

MAYOURCOUR

VOL NO 28

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Read and filed
19th Feb. 1771

Master Court
Vol. 24

4

To the Honble the Ma
Court of Judicature

Humble Complainant Shewith unto
Honble Court Your Orator Charles Smith of Fort Saint George Esq
Sachachillum of Madras Merchant stands Indebted unto
Orator in the full and just Sum of One thousand and forty fou
Pagodas Six fanams and Six Cash Current Money of Madras
in Sterling Money of Great Britain at the Rate of Eight Sh
for every Pagoda the Sum of Four hundred and Eighteen Pou
One Shilling and Two Pence as hereinafter as well more fully
Charge Appears by an Account hereunto Annexed for the P
of this Honble Court and whereto Your Orator Prays may be
as part of this Your Orators Bill of Complaint and Your Ora
Shewith unto this Honble Court that he hath long since
thereof Notice Requesting Payment from the said Sach
Sum of the said Sum of One thousand Forty four Pagodas Six
and Six Cash Balance as aforesaid
Sachachillum Obstinately and wilfully R
Court the said Sachachillum to give Your Orator any Manner of Satisfa
for the same to give Your Orator therefore Prays a Subpoena
Sachachillum to the Honble Court to shew Cause if any he can
Sachachillum to the Honble Court shall Appear Answer to the
and Conformable to the Rules of this Honble Court and pay
Charges Occasioned by his Contempt Oath full true Direct and perfect
Discovery upon the Several Matters and things hereinbefore

2)

Indorsed and that the same be Decreed the said Defendant
the aforesaid Sum of One thousand and forty four Pagodas Fifty
Fanams and Six Cash with all such Interest as may accrue thereon
hereafter become Due thereon also all Costs of this Suit

Mayor's Court Madrasapatnam

Present

George Savage Esquire Mayor
George Baker and John Swaine
Aldermen

Between Charles Lushachellum of Fort Saint George Esq.r Complainant
and Lushachellum of Madrasapatnam
Defendant

The Defendant having been Called and not coming
into Court the Bailiffs Oath and Service and all the Proceedings
thereon read It is Decreed that the Defendant shall pay unto the Complainant the
Sum of One thousand and forty four Pagodas Fifty Fanams
and Six Cash Pagodas 1045. 6. 6. Together with all such Interest
as Cash Pagodas become Due thereon until full Payment
thereof shall be made also all Costs of this Suit

By Rule

Entered this 10th June 1773

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth and that

5

Tuesday the 11th Day of January
Anno Domini 1773

Lushachellum

Pagodas 1044 6 6

Pagodas 1044 6 6

Pagodas 1044 6 6

No. 6

Hon'ble Court shall Seem Meet

Chas. Brownlow
Attorney for the Complainant

Madras 10th Sept. 1817

I Nellatamby Do hereby Acknowledge to have Borrowed of Mr. Charles Brownlow the Sum of Seven Hundred and Sixty four Pagodas Rup. 2676 - for which Sum I do hereby Mortgage my Two Houses and Lot for payment whereof have Mortgaged my Two Houses and Lot Situated in Nellapauker Conveyed by Bills of Sale thereof One is Situated in Nellapauker Gomapatty Mandeliam Street Between the Houses of Annagary Mootapah Mandeliar the other is Situated in Said Ellawary Mootapah Mandeliar Street Between the Houses of Annalangy Mandeliar Street Between the Bills of Sale of the Said Houses and Ground Dated and Granted the 10th of November 1814 and the Letter in the Name of Sabapathy Mudeliar Dated the 10th of November 1814 which Bills of Sale and Letter I do hereby Promise to pay or Discharge the Principal and Said Interest to the Said Charles Brownlow Esqr. or Order on Demand Interest from the Date thereof Witness my Hand to these Presents this 10th day of November 1814 Witness Present Volantary Signing and Delivering the Obligation Drawn by Nellatamby

(Signed) Nellatamby

Witness to
the Mark of Sudabattam
Nellatamby

A True Translation

Thomas Hodson
Assistant to the Register

Madras Court of Judicature

Tuesday the [illegible] June [illegible]

Present

The Honble George Savage Esquire Mayor

George Baker & George Stratton

Aldermen

Balaram [illegible]

The Defendant having [illegible]

Read and filed
19 February 1731

Autograph of Madras Dubash stands Indebted unto Vera Cruz
the Sum of Two hundred and Twelve Pagodas Eight
Fanams and forty Cash Current Money of Madras Having Seized
Salved Cabling and the Mast pendant of the said Sloop Vera Cruz
and Ninety Four Pagodas Principal Sum Received by or Accounted
to the said Autograph as due more fully and at large Appears by an
Writing subscribed thereunto Annexed for the Inspection of this Honble
and which Vera Cruz prays may be Allowed as part of their Debt
Debts Bill of Complaint and Vera Cruz Hereto further Insists
Honble Court that the said Autograph doth forthwith pay unto
Pagodas Eight Fanams and forty Cash being the Remainder Due
Interest Vera Cruz therefore prays Process of Subpoena
Defendant to Appear before this Honble Court to Answer the Premises
and Abide the Order Decree and Sentence of this Honble Court
for the said Vera Cruz therefore that the said Autograph may Specifically
Sum and Pagodas Eight Fanams and forty Cash with Interest
Money of Great Britain and Whereas Vera Cruz hath
Justly and Honourable Manner requested Payment
the said Autograph of the said Sum of Two hundred and Twelve
Pagodas Eight Fanams and forty Cash But now
Plaint That this Honble Court that the said Autograph may
Obstinately refuses to pay the same to Vera Cruz Contrary
Manners of Subjects and being the premises Under Colour
Vera Cruz therefore prays Process of Subpoena Issue
this Honble Court shall Appear Answer to Charge and Stand
for the said therefore that the said Autograph may Specifically
Sum and pay unto Vera Cruz Hereto Make full and Singular

8 87

Received [illegible]
11 March 1791

The Answer of Andrew Dubuch Defendant to the Bill of Complaint of Edward [illegible] at present residing at Madras in the Carnatic the East Indies [illegible] Jervis Complainant

This Defendant now and at all times hereafter saving to himself all manner of benefit and advantage of exception to many uncertainties, insufficiencies, and imperfections in the said Complainants Bill of Complaint contained, for answer thereunto or unto so much thereof as this Defendant is advised is necessary for him to make answer unto, Answereth and saith, that he this Defendant is indebted to the said Complainant in the sum of Two Hundred and Twenty Pagodas, eighteen fanams, and forty Cashereens in cash and [illegible] of Money whatsoever. But this Defendant saith the Matter whereof the Complainant hath exhibited his Bill of Complaint against this Defendant in this Honble Court touching the following premises, that is to say, that he this Defendant was not indebted to the said Complainant in the said sum of Two Hundred and Twenty Pagodas, eighteen fanams, and forty Cashereens in cash and [illegible] of Money whatsoever at the time of exhibiting the said Complainants Bill of Complaint against this Defendant in this Honble Court, nor at any time before or since, but this Defendant saith

10

Sworn in Court
13th day of March 1771

Property of the said Latchmanoo, for the Contempt for this Repliant
South that the same was the Sole and entire Property of these
Repliant, the said Latchmanoo well and therefore have any Right Title
Repliant, the said Latchmanoo to be Credited for the Amount Com
Digress of the said Salt to the Revenue to be Credited for the Amount Com
Thy may Credit that might have been given by the said Charles Smith
Defendant Likewise the said Court that they grow any such Credit Allow
Repliants said Just Demand on the Defendant for the said Salt
the Property of this Repliant the Proceeds thereof or the Money for
was Sold and the this Repliants Majesty also said which Mon
Defendant Was the said Charles Smith would or had any Right to D
of and to Demonstrate to this Honble Court that the said Salt
this Repliants Property And that the said Defendant knowi
this Repliants Property And that the said Defendant, previous to the
to this Repliant South that the said Defendant, previous to the
Delivery of the said Salt and Board the Vessell, and to Courtney
Purpose, Applyed to this Repliant and Requested from this R
Power or Order to this this Repliants People at Courtney Hadn
the said Salt was to Deliver the said Salt to him the said
to this People which this Repliant did Accordingly, on Courtney
of which Order the said Salt was Delivered to the said Defend
Order whereby the said Defendant did become Liable and Accountable to this Repliant for the
became Answerable and Accountable to this Repliant for the
Proceeds of the said Salt and being Conscious thereof he the said
Defendant did frequently Promise to pay the said Amount of
said Salt to this Repliant as aforesaid on this Repliants said
of Complaint, But as another Convenience pray that the said
this Repliants Property and not the said Latchmanoo
Repliant craves leave to Annex hereunto as part of this
rather a Translate of the said Latchmanoo's Own Declarat

Filed 12th July 1773

The Replication of Sir Joseph
Mawbey Baronet Defendant to the
Replication of Edmund Turner Esqr Co
on the Behalf of the English East In
Company Lessee Complainant

Sir Joseph Mawbey now and at all times hereafter
and Reserving to himself all Manner of Benefit and Advantage
Exception to the Uncertainty and Insufficiency of the said Replica
for Replication saith that the Defendant said Answer is true Cer
and sufficient in the Law to be Replied unto and saith as in
his said Answer he hath already said and doth and will aver
Answer all and every thing and things therein to be Contain
Manner as therein is Alledged and Expressed
Certain and Manner and this Defendant also saith that the said Replica
Defendant also saith that the said Replication of the said Repli
Mawbey and Insufficient in the Law to be Replied unto by the
Said, for diverse Faults and Imperfections therein Certain and
Defendant Again Demurs to stand Indebted unto the said Repli
either in the Sum of Two Hundred and Twelve Pounds Eight
and Sixpence or any other Sum or Sums of Money Whatso
Words in that Behalf in his Answer Mentioned and
said Replication and hath set forth and Stated in his Bill
Complainant and the Answer thereunto Annexed and
Replication Two Thousand Further saith that the
Still Insist and will Maintain that Sale in manner the Defe
Certain Sum of Money Certain Sum of Money Certain Sum
Defendants Mawbey for the whole Amount of the said Two Hun
Information which the said Replication Answer

Which Matter this Defendant is ready to aver and Pro
as this Honble Court shall Direct and therefore Prays as before pra
said Answer he hath Already Prayed

Daniel Sharp
Attorney for the Defendant

Interrogatories to be Administered
to such Witnesses as shall be produced Sworn
Examined on the part and behalf of the Comp
in a certain Cause now Depending and at
in the Honble the Mayors Court at Madras
Wherein Edmund Pascal Captain in the
of the Honble English East India Compan
Complainant and Sadrapah of Mad
Sabaschiva Defendant

Lutchmanow alias } 1st Do You know the Parties Complainant
Lutchmanow } Defendant in this Cause or either of them? If You know or have
keeping them or either and which of them? Declare
2nd Do You know or have not Edmund Pascal the Complainant in this
Cause for a long time or about the Months of October which was
in the Year of Our Lord One thousand Seven hundred and Sixty Nine
Will or any part of the said Settled and Board and the
Sent to Cuddalore by Sadrapah the Defendant in this Cause? If
Much of the said Settled was Repaired and Board was at or was
and Board as Your Property or the Property of the said Complain
and Board was Settled Saled Board and or either

Whereupon Wallace this Defendant as Attorney aforesaid
as this Honble Court shall Direct and therefore Prays as before
Said Answer so far as he the Attorney Prays

Daniel Shaw
Attorney for this Defendant

Interrogatories to be Administered
to each Witness to be produced Sworn
Examined on the part and behalf of the Co
on the Hon^ble the Mayor's Court at Madras
Whereon Edmund Pascal Captain in the
of the Hon^ble English East India Compa
Complainant and Rodrigues of Ma
Defendant

1st Do You know the Parties Complainant
Defendant in this Cause or either of them? If You know any
Know Them or either and which of them? Declare
2d Do You or had not Edmund Pascal the Complainant in this
any Sallad Contained or about the Month of October which was
Year of Our Lord One Thousand Seven hundred and Sixty Nine
Millers and any part of the said Sallad Board were
and the Contents by Rodrigues the Defendant in this Cause
Much of the said Sallad was Imputed Board Cause it or was
on Board as Your Property or the Property of the said Complain

(13)

Information and Belief together with the Answers of the said Defendant fully and Particularly Declare

Ditto 3. Did he did not Sundry Deeds Agreements or Writings Powers of Attorney Bills of Sale and Bonds Relating to the Premises in the Complaint mentioned and Whether he the said Defendant Shah Dabash or Mr Charles Smith Deceased or any Person or Persons by their Order or Direction or on their Behalf Have or Hath Received or Taken Possession of the said Premises or any Part thereof and by what Right Title or Authority and Whether the said Defendant Shah Dabash or the said Charles Smith Deceased or any Person or Persons by their Order or Direction or on their Behalf Have or Hath Received any Rents Issues or Profits of the said Premises or any Part thereof and what Rents Issues or Profits have been Received for the same and Whether the said Defendant Shah Dabash or the said Charles Smith Deceased or any Person or Persons by their Order or Direction or on their Behalf Have or Hath Let or Demised the said Premises or any Part thereof to any Tenant or Tenants at Will or for any and what Term of Years and Whether the said Defendant Shah Dabash or the said Charles Smith Deceased or any Person or Persons by their Order or Direction or on their Behalf Have or Hath Received any Rents Issues or Profits of the said Premises or any Part thereof and what Rents Issues or Profits have been Received for the same and Whether the said Defendant Shah Dabash or the said Charles Smith Deceased or any Person or Persons by their Order or Direction or on their Behalf Have or Hath Let or Demised the said Premises or any Part thereof to any Tenant or Tenants at Will or for any and what Term of Years and Whether the said Defendant Shah Dabash or the said Charles Smith Deceased or any Person or Persons by their Order or Direction or on their Behalf Have or Hath Received any Rents Issues or Profits of the said Premises or any Part thereof and what Rents Issues or Profits have been Received for the same fully and Particularly Declare

Ditto 4. Did he did not Sundry Deeds Agreements or Writings Powers of Attorney Bills of Sale and Bonds Relating to the Premises in the Complaint mentioned and Whether he the said Defendant Shah Dabash or Mr Charles Smith Deceased or any Person or Persons by their Order or Direction or on their Behalf Have or Hath Received or Taken Possession of the said Premises or any Part thereof and by what Right Title or Authority and Whether the said Defendant Shah Dabash or the said Charles Smith Deceased or any Person or Persons by their Order or Direction or on their Behalf Have or Hath Received any Rents Issues or Profits of the said Premises or any Part thereof and what Rents Issues or Profits have been Received for the same and Whether the said Defendant Shah Dabash or the said Charles Smith Deceased or any Person or Persons by their Order or Direction or on their Behalf Have or Hath Let or Demised the said Premises or any Part thereof to any Tenant or Tenants at Will or for any and what Term of Years and Whether the said Defendant Shah Dabash or the said Charles Smith Deceased or any Person or Persons by their Order or Direction or on their Behalf Have or Hath Received any Rents Issues or Profits of the said Premises or any Part thereof and what Rents Issues or Profits have been Received for the same fully and Particularly Declare

Ditto 5. Do You know or can set forth any other Matter or Thing as to You shall seem meet Relating to the Matters in Question in this Cause or which may tend to the Benefit or Advantage of the Complainant in the Premises Do You know or can set forth any Thing touching the Matters in Question in this Cause or which may tend to the Benefit or Advantage of the Complainant in the Premises Declare the same as You know the same to be Declare the whole Truth and Nothing but the Truth of and concerning the same and how you are Interested therein and Produce all Deeds Writings and Papers in your Custody Power or Possession relating to the Premises in the Complaint mentioned or any Part thereof

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 6. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 7. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 8. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 9. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 10. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 11. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 12. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 13. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 14. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 15. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 16. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 17. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 18. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 19. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 20. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 21. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 22. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 23. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 24. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 25. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 26. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 27. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 28. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 29. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 30. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 31. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 32. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 33. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 34. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 35. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 36. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 37. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 38. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 39. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 40. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 41. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 42. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 43. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 44. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 45. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 46. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 47. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 48. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 49. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 50. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 51. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 52. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 53. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 54. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 55. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 56. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 57. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 58. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

If You Do not Answer this Interrogatory fully and Particularly Declare

Ditto 59. Do You not Believe that the Complainant cannot Properly Prosecute his Claim to the Premises in the Complaint mentioned without the Presence before this Honble Court of all and every the Persons Interested in the Premises in the Complaint mentioned

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Ditto 60. Do You not Believe that all and every the Persons Interested in the Premises in the Complaint mentioned are not before this Honble Court by Reason of your Wilful Default and Neglect

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Records the said Sallow any Sall so any Upsell that neither he the said De
spoken of Mr Charles Smith the said Suit or might Lead to Corclusion in th
the said Year One Thousand Seven Hundred and Sixty Nine but that
this Time of this Deponent Mortgaging the Sall as aforesaid to the Comp
in this Cause and which was in the year Year One Thousand Seven Hun
and Sixty Nine the said Complainant did Give this Deponent a Cons
Order to Load of the said Sall upon any Upsells that the Defendant m
And to Confirm for that Purpose and more over this not to this Interro
To the fourth Interrogatory this Deponent saith that He did not
but that he did Sign the Codicil now Produced and Shewn to him
this the time of this Examination that the said Codicil was wrote
and by his Order and that this Depo
this Deponents Concerply and by his Order and that this Depo
did See the same voluntarily and of his Own free will and Co
and was Order to Shew whose Sall the same was and how mu
delivered to the said Defendant Peyton and the Defendant did
and that this Deponent was not forced or compelled by any Pe
Person to get written or to Sign and give the same and more saith
to this Interrogatory
To fifth Interrogatory this Deponent saith that there was no
Time any Accounts depending between this Deponent and Co
Smith Esq and that the same was Settled and that was then
Said Sall was any Part of it was included in the said Accoun
that the said Charles Smith did not Give this Deponent Credit
Same or any Part thereof And more over this not to this or the last
Interrogatory

Hall. Plumer

Examined

Additional Interrogatories

(23)

This Morning in Order to have it returned to Court next Tuesday Morning
It will be Necessary to Observe that in Case the Man is still Absent,
there is a probability of his remaining so, to Return the Summons
all Speed and Order to proceed with the Expedition to Sequestration &c
his Effects, should he be present, and will Appear at Court next Tuesday
Next, by Virtue of the Summons being Served upon him. Tobacco
able to get a Decree immediately, as I suppose he can have no
to defend the Equity of Your Demand, or more proper
to deny his own Bond. The enclosed Message to Andrew Cook
him Last Night, and he told me he would, in a few days pay the
Pounds, or give a Note of hand for the Same, from which I took upon
that point almost fulfilled, Your Servant Message is now with
and has been, Several times, after the Cedwall both Yesterday
this Morning, but as Yet, he has not been able to procure me
of them, he has promised to Come home this Afternoon, and I will
Case and shall do so, when the Cause You Mention shall be
alluded to, and my best Endeavors shall be exerted to procure
Satisfaction for the Debt and Mortgage in Your favor
You shall be immediately Acquainted with the Event
of my Application with the Cedwall, on the same home be

Fort George
March 15. 1770
4 o'Clock

To Capt. Paul

Your Most Obd. Humble Ser
J. Chamberlaine

Wm. Little Paper Writer was shown to M. Wm
and Henry DuPuy at the Time of their Examina

24

Interrogatories and Interrogatories of Witnesses to be Examined on the 6th and 7th Days of October Anno Domini 1775

Hall Plumer
Examined

Mayors Court at Madraspatnam

Belman Edmund Pascal
on the Answer of the Humble Complainant
East India Company Complainant
of Madras Dubash Defendant
On the Part of the Complainant

INTERROGATORIES of Witnesses to be Examined in this Cause by and before the Examiners in this Court as follows viz.

Mr Williams Carlile of Madras Merchant aged 28 Years produced sworn & Examined in this Cause on the Part of the Complainant on the 6th Day of October 1775 Examined by Mr Daniel Shaw one of the Attorneys for Defendant and by Cross Interrogatories produced a Note of the Name Title and Place of abode of the Witness Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent saith that he doth know the Complainant Edmund Pascal in this Cause and that he hath known him four Years or thereabouts but that he doth not know the Defendant in the Interrogatories in this Cause and more saith not to this Interrogatory

To the second Interrogatory this Deponent saith that he is well acquainted with the Hand Writing of Thomas Chambers Deceased one of the late Attorneys of the Mayors Court at Madraspatnam having frequently received Letters from him and that he believes that the Letters now produced and shewn this Deponent at this Time to be wrote by the said Thomas Chambers and more saith not to this Interrogatory

16

Belman Edmund Pascal
on the Answer of the Humble English
East India Company Complainant
Interrogatories of Madras Dubash Defendant
On the Part of the Complainant

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

Mr Henry Du Pre One of the Attorneys of the Humble the Mayors Court of Madraspatnam aged 25 Years being produced as a Witness in this Cause on the Part of the Complainant was on the 6th Day of October 1775 Examined by Mr Daniel Shaw one of the Attorneys for the Defendant and by Cross Interrogatories produced a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent saith that he doth know the Complainant Edmund Pascal in this Cause and that he hath known him about three Years but that he does not know the Defendant in the Interrogatories in this Cause and more saith not to this Interrogatory

To the second Interrogatory this Deponent saith that he is well acquainted with the Hand Writing of Thomas Chambers Deceased one of the late Attorneys of the Mayors Court at Madraspatnam having frequently received Letters from him and that he believes that the Letters now produced and shewn this Deponent at this Time to be wrote by the said Thomas Chambers and more saith not to this Interrogatory

Hall Plumer
Examined

H Y Du Pre

Remembrance and belief and Particularly Declare

Dillo 3. Did or did not the said Defendant Andrew at any time after the
Matters set forth in the preceding Interrogatory procure to be
Complainant Edward Powell the Amount or Money for the said Le
to give away and what Security for it If You, or any to whom and
Powell did the said Defendant make the said Payment fully and
Particularly Declare

Dillo 4th Do You know of any other Matter or thing or have You heard or
set forth anything touching the Matters in Question in this Cause that
May tend to the benefit or Advantage of the Complainant If You
the same as You know have been informed or do believe together
the Reasons of such Your belief as fully as if You had been thereto
Particularly Interrogated

John Sykes
Attorney for the Compl.

Wagers Feudal
Interrogatories

Between Edmund Powell
Complainant Captain in the Middle
Pension Complainant and Andrew
of Madras Dubash Defendant

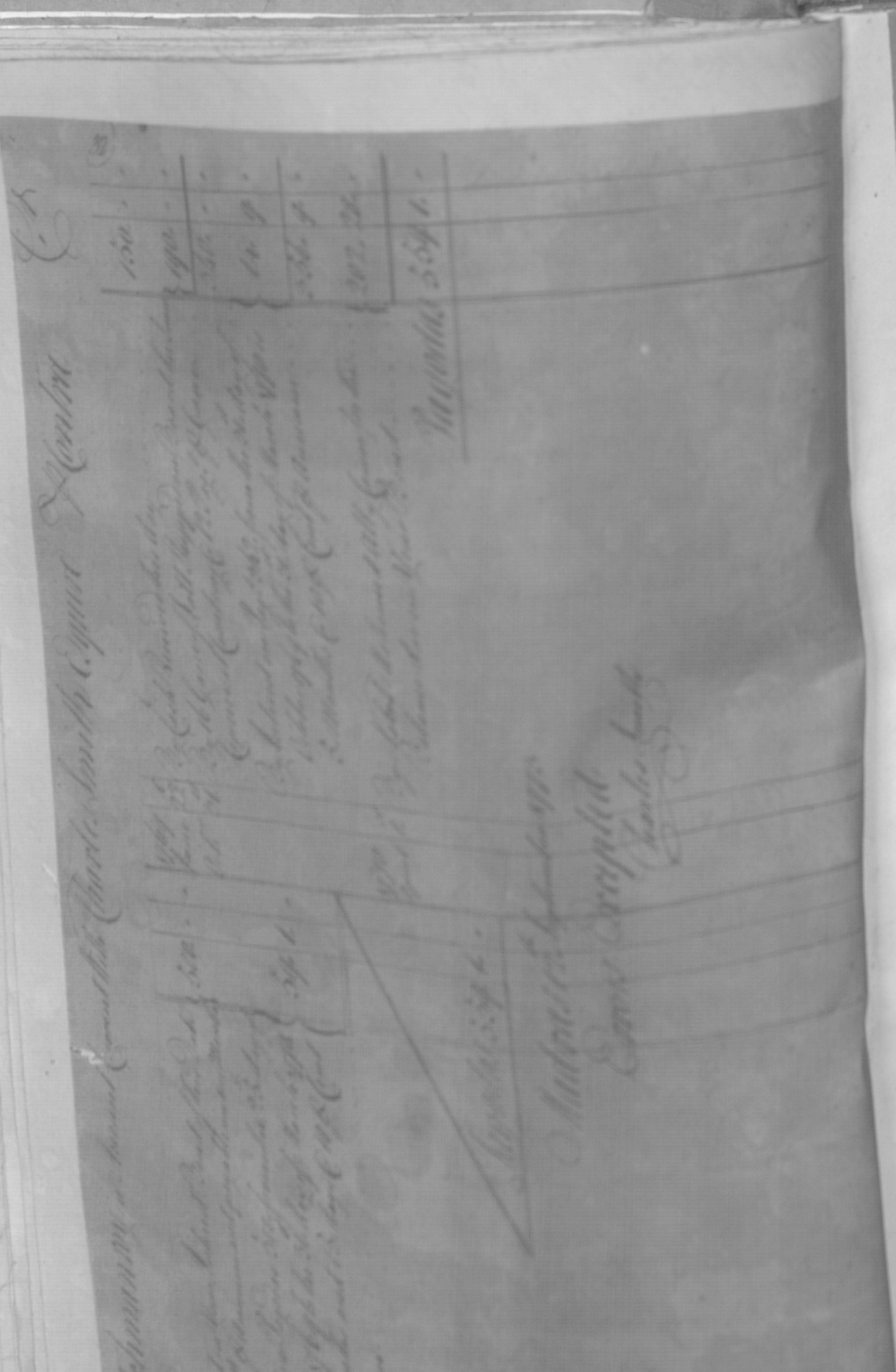
On the Part of the Complai

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

At Madras Ready Complainant Dubash Edmund Powell and Mad
23rd Days being Produced as Witnesses on this Court on the Part
Complainant on the 2nd Day of November 1793 between Powell
Mr Daniel Shaw whose Attorney for the Defendant
Office of Mr Daniel Shaw whose Attorney for the Defendant
upon his Oath and who also left from a Note of the Name Title and
upon his Oath and who also left from a Note of the Name Title and
Interrogated and afterwards Produced the same for

Complainant Ordered this Deponent and the aforesaid Monsegneur to
to Madras and Demand of the Defendant Payment for the aforesaid bon
Cowries Salt that had been loaded on board the Mogo at Cuddalore at the ti
of Twelve Pagodas Hire, the Price of the said Salt, Amounting to One Hu
and Ninety two Pagodas that when this Deponent and the said Monsegn
Demanded of the Defendant the said Sum in the said Account Mentioned
as soon as this Complt. came to be made Little that Matter that and
Excuse to put off this Deponent and the said Monsegneur from Day
the Expiration of which this Deponent Still pretends been for the said
Moreover the Defendant Offered to give a Promissory Note for the said
the Defendant Offered to give a Promissory Note for the said Monsegn
Deponent on Account of the Complainant that this Deponent and
that this Worship having Ordered them to Receive the Money
Complainant Ordered the said Note that executed on the Payment of the
and take the said Defendant Answering that he had no
Money to which the said Defendant Answering that he had no
at that time this Deponent and the said Monsegneur Departed
Represented the Complainant of what had passed as above Related
Monsieur to the Three Interrogatory
To the last Interrogatory this Deponent saith that a Boat Loaded
Salt was Mortgaged by Satchemoney Under of Cuddalore for the Payment
Pagodas which had been Lent him upon Bond by
Complainant that the said Boat was taken from the Salt so Mortgaged by
Defendant Mogg aforesaid was taken from the Salt so Mortgaged by
Complainant and that the Sum of One Hundred and Ninety two
Was charged to the Complainants Account for the said Salt by the
said Satchemoney on part Payment of the aforesaid Bond of
Thousand Pagodas to the said Complainant And more saith not
to
Interrogatory

Interrogatories



This Account Current or Paper Writing was shown to Charles
Smith Esqr at the Time of his Examination before mentioned Relative
Causes Depending and at Issue in the Honble the Mayors Court
Madraspatnam wherein Edmund Pascal Captain in the Service
of the Honble East India Company is Complainant and Andrapah
of Madras Dubash is the Defendant this 20th Day of September
Anno Domini 1773 Hall Plumer
Examiner

Mayors Court
Madraspatnam

Between Edmund Pascal Cap
in the Service of the Honble the English
East India Company Complainant
Andrapah of Madras Dubash Defend
On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and
the Examiner in this Court as followeth
Charles Smith Esq. of Madras Merchant Aged 35 Ye
being Produced as a Witness in this Cause On the Part of the Def
was on the 20th Day of September 1773 Sworn to the Mr Coleman
above Attorney for the Complainant by Interpretation of
also by Him a Note of the Name Title and Place of abode of the
Deponent and afterwards on the same Day being Sworn and
Deposeth as followeth
To the first Interrogatory this Deponent saith that he doth Know
Complainant Edmund Pascal in this Cause and that he hath
three Years to Remain and that he doth also Know the Def

Mayor's Court
Madraspatnam

Between Edmund Pascal
Captain in the Service of the Honble the
English East India Company Complt
and Andrapah of Madras Dubash
Defendant

On the Part of the Defendant

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

Cunnaga Pillah of Madras Catechisty Aged 45 Years be
Produced as a Witness in this Cause On the Part of the Defendant on
On the 20th Day of September 1773 Sheweth in Person at the Office
Mr John Sykes who is Attorney for the Complainant by Cowdapa
Mr Stewart who also Left them a Note of the Name Title and Re
Interrogatories of the said Deponent and afterwards on the same Day bein
Sworn and Examined Deposeth as follows th

To the first Interrogatory this Deponent saith that he doth know
Complainant Edmund Pascal in this Cause and that he hath or has
Four Five or Six Years and that he doth also know Andrapah the
dant in this Cause and that he hath or has known him for Years a
More saith not to this Interrogatory

To the 2nd Interrogatory this Deponent saith that he doth know
Satchmanaig was about four Years Ago but at what Particular time
Deponent cannot recollect indebted unto Charles Smith Esq. Com
Mint for in this Cause in the Sum of Eight Hundred Pagodas by
by Satchmanaig from the said Charles Smith Esq. that this Depo
and Cutcha Tarapah Vackeel was sent about Four Years ago and
the Month of December he Cowlong by the said Defendant he collect
Eight Hundred Pagodas from the said Satchmanaig

the Part of the Defendant was on the 5th day of October 1773 Sworn &c
Person at the Office of Mr. John Sykes who is Attorney for the Complain
by Cundapah my Servant who also left Notice of the Person Title
and Place of abode of the said Deponent and afterwards on the same
Day being Sworn and Examined Deposeth as followeth
To the first Interrogatory this Deponent saith that he doth Know the
Complainant Edmund Pascal in this Cause and that he hath to Know
him Five Years and that he doth also Know the Defendant Undertop
in this Cause and that he hath to Known them Eight Years and
More saith not to this Interrogatory
To the third Interrogatory this Deponent saith that he doth Compute
about Five or Six Years Ago and in the Month of August Sato Summons
was indorsed on the Charles Smith Esq. Copy of the Writ for the Sum
Cause on the Sum of Four Hundred Pagodas borrowed of the said Com
Smith Esq. that this Deponent was sent to Town by the said Def
of August and about Seven or Eight Years Ago by the said Defendant
Collect the said Sum of Four Hundred Pagodas on Company's acco
Cumnaga Pillay another Witness in this Cause from the said Satchinan
for and on Account of the said Charles Smith Esq. that this Deponent
the said Cumnaga Pillay did collect on Account of the said Debt on
Cause from the said Satchinanay Seaboo Cause of Salt which
Indorsed Bond a Writ sent to Town by for the said Purpose by
Defendant on Account of the said Charles Smith Esq. that the said
Seaboo Cause of Salt at the Rate of Twelve Pagodas & Cause the Per
Agreed on Amounted to One Hundred and Ninety Four Pagodas
that the said Cumnaga Pillay did receive and did give to this D
having to Undergo the Defendant on Account of the said Cha
from the the Sum of One Hundred and fifty Pagodas and rema
the said Cumnaga Pillay had Received from Satchinanayga
and on further Part of this Debt by Charles Smith Esq. and on

and till full Payment be made also Double Costs of Suit to be paid
the Defendant to the Complainant for his Delayment so

Dated 17th June 1775

To the Hon.ble the Mayo
Court at Madraspatan

Humbly Complaining Shew unto the
Court Your Orator Pacob Lemon of Madras Merchant that Sayer Ch
Tachy Timan and Cingapatam Mupatchy also of Madras Merchant Mad
Said Indebted unto Your Orator in the Sum and just Sum of One Th
and three Pagodas and fifteen Fanams Current Money of Mad
Making in Sterling Money of Great Britain at the Rate
Eight Shillings for every Pagoda the Sum of Two Hundred and Thirt
Pounds Fourteen Shillings and Ten Pence Farthing as will more
and at large Appear by the Copy of a Mortgage Bond Respondentia
Sterling Obligation and an Account hereunto Annexed for the Larger
of this Honble Court and to which Your Orator most humbly Refer
Praying the same may be allowed as part of this his Bill of Comp
And Whereas Your Orator hath frequently and in a friendly m
requested the Payment of the said Sum of One Thousand and Ni
Pagodas and Fifteen Fanams

But now so it is and may it please this
Honble Court the said Sayer Chatichatchytum and Cingapatam
Chetty unfairly Refuse to pay the same to Your Orator
Manner of Satisfaction for the Same Your Orator prays the
Relief as to this Honble Court shall Appear Reasonable to Equity a
And Conscience To the End therefore that the said Sayer Chetty

Swalls of 20 p Cent Solano which he Sumis to as usual Respondentia
the Ships Vessels already arrived of Manuel Pinto gone Commander for
this Port of Rangoon to Madras at the premium of Hundy Pagodas
Hundred Swalls for the Voyage, Equal to the Sum of Our hundred
Pagodas 21. Fanams In Consideration of which the Usual Risques
the Seas, Rivers, fires, &c. to be run Account of the said Jacob Simon
for the further Security of the said three Thousand three hundred and
thirty four Swalls advanced by Jacob Simon, on Account of Nara
Narian, the said Nagoo Venkatachylum and Gungapatanaya
do hereby remand and Agree for themselves their Heirs &c. to Mo
and Assigns Bond to them the said Jacob Simon or to their Assigns Ob
Small Bags Sealed and Said to Contain one Rubys the whole to
be Delivered to me at their Usual Place of Abode till full Payment
of this Bond is made with the Premium that may become due there
On the Condition of this Obligation is such that
if the above Bound Nagoo Venkatachylum and Gungapatanaya
Nagoo shall well and truly pay or Cause to be paid unto the said Ja
Simon his heirs Executors & the full and just Amount of this
together with the Premium that May Become due thereon Seven
One days after the Safe Arrival of the said Ships Vessels already arrived
Roads or any other part of the Coast of Coromandel, or on Case of the
of the said Ships Which God forbid then such an Obligation to be
Shall Become due upon the Salvage thereof this Obligation to be
and of no Effect, otherwise to Remain in full force and Virtue
Signed to Two Bonds of this same Tenor and Date the One Accom
for the other to Remain Void and of no Effect

Signed Sealed and Delivered
in the Presence of
Luchmee Narrain Pursed by Order
Luchmeenarrain

Nagoo Venkatachylum
Gungapatanaya

Alone Copy
Joach Maul Falcon

(A)

...ayer Venkatachyloo and Engapatam ...ayd

...ny 20 To the Amount of Sum Mortgaged Pagoda Bonds for
Sundry Members of this Cutcherry the Sum Rupees Rupees
Star Pagoda Rupees from the 22nd of September Instant
being 5 Months Interest at the Rate of Twelve per Cent
Pagodas for one Hundred Rupees
To Interest on Pagodas 1000 24 from the 7th day of April
being 24 Days after the Receipt of the said Bonds Rupees
from Rupees to the 30th Day of June following and Months
and 10 Days at 12 per Cent per Annum

Pagodas

Madras 5th June
Error excepted
...pt ...

Mayor's Court at
Madraspatnam

Tuesday the 2nd Day of
June Common

Present
George Lawrence Esquire Mayor
Thomas Lemon — John Lorens
John Renton — Aldermen

(A)

Appearing by the Records of this Court that
Space of Six Months the time Limited in his Majesty's Charter for Es
since the Return of the Warrant of Attachment issued against the
Estate Effects And that the Defendant hath not made any appear
in Court to Answer the Complainants Bill This Court doth th
think fit to Order and Decree and doth Accordingly Order and D
that the Defendant shall pay unto the Complainant the full and
Sum of One Thousand and Nine Pagodas and fifteen Fanams Pago
1009 15 Together with all such Interest as now is or shall become
become Due thereon Until full Payment is Made and all Costs of Suit

By Court

Fol. the 2d June 1773

To the Honble the Mayo
Court at Madraspatna

Humbly Complaining Sheweth unto this
Court Your Orator George Savage of Fort Saint George Merchant
Majesty's Navy Sworn Saith Entitled unto Your Orator
the full and Just Sum of Four hundred and two Pagodas Forty
Fanams and Sixteen Cash Current Money of Madras making
Sterling Money of Great Britain at the rate of Eight shi
for every Pagoda the Sum of One hundred and Sixty One Pound
Shillings and Nine Pence three farthings as well Manifestly and
Appear by an Account thereunto Annexed for the Inspection of this
Court and which Your Orators Bill of Complaint And Your O
further Sheweth unto this Honble Court that he hath frequently
Manner Requisite payment from the said

Dr. Majesty's Ocean Saluny Chilly in Acct with the Mr George Savage

1773					1773			
May	26	To the Amount of Your Bond of this Date	600	- -	June	5th	By Cash remitted	200 - -
		To Interest on D.o from the 26th May to the June the 2d Days at 8 P Cent P Annum	3	1			By Interest to this Day Jumes 5 Days	- 2
							By Ballance due to Mr George Savage	402 16
		Pagodas	603	1 16			Pagodas	603 1

Fort Saint George
Errors Excepted
for George Savage

At a Court of Mayor's Court held at the Mayor's Cutchery on Tuesday the 5th Day of June Anno Domini 1773

Present

The Hon.ble George Savage Esqure Mayor
Thomas Pomney — John Lumley and
John Reston — Aldermen

Aldermen George Savage
Lieut. Colonel George Woodhouse Comp
mant and Majors Ross Lieu
Colle Robert

(AA)

Lieut. Colonel Roger Kelsall Ross Lumley Colle Commandg and Major Peter Lumley Colle Commandg the Artillery Company Having Severally Petitioned this Court for Leave to Raise Companies of Seapoys to be Added to the Establishment of this Coast and Major Peter Lumley Colle Commandg the Artillery Company Having Represented to this Court that the Seapoys Raised by Him Are Ready to be Mustered and Reviewed by the Chief Commandg Officer of this Coast and Lieut. Colonel Roger Kelsall Having Represented to this Court that the Seapoys Raised by Him Are Ready to be Mustered and Reviewed by the Chief Commandg Officer

the Space of Six Months the time Limited by Her Majesty's Charter for
Establishing the Return of the Warrant of Appreheation issued Against
the Defendants Effects And that the Defendants Neither Appear
Appearance in Court to Answer the Complainants Bill Their Honrs
doth therefore think fit to Order and Decree and doth Accordingly Order
and Decree that the Defendant shall pay unto the Complainant the
Sum and just Sum of One Hundred and Fifty three Pagodas Pag.ª 153
together with all Costs Interest as now due or shall hereafter become
Due thereon on till full Payment be made also all Costs of this
Suit

J Hare

To the Hon.ble the Mayor Court
at Madrashatnam.

Humbly Complaineng Sheweth unto the
Hon.ble Court Your Orator Reynold Adams of Parkland George
Moreland the Sheriffs Clerk of Madras Merchant
Humbly indebted unto Your Orator in the Sum and Just Sum of Four
hundred and twenty four Pagodas and Twenty four Fanams Current
Money of Madras Making in Sterling Money of Great Britain
at the rate of Eight Shillings for every Pagoda the Sum of Eighty
Nine Pounds Sixteen Shillings and Eleven Pence as Your Orator
will More fully and at Large Appear by an Account thereunto

the said Mogopidy Veera Swamy Chitty Obstinately and wilfully refuse
to pay the same or to give Your Orators any Manner of Satisfaction touch-
ing the Premises Your Orators therefore pray a Writ of Subpœna
to this Honble Court shall Appear Agreeable to Equity and Good
conscience To the End therefore that the said Mogopidy Veera Swamy Chitty
May upon his Corporal Oath full true Direct and perfect Answer
Make to all and Singular the Matters and things herein before
Set forth and Alledged as fully truly and Effectually to all Intents
Purposes as if the same were here Again Repeated and Particularly
Interrogated and that he may be Decreed to pay unto Your Orators
the aforesaid Sum of One Hundred and Fifty two Pagodas with all
Such Interest as now is or shall hereafter become due thereon also
all Costs of this suit

May it Please this Honble Court the Premises
Mogopidy Veera Swamy Chitty to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madraspatnam and this Honble
Court Personally to be and Appear before this Honble Court at a Certain
time and Place to be by this Honble Court Prefixed and Appointed
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 Sykes
Attorney for the Complainant

June 1773
This Bill was shown to me in the
Court of Requests Let a Summons
issue returnable the Next Court Day

John McPherson
Mayor

June 1773
The Complainant John Smith having Sworn to the Truth of
the Complainant Reynold Adams Demand to the Amount

29 ℔.

Virginia Cornah Spinster Plaintiff
Lauriedon

£ 1. Cur Cables 18. Yards 220. ″
£ 12. Bankets 18 Yards Do 4. 24

Fort St George
30th April 1773

Pagoda 224. 24

C. E. Reynold Adams

Jan.y 1st Cutbal
Tuesday the 1st Day of February
Andrapradesam
Anno Domini 1774

Present

George Lavaux Esquire Mayor
Thomas Bowen — John Turing and
John Renton — Aldermen

Belmen Plaintiff Mer
of Fort Saint George Merchant Co
against and Shropadee Vencatch
late of Madras Merchant Defend

Appearing by the Record of this Court th
the Space of six Months the time Limited in the Mayors Cou
to Expire since the Return of the Warrant of Separation issue
against the Defendants Effects And that the Defendant has
Appeared in Court to Answer the Complainants

and good Conscience to be Decreed that the said Morgady Vera Saung may upon her Corporal Oath fully, truly and Distinctly Answer and Declare 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 and Seperately and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Eight Hundred and Four Pagodas Together Together with all such Interest as now is or shall become Due thereon also all Costs of this Suit

May it Please this Honble Court to Grant the said Morgady Vera Saung a Subpoena to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as this Honble Court shall Seem Meet

Daniel Sharp
Attorney for the Complainant

7th June 1773

Sworn to before the Day of
Commencement of the Summons Year
Honble Mr. Court Day

John M. Pherson
Mayor

Mayor's Court
Madraspatanam

Tuesday 1st Day of February
Anno Domini 1774

Present

George Savage Esquire Mayor
Thomas Powney — John Turing and
John Renton — Aldermen

Between William Chamb
of Fort Saint George Merchant Cons
gnant and Tirpadoo Vera Sawmy
Madras Merchant Defendant

It Appearing by the Records of this Court that
Space of two Months from Time Limited in his Majestys Charter for
Elapsed Since the Return of the Warrant of Sequestration issued aga
the Defendants Effects And that the Defendant hath not made
nor Appearance in Court to Answer the Complainants Bill
The Court doth therefore think fit to Order and Decree and
Do Accordingly Order and Decree that the Defendant shall p
with the Complainant the full and just Sum of Eight Hundred
and four Pagodas and fourteen fanams Pagodas 804.14
together with all Costs to be Taxed as now is or shall hereafter be
Defendant on full Payment is made also all Costs of this

Ld Court

To the Honble
Court of Admiralty

Humble Complainant

[illegible]

[illegible]

[illegible]

(51)

Present

(59)

Filed 5th July 1775

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Mugaiengar a Chitty of Sevgapatnam there
kant by his Attorney Seemon Pundit of Madras Inhabitant the
Merigaty Vena Sawmy Chitty also of Madras Merchant stands
Indebted unto Your Orator in the Sum and Just Sum of Two hundred
and Thirteen Pagodas Seventy Eight Fanams and Two Cacho Curren
Money of Madras making in Sterling Money of Great Brita
at the Rate of Eight Shillings for every Pagoda the Sum of Eighty fi
Pounds Nine Shillings and four pence as will more fully and
Large Appear by a Transcript of a Bond or Writing Obligatory
Warrant Current and Assignment or Transfer thereof with
Power of Attorney hereunto Annexed for the Inspection of this
Court and which Your Orator prays may be Annexed as part of thi
his Bill of Complaint and Your Orator further Sheweth unto this
Honble Court that he hath frequently and from time to time Demanded Mu
Payment from the said Merigaty Vena Sawmy Chitty of
said Sum of Two hundred and Thirteen Pagodas Seventy Eight Fanam
and Two Cachi

But now so it is May it please this
the said Merigaty Vena Sawmy Chitty Obstinately and M
fully refuse so to do Therefore to the end Your Orator may obtain
satisfaction touching the Premises Your Orator therefore prays
Gracious Relief and that he this Honble Court shall appear unto
Summons to Answer unto this Bill and therefore that the

(63)

34

(63)

(Signed) Veerapatty Veera Saiva

Jones

Munsiff Mungamoopoly Cherry

A True Translation as near as can be from the Original

the Malabar Language by Canacapaha Swaren Satyapaden

John Sykes

Attorney for the Complainant

Exhibit No 3

Plaintiff's Witness

Veerapatty Veera Saiva

Sworn to before me

this 4th day of

October 1858

Samuel Wilson

Commissioner

(2)

Know All Men

(63)

to Mark Vigorard Dumaresq and Vincent of the said Morgenstern Chevalier
Cailly their Heirs Executors and Administrators the sum of Seven
hundred Pounds in the said Bond or Writing Obligatory and in case of Payment
thereof the said Lobert Benedict their Heirs Executors and Administrators
to Assign or Convey the same and on Payment thereof to
Deliver up and Cancel the said Bond or Writing Obligatory and
give sufficient Release and Discharges therefore and in the mean time
Attorney or Attorneys under him to Constitute and Whatsoever the
said Lobert Benedict or his Attorney or Attorneys under him shall
lawfully do in the Premises the said Magnenopara Chevalier Cailly
hereby allow and Assent And the said Magnenopara Cailly do
Covenant with the said Lobert Benedict that he the said Magne
-nopara Cailly hath not Received nor will Receive the said Money
or the Principal Due on the said Bond or Writing Obligatory or any
part thereof neither shall or will Release or Discharge the same
or any part thereof but will own and allow all Lawful Proceed
-ings Receive thereof by the said Lobert Benedict Saving Harmless Al
-magnenopara Cailly his executors of and from any Costs that may happen
to them thereby In Witness whereof the said Magnenopara Cail
-ly hath hereunto set his Hand and Seal in Madras this Third Day of
July in the Year of Our Lord one Thousand Seven hundred and
Seventy three

Signed Sealed and Delivered
in the Presence of

Received the Contents (L.S.)

64

Present

Edmd Thos 5th July 1773

65

To the Honble the Mayor
Court at Madrazpatnam

Humbly Complaining Sheweth unto Your
Honorable Court Your Orator Cottar Pemmaul Chitty of Madraz Merchant
his Attorney Lohen Bundrel of the same Place Inhabitant and Chief
Mungally Vera Swamy Chitty of Madraz Merchant stands Indebted
unto Your Orator in the Sum and Sum of Three hundred and
Sixty Six Pagodas and Thirty seven Fanams Current Money of Madraz
Making in Sterling Money of Great Britain One hundred and
Two Pounds and fifteen Shillings as will more fully and at large
Appear by an Account Current an Assignment or Transfer thereof
with a Power of Attorney hereunto Annexed for the Inspection of this
Honble Court and which Your Orator prays may be Admitted as
Part of this his Bill of Complaint and Your Orator further shewes
unto this Honble Court that he hath frequently and in a Friendly
Manner requested Payment from the said Mungally Vera Swamy
Chitty of the said Sum of Three hundred and Sixty Six Pagodas and
Thirty Seven Fanams

But now so it is Combined Confederated and Intriguing
Contriving how to Defraud Your Orator of the said Sum of Three hundred and
Sixty Six Pagodas and Thirty seven Fanams the said Mungally Vera Swamy
Chitty Obstinately and Wilfully
Refuses to pay the same or any Part thereof to Your Orator any Manner of Satisfaction

Executor Estate Samuel Chilton in Acct Curr.t with Estate Jeremiah Chilton — Cr.

To Cash Vouchers Dan.l	66	34	-	1773 June 1.	By Cash 15 Negrs		100	-
To Cash Pd Jeremiah Chilton 10th Sept.r 1772					By Carmichael 448 Cedge		85	-
20 Jan.y 1773 in Cash 10 Negrs	41	3	-		By Christy 100 D.o		100	-
To Amount					By Jenny & Mounds 6 Negrs Mound		50	-
							335	-
					By Ballance Due		366	37
Pagodas	701	37	-		Pagodas		701	37

Fort Saint George 26th June 1773

Errors Excepted

27

Howard Counsel of the said Lebon Benedict his Executors Administrators and Assigns to Ask require Demand and Receive of the said Mongaty Vera Sawmy Chitty his Heirs, Executors and Administrators the Money due and to become due on the said Account Current and on non Payment thereof to the said Lebon Benedict his Heirs Executors and Administrators to sue for and Recover the same and on Payment thereof to give sufficient Release and Discharges therefore and one or more Attorney or Attorneys under him to Constitute and whatsoever the said Lebon Benedict or his Attorney or Attorneys under him shall Lawfully do in the Premises the said Cochar Permaul Chitty doth hereby Allow and Affirm And the said Cochar Permaul Chitty doth Covenant with the said Lebon Benedict that he the said Cochar Permaul Chitty hath not Received nor will Receive the said Money due or to become due on the said Account Current or any part thereof neither shall or will Release or Discharge the same or any part thereof but will Commence Allow all Lawfull Proceedings for recovery thereof the said Lebon Benedict Saving the said Cochar Permaul Chitty harmless of and from any Cost that may happen to him thereby In Witness whereof the said Cochar Permaul Chitty hath hereunto Set his Hand and Seal in Madras this Third Day of July One Thousand Seven Hundred and Seventy three

Signed Sealed and Delivered
in the Presence of

70

Mayors Court } Tuesday the 1st Day
Madrapatnam } Anno Domini

Present

George Lavie Esqre Mayor
Thomas Powney — John Lewis
John Kenlon — Aldermen

Robert Chitty
Late of Bristol Surgeon
Plaintiff
against
Thomas Hall Plumer late of the
City of Bristol Merchant and
late Captain and Commander
of the Ship Bristol City of the
Burthen of Three hundred
Tons or thereabouts
Defendant

Appearance entered for the Defendant by Mr Hall Plumer his Attorney

Plaint filed the 1st day of February 1774 whereupon the Defendant is ordered to appear on the Tuesday the Warrant of Appearance returned Executed and that the Defendant do not make any Appearance Court do Adjourn the Cause

39

75

Mayors Court Madrapatnam
Cutch Fort St George
1774

Mayors Court

Thomas Hall Plumer late of the City of Bristol Merchant and late Captain and Commander of the Ship Bristol City of the Burthen of Three hundred Tons or thereabouts

against

Robert Chitty late of the City of Bristol Surgeon

Plaint

Plaintiff complains against the Defendant in a Plea of Debt for that the Defendant on the 1st day of February 1774 at Fort St George in the Cutch aforesaid was indebted to the Plaintiff in the Sum of Three hundred Pagodas for Wages due to the Plaintiff as Surgeon of the Ship Bristol City of the Burthen of Three hundred Tons or thereabouts whereof the Defendant was Commander from the City of Bristol aforesaid to Fort St George aforesaid and from thence back to the City of Bristol aforesaid and for Medicines and Necessaries supplied by the Plaintiff to the Defendant and for Money had and received by the Defendant to the Use of the Plaintiff and for Money lent and advanced by the Plaintiff to the Defendant and for Money paid by the Plaintiff to the Use of the Defendant and for Money found to be due from the Defendant to the Plaintiff on Account stated between them and for Interest on the Money due and owing from the Defendant to the Plaintiff and for Damages sustained by the Plaintiff by reason of the Premises to the Value of Three hundred Pagodas which Sum of Money the Defendant hath not paid but refuses so to do to the Damage of the Plaintiff of Three hundred Pagodas and therefore he brings Suit

Fort St George
February 1774

Yours Most Obliged and Devoted
Humble Servant
Hall Plumer

Mayors Court } To the Honble the Mayors Court of Madrapatnam
Cutch } Anno
1775

The Humble Petition of Thomas Welch

Such as to this Honble Court shall Appear Agreeable to Equity
and good Conscience And the said Shaik Davadgee 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 Alledged as fully Truly and
Effectually to all Intents and purposes as if the same were
here again Repeated and Particularly Interrogated and that
he may be Decreed to Pay unto Your Orator the aforesaid Sum
of Three Thousand Pagodas with all such Interest as may be
or shall Become due thereon also all Costs of this Suit

And that this Honble Court be Graciously
pleased to Order that the said Shaik Davadgee be Summoned and Required by the Sheriff of
Fort Saint George Town of Madrespatnam 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 the Your Orator's Bill of Complaint and
further to stand to and abide by such Order and Decree therein as
to this Honble Court shall seem Meet

Fort St George
[illegible] February 1775

John Sykes
Attorney for the Complainant

The Defendant shall have time to enter his
Appearance Let a Summons
issue returnable the next Court Day

Tho. Bowen
Senior Alderman

Known all Men by these Presents that We Mark

of Madeira Merchant are held and firmly bound unto George

of the said Island Esquire in the penal Sum of Three thousand Pagodas

Current Money of Madeira to the Payment whereof well and truly

Madeira and George Savage his Heirs Executors Administrators

or Assigns We hereby bind ourselves Our Heirs Executors and

Administrators firmly by these Presents In Witness whereof

hereunto set our Hands and Seals in Funchal Madeira

Forth Day of September in the Year of our Lord One thousand

hundred and Seventy three

Whereas the above bounden Mark Daculgoa Mendes Smith and Blake

unto the above Named George Savage in the full and just Sum of Three

Pagodas Current Money of Madeira which by the said Mark Daculgoa

agreed to Pay and Satisfy (Current Commercial and Mercantile

said George Savage his Heirs Executors Administrators or Assigns

Months from the Date hereof With Interest for the same after the

of Four Cent per Annum And for the further better and more Effectual

securing the Payment unto the said George Savage his Heirs Executors

Administrators or Assigns of the said Sum of Three thousand Current Pagodas

before mentioned for the Payment thereof he the said Mark Daculgoa Mendes

granted Bargained Sold Assigned Transferred and Set over and by these

Present Doth Bargain Sell Assign Transfer and Set over unto

his the said Mark Daculgoa Executors Administrators and Assigns all

Vessels or Ships Called the Ship

Master now lying in the Port of Funchal aforesaid

said Ship or Vessel Tackle Apparel Boats Anchors Cables Guns Ammunition

and Furniture whatsoever thereunto belonging and all the Freight Money

Merchandizes Goods Wares and Effects whatsoever that now are or shall

be or may be Loaded on the said Ship or Vessel or Account of or

belonging to the said Mark Daculgoa Mendes Smith and Blake

Ship or Vessel Boat Tackle Apparel and Furniture and all and every

Cargo Lading Merchandizes Goods Wares and Effects unto the said George

Savage his Heirs Executors Administrators and Assigns to his and their

own proper Use and Behoof for Ever

xxxxxxxx from the said Port of Funchal aforesaid unto Madeira or Elsewhere

xxxxxxxx the Cargo of the said Vessel or whatever Goods Wares or Merchandizes

that now are or shall be or may be Loaded on the said Vessel or Account of or

belonging to the said Mark Daculgoa Mendes Smith and Blake the said

Cargo Lading Merchandizes Goods Wares and Effects unto the said George

Savage his Heirs Executors Administrators and Assigns And for his and their own proper

and sole Use and Behoof for Ever

Provided nevertheless and upon Condition that if

the above bounden Mark Daculgoa Mendes Smith and Blake their Heirs Executors or Administrators

do and shall well and truly pay or cause to be paid unto the above

named George Savage his Heirs Executors Administrators or Assigns

the full and just Sum of Three thousand Pagodas Current Money of

Madeira at the Expiration of four Months from the Date hereof

together with Interest for the same as aforesaid then these Obligations

to be void and of no Effect otherwise to remain in full force and Virtue

Signed Sealed and Delivered
in the presence of Mark Daculgoa Mendes Smith and Blake

Mayors Court
Madraspatnam

Tuesday the 2 Day of February
Anno Domini 1731

Present

George Savage Esquire Mayor
Thomas Sommer — Reynold Adams
John Renton — George Baker and
John Turing — Aldermen

Between George Savage
Lord Saint George Esquire Complainant
and Shaik Davud of Madras
Merchant Defendant

The Defendant by his Attorney Mr Daniel
Shawbridge in Court and Acknowledging the Justness of the Complts
said Demand, Wh. Court doth therefore think fit to Order
and Decree and doth Accordingly Order and Decree that the
Defendant shall pay unto the Complainant the full and Just
Sum of Three Thousand Pardaos Pagodas 3000 — Together
together with all such Interest as now is or shall hereafter become
Due thereon until the full Payment be made also all Costs of this Suit

Filed 26th March 1772

70

To the Honble the
Court at Madraspa
Humble Complainant

80)

26th March 1772

Chas. Dunster
Attorney for the Complainant

Feb.y 15th. Instt. 1772

The Answer of Alexander Leybourn of Madras Merchant and Elizabeth his Wife to the Bill of Complaint of Johanna Maria Catherina Maul of Bengal Merchant by her Attorney

The Defendants

saving and reserving unto themselves all and all manner of benefit and advantage of Exception to the many Uncertainties and Insufficiencies in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as these Defendants are advised is or are material for them to make answer unto they or either of them answering say that they believe it may be true that Thomas Parry Esqr. in the Bill of Complaint named was in his Lifetime and at the time of his Death a Member of the Council of Fort St. George and Governor of Pondicherry and that he departed this Life at Pondicherry aforesaid on or about the Month of October 1761 and that Letters Testamentary of his Will were granted by the Mayor's Court at Madras to Mary Parry Widow and Relict of the said Thomas Parry deceased and Elizabeth Leybourn the Wife of this Defendant Alexander Leybourn two of the Executors in the said Will named and that the said Executors duly proved the said Will and took upon themselves the Execution thereof and that the said Executors have possessed themselves of the Personal Estate of the said Testator and have paid his Debts and Funeral Expences and have received the Debts due to him and have made Sale of his Effects and have Collected and Received the Money arising by such Sale and have Invested the Residue of the said Money in the Purchase of Bills of Exchange and have remitted the same to England and have Accounted for the same in the Books of the Company and that the said Testator was possessed of a considerable Personal Estate and that he was also entitled to a considerable Sum of Money due to him from the Company for his Salary and Allowances as Governor of Pondicherry and that the said Testator

before the said Court at Pondicherry the said Court did adjudge
and the Matter thereof continued, and thereupon further
Decree or Order that the said Two thousand Rupees should be
Paid to the Complainant Agreeable to the said Bill whereof
Decree of the said Superior Court at Pondicherry Dated
Fifth Day of March One thousand Seven hundred and Eighty
Defendant further saith that there hath been Sundry
Sums Balances due Complainant and the said Estate and
Disputes Differences concerning the same Subsequent to the
of Account and the said Two thousand Rupees and
said Mallard thereby Decreed and Ordered to be
Settled to both parties the said Estate has made
with the Complainant for the said Estate but
a Bad Debt Appearance to be willing from the Estate
Complainant by the Complainant to the said Estate which
Not been Collected and this Defendant hopes of Complainant
the Estate entitled thereto the said Two thousand Rupees
Account and answer except that both the Accounts of the
Bad Debt and thereby Two thousand Rupees should be
Defendant Did Offer to pay or Allow the Complainant
Account Either the Amount of the said Bad Debt thereby
hundred and fifty two Pagodas Seventy four Fanams and
Pardon Gathered Two thousand Pagodas Seventy four Fanams and

Pardon and Account, which said Sum of Three hundred and fifty
Two Pagodas Seventy four Fanams and Seven Pardon together with
Interest thereon, Allowed also by this Defendant in Settling the
said Account Amounted to the Sum of Seven hundred and
Sixty Pagodas Thirteen Fanams and a half, And the Sum of Two
hundred and forty Two Pagodas four Fanams and One Pardon being
the Ballance of the said Account as Settled and Adjusted by and
between the Complainant and this Defendant on Account of the
Estate of the said Testator this Defendant Did pay unto the
Complainant the said Sum of Two hundred and forty Two
Pagodas four Fanams and One Pardon, and the Complainant
and this Defendant did on the Twenty fourth Day of June
Which was in the Year of Our Lord One thousand Seven hundred
and Sixty Seven each either a full Release or Discharge to Translate
of the Release Given by the Complainant to this Defendant as
hereunto Annexed for the Inspection of this Honble Court and
Which this Defendant prays may be Admitted as part of this
his Answer, the Original whereof this Defendant Conceives
and Ready to be produced for the Inspection of this Honble Court
When Required. This Defendant further Answering Saith that
Conceives and humbly hopes it will clearly Appear to this
Honble Court from what is herein before Set forth and the said Release
or Discharge that all Accounts and Matters that Were Depending
between the Complainant and this Defendant Either on Account of

25

a General Account being the Account from beginning to the End with the Deceased Ananja Aza Cya Mudl and with one Vann Cya Mudl that Attended Vann and I Nangan the Daughter and Nieces of the Said Deceased having observed the Books and Accounts and Examind and Stilled, said is above mentioned that on the above Account was Debt being the Sum of Two hundred and forty Two Pagodas five fanams and One Deduc, which sum the said Nangan paid and the said Vann Received, that there Remains no Ballance of Transactions made Between us the said Two Brothers, whole being this Sum, which I gave and Received, that what soever Bonds Vouchers, Bills of Exchange, Accounts Letters that shall be Produced Against One another the Value of it shall be Void and Null that also mentioned we Contract One with another this General Account Current Drawn Two in One Tenor one of which the Said Nangan made Authentick and Delivered to the Vann the Other One the said Vann Set our Hand and made Authentick Delivered unto the Nangan Dated at Pondichery 2d of June 1760

Error of the Account Excepted

Vann Cyamand

Witness
Soakum Monuel
Sezar Cyamand
Cyamy Chetteen Sevenaven
Francis Swann
Romand Stephan

True Copy Translate as near as can be from the Original

(16)

Mr Dotoom Acct Current with Bombay

has been taken out of the Accot Sales Current

Feby 4th To Cash Remitted by the Shops Nonsey being the Balance of 168 Rupees of Pardanes which he Mr Colebrook Has had sent who Accot are to be seen being the Balance of a Thousand Rupees for which he gave Bond Mr Colebrook Agt Making at the Rate of 32 p Cent Rupees 1000 - -

To Paid Do - - -

Brought Over Pagodas

Sept. 29 | To Cash Rupees 100 Pagodas on the Hope Snow and Agreement for Exchange | 120
To Cash Rupees of Madras at 15 Months Sight at 1½ Cent Batta of Ditto Rupees together with the Interest of 152 Days Remaining the 30th of March at 1½ Cent Rupees and
To Cash for Interest of 3 Months and 3 Days Discount on which at 2½ Cent Batta of 25 Rupees Made
To Cash for Interest of 3 Months and 3 Days Discount on which at 2½ Cent Batta of 25 Rupees Made
Balance at 12½ Cent
To Cash which Rupees for Bengall Bills Remitted to Mr. 20 Days Cent Batta at the Rate of 333 Rupees per 100 Pagodas
To Bond Interest 3 Months and 15 Days Discount thereof with Remainder which Cannot be Exact Rupees and the Rate of 360½ Rupees per 100 Pagodas Made
These foregoing 12 Articles are Written out of the said Columns Aga Dervish's Account Book Written by him the Amount of which Articles was

	120	
	122½	
	2½	
	110.40	
	250.25	
	25. 20	
	530.40	

Brought Over Pagodas

March 12 | By Amount of Rupees Goods for Malaya Coast the Sum of 150 Pagodas the Premium of which at 1½ Cent and 6½ Cent for having been Wanted in all Remaining | 120. - -
April 20 | By Do Do Rupees for Batavia with the Premium of the | 249. 22 -
Oct 4 | By 5 Corge of Cummercabar which I had Sold to Mr Theodorus Aga Perry at 54 Pagodas but after the same was Out there arisen Disputes that he had brought at 52 Pagodas p Corge than the Money remaining to this day in Dispute if in case it should be a bad Debt Amount brought this Account of the Cowrie - - -

Brought Over Page

The 5. Copies of Indictments against Sold by Mr Saddlemyer
from the time of taking them out on the 5th of January 1781
Mr Johnson Atty Dr and has given them Credit
for Amount at 5/ Pages & Copies Amounting to 37/6
Pages as who Swears forth that the said Mr Saddlemyer
did know that at that time at 5/ Pages the Office
were with the Money had Demanded for every Copy with
Assurance to be an Malicious prosecution Against the said Mr
Saddlemyer Mr Johnson who had Summoned 10 Pages Copies
which Summons have to this time been Answered
Copies from the Crown 10/

Sd Bill was Read and the Plaintiff Attorney Mr Johnson
Mr Saddlemyer Attorney Mr Boyd Mr Saddlemyer
Produced an Order of Court of 15th Instant from the
Crown Office Mr Saddlemyer Attorney Mr Johnson
Demand which Bill was paid Mr Saddlemyer
Attorney Mr Johnson to which Account of was paid from the
Sum of 37/6 Pages to Amount Copies and Amount
the Bill endorsed and 10 Pages also in Crown Office
Patent Office Clerks by Mr Boyd Sixty Seven Pages
to 37/6 Pages which Sum was paid Mr Johnson
4/5 of which Sum Pages was paid Mr Johnson
Pages 10 Pages 5/7.6

Balance which we have Found due and Owing by the
said Johnson Atty we have Found due and Owing by the
Widow and Heirs of the said Johnson Atty Deceased
who became Due this Sum of 262 Pages & Amount Book
(which Sum 77

Brought Over Pounds 232.12.6

The above named Mark of Peter Jones did on the 26th day of
August 1760 Sign Seal and as his Act and Deed Deliver
the within Account of Johannes Lozo Maull and one Johannes Lozo Maull
the within named Peter Jones for Expenses to the said and on the said Peter
and Sworn on the Holy Bible and Book of the said Johannes
Examined the Books and Accounts and Settled upon the said
and the Balance of which said Account is 262 Pounds 3 Shillings
and 11 Pence which Sum the said Johannes Lozo Maull
said Peter Jones hath Received and in Consideration
Johannes Lozo Maull
Johannes Lozo Maull
Peter Jones
Johannes Lozo Maull
Johannes Lozo Maull
Johannes Lozo Maull

Brothers Richard Durand Esqr Overseer Esqr Marcus Swanwick Esqr
Mayor then the Defendants were summoned Accounts and Vouchers and
produced till all upon the two Thousand Defendant as the Executors
&c. to the Estate and Effects of the aforementioned Durand Esqr
Overseer Esqr Mayor, which Accounts were Submitted to Arbitration
and all Books, Papers, Vouchers &c were produced and layed before
the Arbitrators Chosen for that purpose who examined the several
Accounts by comparing the Vouchers with the several Charges and
gave a Determination in favor of the Replicant that Replicant
further saith that he does not Admit that the said two thousand Rupees
was ever submitted to the Consideration of the Arbitrators or that it
was any part of the General Account neither could it ever have
been any Award to have Demanded a Legacy before it was known whether
the Replicant stood indebted unto the said Estate or the said Estate to him
the Replicant further saith that the Demand upon the Defendant was
by virtue of the Testators last Will and Testament and Confirmed by
a Court Legally Authorized and therefore a distinct matter and unapt
for any Account to have ever had by and between the Accountants
but for him and the Replicant and which is Admitted by the Defen-
dant in his Answer by the several pleas therein set forth as a Bar to
the Replicants Demand, for in the first place the Defendant Admits
the Legacy of two thousand Rupees but avers that the same was included
in the General Accounts as a Set off to a bad Debt arising upon the
Sale of some Goods belonging to the Replicant and that the Ballance
of such Accounts being paid a Release or Discharge was made
Out and Actually Signed and given to each party, which Release

(96)

(97)

Filed the 29th April 1773

The Replication of Thomas Sawyer and Ralph Hubbard Esqrs to the Plaintiffs Bill of Complaint

This Defendant Comes and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception to the many manifold Errors uncertainties and Insufficiencies in the said Replication contained for Replication thereunto saith that he the Answer to this Defendant to the Plaintiffs Bill of Complaint and all and singular the matters and things therein contained are good true certain and sufficient in the Law to be Replied unto in such manner and form as the same are therein and thereby and whereby they are pleaded and this Defendant for further Rejoinder to the said Replication saith that he still Abides by his Answer to the said Plaintiffs Bill and denies all and singular the Combinations Confederacies Unlawful Actions Trespasses Wrongs and Injuries in the said Plaintiffs Bill of Complaint charged

General Covenant or that it Establishes the Replication and Maynot
Cause or any Conformation of the Justness of the Debt on the Replicant
Unjustly Sets forth in the said Replication that the Contemporary the
Defendant Saith she Conceives the Length of Time that Elapsed since
the Settling the said Matters without any Demand being made
by the said Replicant on the Defendant does of itself clearly
Demonstrate that the said Replicant had no Just Demand on the
Defendant, why then should not the Defendant, whom so unjustly
Called on and Prosecuted Plead the Several Matters and things in
Bar of the said Action and Demand which are Clearly said
Apparently in her Favor, and shew how Unjustly she is pursuing
Demand to be Founded at from Whence it is to be Inferred that the said
Demand is Just. That Method of the Replicant Arguing Appears
to the Defendant very Strange and Contradictory and shews to
what Shifts the Replicant is put to make his said Unjust Demand
and Action Appear in the least Plausible, and the Defendant doth
still the more to Confirm her said plea of the Statute of Limitations and
still Absolutely Denies that any Demand was made on her the
Defendant on Account of the matters in Question from the Year One
Thousand Seven hundred and Sixty to the Year One Thousand Seven
hundred and Sixty Nine, as set forth in the Defendants said Answer
And regarding what the Replicant Says of his not pressing her with the
Repeat for Payment as she was the most of Ten, or more matters of
Expence, and his Action and Conduct in the Affair after Settling
and Adjusting Matters with the Defendant, and having Discharges
Given as before mentioned, shews the little Attention the Replicant

(102)

Shannon Callan
Peggy Colebrook
David Marcus
Hazard Coggeshall
Peleg Thomas

(103)

January 1st — Do You know or do You not know the Parties Complainant and Defendant in the Title of these Interrogatories named, or any of them, and how long have You so known them or either and which of them —

Shannon Callan
Peggy Colebrook
David Marcus
Hazard Coggeshall

Duplex —

2 — Do You know or do You not know of the Cause of Difference or Dispute arising between the above said Complainant and the said Defendant as by Them set forth the same, If You know or Do You not know if any and what Account or Accounts were Adjusted and settled between the Complainant and Defendant, as by You know or do You not know if such Accounts were for and on behalf of the Complainant and the Estate of Peg. Ann Coggeshall Maud otherwise called Joanna Coggeshall Maud or on behalf of the Complainant and Defendant as the Representatives of their Father Daniel of Block Island set forth the same —

Shannon Callan
Peggy Colebrook
David Marcus
Hazard Coggeshall
Peleg Thomas

3 — Do You know or do You not know or have You heard that the Complainant is or is not entitled to some and what Legacy under the Will of the said Peg. Ann Coggeshall Maud of Block Island set forth in the Bill — Do You know or do You not know if such Legacy or any part thereof was not invested and any of the Accounts settled between the Complainant and Defendant as somewhere mentioned in the preceding Interrogatory, if not why not set forth and Declare According to the best of Your Knowledge Remembrance and Belief the whole You know touching or Concerning this Interrogatory —

Shannon Callan
Peggy Colebrook
David Marcus
Hazard Coggeshall
Peleg Thomas

4th — Do You know or do You not know of any Demand being made by the Complainant or his Attorney Representatives before and others for them and Each his Account on the Defendant for the

Said Putromaga has Exhibited Sworn Answer by the Abbreviation of the Arbitrators, Stating the Sum of Four Thousand One Hundred and odd Rupees According to the Attested Copy on Your hands, Sum not at all Undivided to the said Putromaga

Madras July 16th 1778

Sum

Your Honble

(Signed)

Sawyan Raphael

A

Writ Paper Writing was shewn to Mr Peters Thomas at the time of his Examination before me & Cause now Depending and at Issue in the Honble the Mayor's Court of Madras patnam wherein Cojah Petrum Cojah Maull of the City of Muxudabad by his Attorney Cojah Moodin of Madras Merchant is the Complainant and Aunee Sawyan Raphael of Madras Inhabitant is the Defendant this 27th Day of September Anno Domini 1773

Matt Raimes

Examd

A Translation of a Certified Copy of a Letter Written in Armenian by Aunee Sawyan Raphael of Pondicherry

To Mr Cojamaul

Yours of the 5th Instant came to hand on the 10th

by his Attorney Lazo Mendes of Madras Merchant to the Complainant and Anne Sarrapan Raphael of Madras Inhabitant to the Defendant this 27th Day of September Anno Domini 1773

Hall Rumer
Commr.

Mayor Court
Madras Fort St George

Between Belmen Esq. Chief of the Chief of Mundabadin the Kingdom of Bengal Merchant by his Attorney Lazo Mendes of Madras Merchant Complainant and Anne Sarrapan Raphael of Madras Inhabitant Said Defendant

On the Part of the Complainant

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

Mr. Thomas Sutton of Madras Merchant aged 44 Years being Produced as a Witness in this Cause on the Part of the Complainant was on the 25th Day of September 1773 shewn in Person to Mr. John Lyke who is Attorney for the Defendant by Candapah my Servant who also stood by a Note of the same Title and Place of abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deposeth as followeth

To the First Interrogatory in the Deponent saith that he doth know

(109)

Legacy of Two Thousand Rupees bequeathed to the Complainant that this Deponent does Know that such Legacy was not inserted on the Account settled between the Complainant and Defendant as mentioned by the Answer to the Fourteenth Interrogatory and that he doth not Know of any other Accounts being Settled or Adjusted between the said Parties, that this Deponent doth not Know why the said Legacy was not inserted on the Account above mentioned And Answers as to the rest to this or the last Interrogatory

Rob.t Plumer

Examined

Shaemia Sultaun

Sworn 7th May

Before Me

Thos.r Court at

Madraspatnam

Between Coja Petrus Coja

Maul of the City of Manadabad in the

Kingdom of Bengal Merchant by his

Attorney Coja Manuel of Madras

Merchant Complainant and Coja

Narcoyan Raphael of Madras Jubu

bilant Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and

before the Examiner in this Court as follows

Mr. Peter Calthick of Madras Merchant Aged 62 Years

being Produced as a Witness in this Cause On the Part of the Complainant

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Interrogatory

Hall Plumer

Examined

Major Conchas

Madras Establishment

Between Mr. Peter Pereira Complainant

Master of the Ship Musaidabad now lying in the River of Bengal Merchant and Peter Pereira Attorney Late Master of Madras Merchant and Complainant and Anne Barrington Resident of Madras Inhabitant Defendant

On the Part of the Complainant

Deposition of Witnesses taken in this Cause here and before the Examiner in this Court as follows viz.

Mr. Peter Pereira of Madras Merchant aged 54 Years being Produced as a Witness in this Cause On the Part of the Complainant this 23d Day of September 1773 Sworn to Speak the Truth to the Interrogatories Exhibited on the Part of the Complainant by Mr. Peter Pereira Attorney for the Defendant by Cundapah my Servant who also Shall Show all Letters Papers and Writings Relating to the Matters in Question in this Cause and Plans of the Ground in Question and Shall Answer to such other Interrogatories as shall be Administered to him by the Examiner of this Court

To the First Interrogatory this Deponent saith that he doth know the Complainant Peter Pereira Master of the Ship Musaidabad now lying in the River of Bengal Merchant and Peter Pereira Attorney late Master of Madras Merchant and Complainant and Anne Barrington Resident of Madras Inhabitant Defendant

Mayor Court
Madrespatnam

Between Cojah Saboon Gyal
Mall of the City of Muxadabad in the
Kingdom of Bengal Merchant by her
Attorney Joze Moreto of Madras Merch.
and Complainant and Anne Sawyapan
Rajahar of Madras Inhabitant Defend
ant

On the Part of the Complainant

Deposition of Witness taken in this Cause by and
before the Examiners in this Court as follows viz.

M. Mazar Coja Mall of Madras Merchant Aged 64
Years or thereabouts being Produced as a Witness for the Cause on
the Part of the Complainant was on the 25th day of September 1773
Sworn in Person to Mr. Johan Sykes who is Attorney for the
Defendant by Curadgah a Servant who also left Notice
of the same Time and Place of abode of the said Deponent and
afterwards on the same Day being Sworn and Examined Depos
eth as follows viz.

To the first Interrogatory this Deponent saith that he doth know
the Complainant Saboon Cojah Mall in the Title of this Interro
gatory named and that he doth so know from Fifty Years
and upwards and that he doth also know the Defendant Anne
Sawyapan Rajahar in this Cause and that he doth so know
him Near Fifty Years And answereth and to this Interrogatory

Mayor Court
Madrazpatanam

Palmer Cyp. Plaintiff
of the City of Muxadabad on the Kindoosy
Bengal Merchant by his Attorney Joze
Mayor of Madraz Merchant Complainant
and Anna Pareyan Raphael of Madraz
Inhabitant Defendant

On the Part of the Complainant

Interrogations of Witnesses to be sworn this Cause by and before
the Examiner in this Court as followeth—

Mr Peter Thomas of Madraz Merchant Aged 29 Years
being Produced as a Witness on this Cause on the Part of the Complainant
was on the 27th Day of September 1779 Sworn on the Holy to Mr
John Lyke one of his Attorney for the Defendant by Candapa Chitty
Interpreter 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 the first Interrogatory this Deponent saith that he doth and
Knows the Complainant Palmer Cyp. Plaintiff on this Cause but that
he doth know his Attorney Joze Mayor in this Cause and that
He hath to be known here Seven Years and upwards That this
Deponent does also know Anna Pareyan Raphael the Defend-
ant in this Cause and that he hath to be Resident Here Fourteen Years
or thereabouts— And more saith not to this Interrogatory—

2d To the 2d Interrogatory this Deponent saith that he does know

In the Last Interrogatory

Hall Pluned

Examined

Interrogatories to be put to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Defendant in a certain Cause now Depending and at Issue in the Mayors Court at Madraspatnam wherein Patient Cox Hall of the City of Madras and in the Kingdom of Bengal Merchant by his Attorney Joze Mendes of Madras Merchant is Complainant and Anna Sarrajan Raphael of Madras Inhabitant is Defendant

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

2d To Cojee Sazar Cojee Maul and Cojee Gregory Avelon Armenian } Did You or Do You not know the Deceased Joanna Casmael the Complainants Brother and the Defendant Father now last Joanna If Yea, Do You or Do You not know of any Dealings or Transactions that there were between the said Deceased Joanna Cojee Maul and her Children and the said Complainant, Or Do You or Do You not know

as the said Joanes Cox Maule Representative of Wm Watson and the said had Debts Included and made part of the said Accounts and Stilling the said Affairs in the Common Shape or to the best of the Summs mentioned and the said Joanes Cox Maule with and for the said Complainant as aforesaid or otherwise and how for which of these Matters According to the best of Your knowledge Remembrance and belief fully and Particularly Declare

Dillo 5th Did or did not the Complainant and Defendant after they had Settled the Accounts and Matters between the said Complainant and the Estate of the said Joanes Cox Maule or the said Defendant as the said Joanes Cox Maule Representative Execute either a Release or Discharge in or about the Month of June in the Year of Our Lord One Thousand Seven Hundred and Sixty as to the Matters and things Depending between the said Complainant and the said Estate of the said Joanes Cox Maule or the said Defendant as the said Joanes Cox Maule Representative as aforesaid Or were or was and the said Discharge given of the said Accounts If Not Were Was or were there or any Instrument present and did You or Did You not see the same executed by the said Parties Complainant and Defendant Or did You Did You not Subscribe Your Name as Witness to the said Instrument Release or Discharge If Yea were there or were there or any other person present who also Subscribed their Names as Witnesses to the said Release or Discharge If Yea what is become of them Where Lives and the Accounts or Papers are they now Produced and Shewn to You at this the time of Your Examination Marked A: Is the same Matter so Settled and the Discharge that was as aforesaid Given or Signed by the said Complainant and

The Lessees present in Court Mr Justice Ld and Robert
Discharge as far as Appeared by Virtue of the Agreement and
Lessees or Mortgagee Covenanted that all Matters of Account
Lessees were settled between the Complainant and the said
Robert Ld and Elizth his Wife Lessees or Mortgagees
Defendant Appeared to be due Lessees Mortgagees or Either of them
Parties Complainant and Defendant that all such Matters
were then settled & Compromised and the Same mentioned
Will of the said Lessees or Mortgagees in favour of the Complainant
any part thereof to be Allowed or paid by the Defendant to the
account of Yeas for what reason was the said Lessees to depend
and why or what that Matter should be Settled with the other Matters in
Complaint and included in the Account that were Settled by
the said Robert Ld Discharge was Given Can which of them Matters
According to the best of Your Knowledge Remembrance and Information
gather on the Oaths of such Your Belief fully and Particularly
Declare

To Com. Pleas
Tho. Counsel
Bendict and
Com. Mount
Joans.

Did or Do not any Conversation at any time or times
whatsoever happen between You or any of You and
Lessees or Mortgagees Relative to any Money mentioned
will of the Deceased Lessees or Mortgagees in favour of the
plainant or of the said Deceased Relative or About the Matters
and Matters between the Complainant and Defendant in the
Cause If Yea what did the said Lessees or Mortgagees About
Lessees Account or of the said Lessees or Mortgagees
Lessees Relative to the said Lessees or Mortgagees
Lessees the Complainant

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 Defen-
dant If Yea Declare the same as You know have been Informed or
do believe together with the Reasons of such Your belief as fully and
You had been thereunto Particularly Interrogated

John Sykes
Attorney for the Defendant

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Mayors Court at
Madraspatanam

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Balmeen Coja Petrus Coja Maul of the City of Muxadabad in the Kingdom of Bengal Merchant by his Attorney Joze Maurice of Madras Merchant Complainant and Aroon Nazaroo Raphael of Madras Merchant Defendant

On the Part of the Defendant

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

Coja Nazar Coja Maul of Madras Merchant Aged 54 Years being Produced as a Witness in this Cause On the Part of the Defendant was on the 18th Day of October 1773 Sworn to the Charles Boundey where Attorney for the Complainant by Cundapah Interpreter to him also first known & Note of the Name Letter and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent saith that he doth know the Complainant Balmeen Coja Maul in this Cause and that he hath so known him fifty Years and upwards and that he doth also know the Defendant Aroon Nazaroo and Raphael in this Cause and that he hath known him near fifty Years And more saith not to this Interrogatory

To second Interrogatory this Deponent saith that he did know the Deceased Isaac Coja Maul the Complainants Brother and

Complainant that this Deponent knows that the said Loans
bought and sold Goods for One another on Bengal account
and that this Deponent did Sign their Names as Witness to
Settling of some Accounts that had Happened between the said
Jean Maud and the said Complainant at the Time of this Accountants
Jean Maud's Leaving and that such Accounts were Settled by the
Complainant and this Defendant as Executor and Executrix of the said
Deceased And more to the 11th Interrogatory
To the Thirty Interrogatory this Deponent saith that he knew
the said Jeanne Jean Maud having made a Will whereby he
that he was entrusted with the said Will whereby this Deponent knows
his Deceased Nephew that the said Jeanne Jean Maud left most of his Estate
four Thousand Rupees to be Shown to his Brother Solomon Jean Maud
the Complainant in this Cause and more to the 12th Interrogatory
To the fourth Interrogatory this Deponent saith that he knows that
to the Complainant and Defendant in this Cause on the Day
Sixth One Thousand Seven Hundred and Sixty Settling Accounts
together to the Matters and things Depending between the
said Complainant and the said Deceased Jeanne Jean Maud But this
Deponent cannot remember but believes that he himself Counted the
said Accounts at the Desire of the Complainant and Defendant for
that Settling of the said Matters Jeanne between Jeanne Maud
Gregory Thomson Counsel Stephens and this Deponent and that
this Deponent did Hand over Accounts and Settling the said
Accounts as mentioned to be that the Sum of Money mentioned
Merchandize in favour of the

Persons for or on Account or on behalf of the said Partner that there
was a Dispute concerning a Sum of Money that had been imprudently
by the Deceased Jeanne Jean Maud on the Life Time as a bad Debt
But that when this Deponent and the Persons above mentioned
who were present at the Settling of the said Matters as Arbitrators
had Looked over Several Papers and Accounts concerning the Sum
of Money so said to be a bad Debt they found it not to be so and that
it ought to be included as a Part of the Accounts and that it was
therefore considered as a proper charge and included and made part
of the Accounts between the Complainant and the said Jeanne Jean
Maud as aforesaid and that the said Debt was not included and
Made part of the said Accounts on Settling the said Affairs on the
Reason or Head or on Account of the Sum so mentioned on the said Jeanne
Jean Maud's Will in favor of the said Complainant as aforesaid
neither was the said Sum so left in the said Will were mentioned or
taken into Consideration at the Time of Settling the said Accounts
And more to the 13th Interrogatory
To the fifth Interrogatory this Deponent saith that the Complainant
and Defendant did at the Time of Settling the said Accounts and
Matters between the said Complainant and the said Jeanne Jean Maud
Give each a Release or Discharge and which he was about the Month
of January in the said Year of Our Lord One Thousand Seven Hundred and
Sixty as to the Matters and things Depending in the Account Current
between the said Complainant and the said Jeanne Jean Maud and
that the said Discharge was given at the Foot of the said Accounts
that this Deponent was present and does see the same executed
by the said Parties Complainant and Defendant And this

that there were also present Sebaneea Sawan Sragaven Mood
and Comaul Mopham who also Subscribed their Names or Marks
to the said Discharge that Sebaneea Sawan and Sragaven Mo
are dead and that Comaul Mopham is at Goa that the Account
Paper Writing now Produced and Shewn to this Deponent at the
the Time of this Examination Marked A are the same that
were so Filed and the Discharge that was as aforesaid given an
Signed by the said Complainant and Defendant that thereunto
Name of the said Accounts Signed and executed as the same
as the Paper Writing now produced One of which was Given
Complainant and another Given to the Defendant on the
that on the Release or Discharge aforesaid being Given and
it was Executed by this Deponent and by the other Persons
Witness to the said Discharge as far as Appeared to this Depo
of the Opinion of the other Persons that all Matters Relat
the Accounts Current that had Appeared between the Com
and his Brother Soonea Cya Maul Deceased were Settled by the
Complainant and Defendant and further this Deponent
Cannot pretend to say what was the Meaning or Intent of the
Parties Complainant and Defendant concerning the said Matter
that this Deponent and the said Witness aforesaid as far as this
Deponent can know this Opinion do consider that the said Mat
rised on the Bill of the said Soonea Cya Maul on Account of the Complai
and was to be afterwards paid by the Defendant to the Complainant
That the said Sum was to be afterwards to paid as this Deponent
conceives because it was not included in the aforesaid Accounts

And that the said Release was only given for the Matters in the said
Account Current And nevertheless not to those or the last Interrogatory

Hall Plumer
Examiner

Mayor's Court at
Madraspatanam

Between Cya Patoon Cya
Maul of the City of Muxadabad in the
Kingdom of Bengal Merchant by his
Attorney Seze Mardee of Madras Mercht
and Complainant and Muni Narrayan
Raybard of Madras Merchant Defendant
On the Part of the Defendant

Deposition of Witness taken in this Cause on the
before the Examiner in this Court as follows viz.
Cya Gregory Aratoon Sherman Aged 46 Years or
thereabouts being duly Produced as a Witness in this Cause on the Part
of the Defendant was on the 19th Day of October 1773 Sworn and
Sworn to Mr Charles Brumley whose Attorney for the Complai
nant by Cundapatamy Servant who also left known a Note of the
Name Title and Place of abode of the said Deponent and afterwards
on the same day being Sworn and Examined Deposeth as follows viz
To the first Interrogatory this Deponent saith that he doth know the
Complainant Patoon Cya Maul in this Cause and that he doth
so known him Twelve or fourteen Years and that he doth also know

2. To the Second Interrogatory this Deponent saith that he knew the Deceased Seamen Cojn Maul the Complainant Pandian Defendants Father in his Life time but that he did not know any Dealings or Transactions that there were between the said Seamen Cojn Maul in his Life time and the said Complainant after the Decease of the said Seamen Cojn Maul this Deponent saith Nothing to the Said Interrogatory but Referrs to the Settlement that had depended between the said Seamen Cojn Maul & Complainant (knowing the Life time of the said Seamen Cojn Maul) that it was many Years ago Since the Settling of the said Accounts And Moreover this Deponent does not know any of the Parties Said Accounts And Moreover saith and to the Said Interrogatory

3. To the Third Interrogatory this Deponent saith that he Knew that the said Seamen Cojn Maul did Make his Will and that the Sum of Two Thousand Rupees was therein Bequeathed in favour of the Complainant Pandian Saith and to this Interrogatory

4th To the fourth Interrogatory this Deponent saith that he knew the Complainant and Defendant in the Year of One Thousand Seven Hundred and Sixty nothing Account Together and Stood and Charge that had depended between the Complainant & Seamen Cojn Maul that this Deponent does not know the Parties and the said Accounts as at whose Desire but that the said Mudeliar Settled the Accounts of Johannes Seman Seagaram Manuel Covaut Stephan Nazar Cojn Maul and this Deponent did desire to peruse

Mentioned in favour of the said Complainant in the Bill of the said Deceased Seamen Cojn Maul was not taken into Consideration by the said Pandian in Settling the said Affairs neither does this Deponent know of the same being so taken into Consideration by any other Person or Persons on behalf of the said Parties. That this Deponent does Recollect that the Defendant in this Cause did Say upon that Occasion that there was a Charge in the aforesaid Accounts that Seamed embarrassed and which he was a Credit Given the Complainant for the Amount of Goods belonging to the said Complainant sold to one Thatwa Aggapery by the Deceased Seamen Cojn Maul. And which the said Seamen Cojn Maul had mentioned in his Books not having Received the Money for that the said Defendant alledged that his Father the Deceased Seamen Cojn Maul had left the Sum of Two Thousand Rupees aforesaid to the said Complainant in Lieu of the said Account of Goods Sold to Thatwa Aggapery as the Accounts were not properly Settled and that therefore if She was to Pay the said Amount of Goods so Sold She ought not to pay the said Sum of Two Thousand Rupees to the said Complainant. That this Deponent and the rest of the Arbitrators Present on that Occasion being Johannes Seman Seagaram Manuel Covaut Stephan and Nazar Cojn Maul proceeded to examine the Propriety of the Charge so allowed in favour of the Complainant for the Goods sold on his Account as aforesaid and did find that by Papers and Account Current which was Produced from the aforesaid Thatwa Aggapery between him and the Deceased Seamen Cojn Maul had been Satisfied for the said Amount of Goods so sold and that therefore the said Charge in favour of the Complainant was just and proper and the said Accounts between the Complainant

and Defendant jointly and Severally and Given to each of them by the
other that on the said Release or discharge being Given and executed it
was by this Deponent and the said Witnesses present at the Signing of
the said Discharge as far as Appeared to this Deponent of the Opinion
of such other Witnesses, considered that all Matters of what nature
Soever that respected the said Account Current that had Depended
between the Complainant in this Cause and the Defendants Sons Cyrs
Maul Crowne Settled by and between the Complainant and Defendant
in this Cause and no otherwise That this Deponent cannot pretend
to determine which might by the Sense and Meaning of the Parties
themselves on that Occasion but believes that the Complainant
thought that the Accounts Current aforesaid only was Settled and
that the Defendant imagined all Accounts were settled between Him
and the said Complainant of what Nature soever that as to Opinion
or Debate was brought on Concerning the said Sum mentioned in the
Bill of the said James Cyrs Maul Crowne Sawer of the Complainant This
Deponent does not Know nor can he for any thing to the Contrary
Expected that the said Sum was afterwards to be paid by the Defendant to
the Complainant That the said Matter was not Settled at the time of
the Settling the other Accounts by this Deponent and the other Arbitra-
tors because it was not Required of them to Decide upon that Matter
that why it was not so brought before them before the Signing of the said
Discharge this Deponent Knows not And more will not to these
Interrogatories

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Jabez Cya Maul &c. [illegible]

Mall Flamer

Examined

Mayor Court at
Madraspatnam

Benson

of the City of Madraspatnam
Gent. Merchant by the Worshipful
Mayor of Madras Merchant
and Anne Morgan Widow
Defendant

On the Part of the Defendant

Deposition of Witnesses taken in the Cause

Cya Rotna Flamer of Madras Merchant
being Sworn on a Voluntary Oath in the Cause depending
was on the 20th Day of October 1752 Examined
Separately before Attorney for the Complainant by Virtue
of a Commission issued out of this Court bearing Date
the 15th Day of October 1752 directed to
Edward Saltwell Esqr and others and after-
wards upon the Cause coming on to be heard
on the part of the Defendant and Cross Interrogatories
to the said Interrogatories

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Deponent does also know Anne Morgan and Raphael the Defendant
in this Cause and that he hath or knows her fourteen Years or
thereabouts And more saith not to the Interrogatory

To the Sixth Interrogatory this Deponent saith that Several times
at large and about Nine Months ago he had Conversations with the
Cya Nazar Cya Maul Relative to some Money mentioned in the Will
of the Deceased Jeanes Cya Maul in favor of the Complainant and
of the Deceased's Intentions and about the Accounts and matters
between the Complainant and Defendant in this Cause that the said
Cya Nazar Cya Maul on those Occasions always declared to this
Deponent that he knew all the Accounts and Concerns of the Dece
and Johannes Cya Maul and if it was Required of him would Swear
that the Sum mentioned in the Will of the said Deceased in favor
of the Complainant was on Account of some Embarassments in
the Accounts between him and the said Complainant And more
saith not to this Interrogatory

To the last Interrogatory this Deponent saith that he knew the
said Will and Accounts of the Deceased and saw that the Accounts
were much Embarassed and is of Opinion that the said Sum mentio
ned in the said Will in favor of the Complainant was on Account of the
said Embarassments that this Deponent having asked the said Cya
Nazar Cya Maul how the Arbitrators could settle those Accounts
as they had done Saying the said Accounts were wrong the said Nazar
Cya Maul told this Deponent that two of the said Arbitrators who are
Heathens that is at War with one of the same Opinion with this Depon
ent concerning the Error and Embarassments of the said Accounts
and that the Defendant ought not to have paid a Charge that there

(135)

Defendant Samuel Narayan Raybaut in this Cause and that he is
to Remember but Twenty Years and upwards And more saith not to this
Interrogatory

To the Sixth Interrogatory this Deponent saith that he has at Diffe-
rent Times and about four Years last Month had Conversations at
Divers which the Coja Mogul Isaac was present with the Coja Nazar
Coja Maul relating to some Money remained in the Will of the
Deceased Isaac Coja Maul in favor of the Complainant and Concern-
ing the Decease Settlement and about the Accounts and matters
between the Complainant and Defendant in this Cause but that this
Deponent cannot recollect Particularly what the said Nazar Coja
Maul said on those Occasions but that as he can Remember he believes
he said that it would be better for the Defendant if the Complainant
and Defendant had not put the Disputation Question in the Mayors
Court for that she would be Obliged to pay over again some Money
that She had already discharged that if they had agreed to have it
decided by the Arbitration of some Persons of their own Nation it
would not fall so heavy upon her that the Remembrance this Depo-
nent has of the above is rather confused and that he cannot recollect
what Answer the said Coja Nazar Coja Maul allowed for his Suggesting
the above that about Two Days After the said Coja Nazar Coja Maul
told this Deponent the Substance of what he had been Depositing at
Morning as a Witness in this Cause and which Appearing to this
Deponent Different from the former Depositions of the Matter in

Mayors Court
Madrespatnam

Between

Coja Petrus Complt
the Ch. of Mercht. Inclosed in the Bond
Coja Mercht and by his Attorney
of Madras Merchant Complainant
Isaac Hanna and Raybaut of the
Jurisdiction Defendant

Upon Motion of Mr Hodges for the Complainant in this Cause
Coja Isaac Benedict of Madras Merchant Ag.
being Sworn on the Holy Gospel in this Cause on the Part of the Plt.
was on the 20th Day of October 1777 Examined by Mr Charles
who was Allowed for the Complainant by the Court and being duly
also left three Marks of the usual Seal to said Plans for the Use of the
Deponent and afterwards on the same Day being duly Sworn
Examined Deponeth as follows viz.

To the first Interrogatory

to that summond with this Deponent was shewn to Rehabut Vahab
at the Mill of the said Deceased Johannes Cojá Maul and found to
bear a Different Meaning from what he at first imagined the
Same was to be Known the last Interrogatory

Hall Rumer
Examined

James Pereira

Mayor Court
Madraspatnam

Belmen Esq. Pelham Esq.
of the Chief Mr. Admitted on the Part
of Bengal Merchant by the Attorney
Words of Madras Merchant Esq.
and Some Marriner Resident of
Said Island Defendant.

On the Part of the Defendant

Deposition of Witnesses taken on the Cause depend
the Examiner on this Court as follows to

Cojá Miguel Soares of Madras Merchant aged 37
Years duly Sworn and Examined Deposeth as follows to
Defendant was on the 19th Day of October 1773 Shewn
Mr Charles Brooke one of Attorney for the Complainant by
pah my Servant who also left them a Note of the Name
Place of abode of the said Deponent and afterwards on the Same
being Sworn and Examined Deposeth as follows to

To the first Interrogatory this Deponent saith that he doth know
Complainant Johannes Cojá Maul and
Knowledge

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To this Interrogatory

To this 2nd the Interrogatory this Deponent saith that he has severall
Several Conversations at Different times about a Year Two Months and
One Month ago between Cojá Nazar Cojá Maul and other Persons and
that he believes Cojá Jeremiah Benedict another Witness in this Cause
was present since or Times That on the Conversations were Relative to
Some Money mentioned in the Will of the Deceased Johannes Cojá Maul
in favor of the Complainant and about the Deceased Intentions and
about the Accounts and Matters between the Complainant and
Defendant in this Cause That the Substance of what the said Cojá
Nazar Cojá Maul said on those Occasions was that it was his Opinion
that the said Summ mentioned in the Will of Johannes Cojá Maul in favor
of the Complainant was by the Deceased Intentions on Account of
Some Error in his Accounts with the said Complainant and that the
Defendant having paid that Error would be Obliged also to pay the said
Summ mentioned in the said Will That about two or Three Days ago
the said Cojá Nazar Cojá Maul said to this Deponent and some other
Persons That he thought the same mentioned in the Will of the Deceased
Johannes Cojá Maul was left as a Legacy in favor of the Complainant
and not as a Compensation for any Error in his Accounts That upon
this Deponent Observing to the said Cojá Nazar Cojá Maul that what
he said at that time was Different from what he had before delivered as
his Opinion of the said Matters the said Cojá Nazar Cojá Maul said that
it was so and that he had altered his Opinion from considering even as
the said Will of the Deceased Johannes Cojá Maul by which he found the
Matter was not as he had before imagined And more this Deponent saith not to

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Additional Interrogatories

To be Administered to the said Witnesses

on the Part and Behalf of the Defendant

Cross Examination

To all the Witnesses } to Wit

Do You know the Parties Complainant and Defendant in this Cause or either of them & how long have you known them or either and which of them Declare

To Mr Agecarloom Aryam
To Mr Isaac Mordecai
To Jonathan Gerbrand
To Lewis Lafore and
To Lewis Thomas

} Do You know or have heard of any Letter or Letters Writing or Answer Returned to or from Messrs Gerbrand & Co Merchants at Amsterdam by the Ship Prince Maurice Commanded by Capt Mordt Vander Meer or any other Ship or Vessel from the Year 1750 to the Year 1754 Inclusive Relating to the Affairs of the Complainant or Defendant If Yea Declare the same as You know or believe

B. If You did Receive the Sum of Two thousand Rupees mentioned in the said Letter Relating to the Affairs of the Complainant If Yea did You Receive the said Money for the Use of the Complainant or Defendant Declare

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Particulars in the said Bill Related to the said Answer mentioned in favor of the Complainant in this Cause Agreeable to the Knowledge You have of the Armenian Custom and Method of Expressing themselves in their Wills and Writings The whole of these Matters fully and Particularly Declare

To all the Witnesses } Do You know of any other Matter or Things or have You Heard or can You Set forth any thing touching the Matters in Question in this Cause that may Tend to the benefit or Advantage of the Defendant If Yea Declare the same as You know have been Informed or do believe together with the reasons of which Your belief is Founded or do believe thereunto Particularly Examined as fully as if You had been thereunto Particularly Interrogated

John Sykes
Attorney for the Defendant

Translate or make as near as can be from Armenian Language

An Extract of a Last Will and Testament executed by my Deceased Father Seamsa Ogan Cojamaul at Pondicherry 14th of June in the Year 1757 as follows

"I do declare as for the Sum of two thousand Rupees out of my Estate shall give unto my Brother Phanu Ogan the above mentioned that any Books and Accounts are in great Confusion

To the Gentlemen of our Nation

The above an Extract of a Last Will and Testament

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Please to Compare the annexed Writing with the Last Will and Testament now Opened and to Certify Us that the above mentioned Legacy of 2000 Pagodas which is to be paid out of Our Effects is therein Bequeathed to Us and Whether any Limitation is made therein as to the Time when the same shall be Obliged to be paid.

Gentlemen

Your most Obedient Humble Servt

(Signed) Sarkies Aga

Madras
24th of December 1771

Shewn me the Copy of the Last Will and Testament now Opened in which I find the Sum of 2000 Pagodas Bequeathed to Messrs Thomas Hyde & Co for the Account of their Constituents and that no Limitation is made therein as to the Time when the same shall be paid.

Abraham Sarkies Aga

Shewn me the Copy of the Last Will and Testament now Opened in which I find the Sum of 2000 Pagodas Bequeathed to Messrs Thomas Hyde & Co for the Account of their Constituents and that no Limitation is made therein as to the Time when the same shall be paid.

Joseph Marcharas

The above Sum of 2000 Pagodas which is Bequeathed to Messrs Thomas Hyde & Co by the Testator of the Last Will and Testament now Produced is that the same for their Account had with them.

Abraham Sarkies Aga
Joseph Marcharas
Peter Peters Aga

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All the Papers Writings was Shewn to Coja Sarkies Aga Coja Joseph Marcharas Coja Abraham Sarkies Aga Coja Peters Saturdand Coja Peters Thomas Respectively at the times of their several Examinations before me in a Certain Cause now Depending

I Pongal Mundaliar by the Attorney from Mundaliar the
Defendant in the Complainant and Annaul Mooreyan Pighaliar
Mudeliar Defendant in Defendant on the 26th and 27th
October Anno Domini 1773

Hall Plumer
Examined

Mayor's Court
Madrasapatnam

Delmen Interpreter
of the Chief Mundaliar on the part
of Pongal Mundaliar Defendant
Merchants of Madras Mundaliar Complainant
and Annaul Mooreyan Pighaliar
Inhabitant Defendant

On the Part of the Defendant

Deposition of Witness taken on the Complaint
before the Commissioners on their Court as follows

Coja Mucuntoom Hussain of Madras Merchant
aged 45 Years being Sworn on a Multifer on their Court
Part of the Defendant was on the 26th day of October 1773 before
Person at the Office of the Court Secretary where Attorneys
Complainant by Interpreter being Sworn on the aforesaid
of the Mayors Court and Charge of Adultery thereon Deposed
as follows viz

To the first Interrogatory this Deponent saith

Knows the Defendant Annaul Mooreyan Pighaliar in this Cause and that
he is a Native Indian and Twenty Years and upwards And more saith
to this Interrogatory

To the Second Interrogatory this Deponent saith that he has seen the
Copy of the last Will and Testament of Jeanee Coja Maulim in the
Proceedings of this Cause named That it was shewn to this Deponent
with the Paper Writing now produced and shewn to this Deponent at
this the Time of this Examination Marked B that this Deponent
did Give his Opinion on the said Paper Writing relative to the Sum
of Two Thousand Rupees mentioned in the said Will in favor of the
Complainant that Coja Jeanee Mauricus Coja Abraham and Coja Astwas
also Coja Petrus Lazarus and Coja Petrus Thomas did also Give their
respective Opinions relative to the said Sum of Two Thousand Rupees
in the said Paper Writing and that this Deponent and the said
Persons do Subscribe their names to their respective Opinions relative
to the said Matter that the Opinion of this Deponent given on the said
Paper Writing is the real Sentiment and Opinion of this Interpreter of the
said Testator in his said Will relative to the said Sum mentioned in favor
of the Complainant in this Cause agreable to the best Knowledge which
this Deponent has of the Armenian Custom and Manner of expres-
sing themselves in their Wills and Writings And more saith not
to this or the last Interrogatory

Hall Plumer
Examined

Mentioned in the said Will on the Part of the Complainant that Coja Muccadam Mirzan Coja Abraham Lee Petrus Coja Petrus Salaar and Coja Petrus Thomas did also give their respective Opinions Relative to the said Sum of Two Thousand Rupees on the said Paper Writing and that this Deponent and the said Persons did Subscribe their Names to their Names to their respective Opinions Relative To the said Matters That the Opinion by this Deponent given on the said Paper Writing is his real Sentiment and Opinion of the Intention of the said Testator on the said Will relative to the said Sum Mentioned in favor of the Complainant in this Cause agreable to the Knowledge which this Deponent has of the Armenian Custom and Manner of expressing themselves in their Wills and Writings And moreover this not to this or the last Interrogatory

Johannes Mardeross

Hall Plumer
Examin.

Mayor's Court at
Madraspatnam

Between Coja Petrus Coja Mauk
of the City of Muxadabad in the Kingdom of
Bengal Merchant by his Attorney Coja Mauk
of Madras Merchant Complainant and
Anne Massey and Raphael of Madras
Inhabitant Defendant
On the Part of the Defendant

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

in this Cause on the Part of the Defendant was on the 22d Day of Octr
1773 shown in Person at the Office of Mr Charles Brumley where
Attorney for the Complainant by Curia Pauperis was Present who also
left there a Note of the Name Title and Place of abode of the said Deponent
and afterwards on the same Day being Sworn and Examined Deposeth as
followeth

To the first Interrogatory this Deponent saith that he doth Know the
Complainant Peloure Esqr Mariner in this Cause and that he hath been
known Nearly or Quite four Years and that he doth also Know the Defendt
Anne Morgan and Raphael in this Cause and that he hath or Knows
Nor Ever Hath or Expects Any Gain Profit or Advantage Directly or
Indirectly in the Event of this Cause

To the Second Interrogatory this Deponent saith that he hath seen the
Copy of the last Will and Testament of Thomas Esqr Mariner in the Pleadings
of this Cause named that it was shewn to this Deponent at this Time
Paper Marked A now produced and shewn to this Deponent at this Time
of this Examination Marked B that this Deponent did Give this
Opinion on the said Paper Marked A relative to the Sum of Two Thousand
Rupees mentioned in the said Will as Legacy of the Complainant the
Esqr Maria Anne Morgan Esqr Daniel Mathews Esqr Deceased
and Esqr Peloure Thomas did also give their respective Opinions
relative to the said Sum of Two Thousand Rupees on the said Paper
Marked A and that this Deponent and the said Persons Do Subscribed
their names to their respective Opinions relative to the said Will
that the Opinion by this Deponent given on the said Paper Marked
A is the last Instrument and Opinion of the Testators of the said

Copy of Minutes taken in this Cause and Marked A

Hall Plumer
Examd

Mayors Court at
Madrapatnam

Between Esqr Peloure Esqr Mariner
of the City of Muxadabad in the Kingdom of
Bengal Merchant by his Attorney Lazr
Moses of Madras Merchant Complainant
and Anne Morgan Raphael of Madras
Inhabitant Defendant
On the Part of the Defendant

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

Esqr Peloure Mariner of Madras Merchant Aged 30 Years
Pleadings being Produced as Witness in this Cause on the Part of the
Defendant was on the 22d Day of October 1773 shown in Person at the
Office of Mr Charles Brumley where Attorney for the Complainant by
Curia Pauperis who also left there a Note of the Name Title and
Place of abode of the said Deponent and afterwards on the same Day
being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he does not
Know the Complainant Peloure Esqr Mariner in this Cause but that he
hath been known Nearly or Quite four Years and that he hath

Father or Farmer the Fifteenth or fourteenth Years And more or else to the
this Interrogatory —
To the second Interrogatory this Deponent saith that he has seen the
Copy of the last Will and Testament of Seamo Cojo Maul in the
Pleadings of this Cause named And the same was shown to this Deponent with the
Paper Writing now produced and shown to this Deponent at the time
of his Examination Marked B that this Deponent did Give
his Opinion on the said Paper Writing relative to the Sum of Two Thou
and Rupees mentioned in the said Will in favor of the Complainant
that Coja Mucarteum Mirgum Coja Seamo Mauk was Executor
for Nelson Abraham and Coja Petrus Thomas did also Give their Opinion
Opinions relative to the said Sum of Two Thousand Rupees in the said
Paper Writing and that this Deponent and the said Petrus Thomas
there named in their respective Opinions relative to the said Paper Writing in their
the Opinions by them Severally given in the said Paper Writing in their
last Instrument and Opinions of the Executors of the said Nelson
said Will relative to the said Sum were Entered in favor of the Complainant
in their Favor agreeable to the Purport which this Deponent then
the manner Custom and Manner of Expressing themselves in such
and Writings And more to this or the last Interrogatory —

Hall Skinner

Examined

Mayor's Court at
Madrapatnam

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On the Part of the Defendant

Deposition of Witnesses to be given in this Cause by and before
the Examiners in this Court as follows viz —
Coja Petrus Thomas of Madras Merchant Aged 29 Years
being Produced as a Witness in this Cause On the Part of the Defendant
and Sworn in Court at the Office
in Madras the 28th Day of October 1773 Sworn in Court at the Office
of Mr Charles Saunders where Attorney for the Complainant by
Candapatchen Servant who also left Down a Note of the Names
Titles and Places of abode of this and Deponent and afterwards on the
same Day hereunto Sworn and Examined Deponent as follows viz —
To the first Interrogatory this Deponent saith that He doth not
know the Complainant Coja Seamo Cojo Maul in this Cause but that
he doth know the Attorney for Mr Macartney in this Cause and that
he doth not know the Answer Dated 3rd June and signed by Coja
Seamo Cojo Maul and Raphael the
Deponent does also know Seamo Seamo Mercayan and Raphael the
Defendant in this Cause and that he doth not know the
Fourteen Years or thereabouts And more to this
Interrogatory —
To the second Interrogatory this Deponent saith that he has seen
the Copy of the last Will and Testament of Seamo Coja Maul in the
Pleadings of this Cause named that it was shown to this Deponent
with the Paper Writing now produced and shown to this Deponent
at this the time of his Examination Marked B that this Deponent
did Give his Opinion on the said Paper Writing relative to the Sum
of Two Thousand Rupees mentioned in the said Will in favor of

...after due time Together the Opinions relative to the said Lunacy there-
...Counsel Papers on the said Paper Writing and that they Exposed
...and the said Lunacy did subscribe their Names to their respective
...Opinions relative to the Two Matters that the Opinion by them Signed
...Opinion on the said Paper Writing was their real Sentiment and Opinion
...of the Lunacy of the said Testator and Will relative thereto
...Lunacy and in favour of the Complainant's Case appeared
...the Knowledge which the Deponent has of the Testator
...and Manner of expressing themselves on their Wills and Writings
...did severally and to their several Subscriptions

Will Sumner
Common

Lieut. Col. Dyer
Junr. Counsel
Solrs. Junr. Common

Lieut
George Lawrence Capn. Major
Thomas Turner George Smith
George Baker and John Benton
Aldermen

Belmen Con. Solrs. Com.

Widow the Daughter and heiress of
Cyr Desmarais Late Master of the same
Plaintiff Defendant

This Cause coming on to be Heard and Debated this
Day in the Presence of the Attorneys on both sides and Reading the
Complainants Bill, The Defendants Answer with the Examinations
Rebutter Surrebutter, The Replication, The Rejoinder, The Interrogato-
ries and Depositions on the part of the Complainant with the Exhibits
Marked A and B thereto and the Interrogatories and Depositions
on the part of the Defendant with an Account and Discharge
Marked A (as with the several Accounts Opinions Marked B
Accounts) After hearing Read the Pleadings and Evidence by the
Attorneys for the Complainant and Defendant and Counsel for the
Attorney General Not to be heard on behalf of the Crown This
Cause coming on to be heard upon the Pleadings and Evidence by the
Plaintiff's Bill and Defendant's Answer being a Release
Plea and Answer thereto by the Defendant and having Duly Considered
and Order to Bar the present Action and having Duly Considered
the Examinations of Witnesses and the Exhibits and Evidence
thereto and Counsel that the said Plaintiff ought to be Barred
the Examinations of Witnesses that the Amount of the Legacy
Present Suit and due and Appears that the Amount of the Legacy
was paid for, was included in the General Accounts Settled between
the Complainant and the Defendant at the time the Release was
Given which Release Annexed to the said Accounts the Court
then proceed to take into Consideration the 2 Pleas made thereto by
the Defendant being Barr the Statute of Limitations and having
Duly Considered the same are of Opinion that the said Plaintiff also
ought to be Barred the present Action The present Suit being
...

Humble Complaint

Madrs. 31st July 1773

Daniel Sham
Attorney for the Complainant

15A.

Madras 22 May 1773.

I Moodu Saig do hereby Acknowledge to have Borrowed and Received of Mr Anstruther Esqr the full and just Sum of Twenty Six Pagodas Two Fanams and Forty Cash Current Money of Madras which Sum I Promise to Pay on Demand to the said Anstruther Esqr with Interest thereon at the Rate of Nine per Cent P Annum

by Seegapah

[Signed] Moodu Saig

Witness

Annachalum

Cundapah

A True Translate as near as can be taken from the Original in the Malabar Language by Commonpaker Interpreter

Daniel Shaw
Attorney for the Complainant

Mayor Court at Madraspatnam

Tuesday the 22 Day of March Anno Domini 1774

Present

George Savage Eqr Mayor
Thomas Powney George Baker
and John Lorimo Aldermen

Moodu Saig

and Moodu Saig of the same Place Inhabitant Defendant

Appearing by the Records of this Court that the Defendant has been Served with the Usual Rule to Answer the Complainants Bill but wilfully and Obstinately Refusing so to do This Court doth therefore think fit the Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Twenty Six Pagodas Two Fanams and Forty Cash Pagodas 26.10.40 Together with all such Interest as now is or shall hereafter become Due thereon and till full Payment is made also all Costs of this Suit

By Ct

Filed 4th June 1773

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator William Chambers the Servant of the Honble the United Company of Merchants of England trading to the East Indies at present Resident at Cannanore Malabar Coast in the Service of the said Company and employed by their Attorney Anstruther Esqr in the Districts of Cottabar Mendanad by the Allowance of the said Company and Agent of the Malabar Coast that James Moody of Madras Merchant stands indebted unto Your Orator in the full and just Sum of One Thousand and Fifty Pagodas Current Money of Madras

in the Annexed Account Current which Your Orator prays may be
Admitted as part of this his Bill of Complaint and to the Said Account
which said Account Current and Oath the following Memorandum
which said Account Current and Oath the following Memorandum
Your Orator Humbly hopes leave to refer this Honble Court That Whereas Your
Said Orator by One Deed or Bill of Sale bearing date the Second day
of January in the Year of Our Lord One Thousand Seven Hundred and Seventy four
Said James Mott of Madras Merchant for Divers Sums of Money
Situated and Lying and being on the North East Corner of
Square Next unto the Admiralty Street on the East adjoining to
the House of One Mr. Moss Leaving together with all the Appur-
tenances thereto belonging for the Space of Fifteen Hundred
Pagodas yearly to be Accounted the Sterling Money of Great Britain
Pagodas yearly to be Accounted the Sterling Money of Great Britain
Estimated after the Rate of Eight Shillings for every Pagoda as
Full and Lawful Money of Great Britain and Payable Quarterly
the said Rent and Ground and every part thereof as
Settled Confirmed and Agreed unto by the said James Mott as
said Quarterly of January as aforesaid by the Surrender and
Delivery of the Said Deed or Bill of Sale of the said House and Ground
unto Your said Orator when and whereby the said House and Ground
together with all the Appurtenances thereto belonging
and were become the absolute Property and Possession of
said Orator, and Your Orator further Shewith that the said House
Ground &c being thus as aforesaid become and being the Just and
Property and Possession of Your said Orator and all and every the
Premises thereof and other James Mott Leaving Surrendered as
aforesaid by General Agreement and Endeavour of the Purchaser
same by Your Orator, Your said Orator did Let and to the
James Mott the same Part of the said House which the said

&c to be Your Orator Among which House the said James Mott was to
Provide himself, Your Orator always intending by Reserving unto
himself that Part which should serve and accommodate him the Lower Part
Rooms or Apartments which were then Vacated and Occupied by
One Mr. James Johnson who had before Rented the said Lower part
of the House of the said James Mott after the Rate of Fifty Pagodas
Month Your Orator Regarding the said Mr. James Johnson as
a Tenant Your Orator by the Purchase of the
said House &c from the said James Mott and the said James Mott
as his Tenant of the upper Part of the House Duly for and during
the Space of Two Months at the Rent of One Hundred Pagodas per
Month at the End of the Expiration of the which said two Months
the said James Mott was to Provide himself as Appears by the Copy of
Letter from the said James Mott under the Date of the Seventeenth of
January in the Second Year of Our Lord One Thousand Seven hundred
and Seventy two hereunto Annexed for the Inspection of this Honble
Court which Your prays may be Admitted as Part of this his Bill
of Complaint

To Mr. Williams Chambers

Sir

In Answer to Your Letter I am sorry I Cannot
Request You that I am satisfied on the Manner of Your Proposal
of Payment of Fifteen Thousand Pagodas for my House which I have
Sold to You and am also Content to Receive the Interest on the
Same as England after the Rate of Eight Per Cent Per Annum

Lord Mayor
the 2nd Day 1772

Your Most Obedient Servant
Signed James West

A Note Copy
Mr Dillon
Attorney for the Complainant

By the foregoing Letter of Appointment fully that the said James West and the aforesaid Day Bill and Assignment unto Your Orator his Executors and Assigns for the aforesaid Consideration in the said Letter Contained and Expressed and that the said James West did release and by the said Letter himself and Covenant the said Lease and at the end and Expiration of three Months as before set forth by Your said Orator as Whereas Your Orator further shewth unto Your Lordship that the said Letter Appointment was on or about the said fourteenth day of March last three Months being on or about the Twenty Fourth day of June in the Present Year of Our Lord One thousand Seven Hundred and Seventy two Signed and Sealed that the said James West would deliver and Surrender unto him Your Orator said Attorney the Keys of the said House and that he would also deliver and Surrender unto him Your said Attorney on behalf of Your said Orator the full Term and Possession of the said House &c and also that the said James West did Pay unto Your Orator the Sum of Three Hundred Pounds for Months Rent of that part of the House which he himself Occupied also One Hundred Pounds for the two Months Rent which the said James West Covenanted of the said James Thomas for the two Months Rent of the lower Apartments Occupied by the said James Thomas and Your said Orator further Shewth that he has and did also frequently

Power and Possession of the said House &c

But now so it is May it please Your Lordship Your said Orator the said James West is advised by and Humbly Informs your Honour Orator his said Attorney on his behalf Many Months of the Expiration of the aforesaid three Months and

Damages and Costs by the aforesaid unlawfull and unjust Detainer
of the said James West of Your Orator said Tenements from the aforesaid
fourteenth day of March last until this present Term to Wit the
Space being two Months and fifteen Days and which Your Orator
has estimated and ascertained to be and Amounted to the full Sum
three hundred Pounds for every Month which will make the Sum
of seven hundred and fifty Pounds as more fully and at Large
Appears Certain Accounts to Annexed unto which Your Orator also
Prays a further Reference to be had when Matters and things
before Set forth Your Orator Prays a General Relief as to
this Honble Court Appears Agreeable to Equity and Good Conscience
the End therefore that the said James West may upon his Corporal
Oath a full true just and direct Answer make to all and
singular the Matters and things herein before Mentioned and Set forth as fully
Effectually as if the same were here Repeated and Particularly
Interrogated but more especially that the said James West may
Set forth Whether at the time that he Obtained and Got the said
Lease from Your Orator that he Did or Did not also engage that
Your Orator that he Did or Did not also engage that
Said Lease and Ground and all the Premises therein should Stand
to the sole and Only Security of all Mortgages Rents thereon and that
Your Orator was not to be any Ways Liable to the Same and Whether the said James West
Covenanted or Agreed with Your Orator or Not and Whether the said James
did not also Rent the Upper part or Appartments of the said House
Your Orator for the Space of two years to Commence the said two Months
Viz from the fourteenth day of January until the fourteenth day of March
Last and whether he Did not Covenant and Agree with Your Orator for the
Lower Appartments excepting by way of Cellarage Kitchen and part of

of January and till the fourteenth day of March for certain Appartments
on the Ground floor of the said House for some other Lower Rooms of the
same other Valuable Consideration for the Rent of the said Appartments
on the Ground Floor of the said House and if Your Orator did so Covenant
and Agree with the aforesaid Attorney and also by other proper
behalf demand and Claim Possession of the said House & of the said
James West and of Your Orator and Attorney did so did and also
Demand and Claim Possession of the said House & of the said James
West on behalf of Your Orator as aforesaid and that the said James West
that Refused and Quit the said House & that the said Orator
Would hold the said James West as Chargeable for the Rent of the said
House at the Rate of Three hundred Pounds Lawful Money Monthly
of the said James West did Refuse and also Denied that there Was
to Your Orator Possession of the said House & Allowing that the
Would not Quit the same and that the said James West
and further that the said James West may the Lord and Set forth
whether he Did or Did not Rent unto the aforesaid James Johnson the
aforesaid Appartments of Your Orator and Also from the Fourteenth
Day of March last and if he Does or Does not also Now continue to Hold
and Still the said Appartments unto the said James Johnson or how
otherwise and Concerning that Rent for the same Your Orator also prays
that the said James West may be Decreed to pay unto Your Orator the
aforesaid Sum of One thousand and Fifty Pounds together with all
Further that the said James West May be Decreed to pay unto Your
Orator at the Rate of the Sum of three hundred Pounds for Rent of

Warrant Current Summons to Summon a Jury all Costs of this Suit

Mary Ann the Humble Court to Cause the said
Summons Writ to be Summoned and Signed by the Sheriff of Fort
Saint George Town of Madraspatnam and the Assistant thereof
Personally to be and Appear before the Humble Court of Conscience
then and There to Answer the Plaintiffs Bill of Complaint
And further to Stand to and Abide by such Order and Decree
as the Humble Court shall Award and Direct

4th of June 1772

Plaintiffs Attorney

Mary Dillon

Attorney for the Complainant

Plaintiffs Bill Exhibited on the
4th Day of June 1772

George Smith

Mayor

Mary Dillon Plaintiff

Against

Paul Pallon Defendant

Plaintiffs Bill Exhibited in the Court of Conscience
the 4th Day of June 1772

Mary Dillon Plaintiff

Against

William Chambers Defendant

Summons Writ Issued the 4th June 1772

Paul Pallon Defendant

Summons Writ Returned the 11th June 1772

Filed 20th July 1775
Warrants 2 [illegible]

The humble Complaint of Lieutenant Governor and Lieutenant Governor Defendant the Bill of Complaint of William Chambers the Younger of the Parish the Middle the Middle Temple of Merchants of England Trading to the Ports at Leonard Prudent at Chimney the Parish of Collins within the Liberty of Collins and Collins within the Liberty of Collins Town by his Attorney Young Gustus Cook the Attorney of this Court Complainant

Against

Lieutenant Governor and all Persons hereafter Governor and Governing under him all and all Manner of Persons the Governor Officers of Corporation to the Attorney the Queen Governor Defendant Complainant for Answer and Discovery upon Oath to the Bill of Complaint Complainant for Answer and Discovery upon Oath to the Bill of Complaint Complainant Saith that Whereas the Complainant Complainant Saith that Whereas the Complainant Complainant Saith that Whereas the Complainant

Your own Bond Executed for the same, or even a Lease from the Commissioners and Proprietors Governor, You shall also have Permission to Hire the said House for Two Months During which time You must Provide Yourself for Payment Rent After the Rate of One hundred Pounds Month for the Second Year Three or Continue and Afterwards—

Fort M.George
14th June 1773

Your Most Obedt
Servant
W. M.Crambie

Which said Letter or Agreement as on their Defendants Part Ready to be Produced for their Inspection of this Honble Court as Required Also Defendant further Answering Saith that he admits Denies that the Complainant did Enter Upon and Take Upon Part of the said House which this Defendant and his Family Did before Occupy and Inhabit for and During the Space of Three from the time of the Purchase of the said House by the Complainant Hitherto Saith for the Rest of the said Bill of Complaint this Defendant Saith that by the said Articles of Agreement Said House and Premises and Consented to by the Defendant Complainant did Expressly give this Defendant Permission to Stay in the said House for Two Months During which time this Defendant was to Provide himself for Payment Rent after the Rate of One hundred Pounds Months for the Second Year Three or Continue and Afterwards During the Term and Conditions of the said Agreement this Defendant Conceives had an Undoubted Right to Continue in and Possession of the

Months the Second Year Pursuant to and According to Express Covenant and Made Part of the said Agreement This being clearly the Case this Defendant conceives for Him Expressing his Surprize at the Complainants Attempt to Make it Appear to this Honble Court that this Defendant Ought to Pay Rent to this Defendant at Rent for the said Two Months from the Date of the said Agreement and this Charge for Rent Accordingly Added to his Exorbitant and Unjust Charge for Rent Afterwards as this Defendant Conceives Must and will from the Nature of the said Agreement Corroborated as hereinafter mentioned Appear Extremely Unjust and Unconnected with the Terms of the said Agreement which brought it Conceives to be binding on this Part of the Complainant this Defendant having Never Deviated on his Part to the Complainant by any Instrument Given to him nor on his Part to the Complainant by any Instrument Given to this Defendant, Consent of the said Sale of the said House by which this Defendant, Signed by him and given to this Defendant as hereinmentioned and which Agreement this Complainant Has Allowed to be good and binding on him by Receiving the Said Duty of the said House and given this Defendant a Possession of the said House in Conformity to the said Agreement Every Part of the said Agreement and Articles of Month Specified on the Complainant as Valid and binding whereas with what Impropriety can or ought the Complainant to Dispute the other Part of the said Agreement or Refuse to Comply therewith and Endeavour to make this Defendant Pay Unjust Charges and Damages to this Defendant Conceives Ought to be Dismissed with Costs and this Defendant Prays the same may be so Dismissed accordingly

the said House to the Complainant the the Defendant did the
Complainant of the Dangerous that formerly of Building and
House to the West Part of the said House and making above Three
Over the Back Yard to which the Complainant Answered that he
would make the Room more Better and Expressed a Desire that
Defendant should Consider of the Damage above Expressed
Knowing that the last Two Months Rent Allowed the said
House then Due and would be Growing and Obliging the Complain
to the said House from Christmas to Ensuing the said Term but
Two Months, he therefore did the Complainant that he would finish
Second Months Agreeable to their Request and the Defendant
Design which the Defendant did Accordingly at the Expence of
Four Hundred Pounds Currency of the said House in Stone
Workmen and Materials and the Dangerous Part of the
Last Room Over the Shop the said Complainant Informed
said House being Finished Repaired and Made Habitable
Said House was after wards Let by the said Complainant and the
Other Damage was Done by the Defendant without any Agreement
or Obligation so to do, And whereas the Defendant Covenanted
Accompanying the Complainant and Kept for the said House
to Lease on Record House during the said Two Months Notwithstanding
Desire with the Complainant has Refused the Defendant
Rent for the said House as well as for the Last of the said House
by the said Lease Covenant and Notwithstanding the Damage
by the Defendant to the said House as Aforesaid and the Defendant

as good Repair whatever for such an Unjust Act Contrary the Defendant
further Saith that soon Time before the Expiration of the said Two
Months finding it would be Inconvenient for him to Quit the said
House at the Expiration of the said Two Months Notice the Defendant
wrote the Complainant Acquainting him therein the said Letting
from the Complainant that he would Pay him Rent from the Expiration
of the said Two Months Agreeable to the said Agreement for the Sake
the said House, or to that Effect which is all the Entry Can Remember
a Month as before mentioned Sometime and Letter the Complainant
wrote the following Answer Dated Germantown 9th Day
Month February One Thousand Seven Hundred and Seventy Two that is
to Say To Mr James Mitchell Sometime in May Last Passed Between
that You should Quit the House Situated in Market Street
in Mill Town the 1st of March 1772 Now Request that You will Not
that Time Deliver the Keys to Peter Browning Mill Town Fuller
Franck to whom You will Shew the House also to Let the Rent for the
Two Months You have Lived and Amounting to 200 Silver Dollars
You will Not Shew likewise to Deliver them Keys to Johnson and
Packer Original Agreement for the Last Three Rent Immediately
Due the Defendant further Saith that the said Letter Signed by
Mitchell As he Receives the Complainant and Sent but by the
that the Defendant Gave by the Said Agreement for the Sake
of the said House to hand over at the said Two Months without Damage
said Rent House the Defendant Hope leave to Remark that by the
Complainant and Letter of the Seventh Ninth Day of February it
Appears that the Complainant would have been Satisfied with
Two Hundred Pounds for the said Two Months, and the Damage

One hundred Pounds as money for the said Last Months Rent
the said Lessee Johnson's Agreement or the Lower Part of the
House Let to him under the Agreement and Deed as this Defend
Conceives by this Bequeathy of the Complainant or the Consideration
Account or for the Benefit or Advantage and till the Defendant
Quitted the Possession of the said House for that was the Condi
the said Agreement for Letting the Lower Rooms of the said
to be rendered as the Complainant Bequeathy or for the Use
Benefit as long as the Defendant Possessed Occupied and Enjo
said House the Defendant Consented the Complainant Might
Equal Proportion Ground Rent for any other Part of the said
which the Defendant might have Let out at Rent Because
the Defendant was in Possession of the said House whether the
Defendant Consented would be Entitled to Recover for the Use
Defendant was in Possession of the said House whether the Defendant
for it Otherwise by Agreement as was the Complainant and the
Liberty as the Complainant to Let some Part of the said Rooms
Same to and for the Use and Benefit of the Complainant
Warrant to the Complainant for the Amount of such Rent to the
Part thereof Being due Appears to the Defendant Charge the
Regard to the Rent of the said House Let to the said Lessee
Defendant Submits to the Judgment of this Honble Court
Impropriety of the Complainants Charges in that Account and
Do Nothing but it will Appear to this Honble Court on the Hearing
Light in which it Does to the Defendant the Defendant
Both that Evidence be made to the Court

of that time as before mentioned, and being Desirous to Avoid any such
Disputes and put Matters on an Amicable Footing if Possible the
Defendant Made to Mr Johnson Lessee at Cuddalore Proposals
to Settle with the Complainant for the Rent of the said House and
on Order of Court an Amicable Settlement the Defendant Proposed
to Make an Additional Allowance of Twenty Pagodas a Month for
the Time he had Lived in the said House since the Expiration of the
Said Two Months Specified in the said Agreement, and also as long
as he should Occupy it Afterwards this he did from the Month of May
last To which this Defendant Received from the said Johnson Lessee
the following Answer Dated Fort Town 22d May 1772. Examine
"was out Cuddalore on Thursday last When I Spoke to him about
"Your Differences and wanted him to Accommodate matters but he told
"me he had taken his Resolution and in Order to shew his Modera-
"tion had given Directions to his Attorney Do Pay to Accept Mons
"Proposal of 20 Pagodas P Month Payable monthly upon which
"Terms Mons might continue Living in the House Subject however to quit
"at Two Months Notice—to be Allowed me to Remove to
"at Two Months Notice—to be Allowed me to Remove to
"which he must Agree as he was Master of Process he could By Law
"Obtain Power to quit the Possession of the House But Mr Paid he would
"Proceeding to such Extremities This Defendant further Saith that
on Receipt of this Letter he Looked upon it that all Disputes between
the Complainant and this Defendant were Amicably Settled and till
Such Possession of the said House with an Intent to have paid the
Complainant One hundred and Twenty Pagodas a Month Rent as
Agreed and Paid to the Great Surprize the Complainant on the Receipt

Instructions to do, & Proceedings thereon Defendant withdrawn

Remarks, wherein Matters this Defendant submits to the Judgment
of this Honble Court. The Complainant in the said Bill of
Complt alleges he always Instructed & Directed unto himself that
should Leave and Remove from the Lower Apartments & Offices
which he was then Lawfully Seized and Possessed of by the said Lease
& Agreement & the Defendant Saith he knows nothing
to what the Complainants Instructions were with Regard
But Conceives such his Instructions can be no Defence
Law as they Appear on the Face Instrument or Agreement
entered into by this Defendant wherein no such Covenants
and Provisions made the Lessee or Real Tenant from
Apartments on the Occasions of this Defendant to Remove
Account of the Complainant leaving the Lower Apartments
the said Lease for the Remainder Term Specified
Regard to the Complainants Attempt to Leave the said
Part of the Lower Apartments from the Upper Apartments
to Sublet the Same of Rent for the said Lower Apartments
for the Upper Apartments and Premises on the Rent there
was to grow after the Expiration of the said Two Months
the said Agreement being for the Rent of the said Upper Apart
only, & not Rent for the said Two Months, and of the
said Sum or Sums by the said Bill of Complaint Sworn
Lease by the said Sale and Purchase this Respondt
Defendant not Reason there to Suppose that he
the said Agreement & Lease for the Lower Apartments

the Complainant and this Defendant, in the Regard to the Occupations of
the said Rooms as before mentioned, the Property of the said Rooms being
by Reason of the Sale Made by the Complainant contrary to the Tenor
and Agreement & the Occupations of the said Rooms, & Part of the
Really from the Instructions of the Complainant that this Defendant to
Occupying the said Rooms During the Two Months Mentioned in the
Said Agreement, and afterwards at the Rent of One Hundred Pagodas
a Month, should be Considered for the upper Apartments only, & the
Very Natural to Suppose the same would have been Executed in and
Made Part of the said Agreement which not being the Case this Defendt
does by no Means look upon the Complainant Entitled to the Rent for
the said Lower Apartments During the Time the said Rooms was
Occupied by this Defendant, But that the Same was & of right ought
was to be and for the Use and benefit of this Defendant both during
the said Two Months and afterwards for One Hundred Pagodas a Month
Three Defendant further Answering Saith that he believes the said Month
the Complainant in Letter of the Second to the Summons last to the
Purport Set forth in the said Bill of Complaint and that it was
his Intentions to have Quitted the said Rooms as therein specified,
But not finding it Convenient so to do, as hereinbefore mentioned, he was
by the said Agreement at Liberty to Continue and at the Rent of One
Hundred Pagodas a Month and to Continue three Months Notice that
this Defendant was under Consequence of the said Letter Subject
being thereof more than the Payment of One Hundred Pagodas a
Months & he Continued in the said Rooms Longer than the said
Three Defendant Saith that the Complainant not a

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Peter Cobbs Esqr Solicitor for the Defendant Smith that the Answer of the Defendant Smith to the Complainants Exhibited his said Bill of Complaint this Complainant Exhibited his said Bill of Complaint against the said Defendant Smith and the other Defendants in this Cause to which Bill of Complaint the said Defendant Smith hath put in his Answer and the said Complainant hath Replied thereto and Issue is Joined between them in this Cause and the Day of Hearing thereof hath been appointed to be on this Instant at which Day the said Complainant and the said Defendant Smith by their Solicitors aforesaid are accordingly come to be heard upon the said Bill Answer Replication and Proofs taken in this Cause and thereupon and upon the Petition of the said Defendant Smith filed in this Cause on the Day of Instant praying that the said Complainant may be Decreed to pay unto him the said Defendant Smith his Costs and Charges by him in the Defence of this Suit in this Court Expended and sustained and the said Complainant by his Counsel learned in the Law and the said Defendant Smith by his Counsel learned in the Law being now heard and fully understood

It is Ordered Adjudged and Decreed that the said Petition of the said Defendant Smith be and the same is hereby Dismissed this Court

And it is further Ordered Adjudged and Decreed that the said Complainant do pay unto the said Defendant Smith his Costs and Charges by him in the Defence of this Suit in this Court Expended and sustained to be taxed by the Master of this Court

And it is further Ordered that the said Complainant do pay unto the said Defendant Smith the Costs and Charges by him in this behalf Incurred

27th July 1772

Sworn before the Day of Abovesaid before me

George Smith
Mayor

John Lyde
Attorney for the Complainant

Filed 12th Oct. 1772

The Amended Replication of William Cranston to the Answer of James Mott

The said Complainant as to the Answer of James Mott Defendant to his Bill of Complaint saving and reserving to himself all Benefit and Advantage of Exception which may be had or taken to the many Errors Uncertainties and Insufficiencies therein contained for Replication thereunto saith that he will aver and maintain his said Bill of Complaint to be true certain and sufficient in the Law to be answered unto in such Manner and form as the same is therein and hereby Set forth and Alledged and that the Answer of the said Defendant thereto is very uncertain and Insufficient and Evasive for divers Manifest uncertainties in Law now to be shewn and Insufficiencies and Evasions therein contained And this Replicant for further Replication saith that the said Defendant is and ought justly and Equitably Compelled and obliged unto these Replicant in pursuance and Conformity to the Rule of Court made and entered in this Cause bearing Date the Twenty Sixth Day of May last past to Answer the said Bill of Complaint of this Replicant and to set forth whether the said Defendant hath or hath not in his Custody or Power any Deeds Writings or Evidences relating to the Premises in the said Bill of Complaint mentioned and set forth in the Schedule thereunto annexed and whether the said Defendant hath not received the Rents Issues and Profits of the said Premises or some part thereof and what Rents Issues and Profits he hath received and by what Means and for what Reason he hath received the same and whether he hath not Demised the said Premises or some part thereof and to what Persons and for what Terms and at what Rents and whether the said Defendant hath not Committed Waste upon the said Premises and whether he hath not Cut down and Destroyed Timber Trees and Underwood growing thereon and whether he hath not Converted and Disposed of the Timber Trees and Underwood so Cut down and Destroyed to his own Use and whether he hath not Committed other Waste and Spoil upon the said Premises and whether he hath not Erected Buildings thereon and whether he hath not Pulled down and Destroyed Buildings thereon and whether he hath not Converted and Disposed of the Materials of the Buildings so Pulled

to do and do not doubt but to recover the Rent aforesaid and
of Complaint Against the said Defendant for the same, Notwithstanding
the many repeated Demands made thereof by the Complainants said
Attorney the Defendant doth not deny but did on the fourteenth
Day of January last Tell unto the Complainant the Summ of Twenty
and three Pounds for the Sum of Fifteen Pounds and Payable the Molas-
ses Cause for the Sum of Eight Pounds Money as the Defendant in
formed and Conditions whereof not Morefully, as the Defendant in
expressed in the Letter which the Defendant has Annexed unto
his said Answer and which the Complainant has also Annexed unto
his Bill of Complaint and the Nature of the Same of which the
the Defendant Claims a previledge to know in the said Answer without
Rent or Payment thereof the Term of Two Months the Conditions of the
Sale of the said House by the Defendant and of the purchase of the
by the Complainant the Complainant cannot be Informed Without
his said Answer that there is Claim and Demand what soever of
all the Estate Title Interest Claim and Demand whatsoever of
to the same or Either and every Manner as the same was held and
Possessed by the Defendant before the Day of the Sale thereof unto the
Complainant and that the Complainant was to pay the Defendant the
Complainant and that the Complainant was to pay the Defendant the
Interest of the aforesaid principal Sum of Fifteen Thousand Pounds
the Amount at which the Complainant did purchase the said House
from the Defendant at the rate of Eight Pounds Current Money
aforesaid Shillings for every Pound according to the Tenor of the
Mortgage of the said House whereby the Complainant is
did promise to be paid unto the Defendant whereby and thereby

enjoy the Rent of the lower Appartments besides those which he was to pay
the Defendant before the Purchase of the said House at the Rate of Four hundred
Pounds per Annum during the said Term of Two Months or any other time
after the expiration thereof for the first conditions the Complainant
would have been a Lover of Two Months Rent of the said House except
the Rent of the lower Appartments which the Complainant of Course became
entitled to as the Agreement for the Renting of the said Appartments
was apart of the Estate Title Interest Claim and Demand thereby and
immediately at the time of the Purchase of the same by
the Complainant the Defendant by the Sale thereof giving up and Yielding
from all Title Interest Claim or Demand thereof and of Course could
not afterwards do but by special Assignment or Agreement have or
Possession Title Claim Interest or Demand in or to the same the said
Defendant therefore determined the said Agreement and Power with the
said Mr James Johnson for the Renting of the lower Appartments
of the said House after the Purchase thereof by the Complainant was both
unjust and illegal and unknown to the Complainant humbly prays the
Relief of this Honble Court And the other hand the Complainant hopes to be
able by way of Demurrer to show that it would and ought to be avoided
by the Interlocutory of this Complainant to sell the whole of the said House at the
Rate of One Hundred Pounds only and that those Appartments only
which he was formerly the Tenant of so Occupied and Inhabited by the
Defendant to Justify before the Sale of the said House by the said Defen-
dant and was all the part of the said House that was or Could be known
by the aforesaid Letter whereby the
Defendant did Rent the same during the Term of Two Months at the
Expiration whereof the Defendant was to provide himself for fit

have been necessary to have had the Ward website and enclosures
on the said Letter to have had a full and proper Assignment
and Appointment thereof made by the said Replicant for
the purpose of the said Answer to the said Defendant
to be executed and used by the purchaser of the said Annuity to be
a true part of the Estate & Effects Intended Claim and Demand
on the said Answer of the said Defendant and that
the said Answer to the said Answer to the said Defendant
Said Assignment and for the reasons aforesaid this Replicant
hereby have been & considerable Losses as hereon alleged hopes
Honour to Intend of the said Lands & Defendant
at the Rate of Eight Shillings per Pound and this
will Honour that the Exchange of London at present
pr 6 per Cent and consequently the said Annuity
expected that it would be and should have a higher Rate of Interest
than Value than Interest on Money on Account of these and
Dues and of Consequential Losses & Damages & Costs thereby
for Repair the Defendant Compensating & Relief thereby
and Interest thereon which would not Amount to the Sum
of this Complaint Sum for which he had sold thereof Annuity
Replicant as they incumbered and encumbered Rent
the Just and Original Intent and Meaning of the said Agreement
for if it had been the Intention of that Covenant that
by this Replicant that the Defendant should have Liberty
without paying to the Said Lands from the fourteenth Day
to the fourteenth Day of March following and
for the Purpose aforesaid

and as it is reasonable to Suppose this Replicant bought the Annuity of
the Defendant to procure thereby some certain Benefit and Advantage
to himself & as of Course was necessary & to Suppose that Replicant
would have Compelled Defendant Specifically to Execute the Power
without paying him Part for the same at the same time this
Replicant was paying the Defendant Interest on the Amount
Replicant was paying the Defendant and this,
for which he had purchased the Sum of the Defendant and this,
Replicant Saith that to Demand made to this Honble Court as
a further Reason that the same were the Manner in which to permit
the Defendant to have the Power from the fourteenth Day of January
to the fourteenth day of March following the Days between
and till the fourteenth day of March following the Days between
said Cabaret this Replicant by Leave to Refer unto this Honble Court
humbly craving this Honble Court and that the same may be done
to the Court of this his Explication

For Mr James West

See

Please send Mr Barnsley by a Letter this
Morning Leonard that You have been informed that You
Intend the whole Annuity of Mr Parkes Appointment for One
hundred Pounds Month of Your house & to mine on Saturday
next to Enquire of Mr Parke Whether You have paid or not
as to Signed Mr Parke Who knows Nothing Regarded as my Servant
from the Date of the Agreement between You and the Remainder of the
Mr Parke

Ireland Esqr Mercy Mrs Lovett Make One Thousand and Six
Pounds & Interest with Mr Lockie Rent and Your together
Know Ye Lockie by a Letter to You requiring Myself at Cobbs
to plead this Writ to quit the House on the fourteenth of last
March According to the Agreement You signed home with me
January last

But Whereas the Agreement between Myself
and Lockie to be Annulled on the day of the Date of these Presents
You and Every Person by Him Claiming all Estate Right
Mr Matthew Frederick Ireland Esqr Shall for that Purpose
Execute Release and Thereby And that Plaintiff further
Notwithstanding the Premises which Plaintiff Hopes
said Defendant as aforesaid Requiring him to Release
of this Power on the fourteenth day of March with Interest
Against Mr Matthew Frederick Ireland the said Defendant
Power Release and Answer make this Plaintiff as aforesaid
further whereas the said Matthew Frederick Ireland Esqr
of March aforesaid promised Defendant the Power
of them for two Months Rent of that Plaintiff to Mrs
fourteenth January and fifteenth March following
this Plaintiff of Hereof Power from the Defendant there
Did Refuse to Release this Plaintiff of Hereof Power with
Hereof Agreed to pay them the two Months Rent then Due
said Defendant Did also Promise after and at Request
before the Commencement of these presents Release Plaintiff
this Plaintiff of that Plaintiff said Power without Demand
Name of this Plaintiff by his said Attorney and

Writ Hereof Release upon this Possession of the said House that all the then
Defendant would do waste Allow this Plaintiff Twenty Pounds more
Months for this Plaintiff to Remove Consideration of the Case then
Plaintiff would Release pay unto the Defendant the Interest of this
Principal Sum of Fifteen Thousand Pounds in England at the Exchange of
Eight Shillings for every Pound the Defendant during that Space then
Plaintiff would Accept of this said offer he would keep this Plaintiff
to his bargain and would keep the House as long as the Defendant should
Grant that Rent of One hundred Pounds Months each were thereupon
Inevitable Proceedings against the Defendant and the unto full Means and
by him to keep this Plaintiff out of the Right and Legal Possession of this
House as by pretended Right of the aforementioned Letter from this
Plaintiff Notwithstanding the Defendant had sent a Letter unto Plaintiff
thereunto Agreed and bound himself to deliver up and quit this Plaintiff
on the Possession of this said House at the Expiration of two Months
the fourteenth Day of March aforesaid whereby and Letter as in this
Plaintiff to be Produced before this Court to show
Plaintiff to Possession to Expostulate with the Defendant upon
him And Respecting what the Defendant in this said Answer saith
of this Plaintiff desiring him to finish all Premises this said House
he had begun before the purchase of the same by this Plaintiff and
of the Defendant undertaking to finish the same he gave him
Leaving and Obliging this Plaintiff because as by further he gave him
Plaintiff had given him premises to stay in this said House for two
Months Space to which this Plaintiff hopes he will except having already
of the Denied giving the Defendant any Premises to stay in this House
any other House Plaintiff already Settled by the Defendant further

aforesaid as Mr Cole hath complained, for Obtaining from the Plaintiff
Lease of the House during the aforesaid term of two Months, but
there is not any Agreement or Obligation Agreement binding the Defendant to finish the
House and whereas the Defendant did Actually undertake and promise
that without the Desire of the Plaintiff that by way of Bargain
Agreement at the time of Making the Original Agreement for
Purchase of the House Purchased or Else (says the Defendant)
Pledging the said Work to be an Ample Recompence for the Rent
said House during the aforesaid two Months as aforesaid Whereas
as it was all Work not completed at the time of the Purchase of
House by the Plaintiff and in consideration whereof the
has Expended to have been completed and not considered
Months Rent of the said House as the Defendant could have gained
Opportunities at the like the Defendant could have gained
consideration for the said House for the term of two Months
Only for the Defendant says the sum Part of the said Plaintiffs
about Four hundred Pounds which (under the Months
the Plaintiff demands of the said Defendant for Rent for the
Months aforesaid and the Demand for Rent for the said two
would Notwithstanding the Money paid Agreements Motives
the Defendant the Months the Costs as also the Demand
the Plaintiff for the Rent the Defendant had Removed from

to Quit the said House at the Expiration of the two Months aforesaid
he Acquainted the Plaintiff therewith and offered to pay the Plaintiff
Rent for the said House from the Expiration of the said two Months the
Defendant says to be Agreeable to the said Agreement for the said
said Offer of the said Defendant the Plaintiff did Reject and
home Demanded and Required that the Defendant should Quit the House
at the Expiration of the aforesaid two Months and Deliver the Keys of the
and House unto the Plaintiffs Agent Mr Anthony Frederick Frank
and also pay unto the said Agent Two Hundred Pagodas for two Months
Rent Rent and the said House and further to Deliver down the Original
Agreement for the Renting of the House Appartenants by Mr James
Defendant pretended to have been surprized at the Contents
of the said Letter concerning as he says that he had a Right to Live in the
Plaintiffs House during the aforesaid two Months without Paying any Rent
said House during the aforesaid two Months as aforesaid he
that the Plaintiff cannot alledge that by reason of the having a Right to Live in the
could have contented and that by reason of the having a Right to Live in the
Plaintiffs House during the said two Months without Paying Rent for
said House the Defendant could have no legall Right thereto without the
the same as the Defendant could have no legall Right thereto without the
same being Granted him by the Plaintiff by Agreement by Words or Writing
Defendant Actually Letting forth the said Right to the Defendant and exemption from
Payment of Rent but that Right or Liberty or Power Granted by the
Plaintiff unto the Defendant to Live in the House during the said two
Months as aforesaid by Words or Writing expressing and Letting forth the same
or from whence it could be Else as they supposed that the Defendant
could have or had any such Right of Exemption or was exempted from
the Payment of the two Months Rent of the said House for the natural
to Suppose as such had been the intention of the Parties the Plaintiff
Defendant at the time of Agreement that Defendant would for

any Right or Title to the Defendant to hire and this Replyant to Assign of Right or Condition or Reasonably or otherwise how Should or ought to be Possessed of the said Right or Title this Replyant so humbly offers to Make appear which the Defendant pretends his said Right and Title to Admit & Contradict and Controvert to the Reason or Custom and the Nature of the Original Agreement for the Purchase of the said Premises Aforesaid And Respecting the Right which the said Defendant Claims of having on the said House during the pleasure of the Lessor One hundred Pounds for Months after the Expiration of the said Months this Replyant Saith if the Defendant had any such Right this Replyant on his part Offered for the Defendant to have Made to this Replyant such to continue on the Terms at the Rate of One hundred Pounds after the said term of Three Months was expired which offer of this Replyant the Defendant did Reject and Refuse and did also Refuse of the Defendant to Quit the House at the expiration of the said Months and to pay him Rent for the same this Replyant therefore Answering Saith that the Defendant Continuing to Occupy the said House Expiration of the said Two Months and after this Replyant had given the Defendant warning to Quit the said House and the Defendant refused to Quit the same and by this Continuing to Hold the same for upwards of Months afterwards contrary to the Will and Consent of this Replyant to Pay him for the Rate or Value of Rent upon this Account of Occupying and Detaining the Money and Injury done here by the said Months Refusal of the Defendant to Quit the said House at the Expiration of the said Months after Notice given him for that purpose as aforesaid

Against this Million Consent which he sufficiently justifies this Replyant in the Charge he has Made on the Defendant By way of Recompence for the Damages he is Injured on this Replyants House Must Consequently have Recourse thereto by Stating the same out of Repair &c and humbly hopes this Honble Court will Direct the same Opened and Examined to be just and Equitable

Regarding what the Defendant further on his this Replyants Answer Says of there being Disputes on the Present Matter and of this Applications of there being Letter to Mr Irving at Ed Malone's Letter with this Replyant Writing to Mr Irving at Ed Malone's Letter with this Replyant Writing to Mr Irving at Ed Malone's Letter with this Replyant Writing

Pounds for the Rent of One hundred Pounds & Months the sd Respondt
Saith he has already Exhibited Arguments and Reasons
as will be sufficient to prove the Defendant Neither had or could
have any Title to the Same after the Purchase of the Howse by the
Respondt

Thus Respondt therefore hopes it will be clearly Appear
unto this Honble Court that the Charge in the Bill Made by the sd
the opposite Appts Counsel is Quite Charge and that the Defendant
Neither had or could have any Right Claim or Title to the Appts
mesne or other Incumbrances by the said Mr James Letherman after the
Purchase of the said Howse by the Respondt the Answer of Appts
of the same being thereby become the Property and belonging to the
Respondt as part of the Real and Personal Estate and Effects
further the Respondt submits to the Honble Court and Hopes
Appts Charge of three Hundred Pounds & Months which
the Respondt has brought to the Debit of the Account Current and
made his Bill of Complaint for Rent of the House from the fourteenth
Day of March until the Twenty Seventh day the following May as
Just Charge and that the Defendant Ought According to Law and
one Hundred thousand Pounds to pay and answer Damages to the
Respondt for and on Account of the illegal and forcible Possession
which the Defendant did force the aforesaid fourteenth Day of March
keep and hold from the Respondt until the Twenty Seventh of the following May and thereby
and against the Will and Consent of the Respondt

And unto all other Matter and things Allegged
by the said Defendant to be true and Answer and not Expressly and

and the Right to Maintain and prosecute the said Bill of Complaint the said Defendant

Filed the 1st Day of [illegible] 1772

The Amended Replication

of James Bell Esquire and Mary his wife Complainants

to the Answer of Thomas Bell Esquire Defendant

The Defendant

Which Said Bill Maintenance as for the Rest thereof as the said Complainants Defendant said Answer and not as Charged and Set forth by the Replication and This Defendant further absolutely Denies that Replicant Assertion of this having Constantly Refused to Deliver up the said House to the Replicant or his said Attorney and Assigns Over the Agreement with Mr James Johnson for Renting Part of the Lower Apartments of the said House Mentioned After that Replicant had filed the said Bill of Complaint Against this Defendant, and as to the Rest of the said Assertion and this Complainant Filing the said Bill Against this Defendant and this Complainant Clearly Appears by what is Set forth, are Denied and Incorrect and Clearly Appears by what is Set forth by this Defendant in his said Answer and also by the Extract of Mr Isaac Jennings Answer to this Defendants Application to the Replicant Mr Isaac Jennings as Answer above Set forth, that there was not only a further Treaty entered into the Months of May Last between the Replicant and this Defendant Relative to the said House, which was Previous to the Replicants Exhibiting his said Bill of Complaint Against this Defendant But also that this Said Replicant did absolutely Agree to this Defendants Proposal of Allowing him the said Replicant One hundred and Twenty Pounds a Month for the said House As Set forth in this Defendants said Answer, and that he had given Directions to his said Attorney, this and House and this Defendant Does Deny to Accept this Defendants said Proposals This Defendant Does therefore Conceive that this Replicant Exhibiting his said Bill of Compl. aimed Against this Defendant be Dismissed with Cost and also in the Court Agreeing and this Defendant made Thereby and his Testimony of this

the said Power subsequent thereto the Covenants before and in the Defendants said Answers set forth, and cannot therefore by any means Lawfully the Replicants Proceedings against and Demand on the Defendant But it clearly Appears by the said Letter that the Defendant was only to Pay One hundred Pagodas a Month for the said Power Therefore Ordered & Decreed that the Replicant should Charge and Prosecute the Defendant for One hundred Pagodas a Month for the said Two Months fifty Pagodas a Month for the same Two Months, & Rent Received from the said James Johnson, Which is more than the said James Johnson was either to Pay or Ask Pay to the Defendant and also Three hundred Pagodas a Month from the Expiration of the said Two Months Three Months more to the Defendant humbly Conceive and hope, Appear to this Honble Court and Shew Cause why this Order to Shew to this Honble Court and Shew Cause why this Order to shew to this Honble Court that the Rent which the said James Johnson was to Pay for the Last of the Three Appartments of the said Premises for the said Power that the Replicant may Load the said Covenant for the Prosecution of this Honble Court and of the Defendant this Defendant further Saith he does not know what the Replicant would Shew and Allege further Saith he does not know what the Replicant would Shew and Allege after mature Advice Settled and Agreed between the Replicant and the said Mr. Robert Swinge on behalf of the Defendant as before and in this Defendants said Answer Set forth, But Saith that he has Repeated & the Defendants said Answer Set forth, But Saith that he has Repeated & that what is therein Related to the Replicants Letter to the Defendant that every thing was Settled Related to this said Power between the said Replicant and the Defendant and Receipts of the said Power between the said Replicant and the Defendant and Receipts of Edward Johnson Swinge Letter of such Agreement & Extract as Annexed to this

Day of January to the fourteenth Day of March then next following
at which said last mentioned Day the Complainant did appear
by his Solicitor and the Defendant did not appear but made
default Whereupon the Complainant moved that the
Bill might be taken pro confesso against the Defendant
which Motion was granted by the Court and the
Defendant ordered to appear to the Complainants Bill
within a Month after Service of the Order and in default
thereof the Bill to be taken pro confesso against him
And afterwards to wit on the Twenty fifth Day of
March in the same Year the Defendant appeared
by his Solicitor and moved that the Order made
against him on the fourteenth Day of March last
past might be discharged and that he might be
at liberty to put in his Answer to the Complainants
Bill of Complaint upon payment of Costs which
Motion was granted by the Court upon the
Defendant paying to the Complainant forty
Shillings Costs of the said Motion and
Costs in the Cause

Interrogatories to be administered
to such Witnesses as shall be produced
sworn and Examined on the part of the
Complainant in a Cause Depending
Depending and at Issue in the Court of
the Master of the Rolls between
William Saunders by his
Attorney Henry Ludyard the Complainant
and Samuel Hart the Defendant

1st Do you know the Parties Complainant and Defendant in
this Cause or either of them? Declare
what and which of them

To Henry 2d Do you do or have you known or heard any
Ludyard thing Regarding the Agreement in the Complaint
mentioned or any Matter or thing Regarding the Agreement in the
Complaint mentioned between the Complainant and the
Defendant or either of them? If you do or have known or heard
any such thing set forth the same as you know or have
heard and the Reasons of your Knowledge
belief

To Mr. 3d Do you know or have you heard believe or
Hart understand that the Complainant hath been and
still is ready and willing to perform the Agreement in the
Complaint mentioned on his part to be performed
and hath always been ready and willing so to do
and hath frequently offered so to do to the Defendant
and when and where and in what manner and
how often and to whom did he make such Offer
and what hath been the Answer of the Defendant
thereto and what hath been the Conduct of the Complainant upon
Consequence of such Offer and Application on behalf of the Complainant
Have the Defendant and his Agents or either of them

Cross Interrogatories on the Part of the Defendant Respecting the Credibility of the aforesaid Witness

1st Do you know any thing more than you have already declared touching the Matters in Question between the Plaintiff and Defendant in this Cause

2nd Do you know any Reason why Credit should not be given to your Testimony

3rd Do you know any Thing more than you have already declared touching the Matters in Question between the Plaintiff and Defendant in this Cause

4th Do you know any Reason why Credit should not be given to your Testimony

5th Do you know any Thing more than you have already declared touching the Matters in Question between the Plaintiff and Defendant in this Cause that may tend to the Benefit or Advantage of the Complainant or his Cause or that you think necessary to be known by the Court in the Premises

6th Do you know any Reason why Credit should not be given to your Testimony

Henry Dundas

Henry Dundas

Henry Dundas

from the Complainant and that the Defendant did make Demand
of the Payment of Rent and that upon refusing of the said Demand
Twenty fifth Day of March and at Lammas
of the Year and Twenty fifth Day of March that the Defendant
one of such the Defendant and Appellation on behalf of the
would do refuse either to pay the Rent aforementioned
Years from the fourteenth of January aforesaid to the fourteenth
March or deliver to the Defendant the Possession of the
in the Bill of the Complainant that the Defendant does not
what part Cannot Answer and the Defendant
Declared to the Defendant that he did not think himself
either to pay the said Rent or to deliver up the said Premises and
Left and to this Interrogatory

To the fourth Interrogatory the Defendant saith that he has
Purchase and hire of Messrs to the Complainant for
Complainant to Office Lease of Premises aforesaid to the
to purchase the Remainder of the said Premises but he does
to the Defendant to Office them in respect or Consent thereof
for the Complainant and as he did not think them to the
said Complainant the Defendant answer and Declared that
Nature of the said Lease was that if the Defendant should
Covenants in the said Lease he must pay the Rent from
of January to the fourteenth of March aforesaid at the Rate of
Hundred Pagodas P Month and from that time at the Rate of
Hundred and Seventy Pagodas P Month and he did not
Lease

Agreement to the above Effect and that the Defendant had the Letter to
Mr Robert Fleming desiring him to accept the above Proposals on the Terms of Mr
mentioned and added at the same time out of Consideration to Mr
Chambers as Mr Fleming had owed him Life by the Exchange and
Consulting to England the Annual Interest of the Sum of fifteen
Thousand Pagodas the Lease was purchased for he would allow him Five
Hundred and Seventy Pagodas P Month Rent for the said House from the
fourteenth Day of March aforesaid but would not Pay him any Rent for the
said House from the Month of January unto the end Months of March and
Declared that if the Complainant would not Accept of that Offer he would
allow him no more than One Hundred Pagodas P Month and May on the
Lease as long as he chose to Quit the House Conversation happened
in the Latter End of April or beginning of May According to the best of the
Defendant Remembrance and Belief that the Defendant made answer
there to him was many Disputes happened between the Complainant
and Defendant and that the Defendant must be aware that what
the Defendant did was demanding the Possession of the House of from the
he had was only during the Date and that if the Defendant would
not Release up the Possession of the said House the Defendant should
Regard him answerable for Rent Thereof at the Rate of Five Hundred Pagodas
P Month But more saith not to this or the last Interrogatory

Hall Skinner

Examined

H. V. Dillon

Co. Mr William Chambers

Against You that Same Satisfied on the Recovery of Three
Payment of Fifteen Thousand Pounds for some Tobacco
Sold to You, and now also Contained to Recover the Interest
on Each and after the Rate of Eight pr Cent pr Annum
Same also to Against You that You Appear thereto
at the End of two Months and Shew Cause if any you have

Fort Saint George
14th January 172

Knowall Men by these Presents that We
of Portsmouth in the County of Southampton Merchant
Servants of the United Company of Merchants of England
East Indies and Willm Jones Scrivener both of the
Parish of Stepney in the County of Middx Merchant
Executors of the Last Will and Testament of Thomas Pitt
late of Great Fenchurch Street in the City of London Esqr
deceased Greeting Whereas the said Thomas Pitt
by his Deed Poll or Writing Obligatory under his hand and
Seal bearing Date the Fifth day of January in the Year
of Our Lord One Thousand Seven Hundred and Seventy four
did Covenant Promise and Grant for himself his Heirs
Executors and Administrators to and with the Governor
and Company of Merchants of England trading to the East
Indies their Successors and Assigns that he the said
Thomas Pitt his Executors Administrators or Assigns
should and would well and truly pay or cause to be paid
unto the said Governor and Company their Successors
or Assigns the full and just Sum of Three Thousand
Pounds of Lawful Money of Great Britain on the
Fourteenth day of January in the Year of Our Lord One
Thousand Seven Hundred and Seventy two

And Whereas Parliament in England the Principal Part thereof
Eight Years from the Date thereof and the Interest thereof Annually and
London and at the Expiration of every Year from the Date thereof to the
said Thomas Pitt or his Attorney or Attorneys or his Order or to any
Person or Persons Authorized to Receive and Give a Receipt or Receipts
for the same at the Rate of Eight Shillings for every Pound per which Rate
of Interest will Amount to the Sum of Four Hundred and Eighty
Pounds Sterling Money And for Securing the Payment of the
said Principal and Interest as aforementioned unto the said Governor
and Company their Successors Attorneys Agents or Assigns
by the said William Thomas Pitt Granted Bargained Sold
Assigned Transferred and Set over and by these presents Doth Grant
Bargain Transfer and Set over unto the said Governor and Company
Executors Administrators and Assigns all that Messuage Dwelling
House or Tenement and Premises which the said Thomas Pitt now
lives in and which he the said Thomas Pitt hath Three Days Left and
Unexpired to Assign Alien or Dispose of by Virtue of a Lease of Fifteen
Thousand Pounds Situate and being in Great Tower Street aforesaid
on the North East Corner of Seamans Square next to His Majesty's Admiralty
Stone on the East Adjoining to the Tenement of Mrs Mary Lucas Scrivener
running from East to West Twenty One Feet English and from North
to South Eighty Nine Feet English together with a Stone Cellar
belonging or Appertaining and all my Estate Right Title Interest
Executors Administrators and Assigns to the said Governor and Company

Received this fourteenth Day of January in the Year of Our Lord One thousand
Seven hundred and Seventy two of Mr. William Chambers within Mentio-
ned two Several Deeds Conveyance of Grant of the Ground and the other
a Bill of Sale of the Premises within Mentioned Thereby promising to Deliver up upon the
said William Chambers fulfilling the Conditions of the Mortgage
Obligation and Grant

James Mess

Witness

Charles Bromley

Ito. 3. Do You know of any other matter or thing or have You heard or
can You set forth any thing touching the matters in Question in this
Cause that may tend to the benefit or Advantage of the Defendant,
If You Do declare the same as You know have been informed or do believe
together with the Reasons of such Your belief as fully as if You had
been thereunto particularly Interrogated.

John Sykes
Attorney for the Defendant

Dear Neal

I spoke to Jennie about Your Affairs, and wanted her to Accommodate
Mattox. He told me he had taken his Evidence and got Orders to show
his Moderation, had given Directions to his Attorney Dudley to accept
his Moderation, had given Directions to his Attorney Dudley to accept
Your Payment of Two hundred and Twenty Pounds & Months, Dudley
Months upon which terms You might continue enjoying the Farm,
Months upon which terms You might continue enjoying the Farm,
Subject however to quit at Three Months Notice. Jennie told me was
Subject however to quit at Three Months Notice. Jennie told me was
the only Terms to which he would agree, as the year drew to a close &
the only Terms to which he would agree, as the year drew to a close &
was Ripe for Law & he was determined to push the Business, but touched
was Ripe for Law & he was determined to push the Business, but touched
a little upon proceedings to Extremity—

New Town
22. May 772
Mr. James Neal

Your Most Obedient
Humble Servant
John Sykes

William Chambers in the Cause of the Right Honble the Lords
Merchants of England trading to the East Indies and Others
at Common Law against the Inhabitants of Calcutta
his Majesties Town & Fort William in the Kingdom of Bengal
Complainant and James Mill of Lincolns Inn Esqr Solicitor for the
Defendant the 4th Day of October Anno Domini 17

Madrapatam

Defendant

Complainant William Chambers in this Cause and that he hath for
Several Years past for Sea Affairs and that he doth also know the Defen-
dant James Mill in this Cause and that he hath for many Years
or Thereabouts Past

To the Second Interrogatory this Deponent saith that the Defendant
in this Cause did for about the Months of January and February in the
Year of Our Lord One Thousand Seven Hundred and Seventy Five write
to him about the Affairs of the Complainant to Request this Deponent
this Cause That the said Defendant did Send to this Deponent
to Speak to the Complainant about the said Affairs and to Request him
that the Defendant was willing to continue in the said Office praying
that the Defendant was willing to continue in the said Office praying
the Sum of One Hundred and Twenty Pagodas & Months for the said
Office According to the best of this Deponents Recollection that this
Deponent Accordingly Recollect whether from the Expectation of this
Deponent Accordingly Recollect whether from the Expectation of this
Months Salary that the Complainant Should Purchase it or from
the Time the said Defendant wrote to this Deponent about it that this
Deponent did Accordingly make Application to the said Complainant that
he believes the Defendant would Remain in that Office Paying the Sum
of One Hundred and Twenty Pagodas & Months that this Deponent do
not Remember that the Complainant had any Authority from the
said Defendant to make any such Proposition on his behalf but only as being
Defendant to making such Proposition that this Deponent Knows was
willing to Recommend a Difference that this Deponent Knows was
Subscribing between the said Complainant and this Defendant concerning
the said Office that to the best of this Deponents Recollection the Complai-
nant made Answer that he would Refer or Leave the Settling of
the Matter to his Attorney Mr Dudley in Madrapatam that as this Depo-
nent believes the Complainant Richard any Authority from
the said Defendant Against the Complainant Richard any Authority from

and for the better Security of the payment of the same I do promise to
Mortgage the said House for the true and due Yearly Rent Exacted
for the same, to Demise and Grant the Same accordingly and Legally drawn
out You shall also have Power from the day of the said House for two
Months during which time You are not pressed Your Letter Pay-
ment Rent after the Rate of One Hundred Pounds per Month for that
time You stay or Continue and after wards

Fort St George
14th January 1772

I am Sir
Your Most Obed.t
Servant
Wm Chambers

Extract of a Letter from Wm Chambers Esq.r to James West
Dated in Council 22 January 1772

"If You think of keeping the House at 100 Pags per Month
"Please to Write me Directly"

I John Lake of Storey Gate Westminster Dwelling
and Practising at Fort St George the East Indies do Solemnly and
Truly Declare and Affirm do hereby Certify and Attest
that the aforegoing is a true Extract from the Original Letter having
been carefully Collated therewith by me

In Faith and Testimony
whereof I have hereunto Set my Hand and Seal in Fort St George
aforesaid this Twenty second Day of November in the Year of
Our Lord One Thousand seven hundred and Seventy three

At Fort St George the Sixth Day of June One
Thousand Seven Hundred and Seventy three

James Hicks

Present

James Oliver
Wm Lewin

Mayor's Court
Madrapatnam

Tuesday the 22d Day of March
Anno Domini 1774

Present

George Lemaire Esqre Mayor
Thomas Bowes — George Baker
and John Isaacs — Aldermen

Between William Chambers
on the Service of the Honble the United
Company of Merchants of England trading
to the East Indies at present Resident at
Fort St George Bengal & William Milburn
the Deputy of Caddalore Merchant by
his Attorney Henry Dadley Gent of the
Attorneys of this Honble Court Complainants
and James Hicks of Madras Merchant
Defendant

Bill with an Account Current Annexed. The Defendant Answer. Sundry Amended Replications. The Amended Answer. Depositions and Depositions on the part of the Complainant. Interrogatories. Exhibits on the part of the Complainant. The Interrogatories. Depositions on the part of the Defendant with a Letter Annexed. Two Exhibits on the part of the Defendant & the hearing Read. The Pleadings and Affidavits by the Attorneys. The Court upon the Pleadings and Affidavits by the Attorneys on both sides to be taken into Consideration upon the 1st. and 2d. Charges in the Bill. Complainant on her Account Current Annexed to the Bill. Complainant for Two Months House Rent and hearing Read. Considered the same are of Opinion that the Complainant is entitled to Rent for the said Two Months as in the Bill. And Evidence from the Complainant to Continue the said Lease for that time. The Court upon the said Consideration the last Charge made by the Complainant in her Account Current being for House Rent from the 25th. of March to the 25th. Day of May and having duly Considered the Summary Question that the Defendant ought to Pay and Satisfy the said Rate of One Hundred Pagodas Per Month during the time she Continued in the said House after the 25th. of March the Defendant had Evidence from the Complainant to Leave the said House. The Court doth therefore Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant at and after the Rate of One Hundred Pagodas Per Month from the 25th. Day of March to the 6th. Day of January

It is further Ordered and Decreed that the Defendant do pay the said Costs without Interest and that the Complainant do pay all Costs of this Suit

Per Curt

the 6th. January 1774

To the Worshipfull the Mayor &c.

Humble Complainant Sheweth unto this Worshipfull Court of Mayor Court Vizr. Phillip Agustus Percy Clavering of Madras Merchant that Suliaman Cutty of this aforesaid place Merchant stands Indebted unto Your Orator on the full and just Sum of Three Hundred Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Twenty Pounds as well more fully and at large Appears by the Copy of a Bond Under Marine Obligation of the said Suliaman Cutty bearing Date the Fourteenth Day of August in the present Year One Thousand Seven Hundred and Seventy Three and made payable to Your Orator or Bearer Three Months after Date thereof as Annexed for the Inspection of this Worshipfull Court to which Your Orator craves Leave Humbly to Refer and pray that the same may be taken as part of this Your Bill of Complaint and Whereas Your Orator doubts not but the said Suliaman Cutty hath Fraudulently and unjustly Contrived Means to Defraud Your Orator of the said Sum of Three Hundred Pagodas

Now Your Orator Humbly Conceives it ought to be Answered by the said Suliaman Cutty whenever he shall be thereunto Required on his Corporal Oath According to the Course and Practice of this Worshipfull Court and to the best of his Knowledge Remembrance Information and Belief Answer and Set forth the Premises and that he may Answer the Premises Your Orator Humbly Prays that Process of Subpoena may Issue out of and under the Seal of this Worshipfull Court directed to the said Suliaman Cutty Commanding him at a Certain Day and under a Certain Pain therein to be Limited personally to be and Appear before this Worshipfull Court then and there to Answer the Premises and to Stand to Perform and Abide such Order and Decree therein as to this Worshipfull Court shall seem Meet and Your Orator shall ever Pray &c.

Bill with an Account Current Annexed The Defendant Answer
Exceptions and Replication The Amended Answer Further
Exceptions and Depositions on the part of the Complainant Sup-
plemental Bill Interrogatories
Exhibits on the part of the Complainant Cross Interrogatories
Depositions on the part of the Defendant with a Letter
Exhibits on the part of the Defendant & the Cause
coming on to be heard by the Honble Thomas Bourne
the Plaintiffs Counsel & by the Honble Thomas Hodgson
the Defendants Counsel & due Consideration had thereof
It is Ordered that the Complainant do Recover against the
Defendant the Sum of Two Hundred & Eighty Pagodas
Principal Money & Interest due on the Account Current
Annexed to the Complainants Bill of Complaint for Two
Years Rent and the Costs of this Suit And it appearing
to this Court that the Complainant hath Received
Considerable Sums of Money from the Defendant on
Account of the Rent aforesaid It is Ordered that the
Defendant do pay unto the Complainant the Sum of
Two Hundred & Eighty Pagodas Principal Money
and Interest due on the Account Current Annexed to
the Complainants Bill for Two Years Rent and the
Costs of this Suit without Prejudice to the Complainant
to Exhibit a Bill for the Recovery of any Rent that
may become due to him from the Defendant for any
Time Subsequent to the Date of the Account Current
Annexed to the Complainants Bill And it is further
Ordered that the Defendant do pay unto the Complainant
the Sum of Two Hundred & Eighty Pagodas Principal
Money and Interest due on the Account Current Annexed
to the Complainants Bill of Complaint for Two Years
Rent and the Costs of this Suit within Fifteen Days
after the Date of this Order And it is further Ordered
that in Default of the Defendant paying the Money
and Costs aforesaid within the Time aforesaid that
the Complainant do Recover against the Defendant
the Sum of Two Hundred & Eighty Pagodas Principal
Money and Interest due on the Account Current Annexed
to the Complainants Bill of Complaint for Two Years
Rent and the Costs of this Suit And it is further
Ordered and Decreed that the Defendant do pay the same with Cost
Interest and that the Complainant do pay all Costs of the Suit

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Xbre 1774

To the Honble the Mayor
Court of Madras &c &c &c

Humble Complaint Sheweth unto this Honble
Court Your Orator Phillipus Agathus Lucy Salander of Madras Merchant
That Sultanee Chitty of Vizianagaram Merchant stands Indebted
unto Your Orator in the Sum of Three Hundred Pagodas
as by Your Orator's Bill and just Account Current Hereunto
annexed Manifests Making on Balance Money of Great
Britain at the Rate of Eight Shillings per Pagoda the Sum of One
Hundred and Twenty Pounds as well more as the said Account appears by the
Copy of a Penal Bond Making Obligation of the said Sultanee Chitty bearing
Date the Sixteenth day of August in the present Year One Thousand Seven
Hundred and Seventy Four and made payable to Your Orator on Three
Months after Date thereof As by the same Bond Reference being had
thereunto Your Orator most Humbly Hopes and prays that the same may be
so taken as part of this his Bill of Complaint and Whereas Your Orator
hath frequently and in a friendly Manner Required the Payment of the
said Sum of Three Hundred Pagodas

Nevertheless the said Sultanee Chitty Contriving it to Defraud this Honble Court
and Your Orator of his Just Debt doth refuse to pay the same or any
Part thereof to Your Orator or any Means of Satisfaction whatsoever Unless
Compelled by the Decree of this Honble Court to which Your Orator
can have no Relief save only in this Honble Court where Discoveries
are Made and Mutual Acts done Therefore

herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as any thereof were herein Severally and Particularly Recited and Set forth and that thereupon the Defendants might Pay unto Your Worships the aforesaid Sum of Three Hundred Pagodas with such Interest as aforesaid or Shew unto Your Worships Such Cause to the Contrary if any they had why they should not do the same

Wherefore Your Complainant Humbly Prays Your Worships Writt of Subpoena to be Directed to the Said Lutchmy Chitty Commanding him thereby and under a Certain Penalty therein to be Limited personally to be and Appear before Your Worships in Your Court of Choultry at Madras aforesaid on a Certain Day therein to be Appointed then and there to Answer the Premises and to Abide by and Perform such Order and Decree therein as to Your Worships shall Seem Meet

Daniel Shaw
Attorney for the Complainant

January 1714
Sworn before me in Open Court this Day of
Aforesaid
Peter Delane Mayor

Know all Men by these Presents that I Lutchmy Chitty Merchant and Native Inhabitant of Madras Merchant am held and firmly bound unto Mr Thillyppan Agga Peru Calandar Merchant and Native Inhabitant of Madras aforesaid in the Sum of Three Hundred Pagodas Current of Madras to be paid to the said Mr Thillyppan Agga Peru Calandar his Certain Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and Dated this 29th Day of March Anno Domini 1717

The Condition of this Obligation is such that if the above bounden Lutchmy Chitty his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Mr Thillyppan Agga Peru Calandar his Heirs Executors Administrators or Assigns the full and just Sum of Three Hundred Pagodas Current of Madras aforesaid in Manner and Form following that is to say One Hundred and Seventy Three Pagodas Current of Madras aforesaid on the 29th Day of March Anno Domini 1717 One Hundred and Seventy Three Pagodas Current of Madras aforesaid on the 29th Day of March Anno Domini 1718 and One Hundred and Seventy Three Pagodas Current of Madras aforesaid on the 29th Day of March Anno Domini 1719 with Interest at the Rate of Eight per Cent per Annum Payable Annually at the Expiration of Twelve Months from the Date hereof

Now the Condition of this Obligation is such that if the above bounden Lutchmy Chitty his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Mr Thillyppan Agga Peru Calandar his Heirs Executors Administrators or Assigns the full and just Sum of Three Hundred Pagodas Current of Madras aforesaid with Interest as aforesaid on the Days and Times and in Manner and Form above Mentioned Then this Obligation to be Void and of no Effect otherwise to Continue and Remain in full Force and Virtue

Signed Sealed and Delivered
in the Presence of
Vencatachellum
Commapah

Signed Lutchmy Chitty

A True Copy Daniel Shaw
Attorney for the Complainant

Mayor Court
Madraspatnam

Tuesday the 29th Day of March
Anno Domini 1717

Present
George Lance Esquire Mayor

Burnom Plaintiff Complt
Columbus Mathews Merchant Complt
and Sabrey Cuttle of the same Place
Merchant Defendant

Upon Reading in this Court the Record of this Cause
the Defendant Cuttle Stands Charged with the Most Notorious
Contempt and Bill that wilfully and Obstinately Refuses
this Court Any Answer thereto Tho Duly Served
Accordingly Order and Decree that the Defendant Cuttle
the Complainant the Sum and Costs of Suit Rendered
Burnom Attorney of Mathews with Allowable Costs
as shall thereupon become Due thereon with Costs of Suit
and Costs of this Suit

Sept 1773

John Hamilton
Clerk

Burnom Complainant Exhibited his Bill in this Court
and Your Orator Complained that Columbus Mathews
late Merchant of Norfolk Merchant departed this Life
Your Orator without Just and Lawful Cause Refuses
Alexander Speed Henry Mellon Matthew Phripp
Robert Tedcastle Executors of the Last Will and Testament
of the said Columbus Mathews Deceased to Pay
or shall thereupon become Due thereon with Costs of Suit
and Costs of this Suit

Sept 1773

John Hamilton
Clerk

Burnom Complainant Exhibited his Bill in this Court
and Your Orator Complained that Columbus Mathews
late Merchant of Norfolk Merchant departed this Life
Your Orator without Just and Lawful Cause Refuses

Your Orator further Shews that this Honble Court that he hath Forgiven
My and certain Honorable Manner Requested Payment from the said
Burnom of the Sum of Nine hundred and Fifty Pounds
Burnom Contempt Upon that this Honble Court that
said Burnom Obstinately and Wilfully Refuses to pay the same or to
Give Your Orator any Manner of Satisfaction touching that Demand
Your Orator therefore Prays a Writ of Subpoena to this Honble Court
shall Appear Agreeable to Equity and good Conscience to the End
Therefore that the said Burnom may upon this Corporal Oath full Answer
Direct and perfect Answer make to All and Singular the Matters and
Charge Before Set forth and Alledged as fully Clearly and Effectually
to all Intents and Purposes as if the same were Here Again Repeated
and Particularly Interrogated and that he may be Decreed to pay unto
Your Orator the aforesaid Sum of Nine hundred and Fifty Pounds
with all such Further Relief as the Nature of the Case shall Require
also all Costs of this Suit

Upon Reading in this Honble Court the Answer thereto
Burnom Ordered and Directed by the Sheriff of Fort Saint
George Town of Madrespatnam and the Parts thereof Personally
to be and Appear before this Honble Court at the Usual Time and Place
to be Holden this Honble Court Enjoined and Appointed Henry Davis
Answer this Your Orator's Bill of Complaint and further to Stand
to and Abide by such Order and Decree therein as this Honble Court
Shall Make

12th Sept 1773

John Hyde
Attorney for the Complainant

Your Complainant Came Duly
the Contents of the Demand Subscribed

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Mayor Court
Madrazpatnam

Tuesday 29th Dec.r
Anno Domini 1713

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Present

George Savage Esquire Mayor
Reynold Adams — George Smith
and John Benton — Aldermen

Between Ramalinga
Son and Manapa of Madras
Deft.dant

Appearing by the Records of this
the space of four Months that Mucknan Saub Dubash
Complainant exhibited a Warrant of Attorney
against the Defendant Effect, and the Defendant
Madras Appearance and Cause to answer the Complaint
Bill, but Court Adjournment Saub the Defendant
and doth accordingly Order and Decree that the Defendant
shall pay unto the Complainant the Sum of Pagodas
Hundred and fifty Pagodas Principal 30
with Costs of Suit, and Payment to be made Ten Days

114 225

Jan.y 2.d 1713

To the Honble the Mayor
Court Madrazpatnam

Humbly Complaining Showeth unto Your Honble
Good Mayor Worthy Sirs Your Orators Servants Mucknan Saub Dubash
Malla and Ramah Chetty of the Gentue Inhabitants Madrazpatnam
Merchants and Dutch Mons Worthy Sirs Your Orators Servants
Pagoda Hundred and fifty Pagodas Principal Money for Goods
Money of Madrazpatnam Merchants Mons of Great Britain after the
Rate of Eight Shillings for every Pagoda the Sum Three Hundred and
Fifty Pagodas Eight Shillings for every Pagoda the Sum Three Hundred and
Pagodas Eight Shillings and Sixpence due to Your
Orators Servants Pagodas Eight Shillings and Sixpence due to Your
Principal Pagodas Three Hundred and Fifty Pagodas
Interest Pagodas Eight Shillings and Sixpence due to Your Orators Servants
Pagodas Eight Shillings and Sixpence due to Your Orators Servants
Pagodas Eight Shillings and Sixpence due to Your Orators Servants

and Nine Cash the aforesaid Sum of Seven hundred and forty Pagodas Seaton fanams and four Cash with Interest thereon to be computed as aforesaid from the time hereafter becomes due Known also all Men by these

Whereas Thomas Hall the Complainant in this Honble Court hath Exhibited his Complaint against Richard Chitty and Ramah Chitty his Wife Defendants in this Honble Court Setting forth that the Defendants Richard Chitty and Ramah Chitty his Wife are Indebted unto the Complainant in the Principal Sum of Seven hundred and forty Pagodas Seaton fanams and four Cash as by the Bill of Complaint now remaining in this Honble Court may more fully appear and whereas the Defendants have been served with Process of Subpoena to appear to and answer the Complainants Bill of Complaint but have not yet appeared thereto nor Answered the same and the Complainant hath Petitioned this Honble Court that the Defendants may be Ordered to appear to and answer the Complainants Bill of Complaint and that the Complainant may have such further Relief in the Premises as to this Honble Court shall seem meet

12th May 1773

Let a Summons issue

Johnson McThomas

Regr

Filed 15th July 1773

The Answer of Richard Chitty and Ramah Chitty his Wife Defendants to the Bill of Complaint of Thomas Hall Complainant

We the Defendants Richard Chitty and Ramah Chitty his Wife saving and reserving unto Ourselves all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as we are advised is Material for us to make Answer unto We Answering say that we do not know that the Complainant was Indebted to the late Thomas Hall Deceased the Father of the Complainant in the Sum of Seven hundred and forty Pagodas Seaton fanams and four Cash as in the Complainants said Bill of Complaint is Suggested but these Defendants say that they were Indebted to the said Thomas Hall Deceased in the Sum of Seven hundred and forty Pagodas Seaton fanams and four Cash which Sum these Defendants admit to be Justly due to the Complainant and these Defendants are ready and willing to pay the same to the Complainant as this Honble Court shall Direct and these Defendants further say that they do not know that the Complainant hath Demanded the said Sum of Seven hundred and forty Pagodas Seaton fanams and four Cash of these Defendants before the Exhibiting the Complainants said Bill of Complaint against these Defendants but these Defendants say that they were Indebted to the said Thomas Hall Deceased in the Sum of Seven hundred and forty Pagodas Seaton fanams and four Cash and these Defendants say that they have been always

Replicant further Saith that the Demand aforementioned Mentioned in a
Bond or Obligation bearing Date the Twelfth Day of March in the present
Year of Our Lord One Thousand Seven hundred and Seventy three and in the
Year of the Reign of the Defendants and by them signed to the Repls
the Hand and Seal of the Defendants and by them signed to the Repls
whereupon the said Defendants say that they brought and Received
of the said John Douglas the Replicant Five Thousand to Seven
hundred and forty four Pagodas Sixteen Fanams and four Cash payable
two Months from the Date thereof in exchange thereof Bond, which
Bond or Obligation was for the Amount of Seven Hundred and Seventy
three Pagodas Eleven Fanams and Ten
half of a Fanam and Thirteen Cash and four Cash Bills of Exchange
Sheet at the Rate of Fifty four Pagodas per Cent according the prices at
which the Rice was Settled between the Replicant and the Defendants
will make the said Sum of Seven Hundred and forty four Pagodas
Sixteen Fanams and four Cash for which the said Defendants gave
the said Bond, the Replicant further Says that the several Matters
therein and Bond, the Replicant further Says that the several Matters
Alledged by the Defendants in their Answer concerning the Quantity
of Rice delivered them and the Sundry Sums of money paid to and
Undergoing a Dubash the Replicant is a total Stranger to, and
therefore the Replicant cannot help observing that the Answer is
Evasive and Indirect and tends to no other Purpose but to keep the
Replicant out of his money which he justly due from the Defendants who
on an Account should be Allowed to speed and transactions between
themselves and other Inhabitants with the present Matter in
Dispute as is impertinent from the Answer itself, for the Defendants the
Replicant Says Acknowledged in their Answer that they purchased of

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Pagodas Sixteen Fanams and four Cashs and Wannelly Lessenthe and Dated
by them the said Replicant in their Bill of Complaint and Replication here
But these Defendants Admit to be Indebted unto the Replicant in the
Sum of five hundred and Eighty Nine Pagodas Twenty two Fanams
and Twenty Cash as Lessenthe in their Defendant said Answer which
they were and Still are Ready to Pay the Replicant, These Defendants
further Say that they further Admit to have Entered into Replicant the
Bond Sued upon and mentioned in the said Replication for the said Sum
of Seven hundred and forty four Pagodas Sixteen Fanams and five Cash,
But as the same was Given for the purchase of Fifteen Garces and three
half of a Garce, and Thirteen Marcals and five Eighths of a Marcal of
Rice at the Rate of fifty four Pagodas the Garce, And as the Said
Rice at the Rate of fifty four Pagodas the Garce, And as the Said
Wallers Alledged and these Defendants said Answer Concerning
the Quantity of Rice Delivered them and the Sum of Money paid
by them to discharge the Replicants Debt as in their said Answer
Expressly for the Replicant as in the said Pleadings may be
this Defendant further Say that the Replicant
Defendants Answer Observe that they Admit to have Entered into
Bond for the Sum of Seven hundred and Eighty Nine Pagodas Twenty
Fanams and Twenty Cash as in their said Answer Mentioned, These
Seven hundred and forty four Pagodas Sixteen Fanams and five Cash
at the time they Gave the said Bond the Sum paid to the said
they would do by paying the whole Amount of the said Bond
without Delay only Desired a part of the Amount as Particularly
Wallers to Receive the Amount of the said Bond Suffer re-
Pagodas Sixteen Fanams and four Cash as in their said Answer
Defendants Answer Concerning
Wallers Alledged and these
the Quantity of Rice Delivered them and the Sum of Money paid
by them to discharge the Replicants Debt as in their said Answer
Expressly for the Replicant as in the said Pleadings may be
this Defendant further Say that the Replicant
Defendants Answer Observe that they Admit to have Entered into
Bond for the Sum of Seven hundred and Eighty Nine Pagodas Twenty
Fanams and Twenty Cash as in their said Answer Mentioned, These
Seven hundred and forty four Pagodas Sixteen Fanams and five Cash
at the time they Gave the said Bond the Sum paid to the said
they would do by paying the whole Amount of the said Bond
without Delay only Desired a part of the Amount as Particularly
Wallers to Receive the Amount of the said Bond Suffer re-

will Recommend to those Defendants for Short Delivery of Rice and that
the Short Delivered from the Amount of the said Bond Given by
those Defendants for the Amount thereof Recd those or what they have
have Actually Caused those Defendants further Say that they the
Replicant made Regular Demand on those Defendants for the pay-
ment of the Amount of the said Bond and Warned those Defendants
in case of Default that he would prosecute them on their Bonds Court
for Recovery those Defendants now Pleads those Requested that
the Replicant of the said Short Delivery and what had been paid
to the said Servant on Account of the Amount of the said
Bond by those Recovered which those Defendants Cannot Deny
Without any Notice of the Replicants Interrogatories to be those
Defendants Absolutely Deny that those Answers is Evasive and
Unjust to the Replicant Alledges, on that behalf Ready to aver that
prove that he keeps the Replicant out of those Money for those
Defendants Ought Cannot to keep the Replicant Record of what they owe
Lastly Insisted to be as before and on those said Answers Respectfully Pray
they ought not to be put to answer more than they are Legally to pay, and as the
Replicant Very Justly Observes have from their long Standing as Merch
Replicant Very Justly Observes have from their long Standing as Merch
and Recovered other Principles those those of Negligently Drawing
Those property away which would be their Case were they to pay those
Amount of the Replicants said Demand, And those Defendants
Lastly Say that with Regard to any other Matter or thing Set forth or
Alledged in the said Replicants to which they have not Expressed their
Without any Notice of the Replicants Interrogatories to be those
Defendants Absolutely Deny that those Answers is Evasive and
Unjust to the Replicant Alledges, on that behalf Ready to aver that
prove that he keeps the Replicant out of those Money for those
Defendants Ought Cannot to keep the Replicant Record of what they owe
Lastly Insisted to be as before and on those said Answers Respectfully Pray
they ought not to be put to answer more than they are Legally to pay, and as the
Replicant Very Justly Observes have from their long Standing as Merch
Replicant Very Justly Observes have from their long Standing as Merch
and Recovered other Principles those those of Negligently Drawing
Those property away which would be their Case were they to pay those
Amount of the Replicants said Demand, And those Defendants
Lastly Say that with Regard to any other Matter or thing Set forth or
Alledged in the said Replicants to which they have not Expressed their

Thomas Hood Defendant on Oath and Witness for the Defendant
and prayed that the Testimony of the said Witness might be taken
Pro and Con and by their said Answers they have referred to
the Answers of the said Witness to the Interrogatories
hereunto annexed

John Lee
Attorney for the Defendant

Interrogatories to be administered
to and Answered by Thomas Hood
Witness on the part and behalf of
the Defendant in a Cause now depending
in the Court of Exchequer between
Thomas Hood Complainant and
Charles Mackay and Others Defendants

1st Interrogatory } Do You know or do You believe that the
Complainant and Defendant in the Title of this Cause
were on the Twenty fourth day of March One thousand
Eight hundred and Thirty Seven or at any other
time and when Partners in Trade together
carrying on the Business of Merchants
at Madras aforesaid under the Firm of
Hood Mackay and Company or by any
other Name or Firm

To Indagapah
Tagapah } 2nd Do You know or believe that the
Partnership between the Complainant and Defendant
being duly dissolved on the Twenty fourth day of March
One thousand Eight hundred and Thirty Seven
by Deed or Writing under Seal or by Parol
or otherwise and if so when and how

Indagapah 3rd Were You or were You not present at the time that the
Bond bearing the Date next mentioned was executed
Bond was entered into and given by the Defendants to the Comp.
Bond was weighed off and delivered of Weight Quantity of
Rice was weighed off belonging to the Complainant and how many
Bags of the said Rice were Tealle delivered over to the Defendants
Setforth and Declare

Indagapah
Tagapah
Tundapah } 4th Do You know or Do You not know if the Defendants
did or did not make sale and what Agreement the Consideration
and Delivery of the said Bond of Rice Setforth whether there
such Agreement were made before the Sealing and Delivery, now of Whom
after, and the time of such Sealing and Delivery, now of Whom
Defendants did or did not Signed the Complainant there
with or how otherwise Declare to the best of Your Remembrance
and belief

Tundapah 5th Did You or did You not Weigh off Quantity and what
Number of Bags of Rice and Cooly Rice and
hand over to the Defendants for the payment of the said Cooly Rice and
whose Order and Direction did You so Weigh and Measure the same, Declare
You so demanded and when and where to Whom and the Reason
Your so demanding and when and where to Whom and the Reason
Unreasonable from the said Defendants Setforth According to the
best of Your Remembrance and belief

To all the Witness } 6th Do You know or can You Setforth any other Matter and
thing that may be for the Advantage and benefit of the Complainant
in which You have not been particularly Interrogated Setforth
the same fully According to the best of Your Knowledge Remembrance and
belief

Known all Men by these Presents that We
Hon and Female Cattle and Cattle and female bondsmen
Douglas of Fort St George Merchant and the Court here
Pagodas One thousand four hundred eight Hundred
two Gold Star Pagodas which payment to be well and truly
John Douglas his Heirs Executors Administrators or
bonds Jointly severally and Separately firmly by
Administrators Jointly by these Presents Sealed
these Presents Dated this Fifteenth day of March
Year of Our Lord One Thousand Seven Hundred

Signed Sealed and Delivered
in the Presence of

[illegible]

[illegible]

[illegible]

19 v

Mayor Court
Madras.

Between Isaac Dawson Senr
Joseph Cooper Merchant Complainant
and Comara Callatta and Ramah Chitty
of Madras Merchants Defendants
On the Part of the Complainant

Deposition of Witnesses taken in the Court by and before
the Examiner in the Court as follows viz.

Indrapah of Madras Native Aged 42 Years a Witness
Sworn and Examined on the Part of the Complainant
this 2d Day of January 1774 Thomas Powney Esqr
Attorney for the Defendant the Said Indrapah and
left him in Custody of the Messenger attending
Court and afterwards on the 15th Day of January
Sworn and Examined Deposeth as follows viz.
To the first Interrogatory this Deponent saith that he
Complainant Isaac Dawson in the Interrogatory
named is known and that he also knows the
Defendants Comara Callatta and Ramah Chitty in the
Interrogatory named Inhabitants of Madras
To the Second Interrogatory this Deponent saith that he
Bond in the Interrogatory mentioned and hereunto
annexed bearing Date the Tenth Day of March in the
Year of our Lord One Thousand Seven Hundred and
Seventy three was executed by the Defendants
Comara Callatta and Ramah Chitty

Hand Writing and that the Signature of Madras Mistor was also a
Witness to the Deponents and answereth as to the Interrogatory
To the fourth Interrogatory this Deponent saith that he does know that
the Defendants did not make any Objections to the Signing Sealing and
Delivery of the said Bond at the time of such Sealing and Delivery
Neither did they make such Objections either to the Complainant
That this Deponent knows of neither before or after the Signing
Sealing and Delivery of the said Bond And answereth thereto as to the
Interrogatory
To the last Interrogatory this Deponent saith that he does know that
the Defendants promised to Pay the Amount of the said Bond and all
Sums and part of such Amount from time to time for seven or eight Months
Sums that they respectively Money from the Complainant
Saith not to this Interrogatory

Indrapah
his mark

Hall Plumer
Examined

Mayor Court
Madras.

Between Isaac Dawson Senr
Joseph Cooper Merchant Complainant
and Comara Callatta and Ramah Chitty
of Madras Merchants Defendants
On the Part of the Complainant

Deposition of Witnesses taken in the Court by and before
the Examiner in the Court as follows viz.

Tangapah of Madras Native Aged 28 Years a Witness
Sworn and Examined this 2d Day of January 1774

and Plea of the Defendant and aforesaid
following Issue was and Examined Depositions following
Collins Clerk Interrogatory the Deponent saith that he
Complainant John Douglas Junr Merchant mentioned
in the Bill of the Complt Defendants Company called
Colly and the Company and that he the Deponent
Months and answered unto by the Interrogatory
to the Second Interrogatory the Deponent saith that he
Bond mentioned and shewn to him at the time
bearing Date the Twenty day of March and the penal
Thousand Pounds Sterling and Seventy Pounds
did Sign the name as a Witness to the Sealing and
thereof and that the Deponent saw the Parties
Hand Writing and that Coll Middlecoate Deputy
Charles Smith Esqr was also a Witness to the Deed
was Sealed and the time Interrogatory
To the fourth Interrogatory the Deponent Saith that he
that the Defendants did not make any Payment
Sealing and Delivery of the said Bond at the time
and Delivery that neither he nor the Defendants
before or the said Signing Sealing and Delivery
Complt bill and was Sworn Saith not to the
Hall Plumer
Examined

Jonathan Collins

Interrogatories to be administered
on the Part and behalf of the Defendants
Company Appointed and
Appointed to the Magis
Court at Madras upon whose
John Douglas of Fort Saint George
Merchant Complainant and
Company called the Royal Company
of Madras Merchants Defendants

1st Do you know the Parties Complainant and Defendants
in this Cause or any of them If Yea how long have You known them

2nd Do you Do not that the Defendants in this Cause or any
of them or some or one of them Did on or about the Month of March which was in the
Year of Our Lord One Thousand Seven Hundred and Seventy
Three Purchase of the Complainant any Quantity of Rice If Yea
what Quantity Did the said Defendants so Purchase and at what
Price? was or was not all the said Rice Delivered to the said Defendants
by the said Complainant or his Agent If not what Quantity thereof
was Delivered to the said Defendants and by whom and where was
and the whole of the said Quantity of Rice Purchased by the said
Defendants of the said Complainant Delivered to the said
Defendants If not what Quantity of Rice Remains undelivered and
Company Company Company

To Dilla 3. Do Do Did not the said Defendants Undergraduates Order Dubarbe or Parker for the said Complainants Account Remember or Recollect that the Supposed Debt

To Dilla 4. Do Do Did not the said Defendants Owe or Contract the Complainant for the whole Amount of the Sum Particularized in the Complainants said Schedule or Account Annexed to his Bill of Complaint or any Part or Parcel thereof And if Yea why and for what Debt or Account in particular And how or in what manner and when and at what Time or Times was the Whole Amount of the said Sum or Sums of Money Due and Owing from the said Defendants or any of them to the said Complainant for Goods Wares and Merchandize Sold and Delivered by the said Complainant to the said Defendants Undergraduates or any of them Or to any other Person or Persons by their Order or for their Use and Benefit and at their Request And how and in what manner do the said Defendants Undergraduates or any of them Account for the same Declare all and singular the Premises to the Best of Your Knowledge Remembrance Information and Belief Together with the Reasons and Grounds of Your Belief fully and Particularly Declare

To Dilla 5. Do Did not the said Defendants at any Time or Times before the Filing of the Bill of Complaint in this Cause pay unto the said Complainant or to any Person or Persons for his Use and Benefit any Sum or Sums of Money on Account of the said Debt or Demand mentioned in the Complainants said Bill of Complaint And what Sum or Sums of Money was or were so Paid and at what Time or Times and by what Person or Persons was the same Paid and for what Part or Parcel of the said Debt or Demand did the said Defendants Undergraduates or any of them Pay the same And have the said Defendants Undergraduates or any of them any Receipt or Receipts or other Voucher or Vouchers in Writing for the same And if Yea Where are such Receipts or Vouchers and in whose Custody or Possession do they remain Declare the Truth of the Premises to the Best of Your Knowledge Remembrance Information and Belief

of Goods Wares or Merchandize bought by them or any other Person or Persons for their Use and Benefit and at their Request Order or Procurement of the said Undergraduates Ordered or Dubarbe or Parker or whose Use the said Undergraduates Ordered or Dubarbe or Parker If Yea were or was such Payments by the said Defendants Undergraduates or any of them Owned Good and Valid by the Person or Persons from whom the said Goods Wares or Merchandize were Purchased the Money they were Sold for Actually Delivered or was there or was there not any Dispute about the same, as You Know have heard or do believe? Did the said Undergraduates or Any of them Always Deliver all the Goods Wares or Merchandize which they Ordered or Dubarbe or Parker for, other, or did or did not the said Undergraduates Always or at some Time or Times keep and Detain from the said Undergraduates the Whole Amount of what they had Received and if Any What Part thereof and for what Reason or Reasons and how and in what manner do the said Undergraduates Account for the same and how Much thereof is Now Owing to the said Complainant Declare all and singular the Premises to the Best of Your Knowledge Remembrance Information and Belief Together with the Reasons and Grounds of Your Belief fully and Particularly Declare

To all the Interrogatories Do You know or can You Set forth any thing touching the Matters in Question in this Cause or any of them Declare the same as You know have heard or do believe

Joseph Parkes
Attorney for the Defendants

Mayor Court at
Madraspatnam

Belmen &c Pltffs

Joseph George Merchant Complt
Comora Callatty and Ramah Chitty
Modeen Merchants Defts

On the Part of the Pltffs

Deposition of Witnesses taken in the Cause
the Commission in this Court as follows

Venagoa Chitty of Madras Merchant Witness
Produced on the Part of the Pltffs in this Cause
was on the 13th day of January 1774 Sworn on the
of the Holy Evangelists before Alexr Brown Esqr Mayor
Cuddapah one Servant who also left them at Madr
Jellore and Place of which the said Deponent can
the Cause to being Sworn and Examined Deposeth
To the first Interrogatory this Deponent saith that
the Complainant Nelson Douglas in this Cause
knows him Deponent Knows and that he doth reside
Comora Callatty and Ramah Chitty in this Cause
as Deponent hath heard Sixty Years And more
To the second Interrogatory this Deponent saith that
the Defendants in this Cause did come to
of March which was in the Year of Our Lord One

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Complainant in this Cause that the said Defendants Comora Callatty
upon Agreement bound to the said Defendants of the said Defendants
of Pagodas Ten Star Pagodas and some Morahs more but how many
this Deponent knows not That some Rice was shipped by Cuddapah
a Dubash belonging to the Complainant and Cuddapah the Comora
appeared for three Cowries That this Deponent was about three
Months after the Purchase of the said Rice was at Tirumallavara
upon Agreement and Comora Callatty One of the Defendants was talking
together that Morning that Conversation Cuddapah told the said
Comora Callatty that he had better pay the money Mr Douglas had
Put him in Court for and not proceed on the Suit That for what
Put him in Court for and not proceed on the Suit That for what
Complainant had taken bound to Pay the Money whenever
To the third Interrogatory this Deponent saith that he doth
the Defendants in this Cause discharged three Dubashs the Complainant
Defendants in this Cause Discharged three Dubashs the Complainant
or else Eighty Star Pagodas that he Undergo to bind himself
Comora Callatty that it was Morning the aforesaid Conversation the
Deponent knows that the said Comora Callatty and Ramah Chitty
had and Entered the whole of that Rice that they had bought and for
the Differences for which the said Undertaking was entered to Pay
And more saith not to this Interrogatory
To the third Interrogatory this Deponent saith that Cuddapah
to this third Interrogatory this Deponent saith that Cuddapah
in the Pleadings of this Cause Named did Act as Dubash for the
said Complainant in the Sale of the Rice alluded to in the
Interrogatory And more saith not to this Interrogatory
To the fourth Interrogatory this Deponent saith that the said
Defendants did execute and Bond to the Complainant

Deposition of Witness taken on the Coast and before the Examiner on the Coast as follows viz.

Tandapah Cully of Madras Merchant Aged 60 Years and upwards being Produced as a Witness on the Coast on the Part of the Defendt was on the 13th Day of January 1754 Sworn at the Office of Mr Charles Brumley whose Attorney for the Complainant by Candapah my Servant who also left him a Note of Interrogatories Sworn and Plan of Pagodas and Cowries of Ground to prove which Marked A B C D E F G H I K L M N O P Q R S T U V W X Y Z & a & b & c & d & e & f & g & h & i & k & l & m & n & o & p & q & r & s & t & u & v & w & x & y & z & A & B & C & D & E & F & G & H & I & K & L & M & N & O & P & Q & R & S & T & U & V & W & X & Y &

upon the promises of the said Andrapatch and the said Complainants
Counsel to be Answered & Replied unto by them Jointly as they should be
advised & required thereunto & to set forth that the Expiration of Two Months
in which they expected them to fulfill & that the Expiration of Two Months
at which the said Thomas Defendants had purchased their Interest
Bond of the Complainants And answereth unto the said 1st Interrogatory
3d. To the 2d 3d Interrogatory this Deponent saith that he doth not know that
the Defendants did at any time since the Execution of the Bond or Lease
in this Cause pay unto the said Andrapatch for and on Account of the said
Bond or to the Rent and Money to become by Andrapatch from the Defendants
Counsel to Eighty Seven Pagodas and which the Defendants promised to pay them
unto them Money Should Pay the Amount of the Bond to the Complainants as
of the said Bond And answereth unto the said 3d Interrogatory
4th. To the 4th 5th Interrogatory this Deponent saith that he doth not know
of the said Defendants having at any time or times paid any Sum or Sums
Sums of Money to the aforesaid Andrapatch on Account of any Goods Wares
or Merchandize bought by them of any other Persons Persons unknown
the said Andrapatch Sworn but that he has heard that the said Defendants
bought Grain of some Persons to whom Andrapatch Acted as Dubash
And believes that it is often customary on Sunday Occasions for the
Persons buying any Grain to pay the Money to the Dubash and that
on the Payments made and allowed and Account Good by the Persons from
whom the said Grain is purchased but that this Deponent knows
nothing more concerning the Matters and Things in the said Interrogatory
And answereth unto the 6th Interrogatory

Hall Plumer

Mayor's Court
Madrazpatnam

Tuesday the 29th
June Anno Domini

Present

George Lewis Esqre Mayor
Reynold Adam } George Smith
John Renton } Aldermen

Between

[illegible]

Hill Court Coming on to be heard and
on the Summons of the 18th Instant Served
upon the Defendant Thomas Pigot Esqre
the Interrogatories and Deposition on the part of the
Plaintiff Annexed the Interrogatories and Depo-
sitions on the part of the Defendant on hearing the Pleadings
by the Attorneys and on Due Consideration had thereof
IT IS Ordered by this Court that the Complainant do forthwith
Endeavour to Support the Contents of their Demand on
Defendant both and brought into Court whereof the

and forty four Pagodas Sixteen Fanams and four Cash of Principal
Pd 44 16 5 Thereon with Interest as more particularly
herein before becomes Due thereon Until full Payment is made Besides
all Costs of this Suit Dft Cite

To the Hon'ble the Mayor &
Court at Madrazpatnam

Humble Complaint Shewith unto Your
Humble Servt Your Orator Anthony Frederick Lewis and John
Willoughby of Madras Merchants that Lewis Chitty Venu Chitty and
Pilly Mooty Venu Chitty of the same place Inhabitant stand
indebted unto Your Orator on the full Sum of Four Thousand
Two Hundred and Thirty four Pagodas and Twenty cash Coast
Current Money of Madras Making one Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda that is to
Say Three Hundred and Thirteen Pounds and Two Shillings as Part
of the Same Ballance of said Bond Entered and Granted and Due
thereon being the Ballance of said Bond Entered and Granted unto Your
Orator by the said Lewis Chitty Venu Chitty and Pilly Mooty Venu
Chitty Bearing date the Fifteenth day of September which was in
the Year of Our Lord One Thousand Seven Hundred and Seventy three
as by a Copy of the said Bond and Account Current hereunto
annexed for the Inspection of this Honble Court may Appear
both which Your Orator prays may be Admitted as Part of this Their
Bill of Complaint and whereas Your Orator further Shewith unto

Mayor's Court at Madraspatnam

Tuesday the 2d Day of April Anno Domini 1734

Present

George Savage Esquire Mayor
Reynold Adam } George Baker
and John Turing } Aldermen

Between Anthony Lodwick Francis and John Willoughby of Madras Merchants Complainants and Cornelius Cuttle Thos Cuttle and Cornelius Cuttle Mary Penny Cuttle of the same Place Inhabitants Defendants

It appearing by the Record of this Court that the Defendants had been Served with the Usual Rule to Answer the Complainants Bill but wilfully and Obstinately refusing so to do This Court doth therefore think fit to Order and Decree that the Defendants shall pay unto the Complainants the Sum of One Thousand Two Hundred and Thirty four Pagodas and Twenty eight Cash Pagodas 1234 - 28 together with all such Interest as accrues or shall become due thereon and with full Payment of the Costs of this Suit

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Know all Men by these Presents that We Cornelius Cuttle Thos Cuttle and Cornelius Cuttle Mary Penny Cuttle all of Madraspatnam Merchants are held and firmly bound unto Anthony Lodwick Francis and John Willoughby of Madras Merchants in the Sum of One Thousand Two Hundred and Sixty Pagodas to be paid to the Payment whereof well and truly to be made We bind ourselves our Heirs Executors and Administrators jointly and severally firmly by these Presents Sealed with our Seals Dated this Second Day of April Anno Domini One Thousand Seven Hundred and Thirty four

The Condition of this Obligation is such that if the above bounden Cornelius Cuttle Thos Cuttle and Cornelius Cuttle Mary Penny Cuttle their Heirs Executors Administrators or Assigns or any of them do and shall well and truly pay or cause to be paid unto the above named Anthony Lodwick Francis and John Willoughby their Executors Administrators or Assigns the full and just Sum of One Thousand Two Hundred and Sixty Pagodas on or before the Expiration of Six Calendar Months from this Date hereof

Now the Condition of this Obligation is such that if the above bounden Cornelius Cuttle Thos Cuttle and Cornelius Cuttle Mary Penny Cuttle their Heirs Executors Administrators or Assigns or any of them do and shall well and truly pay or cause to be paid unto the above named Anthony Lodwick Francis and John Willoughby their Executors Administrators or Assigns the full and just Sum of One Thousand Two Hundred and Sixty Pagodas on or before the Expiration of Six Calendar Months from this Date hereof

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Mayor's Court at Madrazpatnam

Tuesday the 26th day of April Anno Domini 1774

Present

George Savage Esquire Mayor

George Smith and John Renton

Aldermen

Between Richard Lechmere Pollexfen Gent Merchant Complainant and Pambotahl Pullaah of Madras Merchant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demands 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 Forty One Pagodas Twenty four Fanams and Seventy Cash Pagodas 341.24.70 the Defendant with all Costs of Suit to be taxed and Payment so made also all Costs of this Suit

Per Curiam

Fort St. George 2d August 1714

To The Honble
Court of Judicature

Humble Complaint

Of the Honble Your Orators Edward Harrison Esqr Governor of Fort St. George and Agent for the Affairs of the United Company of Merchants of England trading to the East Indies and Thomas Pearse Esqr Accountant General of the said Affairs and Company

Sheweth

That the Honble Company your Orators Employers are Lawfully Seized and Possessed of a Certain Piece of Ground Situate Lying and being in the Black Town of Madraspatnam Commonly known by the Name of Choultry Ground and Bounded as follows (viz.) on the East by the Sea Shore on the West by the Publick Road leading from the Fort to the Mount on the North by the Ground belonging to the Heirs of Mr. Thomas Pitt Deceased and on the South

Know all People by these Presents that I Thaddeus Callander of the Town of Boston in the County of Suffolk and Province of the Massachusetts Bay in New England Esquire for and in consideration of the Sum of One Hundred and three Pounds lawful Money of the Province aforesaid to me in hand well and truly paid by Thomas Thomas Junior of the Town of Boston aforesaid Merchant the Receipt whereof I do hereby acknowledge have granted bargained sold and by these Presents do grant bargain sell and deliver unto the said Thomas Thomas Junior his Executors Administrators and Assigns forever one certain Negro Man named Cato now in the Possession of the said Thomas Thomas Junior and all the Right Title Interest Property Claim and Demand whatsoever which I the said Thaddeus Callander have or ought to have of in or to the said Negro Man Cato To have and to hold the said Negro Man Cato unto the said Thomas Thomas Junior his Executors Administrators and Assigns forever to his and their own proper Use and Behoof And I the said Thaddeus Callander for myself my Executors and Administrators do covenant promise and grant to and with the said Thomas Thomas Junior his Executors Administrators and Assigns by these Presents that I the said Thaddeus Callander at the Time of the ensealing and delivering hereof am the true sole and lawful Owner of the said Negro Man Cato and have in myself good Right full Power and lawful Authority to grant bargain sell and dispose of the said Negro Man Cato in manner aforesaid and that the said Negro Man Cato now is and at the Time of the Execution of these Presents shall be the Property of the said Thomas Thomas Junior his Executors Administrators and Assigns free and clear and freely and clearly acquitted exonerated and discharged of and from all former and other Gifts Grants Bargains Sales Mortgages Wills Entails Dowers Judgments Executions Forfeitures Debts Duties Accounts and Demands whatsoever And moreover I the said Thaddeus Callander for myself my Executors and Administrators do covenant promise and grant to and with the said Thomas Thomas Junior his Executors Administrators and Assigns by these Presents that I the said Thaddeus Callander my Executors Administrators or Assigns shall and will warrant and forever defend by these Presents the said Negro Man Cato unto the said Thomas Thomas Junior his Executors Administrators and Assigns against the lawful Claims and Demands of all and every Person and Persons whatsoever In Witness whereof I the said Thaddeus Callander have hereunto set my Hand and Seal this Seventeenth Day of April in the Year of our Lord One thousand Seven hundred and Seventy four

Thaddeus Callander (Seal)

Signed Sealed and Delivered
in the Presence of
John Maddox
Jurat

Mayor's Court
Hudsonpadnam

Tuesday the 25th Day of April
Anno Domini 1774

Present

Agapetus Thaddeus Callander the Time Executor and Administrator to sue for and recover the same and on Payment thereof to give sufficient Release and Discharge thereof and Endorsement Attorney or Attorneys under him to Constitute and whatever the said Agapetus Thaddeus Callander or his Attorney or Attorneys under him shall lawfully do in the Premises the said Obligor doth hereby allow and Assent and the said Obligor doth Covenant with the said Agapetus Thaddeus Callander that he the Obligor hath not Received nor will receive the said Money due to be secured but on the Receipt thereof will execute a sufficient Release and Discharge for the same or any part thereof but will answer and allow of Thaddeus Callander saving the said Obligor harmless of and from any Costs that may happen to him thereby In Testimony whereof the said Obligor hath hereunto set his Hand and Seal this Seventeenth Day of April in the Year of our Lord One thousand Seven hundred and Seventy four

Signed Sealed and Delivered
in the Presence of
John Maddox
Jurat

Mayor's Court
Hudsonpadnam

Tuesday the 25th Day of April
Anno Domini 1774

Present

265)

Alderman

Between

Defendant

The Defendant having put in [illegible]
to the Exceptions of the Complainants Demurrer [illegible]
therefore Ordered that the said Demurrer do stand [illegible]
Pay unto the Complainant the Sum of Two Hundred
and Three Pagodas and Seventy Cash for Costs
with Allowance to the said Answer as shall be found
thereon on the Hearing or make them all
further Payment as may be ordered

Fiat

Dated the 25th Oct. 1731

To the Honble the
Council Madras

Humble Complainant

[illegible]

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(265)

Six Pounds fourteen Shillings and Sixpence three Fanams as will
More fully and at large Appear by an Account Current and a Copy of
a Bill of Exchange thereunto Annexed for the Inspection of this
Honble Court the Original of which Bill of Exchange is now in Your
Orators Custody and Ready to be produced unto this Honble Court
when Required and Your Orator further Sheweth that on the Year of Our
Lord One Thousand Seven hundred and Seventy Nine Your Orator having
Occasion to remit a Certain Sum of Money to China on the Twenty
Fifth Day of August of the said Year One Thousand Seven hundred and
Seventy Nine said Pangomiah Granted Your Orator Bills to the Amount
of Three hundred and Seventy Nine said Pangomiah Granted Your
Orator Bills to the Amount of Three hundred and Seventy four Dollars
as Charged in the Account Current Annexed and Delivered Your
Said other said Bills Your Orator Addressed to his Correspondent
in China who presented them for payment to the said Captain Hoppe
Said who Refused to pay the same which Alleged Your Orator Corres-
pondent to Return the said Bills to Your Orator and Your Orator
further Sheweth unto this Honble Court that on the first Day of
December in the Year of Our Lord One Thousand Seven hundred and
Seventy Three Cash Equal to Eight Dollars Current in China did
Consent of Our Dearly Loved Sovereign Lord King of the Honble East India
Company Ships on Account of the said Ready Money Said Thousand
of Forty three Pagodas and Fourteen Fanams for which Said Your
Orator has drawn the said Pangomiah Credited on the Annexed Account
Current and Your Orator further Sheweth unto this Honble Court that

Account of a Bill of Exchange
Drawn by Mungo Jackson Esqr. on
Alexr. Duncan dated 13th. Dollars
Dollars for 10 Pagodas ..... 250 . .
Int. on D.o from 25th. August
to the 25. October 1773. is 3. 2 } 63. 14. .
Cent. p.r Annum .....

Pagodas ... 313. 14. .

Fort St. George Oct.r 25th. 1773
Errors Excepted p.r
W.m Jurine
Actg. Accomp.t

By Cash paid Dan.l Port. for Bill of Exchange
Dated 6 Dollrs. 15th. Dollrs. 10 Pagt. .. 43. 14. .
By Interest on D.o from the 1st. December 1772
to the 25th. October 1773. is 10. Mon.s 24 Days
3 p.r Cent p.r Annum 3. 8. 37
266. 32. 43
By Balance .....

Pagodas ... 313. 14. .

Exchange for 3/5ths Dollars — Madras 25th April 98

Twenty One Days after Sight of this my first of Exchange (Second of the same Tenor and Date not paid) Pay to Mr or his Order the Sum of Pounds and Seventy four Dollars for Value of Sum received as per Advice from of

To Ready Money Jacky
at Coromandel Coast

Madraspatnam

In the Year of our Lord

Present

George Savage Esquire Mayor
George Smith and John Reed
Aldermen

Between Cojah Petrus of London Merchant by his Attorney William Rumbey of Madras Merchant Complainant and

the Defendant to Answer to this Answer, but will fully and Absolutely Refuse to do This Court doth therefore Hereby Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and Sixty Six Pagodas Thirty three Fanams and Forty three Cashes of Pagodas 266. 33. 43 Together with all such Interest as now is or shall hereafter become Due thereon until full Payment is made to the said Cojah Petrus

By Court

Dated the 25th Feby 1796

In the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Markarter Mudliar of Madras Merchant by his Attorney William Rumbey Merchant of Madras aforesaid, Inhabitant, that Cojah Petrus Embiah late of Madras aforesaid, Inhabitant, Stands Indebted unto Your Orator in the full and Just Sum of Seven Hundred and Twenty Nine Pagodas Thirty three Fanams and Sixty Cashes Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Seventy One Pounds Eighteen Shillings and Six Pence or thereabouts

Received

270)

Barbara Allegretty made Oath in due form of Law that the Contents of the Petition of Alexander Scott Esquire Attorney for the Complainant in the Bill of Complaint in this Cause are true to the best of her Knowledge and Belief and that the Defendant Peter Lamarque is not Concerned in Interest in the Premises Sworn before me this 2d August 1772

Barbara Allegretty

Alexander Scott Esquire Attorney for the Complainant in the Bill of Complaint in this Cause Undertakes that the Complainant shall Prosecute the Bill of Complaint in this Cause with Effect and Pay such Costs as the Court shall Order the Complainant to Pay in case the Court shall hereafter Order the Bill to be Dismissed with Costs

Alexander Scott

Peter Lamarque of Savannah in the Province of Georgia Merchant the Defendant in this Cause Acknowledges to have Received a Copy of the Bill of Complaint in this Cause and Appears thereto

Peter Lamarque

Sworn in Court 2d August 1772

Before me

Patrick Graham

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2d August 1772

I Peter Lamarque do hereby Acknowledge to have Received and Received from Mackenzie Moodie the full and just Sum of Six Hundred and Forty three Pounds Current Money of Madras which Sum I Promise to pay over before the Thirtieth day of January the Year One Thousand Seven Hundred and Seventy three with Interest thereon at the Rate of Nine p Cent p Annum until full payment is made — Witness Alexander Scott Esquire Attorney and Barbara Allegretty Spinster

Signed Peter Lamarque

Witness

Patrick Graham

A True Translate to be taken from the Original in the Malabar Language Consistory Court

Interpreter

Daniel Shaw

Attorney for the Complainant

Peter Lamarque

1772 August 2 To the Amount of Three Bonds or Writing Obligation in the Malabar Language of this Date and Payable the 30th day of July 1773 — 643

To Interest on Ditto from the 2d day of August 1772 to the 2d day of February 1776 at 6 per Cent p Annum — 86

Errors excepted

To all People to whom these Presents shall come Know ye
that I Machawdon Montaliade of Madras Inhabitant in the
Province of Malabar in the Mallabar Language Merchant
Send Greeting Whereas in the Year of our Lord One Thousand Seven Hundred
and Seventy Eight I the said Machawdon Montaliade stood
Justly Indebted unto Mackanlon Montaliade of the
aforesaid Merchant in the Sum of Five Hundred and Forty Pagodas
(current Money of Madras and Pagodas are to be understood
as Gold in the Year One Thousand Seven Hundred and Eighty
with Interest thereon at the Rate of Three per Cent per Annum
until the same should be fully paid and discharged for
which Debt I the said Machawdon Montaliade did Execute
my Obligatory Bond or Writing Obligatory bearing Date
the Twenty Second Day of January in the Year of Our Lord
One Thousand Seven Hundred and Seventy Eight whereby
I the said Machawdon Montaliade became Bound unto the
said Mackanlon Montaliade in the Penal Sum of Five Hundred
Pagodas of Gold to be paid to the said Mackanlon Montaliade
his Executors Administrators or Assigns as in and by the
said Obligatory Bond or Writing Obligatory and the Condition
thereof (relation being thereunto had) may more fully and at large
appear Now Know Ye that I the said Machawdon Montaliade
for the better Securing the Payment of the said Sum of Five Hundred
Pagodas of Gold with Interest thereon as aforesaid unto the said
Mackanlon Montaliade his Executors Administrators and Assigns
according to the Condition of the said Obligatory Bond or Writing
Obligatory and for and in Consideration of the Sum of Seven Hundred
Pagodas of Gold to me in hand paid by William Rowley
of Madras Inhabitant the Receipt whereof I the said Machawdon
Montaliade do hereby Acknowledge I the said Machawdon
Montaliade have Assigned and set over and by these Presents
Assign and set over unto the said William Rowley
said Recited Bond or Writing Obligatory and the Money
due and owing and all my Right and Interest of and in
and thereto Machawdon Montaliade for the Consideration
Hath made Constituted and Appointed and by these
Make Constitute and Appoint the said William Rowley

Moriarty his Executors Administrators and Assigns to Ask Require
Demand and Receive of and from the said Palygrandi Soubiahdhee
Hiers Executors and Administrators the Money due and owing on
the said Bond and on non payment thereof the said William Rowley
Moriarty his Hiers Executors and Administrators to sue for and recover
the same and on payment thereof to Release and Acquit the said
Bond and Give sufficient Releases and Discharges therefore and one
or more Attorney or Attorneys under him to Constitute and substitute
the said William Rowley Moriarty or his Attorney or Attorneys shall
Lawfully do in the premises the said Machawdon Montaliade doth
Covenant with the said William Rowley Moriarty that he the said
Machawdon Montaliade hath not Received nor will Receive the
said Money due on the said Bond or any part thereof neither
shall or will Release or Discharge the same or any part thereof
but will Defend and Save him all Lawful Proceedings for Recovery
thereof the said William Rowley Moriarty saving the said
Machawdon Montaliade harmless of for from any Costs that may
happen thereby In Witness whereof the said Machawdon Montaliade
hath hereunto set his Hand and Seal this Twenty Second Day of January in the Year of Our Lord One Thousand Seven
Hundred and Seventy Four — Machawdon Montaliade [L.S.]

Signed Sealed and Delivered
in the Presence of
Joseph D'Rozario

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Mayor's Court at Madraspatnam } Tuesday the 3d Day of } Anno Domini

Present

Mr. Thomas Pomney Senior Mayor

George Baker and James Todd

Aldermen

Benjamin

by his Attorney

Merchant

Inhabitant

Defendant

Appearing by the Record

that the Defendant hath been bound unto the Mayor

Answer the Complainants Bill but wilfully and

Contempt to this Court hath thereof forfeited

Demand and doth accordingly Order and Decree that he

shall pay unto the Complainant the full and just Sum of

Hundred and Twenty Nine Pagodas Three Fanams

and Sixty Cash Rec.d 129. 33. 60. Principal

Interest as moves or shall become due and Decreed

Mayor Read

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Filed the 2. May 1774

To the Honble the Mayor &

Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble

Court Your Orator Thomas Pomare Servant Chitty by his Attorney

Isaac Watkins of Madras Inhabitant that Madanumbadu Chinna

Valla Rangiah of the same Place Merchant Stands Indebted unto

Your Orator in the full and just sum of One Hundred and Twenty

One Pagodas Current Money of Madras Making in Sterling Money

One Pagoda of Great Britain at the Rate of eight Shillings for every Pagoda

the Sum of Sixty Eight Pounds and eight Shillings as Appeareth

Owning upon a Bond or Obligation under his Hand and Seal unto Your

Orator by the said Madanumbadu Chinna Valla Rangiah Payable

on Demand Dated the Twentieth day of December in the present

Year of Our Lord One thousand Seven Hundred and Seventy four

which is now ready to be produced for the Inspection of this Honble Court

and Prays the same may be Admitted as part of this Your Bill of

Complaint And humbly as Your Orator further sheweth unto this

Honble Court that he hath frequently and Demanded Payment

Manner Required Payment of the aforesaid sum of One hundred

and Twenty One Pagodas from the said Madanumbadu Chinna

Valla Rangiah

But now so it is May it please this Honble

Court the said Madanumbadu Chinna Valla Rangiah Contemning

and wilfully Refuse to pay the same to Your Orator any

Sabina Cija Maul aforesaid aforesaid and embarrassed did not
and particularly remember whether the Accounts between
and her said Brother in what Manner they were carried down
Saith not to this Interrogatory

Mall Planner
Examined

Master Ordered
Madras Gratis

Belmen Solicitor
for the Cl. of Mordecai Gabriel Vanderstraaten
Royal Merchant by his Attorney
Worth of Madras Merchant
and Anne Margaret Raphael of
Defendant

On the Part of the Defendant

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

Cija Rebeca Thomas of Madras Merchant Wife
being Produced as a Witness on this Cause on the Part of the
was on the 20th Day of October 1755 Sworn in Court before
Bromley who is Attorney for the Complainant by Consent
Servant who also first Sworn well & truly to
of the said Deponent and afterwards saw the same Deponent
and Examined Deposeth as follows

To the first Interrogatory this Deponent saith that she
knows the Complainant Sabina Cija Maul

Deponent does also know & knew Stevens Savage and Raphael the Defendant
in this Cause and that she hath or knows her fourteen Years or
thereabouts And more to this Interrogatory

To the Sixth Interrogatory this Deponent saith that about
at times and about Nine Months ago she had Conversations with the
Cija Mazar Cija Maul relative to some Money mentioned in the will
of the Deceased Jannes Cija Maul in favor of the Complainant and
of the Deceased Executors and about the Accounts and matters
between the Complainant and Defendant in this Cause that the said
Cija Mazar Cija Maul on those Occasions always declared to this
Deponent that he knew all the Accounts and Concerns of the Deca
sed Johannes Cija Maul and if it was Enquired of him or said Mazar
that the Sum mentioned in the Will of the said Deceased in favor
of the Complainant was on Account of some Embarrassments in
the Accounts between him and the said Complainant And more
to this to this Interrogatory

To the last Interrogatory this Deponent saith that Sabina Cija Maul
said Will and Accounts of the Deceased and saw that the Accounts
were much Embarrassed and is of Opinion that the said Sum mentioned
and in the said Will in favor of the Complainant was on Account of the
said Embarrassments that this Deponent having asked the said Cija
Mazar Cija Maul how the Arbitrators could settle those Accounts
as they had done seeing the said Accounts were wrong the said Mazar
Cija Maul told this Deponent that two of the said Arbitrators who are
dead and one that is at Goa were of the same Opinion with this Depon
ent concerning the Error and Embarrassments of the said Accounts
But that the Defendant ought not to have paid a Legacy that there

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Said Madanumbadu Chinna Vellu Rangaiah may appear before this Court this present Day and prosecute his Complaint against the said Defendant touching the Premises and Matters herein before set forth and allegd or else the said Complaint will be dismissed and he the said Defendant acquitted and discharged of and from the same and Execution awarded against the said Complainant for his costs and charges by him in this behalf expended and the said Defendant to be then and there at liberty to depart without day

Mr. Hall The Sheriff of the Town and County of Madras do cause the said Madanumbadu Chinna Vellu Rangaiah to be summoned and the Sheriff of Fort Saint George Company of Mustaphas and his Deputy personally to be and appear before this Court on Tuesday the Eighth day of December next then and there to answer the Premises and further to be dealt with according to Law and Justice and have you then there this Writ

Witness Thomas Hall Esqr Mayor of the said Court this 30th day of April 1774

M. Hall
Mayors Seal

This Bill was this day read in Court in the Presence of the Defendant and the Complainant having made Oath to the justness of the Demand that he hath Reason to believe the Defendant will depart from the Jurisdiction of this Court on hearing that a Bill was filed against him It is Ordered that a Writ of Capias Issue against the Defendant returnable

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the full and just Sum of One Hundred and Twenty One Pagodas Current Money of Madras Pagodas and Demand with Interest at the Rate of eight per Cent per Annum Drawn and Signed

Witnesses
Sona Sheena Vachalu
Vadagoo Ragaviah Chitty

Madanumbadu Chinna Vellu Rangiah

A true Translation as near as can be from the Gentoo language by Commapah Sworn Interpreter

W. Dillon
Attorney for the Complt

To all People To whom these Presents shall come Greeting Whereas Madanumbadu Chinna Vellu Rangaiah of Madras Merchant is bound by Bond or Obligation bearing date the Twenty sixth day of December in the present Year of Our Lord One Thousand Seven hundred and Seventy four become bound to Sonna Sheena Vachalu Chitty of the same place Merchant in the full and just Sum of One Hundred and Twenty One Pagodas Current Money of Madras to be paid on Demand with Interest at eight per Cent per Annum as by the said Bond and Condition thereof may Appear Now Know ye that the said Sonna Sheena Vachalu Chitty for and in Consideration of the said Sum of One Hundred and Twenty one Pagodas Current Money of Madras to him in hand paid by Isaac Watkins of Madras

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Said Recited Bond or Obligation and the Monies thereby
Covenanted & Agreed to be paid and to the same
Said Thomas Swann Esquire Attorney General of the Province
Made Constituted and Appointed and by these presents doth
Constitute and Appoint the said Isaac Watkins his Executors
Administrators his true and Lawfull Attorney and Attorneys
to sue for them and in his Name and on his Account but for the sole and
his Executors and Administrators but for the sole and
and Benefit of the said Isaac Watkins his Executors and
Ass and Assigns to ask Require Demand and receive
Mademoiselle Thomas Walter Rangely his Executors
and Administrators the Money due on the said Bond and
thereof to the said Isaac Watkins his Executors and
Sue for and recover the same and on payment thereof
with the said Bond Due Sufficient Release and
for and in my Name Attorney or Attorneys under him
and whatsoever he the said Isaac Watkins his Attorney
shall Lawfully do in the Premises the said Thomas
Gilly Doth hereby Allow and Confirm And the
Said Isaac Swann Gilly Doth Covenant with the said
that he the said Thomas Swann Gilly
Receive or will Receive the said Money thereby
any part thereof neither shall or will Release or Discharge
or any part thereof but will Answer and allow for all
for Receiving thereof by the said Isaac Watkins
Thomas Swann Gilly for all Acts done by

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In the Year of Our Lord One Thousand Seven Hundred and
Seventy four
Between the Parties of

Mayors Court
Baltimore County

{ Tuesday the 10th Day of May
{ Anno Domini 1774

Present

The Worshipful Thomas Thomas Senior Alderman
James Rodgers — George Baker and
Andrew Hamilton — Aldermen —

Between Thomas Swann
Esquire Citty by his Attorney Isaac
Watkins of Baltimore Inhabitant
Complainant and Mademoiselle
Ann Walter Rangely of the same
Place Merchant Defendant

The Defendant having Come and Acknowledging
the Justness of the Complainants Demand This Court doth
therefore think fit to Order and Decree and doth Accordingly Order
and Decree that the Defendant shall Pay unto the Complainant
the full and Just Sum of One Hundred and Twenty Ounces

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Feb 25th 1774

To the Honble the Mayor
Court at Madrapatam

Humble Complainant Edward
Court Your Orator Thomas Barnard of Madrapatam
Surgeon of Said Town Inhabitant stands Indebted
on the full and Just Sum of Seventy three Pagodas
Seventy Cash Current Money of Madrapatam
Great Britain at the rate of Eight Shillings
Sum of Fourteen Pounds Seven Shillings and
Demand for the Surgeons of this Honble Court
Most humbly refer and prays the same may be
this Your Orator Bill of Complaint and Your Orator
unto this Honble Court that the Said Defendt
Manner required Payment from the said Defendt
Sum of Seventy three Pagodas Value thereof
Defendant
Said Surgeon Wilful and Obstinate refuseth
to Give Your Orator any manner of Satisfaction
Your Orator therefore prays that the said Defendt
Court shall Appear Personally to Upon Oath
And Whereas the said Surgeon May pretend
of all Just Just and proper Answer make to
Matters and Things herein Charged
with all such Costs as now is or shall thereafter become due and Owing
about all Costs of this Suit

May it Please this Honble Court to Cause the said
Defendt to be Summoned and Appeared by the Sheriff of Fort St George
Town of Madrapatam and thereby strictly Injoyned personally to be and
Appear before this Honble Court at a certain time and place to be by
this Honble Court prefixed and Appointed there and then to Answer
this Your Orator Bill of Complaint and further to stand to and
Abide by such Order and Decree therein as to this Honble Court shall
Seem Meet

Gideon Firth
Attorney for the Complainant

Edward Barnard
Thomas Barnard

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Mayors Court at Madraspatnam } Tuesday 5th Aug.t Anno Domini

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Present

George Savage Esqure Mayor
George Smith — James Taylor
and George Baker — Aldermen

Between

[illegible]

The Defendant being Call'd

Appears the Sentence of the Complainants Bill
with thereupon thereof for the Order and Decree
Order and Decree that the Defendant shall pay
agreement the full and just Sum of Two hundred
Pagodas and Twenty Cash Current Money
all such Interest as may become due thereon
the full Payment as made also all Costs

Dismissed

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To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Appolly Sahor of Madras Merchant that Pambatee
Pedaya of the same Place Merchant stands justly and truly indebted
unto Your Orator in the full and just Sum of Two hundred and Sixty
Two Pagodas and Twenty One Fanams Current Money of Madras
Making in Sterling Money of Great Britain after the rate of Eight
Shillings for every Pagoda the Sum of One Hundred and Five Pounds
Eleven Shillings Sterling as appears by a Translate of a Promissory
Note of Hand hereunto Annexed for the more particularly
which Your Orator prays may be Admitted as part of this Your Orators
Bill of Complaint and Whereas Your Orator hath frequently and
in a friendly manner Required the payment from the said Pambatee
Pedaya of the said Sum of Two hundred and Sixty two Pagodas and
Twenty One Fanams

But now so it is and May it please this Honble
Court the said Pambatee Pedaya Obstinately and wilfully refuses to
pay the same to Your Orator any manner of Satisfaction touching
the Premises Your Orator therefore craves Leave to Exhibit against
this Honble Court shall Appear Agreeable to Equity and Your Consciences
To the End therefore that the said Pambatee Pedaya may upon this
General Oath fully, true, direct and perfect Answer make to all and
Singular the Matters and things herein before set forth and alledged
as fully to all Circumstances as though the same were

all such Interest as aforesaid shall become due and
all Costs of this Suit

And it is Ordered Decreed and Adjudged by the Court that the Complainant Thomas Sandelands Esquire Attorney at Law of Port Louis George Township Mahogany Island do Forthwith do and appear before the Worshipful the Court of Vice Admiralty and Plead to the Complainants Bill and Stand and abide by such Order and Decree as the Worshipful the Court shall Award

Chas Pemble

I the undersigned Thomas Sandelands Esquire Attorney at Law do hereby Solemnly Declare that the Sum of Five hundred and Sixty two Dollars and Fifty Cents is justly due and owing to my Client Thomas Mc Mahon Esquire Master of the Ship Hibernia from Thomas Mc Auley Esquire Owner of the Ship Hibernia for Freight and Interest at the Rate of Eight per Cent per Annum from the 24th May 1775

Sworn before me
Thomas Sayer
Register Vice Admiralty
Island of Bombay

Thomas Sandelands

Mayors Court at Madras Patnam } Tuesday the 31st January Anno Domini 1775

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Present

George Savage Esquire Mayor
George Smith — James Rodges
and George Baker — Aldermen

Between Agar Mallet Master Mariner of the Ship Merchant Complainant and Sandelands Esquire Attorney at Law and Proctor for the said Master and Defendant

The Defendant having Come into Court and Shewn Cause why the Sentence of the Complainant Demand Not Court should not be confirmed Ordered Adjudged and Decreed that the Defendant shall Pay unto the Complainant or his Attorney the Sum of Two Hundred and Sixty Two Rupees and Eight Annas Current Money of Madras Twenty one Fanams Pagodas 262 21 Together with all such Interest as now is or shall become due thereon Until the full Payment is made and all Costs of this Suit

By Court

Filed the 15th June 1774

To the Honble the Master
Court at Madras

Humbly Complaining Sheweth
unto Your Honble Court Your Orator Samuel Southack of Portland Mariner
Thomas Mawdesley Late of the Island of Sumatra Merchant
Lord One thousand Seven Hundred and Seventy Three Bind
Thomas Mawdesley Executor and the Survivor of the
Seeger and this Court of Common Pleas Bound the
Britton after the date of Eight Hundred Pounds for Securing
Seven hundred and Twenty Pounds for Securing
with Interest to the said Thomas Mawdesley
Working Obligatory bearing date the said first day
Thousand Seven hundred and Seventy by which
himself to be bound and that himself the
Administrators unto Your Orator on the Same
Current Pagodas with Condition to be Void upon
Eight Hundred Current Pagodas with Interest
Against the Will of Our Lord One thousand Seven
Seventy Days as to be and more as in full appears
Lord Bond or working Obligatory under the hands
Thomas Mawdesley bearing date as aforesaid and
this Honble Court as by the same

And Your Orator further Sheweth that the said Thomas Mawdesley
without making or leaving any Will or Disposition of his Estate and
Effects and Your Orator further Sheweth that John Peter Barbaro of
Manelapatam Merchant on the Seventeenth day of March in the Year of
Our Lord One thousand Seven hundred and Seventy two as the Attorney of
John Mawdesley of Fort Marlborough on the Coast of Sumatra Merchant
and Brother to the said Thomas Mawdesley Deceased, did obtain out of
this Honble Court Letters of Administration to the Estate and Effects of
the said Deceased and Whereas Your Orator hath frequently and
in a most Amicable manner Applied to the said John Peter Barbaro
the Attorney to the said Administrator John Mawdesley for Payment
But now so it is and may it please this Honble
Court the said John Peter Barbaro Obstinately and wilfully refuse
to give Your Orator any Manner of Satisfaction touching the Premises
although Your Orator Charges that the said John Peter Barbaro as the
Attorney of the said John Mawdesley hath Possessed himself of the moveable
Effects Monies due &c belonging to the Estate of the said Deceased
Thomas Mawdesley and being so in Possession thereof Your Orator
Charges that the said John Peter Barbaro Ought in Justice and
Equity to pay off Your Orator Demand on the Estate of the said
Deceased Thomas Mawdesley Your Orator further prays may be Decreed
in this Honble Court shall Appear Agreeable to Equity
and Good Conscience John Peter Barbaro may Answer
Corporal Oath to and Answer all Interrogatories
Make to all and Singular the Matters and things hereinbefore set forth

Filed this 5th April 1774

The Answer of Isaac Peter Baillou of Mafs Lyon Merchant Late Attorney to Isaac Mendes of Late Marlborough on the East of Jamaica Merchant Administrator of the Estate and Effects of Thomas Mendes Dorrell late Lieutenant in the Service of the Honble English East India Company Defendant to the Bill of Complaint of Samuel Southack of Saint George Merchant Complainant

This Defendant Now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the many manifold Errors Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is Material for him to make Answer unto this Defendant answereth and saith that he has been informed and doth verily believe that the Complainant did at the time in the said Bill of Complaint mentioned lend and advance unto the said Thomas Mendes Dorrell the Sum of Eight Hundred and Pounds and that the said Thomas Mendes Dorrell did in the said Bill mentioned Give his Bond or Obligation for the Payment thereof with Interest for the same but this Defendant further answering saith he does not believe the said Thomas Mendes Dorrell ever paid the said Principal Money and Interest or any part thereof before any part of the said Bond was paid or Discharged This Defendant further saith that he believes the said Thomas Mendes Dorrell without making or leaving any will or Disposition of his Estate and Effects in Jamaica died Intestate and this Defendant did by Decree of the said Court of Chancery in Jamaica and as Attorney to the said Isaac Mendes Obtain Letters of Administration to the Estate and Effects of the said Thomas Mendes Dorrell But this Defendant doth not believe that the said Thomas Mendes Dorrell

Sworn before the Court
13th January 1775

Mr Baillou acknowledged
before the Court of Exchequer
Lieutenant

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Mayor's Court at Madraspatnam

Tuesday 26th Dec. Anno Domini 1676

Present

1-1

George Savage Esqr. Mayor

George Smith — James Adlee

George Baker — Aldermen

Defendant

Mr. [illegible] coming into Court and Exhibiting a Petition against the Defendant Mr. [illegible] Executor of the Estate of Thomas Marden deceased and Exhibiting that the Estate of the said Thomas Marden was Indebted unto the Complainant in the Sum of [illegible] for which the Complainant had obtained a Decree of this Court and that the Defendant refused to pay the same Wherefore the Complainant prayed that the Defendant might be Ordered to pay the same out of the Estate of the said Thomas Marden and the Defendant appearing and the Complainant Exhibiting a Petition against the Defendant Mr. [illegible] Executor of the Estate of Thomas Marden deceased and Exhibiting that the Estate of the said Thomas Marden was Indebted unto the Complainant in the Sum of [illegible] for which the Complainant had obtained a Decree of this Court and that the Defendant refused to pay the same Wherefore the Complainant prayed that the Defendant might be Ordered to pay the same out of the Estate of the said Thomas Marden and the Defendant appearing and the Complainant Exhibiting a Petition against the Defendant

Filed the 29th December 1675

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To the Honble the Mayor's Court at Madraspatnam

Humble Complaining Sheweth unto this Honble Court Your Orator James Peat of Portland Gent. that Whereas Your Orator Some Time in the Year of Our Lord One Thousand Six Hundred and Seventy & Seven was at the Port of Fort St. George and there Contracted with Thomas Marden late of Madraspatnam Deceased for a Parcell of Rice to be Shipped on board the Ship Hopewell Burthen about Three Hundred Tons then Riding in the Road before the Fort and bound for Bengall and Hugly and there to Trade for Goods and Merchandizes and from thence to Return to Fort St. George and there to Deliver the Rice Shipped on board the said Ship unto the said Thomas Marden or his Assigns he paying for the same after the Rate of Eight Pagodas per Candy Bengall Measure and Whereas the said Thomas Marden departed this Life before the Ship Returned to Fort St. George and Whereas the said Thomas Marden departed this Life about Three Months

George Towns of Madraspatnam and the Districts thereof personally to be
and Appear before this Honble Court Personed and Appointed them and there
to stand to and abide by such Order and Decree therein as to this Honble Court
shall Seem Meet

Chas Brandon
Attorney for the Complainant

24th December 1773

This Bill being shewn to me Sitting
at the Board of Government Let it Summons
issue

George Savage
Mayor

Served 15th April 1774

The Answer of John Peter Purbeck
of Madraspatnam Merchant late Attorney
to John Meredith Scott Heatherington
the Court of Examiner Merchant & Administra-
tor of the Goods and Effects of Thomas Mare
Dan Deceased late Lieutenant in Bodamier
of the Honble English East India Company
Defendant to the Bill of Complaint of
James Reid of Fort Saint George Merchant
Complainant

This Defendant now and at all times hereafter saving and
reserving unto himself all and all manner of benefit and Advantage of Exception
to the many uncertainties Errors Insufficiencies and Imperfections
in the said Bill of Complaint contained for Answer thereunto or unto so
much thereof as he is Advised & the Matters aforesaid Concern to make
Answer unto he this Defendant Answereth and Saith that he doth verily

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...mand Bill, That Defendants Answer Or Hearing the Pleadings
Made Use of by the Attorneys and due Consideration had thereon M
Appearing to this Court from the Proceedings that the Estate of
Thomas Marsden Deceased is Justly and truly Indebted unto the
Complainant in the Sum Sued for This Court doth therefore think
fit to Order and Decreed Doth Accordingly Order and Decree that
the Defendant shall pay unto the Complainant Out of the Estate
and Effects of Thomas Marsden Deceased the full and just Sum of
One Hundred and Ninety Pagodas Pagodas 190 — Together
with Allowance Interest as usual as the Attorneys for Complainant
Until full Payment is made Also all Costs of this Suit

By Court

Fort St. George the 30th May 1774

To the Honble the Mayor's
Court at Madraspatnam

Humble Complainant Sheweth unto this
Honble Court Henry Barker Gideon Pitts of Madras Inhabitant Chief
Serjeant Mallowny and Mohammad Sirdar all Servants of Madras
Merchants stand Indebted to Henry Barker in the Sum and Just
Sum of Three Hundred and Eighty four Pagodas Current Money of
Madras Making in Sterling Money of Great Britain at the rate
of Eight Shillings for every Pagoda the Sum of One Hundred and Fifty
four Pounds Arising upon their Bond or Writing Obligatory which
Bond or Writing Obligatory the Defendants are ready to Depend unto this

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Amount of this Bond of the Debt	2775	3	By Balance Due	2818	23
Interest thereon from 1st July to the 31st Augt 1783 at 6 P Cent P Annum	33	20			
Pounds	2823	23	Pounds	2823	23

Fort Saint George 1st September 1783

Errors Excepted

Reynold Adams

(305)

Mayors Court Madraspatnam } Tuesday the 5th Day of June Anno Domini

Present

Mr. Thomas Pomfret Senior Mayor

James Hodges — Andrew Russell

Aldermen

Benjamin Robinson

Appearing to the Board that the Summons issued out of this Court against the Defendant Mr. Thomas Pomfret Senior for the Sum of Pagodas Two Thousand Two Hundred and Fifty Two Pagodas Twenty Fanams and Eight Cash Contained in the Bill of Complaint Exhibited against him by Mr. Thomas Pomfret Junior was duly Served upon the Defendant Personally Ten Days before the Return thereof as by the Bailiffs Return thereto Appears and the Defendant not Appearing to put in his Answer to the said Bill of Complaint Nor Plead Demur or Otherwise Defend himself from the Same as by the Rules and Orders of this Court he ought to have done It is therefore Ordered and Decreed that the Defendant shall pay unto the Complainant the full and just Sum of Two Thousand Eight Hundred and Eighty Pagodas and Twenty Three Fanams Current Money of Madras with all such Interest as he shall become liable to pay for the same by the Rules and Orders of this Court and that the Complainant have his Costs of Suit in this behalf Expended to be taxed by the Master of this Court

Madraspatnam 26th August 1774

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Jugganoo Vencatachellum of Madras Inhabitant by this Name Writer Attorney at Law and Solicitor unto this Honble Court That Whereas Thomas Pomfret Senior Merchant late of Madras Merchant stands Indebted unto Your Orator in the Sum of Two Thousand Two Hundred and Fifty Pagodas Twenty Fanams and Eight Cash in the full and Just Sum of Three Thousand Pagodas Ten Fanams and Sixteen Cash Current Money of Madras Making no Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty Pounds and Seven Shillings as Three Bonds or Writing Obligatory duly Executed and at large Appears by a Schedule of a Bond or Writing Obligatory and Account and an Assignment thereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Annexed as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment of the said Sum of Three Thousand Two Hundred and Twenty Pagodas Twenty Fanams and Fifteen Cash Thirty Pagodas Ten Fanams and Sixteen Cash

But now so it is Most True this Honble Court the said Thomas Pomfret Senior Contriving craftily and Unjustly to Defraud your Orator of the said Sum of Three Thousand Two Hundred and Twenty Pagodas Twenty Fanams and Fifteen Cash Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a Genral Rule of this Honble Court that the said Thomas Pomfret Senior may Appear Answerable to Equity and Good Conscience To the End therefore that the said Thomas Pomfret Senior may upon his Corporal Oath Full True Direct and Perfect Answer make to all and Singular the Premises as fully and Amply as if the same were Here Repeated and Interrogated Particularly and Specially and more Especially that he the said Thomas Pomfret Senior may Answer and Declare whether he the said Thomas Pomfret Senior is not Indebted unto your Orator in the Sum of Three Thousand Two Hundred and Twenty Pagodas Twenty Fanams and Fifteen Cash Thirty Pagodas Ten Fanams and Sixteen Cash Current Money of Madras Making no Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty Pounds and Seven Shillings as Three Bonds or Writing Obligatory duly Executed and at large Appears by a Schedule of a Bond or Writing Obligatory and Account and an Assignment thereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Annexed as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment of the said Sum of Three Thousand Two Hundred and Twenty Pagodas Twenty Fanams and Fifteen Cash Thirty Pagodas Ten Fanams and Sixteen Cash

But now so it is Most True this Honble Court the said Thomas Pomfret Senior Contriving craftily and Unjustly to Defraud your Orator of the said Sum of Three Thousand Two Hundred and Twenty Pagodas Twenty Fanams and Fifteen Cash Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a Genral Rule of this Honble Court that the said Thomas Pomfret Senior may Appear Answerable to Equity and Good Conscience To the End therefore that the said Thomas Pomfret Senior may upon his Corporal Oath Full True Direct and Perfect Answer make to all and Singular the Premises as fully and Amply as if the same were Here Repeated and Interrogated Particularly and Specially and more Especially that he the said Thomas Pomfret Senior may Answer and Declare whether he the said Thomas Pomfret Senior is not Indebted unto your Orator in the Sum of Three Thousand Two Hundred and Twenty Pagodas Twenty Fanams and Fifteen Cash Thirty Pagodas Ten Fanams and Sixteen Cash Current Money of Madras Making no Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty Pounds and Seven Shillings as Three Bonds or Writing Obligatory duly Executed and at large Appears by a Schedule of a Bond or Writing Obligatory and Account and an Assignment thereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Annexed as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment of the said Sum of Three Thousand Two Hundred and Twenty Pagodas Twenty Fanams and Fifteen Cash Thirty Pagodas Ten Fanams and Sixteen Cash

Account of Stores Cedrus Bandar Muskat } 24 - - 1774 July 20 By Ballance Purchase Day ..... 33. 10. 15.
Long of that Date .....
Two Bills Jamm 16th May 76 & one this
Jamm Aug.to the 20th February 77 for
10 C.d 2 Qrs Cord 2 Barrows .....
Pagodas ... 33. 10. 15

Pagodas 33. 10. 15.

Fort St. George the 20th July 1774
Errors Excepted
D.C

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Know all Men by these Presents that We

[illegible] of the County of [illegible] in the State of [illegible]

are held and firmly bound unto the Governor of the State of [illegible]

in the Sum of [illegible] Dollars to be paid to the said Governor or his Successors in Office

for the Use of the County of [illegible] for the payment whereof well and truly to be made

We bind ourselves our Heirs Executors and Administrators jointly severally and firmly by these

Presents Sealed with our Seals and dated this [illegible] Day of [illegible] in the Year of our Lord

One Thousand Seven Hundred and Eighty four

The Condition of the above Obligation is such that whereas the above bounden

[illegible] hath been duly appointed Constable for the Township of [illegible]

in the County aforesaid for the Term of one Year from the Date hereof

Now if the said [illegible] shall well and truly execute and perform the Office of Constable

for the Township aforesaid for the Term aforesaid and shall duly account for all Fines Penalties

and Forfeitures which he shall receive by Virtue of his Office and pay the same to the Persons

entitled thereto as the Law directs then the above Obligation to be void and of none Effect

or else to remain in full Force and Virtue

Sealed and Delivered
in the Presence of

[illegible]

the Money Due and to become Due on the said Godfrey Bunder Writing Obligatory and on Compliance thereof to discharge the Office Constable and Administration to be void and Power thereof cease and on Payment thereof to Deliver up and Cancel the said Godfrey Bunder Writing Obligatory and give sufficient Release and Discharge thereof and Our or any Attorney or Attorneys under him to Constitute and appoint and whatsoever the said John Young or his Attorney or Attorneys under him shall Lawfully do in the Premises the said Sequassee Venustachellum doth hereby allow and Affirm, And the said Sequassee Venustachellum doth Covenant with the said John Young that he the said Sequassee Venustachellum hath not Received nor will Receive the said Money due to become due on the said Bond or Writing Obligatory or any part thereof but will Release and Allow of all Lawfull Proceedings for the Recovery thereof the said John Young Saving the said Sequassee Venustachellum harmless and Indemnified from and against any Costs that may happen to him thereby In Witness whereof the said Sequassee Venustachellum hath hereunto set his Hand and Seal this Twenty fifth Day of February in the Year of Our Lord One Thousand Seven Hundred and Seventy four

Signed Sealed and Delivered
in the Presence of
[illegible]
[illegible]
[illegible]

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Mayor Court Madraspatnam } { Tuesday 26th June Common

1:1

Present

George Savage Esqr. Mayor

Thomas Towne — Jam. Talbot

John Irving — Aldermen

Edward [illegible]

Mem.d Peter [illegible]

Allow [illegible]

Richard [illegible]

Jonathan [illegible]

Richard [illegible]

Upon reading the Record of the

Defendant [illegible] and the Plaintiff

and [illegible] Attorney

Court doth Order that the Defendant shall pay

Costs and Damages [illegible]

the 1st and 2nd Terms [illegible]

Costs Rec.d 33.11.15 Pardon [illegible]

1:1

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Court Mad.a 27th Aug.t 1772

To the Worshipful the Mayor's

Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipful

Court Your Orator Tom Hall Clerk of Mylapore Merchant that Thomas Moss

Carthy late Inhabitant there at Fort St George in the Service of the United

Company of Merchants of England Trading to the East Indies Deceased was

in his Life time and at the time of his — unto Justly Indebted unto Your Orator

and the Estate of the said Moss Carthy in the Sum of Two Hundred Pagodas

the full and Just Sum of Three hundred and Fourteen Fanams Lawful Money

of Fort St George Making in Sterling Money of Great Britain the Sum

of Eight Shillings for every Pagoda the Sum of One hundred and Sixty Six

Pounds and Fourteen Shillings Sterling as the said Moss Carthys Note

of Hand or Writing Obligatory to Your Orator bearing Date the Fourth Day of

January which was in the Year of Our Lord One thousand Seven hundred and

Seventy One a Copy of which Note or Writing Obligatory hereunto —

Annexed for the Inspection of this Worshipful Court and the Original is Ready to

be produced when required And Your Orator further Shewing unto this —

Worshipful Court that Edward Balance of Madras Carpenter having Applyed

to this Worshipful Court for Letters of Administration to the Estate and Effects of

the said Moss Carthy this Worshipful Court were Pleased to Grant him the —

said Letters Which was in the Year of Our

Lord One thousand Seven hundred and Seventy Two the Eleventh Day of February

Seventy one and that the said Moss Carthy died Intestate Whereof the

said Edward Balance has Possessed himself of all and Singular the

Goods Chattels and Credits of or belonging to the Estate of the said Moss

Carthy late Inhabitant there at Fort St George aforesaid deceased

and Your Orator has Applyed to the said Edward Balance for Payment of the

said Sum of Two hundred Pagodas Three hundred and Fourteen Fanams

Lawful Money of Fort St George Making in Sterling Money of Great Britain

the Sum of One hundred and Sixty Six Pounds and Fourteen Shillings

Sterling as aforesaid Due to Your Orator and the Estate of the said Moss

Carthy deceased as aforesaid but the said Edward Balance has not Paid

the same or any part thereof to Your Orator but Refuses so to do

Wherefore Your Orator Prays that the said Edward Balance may be

Summoned to Appear before this Worshipful Court to Answer the Premises

and that he may be Ordered to Pay unto Your Orator the said Sum of

Two hundred Pagodas Three hundred and Fourteen Fanams Lawful Money

of Fort St George Making in Sterling Money of Great Britain the Sum

of One hundred and Sixty Six Pounds and Fourteen Shillings Sterling

with Interest and Costs of Suit and Your Orator shall ever Pray &c.

Tom Hall

Costs and said Demand and Your Orator further shows unto
Your Worships that he hath frequently and amicably
Requested payment from the said Edward Rylance of the
hundred and fourteen Pounds and fifteen Shillings
But now so it is Most True it is that the said
said Edward Rylance (Combining and Confederating
with the said Your Orator and Mary Corbyn
under Colour of some Pretended Purchase and Conveyance
thereof or of some Part thereof by the Defendant
(not to Your Orator Known) to the Defendant
Thomas Corbyn) Pretends to Claim the Premises
and the said Thomas Corbyn Pretends to Claim
Estate and Interest in the Premises by Virtue
of the said Mortgage and Assignment thereof
Especially the said Indenture and Assignment
Pretended and particularly Instructed and
Mary Corbyn and Thomas Whitehead Mary
the Defendant and at the time of the Demise
and Whether the Estate of the said Mary Corbyn
with Your Orator in the aforementioned
other Assignment or some other and what
Nature of Administration of the Estate and Effects
Corbyn was and Granted to the said Edward Rylance
or how Assigned and whether the said Edward Rylance
Effects himself fully and Charged the Estate
Edward Rylance and Whether the said
Demise Assigned

or and that he may be Decreed what is become of the Money and Stock
or become of the rest of the said Mary Corbyn's Estate Effects property and
who the said Edward Rylance hath and Remains possessed himself of
the same And Whether the said Edward Rylance hath not Refused
and doth not Refuse to pay Your Orator said Just Demand and why he
so Refuses and that the said Edward Rylance as Administrator as
aforesaid may be Decreed to pay unto Your Orator the aforesaid Sum
of Two hundred and Fourteen Pounds with Interest for the same
or that he may shew Reason to the Contrary and that Your Orator
may have such further Relief in the Premises as the Nature of this
Case shall require and as to Your Worships shall seem Meet

May it please Your Worships that Writs of Subpoena may Issue
Edward Rylance to be Summoned and Required by the Sheriff of Saint
Saint George Esquire of Madrageatown and the Defendants thereof
personally to be and Appear before Your Worships at Your Worships
Court of Record to be holden Here at Saint George on the Second
Tuesday in the Month of January next then and there to
Answer the Premises and further to Stand to and Abide by such Order and Decree
and further to Do in the Premises as to Your Worships shall seem Meet

Sworn before me in Open Court this 2nd day of January 1771
Mr Corbyn
John Sykes
Attorney for the Complainant

John Sykes
Attorney for the Complainant

Dated the 2nd Sept 1713
Same term Court 2nd September 1713

The Answer of Richard Ward of Modena Esqr and Richard Ward of Modena Esqr and Richard Ward of Modena Esqr Executors of the Last Will and Testament of Moore Cowley late of Modena Deceased to the Bill of Complaint of Thomas Sellers Complainant

The Defendant answering to the Complainants Bill of Complaint saith that he doth not know that the said Moore Cowley was the Testator in the Complainants Bill named or that he made the Will in the Complainants Bill mentioned or that he is dead or that the Defendant is Executor of his Will or that the Complainant is Residuary Legatee of the said Testator or that the said Testator died possessed of any Estate Real or Personal or that the Complainant hath Exhibited his Bill in this Court against the Defendant as in the Complainants Bill is alledged all which matters and things this Defendant doth not know and therefore leaves the Complainant to make such proof thereof as he shall be advised and as this Honble Court shall think fit and further answering this Defendant saith that he doth not know that the said Moore Cowley was the Testator in the Complainants Bill named or that he made the Will in the Complainants Bill mentioned or that he is dead or that the Defendant is Executor of his Will or that the Complainant is Residuary Legatee of the said Testator or that the said Testator died possessed of any Estate Real or Personal or that the Complainant hath Exhibited his Bill in this Court against the Defendant as in the Complainants Bill is alledged all which matters and things this Defendant doth not know and therefore leaves the Complainant to make such proof thereof as he shall be advised and as this Honble Court shall think fit and further answering this Defendant saith that he doth not know that the said Moore Cowley was the Testator in the Complainants Bill named or that he made the Will in the Complainants Bill mentioned or that he is dead or that the Defendant is Executor of his Will or that the Complainant is Residuary Legatee of the said Testator or that the said Testator died possessed of any Estate Real or Personal or that the Complainant hath Exhibited his Bill in this Court against the Defendant as in the Complainants Bill is alledged all which matters and things this Defendant doth not know and therefore leaves the Complainant to make such proof thereof as he shall be advised and as this Honble Court shall think fit and further answering this Defendant saith that he doth not know that the said Moore Cowley was the Testator in the Complainants Bill named or that he made the Will in the Complainants Bill mentioned or that he is dead or that the Defendant is Executor of his Will or that the Complainant is Residuary Legatee of the said Testator or that the said Testator died possessed of any Estate Real or Personal or that the Complainant hath Exhibited his Bill in this Court against the Defendant as in the Complainants Bill is alledged all which matters and things this Defendant doth not know and therefore leaves the Complainant to make such proof thereof as he shall be advised and as this Honble Court shall think fit and further answering this Defendant saith that he doth not know that the said Moore Cowley was the Testator in the Complainants Bill named or that he made the Will in the Complainants Bill mentioned or that he is dead or that the Defendant is Executor of his Will or that the Complainant is Residuary Legatee of the said Testator or that the said Testator died possessed of any Estate Real or Personal or that the Complainant hath Exhibited his Bill in this Court against the Defendant as in the Complainants Bill is alledged all which matters and things this Defendant doth not know and therefore leaves the Complainant to make such proof thereof as he shall be advised and as this Honble Court shall think fit

Thomas Sellers Deceased for the Sum of Seven Hundred Pagodas Twenty One Fanams and Seventy Cash bearing date the Seventh day of March in the Year One Thousand Seven hundred and Seventy and made Payable the Third Moore Cowley in the Months of May or May following which Bond was Mortgaged by this Defendant to the said Moore Cowley for the Sum of Three Pagodas Current Money of Madras and this Defendant further saith that having had an Information some time after the Death of the said Thomas Sellers that Edward Rose Long had in his hands and Possession a Paper Writing Purporting to be the last Will of the said Thomas Sellers for this Defendant did thereupon Apply to this Honble Court for a Citation to Warn the said Edward Rose Long and the said Paper Writing and the Consequence thereof the said Rose Long did Produce and Expound the same into this Honble Court and the Hand Writing of the said Thomas Sellers being duly proved this Honble Court were Pleased to Cite the Executors in the said Will named to Appear and take out Probate thereof, but they not Appearing this Honble Court were further pleased to Grant about the Sixth day of April in this present Year One Thousand Seven Hundred and Seventy Seven Grant this Defendant Letters of Administration of all and Singular the Goods, Chattels and Credits of the said Thomas Sellers with the said Will Annexed as Creditor to Master Thomas this Defendant Charles Romer to Miss. Williams Talbot and Thomas Parkinson the Sum of Six Hundred Pagodas Current Money of Madras as part of Sixty Nine Hundred Pagodas Current Money of Madras as part of Sixty Nine Hundred Pagodas due to the said Thomas Sellers and this Defendant saith that these Creditors informed and do verily believe that the said Thomas Sellers died Greatly indebted that he hath Bonds Bills Outstanding to a Considerable Amount and that the Money he hath Received or Assigned or Incumbered the Mortgage Bond and Letters of Administration Granted this Defendant to the Estate of the

and things therein contained are true Certain and sufficient in the law to be
answered unto in such Manner and form as the same are therein and thereby
answered unto and that the said Answer of the said Defendant is in every
Respect full and sufficient and that the said Answer of the said Defendant
Thomas Sellers and Assignment And for further Reply to the said Answer
this Replicant saith that Defendant Thomas Sellers in the said Answer
Mentioned being Indebted to the said Moses Cheeley and Bound as Security for the
said Defendant having as Administrator to the Estate
of the said Thomas Sellers, received the Sum of Six hundred Pounds and upwards
of the said Thomas Sellers, ought the Same ought to be Applyed in
Discharge of the said Bond from the said Thomas Sellers to the said Moses
Discharge of the said Bond from the said Thomas Sellers to the said Moses
Cheeley, And as there will be sufficient to Discharge this Replicants said
Cheeley, And as there will be sufficient to Discharge this Replicants said
Just Demand after the payment of the same to the said Defendant for which the
Just Demand after the payment of the same to the said Defendant for which the
said Bond from the said Thomas Sellers to the said Moses Cheeley
said Bond from the said Thomas Sellers to the said Moses Cheeley
was Assigned the same Ought to be Applyed in Discharge of this Replicants
was Assigned the same Ought to be Applyed in Discharge of this Replicants
Just Demand, And this Replicant hopes this Honble Court will be pleased
Just Demand, And this Replicant hopes this Honble Court will be pleased
to Decree the said Defendant to pay this Replicant so much as shall be
to Decree the said Defendant to pay this Replicant so much as shall be
found Due to this Replicant on the Balance of the said Account and that
found Due to this Replicant on the Balance of the said Account and that
the said Defendant may be Decreed to pay this Replicant his Costs in this
the said Defendant may be Decreed to pay this Replicant his Costs in this
behalf Expended And this Replicant as in Duty bound will ever pray &c.
behalf Expended And this Replicant as in Duty bound will ever pray &c.

Daniel Dorsey
Daniel Dorsey
Solr for Replt

Sept 1st 1772 Sur Rejoinder
Sept 1st 1772 Sur Rejoinder
Rule Entered to Rejoin
Rule Entered to Rejoin
Rejoinder Filed
Rejoinder Filed

Commenced this Action against the said Defendant as Administrator to the
Estate of the said Thomas Chorley but Acknowledges Himself owing Demands
having also to have an Action against the Defendant by Bond, Penal Bond
Executed to the Estate of the said Thomas Sellers who the Defendant Alleges
still Alive, And Generally in Debt and Demands Believes that the Assets
Already Received by him will be sufficient to pay the Creditors
Already Proved by them will Sincerely but Sufficient to pay the Creditors
part of the aforementioned Demands and the Defendant further saith
that the Sum of One Hundred Pounds Received by the Defendant as
of the Estate of the said Thomas Sellers ought not by Law to be Applied and
Discharge of the said Bond from the said Thomas Sellers to the said Thomas
Chorley because the said Bond of the said Thomas Sellers of a Prior
Date and to a Considerable Amount which are Equally Entitled to a Share
Assets to Discharge the Demands of the Creditors of the said Thomas Sellers
Defendant as Administrator to the Estate of the said Thomas Sellers
Demands and as the Law Allows to the Defendant as Administrator to
the Estate of the said Thomas Sellers to Discover and Account Concerning
this Honble Court is not to Elapse that the Action commenced by the said
Complainant against the Defendant as Executor and the
Defendant most Humbly Conceives that this Honble Court cannot Decree
Law to pay the said Complainants Demand on the Estate of the said
Thomas Chorley unless the Law and as Well Proved any Lawful Claims of
Money as Administrator to the said Thomas Chorley

All Which Matters this Defendant is Ready to Aver and Prove
as this Honble Court shall Direct and therefore Prays as before in this
Behalf Answer to the whole Bill Prays

Daniel Sharp

Attorney for the Defendant

(321)

Damages the full and just Sum of Nine Hundred and Seventeen Pagodas
Pagodas 917 — Therefore with all such further or more Damages
hereafter become Due thereon Until Full Payment or Tender of the
Costs of this Suit — &c &c &c

To the Honble the Mayor &
Court of Madraspatnam

Humble Complaining Sheweth unto this
Honble Court Your Orator Padroe Pillay of Madras Merchant That
Your Orator Lent and Delivered the Sum of One Hundred
Pounds Sterling to Your Orator on the full and just Sum of One Hundred
and Twenty Seven Pagodas Three Fanams and Twenty Three Cash Current
Money of Madras Making on Sterling Money of Great Britain
aforesaid the Rate of Eight Shillings for every Pagoda the Sum of Fifty Pounds
Eighteen Shillings and Seven Pence as hereafter as will more fully and at
Large Appear by an Account Current hereunto Annexed for this Purpose
Your Orator Humbly Craves Leave to Refer to and
Prays the same may be Admitted as part of this Your Orators Bill of
Complaint, and Your Orator further Shews unto this Honble Court that
he hath frequently and in an Amicable Manner Required payment from
the said Defendant and Several Times of the said Sum of One Hundred and
Twenty Seven Pagodas Three Fanams and Twenty Three Cash
But now so it is May it please this Honble Court the said
Defendant Wholly and Obstinately refuses to pay the
Pagodas and Pagoda with Fanams and Cash
Manner of the Premises

Mayor's Court at Madraspatnam

Tuesday 21st Day June Anno Domini

Present

George Savage Esqre Mayor

Reynold Adam } George Taylor
James Todd } George Lodwick
John Benton } George Pigott

Aldermen

Belmen

Peter Perkins Esqre
Joseph Walker Esqre
Joseph Thompson Esqre
Defendant

(1)

Appearance to the Writ of Subpœna

Defendant here in Court with his Attorney and Counsel Pleads not guilty to the Bill of Complaint and Submits himself to the Order and Decree of this Court for the full and final Issue of this Cause

(2)

Bill of Complaint

To the Worshipful the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipful Court Your Orator Peter Perkins of Madras Merchant that by Virtue of a Bond or Obligation under the Hands and Seals of Thomas Hall and Thomas Hall Merchants of the Town of Madras and Inhabitants of the Black Town of Madraspatnam bearing Date the 15th Day of March 1774 they the said Thomas Hall and Thomas Hall are become bound unto Your Orator in the Penal Sum of Two Hundred Pagodas to be paid to Your Orator or his Certain Attorney Executors Administrators or Assigns on Demand with Interest for the same after the Rate of Twelve per Cent per Annum as by the said Bond or Obligation Reference being thereunto had may more fully and at large appear And Your Orator further Complaining Sheweth unto this Worshipful Court that the said Thomas Hall and Thomas Hall have not paid the said Sum of Two Hundred Pagodas or any Part thereof to Your Orator although Your Orator hath often Demanded the same of them but they have hitherto refused and still refuse to pay the same to Your Orator Wherefore Your Orator prays the Aid of this Worshipful Court to Order the said Thomas Hall and Thomas Hall to pay to Your Orator the said Sum of Two Hundred Pagodas with Interest for the same after the Rate of Twelve per Cent per Annum from the Date of the said Bond or Obligation to the Time of Payment thereof and Your Orator further prays that the said Thomas Hall and Thomas Hall may be Ordered to pay to Your Orator the Costs of this Suit and Your Orator as in Duty bound will ever pray

(3)

Subpœna

To the Worshipful the Mayor Court at Madraspatnam

Whereas Peter Perkins of Madras Merchant hath exhibited his Bill of Complaint unto this Worshipful Court against Thomas Hall and Thomas Hall Merchants of the Town of Madras and Inhabitants of the Black Town of Madraspatnam Defendants Commanding them and every of them by Virtue of their Oaths and Allegiance to Your Sovereign Lord the King and upon the Pains and Penalties therein mentioned personally to be and appear before this Worshipful Court on Tuesday the 21st Day of June Instant to answer the Premises and to abide such further Order as this Worshipful Court shall think fit to make in the Premises Hereof fail not at your Peril Dated this 15th Day of June 1774

By Order of the Court

Thomas Parker
Clerk

(4)

Bond

Know all Men by these Presents that We Thomas Hall and Thomas Hall Merchants of the Town of Madras and Inhabitants of the Black Town of Madraspatnam are held and firmly bound unto Peter Perkins of Madras Merchant in the Penal Sum of Two Hundred Pagodas to be paid to the said Peter Perkins or his Certain Attorney Executors Administrators or Assigns on Demand with Interest for the same after the Rate of Twelve per Cent per Annum for the Payment whereof We bind ourselves our Heirs Executors and Administrators jointly and severally firmly by these Presents Sealed with our Seals Dated this 15th Day of March 1774

The Condition of this Obligation is such that if We the said Thomas Hall and Thomas Hall our Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the said Peter Perkins his Executors Administrators or Assigns the full and just Sum of Two Hundred Pagodas with Interest for the same after the Rate of Twelve per Cent per Annum from the Date hereof to the Time of Payment thereof without Fraud or Delay then this Obligation to be void and of none Effect or else to remain in full Force and Virtue

Thomas Hall
Thomas Hall

Sealed and Delivered in the Presence of us

Thomas Parker
Clerk

(5)

Writ of Subpœna

To the Worshipful the Mayor Court at Madraspatnam

Whereas Peter Perkins of Madras Merchant hath exhibited his Bill of Complaint unto this Worshipful Court against Thomas Hall and Thomas Hall Merchants of the Town of Madras and Inhabitants of the Black Town of Madraspatnam Defendants Commanding them and every of them by Virtue of their Oaths and Allegiance to Your Sovereign Lord the King and upon the Pains and Penalties therein mentioned personally to be and appear before this Worshipful Court on Tuesday the 21st Day of June Instant to answer the Premises and to abide such further Order as this Worshipful Court shall think fit to make in the Premises Hereof fail not at your Peril Dated this 15th Day of June 1774

By Order of the Court

Thomas Parker
Clerk

(6)

Bond

Know all Men by these Presents that We Thomas Hall and Thomas Hall Merchants of the Town of Madras and Inhabitants of the Black Town of Madraspatnam are held and firmly bound unto Peter Perkins of Madras Merchant in the Penal Sum of Two Hundred Pagodas to be paid to the said Peter Perkins or his Certain Attorney Executors Administrators or Assigns on Demand with Interest for the same after the Rate of Twelve per Cent per Annum for the Payment whereof We bind ourselves our Heirs Executors and Administrators jointly and severally firmly by these Presents Sealed with our Seals Dated this 15th Day of March 1774

The Condition of this Obligation is such that if We the said Thomas Hall and Thomas Hall our Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the said Peter Perkins his Executors Administrators or Assigns the full and just Sum of Two Hundred Pagodas with Interest for the same after the Rate of Twelve per Cent per Annum from the Date hereof to the Time of Payment thereof without Fraud or Delay then this Obligation to be void and of none Effect or else to remain in full Force and Virtue

Thomas Hall
Thomas Hall

Sealed and Delivered in the Presence of us

Thomas Parker
Clerk

Anno Domini 1774

To the Worshipful the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipful Court Your Orator Peter Perkins of Madras Merchant that by Virtue of a Bond or Obligation under the Hands and Seals of Thomas Hall and Thomas Hall Merchants of the Town of Madras and Inhabitants of the Black Town of Madraspatnam bearing Date the 15th Day of March 1774 they the said Thomas Hall and Thomas Hall are become bound unto Your Orator in the Penal Sum of Two Hundred Pagodas to be paid to Your Orator or his Certain Attorney Executors Administrators or Assigns on Demand with Interest for the same after the Rate of Twelve per Cent per Annum as by the said Bond or Obligation Reference being thereunto had may more fully and at large appear And Your Orator further Complaining Sheweth unto this Worshipful Court that the said Thomas Hall and Thomas Hall have not paid the said Sum of Two Hundred Pagodas or any Part thereof to Your Orator although Your Orator hath often Demanded the same of them but they have hitherto refused and still refuse to pay the same to Your Orator Wherefore Your Orator prays the Aid of this Worshipful Court to Order the said Thomas Hall and Thomas Hall to pay to Your Orator the said Sum of Two Hundred Pagodas with Interest for the same after the Rate of Twelve per Cent per Annum from the Date of the said Bond or Obligation to the Time of Payment thereof and Your Orator further prays that the said Thomas Hall and Thomas Hall may be Ordered to pay to Your Orator the Costs of this Suit and Your Orator as in Duty bound will ever pray

Peter Perkins

Sworn before me this 21st Day of June 1774

Thomas Parker
Clerk

(7)

Answer

Defendant Thomas Hall in his own Person and Thomas Hall his Partner in Trade and Business Answer and Say that they do not deny the Bond or Obligation in the Bill of Complaint mentioned but they say that they have paid the Debt and Interest thereof to the Plaintiff and that the Plaintiff hath full Satisfaction for the same and that the Defendants ought not to be charged with the same any Longer and that the Defendants shall prove the same at the Hearing of this Cause

Thomas Hall
Thomas Hall

Sworn before me this 21st Day of June 1774

Thomas Parker
Clerk

(8)

Order

Upon Reading the Bill of Complaint and Answer of Thomas Hall and Thomas Hall Merchants of the Town of Madras and Inhabitants of the Black Town of Madraspatnam Defendants and upon hearing the Parties Counsel thereupon and upon Examination of the Matters in Question in this Cause It is Ordered that the said Thomas Hall and Thomas Hall do pay unto Peter Perkins of Madras Merchant Plaintiff the Sum of Two Hundred Pagodas with Interest for the same after the Rate of Twelve per Cent per Annum from the Date of the Bond or Obligation in the Bill of Complaint mentioned to the Time of Payment thereof and also the Costs of this Suit

By Order of the Court

Thomas Parker
Clerk

Translation of Petition Continued

by Petitioners Witnesses Continued

— Mark of Cornelius Sydnd Vere Stillwell

Stillwell

A true Translation by Day Mark Court Interpreter

Chas. Brownlow Attorney for the Complt.

Mayors Court Kadra pidonam } Tuesday the 23 Day of June Anno Dominie 1774

Present George Savage Esquire Mayor Thomas Tonner George Smith and George Moubray Aldermen

Between Henry Rutgers of Madras Merchant Complainant and Stillwell and Cornelius and Stillwell and Cornelius of the same Place Merchants Defendants

The Defendant Stillwell being three several Court and

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Complainant's Exhibit

Jones vs Reynolds 226

Madras 25th June 1774

Humble Complaint

Humbly Complaining Sheweth unto Your Honble Court Your Honble Court's Most Dutiful Subject Samuel Mallory of Madras Merchant that he is indebted unto the Complainant in the Sum of Two Thousand Two Hundred and Forty Pagodas Current of Madras for Money Lent Paid Laid out and Expended by the Complainant for the use of the said Samuel Mallory at his Request and for Money had and received by the said Samuel Mallory to the use of the Complainant as by Bill of Particulars thereof Signed by the said Samuel Mallory and Exhibited in Court for the Inspection of this Honble Court may more fully appear which said Sum of Two Thousand Two Hundred and Forty Pagodas the said Samuel Mallory refuses to pay to the Complainant although often thereunto Requested Your Complainant therefore Prays that the said Samuel Mallory may be Compelled by Process of this Honble Court to Answer the Premises and to Pay the said Sum of Two Thousand Two Hundred and Forty Pagodas to the Complainant with Interest and Costs of Suit and that the Complainant may have such other Relief in the Premises as to this Honble Court shall seem meet

Jas. Brown

Attorney for the Complainant

23d June 1774

Filed in Court

Copy delivered to the Defendant

Copy

Mayor

16[8] (329)

May upon this Corporal Oath full true and perfect Answer make to all and singular the Matters and things herein before set forth and Charged as fully Clearly and Effectually to all Intents and purposes as if the same were herein again Repeated and particularly Interrogated and that Answer be Deemed taken and to Your Orator shall and will allow of such Costs Charges and Expences as he shall be put unto by reason of this Suit

Samuel Mallory

Sworn in Court this 25th day of June 1774

Before me

Coote

Mayor

Known All Men by these Presents that I Samuel Mallory of Madras am held and firmly bound unto Mr John Jones of Madras Merchant in the penal Sum of One Thousand Two hundred and forty Pagodas Current of Madras to the Payment whereof well and truly to be made to the said John Jones his Exrs. Executors Administrators or assigns I do hereby bind myself my Exrs. Executors Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal this One Thousand Seven Hundred and Seventy four

Sealed and Delivered in the Presence of us

Coote Mayor

Known All Men by these Presents that I Samuel Mallory of Madras am held and firmly bound unto Mr John Jones of Madras Merchant in the penal Sum of One Thousand Two hundred and forty Pagodas Current of Madras to the Payment whereof well and truly to be made to the said John Jones his Exrs. Executors Administrators or assigns I do hereby bind myself my Exrs. Executors Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal this One Thousand Seven Hundred and Seventy four

One Pagoda and Seventy one Fanams or Shillings by the Defendant as aforesaid stood Indebted to him the said Gregorie Miguel and Account of the said Alexander De Lanchas and the said Undertaking given by this Defendant to the said Gregorie Miguel as aforesaid the Premises to be first paid the said Gregorie Miguel Insisting on that being Included in the said Undertaking at this same time the Complainant Claimed his proportion both which this Defendant Could not do without paying the Complainants said Demand out of his own Effects as his Own proper Debt for the first part the Third Defendant is not able to do and in the second place the Conveyance thereby no means Obliged to do the said Contract as well as Leases of the said Undertakings being only to pay such the Monies Received on Account of the said Farms and Bonds this Defendant is already at Considerable Loss for by the said Farms Mortgages did Considerably Indebted to this Defendant and has not Assets to discharge it this Defendant doth therefore submit the said Matters and things to the Judgment of this Honble Court being ready and willing to discharge of the said Sum of One Hundred and Eighty one Pagodas and Seventy one Fanams this Honble Court may be pleased to direct

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 dismissed with his reasonable Costs and

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[illegible] Madras 16th Sept.
1778

(Signed) Abraham Paul

[illegible] Copy of the Answer taken from the Original with the

John Hall

Attorney for Defendt

333

Fd. the 4th Oct. 1778.

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The Replication of Cojee Mucurtoomo Mirzam of Madras Merchant to the Answer of Abraham Jun Satur of the same place Merchant

The said Replicant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Untruths 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 to be true certain and sufficient in the Law to be answered unto in such manner and form as the same are therein and thereby set forth and alledged and that the said Answer is very uncertain Evasive and insufficient in the Law and for further Replication the said Replicant says that the Defendant stands Justly and truly indebted unto him in the Amount of three Hundred and Fifty Star Pagodas or so much thereof as he the said Defendant has received on Account of Jewels Against the person Mentioned in the said Replicants Bill of Complaint pursuant to the Tenor of the promissary Note thereto annexed for the inspection of this Honble Court but the said Replicant saith that as the Defendant has admitted to have received the Sum of One Hundred and Eighty nine Pagodas Twenty one Fanams on Account of the said Jewels Against arising as a Depreciation and

Cow Pegodas and Twenty one Fanams as Ordered by this Defendant as aforesaid which he hath paid to him the said Gregorio Miguel and Account of the said Alexander DeLanthe as in the said Undertaking given by this Defendant to the said Gregorio Miguel as aforesaid is Mentioned to be first paid the said Gregorio Miguel Existing on that being Inserted in the said Undertaking as the same in the Complainant Claim to his proportion both of which this Defendant Could not do without paying the Complainants said Demand out of his own which as his Own proper property no ways belongs to this Defendant is not also to be Construed hereby in any manner Obliged to do this Defendant as well as Lawful Sums of the said Mundal things being only to pay what he might Receive on Account of the said Lawful Sums and Bonds this Defendant is Ready as Considerable Sufferings by the said Lawful Merchants he did Remainedly Indebted to this Defendant and hereunto Applied to discharge out this Defendant doth therefore submit the said Matters and things to the Judgment of this Honble Court being ready and willing to dispose of the said Sum of One hundred and Eighty one Pagodas and Twenty one Fanams this Honble Court may think Reasonable and Just

All which Matters and things this Defendant is Ready and willing to Aver maintain and prove as this Honble Court shall direct and humbly pray to be Dismissed with this Honorable Court and

Disposed of by any other person whatsoever but that he conceived was a just and allowed debt
due to the Principal and the Defendant the Attorney did
not be convinced of the loyalty of the said Applicant and
by which the said Sum was not to be expected
to the Defendant to take off the said Applicant
manner set forth in the Defendants
Complaint whereas there is no priority of Sum
of these demands therefore was such as to
would not have consented to any such proposal
Defendant has made any particular Agreement
Attorney Gregorio Miguel as he has alleged in
same being sold before the said Deed of the
must abide by the consequence of such act
Defendant had no right nor ought he to
no Creditor before another of the said Sums
it at his peril that as with Submission to the
he the Defendant was at the time he gave the
notice of this being sufficient effect to discharge
which might have been the case for any thing
known to the contrary and it is to be supposed that

Does not admit of to be in the Manner and Sums as set forth in the
Defendants Answer to the said Applicants Bill of Complaint and if it is
so, the said Applicants says that he Cannot Admit that the payment so
to be made to the said Monsr. Delaroche by the said Defendant was
according to the Order and directions of the said Sums and if
he did, that he must have left some particular Effects in the Hands
of the said Defendant to have answered the purpose as an indemnifi-
cation in case of any deficiency arising from the Sequestration afore-
mentioned out of the Prize Court and therefore the Defendant
setting forth in his Answer as a plea to Bar the said Applicant from
his just right, that the said Gregorio Miguel as the Attorney of the
said Monsr. De Laroche in acting in the whole of what has been
received by the said Defendant agreeable to the Tenor of the Defendants
undertaking Cannot nor ought not to be admitted of and Whether
the Defendant pays it out of his own pocket or pays what he has
received on Account of the said Sums Amit is not material to the
Applicant because any Agreement entered into with Mr. Gregorio
Miguel as the Attorney of Monsr. Delaroche under any Covenants
Clauses or Conditions in the Nature set and Deed of the parties
themselves and do in no ways concern the said Applicant for the said
Applicant saith, that the Setting forth the particulars of such an
Agreement must imply exclusive Deed with and intent to
deprive the Applicant of his property who Sums was desirous of

Had it in his power to have with D Assistance of the said Lords
Ready for said to himself the payment of the debt without
waiting for any Contingency in Reply to that part of the Answer
the Defendant says that he could not pay the Complt Debt
without paying it out of his own pocket which he was not
said Complt says that he certainly ought to do as he knows he
Defendant has agreed himself full relief on Equity by allowing
on account when Monsr De Laroche of his absolute and he
saying that he Entered into the Agreement as stated
from the representation to discover the Intrigue of the
and the said Complt, as nothing to the purpose for
of the said Defendant before and at the time of
undertakings, to thank very reasonably of what he
which the said Complt says he must have
not have perfected one Contract before
not be by an Instruction or directions of the
say, the said Complt prays that the said
to produce those Instructions or directions of the
to Letters to such agreements perfected
such that he was at liberty to know whether
to make good more than what he

Defendants promissory Notes in the same manner as given to the said
Complt, because it was a Collusive act and means to deprive the said
Complt from getting Redress which was in his power so to do whilst
the said Jacques Arriet was here at Madras, whose person was let go
unmolested, upon a supposition that the said Defendant was the
Security for the payment of the Complts Debt, so far as the money
he might recover from out of this Honble Court would go not im-
agining that the said Monsr De Laroche was a Creditor upon the
Same said Conditions as set forth by the Defendant in his Answer,
which is only the case as the said Complt thinks, he would not
have [illegible] of the said Jacques Arriet as he the said
Complt was the greatest Creditor and being as it was the Business
of the Defendant to have come to an Agreement with them jointly
and not Separately in the manner he has done, which if admitted of
will be to the great prejudice of the said Complt the said Complt
further saith that in order to shew the Collusive behaviour of the
Defendant, by the inconsistency of his Conduct, he the Complt
begs leave to refer this Honble Court to the respective dates of the
Meeting of the Complt and the Supposed Agreement made with
the said Gregorio Mogul on account of Monsr De Laroche whereby
it will appear that the Agreement made with the said Gregorio
Mogul was subsequent to the promise made by the said Defendt
to the said Complt and if any preference is to be given, the same
ought to be given to the said Complt as he honestly [illegible]

Mons.r De Lande for the reasons which the said Defendant has already given, and the said Replicant lastly saith that he does not admit of the Sum of one Hundred and Eighty one Pagodas and Seventy One Fanams being the whole of what the said Defendant received on the part of the said Simon Aviole Share of the proceeds of Shack Bushans Share of the Ship Dudley, because the said Replicant expressly charges that the Sheriff of the Town of Madraspatnam by order of this Honble Court did pay unto the Defendant or his Attorney the Sum of One Thousand and Eighty Eight Pagodas Fourteen Fanams and Seventy Cash in the Cause Carried on in the Name of Stephen Gregorie and Simon Cayes that allowing the said Stephen Gregorie his proportion, being the sum of Five hundred and forty four Pagodas Seven Fanams and Thirty five Cash there will remain in the Hands of the Defendt the Remainder to discharge the Expences in Carrying on the Law Suit and in paying of the said Replicants demand, what those Expences on the said Replicant Cannot set forth, but prays this Honble Court that the said Defendant may be obliged to give in his Account thereof for the inspection of this said Replicant, as the said Replicant hath frequently demanded the same, without obtaining any Manner of Satisfaction —

All which Matter and things the Replicant is Ready to Aver Maintain and prove as this

Filed the 18th Nov 1772

The Answer of the Defendant

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Exception to the many untruths Errors Insufficiencies and Imperfections in the said Complainants said Bill of Complaint contained for Answer thereunto or unto so much and such parts thereof as this Defendant is advised is Material for him to make answer unto answereth and saith that he this Defendant doth not know that the said Complainant was at the time of the making of the said Indenture of Lease and Release in the said Complainants said Bill of Complaint mentioned or at any time since seized of the Messuage or Tenement Lands and premises in the said Indenture of Lease and Release mentioned to have been thereby granted and released unto him the said Complainant his Heirs and Assigns for the Residue of the said Term of Ninety nine years therein and thereby granted and to come and unexpired at the time of the making thereof or that the said Complainant was at the time of the making of the said Indenture of Lease and Release or at any time since possessed of the said Messuage or Tenement Lands and premises therein mentioned to have been thereby granted and released for the Residue of the said Term of Ninety nine years therein and thereby granted and to come and unexpired at the time of the making thereof as in and by the said Complainants said Bill of Complaint is alledged and this Defendant doth not believe the same to be true in any manner whatsoever but this Defendant saith that the said Complainant was at the time of the making of the said Indenture of Lease and Release and long before and ever since hath been and still is

against the Defendant to pay three eighth parts of the
so received on account of the said Lenore Heirs and
of which sums should therefore as this Defendant be
as he hopes will be required by this Honble Court
themselves and that this Defendant should not
Defendant did at times, for as this Defendant was
time be received of said Money as only Debtor
to the said Replicant and the said Gregorio Miguel
agreed Undertaking on this Defendant to be at liberty
Replicant Or the said Gregorio Miguel
Right and Title to the said Money the said Replicant
that this Defendant had no right nor ought to
have Performed one Condition to such Undertaking
being given to the said Gregorio Miguel or
Alexander Duckworth, As Defendant denies that
saith that he never meant to give any Security
said Lenore Heirs Undertaking all that he did
or could undertake by, as for who might be called by the
belonging to the said Lenore Heirs to Identify the
said Lenore Heirs might look steadily to Receive
& Pay it without which he could not by the said

The said Gregorio Miguel a performance, But that when both the said Undertakings
to the Replicant and the said Gregorio Miguel should be produced they would
Each receive a proportion of the money which this Defendant might receive
on account of the said Lenore Heirs, should therefore this Honble Court
be of Opinion that the said Replicant should receive a proportion of the
said Money received by this Defendant as aforesaid the aforegoing Words
having been Inserted in the said Undertaking to the said Gregorio Miguel
Will be of no Signification, and should it be considered otherwise this
Defendant humbly hopes this Honble Court will be of Opinion that he
this Defendant should not be Sufferer for having only done what he
was desired by way of Satisfying the said Condition as far as was or might
meaning of them this Defendant, of the said Lenore Heirs, Viz. Nor the said
Condition that this Defendant should be any Sufferer by the said Lenore
Conditions or giving the said Undertakings. The said Replicant says the
had then his Power to have Arrested the Person of the said Lenore Heirs
and thereby Procured to himself the Payment of his whole Demand without
Waiting for any Contingency. As Rejoinder thereto this Defendant saith
he admits the said Replicant had then his Power to have Arrested the
Person of the said Lenore Heirs as had the said Gregorio Miguel the same
Power, But this Defendant denies that they would thereby have Procured
Payment of their whole Demand, as it was not in the Power of the said
Lenore Heirs to have Paid their whole Demands, But they thought
proper to Waive that, and accept of the Undertakings Specified in their
respective Suits, which this Defendant was by no means entitled as

And the said Alexander DeLancke he finds they are both Dated the same Day that is the Nineteenth of September One Thousand Seven Hundred and Seventy One in the Dominican Language, which is the Sixteenth Day of September in English, which he this Defendant had got notice of before he found the said Copy, or that there is no Reference in point of time, should the Replicant not Admit this he prays that the said Undertaking to him the Replicant may be produced for the Inspection of this Honble Court and of this Defendant. How or in what sense the said Undertakings may by this Honble Court be considered this Defendant cannot take upon him to Determine, But begs leave to Observe that it would be a great hardship on him, Honble as he is to be Decreed to Pay moneys on Account of the said Undertakings than he has Received, Particularly as it was not the Intent or meaning Either of him this Defendant or of any of the said Parties concerned that he this Defendant should Pay any thing out of his own Pocket or property, or be any Sufferer by giving the said Undertakings, The Operation of the said Undertakings Either in favor of the Replicant, of the said Alexander DeLancke, or of them both Equally or Proportion of their respective Debts from the said Jansen that in his Case might by no means, as this Defendt. humbly, to assist him this Defendant, who can only be answerable for what he Received as aforesaid. This Defendant further in Answer to what the Replicants Solicitor by Instructions from the said Jansen Avers regarding the said Matter saith as he has before said that he gave both the said Undertakings to the said Replicant and the said Gregorio Miguel by desire of the said Jansen Avers, hoping that

Filed against the said Mark Anthony for the whole Amount of the Bond in which the said Answer doth not find any Relief

The Defendant further saith and humbly shews that he of the hundred and Eighty one Pagodas and Twenty Fanams was the whole of what to the Defendant owned on the said Answer doth find Part of the Estate of Mark Anthony does Hope Dudley Notwithstanding the Complaints alledged in the said Bill for the the Defendant received from the Sheriff of Madraspatnam by Order of the Court the sum of Two Hundred and Eighty eight Pagodas fourteen Fanams Debt in the Cause named in the Name of Stephen Popham against the said Mark Anthony for the which the said Answer doth find Part thereof belonged to Cook of the said Estate but Property were the Amount by the Defendant and the said Sheriff as aforesaid Levied after Paying the Debt and other Charges Amounting to the sum of one Hundred Twenty Pagodas, all the said Answer doth find to the said Sum of One Hundred and Eighty one Pagodas Twenty

Sum of One Hundred and Thirty eight Pagodas, the Remaining Sum of One Hundred and Eighty One Pagodas and Twenty One Fanams being the said Sum the said Answer doth charge as aforesaid, the Defendant further saith that he humbly hopes it will clearly appear to this Honble Court by what is herein before, and in the Defendants said Answer set forth that he the Defendant has only received the Sum of One Hundred and Eighty One Pagodas and Twenty One Fanams on account of the said Answer doth, and that he is not answerable for more And the Defendant Lastly saith that with regard to any other Matter or thing set forth and alledged in the said Replication to which this Defendant hath not Particularly Replied, the same is very Untrue and also insufficient for the Defendant to make any further or other Defendes thereunto

All which matters and things this Defendt is ready and willing to aver Maintain and Prove as this Honble Court shall Direct and most humbly Prays may and by his said Answer he may be dismissed with his reasonable Costs in this behalf sustained

Jno Sykes
Atty for the Defts

Filed the 15th December 1779.

The Answer of Muckerjeen Morgan of Madras Merchant to the Amended Bill of Complaint of Stephen Sulivan of the

Considerations herein Setforth will not think this Cause regularly to
pass by reason of some New Matter arising from the Defendants
Answer for which Reason the Said Complainant thinks proper to
Rejoin for which Reason the Said Complainant thinks proper to
Rejoin and accordingly doth Rejoin and Says that the Defendant
Gregorio and accordingly doth Rejoin and Says that the Defendant
was Stand justly and truly indebted to him in the Sum Said for
as much thereof as he has received on account of the said debt
mentioned in the several proceedings and that the Defendant
stating to make the payment thereof is a collusive transaction of
particularly Setforth in the Explanation of the said Complainant
that the Defendant meant and intended to deprive him of the
Answer as also prevented the intention of the said Gregorio that
Complainant whose real intentions were of paying the said Debt
as far as the said Gregorio Aviels Money would go that should be
recovered from the Effects of Blake Ruffin the person before
named in these proceedings And the said Complainant doth Say
that as far forth as it being the intention of the Defendant to pay
said Complainant that he never would come to any Account
with the said Complainant The said Complainant further says
cannot Conceive how the Defendant could be prevented by the
of Gregorio Miguel and the said Complainant from paying the
Estate of the said Gregorio Aviet as far as his Effects would go unless
Complainant would give up his pretentions to the said Effects of
Gregorio to the said Gregorio Miguel for and on account of the
Monsieur Delaroche which the said Complainant could not
as yet obtain as the said Monsieur Delaroche did not

Miguel in priority of payment which ought not nor cannot defeat the
Claim of the said Complainant because it is an Agreement entered into
with the said Gregorio Miguel without the Approbation of the said Gregorio
Aviet and therefore the Defendant Alledging that he was prevented from
paying the sum of One hundred and Eighty One Pistoles and twenty One
Gregorio which he pretends to be the Sum that he has received for the Use of
the said Gregorio Aviet is merely untrue as it was impossible that the said
Complainant should be Satisfied with so considerable a Sum when the
Defendant Decided of and from the Sheriff of the Town of Natchitoches
the sum of One thousand and Eighty Eight Pistoles further pretends and
Answers that he received the Complainant to prefer his Suit against
Gregorio Aviet which answered the Complainant to prefer his Suit against
the Defendant for his Debt or so much thereof as the said Defendant had
Gregorio Aviet which answered the Complainant to prefer his Suit against
Complainant to the Court of Right between the said Gregorio
Miguel be received and not to be Sprunty of Right between the said Gregorio
Miguel on account of the said Monsieur De Lerch and the said Gregorio
Miguel on account of the said Monsieur De Lerch and the said Gregorio
Miguel without the Approbation of the said Gregorio Aviet and thereby
Miguel without the Approbation of the said Gregorio Aviet and thereby
Defendant which the Defendant insinuates to this Honble Court and thereby
Defendant which the Defendant insinuates to this Honble Court and thereby
endeavouring to elude the payment of Costs although the Defendant was
endeavouring to elude the payment of Costs although the Defendant was
and is the real cause of the Charges and Expences the said Complainant
and is the real cause of the Charges and Expences the said Complainant
has and will be at in prosecuting and Maintaining his just pretensions
has and will be at in prosecuting and Maintaining his just pretensions
to the Monies of Gregorio Aviets in the Hands of the said Defendant for with
to the Monies of Gregorio Aviets in the Hands of the said Defendant for with
out such prevention the Complainant could get no Relief and therefore hopes
out such prevention the Complainant could get no Relief and therefore hopes
that this Honble Court will adjudge that the Defendant should pay
that this Honble Court will adjudge that the Defendant should pay
all Costs and Charges on account of his Duplicity which is totally
all Costs and Charges on account of his Duplicity which is totally
averse to Equity and Justice and the Laws of the said Gregorio Aviets instructions, the
averse to Equity and Justice and the Laws of the said Gregorio Aviets instructions, the
said Complainant further says that the present Matter now before
said Complainant further says that the present Matter now before
this Honble Court is not arising from any dispute between him and
this Honble Court is not arising from any dispute between him and
the said Gregorio Miguel on account of the said Monsieur Delaroche but
the said Gregorio Miguel on account of the said Monsieur Delaroche but

Complainant in bringing him to an account to the Defendant
knowing that the Sum of One hundred and Eighty Pagodas
twenty Six Fanams is a Sum that is due to the Defendant by
the said Complainant further says that the Defendant
what engagement the said Defendant entred into with the said
Miguel on settling his account on Sumbo which if answered
it was his Intrest to know as the Complainant was satisfied by
security given in the Defendant Cowle Fund being established for
purpose as an Indemnification to the Defendant who in order
thereof undertook and promised to pay unto the said Complainant
said Bill or account thereof as the said Defendant should come
Account of the said Sumbo Rent from what Expenditure he
Court. The said Complainant further says that the Defendant
made respecting the account he was owing to what the Defendant
has offered in his Answer but in order to show the Malice and
to Augment the Little Court of what he knows concerning the
Defendant engagements with the said Gregorio Miguel the
Complainant hopes leave to Affirth a Translate of the Extract
the instructions to the said Defendant and the Translate of the
Note given to the said Complainant by the said Defendant

Extract from the instructions of Sumbo Rent to
Fee Salvore under date the 15th September 1774

For any proportion of Money Sumbo gives the Gregorio
Miguel for 200 Pagodas Rent Sumbo Rent

Give a promissary Note a Translate from the Nominans is as follows

I the under written Do hereby Acknowledge that Mr Sumbo
Rent Esqr is indebted unto the sum of 350 Star Pagodas unto Mr
Miguel Esqr Morgan and as the said Sumbo Rents Money is in
Mercantile Morgan and as the said Sumbo Rents Money is in
the Mayors hand, whenever I shall receive it from the said Mayors
hand then I promise to pay the said Sum of 350 Star Pagodas unto
the said Mr Miguel Morgan Esqr Abraham Salvatore the said
Complainant further says that at the time honoured this said promissary
Note he never understood that any security of payment was made or
promised to be made or that any partiality was to take place but on the
contrary was given to understand both by the said Sumbo Rent and the
said Defendant that there was sufficient fund for the payment of the
Said three hundred and Eighty Pagodas upon the receiving of the said 200
Sumbo Rents Cash which the said Complainant was at sufficient
enough to discharge his Demand agreable to the instructions of the said
Sumbo Rent notwithstanding what the said Defendant alledges in his
having received no more than the Sum of One hundred and Eighty
One Pagodas and twenty One Fanams as the said Sumbo Rents proportion
of what was received the said Complainant denies that ever the said
Sumbo Rent gave the Defendant instructions to make a Conditionary
Note to the said Gregorio Miguel to the prejudice of the said Complai-
nant but on the contrary the said Sumbo Rent furnished the said
Complainant with the Extract from his instructions to the Defendant in
order that the said Complainant might be convinced of the uprightness of
the conduct relative to the business and therefore it appears relatives
to the conditionary Note given to the said Gregorio Miguel contrary to
the conditionary Note given to the said Gregorio Miguel contrary to

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And Charges that the said Complainant has Received Two Hundred Pagodas And Twenty Five Fanams as and for the whole Share of the said Stavoo Christ Jesus Deceased Except the Sum of Eighty Pagodas Twenty Five Fanams as and for the Share of the Said Deceased Except the Sum of Eighty Pagodas Twenty Five Fanams and that the same is part of the property of the said Stavoo Christ and that the same or any part thereof ought to have gone in discharge of the Defendants demand as a Creditor mentioned in the Defendants Respondentia Bond as the said Bond was Executed by Romana of Stephen Gregorio and Stavoo Christ the proportion of Eighty Pagodas Twenty Five Fanams could not be appropriated to the payment of any other person than the Complainant and Gregorio Stephen at the obtaining of the said Stavoo Christ Declarations as the said Stavoo Christ proportion was altered for that purpose and although the said Defendant and the said Samuel Stephen might have to have thereof under the said Stavoo Christ Yet the said person ought to be considered in any other Light than as Creditor of the said Estate and not as Creditor of the said Stephen wherefore any payment by the said Defendant and the said Samuel Stephen from the Respondentia Bond cannot be deemed in valid and the part of the Defendant who made such payments in prejudice of the said Bond belonging to the Company and intention of the said Stavoo Christ to have appropriated his Share of the said Respondentia Bond for the use and on his intentions and which the said Defendant was not at that time apprized of or otherwise he would not have taken upon himself the Responsible to the said Complainant who Executor of the said

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Of the said Stavoo Christ Moiety of Stephen Gregorio Bond without the Order of Stavoo Christ as he at does not Appear by the proceedings, gave any instructions concerning the said Samuel Stephen or the Defendant to be paid out of the aforementioned proceeds but as the Defendant has objected these Claims the Complainant for his imputation prays that the Defendant may be obliged to produce them Tells me, which it is said they ground their Claim to the said Respondentia Bond, the said Complainant lastly says that to any plea which the said Defendant makes use of by Alledging the payment of part of Stavoo Christ proportion of the Bond aforementioned cannot be good in Law to Bar the Complaint of his right either to the whole of what the said Defendant has received or upon the said Defendant pursuant to his promissary Note to answer in the first place the Defendant ought to have provided against the said Complainant by the detention of the Money received and in the Next place the said Defendant as the said Samuel Stephen could not have any Claim to the said Respondentia Bond in their own Right they being only Claims to the said Respondentia Bond in their own Right they being only in the nature of simple Creditors of the aforementioned Stavoo Christ after the Risk of the Respondentia was over and therefore the said Defendant taking upon him to pay the said persons out of whom made over to him for the use of the Complaint was what the Defendant could not do but at his own Risk and although the said Defendant might have some Claim on the said Stavoo Christ on account of the aforementioned Respondentia Bond Yet the said Defendants agreeing to pay to the said Complainant the proceeds of the same was also to be the said Defendants demand on account of such his Claim

All which Matter and things this Complainant is ready and willing to aver and maintain in such manner and form as

already proved

Chas. Brumley
Solr. Complt.

Filed 1st July 1775

The Rebutter of Gregorio Miguel
Merchant Defendt to the Bill
of Complaint Morgan of the same
Merchant Complainant

This Defendant saith he doth absolutely Deny all
such Combination Confederacy & Agreement
as in the said Complainant's Bill is alledged
without that that this Defendant hath
any Unlawful Gain by the Premises or
that he hath Received any Sum or Sums
of Money of the said Complainant to the
Value of Two Thousand Pounds or any
other Sum or Sums of Money Whatsoever
Except the Sum of Two Hundred and
Eighty Nine Pounds Eight Shillings
and Four Pence Sterling which this
Defendant hath Received of the said
Complainant and which this Defendant
is ready to Account for and Pay to the
said Complainant as this Court shall
Direct and Order And this Defendant
saith he doth not Know whether the
said Complainant hath Sustained any
Damages by the Premises or to what
Amount the same are And this Defendant
saith he doth not Know whether the
said Complainant hath Paid any Sum
or Sums of Money to the said Alexander
Delaroche in the Proceedings in this
Cause named or to any other Person
or Persons for the Use of this Defendant
and this Defendant doth not Know
whether the said Complainant hath
Paid any Sum or Sums of Money to
the said Alexander Delaroche in the
Proceedings in this Cause named or to
any other Person or Persons for the Use
of this Defendant

Answer not only with the approbation of the said Honble Court but by an Order
Dated by him the said Honble Court said Delivered to the Complt
Mynol and the said Complainant respectively by the said Honble Court
himself Not withstanding the Mynol Opposition of the said Complt
relative to the said Matter — This Defendant saith that he Defendt
that he was prevented from Paying the said Sum of three Hundred
Eighteen Pagodas and Twenty Cash Interest mixed as part of
the said Honble Court as recently Decree as the said Complainant
by justly pretends In the contrary the Matter of fact and the real
State of the case for how doth this Defendant pay the same to the
Gregorio Mynol Amounted only which being paid to him the
Complainant Insisted on a proportion thereof & he his not only
with Demanding a proportion thereof but Claims the whole
sum as that Debt by the said Claim made by the said Complt
the said Gregorio Mynol as aforesaid, previous to the Commencement
of this present Actions became Mingling that it should be Deft
which of them was Entitled, And hence Both the said
Respective Actions became still more Mingling and Intricate
Unbounded Assertions and Claims And particularly the Complt
Complaint who seems desirous of benefiting by an Error
and paid out of the Property of the Honble Creditors
be Considered as Simple Creditors of the said Honble Court
reality never were so, nor ever considered as either by the Honble
Honble Court, this Defendant being actually ready

Said Claimed no more nor did he the said Honble Court direct or Instruct
him this Defendant to Answer more nor consequently can he this Defendt
be Answerable for more than he did receive on Account of the said Honble
Honble Court, for all over out of the property of him the said Honble Court
that he the said Honble Creditors had might to be paid and not
out of the property of others the said Complainants Claims and Assertions
on therefore Mynol and with out any foundation — This Defendant
further saith that he this Defendant being so afforded and as set forth
in this Defendants said Answer and Rejoinder ready and willing to have
paid the Money he received on Account of the said Honble Court so
afforded either to the said Gregorio Mynol or to the said Complainant
or both in proportion to their respective Demands on the said Honble
Court, and being prevented from ordering by the said Gregorio Mynol
and the Complainant themselves by the different Demands by the aforesaid
the said Actions Commenced by them against this Defendant was in
reality to try their respective Rights to the Money received by him this
Defendants as aforesaid, notwithstanding the said Complainants
Assertions to the Contrary in Order, if Possible, to Evade the
payment of Costs occasioned by him the said Complainant and
the said Gregorio Mynol as Acting for the said Alexander Delaroche
in these suits for it could not be thought reasonable that he this Defendt
who had no Interest whatever in the said affair or in giving the said
Undertakings, could or ought to run the risque of paying either the said
Complainant or the said Gregorio Mynol for the said Alexander
Delaroche, when they did so as aforesaid, and as set forth in the

And the said Matter, do therefore Submit that this Defendant ought not to be
Cause of the Charges and Expences the said Complainant has and will be sto
Entering or carrying on his said prosecution Against this Defendant to be
Equally Charged, on the contrary the Complainant is bound by the Laws of
And it would be Extremely Hard or Commandable in this Defendant with
regard to the said Affair Since he Stands by part he was acting or bound upon
and in this Defendants said Answer Said Alexander Delouch Set forth, that he
Defendant should be at any Expences or Sustain any Loss whatever both
either with regard to Costs or otherwise, but this Defendants Actions with
regard to the Said Affair being totally consistent, and not chargeable
Complainant Magnifly Affects, with the said Famous Scott Solicitor
and Understanding, this Defendant did therefore by necessary Means Cause
in the Said Affair, was Liable to pay more than he received on account of the
Famous Scott, which he was ready and willing to do without any Delay
Whatever as aforesaid The said Complainant Sought that he might be
known under what Engagement he this Defendant entered into with the
said Gregorio Miguel what it was his Business to know of this Defendant
However thinks this Defendant Such he answers the Same that he
will as soon the Extract of the said Famous Scott Instructions Shall be
the said Complainant, does that he the said Complainant knew that the
Famous Scott was Indebted Unto the said Alexander Delouch as
the said Gregorio Miguel Which as afore said and he Did not Know
the said Gregorio Miguel, would not Pay and was Dissatisfied with
Account of the said Debt as well as himself, it was therefore the Duty
of the said Complainant to see that the whole was settled before

Business of this Defendant to see that the Complainant was Secured, as
he was not acting for the Complainant But for the said Famous Scott
It was, however at the same time the Intention of this Defendant, as it has
been ever since, to do all the Justice in his Power consistent with the Situa
tion of the said Famous Scott and the part he was acting, both to the
said Complainant and the Said Gregorio Miguel on account of the said
Alexander Delouch, And what more Justice could this Defendant do
than to offer to pay what he had Received on account of the said Undertakings
And the Said Famous Scott, Unto the said Complainant and the said Gregorio
Miguel. Which he was prevented doing by the Demands made by them of
more than he had received as aforesaid — It Surely then was not the
fault of him this Defendant that the said Matters were not Settled as
far as in his this Defendants power, nor should he this Defendant of
Course Suffer for it as the Complainant Wishes by his Method of Representing
the said Matter, which is done merely if possible, to Avoid payment of the
very Cost that he the said Complainant, or he and the said Gregorio Miguel
have occasioned, for after all that has been urged by the said Complainant
to Endeavour to support this prosecution and to throw the Costs of it on
him this Defendant it must, as this Defendant Conceives, be obvious
that he this Defendant has no Cause, of it, he, this Defendant
being, as before mentioned ready and Willing to settle these Matters in
out any prosecution as far as in his Power, and if the Complainant
And the said Gregorio Miguel could not, or would not, or Did not Agree
about their right and Settle the Money Received by this Defendant
on account of the said Famous Scott as aforesaid that is no reason why
this Defendant should Suffer Either by being Obliged to pay more

The said Undertakings are as follows viz. the Defendant said that
the Defendant knew that Oth the said Sworn Broker Undertook
how the Defendant on Debit the 5th Month September the Said
Sum Hundred and Seventy One as for the Extract Annexed to the
respondent as that the Hon Defendant did give the said Undertakings
of them in pursuance thereof on the same Day and Year Mentioned
Quoted by the said Complainant in the entering the Defendant
that the said Undertakings were first given by the Hon Defendant
Sworn Broker unless know that they knew only the Undertaking of
One Hundred Sum Hundred and Seventy One as Set forth in the
said Respondent that they were Delivered to the said Complainant
said Gregorio Miguel by the said Sworn Broker himself but by
Instructions of the said Sworn Broker from only the Undertaking
September in Extract whereof is as follows Viz.

Mr Abraham Peter

By Cash favr Sundry to Sundry Accounts

called the Assistant, whereof Sworn Broker in the Company
in God We Shall, Answer them in Safety — Know Ye that I
may Attorney by the Notary Public, for transacting my affairs
way behalf which May you well Execute and perform as
Whereof Constituted you Attorney of Abraham Gregorio
Witness whereof you will Execute

From the Middle Cost you shall pay to their Creditors out of the most Proceeds
Touching my Share Share given Notice to Mr Gregorio Miguel for 200
Pagodas & Mr Muncatoom Muzeen for 350 Pagodas these two Sums
you will pay out of my Share & take up my Notes

(Signed) Sworn Broker &

Madras 6th Sept 1791

By which said Instructions it Appears that he this Defendant had
an undoubted right to do what he has done relative to the Division
of the said Money &c Notwithstanding the said Complainants
Allegations to the Contrary In Answer to the said Complainants
Observation that he was given to understand there was sufficient
found for the payment of the said Demand upon the Recovery of the
said Sworn Broker Cash he this Defendant saith that he saith in
his said Answer observed that both he and the said Sworn Broker did
Imagine there would have been Enough or nearly Enough Recovered
to have paid both the said Alexander Delarche and the Complainant
But this Defendant absolutely denies that there was sufficient
Received either to pay both or one of the said Demands or that there
was more Received on Account of the said Sworn Broker than as herein
before Set in this Defendants said Answer and Rejoinder mentioned,
notwithstanding what the said Complainant Alledges to the contrary

This Defendant doth again in Answer to the repeated Allegations
that Instructions relative to the said Undertakings say that the
said Undertakings both to the said Complainant and the said Gregorio
Miguel on Account of the said Alexander Delarche were agreeable
to the Directions & Instructions of the said Sworn Broker, being dictated

If it should Not that the Defendant ready Stands Ready at all Times
any Prejudice to the Said Complainant by giving the Said Master
him all the Assistance in his Power Consistent with the Said Instruc-
in the Said Affair and as far as the Property he may be Entitled to
of the said Senior Aviet might enable him. The Defendant hath
Answer that the said Senior Aviet furnished the Said Complainant with
Effect of the Instructions to the Defendant in the Suit depending
set himself furnish the said Complainant with the Effect thereof
to Show the Complainant that he was Ready and willing to do all
power to his Honr Justice consistent with the Nature of the Matters
to the said Matter, therefore it does not appear either by the
many Note given to the Said Gregorio Miguel or not and Did of the
fendant without the Sanction or Direction of the said Senior Avi-
ents to this Defendant for the same reasons are Denied by the De-
Possession all or any part of the Bills and Effects that Either he the
want or he this Defendant has himself been put in Possession
been Examined by the Different Interrogatories made by the said
Miguel and the Complainant as aforesaid, which this Defendant
Property of the said Senior Aviet to Comply with the Complainants
the said Gregorio Miguel and therefore Humbly prays to be
the said Suit by Answering this Defendant Answer to the
this Defendant, by which this Defendant Humbly hopes he
Court will be of Opinion he this Defendant ought not to be
Defendant now still absolutely Denies that the Sum of
and Eighty Nine Pagodas Said Jointly the Senior

The said Instructions of the said Senior Aviet to him this Defendant,
therefore the same could and ought to be appropriated to the payment
of what this Defendant was so Instructed to pay by his said Constitu-
ent, which this Defendant well knows was right and Just as
should this Defendant and the said Comal Stephan, by any means
be Considered as Debtors of the said Senior Aviet whose Creditors they
were not in the said Affair, for they had such a Concern and Interest
in the said Bond that they were Intitled to payment out of the
proceeds of the Sale of the said Shake Ruckans Share of the said
Ship Dodaly therefore the payments made by this Defendant to the
said Comal Stephan and himself were not Invalid and as the
Rigour of him this Defendant as the Complainant Unjustly
set forth - Nor was the same Contrary to the Meaning of the Senior
Aviet as the Complainant Unjustly Avers, But entirely consistant
with both his the said Senior Aviets Meaning and Instructions
who being sensible that he this Defendant and the said Comal
Stephan, had an Interest in the said Bond as aforesaid, and that
as there of did actually belong to them they the said Comal
Stephan and this Defendant having Actually Admitted the
Principal Sums Mentioned by the said Senior Aviet, and con
and Great risque of the Voyage for which it was but with Some
the said Senior Aviet, to the said Senior Aviet as very Justly
and with great propriety in the said Instructions declare that
the said Comal Stephan and this Defendant had such an Interest
thereon and direct this Defendant to pay the same Accordingly

Ord of the said Jamaica Court that he Answer such an Information as they
Express this Defendant and the said Canal Stephan of their Act right
also that he Produce to make it appear to the said Jamaica Court that
he came Into a Matter towards this Defendant and the said Canal
Stephan that he Did towards him, Or that the said Jamaica Court
Instructions Limited to him the said Complainant. Absolutely
any further and Jamaica Court method of Arguing and Acting therein
Nature of the Case, for what might but the Complainant being part of the
Money Attached by this Defendant and the said Canal Stephan
request as aforesaid. That over no part of the property of the said
Court, or the said Jamaica Court Act. Limits of Duties as aforesaid
Decided Matter to be done, to them to whom it belonged being first
reason therein that the property of them should be appropriated to
Payment of the the said Jamaica Debts over and above the Defendant
Respect of the Money of the said Mate Merchants and which the
Complainant calls the said Jamaica Courts Money, without that the
Jamaica Courts Order but such as before Expressed in answer to the
prayer of the said Complainant to produce the Order of the said
said Canal Stephan or which they Ground their Claim the
Respondentia Bond. This Defendant saith that the Claim
founded on the Law and by Reason the said Canal Stephan
Defendant of part of the Amount Principal of the said Respondentia
Bond, which as clearly proved to have been only the Debt of
of the said Jamaica Court and his Instructions to pay the Debts
Money thereof which

Complainant and the said Gregorio Mignet by Detaining the Money by
him received on Account of the said Jamaica Court since they could not
Agree about their Bills thereto as aforesaid. But this Defendant
absolutely with Submission to this Honble Court, Insists that the
said Canal Stephan and this Defendant had an Undoubted Claim
on the said Respondentia Bond or on the produce thereof of the said
Mate Merchants Share of the said Ship Dudley as aforesaid, they not
being in their Nature of Simple Creditors of the said Jamaica Court after
the Risk of the Respondentia was over, as the Complainant Unjustly
alledges. On the contrary they, this Defendant and the said Canal
Stephan, had an Undoubted right to have their said just Demands
paid out of the proceeds of the said Ship Dudley which was Sold on Account
of the said Bond. The said Complainant and the said Gregorio Mignet
not having the least Claim Whatever to any thing But what was
strictly and Justly the Share or proportion of the said Jamaica Court
and what belonged to this Defendant and the said Canal Stephan
was by the said Jamaica Court himself or and by his said Instructions
Declared not to be any part of his the said Jamaica Court proportion in
the said Bond of the said Jamaica Court had thought right take or
meant it should be appropriated to the payment of his Debts to the
said Complainant and the said Alexander DeLaroche he would not
have Instructed this Defendant to have paid his this Defendants
Share to himself and the said Canal Stephan and have Directed that
his the said Jamaica Courts Share, which Could only be what Remained
of the payment of the Defendant and the said Canal Stephan should
be paid to the said Gregorio Mignet and the said Complainant, for

The respective Shares clearly appear, & Decrees standing to be
plain and Object Assertions relative thereto, which ought
are ought to have any weight or be of any Validity whatever
And in Order to Show the true State of the Accounts relative
the said Matter, And to Show that he the Defendant has
Agreeable to the said Instructions of the Said Farrer, but that
Defendant prays leave to refer to the Bill Answer and
Answer of the Said Complainants which he prays may be deemed
as part thereof. And the Defendant Lastly Saith that he
regard to any other Matter or Thing Allegged in the
Surrejoinder to which this Defendant has not Particularly
Replied the same is any Matter Cause or Thing
him to make any further or other Answer thereto
All which Matters and Things this Defendant
is ready and willing to Aver Maintain and prove as this Hon
Court shall Direct And Most humbly prays as in the
said Answer and Rejoinder he hath already prayed

Jos Sykes

Solr for the Defendt

Pagenden 1774

Ford & Clough
Examined
Jos Sykes

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Know all Men by these presents that I Mahlon Ludlow
Master Merchant am held and firmly bound unto Stephen Girard
Esquire Merchant in the sum of one thousand Dollars
Lawful Money of the United States of America to be paid to the
said Stephen Girard his Executors Administrators or Assigns
to the which Payment well and truly to be made I bind myself my Heirs
Executors and Administrators firmly by these presents Sealed with my Seal
and dated the Twenty fifth day of February in the Year of our Lord One
thousand seven hundred and ninety four and in the Eighteenth Year of the
Independence of the United States of America

The Condition of the above Obligation is such that whereas the above bound Mahlon Ludlow
by his Bond or Obligation bearing even date with these presents stands bound unto the
above named Stephen Girard in the penal sum of Two thousand Dollars Lawful Money
of the United States of America with Condition thereunder written for the payment of
the sum of One thousand Dollars Lawful Money aforesaid with Interest thereon at the
rate of six per Centum per Annum on the first day of March which will be in the Year
of our Lord One thousand seven hundred and ninety five as by the said recited Bond or
Obligation and Condition thereof relation being thereunto had may more fully and at large
appear Now if the said Mahlon Ludlow his Executors Administrators or Assigns do and
shall well and truly pay or cause to be paid unto the said Stephen Girard his Executors
Administrators or Assigns the aforesaid sum of One thousand Dollars Lawful Money
aforesaid with Interest thereon at the rate of six per Centum per Annum on the first day
of March which will be in the Year of our Lord One thousand seven hundred and ninety
five without any Fraud Deceit or Delay then the above Obligation to be void and of none
effect or else to remain in full force and virtue

Sealed and delivered in the Presence of
Thomas Smith
Wm Wilcocks

Mahlon Ludlow (Seal)

Philadelphia ss. Be it remembered that on the twenty fifth day of February in the Year of our Lord One thousand seven hundred and ninety four before me the Subscriber one of the Aldermen of the City of Philadelphia and Commonwealth of Pennsylvania aforesaid personally came Mahlon Ludlow the Obligor in the above Obligation named and acknowledged the same to be his Act and Deed and desired that it might be recorded as such In Witness whereof I have hereunto set my hand and Seal the day and Year aforesaid

Wm Wilcocks (Seal)

Recorded in Philadelphia County in Pennsylvania in Book No. 1 Page 390 &c

Examined

Wm Wilcocks Recorder

Stephen Girard

Mahlon Ludlow

Dr

To Mahlon Ludlow's Bond for the Payment of 1000 Dollars with Interest thereon from the 1st day of March 1794 Recorded in Philadelphia County in Pennsylvania in Book No. 1 Page 390 &c

1000 — 1794 March 1st

1000 — 1795 March 1st

2000

Contra Cr

By Cash Received of Mahlon Ludlow in full of the above Account

2000

Philadelphia 25th February 1794

Errors excepted

Stephen Girard

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Know all Men by these presents that I Mah Cockanjee Merchant am held and firmly bound unto Stephen Gregory Esqr Merchant and the rest of the Honble United East India Company's Merchants in the Sum of Three Thousand Pagodas to be paid the said Company, Stephen Gregory Esqr, Mah Mun Abdullaboy, Mirza Ismael Merchants and the rest of the Company's Merchants their Executors Administrators and Assigns to which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these presents. In Witness whereof I have hereunto set my Seal and Dated at Bengeon the 23d day of February in the Year of our Lord One Thousand Seven Hundred and Seventy.

Whereas the above bound Mah Cockanjee hath taken up and borrowed of the aforesaid Gentlemen Stephen Gregory &c Merchants the full and just sum of Three Thousand Pagodas of 52 p.C. Silver Coin at the Interest of Ship Ruby now in Bengeon bound for Madrass at the Premium of Three Thousand Pagodas, the whole equal to the Sum of Seven Thousand Rupees, the Consideration of which the usual Bigree of the Ship is assigned by the said Gentlemen, the said Mah Cockanjee doth hereby Covenant and agree for himself his Heirs & Executors to and with the said Gentlemen his or their Assigns that the Ship Ruby shall safely arrive at Madrass with the Premium aforesaid within Twenty four Jamaun Currency of Madrass after her Departure from Bengeon the 23d day of February in the Year of our Lord One Thousand Seven Hundred and Seventy.

Merchandizes with their produce are thereunto mortgaged and assigned 190
over and are to be diverted to no other purpose whatever till
full payment of this Bond is made with the Premium that
may become due thereon.

Now the Condition of the Obligation is such that if the
above bound Mah Cockanjee shall well and truly pay or cause to be paid unto
unto the said Gentlemen their Heirs & the full amount of this bond
with the premium due thereon at the expiration of 21 days after her
safe arrivale at Madrass or in case of the said Ship Ruby, which
God forbid, there such an Average as by Custom shall become due
on the Salvage, then this Obligation to be Void and of no effect otherwise
to remain in full force and Virtue. One Bonds of the same tenor and
Date being given either one being accomplished the other two Void and
of no effect.

Signed Sealed & Delivered in the
presence of
N. Gray
Mah. Tegore — Robt Percy

Mah Cockanjee

Memo of the within mentioned Gent Settled this 16th day of March

			Pcodas
		advanced	3500-
		do	1500-
	Stephen Gregory	do	5000
Stephen Gregory &c	per	do	P. To 10000
Sundry Sumons christ		do	1600-
Abdul Cunder made over to Stephen Gregory		advanced	2300-
Shake Mustapha		do	2200-
Shake Mirza		do	2766-
abdullaboy		do	1060-
mirza		do	1800-
abdulimbee		do	1874 13000
Sarawnis			Pcodas 23000

Said Sum in the Mayors Court Decided for
Said sum being £33 Pagodas ps 80 Said amounting Rupees
said Sum of Rupees 333 the said Sum £33 80
ps 80 Said amounting to 33½ Pagodas 333 Rupees
this Meeting and allowed to Cya Samuel Rendall the Sum
time shall require no Interest the said Sum of 333
the Court Mayors relation the Interest of the said Cya Court
whatsoever sum at any Interest shall upon the passing
Meeting unto Cya Abraham

The above sum when shall be granted from the
Court out of the Produce the Attorney of Cya Court
with his Fees

Also Translate as near as can be from the
American Language by

Mayors Court at
Madraspatnam

Tuesday the 12th day of July 1791
Anno Domini 1774

Present
George Savage Esquire Mayor
Thomas Pooney George Smith
Andrew Majendie Aldermen

Between Cya Muccatoom
Mizzan of Madras Merchant Com
plaimant and Samoo Aviet late
of Madras 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 Complaints
Bill with Translate thereof the Defendants Answer with Copy of the
Translate of an Undertaking thereof the Replication the Amended
Rejoinder, the Surrejoinder the Rebutter with an Account, the Exhibits
on the part of the Complainant Five Exhibits on the part of the Defend
On Hearing the Pleading made Use of by the Attorneys on
Due Consideration had thereon, It Appearing to the Court
from the Proceedings that the Defendant entered into an Agreement
in Writing to pay the Amount of the Debt Due from Samoo Aviet to
the Complainant out of such Money as the Defendant should Receive
from the Mayors Court belonging to Samoo Aviet and it also Appea
the Defendant did Receive out of the Mayors

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The Complainants Pet.n Exhibited this Court the Eighth Instant
to which the Defendant is Ordered to Answer by the Tenth Instant
Defendant shall pay unto the Complainant the Sum of Two
of Three Hundred and Fifty Nine Pagodas Star Pags 359
out of such Money as he is so Ordered from the Hon.ble Court and
of the said Answer Court by Order with all such Interest
is or shall thereafter become Due thereon Which Sum
made and Not further Ordered and Decreed that the Defendant
all Costs of this Suit

Fiat 12th Aug.t 1773

To the Worshipfull the Mayor
Court at Madrespatnam

Humbly Complaining Sheweth
this Worshipfull Court Your Orator Alexander Lindsay of Madras
Merchant by his Attorney Gregorius Mignel of Madras Merchant
that Pennee Avoit late of Madras aforesaid Merchant
did in his Lifetime Stand Indebted unto your Orator in the
Sum Just Sum of Two Hundred Pagodas Current Money of
Madras, and did for the Ends and Purposes mentioned
Bond or Writing Obligatory

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Your Orator the said Sum of Two Hundred Pagodas, in two Months after
the Date thereof. And Your Orator further Sheweth unto this Worshipfull Court.
1 that after the said Note became due and Payable, his said Attorney did at
Sundry times apply to the said Pennee Avoit for Payment who Evasive
ded that he had not Money in hand to Discharge the same but Promised
to do so immediately on the Recovery of Debts of Money for which he had
2 Commenced an Action in this Worshipfull Court against the Person who was
Indebted to him and your Orator further Sheweth unto this Worshipfull Court
that the said Pennee Avoit being about to depart for Rangoon in the Kingdom
of Pegue he came to your Orator's said Attorney and Declared that he had
Constituted and Authorized Abraham Ther Austeenen to Receive the Amount
of the said Money for which he had Commenced the said Action and at the
same time Gave unto your Orator's said Attorney a Paper Writing in the
Armenian Language Wrote and Signed by the said Abraham Ther Austeenen
bearing date the Sixteenth day of September in the Year One Thousand
Seven Hundred and Seventy One, wherein he the said Abraham Ther Auste-
nen Acknowledges that the said Pennee Avoit is Indebted unto your Orator
in the said Sum of Two Hundred Pagodas on a Bond and Promises to Pay
the same to your Orator's said Attorney First or in Preference, to any other
Person on the Recovery of the Money for which the said Action had been
Commenced by the said Pennee Avoit, as will more fully and at large
Appear by a Translate of the said Paper Writing hereunto Annexed for
the Inspection of this Worshipfull Court and to which your Orator most humbly
Refers Praying the same may be Admitted as part of this his Bill of
Complaint, the Original being in the Possession of your Orator's said Attorney
and Ready to be Produced to this Worshipfull Court if Required and Your
Orator further Sheweth unto this Worshipfull Court that after the Departure
of the said Abraham

Before the Mayor or Court a certain Bond of Money for and on the
of the said Action and your Orator said Attorney did Shew upon Oath
to the said Abraham the Austenous for to Fulfill his and their Promise
by Discharging the Principal and Interest due upon your Orator's
Bond for the Payment of which he the said Orator was Responsible with
Manner as aforesaid, to Pay so much of the Money towards discha
the said Bond, as he has or might have Received or Recovered for
of the said Penner thereof and your Orator said Attorney will hav
said Abraham the Austenous would have Complied with such
Reasonable Request as in Justice and Equity he ought to have do
Court the said Abraham the Austenous well knowing the
said Penner Cannot Refuse to Pay the amount Principal and
of Your Orator's said Bond, or to Pay so much of the Money, towar
discharging the said Bond, as he the said Penner might have Received
for or on account of the said Penner thereof, Your Orator therefore
a General Relief and as to this Honble Court shall appear agreea
Equity and good Conscience To the end therefore that the said
the Defendant may upon his Corporal Oath full true, direct and p
answer make to all and singular the matters and things herein before
said Bill together fully truly and Effectually to all intents and Purp
of the same were here again Repeated &c. Notwithstanding whereof
that the said Abraham the Austenous may set forth and Discl
he did not Execute and give unto your Orator said Attorney
in the Annexed Language to the Purport as herein before is set
any other and what Sum or Sums of Money and when he the said

This Honble Court and if he has that he may be Decreed to Pay unto your Orator
the Amount Principal and Interest of the said Bond, or so much of the Money
towards Discharging of it, as he has or might have Received or Recovered for
or on account of the said Penner thereof together with all Costs of this Suit.

May it Please this Honble Court to Cause the said
Abraham the Austenous 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

Dan.l Shaw
Atty for the Complainant

12th August 1773

Sworn to in the Days of Adjournment
Let a summons Issue Returnable next
Court day.

George Baker
Mayor

I the Underwriting do hereby Acknowledge that Ejah Pennes
doth is Indebted unto Mr. Alexander De Lanke Amounting to the
Sum of Five Hundred Pagodas and Whereas the aforesaid Ejah Pennes
doth Lay Claim of Money in the Mayor's Court whenever I Received the
same it shall be first Paid to Mr Gregorio Magnet

(Signed) Abraham the Austenous

Madras 16th September 1774

Three Pagodas as near as can be taken from the Original in
Pence Sixty Philippus Calendar

100

Filed the 2d Sept 1772

The Answer of Stephen Gregory of Madras Merchant Defendant to the Bill of Complaint of Mucaroom Marjam of Pondicherry Merchant by his Attorney Gregorio Miguel of Madras Merchant Complainant

This Defendant reserving unto himself all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties and Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is Material for him to make Answer unto this Defendant answereth and saith that he admits there is due on the Complainants Bill Named Famore Aviet one hundred and three Pagodas and being about to Depart from Madras he did Appoint the Defendant his Attorney for the following purposes, that is to say, To ask demand sue for and Receive of one Shack Rachan for one Thousand Six Hundred and Sixty six Pagodas & Twenty Eight Famos being half the

Mr Connell Stephen Six Hundred and Twenty Eight Pagodas and Thirty Eight Famms to the said Famore Aviet, and Four Hundred and Seventy Eight Pagodas to this Defendant for which they the said Famore Aviet and Stephen Gregory had Exhibited a Bill of Compleint in this Honble Court, And for which this Honble Court had Granted a Decree in favor of the said Stephen Gregory and Famore Aviet But there being many other Demands on the said Ship Dudley for Respondentia on Mortgage, and the said Shack Rachan Absconding there was no other property out of which the said Debts could be Discharged but the said Shack Rachans half of the said Ship Dudley, which was by no Means Sufficient to Answer the said purposes, And Disputes arising Regarding the said Debts and property the Settling of the said affairs was Retarded untill the said Famore Aviet was under the Necessity of Going on a Voyage to Bengal as aforesaid, where he Died Insolvent, But being Indebted to Mucaroom Marjam of Madras Merchant in the Sum of Three Hundred and Fifty Pagodas and to the Complainant in the Sum of Two Hundred Pagodas the said Mucaroom Marjam and the said Gregorio Miguel, as Attorney to the said Alexander DeLanke, Insisted on the said Famore Aviet Discharging their said Demands before he Departed from Madras on the said Voyage, and it not being in his power so to do he the said Famore Aviet did prevail on this Defendant to give, and the said Gregorio Miguel, as Attorney to the said Alexander DeLanke, and the said Mucaroom Marjam to Accept of the Undertakings from this Defendant of which Transclates are Annexed to their Respective Bills of Complaint Exhibited in this Honble Court, to which this Defendant craves Reference, a Copy of which Transclate of the Undertaking so given to the said Mucaroom Marjam is herewith Annexed for the Inspection of this Honble Court, And which this Defendant prays may be Admitted as part of this his Answer, Both the said Famore Aviet and this Defendant

Amount of Principal and Interest from the said Shah Bunder
of the said Ship Paddy to Settle by the said Demands of the said
Morgan and the Complainant This Defendant has before
the said Undertakings by them as aforesaid Mentioned
appear But without any Intent of being answerable or
Either to the said Macartoon Morgan or the said Complai
for more than what he this Defendant might Answer to
on account of the said Sums first as aforesaid This Defend
answering Saith that he hath Received on account of the said
Interest being part of the said proceeds of the said Shah Bunder
Share of the said Ship Paddy the Sum of One Hundred and
one Pagodas and Twenty one Fanams and no more, which
he was Ready and Willing to Pay and did by means of
Attorney in his Absence and also himself upon his
Return to Madras Offer to Pay the said Money to the
Complainants said Attorney and the said Macartoon Mo
on account of the said Undertakings to their Respective
Proportion to their several Demands, and this Defend
he hath not or does not Pay unto both the Complainant
the said Macartoon Morgan the said Money standing
Because the said Gregorio Miguel the Assistant and Dis
Swears that the whole of the said Sum of One Hundred
Eighty One Pagodas and Twenty one Fanams as afore
this Defendant as aforesaid stands to be paid to him the
Gregorio Miguel on account of the said Complainant

Mentioned that the said Demand of the said Complainant is to be first
paid, The said Gregorio Miguel Insisting on that being Inserted in the
said Undertaking – at the same time the said Macartoon Morgan
Claimed his proportion, Both which this Defendant could not do
without out paying part of the said Demands out of his own Pocket
or his own proper property, which, In the first place, he this Defendant is
not able to do, and In the Second place, he Conceives he is by no means
Obliged so to do, The Intention as well as Tenor of the said Undertakings
being only to Pay what he might Receive on Account of the said Sums
Direct, Besides this Defendant is already a Considerable Sufferer by
the said Sums Owed, who Both Considerably Indebted to this Defendant
and has not Assets to Discharge it, This Defendant doth therefore Submit the
said Matters and things to the Judgment of the said Sum of One Hundred and
Eighty one Pagodas and Twenty one Fanams as this Honble Court may
be Pleased to Direct.

All which matters and things this Defendant is ready
and willing to Aver Maintain and prove as this Honble Court shall
Direct and humbly Prays to be hence Dismissed with his reasonable Costs
and Charges in this behalf most Wrongfully Sustained.

Wm Sykes:
Atty for the Defendt

Know all men by these Presents that We Thomas Lowe and Nicholas Rogers of the City of New York Merchants are held and firmly bound unto Mr Montgomerie Morgan in the Sum of Three Hundred and Fifty Pounds Current Money of New York to the Payment whereof well and truly to be made we bind ourselves our Heirs Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals and dated the 15th day of September in the Year of our Lord 1774.

The Condition of the above Obligation is such that if the above bounden Thomas Lowe his Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the above named Montgomerie Morgan his Executors Administrators or Assigns the full Sum of One Hundred and Fifty Pounds Current Money of New York on the fifteenth day of September which will be in the Year of our Lord 1775 without Fraud or Delay then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue.

Sealed and Delivered in the Presence of us

Thomas Lowe (L.S.)

Nicholas Rogers (L.S.)

A true Copy of the Original

Wm Sykes

Atty for the Defendt

Sworn to in Court

Sept. 28th 1775

A.D. 1806. Sept.

The Replication of Thomas Dr
Lords of Pondicherry, Merchant to
Attorney Gregory Nugent of Mad
Merchant Complainant. To the
of Abraham Lee Austin, late of
Abraham Lee Senior, late of
Armenian Merchant Defendt

This Replicant now and at all times hereafter saving
Saving to himself all and all Manner of Benefit and Advantage
Exception to the many Insufficiencies and Imperfections
in the Defendants said Answer Contained for Replication
doth that all and singular the matters and things in and by the
Bill of Complaint Alledged and he will aver, Justify and Maintain
to be true, certain and Sufficient in the Law to be Answered unto
manner as the same are therein and thereby set forth and Alledged
the Answer of the said Defendant is untrue and insufficient
to be by this Replicant Excepted unto for divers manifest Imperfections
and Insufficiencies therein Contained. To the Benefit of Exception whereof
being now and at all times hereafter to this Replicant. And the said Defendant
for further Replication doth he with Leave that the said Defendant
in Justify and Truly Sett forth and Declare that
of Two Hundred Pagodas, pretending an Paper Writing in the
Language Wrote and Signed by the said Defendant and given by the
Court Produced to this Replicants said Attorney before the Defendant

From the whole Proceedings of the said Defendant, that his intentions were
to have deceived this Replicants said Attorney in Granting him the said Paper
Writing, for in his said Answer he says that the Reason why he has not
paid him, this Replicant, is Because he had Granted another Paper
Writing exactly to the Purport of the one given to this Replicants said
Attorney to Muccaroon Mirzam for the Sum of Three Hundred and
Fifty Pagodas and Because this Replicants said Attorney had Insis-
ted on being paid the whole of the Sum of One Hundred and Eighty
One Pagodas and Twenty One Fanams, said to have been Received by
the said Defendant as part of the Action mentioned to have been Com-
menced in this Honble Court by the said Powers Deceased, this Replicant
with Submission to this Honble Court, Conceives, that as this said Defend-
hath Promised in the said Paper Writing, Granted to this Replicants Testy
or in Preference to any other Person, on the Recovery of the Money for
which the said Action had been Commenced, and which Paper Writing
is of a Later date to the One, said by the said Defendant to have been
given to the said Muccaroon Mirzam, this Replicants said Attorney had
an indisputable Right of Insisting to be paid the whole of the said
Sum of One Hundred and Eighty one Pagodas and Twenty One Fanams,
and if the said Defendant had Inconsiderately given the Remonstrated
Writing to the said Muccaroon Mirzam it is he alone ought to be
accountable for the same and not this Replicant to be a Sufferer thereby
And this Replicant further saith, that at the time the said Paper
Writing was given to this Replicants said Attorney he was a Stranger
to the Amount of the Sum due to the said Powers Deceased, and for the
Recovery of which he had Commenced the said Action, but was
informed that a considerable Sum was due and in confidence

Segnestered the said Ship whereby it was Publickly Reported and known that the Several Owners would not Recover the half Part of their Respective Demands, this being the Real Case, with what Colour of Justice could the said Defendt Grant a Paper Writing to this Repliant or said Attorney, bearing date the Sixteenth day of September in the said Year One Thousand Seven hundred and Seventy One, therein Promising to pay this Repliant or said Attorney the said Sum of Five Hundred Pagodas, First, or in Preferance to any other Person, at the Recovery of the Money on the Aforementioned action, when he had Previous thereto, on the Fourteenth day of the said Month of September, Given a Paper Writing to the said Mocarloom Mirzam, therein Likewise Promising to Pay him the Sum of Three Hundred and Fifty Pagodas, on the Recovery of the said Money, such a Proceeding must naturally carry with it, in the mind of every Honest Man, a Strong Suspicion of an attempt of the said Defendt to deceive this Repliant, whereby he this Repliant, with Submission to this Hon'ble Court is humbly of Opinion, that the said Defendant is Responsible and Obliged, in Justice and Equity, to pay this Repliant the whole Amount of the said Paper Writing Notwithstanding he might have Received the said Sum of One Hundred and Eighty One Pagodas and Seventy One Fanams only, as an Example for such an Attempt to deceive him this Repliant

All Which Matters and Things this Repliant is Ready and willing to Aver Justify Maintain and Prove, as this Hon'ble Court shall direct and most humbly Prays as in and by his said Bill of Complaint he hath already Prayed.

Dan'l Shaw

Sol'r for the Repliant

A10

Filed the 22d September 1790

The Amended Rejoinder

of Abraham the Son and Executor of Abraham the Son and Executor of the last Will and Testament of Abraham Lindo late of Kingston upon Thames in the County of Surrey Merchant deceased and Executor of the last Will and Testament of Mordecai Gomez late of Kingston upon Thames aforesaid Merchant deceased and Executor of the last Will and Testament of Moses Mendes late of Kingston upon Thames aforesaid Merchant deceased and Executor of the last Will and Testament of Moses

Said Money, to pay and nothing to Pay it away to the said Replaint and the said Mountown Morgan or unto Both or either of them or to the Defendt said Mountown Morgan or unto the said Replaint and the said Mountown Morgan Disputing their Right and Title to the said Money, Saved Replaint saith that the Paper Writing given to him not to be said Money for or of which Debt to the Sum given by the Defendant to the said Mountown Morgan in Question Hands this Defendant doth Not to or of the Debt but that both the said Paper Writing to the said Replaint the said Mountown Morgan on the same Day and the Defendant has Discovered some Setting in the Answer to the Respective Bill of Complaint Exhibited by the Replaint that the said Mountown Morgan upon time for before that not remembring the Date of the said Undertaking to be Signed the Date mentioned in the Complaint and the Respective Bill of Complaint were right the Replaint says that this Defendant had Inadvertently given the said Writing to the said Mountown Morgan he above ought to be answerable for the same and not the Replaint he Saffers thereby also Defendant thinks that he Saith that all he did was to Endeavour as far as he might be Entitled the Receipt of such Monys belonging to the said Farmer Scott to which the said Creditors or that the said Farmer Scott might be at liberty to Sue on his Intended Voyage to Spain, without which he would not by the Replaint and the said Mountown Morgan have to Execute the

This Defendants said Answer mentioned and left to Opperate as it might that this Defendant did not Conceive it did in Reality give the said Replaint a preference But that when both the said Undertakings to the Replaint and the said Mountown Morgan should be Produced they would Each Receive a proportion of the Money which this Defendant might Receive on account of the said Farmer Scott should therefore this Honble Court be of Opinion that the said Replaint should Receive a proportion only of the said Money Received by this Defendant as aforesaid the aforegoing Words having been Inserted in the Said Undertaking to the said Replaint will be of no Signification, and should it be Considered otherwise this Defendant humbly hopes this Honble Court will be of Opinion that he this Defendant should not be Suffered for having only Done what he was Desired by way of satisfying the said Creditor as far as was or might be in his Power as aforesaid Particularly as it was neither the Intent or meaning of him this Defendant, of the said Farmer Scott nor the said Creditors that this Defendant should be any Sufferer by the said Transactions or giving the said Undertakings This Defendant does by no means consider the said Undertakings as binding on him this Defendant further than for the Money he has Received on Account of the said Farmer Scott which he was and is, as herein before and in this Defendants said Answer Setforth, Ready and willing to Dispose of as this Honble Court may be Pleased to Direct and that is all this Defendant could do, as the said Replaint and the said Mountown Morgan Disagreed about the said Money by making the Respective Claims also herein before and in this Defendants said Answer Setforth And this Defendant does also absolutely say that he this Defendant ought Either to Pay the Replaints said Demand of the said Mountown Morgan or

any part thereof out of the same Ticket either for the reasons setforth in their Replication or for any other reasons whatever, he this Defendant never having undertaken or to be for this Defendant duly called in the said Office as he was Bound or Intended with which the said Parties were Satisfied and it was the Business of the Replicant whose Employee at Bath neither Agent was Indebted many other Persons or each and to have seen that the said Money could not be Squeezed out of the said Jamoos Arists Estate by the said Executors Morgan and it clearly shows with by what he setforth in the said Replication and also by the said Undertakings for him that he was Sensible of it and therefore should have Guarded upon it and not Expect that this Defendant who is already encumbered by the said Jamoos Arist should be Still greater Sufferer by Paying him Etc This Defendant Answers it is absurd to say that he this Defendant is Answerable for the said Demand or either of them when he can neither be so to be Now has he Disposed of the Money Secured on account of the said Jamoos Arist And the said Undertakings he cannot then Justly be Answerable for more than he has Received, when that is the only Money he is Bound to be Answerable for. Now or in what Form the said Undertakings may be this Honble Court be considered this Defendant cannot take upon him to Determine, But begs leave to Answer that it would be a great Hardship him, that he or his said so great a Sufferer by the Distance that he is to be Bound to Pay more on account of the said Undertakings than he Either of the received, Particularly as it was not the Intent or meaning this Defendant or any of the said Parties concerned that he this Defendant should Pay any thing out of his own Pocket or Purse by any Means giving the said Undertakings The Operation of the said Undertakings

Arist or his Estate might by no means as this Defendant conceives to affect them this Defendant who can only be Answerable for what he Received as aforesaid The Replicant in one part of his said Replication Seems to think himself Intitled to the whole of the Sum of One Hundred and Eighty One Pagodas and Twenty One Fanams Received by this Defendant on account of the said Jamoos Arist And the said Undertakings, and in another Part he seems to think himself Intitled to the whole Amount of his Demand on the Estate of the said Jamoos Arist from this Defendant the Absurdity and Inconsistency of which will this Defendant Doubts not clearly appear to this Honble Court the said Replicant says he Permitted the said Jamoos Arist to Proceed to Ringoon Without Let or hindrance and Refrained from Prosecuting him In Rejoinder thereto this Defendant Saith the Replicant having done so much take what he can get out of him the said Jamoos Arists Estate his having done so is no reason why this Defendant should be a Sufferer by Paying more on Account of the said Jamoos Arist than he has Received with regard to the Actions Commenced Against Shack Ruckun and the Sequestrations mentioned by the said Replicant this Defendant Saith that he was not so well Acquainted with the Particulars of the said Actions as Knows the Amount of them, But Stephan Gregorie and the said Jamoos Arist having Obtained a Decree for the Amount of the Bond from the said Shack Ruckun in their Name he was in hopes that the whole or the greatest Part of the Amount of the said Debt would have been Received But that not having been the Case is no reason why this Defendant should Say more on Account of the said Jamoos Arist than he received, That being the only Intention of this Defendant in giving the

praying the Defendant to give Security and the Same not Liking the Said Defend.
the said Mountum Mirzum Exhibited Charge against the Defendt
Intention in giving the Said Undertaking to Prevent the Said Defendt
to the Defendant were Upon Mr Justly Offered on the Said Petition Except
hath Suffer thereby as an Example for such as Attempt to Behave
and Illegally Issues the Defendants giving the Said Undertaking and
in the Said Petition Offered were any Part of the Said Effects the Defend
Evidence it to have been on the Part of the Said Defendt or his Said Attorney
taking Advantage of the Said Unjust Petition and Unduly
on such Undertaking as he thought
given him Reasonable right of Payment of the Amount of the said Bond
to any one of the Said Sureties Should Petition the Court might order the
to Pay the Petitioner or whether the Petitioner got any thing
the Defendant Justly Craves that Mr Smith Regard being had to the Matter set
set forth and Alledged in the said Application to which the Defendant
not Particularly Replied the same is true to the Best of his Knowledge and Belief
for the Defendant he makes any further or other Reply to the Same

All which Matters and things Defendant is ready
Willing to Aver Maintain and prove as this Honble Court shall Direct
and most humbly Prays as in and by his Said Answer he doth Pray
Leave

Wm Sykes
Atty for the Defendt

Mr Abraham Salter

By Gods Favour I am going to Pegue on the Envoy
Called the Assistant as soon as I Arrive in the Comm under hoping
in God that I shall arrive there in Safety, Have Constituted you
my Attorney by the Notary Publick for Transacting my Affairs as
my behalf which I beg you will Execute and Fulfil as long
Reserve Likewise Constituted you Attorney of Stephan Gregory whose
Business also you will execute

I Pegue in the Year 1770 in the Month of Febry
my Share given in Expenditure one Jurang Sheck Roshen
the sum of 7666 Pags 8 24 Cowrs of which 559 Pags 77 dr beyng
ring to Mr Cowell Stephan 478 Pags 83 dr to you and 628 Pags
886 dr to me, which Sums after you having received from the
Months Comt you shall pay to their Creditors out of the neat proceed
touching my Share Have given Notes to Mr Gregory Nigual
for 200 Pagodas and to Mr Macartum Mirzum for 350 Pags
these two Sums you will pay out of my Share and take
up my Notes

Madras 17th Sept 1776 Signed Panos Aviet

I have Translated as near as can be from the Original in
the Armenian Language by me

Denis Philippus Calander

(17)

Mayor Court
Madrass Patnam

Tuesday the 26th January
1773

Present
George Lewis Esquire Mayor
Thomas Powney & George Baker
Aldermen

Between William Hornby
Merchant Plaintiff
and
Madras Bank Merchant Defendant

This Cause coming on to be heard on the Complaint of the Attorney in the Bill and hearing the Complaint thereof read and the Defendant Answer put in Thereto and hearing the Replication thereto and the Defendant Evidence thereupon taken and read and what was alledged on Either Side in the Premises and Consideration thereof had It is Ordered Adjudged and Decreed that the Defendant do pay the Complainant the Sum of Pagodas 1121 in the Complaint mentioned with Interest for the same at the Rate of Twelve Pagodas per Cent per Annum from the 17th January 1771 the time of the Complaint exhibited unto this Court to the 17th January Instant the time of Hearing the Cause amounting to Pagodas 1464 and also the Costs of this Suit to be taxed by the Master of this Court and in Default of the Defendant paying the said Sum of Pagodas 1121 with Interest and Costs as aforesaid within Fifteen Days after the Service of this Decree upon the Defendant or his Attorney that then the Defendant do stand Committed to the Custody of the Marshal of this Court for his Contempt

(19)

Fridays 11th June 1773

To the Worshipful the Mayors
Court at Madrasapatnam

Humbly Complaining shewn unto this Worshipful
Court your Orator Venkatachella Nainapah of Madras Merchant Son and
Heir of Chinnatumbi Chitty late of Madras Merchant deceased by
his Attorney Tammina Canniah late of the same place Writer
That Tammina Chitty of the same place Merchant Justly indebted
unto your Orator in the full and just Sum of Two hundred and
Twelve Pagodas Star Fanams and Forty Eight Cash Current
Money of Madras Making in Sterling Money of Great Britain
at the rate of Eight Shillings for every Pagoda the Sum of Eighty
four Pounds Seventeen Shillings and Two Pence Star Fanam
will more fully and at large Appear by a Translate of a
Receipt and Bond and Account and an Assignment or Transfer
with a Power of Attorney hereunto Annexed for the Inspection of
this Honorable Court and which Your Orator Prays may be
Admitted as part of this his Bill of Complaint And Your Orator
further Shews unto this Honorable Court that he hath frequently
and in a most Amicable Manner Requested Payment from the said
Tammina Chitty of the said Sum of Two hundred and Twelve Pagodas
Star Fanams and Forty Eight Cash

But so it is so it is now that this Honorable Court the
said Tammina Chitty Maliciously and Contemptuously Refuse to pay
the same to your Orator in manner of Satisfaction

120

[illegible] Summons from the Court of Exchequer Bagot against Thos
[illegible] Attorney at Law Clerk of the Crown Office Agreeable to
Equity and good Conscience &c. The Defendant Thomas Pottle
and Thomas Chitty represented to Capt. Castlestuart
Lieutenant and Prosecutor of Answer to be allowed Copies of
and Charges thereof to be set down and all Orders fully duly
and Regularly to be set down and Entered and Proceedings thereupon
have against Agreeable to the Statute. Attempted and Ordered
to Record to pay unto your Orator the said Sum of
Hundred Pounds Costs & Damages and Duty
Costs with Reasonable Interest on the said Sum
due Summons and Copy of this Bill
Attested Verse the Honorable Court to Grant
Thomas Chitty the Summons and Injunction according
of Feb. Mary Lewis Manager thereof Pottle
Penalty of Bond Appear before the Honorable Court
Costs and pleas to be by this Honorable Court
and Appointed Thereupon to Answer the said
of Complaint and Further to Abide by and Obey
and Perform what shall by this Honorable Court
[illegible] Thomas Pottle
Thomas Chitty the Summons and Injunction according to the Prayer
Pottle the Complainant Bill Pottle

704

121

15th August 1755 Old Stile

Know all Men by these Presents that We Peter Chitty of Gallows Chitty
Valley in the Province of Pennsylvania and Thomas Chitty of Potters Town
of Madras Jointly and Severally are held and firmly bound unto Thomas Pottle
of Ludgate in the City of London Esqr in the Sum of Two Thousand Pounds
Sterling to be paid to the said Thomas Pottle his Certain Attorney Executors
and Assigns for which Payment well and truly to be made we bind ourselves
and each of us in the whole our Heirs Executors and Administrators
firmly by these Presents Sealed with our Seals and dated this 15th Day of
August in the 29th Year of the Reign of our Sovereign Lord George the Second
by the Grace of God of Great Britain France and Ireland King Defender of the
Faith &c. and in the Year of our Lord Christ One Thousand Seven Hundred
and Fifty five

The Condition of this Obligation is such that if the above bounden
Peter Chitty and Thomas Chitty their Heirs Executors Administrators or
any of them shall and do well and truly Stand to and Abide every Order
Decree and Decretal Order to be made by the Court of Exchequer in England
in a Cause wherein the said Thomas Pottle shall be Plaintiff and the said
Peter Chitty and Thomas Chitty shall be Defendants and shall perform
and Obey the final Order Decree or Decretal Order of the said Court
in the said Cause and shall pay such Sum and Sums of Money as the said
Peter Chitty and Thomas Chitty shall be Ordered or Decreed to pay by the
said Order Decree or Decretal Order either in the Whole or by Instalments
as the said Court shall direct according to the true Intent and Meaning
of these Presents Then the above Obligation to be void and of none Effect
or else to remain in full Force and Virtue

Sealed and Delivered by the above bounden Peter Chitty and Thomas Chitty
in the Presence of us

Witnesses
Nanga Chitty Merchant
Gandhala Veeralatchumee

Mark of ☞ Peter Chitty
Mark of ☞ Thomas Chitty

N.B. The Seals to the Writings were cut off from the Original with a Knife by Emanajah Interpreter

John Sykes
Atty for the Compt

D.r a Simone Borges Ramos de Andrade, Irmão, e Procurador Bastante de Joaquim Borges Ramos &c &c

			772		
			dias		