabled the said Seth Aviet the better to take the advantages of this Defendant as above stated and in his this Defendants said answer particularly setforth and this Defendant for further Rejoinder says that the Repliant has in and by her said Replication asserted that this Defendant has Received or at least has had Credet from the said anna Seth Aviet for One half part of the sum of one Thousand and fifty Eight Pagodas twenty six fanams and Sixty Cash and also for a further Sum of four hundred and Sixty three pagodas thirteen fanams and forty Cash as she the Repliant pretends appears by the award and two accounts annexed to her said Bill of Complaint which assertion of the Repliant this Defendant says is contrary to the truth and thereupon this Defendant begs leave to shew to this Honble Court that some time after the death of the said Seth Aviet, he detected an Error hereinbefore mentioned in the second account Current of the Estate of the said Gregorio Miguel with the Administrators thereof delivered in to this Honble Court in its Ecclesiastical Capacity for this Repliant says that in the said account Current on the Credet side thereof there is the following Item to wit "By sundry accounts which "was debitted in our first Account P.ᵉ 11295. 6¾ from "which Amount we found the Right debt due to sundry "persons being Pag.ᵉ 4881.. 12.. but Pag.ᵉ 6483.. 15 were

" hereafter find that the whole or any part thereof would be Just
" debt, the Heirs[illegible] are to be accountable for the same 6483. 15"
and this Defendant says that upon Examination he found that
from and out of the said Sum of Six Thousand Four hundred
and Eighty three pagodas and fifteen Fanams thereought to
have been paid to sundry Creditors of the said Estate of the said
Gregorio Miguel and whose Names appear with the respective
sums due to each person in a Schedule to this Defendants said an-
swer annexed the Sum of Six Thousand One hundred and Eighty
three Pagodas thirty Six fanams and thirty five Cash and this
Defendant says that upon such discovery and in order to re-
medy the Evel as far as possible he this Defendant did call upon
the said Anna Seth aviet as administratrix of the said Seth
aviet Co Administrator with this Defendant as aforesaid
to account with him this Defendant so that he might not
bear the sole burthen thereof and in Order to indue the said
Anna Seth Aviet to Comply with this Defendants Equita-
ble and Just Request he did shew her an account where-
by the said Over charge was apparent but this Defend[t]
says that the said Anna Seth aviet instead of Complaijing
with such this Defendants Request and with some other
demands at the same time made by this Defendant on
the said Anna Seth Aviet she did absolutely refuse to Come
to any account with him however the said Anna Seth aviet
did at length agree to settle all Matters in Controversy
between her and this Defendant to the Arbitration of Certain
persons in the Repliant said Bill of Complaint named
who after consideration had did give their Award and there-
in and thereby did amongst other things adjudge as in
and by the said Award may appear in manner

following to wit" Whereas we are made known that the said
" late Seth and the opponent have been administrators of the
" late Gregory and they have accordingly acted in collecting
and dividing the Estate of the said Gregorio Miguel deceased
" it appears that the said Gregorio Miguel is still indebted to
" some people wherefore it Seemed good unto us that besides
" the aforementioned 9 articles amounting to 2226 Pagodas
" due to sundry persons which said Sum should be paid by
" opponent and whatever other Sum shall be demanded by
" any persons whomsoever such debt shall be paid by the ad-
" ministrators of the said Gregorio Miguel deceased concer-
" ning the same premises whatever it may be One moiety
" thereof to be paid by the proponent and One Moiety by the
" Opponent" from whence this Defendant says it is Evident
that the said Anna Seth aviet is equally bound with this
Defendant to make good all dificiencies relative to the said
Estate of the said Gregorio Miguel which the said Anna
Seth aviet absolutely refuses to do inasmuch as she
absolutely refuses to bear her share or proportion of the
said Sum of Six Thousand One hundred and Eighty
three Pagodas thirty Six fanams and thirty five Cash
or any part thereof insinuating as attorney for the Repli-
cant that this Defendant is alone accountable to and
ought to pay the Amount for which she the Repliant by her said
attorney the said Anna Seth aviet has brought her Suit against
this Defendants and this Defendant says that as it appears
the Repliants own Shewing that the Sum sued for depends
upon the balance of the third Account Current delivered into
this Honble Court in its Ecclesiastical Capacity and as that

proceeding account and as the Estate is therein credeted for alerged sum then
ought to have been setforth to writ in the said sum of Six thousand One
hundred and Eighty three pagodas thirty Six fanams and thirty five
Cash which is still due and owing to sundry persons Creditors of the
said Estate as above mentioned the Repliant so farfrom having any
Claim upon this Defendant as Administrator as aforesaid has
received agreater sum than she is Entitled to, and therefore instead of
recovery more she ought to refund a part of that which she has al
ready received and this Defendant says he firmly believes that
had the Repliant been acquainted with the detail of facts neces
sary for her information she never would have directed the prose
cution of a suit against this Defendant in this Honble Court, but
which detail of facts this Defendant Verily believes has been with
held from her, and that under false pratences she has been instiga
ted to commence her said Suit by evile minded persons in Order that
thereby they may have it in their power to harrass and distress
this Defendant and this Defendant submits to this Honble Court
that the said Anna Seth aviet as the attorney of the Repliant know-
ing the premises aforesaid ought to have informed the Repliant
thereof and that in neglecting or refusing so to do and on the other
hands carring on a suit against this Defendant in this Honble
Court which she the said Anna Seth Aviet will knows and in
her Conscience believes to be unfounded is very reprehensible and
this Defendant for further Rejoinder says that having this shewn
the situation of the said Estate of his said Intestate this only
necessary for him to declare in opposition to an insinuation in
the Repliants said Replication contained and he doth therefore ac
cordingly declare that notwithstanding the statement on the said
award and on the Account Current to the Repliants said Bill
annexed as insisted on in and by her said Replication, he this
Defendant has not in his hands Custody or possession any ef-
fects belonging to the Estate of the said

this Defendant says that wen if had in his hands custody or posses
sion afsets sufficient to discharge the Amount sued for he would
not be Justified in paying the same to the Repliant whilst there
are claimants against the Estate for amuch larger sum and
this Defendant for further Rejoinder says he admits that af-
ter the death of the said Seth Aviet he did apply to the said
Anna Seth Aviet for the Key of the Office mentioned as afore-
said to have been appropriated to the use of the Estate of the
said Gregorio Miguel and he did so being best Entitled
thereto as surviving administrator of the said Estate of the
said Gregorio Miguel and not under a pretence as the Repli-
cant in and by her said Replication would insinuate of arrang
ing the Accounts of the said Estate and this Defendant
says that being alone Entitled to the said Key as surviving
administrator as aforesaid the said Anna Seth Aviet had
no right to Expect that this Defendant would have returned
the same and thereupon this Defendant says that the keeping
possession of the said Key was not at the Repliant has in
and by her said Replication insinuated wise unfair and de-
nies that he did by means of the said Key or otherwise become
possessed of any Money belonging to the said Estate of the said
Gregorio Miguel on the contrary this Defendant says as herein
before stated that the said Seth Aviet did possess himself of
every paper and document of consequence belonging to the
said Estate of which he the said Seth Aviet had the Sole Mana
gement and this Defendant for further Rejoinder says he
denies that the said Schedule to his answer annexed was ever
produced to the arbitrators chosen to settle the disputes and
differences between him and the said Anna Seth Aviet

Repleants said Replication on the Contrary this Defendant says the same was produced for the purpose of obtaining impartial Justice and further says that the arbitrators in adjudging that the sum of two thousand two hundred and seventy six pagodas only was due from the said Estate to the Creditors thereof did certainly proceed upon a mistaken Idea because this Defendant says the fact speaks for itself and as the Amount stated in the said Schedule is still unsatisfied the persons therein named may at any time call upon this Defendant as surviving administrator as aforesaid to pay to them their respective Claims; and this Defendant says that although the said arbitrators did specify the said sum of two Thousand and twenty six pagodas as due and owing by the said Estate of the said Gregorio Miguel yet they did provide for other Claims that might be made thereon as hereinbefore set forth and this Defendant says that whatever may have been the Opinion of the said arbitrators founded upon the time which had elapsed without any application made by the said Creditors in the said Schedule named yet such Opinion cannot alter the fact which must stand as this Defendant has stated it to be, unless the Repliant can shew that the persons in the said Schedule named never were Creditors of the Estate of the said Gregorio Miguel, or that if Creditors their several Claims had been paid and satisfied. And further this Defendant says that it is not in the power of arbitrators to say what is or what is not due to, or from an Estate for that would be setting themselves above Equity and above the Law of the Land and that the introduction of such Matter by the Repliant in her said Replication is impertinent and irrelevant and this Defendant for further Rejoinder says that the Repliant in asserting that article of Two Thousand Nine hundred and Forty Nine pagodas thirty one fanams and fifty Cash mentioned in the said Schedule to be due to Alexander D'Larch is entirely false has so absent

to the truth and which this Defendant says will more fully appear by the Copy of a translation of an account settled with the said Alexander D'Larche 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 Rejoinder the original being ready to be produced when required and thereupon this Defendant says that the account between the said Alexander D'Larche and the said Estate of the said Gregorio miguel never was finally settled by the administrators thereof and this Defendant says that although he might have stated in his Case to the arbitrators as the Repliant asserts the fact to be that the Estate of the said Gregorio Miguel was indebted to the Repliant in the Sum of one thousand two hundred and Eighty six pagodas and seven Eighths yet that Sum depended upon the Balance of the last account of the said Estate of the said Gregorio Miguel with the Administrators delivered into this Honble Court in his Ecclesiastical Capacity and which this Defendant has hereinbefore shewn was Erroneous in as much as that instead of a Balance being due to the said Estate, that the said Estate was indebted to sundry persons and therefore whatever might have been stated by this Defendant to the arbitrators it cannot any way affect the question before this Honble Court which is whether there is, or is not a balance in favor of the said Estate of the said Gregorio Miguel and this Defendant says that although in and by the said award the Repliant is classed amongst the number of Creditors who have Claims on the said Estate yet this Defendant says that therein the arbitrators were irregular in as much as the Repliant cannot have any demand upon the said Estate of the said Gregorio Miguel until all

she the Repliant according to her Ones shewing comes into this Hon[ble]
Court to receive her distribution of the said Estate as Co heiress with
Magdalena Fontbeilles the Widow of the said Deceased and there-
fore whatever might have been the award of the said arbitrators
such award must be subject to the debts due from the said
Estate and this Defendant says that besides the debts so due
from the said Estate as by the Schedule to this Defendants
answer the same appears there are still Matters depending
in this Honble Court relative to the Estate of the said Gregoris
Miguel such as Bills brought by the Administrators for
recovery of debts due thereto and as such Matters are not
yet finally determined it is not known who may be decreed
to pay the Costs thereof and this Defendant for further Re-
ply says that Notwithstanding repeated aspersions and in-
sinuations of the Repliant to the contrary he has not in
his custody or possession a single fanam belonging to the
said Estate of the said Gregoris Miguel and this Defendant
denies that the Repliant has produced evident or any proof
in support of such his aspertions and insinuations and fur-
ther this Defendant says that the Credit pretended to have
been given to this Defendant by the said Anna Seth aviet for
and on Account of the Estate of the said Gregoris Miguel
for two several Sums of Money to wit the Sum of One
Thousand One hundred and thirteen pagodas and the Sum
of four hundred and sixty three Pagodas thirteen fanams and
fourteen Cash making together the sum of One thousand five
hundred and seventy six Pagods thirteen fanams and forty Cash
is not as the Repliant would insinuation in and by her said
Repliation amoungst the number of the Defe-
dant has in his possession
said Estate of the

says that the said Anna Seth aviet has pretended this Defendant
stands indebted unto her in avery considerable sum of money and
thereon has filed her Bill in this Honble Court against this Defend.t
and although the said Anna Seth aviet may therein have given this
Defendant credit for the said Sum of One Thousand five hundred
and Seventy Six Pagodas thirteen fanams and forty Cash Yet she
has in her said Bill brought forward such groundless charges
against this Defendant and refused to grant him the Justice
which he is Entitled to that this Defendant in Order to derive any
benefit from such pretended Credit is under the Necessity of
following up Negotiations suit and going through alength of
litigation But this Defendant says the Judgment of the said
Arbitrators in awarding that the said Anna Seth Aviet as Admi-
nistratrix of the said [illegible] Seth aviet the Co Administrator with this
Defendant of the Estate of the said Gregoris Miguel should pay
and her consenting to pay an Equal Share with this Defend.t
of the Claims set up against the said Estate of the said Gregoris
Miguel is a contradiction to the insinuation of the Repliant that
this Defendant did hold in his hands by balance of the said third
Account Current if such contradiction had been necessary which
this Defendant says in the matter in question is not the case as
he has Clearly shewn that he never had in his possession any
part of the said balance that in fact no such Balance Exists
and that the Repliant instead of being Entitled to the Sum
for which she has brought her present Suit has actually received on
former dividends a greater Sum than she had aright to and there-
upon this Defendant says that the mention so repeatedly made by
the said Repliant of the Arbitrators and their Award is altogether
[illegible] and irrelevant and this Defendant for further Re-

Seth Aviet and whereof a Copy translation is annexed to the Repliants said Replication is impertinent and irrelevant it shews first what this Defendant has never denied that he had Submitted to arbitration and secondly it contains a Caution to the said Anna Seth Aviet to do that which she never intended to do, to wit the performing and keeping the said award on her part and this Defendant says she has not yet performed her part of the said award and which he this Defendant was apprehensive of when he wrote the said Letter for the Defendant says that a great and important part of the said Award is that she the said Anna Seth Aviet should give Security to the Heirs of the said Gregorio Miguel on account of a large Sum of Money Amounting to Seven teen Thousand Pagodas and upwards which the said Seth Aviet did by imposing on this Defendant and holding the management of the affairs of the said Estate within his one power deceitfully pay to himself and into the hands of Joras Ser Aviet or rather which he himself withheld from and on Out of the Monies received on account of the said Estate and this Defendant for further Rejoinder says notwithstanding and thing to the contrary in the Repliants said Replication contained that the said Magdalena Fontheilles is ready and willing to refund when Called upon any sines she may have received over and above what she is Entitled to and this Defendant says he denies the assertion in the Repliants said Replication contained that he has resisted any amicable means and says that he submitted to arbitration as an Amicable mode of settlement, that he is always ready and willing to perform his part of the said award as far as in him lies and as far as he

to himself and to the said Estate of his said Intestate do without infringing the laws by which he in common with other administrators is bound and further says that the said Anna Seth Aviet has positively refused to comply with the determination of the said Arbitrators and performing her part of the said award as abovementioned and thereupon and for the several Reasons hereinbefore set forth this Defendant says as in his said answer he has already said that the Repliants said Bill of Complaint is prematurely brought and this Defendant to shew is amicable disposition towards the Repliant further says that he this Defendant as next of Kin to the Deceased with the Repliant was and is Entitled to a distribution of his Estate, but which he has never yet consisted on —

All which Matters and things this Defendant is ready and Willing to averr maintain and prove as this Honble Court shall be pleased to direct and humbly prays as in and by his Answer he hath already prayed. —

Jn.a Hamelton for himself & for
Jas. Stuart Hall Attr. for Defts.

Extract of an article translated from an Account Current of the Estate of Gregorios Miguel Deceased with Alexander DeLarche, also a Paragraph of an Acknowledgment of the said DeLarche wrote at the foot of the aforesaid Account

1788
March 19th To Our Commission at 5 p.Cent debited at one Date from the 13th March 1777 as well that of the first Account delivered by us, as of this we remitted to you 75,000 Pagodas . . . . . 3750.—

I the under Signed do hereby declare that in the Debit and Credit of the above Account which I Alexander DeLarche with Gregorios Miguel deceased delivered to me the said Gregorios administrators Messrs Seth Ser Aviet & Sarad Coja Maul I acknowledge to be Just the whole Debit and Credit setlourth except an article being the Sum of 3750 Pagodas which is debited for Commission drawn at 5 p.Cent on the sum of 75,000 Pagodas which sum was due to me by the late Gregorios Estate, which the Deceaseds administrators paid to me, they have signed this Account and that of the 24th. September 1778 and delivered to me, herein our Accounts are Settled, but the Commission drawn out must be adjudged by the Arbitrators for I am persuaded am not bound for the said Sum it ought to be repayed by the Estate of the deceased because the Estate is bound, and further I say that as all my accounds are at Negapatam I cannot Exactly discuss it, at all times the Errors shall be Excepted Madras 25th January 1781

/Signed/ A. D. Larche
/Signed/ Seth Ser Aviet
Sarad Coja Maul Admrs of Gregorios Miguel Deceased

A True translate as near as can be from the Original Armenian Language
Signed/ Denis Philipus Calander

A true Copy
Jno Hamilton for himself & for
Jas Stuart Hall Attr. 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 Honble the Mayors Court at Madraspatnam wherein Zephia Stephen by his attornies Anna Seth Aviet and Aviet Seth is Complainant and Sarad Coja Maul Defendant

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 If yea, how long have you so known them or either and which of them

Aratoon Jacob and John Shamier . . . . . 2d Were you or were you not at any and what time appointed Arbitrators between the Defendant and the said Anna Seth Aviet as administratrix of Seth Aviet Deceased If yea what was the Nature of their dispute how often did you set and how long did it take you to investigate the merits of the said dispute before you gave your Award thereon was or was not the Defendant present at all or any of your several Meetings and did or did not the Defendant at such Meetings among other things lay before you an Account which he said was the Account of the Balances Due from the Estate of the said Gregorios Miguel to sundry Persons, If yea, what was the Total or Amount of the said Account which the Defendant laid before you did you or did you not examine the same with attention or how otherwise and did you or did you not find that the Sum of Two Thousand Two hundred and Twenty six Pagodas was due by the said Estate of Gregorios Miguel to sundry Persons, If yea, upon what grounds did You determine that such

To Ditto ..... 3rd Did or did not the Defendant know when the said Award was given and did or did not the Defendant Read the said Award with attention and in Your presence — If yea, was he or was he not perfectly Satisfied therewith or how otherwise did he or did he not Return his grateful thanks to you for the impertial Justice done to him or what expressions did he Make use of at the time —

To Ditto ..... 4th Did or did not the Defendant during the Course of Your Examination into the disputes between the Defendant and the said Anna Seth Aviet lay before you Several Books of Accounts and other Vouchers of the Estate of the said Gregorio Miguel, If yea, did you or did you not thereby or by wat other means perceive that the Estate of the said Gregorio Miguel was transacted jointly by both Administrators or which of them and did you or did you not also understand that the Commission and other Profits arising from the Estate of the said Gregorio Miguel were Jointly and equally devided between both the Administrators or whom else — and what were the Profits that appeared to have been Recived by each of the Administrators from the Estate of Gregorio Miguel —

To Ditto ..... 5th Is or is not Manook Jacob one of the Arbitrators named in the said Award now at Madras, If not, how long since he went from Madras —

To Philipe Jacob ..... 6th Are you or are you not acquainted with all the transactions Accounts and affairs of the late Seth Aviet Deceased If yea, How and by what means did You become acquainted therewith — were you or were not employed by the late Seth Aviet If yea, in what situation was or was not the

of the affairs of Gregorio Miguel Deceased carried on and managed by the said Seth Aviet and the Defendant Jointly or separately and if separately by which of them — when was the Office kept for transacting the said affairs were or were not all the Accounts Papers Vouchers and Treasure deposited therein or wherelse If yea, had or had not each of the said Administrators alley to the same — Do you know or have you heard that any one of the said Administrators did any act in the Affair of the said Gregorio Miguel without the knowledge or concurrence of the Other — was or was not all Commission and other Profits arising from the Estate of the said Gregorio Miguel Jointly and equally devided between them or how otherwise — Do You know the Amount there of If yea set it fort — do you or do you not know whether any Sum of Money belonging to the Estate of the said Gregorio Miguel Remained in the hands of the said Seth Aviet at the time of his Death — If yea what was the Amount thereof — Do you know or have you heard whether the Defendant at any and If yea, at what time Recived from the Widow of the said Seth Aviet deceased any Key of the Office wherein the Books of Accounts Papers and Vouchers of the said Gregorio Miguel were deposited — If yea for what purpose did he receive the same was there or was there not an Arbitration lately entered into and an award made Relative to the Accounts of the Defendant and Anna Seth Aviet If yea who were the Arbitrators and when did they set to Determine therein who was in possesion at that time of the Books of Account and other Papers of the Estate of Gregorio Miguel —

To all the Witnesses ..... 7th Do you know of any other matter or thing or have you heard or can You Set forth any thing touching the Matter in question in this Cause that may tend to the benefit or advant

have been informed or do believe together with the Reasons of such your belief as fully as if you had been thereunto particularly Interrogated

Popham
Atty for Compt.t

Mayor's Court at
Madraspatnam

Between Jeptha Stephen by her attornies Anna Seth Aviet and Aviet Seth is Complainant and Sarad Coja Maul Defendant

On the Part of the Complainant

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

Mr. Avatoom Jacob Merchant of Madras Aged fifty seven Years or thereabout being produced as a Witness in this Cause On the Part of the Complainant was on the twenty seventh day of November One Thousand seven hundred and Ninety two & afterwards on the same day being sworn and Examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth not know the Complainant Jeptha Stephen in this Cause but that he doth know the Defendant Sarad Coja Maul in this Cause and that he hath so known him twenty three or twenty four Years and more he saith not to this first Interrogatory

2d ..... To the Second Interrogatory this Deponent saith that he was appointed an arbitrator some time in the Year One Thousand seven hundred and Ninety one together with Mr. John Shamier and Mr. Manock Jacob John between the Defend.ts and Anna Seth Aviet in the title of this Interrogatories named as Administrators &c

Deponent saith that the nature of their dispute was concerning some accounts they had with each other this Deponent saith that he cannot recollect how after the Arbitrators sat but that it took them several Months to investigate the merits of the said dispute before they gave their award thereon this Deponent saith that the Defendant was not present at all the meetings of the Arbitrators but that he frequently attended the same this Deponent saith that he doth not recollect whether the Defendant did or did not at such meeting amoge other things lay before the Arbitrators on account which he said was the account of the balance due from the Estate of the said Gregorio Miguel to sundry Persons and more he saith not to this second Interrog.

3d ..... To the third Interrogatory this Deponent saith that the Defendant did know when the said Award was given but that he did not read the said Award in the presence of this Deponent This Deponent saith that he believes the Defendant was satisfied with the said Award but that he never spoke to this Deponent on the subject and more he saith not to this third Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that the Defendant did during the course of their examination in to the dispute between the Defendant and Anna Seth Aviet aforesaid lay before them / the Arbitrators / several books of Accounts and other Vouchers of the Estate of the said Gregorio Miguel this Deponent saith the Arbitrators did thereby perceive that the Estate of the said Gregorio Miguel was transacted jointly by both Administrators and that they did also understand that the Commission and other profits arising from the Estate

between both Administrators – this Deponent saith that he doth not recollect what the profits were that appeared to have been received by each of the Administrators and – more he saith not to this fourth Interrogatory –

5th ..... To the fifth Interrogatory this Deponent saith that – Manook Jacob John one of the Arbitrators named in the said award is not now at Madras – but that he left Madras for Batavia in January last & more he saith not to this or to the last Interrogatory –

Thos. Parry
Ex.d

Aratoon Jacob –

Mayor's Court at
Madraspatnam

Between Zeptha Stephen by her attornies Anna Seth Aviet and Aviet Seth is Complainant and Sarad Coja Maul Defendant –

On the Part of the Complainant

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

John Shamier of Madras Merchant Aged thirty six Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the twenth Sixth day of November One Thousand seven hundred and Ninety two signified at the Office of Messrs. Hall and Hamilton who are Attornies of the Defendant by Casava my Servent who also left them a Note of Name tittle 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 doth not know Zeptha Stephen the Complainant in this Cause – but that he doth know the Defendant Sarad Coja Maul in this Cause and that he hath so known him about Twenty years – and more he saith not to this first Interrogatory –

2d ..... To the Second Interrogatory this Deponent saith that he Aratoon Jacob and Manook Jacob John were appointed Arbitrators some time about the Month of February One Thousand seven hundred and ninety one between the Defendant and Anna Seth Aviet in the title of this Interrogatories named as Administratrix of Seth Aviet deceased, this Deponent saith that the nature of the said dispute was regarding some accounts betwixt them, this Deponent saith that he doth not recollect how often the Arbitrators sat, but that they met many times, this Deponent also says that it took them about seven Monthes to investigate the said dispute before they gave their Award thereon this Deponent saith that the Defendant was not present at all their Meetings but that he was occasionally called before the Arbitrators – This Deponent saith that the Defendant did produce several Papers before the Arbitrators relative to the Estate of Gregorio Miguel but says that he does not at present recollect whether the Defendant did or did not produce a particular Paper which he the Defendant said contained only an account of the balances due from the Estate of the said Gregorio Miguel to sundry Persons – and more he saith not to the second Interrogatory –

3d ..... To the third Interrogatory this Deponent saith that when the said Award was given one Copy thereof signed by the Arbitrators was sent to the Defendant, but that the Defendant did not the same in the presence of this Deponent this Deponent

saith that the Defendant said that he was satisfied with the said Award and thanked this Deponent as one of the Arbitrators for the trouble the Arbitrators had taken and more he saith not to this third Interrogatory.

4th To the fourth Interrogatory this Deponent saith that the Defendant did during the course of the examination into the disputes between the said Defendant and the said Annasetth Aviet lay before the Arbitrators several books of Accounts and other Vouchers of the Estate of the said Gregorio Miguel this Deponent saith that he did thereby perceive to the Estate of the said Gregorio Miguel was transacted jointly by both Administrators, and this Deponent saith that he did also understand that the Commission and other profits arising from the Estate of the said Gregorio Miguel were jointly and equally devided between both the Administrators This Deponent saith that he doth not recollect what the profits were that appeared to have been received by each of the Administrators from the Estate of Gregorio Miguel and more he saith not to this fourth Interrogatory.

5th To the fifth Interrogatory this Deponent saith that Manock Jacob John one of the Arbitrators named in the said Award is now at Batavia and that he left Madras about one year ago and more he saith not to this or to the last Interrogatory

Thos. Parry
Exr.

J. Shameir

Mayors Court at
Madraspatnam

Between Zepthe Stephen
by his Attornies Anna Setth Aviet
and Aviet Setth Complainant
and Sarad Ejaz Maul Defendant

On the Part of the Complainant

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

Philip Jacob Armenian Merchant Inhabitant of Madras Aged thirty one years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the first day of October 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 Servent who also left him a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

1st To the first Interrogatory this Deponent saith that he does not know Zepthe Stephen the Complainant in this Cause but that he doth know the Defendant Sarad Ejaz Maul in this Cause and that he hath so known him fifteen years or thereabouts and more he saith not to this first Interrogatory.

6th To the sixth Interrogatory this Deponent saith that he is acquainted with all the accounts and Affairs of the late Seth Aviet deceased and that he become acquainted therewith in consequence of having seen all the Papers and books of the said Seth Aviet This Deponent saith that he was employed by the late Seth Aviet as his Book keeper and Accountant these Deponent saith that the Administration of the Affairs of Gregorio Miguel de

the Defendant jointly— and that the office for Transacting the said Affairs was kept at the house of the Defendant this Deponent saith that all the Accounts papers vouchers and Treasure were deposited therein— this Deponent saith that each of the Administrators had a key to the same this Deponent saith that he doth not know nor has he heard that any one of the said Administrators did any act in the Affairs of the said Gregorio Miguel without the knowledge or concurrence of the other— This Deponent saith that all Commission and other profits arising from the Estate of the said Gregorio Miguel was jointly and equally devided betwixt them— This Deponent saith that he doth not recollect the amount thereof but he believes it was a least Twenty Thousand Pagodas this Deponent saith he doth know that there did not remain any Sum of Money belonging to the Estate of Gregorio Miguel in the possession of the said Seth Aviet at the time of his death this Deponent saith that he doth know that the Defendant did receive about five or six days after the death of the said Seth Aviet from his Widow a key of the Office wherein the Books of Accounts Papers and Vouchers of the said Gregorio Miguel were deposited This Deponent saith that the Defendant received the same in order that he might have charge of the Office This Deponent saith that there was an arbitration lately entered into and an award made relative to the accounts of the Defendant and Anna Seth Aviet This Deponent saith that the Arbitrators were Mr. Arathoon Jacob, Manook Jacob and John Shawmier and that they sat to determine thereon at the house of Mr. Shawmier and at the house of Mr. Arathoon Jacob This Deponent saith that the Defendant was at the time in possession of the Books of Account and other Papers of the Estate of Gregorio Miguel— and more he saith not to this or to the last Interrogatory—

Pehlipe Jacob Pattum

Tho.s Parry

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a certain Cause now pending and at Issue in the Hon.ble the mayors Court at Madraspatanam wherein Zeptha Stephen Slater and Neat of Kin of Gregorio Miguel deceased by his Attornies Anna Seth Aviet and Aviet Seth is Complainant and Sarad Ceja Maul Defendant

On the part and behalf of the Defendant

To all the Witnesses — 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, or either and which of them declare

To Sarquis Saturee, Petrus ter Joames, Raphael Satur and John Maddox — 2d Were You or were you not well acquainted with Seth Aviet in the Title of these Interrogatories named during his life time If yea were You or were You not acquainted with his transactions and Management as Administrator of Gregorio Miguel Deceased Jointly with the Defendant If yea, was or was not the management of the said Estate assumed by him the said Seth Aviet and did he or did he not keep the Accounts thereof and arrang and dispose of the same as he thought proper without any interference or interruption on the part of the said Defendant and whether the said Seth Aviet did or did not dispose of the property of the said Estate according to his own Judgment and when the accounts of the said Estate required the Signature of the Defendant did the said Seth Aviet read or Explain the same or did the Defendant sign it without any Explanation Is or is not the Defendant very old

degree incapable of transacting Business and has he or has he not been long and how long so incapable? or was not the said Seth Aviet in his life time very active Business If the Defendant kept one key of the Chest wherein the Cash belonging to the Estate of the said Gregorio Miguel was deposited and the said Seth Aviet kept another key thereof set forth and say whether whenever money was received or disbursed he he the Defendant did or did not attend and was or was not present at the opening of the said Cash Chest and depositing Money therein or issuing it therefrom or did or did not the said Seth Aviet require the key possessed by the Defendant and of himself make the Deposits and dis bursements and was or was not the said Seth Aviet considered and regarded as the sole acting administrator in the affairs of the said Estate of the said Gregorio Miguel Deceased

Last Interrogatory

To all the Witnesses ... Do You know of any other Matter Cause or thing or can You Set forth and thing touching the Matter in question in this Cause that may tend to the Benefit or advantage of the Defendant in the Title of these Interrogatories named If yea set fort the same as you know have heard or do believe together with the reasons for such Your belief as fully truly and effectually as if you had been there unto especially interrogated

Stuart Hall
Atty for Defts

Mayors Court at
Madraspatnam

Between Zeptha Stephan
Sister and next of kine of Gregorio Miguel deceased by
her Attornies Anna Seth Aviet
and Aviet Seth is Complainant
and Sarad Coja Maul Defendt

On the part of the Defendant

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

John Haddox Inhabitant of Madras Aged forty seven Years produced as a Witness in this Cause on the Part of the Defendant was on the second day of March One Thousand Seven hundred and Ninety three 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 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 Zeptha Stephan in this Cause but that he doth know the Defendant Sarad Coja Maul in this Cause and that he hath so known him fifteen Years and more he saith not to the first Interrogatory

2d ..... To the Second Interrogatory this Deponent saith that he was well acquainted with Seth Aviet in the title of these Interrogatories named during his life time This Deponent saith that he doth know that the said Seth Aviet and the Defendant were the Administrators to the Estate of Gregorio Miguel deceased but

Transactions and management of the said Estate this Deponent
saith that the management of the said Estate was assumed by
him the said Seth Aviet — and that he did keep the accounts thereof
and arrange and dispose of the same as he thought proper — but
this Deponent saith that he doth not know whether the De
fendant did or did not interfere therein — this Deponent saith
that he doth not know whether the said Seth Aviet did or did not
dispose of the property of the said Estate according to his own Judgment
— This Deponent saith he doth not know whether the said Seth
Aviet did or did not read and explain the accounts of the said Estate
to the Defendant when they required his Signature or whether the De
fendant did or did not sign them without any explanation —
This Deponent saith that the Defendant is [illegible] and infirm
and that he is incapable of transacting business being unac
quainted with the manner of carrying it on — This Deponent
saith that Seth Aviet was in his life time very active in business
— this Deponent saith that the Defendant did keep one key of
the Chest wherein the Cash belonging to the Estate of Gregorio Mi
guel deceased was deposited and that the said Seth Aviet kept
another key — this Deponent saith that the Defendant did
some times and he believes always attend and was present at
the opening of the said Cash Chest and depositing Money there
in or issuing it therefrom — This Deponent saith that he doth
not know that the said Seth Aviet did require the key possess
sed by the Defendant and of himself make the deposit and
disbursements — this Deponent saith that the said Seth Aviet
was considered and regarded as the sole acting Administrator
in the Affairs of the Estate of the said Gregorio Miguel

deceased — and more he saith not to this or to the last Interrog

Jh.s Parry
Ex.r

John Maddox

Mayor's Court at
Madraspatnam

Between Zeptha Stephan —
Sister and next of Kin of Gregorio
Miguel deceased by his Attornies
Anna Seth Aviet and Aviet Seth
is Complainant and Sarad Cja
Maul Defendant —

On the Part of the Defendant

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

Petrus ter Joannes Armenian Merchant of Madras Aged fifty three Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the first day of March One Thousand seven hundred and Ninety three Sig
nified at the Office of Mr. Stephen Popham who is Attorney of the Complainant by Casavah my servant who also left him a Note of the Name title and place of abody 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 Zeptha Stephan in this Cause but that he does not know the Defendant Sarad Cja Maul in this Cause and that he hath known him Nine Years or thereabouts and more he saith not to this first Interrogatory —

2d ..... To the Second Interrogatory this Deponent saith that he was well

named during his life time this Deponent saith that he was ac-
-quainted with his Transactions and Management as Administra-
-tor of Gregorio Miguel deceased jointly with the Defendant this
Deponent saith that the Management of the said Estate was
assumed by him the said Seth Aviet and that he did keep the ac-
-count thereof and arrange and dispose of the same as he thought
proper without any interference or interruption on the part
of the Defendant and that the said Seth Aviet did dispose of
the property of the said Estate according to his own Judgment
and when the Accounts of the said Estate required the Signature
of the Defendant that the said Seth Aviet did not read or
explain the same to the Defendant and that the Defendant did
sign the same without any explanation — This Deponent saith
that the Defendant is ab. and infirm — and thereby incapable of
transacting any business — and that he has been so incapaci-
-tated about three Years this Deponent saith that the said
Seth Aviet was in his life time very active in business — this
Deponent saith that the Defendant kept one key of the room
wherein the Cash Chest containing the Cash belonging to the
Estate of the said Gregorio Miguel was deposited and that the
said Seth Aviet kept another key thereof this Deponent saith
that he doth not know whether the said Defendant was or was
not present at the opening of the said Cash Chest and depo-
-siting Money therein or issuing it therefrom — This Depo-
-nent saith that he doth not know whether the said Seth Aviet
did or did not require the key possessed by the Defendant and of
himself make the deposits and disbursments — This Deponent
saith that the said Seth Aviet was

as the sole acting Administrator in the affairs of the Estate of the
said Gregorio Miguel deceased — and more he saith not to this or
to the last Interrogatory —

Thos. Parry
Exd.

Mayors Courtat
Madraspatnam

Between Zeptha Stephen —
Sister and Next of kin of Gregoro
Miguel deceased by his Attornies
Anna Seth Aviet and Aviet Seth
is Complainant and Sarad Ega
Mauk Defendant —

On the Part of the Defendant —

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

Sarquis Satoor Armenian Merchant of Madras Aged forty seven
years or thereabouts being produced as a Witness in this Cause On the Part of
the Defendant was on the first day of March One Thousand seven hundred
and Ninety three 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 and 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 doth not
know the Complainant Zeptha Stephan in this Cause but that
he doth know the Defendant Sarad Ega Mauk in this Cause
he doth know the so known him twenty one Year or thereabouts

2d ..... To the Second Interrogatory this Deponent saith that he was well acquainted with Seth Aviet in the title of this Interrogatories named during his life time this Deponent saith that he was not acquainted with his transaction and management as Administrator of Gregorio Miguel deceased jointly with the Defendant this Deponent saith that the management of the said Estate was assumed by him the said Seth Aviet and that he did keep the Accounts thereof and arrange and dispose of the same as he thought proper without any enterference or interruption on the part of the Defendant and that the said Seth Aviet did disposse of the property of the said Estate according to his own Judgments This Deponent saith that he dose not know, but he believes that when the accounts of the said Estate required the Signature of the Defendant the said Seth Aviet did not read or explain the same and that the Defendant signed them without any explanation this Deponent saith that the Defendant is now very old and infirm, but that he is incapable of transacting business being unacquainted with the mode of caring it on this Deponent saith that the said Seth Aviet in his life time was very active in business this Deponent saith that the Cash Chest wherein the Cash belonging to the Estate of the said Gregorio Miguel was deposited, was kept in a room at the house of the Defendant to which room there were two keys, one kept by the said Seth Aviet and one by the Defendant. This Deponent saith that when Money was received or disbursed be the Defendant did some times attend and was present at the Opening of the said Cash Chest

depositing Money therein or issuing therefrom — and that the said Seth Aviet did sometimes require the Key possessed by the Defendant and of himself make the deposits or disbursements. This Deponent saith that the said Seth Aviet was not regarded as the sole acting Administrator in the affairs of the said Estate of the said Gregorio Miguel deceased — and more he saith not to this or to the last Interrogatory —

Tho.s Parry
Ex.r

Sarquis Sateos

I the under Signed do hereby authorize to Anna Seth and M.r Aviet Seth concerning the Account of my late Brother Gregorio Miguel Subsisted in the hands of Seth deceased & M.rs Sarad Ejamal which Accounts an will please to Scrutinize and which you will please to receive from the said late Seth and M.rs Sarad. Your receiving shall be as if myself had received, & the Receipt &.c granted by you shall be as if my self had granted, For the Glory of God please to prosecute/or pursue/ Lastly in this behalf and lay you bob on my claim I shall be infinitely obliged. —

yours Sorrowfull

Done at Surat 7.th May 1791.

(Signed)
Zipta Stephen

A True Translate as near as can be taken from the Armenian Language by
Denis Phillippus Calender

Sworn to be a True Translate as near as
can be by Denis Phillippus Calendar this
28.th January 1792. before me —

Andrew Ross
Mayor

Mayors Court at Madraspatnam — Tuesday the 18th day of March Anno Domini 1794

Present

Henry Chichley Michell Esqr. Mayor
James Call and John Mitford
Aldermen

Between Zeptha Stephen of Surat Inhabitant Sister and next of Kin of Gregorio Miguel late of Madras Armenian Merchant Deceased by his attornies Anna Seth Aviet and Aviet Seth of Madras Inhabitant Complainant and Sarad Caja Maule of Madras Armenian Merchant Defendant.

This Cause Coming on to be Heard and Debated this day in the presence of the Attornies on both sides on reading the Complainants Bill with Copies of the Translation of an Accord and of Two Account annexed, The Defendants Answer with Copy of a List annexed, The Replication with Copy of the Translation of a Letter Annexed, The Rejoinder with Copy of Extract of an Account Annexed, The Interrogatories and Depositions on the part of the Complainant, The Interrogatories and Depositions on the part of the Defendant One Exhibit on the part of the Complainant, Marked A

On Hearing the Pleadings made use of by the Attornies and due Consideration had thereon This Court do think fit to Order and Decree, and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and Just sum of One Thousand four hundred and seventy One Star Pagodas Thirty three Fanams and Sixty Cash / Star Pagodas 1471.. 33.. 60./ together with all such Interest now is or shall hereafter become due thereon until full Payment is made at the Rate of Eight p.r Cent p.r Annum as also all Costs of this Suit

Court of Appeals at Madraspatnam — Saturday the 14th day of June Anno Domini 1794

Between Sarad Caja Maul of Madras Armenian Merchant Appellant and Zeptha Stephan of Surat Inhabitant Sister and Next of Kin of Gregorio Miguel Deceased by his Attornies Anna Seth Aviet and Aviet Seth of Madras Inhabitant Respondents

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 18th day of March Anno Domini 1794 Upon due Consideration had of the Matters therein Severally Contained, and of the Pleadings and Arguments used by the Attornies on both sides This Court do think fit to

the said Decree of the Hon^ble the Mayors Court do stand affirmed and that the appellants Petition be hence dismissed with Costs.

Wm. Robert Clerk ^pd.

Filed 26th November 1791.

To the Hon^ble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court your Oratrix Anna Seth Aviet of Madras Inhabitant administratrix of all and singular the Goods Chattels Rights and Credits of Seth Aviet late of Madras Armenian Merchant Stands indebted unto Your Oratrix as Administratrix as aforesaid in the full and just Sum of Four Thousand Seven hundred and Seventy One Star Pagodas Thirty eight Fanams and Forty 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 Thousand Nine hundred and eight Pounds Fifteen Shillings and three pence or thereabouts as will more fully and at large appear by the Copies of the Translation of an Award and of an Account Curr^t hereunto annexed for the Inspection of this Hon^ble Court and prayed by your Oratrix to be taken as part of this his Bill of Complaint the Originals whereof are in Your Oratrixes Possession and Ready to be produced to this Hon^ble Court when Required and Your Oratrix Shew^th that in the life time of the said Seth Aviet he and the said Sarad Oja Maul have had several Dealings and Transactions and the said Seth Aviet departed this life Intestate and at the time of his Death the said Sarad Oja Maul was indebted to him in a Considerable Sum of Money and Your Oratrix Sheweth that

7

Hon^ble Court Letters of Administration to the Estate and Effects of her said Husband and took upon herself the whole burden and execution of the said Estate She made out the accounts of the said Sarad Oja Maul from the Books of the said Seth Aviet and produced the same to the said Sarad Oja Maul and demanded of him the Balance thereof but the said Sarad Oja Maul refused to pay the same under pretence that he had several Claims on the Estate of the said Seth Aviet and your Oratrix finding it impossible to bring him to any amicable Settlement with your Oratrix She did on the Ninth day of February last past file a Bill in this Hon^ble Court against the said Sarad Oja Maul who on the Receipt of the Summons proposed to leave the Matter to Arbitration and to abide by the Award to which Your Oratrix chearfully Consented and according by the said Sarad Oja Maul and Your Oratrix did Choose Malow Jacob, Manook Jacob Jan and Joannes Shamier to Arbitrate and Settle the said Accounts and for the due performance of such Award as the said Aratoon Jacob, Manook Jacob Jan and Joannes Shamier might make the said Sarad Ojamaul and your Oratrix did enter into Penalty Bonds each for the sum of Ten Thousand Pagodas and Your Oratrix Sheweth that she as well as the said Sarad Oja Maul did lay their respective Claims before the said Arbitrators who Sat several days and took up about Seven Months to investigate their Several Books, Accounts and Vouchers and made their award in Writing under date the Twenty eighth day of September in this Present Year of Our Lord One Thousand Seven hundred and Ninety One and did thereby adjudged that the said Sarad Oja Maul should within fifteen days from the date of the said Award Pay unto Your Oratrix the Sum

and Three Fanams and the said Arbitrators did also Order the said Sarad Coja Maul to pay unto Your Oratrix a further Sum of Thirteen Pagodas being half of the Charges incurred by your Oratrix for filing the said Bill of Complaint in this Honble Court Against the said Sarad Coja Maul on the said Ninth day of February last past and your Oratrix further Sheweth that the said Arbitrators did in and by the said Award further Adjudge that your Oratrix should pay unto the said Sarad Coja Maul as the Surviving Administrator of the said Gregorio Miguel the Sum of Four hundred and sixty three Pagodas Six fanams and forty Cash being the amount of a Certain Debt said to be due by the Father of the said Seth Aviet to the Estate of the said Gregorio Miguel and the said Arbitrators did also award that on your Oratrix paying the said Sum of Four hundred and Sixty three Pagodas Six fanams and forty Cash to the said Sarad Coja Maul that he should pass a Receipt and Indemnification of the same and accordingly Your Oratrix in performance of the said Award did give Credit for the said Sum of Four hundred and Sixty three Pagodas Six fanams and forty Cash in her said account Current hereunto annexed All which Several Matters and things Your Oratrix Sheweth will appear by the said Award Copy of the Translation whereof is hereunto annexed And your Oratrix Sheweth that she hath frequently and in a friendly Manner Requested the Payment of the Balance of the said Account Current being Four Thousand Seven hundred and Seventy One Pagodas Thirty eight Fanams and forty Cash together with the Receipt and Indemnification for the said Sum of Four hundred and Sixty three Pagodas Six fanams and forty Cash as it was adjudged and Award by the said

But now so it is and may it please this Honble Court the said Sarad Coja Maul obstinately and wilfully refuses to pay the same or to give Your Oratrix any manner of Satisfaction touching the Premises pretending that he is ready and willing to pay your Oratrix's Claim as it was adjudged by the said Arbitrators but that he would not do it without first obtaining from your Oratrix an Indemnification signed by herself and two Credible Circumstance for a Certain Sum of Money which was taken and received by the said Seth Aviet an Jews Jer Aviet for account of the Sheimans and their Factors from the Estate of Gregorio Miguel to whose Estate the said Seth Aviet and Sarad Coja Maul were at that time Administrators and the said Sarad Coja Maul insists that the same is Mentioned in the said Award but your Oratrix Sheweth that by the Face thereof it is plainly to be understood that your Oratrix should pass an Indemnification from herself only to the said Sarad Coja Maul which she hath accordingly done in as full and ample a manner as it was adjudged by the said Arbitrators and delivered the same to the said Sarad Coja Maul who is now in possession thereof and as the said Award does not make mention that any Securities should be joined with your Oratrix in the said Indemnification your Oratrix humbly conceives that the said Sarad Coja Maul hath no Right to demand the same from your Oratrix and your Oratrix further Sheweth that the said Arbitrators did also by their said Award among other things adjudge that your Oratrix should pay unto the said Sarad Coja Maul as the Surviving Administrator of the said Gregorio Miguel the Money belonging to One Catchick Emmias which was Retained in the hands of the said Seth Aviet on account of a Debt due by the said Catchick Emmias to the Estate of the said

which Money being Nine hundred and fifty One Pagodas and Seven Fanams and three Quarter is the whole Sum which was Returned by the said Seth Aviet and now in the hands of your Oratrix which Sum of Nine hundred and fifty one Pagods and Seven Fanams and Three Quarters your Oratrix hath often tendered to pay unto the said Sarad Coja Maul on his passing an Indemnification with Sufficient Securities joined thereto according to the to the tenor of the said Award but the said Sarad Coja Maul hath Refused to Receive the said Money or to pass any Indemnification whatever 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 Sarad Coja Maul 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 herea again Repeated and particularly interrogated and that the said Sarad Coja Maul may particularly setforth whether he had not several dealings with the said Seth Aviet in his life time and whether in the cause of such dealings he did not become Indebted unto the said Seth Aviet in a Considerable Sum of money and whether the said Seth Aviet did not die Intestate as aforesaid and whether the said Anna Seth Aviet did not as his Widow and Relict obtain Letters of Administration to his Estate and Effects and take upon herself the Burden and Execution thereof and whether the said Anna Seth Aviet as Administratrix aforesaid did not make out the Account of the said Sarad Coja Maul from the Books of the said Seth Aviet and produce the same to him and demand the Balance thereof and whether he did not refuse to pay the same or to come to any amicable Settlement under pretence that he has some Claims on the said Estate and whether she

of such refusal life a Bill against him in this Honble Court as aforesaid and that he may also setforth whether he did or did not on Receipt of the Summons to answer the said Bill propose to have the matter in dispute to Arbitration and to abide by whatever Award such Arbitrators should make therein and whether Your Oratrix and the said Sarad Coja Maul did not mutually execute Bonds for the performance of such Award as might be given in the Premises and whether each Party was not bound in the Penalty of Ten Thousand Star Pagodas to abide by such Award or Determination as the said Arbitrators or a Majority of them might make thereon and whether both parties did not indefferently choose Aratoon Jacob Manook Jacob Jan and Joannes Shamier to be Such Arbitrators and whether the said Arbitrators did or did not take up several days in the Investigation of the several Books Accounts and Vouchers both of the Deceased Seth Aviet and of the said Sarad Coja Maul and whether they did not after Seven Months make the Award Copy of the Translation whereof is hereunto annexed and whether they did not thereby adjudge that the said Sarad Coja Maul should pay unto Your Oratrix within fifteen days from the date thereof the said Sum of Five Thousand Two hundred and Seventy Two Pagodas and three Fanams together with the said further Sum of thirteen Pagodas as aforesaid and whether the said Arbitrators did not also award that your Oratrix should pay unto the said Gregorio Miguel the Sum of Four hundred and Sefty three Pagodas Six fanams and forty Cash on Account of Certain Debt said to be due by the Father of the said Seth Aviet to the Estate of the said Gregorio Miguel and that the said Sarad Coja Maul should on the receipt thereof pass a Receipt and Indemnification for the same to Your Oratrix and whether Your Oratrix did

Seventy One Pagodas Thirty eight Fanams and Forty Cash from the said Sarad Ceja Maul and whether he did or did not as often Refuse to pay the same to your Oratrix under pretence of his not Obtaining from your Oratrix an indemnification signed by herself and two Creditable Securities for the Money Received by the said Seth Aviet and Foras Ter Aviet for account of the Shawmans and their Factors from the Estate of Gregorio Miguel or for what other pretence and that he may particularly set forth whether your Oratrix did not deliver unto the said Sarad Ceja Maul an indemnification in the usual form duly Executed by her and whether the said Indemnification Executed by herself or by was not done according to the true Intent and Meaning of the said award and whether the said Sarad Ceja Maul be not now in possession thereof and whether your Oratrix hath or hath not at Several times tendered to the Defendant the sum of Nine hundred and fifty one Pagodas seven Fanams and three Quarter as adjudged by the said Arbitrators to be paid by Your Oratrix to the said Sarad Ceja Maul as Surviving Administrator of the said Gregorio Miguel being a Sum of Money belonging to one Catchick Emmas and Detained in the hands of the said Seth Aviet on Account of a Debt due by the said Catchick Emmas to the Estate of the said Gregorio Miguel upon the said Sarad Ceja Maul signing a Discharge and an Indemnification with Two Securities joining thereto according to the tenor and purport of the said award and whether the said Sarad Ceja Maul doth not in his conscience know that he is indebted unto Your Oratrix under and by virtue of the said Award in the said Sum of Four Thousand four hundred and Seventy One Pagodas Thirty eight Fanams and forty Cash and that the said Sarad Ceja Maul may be Decreed to pay unto Your Oratrix as Administratrix as aforesaid the said Sum of Four Thousand four hundred and Seventy one Pagodas Thirty eight Fanams and forty Cash with all such

hereafter become due thereon also Costs of the Suit Your Oratrix paying at the same time as she hath always been and still is ready to pay unto the said Sarad Ceja Maul the said sum of Nine hundred and fifty one Pagodas Seven Fanams and three Quarter the property of the said Catchick Emmas as it was adjudged by the said Arbitrators and Received at the same time an Indemnification with Two Creditable Securities from the said Sarad Ceja Maul, as also Receiving a proper discharge for the said Sum of Four hundred and Sixty three Pagodas Six Fanams and Forty Cash for which she hath given Credit in her Account hereunto Annexed as being due by Seth Aviet unto the Estate of Gregorio Miguel Deceased.

May it please this Hible Court to Cause the said Sarad Ceja Maul 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 Hible Court at a Certain time and place to be by this Hible Court prefixed and Appointed then and there to Answer this Your Oratrix's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hible Court shall Seem Meet.

Bopham
Atty for Complt.

Madras 26th November 1791.

This Bill was shewn to me
in the days of Adjournment
Let a Summons Issue returnable
next Court Day.

Jos. Dalbé Porcher
Mayor

Awards given by the Judges Arbitrators hereunder Signed to Annaseth Proponent and Sarad Coja Maul Opponent Viz—

The Complainant of the Proponent and the Answer of the Opponent together with Several papers & Accounts We have perused & hearing heard from the Mouth of both parties & taken to our consideration on which we have judged & Awarded as in manner hereunder followeth—

The Proponents last desire of the 28th September 1795 delivered as Signed Remaining on Our hands wherein She declared—that by all means means she expects to get from the Opponent the sum of 7500 Pags and 1½ Eight adding thereto the Interest 679 Pagodas up to 28th September 1795 Amounting together with the Principal in Madras Star Pagodas to 8179 1½

To be deducted out of 8179 Pags Viz:—

The Surplus of the above mentioned Interest 279—
Out of the Estate of the late Gregorio Miguels Cash 2226 Pags in the hands of the Proponent & the Opponent owing to the Debts of the late Gregorio Miguel as follows.—

	Pags	Eights
To Zipta	1658	6¼
To Avatum Emmias	51	4
To Gaspar Macartick	88	6½
To the Nuns	121	¼
To Marcar Sharimon	200	—
To the Owners of the Ship Aronemian merchants	303	3¼
To Narain Dubash	86	5¾
To Johannes Hannyatheer	294	3½
To Pogo Abrahim	16	7¼
Pagodas	2226	—

Carried Over 8179 1½

Brought Over Pagodas 8179—

Half of the above mentioned 2226 Pagodas is the Proponents debt . . . . . 1113—

If the above mentioned Payments of 2226 Pags shall be taken with Interest whatever Interest shall be Claimed hereafter must be paid one Moiety thereof by the Proponent being her Debt.—

The Interest received from Sharimanians Money which was taken up by the deceased Seth B Sowe, out of which the Proponent has taken 2408 Pags 5 6¼ Eights We charged but 800 Pags One Moiety thereof must be restored by the Proponent . . . . . 400—

The proponent has taken the Company's Bond at 20 p Cent discount which loss is 400 Pags One Moiety thereof must be paid by Proponent . . . . . 200—

Out of the Partnership's Account with the Proponent & Opponent ought to be returned to Opponent 700 Pags.

The Proponent must pay his half Share the Costs of Soom . . . . . 238—

The Proponent must make good the Damage of Cotton . . . . . 44—4

The Proponent has received the Interest from the Company's Debt & will receive More Two Years Interest 320 Pags one Moiety thereof must be paid to Proponent 160—

The Difference in Interest inserted at same place at 6 p Cent and at other at 3 p Cent It seemed good unto us that the Proponent do pay . . . 88—

The Bill of Costs of Mr Cryles paid by Opponent to Mr Chase 180 Pags the half of it must be paid by Proponent . . . . . 90—

2957— 2957—

The Remainder Five Thousand two hundred & twenty two Pagodas 8½ Eights the Opponent must pay to Proponent 5 Pagodas 5222— 1½

The Proponent Sometime ago did prosecute the Opponent in the Court and afterwards Stopt the said Prosecution & Referred it to the Judgment of the Arbitrators, the proponent has been at the Charge in the said Suit 26 Pags. the half of it is 13 Pags. which the Opponent is to pay to the Proponent.—

The Opponent shall close the Account of the Ship Armenian Merchant within the Space of forty Days, whatever be the Share of the said late Seth Ter Aviet to be paid to proponent.—

Whereas the said late Seth Ter Aviet has been One of the Administrators of the said Gregorio Miguel deceased the said Seth by his hand Writing denoted Dubious Debt of 463 Pags 13½ Eights to be due by his Father Ter Aviet to the said Grigorio Miguel. But it was left to be examined with the Vouchers and it is now past the said Seth & therefore we think that it has escaped his Memory Wherefore we have thought proper that only the principal of the said 463 Pags and 13½ Eights should be paid by Proponent to Opponent and a Receipt and a Legal Indemnification be granted the said Sum of 463 Pags and 12½ Annas the said Opponent shall carry into the Account of the late Gregorio Miguel.—

As the Proponent has kept in her hands the Money belonging to Catchick Emmias and account of 500 Pags Owing by the said Catchick to the said late Gregorio Miguel wherefore It seemed good unto us that the Proponent do pay unto Opponent the Interest on the aforesaid Sum of 500 Pagodas at 9 p Cent p Annum for the Debt of the late Gregorio Miguel the Opponent shall carry it into the Account of the said late Gregorio Miguel granting a Receipt and two Meritorious Securities and in case the said Catchick Emmias should clear himself from the said Debt to Gregorio Miguel the said Money to be restored to proponent by the Opponent or his Securities.—

The late Seth & Sonne Ter Aviet in their Life time

1778 the Sum of 17,066 Pags being as well the Property of the Sharimonians as that of their Factor which Money had been under the Management of the said Gregorio Miguel deceased concerning which Ter Aviet the Father of the Said Seth & Sonne in his life time in the Year 1751. retained the said Money in the hands of Miguel Gregory by a Protest by Reason of his Debt due by Sharimons which matter was on the 16th August in the Year 1779 Referred to Arbitration by the administrators and the Heirs of the said Gregorio Miguel deceased and the Arbitrators ordered that the said late Seth & Sonne besides the Indemnification passed by them they are to give further two Creditable Securities indirectly to the Heirs of the said Gregorio Miguel in order to Secure thereon from time to time the said Money belonging be the Proprietors Now it has appeared that neither the Receipt nor an Indemnification nor any Security whatever was given nor any Cause shewn why the said Matter remained unperformed and it was insisted by the Opponent to put an End to the said Matter as it is usual from & ancient Custom to be aware of righteousness that every person who becomes possessed of any Estate belongeing to any Deceased Person should sign a Receipt and Indemnification wherefore it Seemed good unto us that the order of the said Judges Arbitrators given to the aforesaid Seth & Sonnes deceased in the Year 1779 might be performed further more the Proponent is to Sign a Receipt concerning the said Sum of 17,066 Pagodas with a Legal Indemnification & give to Opponent.—

In the Account Book of Partnership of the said late Seth and the Opponent it is Debited 1883 Pagodas in the name of late Aviet Marcar by Order of the said late Seth has put in the Chest of the Armenians Orphans of Madras 1000 Pagodas and 962 Pagodas are taken by the said Executors for Commission of the said Aviet Marcar deceased as Awarded their Arbitra

be given Credit in the said Account, the Opponent in his Answer acknowledges that the said Balance of the said Aviet Marcars Account 1883 Pagodas to be a mistake Therefore we have likewise deemed invalid.—

It is made known and also attested the Ship called St George to be the Property of the Proponent and Opponent in partnership tho they have not produced to us a legal Bill of sale or any Writing of Partnership neither have we seen any one Chosen by them as a Commander thereof except from the begining of its purchas till the 28th of April 1791. to have gone through several Persons hands and Ports, the Produce thereof is made use of for the Expences of the said Ship till the last Disbursement of the said 28th April 1791. for which a Bill of Exchange was drawn on Bengal which was paid to Mr Sarkies Ter Johannes wherein the Opponent has brought his Share 378 Pagodas as per Account produced by him out of the Neat Proceed thereof the said Ship Saint George together with all Apparels Stores Ammunitions & all other Appurtanence wherever She be now & in whatsoever condition be out of 16 Shares 10 Shares to be out of the Proponent and 6 Shares to be of the Opponent likewise in Profit & Loss.—

The Goods purchased for the said Ship St George from the begining of the Proponent and the Opponent becoming Owners of the said Ship even to the 28th of April 1791. in whatever place the said Goods are used and under the Commond of whomsoever they be, and the Balance of the unclosed Accounts as well that of the said Commends for Monies as that of the Owners of the said Ship the whole that is sucha as are to be recovered and paid as much as shall be its Amount out of 16 Shares 10 Shares to be of the Proponent & 6 Shares to be of the Opponent in this wise they ought to get and pay.—

Whereas we are made known that the said late Seth and the Opponent have been Administrators of the late Gregory and they have accordingly acted in Collecting & Dividing the Estate of the said Gregorio Miguel it appears that the said deceased Gregorio Miguel is still indebted to some People Wherefore it seemed good unto us that Rodes the aforesaid Nine Articles Amounting to 2226 Pagodas due to Sundry Persons which said Sum should be paid by Opponent and whatever other Sum be demanded by any Person whomsoever such Debt should be paid by the Administrators of the said Gregorio Miguel deceased concerning the same Premisses whatever it may be one Moiety thereof to be paid by the Proponent and one Moiety by Opponent since the death of the said late Seth Ter Aviet the Administratorship of the said Gregorio Miguel deceased Remained under the Manage-ment of the Opponent and as the Opponent hath acted solely therefore whatever requests shall arise, the Opponent is only responsible, It seemed good also unto us that all the Writings what ever belonging to the said late Gregorio Miguel in profession of the Proponent to be delivered to Opponent, who shall give a Receipt to Proponent for all Writings held by him appertaining to late Gregorio Miguel.—

The Goods in Partnership which the Proponent and the Opponents have now at Bombay Surat & Bengal are to be remained under the cares of whom they are now until they are sold them the neat Produce thereof as much as it shall be devided & taken every ones his Share and a Receipt to be granted to the delivered.—

Relating to Respondentia granted by the late Seth Ter Aviet to Pagodas Joseph on the 5th July in the year 1781. For the sum of Three Thousand & Eight hundred Pagodas whereof Four hundred & Eight Pagodas being on Account of the Opponent who get a Note from the said late Seth Ter Aviet concerning the same under date the 5. July 1781. therefore whatever Sum of Money the Proponent—

Dr. Sarad Coja Maul in Account Current With Anna Seth Aviet Administratrix of Seth aviet Deceased Cr.

1791						1791					
Sept.	26	To the Amount due by you to the Estate of Seth aviet awarded by Messrs Aratoon Jacob, Manook Jacob jon and Joannes Shamier arbitrators indifferently Chosen by you and me to Arbitrate and Settle the Accounts Subsisting between you and the Estate of Seth Aviet which by their award of the 27th September last they awarded that you should pay me Principal Money	5222	3	-	Sept.	28	By Cash awarded by the Arbitrators to be paid to you being the Amount due by the Estate of Ser Aviet to the Estate of Gregorio Miguel on your passing me a Receipt and Indemnification for the same	463	6.40	
		One half of Charge in Commencing a Suit against you		13.	-			By Balance Due to Me	4771	38.60	
		Pagodas	5235	3	-			Pagodas	5235	3	-

Madras 13th October 1791.

Errors Excepted
per Anna Seth.

a true Copy
Popham

Filed the 14th
Feby 1792

The Plea and Answer of
Sarad Coja Maul Defendant
to the Bill of Complaint of Anna
Seth aviet administratrix of Seth
aviet Deceased Complainant

This Defendant by Protestation not Confessing or
acknowledging all or any of the Matters and things in the Com-
plainants Bill of Complaint contained to be true and suffici-
ent in such manner and form as the same are therein decla-
red and setforth for Plea hereunto saith that the
end of the Complainants said Bill is to compel this Defend.t
to fulfil and perform a certain award made in writing under
date the twenty Eight day of December which was in the Year
of our Lord One Thousand Seven hundred and Ninety one where
of a Copy translation is to the Complainants said Bill annexed
and wherein and whereby it is awarded and adjudged that this
Defendant should within fifteen days from the date of the
said award pay unto the Complainant the sum of five
Thousand two hundred and twenty two Pagodas three Fanams
and that this Defendant should also pay unto the Complainant
a further Sum of thirteen Pagodas being the half of certain
charges said to have been incurred by the Complainant for
filing a certain Bill of Complaint against this Defendant
in this Honble Court on the twenty day of February which
was in the said Year of Our Lord One Thousand Seven hundred
and Ninety one the said Arbitrators did in and by the

award further adjudge that the Complainant should pay unto this
Defendant as the Surviving administrator of Gregorio Miguel
in the said award named the Sum of Four hundred and Sixty
three Pagodas Six fanams and Forty Cash being the amount
of certain debt due by the father of the Complainants said Intes-
-tate to the Estate of the said Gregorio Miguel, and further that
the Complainant should fulfil and perform certain acts left
undone and unperformed by her said Intestate in his life time
and in the said award stated in the words and figures following
that is to say "The late Seth and Teros ter aviet in their life time
have taken out of the Estate of Gregorio Miguel deceased in
the Year 1748 the Sum of 87.266 Pag.s being as well the property
of the Shrimans as that of their Factors which Money had been under
the Management of the said Gregorio Miguel deceased concerning
which Ter aviet the father of the said Seth and Teros in his life-
-time in the Year 1751 retained the said Money in the hands of
Miguel Gregory by a Protest by reason of his death due by the
Shrimans which Matter was on the 10th of August in the Year 1779
referred to Arbitration by the Administrators and the Heirs of
the said Gregorio Miguel deceased and the Arbitrators Ordered that
the said late Seth and Teros besides the indemnification passed
by them they are to give further two creditable Securities indi-
-rectly to the Heirs of the said Gregorio Miguel in Order to
secure them from time to time the said money belonging to
the Proprietors Now it has appeared that neither the Receipt
or Indemnification or any Security whatever was given, nor
any Cause shewn why the said Matters remained unper-
-formed, and it was insisted on by the Opponent to put an end
to the said Matter as it is usual from an ancient custom
to be aware of righteousness that were here

possessed of any Estate belonging to any deceased person should signe a
receipt and indemnification whereof it seemed good unto us that
the order of the said Sedgeer arbitrators given to the aforesaid Seth
and Teroose deceased in the year 1779 might be performed further more
the proponent is to sign receipt concerning the said Sum of 17066 Pags.
des with deyal Indemnification and give to opponent" and this
Defendant saith that the Complainant hath refused and doth
still continued to refuse to perform and fulfil such acts by
her said Intestate left undone in his life time and hath refused
and doth still continued to refuse to abide by perform and keep
the said award of the said Arbitrators inasmuch as she hath
refused and doth still continue to refuse to give the indemnifica
tion with securities awarded and adjudged as aforesaid for
and on account of the said Sum of Seventeen thousand and Sixty
six Pagodas so taken as aforesaid out of the Estate of the said Gra
gorio Miguel deceased by the Complainants said Intestate
and the said Teroose for deviet by which to save and keep harm
less this Defendant as the surviving administrator of the
said Miguel Gregorio and it appears by the Complainants
own shewing in and by his said Bill of Complaint that this Defen
dent has declared himself ready and willing to abied by perform
and keep the said award of the said Arbitrators and in pursuance
thereof to pay unto the Complainant the claims adjudged by the
said Arbitrators provided the Complainant would abide by per
form and keep the said award of the said Arbitrators on her part
and which it further appears by the Complainants own shewing in
and by her said Bill of Complaint and so this Defendant declares
the truth to be she absolutely refuses to do and for asmuch as were
there are certain acts and things by an award adjudged mutually
to be done and performed by the parties arbitrated

between whom the said award is made that each party in equally
bound to do and perform the same and for as much as the Complai
nant does on her part refuse to abide by perform and keep the
award aforesaid and for asmuch as this Defendant doth aver that
he has always been and that he now is ready and willing to
abide by perform and keep his part of the said award as far as
he is required so to do, provided the Complainant would abide
by perform and keep her part of the said award in manner and
form as she is therein and thereby required to do, and for asmuch
as that she who would have Equity must do Equity this Defen
dant says and thereon humbly insists that the Complainant
has no manner of right whereby to call this Defendant in ques
tion before this Hon^ble Court for or by reason of the said award
and this Defendant doth plead such performance of
award on the part of the Complainant in Bar to the Complainants
said Bill and humbly prays the Judgment of this Hon^ble Court
whether he shall be compelled to make any further or other an
swer thereto and this Defendant not waiving his said Plea but
wholly relying and insisting thereon for answer to the
Complainants said Bill of Complaint or to so much thereof
as this Defendant is advised necessary for him to make answer
unto he this Defendant answereth and saith that he admits
that he had several dealings and transactions with Seth Aviet
the Complainants said Intestate during his life time and
that he might in the course thereof have become indebted unto
him the Complainants said Intestate in considerable sums
of money and this Defendant admits that for ought he
knows to the contrary the said Seth Aviet may have died
and this Defendant admits that the Complainant did as hee

Estate and Effects and take upon herself the burden and execution thereof and this Defendant admits that the Complainant did make out an Account Current which she pretended was taken from the Books of her said Intestate against this Defendant and this Defendant does admit that he did refuse to pay the same but this Defendant does not admit that he did refuse to come to any amicable Settlement with the Complainant as administrator as aforesaid on the contrary this Defendant says he was ever willing to settle amicable all matters in dispute between him and the Complainant as administrator as aforesaid and the more particularly as he was deeply interested in such settlement for that the deceased in his life time had taken unfair advantages of the peaceable temper and easy credulity of this Defendant and had placed him in very disagreeable and alarming predicament such as endangered the fortune of this Defendant and might yet terminate in his this Defendants ruin because he this Defendant is not yet relieved therefrom and this Defendant further says he admits that the Complainant did file a Bill against him the Defendant in this Honble Court and this Defendant admit that he did propose to leave the Matter in dispute to arbitration and to abide by whatever award such Arbitrators should make therein and that the Complainant and his Defendant did mutually execute Bonds for the performance of such award or determination as the said arbitrators or a Majority of them might make thereon and that the parties in the Complainants Bill named were indifferently chosen by and between the Complainant and this Defendant and this Defendant admits that the arbitrators

have taken up several days in the investigation of the several accounts Books and Vouchers both of the deceased both adverse and of this Defendant and this Defendant admits that after the time in the Complainants Bill mentioned the said Arbitrators did Make their Award and believes that the Copy of the transaction thereof annexed to the Complainants said Bill of Complaint is a true translation thereof and this Defendant admits that the said Arbitrators may amongst other things have awarded as in the Complainants said Bill is for that purpose set forth and this Defendant admites that the Complainant may have demanded from this Defendant the sum of Four Thousand Seven hundred and Seventy one Pagodas thirty Eight Fanams and Forty Cash and this Defendant admites that he did refuse to pay the same because he was not nor is he indebted unto the Complainant in that amount this Defendant does not admit that the Complainant did make any friendly and amicable applications to this Defendant in the premises but that her conduct therein has indicated an invateracy of disposition towards him and his interests and a determined resolution to injure him by every means in her power contrary to equity and good Conscience

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 and Charges in this behalf most wrongfully Sustained.

Sworn to be a true Translate from the Original Armenian Language by Dennis Phillippus Calendar in Court this 11th Feby 1792 — Dennis Phillippus Calendar

C. Taylor

J. Strahan
Jnº Hamilton
} Attys for Defendt

Armenian

Filed 13th March 1792

The Replication of Anna Sath daviet Administratrix of Seth Aviet Deceased to the Plea and Answer of Sarad Cojar Maul.

This Repliant now and at all times hereafter saving and reserving unto herself all and all manner of benefit and advantage of exception to the many errors uncertainties insufficiences and imperfections in the said Plea and Answer contained for Replication thereunto saith that her Bill of Complaint and all and singular the matters and things therein contained are good true certain and sufficient in the Law to be answered unto in such manner and form as the same are therein and thereby setforth and alledged and that the Plea and answer of the said Defendant is very evasive and insufficient in the Law to be by this Repliant replied for divers manifest imperfections and uncertainties therein contained the benefit of exception whereunto being now and at all times saved to this Repliant She for further Replication saith that she does still maintain and support that the said Defendant stands justly and truly indebted unto this Repliant in the full and just sum of Four Thous and Seven hundred and Seventy one Pagodas Thirty Eight Fanams and Forty Cash as the same is justly and truly stated by this Repliant in her Bill of Complaint and the Exhibit thereunto annexed notwithstanding what the said Defendant has alledged in his said Plea and Answer to the contrary and this Repliant for further Replication saith that she hath not by any means or manners whatever deviated from the Award Copy of the Transl

on the contrary She did perform and fulfill all and every part of the said Award according to the true intent & meaning thereof which this Repliant hops in due time to prove to the Satisfaction of this Honble Court by the very Arbitrators who have passed the said Award but this Repliant says that the Defendant instead of wishing for an amicable Settlement hath always shewed a Litigious disposition in the Premises with a View not only to harrass and perplex her but also to take every unfair advantage of her situation as being a woman - This Repliant for further Replication saith that the last sentence of the Paragraph of the said Award quoted by the Defendant in his Answer is worded as follows to Wit - "the "proponent is to sign a Receipt concerning the said Sum of £7066. "Pagodas with a legal endemnification & given to oppt." - which as this Repliant saith that she hath duly fulfilled by executing a full and Legal Indemnification to the Defendant and delivered by this Repliants Attorney at Law into the Defendants own hands previous to the Commencement of the present Suit as mentioned in this Repliants Bill of Complaint And as the Defendant hath thought proper not to acknowledge the Receipt thereof in his Answer this Repliant therefore begs leave to annex hereunto a Copy thereof for the inspection of this Honble Court and prayed by this Repliant to be taken as part of this her Replication which Paper writing this Repliant humbly insists was the only act required and adjudged by the said Arbitrators to be done by this Repliant and this Repliant says that it does not appear by the said Last sentence of the Paragraph of the said Award nor was it intended by the said Arbitrators that any securities should have been joined in the said Indemnification given by her to the Defendant as aforesaid and therefore the Defendant cannot have any Right whatever to expect or demand the same from the Repliant which illegal demand of the Defendant is contrary to the tenor and meaning of the said Award - And this Repliant admits that by an award which was done in the Year of our Lord One Thousand Seven hundred and Seventy Nine / and which is partly revited in the present Award / the Arbitrators therein Named did adjudge that Seth Avist and Joras Javit should give two Credita-ble Securities to the Heirs of Gregorio Miguel but not to the Defendant and this Repliant saith that the heirs of Gregorio Miguel were Magdalena Gregorio Miguel the Widow, and Zeptha Stephan the Sister of the said Gregorio Miguel whoare the persons & not the Defendant who should have demanded from the said Seth Avist and Joras Javit in their life time to give the said two Securities and this Repliant further saith that even the heirs of the said Gregorio Miguel to whom it was adjudged to give the said Two Securities cannot now call for any Because all matters controversies and disputes then subsisting between them and the Administrators of the said Gregorio Miguel / and which was the only Reason for which the said Arbitrators adjudged to give the said securities / are now finally settled and one of the said Heiresses to Wit Magdalena Gregorio Miguel hath received her full share or Portion which became due to her by the Estate of the said Gregorio Miguel & granted a Release and discharge to the Administrators in full of all demands on the Estate of the said Gregorio Miguel and the other to wit Zeptha Stephan hath also in the like

sum of One thousand four hundred and seventy one Pagodas and thirteen fanams for which she hath lately filed a Bill in this Honble Court against the Defendant. This Repliant therefore doth humbly insist that under those circumstances and as this Repliant hath fulfilled every part of the present Award on which the Grounds her action especially that part where it directs this Repliants to pass a Receipt and Indemnification to the Defendant this Repliant humbly conceives that the pretences of the Defendant in demanding the Securities from this Repliant is Vague and impertinent and contrary to the Principles of Justice. And Lastly this Repliant doth insist that she made many over tures for a friendly accommodation by herself and freinds and as the best proof thereof she hath entered into the Arbitration and was & is willing to abide thereby, as appears by the Matter stated in this Repliants Bill of Complaint and this Replication the Defendant hath resisted every effort of this Repliant to settle Matters amicably, which is manifest by his refusing to Comply with the terms of an Arbitration fairly made by the Arbitrators indifferently chosen by this Repliant and the Defendant.

All which Matters and things this Repliant is Ready and willing to aver maintain & prove as this Honble Court shall direct and most humbly prays as in and by his said Bill of Complaint he hath already prayed.

Bopham
atty for Repliant

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To all to whom these Presents shall come Anna Sett Aviet of Madras Inhabitant Administratrix to the Estate and Effects of the late Sett Aviet Deceased Sends Greeting.

Whereas Gregorio Miguel late of Madras Armenian Merchant Deceased had in his profession a deposite of a Certain Sum of Money the property of Messieurs Sheremans and their Factors And whereas the Said Gregorio Miguel departed this Life some time in the Year One Thousand Seven hundred and Seventy Six Intestate whereupon the said Sett Aviet and Sarad Cija Maul obtained Letters of Administration to his Estate and Effects from the Mayors Court at Madraspatnam And whereas the said Sett Aviet and Toras Ser Aviet his Brother did lay Claim to and Receive from the Estate of the said Gregorio Miguel in the Nineteenth Day of September which was in the Year of Our Lord One Thousand Seven hundred and Seventy Eight the Sum of Seventeen Thousand and Saty Six Star Pagodas And whereas Sett Aviet did depart this Life some time in the Month of January which was in the Year of Our Lord One Thousand seven hundred and Eighty Nine intestate and his Widow the said Anna Sett Aviet hath obtained from the said Mayors Court Letters of Administration to the Estate of her said Husband the Estate of the said Sett Aviet and the said Sarad Cija Maul which were lately left to the determination of Certain Arbitrators who among other things awarded that the said Anna Sett Aviet should pass a Receipt and Indemnification to the said Sarad Cija Maul the Surviving Administrator of the said Gregorio Miguel for the said Sum of Seventeen Thousand and Saty Six Pags

by the said Sett Aviet and Tores Jar Aviet as aforesaid and whereas the said Anna Sett Aviet in pursuance of the said award and in order to receive the said Sarad Cja Maul from all Responsibility for account of the said Property of the said Sherimon and their Factors hath agreed to pass a Receipt and Indemnification to save harmless and Indemnified the said Sarad Cja Maul for all Claims or Demands which may be hereafter brought against the said Sarad Cja Maul by the said Sherimon or their Factors or any other Person or Persons whomsoever.

Now Know Ye therefore that I the said Anna Sett Aviet as the Administratrix of the said Sett Aviet do hereby acknowledge to have received out of the Estate of the said Gregorio Miguel the said Sum of Seventeen Thousand and Sixty Six Pagodas for and on account of the said Sherimon and their Factors and do hereby promise to account to them or any of them whenever they will demand the same from me the said Anna Sett Aviet as the Administratrix of the said Sett Aviet but for the Security of the said Sarad Cja Maul I do hereby bind myself my Heirs Executors and Administrators to Indemnify the said Sarad Cja Maul his Heirs Executors and Administrators his and their Estates Lands Tenements and Hereditaments of what Nature or Kind Soever from all actions Suits Damages or Expenses whatsoever for or by Reason of the said Sum of Seventeen Thousand and Sixty Six Pagodas so received by the said Sett Aviet and Tores Jar Aviet from the Estate of the said Gregorio Miguel.

In Witness whereof I the said Anna Sett Aviet have hereunto put my hand and Seal the

October in the Year of our Lord One Thousand Seven hundred and Ninety One.

Signed in Armenian by Anna Sett Aviet (L.S.)

Sealed and Delivered
Where no Stampt Paper is to be had
in the presence of
Peshlip Jacob in English & Armenian
Stephen Popham

A True Copy
Popham

Filed 17th April 1792

The Rejoinder of Sarad Cja Maul Defendant to the Replication of Anna Sett Aviet Administratrix of Sett Aviet Deceased Defendant.

This Defendent 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 imperfections in this Repliants said Replication contained for Rejoinder thereunto saith that his Plea an answer are good true certain and sufficient in the Law to be Replied 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

further Rejoinder says that he denies being indebted to the Repli-
-ant in the Sum of Four thousand Seven hundred and seventy
one Pagodas thirty Eight fanams and forty Cash or in any other
Sum or Sums of Money whatever as the same is unjustly char-
-ged in the Repliants said Bill of Complaint and the Exhibit
thereunto annexed and insisted on in and by her said Replication
and this Defendant says and humbly insists thereon that
his Plea is well founded and sufficient to Bar the Repliants
Right of action for this Defendant says that the Repliant has
not performed her part of the award upon which she has
commenced her Suit against this Defendant and therefore
has no right to call this Defendant in question before this
Honble Court upon the Maxim that he who would have
Equity should do Equity and this Defendant says that an
award is not to be explained by intent and meaning but by
the words and conditions thereof for otherwise the intention
of the Arbitrators would be guessed at not expressed and there-
by contrary to the Construction of awards by which they must
be certain and sufficient so as not to admit of a doubt and this
Defendant for further Rejoinder says notwithstanding any
thing to the Contrary in the Repliants said Replication
contained that he has ever wished to settle amicably all Mat-
-ters in difference between him and the Repliant and by ev-
-ery means to avoid Litigation which has ever been contrary
to his disposition but that the Repliant actuated by private
pique and resentment has constantly studied how to
harrass and oppress him in the premises and now art-
-fully and plausibly pleads her situation as a Woman
in order to attempt impression in the minds of this Honble
Court that she is unequal to contend with this Defend.t
in Matters of Business whereas

that upon praying for Letters of administration to the Estate
of her deceased husband as in her said Replication the same
is mentioned she did shew to this Honble Court in its Ec-
-clesiastical Capacity that she had been accustomed to
Business and she has further established the fact by
shewing that she is not only equal to manage the af-
-fairs of the Estate of her said deceased husband but that
she is also capable of transacting and managing the
Concerns of others in as much as she has filed a Bill in
this Honble Court against this Defendant upon the
part and behalf of one Zeptha Stephen as his the said
Zeptha Stephen Agent or Attorney and this Defendant
says that so far from being able to take an advantage of
the Repliant she the Repliant has from her Knowledge
of the affairs of the Estate of Miguel Gregorio in the
pleadings named and artfully and unfairly withholding
from the Defendant all Accounts documents and Vouchers
belonging thereto taken every unjustifiable advantage of
this Defendant to his great wrong and injury For this
Defendant says that the Repliants Intestate did in his
life time as Joint Administrator with this Defendant
of the Estate and Effects of the said Gregorio Miguel deceased
assume the entire Management thereof and did thereby
and by reason thereof hold the possession of all papers
Books of Accounts documents and Vouchers relative
thereto or connected therewith and of which papers Books
of account document and Vouchers the Repliant did
possess herself on obtaining Letters of Administration
as aforesaid and did as aforesaid withhold and conceal

upon him to enter into the Arbitrators in the pleadings set-
forth so that untill this Defendant had Executed the Ar-
bitration Bond in submission in the pleadings Mentio-
ned he had no Opportunity of Examining the Accounts
Books and Papers of the said Gregorio Miguel deceased
and therefore was wholly ignorant thereof otherwise he
never would have Submitted in such Manner as to ad-
mit the supposition that he had in his hands Assets
belonging to the Estate of the said Gregorio Miguel dece-
ased for thereby the Arbitrators have been misguided and
imagining this Defendant to be possessed of Assets
did in consequence award that this Defendant should
pay to the Repliant as in the said award the same
is set forth whereas this Defendant says he has shewn
in and by his said Answer to the Repliants said Bill
and so he avers the fact to be that he has not remaining
any Assets belonging to the said Estate of the said Gregorio
Miguel and this Defendant for further Rejoinder says
that the Repliant has partially stated the award afore-
said relative to the Sum of Seventeen Thousand and
sixty Six pagodas therein mentioned for this Defend.t
says that the Arbitrators have not only awarded that
the Repliant should give to this Defendant a receipt and
indamnification on account thereof but that she should
also give two credible securities to the Heirs of the said
Gregorio Miguel and had such Securities been offered
by the Repliant and accepted by the said Heirs of the said
Gregorio Miguel then and in that case this Defend.t

might have considered himself some what relieved in the premises
although this Defendant is advised that even in that case he
would not have been altogether secure but that he would
then as he now is as Administrator of the said Gregorio
Miguel be accountable for the said Sum of Seventeen
Thousand and Sixty Six Pagodas to the Heirs of Mess.rs Sher-
erman in the pleadings in this Cause named, but this
Defendant says as he has hereinbefore shewn in and by his
said Answer that the Repliant has never offered the said
Securities and further says that Magdalena Gregorio Mi-
guel the Widow of the said deceased Gregorio Miguel and
one of his Heirs has since the commencement of the pre-
sent Suit Served this Defendant with a paper writing in
the nature of a protest therein and thereby directing and in-
joining him not to come to any manner of Settlement with
the Repliant until she the Repliant shall first have
performed her part of the said award as aforesaid by giving
the securities aforesaid or otherwise by paying into the Trea-
sury of the Honble Company through the Account and
General of this Honble Court the said sum of Seventeen
Thousand and Sixty Six Pagodas so received as in the plea-
dings in this Cause as set forth by the Repliants said
Intestate and Sworn Averit in the pleadings in this Cause
named as may more fully appear by a Copy translate thereof
marked A hereunto Annexed for the inspections of this
Honble Court to which this Defendant begs leave to re-
fer and prays the same may be taken as part of this his
Rejoinder the Original being in the Defendants possession
and Ready to be produced when

he did communicate the contents to this Repliant and in the most
friendly manner solicit and Entreat her to comply therewith
in either way therein prescribed as might be most Convenient
to her but that the Repliant instead of so doing did
absolutely and positively refuse so to do observing that
she would give nothing more than her own private
Indemnification which she did pretend was all she was
required to do by the said Award although in and by the said
award the Repliant is directed to give over and above the
said award the Repliant is directed to give over and above
the said Indemnification to this Defendant, two credi-
table Securities to the Heirs of the said Gregorio Miguel
in order to secure thereon from time to time the Money
belonging to the proprietors and which this Defendant
says the Repliant well knows the fact to be, and is in
his own mind thoroughly convinced thereof but which
from evil intention and altogether spirit towards this
Defendant she refuses to acknowledge And this Defend.t
most solemnly declares that his only object in desiring
to obtain the securities so awarded to be given by the Repli-
ant as aforesaid was merely to secure this Defendant against
the Consequence of future claims that might be made
against him as administrator as aforesaid either by the
Heirs of the said Gregorio Miguel or any person or per-
sons interested in the said Sum of Seventeen Thousand
and Sixty Six Pagodas which this Defendant says is in
no wise shut upon the hands of the Repliant as she
would insinuate and notwithstanding the assertion
in her said Replication contained that even the Hei-

of the said Gregorio Miguel cannot now call for the said Securi-
ties for the Reasons in her said Replication set forth this
Defendant says that the said Heirs of the said Gregorio
Miguel have an equal aught to claim the said securities
as awarded to be granted by the Repliant as aforesaid now
as they had at any other time and notwithstanding the said
Magdalena Gregorio Miguel may have granted a Release
and discharge to the Administrators of the said Gregorio Mi-
guel in full of all demands on the Estate of the said Gre-
gorio Miguel because this Defendant says it may so
happen that the said Heirs may be obliged to refund the
monies they have received from and out of the assets of
the said Estate and further this Defendant says that
although they should not be obliged to refund the Monies
received as aforesaid and although the said Magdalena
Gregorio Miguel may have given a release and discharge
as aforesaid yet this Defendant is not indemnified in the premises
but may be called upon as Administrator as aforesaid to account
with the persons Entitled to receive the said Sum of Seventeen Thousand
and Sixty Six Pagodas and upon being charged with a Devastavit
in the Amount thereof be obliged to pay the same out of his own
Estate or terminate his Existance in a Jail and the very release
of the said Magdalena Gregorio Miguel would operate against
him to that End and this Defendant further says that the means
used by the Repliants said Intestate and the said Sores Aviet to
possess themselves of the said Sum of Seventeen Thousand and
Sixty Six Pagodas was unfair and that in doing so the Repli-
ants said Intestate did avail himself of his situation as Joint
administrator with this Defendant, of the Estate and Effects
of the said Gregorio Miguel and of having taken the lead in the
managements thereof and further this Defendant says that

since the death of the Repliants said Intestate this Defendant as Surviving Administrator is alone intitled to hold the posession of the said Sum of Seventeen thousand and Sixty Six Pagodas and that the Repliant as administrator as aforesaid is accountable to this Defendant therefor and for the Interest that has arisen and grown due thereon And this Defendant for further Rejoinder says Notwithstanding any thing to the contrary in the Repliants said Replication contained that he never has resisted any friendly offers of the Repliant either by herself or her friendly of an amicable Accommodation but that he has ever been Ready and willing to resort thereto and will now chearfully meet the Repliant upon such terms provided he be indemnified in the premises and kept harmless therein which this Defendant says was the intention of the Arbitrators in their said award as aforesaid expressed and this Defendant says that the Arbitrators cannot award any thing that is contrary to the known laws of the land and therefore this Defendant says that the Award of the said Arbitrators in the year of Christ One Thousand Seven hundred and Seventy Nine as alledged by the Repliant could not have sanctioned the conduct of the Repliants said Intestate and the said Torrs Avirt in appropriating the Estate of the said Gregorio Miguel to their own private purposes for that would be in the first Instance to sanction a fraud and in the second Instance force this Defendant as one of the Administrators as aforesaid to Commit a Devastavit and both which is contrary to Law and to common Justice and Lastly this Defendant Says that the Repliant in annexing to Copy of a paper writing to her said Replication annexed was actuated by no other Motive than that of keeping Expense and so intend

distresses of this Defendant in as much as this Defendant says the same is impertinant and irrelevant for unless she had thereby shewn that she had given the two Creditable Securities to the Heirs of the said Gregorio Miguel enjoined by the award as aforesaid the granting of the pretended indemnification to this Defendant is of no avail to shew that she the Repliant had performed her part of the said award which this Defendant denied she the Repliant has ever done or has Even offered to do

All which Matters and things this Defendant is ready and willing to maintain and prove, as this Honble Court shall direct, and humbly prays as in and by his said Plea & Answer he hath already prayed —

Steuart Hall
for himself & } att. for Defts
John Hamilton

A

Mr. Sarad Coja Mal Administrator of Gregorio Miguel

I understand that you are proceeding to be exempted from the duty and Obligation of Administrator of the late Seth belonging to Gregorio Miguel deceased, I thought it necessary to Protest you hereby to wit. That on the 10th August 1779 the Arbitrators under their Sign Awarded in the third Paragraph thereof against the late Seth and Jorne Jer Aviet Relative the Money they had taken belonging to Messrs. Shairmans & their Factors two Creditable Securities and an Indemnification to be given by them hitherto they have not given and the said Matter should have been performed through Your prosecution the Account of the said Gregorio Miguel Deceased delivered into the Court by You and the late Seth on the 19th September in

Now itis requisite before you release them on the said Securities or Indemnification you will take possession of them from the Administratrice of the said Seth deceased or the 17065 Pagodas taken by the said Seth and Some with Interest thereon upto the date hereunder and deposite in the Honble Court at Madras until the Sheremans and Ter Aviets Account they had together be clear whoever by the Proprietor of the said Money let they take possession of it should you fail acting agreable to this all the Losses that shall result you are to Satisfy the said Content. Written two of this writing of the same Tenor before Witnesses one delivered to you and another remains with me that in time might be defended for Justification. done at Madras the 26. November 1791—

I Stratun Carapet have seen Mr. Fontheille Signing

/Signed/
Magdelene Fontheille

Miguel Johannes
Am Witness—

A True Translation
as near as can be taken
from the Original Armenian Language
Denis Philly jurs

Stuart Hall
for himself &
John Hamilton
} Attys 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 Honble the Mayors Court at Madraspatnam wherein Anna Seth Aviet Administratrice of Seth Aviet deceased is Complainant and Sarad Coja Maul Defendant

On the Part and behalf of the Complainant

To all the Witnesses—

1st. Do You know the Parties Complainant & Defendant in the Title of these Interrogatories or either and which of them If yea how long have you so known them or either and which of them Declare &c—

Avatoon Jacob
&
John Shamier
} 2. Were you or were you not at any and what time appointed Arbitrators jointly with any other and whom between the Complainant and Defendant in this Cause If yea what was the nature of their Dispute how often did you sit to investigate the merits of the said dispute and how long did it take you to give your Award therein were or were not the Complainant and Defendant or either and which of them present at your several Meetings or how often did they or either and which of them attend the said Meetings— Did or did not both the Complainant and Defendant lay before you their Cases and did you or did you not enter into a full investigation of the Matter in dispute between the Complainant and Defendant and did you or did you not hear the Complaints of both Parties and did you or did you not during your Investigation of the said Dispute give the Defendant and the Complainant a full Opportunity to bring and lay before you all his Claims Vouchers and Accounts against the Complainant and did you or did you not after a Mature investigation of the whole or how otherwise give an Award under Your Hands and Seals— Did or did not the Defendant know when the said Award was given and did he or did he not after he Read the said Award return his Grateful Thanks to you for the trouble you had taken and did he or did he not Seem perfectly Satisfied with the Tenor of the said Award — Did you or did you not among other things in the said Award Mentioned order as follows "the pro- "ponent is to sign a Receipt concerning the said Sum of Seventeen "Thousand and Sixty Six Pagodas with a legal Indemnification "and give to Opponent" — Did you or did You not thereby mean

Defendant a Legal Receipt and Indemnification — did you according to the Tenor and Meaning of your Award Adjudge that any Securities should be joined in the said Indemnification, has the Defendant according to the Tenor of your Award any Right to demand the same from the Complainant —

To Philipus Jacob ... 3d ... Are you or are you not fully Acquainted with all the Transactions and Affairs of Seth Aviet deceased and of his Widow the present Complainant If yea how become you so acquainted was there or was there not an Arbitration lately entered into and an Award made Relative to the Accounts of the Complainant and Defendant — if yea who were the Arbitrators and when did they set to determine thereon Did or did not the Defendant stay and what time Receive from the Complainant alley of the Office when the Books Papers and Accounts of Gregorio Miguel were Kept If yea, was he not in possession of the said Books Papers and Accounts at the time of the Arbitration between the Complainant and Defendant — Do You or do you not Know of a Sum of Seventeen Thousand and Sixty Six Rupees or any other and what Sum which Seth Aviet and Sons Aviet Received in the Year One Thousand Seven hundred and Seventy Nine from the Estate of Gregorio Miguel as the property of Sherumans — do you or do You not find by the Books and Accounts of the said Seth Aviet that the said Sherumans are considerably Indebted to the Estate of the said Seth Aviet If yea, what is the amount that appears to be due by the said Sherumans to the Estate of the said Seth Aviet — Do you Know or have you ever heard that the Defendant after the Death of the said Seth Aviet ever demanded from the Complainant any Securities of the said Sum of Seventeen Thousand and Sixty six Rupees and did or did not the Defendant after and how often declare that the Compl

have occasion to give any Securities for the said Sum and did he allege any and what Reason for saying so — Did or did not the Complainant at any Manifest arrest to bring the Defendant to a friendly accommodation and did the Defendant manifest the like desire or how otherwise — Did or did not the Defendant in many instances try to take an unfair advantage of the Complainant and to deceive her and did or did not the Defendant shew a Litigious Disposition towards the Complainant in the Premises and in several other Matters — declare the whole according to the best of your Knowledge and belief —

To Miguel Johnnes ... 4th ... Did you or did you not Witness a Certain Paper writing in the Armenian Language under date the and Ninety One purporting to be a Letter by the way of a Protest from Magdalena Jonthieles to the Defendant are you or are you not one of the Subscribing Witnesses thereto — If yea, was the same signed and Witnessed on the day of the date thereof or when else — if not, was the same antedated, and if so was declare from what Reason or purpose it was so antidated —

To all the Witnesses ... 5th ... Do you Know of any other Matter or thing or have you heard or can you set forth any thing touching the Matter in question in this Cause that may tend to the benefit or advantage of the Complainant, If yea, Declare the same as you Know have been informed or do believe together with the Reason of such your belief as fully as if you had been thereunto particularly Interrogated —

Popham
Solr for Complainant

Mayor's Court at
Madrasspatnam

Between Anna Seth Aviet
Administratrix of Seth Aviet
deceased is Complainant and
Sarad Cja Maul Defendant
On the Part of the Complainant

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

Mr Avatoon Jacob of Madras Merchant Aged Fifty seven Years or there
abouts being produced as Witness in this Cause On the Part of the Complai-
nant was on the twenty seventh day of November One Thousand seven hun-
dred and Ninety four 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 Anna Seth Aviet in this Cause and
that he hath so known her twenty or twenty three years — and
that he doth know the Defendant Sarad Cja Maul in
this Cause and that he hath so known him Twenty three or
twenty four Years — and more he saith not to this first Interro-

2d To the second Interrogatory this Deponent saith that he was ap-
pointed an Arbitrator jointly with Mr John Shavier and Mr
Manook Jacob John some time in the Year One Thousand
seven hundred and Ninety one between the Complainant
and Defendant in this Cause This Deponent saith that the
nature of their dispute was regarding some accounts between
them This Deponent saith that he doth not recollect how
often the Arbitrators sat to investigate the

it took them many months to give their Award thereon — this Deponent
saith that Aviet Seth the son of the Complainant did on her behalf
frequently attend the meetings of the said Arbitrators and that the
Defendant did likewise attend but this Deponent saith he
doth not recollect how often they did attend the said meetings —
this Deponent saith that the Complainant and Defendant did
lay before the said Arbitrators their Cases and that they / the
Arbitrators / did enter into a full Investigation of the matter
in dispute between the Complainant and Defendant — and
that they / the Arbitrators / did hear the Complainants of both
parties — this Deponent saith that the Arbitrators did during
their Investigation of the said dispute give the Complainant
and Defendant frequent opportunity to bring and lay before
them / the Arbitrators / their respective Claims and Vouchers in
support thereof and that the Defendant did lay before them /
the Arbitrators / all his Claims Vouchers and Accounts against
the Complainant — this Defendant saith that they / the
Arbitrators / did after a mature Investigation of the whole
give an Award under their hands and seals this Deponent
saith that the Defendant did know when the said Award
was given, but that he did not after he had read the same
return thanks to this Deponent for the trouble he had taken, but
this Deponent saith that he heard the Defendant was per-
fectly satisfied with the tenor of the said Award this De-
ponent saith that he doth not recollect the Arbitrators did
or did not among other things in their said Award mentioned
order as follows — The proponent is to sign a receipt con-
cerning the said sum

Opponent — and more he saith not to this or to the last Interrogatory —

Thos. Parry
Acr.

Araboon Jacob

Mayors Court at
Madraspatnam

Between Anna Seth Avirt Administratrix of Seth Avirt deceased is Complainant and Sarad Coja Maul Defendant
On the Part of the Complainant

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

John Skarnier of Madras Merchant Aged thirty six Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Twenty sixth day of November One Thousand seven hundred and Ninety two Sworn & Examined at the Office of Messrs. Hall and Hamilton who are Attornies for the Defendant by Casawah my Servant — who also left them a Note of the Name title and place of abode of the said Deponent and afterwards in the same day being sworn and examined deposeth as followeth. —

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Anna Seth Avirt in this Cause, and that he hath so known her twenty years or thereabouts and that he doth know the Defendant Sarad Coja Maul in this Cause and that he hath so known him about Four

this first Interrogatory —

2d ..... To the Second Interrogatory this Deponent saith that he was appointed an Arbitrator together with Araboon Jacob and Manook Jacob John between the Complainant and Defendant some time above the Month of February One Thousand Seven hundred and ninety One. This Deponent saith that the nature of their dispute was regarding accounts of the Estate of Gregorio Miguel and other accounts between the said Complainant and Defendant This Deponent saith that the Arbitrators met several times but that it took them about seven Months to give their said Award — This Deponent saith that Avirt Seth the son of the Complainant and Philip Jacob did often attend the Arbitrators on the Part of the Complainant at the desire of the Arbitrators and that the Defendant did likewise attend the meetings of the Arbitrators when called upon to do so This Deponent saith that the Complainant and Defendant did lay before the Arbitrators their Cases and that they the Arbitrators did enter into a full investigation of the matter in dispute between them the Complainant and Defendant thes Deponent saith that the said Arbitrators did heard the Complainants of both Parties and that the Arbitrators did during their Investigation of the said dispute give the Defendant and Complainant a full opportunity to bring and lay before the Arbitrators their

said Arbitrators all his Claimes Vouchers and Accounts against the Complainant and that they the Arbitrators did after a mature investigation of the whole give an Award under their hands and seals — this Deponent saith that the Arbitrators did send their Award to the said Defendant and this Deponent saith that he the Defendant did afterwards return thanks to this Deponent for the trouble he had taken and seemed satisfied with the said Award — This Deponent saith that he doth not at this time recollect whether the Arbitrators did or did not among the things in the said Award mentioned order as follows 'the proponent is to sign a Receipt concerning the said Sum of Seventeen Thousand and Sixty six Pagodas with a legal Indemnification and given to Opponent and more he saith not to this Second Interrogatory —

To the last Interrogatory this Deponent saith that it is now so long since the Arbitrators gave their Award above mentioned that it is impossible for him to recollect the particulars thereof and more he saith not to this last Interrogatory —

Jno. Parry
Cor.

J Shamier

Mayor's Court at
Madraspatnam

Between Anna Seth Aviet Administratrix of Seth Aviet deceased is Complainant and Sarad Coja Maul Defendant — On the Part of the Complainant —

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

Philip Jacob Armenian Merchant Inhabitant of Madras Aged Thirty one Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the first day of October One thousand Seven hundred and 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 Anna Seth Aviet in this Cause and that he hath so known her Twenty Years and that he doth know the Defendant Sarad Coja Maul in this Cause — and that he hath so known him fifteen years and — more he saith not to this first Interrogatory —

3d. To the third Interrogatory this Deponent saith that he is fully acquainted with all the transactions of Seth

and that he became acquainted therewith by being in the manage-
ment of their Concerns— this Deponent saith that there was
an arbitration lately entered into and an Award made
relative to the accounts of the Complainant and Defendant
— and that the Arbitrators were Mr. Arathoon Jacob Ma-
nook Juseb and John Shamier and that they sat to deter-
mine thereon this Deponent saith that the Defendant
did receive okey from the Complainant above five or six
days after the death of her husband Mr. Seth Aviet of the
office where the Books Papers and Accounts of Gregorio
Miguel were kept this Deponent saith that the De
fendant was in possession of the said Books Papers
and Accounts at the time of the Arbitration between
the Complainants and Defendants saith that he does
not know of a Sum of Seventeen Thousand and Sixty six
Pagodas or any other and what Sum which Seth Aviet
and Teresa Aviet received in the Year One Thousand
Seven hundred and Seventy nine from the estate of
Gregorio Miguel as the property of Sheremans this De
ponent saith that he doth find by the books and accounts
of the said Seth Aviet that the said Sheremans are consi-
derably indebted to the Estate of the said Seth Aviet and
that the Amount thereof is about three Lacs of Pagodas
This Deponent saith that he doth not know nor
has he ever heard that the Defendant after the death
of the said Seth Aviet ever demanded from the Com
plainant and Securities of the said Sum of Seventeen
Thousand and Sixty Six Pagodas this Deponent saith
that the Defendant did often

would never have occasion to give any Securities from the said
Sum because he had settled all the accounts of the Estate of
Gregorio Miguel and that he Widow had given a full
discharge— This Deponent saith that the Complainant
did always manifest a Wish to bring the Defendant to a
friendly accommodation but that the Defendant would
not agree thereto— This Deponent saith that the Defend.t
did in many instances try to take one unfair advantage
of the Complainant and to deceive her and that the Defen-
dant did shew a litigious Disposition towards the Complai-
nant in the premises and in several other matters— and
more he saith not to this or to the last Interrogatory—

Tho.s Parry
Ex.t

D.r Philip Jacob Petham

Mayors Court at
Madraspatam

Between Anna Seth
Aviet Administratrix of
Seth Aviet deceased is Com
plainant and Sarad Cija
Maul Defendant
On the Part of the Complainant

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

Mr. Miguel Johannes Merchant of Madras Aged fifty five
years or thereabouts being produced as a Witness in the Cause in the

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined in a certain Cause now pending and at Issue in this Honble the Mayors Court at Madraspatnam wherein Anna Seth Aviet administratrix of Seth Aviet Deceased is Complainant and Sarad Ceja Maul Defendant

On the part and behalfs of the above named Defendt

To all the Witnesses 1st Do You or do You not know the parties Complainant and Defendant in the Suit of the above named If yea how long have You so known them, or either and which of them declare

To Sarquis Saloon
Petrus ter Joannes
and John Maddox } 2d Were You or were You not acquainted with Seth Aviet in the title of this Interrogatories named during his life time if yea were you or were you not acquainted with his transaction and management as administrator of Miguel Gregorio deceased Jointly with the Defendant if yea was or was not the management of the said Estate assumed by him the said Seth Aviet and did he or did he not keep the Account thereof and arrange and dispose of the same as he thought proper without any interference or interruption on the part of the said Defendant and whether he did or did not dispose of the property of the said Estate according to his Own Judgment and when the Accounts of the said Estate required the signature

Part of the Complainant was on the seventeenth day of October One Thousand Seven hundred and Ninety two signified at the Office of Messrs Hall and Hamilton who are Attornies for the Defendant by Casawa 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 he doth know the Complainant Anna Seth Aviet in this Cause and that he hath so known her Eighteen or Nineteen Years and that he doth know the Defendant Sarad Ceja Maul in this Cause and that he hath so known him eighteen or Nineteen years and more he saith not to this first Interrogatory

4th To the fourth Interrogatory this Deponent saith that he believes he did Witness a certain Paper Writing in the Armenian Language under date the Twenty sixth day of November One Thousand Seven hundred and Ninety One purporting to be a letter by way of a Protest from Magdaline Fontheille to the Defendant and that he is one of the subscribing Witnesses thereto This Deponent saith that he doth not recollect whether the same was or was not signed and witnessed on the day of the date thereof and more he saith not to this or to the last Interrogatory

Miguel Joannes

Thos. Carry
Cr.

7

of the Defendant did the said Seth Aviet read or Explain the same or did the Defendant sign it without any Explanation Is or is not the Defendant very old and infirm and thereby or how otherwise in some and what degree incapable of transacting Business and has he, or has he not been long and how long so incapable and was or was not the said Seth Aviet in his life time very active in Business If the Defendant kept one key of the Chest wherein the Cash belonging to the Estate of the said Gregorio Miguel was deposited and the said Seth Aviet kept another key thereof set forth and Say whether whenever money was Received or disbursed he the Defendant did or did not attend and was or was not present at the Opening of the said Cash Chest and depositing Money therein, or issuing it therefrom or did or did not the said Seth Aviet require the key possessed by the Defendant and of himself make the Deposits and disbursements and was or was not the said Seth Aviet considered and regarded as the sole acting administrator in the affairs of the said Estate of the said Gregorio Miguel Deceased.

To Miguel Johannes 3d. Look at the Paper Writing now produced and shewn to You at this the time of your Examination marked B and say by who and whom was the same Executed and for what purpose and whether Your Name and the name of Aratoon Carapet set and subscribed thereto as Witnesses attesting the Execution thereof be, or be not of Your and his the said Aratoon Carapets hand writing and is or is not the said Aratoon Carapet at present at Madras.

To Denis Philipus Calender. 4th Look at the Exhibit Marked A now shewn to you at this the time of your Examination and say whether the Exhibit marked A is or is not a true translation of the said other Exhibit marked B or how and in wath Manner do they differ

Last Interrogatory To all the Witnesses 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 Benifit or Advantage of the Defendant in the Title of these Interrogatories named if yea set forth the same as You know have heard or do believe together with the Reasons for such Your belief as fully truly and effectually as if you had been thereunto especially interrogated

Stewart Hall
Atty Defs.

A

Mr. Sarad Cja Maul Administrator of Gregorio Miguel

I understand that you are proceeding to be exempted from the duty & obligation of Administration of the late Seths belonging to Gregorio Miguel deceased; I thought it necessary to protest you hereby, to wit, That on the 10th August 1779. the arbitrators under their Sign Awarded in the third Paragraph thereof against the late Seth and Soroos Jer Aviet Velative the Money they had taken belonging to Messrs. Sherimans & their Factors two Creditable Securities & an Indemnification to be given by them, hitherto they have not given, & the said Matter should have been performed through Your prosecution, the Account of

the said Gregoris Miguel Deceased delivered into the Court by you and the late Seth on the 19th September in the year 1778 it was decreed thereon by you both, 17065 Pagodas Now ities requisite before you release them or the said Securities or Indemnification you will take possession of them from the Administratrix of the said Seth deceased of the 17065 Pags taken by the said Seth & Jones with Interest thereon up to the date hereunder Respecte in the Honble Court at Madras, untill the Sherimmon & Jan Aviet Account they had together be stood, who may be the Proprietor of the said Money let they take possession of it, Should you fail acting agreeable to this, all the Losses that shall result, you are to Satisfy the said Contents, Written two of this writing of the same Tenor before Witnesses you and another remains with me, that in time might be defended for Justification, done at Madras the 26th November 1794.—

/Signed/
Magdeline Fontheille

A Stratten Carpet knives on Mrs Fontheille
Signing
Jean Witness, Miguel Johannes -

A True Translate as neare as can be taken from the Orginal Armenian language
Denis Phillippe Calendar

This Exhibit Marked A was Shewn to Denis Phillippus Calendar at the time of his Examination before me on the Part of the Defendant in a Certain Cause now pending in this Honble the Mayors Court at Madraspatnam wherein Anna Seth Aviet Administratrix of Seth Aviet deceased is Complainant and Sarad Cja Maul Defendant was on the 19th day of March Anno Domini 1793.—

Tho.s Carry

This Exhibit Marked B was Shewn to Denis Phillippus Calendar at the time of his Examination before me on the Part of the Defendant in a Certain Cause now pending in the Honble the Mayors Court at Madraspatnam wherein Anna Seth Aviet Administratrix of Seth Aviet deceased is Complainant and Sarad Cja Maul Defendant was on the 19th day of March Anno Domini 1793.—

Tho.s Carry

Mayors Court at
Madraspatnam

Between Anna Seth Aviet
Administratrix of Seth Aviet de-
ceased is Complainant and Sarad
Coja Maul Defendant—
On the Part of the Defendant—

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

Sarquis Sator Armenian Merchant of Madras Aged forty seven Years or there-
about being produced as a Witness in this Cause On the Part of the Defendant
was on the Sixteenth day of March One Thousand seven hundred and Ninety
three sworn & sed at the Office of Mr. Stephen Popham who is Attorney for the
Complainant by Casawah my Servent who also left here 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 first Interrogatory this Deponent saith that he doth know
the Complainant Anna Seth Aviet in this Cause and that he
hath so known her Twenty three Years or thereabouts and that
he doth know the Defendant Sarad Coja Maul in this Cause
and that he hath so known him Twenty one Years or there a
bouts and more he saith not to this first Interrogatory—

2 ..... To the Second Interrogatory this Deponent saith that he was
acquainted with Seth Aviet in the title of these Interrogatories
named during his life time this Deponent saith that
he is not acquainted with the said Seth Aviets Manage-
ment and transactions as Administratrix of the Estate of Gregorio
Miguel deceased jointly with the Defendant This Deponent saith
that the management of the said Estate was optained by the said
Seth Aviet and that he did keep the Accounts thereof and arrange
and dispose of the same as he thought proper but he doth not know
whether the same was or was not done without any interference
or interruption on the part of the said Defendant this Deponent
saith that the said Seth Aviet did dispose of the property of the
said Estate according to his own Judgment this Deponent saith
that he doth not know whether the said Seth Aviet did or did not
read or explain the Accounts of the said Estate to the Defendant
when the same required the Signature of the Defendant or whe-
ther the Defendant did or did not sign the same without any
explanation— This Deponent saith that the Defendant is
not very old or infirm— but that he is unacquainted with the
mode of transacting business to the custom of Europeans this
Deponent saith that the said Seth Aviet was very active in
business in his life time— this Deponent saith that the De-
fendant did keep one key of the Office wherein the Chest that
contained the Cash belonging to the Estate of the said Gregorio
Miguel was deposited and that the said Seth Aviet kept
another key thereof this Deponent saith that he doth not
know whether the Defendant did or did not attend or was or
was not always present at the opening of the said Cash Chest
when Money was received or disbursed or disposited therein
or issuing it therefrom— or whether the said Seth Aviet
did or did not require the key possessed by the Defendant and
of himself make the deposits and disbursements this
Deponent saith that the said Seth Aviet was not Consi-
dered—

considered as the Sole acting Administrator in the Affairs of the Estate of the said Gregorio Miguel deceased — and more he saith not to this or to the last Interrogatory —

Tho.s Parry
Ea.r

Sarquis Satdrac

Mayors Court at
Madraspatnam

Between Anna Seth Aviet Administratrix of Seth Aviet deceased is Complainant and Sarad Ejas Maul Defendant

On the Part of the Defendant

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

Petrus ter Johannes Armenian Merchant of Madras Aged fifty three Years or thereabouts being produced as a Witness on this Cause on the Part of the Defendant was on the Eighth day of April One Thousand Seven hundred and Ninety three Sworn before at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Casawah my Servant who also left here a Note of the Name Titles and place of abode of the said Deponent — and afterwards in the same day being sworn and examined deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Anna Seth Aviet in this Cause and that he hath so known her Nine Years or thereabouts and that he doth know the Defendant

in this Cause and that he hath so known him Nine Years or thereabouts — and more he saith not to this first Interrogatory —

2d. ..... To the Second Interrogatory this Deponent saith that he was acquainted with Seth Aviet deceased in the title of these Interrogatories named during his life time this Deponent saith that he was acquainted with the transactions and Management of the said Seth Aviet as Administrators of Gregorio Miguel deceased jointly with the Defendant this Deponent saith that the Management of the said Estate was assumed by the said Seth Aviet and that he did keep the Accounts thereof and arrange and dispose of the same as he thought proper without any interference or interruption on the part of the said Defendant — and that he the said Seth Aviet Deceased did dispose of the property of the said Estate according to his own Judgement — this Deponent saith that when the accounts of the said Estate required the Signature of the Defendant the said Seth Aviet did not read or explain the same but the Defendant signed them without any explanation This Deponent saith that the Defendant is old and infirm and thereby incapable of transacting business and that he has been so for the space of nine years this Deponent saith that the said Seth Aviet was in his life time very active in Business this Deponent saith that he doth not know whether the Defendant did or did not keep a Key of the Cash Chest wherein the Cash belonging to the Estate of the said Gregorio Miguel was deposited, or whether the said Seth Aviet did or did not keep another Key thereof this Deponent further saith that he doth not know whether whenever Money was received or disbursed by the Defend.t

did or did not attend or was or was not present at the opening of the said Cash Chest and depositing Money or issuing it therefrom or whether the said Seth Aviet did or did not require the Key possessed by the Defendant and of himself make the deposits and disbursements this Deponent saith that the said Seth Aviet was considered and regarded as the sole acting Administrator in the Affairs of the said Gregorio Miguel deceased - and more he saith not to this or to the last Interrogatory.

Thos. Curry

Sr.

Mayors Court at

Madraspatnam

Between Anna Seth Aviet Administratrix of Seth Aviet deceased is Complainant and Sorad Cojia Maul Defendant.

On the Part of the Defendant.

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

John Maddox Inhabitant of Madras Aged forty seven Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the sixteenth day of March One Thousand Seven hundred and Ninety three Signified at the Office Mr. Stephen Popham who is Attorney for the Complainant by Casavah my Linguist

a Note of the Name Stile 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 Anna Seth Aviet in this Cause and that he hath so known her fifteen years or thereabouts and that he doth know the Defendant Sorad Cojia Maul in this Cause and that he hath so known him also fifteen years or thereabouts — and more he saith not to this first Interrogatory —

2d To the Second Interrogatory this Deponent saith that he was acquainted with Seth Aviet in the title of this Interrogatories named during his life time this Deponent saith that he was not acquainted with the particular transactions and management as Administrator of Miguel Gregorio deceased jointly with the Defendant this Deponent saith that the management of the said Estate was performed by him the said Seth Aviet and that he did keep the Accounts thereof and arrange the same but this Deponent saith that he doth not know whether there was or was not any interference or interruption on the part of the said Defendant this Deponent saith that he doth not know whether the said Seth Aviet did or did not dispose of the property of the said Estate according to his own Judgment this Deponent saith that he doth not know whether the said Seth Aviet did or did not when the accounts of the said Estate required the Signature of the Defendant explain the same or whether the Defendant did or did not sign the Same without any explanation this Deponent saith —

Mayors Court at
Madraspatnam

Between Anna Seth Aviet
Administratrix of Seth Aviet
deceased is Complainant and
Sarad Cya Maul Defendant—
On the Part of the Defendant

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

Denis Philippeus Calendar Merchant of Madras Aged forty eight
years or thereabouts being produced as a Witness in this Cause On the Part of the
Defendant was on the Nineteenth day of March One thousand Seven hundred and
Ninety three Signified at the Office of Mr. Stiphen Popham who is Attorney
for the Complainant by Casawah 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 Anna Seth Aviet in this Cause and that
he hath so known her twenty three Years and that he doth know
the Defendant Sarad Cya Maul in this Cause and that he
hath so known him Nineteen Years and more he saith as to
this first Interrogatory—

4th ..... To the fourt Interrogatory this Deponent hath looked at
the Exhibit marked A & B now shewn to him at this the
time of his examination and says that the Exhibit A is a true
translation of the said other Exhibit Marked B as

with that the Defendant is very ill and infirm and thereby
also unacquainted with the nature of carrying on business
incapable of transacting the same this Deponent saith
that the said Seth Aviet was in his life time very active
in business this Deponent saith that the Defendant did
keep one key of the Cash Chest wherein the Cash belonging
to the Estate of the said Gregorio Miguel was deposited and
that the said Seth Aviet kept another key thereof but this
Deponent saith that he doth not know whether the Defen-
dant did or did not attend or was or was not present at the
opening of the said Cash Chest and depositing Money therein
or issuing it therefrom or whether the said Seth Aviet did
or did not require the key possessed by the Defendant of him
self make the deposits and disbursements This Deponent
saith that he believes the said Seth Aviet was considered as
the sole acting Administrator in the Affairs of the Estate of the
said Gregorio Miguel deceased and more he Saith not
to this or to the last Interrogatory—

Thos. Parry
Exr.

John Maddox

not to this or to the last Interrogatory

Thos. Berry
Cst.

Denis Philippus Calendar

Filed 25th March 1794

To the Honble the Mayor's Court at Madraspatnam

Between Anna Seth Aviet Administratrix of Seth Aviet Deceased - Complainant and Sarad Cja Maul Defendant

The Humble Petition of the above Named Anna Seth Aviet

Sheweth

That your Petitioner did on the Twenty Sixth day of November which was in the Year of our Lord One Thousand Seven hundred and Ninety One file a Bill of Complaint in this Honble Court against the above named Defendant for the Recovery of the Sum of Four Thousand Seven hundred and Seventy One Pagodas Thirty Eight Fanams and forty Cash Charged by your Petitioner to be due thereby the said Sarad Cja Maul by Virtue of and Award given under the hands and Seals of certain Arbitrators indifferently chosen by and between the said Sarad Cja Maul and your Petitioner to Arbitrate and settle all matters and things then in dispute between the said Parties - To which said Bill of Complaint the said Cja Maul did Plead

and thereby Acknowledge as follows to wit "That he was ready and willing to abide by perform and keep his part of the said Award as far as required and so to do provided the Complainant would abide by perform and keep her part of the said award in manner and form as she is therein and thereby required to do" and your Petitioner sheweth that the said Defendant executed that by such Award she was bound to give unto the Defendant an Indemnification with two Securities for and on account of the Sum of Seventeen Thousand and Sixty Six Pagodas as received by the said Seth Aviet and Soras ter Aviet from the Estate of Gregorio Miguel and that your Petitioner had refused to Comply therewith - That after the usual Proceedings were had the said Cause came onto be heard on Tuesday last the Eighteenth Instant when this Honble Court thought fit to Order and Decree that your Petitioners Bill should be dismissed with Costs.

your Petitioner Sheweth that she humbly conceives her Bill should not have been dismissed the Defendant himself hath in the Proceedings as aforesaid declared himself willing to abide by perform and keep the said Award and in pursuance thereof to pay unto your Petitioner her Claims which were adjudged by the said Arbitrators provided your Petitioner would perform and keep her part of the said Award your Petitioner therefore Submits with all due respect that she ought to have had a Decree to the Amount of the Sum sued for, and that the only point for consideration was whether such Decree should be unqualified or whether Your Honble Court should consider the meaning of the Award to be that the giving the Securities was to be the condition on which the [illegible] paid to Your Petitioner Wherefore

Wherefore your Petitioner doth humbly pray that the said Cause may be reheard and if it should be the Judgment of this Honble Court that Your Petitioner should give the said securities previous to her receiving the Sum so said for under and by vertue of the said Award — Your Petitioner sheweth that she is ready and willing to give such securities in such manner as may be ordered by this Honble Court —

Popham for Self &
R Williams Attr for
Petr —

Mayors Court at } Tuesday the 18th day of March
Madraspetnam } Anno Domini 1794 —

Present

Henry Chichley Michell Esqre Mayor
James Call and John Mitford
Aldermen

Between Anna Seth Aviet of Madras Inhabitant Administratrice of Seth Aviet late of Madras Armenian Merchant Deceased Complainant and Sarad Cja Maul of Madras Armenian Merchant Defendant —

This Cause coming on to be Heard and Debated this day in the presence of the Attornies on both Sides on reading the Complainants Bill with Cer-

award annexed, The Defendants Plea and Answer, The Replication with Copy of an Indemnification annexed, The Rejoinder with Copy of Exhibit marked A annexed, The Interrogatories and Deposition on the part of the Complainant, The Interrogatories and Depositions on the part of Defendant with Exhibits Marked A and B 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 —

Hew

Court of Appeals } Saturday the 5th day of July
at } Anno Domini 1794 —
Madraspetnam }

Between Sarad Cja Maul of Madras Armenian Merchant appellant and Anna Seth Aviett of Madras Inhabitant Administratrice of all and Singular the Goods Chattels Rights and Credits of Seth Aviett late of Madras Armenian Merchant Deceased Respondant —

This Cause coming on this day to be heard and debated before the Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayors Court together with the De-

day of April Anno Domini 1794 upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the said Decree of the Honble the Mayors Court do stand affirmed and that the Respondent do pay the Costs in this Court.—

Wm

Robert Clerke

Filed 8th April 1794

To the Honble the Mayors Court
at Madraspatnam

In the Matter wherein Dany
Chitty Pennal Chitty by his Gu-
ardian Cathoo Coundaram Chitty
is Petitioner and Stephen Popham
Respondent In the Cause of Nayan
Dala Chitty.—

The humble Petition of the above named Petitioner

Sheweth

That on or about the fourteenth day of September in the Year of Christ One Thousand Seven hundred and Ninety your Petitioner did exhibit and file his Petition in the above Cause and did therein and thereby pray that the premises Sequestered by the Sheriff at the Instance of the Complainant above named may be put into the poss-ession of your Petitioner, as the lawfull Proprietor thereof and your Petitioner Sheweth that the Respondent thereupon filed his answer to your Petitioners said Petition issue did Join thereon and rules did pass for the Examination of Witness's and Witness's having accordingly been Examined on both sides the said matter was Set down to be heard, and the same Coming on to be heard this Honble Court was solemnly to grant the prayer of your Petitioners said Petition with Costs— And your Petitioner Sheweth unto this Honble Court that the Respondent did on or about the twelveth Day of April in the year of Christ One Thousand Seven hundred and Ninety two appeal from the said Order of this Honble Court to the Honble the Court of Appeal, and your Petitioner Sheweth that the Respondent having neglected to apply to this Honble Court to have the pleadings in this Cause transmitted to the Honble Court of Appeal.—

Your Petitioner therefore most humbly prays this Honble Court will be pleased to direct their Registre to transmit the Pleadings in this matter to the Honble the Court of Appeals that the same may— may attend the hearing of the said Appeal.—

And your Petitioner Shall
Ever Pray.

J. Stuart Hall
Atty for Defendt

Extract—

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8th day of April Anno Domini 1794—

Present

Henry Chichley Michell Esqr. Mayor
Andrew Ross and James Daly
Aldermen

Stephen Popham
vers
Nayore Bala Chitty

Petition of Caetha Edundaramah praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals Read and Filed this day Ordered—
Accordingly—

Filed this 8th Apr. 1794

To the Honble the Mayor's Court at Madraspatnam

Between Candath Dadarow
Naganaid of Madras Inhabitant
Complainant— and Dawa
Bookanjee Ceasee Dese of the
same place Inhabitant Defendt.

The Humble Petition of Gosey Mayyar

Sheweth

That the above Named Complainant did exhibit about the eighteenth day of May which

Our Said One Thousand Seven hundred and Ninety three file and exhibit in this Honble Court his Bill of Complaint against the above Named Defendant for the Recovery of the sum of Two Thousand five hundred and fifty Nine Star Pagodas Nineteen Fanams and fifty five cash Charged to be due and owing from the said Defendant to the said Complainant to which said Bill of Complaint the said Defendant appeared by his attorneys at Law Messrs. Popham and Williams— and after the Usual Rules Leading issued for the Defendant to answer the Complainants Bill of Complaint he the Defendant neglecting so to do— The Complainant did on or about the ninth day of June last past Obtain a Decree from this Honble Court against the Defendant for the said Sum of Two Thousand five hundred and fifty Nine star Pagodas Nineteen Fanams and fifty five cash together with the Costs of suit, And your Petitioner sheweth that fourteen days having elapsed without satisfying the said Decree or Appealing therefrom this Honble Court was pleased to grant a Warrant of Execution against the effects of the said Defendant and the Sheriff of this Honble Court to whom the same was directed did Seize one house and four parcel of Grounds Situated in Peddoo Naicks Pettah in Vysambaraw Pagodas Street and did advertise the same for sale as by a Copy of the said Advertisement hereunto annexed may now more fully appear—

Your Petitioner sheweth that the said House and Grounds were by the Defendant many Years back Sold unto your Petitioner and that the same are now his— justly and legal property and that he hath peaceably

and quietly enjoyed the same for the Space of Fourteen years or thereabouts —

Your Petitioner therefore Most humbly prays that the Sheriff may be directed to take off his Seals from the said House and Grounds, and be restrained from selling the same, and that he Your Petitioner may be allowed to remain in possession of the same as he hath hitherto done, in quietness — And further pray that the Complainant may be ordered to pay the Costs of this Petition —

And Your Petitioner shall Ever Pray

G Pasley
atty for Petitioner

Advertisement —

Pandath Dadarow Naganaud
vers
Dawaboo Kanjee Cassee Defs

Notice is hereby Given, that on Monday the 19th Instant will be Sold by Auction, on the Premises, between 11 and 6 in the Afternoon, one House and Four Parcells of Ground, all adjoining, Situated in Cassee Naicks Pettah, in Yanambaysoura Pagada Street adjoining to the Lane leading to Ravaniahs Street. Measu-

being the property of the above named Defendant and Seized by Order of the Honorable the Mayor's Court — The Conditions of Sale at Vendue —

/Signed/ Edward Atkinson, Sheriff

Fort St. George 8th August 1793.

True Copy
G Pasley

Filed 15th October 1793

In the Honble the Mayor's Court at Madraspatnam

In the Matter wherein Pendath Da-
-darow Naganaud is the Complainant
and
Dawa Bokungee Cassee Dofs is the Defendt.

The Answer of the above named Complainant Pendath Dadarow Naganaud to the Petition of Gosey Mayagoo

This Respondent admits that he did after about the time in the Petition stated Exhibit in this Honble Court his Bill of Complaint against the above Defendant Dawa Bokungee Cassee Dofs for Recovery of the Sum of Two Thousand five hundred and fifty Nine Star Pagodas Nineteen fanams and fifty five Cash to which Suit an appearance was duly Entered and a Decree passed in the said Suit on or about the Ninth day of June past in favor of this Respondent with the Costs of Suit that a Warrant of Execution issued thereon and that the Sheriff did Seize the House and Parcell of Ground situate in Pedda Naicks Petta the premes in Question and that such Seizure was legally Seized as on due time he will Establish

Will duly Move as this Honble Court shall direct.—

J. Wilkenson
Attz for Respondt.—

Interrogatories to be Administered to Such Witnesses as shall be produced Sworn and Examined in a Certain Matter of Petition and Answer now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Gooty Mayagar is Petitioner and Pandath Dedarow Nagaran and is Respondent in the Cause Pandath Dadarow Nayaran and vers Dewa Bookenjee Kaseedos—

On the part and behalf of the above named Respondent—

To all the Witnesses 1st Do you know the Parties Petitioner and Respondent in the Stile of these Interrogatories named If yea how long do you know them and either and which of them declare— Did you know Dewa Bookenjee. Causee Dos likewise in the Stile of these Interrogatories named in his last time If Yea How long did You so know him Declare—

To Thomas Pelling
& John de Fries } 2d Did you or did you not in conjunction with Moses De Castro late of Madras Merchant some time on or about the Twenty Eighth day of September which was in the year of Christ One Thousand Seven hundred and Eighty Eight or at any other and what time sell and Dispose a Certain House and Ground situated at Pedda Naicks Pettah

leading to Ravaniahs street, If yea to whom did yea sell the same and for what Price and from whom did you receive the Purchas Money of the said premises— Look at the Paper writing now produced and shewn to you at this the time of your Examination marked with the Letter B purporting to be a Bill of Sale of the said Premeses— did you or did you not in conjunction with the said Moses De Castro Execute the same and are or are not the Signature Moses De Castro Thos. Pelling & John De Fries thereunto Set and Subscribed the Proper hand writing of the Said Moses De Castro and of you.—

To Mathu Bavanasunker } 3d Do you or do You not know the House and Grounds situated at Pedda Naicks Pettah in yagambaray cowra Pagoda Street between the house of Mooparalah Cashaviah and alane leading to Ravaniahs street If yea Declare— to whom it belonged and whose property the same now is by whom and from whom was the same purchased and when and how you came to the Knowledge thereof— Do You know If at any time the said House was sold to the said Petitioner or to any other Person and whom by name Declare the same as fully as you know have heard and do believe together with the Knowledge of such your belief—

To Govinda Row Lakemidos & Thondaman } 4th Do you know any thing respecting the Matters in dispute between the above named Petitioner and Respondent If yea, Does or does not the Petitioner now live and reside in the House in question If yea, how long since he first lived in the said House— Do you or do you not know how he came to live in the said House and by whose permission and upon what terms or Condition Do you know or have you ever heard that the Petitioner hath any right or Stile to the said House— Declare the whole to the best of your knowledge Remembrance and belief.—

House situated in Pedda Naicks Pettah in Jacamboragesswara Pagoda Street between the House of Mooperamla Cashevah and alane leading to Ravanniahs street If you know any such House—how long since have you lived there—in who's the real Proprietor thereof at present and by whose Permission and upon what Conditions do you live in the said House—Do you or do you not know of any other person and whom by name that lives and resides in the same House with you If you have any there to live therein—Do you know or have you ever heard that the Petitioner hath any Right or Title to the said House—Declare the whole to the best of your Knowledge Remembrance and belief

To all the Witnesses &c. Do you know of any other Matter or thing or have you heard or can you set forth any thing touching the Premises in this cause that may tend to the benifit and advantage of the Respondent If you Declare the same as you know have been informed or do believe together with the Reasons of which your belief as fully as if you have been thereunto particularly Interrogated.

Popham for
self & R. Williames

Mayors Court at
Madraspatnam

Between Gossy Mayager is Petitioner and Pandah Dadarow Naganaid is Respondent

In the Cause Pandah Dadarow Naganaid Dava Boskingee

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

Thomas Pelling Esqr. of Madras Merchant Aged Seventy Years or thereabouts being produced as a Witness in this Affair on the Part of the Respondent was on the fourth day of March One Thousand seven hundred and ninety four Signified at the Office of Mr. George Pasley who is Attorney for the Petitioner 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 does not know the Petitioner Gossy Mayager in this Affair but that he doth know the Respondent Pandah Dadarow Naganaid in this Affair—and that he has heard of Dava Boskingee Rascedos the Defendant in this Cause—and more he saith not to this first Interrogatory—

2d. To the Second Interrogatory this Deponent saith that he did in conjunction with John Defries and Moses DeCastro thro the means of their Dubash some time in the Year of Christ One Thousand seven hundred and seventy four sell and dispose of a certain House and Ground Situated at Pedda Naicks pettah in Jacamboragesswara Pagodas Street between the House of Mooperamla Kashevah and alane leading to Ravanniahs Street for One Thousand seven hundred and seventy Pagodas and that the same was so B thro the means of the said Dubash to Dava Boskingee Rascedos—and that the purchase Money was received by this Deponent and the said John DeFries and Moses DeCastro thro the means of their said Dubash from the said Dava Boskingee Rascedos this Deponent saith he-

purporting to be a Bill of Sale of the said Premises and says that he did in conjunction with the said Moses Defastro and John De Fries execute the same — and that the Signatures Moses Defastro Thomas Pelling and John DeFries, are of the proper hand writing of the said Moses Defastro John Defries and of this Deponent and more he saith not to this last Interrogatory —

Thos. Curry
Esr.

Thos. Pelling —

Mayor's Court

Madraspatnam

Between Gossy Mayagar is Petitioner and Pandath Dadarow Mayanaud is Respondent in the Cause Pandath Dadarow Mayanaud alias Dara Boskongee Rasedgs —

On the Part of the Respondent

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

John DeFries Esqr. of Madras Merchant Aged Sixty nine Years or there abouts being produced as a Witness in this Affair on the Part of the Respondent was on the fourth day of March One Thousand seven hundred and Ninety four Signified at the Office of Mr. George Easley who is Attorney for the Petitioner by Cawah My Servant who also left him a Note of the Name title and place of abode of the said Deponent and afterwards in the same day being sworn and examined deposeth as followeth —

To the first Interrogatory this Deponent saith that he

that he does not know the Respondent Pandath Dadarow Mayanaud in this Affair — and that he hath heard of the Defendant Dara Boskongee Rasedgs in this Cause & more he saith not to this first Interrogatory —

To the second Interrogatory this Deponent saith that he did in conjunction with Thomas Pelling and Moses Defastro the Petitioners Father Dubash some time in the Year of Christ One thousand seven hundred and seventy four sell and assure a certain House and Ground Situated at Pedda Naicks Pettah in Yacambrazis Suara Pagada Street between the House of Mooperuda Kishwa and alone leading to Rawanacks Street for One Thousand Seven hundred and Seventy Pagodas and that the Boskongee Rasedgs and that the purchase Money was received by this Deponent and the said Thomas Pelling and Moses Defastro the Petitioners Father Dubash from the said Dara Boskongee Rasedgs this Deponent having lost the use of his Eyes cannot look at the Paper writing now produced said to be a Bill of Sale of the said Premises and therefore cannot say whether he did or did not conjunction with the said Moses Defastro and Thomas Pelling execute the same but this Deponent saith that he did execute a Bill of Sale of the said Premises in conjunction with the said Moses Defastro and Thomas Pelling & more he saith not to this or to the last Interrogatory —

The Mark + of John DeFries

Thos. Curry
Esr

Mayors Courtat
Madraspatnam

Between Gosy Mayayar is Petitioner and Pandath Dadarow Naganad is Respondent in the Cause Pandath Dadarow Naganand verst Dava Bookenjee Kasudofs —

On the Part of the Respondent

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

Matha Bavana Sunker Soucar Merchant of Madras Aged Seventy years or thereabouts being produced as a Witness in this affair On the Part of the Respondent was on the seventeenth day of February One thousand Seven hundred and Ninety four Signified at the Office of Mr. George Pasley who is Attorney of the Petitioner 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 followeth —

To the first Interrogatory this Deponent saith that he doth know the Petitioner Gosy Mayayar in this Affair and that he hath so known him ten years — and that he doth know the Respondent Pandath Dadarow Naganand in this affair and that he hath so known him fifty Years or thereabouts — and that he did know the Defendent Dava Bookenjee Kasudofs in this Cause about thirty Years in his life time — and more he saith not to the first Interrogatory —

To the third Interrogatory this Deponent

Yagambaya Spwaron Pagoda Street between the House of Moopa-rauba Cashawiah and above leading to Rasaniahs Street this Deponent saith that the same did belong to Dava Bookenjee Kasudofs and at present to the said Dava Bookenjee Kasudofs Family — this Deponent saith that the same were purcha-sed from John Dodsen by the said Dava Bookenjee Kasudofs about fifteen years ago this Deponent saith that he came to the knowledge thereof by being in the Neighbourhood of the said House and Grounds when they were purchased by the decea-sed — this Deponent saith that the said House never was sold to the Petitioner or to any other Person or Persons — and more he saith not to this or to the last Interrogatory —

Tho. Parry

Mayors Court at
Madraspatnam

Between Gosy Mayayar is Petitioner and Pandath Dadarow Naganand is Respondent in the Cause Pandath Dadarow Naganand verst Dava Bookenjee Kasudofs —

On the Part of the Respondent —

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

Govinda Row Vakiel Inhabitant of Madras Aged fifty years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the day of February One Thousand Seven hundred and Ninety four

Mayors Court at Madraspatnam

Between Gossy Mayagar is Petitioner and Pandath Dadarow Naganaud is Respondent in the Cause Pandath Dadarow Naganaud verse Dava Bookengee Rasedoss. —

On the Part of the Respondent.

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

Verasawmy Brameny Inhabitant of Madras Aged thirty nine years or thereabouts being produced as a Witness in this Affair on the Part of the Respondent was on the twenty sixth day of February One Thousand Seven hundred and Ninety four signified at the Office of Mr. George Easly who is Attorny for the Petitioner by Casavah My Servent who also left him a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith that he does know the Petitioner Gossy Mayagar in this Affair and that he hath so known him ten Years or thereabouts and that he doth know the Respondent Pandath Dadarow Naganaud in this Affair and that he hath so known him Twenty four years but that he did not know the Defendant Dava Boocangee Rasedoss in this Cause and more he saith not to this first Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith that he

by Casavah my Servent who also left him a Note of the Name title and place of abody 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 Petitioner Gossy Mayagar in this Affair and that he hath so known him twelve years and that he doth know the Respondent Pandath Dadarow Naganaud in this Affair and that he hath so known him thirty Years and that he doth know Dava Bookengee Rasedoss in the Cause about Twenty five Years in his life time and more he saith not to this first Interrogatory —

4th ..... To the fourth Interrogatory this Deponent saith that he doth know some thing respecting Matters in dispute between the abovenamed Petitioner and Respondent this Respondent saith that the Petitioner does now leave and reside in the House in question and that he came reside therein about ten years ago this Deponent saith that the Petitioner came to liue in the said House by permission of the deceased Dava Bookengee Rasedoss but this Deponent saith that he doth not know upon what terms or conditions this Deponent saith that he hath not ever heard that the Petitioner had any right or title to the said House and more he saith not to this or to the last Interrogatory —

Tho.s Parry
Esq.r

House of Mooperanda Cashcrah and alone leading to Ravaniahs Street - and that he hath lived there twenty three years this Deponent saith that the Family of the deceased Dava Bookengee Kasseedass are the real Proprietors thereof at present and that he this Deponent lives in the said House by permission of the said Family and that he lives therein the charitable disposition of the said Family without paying rent for the same this Deponent saith that the Petitioner and some other Persons reside in the same House with this Deponent and that they are permitted to live therein by the Charity of the said deceased Family - this Deponent saith that he never heard that the Petitioner had or hath any right or title to the said House - and more to this is to the last Interrogatory

Sworn to

Thos. Parry

Ex.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8 day of April Anno Domini 1794 -

Present

Henry Chichley Michell Esq.r Mayor

Andrew Ross and James Daly -

Aldermen

Pandath Dadiarom Naganaud

and

Dava Bookengee Causee Dos -

Petition of Goray Mayagar Read.

Answer Read.

Interrogatories on the part of the Petitioner

Five Depositions taken thereunto Read - the Witnesses N.os 5. and 6 did not appear for Examination -

One Exhibit on the part of the Respondent Read -

The Matter in dispute between the Petitioner Goray Mayagar and Respondent coming onto 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 - This Court doth think fitto Order and doth accordingly Order that the Petitioner Petition be Dismissed with double Costs -

Dated 8 April 1794.

To the Honble the Mayors Court at Madrasepatnam

Between Sashachellam Moodelly Complainant and Soldy Pillay Defendant

The humble Petition of the above named Defendant

Sheweth

That the above named Complainant did on or above the ninth day of May which was in the Year of our Lord one thousand seven hundred and Ninety two file and Exhibit Bill of Complaint against your Petitioner for the Recovery of the sum of Five hundred and Seven Star Pagodas and thirty eight Fanams Current Money of Madras to which said Bill of Complaint your Petitioner put in an Answer and the Complainant having replied your Petitioner Rejoined after which issue joined and Witnesses being examined on both sides the cause was

October in the year of our Lord one Thousand seven hundred and ninety three came on to be heard by and before this Hon^ble Court when they were pleased to order and Decree that your Petitioner should pay to the Complainant the sum sued for which costs from which Decree Your Petitioner did lodge an appeal to the Hon^ble the Court of Appeals

Your Petitioner therefore humbly prays that the several papers in the said cause may be sent up to the said Court to attend the hearing

And Your Petitioner will ever pray

G. Chalmer
atty for Petitioner

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 2d day of April Anno Domini 1794

Present

Henry Chichley Michell Esq^re Mayor
Andrew Ross and James Daly
Aldermen

Sashachella Moodelly
vers
Soley Cittay

Petition of the Complainant praying that the Original Proceedings in this Cause may be sent up to the Court of appeals Read and Filed this day — Ordered Accordingly —

Filed 5th April 1794

To the Hon^ble the Mayors Court of Madraspatnam

Between William Balfour, John Spalding and Clever Clt Complainant
and Stephen Popham Defendant

The humble Petition of the abovenamed Compl^ts

Shew

That your Petitioners did on or about the twenty fourth day of November which was in the year of our Lord One Thousand Seven hundred and ninety five and exhibit a Bill of Complaint against the above named Defendant for the recovery of the sum of One Thousand five hundred and twenty one Star Pagodas forty one Fanams and eighteen cash, Current money of Madras Touching said Bill of Complaint the Defendant having neglected to put in an Answer this Hon^ble Court was pleased to give a Decree in favor of your Petitioners From which Decree the said Defendant has Since lodged and Appeal to the Hon^ble the Court of Appeal —

Your Petitioners therefore humbly pray that the several papers and Vouchers in the cause may be sent up to the said Court to attend the hearing thereof —

And your Petitioners will ever pray

G. Chalmer
atty for Petitioners

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 8th day of April Anno Domini 1794.—

Present

Henry Chickley Michell Esqr. Mayor
Andrew Ross and Jaines Daly
Aldermen
William Balfour, John Spalding and Oliver
Colt
Esqrs

Stephen Popham

Petition of the Complainant praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals read and filed this day— Ordered accordingly.—

Filed this 25th March 1794.

To the Honble the Mayors Court at Madraspatnam

Between Lieutenant Benjamin Trend and Margaret his Wife Walter Balfour Esquire and Cecilia his Wife and Margarita Maria Kennedy Widow and Relict of Lieutenant Colonel John Kennedy deceased by his attorney Peter Maley Cafsen.— Complainant

and

Johnson Kennedy and John Hammond Executors of last Will and Testament of the said Lieutenant Colonel John Kennedy deceased Defendant

The Humble Petition of the said Complainants Benjamin Trend and Margaret his Wife Walter Balfour and Cecilia his Wife.

Sheweth

That this Honorable Court was on the twenty eight day of January now last past the Petit-

to order that the said Defendants should pay unto this Honble Court the amount acknowledged the Defendants Answer within four days deducting therefrom the Amount of Costs incurred on the Petition and Answer and that the remainder be deposited in the Treasury of the United Company of Merchants of England trading to the East Indies in the name of the accomptant General of this Court

Your Petitioners further sheweth pursuant to the said order the said Defendants did on the twenty fifth day of February now last past pay into this Honble Court the Sum of five Thousand eight hundred and forty Six Pagodas thirty six fanams and fifty Cash and that three Thousand One hundred and two Pagodas forty three fanams and twenty eight Cash part thereof is the property of and belonging to Your Petitioner the said Walter Balfour and the remaining sum of two Thousand seven hundred and forty three Pagodas thirty eight fanams and twenty eight Cash the residue thereof is the property of and belonging to Your Petitioner the said Benjamin Trend in right of his said Wife and Your Petitioners further shew unto this Honble Court that the said monies are now remaining in the Treasury of the United Company unproductive whereby Your Petitioners sustain a heavy loss.—

May it therefore please this Honble Court to order that the said sum of five thousand eight hundred and forty Six Pagodas thirty six fanams and fifty Cash may be forthwith paid out to your Petitioners the said Walter Balfour and Benjamin Trend without prejudice to such Refusal as this Honble Court may think your Petitioner intitled unto upon the hearing of this cause.—

And your Petitioners will pray

John White atty for the said Petitioners.—

Filed the 4th April 1794

The Answer of Johnson Kennedy and John Kammon Executors of the last Will and Testament of John Kennedy deceased to the Petition of Benjamin Frend and Margaret his Wife and Walter Balfour and Cecilia his Wife in the Cause Benjamin Frend and Margaret his Wife, Walter Balfour and Cecilia his Wife and Margarita Maria Kennedy Widow of the said John Kennedy by her Attorney Peter Massey Cafsin Complainants and the said Respondents as Defendts

These Respondents say that this Hon^ble Court was on the twenty eighth day of January now last past upon the Petition of the said Petitioners pleased to order that these Respondents should pay into this Hon^ble Court the Amount acknowledged in the Answer of these Respondents within fourteen days deducting therefrom the Amount of Costs incurred on the Petition and Answer, and that the remainder be deposited in the Treasury of the United Company of Merchants of England trading to the East Indies in the name of the Accomptant General of this Court

These Respondents do also say that pursuant to the said Order they did on the Twenty fifth day of February now last past pay into this Hon^ble Court the sum of Five Thousand Eight hundred and forty Six Pagodas Thirty Six fanams and Forty Cash and that Three Thousand one hundred and Two Pagodas Forty three fanams

the said Petitioner the said Walter Balfour in right of his said Wife, and that the remaining Sum of Two Thousand Seven hundred and forty three Pagodas Thirty eight fanams and Twenty eight Cash the residue thereof may be the property of and belonging to the said Petitioner the said Benjamin Frend in right of his said wife

These Respondents further Say that the said Monies are now remaining in the Treasury of the said United Company and with Submission to this Hon^ble Court ought so to remain until the Cause now pending in this Hon^ble Court shall have been heard and a final Judgment passed thereon

Because it is not possible that the said Petitioners can sustain any any loss, as set forth in their said Petition, the pleadings in the said Cause being compleated, and these Respondents now are and have so been since the Completion of the said Pleadings ready and willing to meet the said Petitioners on the Merits thereof

These Respondents further Say that they have been informed and advised that it ever has been the uniform practice of this Court on Money being deposited in a Cause depending not to consent to the Same being taken out, until the matter at Issue had been finally determined, or unless the opposite party were satisfied that no more was due and owing, other that the said Sum so paid into Court, and thereon praying leave of the Court that the Same might be delivered over on payment of all Costs that may have accrued due by reason of instituting the said Suit

this Honble Court will order and direct that the Petitioner's Petition be dismissed with Costs. —

Gilbt. Ricketts
atty for the Respondents

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8 day of April Anno Domini 1794 —

Present

Henry Chichley Ruchell Esqr. Mayor
Andrew Ross and James Daly
Aldermen

Benjamen Frend and Margaret his Wife Walter Balfour and Cecilia his Wife
vers
Johnson Kennedy and John Hammond Exors of Lieutenant Colonel John Kennedy Deceased —

Petition of Benjamen Frend and Margaret his Wife and Walter Balfour and Cecilia his Wife Read. —
Answer of the Defendants thereto Read. —

The Petition and Answer ordrd to be determined this Day in the Presence of the Attornies on Both Sides. On hearing the Arguments used by the Attornies and on due Consideration had thereon it is Ordered that the Sum of Five Thousand eight hundred and forty six Pagodas, Thirty Six fanams and Fifty Cashe paid into Court by the Defendants — and deposited in the Treasury of the United Company be paid out to the Petitioners and that an Order do issue to the Accountant General for that purpose. —

Filed 15th April 1794

To the Honble the Mayors Court at Madraspatnam

Between John Mitford of Fort Saint George Merchant the Executor named in the last Will of Robert Mitford late of Fort Saint George aforesaid Merchant deceased Complainant and Stephen Towns a Captain in the Service of the Honble the United Company of Merchants of England trading to the East Indies — under their Presidency of Fort Saint George Defendant.

The Humble Petition of the above named Defendt

Sheweth

That the above named Complainant filed a Bill of Complaint against your Petitioner for the Recovery of a certain Sum of One Thousand three hundred and fifty nine Pagodas charged to be due and owing by your Petitioner unto the said Robert Mitford upon an Undertaking in writing a Copy whereof was annexed to the said Robert Mitford's said Bill of Complaint whereupon a Summons did issue directing your Petitioner to appear to and answer the said Bill, but that before the Rules for answering the same expired the said Robert Mitford departed this Life having first made his last Will and Testament in Writing and thereof appointed the said John Mitford

Court and Obtained Probate thereof—

Your Petitioner further Sheweth that the said John Mitford as Executor as aforesaid did on the Second Day of November in the Year of Our Lord One Thousand Seven hundred and Ninety five file a Bill of Reviver against your Petitioner upon which said Bill of Reviver a Summons did issue for your Petitioner to answer the said Bill of Reviver but that before such Answer could be prepared in terms to be filed this Hon^ble Court were pleased to give a Decree on the Seventh Day of December last in favore of the Complainant with Costs to be paid by your Petitioner From which said Decree your Petitioner hath appealed to the Hon^ble the Court of Appeals at Madraspatnam—

Your Petitioner therefore prays that this Hon^ble Court will be pleased to order the Register of this Hon^ble Court to send up the Original Papers in the above Cause to the said Court of Appeals to attend the hearing of the said Cause—

White & Ricketts for
Stephen Popham
Atty for Pet^r

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15th day of April Anno Domini 1794—

Present
Henry Chickley Michell Esq^re Mayor
Andrew Ross John Mitford and
Benjamin Roebuck Aldermen
John Mitford Executor of Robert Mitford Deceased
Stephen Towns

praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals—Ordered Accordingly—

Filed 15 April 1794

In the Hon^ble the Mayors Court at Madraspatnam

Between Henry Blacker
Administrator of William Blacker
Deceased Complainant and Charles
Darke Defendant

The Humble Petition of the above named Defendant

Sheweth

That the above named Complainant filed a Bill of Complaint against your Petitioner for the Recovery of a Certain Sum of Money charged by the Complainant to be due to him from your Petitioner upon a Mortgage Bond and Obtained a Decree thereon on the third day of October which was in the Year of Our Lord One Thousand Seven hundred and Ninety Two—

From which Decree your Petitioner hath Appealed to the Hon^ble the Court of Appeals at Madraspatnam

Your Petitioner therefore prays this Hon^ble Court will be pleased to order the Register of this Hon^ble Court to send up the Original Papers in the above Cause to the Hon^ble the Court of Appeals to attend the hearing of the said Cause—

White & Ricketts for
Stephen Popham
Atty for Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8th day of April Anno Domini 1794—

Present

Henry Chichley Michell Esqr. Mayor
Andrew Ross — John Mitford and —
Benjamin Roebuck — Aldermen
Henry Blacker Administrator of William Blacker Decd
Charles Darke

Petition of the Defendant read and filed this day praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals — Ordered Accordingly —

Filed 15th April 1794

In the Honble the Mayors Court at Madraspatnam

Between Sawmy Moodeliar by his attorney Charles Carty Complainant and Cottah Moocondo Naig Deceased —

The Humble Petition of the above named Defendant

Sheweth

That the above named Complainant by his said attorney Charles Carty filed a Bill of Complaint against your Petitioner for the Recovery of a certain Sum of Money charged by the Complainant to be due to him from Your Petitioner upon an Account Current

to answer the Complainants Bill this Honble Court was pleased on the Third day of May One thousand Seven Hundred and Ninety One to give a Decree in favore of the Complainant.

From which Decree your Petitioner hath appealed to the Honble the Court of Appeals at Madraspatnam

Your Petitioner therefore prays this Honble Court will be pleased to order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of Appeals to attend the hearing of the said Cause —

White e Ricketts for
Stephen Popham
Atty for Petr

509

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15th day of April Anno Domini 1794 —

Present

Henry Chichley Michell Esqr. Mayor
Andrew Ross John Mitford and —
Benjamin Roebuck Aldermen

Sawmy Moodeliar by his Attorney Charles Carty
versus
Cottah Moocoondoo Naick

Petition of the Defendant read and filed this Day praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals — Ordered Accordingly —

Filed 15th April 1794

To the Honble the Mayor's
Court at Madraspatnam

Between Pinnapaukum arro-
nagoy Modelly of Madras In-
habitant Complainant —
and
Syva Modiah of the Same Place
Inhabitant Defendant —

The Humble of Petition of Anvoor Egapah
of Madras Washerman —

That your Petitioner being very Poor as
appears by affidavit herewith is by reason of such his
Poverty unable to Support a Petition by him filed the
last Court day to prevent the Sale of a House and Ground
the Property of your Petitioner which has been Seized by
virtue of a Writ of Execution Issuing from this
Honorable Court —

and therefore most humbly prays this Honble
Court will be pleased to admit him to Sup-
port the said Petition in Forma Pauperis
and your Petitioner as in duty Bound —
Shall ever Pray.

Filed 15th April 1794

In the Honble the Mayors
Court at Madraspatnam

Between Pinnapaukum arro-
nagoy Modelly of Madras
Inhabitant Complainant —
and
Syva Modiah of the Same
place Inhabitant Defendant —

The Affidavit of Anvoor Egapah of Madras
Washerman Petitioner

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 his
wearing and the Ground in dispute excepted. —

Sworn to in Court this 15th day
of April 1794 the Contents hereof
having been previously explained
to the Deponent by the Court Interpreter

The + mark of Anvoor Egapah

G. Taylor
Regr

John Mitchell
Gent. Ticketed
Attorney for Pltff

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15th day of April Anno Domini 1794—

Present

Henry Chickley Michell Esqr. Mayor
Andrew Ross — John Mitford and
Benjamin Roebuck — Aldermen
Ponnapaukum Annagerry Moodelly
and
Sywah Mootiah

Mr. George Pasley appears as Attorney for the Respondent—
Petition and Affidavit of the Petitioner Nuwaree Cyan-
-pah praying to be permitted to support his Petition in
Forma Pauperis Sworn to in Court read and filed this day
—Mr. George Pasley Attorney for the Respondent prays he
may be allowed one Week to Shew Cause against admit-
-ting the Petitioner in Forma Pauperis—Ordered Accordingly—

Filed March 8th 1788

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Cottrel Barrett of Madras Inhabitant That Ponnapah Moodelly Administrator to the Estate and Effects of John Sykes deceased Unadministered by James Johnson also deceased stands indebted unto Your Orator in the full and just sum of Eight hundred and forty five Pagodas, thirty two fa-
-nams and Sixty Cash Current money of Madras, Making in Sterling Money of Great Britain at the rate of Eight

thirty Eight Pounds Six Shillings and two pence or thereabouts as will more fully and at large appear by the Copy of an account hereunto annexed for the Inspection of this Honble Court and prayed by your orator to be taken as part of this his Bill of Complaint Your Orator Sheweth that on the Eighth day of January which was in the year of our Lord One Thousand Seven hundred and Eighty three he purchased by Public Outcry from James Johnson then administrator of John Sykes of Ground with five Small Gardens thereon situated in the High Street leading from the Esplanade to the Jail Gate and in that part thereof which is opposite to Macphues Caven's Garden measuring nearly from North to South on the East side ninety five feet and a quarter and on the west side ninety four feet and a quarter and from East to West on the North side Seventy Eight feet and on the South Side Seventy two feet and a quarter for the Price or Sum of Five hundred and forty Star Pagodas and Your Orator Sheweth that on the Eighth day of February in the said Year of our Lord One Thousand Seven hundred and Eighty three he paid unto the said James Johnson in part of the purchase Money the Sum of One hundred Pagodas as by the receipt of the said James Johnson Copy whereof is 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 may appear the Original whereof is in your Orator's possession and ready to be produced to this Honble Court when required and your orator further Sheweth that the said James Johnson did on the Seventeenth day of April in the aforesaid Year draw on Your orator for the Sum of Four hundred and forty Pagodas being the

Leatham of Madras Merchant which was immediately discharged by Your Orator as by the Copy of the said draft and the Receipt of Leatham and Mr Lentash whereunto annexed for the Inspection of this Honble Court may appear the Original whereof is in Your Orators possession and Ready to be produced to this Honble Court when Required Your Orator Sheweth that after the payment of the said Purchase money he frequently applied to the said James Johnson for the delivery of the Bill of Sale of the said Ground and was answered that he should have it as soon as the Honble Company gave Grants of Ground in lieu of the Ground taken in by Bill as by a Note of Your Orator to the said James Johnson and his Answer at the foot thereof Copies whereof are 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 may appear the Original whereof is in Your Orator's Possession and ready to be produced to this Honble Court when required and Your Orator charges that altho' the said James Johnson did not sign his name to the said Answer yet your is ready to prove the same to be his own hand Writing — Your Orator further Sheweth unto this Honble Court that he hath soon afterwards understood that the said Ground was not the part granted by the Honble Company but was a spot adjoining thereto purchased by the said John Sykes and your Orator further Sheweth that after the death of the said James Johnson Your Orator hath frequently applied to the said Ninapah Moodelly as administrator as aforesaid for a Bill of Sale of the said premises or to repay your Orator the Amount [illegible]

575

Dutchess &c. and may it please this Honble Court the said Ninapah Moodelly obstinately and willfully refuses to give the said Bill of Sale or pay your Orator the Amount principal and Interest of the purchase money as stated in the Account Current hereunto Annexed or to give Your Orator any other 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 ninapah Moodelly may upon it 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 repeated and particularly interrogated and that he may be directed to pay unto Your Orator the aforesaid sum of Eight hundred and forty five Star Pags thirty two fanams and sixty Cash with all such Interest as now is or shall hereafter become due thereon or otherwise to deliver up unto your Orator the said Godowns and premises in thereunto repair as when bought and to Execute a Bill of Sale thereof as also to pay the Interest of the aforesaid Principal Sum of Five hundred and forty Pagodas by way of rents of the said Premises for the time they were so purchased and paid for by your Orator, as your Orator that never been able to repair let or sell the same for want of a Bill of Sale or Title thereto and that the said Ninapah Moodelly may be decreed to pay all Costs of Suit —

May it please this Honble Court to Cause the said ninapah Moodelly as Administrator as aforesaid to be —

Cash paid this day to James Johnson the Administrator Attorney of Nimapah Moodelly deceased for the House Court & Premises

To the Land appertaining to the House Court & Premises and Piece of Ground for the Horse Court purchased and of the Land and Piece of Ground for the Horse Court purchased and of the Premises Sold and Rent to Purchaser this Day Rupees

Bill of Complaint and further to Hand to said Court

Said Order and Decree to this Hon'ble Court

Madras 8th March 1788

Pagodas

Said Order and Decree to this Hon'ble Court

Madras 8th March 1788

Pagodas

Nimapah Moodelly administrator to the Estate of John Sykes deceased Unadministered by James Johnson also deceased in Account with Ottiwell Burrett ..... Cr.

1787.

Dec. 23. By Ballance 845.32.60

To Cash paid this day to James Johnson then administrator of John Sykes being part of the purchase money of a Spot of Ground with five small Godowns thereon Situate in the High Street leading from the Esplanade to the Jail Gate for which no Bill of Sale of the premises has been delivered time as yet altho' I frequently applied to James Johnson and Nimapah ..... 100 - -

To D.o by draft of James Johnson in favour of Messrs. Latham & Mackintosh being in full of the Ballance of the principal money as p.r draft ..... 440 - -

To Interest on the above Sums from their respective dates at 12 p.r Cent —

	Yrs.	Mos.	Ds.		
One Pag.a 100 for	4	10	15	58.21-	
440	4	8	6	247-11-60	305.32.60
				Pagodas	845.32.60

Madras Dec.r 23.d 1787.

Pagodas 845.32.60

Ottiwell Burrett

a true Copy

Popham

Received of Mr. Cottrell Barrett One hundred Star Pagodas in part of the purchase Money for a Piece of Ground belonging to the Estate of Mr. John Sykes deceased, but such payment has been made under and Subject to the Terms of the Advertisement published previous to the Sale thereof —

8th February 1783 —

James Johnson

Fort St. George 17. April 1783 —

Sir

At Sight please pay to Mr. John Leatham or Order the Sum of four hundred and forty Star Pagodas for Value received —

I am Sir

Your Most Obt. Servt.

James Johnson

Mr. Cottrell Barrett

Rs. 443 Pags.

Cottrell Barrett

Received the Contents this day 21 day of April 1783

Leatham & Mackintash

James Johnson Esqr.

Sir

You will Oblige much in sending me the Bill of Sale as soon as You possibly can —

June 26th 1783 —

Cottrell Barrett

I shall be at as soon as possible but the Comp.y have not Yet issued Grants —

True Copy

Popham

Filed the 27th May 1788 —

The Answer of Nincapakam Hoo-delly Administrator to the Estate and Effects of John Sykes Deceased Administered by James Johnson also Deceased Defendant to the Bill of Com-plaint of Cottrell Barrett of Madras Inhabitant Compltt

This Defendent now and at all times hereafter saving and Reserving to himself all and all Man-ner of Benefit and advantage of Exception to the many Errors Untruths Uncertainties insufficiencies and imper-fections in the said Bill of Complaint contained for answer thereunto or unto so much thereof as this De-fendant is advised doth materially concern him to make answer unto This Defendant answereth and saith that he denies to stand indebted, because he doth not believe the Estate of the said John Sykes to be indebted unto the said Complainant in the Sum of Eight Hundred and forty four Pagodas thirty two Fanams and Sixty Cash — Current Money of Madras, But on the Contrary saith because he hath Reason to believe that the said Cottrell Barrett doth Stand justly and truly indebted unto this Defendant as Administrator as aforesaid in the Sum and just Sum of Four hundred and Sixty Pagodas with

Interest thereon or of some other Balance of Account due upon
the purchase of the premisses Mentioned by the Complai-
nant to have been sold by him by the said James Johnson,
being the property of the Estate of the said John Sykes
Deceased, But which this Defendant hath not as yet
been able to ascertain for want of Memorandums or
Books of which the said James Johnson did not keep any Re-
gular Journal or Account of the Estate of the said John
Sykes — This Defendant saith that he believes that the
said Complainant might have purchased from the
said James Johnson a Spot of Ground and premisses
situated in the Manner by him setforth, But this
Defendant cannot take upon himself to acknowledge
that the said Complainant did purchase the said Ground
and premisses for the Sum of Five hundred and forty
Pagodas particularly or for any other Sum or Sums of
money, altho he acknowledges that the Complainant
did pray unto the said James Johnson on Account
of the purchase thereof the sum of One Hundred
Pagodas under the date of the Eighth day of February
One thousand Seven hundred and Eighty three for
which the Complainant hath produced a Copy of a Receipt from
the said James Johnson, which Receipt is very particular,
and the payment of the money in question is specially
declared to be subject to the Terms of the advertise-

terms the Complainant should have shewn, that he had complied,
by particularly setting forth what such terms were and his
having conformed thereto, whereby this Defendant would
have been informed what the terms of purchase and Sale
of the premisses were, of which he declares himself to be
at present totally ingnorant, and this Honble Court would
be thereby enabled to determine on the performance or failure
of the Complainant therein And this Defendant saith that
he is totally unacquainted with the transaction setforth by
the Complainant wherein the Complainant pretends that
the said James Johnson did draw on him a Bill for the Sum
of Four hundred and forty Pagodas as the Balance of the
said purchase in favor of John Leatham of Madras Merchant
and this Defendant saith that the said money might have
been on Account of some other concern or Negotiation between
the Complainant and the said James Johnson for any thing
that this Defendant knoweth to the Contrary or doth believe
because if the said Sum of Four hundred and forty Pagodas
was so paid by the said Complainant as the Balance of the
said purchase money of the said premisses and not for
some other private Account, the Complainant would certain
ly have insisted upon a Receipt in full from the said James
Johnson as Administrators of the said John Sykes, expressing
the Consideration for which the said money was paid and
received, otherwise this Defendant is advised that even if
the said Sum of Four hundred and forty Pagodas was actu-
ally paid to the said James Johnson by the said Complai-

been paid on Account of the said Estate, but on the said James Johnson's private Account, in the like Manner as the same appears, and as the same would naturally be judged to be upon an inspection of the said Draft or Bill, and the Complainant cannot be lawfully allowed to make a Demand on the Estate of the said John Sykes, without he can produce good and sufficient proof of the said John Sykes having been indebted to him in his life time, and this Defendant is likewise advised that the said James Johnson cannot lawfully incumber the Estate of the said John Sykes with any fresh Debt, consequently any transaction between the Complainant and the said James Johnson in their private Capacities, cannot nor ought not to be brought to the Account of the said Estate of the said John Sykes — And this Defendant is inclined to believe that the said transaction if it had had any relation to the Estate of the said John Sykes, would have been so described to be, either in the Draft for the said Money, or by the Receipt for the same on that Account, and that the Complainant by such payment had complied with the Terms of the Artiesment published previous to the sale But as the matter now is made to appear by the Complainant the payment of the said Money can only be allowed as so much Received by the said James Johnson on his own private Account, for if it not allowed to be on his Account, the same may with equal propriety or indeed probability be charged to any other Account, so as to Debit any other person for the same with whom the said James Johnson had in his life time any Accounts

in this instance, by the confused State of the said John Sykes Estate and which was rendered still more so by the said James Johnson not keeping Accounts of his Administration thereof, and also by his having known, from the possession of the said James Johnsons Estate, to which he is also Administrator, that the Complainant and the said James Johnson formerly had private Concerns and dealings together, and did therefore conjecture that the said payment of the Four hundred and forty Pagodas was also a private transaction, and had no more Relation to the Estate of the said John Sykes than it appears to have — And this Defendant saith that it doth not appear likely that the said Complainant should pay the full purchase money without receiving an acknowledgement or Receipt expressive thereof or undertaking to deliver the Bills of Sale of the premisses — And this Defendant saith that a Bill of Sale of part of the premisses is now in this possession, which he saith did not therefore depend upon the Governor and Council issuing out their Grants in behalf of the Company, which was a Choultry Bill of Sale for the greatest part of the Ground from Vengapanchum Condapah, To Wit for Five Thousand Nine hundred and Seventy Superficial Square feet which Bill of Sale would have been demanded and have been delivered if the Complainant had been entitled thereto, and this Defendant is further confirmed in his belief that the said Complainant is not entitled to the said Bill of Sale or the Sum of money he demands as having been paid in lieu thereof Because the said James Johnson did Sell at the same time as this Defendant hath been informed two Small Houses and

Venicatavoyalou to whom he delivered the title Deeds thereof upon receiving the purchase money for the same.

And this Defendant saith that many purchases and Sales have taken place of Grounds for which a Company's Ground was not at that time had, in like manner as part of the Ground in question, given in lieu of Ground appropriated by the Company for the enlargement of the Esplanade for which the Seller has made over the Right he had thereon, in Order to give the purchaser the Right to claim the Grant and possess it when issued.

And this Defendant saith that the Complainant ought to have furnished this Defendant with such proofs as were necessary to justify this Defendant to deliver up the Bill of Sale in his possession of part of the Ground pretended to have been paid for by him to the said James Johnson as administrator of the Estate of the said John Sykes, and to passing over to him the Right which the said John Sykes had in the remaining Ground, for which there is not a Bill of Sale or Grant from the Company; which if he had done as this Defendant did frequently demand of him to do, he would have saved this Defendant a deal of trouble and himself the expense of Litigating the Same because the Complainant must ultimately prove his Right to entitle himself to the possession of the said premisses or be answerable to this Defendant for the use and Rent thereof for so long a time as he has the

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

Neneapha Administrator
of John Sykes

Wm DeRieux
Atty Defendt

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

Ranganandoom
Interpreter

Malabar

Filed 2d Sept. 1783

The Replication of Cattrell Barrett of Madras Inhabitant to the Answer of Nenapah Moodelly Administrator of the Estate and Effects of John Sykes deceased Unadministered by James Johnson dec.d deceased.—

This Repliant now and at all times hereafter waving and reserving unto himself all and all manner of benefit and advantage of Exception to the many Errors 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 are good true certain and sufficient in the Law to be answered unto in such manner and forme as the same are therein and thereby sett forth and alledged and that the 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 time saved unto this Repliant he for further Replication saith that he does still mentioned and supposed that the said Defendant stands justly and truely indebted unto this Repliant in the full and just Sum of Eight hundred and forty five Pagodas thirty two fanams and Sixty Cash as the same is justly and truly stated by this Repliant in his Bill of Complaint and in the Account thereunto annexed together with all the Interest growing due thereon Notwithstanding what the said Defendant has alledged in his said Answer

as aforesaid in the Ballance of Four hundred and forty Pagodas as Stated in the defendants answer for the Spot of Ground bought by this Repliant from the said James Johnson now did the said defendant ever make mentioned of such demand altho this Repliant hath often applied to him for the Bill of Sale of the said Premises and for further Replication this Repliant saith that the defendant was present at the Sale of the said Premises and therefore he must recollect for what sum of money this Repliant Purchased the said Premises, the Defendant knows that the Premises were bought by this Defendant on the eighth day of January One thousand seven hundred and Eighty three for the sum of Five hundred and forty Pagodas in part payment whereof this Defendant paid One hundred Pagodas on the Eighth day of February, One month after the Sale of the said Premises, according and Subject to the terms of the Advertisment Published Previous to the Sale thereof as by the Receipt of the said James Johnson Copy whereof is annexed to this Repliants Bill of Compliant may appear which terms of Sale this Repliant doth not pretend to recollect at this time but he supposes them to be the same which are usual in all sales of Estates Effects namely that a certain Percentage is Paid down and the rest is agreed to be paid at a certain future day and if the Purchaser should make default therein then the Estates Effects in question are to be put up again to Sale and the Purchaser to pay any deficience which may happen This Repliant saith that the Balance of four hundred and forty Pagodas was Paid on the Seventeenth day of

thereof annexed to this Repliants Bill of Complaint may appear and therefore the defendant cannot pretend that the said Ballance is still due by this Repliant to the Defendant as Administratrix as aforesaid and as to the Pretence of the Defendant that the said Sum of Four hundred and forty Pagodas might have been paid on account of some other Concern or Negociation between the said James Johnson and this Repliant this Repliant Solemnly Declareth that he never had any other dealings or Concerns with the said James Johnson save and except the Purchase of the Premises aforementioned and had this Repliant any Privat Concerns and dealings with the said James Johnson the same would appear by the Books and papers of the said James Johnson which the Defendant might easily prove as being in possession of such Books and papers This Repliant further saith that his reason for not taking a Receipt from the said James Johnson in full for the Purchase of the said Premises was that this Repliant was in daily expectation of the Bill of Sale from the said James Johnson but immediately after his death this Repliant applied to the Defendant and explained to him the whole transaction that passed between this Repliant and the said James Johnson This Repliant further saith that during the life time of the said James Johnson he as well as others thought that the said Premises were granted by the Honble Company in lieu of the Ground taken in Clay hill because they assigned to another spot belonging to the Honble Company as appears by the Answer of the said James Johnson to the Letter of this Repliant annexed to this

part of the Ground belonging to Sanquequakum Cundepah and that the Bill of Sale was in the possession of the said James Johnson for had he known so he would have delivered the same unto this Repliant without any hindrance or dispute whatever and as to that part of the Answer wherein it says that the said James Johnson did sell at the same time two houses and Grounds the Property of the said John Sykes unto one Venecataroy to whom he delivered the Title deeds thereof upon receiving the money for the same, this Repliant saith he hath been informed that the above is entirely false and he is ready and willing to prove that the said Venecataroy too never had any Bill of Sale during the life time of the said James Johnson and if he has any he must have received the same since the Death of the said James Johnson — This Repliant further saith that he has often demanded of the said James Johnson the Bill of Sale of the said Premises and was put off by him from time to time with an Excuse that it would be more right on him to give a Bill of Sale when he had obtained a Grant from the Honble Company which was expected daily — This Repliant further saith that even after the death of the said James Johnson This Repliant made the defendant Acquainted with the whole Transaction and hath often demanded of him the Bill of Sale of the said Premises on producing the two Receipts of the said James Johnson and this Repliant was always ready and willing to give any other proofs in support of this Repliants Claim had the Defendant required any but the Defendant instead of coming to an amicable

further saith that by the defendants answer he hath repeatedly contradicted himself for in one part he says that this Repliant might have purchased the premises in question from the said James Johnson he afterwards saith he cannot take upon himself to acknowledge same in the next line he acknowledges that this Repliant paid One hundred Pagodas on account of the purchase thereof This Repliant in Reply to the Argument of not having a right to Claim any money from the Estate of John Sykes unless he can prove his being a Creditor of John Sykes in his life time saith that he demands the money from the Estate of John Sykes unadministered by James Johnson and now in the defendants possession the said Estate having incurred the debt in question now due to this Repliant during the administration of such Estate by the said James Johnson and therefore since the death of the said John Sykes —

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 —

Popham
Attorney for Compt.t

Filed the 21st Oct.r 1788

Rejoinder of Ninapah Modelly Administrator to the Estate and Effects of John Sykes Deceased unadministered by James Johnson Deceased — Defendant to the Replication of Cottrell Bairath Complainant.

of Benefit and advantage of Exception to the many untruths
Errors uncertainties insufficiencies and Imperfections in
the said Replication contained for Rejoinder thereunto saith
that all and Singular the matters and things in this
Defendant Answer to the Repliants Bill of Complaint
set forth are good true Certain and Sufficient in the Law
to be Replied unto in such Manner and forme as the same
are therein and thereby alledged and Setforth, and that
the said Replication is many untrue evasive and Insuf-
ficient in the Law. And for further Rejoinder to the said
Replication this Defendant saith, that he cannot ad-
mit for the Reasons already in his Answer given, that
he is indebted unto the Repliant, as Administrator of
John Sykes Unadministered by James Johnson, in the
Sum of Eight hundred and forty five Pagodas thirty two
Fanams and Sixty Cash or in any other Sum or Sums of
Money whatsoever, and that it rather appears that the
said Repliant is indebted unto the said Estate in the Sum
of Four hundred and forty Pagodas as in the said Answer
state and Setforth.

And this Defendant saith that the
backwardness of the Repliant to give this Defendant that
satisfaction respecting his having purchased the premisses
in dispute and paid for the same in the manner that he
has charged, at the frequently thereto required by this Defen-
dant, hath been entirely the Reason

Repliant had purchased the premisses in dispute, he ought to have
demanded from this Defendant a Bill of Sale thereof after ha-
ving proved purchase and payment for the same But this Defen-
dant saith that his demanding the payment of the Sum of
money he pretends to have paid on that Account, and that,
upon such uncertain Grounds is quite absurd, because the
utmost of the Repliants demand could not extend further, than
to demand a Bill of Sale, and that the Repliant should de-
mand Interest on the said pretended Sum is still more
absurd, because he hath during all the time since the day
he acknowledges to have purchased the said premisses in dis-
pute, been in full possession thereof.

And this Defendant saith that under these
Uncertainties of the premisses from the obstenacy of the Re-
pliant to satisfy him respecting the same and the Confu-
sed State in which the said James Johnson did leave all the
affairs of the said John Sykes have laid a Duty upon him
as administrator of their several Estates to be carefull and
cautious in admitting of any demands upon either, this
Defendant therefore hopes that he shall be justified therein
and requiring that the Repliant will give every Satisfac-
tion before this Honble Court, which he hath refused out
of it.

And this Defendant saith that he hath by
Chance discovered a draft of the said James Johnson upon
Francis Jourdain late of Fort Saint George in favor of the
Repliant for the sum of Six Hundred and thirty five

Replicant hath alledged that he Never had had any dea-
-lings or concerns with the said James Johnson except
the pretending One in question the Original whereof
being ready to be produced if required

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 as in and by his said Answer he hath al-
-ready prayed

Thy DuPuy
Atty Defts

Madras 3d Octr 1777

At Seven days Sight pay Mr Barrett or Order Sixhun-
-dred and thirty five Pagodas twenty Six fanams and
ten Cash, Value in Account

James Johnson

635 26 10

To Francis Jourdain Esqre

F Jourdan

3. Octr 1777.

Recd the Contents

Cottrell Barrett

true Copy

Thy DuPuy

39

Intervogatories to be Adminis-
-tered to such Witnesses as shall be pro-
-duced sworn and Examined in a Certain
cause now depending and at Issue
in the Honble the Mayors Court
at Madraspatnam wherein Cot-
trell Barrett of Madras Inha-
-bitant is Complainant and
Nineapah Moodely administra-
-tor to the Estate and Effects of
John Sykes Deceased Unadmi-
-nistered by James Johnson
also Deceased is Defendant

On the Part and Behalf of the Complainant

To all the Witnesses ... 1st ... Do you know the Parties Complai-
-nant and Defendant in the title of these Interogatories
named or either and which of them If yes how long have
you so known them or either and which of them Declare

To Domingo Johnson and Gooroomorty Jayah ... 2d ... Are You or are You not well Ac-
-quainted with the hand Writing of James Johnson late dece-
-ased If yes Look at the Paper Writing now produced and Shewn
to you at this the time of your Examination marked B Pur-
-porting to be a draft signed by the said James Johnson, Is
or is not the Signature "James Johnson" thereunto set and
subscribed the proper hand Writing of the said James Johnson
Look also at the Paper Writing marked C Purporting
the Complainant to the said James John-

answer thereunder Writing the proper hand Writing of the said James Johnson —

To Gruesipaik ... 3d ... Were you or were you not a Cryer in the year of Christ One Thousand Seven hundred and Eighty three If yea did or did not James Johnson late of Madras deceased Put up at Outcry a Spot of Ground with five small Godown Thereon situate in the high treet leading from the Esplanade to the Jail Gate and in that part thereof which is opposite to Mauphus Cawn's Garden the property of John Sykes deceased — if yea Was or was not the Complainant the highest bidder thereof and were or were not the said Premises sold for five hundred and forty Pagodas or any other and what sum to the Complainant or where else and was or was not the Defendant Ninneapah Present at the Sale of the said Premises — Declare —

To Domingo Johnson ... 4th ... Were you or were you not Emplied as a Writer with James Johnson late of Madras deceased — If yea when and how long did you continue in his Service — Were you or were you Not Present at the time when the said James Johnson did put up at Outcry a Spot of Ground with five small Godowns thereon situate in the High street leading from the Esplanade to the Jail Gate and in that part thereof which is opposite to Mauphus Cawn's Garden the Property of John Sykes deceased — If yea Was or was not the Complainant the highest bidder thereof and were or were not the said Premises sold for five hundred and forty Pagodas or for any other and what

Johnson the whole or any part of the said sum of Five hundred and forty Pagodas — Had the Complainant during your Compliment with the said James Johnson any other dealings or Tranactions with the said James Johnson save and except the purchase of the said Premises — If yea relate the whole that you know respecting the said matters according to the best of your knowledge remembrance and belief —

To Diddy Vana-tachellum Naidoo ... 5th ... Were you or were you not Dubash to the late James Johnson deceased — If yea How long did you continue in his Service — Do you or do you not know that the Complainant did purchase at Public Outcry a Spot of Ground with five small Godowns thereon situate in the high street leading from the Esplanade to the Jail Gate and in that part thereof which is opposite to Mauphus Cawn's Garden the property of John Sykes deceased for five hundred and forty Pagodas or what other sum and did not the Complainant Pay unto the said James Johnson the whole or any part of the said sum of Five hundred and forty Pagodas — Relate the whole that you know respecting the said Premises According to the best of your knowledge remembrance and belief

To Ditto ... 6th ... Did or did not James Johnson in his life time sell to your Brother Venatasaylee the Head Dubash of the said James Johnson and since Deceased two Houses and Grounds the Property of John Sykes deceased — If yea did the said

did your Brother or Did he not Receive the same after the death of the said James Johnson Declare.—

To all the Witnesses 4th Do you know of any other Matter or thing or have you heard or can you set forth any thing touching the Matter in Question in this Cause that may tend to the benefit or advantage of the Complainant If Yes declare the same as you know have heard or do believe together with Reasons of such your belief as if you had been thereunto particularly Interrogated.—

Popham
att.y for Complainant

Received of Mr. Cottrell Barrett one hundred Star Pagodas in part of the purchase Money for a Piece of Ground belonging to the Estate of Mr. John Sykes deceased, but such payment has been made under and Subject to the Terms of the advertisement published previous to the Sale thereof.—
8th February 1783.

James Johnson

Fort St. George 17th April 1783

Sir

At Sight please pay to Mr. John Leatherm or Order the Sum of four hundred and forty Star Pagodas for value Received—

Mr. Cottrell Barrett

I am Sir
your most obed.t Serv.t
James Johnson

Cottrell Barrett

F. 440. Pag.

Received the Contents this day 21st day of April 1783.—

Leatherm & Mackintosh

This Exhibit marked B was shewn to Domingos Johnson at the time of his Examination before Mr. Joseph Shawe late Examiner — on the Part of the Complainant In a Certain Cause now depending in the Hon.ble the Mayors Court at Madraspatnam wherein Cottrell Barrett of Madras Inhabitant is Complainant and Ninnapah Moodely Administrator to the Estate and Effects of John Sykes deceased unadministered by James Johnson also deceased is Defendant was on the 27th day of August Anno Domini 1789.

Tho.s Barry
Regr.

Sir.

You'll Oblige me much in Sending me the Bill of Sale as soon as you possibly can —
June 20th 1783.

Cottrell Barrett

It shall be sent as soon as possible, but the Copy have not yet issued Grants —

This Exhibit marked C was shewn to Domingos Johnson at the time of his Examination before Mr. Joseph Shawe the late Examiner — on the Part of the Complainant now depending in the Hon.ble the Mayors Court at Madraspatnam wherein Cottrell Barrett of Madras Inhabitant is Complainant and Ninnapah Moodelly Administrator to the Estate and Effects of John Sykes deceased unadministered

Mayors Court at
Madraspatnam

Between Cottrell Barrett of Madras Inhabitant Complainant & Nineapah Moodelly Administrator to the Estat & Effects of John Sykes deceased Unadministred by James Johnson also deceased Defendant

On the Part of the Complainant

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

Domingo Johnson Writer of Madras Aged thirty years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the twenty Seventh Day of August One Thousand Seven hundred and Eighty Nine Signified at the Office of Mr Henry Dibby who is attorney for the Defendant by one of my Servents who also left him a Note of the Name Title & Place of Abode of the said Deponent and afterwards of the same Day being Sworn and Examined Deposeth as follows

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Cottrell Barrett in this Cause, and that he hath so known him Eight Years or thereabouts & that he doth know the Defendant Nineapah Moodelly in this Cause, and that he hath so known him fifteen Years or thereabouts — and more he saith not to this first Interrogatory

2d ..... To the Second Interrogatory this Deponent saith that he

the paper writing now depending & Shewn to him at this the time of his Examination Marked B, purporting to be a draft signed by the said James Johnson & says that the Signature "James Johnson" thereunto set & subscribed is the proper hand writing of the said James Johnson this Deponent hath also looked at the paper writing Marked C, purporting to be a Note from the Complainant to the said James Johnson & an answer at the foot thereof — & says, that the answer thereunder written is the proper hand writing of the said James Johnson — and more he saith not to this second Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, that he was employed as a Writer with James Johnson late of Madras deceased — & further saith, he entered into the service of the said James Johnson in the Year One Thousand Seven hundred and Eighty two, and continued till the year One thousand Seven hundred and Eighty three. This Deponent saith, that he was present at the time when the said James Johnson did put up at outcry a Spot of ground with five small Godowns thereon situated in the high Street leading from the Esplanade to the Jail Gate, & in that part thereof which is opposite to Mauphus Cawn's Garden the property of John Sykes deceased — & further saith, the Complainant was the highest bidder thereof — & that the said premisses sold for five hundred & forty Pagodas to the Complainant. This Deponent saith, that he doth not know whether the Complainant did pay unto the said James Johnson the whole

saith, that to the best of his knowledge the Complainant during this Deponents employment with the said James Johnson, had no other dealings or Transactions with the said James Johnson, save and except the purchase of the said premises — and more he saith not to this or to the last Interrog.

Joseph Shawe

Domingos Johnson

Mayors Court at
Madraspatnam

Between Cottrell Barrett of Madras Inhabitant Complainant & Neveapchak Modelly Administrator to the Estat and Effects of John Sykes deceased Unadministred by James Johnson also deceased Defendts

On the Part of the Complainant

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

Diddy Vencatachellum Naidoo Dubash of Madras Aged Eighteen years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the twenty sixth day of August One Thousand Seven hundred and eighty Nine Sworn & Examined at the Office of Mr Henry Dubry who is attorney for the Defendant by me Jonny Servant said Deponent and afterwards on the same day being sworn

doth know the Complainant Cottrell Barrett in this cause, and that he hath to known him three years or thereabouts & that he doth know the Defendant Neveapah Modelly in in this Cause, and that he hath so known him four or five years — and more he saith not to this first Interrog.

5th To the fifth Interrogatory this Deponent saith, that he was not Dubash to the late James Johnson deceased but that his deceased Brother Deddy Vencatacharyloo was Dubash to him — & further saith, that he never was in the Service of the said James Johnson but that his said Brother served him for the Space of five Years This Deponent saith, that he doth not know if the Complainant did purchase at Publick Outcry a Spot of ground with five small Godowns thereon situated in the high Street leading from the Esplanade to the Jail Gate, and in that part thereof which is opposite to mauphis — Cawn's Garden, the property of John Sykes deceased for five hundred & forty Pagodas or what other sum but that he hath heard that the above mentioned ground & Godowns did belong to the Complainant — & further saith, that he doth not know whether the Complainant did pay unto the same James Johnson the whole or any part of the said sum of five hundred & forty Pagodas — & more he saith not to this fifth Interrogatory —

6th To the Sixth Interrogatory this Deponent saith, that the said James Johnson in his life time did sell to his Brother Venatacharyloo the Head Dubash of the said

Grounds the property of John Sykes deceased — & further saith, that the said James Johnson did never grant this deponent any Bill of Sale of the said premises, & says, that the reason why the Bill of Sale was not granted to him was owing to his never having had any transactions with the said James Johnson — nor does this Deponent know whether a Bill of Sale was granted to his deceased brother or not — and more he saith not to this or to the last Interrogatory —

Joseph Shawe

Esr

Interrogatories to be administered to such Witnesses as shall be produced, sworn and Examined on the Part & Behalf of the Defendant in a certain Cause now pending in the Hon^ble the Mayor's Court at Madrasspatnam; wherein Cottrell Barrett is Complainant; and — Ninapah Modelly, Administrator to the Estate & Effects of John Sykes deceased & Defendant.

On the Part & Behalf of the Defend^t

To all the Witnesses } 1. Do you, or do you not know the Parties Complainant & Defendant in this Cause, and in the Title of this Interrogatories named? If yea — how long have you known them, or either of them? Set forth & declare —

To Domingos Johnson & Butchanna Naick } 2. Look upon the Bill of Exchange now produced & Shown to You, at this the time of this Examination marked A. Do you, or Do you not know, whether the said Bill of Exchange, so Cut & Red, purporting to be a Bill of Exchange from James Johnson, in favor of Cottrell Barrett, for Six Hundred & Thirty Five Star Pagodas, Twenty Six Fanams, Ten Cash, be or be not in the proper Hand Writing of James Johnson, whose Name is affixed thereto? Look also on the Receipt of the foot thereof — & declare what and all you know of the same. Are you, or are you not acquainted with the Hand writing of Francis Jourdan, or Cottrell Barrett, whose names are also subscribed on the said Exhibit? Say — Do you, or do you not believe, the names there, & so subscribed, to be of the proper Hand Writing of the said Francis Jourdan, or Cottrell Barrett — of Both, or either of Them, or whom of Them, or of any & what Persons, otherwise? Declare fully & at Large all & every Matter you know Relative to, or in any ways touching or concerning the same —

To Domingos Johnson & Naiadoo — } 3. Do you, or do you not know any thing Re-

to the Goal Gate, opposite to mauphus Cawns Gardens? If yea — Say what you know of the same, and at what time it happened what also you know of the Terms & Conditions of Sale & who the Purchaser of the said Godowns & Ground, at such Outcry, was. Do you, or do you not know of any Possession having been taken of the said Godowns & Grounds as aforesaid. If yea — By whom? & at what time the same was so taken? are you, or are you not acquainted with the Godowns having been cleared & put in Order after the said Outcry? If yea — By whose Direction & at whose Request was the same done, and when? Do you, or do you not know of any, & other Quantity of Bricks, & other Materials being & standing on the Premisses at the time of such Outcry. If yea — were or were not the same Removed? By whom? & by whose Orders — & where to conveyed, & at what time? Do you, or do you not know, whether the said Godowns or Ground have since been rented out? If yea, to what Persons, & by — whose Authority? & whether any Rent has been paid & received for the same? If yea — Do you, or do you not know to whom the said Rent has been paid, & — who has granted & given Discharges or Acquittances for such? Answer to all the foregoing Particulars to the best of your Belief & Conscience. —

Diddy Venatachella Naick & Chinnudoo } 4th Did you, or did you not know Diddy Venatarayalo in his Life time? when & how long were you acquainted with the said Deceased? And in what degree of Relationship do you or either of you

by the said Deceased, at an Outcry of Part of the Estate & Effects of the late John Sykes, situate in High Street, leading from the Esplanade to the Goal Gate, opposite to Maupheus Cawns Gardens. If yea — By whose Authority was the said Outcry made, & at what time? And do you, or do you not know anything of the Terms or Conditions on which the said Purchase was concluded? & if any, & what Bill of Sale was handed over in Consideration of the Purchase-Money? If yea — By whom was the same handed over — & whether and & what Promise was made at the time of handing over the same? Do you, or do you not know of the Sale of Five Godowns & certain Piece of Ground — adjoining to the said Premises? If yea — when & to whom were they sold? & under what Conditions? or whether they were, or were not sold at the said with the Houses, purchased by the said Venatarayalo deceased — or under the said Stipulation — or how otherwise?

To all the Witnesses } Do you know, or can you say any other Matter or Thing material for the Defendant 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. —

Samuel
Atty for Defendant

Mayors Court at
Madraspatnam

Between Cottrell Barrett
is Complainant and Ninapah
Modelly Administrator
to the Estate and Effects of
John Sykes deceased unadmi-

also Deceasd 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

Domingos Johnson Writer Inhabitant of Madras Aged Thirty three years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the Eleventh day of April One Thousand Seven hundred and Ninety three signified at the Office of Mr. Stephen Popham who is attorney for the Complainant by Casawah my Servent who also left him a Note of the Name title and place of abody 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 Cattrell Barrett in this Cause and that he hath so known him fifteen years or thereabouts & that he doth know the Defendant Ninapah Moodelly in this Cause and that he hath so known him Twenty one years and more he saith not to this first Interrogatory

2nd ..... To the Second Interrogatory this Deponent hath looked at the bill of Exchange now produced and Shewn to him at the time of his Examination Marked A. and says that he doth know that the said bill of Exchange so exhibited purporting to be a Bill of Exchang from James Johnson in favore of Cattrell Barrett for Six hundred and thirty five Pags at twenty six fanams and ten Cash is in the proper hand Writing of James Johnson whose name is affixed thereto This Deponent hath looked at the [illegible]

of the said Francis Jourdan and Cattrell Barrett whose Names are also set and subscribed in the said Exhibit and says that he believes the Name therein so subscribed to be of the proper hand writing of the said Francis Jourdan and Cattrell Barrett and more he saith not to this second Interrogatory

5th ..... To the third Interrogatory this Deponent saith that he doth know of an Outcry of Five Godowns and a certain piece of Ground situated in the High Street leading from the Esplanade to the Goal Gate opposite to Mapheus Kaivns Gardins — and that the same were put up to outcry some time in the Months of January or February One Thousand seven hundred and eighty three but this Deponent saith that he doth not recollect the terms and conditions of sale This Deponent saith that the said Grounds and piece of Ground were purchased by the Complainant at such outcry and that he took possession thereof immediately after the sale — this Deponent saith that he is acquainted with the Godowns having been cleared and put in order immediately after the said outcry and that the same was done of Mr. James Johnson in the title of this Interrogatory named — this Deponent saith that there was a quantity of Bricks and other Materials lying and standing on the Premises at the time of such outcry — and that the same were removed — but this Deponent saith that he doth not recollect by whom or by whose orders or were to conveyed — this Deponent saith that he doth not know whether the said Godowns and Ground have or have not been since rendered out — and more he saith not to this or to the last Interrogatory

Tho. Parry — Domingos Johnson

Mayors Court at
Madraspatnam

Between Cottrell Barrett
is Complainant and Ninapah
Moodelly Administrator to the
Estate and Effects of John Sykes
deceased Undministered by James
Johnson deceased Defendant—

On the Part of the Defendant.

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

Chinnadoo Servingly Inhabitant of Madras Aged fifty Years or there-
abouts being produced as a Witness in this Cause on the Part of the Deponent
was on the fifteenth day of April One Thousand Seven hundred and Ninety-
three 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 and place of abode of the said Deponent and afterwards on the
same day being Sworn and Examined deposeth as followeth—

To the first Interrogatory this Depoment saith that he doth
know the Complainant Cottrell Barrett in this Cause and
that he hath so known him fifteen Years or thereabouts
and that he doth know the Defendant Ninapah Moodelly
in this Cause and that he hath so known him Twenty
five Years and more he saith not to this first Interry.

To the third Interrogatory this Depoment saith that he doth
know of an Outcry of five Godowns and a Certain piece of
Ground situated in the high Street leading from the

One Thousand seven hundred and eighty three— This Deponent
saith that he doth not know of the terms and conditions of sale
but says that Mr. Barrett the Complainant was the person
who purchased the said Godowns and Ground at the said Outcry
this Deponent saith that the Complainant did take posses-
sion of the said Godowns and Ground soon after they were
purchased by him this Deponent saith that he is acquainted
with the Godowns having been cleared and put in order—
after the said Outcry and that the same was done by the
direction of James Johnson in the title of these Interrogatories
named at the request of the Complainant This Deponent
saith that he doth know of certain Bricks and Materials being
and standing on the Premises at the time of such Outcry—
were removed by the Complainant by the order of the said
James Johnson and carried to the House of the Complainant
about a fortnight after the Outcry before mentioned took
place This Deponent saith that he doth know that the said
Godowns have since been rented to a Gentleman / who this De-
ponent does not know / and the Ground to Shopkeepers but
he doth not know their Names, by the authority of the Complai-
nant this Deponent saith that he doth not know whether
any Rent has or has not been paid or received from the Go-
downs but this Deponent saith that he hath heard that
Rent has been paid for the Ground by the shopkeepers above-
mentioned to the Complainant this Deponent saith that
he doth not know who hath granted or given discharges
or acquittances for such Rent and more he saith not to this

knows Diddy Venatarayalu also in his life time and that he was acquainted with the said deceased from the year One Thousand Seven hundred and twenty five to the time of his death this Deponent saith that he was not related to the said deceased — this Deponent saith that he doth know of a purchase made by the said deceased of an Outery of part of the Estate and Effects of the late John Sykes situated in High Street leading from the Esplanade to the Goal Gate opposite to Mapheus Caun's Gardens this Deponent saith that the said Outery was made by the authority of Mr James Johnson in the title of these Interrogatories named some time in the Year One Thousand Seven hundred and eighty three — this Deponent saith that he doth not know any thing of the terms or Conditions on which the said purchase was concluded — this Deponent saith that a Poultry Bill of Sale was handed over by the said James Johnson in Consideration of the purchase Money but this Deponent saith that he doth not know whether any promise was made at the time of handing over the said bill of Sale this Deponent saith that he doth know of the sale of five Godowns and a certain piece of Ground adjoining to the said Premises and that they were sold in the Year One Thousand Seven hundred and eighty three to the Complainant this Deponent saith that he doth not know on what Conditions but that they were sold at the same time with the House purchased by the said Venatarayalu deceased but this Deponent saith that he doth not know under what stipulation & more he saith not to the last Interrogatory

Mayors Court at
Madraspatnam

Between Cottrell Barrett Complainant and Ninepah Moodelly Administrator to the Estate and Effects of John Sykes deceased Mad. ministered of James Johnson deceased Defendant —

On the Part of the Defendant —

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

Diddy Vencatachellum Naick — Dubash Inhabitant of Madras Aged Twenty five years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the twenty second day of April One Thousand seven hundred and ninety three Signified at the Office of Mr Stephen Popham who is Attorney for the Complainant by Casawah 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 Cottrell Barrett in this Cause and that he hath so known him four years or thereabouts and that he doth know the Defendant Ninapah Moodelly in this Cause and that he hath so known him ten years or thereabouts and more he saith not to this first Interrogatory —

4th ..... To the fourth Interrogatory this Deponent saith that he did

Deponents Infancy this Deponent saith that the said deceased was Brother to this Deponent this Deponent saith that he doth know of a purchase made by the said deceased at an outcry of part of the Estate and Effects of the late John Sykes situated in high Street leading from the Esplanade to the Gaol Gate opposite to Mapleis Cavin's Garden this Deponent saith that the said Outcry was made by the authority of James Johnson but this Deponent saith that he doth not recollect at what time this Deponent saith that he doth not know any thing of the terms or Conditions on which the said purchase was concluded - this Deponent saith that on the Chaultry Bill of Sale was handed over in consideration of the purchase Money by the said James Johnson and that the said James Johnson promised at the same time that he would procure a new Chaultry bill of Sale in favor of the beforementioned Diddy Veneatarayloo - this Deponent saith that he doth know of the Sale of five Godowns and a certain piece of Ground adjoining to the said Premises - this Deponent saith that they were sold to Cottrell Barrett in the title of this Interrogatories named but this Deponent doth not recollect the time when - this Deponent saith that he doth not know under what Conditions - This Deponent saith that they were sold at the same time with the Houses purchased by the aforesaid Diddy Veneatarayloo but this Deponent saith that he doth not know whether they were or were not purchased under the same Stipulations - and more he saith not to this Interrogatory

said Cottrell Barrett did during his life time receive Rent for the small House which have been erected on the Ground purchased by him as aforesaid and that he carried some of the Materials Bricks &c. belonging to the said Godowns to his own House - and more he saith not to this last Interrogatory

Jno. Parry
Exd.

Filed 27th Nov. 1792

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court your Orator John Martin and Frances Martin his Wife of Madras Inhabitants Administrator and Administratrix of Cottrell Barrett Deceased - That the said Cottrell Barrett did in his life time on or about the Seventh day of March which was in the Year of Our Lord One Thousand Seven hundred and Eighty Eight file a Bill of Complaint in this Honble Court against Nineapah Moodeliar administrator to the Estate and Effects of John Sykes Deceased un administered by James Johnson also Deceased for the Recovery of the Sum of Eight Hundred and forty five Star Pagodas Thirty Two Fanams and Sixty Cash Charged to be due unto the said Cottrell Barrett on the Balance of an Account Copy whereof is annexed to the said Bill of Complaint - your Orator Shews that the said Nineapah Moodeliar appeared to the said Bill of Complaint and filed his

the said Ninnapah Moodeliar filed his Rejoinder and Witnesses were Examined by the said Cottrell Barrett the said Cause was laid down event — Your Orators further Shew that the said Cottrell Barrett hath lately departed this Life whereupon your Orators did apply to and obtain from this Honble Court in its Ecclesiastical Capacity Letters of Administration to the Estate and Effects of the said Cottrell Barrett as his Son in Law and Daughter as by the Records of this Honble Court to which your Orators pray leave to Refer will more fully appear Your Orators Shew that they have taken upon themselves the burden and execution of the said Administration — To the End therefore that the said Suit and all the proceedings thereon may stand Revived in the Names of your Orators as Administrators and Administratrix of the said Cottrell Barrett and be in the same plight and Conditions as the same were in at the time they so become abated —

May it Please this Honble Court to Cause the said Ninnapah 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 then and there to shew Cause if any he can have why the said Suit and Proceedings so abated as aforesaid should not stand and be Revived and put in the same Condition as the Same were in at the time of the Abatement thereof and that he may Answer all and Singular the Premises aforesaid and also Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet —

Mayors Court at Madraspatnam

Tuesday the 15th day of April Anno Domini 1794

Present

Henry Chickley Michell Esqr. Mayor

Andrew Ross John Mitford and

Benjamin Roebuck Aldermen

Between John Martin and Francis Martin his Wife of Madras Inhabitant Administrator and Administratrix of Cottrell Barrett Deceased Complainant and Ninnapah Moodeliar Administrator to the Estate and Effects of John Sykes Deceased Unadministred by James Johnson also Deceased 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 an Account and three Exhibits annexed, The Defendants Answer, The Replication, The Rejoinder with Copy of a Draft annexed, The Interrogatories and Depositions on the part of the Complainants, The Interrogatories and Deposition on the part of the Defendant with Exhibit marked A 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

Court of Appeals
at
Madraspatnam

for Saturday the 14th day of June
Anno Domini 1794.

Between John Marten
and Francis Marten his Wife
of Madras Inhabitants
Administrator and Administratrix of Cottrell Barrett
Deceased Appellants and
Nineapah Moodelliar Administrator to the Estate and Effects of John Sykes Deceased
Unadministered by James Johnson also Deceased Respondent

This Cause coming on this day to be heard and debated before this Court the Attornies in both sides upon hearing the Petition of appeal and Answer and their several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 15th day of April Anno Domini 1794 Upon due Consideration had of the Matters therein severally Contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree that the said Decree of the Honble the Mayors Court do stand affirmed and that the Appellants Petition be hence dismissed

[illegible] Madras

To

Humbly Complaining Sheweth unto this Honble Court Your Orators Tumboo Naick and Venkatachella Chitty of Madras Inhabitants Administrators to the Estate and Effects of Retnal Candalo Naick Deceased That Mootoo Ringapah Naick of the same place Inhabitant Stands Justly and truly indebted unto Your Orators as administrators aforesaid in the full and Just Sum of Three hundred and Thirty Eight Pagodas four fanams and Nineteen Cash Current Money of Madras making into Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One hundred and thirty five Pounds four Shillings and Ten 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 Orators beg leave to refer and pray the same may be taken as part of this their Bill of Complaint the the Original whereof is in your Orators possession and ready to be produced 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 Mootoo Ringapah Naick of the said Sum of three hundred and thirty Eight Pagodas four fanams and Nineteen Cash

But now so it is may it please this Honble Court the said Mootoo Ringapah Naick

Court of Appeals
at
Madraspatnam

for Saturday the 14th day of January as to this Honble

Court to Equity and good conscience

& therefore that the said Mootoo Rungapah

Naick may upon his corporal oath full true direct

and perfect answer make to all and singular the the mat-

ters and things herein 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 Orator the aforesaid

sum of three hundred and thirty Eight Pagodas four fa-

nams and Nineteen 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 Mootoo Rungapah Naick to be summoned

and required by the Sheriff of Fort Saint George Town of

Madraspatnam and the Districts thereof personally to

be and appear before this Honble Court at a certain time

and place to be by this Honble Court prefixed and appointed

then and there to answer thus 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 June 1792

This Bill was shewn to me in the day of

adjournment and the Complainants having

sworn to the Justness of the Debt and they are

informed and do believe that the said Mootoo

Rungapah Naick would absconde he having

notice of this Bill being filed against him

absconded or concealed himself to and being served

Dr. Mootoo Rungapah Naick in account with Soobroy Naick and Venkatachella Chitty administrators to the Estate and Effects of Ruttunchund Canda Naick Deceased

1788						1792	
April 16	To Cash lent you by the Deceased				30	June 23	By Balance due
Octr 16	To do				13	22	40
1789							
March 13	To do				5		
					48	22	40
	To Interest on the above Sums agreeable to their Respective dates at 12 ℔ Cent. per annum						
	On Sept 30	for 3	9	5	13	13	12
	On do	for 3	8	7	5	43	57
	On do	13	22	40	1	26	40
					20	38	49
	To Cash paid for the Deceased for the purpose of making over the Mortgages to the Deceased which was done by the Deceased's own proposition amounting to				33	33	30
	To a Gold Mohur Pardon engraved with the Deceased's Name				1	10	
	Brokerage & Demurrage					45	
					338	49	
	Pagodas						

Madras 23rd June 1792 E.E. &c

Errors Excepted
for Mootoo Rungapah Naick
Venkatachella Chitty
Administrators
to the Estate &c

Respondent he traste with

Court of Appeals

at

Inhabitant Defendant to the Bill of
Complaint of Tombee Naick and
Venetashilla Chitty of the same place
Inhabitants Administrators to the
Estate and Effects of Rutnal Candaloo
Naick Deceased Complainants

This Defendent 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 uncertain-
ties Insufficiencies and Imperfections in the Complainants
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 absolutely denies to stand Indebted unto the Complai-
nants as Administrators as aforesaid in the Sum of three hun-
dred and Sixty Eight Pagodas four Fanams and Nineteen Cash
Current Money of Madras as the same is most wrongfully
and unjustly Set forth and Charged in the Complainants said
Bill of Complaint and the Account Current thereunto An-
nexed or in any other Sum or Sums of money whatsoever and
this Defendant for further Answer saith that he did not borrow
from the said Intestate the Sum of thirty Pagodas on the Six-
teenth September in the Year One thousand Seven hundred and
Eighty Eight or the Sum of thirteen Pagodas twenty two Fanams
and forty Cash on the Sixteenth October of the same Year
or the Sum of Five Pagodas on the thirtieth November
Five Thousand Seven hundred and Eighty Nine or any
Bill &c. &c. gainsoever, and this Defendant
or conceal himself to avoid him

of Complainants or any
-sitively denies having in his Possession a Gold Cumbly or
any other thing whatever belonging to the Estate of the said
Intestate but this Defendant allows that he did procure
a Gold Smith to make a Pair of Earrings and a Gold Pat-
-ta day that the said Goldsmith did accompany this Defen-
-dant to the Intestates House who after having weighed the
the Gold Delivered it into the hands of the said Goldsmith for
the purposes aforesaid — as far as relates to the Puttah Moo-
-lathawdoo this Defendant deems it necessary to State to
this Honble Court that about Two months before the death
of the said Intestate he Solicited this Defendant to Obtain
for him a Sum of Money and that he would mortgage the said
Puttah Moolathawdoo as a security for the repayment this Defen-
-dant from Motives of Friendship did Speak to and Prevail on a
Merchant to lend him a Sum of One hundred and Twenty five
Pagodas on receiving the said Puttah Moolathawdoo in his Poss-
-sion as a Mortgage for the same, and this Defendant further says
that he carried the said Puttah Moolathawdoo from the Intestates
House to the Merchant aforesaid to whom he Executed a Mort-
-gage Bond and received One hundred and Twenty five Pa-
-godas which money he Delivered into the said Intestates hands
This Defendant need not State to this Honble Court that it
Customary among Natives in their Mercantile transactions
to make use of the Name of a third Person who is not Imme-
-diately Interested therein whence the Mortgage Bond being
Executed by this Defendant he trusts will not in any Man-

Court of Appeals

Inhabitants of the Rungapah Naick of Madras

In the year One hundred and Twenty four.

All which Matters and things this Defendant is ready and willing to Verify and prove as this Honble Court shall Direct and humbly Prays to be hence Dismissed with his reasonable Costs and Damages on his behalf most wrongfully Sustained.

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

Ranganaudavo
Interpreter

R. Williams
Atty for Defendant

Bill being read &c
Ordered that the Defendant do answer

Inhabitants

Chitty of Madras Inhabitants admi-
nistrator to the Estate and Effects of
Ratnal Candaloo Naick Deceased
Complainants to the Amended Answer
of Mootoo Rungapah Naick of the same
Place Inhabitant Defendant

These Repliants now and at all times saving and
reserving to themselves all and all manner of benefit and ad-
vantage of Exception to the many Errors uncertainties insufficiencies
and imperfections in the Defendants said Amended Answer
contained for Replication thereunto say that their Bill of
Complaint and all and singular the Matters and things
therein contained are good true certain and Sufficient in the Law
to be answered unto in such Manner and form as the same
are therein and thereby charged and Setforth and that the De-
fendants said Answer is very evasive and insufficient to
be by these Repliants replied unto, and these Repliants for
further Replication says that they will ever mention and prove
unto this Honble Court that the Defendant did Borrow and
received from these Repliants Intestate on the Seaventh
Day of September in the Year One Thousand Seven hundred
and Eighty Eight the Sum of Thirty Pagodas on the Seaventh
Day of October of the Same Year the Sum of Thirteen Pagodas
twenty two fanams and forty Cash and on the Thirteenth

Bill being pend yeare
to conceal himself to and bein

Court of Appeals

... from these Repliants Intestate the former sum for the purpose of making a Pair of Gold Runcalos and the Letter for a Gold Pattady all the Defendant has taken upon himself to deny upon Oath the said Charges pretending he never received the said two different Sums. Yet these Repliants say that they within due time be able to prove unto this Honble Court that the said two Several Sums were paid to the Defendant by these Repliants said Intestate for the purposes herein before mentioned. And these Repliants say that after the said Jogs or Jewels had been finished he the Defendant Did appropriate the same to his own use and never delivered them to these Repliants said Intestate which fact these Repliants hope in due time to prove by the testimony of the Persons who made them. These Repliants further say that the Sums of Forty five Pagodas and One Hundred and Ninety Pagodas charged by these Repliants in the Account annexed to these Repliants Bill of Complaint are due and owing by the Defendant unto these Repliants as administrators of their said Intestate and these Repliants are the more informed therein by the Defendants having since the Death of this Repliants Intestate granted unto these Repliants an Acknowledgement under his the Defendants hand therein acknowledging that the said Sum of One Hundred and Ninety Pagodas is really due and owing unto these Repliants as the administrators of their Intestate as aforesaid. This Repliants ... hope satisfactorily ... entitle ...