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Z

(1)

A

To the Honble the Mayors
Court at Madraspatnam

Mayors Court
Vol: 28

The Humble Petetion of Thomas Jones
and Isaac Watkins

Sheweth That Whereas the pay or monthly Salary of
Pagodas 3 allowed to Each of your Petitioners by this Honble Court
is very Small and the Scarcity of provisions in the place Renders
your Petitioners Unable to maintain themselves and families,
Especially as your Petitioners have no other ways nor Means to Depend
upon than on the said Pay of Pagodas 3 p Month.

The Aforegoing your Petitioners Humbly
Recommends to the Serious Consideration of this Honble Court and
prays that this Honble Court will be pleased to Add such further
or other Allowance to their said Pay of Pagodas 3 p Month as to
them shall seem Meet and your Petitioners as in duty Bound
Shall Ever Pray

To the Honble the Mayors Court at
Madraspatnam

The Humble Petetion of Moota Kistnah, Condapoon, Nellavan
Nellamootoo, Comrapoon, and Vencadachen &c Peons

Sheweth That Whereas the pay or Monthly Salary of One Pago
allowed to each of Your Petitioners by this Honble Court, is so very

small, and the Scarcity of provisions in the place Renders your Petitioners unable to Maintain themselves and families Especially as your Petitioners have no other ways nor means to Depend upon, than on the said pay of Pagoda Per Month.

The foregoing your Petitioners most humbly Recommends to the Serious Consideration of this Honble Court, and most humbly prays that this Honble Court will be pleased to Add such like and further Allowance to their said pay of Pagoda Per Month as to them Shall Seem Meet. And your Petitioners as in Duty Bound

Shall Ever Pray

Filed the 25 June 1771

To the Honble the Mayors Court, at Madraspatnam

Humbly Complaining Shewith unto this Honble Court, your Orator Edmund Pendergast, Captain, in the Honble Company's Service, Late at present residing at Madras, That Nachapah Mordalier late of Pondt and Dced, and also Late Dubash to Your Orator, did in his Life time at Sundry times, Sundry Sums of Money, and other property which were paid, and delivered to Him, the said Ninapah Mordalier, on Account of Your Orator, which said Sundry Sums of Money, and other property does Amount to the Sum of Two hundred and

Lutyens Court Vol. 28

Pagodas at the Rate of Eight Shillings for every Pagoda, the Sum of One hundred and five pounds, and ten pence, and upwards, As does more fully, and at large Appear by an Account of the said Sundry Sums of Money, and property, together with a Calculation of the Interest thereon, which are particularly Specified, in an Account Current which is herewith Annexed, for the Inspection of this Honble Court, to which Your Orator, most Humbly Prays a Reference, And also prays, that the same may be Admitted, as part of this, Your Orators Bill of Complaint, and for Explanation, and Support of the said Demand, Your Orator Sheweth further unto this Honble Court, That the before said Ninapah Mordalier, late Dubash, to Your Orator, departed this Life, some time in the Year, One thousand, Seven hundred and Seventy, and in Consequence thereof Nachapah Mordalier, Brother, and next unto Succession to the aforesaid Ninapah Mordalier, did Possess Himself of all and singular the Goods, Chattles, and Credits of His said Deceased Brother agreeable, and in Conformity, to the Customs of their Cast and by having done so, He the said Nachapah Mordalier, has become Accountable, and only, for the aforesaid Goods, Chattles, and Credits of His said Brother, Ninapah Mordalier, Deceased But also has made Himself Chargable, with all Just, and Legal

Moodaliar, did Owe at the time of His Death as for and
Said Goods Chattles, and Credits of the Said Deceased, due and
payable, or may hereafter Accrue to. And Your Orator
Sheweth, further unto this Honble Court, That the said
Natchapah Moodaliar, having no Righteful Claim of right
and Singular the Goods Chattles, and Credits of the Said
Ninapah Moodaliar Deceased, and thereby hath as Your
Orator, doth Most Humbly Conceive, made Himself Liable
And Accountable, for this Your Orators Just and reasonable
Demand, and Whereas Your Orator hath Frequently and
in an amicable Manner, Requested the said Natchapah
Moodaliar, to pay unto Your Orator, the aforesaid Sum of
Two hundred, and Fifty six Pagodas, Nineteen Fanams
and Seventy Cash.

But now so it is, [illegible] Honble
Court, the Said Natchapah Moodaliar Craftily
and Wilfully refuses to pay the same, or to give Your Orator
any Manner of Satisfaction, touching the Premises Your
Orator therefor Prays against Him as aforesaid, that this Honble
Court, shall appear Agreeable to Equity and Good Conscience

To the End therefore, that the Natcha-
pah Moodaliar

the Matters, and things, herein before setforth, and Alledged as fully,
truly, and Effectually, to all Intents and purposes as if the
same, were here again Repeated, and particularly Interrogated,
and that He may be Decreed, to pay unto Your Orator, the
aforesaid Sum of Two hundred, and Fifty six Pagodas Nine-
teen Fanams, and Seventy Cash, with all such Interest, as
now is or shall hereafter, become due thereon Also, all Costs
of this Suit

May it Please this Honble Court,
to Cause the Said Natchapah Moodaliar, to be Summoned,
and required, by the Shereff of Fort Saint George, Town
of Madraspatnam, and the Districts thereof Personally to be
and Appear, before this Honble Court, at a Certain time, &
place, to be by this Honble Court, prefixed and Appointed for
them and there to stand, to, and abide by such Order and
Decree thereon, as to this Honble Court, shall seem Meet

J. Chambers
Attorney for the Complainant

Dr

Ninapah Moodaliar Dr. in Account Current with Edmund Pascal Cr.

1767 November	To Cash paid to Ninapah Moodaliar Deceased on my account by Pallore Ramah Moodaliar, which he never gave me Credit for and which does not Debt for in my Account with his Creditors the Nabob		31 22
	To 100 Cullums of Paddy Received from Pallore Ramah Moodaliar on my Account which is Debited as above (6 Cullums 3 Chevah for one Pagoda		16 [illegible]
1769. August	To 80 Sheep Received from Do and Charged as above 8 Sheep per Ditto		16 [illegible]
[illegible] November	To Cash Received from Pallehpah Moodaliar which Debited as above		50 [illegible]
1770. January	To Do Received from Ramalachellum on my Account as above		15 [illegible]
	To Do Received from the Inhabitants of Pondery on my Account which is Charged to my Debit		11 [illegible]
	To Cash Received from Company's Cutcherry on my Account as above		11 [illegible]
	To 64 Cullums and 5 Measures and half Paddy Received on my Account which is also Charged to my Debit		13 4 12
	To Interest on Do from 31 Dec. 22 [illegible]		[illegible]

Pagodas 256 19 70.

(1)

Cr

By Amount due to Edmund Pascal — 256. 19 70.

Pagodas 256 19 70.

Pondy. June 22. 1771. Edmd Pascal

(8)

Filed 21 August 1771.

The Answer of Patchapah
an Indian, Defendant, to the Bill
of Complaint of Captain Samuel
Passal of Chingleputt, Complainant

This Defendant, now and at all times hereafter saving
and reserving to himself all manner of Benefit and advan-
tage of Exception to the many Uncertainties Insufficiencies
ficiencies, Allegations, and Imperfections in the said Com-
plaints Bill of Complaint, Contained for Answer thereunto
unto, or so much thereof as this Defendant is Advised is ma-
terial for Him to make Answer Unto. He the Defen-
dant Answereth, and saith, that He is wholly Ignorant of
Each and every Particular Debt, and Charge Alleged to
be due, from the Estate and Effects of the Late Brother in
Account Current Annexed to the said Bill of Complaint
and Except the two Sums, of Fifty Pagodas and Forty Five
Pagodas, said to be paid his Brother Ninapah Mondaliar
Deceased, On the Ninth day of August and on the Seventh
day of September, which were in the Year of Our Lord One
thousand Seven hundred, and Sixty Nine, by the Patchapah
Mondaliar, This Defendant therefore prays the Mention of
of this Honble Court to the following true and Compleat
Narrative, some time before the Decease of Ninapah Mondaliar
This Defendant

(9)

soon met, when the said before mentioned Patchapah Called
in the Deceased Ninapah Mondaliar and asked Him if the
two Recited Sums of Money, to wit, Fifty Pagodas, and Forty five
Pagodas, Should be Carried to the Credit of his Account, with
this Defendants, and the Deceased Ninapahs Brother, Moota
Kistnah, and allowed Him, in part, payment of a Bond, for
Six hundred and Seventy four Pagodas, Due from Him, the
said Patchapah, to Moota Kistnah, to which Ninapahs
Mondaliar, Replied that He Always Understood, that the said
two sums of Money which Patchapah had paid, were on Ac-
count of the said Bond, And, in Order to satisfy all parties he
would go along with Him, to Moota Kistnahs — Whereupon
this Defendant, went with the said Patchapah, and the Deceased
Ninapah, to Moota Kistnah, and was present, when the said
before mentioned Sums of Money, were Unanimously agreed
by all the parties, to be Carried to the Credit of the said Recited
Bond. — Said the Defendant, further saith, That in Answer
to the Demand, made of the Several, Respective Sums, Mentio-
ned in the said Complainants Account Current, He Declared
that He was ready and willing to pay all Debts and
Demands, which Appeared Authenticated from under the
Hand Writing, or Accounts kept by the Deceased Ninapahs
or Could be proved, by the Respective Oaths, of the parties who
had Assisted or pretended, to Assert, that they had paid such
Several Monys, to the Deceased Ninapah on the Sale and
Seperate Account, of the said Complainant, This Defendant
therefore is most Ready, and willing to Abide by the Decision of

each, and every matter, and thing, 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.

William Cranwell
Attorney for the Defendant

Filed the 11th May 1791

The Replication of Edmund Pratt

of Chingleput Captain in the Honourable United East India Company's Service Complainant to the Answer of Patchapah Mordaliar of Madras Defendant

This Replyant 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 Uncertainties Insufficiencies and Imperfections in the said Answer contained for Replication thereunto Saith That he will aver Justify and maintain and Prove his said Bill of Complaint and the Matters therein contained and all and singular the matters and things therein contained to be good certain true 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 evasive and Insufficient And this Replyant further Saith that the said Late Ennat Ninapah Mordaliar Deceased the Defendants Brother in the said Bill of Complaint Named Was within the time and at the time of his Death Justly and truly Indebted unto this Replyant in the Sum of Two Hundred and fifty Star Pagodas Sterling Money

aforesaid Notwithstanding what the Defendant doth further in the Contrary in his said Answer This Replyant further Saith that the Defendant is Answerable to this Replyant for the said Debt and what is or may become Due thereon for the Reasons set forth in the said Bill of Complaint, And Indeed it clearly Appears here in by his own Confession in his said Answer, As he sets forth that he was Ready to Pay all Just Debts and Demands of his said Brother the said Ninapah Mordaliar, And does not deny that he is so still which is as tacit Confession of his having Assets of the said Deceased to make Answer to it, And is binding on him, as this Replyant Conceives at any Rate — This Replyant absolutely denies that the Two Sums of fifty Pagodas and Forty five Pagodas Charged in the said Account Annexed to the said Bill of Complaint was so Paid by Patchapah Mordaliar to the said Ninapah Mordaliar or Agreed to be carried to the Account set forth in the said Answer, and Saith it is an Inconsistent Assertion, as it is highly Probable that the said Patchapah Mordaliar would Ask the said Ninapah Mordaliar whether the said Sums so Paid by the former to the Latter should be Carried to the Credit of the said Patchapah Mordaliars Account with Monto Kistonah, and Allowed as part Payment of a Bond from the said Patchapah Mordaliar to the said Monto Kistonah, Nor is it to be Supposed that the said Ninapah Mordaliar would say the always Understood them Two Sums, Which the said Patchapah Mordaliar Paid to the said Ninapah Mordaliar were Payed on Account of the said Bond to the said Monto Kistonah, And in Order to Demonstrate that both the said Patchapah Mordaliar and the said Ninapah Mordaliar must have been Sensible the said Sums were Paid on quite a Different Account, This Defendant Saith the said Ninapah Mordaliar did Propose

Part Payment of the said Bond But that this Replyant Refused to
Consent thereto as well as the said Patchapah Mondaliar to whom
he also Applyed he the said Patchapah Mondaliar having Paid the
said Sums to him the said Sinapah Mondaliar on Account of a Debt
of Four Thousand and five hundred Pagodas by this Replyant to his
Highness the Nabob And well knowing that on Paying this
Replyants Account with the said Nabob there would be Wages
to this Replyant and then he this Replyant would Call on the
said Sinapah Mondaliar for Payment of them, And with
Regard to all the Rest of the Charges in the Account annexed to
this Replyants said Bill of Complaint he this Replyant doth
Say they are for Cash Paddy and Sheep Received by the said Sinapah
Mondaliar on Account of this Replyant and for which he never
Accounted with this Replyant the Receipt of which Articles will
be Proved on Oath.

All which Matters and things this Replyant
is Ready and willing to Verify Maintain and Prove as this Honble
Court Shall Direct and most humbly Prays as in and by his said
Bill of Complaint he hath already Prayed.

John Sykes
Attorney for the Replyant

Filed the 15th June 1773

The General Rejoinder of

Sinapah Mondaliar of Madras Inhabitant
Defendant to the Replication of Edward
Sweat of Bengal Lent Captain in the Honble
English East India Company's

This Defendant now and at all times hereafter
saving and Reserving unto himself all and all Manner of Benefit and Advantage
of Exception to the many Errors Uncertainties Insufficiencies
and Imperfections in the said Replication Contained for Rejoinder
thereunto Saith that all and Singular the Matters and Things in
this Defendants Answer are Certain true and sufficient in the
Law to be Replied unto in such manner and form as the same
are therein and thereby Set forth and Alledged And that the said
Replication is very Uncertain Evasive and Insufficient for this
Defendant to make any further or other Rejoinder thereunto to
This Defendant also saith Ready in and by his said Answer he
hath Already said and doth Now Will Aver and Maintain
all and every thing and things therein to be true and Certain in
such Manner and form as they and every of them are therein
Alledged and Set forth.

All which Matters and things this Defendant is ready
and Willing to Aver Maintain and Prove as this Honble Court
shall Direct and humbly Prays as in and by his said Answer
he hath Already Prayed.

Pidiam Veitts
Atty for the Defr

Interrogatories to be Administered
and Minuted on the Corporal Oath of the
and Examinate the Complainant and Defendant
Complainant in a Certain Cause now
depending and at Issue in the Honorable
the Mayors Court at Madraspatam
wherein Edward Pauncefoot Esqr
Captain in the Honorable English East
India Company's Service is Complainant
and Nallakapah Moodaliah is Defendant

Witnesses } 1st Do you know the Parties Complainant and Defendant in this
Cause or either of them If Yea how long have you known them or
either and which of them Declare

To Minuted 2d Do you or do you not know Nainapah Moodaliah Deceased in
his Lifetime Brother of the Defendant in the Cause and Declare
to the Complainant in this Cause If Yea Do you or do you not know
whether the said Nainapah Moodaliah did or did not take any Time and when
or about the Month of February which Year was in the Year of Our
Lord One Thousand Seven Hundred and Seventy take or sell or Dispose of
any Paddy or Receive Money for any Quantity of Paddy to
belonging to the Complainant If Yea set forth how much Paddy
the said Nainapah so took or sold or Disposed of for Rice and
Money for belonging to the Complainant and what was the
Value of it According to the Price Paddy sold for at that Time and
how you know this And the particulars of those Matters According to
the best of your knowledge Remembrance Information and Belief
fully and particularly Declare

To Hundred 3d Did you or did you not know Nainapah Moodaliah Deceased in
his Lifetime Brother of the Defendant in this Cause and Declare to the
Complainant in this Cause If Yea Did you or did you not at any
time or about the Month of February which was in the Year of our
Lord One Thousand Seven Hundred and Seventy Receive from One
of the Inhabitants of Paccapanam Coney Poder who by name any Sum or
Money on Account of the Complainant in this Cause If Yea how
much Money did you so Receive And did you or did you not pay or
Deliver the said Sum to the said Nainapah Moodaliah on Account of
the said Complainant Declare

To Hundred 4th Do you or do you not know or have heard or believe that

of December 1682 Anno in the 34th year of our Lord Christ and Seventeen hundred
and Sixty Nine pagos Deliver unto Nainapah Moodaliar
Dubash to the Defendant in the Cause and Debash to the
Complainant in this Cause of Rupees Five Hundred last you to pay him
and in what Account and for which Cause or on which Account
you do pay the same & Dated

Call the Witness } 2d Do you know of any other Matter or thing or have you heard or seen
you or of or concerning the Matter in question in this Cause
that may tend to the benefit or Advantage of the Complainant if Yes
Declare the same as you know have been informed or believe
together with the reasons of your Knowledge as fully as if you had
been thereunto specially & particularly Interrogated

John Stokes

Answer for the Complt

Coast Coast
at Madrasapatnam

Between Edmund Pascal Esqr Chief of Chingleput
Captain in the Honble English East India
Company's Service Complainant and
Nallapah Moodaliar Defendt

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by Virtue of a Commission
in this Court of Record

Moodaliar of Chingleput Merchant & Inhabitant Madras by Profession
Hindoo aforesaid being Produced as a Witness in this Cause On the Part of the Complainant
Sworn on the 19th Day of July 1703 Before me Samuel Lynch Esqr Mayor
Faith & Law & Attorney for the Defendant

and after noon on the Day following came & appeared Deponent
as followeth -

1st ... To the first Interrogatory this Deponent saith that he doth know the Complainant
Edmund Pascal in this Cause and that he hath so known him Ten years
And that he doth also know the Defendant Nallapah Moodaliar in this
Cause and that he hath so known him also Ten years & Upwards
as to what to this Interrogatory

2d ... To the Second Interrogatory this Deponent saith that he did know Nainapah
Moodaliar Deceased in this Cause Brother of the Defendant in this
Cause and Debash to the Complainant in this Cause and that he does
know that the said Nainapah Moodaliar died about the Month of February
which Died was in the year of Our Lord Christ One Thousand Seven Hundred &
Seventy receive from this Deponent who had received from the Inhabitants
of Valagaum a Sum of Money on Account of and belonging to the Complt
in this Cause that the said Nainapah Moodaliar so received does amount
the said Complt accounts the Sum of fourteen Pagodas and thirteen Fanams
and which Sum the said Nainapah Moodaliar had so received this Deponent
to receive from the said Inhabitants of Valagaum on Account of the said
Complainant in this Cause And more or less he this or the last Deponent

Hall Nemo
Exd

The Mark
of Moodaliar

Mayor Coast
Madrasapatnam

Between Edmund Pascal of
Chingleput Captain in the Honble Compy
East India Company's Service Complt
and Nallapah Moodaliar of Madras

Depositions of Witnesses taken in the Cause Depending
Between
Annagoma Pillahy of Negapatn Coringly Aged 46 Years being Produced
& Sworn in the Cause On the Part of the Complainant was on the 19th Day of July
1773. Sworn and Perom'd at the Office of Mr. Gedeon Pelletier one of the Attorneys for the
Defendant by Comdapatamy Servant who also left Hours & Note of the Name Title
and Place of abode of the said Deponent and afterwards on the Day following
being Sworn and Examined Deposeth as followeth —

1st ... To the said Interrogatory this Deponent saith that he doth Know
the Complainant Edmond Pascal in this Cause and that he hath so Known Him
Know the Defendant Vadachapat Moodelier in the Cause and that
He hath so Known Him Six Years — And Deponent saith not to this
Interrogatory

3d ... To the third Interrogatory this Deponent saith that the said Hono
Annapat Moodelier Deceased in his Life Time Brother of the
Defendant in this Cause and Declared to the Complainant in this
this Cause that this Deponent saith that He does Know
that the said Annapat Moodelier did Die about the Month of
February which was in the year of Our Lord One thousand Seven
Hundred and Seventy Six for his own and Servants
Pagodas Two fanams and Sixty Cash that the said Annapat
Moodelier did Deposite of Cash by the Hand of Vadachapat
and Mentioned in the Accounts of Cash Pagodas Two and Fanams
of the said Annapat Moodelier
did Sell

for each Pagoda that Deponent knoweth not whether or not He did any
more in the said Month of February — But this Deponent knows that he
acted had the Charge of the said Complainants Paddy at that time being
One of his Conveyance And more saith not to the last Interrogatory

Matt Parmes
Crowe

of [illegible]

Between Edmond Pascal Chingleput
Captain in the Honble English East India
Company Service Complainant and
Vadachapat Moodelier of Madras Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause Sworn and Deposed
in this Court as followeth —

Tondaroy of Chingleput Cow Keeper Inhabitant in Madras Aged 23 Years being Produced
as a Witness in this Cause On the Part of the Complainant was on the 19th Day of July
1773. Sworn and Perom'd at the Office of Mr. Gedeon Pelletier one of the Attorneys for the Defendant
by Comdapatamy Servant who also left Hours & Note of the Name Title and Place of abode
of the said Deponent and afterwards on the day following being Sworn and Examined
Deposeth as followeth —

1st ... To the first Interrogatory this Deponent saith that he doth Know the Complt
Edmond Pascal in this Cause and that he hath so Known Him Two Years
And that he doth also Know the Defendant Vadachapat Moodelier in
this Cause and that he hath so Known Him Two or three years And
more or less not to this Interrogatory

4th ... To the fourth Interrogatory this Deponent saith that the said Hono
Annapat Moodelier Deceased in his Life Time Brother of the Defendant in
this Cause and Declared to the Complainant in this Cause and that

our Lord One Thousand Seven Hundred and Seventy nine receive from Ouly the Inhabitants of Pacopam Cooly Cynarane Nattangoral Brawine a Sum of Money on Account of the Complainant in this Cause — that he did so receive the Sum of three Pagodas and that this Deponent did deliver the said Sum to the said Ninapah Mondalier and Account of the Complainant in this Cause — And more saith not to this or the last Interrogatory —

Thos. Rymer
Examr.

The mark of
Sundrow

Major Cunnan
Maderaspatnam

Edmund Fancett Esqr
Chingleput Captain with the Honble
English East India Company
Service Complainant and
Nathapah Mondalier of Madras
Defendant

Direct. For the Complt

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

Vencatachellem of Chingleput Country Merchant Produced as a Witness in this Cause On the Part of the Complainant was on the 19th Day of July 1773 Sworn in Person at the Office of Mr Jeffreys Notary Publick & Attorney for the Defendant by Candapatty Cumsah an Interpreter duly Sworn Interpreting between Notary & Witness & Paid his Fees of the said Deponent and after was on the Day following being Sworn and Exd

The Complainant Edmund Fancett in this Cause and that he hath ever known him Six Years — and that he doth also know the Defendant Nathapah Mondalier in this Cause and that he hath not known him Five Years

And more saith not to this Interrogatory —

5th — To the fifth Interrogatory this Deponent saith that he did about the Month of December which was in the Year of our Lord One Thousand Seven Hundred and Sixty Nine pagodas Money to Ninapah Mondalier Deceased Brother to the Defendant in this Cause and Debash to the Complainant in this Cause that this Deponent did so pay him Fifteen Pagodas on Account of a Debt that had been due from some of the Neighbouring Inhabitants to the said Complainant and to which this Deponent had received from the said Inhabitants on Account of the said Complainant for whose Use and on whose Account this Deponent paid the same to the said Ninapah Mondalier And more saith not to this or the last Interrogatory —

Thos. Rymer
Examr.

Additional Interrogatories to be Administered to such Witness as shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause now Depending and at Issue in the Court of the Mayors Court at Madraspatnam wherein Edmund Fancett of Chingleput Captain in the Honble English East India Company is Complainant and Nathapah Mondalier of Madras is

Defendants

Vera Reads 1st Do you know the parties Complainant and Defendant in this Cause or either of them If so how long have you known them or either of them and which of them Declare

Ditto 2d Do you or do you not know any Thing or any Circumstance relating to Money's being received from Pitchapah Moodaliar by Venkapah Moodaliar Deceased Brother of the Defendant in this Cause and Debashed to the Complainant in this Cause If So what Sum or Sums did the said Venkapah Moodaliar receive from the said Pitchapah Moodaliar on Account or Pretence of Debt due to the said Venkapah Moodaliar or Demands of the said Venkapah Moodaliar from the said Pitchapah Moodaliar and when and at what Time or Times did the said Venkapah Moodaliar receive the same and of whom did he receive the same If you know or believe any Thing relating to the Premises declare the same fully and particularly

Ditto 3d Do you know or believe that the Sum of Eleven Pagodas being Charged by the Complainant in this Cause to be Defendant in this Cause was Cast Received by the said Venkapah Moodaliar from Comapoor Chetty If you say that the said Sum was actually Received from the said Comapoor Chetty Set forth the said Debt the Manner how and by what Means it became Due and how do you know the same fully and particularly

Declare

Ditto 4th Do

13

this Cause that may tend to the Benefit or Advantage of the Complainant If Yea Declare the same as you therein have heard or do believe together with the Reasons of your Belief as fully as if you had been thereunto particularly interrogated

John Lyppes
Atty for the Compt

Mayors Court at
Madrasapatnam

Between Edmund Pascal of Chingleput Captain in the Honble Company's Service Complainant and Pitchapah Moodaliar of Madras Inhabitant Defendant
On the Part of the Complainant

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

Vera Reads of Chingleput Merchant but at Present in Madras Aged 45 years being Produced as a Witness in this Cause On the Part of the Complainant was on the 27th Day of July 1773 Sworn in Court to the Office of Mr Gideon Tate who is Attorney for the Defendant by Candapah my Servant who also Left Him a Note of the Name Place and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows

1st ... To the first Interrogatory this Deponent saith that he doth know the Complainant Edmund Pascal in this Cause and that he hath done so Known him Twelve or Thirteen years And that he doth also know the Defendant Pitchapah Moodaliar in this Cause and that he has been known him fifteen years And more or all to this Interrogatory

2d ... To the second Interrogatory this Deponent saith that he does not know any Thing of any Sum or Sums of Money being received from Pitchapah Moodaliar by Venkapah Moodaliar Deceased Brother of the

Defendant in the Cause and Exhibited to the Complainant in this Cause that
that this Deponent doth know that the aforesaid Veerapah Moodelier
being a Renter of a Coomboynian Choultry and having Servants
of the Complainant in that Cause did receive of the Monies out
the said Complainant on the Plaintiffs Account in the
year One Thousand Seven Hundred and Seventy One that the
aforesaid Veerapah did thereupon charge and account to deduct from this
Debt to the Complainant the Sum of Seventy Five Pagodas
which Sum Veerapah had been given to Veerapah Moodelier servant
who was Head Peon to the Complainant Paddy five Pagodas that
he alledged to have given as Custom and fifty Pagodas more
to Coveid Veerapah Moodelier that the said Veerapah Moodelier did
pay the same paid Veerapah aforesaid Seventy Pagodas on the
Ninth Day of August One Thousand Seven Hundred and Seventy Nine
and forty four Pagodas on the Twenty Sixth Day of September
following and wanted to have further the Interest on the Sums
from the said Times at the Rate of Two per Cent per Month
from this Debt to the Complainant aforesaid But the said
Complainant did not pay or allow either of the aforementioned Sums
on Account that this Deponent knows that he was employed
by the Complainant to have Cause Peter Auch to Settle his
Master Account with the said Veerapah Moodelier and
is without to this Interrogatory

To the third Interrogatory this Deponent saith that the Sum
of the Sum of Eleven Pagodas mentioned
in this

said Sum was not really received from the said Canapoor Chetty — that
the said Eleven Pagodas was the Amount of a Paddy belonging to the
Complainant in this Cause of which the aforesaid Veerapah Moodelier
had Ordered one Armogaron a Coniquply belonging to the Complainant
and who had charge of this Paddy to Distribute to a Dancing Girl
to the Value of Five Pagodas to one Meola to the Value of three Pagodas
and of which to the Value of three Pagodas sold to the Inhabitants
of a Place called Cauppam Gowry — the said Veerapah Moodelier
had received Money for from Standaroo a Peon who had collected it
from the said Inhabitants on Account of the Complainant in this
Cause — that it was told to the Complainant — that the said
Eleven Pagodas had been received by the said Veerapah Moodelier
from Canapoor Chetty because Veerapah Moodelier had Ordered
the said Armogaron Coniquply to sell the above down in his Accounts
not said to orally given paid to a Dancing Girl as above
agreed but as told to Canapoor Chetty aforesaid — That this Deponent
knows the above by the Information of the aforesaid Armogaron
Coniquply who told it to this Deponent in whom this Deponent
was settling the Complainants Paddy Accounts about seven
Months after the Decease of the said Veerapah Moodelier — And
more saith not to this or the last Interrogatory —

Hall Rooms
Exam.r

Sworn &c

Further additional Interrogatories
to be Administered to each Witness on the part and behalf of the
Sworn and Examined on the part and behalf of the

and at Fort St George in the Honorable the Mayor Court &c &c &c Between

Edmund Pascal of Chinglepat England in the Service of the Honble English East India Company is Complainant and Nattagopaly Modaliar of Madras Defendant

Jones Interpr

1st Deposition of the Complainant and Defendant Sworn to the Interpretation of them Gentlemen I have well known them both for many Years Dated

To Pattan Annah Modaliar

2d Did you ever dispute with the Complainant Edmund Pascal any time since the Month of November 1752 in the Year of our Lord One Thousand Seven hundred and Sixty three or Receive any Money for and on Account of the said Complainant If Yea How much Money did you pay to the said Nattagopaly Modaliar Dated

To Autoor Ramah Reddy

3d Did you know of any other Matter or Thing or have you heard or can you tell of any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Complt If Yea Declare the same as you know have been informed or believe together with the reasons &c

Deposition of the Witness

Between Edmund Pascal of Chinglepat Captain in the Service of the Honble English East India Company is Complainant and Nattagopaly Modaliar of Madras is Defendant

On the Part of the Complainant

Autoor Ramah Reddy of Autoor Inhabitant Aged forty Years or thereabouts being sworn and examined on the Part of the Complainant this Sixteenth Day of November Anno Domini One Thousand Seven hundred and Seventy three Deposeth and saith as follows

1st To the first Interrogatory this Deponent saith that he knows the Complt Edmund Pascal and that he has often known him since the first Coming of the said Complt to this Country and this Deponent doth also know the Defendant Nattagopaly Modaliar of Madras and has often known him these Ten or Twelve Years

2d To the Second Interrogatory this Deponent saith that he did not give any thing to the said Nattagopaly Modaliar Brother to the Defendant on Account of Captain Edmund Pascal but about the Month of November in the Year of Our Lord One Thousand Seven hundred and Sixty Seven but that he did give about four Months after that Time or thereabouts One Thousand and Two hundred Chinny Fanams Marcals of Paddy worth the Sum of Six Pagodas and about Six Marcals of Paddy which the said Nattagopaly Modaliar on Account of Captain Edmund Pascal and Mr Charles Purnell sent to this or the last Interrogatory

3d To the last Interrogatory this Deponent saith that about the Time of the above Date or thereabouts some Lascars that were sent out by Captain Edmund Pascal carried away or drove to the Fort One hundred and Eighty of this Deponents Sheep and that the Lascars with the Nattagopaly went to Captain Pascal whereupon that Gentleman sent to this Deponent desiring that he would take all the Sheep or Lambs to the Fort which this Deponent accordingly did and then Captain Edmund Pascal returned

Solemn Declaration and shall be Attained and kept this Remainder Viz:
Eighteenth that He (the Deponent) or his own Knowledge Heard the Captain
Pascal Declare the Value thereof from his Answer unto the Said Captain
Edmund Pascal And this Deponent saith that he doth not know any other
Matter or thing, neither has he ever heard, nor can he set forth any other
Thing touching the Matters in Question in this Cause

R: D: Munro
Tho.s Bridges } Commissioners

Edmund Pascal of Chingleput
Captain in the Service of the United English
East India Company &c Complainant and
Sadchapah Moodaliar of Madras Defendant

On the part of the Complainant

Depositions of Witnesses taken on the Part of the Complainant
Mauran at Chingleput on the fifteenth Day of November Anno Domini one thousand
seven Hundred and seventy three in pursuance of a Commission issuing out of the
Mayors Court at Madraspatnam Directed to the Hon.ble Robert Dawson Munro and
Captain Thomas Bridges

Pallaty Aunal Moodaliar Inhabitant of Pallaveram aged fifty Years
a Witness duly sworn and examined on the Part of the Complainant the
Day and Year above written Upon his and on their oaths as follows

1st ..... To the first Interrogatory this Deponent on his Oath saith he knows the
Complainant Edmund Pascal and that he the latter knows him
eight or nine Years or thereabouts And this Deponent believes and knows
the Defendant Sadchapah Moodaliar of Madras

2nd ..... To the second Interrogatory this Deponent on his Oath saith that he is entirely
of Captain Edmund Pascal the Complainant Friend and on behalf
People

Inhabitant of Pallaveram to pay for him the Defendant the Pagoda
Moodaliar three Dubash to Captain Edmund Pascal but said to be
Lives Advanced, and that he Received a Receipt for the same by the Hands
of the said Moodaliar Commanding and More he can't say not to this or the last
Interrogatory

3d ..... To the last Interrogatory this Deponent on his Oath saith that he doth not know
any other Matter or thing neither has he ever heard Nor can he set forth
any thing touching the Matters and Questions in this Cause

R D: Munro
Tho.s Bridges } Commissioners

Further Additional Interr
ogatories to be Administered to such
Witness as shall be produced Sworn and
Examined on the part and behalf of the
Complainant in a certain Cause now
Depending and at Issue in the Hon.ble
the Mayors Court at Madraspatnam
Wherein Edmund Pascal of Chingleput
Captain in the Service of the Hon.ble
English East India Company is Complai
nant and Sadchapah Moodaliar of
Madras is Defendant

Sadchapah Moodaliar 1st Do You know the Parties Complai
nant and Defendant in this Cause or either of them & How
long have You known them or either and which of them

Declare

To

To Ditto 2d Did You or did You not at any time or times in or about the Months of August or September which was in the Year of Our Lord One Thousand Seven hundred and Sixty Nine Receive any Sum or Sums of Money to Ninagopaly Modaliar Deceased Brother to the Defendant and Debatable the Complainant in this Cause on Account of a Loan or on any other Account if Yea how much & When & Where & from whom & Did You so give Pay or Deliver to the said Ninagopaly Modaliar and on what Account & what particulars Were or were not the Sums of Money or Effects given paid or Delivered to the said Ninagopaly Modaliar at any time afterwards Charged to the said Complainant and by him the said Complainant paid or allowed in Account if Yea & how & when & by whom was the same so Charged to the said Complainant & what say you to the Truth thereof & what Account or particulars were the same Charged in

To Ditto 3d Do You know of any other Matter or thing or have You heard or can You tell of any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Complainant if Yea Declare the same as You know have heard or believe together with the Reasons of your Belief as fully and as You had been thereunto Particularly Interrogated

John Sykes
Attorney for the Complt

Mayor's Court at
Madraspatnam

Peterson Esqr Mayor

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

Patchaypah Moodaliar of Madras Inhabitant Aged 35 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 2d day of September 1774 Sworn and Examined at the Office of Mr Gideon Linthwaite one of the Attorneys for the Defendant by Candapiah my Servant who also Left with me a Note of Interrogatories on the Part of the Complainant

To the first Interrogatory this Deponent saith that He doth Know the Complainant Edmund Pascal in this Cause and that He has been known to him Seven or Eight Years or thereabouts and that He doth also know the Defendant Patchaypah Modaliar in this Cause and that He has been known to him Twenty Years or thereabouts and more as the Interrogatory

To the Second Interrogatory this Deponent saith that He did about the time or times in or about the Months of August or September which was in the Year of Our Lord One Thousand Seven Hundred and Sixty Nine give pay or Deliver to the said Ninagopaly Modaliar Brother to the Defendant and Debatable the Complainant in this Cause on Account of a Loan and that to the best of this Deponents Recollection he did so give pay or Deliver to the said Ninagopaly Modaliar Ninety or Ninety five Pagodas and that he did pay the same on Account of Moodeu Richeuda Brother to the said Ninagopaly Modaliar and the Sums of Money so given and paid or Delivered by this Deponent to the said Ninagopaly Modaliar was not at any time afterwards Charged to the said Complainant and by him the said Complainant Paid or allowed in Account as this Deponent believes or other Matters or things herein Interrogated And knows saith not to this or the last Interrogatory

Examined on the 2d day of September 1774 Sworn and Examined at the Office of Mr Gideon Linthwaite one of the Attorneys for the Defendant by Candapiah my Servant who also Left with me a Note of Interrogatories on the Part of the Complainant

To the first Interrogatory this Deponent saith that He doth Know the Complainant Edmund Pascal in this Cause and that He has been known to him Seven or Eight Years or thereabouts and that He doth also know the Defendant Patchaypah Modaliar in this Cause and that He has been known to him Twenty Years or thereabouts and more as the Interrogatory

To the Second Interrogatory this Deponent saith that He did about the time or times in or about the Months of August or September which was in the Year of Our Lord One Thousand Seven Hundred and Sixty Nine give pay or Deliver to the said Ninagopaly Modaliar Brother to the Defendant and Debatable the Complainant in this Cause on Account of a Loan and that to the best of this Deponents Recollection he did so give pay or Deliver to the said Ninagopaly Modaliar Ninety or Ninety five Pagodas and that he did pay the same on Account of Moodeu Richeuda Brother to the said Ninagopaly Modaliar and the Sums of Money so given and paid or Delivered by this Deponent to the said Ninagopaly Modaliar was not at any time afterwards Charged to the said Complainant and by him the said Complainant Paid or allowed in Account as this Deponent believes or other Matters or things herein Interrogated And knows saith not to this or the last Interrogatory

Examined on the 2d day of September 1774

Interrogatories Administered to be
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 Hon^ble the Mayors
Court of the Untapagam between Edmund Pascal of
Chittagong Captain in the Hon^ble Companys
Service in the Coast Complainant and Catchapah a Mo-
dalier of Madras Inhabitant in Defendant

To Shasha Pilla } 1st Do You know the Parties Complainant and Defendant in this Cause or
either of them If Yea how long have You known them or either & which of them and how
To the Same } 2 Were You or Was Your Interpreter present at or about the Fourth Day of April in the Year of Our Lord One Thousand Seven Hundred and Seventy three being the Fifth Year of the Reign of His present Majesty King George the Third when the Parties or either of the Defendant in this Cause were then Interrogated Before the Worshipful Mayor and the Rest of the Gentlemen of the Court Then Present and if Yea Did You or Did Your Interpreter then Interrogate the said Modaliar Catchapah Modaliar if he the said Catchapah Modaliar came to the House of the said Senagapah Modaliar & Whether the said Catchapah Modaliar Senagapah Modaliar lay sick And if You or did Your Interpreter then ask the said Catchapah Modaliar what he had to say relative to the Summons sent him by the said Senagapah Modaliar & Whether the said Catchapah Modaliar Ninety five Pagodas due from him to the said Senagapah Modaliar & Whether the said Catchapah Modaliar Make Answer Catchapah Modaliar did or did not tell the said Senagapah Modaliar & Brethren Modaliars that he the said Catchapah was Indebted unto Monthrishnen Modaliar Senagapah Modaliar & Brethren in the sum of Six hundred Pagodas but Catchapah Senagapah & Brethren in the sum of Six hundred Pagodas but Catchapah Might Abate the Ninety five Pagodas in Question out of the aforesaid Six hundred Pagodas and if Catchapah Senagapah & Brethren Six hundred Pagodas, and did or did not the aforesaid Catchapah Agree thereto and did or did not the aforementioned Senagapah & Brother Desire the said Catchapah Modaliar to go to his the said Senagapah Modaliar & Monthrishnen who was then on the said Senagapah Modaliar House and speak to him About it & did or did not the aforesaid Catchapah in Consequence of Senagapah Desire go to the aforementioned Monthrishnen Speak and Agreement between the said Senagapah Modaliar & Catchapah Modaliar had said Concerning the Ninety five Pagodas in Question If Yea what Answer did the said Monthrishnen Make thereto

To Shasha Pilla 3d 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 Declare the same as you know have been Informed or do believe with the Reasons of such your Belief as fully as if you had been therein particularly Interrogated

Gideon Forbes
Attorney for the Defendant

Mayors Court at Madrasspatnam

Between Edmund Pascal of Chittagong Esqr Captain in the Hon^ble Companys Service Complainant and Catchapah a Modaliar of Madras Inhabitant Defendant

On the Part of the Defendant

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

Shasha Pilla of Madras Salt Farmer Aged 50 Years or thereabouts being produced and Witness in this Cause On the Part of the Defendant On the 10th Day of July 1773 Sworn and Exd at the Office of Mr. Stokes Sykes who as Attorney for the Complainant by Cuddapah my Steward who also left Shasha a Note of the Time Title and Place of Exam^on of the said Deponent and afterwards on the 12th Day of the same Month 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 so known Him for Six or Seven Years And that He doth also Know the Defendant Catchapah Modaliar in this Cause and that He hath so known Him fifteen Years or thereabouts And more saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that He was present on the Fourth Day of April which was in the Year of Our Lord

One Thousand Seven Hundred and Seventy at the House of Ninapah Mordalier now Deceased the Brother of the Defendant in this Cause when Cumapatham Patchapah Mordalier came to the House of the said Ninapah Mordalier at the Time the said Ninapah Mordalier lay sick And that the Deponent did hear the said Patchapah Mordalier ask the said Ninapah Mordalier what he had to say relative the Sum of Ninety Five Pagodas due from him the said Ninapah Mordalier to the said Patchapah Mordalier And that the said Ninapah Mordalier did make Answer that as he the said Patchapah was indebted unto Mood kistna Mordalier his Ninapah's Brother in a Sum of Money for that Purpose then the Deponent did not hear mentioned the Patchapah might deduct the Ninety Five Pagodas on Account out of the said Sum And that the aforesaid Patchapah did agree thereto, and that Ninapah did further desire the said Patchapah Mordalier to go to his (Ninapahs) Brother Mood kistna aforesaid who was then in the said Ninapahs Mordaliers House) and speak to him about it And that the aforesaid Patchapah did in Consequence of Ninapah Desire go to the said Mood kistna and enquired him of what Ninapah Mordalier had said concerning the Ninety five Pagodas in Question And that the said Mood kistna made Answer that it was true that the Patchapah owed a Sum of Money to him Mood kistna, and that he might deduct from it the aforesaid Ninety five Pagodas that the said Mood kistna his Brother Ninapah owed to them Patchapah And that the said Patchapah agreed and consented so to do And more saith not to this 10th the last Interrogatory

Hall Rumer
Examd

(35)

19

Mayor's Court at Madraspatnam

Tuesday the 31st day of May Anno Domini 1775

L.S

Mayor's Court

Present

James Hodges Esquire Mayor
Thomas Powney George Savage
Andrew Majendie Aldermen

Between Edmund

Pascal of Chingleput Captain in the Honble Company's Service but at present Residing at Madras Complainant and Patchapah Mordalier late of Madras Deceased Defendant

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with an Account Current Annexed thereto the Defendants Answer the Replication the General Rejoinder, The Interrogatories and Depositions on the part of the Complainant The Interrogatories and Depositions on the part of the Defendant Cur Hearing the Pleadings read Read Read by the Attorneys on both Sides and on due Consideration had thereon This Court doth Order and Decree and Doth Accordingly Order and

Decree that the Defendant shall pay unto the Complainant the
Several Sums of Forty One Pagodas Twenty three fanams
Pag.s 31. 22. / Fourteen Pagodas / Pag.s 16. — / Fifteen Pagodas
Pag.s 16. — / Sixteen Pagodas / Pag.s 15. — / Fourteen Pagodas
Pag.s 14. — / Thirty Three Pagodas Pag.s 33. — / Three
Pagodas Pag.s 11. — / and Seventy Two Pagodas Two fanams
& Forty Cash / Pag.s 22. 4. 40 / together with Interest
Interest as now or shall hereafter become Due thereon Amounting
thereform the sum of Sixty Pagodas / Pag.s 58. — / and Sixty
Two Pagodas / Pag.s 62. — / the same not having been Ba-
red with such Interest now or shall hereafter become due
thereon It is further Ordered and Decreed that such Party do
recover Costs of Suit as they have prevailed in the Suit.

Per Curr

Filed the 1st August
1774

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining sheweth
unto this Honble Court your Orator Billy Smith of Chittoor
Surgeon by his Attorney Duncan Mynder of that Country
Merchant that Raguepah Subadar of the Battalion of Foot
Commanded by Captain Bence now quartered in and about
Madras Humbly and truly indebted unto your Orator in
the Principal Sum of Four Hundred and seventy Star Pa-
Current Money of Madras Making one Thousand Money of
Great Britain after the Rate

the Principal of this Bond or Obligation bearing date the twenty third
day of December in the Year of our Lord One Thousand Seven Hundred
and Seventy three whereby he did Oblige himself to pay the said Principal
with an Interest of Ten p.r Cent p.r annum in Six Months from the
day of the date thereof as will more fully appear by the said Bond or
Obligation bearing date as aforementioned under the Hand and Seals of the
said Raguepah and which is ready to be produced to this Honble Court
if required, And Whereas your Orator hath frequently and in an Amia-
ble Manner requested payment from the said Raguepah of the said
Sum of Four hundred and Seventy Pagodas together with the Interest
But now so it is & may it Please this Honble
Court the said Raguepah Obstinately and Wilfully refuseth to pay
the same or to give your Orator any Manner of Satisfaction touching
the Premises your Orator therefore prays a General Relief as
to this Honble Court shall appear Agreeable to Equity and good
Conscience To the End therefore that the said Raguepah 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 al-
ledged as fully truly and Effectually to all Intents and Purposes as
if the same were here again Repeated and Particularly Interrogated
and that he may be Decreed to pay unto your Orator the aforesaid
Sum of Four hundred and Seventy Pagodas with all such Inte-
rest as now is or shall hereafter become due thereon also all Cos
of the Suit. May it Please this Honble Court to
Cause the said Raguepah 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 for

and Decree therein as to this Hon^ble Court shall seem meet

Chas^t Bromley
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 7^th Day of February Anno Domini 1775

Present

James Hodges Esquire Mayor
Reynold Adams
Ludovic Mayersdy & John Isaac
Aldermen

Between Alley Lucas of Vellore Surgeon by his Attorney Andrew Ramsay Inhabitant of Fort Saint George Merchant Complainant and Paguna pah Subadar of the Battalion of Sepoys Commanded by Captain Bruce now quartered in and about Madras Defendant

The Defendant being in Court and acknowledging the Service of the Complainants Demand This Court doth therefore think fit to Order and

and Seventy Pagodas Pay^t 470 — 2) together with all such Interest as now is or shall hereafter become Due thereon Untill full Payment is made also all Costs of this Suit

p Cur

Vellore the 18 Dec^r 1773

To the Hon^ble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator Reynold Adams of Fort Saint George Merchant That Alletore Pudmanabah Chitty of Madras Merchant Stands Indebted unto Your Orator in the full and Just Sum of Five hundred Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings every Pagoda the Sum of Five hundred Pounds Arising on his the said Alletore Pudmanabah Chittys Bond or Writing Obligatory to Your Orator bearing Date the first Day of January in the present Year of our Lord One Thousand Seven hundred and Seventy three And in Lieu of Interest on and for the said Principal Sum of Five hundred Pagodas Your Orator was to receive from the said Alletore Pudmanabah Chitty half the Rent arising from a Bankshall which is particularly described in a Mortgage Bond bearing equal Date with the said Bond Whereby for the payment of the same together With the said Principal Sum of five hundred Pagodas the said Bankshall was Mortgaged to Your Orator As will fully and at large appear by a Copy of the said Mortgage and the said Bond hereunto Annexed for the Inspection of this Hon^ble Court and which Your Orator prays May be Admitted as part of this his Bill of Complaint The Original whereof being in Your Orators

Custody and ready to be produced for the Inspection of this Honble Court when required, And your Orator further shewth unto this Honble Court that he hath frequently and in an Amicable Manner Required Payment from the said Mootoo Pudmanabah Chitty of the said Sum of Five hundred Pagodas and also of the Purchase Money of the Rent of the said Banksaul

But now so it is may it Please this Honble Court the said Mootoo Pudmanabah Chitty Contumaciously and Wrongfully Refuses to Pay the same or to give your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Mootoo Pudmanabah 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 and purposes as if the same were here upon Repeated and particularly Interrogated and more Especially that he may set forth and Discover how much the half of the Rent of the said Bankshaul Amounts to and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Five hundred Pagodas and the said one half of the Rent of the said Bankshaul with such Interest as now or shall hereafter become due thereon and all Costs of this Suit

May it Please the Honble Court that the said Mootoo Pudmanabah Chitty may be Summoned and required by the Sheriff

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Court personally and Appointed them and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

John Sykes
Attorney for the Complainant

4th Dec 1773
This Bill was Shewn to me in the Days of Government, Lota
Summons Gone thereon
returnable the next Court Day
George Baker
Mayor

Know all Men by these Presents, that I Mootoo Pudmanabah Chitty of Madras Merchant am held and firmly bound unto Mr Reynold Adams of Fort Saint George Merchant in the penal Sum of One Thousand Star Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Reynold Adams his Heir Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Fort Saint George this first Day of January in the Year One Thousand Seven hundred and Seventy three

Whereas the above bound Mootoo Pudmanabah Chitty hath Borrowed and Received of the above named Reynold Adams the full and just Sum of Five hundred Star Pagodas and in lieu of obtaining the said Reynold Adams to Receive one half of the Rent arising from a Bankshaul which Bankshaul is particularly described in a certain Mortgage Bond of this date from the said Mootoo Pudmanabah Chitty to the said Reynold Adams

Now the Condition of this Obligation is such that

of the above bound Atteloor Pudmanabah Chetty his Heirs Execu-
tors, Administrators or Assigns, shall well and truly pay or cause
to be paid unto the said Reynold Adams his Heirs Executors, Adminis-
trators or Assigns, the full and just Sum of Five hundred Star
Pagodas together with one half part of the said Rent arising from
the said Bankshall until full payment of this Bond is made
then this Obligation to be void and of no Effect otherwise to continue
in full force and Virtue.

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

Reynold Adams is to receive half the Rent arising from a Bank
-saul hereafter mentioned and for which he has given a Separate
Bond, and for Securing the Payment of the same to the said
Reynold Adams his Heirs Executors Administrators or Assigns
He the said Atteloor Pudmanabah Chetty Hath Bargained
Sold Assigned Transferred and Set over and by these presents
Doth Bargain sell Assign Transfer and Set over unto the
said Reynold Adams his Heirs Executors Administrators and
Assigns, all that Bankshall and Ground lying by the Sea side
in the Mootaly Pettah between the Nabobs House and Ground
and that of Soorlah Appiah and Known by the name of Atteloor
Pudmanabah Chetty's Bankshall near Chantier Street and all
and Singular other the Premises with the Appurtenances there-
unto belonging or in any wise Appertaining and all my right
Title Interest Claim and Demand whatsoever of in or to the said
premises and every part thereof To have and to hold the
said Bankshall and Ground and all and Singular other the pre-
mises abovementioned with the Appurtenances thereunto belong-
ing unto the said Reynold Adams his Heirs Executors Adminis-
trators and Assigns from henceforth to and for his and their own
proper use and behoof for Ever.

Now the Condition of this Obligation is
such that if the above bound Atteloor Pudmanabah Chetty
his Heirs Executors or Administrators shall well and truly
pay or cause to be paid unto the above named Reynold Adams
his Heirs Executors Administrators or Assigns the full and just
Sum of Five hundred Star Pagodas Current Money of Madras
[illegible] the Expiration of One Year from the date hereof

Know all Men by these Presents that I Atteloor Pudma-
-nabah Chetty of Madras Merchant am held and firmly bound
unto Mr Reynold Adams of the same place Merchant in the
Penal Sum of One Thousand Star Pagodas Current Money of
Madras to the payment whereof well and truly to be made to the
said Reynold Adams or his certain Attorney Heirs Execu-
tors Administrators or Assigns I do hereby bind myself my Heirs
Executors and Administrators firmly by these presents Witness
whereof I have hereunto set my hand and Seal in Fort St
George the first day of January in the Year of our Lord One Thousand
seven hundred and twenty three

Whereas the above bound Atteloor Pudmanabah Chetty
hath Bar[illegible]

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Sarah George Merchant Complainant

and Sittalore Pudmanabah Chitty of

Madras Merchant Defendant

It appearing by the Records of this Court that the Space of Six Months the Time Limited in his Majestys Charter is Expired since the Return of the Warrant of Sequestration issued against the Defendants Effects And that the Defendant hath not made any appearance in Court to Answer the Complainants Bill, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five Hundred Pagodas Pags 500 ... /together with all such Interest as now is or shall hereafter become Due thereon Until full Payment is made also all Costs of this Suit.

By Court.

Filed this 3d Feby 1775

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Francisco Xavier Dabilvaz of Madras Writer That Thoar Chalvaroyen late of Tanjore but at Present at Madras Inhabitant Stands Indebted unto Your Orator in the full and Just Sum of Two hundred and Fifty 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 Pounds Arising on his the said Thoar Chalvaroyen Mortgage Bond to Your Orator bearing date the Twenty fifth November

together with Half the Rent of the Bankshall as formerly this Obligation to be void and of no Effect otherwise to remain in full force and Virtue.

Signed Sealed and Delivered
(where no Stamp Papers is to be had)
in the presence of

The Aforegoing are true Copies of their Originals

John Sykes
Attorney for the Complainant

Mayor's Court at
Madraspatnam

Tuesday the 3d Day of February
Anno Domini 1775

L.S.

Present

James Hodges Esqure Mayor
Reynold Stevens
Andrew Mayendie & John Sweny
Aldermen

Signed Seal'd

in the Year of Our Lord one Thousand Seven hundred and Seventy four for the said Principal Sum Five hundred and Fifty Pagodas & Interest which said Mortgage & Bond is in Your Honors Custody & ready to be produced for the Inspection of this Hon^ble Court when required And Your Order further Herein to make this Hon^ble Court that he hath frequently & in an Amicable Manner required Payment from the said Sheer Chalavaryen of the said Sum of Five hundred and Fifty Pagodas

But now so it is May it please this Hon^ble Court the said Sheer Chalavaryen Unmindful and Wilfully Refuse to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Generall Writt of Subpœna to the Hon^ble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Sheer Chalavaryen may upon his Corporal Oath full true Direct & perfect Answer Make to all & singular the Matters and things herein before set forth and Alledged as fully truly & Effectually to all Intents & purposes as tho the same Were here Again Repeated & particularly Interrogated & that he may be Decreed to pay unto Your Orator the aforesaid Sum of Five hundred and Fifty Pagodas With Interest thereon from the time the same is or shall hereafter become due Known also all Costs of Suit

May it please the Hon^ble Court to Cause the said Sheer Chalavaryen to be Summoned and Required by the Sheriff of Our Lord Saint George Fort of Madraspatnam and the Assistants thereof

Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon^ble Court shall seem Meet

3^d February 1775
This Bill was shewn to me in the Days of Adjournment & Let a Summons Issue thereon returnable Next Court Day

James Hodges
Mayor

John Sykes
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 7^th Day of February Anno Domini 1775.

Lot

Mayor's Court

Present

James Hodges Esquire Mayor
Reynold Adams ——
Andrew Majendie & John Turing
Aldermen

Between Francisco Xavier Da Silva of Madras Writer Complainant and Sheer Chalavaryen late of Tanjore but at Present at Madras Inhabitant Defendant

The

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The Defendant by Mr Gordon Saith Mr Counsel
Shaw being in Court and Acknowledging the Assistance of the Complainants Counsel, This Court doth Adjudge for Right to be done Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two hundred and Fifty Pagodas / Rup.s 250 ... Together with all such Interest as now is or shall hereafter become Due thereon till full Payment is made also all Costs of this Suit

By Cur

Recd the 12th Decr 1771

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Robert Wood Captain in the Service of the Honble Company That Machala Verdapah of Madraspatnam Inhabitant Maistre Tindelas unto your Orator on the full and just Sum of two hundred Pagodas Current Money of Madras or the Money of Great Britain at the Rate of Eight Shillings every Pagoda The sum of Eighty Pounds or thereabouts as more fully and Large appear by an Account of a Mortgage bond or Deed of Assurance remains for the Inspection of this Honble Court which your Orator prays the same may be Admitted as part of this his Bill of Complaint

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further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Machala Verdapah of the said Sum of Two hundred Pagodas

But now so it is May it please this Honorable Court that the said Machala Verdapah Obstinately and wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction Touching the premises Your Orator therefore Prays a General Relief as such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Machala Verdapah upon his Corporal Oath full true Direct and Perfect Answer Make to all and Singular the Matters and things herein before set forth and alledged As fully truely and Effectually to all Intents and Purposes as if the same were herein again Repeated and particularly Interrogated and that he May be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred Pagodas with all such Interest as now is or shall hereafter become Due thereon also all Costs of the Suit

May it please this Honble Court to Cause the said Machala Verdapah to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

W.J. Dupuy
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 7th Day of February Anno Domini 1775

Present

James Hodges Esquire Mayor

Reynold Adams

Andrew Majendie & John Turing

Aldermen

Between Robert Wood a Captain in the Service of the Honble Company Complainant and Machala Veeapah of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Defendant hath been Served with the Usual Rules to Answer the Complainants Bill but wilfully and Obstinately refusing so to do, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two hundred Pagodas Pags 200 — together with such Interest as now is or shall hereafter become Due thereon Untill full Payment is made also all Costs of this Suit

By Cur

Mayor's Court

Madras 8th November 1772

I Machala Veerapah Depose that Mudigoppa by order Robert Wood of the same place Merchant did about the 15th March last arrest me at the Choultry Bunder and Detained me a Prisoner in the Custody of Peday Reddy which Ground Rent is from Cella Nomaly Mastry Enclosing on three sides 35 ft and in Length 75 feet the Choultry Wall of the Ground was provided by the Committee which Rent Mudigoppa did Demand 250 Pags two hundred and fifty Pagodas Current Money of Madras Which sum I Promise to pay and Discharge at the Rate of 12 ½ Cent per Annum as per Bond of January Next And faithfully perform to all the said Debts Publick Affairs and shall pay you on Demand Mudigoppa shall pay You immediately Upon this Mortgage Mytheen by My Consent Witness Mauga Peddy Said Underwritten by Their Knowledge Drawn by Office Richard Mundy

Witnesses

Gody Manga Peddy &c

Signed

Machala Veerapah

Translation as near as Can be from the Original Language drawn & Interpreted by Dayanaig

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Filed the 16th June 1775.

To the Honorable the Mayors Court at Madras Patam

Humbly Complaineth

Filed the 16th June 1775.

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Sykes of Fort St George Merchant Gentleman That Aumarumpatta Comara Swamy Pillah Aumarumpatta Vellauda Pillah of Madras Conicopolye Merchants unto Your Orator in the full and just sum of Two Thousand Pagodas Currant Money of Madras Making in English Money of Great Britain at the rate of Eight Shillings for each Pagoda the sum of Three hundred Pounds as All more fully and at large Appears by a Bond or Mortgage Bond herewith produced for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this your Orators Bill of Complaint And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Humble Manner Applied & Solicited unto the said Aumarumpatta Comara Swamy Pillah and Aumarumpatta Vellauda Pillah of the said sum of Two Thousand Pagodas

But now so it is may it please this Honble Court the said Aumarumpatta Comara Swamy Pillah and Aumarumpatta Vellauda Pillah Wilfully and Obstinately refuse to pay the same or to give your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief as to this Honble Court shall appear agreeable to Equity and good Conscience & the Case that they the

Defts full true Direct and perfect Answer Make to all and singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were here again Repeated and Scrationly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand Pagodas with all such Interest as Now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honorable Court to Cause the said Aumarumpatta Comara Swamy Pillah and Aumarumpatta Vellauda Pillah to be Summoned and required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honorable Court at a Certain time and place to be by this Honorable Court for that Purpose Fixed & Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

John Sykes
Attorney for the Complainant

Know all Men by these Presents that We Aumarumpatta Comara Swamy Pillay and Aumarumpatta Vellauda Pillay of Madras Conicopolye are held and firmly bound unto John Sykes of Fort St George Merchant in the Penal Sum of Two Thousand Pagodas Currant Money of Madras to the Payment Whereof well and truly to be Made unto the said John Sykes his Heirs Executors Administrators or

Ajoyous We do hereby bind Ourselves Jointly and Severally
Our and each of Our Heirs Executors and Administrators
firmly by these Presents Sealed with Our Seals and
hereunto Subscribed Our Hands and Dated this Twen-
eighth Day of January in the Year of Our Lord One Thousand
Seven hundred and Seventy four

Whereas the above bound Sumaroompatta Comara Swamy Pillah
And Sumaroompatta Velanda Pillay have Borrowed and Received
of the above Named John Sykes the full and just sum of Five Thou-
Pagodas Current Money of Madras to carry Interest at the rate of
Eight per Cent per Annum Payable Annually at the end of Every
And for Securing the Payment thereof unto the said John Sykes his
Executors Administrators or Assigns They the said Sumaroompatta Comara
Swamy Pillah and Sumaroompatta Velanda pillah Have and each of
for himself Hath Granted Bargained Sold Assigned Transported and
Set over and by these Presents Do and each of them Doth Grant Bargain
Sell Assign Transfer and Set over unto the said John Sykes his Heirs
tors Administrators and Assigns All that piece of Ground containing
Length from North to South Ninety feet and in Breadth from East to
thirty feet which Premises are situated at Pedda Naiks Pillah
Street at Purrumal Pagodas Garden Lodge Between the Ground
Veerasawmy Chellapah and Sumaroompatta Velanda Pillay Which
Ground was Purchased by the said Sumaroompatta Comara Swamy
pullah of Mr James Hall as per Deed
from South to North Ninety feet and in Breadth from East to
feet which Premises are situated at Pedda Naiks Pillah
at Purrumal Pagodas Garden

James Hall Together with the Bills of Sale or Title Deeds of the said two
Pieces of Ground also a House and Premises Erected and Built on the said Piece
of Ground and all and Singular the Premises & Appurtenances whatsoever
to the said House and Grounds belonging or Appertaining And all the said
Sumaroompatta Comara Swamy Pillah And Sumaroompatta Velanda
Pillay's Right Title Interest Claim and Demand Whatsoever of in and to
the said House Grounds & Premises and Every part and Parcel thereof To
have and to hold the said House Grounds and Premises and every part
and Parcel thereof with all and Singular the Premises with the Appurtenan-
ces thereunto belonging unto the said John Sykes his Heirs Executors Adminis-
trators and Assigns to and for his and their own proper Use and behoof for Ever
Now the Condition of this Obligation is such that if the
above bound Sumaroompatta Comara Swamy Pillah And Sumar-
oompatta Velanda Pillay or either of them their or either of their Heirs
Executors or Administrators shall and do well and truly pay or
Cause to be paid unto the above Named John Sykes his Heirs
Executors Administrators or Assigns the full and just sum of
Five Thousand Pagodas Current Money of Madras aforesaid
Expiration of Seven Months from the Date hereof together with
all such Interest as shall or may become due thereon as above
mentioned then this Obligation to be Void and of no Effect other-
wise to be and Remain in full force and Virtue

Signed Sealed & Delivered (there
Stamped Paper is to be had in the
Presence of by Sumaroompatta Comara
Swamy Pillah & Sumaroompatta
Velanda Pillah
[illegible]
Seven Hundred Pagodas

Seven Copy

John Sykes

Attorney for the Complainant

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Mayors Court at Madraspatnam

Tuesday the 25th day of February Anno Domini 1775

LS

Present

James Hodges Esquire Mayor
George Savage
Andrew Maylinde
George Moubray
Aldermen

Mayors Court

Between John Lydia of [illegible] in the East Indies Gentleman Plaintiff
and
Condapillay the Son of Chinnapillay of Madras Merchant Defendant

It Appearing by the Records of this Court that the Defendant was heretofore Sued to Answer the Complaints Bill exhibited against him by the Plaintiff touching a Debt &c. This Court did thereupon Order and Decree and doth hereby Order and Decree that the Defendant shall pay unto the Complainant the Sum of Two Thousand Pagodas together with all such Interest as may be Allowed thereupon to become Due thereon Until the Debt shall be Paid and Satisfied and also the Costs of Suit

(57)

Filed the 14th Decemr 1774-

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator George Andrew Parker of Fort Saint George Merchant that Condapillay the Son of Chinnapillay of Madras Merchant Stands justly and truly indebted unto Your Orator in the full and just Sum of Three hundred and fifty Pagodas Current Money of Madras Making one Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of One hundred and forty Pounds as well manifestly and at large Appear by a Bond or Obligation Bond hereunto annexed for the inspection of this Honble Court which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint And Whereas Your Orator hath frequently and in an Amicable Manner Requested payment from the said Condapillay of the said Sum of Three hundred and fifty Pagodas

But now so it is and may it please this Honble Court the said Condapillay Obstinately and Wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Condapillay may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the Sum and Sum of Three hundred and fifty Pagodas with all such Interest as now is or shall hereafter become due thereon

all Parts of the Suit

Mayd please the Worlle Court to Grant
the said Condapillay to be Summoned and required by the Sheriff
of Fort Saint George Town of Madraspatnam and the Defendt
thereof personally to Come and Appear before this Worlle Court at
Certain time and place to be by this Worlle Court prefixed and
appointed therein and there to Stand to and Abide by such Order
Decree thereon as to this Worlle Court shall seem Meet

13th Decemr 1774

Chas Boomley
Attorney for the Complainant

This Bill being shewn to me
between the Days of Agreement
Last aforementioned

George Savage
Mayor

Translate of an Mortgage Bond given by Condapillay the Defendt
pillay to Mr George Andrew Ram of Madraspatnam Dated the 2d January 1771

I Condapillay have Mortgaged my house and Ground
situated at Pudey Nuck Pettah in Mannumbagum Together
between the Houses of Singanna Chenatamul and Velumbagum
Veerabadren on Length from East to West fifty one and half
and in Breath from North to South Seventy three and half
which House with the Pudday Belt of Cocoa Nut Trees
and Boundred and Twenty from the Sum of three hundred and
fifty Pagodas Current Money of Madras at the rate of 3½ Pagodas
Interest per Month for the 300 Pagodas on which Sum I agreed to pay
in the 9th December next and default of such payment I do hereby
said House and Ground

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Catta Sydapah and Conjiveram Pachyappen

Witnesses
Catta Sydapah
Conjiveram Pachyappen

Drawn by Singapah
Sighed
Kionapillays Condapeen

A true Translate from the Original in Malabar by Conna-
pah Sworn Interpreter

Chas Boomley
Attorney for the Complainant

Mayors Court at
Madraspatnam

Tuesday the 28th day of February
Anno Domini 1775

Present

James Hodges Esquire Mayor
George Baker and John Spring
Aldermen

Between George Andrew Ram of Fort
Saint George Merchant Complainant and
Condapillay the Son of Kistnapillay of Ma-
dras Merchant Defendant

It Appearing by the Records of this Court
that the Defendant hath been Served with the Usual Rules to
Answer the Complainants Bill but wilfully and Obstinately re-
fusing so to do 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 Pagodas Two Hundred and fifty Pagodas / Pagodas 250 — Together with all such Interest as more is or shall hereafter become due thereon Until full Payment be made also all Costs of Suit

&c Cur

Fort St. George 7th March 1775

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth unto the Honorable Court your Orator Cavarah Moorty of Madraspatam Inhabitant by Profession a Merchant that Moota Tandavah of the same place Inhabitant & Native Merchant Pandarah also of Same Place Inhabitant Hindu Gentoo on the 12th Day of October 1774 Borrowed of your Orator the full Sum of Eighty four Pagodas Current Money of Madraspatam Sterling Money of Great Britain at the rate of 8/ Sterling for every Pagoda the Sum of Thirty two Pounds Sterling as well more fully and at large appears by the Bond or Obligation under Malabar Language hereunto annexed the Original of which your Orator is ready to be produced unto this Honble Court when required & your Orator prays may be read and taken as part of this your Orators Bill of Complaint And your Orator further sheweth unto this Honble Court that he hath frequently and even as recently as January last demanded payment from the said Moota Tandavah of the said Eighty four Pagodas Principal & Interest due thereon but the said Moota Tandavah

Satisfaction Touching the Premises Your Orator therefore prays a General Relief as to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Moota Tandavah may upon his Corporal Oath a full true Direct and perfect answer Make to all and Singular the Matters and Things therein before Set forth and Alledged as fully truly perfectly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Eighty four Pagodas together with all such Interest as more is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Moota Tandavah 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 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 Forth
Attorney for the Complainant

October 12th 1774

I Sheeranga Later Moota Tandavah Son of Moota Pilla Do hereby Acknowledge to have Borrowed and Received of Vadeer Easwara Moorty the full and Just Sum of Pagoda 84 / which said Eighty four Pagodas with Interest at the Rate of 12 p Cent p Annum Payable on Demand Drawn and Signed by Moota Tandavah

Wdandjee

Witness[illegible]
Veneyagah R
Narrainagah Chairman

[illegible]

Malabar Language by Cop and Known Interpreter

Cadawn Pate

Attorney for the [illegible]

To all People to whom these Presents shall
Greeting Whereas Mootie Sandawah of Wadaa Chalia
and by a Bond or Obligation in the Malabar Language
date the Twelfth day of October One Thousand Seven hund
and Seventy four became Indebted to Casoorara Moorty
same place Indebted unto the Sum of Eighty four
Now Know ye that I Casoorara Moorty of Madras
for a Valuable Consideration to me in hand paid by
Watkins of the same place Inhabitant the Receipt
I the said Casoorara Moorty do hereby Acknowledge
Casoorara Moorty have Bargained and Sold Over and by
presents do Assign and Set Over unto the said Isaac
the said Bond or Obligation and the Money thereupon
Owing and which shall or may become due and Payable
Interest upon and to the same and the said Casoorara Moorty
for the Consideration aforesaid have made Constituted and
ointed by these presents do make Constitute and Appoint
said Isaac Watkins his Executors and Administrators my
and Lawfull Attorney and Attorneys Irrevocable for
my Name and

Watkins his Executors and Administrators and Assigns to Ask Re-
quire Demand and Receive of the aforesaid Mootie Sandawah
his Heirs Executors and Administrators the Money Due and
to be owone Due in the said Bond or Obligation and on Non Pay-
ment thereof he the said Isaac Watkins his Heirs Executors and
administrators or Assigns to Sue for and recover the same and
on payment thereof to deliver up and Cancel the said Bond or
Obligation and give Sufficient Releases and Discharge there-
for and one or more Attorney or Attornies under him to Consti-
tute and whatsoever the said Isaac Watkins or his Attorny or
Attornies under him shall Lawfully do in the Premises, The
said Casoorara Moorty do hereby Allow and Assfirm, and the
said Casoorara Moorty do Covenant with the said Isaac Watkins
The said Casoorara Moorty have not received nor will receive
the said Money due on the said Bond or Obligation or any
part thereof Neither shall or will release or Discharge the
same or any part thereof but will Own and Allow of all
Lawfull proceedings for recovery thereof the the said Isaac
Watkins saving me the said Casoorara Moorty harmless of
and from any Costs that may happen to him thereby In
Witness whereof the said Casoorara Moorty have hereun-
to set my hand and Seal in Madras Aforesaid this fifth
day of March in the Year of Our Lord One Thousand seven
hundred and Seventy five

Witness

[illegible]

Mayors Court at Madrasapatnam

Tuesday the 12th day of March Anno Domine 1775

L.S.

Mayors Court

Present

James Hodges Esqre Mayor
Thomas Povey — Reynold Adams
George Smith — George Savage
George Baker — George Maubray
John Renton — and John Turing
Aldermen

Between Cawnara Moodeyen of Madrass Inhabitant by his Attorney Isaac Watkins of the same place Inhabitant Complainant and Monke Pandeah also at present of Madras Inhabitant Defendant

The Defendant being in Court and acknowledging the Justness of the Complainants Demand This Court do therefore think fit to Order and Decree and Doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just sum Eighty Four Pagodas Pags 84 — together with all such Interest as may or shall become due thereon Deducting Credits till full Payment be made

Filed the 5th Decr 1774

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The Demurrer of Johannes Jourdan of Fort Saint George Esquire Defendant to the Bill of Complaint of Jacob Marsh and Raphael Isaacs of London Merchants by their Attorneys John Maxwell Stone and James Hodges of Fort Saint George Esquires Complainants

The said Defendant by protestation not confessing or acknowledging all or any of the Matters or things in and by the said Bill set forth and Complained of to be true, in manner and form as the same are therein and thereby set forth and Alledged says, that he is advised that there is no Matter or thing in the said Bill contained good and sufficient in the Law to call the said Defendant in question in this Honble Court for the same, but that there is good cause of Demurrer thereunto, and for cause of Demurrer the said Defendant says, that the Complainants said Bill for Case the Allegations therein contained were true which the said Defendant does in no sort Admit) contains no matters of Equity whereon this Court can ground any Decree, or give the Complainants any Relief or Assistance against him the said Defendant, Because it doth not appear, that by the Complainants Bill of Complaint that ever the Goods Wares and Merchandize of the said Complainants that were Sold and disposed of by William Martin Goodlad the Consignee mentioned in the said Bill of Complaint came into the Hands or Possession of the said Defendant, but that the Sale thereof was the Act and Deed of the said William Martin Goodlad in his Lifetime and of course the Executors to his last Will and Testament are by

Law responsible for such act and Deed as the said Defendant was
absent at the time of the arrival of the said property as also at the
time of the Sale so made by the said William Martin Goodlad
sett forth and expressed by the Complainants in their said Bill of
Complaint

And as a further Cause of Demurrer the said Defendant
says that it appears by the Complainants said Bill of Complaint
that the said William Martin Goodlad did agree with the Com-
plainants under date the second day of October in the year One
thousand Eight hundred and seventy two of the having Effects
to the Amount specified in their said Bill of Complaint but
that he had not made any returns to them for the same and
that the Executors of the said William Martin Goodlad Depart-
ed on account of the Estate a Quantity of Diamonds to the
value of the said Sale and that the same was liquidated as the
property of the said Complainants which the said Defendant
says clearly proves that the Defendant was never in possession of
the Effects so disposed of by the said William Martin Goodlad and
consequently cannot be responsible to the said Complainants the
Defendant further says that it further appears by the said Bill
of Complaint that the application of the said Executors for the
to Redeem the Pawnbroker ticket of the Bales of Diamonds that
was to be sent by them as returns for the Sales made by the
Testator William Martin Goodlad on behalf of them was the act
and Deed of themselves and for which they were responsible
to the Complainants and indeed the said Defendant insists
that they the said Executors and not them the said Defendant
are responsible for the same as the Complainants said Bill
the right of Action (illegible)

as they themselves confesse by their said Bill of Complaint and
although the Executors might have thought proper by reasons
of their own, to alter and change the Complaints property yet
that is no reason that the Defendant should be chargeable
for the Complainants property which never came into the
said Defendants Hands

The said Defendant further says, that as a fur-
ther Cause of Demurrer, that it does not appear by the Com-
plainants said Bill of Complaint that they have perswaded
the Executors to deliver up the property they so purchased for
them the said Complainants in return for the Sales of their
Coal, or that they have no just cause of Action against them
therefore the said Defendant says that the said Bill of Com-
plaint is very Vexatious and unjust by Reason of its want
of Equity to charge the Defendant with the same

The said Defendant further says by way of
Demurrer that as it appears from the Complainants own
shewing in their said Bill of Complaint that the said
Executors Did Actually purchase the Bales of Diamonds as
returns to be made to the said Complainants and which they
in their Conscience knew was the property of the Complainants
that such Transaction sufficiently debars the Complainants
from calling the said Defendant to Account of the same for
the said Defendant says that he has no right of Action against
the Executors for any mis Management of the Complainants
affairs because the very Action now brought against the
Defendant is an approval of their Conduct and entire
discharge of the said Defendant

Says that altho the said Defendants Attorney did make a demand of the Executors on account of the Goods Wares and Merchandize belonging to the said Complainants yet it does not appear to any part of the Amount Sales made by the said William Martin Goodlad came into the Hands or Power of the said Defendants Attorney or was to charge the Defendant with Become Lyable to contrary to appears by the Complainants own showing in their said Bill of Complaint that the Executors are Accountable for such Sales being part of the Estate of the said William Martin Goodlad against whom the said Bill of Complaint might have been brought and not against the said Defendant the said Defendants Attorney who applied to the Executors for the delivery of the Complainants property and the same for and on account of the benefit of the Complainants who for that must have suffered had no Application been made to the Executors no Law could have no Right of Action thereon to Effects which came into the Hands or Power of the said Defendant as Factor or Agent for the Complainants and Accepted the Cash for the Sales of the Goods on which Case the said Complainants their Executors or Administrators of the said William Martin Goodlad for which cause the said Bill of Complaint as against the said Defendant

The said Defendant for further Demurrer says that altho he is charged by the said Bill of Complaint with the receiving of Sums of Money and Bank Notes from the Executors yet that does not charge him with the Actions of the Executors or make him Accountable for the Goods and Effects of the Testator which came into the Hands of the Executors and not into the Hands of the said Defendant

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of Trustee who are not responsible for each other Actions in the Trust unless an Assent is thereto had

The said Defendant for further Demurrer says as further proof that the Action now brought by the Complainants against the said Defendant is contrary to Law that as the Complainants in their said Bill of Complaint have set forth and shewn that the said William Martin Goodlad in his Life time had informed them of the Sales by him made of their Goods that he thereby stood indebted to the said Complainants and as a Trustee for the Returns which they accepted of which Action of the said William Martin Goodlad created a Duty in the Executors to perform and which they actually did undertake to perform as the Complainants have shewn in their Bill of Complaint

And the said Defendant as a further cause of Demurrer says that the Complainants themselves to Acknowledge that the Executors of the said William Martin Goodlad did sell and dispose of the Diamonds intended for the Complainants to Andrew Reynolds thereby clearly shewing that the Complainants have no cause of Action against the Defendant as the said Executors never made over the said Diamonds to the said Defendant And therefore are to all intents and purposes responsible to the Complainants for the same as also for the damages which they may have sustained but what those Damages are the said Defendant says that the said Bill of Complaint does not ascertain and therefore prays so much of their said Bill of Complaint may be quash for want of sufficiency to charge the said Defendant

Wherefore and for as much as the Complainants

said Bill of Complaint doth not contain any Matter of Equity sufficient to Establish any Matter of Right or Demand against the said Defendant nor to draw him into Court before this Honble Court touching the Matters Complained of in the said Complainants Bill of Complaint and also for many other Errors and Imperfections in the said Bill of Complaint contained and the said Defendant doth Demur in Law thereunto and humbly craves the Judgement of this Honble Court whether he ought to make any Answer to the said Bill of Complaint and humbly prays to be hence dismissed with his Reasonable Costs in this behalf most wrongfully sustained

Chas. Bromley
Attorney for the Defendant

Filed the 9th January 1775

The Answer of Edward Marsh of Raphael Square in the County of Middlesex Esqr to the Bill of Complaint of Thomas Sebastian Bernard and Samuel Rogers of Lincolns Inn Esqrs Executors of the Will of Thomas Benson late of Lincolns Inn aforesaid Esqr deceased

The said Complainants

same Notwithstanding anything alledged by the said Defendant with Regard thereto, And for further Answer to the said Demurrer the said Complainants say that the several Allegations Matters and things in the said Bill of Complaint contained are true And that the said Bill doth contain Matter of Equity whereon this Court can ground an Decree and give the said Complainants relief and Assistance as against him the said Defendant, For what the said Defendant mentions as a Cause of Demurrer Viz. Because it does not Appear that by the Complainants Bill of Complaint that any the Goods Wares and Merchandize of the said Complainants that were Sold and Disposed of by William Martin Goodlad the Consignee mentioned in the said Bill of Complaint came into the hands or Possession of the said Defendant &c. It by no means consistent with the true and Real Nature of the Case, for the Consignments in Question having been Made to the said Defendant and the said William Martin Goodlad Jointly, And the said Defendant having after the decease of the said William Martin Goodlad, as Surviving Consignee as in the said Bill of Complaint set forth, by means of his Attorney Paul Benfield Prevented the Executors of the said William Martin Goodlad from sending to the said Complainants the Value of Diamonds which they the said Executors had Registered in the Name and for and on Account of the said Complainants, and in part return of the said Consignments as in the said Bill of Complaint is Particularly set forth, with an Intent that the same should be Conveyed to the said Complainants by the Ships Nassau, And that not only by a simple Application to the said Executors but in a formal manner which Occasioned a Reference of the said Matters both by the said Attorney and for and on Account of the said

Occasioned to the said Complainants thereby as Set forth in the said Bill of Complaint

And for further Cause of Demurrer to the said further Cause of Demurrer Alledged by the said Defendant That it appears by the said Complainants said Bill of Complaint That the said William Martin Goodlad did Acquaint the Complainants under Date the Second Day of October in the Year One Thousand Seven Hundred and Seventy two of his having Sold their Effects to the Amount Specified in their said Bill of Complaint &c. The said Complainants by their said Attornies Say that Nothing done or Wrote by the said William Martin Goodlad in or Relative to the said Affair as Set forth in the said Bill of Complaint can be any Cause of Demurrer As that is no part of the Matter in Question in this Cause for the Matter in Question between the said Defendant and the said William Martin Goodlad did and Wrote in and about the said Affair But what the said Defendant by his said Attorney Actually did and Proceeds being done by the said Executors as aforesaid and which is confirmed by the very Act and Deed of the said Defendant himself in the Claim he made as the said Executors as Surviving Consignee as aforesaid and his thereby and by Virtue of that Authority only receiving the Remainder of the said Consignments which had been Made to the said Defendant and the said William Martin Goodlad Jointly as aforesaid, It is therefore Immaterial to the said Complainants whether the said Defendant was ever in Possession of the said Effects or disposed of by the said William Martin Goodlad or not, for he the said Defendant is by the very Acts of himself and his said Attorney as aforesaid Responsible for the Returns Intended to be made and which would have been Made by the said Executors to the said Complainants had they

not been Prevented from doing so as before mentioned Therefore
the Application of the said Executors for leave to Withdraw the
Caveat of Diamonds Registered by them was not a Voluntary
act and Deed of the said Executors or the said Defendant but
Caveat was Occasioned by the said Defendant by the said Bill
as before and in the said Bill of Complaint set forth which
for ought, as he thought Proper for to Intermeddle with the
affair and make the Claim before mentioned, to have Pre-
vented the said Complainants the same Justice that the said Executors
would have done had they been Permitted so to do and to be
called on the said Executors for the same for the said Defendant
could have no Right to prevent a piece of Justice being done
the said Complainants but in consideration of the doing that
Justice himself & which he became liable that being the
and Natural Consequence of such Conduct, which should
not be Justifiable otherways for he could have no Right whatever
to Interfere in the said Affair on any other Conditions & the
Defendant Meant not to be Answerable and Accountable to the
said Complainants he ought not have Intermeddled with the
said Concerns of the said Complainants, and omitted Doing
what might and would have been good, & he would not have
been Answerable never having Intermeddled with the
plainants not having prevented the actions being made
said Complainants by the said Executors which they would
make and would have made had not the said Defendant
said Attorney Prevented it by the application and Pro-
Caveat as Aforesaid to the Register of the said Bulse

for Leave to Withdraw the Register made of the said Bulse of
Diamonds was their the said Executors own act and Deed, as of the
said Defendant or his said Attorney for him had never Interposed
in or Intermeddled with the said affair Whereas the said Defendant
was by his said Attorney Paul Benfield the sole Cause of the said
Bulse of Diamonds being Withdrawn, and of the same not being sent
to the said Complainants by the Ships Nassau so long ago as the beginning
of the Year of our Lord One Thousand seven hundred and seventy three
Therefore if the said Executors were Responsible, as the said Defendant men-
tions, it must have been to the said Defendant, he the said Defendant
having by his Conduct, or that of his said Attorney on his Account, Con-
firmed by his the said Defendants own act and Deed as herein before
and in the said Bill of Complaint set forth, taken upon himself to be and
actually become answerable and Accountable to the said Complainants
as aforesaid, Therefore what the said Defendant mentions of Maxim
in Law and Equity That the right of Action follows the property, or
the light he means is out of the Question, for the Right of Action
which the said Defendant mentions following the property must
have been in the said Defendant who had become Answerable to the
said Complainants for that property having Prevented the said
Executors from sending and in Course the said Complainants from
receiving the said property as they should & would have done had
not the said Defendant by his said Attorney so prevented it as afore-
said, The said Complainants do therefore say that it is immaterial
whether an Action might or might not have been Maintained
against the said Executors since the said Defendant by his own
acts as well as by those of his Attorney on his Account has Made
himself responsible to the said Complainants as above mentioned,
so that it not appearing by the said Bill of Complaint that

Defendant Mentions in his Cause of Demurrer, nor is the said Bill of Complaint either Covenous or Unjust either by reason of the want of Equity to charge the said Defendant with the Same as the said Defendant Stands thereby Charged and Chargeable

And by way of Surrebutter to the said Defendants further Cause of Demurrer That it appears from the Complainants own Showing in their said Bill of Complaints that the said Executors did actually Purchase the Rules of Diamonds and returns to be made to the said Complainants and which were in their Possession & Power was the property of the Complainants that such Transaction sufficiently Debars the Complainants from calling the said Defendant to Account for the same the said Complainants say that those Questions so called Causes of Demurrer, only or one and every of them with the true nature of the Case doe not arise nor Question depending on the said Purchase by the said Executors, for that have been no reason why the said Defendant was or should be Answerable to the said Complainants what ever the said Defendant Answerable was his Conduct or that of his said Partner account Confirmed by himself subsequent to the said Purchase, whereby the said Executors were Prevented from making and the said Complainants Deprived of receiving the very Rules of Diamonds which the said Defendant mentions the Execution of the Purchase of the said Diamonds could not therefore Debar the said Complainants from calling the said Defendant to Account for the same so that the

Says he has no right of Motion Against the said Executors for any Mismanagement of the said Complainants Affairs, because the very Action now brought Against the said Defendant is an Approval of their Conduct and entire Discharge of the said Defendant By way of Sorrebutter to which unjust Assertions the said Complainants say that the said Defendant having by his said Attorney as aforesaid Prevented the said Executors from sending the said Complainants the said Rules of Diamonds, and it having been Determined on a Reference in Consequence thereof that the said Defendant had right to the case and Management of the Affairs of the said Consignments the said Executors did in Case become Answerable to the said Defendant and the said Defendant to the said Complainants which would not have been the Case had not the said Defendant or his said Attorney for him Interfered in or Intermeddled with the said Affairs of the said Consignments for In that Case the said Executors would have been Answerable to the said Complainants and they not only showed by their Conduct that they were so But also that they meant to do the said Complainants all the Justice they could or to which the said Complainants were Intitled, But the said Defendants Interposition, and what passed in Consequence thereof, quite altered the Case, for the said Defendant did thereby become Accountable to the said Complainants as above in the Consignee as aforesaid and the said Executors became Accountable to the said Defendant, so that the said Defendant had thereby an Undoubted Right of Action against the said Executors, Nor does the present Action Mean either as an Approval of the said Executors Conduct or a Discharge of the said Defendant, But in Order to make the said Defendant

the said Bill of Complaint set forth, and how the Plaintiffs
against the said Defendant in Consequence of such the Bank
and Voluntary Subscription as before mentioned, Pretend
right Vested in him as Just and Surviving Consignee of
can be any Evidence of the said Defendant the said Complai
are at liberty to Examine

The said Complainants for further Answer
said Demurrer say that it is a matter of fact to be Deter
or with them the said Complainants whether any part
Amount of Sales made by the said William Marton Good
come into the hands or Possession of the said Defendant
or not, as the said Defendant has become Answerable
said Complainants as aforesaid and ought therefore
called the said Executors to Account for the said Sales
sequence, and which as a Surviving Consignee as aforesaid
in Conformity to the said Subscription he Defendant
have done, therefore the said Executors being Liable
of such Sales is no Cause of Demurrer whatever why
why the said Defendant should not be Answerable
Complainants as aforesaid The said Complainants
Joinder to the said Demurrer answer for further
Question of the said Defendant That the Interest of
said Complainants cannot have Suffered had such
cation been made as the said Defendants said Attorney
to the said Executors as aforesaid as the said Executors
from doing a Cause of Demurrer

Interest Suffered by or in Consequence of such Application as the
said Complainants were thereby Deprived of the Value of Diamonds
which would have been sent them by the said Executors had on such
application been made, It is therefore highly Just and Reasonable
that the said Defendant should make good the same to the said
Complainants, The said Complainants absolutely deny that they
would have Sold or remained as Creditors of the said William
Marton Goodlad had not the said Application been Made to the
said Executors by the said Defendants said Attorney for the Amount
of the Coral Sold by the said William Marton Goodlad as the said
Defendant Alledges, for the Proceeds thereof would have been sent
to the said Complainants by the said Executors had no such Ap
plication been made as aforesaid, Therefore the said Bill of
Complaint does not want Equity to Charge the said Defendant as
he the said Defendant Unjustly Asserts

And for further Joinder to the said Demurrer the
said Complainants say that they do not in their said Bill of Com
plaint Charge the said Defendant with being Responsible for
the Proceeds of the said Coral Sold by the said William Marton
Goodlad or the Amount of the said Value of Diamonds because he
received the Sums of Money and Coral from the said Executors
only But because the said Defendant did by his said Attorney
Claim the Right Vested in them as Surviving Consignee as afore
said Acting in Perfecting and Managing the affairs of the
said Consignments and of Making the Remittance which
the said Executors were about to make on Account thereof, then
by Preventing the said Executors from Making the said Remit
tance, and still not making any him self, tho he did thereby

further by way of Joinder to the said Demurrer absolutely deny
that in that they Set forth in the said Bill of Complaint about
the said Executors Selling the said Bulse of Diamonds does
Shew that they the said Complainants have no Cause of Action
Against the said Defendant as the said Executors never made
over the said Diamonds to the said Defendant, for as the said
Executors did Intend the said Diamonds for the said Complai-
nants, and as they were by the Interposition of the said Defen-
dant by his said Attorney Prevented from Carrying the said
Intention into Execution he the said Defendant did in Course
Stand in their Place as to the Amount of the said Intended
Remittance, and became Answerable to the said Complainants
for the same and all loses Damages Intrest &c. thereon or
Sustained by the said Complainants in Consequence thereof and
being so it was in Course his the said Defendants Business
to Call on the said Executors. And for Joinder to the part
of the said Demurrer wherein the said Defendant saith that
what the Damages which the said Complainants have Sus-
tained the said Bill does not Ascertain and therefore Prays
so much of their said Bill of Complaint may be Quashed
for want of Sufficiency to Charge the said Defendant the said
Complainants Say that the said Assertion and Prayer are Un-
just as that part of the said Bill of Complaint ought not
to be Quashed, They the said Complainants having Stated
in their said Bill of Complaint that the said Bulse of Di-
amonds which the said Defendant prevented being sent
by the said Executors to the said Complainants were sent to
England and sold for Nine Shillings and Nine Pence per

of the said Complainants of the said Attorney of the said Defendant had not Prevented it as before mentioned which by the said Complainants sustained considerable Loss and Damages by being Deprived of their money and of such good Sales of the Returns and what they could otherwise have Gained by employing their Money had they Received it as they ought to have done, as well as Interest, with all which they Charge the said Defendant, And the said Complainants in and by their said Bill of Complaint Pray that the said Defendant may be Decreed to Pay unto the said Complainants either out of his own Proper Estate or else Thereout and out of the Estate of his Partners and Joint Traders in Trade with him all such Interest as there was or should thereupon be due and Owing Reckoning Such Interest at the rate of Nine Pounds and Nine Pence, that being the Price which the said Bale of Diamonds was Sold for as aforesaid, together with the Loss Damages and Expences as the said Complainants sustained paid laid out Expended or been put to on account aforementioned, Or what to this Honorable Court may Appear Just and Equitable, So that the Value of Damages & how they are or may be Occasioned Owing to the Nature of the Case as fully & Particularly Set forth in the said Bill of Complaint as clearly Sheweth in and by the said Bill of Complaint to be Submitted to this Honorable Court what Proportion the said Case should be Allowed to and paid by the said Defendant to the said Complainants

And for further Joinder to the said Demurrer the said Complainants Say that the said Bill of Complaint do contain Matter of Equity Sufficient to Establish a Matter of Right or Demand against the said Defendant and to Draw him or Sett him to this Honorable Court touching the Matter Complained of in the said Bill of Complaint, and that they the said Complainants are Advised and verily believe that there is no Just Cause Set forth in their said Bill of Complaint as proper for a Demurrer But that the said Defendant ought to have Specially Answered the said Bill of Complaint

All which Matters and things the said Complainants are Ready to Aver Justify Maintain and Prove as this Honorable Court shall Direct and humbly Pray as in and by their said Bill of Complaint they have already Prayed That the said Demurrer may be Over Ruled, the said Defendant Obliged Specially to Answer the said Bill of Complaint, and that the Costs and Damages Occasioned by the Premises may be Awarded to them

John Sykes

Attorney for the Complainant

Extract from the Minutes of a Court Held at the Town Hall on Tues day the 16th Day of March Anno Domi

(L1)

Present

James Hodges Esquire Mayor
Thomas Powney — Reynold. Stone
George Smith — George Savage
George Baker — George Moubray
John Reudon — John Turing

Aldermen

Jacob Hasell and Raphael Franco by their Atto
John Maxwell Stone and James Hodges

vers

Francis Sourdon

Bill with Copies of Account to be marked AB Copy
marked C and Copy of an Extract from the Register
Annexed Read
Demurrer Read
Joinder Read

The Demurrer and Joinder being
Argued and Determined this Day on Reading the Complainants
with Copies of Account to be marked AB Copy of an Extract
C and Copy of an Extract from the Register Marked D
Demurrer the Joinder

in his Demurrer are insufficient to Bar the present Action
This Court doth therefore think fit to Order and doth accordingly Order that the Defendants Demurrer be thrown out with Costs and that the Defendant be put upon his Answer

Filed the 31st Jany 1775

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Nallatamby of the Madras Pultah by his Attorney Gideon Forth of the same place Inhabitant That Callatty apah also of the same place Inhabitant Standeth Debted unto your Orator in the full and Just Sum of Fifty Eight Pagodas Thirty One Fanams and Thirty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty Three Pounds and Ten Shillings as well more fully and at large Appear by an Account Current hereunto Annexed for the Inspection of this Honble Court which your Orator Most humbly refers and prays the same may be Admitted as part of this your Orators Bill of Complaint And your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested payment from the said Callatty apah of the said Sum of Fifty Eight Pagodas Thirty One Fanams and Thirty Cash But now so it is may it please this Honorable Court the said Callatty apah Wilfully and Obstinately refuses to pay the same or to give your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall Appear Agreable to Equity and

ming upon his Corporal Oath as full true and perfect answer
made to all and singular the Matters and Things herein before
and Alledged as fully truly perfectly and Effectually to all Intents and
purposes as if the same were herein repeated and particularly
recited and that he may be Dismiss'd to pay unto your Orator his
said sum of fifty Eight Pagodas Thirty three fanams and Sixty
Cash together with all such Interest as now is or shall hereafter
due known also all Cost of this Suit. May it please this Honble
Court to Grant the said Collatoyapah Writ of Summons and Injunction
by the Sheriff of Fort St. George Sum of Madraspatnam and
Districts thereof Personally to be and Appear before this Honble
at a Certain Time and place to be by this Honble Court for
and Appointed there and then to Answer the Premises
of Complaint and further to stand to and Abide by such Order
Decree Sentence as to this Honble Court shall seem Meet

31st January 1775.

Cotton Pitts
Attorney for the Complt

This Bill was Sworn to Me between
the Days of Represented the Complainant
having Made Oath to the Contents of this Demand
and that he hath Reason to believe the Defendant
will withdraw himself from the Jurisdiction of
this Court on hearing that a Bill is Filed against
him Let a Summons Return Immediately
and a Warrant of Arrest Issue

James Hodges
Mayor

Dr Collatoyapah in Account Current with Nallasamy

1769					
June 28	To Cash Advanced			2	11 44
July 1	To Ditto	do		2	3 —
Nov. 5	To Mundle Nallasamy's Note for Pags		1336		
1770		Int.			
May 5	To Ditto for Gold Ear Ring			2	— —
May 5	To Ditto			26	6 44
May 5	Ballance due			58	97 50
		Pagodas		84	37 94

Errors excepted
Fort St. George 31st January 1775

Collatoyapah

Nallasamy in Account Current with Collatoyapah

1769					
June 28	By Cash Advanced			53	28 50
July 1	By Ditto	do		3	9 44
Aug. 5	By Mundle Nallasamy's Note for Pags		1336		
1770		Int.			
May 5	By Ditto for Gold Ear Ring			2	— —
May 5	By Ditto for 2 Gold Chains for Pags		6	—	— —
Jany 31	By Ditto for 2 Gold Rings Pags			13	11 —
	By Ballance			84	37 94
		Pagodas			

Errors excepted
Fort St. George 31st January 1775

Collatoyapah

(89)

To all People to whom these presents shall come
ting whereas Gedaly Joel of Madras Inhabitant was for
count Current bearing date the Eighteenth day of March
Seven Hundred and Sixty Nine became indebted to Nathaniel
the same place Merchant in the Sum of Fifty Eight Pagodas
fanams and Sixty Cash Now Know ye that I Nathan
Madras Merchant for a valuable Consideration hereunto
by Gedaly Joel of the same place Inhabitant the Receipt
I the said Nathaniel Comby do hereby Acknowledge I Have
have assigned and Set over and by these presents do assign
Set over unto the said Gedaly Joel the said Account Current
many Pagodas due and Owing and which shall become
due and all my right and Interest in for and to the same
said Nathaniel Comby for the Consideration aforesaid have
stituted and Appointed by these presents do make Constitute
appoint the said Gedaly Joel his Executors and Administrators
my true and Lawfull Attorney and Attorneys Irrevocable
and in my Name and in the Name and Names of my Heirs
and Administrators but for the Sole and proper Use and
of the said Gedaly Joel his Executors and Administrators
assigns to Ask Require Demand and Receive of the said
Gedaly aforesaid his Executors and Administrators
due and to become due on the said Account Current and
payment thereof to the said Gedaly Joel his Executors
and Administrators or assigns to sue for and Recover the
and on payment thereof to deliver up and Cancel the said Account
Current and give sufficient Release and Discharges for the

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Allowed of the same I the said Nathaniel Comby do Covenant with the said Gedaly Joel that I the said Nathaniel Comby have not received or will receive the said Money due in the said Account Current or any part thereof neither shall or will release or discharge the same or any part thereof but will Own and allow of all Lawfull proceedings for recovery thereof by the said Gedaly Joel saving me the said Nathaniel Comby harmless of and from any Costs that may happen to him thereby In Witness whereof I the said Nathaniel Comby have hereunto set my hand and Seale in Madras aforesaid this Twenty Eighth day of January in the Year of Our Lord One Thousand Seven hundred and Seventy Five.

Witnesses

(LS)

Mayor's Court at Madraspatnam

Tuesday the 21st day of March Anno Domini 1775.

Present

James Hodges Esquire Mayor
Raynold Adams George Smith
George Savage George Baker
George Mowbray John Renton
John Turing and Andrew Majendie
Aldermen

Mayor's Court

Filed the 12th July 1775

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth
unto the Honble Court your Orator Mattoo Mudaly of
Merchant That whereas some time since
first day of March in the Year of Our Lord One
seven hundred and seventy four your Orator did lend
one Bata poody Veerana Pandaram of Cuttapolli
of One hundred and fifty

to the sum of One hundred and Sixty five Pagodas Current Money of Madras for the Amount of which said sum the said Bata poody Veerana did give and grant unto your Orator One Bother or Obligation Under the aforesaid date and signed by him the said Batta poody Veerana Conditioned to be paid on or before thirty three days from the date of the aforesaid Bond together with Interest at Nine per Cent per Annum as by a Copy of the said Bond thereunto may Appear and Which your Orator prays may be Admitted as part of this his Bill of Complaint And your Orator further Sheweth that there is also annexed unto the said Bond an Agreement or Covenant made and entered into by papa Chitty Vedapa wherein and Whereby the said papa Chitty Vedapah Doth bind himself for the payment of Monies said Bond in default and failure of the aforesaid Bata poody Veerana to pay the same at the time limited for the discharge and payment thereof And Whereas the said Bata poody Veerana hath not paid and Discharge his aforesaid Bond unto your Orator for the afore said Consideration Given the said Bata poody Veerana having paid only One hundred and Thirty Pagodas Current of Madras in part of the principal and Interest due thereon And your Orator further Sheweth that there still Remains due upon the said Bond the sum of Thirty five Pagodas Twenty six Fanams and twenty Cash Current Money of Madras Making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of Fourteen Pounds and five Shillings or thereabouts As by an Account Current hereunto Annexed may appear and Which Your Orator humbly prays may be Admitted as part of this his Bill of Complaint whereof and from your

Interrogated and that he may be Decreed to pay unto your Orator the Aforesaid Sum of Thirty five Pagodas Twenty Six fanams and twenty Cash with All such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit.

May it Please this Honorable Court to Cause the said Papu Chitty Verapah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honorable Court at a Certain time and Place to be by this Honorable Court Posed and Appointed then and there to Answer this your Orators Bill of Complaint And further to Stand to and abide by such Order and Decree therein as to this Honorable Court Shall Seem Meet

Wy DuPuy

Attorney for the Complainant

Pagodas

Pagodas

Pagodas

Mayors Court at
Madraspatnam

Tuesday the 25th Day of May
Anno Domini 1774

L.S

Present

George Monbey Esquire Mayor
Reynold Adams Esq. Asst. Mayor
and James Call Esq. Alderman

Between Mutturamen Merchant
Madras Merchant Complainant
Pyan Chitty Cudapah Merchant
Defendant

It Appearing by the Records of this Court that the Defendant hath been Served with the Usual Writ to Answer the Complainants Bill but wilfully neglects by refusing so to do, This Court doth therefore think fit and Adjudge Ordain and Decree that the Defendant shall pay unto the Complainant the Sum of Three Thousand Two Hundred and Fifty Pagodas Currency being the Principal and Interest due on a Bond Dated 25th Augt. 1765 for the Sum of Three Thousand Pagodas Currency bearing Interest at the Rate of Twelve per Cent per Annum from the Date thereof as in the said Bond is Specified and Mentioned and also the Interest that shall become due thereon from the Date hereof until full Payment be made also all Costs of this Suit

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Filed the 2d May 1774

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Mary Powney of Fort St George Inhabitant That Mummewaukum Mootoo Chitty of Madras Merchant Stands Indebted unto your Oratrix in the Sum of Three Thousand Two hundred and Fifty Pagodas Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Nine hundred Pounds As well more fully and at large appear by a Mortgage of which a Copy is hereunto Annexed for the Inspection of this Honble Court and which your Oratrix Prays may be admitted as part of this her Bill of Complaint the Original whereof is in Your Oratrix's Custody and Ready to be Produced for the Inspection of this Honble Court when Required And your Oratrix further Sheweth unto this Honble Court that She hath frequently and in an Amicable Manner Requested Payment from the said Mummewaukum Mootoo Chitty of the said Sum of Three Thousand Two hundred and fifty Pagodas

But now so it is May it Please this Honble Court the said Mummewaukum Mootoo Chitty Obstinately and wilfully Refuses to Pay the same or to give your Oratrix any Manner of Satisfaction touching the Premises Your Oratrix therefore Prays a Genral Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Mummewaukum Mootoo Chitty may

Known make to all and singular the matters and things
herein before set forth and alledged as fully truely and Effectu-
ally to all Intents and purposes as if the same were here
upon Repeated and Particularly Stated Set and Ex-
amined to be Proved to pay unto your Orators the aforesaid
of Five Thousand Two hundred and Fifty Pagodas and
such Interest as now is or shall become due thereon the
also a Costs of this Suit

May it Please Your Most Noble and
Power the said Mummawankum Mootoo Chitty be
ordered and Enjoined by the Most Honble Court
of Madraspatnam and the Defendt Mary Powney
be and appear before this Honble Court at a certain
Place to be by this Honble Court Assigned and Appointed
then and there to Answer the Premises that as
Plaints and further to stand to and abide by such Order
Decree herein as to this Honble Court shall seem

John Sykes
Atty for the Complainant

Know all Men by these

of Five Thousand Two Hundred and Fifty Pagodas borne in
hand paid by Mrs Mary Powney the Receipt whereof is
hereby Acknowledged have Transferred Mortgaged and
Assigned and doth hereby Transfer Mortgage and Assign
unto her the said Mary Powney my House and Ground Situ-
ated at Moolalpettah in Fourth Chitty Street Between Ira-
wembala Chitty's Godown and containing in Lenght Seventy
Seven feet and a half and in Breadth Forty three feet and three
Quarters To Have and to Hold the said House and Ground
with all the Appurtenances now belonging to the same unto
the said Mary Powney her Heirs Executors Administrators or
Assigns; Nevertheless that if at the Expiration of One year from
the Date hereof the abovementioned Sum of Five Thousand two
Hundred and fifty Pagodas with the Interest of the same
after the Rate of Eight p Cent p Annum shall be well and truly
paid unto the abovenamed Mary Powney her Heirs Executors
Administrators or Assigns then and immediately upon such
payment, the said Mummawankum Mootoo Chitty my
Heirs Executors or Assigns, shall and may Repossess the Pre-
mises above Mortgaged — But in Case the said Sum of Five
Thousand Four Hundred and fifty Pagodas with the Inte-
rest due thereupon or any part thereof shall Remain Due
and unpaid after the time above Limitted the same having
been first Lawfully Demanded — It is hereby Agreed that
She the said Mary Powney her Heirs Executors Administrators
or Assigns shall and may put up to Sale at Publick Outcry

Arising from such Sale shall retain the aforesaid Sum of
Thousand two Hundred and fifty Pagodas with the Interest
due thereon Reserving the Overplus unto the Defendant
unkumme Mootoe Chitty his Heirs Executors Adminis-
Assignes or Attorney Shares Amounts or any Part
Court George this Twenty fourth Day of February
Thousand Seven hundred and Seventy two

Solicitors
for Plaintiffs
Scotland

Copy Johnstykes
Atty for the Complainant

Filed the 6th July 1774

The Amended Answer
Mannewaukum Mootah
Merchant to the Bill of Complaint
Mary Penney of Fort St George
Widdow and Mannewaukum
Chitty of Madras Merchant

This Defendant now and at all
saving and reserving unto himself all
Benefit and Advantage of Exception to the many
to the manifold

thereof as this Defendant is advised doth Materially
concern him to make Answer unto saith That he denies
to be indebted unto the Complainant in the Sum of Two
Thousand Two hundred and fifty Pagodas or in any other
Sum or Sums of Money whatsoever and doth also deny
that he did according to the Date of the said Mortgage Bond
or any other time Receive from the said Complainant the
Sum of Two Thousand two Hundred and fifty Pagodas
or in any other Sum or Sums of Money upon the Consider-
ation in the said Mortgage Bond Set forth or upon any
other Consideration whatsoever and he doth also deny that
his Name is Mannewaukum Mootoe Chitty or that he
is commonly called by that Name but saith that his
Name is Mannewaukum Mootacah Chitty and this
Defendant doth also deny that he is the Son of Mannew-
aukum Mootoe Chitty But this Defendant saith
that sometime before the date of the said Mortgage Bond
Mannewaukum Mootoe Chitty this Defendants
Uncle died and the Complainant about the said time sent
for this Defendant informing him that the said Mann-
ewaukum Mootoe Chitty was indebted to her in a Sum
to the best of his Remembrance of about Nine Hundred
Pagodas and demanded the same of this Defendant who
answered he was in no capacity to pay his Uncles Debts

a House and that he was indebted to many persons
Debts but the Complainant at the time of the Decease
that the said House was mortgaged to one Rodrigo
for about Eight Hundred Pagodas which person
very pressing to have the money and to that purpose
planned to George Mackay at that time factor
he directed the said Rodrigoes to sell the said
sales section of the said Debt of which Commissi
the Complainant being informed sent to the said
Jorges desiring him to stop the sale of the said
seeing to pay off the Debt due upon the Mort
Heirs of the said Complainant did pay off the
gage Debt upon the said House unto the said
Jorges and did possess himself of the
Deeds of sale of the said House after which the
Complainant did frequently send for the Defe
dant a Mortgage of the said House unto her
Complainant of the aforesaid Debt due to her from
Monnoo ankumma Mootoo Chitty and to whom
the aforesaid Debt due upon the Mortgage of the
which the Complainant had paid off to the said
And this Defendant doth further say that after
Letter Patent the said Complainant
Complainant

the present Mayor when the said George Savage Esqr
his Servants and the Servants of the said Complainant
being present did persuade this Defendant to Sign a
Mortgage Bond for the House aforesaid telling this
Defendant that it would be of no detriment to him
and that they would use their endeavours to recover
the Debts owing to his Uncle in his life time and that
if he did not Sign the said Mortgage Bond he was to
be sent to the Justice And this Defendant saith
that there was a Mortgage Bond ready drawn by
some one of the Servants of the said George Savage
Esquire or of the Complainant a Translation whereof
this Defendant believes is annexed unto the Compts
Bill which said Bond this Defendant upon these
aforegoing instances did sign by the Name of Muru-
-new ankum Mootoo Chitty as he was directed to
do by the persons aforesaid By which aforegoing
circumstance it appears the said Mortgage Bond was not
given unto the Complainant for the Consideration therein
mentioned or for any other consideration paid and given
unto this Defendant, neither was the said Bond legally
obtained, because this Defendant was persuaded and
advised to sign the said Bond with his Uncles Name
who was deceased and which he did through fear and
ignorance and would not have signed the same if

be well known how said Charles Mummenhall
Attly had sundry other Creditors besides
and this Defendant further said that he would
if there were no fear to Sell of them all by pay
them full surrender but the said Creditors being
Natives of Germany impertinent to this Defen
their Names of payment and how Mortgage
Defendant Answerable for the Mortgage if the
if he denote the reason for which Answer and
this Defendant was led to Sign the said Bond
Signature of the said Mummenhall Charles
demand by the Superintendant as aforesaid made
persons, and that the Defendant was Ignorant
Complainant in the aforesaid sum except
on Account of the said Mortgage and further
not being legally authorized to Mortgage the
Defendant begs to refer to the judgment of this
Court how far he is or can in Law be bound by
Mortgage, and whether on that Account the
ought not to be discharged and upon all
be legally justified by this Honble Court to take
the same as part of the Estate of the said Mummen
Charles Attly

All which this Defendant

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to be hence Dismissed with his Reasonable Costs and
Charges in this behalf most wrongfully sustained

H. J. DuPuy

Atty for the Defendant

Filed the 5th Augt 1774

The Replication of
Mary Powney of Fort St George
Inhabitant to the Amended
Answer of Mannewankum
Mootee Chitty otherwise Mun-
newankum Mostiah of Madras
Merchant

This Replaint now and at all times hereafter
Saving and Reserving unto herself all and all manner
of benefit and Advantage of Exception to the many Un-
truths Errors Uncertainties Insufficiencies Imperfections
in the said Answer Contained for Replication thereunto
Saith that her Bill of Complaint and all and Singular
the Matters and Things therein contained are true Certain
and Sufficient in the Law to be Replied Unto in such
manner and form as the same are therein and thereby
Set forth and Alledged And that the Answer of the Defen-
dant is very Mutinous Evasive and Insufficient in the Law
And for further Replication to the said Answer this Re-
plicant Saith that she doth Still humbly Insist that
the said Defendant is justly and truly Indebted Unto
her this Replicant in the Sum Sued for Notwithstanding
any Thing by him Alledged to the Contrary in his said
Answer as the said Defendant hath in his said Answer
Notwithstanding he Endeavours to Evade, and if possible

entirely Void Lett Annull and Make Null

being Answerable for and Liable to the payment of the

Plaints said Just Debt and Demand Alledging that the

Defendants Uncle was in his Lifetime and at the time

Sworn Indebted unto the Replicant that the Said

Defendant Exchange Mr. Mount Covenanted to

Replicant Alexander Money to Discharge the said Defen

that the the said Defendant in Consideration

did Actually Execute the said Mortgage or Bond

Replicant Assign for any thing by the said Defen

in her said Answer to the Contrary being duly

the said Mortgage and Examining Witnesses

Uncle Name Sworn by his own mouth Declared

ought the same by any means to be put in Suit

with the Witnesses on Examination and the Said Mor

Just as before mentioned and Confessed by him

Defendant himself But in Order to Vindicate

make the Witnesses Produced appear to Perjure

Court in a Stile Charge Sight and not only to Invalid

Legality of the said Mortgage and of this Sight

Just Demand and that the said Mortgage was Duly

in the most Legal form and Just Manner and that

that the said Mortgage Executed as aforesaid

to Set forth that the said Manneevankum

Mootoe Chitty Uncle to the said Defendant did

in his Lifetime and some Years before his Death

Borrow and Receive of and from this Replaint

the Principal Sum of One Thousand Pagodas and

she this Replaint sent her Dubash yearly to Re-

ceive the Interest thereof from the said Defendants

said Uncle that on this Replaints said Dubash

going to the said Defendants said Uncle for the

said Interest the said Defendants said Uncle al-

ways Ordered his Nephew the said Defendant to

Examine the Account of the said Concern and

pay off the Interest thereof. This was done Yearly

until the said Defendants said Uncle Depar-

ted this Life, which was Sometime in the Year

of Our Lord One thousand Seven Hundred and

Sixty Nine that soon after the Deceased of the

said Defendants said Uncle she this Replicant

sent his Dubash and a Peon to Demand the

said Principal and the Interest then Due thereon

from the said Defendant who after his said Uncles

Death took Possession and Charge of his said Uncles

Estate Effects and Affairs, That the said Defendant so

far from pretending that he was not liable to the

payment

payment so found due to the Pltff that the said Defendt
not left Effects sufficient to satisfie the same to
the said Pltff Principal and Interest & the said Defendt
promised to pay the said Principal and Interest
unto Him without making any Objection whatever
and the said Defendant accordingly in pursuance
of the same pay the sum of One Hundred Pagodas
part thereof that the Replicant sent Expostulating
said Defendant for the Remainder of the said Sum
and desired unless the said Defendant did pay the
Replicant finding that the said Defendt did
sent for the said Defendant to the
so sent that he had not Money to pay them but that
Houses House & Land Mortgaged to Roy Buddo
and of this Replicant then if he might pay the
said Mortgage to the said Buddasinglabo & the
the said Bill of Sale or title Deeds thereof be
same for the Security of the whole Money then
to Due to her this Replicant which proposal the
Replicant did send her Word accordingly & forgot
to Demand the Remainder of the said Principal
and which the said Defendant did not pay
Replicant finding that the said Defendt
sent for the said Defendant who came

said House and Bill of Sale as a Security for her said
Debt And that the said Defendant would himself give
a fresh Mortgage of the said House to this Repliants for the said
whole Amount of her Debt and the said Buddasinglabos
to which She this Repliants did not still Agree but
Demanded payment of her then just Demand that
sometime after the said Moolcomar Chitty Departed this
Life, and the said Buddasinglabo Applied to George
Mackay Esquire then One of His Majestys Justices
of the Peace And desired him the said Mr. Mackay to
grant an Order to put up to Sale the said House so
Mortgaged to him, Accordingly the said Mr. Mackay
Ordered the said House to be Advertized to be Sold at
Publick Outcry or Auction And out of the Amount
Sales thereof to pay off the Principal and Interest of the
said Buddasinglabos Mortgage, Whereupon the
said Defendant did again Apply to this Repliant and
acquainted her with the said Circumstances of the
said House being Ordered to be Sold, &c. and did again
Desire her this Repliant to undertake the said Affair
Redeem the said Mortgage to the said Buddasinglabo,
to take the said House Security and that he the said
Defendant would be Answerable to this Repliant for
both the amount Principal and Interest then due to
this Repliant and also the Amount of the said Buddas-
inglabos Mortgage this Repliant did there Agree

thereupon Deliver to him the said Defendant the said Old Bond given to her by his said Uncle, Which Mortgage the said Defendant did Execute Voluntarily and of his own free Will and Accord in the Way on the Account and for the Reasons before mentioned Notwithstanding any thing by him the said Defendant Unjustly Alledged to the Contrary in his said Answer— This Replicant further Saith that after the time limitted in the said Mortgage for the payment of the Amount Principal did frequently send to the said Defendant to demand payment thereof who as frequently Promised to pay the same but delayed the same from Day to Day, Which Said this Replicant under the Necessity of Commencing her said Action in this Honble Court Against the said Defendant to Recover her said Just and legal Demand, to which the said Defendant has put in his said Unjust Answer, thereby Endeavouring to Evade, and if possible to tally Avoid the payment of this Replicants said Just Demand, which matters this Replicant Submits to the Judgment of this Honorable Court— This Replicant further Saith that having Set forth the true State of the Case Relative to the matters in Question in this Cause, and Consideration for the said Defendant giving the said Mortgage to this Replicant, and therefore that the said Mortgage & premises are and ought to be Answerable for and liable to the payment and

which they were by the said Mortgage Subjected. As the
Replicant craves Leave to Reply to such part of the
Answer as is not particularly Replied to by the Repli-
cant Note of the Case. And the said Defendant further
Denies that he Received any Sum of Money on Account of
the Replicant As Falsly Charged. The Replicant
Says the said Defendant did Receive from the Rep-
the said Sum of One Thousand and Seventy Eight Pag-
pay off the said Mortgage to the said Buddasing
aforesaid. And the Consideration for the said Defend
Executing the said Mortgage for the whole
this Replicant as Just Demand at the time but
the same Immediately Appears by the before men-
Note of the Case. Therefore any thing by the said
Alledged in his said Answer tending to Show
was not a proper Consideration for the said Defe
giving the said Mortgage is Improper Matter of Law
The said Defendant doth further in his said Answ
that his Name is Muttoo Manoo Muttoo Chitty
Says it is Muttoo Manoo Muttoo Chitty. In
this to this Replicant doth Say that Muttoo Chitty
Muttoo Chitty are by the said Defendant Cast
Considered as the same, And if it had not been
so it was not as the said Defendant should have
thereto and have Signed

for this Replicants said Just Demand. Besides the said
Defendant did Actually Appear to this Suit in Consequence
of a Summons in the Name of Munnew ankum Muttoo
Chitty. The said Defendant further Saith that he is not the
Son of the said Deceased Mannew ankum Muttoo Chitty. To
which this Replicant Saith that this is a matter which the
said Defendant should also have Objected to this it
might have been Rectified. But in Order to Shew
to this Honble Court that the same ought not and she
hopes will not make the least Difference as to the said
Mortgage this Replicant Saith that the said Defendant
is the said Deceased Munnew ankum Muttoo Chitty's
Brothers Son. And that it is very common Among the
Natives of this Country and the People of the said Defendants
Cast for the Brothers Son to be Called the Uncles Son
particularly if the Father be Dead. Which was the pre-
sent Case. And the said Defendant was frequently and
Commonly Called his Uncle's Son, and being so Customary
there is no Doubt but the said Defendant thought it the
same and therefore did not Object thereto. This Replicant
denies that she told the said Defendant his said Uncles
Debt to her was only Nine Hundred Pagodas the said
Debt being then One Thousand Pagodas and Interest.
This Replicant doth also Deny that she did send to the
said Buddasing to Desiring him to Stop the Sale of the
House &c. as the said Defendant Unjustly Sets forth

which they owe by the said Mortgage subjoin'd
Replicant [illegible] to Reply to the said further
Answer He is not particularly Replied to the
true State of the Case. Saving and
Saving that he Answered any Clause of Matter
this Replicant is Ready Made the Replicant
the Said Defendant did Answer from the
the said Clause of the Answer and Strictly Exhi
pay off the said Mortgage to the said Defendant
Answer, that the Condition for the said Defendant
Executing the said Mortgage for the sole
the same Immediately Appears by the before
State of the Case, Therefore any thing by the
Alledged in the said Answer tending to show
was not a proper Consideration for the said Defe
giving the said Mortgage is Immaterial
The said Defendant doth further in the said
that his Name is Mannewanken Mostue Chi
Explicit is Mannewanken Mostue Chitty
Him to this Replicant doth that Mostue Chitty
Mostue Chitty was by the said Defendant Called
Considered as the same, that if it had not been
so he was not so the said Defendant should have
thereto and have Signed
Signed

for this Replicants said just Demand, Besides the said
Defendant did Actually Appear to this Suit in Consequence
of a Summons in the Name of Mannewanken Mostue
Chitty The said Defendant further Saith that he is not the
son of the said Deceased Mannewanken Mostue Chitty To
which this Replicant Saith that it is a matter which the
said Defendant should also have Objected to this it
might have been Rectified, But in Order to Shew
to this Honble Court that the same ought not and she
hopes will not make the least Difference as to the said
Mortgage this Replicant Saith that the said Defendant
is the said Deceased Mannewanken Mostue Chitty's
Brothers Son, And that it is very common Among the
Natives of this Country and the People of the said Defendants
Cast for the Brothers Son to be Called the Uncles Son
particularly if the Father be Dead, Which was the pre
sent Case, And the said Defendant was frequently and
Commonly Called his Uncles Son, and being so Customary
there is no Doubt but the said Defendant thought it the
same and therefore did not Object thereto This Replicant
denies that She told the said Defendant his said Uncles
Debt to her was only Nine Hundred Pagodas the said
Debt being then One Thousand Pagodas and Interest
This Replicant doth also Deny that She did send to the
said Buddasing to be desiring him to Stop the Sale of the
House &c as the said Defendant Unjustly Sets forth,

But Saith that She did at the Earnest Request of the said
Defendant, send to the said Mr. Mackay Desiring him
to Stop the Sale of the said House &c. And the said De-
fendant Accompanied her Dubash with the said
as aforesaid — This Replicant doth also Deny that the
pay off the Mortgage Debt upon the said House Hold
Buddamingalee, But Saith that Advanced the Sum
thereof to the said Defendant who did himself pay
the said Mortgage to the said Buddamingalee and
said Defendant did also bring the said Bill of Sale
Title Deed thereof to this Replicant as aforesaid
gave her the said Mortgage without being Required
for so to do as the Defendant by pretended, Nor was any
Intimation thereof or previous Made Use of to Oblige
him so to do, This Defendant doth also Deny that
George Savage Esq. in the said Answer Named, his
and the Servants of this Replicant did persuade the
Defendant to sign the said Mortgage Deed as doth
Satisfy, or that any thing of the said Defendants
Uncles Debts was any part of the Consideration for
said Defendants Signing the said Mortgage, or any thing
passed or was said about the said Uncles Debts Now
have been by Way of Request from the said Defend
the said George Savage Esq. to Assist him in Recover

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the same, And of any thing of a Justice was mentioned, which
She does not Admit, it could only be meant to Recover this
Replicants said Just Demand in in Case She this Replicant
had not proper Satisfaction given or with Regard thereto, it
could not by any means be meant to send the said Defendt
to a Justice to Oblige him to Sign the said Mortgage, Nor
could there be the least Necessity for any such thing at
any rate as the said Defendant did previous to her
Advancing him the said Defendant Money to pay off the
said Mortgage Agree and promise to give her this Defendant
a Mortgage of the said House and Deposit the Bill of Sale
thereof With this Replicant as a Security for her said Just
Demand In Reply to what the said Defendant Saith of
a Mortgage being Ready drawn out by some of the Servants
of the said Mr. Savage or of this Replicant She this Replicant
Saith that as the said Defendant was to give and Agreed to
give a Mortgage to this Replicant as aforesaid such Mortgage
must be Drawn out by Some body or Matter not by whom
soever Drawn out, But the said Defendant did himself
desire this Replicants Dubash to get the said Mortgage
Drawn out, and he the said Dubash did accordingly
Matter at that time belonging to this Replicant This
Replicant absolutely Denies that the said Defendant
was Either by this Replicant or the said Mr. Savage or the
Servants of Either of them Directed to Sign the said Mort-
gage by the Name of his said Uncle, She & Intent and

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 forme as the same are therein and thereby Set forth and alledged and that the said Replication is very true and Certain

All which Matters and things the Defendant is ready and willing to Verify Maintaine prove as this Honble Court shall Direct and most humbly prays assistance and by his said Answer he hath already prayed

Hy Dr Pury
Sol. for the Defendant

Interrogatories to be Administered and Witnesses as shall be Produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause now depending and at issue in the Honorable the Mayors Court at Madraspatan wherein Mary Downing of Madras Inhabitant is Complainant and George Inhabitant is Complainant and Munnewwankum Mootoo Chitty otherwise Munnewwankum Mootoo Mootiah of Madras Merchant is Defendant

To all the Witnesses

1st Do You know the parties Complainant and

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Defendant 2d Did you or did you not know Munnewwankum Mootoo Chitty deceased in his Lifetime Uncle to the Defendant in this Cause, If Yea Did or did not the said Deceased Munnewwankum Mootoo Chitty at any time in his Lifetime and how long before his Decease, Borrow and Receive of and from the Complainant in this Cause any and what Sum of Money at Interest, If Yea, whether upon Mortgage Bond or otherwise and how, Did or did not the said Complainant and any Person and whom either Yearly or otherwise receive the Interest of the Money so lent to the said Deceased, If Yea Did or did not the said Deceased on such Application for the said Interest always or at sometimes Order his Nephew the said Defendant to Examine the Account of the said Loan and pay off the Interest thereof If Yea did or did not the said Defendant Examine the said Account and pay off the said Interest Accordingly And did or did not the said Defendant do so Yearly or otherwise until the Decease of his said Uncle If Yea when and when was it that the said Defendant said Uncle Depart this Life. The whole of these Matters According to the best of Your Knowledge Remembrance Information and belief fully and Particularly Declare

To Deft's 3d Did or did not the Defendant in this Cause after

Uncles Estate Effects and Affairs, If Yea Did or did not
the said Complainant soon after the decease of the said Defen-
dants said Uncle send any Person or Persons and whom to
Demand the Principal Sum lent to the said Defendants
said Uncle in his Lifetime and the Interest then due thereon
from the said Defendants If Yea, did or did not the said Defen-
dant in such Demand being made pretend that he was
not liable to the payment of the said Uncles Debts or did
not the said Defendant pretend his said Uncle did not Left
Estate Effects or Assets to enable him to discharge the said
principal and Interest? Or did or did not the said Defendant
Promise to pay the said Principal and Interest or some Part
time or in any and what time, And whether or not without
making any Allegation thereto? Did or did not the said De-
fendant accordingly in a few Days or in any and what time
afterwards pay any and what Sum of Money either to the said
Complainant or to any other Person and whom for and on behalf
of the said Complainant in part of the said Principal and Interest
Did or did not the said Complainant and agree to by & with the
said Defendant of the remainder of the said Principal and In-
terest If Yea what Answer did the said Defendant make
or give thereto? Did or did not the said Defendant on any of the
said Applications to him for Payment of the Remainder of
the said

to Buddasinglaloo And did or did not the said Defendant
Say of the said Complainant shou'd at the right pay off the
said Mortgage to the said Buddasinglaloo and Redeem the
Bill of Sale or Title Deed thereof And did or did not the said
Defendant Say the said Complainant might keep the
same for the Security of the whole Money that would on
Redeeming the said Mortgage to the said Buddasinglaloo
be due to her the said Complainant If Yea Did or did not the
said Complainant reject the said Proposal If Yea Did or did
not the said Complainant send any Person and whom con-
stantly or frequently Agents to Demand the Remainder
of the said Principal and Interest If Yea Did or did not
the said Complainant on Account of his not Paying
the Remainder of the said Principal and Interest send
for the said Defendant, If Yea did or did not the said Defen-
dant go to the said Complainant And did or did not one
Mootoomar Chitty go along with him to the said Compts
If Yea did or did not either the said Defendant or the said
Mootoomar Chitty for and on Account and in the
Presence of the said Defendant desire the said Compts
to redeem the said Mortgage to the said Buddasinglaloo
and take the said Messrs Bill of Sale as Security for her
said Debt And did or did not the said Defendant or the said
Mootoomar Chitty for him tell the said Complainant
that he the said Defendant would give a fresh Mortgage

the said whole Amount of her Debt and also of the said Buddasinglatoo or otherwise and how If Yea Did or Did not the said Complainant Agree thereto If not Did or Did not the said Complainant Again Demand and Payment of the Just Demand & is or is not the whole of these Matters According to the best of Your Knowledge Remembrance Information and belief fully and Particularly Declare

To Narrain Pillah 5th Did or Did not the Defendant on the Cause at any time since the Decease of Ramasawmy and Mootoo Chitty the said Defendants Uncle go to the Complt in the Cause with One Mootoosamy Chitty And did you or did you not either by desire of the said Defendant to the said Mootoosamy Chitty for and on Account of the said Defendant Accompany them to the said Complainant If Yea Did or Did not either the said Defendant or the said Mootoosamy Chitty for and on Account and on the Part of the said Defendant desire the said Complainant to reconvey the Mortgage of the House in Question to Buddasinglatoo and take the said House Bill of Sale as security for the said Debt and did or did not the said Defendant or the said Mootoosamy Chitty for them tell the said Complt that the said Defendant would give a further Mortgage of the said whole Amount of her Debt and also of the said

Just Demand & is or is not the said Mootoosamy Chitty being no Dead The whole of these Matters According to the best of Your Knowledge Remembrance Information and belief fully and Particularly Declare

To Veerapermaul and Tayapah Moodeliar 6th Did or Did not the said Buddasinglatoo either after the decease of Mootoosamy Chitty or otherwise and how apply to George Mackay Esqr as a Justice of Peace and desire him to grant an Order to put up to Sale the House in Question If Yea Did or Did not the said Mr. Mackay Order the said House to be Advertized to be Sold at Publick Outcry or Auction on Account of the said Mortgage to the said Buddasinglatoo If Yea Did or Did not the said Defendant thereupon Apply to the said Complainant and Acquaint her with the said Complainant of the said House being Ordered to be Sold &c and did or Did not the said Defendant then desire the said Complainant to Undertake the said Affair And did or Did not the said Defendant desire the said Complainant to Redeem the said Mortgage to the said Buddasinglatoo and to take the said House as Security And did or did not the said Defendant Say he would be Answerable to the said Complainant for both the Amount Principal and Interest then due to the said Complainant And also the Amount of the said Buddasinglatoo Mortgage or otherwise and how? If Yea Did or did not the said Complainant then in Conse-

in Pursuance thereof send any Person or Persons and Deliver
with the said Defendant to the said Mr. Mackay to Desire
him to Stop the Sale of the said House as the said Complainant
would pay off the said Buddasinglaloo Mortgage Request of
the said Defendant [illegible]

If Yea Did he send Such Person or Persons as the said Complt.
Ordered to go to the said Mr. Mackay about the said Affair &
with the said Defendant to the said Mr. Mackay Accordingly
and was or was not the said Mortgage Delivered to the said Mr.
Mr. Mackay in the presence of the said Defendant If Yea
Did or did not the said Defendant make any Question touch
the whole of these matters According to the best of their Knowl
ledge Remembrance and belief fully and Particularly
To Title. 6th Did or did not the said Complainant Agree to & in
Pursuance of the said Defendants desire and promise Men-
tioned or Alluded to in the last preceding Interrogatory
Advance and Deliver unto the said Defendant any and
Sum of Money to pay off the said Mortgage to the said Bud-
dasinglaloo and to Redeem and bring the Bill of Sale or
Title Deed in Question to him the said Complainant If Yea
Did or did not the said Defendant promise to do so If Yea
Did or did not the said Defendant get the said Buddasing
laloo and did or did not the said Defendant with the
Money so Advanced to them by the said Complainant

Buddasinglaloo, If Yea Did or did not the said Defen-
dant carry the said Mortgage and the Bill of Sale or Title
Deed of the said House in Question unto the said Complainant
If Yea, Did or did not the said Defendant Deliver the
said Bill of Sale or Title Deed unto and leave the same
with the said Complainant And did or did not the said
Defendant take away the said Mortgage to the said Budda-
singlaloo Was or was not a Mortgage of the said House in
Question to the said Complainant prepar'd in Pursuance
of the said Defendants request and Promise for the whole
Amount Principal and Interest of the said Complainants
said former Demand together with the said Money so
Advanced to the said Buddasinglaloo Mortgage as afore-
said If Yea, By whom was the said Mortgage prepared
or Drawn out and whether by the desire of the said Defendant
or not Was or was not the said Mortgage so drawn out in
the Name and way desired by or Agreed to by the said Defen-
dant Did or did not the said Defendant Execute the said
Mortgage Voluntarily and of his own free will and Accord
or otherwise and how? Was or was not any Solicitations
threats or Promises made Use of by any Person whatever
to Oblige Induce the said Defendant to Execute the same
Is or is not the said Mortgage which the said Defendant so
Executed the same in Question in this Cause Did or did not
the said Complainant on the said [illegible]

the said Mid Brand given to her by the said Defendants deceased Uncle? Was or was not the said Defendant either by the said Complainant or by George Savage Esquire or any other Person or Persons directed to sign the said Mortgage by the Name of his said Uncle? Did he did not the said Defendant make any Objection to the said Mortgage either on Account of the manner or any thing else? The whole of these matters According to the best of Your Knowledge Remembrance Information and belief fully and Particularly Declare

To Mootiah and Veeramaswamy } 5th Have you ever seen you not Perused and Read or did you not hear the Mortgage Instrument or Paper Writing now produced and shown to you at the time of Your Examination duly signed Sealed or Executed as such in the Cause? If Yea, was or was not the name thereof written and for the Condition thereof at the proper Land Where the said Defendant did was or was not the Name thereof written Witness to the Condition thereof of Your hands Write thereby? Did or did not the said Defendant Execute the said Mortgage Instrument or Paper Writing Voluntarily of his own free Will and Accord or was he thereto hindered Restrained Compelled or Obliged or Threatened by any Person or Persons whatever? Was or was not the said Defendant to the said Complainant or George Savage Esquire or any

of the Name or any thing else? Was or was not any thing of any Debts of the said Defendants said Uncle any part of the Consideration for the said Defendants Executing the said Mortgage? The whole of these Matters According to the best of Your Knowledge Remembrance and belief fully and Particularly Declare

To George Savage Esqr. — 6th Have you or have you not seen the Mortgage Instrument or Paper Writing in Question in this Cause, If Yea, Was or was not any thing of any Debts of the said Defendants said Uncle mentioned to you by the said Defendant, If Yea, was or was not any thing of any such Debts any part of the Consideration for the said Defendants Executing the said Mortgage? Or were they or were they not mentioned to you as such? The whole of these Matters According to the best of Your Knowledge Remembrance and belief fully and Particularly Declare

To Veerapermaul and Tayppa } 7th Is it or is it not Common Among the natives of this Country and the People of the said Defendants Cast for the Brother's Son to be Called the Uncle's Son, Particularly if the Father be Dead? If Yea, Is or was not the said Defendants Father Dead, if Yea, when did he die or how long ago? The whole of these Matters According to the best of your knowledge Remembrance Information and belief fully and Particularly Declare

To Veerapermaul 8th Was or was not the Defendant in this Cause

To George Savage Esqr. & Veerapermaul and Tayapah

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12th Did or did not the Defendant in this Cause Apply to you at any time or times after the Expiration of the of the Time Limited for the Payment of the Amount of the Mortgage in Question and desire You to Intercede with the Complainant in this Cause to Allow some more time for the Payment of the Amount of the said Mortgage? If you Did or did not the said Defendant at the time or times of such Application Promise Payment of the Amount of the said Mortgage? Or Did or did not the said Defendant make any Objection What ever thereto? The whole of these Matters fully and Particularly Declare

To Veerapermaul

13th Did or did not the said Defendant at any time or times since the Commencement of the Present Action Apply to You and desire you to Settle this Affair for him with the Complainant, or Say any thing about it, If Yea what did the said Defendant so desire to Say about this Affair, and what Answer did you give thereto, or what passed between you and the said Defendant relative thereto? The whole of these Matters according to the best of Your Recollection fully and Particularly Declare

To all the

14th DO You know of any other Matter or thing

the Matters in Question in this Cause that may tend to the
benefit or Advantage of the Complainant, If You Believe
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

Att'y for the Complainant

Know all Men by these Presents That I
Mumma wankum Mootoo Chitty and I the said Mumma-
wankum Mootoo Chitty Do acknowledge to owe and Stand Indebted
unto Mrs Mary Pereny the Sum of Two thousand two hundred and fifty Pagodas
to me in hand paid by the said Mrs Mary Pereny the Receipt
whereof we hereby Acknowledge Have Bargained Mortga-
ged and Assigned and doth hereby Bargain Mortgage and
Assigne unto her the said Mary Pereny my Heirs and
Ground Situated at Mootapettah on Sunday Chitty Street
Between Swamidaha Chitty's Godown and containing in
Length Seventy Seven feet and a half and in Breadth
Sixty three feet and three Quarters To Have and to
Hold the said House and Ground with all the Appur-

Never the less that if at the Expiration of One Year from the date
hereof the above mentioned Sum of Two Thousand two hun-
dred and fifty Pagodas with the Interest of the same after
the Rate of Eight p Cent p Annum shall be well and truly
paid unto the Above named Mary Pereny her Heirs Executors
Administrators or Assigns, then and immediately upon
such payment, The said Mummawankum Mootoo
Chitty my Heirs Executors or Assigns shall and may Repos-
sess the premises above Mortgaged But in Case the said
of Two Thousand two Hundred and fifty Pagodas with the
Interest due thereupon or any part thereof shall Remain due
and unpaid after the time above limitted the same
having been first Lawfully demanded It is hereby Agreed
that she the said Mary Pereny her Heirs Executors Administra-
tors or Assigns shall and may put up to Sale at Publick
Outcry the above mentioned Premises and out of the produce
and out of the produce arising from such Sale to allow unto
the aforesaid Sum of Two Thousand two hundred and fifty
Pagodas with the Interest due thereon returning the Over-
plus unto the said Mummawankum Mootoo Chitty his
Heirs, Executors or Assigns In Witness whereof I have here-
unto set my Hand at Fort St George the Twenty fourth
Witnesses day of February One Thousand Seven hundred & Seventy two

Examined and Carefully compared with the Original Bond delivered into this Court by the Mayors Court, and returned up by order of Court, and allowed to be a true Copy

James Taylor
Dep.

Mayors Court at Madraspatnam

Between Mary Pevoney Plt
& George Inhabitant Complainant
Mummeeankum Mootia Chetty Executor
Mummeeankum Mootiah of Madraspatnam
chant Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause & sworn before the Examiner in the Court as followeth

Veerapermaul of Madras Dubash Aged 60 Years or thereabouts duly Produced, as a Witness in this Cause on the Part of the Complainant on the 10th day of November 1774 Sworn in Person at the Office of Mr Hurst Deputy to be Attorney for the Defendant by Candapah and Examined who also left here a Note of the exact Title and Place of abode of the said Deponent and afterwards on the Day following being duly and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith that he doth Know the Complainant Mary Pevoney in this Cause and he hath so Known her Twenty Six Years or thereabouts

That he doth also

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Interrogatory

2d To the Second Interrogatory this Deponent saith that he did Know Mummeeankum Mootia Chetty Deceased in his lifetime Uncle to the Defendant in this Cause — and that the Deceased Mummeeankum Mootia Chetty did in his lifetime Three or Twenty Years before his Decease, Borrow and Receive of and from the Complainant in this Cause some Sum of Money at Interest and that he did so Receive One Thousand Pagodas and that he did so Receive it upon Bond and that the said Complainant did send Yearly this Defendant to Receive the Interest of the Money so lent to the said Deceased and that the said Deceased did on such Application for the said Interest always or at some time order his Nephew the said Defendant to Examine the Account of the said Concern and pay off the Interest thereof — and that the said Defendant did Examine the said Account and pay off the Interest Accordingly — and that the said Defendant did so Yearly until the Decease of his Uncle and that the said Defendants said Uncle Departed this Life in the year of Our Lord One Thousand Seven Hundred and Sixty Nine — and more saith not to this Interrogatory

3d To the third Interrogatory this Deponent saith that the Defendant in this Cause did after the Death of his said Uncle the said Mummeeankum Mootia Chetty take Possession and Charge of his said Uncles Estate Effects and Affairs — and that the said Complainant did soon after the

Deponant to Demand the Principal Sum lent to the said
Defendants said Uncle in his lifetime and the Interest thereon
due thereon from the said Defendant and that the said De-
fendant did not on such Demand being made pretend that
he was not liable to the Payment of the said Uncles Debt
and that the said Defendant did not pretend that his said
Uncle had not left Estate Effects or Assetts to enable him
to Discharge the said Principal and Interest, and that the
said Defendant did promise to pay the said Principal and
Interest in a Short time without Making any Objection
thereto, and that the said Defendant did accordingly in
about Seven or Eight Months afterwards pay unto this
Deponant to the Deponant for and on Account of the said
Complainant in part of the said Principal and Interest and
that the said Complainant did send repeatedly to the said
Defendant for the Remainder of the said Principal and
Interest and that the Answer that the said Defendant did
generally make or give them to was that he would pay the
Money but desired the Complainant to wait Two or Three
Months, and some times only a few Days and that the said
Defendant did on some of the said Applications to him for
Payment of the Remainder of the said Principal and Interest
say that he had no Money to pay them, but that the said De-
fendant did say that his said Uncles House in Dunkirk in

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the said Buddasengalalee and Redeem the Bill of Sale or
Title Deed thereof and that the said Defendant did say the
said Complainant might keep the same for the Security of
the whole Money that would be on Redeeming the said Mort-
gage to the said Buddasengalalee be due to her the said Com-
plainant and that the said Complainant did reject the
said Proposal and that the said Complainant did send
this Deponant constantly or frequently Again to Demand
the Remainder of the said Principal and Interest and that
the said Complainant on Account of his not paying the
Remainder of the said Principal and Interest did send for the
said Defendant and that the said Defendant did go to the said
Complainant and that one Mostonmar Chetty did go along
with him to the said Complainant and that Mostonmar Chetty
for and Account and in the Presence of the said Defendant Did
desire the said Complainant to Redeem the said Mortgage to the
said Buddasengalalee and take the said House Bill of Sale
as a Security for her said Debt and that the said Defendant or
the said Mostonmar Chetty for him did tell the said
Complainant that he the said Defendant would give a fresh
Mortgage of the said House in Question to the said Compt.t
for the said whole Amount of her Debt and also of the
said Buddasengalalee but that the said Complainant
Did not agree thereto and that the said Complainant did

not to this Interrogatory.

5th To the Fifth Interrogatory This Deponant saith that the said Buddasingalatoo did after the Decease of Mootoomee Chitty apply to George Mackay Esqr as a Justice of Peace & desire him to grant an Order to put up to Sale the House in Question and that the said Mr. Mackay did Order the said House to be Advertized to be Sold at Pettick Outcry or Auction on Account of the said Mortgage to the said Buddasingalatoo and that the said Defendant did thereupon Apply to the said Complainant and Acquaint her with the said Circumstances of the said House being Ordered to be sold & that the said Defendant did then desire the said Complainant to Undertake the said Affair and that the said Defendant did assure the said Complainant to Redeem the said Mortgage to the said Buddasingalatoo and to take the said House as Security and that the said Defendant did pay her what was Answerable to the said Complainant for both the Amount Principal and Interest then due to the said Complainant and also the Amount of the said Buddasingalatoo's Mortg and that the said Complainant did then in Consequence of the said Offer and Promise of the said Defendant agree that the said Complainant did in Pursuance thereof Defendant to

Buddasingalatoo all Charge Agreeable to the said Defendants desire and promise and that such Person or Persons as the said Complainant Ordered to go to the said Mr. Mackay about the said Affair did go with the said Defendant to the said Mr. Mackay accordingly and that the said Message was delivered to the said Mr. Mackay in the Presence of the said Defendant and that the said Defendant did not make any Objection thereto and more saith not to this Interrogatory.

To the Sixth Interrogatory this Deponant saith, that the said Complainant did Agreeable to and in Pursuance of the said Defendants desire and promises mentioned or Alluded to in the last preceding Interrogatory Advance and deliver unto the said Defendant some Sum of Money and that the said Complainant did so Deliver the said Defendant One Thousand and Ninety Eight Pagodas to pay off the said Mortgage to the said Buddasingalatoo and to Redeem and bring the Bill of Sale or Settle Deed in Question to her the said Complainant and that the said Defendant did promise to do so and that the said Defendant did go to the said Buddasingalatoo and that the said Defendant did with the said Money so Advanced to him to the said Complainant pay off the Amount Principal Interest of the said Mortgage to the said Buddasingalatoo and that the said Defendant did take up the said Mortgage to the said Buddasingalatoo and that the said Defendant did carry the said Mortgage and the Bill of Sale or Settle Deed of the said House in Question unto the said Compl't

the said Defendant did take away the said Mortgage to the said Buddaungalatee and that there was no Mortgage of the said House in Question to the said Complainant for paid on performance of the said Defendants Signed and Promise of the whole Amount Principal and Interest of the said Complainants said former Demand together with the said Money so Advanced to the said Defendant to Discharge the said Buddaungalatee's Mortgage as aforesaid that the said Mortgage was fraudulently or unknown sat by me Clerk Writer to the Complainant and that I was by the desire of the said Defendant and that the said Mortgage was so drawn out in the and every Deed by me Signed Sealed by the said Defendant and that the said Defendant did Execute the said Mortgage Deed of his own free Will and Consent and that there was no Solicitations Threats or Promises made use of by any Person whatsoever to Oblige or Induce the said Defendant to Execute the same and that the said Mortgage which the said Defendant is Charged in the same Question in this Cause and that the said Complainant did on the said Defendant Executing the said Mortgage Deed deliver up to the said Defendant the said Old Bond given to him by the said Defendants Deceased Uncle and that the said Defendant received neither by the Complainant or by Georgedass Esquire or any other Person whatsoever Intitled to Sign the said Mortgage by Reasons of the said Uncle and that the said Defendant did not make any Petition to the said Mortgage in the Account Thereof

Common among the Natives in this Country and the People of the said Defendants Cast for the Brothers Son to be called the Uncles Son Particularly if the Father be Dead, and that the said Defendants Father is Dead, and that he died in the year one Thousand Seven Hundred and Sixty Nine and more saith not to this Interrogatory

To the Tenth Interrogatory this Deponant saith that the Defendant in this Cause is their to Mummawankum Mootie Chetty Deceased his the said Defendants Uncle and that the said Defendant is thereby and by the Laws Rules and Customs of his Cast Intitled to the Possession care and Management of his said Uncles Real or Personal Estate Effects and Property and that the said Defendant is Answerable for the Debts of his said Uncle and that the said Defendant has possessed himself of the Estate Effects or Property of his said Uncle and that the said Defendant has Transacted some affairs or Business relative to his said Uncles Estate either by Collecting Receiving or Paying Debts &c.a for Belonging thereto as this Deponant knows and more saith not to this Interrogatory

To the Eleventh Interrogatory this Deponant saith that the said Complainant did after the time limited in the said Mortgage in Question was Expired frequently or several times send this Defendant to the Defendant to Demand Payment of the said Amount Principal and Interest of the said Mortgage and that the said Complainant did so send this Deponant and that the Principal and Interest was Demanded of the said Defendant and Accordingly and the Answer that the said Defendant gave

said three Months sometimes Two or sometimes Seven Eight
or Ten Days and that the said Defendant did procure Payment
thereof and more saith not to the Interrogatory

12th ..... To the Twelfth Interrogatory this Deponant saith that the
Deponant in this Cause did apply to him at Several times after
the Expiration of the time limited for the Payment of the Amount
of the Mortgage in Question in this Cause and came to an
Interest with the Complainant in this Cause to allow some
more time for the Payment of the Amount of the said Mortg
and that the said Defendant did at the time or times of such
Application Promise Payment of the Amount of the
Mortgage and more saith not to this Interrogatory

13th ..... To the Thirteenth Interrogatory this Deponant saith that the
said Defendant did at Several times since the Commencement
of the Present Action apply to him and desire him to take
this Affair for him with the Complainant and that the
Defendant did so do and to say about this Affair that this
Deponant would endeavour to persuade the Complainant
to Deduct some thing from the Amount of the Mortg
Debt he would pay it but that he was unable to pay
as he stood indebted unto the Complainant this Deponant
replyed that he might go and speak further with him
he should say nothing to the Complainant about the
and more saith not to this Interrogatory

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Mayors Court at Madraspatnam

Between Mary Powney of Portsaint George Inhabitant is Complainant and Munnewaukum Mootu Chitty alias Thomas Munnewaukum Mudiah of Madras Merchant Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Court & Sworn before the Cammer on this Court as follows the

Narrain Pillah of Madras Coniscopoly Aged 50 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 18th day of November 1774 Sworn in Person at the Office of Mr Henry Dickens who is Attorne for the Defendant by Candapah my Servant who also left him a Note of the name Style and Place of abode of the said Deponant and afterwards on the same Day being Sworn and Examined Deposeth as follows the

1st ..... To the First Interrogatory this Deponant saith that He doth Know the Complainant Mary Powney in this Cause and that he hath so Known her Thirty Two Years or thereabout and that He doth also Know the Defendant Munnewpukum Mootoo Chitty in this Cause and that he hath so Known him Fifteen Years or thereabouts and more saith not to this Interrogatory

2d ..... To the Second Interrogatory this Deponant saith that that

go to the Complainant on this Cause with one Mootoomar Chitty
and that this Deponant did both by the Desire of the said Defendt
and the said Mootoomar Chitty for and on Account of the said
Defendant Accompany them to the said Complainant and
that the said Defendant or the said Mootoomar Chitty for and
on Account and in the presence of the said Defendant did
desire the said Compl[t] to Redeem the Mortgage of the House
in Question to one Buddasingalatoo and take the said House
of Sale as a Security for the said Debt and that the said Defendt
or the said Mootoomar Chitty for him did tell the said Compl[t]
that the said Defendant would give a fresh Mortgage of the
said House in Question to the said Complainant for the
whole Amount of her Debt and also of the said Buddasingalatoo
and that the said Complainant did not agree thereto and that
the said Complainant did Demand Payment of her
just Demand, and that the said Mootoomar Chitty did

and more saith not to this or the last Interrogatory

Sworn before
Examr

Mayors Court at
Madraspatnam

Between Mary Powney of
Saint George Suburbs Complt
and Mummunkurum Mootia
Chitty Mummunkurum Defdt

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before the Examiner on this Court as followeth

Soyapah of Madras Dubash Aged 32 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 26th Day of November 1774 Sworn in Person at the Office of Mr Henry Dudley who is Attorney for the Defendant by Cundapah any Servant who also left him a Note of the name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st to ——— To the first Interrogatory this Deponent saith that he doth Know the Complainant Mary Powney in this Cause and that He hath or Known Her Fifteen Years or thereabouts and that he doth also Know the Defendant Mummunkurum Mootia Chitty in this Cause and that He hath so Known him Five Years or thereabout — and more saith not to the Interrogatory

5th ——— To the Fifth Interrogatory this Deponent saith that the said Buddasingalatoo Did after the Decease of Mootoomar Chitty apply to George Mackay Esqr as Justice of the Peace and desire him to grant an order to put up to Sale the House in Question and that the said Mr Mackay did order the said House to be Advertized to be Sold at Publick Outcry or Auction on Account of the said Mortgage to the said Buddasingalatoo and that the said Defendant did thereupon apply to the said Complainant and Acquaint her with the said Circumstance of the said House being ordered to be sold &c[a] and that the said Defendant did then desire the said Complainant to undertake the said affair and that the said Defendant did desire the said Complainant to Redeem the said Mortgage to the said Buddasingalatoo and to take the said House as Security and that the said Defen

for both the Amount Principal and Interest then due to
the said Complainant and also to the Amount of the said
Buddasingalatoo Mortgage and that the said Complainant
did then in Consequence of the said Offer and Promises of the said
Defendant agree thereto and that the said Complainant did in
pursuance thereof send Complainants Mr Savage and the Defen-
dant with the said Defendant to the Mrs Mackay to desire her
to stop the sale of the said House as the said Complainant
would pay off the said Buddasingalatoo Mortgage & make
to the said Defendants deeds and promises and that such Deeds
& Powers as the said Complainant ordered to go to the said Mrs
Mackay did accordingly go and that the said Mortgage
delivered to the said Mrs Mackay in the presence of
and that the said Defendant made no Objections thereto
saith not to this Interrogatory

To the sixth Interrogatory this Deponent saith that the Com-
plainant did Agreable to and in pursuance of the said Defen-
dants said Promises mentioned or Alluded to in the preceding
Interrogatory Advanced and delivered to the said Defendant three
Hundred Pagodas or thereabouts to the best of this Deponents
Remembrance to pay off the said Mortgage & Deeds & Buddasing
alatoo and to Redeem and bring the Bill of Sale or Title Deed of
Question to her the said Complainant and that the said Defe
dant did promise to do so and that the said Defendant did pay
to the said Buddasingalatoo and that the said Defendant did

the said Buddasingalatoo and that the said Defendant did take up
the said Mortgage to the said Buddasingalatoo and that the said
Defendant did carry the said Mortgage and the Bill of Sale or
Title Deed of the said House in Question unto the said Compt.
and that the said Defendant did deliver the said Bill of Sale
or Title Deed unto and leave the same with the said Compt.
and that the said Defendant did take away the said Mortgage
to the said Buddasingalatoo and that there was a Mortgage of
the said House in Question to the said Complainant prepared
in pursuance of the said Defendants Request and promise for
the whole Amount Principal and Interest of the said Com-
plainants former Demand together with the said Money so
Advanced to the said Defendant to Discharge the said
Buddasingalatoo Mortgage as aforesaid — The Deponent
does not Recollect by whom the said Mortgage was prepa-
red or Drawn out but it was by the desire of the said Defen-
dant as this Deponent knows and that the said Mortgage
was so drawn out in Name and way desired by or Agreed
to by the said Defendant — and that the said Defendant
did Execute the said Mortgage Voluntarily and of his own
free will and Accord, and that there was not any Solicitations
Threats and Promises made use of by any Person whatever to
Oblige or Induce the said Defendant to Execute the same, and
that the said Mortgage which the said Defendant so Executed
is the same in Question in this Cause, and the said Compt.

did deliver up to the said Defendant the said Bond given to her by the said Defendants Deceased Husband and that the said Defendant was not either by the said Complainant or by George Savage Esqr or any other Person whatever desired to sign the said Mortgage by the name of the said Husband or that the said Defendant did not make any Objection to the said Mortgage Either on Account of the name or anything else — and more saith not to this Interrogatory.

6th — To the Sixth Interrogatory this Deponent saith that by the Custom or Law among the Natives of this Country and the Usage of the said Defendants Cast for the Brothers Sons to Succeed to the Uncles Sons particularly if the Father is Dead that the Defendant Father is Dead that the Defendant Father is Dead as he knows where and how long ago — and more saith not to this Interrogatory.

10th — To the Tenth Interrogatory this Deponent saith that the Defendant in this Cause is here to Mummowankum Mootia Chetty his the said Defendants Uncle and that the said Defendant is Heir by and by the Laws Rules and Customs of the Natives to the Possession care and Management of the Uncles Real or Personal Estate Effects and property and the said Defendant is answerable for the Debts of his said Uncle and that the said Defendant has possessed himself of the Estate Effects and property of the said Deceased Uncle and the said Defendant has Removed some Effects or Property belonging to the said Deceased Uncle before the Death of the said Deceased Uncle and more saith not to this Interrogatory.

12th — To the Twelfth Interrogatory this Deponent saith that the Defendant in this Cause did Apply to him at Several times after the Expiration of the time limited for the Payment of the Amount of the Mortgage in Question and desire him to intercede with the Complainant in this Cause to allow him some more time for the Payment of the said Mortgage and that the said Defendant did at the time or times of such Application Promise Payment of the Amount of the said Mortgage and that the said Defendant did not make any Objection thereto — and more saith not to this or the last Interrogatory.

Welch Exam.

Jayspak

Mayors Courtat Madraspatnam

Between Mary Powney of Fort Saint George Inhabitant Complainant and Mummowankum Mootia Chetty Otherwise Mummowankum Mootiaiah of Madras Merchant Defendant On the Part of the Complainant

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

Mooliah of Madras Cimcoply Aged 40 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 14th Day of December 1774 Sworn in Person at the Office of Mr Henry Du Pay who is Attorney for the Defendant by Cundapah my Servant who

Deponent saith as aforesaid on the same Day being Sworn and Examined Deposeth as follows viz.t

1st To the First Interrogatory this Deponent saith that He doth Know the Complainant Mary Powney in the Cause and that He hath so Known her Fifteen years or thereabouts And He doth also Know the Defendant Mummoraukum Mootue Chitty in the Cause and that He hath so Known him Ten Years or thereabouts And more saith not to this Interrogatory

2d To the Second Interrogatory this Deponent saith that He was present and did see the Mortgage Instrument in Writing mentioned and shown to him at the time of his Examination duly Signed Sealed or Executed by the Defendant in this Cause and that the name thereunto subscribed for the Execution thereof as this Deponent verily believes and the said Defendant did Execute the said Mortgage Instrument or Paper Writing Voluntarily and of his own free will and Accord and that he was not Compelled or Obliged to do so by any Person or Persons whatsoever and the said Defendant was not by the said Complainant or George Savage Esqr. or other Person or Persons whatever Persuaded to Sign the said Mortgage by the name of the said Mootue as this Deponent knows and the said Defendant did not make any Objection to the said Mortgage either on Account of the name of the said Mootue as this Deponent Remembers that the Defendant

more saith not to this or the last Interrogatory

Sworn

Welch
Exam.r

Mayor's Court at
Madraspatnam

Between Mary Powney of Fort Saint George Inhabetant Compltt. and Mummoraukum Mootue Chitty Shewaise Mummoraukum Mootiah of Madras Merchant Defendant

On the Part of the Complainant

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

George Savage Esqr. of Fort Saint George Merchant Aged 28 years being Produced as a Witness in this Cause on the Part of the Complainant was on 12th. day of November 1774 Signified at the Office of Mr. Harry DuPuy who is Attorney for the Defendant by Candapah my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.t

1st To the First Interrogatory this Deponent saith that He

and that He doth also know the Defendant Hamilton mentioned in
the Bill in the Cause and that He hath no Knowledge
Whether he is Married or Single and more saith not to this Int-
erogatory

6th To the Sixth Interogatory this Deponent saith that He
hath seen the Mortgage Instrument or Paper Writing in the
Cause and that Knowes some thing of some Debts of the
Defendants said Bank Mentioned to be due by the said Defend-
and that the said Defendant and assignee to the Deponent
there were severe Outstanding Debts in the Country due the
Property of the Defendant as he Made out of which the Deponent
Knows not and that the said Defendant being the Deponent
would afford him every Assistance in his power both in
Collecting them in, which the Deponent proved to
provided he the said Defendant would present to the
Deponent the Nature of those Debts and the Property
that would lead to the Reimbursement of the Defendant
Matter Aforesaid, for the Deponent from that moment
no more of the said Defendants said Debts and Related
was no way part of the Consideration for the said Defendant
Executing the said Mortgage and that they were not
and to this Deponent as such and more saith not to the
Interogatory

times after the Expiration of the time Limited for the Payment
of the Amount of the Mortgage in Question, and desired him to
Intercede with the Complainant in the Cause to allow some
more time for the Payment of the Amount of the Mortgage
and that the said Defendant did at the same times of
such Application Promise payment of the Amount of the
said Mortgage and more saith not to this Interogatory

7th To the Last Interogatory this Deponent saith, that the De-
fendant did more or less at the said times of Application
to this Deponent say that He was in Expectation of
a Sufficient supply of Money from the Country to Discharge
the Complainants Debt and did more in particular say
that in Eight or Ten Day he expected Money from the Country
and that if this Deponent would prevail upon the Complt.
to wait the said time he the said Defendant promised
faithfully to discharge his Obligation at the Expiration of it
and that this Deponent Agreeable to the Defendants
Request desired the Complainant to wait the said time
who Accordingly did, but without being satisfied by
the Defendant in the fulfilling of his promise
and more saith not to the Interogatory

Welch
Exam.

George Savage

and that the said Defendant is thereby and by the Laws
Rules and Customs of this East Indies Intitled to the Possession
care and Management of his said Uncles Real or Per-
sonal Estate Effects and Property and that the said
Defendant is Answerable for the Debts of his said
Uncle – and that the said Defendant has possessed him-
self of the Estate Effects or Property of his said Uncle
Deceased – but that this Deponent does not know whe-
ther the said Defendant has or has not Transacted any
Affairs or Business relative to his said Uncle's Estate
either by collecting Receiving or Paying Debts &c. of
or belonging thereto – and more saith not to this In-
terrogatory

To the last Interrogatory this Deponent saith that he
was Servant to one Mortomar Chitty and that the Defen-
dant in this Cause used frequently to come to the said Mor-
tomar Chitty's House, and as several time in the pres-
sence of this Deponent told the said Mortomar Chitty
that Mrs Powney the Complainant in this Cause was
pressing his Uncle Mr Manuel an Hindoo Chetty
very much for the Money he stood indebted unto her
and that the said Defendant being that the said Morto-
mar Chitty would go to Mrs Powney and indeavour
to prevail on her to wait a little longer for her Money
– and more saith not to this Interrogatory

Madrapatnam

Depositions of Witnesses taken on the Part
and behalf of the Complainant before the Commissioners
by and upon the Examinations in this Cause as follows –

Deponent Chitty of Madrass Merchant aged 40 Years
sworn and Examined on the Part and behalf of the Com-
plainant this Deponent being produced as a Witness in this Cause on the
plainant was on the 4th day of November 1795 Sworn and Exam-
the Office of Mr Mowry Duffey who is Attorney for the Defen-
Complainant and Examined
Mortomar Chitty Hindoo Merchant
born Portuguese of Madrass
and Defendant
On the Part of the Complainant

dant and Examined this Deponent saith as follows –

To the first Interrogatory this Deponent saith that he
knows the Complainant Mary Powney in the Cause
that She hath an Hindoo Servant Name Manuel
and that She hath also known the Defendant Mor-
tomar Chitty in this Cause and that he hath also
been Twenty Years acquainted with – and more saith not
to this Interrogatory

To the second Interrogatory this Deponent saith that he

Mayors Court at Madraspatnam

Tuesday the 28th. day of March Anno Domini 1775

Present

George Maubray Esquire. Mayor
Reynold. Adams . 2nd. Mayor
and James Call } Aldermen

Between Mary Ewing Wife of George Archdeacon Merchant and Thomas Archdeacon Merchant both of Madras Merchant Executors of the Last Will and Testament of Thomas Ewing late of Madras Merchant deceased Complainants

And Athalore Sadanapah Chetty of Madras Merchant Defendant

Mayors Court

This Cause coming on to be heard and determined this Day on the Bill of the Complainants and Answer of the Defendant being in Court and Reading the Complainants Bill with a Mortgage Bond annexed thereto and the Answer put in by the Defendant thereto and Reading the Interrogatories and Depositions taken on the part of the Complainant and Hearing the Bill read made Use of by the Attorney for the Complainant and full Consideration had thereon This Court doth hereby Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainants the full and just Sum of Two Thousand two Hundred and fifty Pagodas 2250 together with such Interest as shall have accrued thereon from the Time of the Bond being executed

Filed the 7th. March 1774

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Enocheron Surcott by his Attorney Conmuel Lewis Anderson of Madras Inhabitant that Athalore Sadanapah Chetty of the same place Merchant stands indebted unto Your Orator in the full and just Sum of One Hundred and thirty two Pagodas twelve 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 Fifty Pounds and eighteen Shillings or thereabouts arising on the principal and Interest of and upon a Bond or Obligation given and granted unto Your Orator by the said Athalore Sadanapah Chetty Dated the Fifteenth day of October which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Payable on Demand as the Translation whereof Your Orator begs leave to annex hereunto and prays the same may be admitted as part of this his Bill of Complaint And Whereas Your Orator further Sheweth unto this Honble Court that he hath frequently and in an amicable Manner Requested payment of the aforesaid Sum of One Hundred and thirty two Pagodas twelve fanams and forty eight Cash from the said Athalore Sadanapah Chetty But now so it is May it please this Honble Court the said Athalore Sadanapah Chetty Obstinately and Wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays a Writ

Justly and good Reason and for the Rest thereof that the Defendant Padanapah Chetty may upon his Corporal Oath full true and perfect Answer Make to all and singular the Matters and things herein before Set forth and Alledged as fully truly and Particularly to all Intents and Purposes as if the same were again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and two Pagodas twelve Fanams and Forty eight Cash together with all such Interest as now is or shall become due thereon as also all Cost of this Suit

May it Please this Honble Court to Grant unto Your Orator His Majesty's most gracious Writ of Subpœna to be directed to the said Thomas Alkatoor Padanapah Chetty to be Summoned and Commanded by the Sheriff of Fort Saint George Town of Madras or his Deputy to be and Appear before the Honble Court of Chancery to be held for the Presidency of Fort Saint George aforesaid at a certain time and place therein to be by the Court Appointed then and there to Answer the Premises and Abide such further Order and Decree therein as to the Honble Court shall seem meet

W.m DuPuy
Attorney for the Complainant

15th October 1771

Sworn before me Pedro Uppu Modeliar

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Money of Madras which Sum is payable on Demand with the Interest at the Rate of 8 p Cent p Annum Drawn and Signed

Padanapah Chetty

Witness
Vennalah Yethe Rasulo
Pennalah Venkata Kistnamah

Thomas Translation as Near as Can be from the Gentoo Language by Cannapah Swamy Interpreter

W.m DuPuy
Attorney for the Complainant

To all People to whom these presents shall come Greeting
Whereas Alkatoor Padanapah Chetty of Madras Merchant in and by one Bond or Obligation bearing Date the 30th day of October which was in the Year of Our Lord One Thousand Seven Hundred and Seventy became to Cauchevorm Swadett of the same place Merchant in the full and just Sum of One Hundred and Five Pagodas fourteen Fanams and twenty eight Cash for Interest due thereon at eight p Cent per Annum Making together the Sum of One Hundred and Sixty two Pagodas twelve Fanams and Forty eight Cash Condition to be paid on Demand as by the said Bond and Condition thereof May appear Now Know ye that the said Cauchevorm Swadett for and in Consideration of the said Sum of One hundred and Sixty two Pagodas twelve Fanams and Forty eight Cash Current Money of Madras to him in hand paid by Emanuel Louis Anderson of Madras aforesaid Inhabitant the Receipt thereof the said Cauchevorm Swadett doth hereby Acknow-

Sold Over unto the Said Emanuel Luis Anderson the Said Recited Bond or Obligation, and the Money due thereon due and owing and all his Right and Interest of in and to the same And the said Cuncheroom Sundoss for the Consideration aforesaid, hath Made, constituted and appointed and by these presents doth Make constitute and appoint the said Emanuel Luis Anderson his Executors and Administrators his true and Lawfull Attorneys irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the sole and proper Use and Benefit of the said Emanuel Luis Anderson his Executors and Administrators and Assigns to ask require demand and receive of and from the Honble Sadanapah Chetty his Heirs Executors and Administrators the Money due on the said Bond and on Non payment thereof the the said Emanuel Luis Anderson his Executors and Administrators to sue for and recover the same and on payment thereof to deliver up and cancell the said Bond and give sufficient Release and Discharges thereof and one Attorney or Attorneys under him to constitute and substitute whatsoever he the said Emanuel Luis Anderson his Executors or Attorneys shall Lawfully do in the premises hereby the said Cuncheroom Sundoss doth hereby allow and confirm And the said Cuncheroom Sundoss doth covenant with the said Emanuel Luis Anderson that he the said Cuncheroom Sundoss

Lawfull proceedings for Recovery thereof he the said Emanuel Luis Anderson Saving the said Cuncheroom Sundoss harmless of and from any Cost that may happen to him thereby

In Witness Whereof the said Cuncheroom Sundoss have hereunto Sett my hand and Seal in Madras this fourth Day of March in the year of our Lord One Thousand Seven hundred and Seventy four

Sealed & Delivered in the presence of [illegible]

Mayors Court

Tuesday the 4th Day of April Anno Domini 1775

Madraspatnam

Present

George Moubray Esquir Mayor

George Baker and Andr. Majendie

Aldermen

Between Cuncheroom Sundoss by his Attorney Emanuel Luis Anderson of Madras Subaltant Compts and Sadanapah Chetty of the same place Merchant Defendants

It Appearing by the Records of this Court

Answer the Complainants Bill, but untruly and Insufficiently to
which this Court will therefore think fit to Order and Decree
and this Court accordingly Order and Decree that the Defendant shall
pay unto the Complainant the full and just Sum of Rupees Two
and Thirty three Pagodas Seventy seven and Sixty Eight Cash
132 12 68 together with all such Interest as now is or shall
hereafter become Due thereon Until full Payment and the
all Costs of this Suit

Filed the 17th April 1775.

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining

Seven hundred Star Pagodas 83

But now so it is and May it please this Honble
Court the said Meeriayalan Assa Chitty obstinately and wilfully refu-
ses to pay the same or to give Your Orator any Manner of Satisfaction
touching the Premises Your Orator not withstanding Prays a General Relief
such as this Honble Court shall appear unto reasonable to Equity and good
Conscience To the End therefore that the said Meeriayalan Assa
Chitty may upon his Corporal Oath full true direct and perfect An-
swer make to all and Singular the Matters and things herein be-
fore 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 Seven hundred Star Pagodas with
all such Interest as now is or shall hereafter become due thereon also
all Costs of this Suit

May it please this Honble Court to
cause the said Meeriayalan Assa Chitty to be Summoned and requi-
red by the Sheriff of Fort St. George Peon of Madraspatam and
the Distructs 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 stand to and abide by such Order and
Decree therein as to this Honble Court shall seem Meet

Chas. Bromley
Attorney for the Complaint

Jno. Go

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Know all Men by these Presents that I Meeraynalum Alias Chitty Merchant of Madras am held and firmly bound unto Francis Lind also of the same place in the Sum of three hundred Star Pagodas of the Payment whereof well and truly to be made to the said Francis Lind his Heirs Executors Administrators & assigns I do truly bind myself My Heirs Executors & Administrators & by these Presents Witness my hand & Seal at Fort Saint George this Sixth day of April in the Year of our Lord One Thousand Seven Hundred and Seventy four

Whereas the above bound Meeraynalum Alias Chitty is Servant and Steward of the above named Francis Lind for the Sum of three hundred Star Pagodas to him advanced to be paid Nine 9 per Cent per Annum Payable on Demand

Now the Condition of the Obligation is such that if the above bound Meeraynalum Alias Chitty his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Francis Lind his Heirs Executors Administrators or Assigns the full and just Sum of three hundred Star Pagodas together with Interest which is or may become due thereupon this Obligation to be void or else to remain in full force and Virtue

Signed Sealed and delivered
when no Stamped paper was to be had
in the Presence of

Fort St George 6th April 1775

Examined & Compared

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Mayors Court at
Madraspatnam

Tuesday the 25th Day of April
Anno Domini 1775

L.S

Mayors Court

Present
George Moubray Esquire Mayor
Reynold Adams & James Call
Aldermen

Between Francis Lind of Fort Saint George Merchant Complainant and Meeraynalum Alias Chitty of Madras Merchant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court do therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of three Hundred Star Pagodas Star Pagodas 300 Together with all such Interest as now is or shall hereafter become Due thereon Untill full Payment is made also all Costs of this Suit

fee 6.0.0

Filed the 26th April 1775

To the Honble the Mayors
Court at Madraspatnam

this Humble Bill your Orator Pennacle Pongal of Madras aforesaid by his Attorney Command Das Andavan of the same place aforesaid that Kistnapiah and Gnanapiah of the same Place aforesaid Indebted unto your Orator in the Sum and Just Sum of Two Hundred and fifty Pagodas Current Money of the Coast aforesaid Money of Great Britain at the Rate of Eight Shillings and Six Pence the Pagoda aforesaid Principal and Interest due and owing upon a Bond made by the said Obligors to your Orator bearing Date the Twenty fourth day of April in the Year of Our Lord One Thousand Seven Hundred and Seventy three Pagodas on demand with the Interest at the Rate of One per Annum Both which are demands arising for the Loan of this Humble Court and proper Cognizance thereof doth belong to the same Bill of Complaint and your Orator further shews unto this Humble Court that he hath frequently and from time to time Requested payment from the said Kistnapiah and Gnanapiah of the said Sum of Two Hundred and fifty Pagodas

But now so it is, May it please this Humble Court the said Kistnapiah and Gnanapiah Combinedly and Wickedly to pay Regard to the Premises to your Orator's Damage of Defrauding him of the same your Orator therefore prays process of this Honble Court to Issue out of this Honble Court against the said Kistnapiah and Gnanapiah commanding them at a Certain Day and under a Certain Pain therein to be limited personally to be and appear before this Honble Court and then and there to answer the Premises and stand to perform such Order and Decree therein as to this Honble Court shall seem meet and your Orator shall ever pray &c.

H. Du Pery
Attorney for the Complainant

pay unto Your Orator the aforesaid Sum of Two hundred and fifty Pagodas with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Kistnapiah and Gnanapiah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein As to this Honble Court shall seem Meet.

H. Du Pery
Attorney for the Complainant

Dr. Kistnapiah & Gnanapiah on Account Current with Pennavelle Pongah Cr.

23	To Your Mortgage Bond bearing Date this Day	325.-.-	Dec.r 23	By Cash Received in part of Your Mortgage Bond as for Count	75.-.-
				By Ballance Due	250.-.-
	Pagodas	325.-.-		Pagodas	325.-.-

Fort St. George 24th April 1775

Errors Excepted &c

July 25th 1793

We Sheriffs Hestropiah & Gneapiah jointly & severally bound unto Obligation to Peravelle Perrayah upon an Hypothecation Bottomree and Respondentia of Three Hundred and Fifty Pagodas for which we have Mortgaged the Rents of Houses and likewise a Bond or Obligation Bottomree Nindapah Mootiah for the Amount of 75 Pagodas being part of Medallions Share

And to Pay Interest for the said Sum of 12 p Cent p Annum & to Pay the Principal and Interest on Demand and to take up the said Bonds Either of us or on Demand Byrne Pennat to Pay the Mortgage Mutuchee Perrayah Pillai on make Insurance upon Medallion Drawn by Pichikaray Ramiah

Endorsed December 5th

Signed Hestropiah
Gneapiah

Interest paid 50 Pgs
Interest 25 Pgs Which Amounts to 75 Pgs Due Thereon
Bond on the Account of the said Gneapiah

Signed
Bond

Witness Translation as true as Could from the Original Language by Parry Nayaken Interpreter

H. Dibley
Attorney for the Crown

of the same place Inhabitant in the Sum and Just Sums of Three Hundred & twenty five Pagodas Conditioned to be paid on Demand with Interest at the Rate of Twelve p Cent per Annum as by the said Mortgage Bond and Condition thereof may Appear And is now Indebted unto the said Peravelle Perrayah in the Sum of Two Hundred and fifty Pagodas due upon and remaining unpaid of the said Mortgage Bond by the said Hestropiah and Gneapiah

Now Know ye that I the said Peravelle Perrayah for a Valuable Consideration to him in hand paid by Emanuel Luis Anderson of Madras Inhabitant before Ensealing and Delivery of these Presents the Receipt whereof I Do hereby acknowledge and for Divers other good Causes &c. have Assigned Transferred and set over and by these Presents do Assign Transfer and set over unto the said Emanuel Luis Anderson his Executors Administrators and Assigns the Recited Mortgage Bond or Obligation and Condition and the said Sum of Two Hundred and fifty Pagodas and all Interest now Due or which shall or may hereafter accrue and grow due by Virtue thereof and the premises of Payment thereof by the said Hestropiah and Gneapiah I the said Peravelle Perrayah have Made Ordained Constituted and Appointed and by these Presents do Make Ordain Constitute and Appoint by these presents do Make the said Emanuel Luis Anderson my true and Lawfull Attorney for me and in My Name or Otherwise but to his Own proper Use and Behoof to Ask demand sue for Recover and Receive of the said Hestriapiah and Gneapiah his Executors or Administrators all and Every such Sum or Sums of Money both Principal and Interest now are Due or Shall or may hereafter accrue and grow due as afore by Virtue of the said Recited Bond or Obligation and to have take and Use all Lawfull ways and Means in My

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July 15th 1772

We Chrustopher Christopiah & Cumaupiah jointly & severally
Obligation & Peravelle Perrayah upon an Usual Mortgage
Bond or Obligation & Condition of the Same Date Herewith
Bonded and Entered of the Sum of Five Hundred
fifty Pagodas for which we have Mortgaged the Whole of
Lands Houses and Tenements & Real or Immoveable Estate
Mortgaged & Hereditaments Amounting to 550 Pagodas being
Moveable Shares

And to Pay Interest for the Said Sum
of 12 P Cent & Annum & to Pay the Principal
Demand and to take up the Said Bonds Either of us
on Demand Bonds Interest &c Pagodas the Mortg
Mortgage Consisting Total as made Mortgaged
Moveables Drawn by Calculation Bonds

Entered December 5th
Stamp paid 80 Pgs
Stamp 15 Pgs Which Amounts to Pagodas Five
Bond on the Account of the said Mortgage

To all People to whom these Presents shall
Greeting Know Ye that I

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of the same place Inhabitant in the Sum and Just Sum of Three
Hundred & twenty five Pagodas Conditioned to be paid on Demand
with Interest at the Rate of Twelve P Cent per Annum as by the
said Mortgage Bond and Condition thereof may Appear And is now
Indebted unto the said Peravelle Perrayah in the Sum of Five Hun-
dred and fifty Pagodas due upon and Remaining unpaid of the said
Mortgage Bond by the said Christopiah and Cumaupiah

Now Know ye that I the said Peravelle Perrayah for
a Valuable Consideration to him in hand paid by Emanuel Luis
Anderson of Madras Inhabitant before Sealing and Delivery of
these Presents the Receipt whereof I Do hereby acknowledge and for
Divers other good Causes &c. have Assigned Transferred and set over
and by these Presents do Assign Transfer and Set over unto the said
Emanuel Luis Anderson his Executors Administrators and Assigns
the Recited Mortgage Bond or Obligation and Condition and the
said Sum of Five hundred and fifty Pagodas and all Interest now
Due or which shall or may hereafter accrue and grow due by Virtue
thereof and the premises of Payment thereof by the said Kistnapiah
and Cumaupiah The said Peravelle Perrayah have Made Ordai-
ned Constituted and Appointed and by these Presents do Make
Ordain Constitute and Appoint by these presents do Make the said
Emanuel Luis Anderson my True and Lawfull Attorney for me
and in My Name or Otherwise but to his Own proper Use and
Behoof to Ask demand sue for Recover and Receive of the said
Kistnapiah and Cumaupiah his Executors or Administrators all
and Every such Sum or Sums of Money both Principal and In-
terest now are Due or Shall or may hereafter accrue and grow
due to me by Virtue of the said Recited Bond or Obligation and
to have take and Use all Lawfull ways and Means in My

Ly 1st Vol

To the Sheriff Mustaphah & Gurapiah greeting
Whereas Perravelle Perrayah upon an Illegal Bond
Bearing Date the [illegible] day of June 1782 Became Indebted
fifty Pagodas for which sum Did Mortgage the Following
Lands Houses and Premises & Did on Condition therein
Mentioned Recognize the Sum of 75 Pagodas being
Moyety thereof

And to Pay Interest for the said Sum
of 12 p Cent p Annum Etc Pay the Principal
Demand and to take up the said Bonds Etc as per
on Demand Bond Dated the 2d Day of June 1782
Mahaphes Seal of Jurisdiction Thereunto
Madellias Drawn by Calenbury Pannah

Entered December 5th
Rupees paid 50 Pgs
Rupees 25 Pgs Which Amounts to 75 Pagodas Etc
Bond in the Amount of the said Recognizance

of the same place Inhabitant in the Full and Just Sum of Three Hundred & twenty five Pagodas Conditioned to be paid on Demand with Interest at the Rate of Twelve p Cent per Annum as by the said Mortgage Bond and Condition thereof may Appear And is now Indebted unto the said Perravelle Perrayah in the Sum of Five Hundred and fifty Pagodas due upon and Remaining unpaid of the said Mortgage Bond by the said Mustapiah and Gurapiah

Now Know ye that I the said Perravelle Perrayah for a Valuable Consideration to him in hand paid by Emanuel Luis Anderson of Madras Inhabitant before Ensealing and Delivery of these Presents the Receipt whereof I Do hereby acknowledge and for Divers other good Causes &c. have Assigned Transferred and Set over and by these Presents do Assign Transfer and Set over unto the said Emanuel Luis Anderson his Executors Administrators and Assigns the Recited Mortgage Bond or Obligation and Condition and the said Sum of Five hundred and fifty Pagodas and all Interest now Due or which shall or may hereafter accrue and grow due by Virtue thereof and the premises of Payment thereof by the said Mustapiah and Gurapiah I the said Perravelle Perrayah have Made Ordained Constituted and Appointed and by these Presents do Make Ordain Constitute and Appoint by these presents do Make the said Emanuel Luis Anderson my True and Lawfull Attorney for me and in My Name or Otherwise but to his Own proper Use and Behoof to Ask demand sue for Recover and Receive of the said Mustapiah and Gurapiah his Executors or Administrators all and Every such Sum or Sums of Money both Principal and Interest now due or Shall or may hereafter accrue and grow due to me by Virtue of the said Recited Bond or Obligation and to have take and use all Lawfull ways and Means in My

July 25th 1793

We Sheriff Vestanpiah & Gonapiah jointly & severally
Obligation to Peravelle Pongiah upon an Arrest Warrant
Borrowed and Received of him 250 Star Pagodas
fifty Pagodas for which we have Mortgage the Dwelling
Lyan House and Shewing a Well on Mundakkal
Mortgaged Moodaliar the Remainder 75 Pagodas being
Moodaliars Share

And to Pay Interest for the said Sum
of 12 p Cent & Remain Liable to Pay the Principal
Demand and Stake up the said Bonds Either of us
on Demand Bona Vacant 12 Pagodas Rice Sheriff
Mahajan Conveying Palankeen and Coolies
Moodaliar Peon of Pulicherry Bandy

Endorsed December 5th
Interest paid 30 Pags
Deposited 15 Star Which Amounts to 75 Pagodas Clear
Endorsed the Amount of the said Mortgage

Signed

Signed

Signed

To all People to whom these Presents

of the same place Inhabitant in the Sum and Just Sums of Three
Hundred & twenty five Pagodas Condiscened to be paid on Demand
with Interest at the Rate of Twelve p Cent per Annum as by the
said Mortgage Bond and Condition thereof may Appear And is now
Indebted unto the said Peravelle Pongiah in the Sum of Five Hun-
dred and fifty Pagodas due upon and Remaining unpaid of the said
Mortgage Bond by the said Vestanpiah and Gonapiah

Now Know ye that I the said Peravelle Pongiah for
a Valuable Consideration to him in hand paid by Emanuel Luis
Anderson of Madras Inhabitant before Ensealing and Delivery of
these Presents the Receipt whereof I Do hereby acknowledge and for
Divers other good Causes &c. have Assigned Transferred and setover
and by these Presents do Assign Transfer and Setover unto the said
Emanuel Luis Anderson his Executors Administrators and Assigns
the Recited Mortgage Bond or Obligation and Condition and the
said Sum of Five hundred and fifty Pagodas and all Interest now
Due or which shall or may hereafter accrue and grow due by Virtue
thereof and the premises of Payment thereof by the said Vestanpiah
and Gonapiah I the said Peravelle Pongiah have Made Ordai-
ned Constituted and Appointed and by these Presents do Make
Ordain Constitute and Appoint by these presents do Make the said
Emanuel Luis Anderson my True and Lawfull Attorney for me
and in My Name or Otherwise but to his Own proper Use and
Behoof to Ask demand sue for Recover and Receive of the said
Vestanpiah and Gonapiah his Executors or Administrators all
and Every such Sum or Sums of Money both Principal and In-
terest now are Due or Shall or may hereafter accrue and grow
due to me by Virtue of the said Recited Bond or Obligation and
to have take and Use all Lawfull ways and Means in My

July 25th 1773

Be it known Vestropiah & Gaeapiah jointly & Severally
Obligated & Bound unto Peravelle Peroyah upon an Hypothecated
Bond or Deed of Mortgage Bearing Date the 25th day of September
fifty Pagodas for which sum Said Mortgage the Said Vestropiah
& Gaeapiah Have & Do thereby Bind & Mortgage unto the Said
Peravelle Peroyah their Houses and Tenements & Land in Madras
Situated & Being Near the Mosque & Mortgage the Sum of 75 Pagodas being
Principal & Interest thereon

And to Pay Interest for the Said Sum
of 12 p Cent p Annum & to Pay the Principal
on Demand and to Each of the Said Bonds Either of Said
Obligors Do Grant & Agree that the Said
Mortgage Shall Stand & Remain as a Further Security
Mortgage for Satisfying Principal & Interest thereon
Mentioned Witness my Hand & Seal

Sealed & Signed
Vestropiah
Gaeapiah

Entered December 8th
Interest paid 60 Pgs
Unpaid 25 Pgs Which Amounts to 75 Pagodas Principal
Bond on the Account of the said Vestropiah

Signed
Bond

Know all Men by these Presents that We Vestropiah & Gaeapiah
Jointly & Severally Do Acknowledge & Stand Firmly Bound unto
Peravelle Peroyah in the Sum of Five Hundred & fifty Pagodas
Current Coin of the Coast of Coromandel to be Paid to the Said
Peravelle Peroyah his Executors Administrators or Assigns for
which Payment well & Truly to be Made We Do Bind Ourselves
Jointly & Severally our Heirs Executors & Administrators Firmly
by these Presents Sealed with our Seals Dated this 25th day of
September in the Year of our Lord 1772 and in the 12th Year of the
Reign of our Sovereign Lord George the Third by the Grace of God
of Great Britain France & Ireland King Defender of the Faith &c

The Condition of this Obligation is such that if the above bounden
Vestropiah & Gaeapiah their Heirs Executors Administrators or
Assigns Do & Shall well & Truly Pay or Cause to be Paid unto the
above named Peravelle Peroyah his Executors Administrators or
Assigns the Full & Just Sum of Five Hundred & fifty Pagodas
Current Coin of the Coast of Coromandel on Demand with Interest
at the Rate of Twelve p Cent p Annum as by the Said Mortgage
Bond & Condition thereof may Appear Then this Obligation to be
Void & of None Effect or Else to Remain in Full Force & Virtue

Signed Sealed & Delivered
in the Presence of
Vestropiah
Gaeapiah

Received the Day & Year above Written of the above named
Peravelle Peroyah the Sum of Five Hundred & fifty Pagodas
Current Coin of the Coast of Coromandel being the Full Amount
of the above Bond

Witness
Vestropiah
Gaeapiah

of the same place Inhabitant in the Full and Just Sums of Three
Hundred & twenty five Pagodas Conditioned to be paid on Demand
with Interest at the Rate of Twelve p Cent per Annum as by the
said Mortgage Bond and Condition thereof may Appear And is now
Indebted unto the said Peravelle Peroyah in the Sum of Five Hun-
dred and fifty Pagodas due upon and Remaining unpaid of the said
Mortgage Bond by the said Vestropiah and Gaeapiah

Now Know ye that I the said Peravelle Peroyah for
a Valuable Consideration to him in hand paid by Emanuel Luis
Anderson of Madras Inhabitant before Sealing and Delivery of
these Presents the Receipt whereof I Do hereby acknowledge and for
Divers other good Causes &c. have Assigned Transferred and Set over
and by these Presents do Assign Transfer and Set over unto the said
Emanuel Luis Anderson his Executors Administrators and Assigns
the Recited Mortgage Bond or Obligation and Condition and the
said Sum of Five hundred and fifty Pagodas and all Interest now
Due or which shall or may hereafter accrue and grow due by Virtue
thereof and the premises of Payment thereof by the said Vestropiah
and Gaeapiah I the said Peravelle Peroyah have Made Ordai-
ned Constituted and Appointed and by these Presents do Make
Ordain Constitute and Appoint by these presents do Make the said
Emanuel Luis Anderson my True and Lawfull Attorney for me
and in My Name or Otherwise but to his Own proper Use and
Behoof to Ask demand sue for Recover and Receive of the said
Vestropiah and Gaeapiah his Executors or Administrators all
and Every such Sum or Sums of Money both Principal and In-
terest now wee Due or Shall or may hereafter accrue and grow
due to me by Virtue of the said Recited Bond or Obligation and
to have take and Use all Lawfull ways and Means in My

Whereas and Requisitions or Requisitance or other Legal
formal Discharge or Discharges for the same from and
to make that and Perform and to do all other Act Deed thing
things whatsoever concerning the premises or fully to exe-
cute in every Respect as I myself ought or could do if I
were personally present and Attorney or Attorneys one or more
person to make and again at his pleasure to Revoke and
Provided Always & it is Hereby Declared and Agreed
to Covenant Grant and with the said Emanuel Luis Ander-
son Executor Administrator and Assigns that I Shall
Charged or Prevented any Money due or to become due or Payable
Obligation or this present Deed or Release or Discharge the same or any part thereof
will allow all such Lawfull Action or Actions Suits or
proceedings in Law and Equity as shall be thought fit
Defended concerning the same or by Reason thereof and
or Prevention any such Action or Actions Suit or Suits
it Shall and may be Lawfull to and for the said Em-
Anderson his Executor Administrator and Assigns in
his Copy or Copies to be used the Name or Names
Money or Sum or Sums of Money secured by Virtue of these
Bond or Obligation or Condition thereof and that
be Given to me my Executor Administrator or any
Persons or Person for the same And that in the
by Perryah my Executor or Administrator shall and

all and Every such further and other Lawfull and Reasonable Act
& Acts Thing and Things whatsoever be it by making a New Letter
of Attorney or Assignment or otherwise howsoever for the better
Enabling and Authorizing him the said Emanuel Luis Anderson
his Executors Administrators or Assigns to Recover receive take and
Enjoy to his and their Own proper Use and Behoof all such Sum
or Sums of Money as now are or shall Grow Due or payable by
Virtue of the said Recited Mortgage Bond or Obligation and Con-
dition as by the said Emanuel Luis Anderson his Executors Ad-
ministrators or Assigns or by his or their Counsel learned in
Law shall be Reasonably Devised advised and Required and
to and for the true performance of all and Every the Covenants and
Agreement herein before Contained I Bind My self my Heirs
Executors and Administrators unto the said Emanuel Luis
Anderson his Executors Administrators and Assigns in penal
ty of Five hundred and Fifty Pagodas for Lawfull Money

In Witness whereof I the said Perraville Perryah
have hereunto set my hand and Seal in Madras the Twenty
fourth Day of April in the Year of Our Lord One Thousand
Seven Hundred and Seventy Five

In the Presence of
E. Gordon
J. Dacosta

P. Perryah (P.P.)

(172)

Mayors Court at
Madrasapatnam

Tuesday 31st Day of
January Anno Domini 1775

(L.S)

Present

George Maubray Esquire Mayor
George Smith
John Pendock
John Turing
Aldermen

Between Pymaul Chi
late Inhabitant by his
Late Petition of the 2nd
Complainant and Pattah
upon of the same place
Defendant

The Defendant Compared by
and Acknowledging the Justice of the Complainant
Their Court doth Hereby Order and
doth Accordingly Order and Decree that the Defendant
shall pay unto the Complainant the full
Hundred and Fifty Pagodas Pag. 250
with Interest as more as we shall
thereon Hath

(173)

Filed the 31st Jany 1775

To the Honble the Mayors
Court at Madrasapatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Reynold Adams of Fort Saint George
Merchant That Chindatry pattah Arnachellum of Madras
Inhabitant stands Indebted unto Your Orator in the full and
Just Sum of One Thousand Pagodas Current Money of Madras
Making in Sterling Money of Great Britain at the rate of
Eight Shillings for every Pagoda the Sum of Four hundred Pa-
=godas as will more fully and at large Appear by a Copy of a Note
=age hereunto Annexed for the Inspection of this Honble Court and
which Your Orator prays may be Admitted as part of this Your
Orator Bill of Complaint and Your Orator further Sheweth
unto this Honble Court that he hath frequently and in an Ami-
cable Manner Requested Payment from the said Chindatry pattah
Arnachellum of the said Sum of One Thousand Pagodas and
Interest

But now so it is may it Please this Honble
Court the said Chindatry pattah Arnachellum Obstinately and
wilfully Refuses to Say the same or to give Your Orator any Manner
of Satisfaction touching the Premises Your Orator therefore prays
a General Relief such as to this Honorable Court shall Appear
Agreeable to Equity and good Conscience To the End therefore
that the said Chindatry pattah Arnachellum may upon his
Corporal Oath full true Direct and perfect Answer Make to

and alleged as fully truly and effectually to all Intents &
Purposes as if the same were here again Repeated and fully
Interrogated and that he may be Decreed to pay unto the
the aforesaid Sum of One Thousand Pagodas with all such
Interest as now is or shall hereafter become Due thereon
all Costs of this Suit.

May it Please the Worll Court
the said Chundatoy Pettah Annachettum to be
and required by the Mayor & Inhabitants George
patnam and the Portuguese thereof personally to be
before this Worll Court at a Certain time and place
Honorable Court prepared and appointed then and there
their Joint Answer Bill of Complaint and further to
abide by such Order and Decree herein as to this Honorable
shall seem Meet.

John Sykes
Attorney for Complainant

Know all Men by these Presents that I Chundatoy
tah Annachettum for and in Consideration of the Sum
Thousand Pagodas to me in hand paid by Reynold Adams
the Receipt whereof I do hereby acknowledge Have Granted
Mortgaged and assigned and do hereby Grant Bargain Sell
and assign unto him the said [illegible]

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hold the said Garden with all appurtenances now belonging to
the same unto the said Reynold Adams his Heirs Executors Admi-
nistrators and Assigns Provided nevertheless that if at the Expiration
of Six Months from the Date hereof the above mentioned Sum of
One Thousand Pagodas with the Interest of the same after the rate
of Ten p Cent p Annum shall be well and truly paid unto the
said above named Reynold Adams his Heirs Executors Adminis-
trators and Assigns then and immediately upon such Payment
he the said Chundatoy Pettah Annachettum his Executors Adminis-
trators or Assigns shall and may Repossess the Garden and House
above Mortgaged But in Case the said Sum of One Thousand Pa-
godas with the Interest due thereon or any part thereof shall
remain due and unpaid after the time above Limitted the same
having been first Lawfully Demanded It is hereby agreed that
he the said Reynold Adams his Heirs Executors Administrators
or Assigns shall and may put up to Sale at Publick Outcry the
abovementioned Garden and House and out of the Produce from
such shall and may Retain the aforesaid Sum of One Thousand
Pagodas with the Interest due thereon Returning the Overplus
unto the said Chundatoy Pettah Annachettum his Heirs Executors
Administrators or Assigns In Witness whereof I have hereunto
set My Hand and Seal in Fort Saint George this 31st day of
May 1774

Witnesses

A True Copy John Sykes

Mayors Court at Madraspatnam

Tuesday the 2d Day of May Anno Domini 1775

LS

Present

George Monbray Esqr Mayor
George Smith } John Renton } Aldermen
John Isaring

Mayors Court

Between Reynold Adams of Fort Saint George Merchant Complainant and Chindatoy Setted Annawant and Chindatoy Setted Annawant inhabitants of Madras Inhabitants Defendants

It Appearing by the Records of this Court that the Defendant hath been Served with the usual Writ to Answer the Complainants Bill but wilfully and Obstinately refusing so to do Mayrs Court doth therefore think fit the Bill and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of One Thousand Pagodas / Pagodas 1000 — with Interest thereon after the Rate of Twelve per Cent per Annum from the Date hereof until full Payment is made also all Costs of

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the 8 May 1775

To the Honorable the Mayors Court at Madraspatnam

Humbly Sheweth Claiming Wherefore unto this Honble Court your Orator John De Fries of Fort St George Merchant That Whereas your Orator did some time in the Month of June in the Year of Our Lord One Thousand Seven Hundred and Sixty four file his Bill of Complaint in this Honble Court against Navayet Mallony of Madras Merchant for the sum of One hundred and twenty Pagodas due and owing by the said Navayet Mallony on his Bond or Obligation dated the Eighteenth day of February in the Year of our Lord One Thousand Seven hundred and Seventy four to which said Bill of Complaint Your Orator sheweth the said Navayette Mallony did on the twenty Eight day of June in the said last mentioned Year appear and in Court confessed the Justness of Your Orators demand whereupon this Honble Court was pleased to pronounce a Decree in favor of your Orator, as will more fully appear by a Copy of such Decree hereto annexed for the Inspection of this Honble Court and wherein your Orator prays may be taken as part of this Your Orators Bill of Complaint, Your Orator further sheweth that the said Navayette Mallony neglecting to satisfye Your Orator pursuant to the said Decree of this Honble Court, Your Orator obtained a Warrante of Execution directed to the Sheriff of the Town of Madraspatnam against the Effects of the said Navayette Mallony, who returned no Goods or Chattels to be found belonging to him, Your Orator

Set under his Hand and Seal promise and undertake to pay unto your
Orator the Amount Principal and Interest of the Bond mentioned in
said Letter the said Nadayatt Maloney was said as before Mentioned
together with the Copy — that Annexed the Prosecution thereof as
will more fully appear by a Copy hereto annexed for the Inspect-
on of this Hon^ble Court Your Orator further sheweth that the said
Mahomed Shaw Maloney by his aforementioned promise and
Undertaking stands justly and truely indebted unto Your Orator
in the full and just Sum of Seven hundred and fourteen Pagodas
and Thirty one Fanams Making in Sterling Money of Great
Britain after the Rate of Eight Shillings for every Pagoda the
Sum of Two hundred and Eighty five Pounds and Eighteen Shillings
as appears by an Account Current hereto annexed for the Inspection
of this Hon^ble Court And whereas Your Orator hath frequently
and in an amicable manner demanded payment of the said
Mahomed Shaw Maloney

But now so it is May it please this Hon^ble
Court the said Mahomed Shaw Maloney obstinately and wilfully
refuses to give Your Orator any Manner of Satisfaction touching
the premises Your Orator therefore prays a Generall Rule may
to this Hon^ble Court shall appear agreeable to Equity and Good Con-
science To the End therefore that the said Mahomed Shaw
Maloney may upon his Corporal Oath full true Direct and perfect An-
swer make to all and singular the Matters and things herein before
set forth and alledged as fully truely and Distinctly as if the same

Orator the aforesaid Sum of Seven hundred and fourteen Pagodas and
Thirty one Fanams with all such Interest as now is or shall hereafter
become due thereon also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said
Mahomed Shaw Maloney to be Summoned and Required by the Sher-
riff of Fort Saint George Town of Madraspatam and the Districts
thereof personally to be and appear before this Hon^ble Court at a certain
time and place to be by this Hon^ble Court prefixed and appointed then
and there to Answer this Your Orator's Bill of Complaint and fur-
ther to stand and abide by such Order and Decree therein as to this Hon^ble
Court shall seem Meet

Chas Bromley
Attorney for the Complainant

Fort St George 8th May 1775
attested to be Sworn some
time between the days of Adjournment
George Monckton Mayor

D^r Mahomed Shaw Maloney in Acc^t Current with John De Pass Cr^r

1774 Feb^y 18	To your Bond dated this Day for Principal	620	—	1775 May 8	By Ballance	714	31
	To Mr Charles Bromley's Bill for Court Charges	19	6				
	To Bally paid Savagee Mallamy for 184 Days Subs^ce 184 ors	4	11				
	To Gollah Shroff for Indicting & Serving the Bond	2	—				
1775 May 7	To Interest at 1 p^r Cent p^r Annum on Pag^s 620 — for 14 M^s 20 D^s	68	26				
		714	31			714	31

Know all Men by these presents that I Navagyett Mallony of Madras are held and firmly bound unto Mr John de Jouis of the same place Merchant in the penal Sum of one Thousand two hundred and forty Pagodas Current in Madras to the Payment whereof well and truely to be made to the said John de Jouis his Heirs Executors and Administrators or Assigns, I do hereby bind myself my Heirs Executors and Administrators firmly by these presents. In Witness whereof I have hereunto set my Hand at Madras this Eighteenth Day of February in the Year of our Lord One Thousand seven hundred and seventy four.

Whereas the above bounden Navagyett Mallony hath borrowed and received of the above named John de Jouis the full and just Sum of Eleven hundred and twenty Pagodas to run at Interest at the Rate of five per Cent per Annum payable in four Months from the Date hereof

Now the Condition of this Obligation is such that if the above bounden Navagyett Mallony his Heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto the said John de Jouis his Heirs Executors Administrators or Assigns the full and just Sum of Eleven hundred and Twenty Pagodas in four Months from the Date hereof together with such Interest as shall or may become due thereupon, then this Obligation to be void and of no Effect otherwise to Remain in full force and Virtue

Signed Sealed and Delivered in the presence of
Mathew Mark Cooper
Thomas Parker

Signed Navagyt Mallony

Signed Mahomed Shere Malay

Mayors Court at Madraspatnam

Tuesday the 28th Day of June Anno Domini 1774

L.S

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

Between John de Jouis of Fort Saint George Merchant Complainant and Navagyett Mallony Merchant Defendant

The Defendant being in Court and acknowledging the Justness of the Complainants Demand, This Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the full & just Sum of Eleven hundred and Twenty Pagodas (Pagodas 1120) with Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Mayors Court

Geo Savage
Mayr

James Taylor
Regr

Attested to be a true Copy by me

Chas Bromley
Not Publick

Mayors Courtal
Madraspatnam

Tuesday the 5th day of May
Anno Domini 1775.

(L1)

Present

George Moubray Esquire Mayor
George Savage and John Turing
Aldermen

Between John de Lisle Gent
Saml George Merchant Complts
and Savage & Turing Defendants
Madras Merchant Defendants

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Thousand and Fourteen Pagodas and Forty Nine fanams Pagodas together with all such Interest as now is or shall become due thereon Untill full Payment is made also all Costs of this Suit

Fort St. David 8th Jan. 1774.

To the Cur

To the Hon[ble] the Mayor

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this Hon[ble] Court Your Orator Cuvvee Vidanada Moodeliar by his Attorney Charles Bromley of Fort Saint George Merchant that Ramah Swamy of Pooroovally Munnadiar but at present of Madras Inhabitant stands justly and truly indebted unto Your Orator in the Sum and just Sum of three Thousand Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of One Thousand and Two hundred Pounds as will more fully and at large Appear by a Translate of a Promissary Note of Hand and Assignment or Bond for the same with a Power of Attorney hereunto annexed for the inspection of this Hon[ble] Court which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint And Whereas Your Orator hath frequently and in an amicable Manner Requested payment from the said Ramah Swamy of the said Sum of three Thousand Pagodas

But now so it is and May it please this Hon[ble] Court the said Ramah Swamy obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays all and singular the Premises may be Answered by the said Ramah Swamy and that he may upon his Corporal Oath full true direct and perfect Answer Make to all and singular the Matters and things herein before Set forth and alledged as fully and Distinctly to all intents and purposes as if the same were hereunto particularly Interrogated and Specified and particularly Interrogated and

Sum of Three Thousd Pagodas with all such Interest as may
is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause
said Ramah Swamy to be summoned and required by this
riff of Fort Saint George Town of Madraspatnam and the
virons thereof personally to be and Appear before this Hon
Court at a certain time and place to be by this Honble Court pr
fixed and appointed there and there to Stand to and abide by
such Order and Decree thereon as to this Honble Court shall
seem Meet

Chas. Bromley
Attorney for the Complainant

25th May 1771

I Poonmally Mundaliar Ramia Swamy Do hereby ac
ledge to have Borrowed and Received of Cuvvi Vidanada
daliar the full and just Sum of Three Thousand Star Pagod
Pags 3000 / the Principal and Interest Money to be
at the Rate of Eighteen per Cent per Annum Payable upon
Discharge on or before the Tenth Day of June Next 1771
Have Voluntarily given this Obligation Witness my hand
Balabo and Cannaroy Jawahjee Bandaloo Peons
and Signed Ramia Swamy (Sd)

Tetu Translation

To all People to whom these Presents shall come Greeting
Whereas Ramah Swamy of Poonamally Mundaliar but at pre-
sent of Madras Inhabitant in and by a Promissary Note of Hand
bearing date the twenty fifth day of May which was in the Year
One Thousand Seven hundred and Seventy One become bound to
Cuvvi Vidanada Mondeliar of the same place Merchant in the
Sum of Three Thousand Pagodas payable over about the Tenth
day of June in the same Year One Thousand Seven hundred
and Seventy One with Interest as in and by the said Promis-
sary Note may Appear And Whereas there now remains
due to the said Cuvvi Vidanada Mondeliar the said Amount
Principal together with Interest thereon Now know ye
that the said Cuvvi Vidanada Mondeliar for a valuable Consi-
deration to him in hand paid by Charles Bromley of Fort
Saint George Merchant at or before the Sealing and Deliver-
ry of these Presents the Receipt whereof he the said Cuvvi Vida-
nada Mondeliar Doth hereby Acknowledge hath Assigned and
set over and by these Presents Doth Assign and set over unto
the said Charles Bromley the said Promissary Note of Hand
and the Money or Amount Principal and Interest thereupon
due and owing and which may become due thereon and all
his Right and Interest of in and to the same and every part
thereof And the said Cuvvi Vidanada Mondeliar for the Consi-
deration aforesaid hath made Constituted and Appointed
and by these Presents Doth make Constitute and Appointe
the said Charles Bromley his Executor and Administrators

and Administrators for the Sole and proper Use and benefit of the said Charles Bromley his Executors Administrators and Assigns to Ask require Demand and Receive of the said Ramah Swamy his Heirs Executors and Administrators the Money due and to become due on the said Promissary Note of Hand and on non payment thereof he the said Charles Bromley his Heirs Executors and Administrators to Sue for and Recover the same and on payment thereof to deliver up and Cancel the said Note of Hand and give sufficient Releases and Discharges thereof and one or more Attorney or Attornies under him to Act in the premises whatsoever the said Charles Bromley or his Attorney or Attornies under him shall Lawfully do in the premises the said Covoor Vidanada Moodeliar doth hereby allow and Affirm and the said Covoor Vidanada Moodeliar doth Covenant with the said Charles Bromley that he the said Covoor Vidanada Moodeliar doth not Receive nor will Receive the said Money due or to become due on the said Note of Hand or any part thereof he shall or will Release or Discharge the same or any part thereof but will own and allow of all Lawful Proceedings for Recovering thereof he the said Charles Bromley leaving the said Covoor Vidanada Moodeliar harmless and from any Calls that may happen to him thereby In Witness whereof the said Covoor Vidanada Moodeliar hath hereunto set his Hand and Seal in Madras aforesaid this Eighth day of January in the Year of our Lord One Thousand Seven hundred and Seventy four

Signed Sealed & Delivered
in the Presence of

(187)

95

Mayors Court at Madraspatnam

Tuesday the 9th day of May Anno Domini 1775

(L.S)

Present

George Moubray Esquire Mayor
George Savage and John Turing
Aldermen

Between Covoor Vidanada Moo. deliar by his Attorney Charles Bromley of Fort Saint George Merchant Complainant and Ramah Swamy of Pommaly Nunnadore but at present of Madras Inhabitant Defendant

Mayors Court

It Appearing by the Records of this Court that the Defendant hath been Served with the Usual Rules to Answer the Complainants Bill but wilfully and Obstinately refusing so to do This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that Defendant shall pay unto the Complainant the full and just Sum of three Thousand Star Pagodas (Star Pags 3000 ...) together with all such Interest as now is or shall hereafter become due thereon Until full Payment is made also all Costs of this Suit

Vide

(188)

Filed the 25th March 1775

To the Worshipfull the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipfull Court Your Orator Audavan Pauckaun Sawmy Chitty Son of Audavan Pauckaun Chinnan Mooda Chitty Deceased by his Attorney Samuel Lucas Anderson of Madras Inhabitant that Appapoah of Poliam but at Present of Chingleput Inhabitant stands indebted unto your Orator in the Full and Just Sum of Three Hundred and Fifty 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 Pounds as does more Particularly and at Large Appear by an Account Current and also by the Copies of the Translation of three Bonds or Obligations given and granted unto the Deceased Audavan Pauckaun Chinna Mooda Chitty by the said Appapoah Sollicone Under the date of the Eleventh day of January in the Year of Our Lord One Thousand Seven hundred and Seventy Payable on or before the Nineteenth day of February in the aforesaid Year Also Under the date of the Eleventh day of July aforesaid Payable and Due and One another the date of the Twelfth day December aforesaid Payable and Due which are herewith Annexed for the Inspection of this Worshipfull Court and prays the same May be Admitted as part of this his Bill of Complaint the Originals whereof are in Your Orator's Possession and ready to be produced before this Worshipfull Court if Required and Your Orator further Sheweth that the said Appapoah hath frequently Promised to pay unto Your Orator the aforesaid Sum of Three hundred and Fifty Pagodas from the said Appa-

(189) 96

Court that he hath frequently and in Amicable Manner Requested Payment pial. But now so it is May it please this Worshipfull Court the said Appapoah Obstinately and Wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief such as to this Worshipfull Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Appapoah may upon his Corporal Oath Full True Direct and Perfect Answer Make to all and Singular the Matters and things herein before set-forth and alledged as fully truely and Effectually to all Intents and Purposes as if the same were herein Repeated and particularly interrogated and that he may be decreed to Pay unto Your Orator the Aforesaid Sum of Three hundred and Fifty Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Worshipfull Court to Cause the said Appapoah to be summoned and Required by the Sheriff of Fort Saint George and Town of Madraspatnam and the Districts thereof personally to be and appear before this Worshipfull Court at a certain Time and Place to be by this Worshipfull 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 Worshipfull Court shall seem Meet

Wm Dibbery
Atty for the Complainant

N1775
26th March
This Bill was shewn to me on the
Day of Adjournment Let a Summons
Issue thereon Returnable Next Court day

Wm Dibbery
Atty for the Complainant

Dr. Appapoolen Account Current with Audoompauckum Sawmy Chitty &c.

1770			Pag. Fs. C.		Pag. Fs. C.
June	25.	To your Bond to Audoom Pauckum Chinna Mootoo Chitty dated this Date Payable in a Month Time which you frequently permitted to pay time as Brother and Heir to the said Deceased	350 — —	By Ballance Due	350 — —
July	18.	To — Dr. — for this Date Payable on Demand	100 — —		
Decr.	12.	To — Dr. — for this Date Payable on Demand	200 — —		
		Pagodas	350 — —	Pagodas	350 — —

Fort St. George 25th March 1775.
Errors Excepted
P

25th January 1770.

Appapoal Son of Nainapillah Do give this Bond to Audoompauckum Chinna Mootoo Chitty that is to say on My Proper Proper account & Paddy Contractor Do owe & Remain Indebted unto the said Audoompauckum Chinna Mootoo Chitty aforesaid the full and Just Sum of Fifty Pagodas Current Money of Madras for which Sum I promise to pay or cause to be paid unto the said Audoompauckum Chinna Mootoo Chitty aforesaid or to his Order on or before the Thirtieth day of February next Ensuing the date hereof Fifty Pagodas Current Money of Madras for value received and I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents Witness my hand and Seal this 25th day of January 1770 Voluntarily Given this Bond Witness &c.

Signed
Appapoolen

Witnesses
Weramakee Veerah Chitty &c
Ramy Chitty
} Done Translation as near as can be from the Original Malabar Language

Wm Dalrymple

97 11th July 1770

Appapoal Son of Nainapillah Do hereby Acknowledge to have Borrowed and Received from Audoompauckum Chinna Mootoo Chitty the full and Just Sum of One hundred Pagodas Current Money of Madras Payable on Demand with Interest at the Rate of 12½ Cent per annum Drawn &c

Signed
Appapoolen

Witnesses
Vola Mukee Veerah Chitty &c
Ramy Chitty
} Done Translation as near as can be from the Original Malabar Language

Wm Dalrymple
Attr for the Complainant

12th December 1770

Appapoal Son of Nainapillah do hereby acknowledge to have Borrowed & Received of Audoom Pauckum Chinna Mootoo Chitty the full and Just Sum of Two Hundred Pagodas Current Money of the Coast Pagodas payable on Demand with Interest at the Rate of Nine per Cent per annum Drawn &c

Signed by
Appapoolen

Witnesses
Vola Mukee Veerah Chitty &c
Ramy Chitty
} Done Translation as near as can be from the Original Malabar Language

Wm Dalrymple
Attr for the Complt

To all to whom these Presents shall come Audoom Pauckum Chinna Sawmy Chitty as Brother and Heir of Audoom Pauckum Chinna Mootoo Chitty send Greeting Whereas Appapoal of Nattapallam but at Present of Chingleputt Inhabitant in and by one Bond or Obligation Bearing Date the Thirtieth Day of January in the Year of Our Lord One Thousand Seven Hundred and Seventy Became Bound unto the said Audoompauckum Chinna Mootoo Chitty in the Sum of Fifty Pagodas Current Money of Madras for the Payment of which Sum of Money he the said Appapoal bound himself his Heirs Executors and Administrators firmly by the said Bond or Obligation as by the same Bond or Obligation Reference being thereunto had may more fully and at large appear And Whereas the said Audoompauckum Chinna Mootoo Chitty hath since departed this Life Intestate and Without Issue Male and the said Sum of Fifty Pagodas Current Money of Madras with Interest for the same is now Due and Owing to me the said Audoom Pauckum Chinna Sawmy Chitty as Brother and Heir of the said Audoompauckum Chinna Mootoo Chitty deceased

unto Audumpauckum Chinna Mootu Chitty in his Life time in the
Sum of fifty Pagodas Current Money of Madras Payable in Months
time as by the said Bond and Condition thereof may Appear and which
said sum the said Appraisal hath frequently promised to pay unto
Audumpauckum Sawmy Chitty Brother and Heir to the said Deceased

Now Know ye that I the said Audumpauckum Sawmy
Chitty for a Valuable Consideration to him in hand paid by Emanuel
Luis Anderson of Madras Inhabitant before the ensealing and Deliv-
very of these presents the Receipt whereof I do hereby acknowledge and
therewith Clear Exonerate & Discharge the said Emanuel Luis Anderson
by these Presents do Assign Transfer and Deliver unto the said Emanuel
Luis Anderson his Executors Administrators and Assigns the Said
Bond or Obligation and Condition and the said Sum of fifty Pag-
godas and all Interest now Due or which shall or may hereafter
Become and Grow due by Virtue thereof and the former Pay-
ment thereof by the said Appraisal. He the said Audumpauckum
Sawmy Chitty have Made Ordained Constituted and Appointed and
by these presents do Make Constitute and Appoint by these Pre-
sents do Make the said Emanuel Luis Anderson My true and
Lawfull Attorney for me and in My Name or Other wise but to
own proper Use & Behalf to ask Demand sue for Recover and
receive of the said Appraisal his Heirs Executors or Assigns and Every
all & every such or Sums of Money both principal and Interest
now are due or shall or may hereafter become and Grow due by
Virtue of the said recited Bond or Obligation and to have take
Use all Lawfull Ways and Means in My Name or Otherwise
for Recovery thereof by Action Suit Arrest or Otherwise and

and Deliver and to do all other Act and Acts Thing & Things what-
soever concerning the premises as fully largely and Amply in Every Res-
pect as I my self might or Could do If I were personally present and
Attorney or Attorneys one or More under him for that purpose to make
and agein at his pleasure to Revoke and I the said Audumpauckum
Sawmy Chitty for me my Heirs Executors and Administrators do
Covenant to and with the said Emanuel Luis Anderson his Executors
Administrators and Assigns that I have not Released Discharged
or Received any Money due on the said Bond or Obligation Neither
will any Executor or Administrator Acquit Release or Discharge
the same or any Part thereof but shall and Allow all such lawfull
Action or Actions Suit or Suits and Proceedings in Law and Equity
as shall be brought Prosecuted or Defended Concerning the same
or by Reason thereof And Will and Release or Discontinue Any
such Action or Actions Suit or Complaint and that it shall and May be
Lawfull and for the said Emanuel Luis Anderson his Executors Ad-
ministrators and Assigns to Receive possess Enjoy or Employ to his
own Use all such sum or Sums of Money as shall be Duly Re-
covered by Virtue of the said Bond or Obligation or Condition thereof
without any Account to be given therefor my Executors Administrators
or Any person or Persons whatsoever for the same and that neither I the
or Any person or Persons whatsoever shall Audumpauckum Sawmy Chitty My Executors or Administrators shall
and will Revoke this Letter of Attorney or Writing of Assignment
but that Any Executor and Administrator shall and will upon
Every Reasonable Request Acknowledge and Execute all and Every such
further and other Lawfull and Reasonable Act and Acts thing and things
whatsoever for the Making a New Letter of Attorney or Assignment or
Assignments Bond by Making and Executing and Authorizing him the said

to Succeed take and Enjoy to his and their Own proper Use and Behoof all such Sum and Sums of Money as now are or shall grow due payable by Virtue of the said Recited Bond Obligation and Condition as by the said Emanuel Louis Anderson his Executors Administrators & Assigns or by his or their Counsel learned in the Law shall be Reasonably Devised Advised and Required and to and for the true performance of all and Every the Covenants and Agreements herein before Contained Hereby my self my Heirs Executors & Administrators and the said Emanuel Louis Anderson his Executors Administrators and Assigns in the Penalty of Fifty Pagodas of Lawfull Money

In Witness whereof I the said Audavanpauckum Sawmy Chitty have hereunto Set my hand and Seal in Madras this Eighteenth day March in the Year of Our Lord One Thousand Seven hundred and Seventy five in the Presence of

To all to whom these Presents Shall come Audavanpauckum Sawmy Chitty as Brother and Heir of Audavan Pauckum Chinna Chitty send Greeting Whereas Appapial of Madras Inhabitant was possessed of Sundry Sums of Money by Bond or Obligation Bearing Date the Eleventh of July which was in the Year of Our Lord One Thousand Seven hundred and Seventy Did become bound unto Audavanpauckum Chinnan Mudu Chitty in his Lifetime in the Sum of One hundred Pagodas Current Money of Madras Payable with Interest at the Rate of Twelve per cent per Annum as by the said Bond and Condition thereof may Appear and whereas the said Appapial hath

Now know ye that I the said Audavan Pauckum Sawmy Chitty for a Valuable Consideration to him in hand paid by Emanuel Louis Anderson of Madras Inhabitant before the Ensealing and delivery of these Presents the Receipt whereof I Do hereby Acknowledge and for Divers other good Causes &c. have Assigned Transferred and Setover and by these Presents do Assign Transfer and Setover unto the said Emanuel Louis Anderson his Executors Administrators and Assigns the Recited Bond or Obligation and Condition and the said Sum of One hundred Pagodas and all Interest Now due or which shall or may hereafter Accrue and Grow due by Virtue thereof And the Premises of Payment thereof by the said Appapial I the said Audavan pauckum Sawmy Chitty have Made Ordained Constituted and Appointed and by these Presents do Make Ordain Constitute and Appoint by these Presents do make the said Emanuel Louis Anderson My true and Lawfull Attorney for me in My Name or Otherwise but to his own Proper Use and Behoof to Ask Demand sue for Recover and Receive of the said Appapial his Heirs Executors or Administrators all and Every such Sum or Sums of Money both Principal and Interest now are due or Shall or May hereafter Accrue and Grow due to me by Virtue of the said Recited Bond or Obligation and to have Take and Use all Lawfull ways and Means in My Name or Otherwise for Recovery thereof by Action Suit Arrest or Otherwise and Acquittance or Acquittances or Other legal and Sufficient Discharge or Discharges for the same for me and in my Name to Make Seal and Deliver and to do all other Act and Acts thing and things Whatsoever Concerning the premises as fully largely and Amply in Every Respect as I my self might or Could do if I were personally present and Attorney or Attornies one or

of pleasure to Revoke and the said Andrew Pinckney Savory Pitty by for me My Executors and Administrators to Command to and with the said Emanuel Louis Anderson his Executors Administrators and Assigns That I have not Released Discharged or Received any Money due under Bond or Obligation Neither will I my Executors or Administrators or any person or persons whatsoever for me or them or Without any Account to be Given to me My Executors or Administrators or any person or persons whatsoever for the same but that neither I the said Andrew Pinckney Savory Pitty My Executors or Administrators shall and will Revoke the Letter of Attorney or Writings of Assignment but that I my Executors and Administrators Shall and will upon very Reasonable Request to Make and Execute all and Every such further and other Lawfull Act or Acts and Act and Acts thing and things whatsoever to be by Me or them Letter of Attorney or Assignment or otherwise however for the better enabling and Authorizing him the said Emanuel Louis Anderson his Executors Administrators or Assigns to Recover Receive take or Enjoy to his and their own proper Use and Behoof all such Sum or Sums of Money as now are or hereafter shall become Due and Payable

Emanuel Louis Anderson his Executors Administrators or Assigns or by his or their Counsel learned in the Law shall be reasonably devised Advised and Required So to and for the true performance of all and every the Covenants and Agreements herein before Contained I Andrew Pinckney Pitty Heirs Executors & Administrators unto the said Emanuel Louis Anderson his Executors Administrators and Assigns in the Penalty of One Hundred Pagodas of Lawfull Money

In Witness whereof I the said Andrew Pinckney Savory Pitty have hereunto set my hand and Seal in Madras the Twenty fifth Day of March in the Year of Our Lord One Thousand Seven hundred and Seventy five in the Fourteenth

(Ld)

To all to whom these Presents shall come I Andrew Pinckney Savory Pitty of Madras Merchant Send Greeting Whereas Appapeach of Mettu Pollam but at present of Chingleput Inhabitant in and by one Bond or Obligation Bearing Date the Twelfth Day of December in the Year of Our Lord One Thousand Seven hundred and Seventy Six became bound unto Andrew Pinckney Savory Pitty in the Sum of Five Hundred Pagodas Current Money of the Coast Lyable on Demand with Interest at the Rate of Nine per Cent p Annum as Lyable on Demand with Interest at the Rate of Nine per Cent p Annum as by the said Bond and Condition thereof May appear and whereas the said Appapeach hath frequently promised to pay unto the said Andrew Pinckney Savory Pitty as Brother and Heir to the said Deceased Andrew Pinckney Savory Pitty for Now Know ye that I the said Andrew Pinckney Savory Pitty for & in Consideration to him in hand paid by Emanuel Louis Anderson of Madras Inhabitant before the Ensealing and Delivery of these Presents the Receipt whereof I do hereby Acknowledge and for Divers other

Presents do assigne Seale and for it by these Presents do Assigne Seale and
Deliver unto the said Emanuel Lewis Anderson his Executors Adminis-
trators and Assigns The Recited Bond or Obligation and Condition and
the said Sum of Five Hundred Pagodas and all Interest now due
Which shall or may hereafter Accrue and Grow due by Virtue of
and the Powers & Agreements therein by the said Appraisers Audum
Pauckum Sawony Chetty have Made Ordained Constituted
and Appointed and by these Presents do Make Constitute and Ap-
point by these presents Do Make Constitute and Appoint by these
Presents do Make the said Emanuel Lewis Anderson My true and
Lawfull Attorney for me and in My Name or otherwise but to his
own proper Use and Behoof to Ask Demand sue for Recover and
receive of the said Appraisers their Executors or Administrators
all and every such Sum or Sums of Money Debt Principal and Interest
and now are Due or shall or may hereafter accrue and grow Due
to me by Virtue of the said recited Bond or Obligation and the Law
take and use all Lawfull ways and Means in My Name or Other-
wise for Recovery thereof by Action Suit Arrest and Acquittance
or Acquittances or Other Legal and Sufficient Discharge or Dis-
charges for the same for me and in my Name to make Seal and
Deliver and to do all other Act Deeds Thing & Things whatsoever
Concerning the Premises As fully Largely and Amply in Every Re-
spect as I my Self might or could do if I were personally present
and Attorney or Attorneys one or more Under him for that Pur-
pose to Make and Appoint him at Pleasure to Revoke and other
Audum Pauckum Sawony Chetty for me My Name Executors
administrators do Covenant

Released discharged or Received any Money Due on the said Bond or Obli-
gation neither Will I my Executors or Administrators Agree Release
or Discharge the same or any part thereof but shall and will Allow all
such Lawfull Action or Actions Suit or Suits and proceedings in Law
and Equity as Shall be brought Prosecuted or Defended Concerning the
same or by Reason thereof and Will not release or Discontinue any
such Action or Actions Suit or Plaint and that it shall and May be
Lawfull to and for the said Emanuel Lewis Anderson his Executors Adminis-
trators and Assigns to Receive Posess Enjoy or Employ to his Own Use all
such Sum or Sums of Money as Shall be Duly Recovered by Virtues of
the said Bond or Obligation or Condition thereof without any Account to
be Given Unto My Executors Administrators or any Person or Persons
whatsoever for the same and that Neither I the said Audum Pauckum
Sawony Chetty my Executors or Administrators Shall and will
Revoke this Letter of Attorney or Writing of Assignment but that
my Executors and Administrators shall and will upon every Reasona-
ble Request Acknowledge and Execute all and every such further
and Other Lawfull and Reasonable Act and Acts Thing and Things
whatsoever Just by Making a New Letter of Attorney or Assignment
or Otherwise however for the better making and Authorizing him
the said Emanuel Lewis Anderson his Executors Administrators or
Assigns to receive Receive take and enjoy to his and their own proper
Use and Behoof all such Sum and Sums of Money as now are or
shall grow due or payable by Virtue of the said Recited Bond Obli-
gation and Condition as by the said Emanuel Lewis Anderson his
Executors Administrators or Assigns or by his or their Counsel Learned
in the Law shall be reasonably desired advised and required

and Agreements herein before Contained Binding on & serving them Executors and Administrators unto the said Emanuel Lewis and on his Executors Administrators and Assigns in the Penalty of Two hundred Pagodas of Lawfull Money

In Witness whereof the said Gedeon Pouchon Jaworry Reddy have hereunto Subscribed their hand and Seal in Madras the Twenty Seventh Day of March in the Year of Our Lord One Thousand Seven hundred and Seventy four

Sealed & Delivered in the Presence of

Mayors Court at Madraspatnam

Tuesday the 9th day of May Anno Domini 1775

(L.S)

Present

George Moubray Esqure Mayor

George Savage and John Turing Esqrs Aldermen

Between Gedeon Pouchon Jaworry Reddy Broker and Native Inhabitant Plaintiff

But at present of Chengalpatt Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill but wilfully and obstinately refusing so to do. This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Hundred and Fifty Pagodas Pags. 350 — / together with all such Interest as now is or shall hereafter become Due thereon Until full Payment is made also all Costs of this Suit

Filed 21st March 1775

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shewith unto this Honble Court Your Orator Gedeon Pouchon of Madras Inhabitant That Alander Chinnan of present of the same place Inhabitant stands Indebted to Your Orator in the full and Just Sum of One Hundred and Seventy 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 Sixty Eight Pagodas four Shillings and Three Pence or thereabouts Arising upon his Bond or Writing Obligatory, as well upon

Annexed for the Inspection of this Honble Court humbly
Prays Most humbly Prays and prays the same May be
Deemed as part of this Your Orators Bill of Complaint and
Orator further Sheweth unto this Honble Court that the Defen-
dants and in an Amicable Manner requested payment of
the said Aberdeen Cheroun of the said Sum of One Hundred &
Twenty Pagodas and Twenty four fanams, But now so
may it please this Honble Court the said Aberdeen Cheroun
Wilfully and Obstinately refuses to pay the same to
Your Orator any Manner of Satisfaction touching the same
as Your Orator hopes for prays a Speedy Relief unto this
Honble Court shall Appear agreable to Equity and good Cons-
cience To the End therefore that the said Aberdeen Cheroun may
upon his Personal Oath a full true direct and perfect answer
make to all and singular the Matters and things herein
set forth and Alledged as fully truly perfectly and Distinctly as
all Intents and purposes as if the same were hereunto repeated
and Particularly Interrogated and that he may Declare
unto Your Orator the aforesaid Sum of One Hundred and Twenty
Pagodas and Twenty four fanams together with all such
Cost as now is or shall hereafter become due thereon Shall
Pay of this Suit May it please this Honble Court to Cause the
Aberdeen Cheroun to be Summoned and required by the Sheriff of
Fort St George Town of Madraspatnam and the Dubash there
of personally to be and Appear before this Honble Court at a Certain
time and place to be by this Honble Court Limited and Appointed
then and there to Answer the Your Orators Bill of Complaint
and further to Stand to and abide by such Order

Pagodas Vra 24

Pagodas Vra 24

Copy of Bill of Complaint of Aberdeen Cheroun in Account Current with Gudon Firth &c.

Dr

To Amount of Aberdeen Cheroun Bond dated the 15th May 1735 ... 150 ...

To Interest on Ditto Bond from 30th May 1735 to 15th May 1742 ... 20 32

Pagodas 170 32

Madraspatnam 15th May 1742

Errors excepted
Gudon Firth &c.

Mayors Court at Madraspatnam — Tuesday the 8th day of May Anno Domini 1716

(L5)

Present

George Mourat Esquire Mayor

George Baker and John Benton

Aldermen

Between Gedeon Lobb Esqr Plaintiff

and

Joseph Smith Defendant

It Appearing by the Records of this Court the Defendant hath been served with the usual Rules of this Court to Compel him to Compliance with the Plaintiffs Demand This Court doth therefore think fit to Order and Decree Accordingly Order and Decree that the Defendant shall pay the Complainant the full and just Sum of Pags 1742 - 41 Seventy Pagodas and Seventy four fanams Pags 1742 - 41 together with all such Interest as now is or shall hereafter Due thereon Until full Payment is made also all Cost of this Suit

Vera Copia

Filed the 31st Octr 1716

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Willoughby of Madras Merchant that Joseph Smith a Captain in the Service of his Highness the Nabob of the Carnatick at present residing at Madras Stands indebted unto Your Orator in the full and just Sum of One Thousand two Hundred and forty One Pagodas eight fanams and Thirty Seven Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of eight Shillings for every pagoda the Sum of four hundred and ninety three Pounds Nine Shillings and Six pence or thereabouts being the Ballance of the Account Current hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be admitted as part of this his Bill of Complaint and whereas Your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable Manner requested Payment of the said Sum of One Thousand two hundred and forty one Pagodas eight fanams and thirty seven Cash from the said Joseph Smith

But now so it is May it please this Honble Court the said Joseph Smith Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a General Relief which as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Joseph Smith may upon his

singular the Matters and things herein before set forth and alledged as fully timely perfectly and effectually to all Intents and purposes as the same ever hereafter to be pleaded and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Five Thousand two Hundred and forty one Pagodas Eight fanams and Sixty Seven Cash together with all such Interest as now is or shall hereafter become due thereon Also all Costs of this Suit

May it please this Honble Court to Cause the said Joseph Smith to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrespatnam and the Circumjacent Limits personally to be and appear before this Honble Court at a Certain time and place to be therein Limited and Appointed then and there to Answer the Premises Your Orator Well of Complaint and further to Stand to and abide by such Order and Decree therein as this Honble Court shall seem Meet

31st October 1774

H.t DuPuy
Attr for the Complainant

This Bill was shown to me on the day of Appearance to Summons and Warrant at Arrest of the Honorable immediately the Complainant having taken Oath to the Justness of his Demand & that he has Reason to believe that the Defendant will depart from the Jurisdiction of this Court upon hearing this Bill is filed against him

George Savage
Mayor

To John Hollingbery

105

			P	F	C
1773 Novr	15 To the Amount of two Bonds of this date		173	4	
	19 To Cash paid House Rent at St Thomas	7.			
	To Cash Mrs Smith	10.			
December	7 To Cash paid Mrs Smith		17		
	2 To Cash paid Mr Jackson Bill	10.			
	17 To Cash paid for 1 Piece of Prints	2.28			
	23 To Cash paid in part painting Your Chaises	5.			
	24 To Cash paid House Rent for 25 days	12.21			
1774 January	3 To 2 Ladies Caps	7.21	32	27	
	8 To Cash paid Muchy Leather for Chaise	2.10.40			
	18 To Cash paid in full painting Chaise	8.			
	29 To Cash paid Mr Harrisons Bill	11.27			
	30 To Cash paid Mrs Smith	1			
February	2 To Cash paid House Expences	1/4	33	16	40
	14 To Cash paid Taylors Bill	4.14.40			
	21 To Cash paid for Childs Chaise	8			
	To Cash paid for 3 Kilns of Brick	113.21			
March	2 To Cash paid House Expances	1/4	134	35	40
	21 To Cash paid Postage	1. 8			
	23 To Cash paid Do	. 6			
	24 To Cash Lent	50			
	31st To Cash Lent	50	114	14	
April	7 To 12 Qrs of Post paper	4			
	8 To Cash paid House Expences	12			
	11 To 1 Piece of Ribbon	3			
	To Cash paid Postage	2			
	14 To Cash paid Carthen Bricks	1/4			
	29 To Cash paid Do	9.36.40	41	5	40
May	2 To Cash paid House Expences	12			
	To Cash Dud to Thomas Smith	9			
	3 To 1/2 Pound Sealing Wax	1			
	26 To 5/4 of Black Lace	2.21			
	To 1/8 of Gauze	.30			
	To Cash Breakfast for the Gentlemen	3	34	9	
	Carried Over Pag.a		2116	23	40

Brought over Pay 2158.23.4

1774
May 29th To 1 Cutty of Tea ... 2.22.-
To Cash for 500 Rupees ... 1221.-
June 1 To Cash paid Dial for Shr Smith ... 9.-.- 15.-.-
8 To 1 Gold Lace hatt ... 8.22.-
To 2 Chamr Mauns ... 8.-.-
To Order on Alexander Dundas Esq at Trichinopoly in favour of Mrs Preuma Eastwood ... 100.-.- -
To Scarlet & Silver Buckle ... 5.22.-
To Paper of Do ... 3.22.-
To 1 Piece of Ribbon ... 8.-.- 124.-.-
July 4 To Cash paid for Dial for Shr Smith ... 9.-.-
Sept. 1 To 1 Gold Watch ... 3.-.-
To 1 Pound of Candle ... 5.22.-
Oct. 1 To Cash paid Salary Bill for Augt to 6.8.11 ... 22.13.4 Sept 30.10.-
Oct. 6 To Interest on 2 Bonds from Nov. 15th 1773 to this Date being 11 Mos 21 Days (@ 10 p Cent p Annum) ... 102.1.11
To Interest on Disfavourable Exchange as above ... 31.11.2d 133.12.11

upon Augt

17			for 11. 5	@ 10 p Cent p Annum		1.24.3
32	29		10	Do		2.20.-
38	16.40		8.25	Do	Do	2.20.-
139	36.40		8.3	Do	Do	2.22.-
114	14		6.24	Do	Do	2.11.-
41	5.40		5.25	Do	Do	2.11.-
31	9		5	Do	Do	1.24.-
15			4.25	Do	Do	1
132	21		4	Do	Do	1.12.-
37	28.4		24	Do	Do	.15.-
					Do	4.17.-
					Do	11.12

Dr Captain Augustus Hamilton Commanding the Bengal Detachment in Account Current with Brigr Stibbert & Co

1774					
Augt 31st	By Balance Current			2528	12.3
	Pagodas	2528	12.3		

Errors Excepted
Augt 31st 1774
Augustus Hamilton Capt
Commd Detachment

Mayors Court at Madraspatnam

Tuesday the 16th day of May Anno Domini 1775

Present

George Mowray Esquire Mayor
George Baker
John Renton

Aldermen

Mayor's Court

Between John Whitehill Gentleman Merchant Complainant and Joseph the Captain on the behalf of himself and the Rest of the Owners of the Ship Nabob of the Carnatick Defendant at Madras Defendant

It appearing by the Records of this Court the Space of four Months the time Limited in his Majesty's Letters is elapsed since the Return of the Warrant of Appearance against the Defendants Goods, and the Defendant Hath not any appearance in Court to answer the Complainants Bill

Court doth therefore think fit to Order and Decree and Accordingly Order and Decree that the Defendant Joseph pay unto the Complainant the full and just Sum of One Thousand Two Hundred and Sixty One Pagodas Eight fanams and Seven Cash Sterling £241. 6. 3½ together with the Interest as soon as we shall hereafter become Purchasers full Payment made

Filed the 20th Augt 1775

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator George Smith of Fort Saint George Merchant That Veerah Swamy Chitty of the same Place Merchant stands Indebted unto Your Orator in the full and Just Sum of One Thousand Two hundred and Twenty Pagodas Fourteen fanams and forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Four hundred and Eighty Eight Pounds Two Shillings and Ten Pence or thereabouts as will more fully and at Large appear by an Account thereunto Annexed for the Inspection of this Honble Court and to which Your Orator's Bill of Complaint and Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Veerah Swamy Chitty of the said Sum of One Thousand two hundred and twenty Pagodas Fourteen fanams and forty Cash

But now so it is may it please this Honble Court the said Veerah Swamy Chitty Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premisses Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Veerah Swamy Chitty My

Manner Make Full and Singular the Matters and things herein before Set forth and Alledged as fully truely and Distinctly to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand two Hundred and twenty Pagodas Fourteen fanams and forty Cash with all such Interest as were due thereon also all Costs of this Suit

May it Please the Honble Court

the said Orator may Likely to be Compelled to Answer by the Sheriff of Fort St George Towne of Madras therein and the Defendants thereof Personally to be and Appear before this Honble Court at a Reasonable time and Place to be by the Honble Court Directed and Appointed Then and there to answer the Premises Bill of Complaint and further to Stand to and Abide such Order and Decree thereon as the Honble Court shall award

28th August 1774

This Bill was sworn to in open Court the Day of Appearance & Testimonies Sworn thereon returnable Next Court Day

George Savage
Mayor

John Sykes
Atty for the Complainant

Pagodas 1228.14.40

Fort St George 18th August 1774
Errors Excepted
George Smith

Ceora Swamy Chitty in Account with George Smith ... Cr

				1774
				Augt 4 By Balance due to Me
To Amount of the Respondentia Bond				
for the Ship Pearl Merchant Master				
6 Mos and Interest	600.-.-			
Comm Sept 1st	5.22.-.-			
To Amount of Do	100.-.-			
Exchange Pags 4 Fan 33				
Interest Do 6 Mos	5.22.-.-			
Comm Do Sept 1st	5.22.-.-			
To Amount of Do	100.-.-			
Exchange Pags 4 Fan 33				
To S. Interest on the Respondentia Money above 18 Mos	600.-.-			
Comm Do Sept 1st	5.22.-.-			
To Amount of Do	100.-.-			
Exchange Pags 4 Fan 33				
To Interest on the Respondentia Money above 12 Mos	400.-.-			
Comm Do Sept 1st	3.33.-.-			
To Amount of Do	100.-.-			
Exchange Pags 4 Fan 33				
To Interest on the Respondentia Money above 6 Mos	200.-.-			
Comm Do Sept 1st	1.16.-.-			
To Amount of Do	100.-.-			
Exchange Pags 4 Fan 33				
To Interest on the Respondentia Money above 3 Mos	100.-.-			
Comm Do Sept 1st	0.33.-.-			
To Amount of Do	100.-.-			
Exchange Pags 4 Fan 33				
To Interest on the Respondentia Money above 2 Mos	66.-.-			
	12.11.40		24.14.40	
Pagodas	1228.14.40			

Mayors Court at Madraspatnam

Tuesday the 25th Day of May Anno Domini 1775.

Present

George Moubray Esquire Mayor
Reynold Adams James Call and
Charles Edwd Jones Aldermen

Between George Smith of St Mary
George Merchant Complainant and Thos
Swamy Chitty of the same Place Mer-
chant Defendant

It appearing by the Records of this Court that the Space of three Months the time Limited in his Majesty's Arrester for Bail expired since the Return of the Writ of Attachment issued against the Defendants Effects, and the Defendant hath not made any appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and do hereby accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of One Thousand Two Hundred and Twenty Pagodas fourteen Fanams and Forty Cash / Pags 1220. 14. 40. / together with all such Interest as now is or shall hereafter become Due thereon Until full Payment be made and also all Costs of this Suit

Filed the 25th Augt 1774

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Reynold Adams of St Mary George Merchant That Cammachee Verah Swamie of Madras Merchant stands Indebted unto Your Orator in the full and just Sum of Four hundred and Two Pagodas and Forty four fanams Current Money of Madras making one Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and five by four Pounds seven Shillings and six Pence or thereabouts as will more fully and at large Appear by an Account hereunto annexed for the Inspection of this Honble Court And which Your Orator Prays may be Admitted as part of this Your Orator's Bill of Complaint And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Cammachee Verah Swamie of the said Sum of Four Hundred and Two Pagodas and forty four fanams

But now so it is may it please this Honble Court that the said Cammachee Verah Swamie Obstinately and Wilfully Refuses to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a Genral Relief such as to this Honble Court

upon his Corporal Oath full true Direct and perfect Answer
make to all and singular the Matters and things herein before
Set forth and Alledged as fully truly and Effectually to all Intents
and purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto
your Orator the Sum of three hundred and Sixty Pounds
and Thirty four Shillings with all such Interest as now is or
shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause
the said Comanche Sparks Esquire to be Summoned and
Required by the Sheriff of Norfolk and George Town of Nansemond
or his Deputie there personally to be and Appear before
this Honble Court at a Certain time and Place to be by this Honble
Court Regard and Appointed then and there to Answer the Premises
and to Stand to and Abide such Order and Decree therein as to this Honble Court shall
seem Meet

Stephen Sykes
Sol[r] for the Complainants

28th Aug[t] 1774
Then Bill was shown to me
in the Dept of Government Let
advisement Jno Thomson Tebo Mayor
Hust Court Dep[t]

George Savage
Mayor

Samuel Grant & Wm Reynolds Adms[rs]
Comanche Sparks Esquire

1774 Aug[t] 15	Sold for Cash 6 Pairs of Bristol Cotton Hose	29/4
	1 Manufactory 10 3/4 Yards @ 2/	
	1 Pr[s] of Yarn	25/-
	By a Case of Manufactures Dft[o]	410/3d
	By Cash Rec[d]	
	Pagandas	£36.32

(217)

110

Samuel Grant & Wm Reynolds Adms[rs]
Comanche Sparks Esquire

1774 Aug[t] 15	Sold for Cash 6 Pairs of Bristol Cotton Hose	29/4
	1 Manufactory 10 3/4 Yards @ 2/	
	1 Pr[s] of Yarn	25/-
	By a Case of Manufactures Dft[o]	410/3d
	By Cash Rec[d]	
	Pagandas	£36.32

Sam[l] St Antoine Dr[r] to Sam[l] Grant
8th Oct[r] 1774

	Pagandas	32/34
		25/32

Earl of George Town 20th August 1774
Comanche Sparks Esquire
Comanche Sparks Esquire

Mayors Court at Madraspatnam

Tuesday the 23d Day of May Anno Domini 1775.

Present

George Moubray Esquire Mayor
Reynold Adams James Call and
Charles Edwd Jones Aldermen

Between Reynd Adams Gent Joint George Merchant Complainant and Cannacka Cogah Lemmay of Madras Merchant Defendant

It appearing by the Records of this Court that the Space of Six Months of the time Limited in his Majestys Charter for Expired Since the Return of the Warrant of Attachment issued against the Defendants Effects, and the Defendant hath not made any appearance in Court to Answer the Complainants Bill This Court with thereupon think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four Hundred and Five Pagodas and Thirty four fanams Pagodas 410. 34. – together with all such Interest as we shall hereafter Decree Due thereon Untill full Payment is made also all Costs of this Suit

Filed the 29th Aug.t 1775

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orators John Holland George Purnell and Edward John Holland of Fort St George Merchants That Seamangy Vellapah Chitty and Comachey Veerasawmy of Madras Merchants stand Jointly and Separately Indebted unto Your Orators in the full and Just Sum of Four hundred and Ninety six Pagodas four fanams and Seventy seven Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Five hundred and thirty eight Pounds and Nine Shillings as thereabouts Arising on their Bond or Writing Obligatory to Your Orators bearing Date the first Day of July in the present Year of Our Lord One Thousand Seven hundred and Seventy four for the said Principal Sum of Five hundred and Ninety six Pagodas four fanams and Seventy Seven Cash and Interest Arising on and being for the Ballance of a Bond or Writing Obligatory from the said Seamangy Vellapah Chitty and Comachey Veerasawmy Jointly and Separately to Your Orators bearing date the first day of January One Thousand Seven hundred and Seventy three for the Principal Sum of Two Thousand three hundred and fifty five Pagodas Seventy two fanams and Sixty three Cash and Interest Payable on

Your Orators Custody and Ready to be produced for the Inspection of this Honble Court when Required, And Your Orators further Shew unto this Honble Court that they have frequently and in a Amicable Manner Requested Payement from the said Ivanangy Villapa Chitty and Comachey Veeraswamy of the Said sum of Five hundred and Ninety three Pagodas four Fanams and three Ly Seven Cash

But now so it is may it Please this Honble Court the said Ivanangy Villapa Chitty and Comachey Veeraswamy Obstinately and Wilfully Refuse to Pay the same to your Orators any Manner of Satisfaction touching the Premises your Orators therefore pray a General Relief and as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that they the said Ivanangy Villapa Chitty and Comachey Veeraswamy May upon their Corporal Oaths full true Direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that they may be Decreed to pay unto your Orators the aforesaid Sum of Five hundred and Ninety Six Pagodas four Fanams and twenty three Cash with Interest as owing is or shall hereafter become due thereon

the said Ivanangy Villapah Chitty and Comachy Veeraswamy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such order and Decree therein as to this Honble Court shall seem Meet

John Sykes
Atty for the Complainants

29th Augt 1774
This Bill was shewn to me in the Days of Adjournment Let a Summons Issue thereon returnable next Court Day — George Savage
Mayor

Mayors Court at Madraspatnam

Tuesday the 23d Day of May Anno Domini 1775

L.S.

Present

George Moubray Esquire Mayor
Reynold Adams James Call and
Charles Edwd Jones Aldermen

Between John Holland George Pomiland Edward John Holland of Fort Saint George Merchant Complainant and Ivanangy Vellapa

Mayors Book

of Madras Merchant Defendant

It Appearing by the Records of this Court that the Space of Six Months the time Limited in his Majesty's Charter is Elapsed since the Return of the Warrant of Injunction issued against the Defendant's Effects, and the Defendant hath not made any appearance in Court to Answer the Complainant's Bill, this Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Five Hundred and Ninety six Pagodas four Fanams and Seventy Seven Cash Pags 596. 4. 77 together with all such Interest as now is or shall hereafter become Due thereon Until full Payment is made also all Costs of this Suit

Her

Filed the 8th May 1775

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Daniel Shaw of Madras Merchant That Cundapa of the same place Inhabitant stands Indebted unto your Orator in the full and just Sum of Sixty Four Pagodas Sixty five Fanams and Sixty Cash Current Money of Madras Making and being Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fifty two Pounds Ten Shillings and Eleven Pence or thereabouts

Inspection of this Honble Court to which Your Orator Most humbly Refers and prays that the same may be Admitted as part of this his Bill of Complaint And Whereas Your Orator hath frequently and in a friendly manner Requested the Payment of the said Sum of Sixty four Pagodas Sixty five Fanams and Sixty Cash

But now so it is and may it please this Honble Court the said Cundapa Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a general Relief as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Cundapa 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 true by and Effectually to all intents and purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Sixty four Pagodas Sixty five Fanams and Sixty Cash Withall such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Cundapa to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof pursuant 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 Answer thereto as to this Honble Court shall seem Meet

Dan Shaw

Attorney for the Complainant

Madras 26th December 1774

I Cundapa the Son of Pallicottum Gramma Do hereby Acknowledge to have Borrowed and Received of Mr Daniel Shaw the full and just Sum of Seventy Pagodas Current Money of Madras which Sum I Promise to Pay on or before the 10th day of January Next with Interest thereon at the Rate of Nine p Cent p Annum until full Payment is made — this Shall be Voluntarily Given Obligation Drawn by Sagayaha

The Marke of Cundapa

Witnesses
Vincatachan
Soondaravoy

Endorsed
1775 March 5th By Cash Received in part ... Pagodas 37 — —

I True Translate as near as can be taken from the Original in the Malabar Language by Gospel Soorn Court Interpreter

Dan: Shaw
Attorney for the Complainant

114

Cundapa Dr

1774 December	26	To the Amount of your Bond or Working Obligatory in the Malabar Language of the date and payable on or before the 10th day of January 1775	70 — —		
		To Interest on Ditto from the 26th day of December 1774 to the 3 day of May 1775 is 4 Months and 13 days at 9 p Cent p Annum	2 16 50		
		Ditto Creditor			
1775 March	5	By Cash Received in part	37 — —		
		By Interest on Ditto from the 5th day of March 1775 to the 3 day of May following is 1 Month and 28 days at 9 p Cent p Annum	22 70	37 22 70	
		Balance Due Pagodas		34 35 60	

Madras 3 May 1775
Errors Excepted
Dan: Shaw

Mayors Court at Madraspatnam — Tuesday the 30 Day of May Anno Domini 1775

LS

Present
George Moubray Esquire Mayor
Reynold Adams — George Smith
George Savage — George Baker
John Renton — John Turing
Andrew Majendie — James Gill and
Charles Edward Jenks — Aldermen

Between Daniel Sheen
Inhabitant Merchant Complainant
Coadjutor of the same place
Joint Defendant

The Defendant being in Court and Hearing the Justice of the Complainants Demand. This Court do therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of Thirty four Pagodas Thirty five Fanams Cash Pags 34. 35. 60 Together with all such Interest as now is or shall hereafter become Due thereon Untill full Payment be made also all Costs of this Suit.

Per Cur

Dated the 18th April 1796

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vellapah Chitty of Madras Inhabitant Merchant Trading Seaman Mariner of the same place Inhabitant that Chellah Seagapah & Poddy Andiapah of the same place Inhabitant stand indebted unto Your Orator in the full & Just sum of Eighty Nine Pagodas Eight fanams & Thirty five Cash Current Money of Madras Rated in Sterling Money of Great Britaine at the Rate of Eight Shillings for every Pagoda the sum of Thirty five Pounds Thirteen Shillings & two Pence or there abouts as will more fully and at large appear by a Translation of an Agreement

of this Honble Court to which Your Orator Most Humbly refers & prays the same May be Admitted as part of this Your Orator Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested payment from the said Chellah Seagapah & Poddy Andiapah of the said sum of Eighty Nine Pagodas Eight fanams & Thirty five Cash But now so It is may it please this Honble Court the said Chellah Seagapah & Poddy Andiapah obstinately & wilfully refuse to pay the same or to give Your Orator any Manner of satisfaction touching the Premises Your Orator therefore prays a Genl Rule of such as to this Honble Court shall appear Agreeable to Equity & Good Conscience To the End therefore that the said Chellah Seagapah & Poddy Andiapah may upon their Corporal Oaths & full true direct & perfect Answer make to all & singular the Matters & things herein before set forth and alledged as fully truly perfectly and Effectually to all Intents & purposes as if the same were herein again repeated & particularly Interrogated & that they may be Decreed to pay unto Your Orator the aforesaid sum of Eighty Nine Pagodas Eight fanams & Thirty five Cash, together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it please this Honble Court to Cause the said Chellah Seagapah & Poddy Andiapah to be Summoned & Required by the Sheriff of Fort St George Town of Madraspatam and the Districts thereof personally to be & Appear before this Honble Court at certain time and place to be by this Honble Court prefixed & then & there to Answer this Your Orator's Bill

Decree thereon as to this Honble Court shall seem Meet

April 16th 1778

Gideon Smith
Atty for the Complt

The Bill was thereon taken between the
days of Adjournment and the Complainant
having sworn to the Contents of his Demand
and he has Reason to believe that the Defendants
will Abscond from the Jurisdiction of this Court
on hearing that the Bill is filed Against them
let a Subpoena returnable immediately and a
Warrant of Arrest issue

George Mowbray
Mayor

On the Year 1773 and on the day of October Ms Chellah
Seagapah and Poddy Andiapah do Jointly give this Bond
or Writing to Collapah of Madraspatan

Whereas this day having Settled our Accounts with
you and on which a Balance due to You from us of Pags 270 7/16
for which sum We do Hereby Promise and Agree to Pay
the following Piece Goods Viz.

Ten Corges of Moorees of 2 7/8 Cubids wide 18
Cubids long at 13 1/2 Pagodas p Corge Amounting to Pags
135, and we pay ourselves the charges of the washing and Dubby
hire Insurance porterage and customs &c and all the same to be

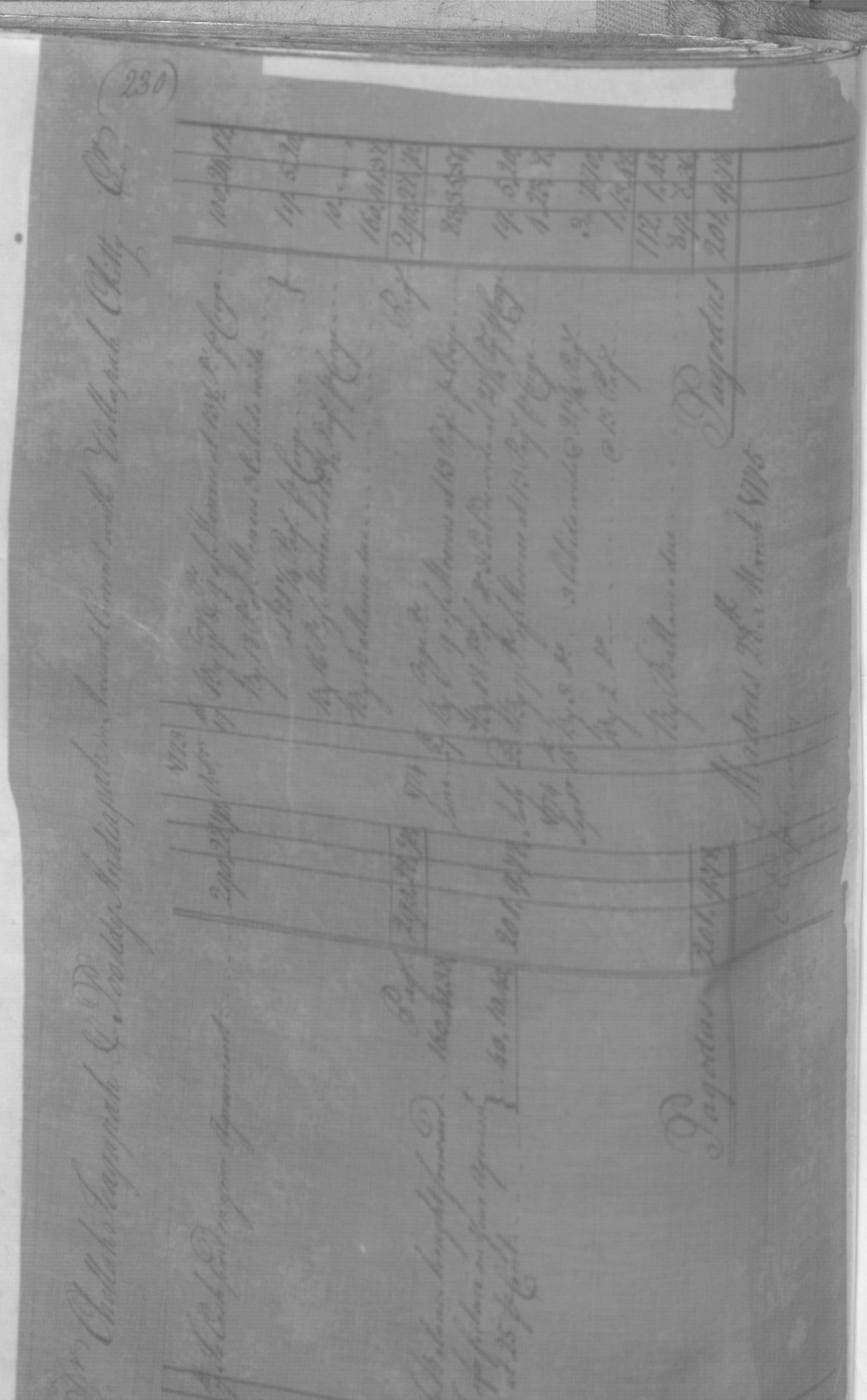
deliver the same on or before the 13th Instant and for the Remaining Pagodas 135 7/16 We do Hereby agree to provide 6 Corges of Moorees of 2 7/8 Cubids wide and 18 Cubids long at 13 Pa 1/2 p Corge Amounting to Pagodas 78 and 4 Corges of Moorees of 3 Cubids wide and 18 Cubids long at 21 1/4 Pagodas p Corge amounting to Pagodas 85 and we agree to pay charges of Insurance porterage freight &c of this parcel also and to deliver the same at the Seagate of this place on or before the 26th December Next ensuing And default of Performing the Premises or the Goods prove to be Defficient either in Sorts or Measures according the Musters deposited with you for that purpose we do hereby promise & Agree to refund the said sum of Pags 270 7/16 with a Profit in Your favour of 25 p Cent thus we do with our consent give this Agreement

Witnesses
Veeraswamy
Marudapah

Signed
Chellah Seagapah
Poddy Andiapah

A true translate from the Original in the Malabar Language by Conscapah Sworn Interpreter

Gideon Smith



To all People to whom these presents shall come Greeting
whereas Chellah Teagapah & Pooddy Indiapah of Madras in
and by an Account Current bearing date the Fifteenth day of Septem-
ber in the Year one Thousand Seven hundred & Seventy four became
Indebted unto Vellapah of the same place Inhabitant in the
full and Just Sum of Eighty Nine Star Pagodas Eight fanams
and thirty Six Cash Now know ye that Vellapah for a
Valuable consideration to me in hand paid by Frances Martins
of the same place Inhabitant the Receipt whereof I the said Vel-
lapah do hereby Acknowledge I the said Vellapah have Assig-
ned and Set Over and by these presents do Assign and Set Over
unto the said Francis Martins the said Account Current and the
Money thereupon due & owing and which shall or may become
due and all my right and Interest of in and to the same and
I the said Vellapah for the consideration aforesaid have made
constitute and Appointed by these presents do make constitute
and Appoint the said Francis Martins his Heirs Executors &
Administrators my true and lawfull Attorney and Attornies
irrevocable for me in my name and on their name and Names
of my Executors and Administrators but for the sole and proper
use and benefit of the said Francis Martins his Heirs Executors and
Administrators, to ask require demand and Receive of the afore-
said Chellah Teagapah and Pooddy Indiapah their heirs Ex-
ecutors and Administrators the Money due and to become due

Frances Martins his Heirs Executors and Administrators to
for and recover the same and on payment thereof to deliver
of the said Account Cancel & Give sufficient Releases and
thereof And every part Attorney or Attorneys under him
and whatsoever the said Frances Martins or his Attorney or
under him shall lawfully do in the premises The said Allapah
hereby allow and affirm and The said Allapah do Covenant
the said Frances Martins that The said Allapah have not
nor will receive the said Money due on the Account Cancel
thereof neither shall or will release or discharge the same
thereof but will Prove and Allow of all Lawful proceedings
any thing The the said Frances Martins having one the said
harmless of and from any suits that may happen to him
Sol Witness whereof The said Allapah have hereunto
Hand and Seal in Madras aforesaid the Seventh
March in the Year One Thousand seven hundred

Witnesses

Annachellum

Mayors Court at
Madraspatnam

Present

George Monbray Esquire Mayor

Tuesday the 3d Day of May
Anno Domini 1775

John Renton John Turing
Andrew Majendie James Call and
Charles Edward Jones Aldermen

Between Allapah Chitty of
Madras Inhabitant by his Attorney
Frances Martins of the same place In-
habitant Complainant and Seagapah
and Poddy Andiapah of the same
place Inhabitant Defendants

It Appearing by the Records of this Court that
the Defendant hath been served with the Usual Rules to Answer
the Complainants Bill but wilfully and Obstenately Refusing so to
This Court doth therefore think fit to Order and Decree and
doth Accordingly Order and Decree that the Defendant shall pay
unto the Complainant the full and Just Sum of Eighty Nine Pagodas
Eight Fanams and Thirty six Cash Pagodas 89. 8. 36 /—
together with all such Interest as now is or shall hereafter become
Due thereon Until full Payment is made also all Costs of this Suit

Fol 42 the 8th April 1775

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this

Highness the Nabob of Arnatack Stands indebted unto Your Orator in the Sum and Sum[s] of Sixty six Pagodas Seventy One fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the sum of Fourteen Pounds and Twelve Shillings with Interest Being the Ballance of an Account of Sundry Sums of Money Disbursed Expended and Disbursed by your Orator for Him Expences on Account of him the said John Lawlefs Augustus Mullock Which Account Comes herewith annexed and which Your Orator prays may be Admitted as part of this his Bill of Complaint And Your Orator further Sheweth unto this Honble Court that he hath Frequently and in an Amicable Manner Requested Payment of the aforesaid Sum of Sixty six Pagodas Seventy One Fanams and Forty Cash from the said John Lawlefs Augustus Mullock

But Now so it is May it Please this Honble Court the said John Lawlefs Augustus Mullock Obstinately and Wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a General Relief may be to this Honble Court shall appear Just and good Conscience To the End therefore that the said John Lawlefs Augustus Mullock 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 Allledged as fully Effectually to All Intents

Decreed to pay unto Your Orator the aforesaid Sum of Sixty six Pagodas Twenty One fanams and Forty Cash With all such Interest as Now is or Shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said John Lawlefs Augustus Mullock to be Summoned and Required by the Sheriff of Forte Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as this Honble Court shall Seem Meet

Hy DuPuy
Atty for the Complainant

1775
3 April

The Bill was shown time in the Days of Adjournment the Complainant having Made Oath to the Justness of this Demand that he hath Reason to believe the Defendant will Depart from the Jurisdiction of this Honble Court on hearing that a Bill is filed against him Let a Summons do Issue thereon Returnable immediately

John Lawless Augustus Mudlock. Dr

1775
Feby 15 To Bread
To Sallat
To Pease & Greens
To Limes
To Curry Stuff
To Ghee
To Fish
To Rice
To Butter
To Eggs
To 4 Chickens
To 3 Fowls
To 1 Hare
To Bottle & Nutt
To Oil
To Pallanquin Boys
To Milk
To Mutton
16 To Barley for Pallanquin Boys
To Do
To Oil
To Milk
To Mutton
To Fowl
To Rice
To Curry Stuff
To Sallat
To Spinage
To Chickens
To Eggs
To Pease & Onions
To Fish
To Ghee
To Bread
To Mutton
To Fowl
To 2 Chickens
To Limes
To Butter
To Sago
To Sallat
To Oil
To Curry Stuff
To 2 Chickens
To Country Beans
To Rice
To Sugar Candy
To Pease & Onions
To Fowl
To Limes
To Butter
To Sago
To Oil
To Milk
To Fish
To Eggs
To Sugar Candy
To Sallat
To Rice
To Curry Stuff & Ghee
To 2 Chickens
To Milk & Tea
To Fish
To Eggs
To Sugar Candy
To Oil
To Broad
To Red Candle
To Pickles for Cock
To Curry
To Spice & Onions
To paid for Shoemaker
To Charcoal
To Limes
To Beans & Butter
To Tobacco
17 To 1 Quarter Mutton
To Candle & Wax
To Fish
To Eggs
To Rice
To 1 Doz Sugar
To Sago
To Ghee & Curry Stuff
To Capon
To Fowl
To 2 Chicken

Brought Over Pags 1 17 40 6 2 60

1775
Feby 15 To Milk & Tea 1
To 1 Fowl 3
To Oil 1
To Bottle & Nutt 1
To Fish 4
To Country Beans 2
To 2 Chickens 4
To Compire 1 20
To Rice 3
To Ghee & Curry Stuff 3
To Mutton 1
To 600 Firewood 9 1 10 60
16 To Mutton 6
To Sallat 1 40
To Rice 3
To Curry Stuff & Ghee 2 40
To 2 Chickens 4
To Milk & Tea 60
To Fish 4
To Eggs 1
To Sugar Candy 3
To Oil 1
To Broad 4
To Red Candle 3
To Pickles for Cock 2
To Curry 1
To Spice & Onions 1
To paid for Shoemaker 20
To Charcoal 5
To Limes 2
To Beans & Butter 6
To Tobacco 1
17 To 1 Quarter Mutton 6 1 10
To Candle & Wax 3
To Fish 3
To Eggs 5 40
To Rice 1 40
To Sugar Candy 1
To Sallat 3
To Limes 2
To Rice 3
To 1 Doz Sugar 1
To Sago 1
To Ghee & Curry Stuff 4
To Capon 3
To Fowl 12
To 2 Chicken 4

Brought Over 4 2 60

Brought Over 1 12 40
To Butter 3
To Tea 60
To Greens 40
To Radish & Onions 40 1 26 20
18 To Sugar Candy 3
To Oil 1
To Milk & Tea 1 20
To Fish 1
To 1 Quarter Mutton 6
To Chickens 2
To Limes 2
To Sago 6
To paid for Mr Jackson 2
To Bottle & Nutt 1
To Sallat 2
To Eggs & Pepper 2 60
To Limes & Tobacco 1
To Wax Candle 3
To Butter & Rice 6
To Ghee & Curry Stuff 3 40
To Radish & Greens 1 40
To Brown 1
To Spice & Onions 1
To Flower 3
To Lofe Butter 3
To Pepper 10 1 15 40
19 To 2 Pages of Butter 6
To 2 Chickens 4
To Firewood 3
To Limes 2
To Sugar 3
To Sallat 1
To Fish 3
To Curry 1
To Eggs 1 40
To Rice 2
To Oil 1
To Curry Stuff 1 40
To Ghee 1
To Country Beans 2
To Sugar Candy 2 20
To Red Candle 3
To Tobacco 40 6 [illegible]

Carried Over 13 20

1775 Brought Feb 12 13 20
Feby 20 To Spirit for Cabbage Water 3
To Wax Candle 3
To Milk & Sore 6
To 200 Bunches Beans 3
To Sallat 1
To Capon 12
To Charcoal 5
To Pepper & Greens 1 20
To Shee & Curry Stuff 3
To Rice 3
To Leaves 6
To Fish 1
To Sour Krout 4
To Eggs 1 6
To Sugar Candy 3
To 6 Limes 6
To Cocoanut Oil & Gist 6
To 1 Fowl 4
To 2 Chickens 4
To Nutmeg 4
To Comp. Oil 4
21 To 6 Leaves 8 1 12 12
To Fish 4
To Chickens 4
To Eggs 4
To Sallat 1
To 1 Pint Beans 1
To Fine Wood 4
To 1 Quarter Mutton 8
To 1 Capon 12
To Potatoes & Greens 1
To Pepper & Onions 1
To Sugar Candy & Butter 3
To Leaves Milk & Sice 6
To Butter & Fish 6
To Meal Shee & Curry Stuff 3
To 3 Chickens 6
To Sallat 1
To Wax Candle & Oil 12
To Bunches Beans & Rice 4
To Sugar Candy & Fowls 12
To Greens & Eggs 2
To Greens Potatoes & Cabbage 1
23 To 3 Leaves Milk & Sice 4 1 7 20
To Rice & Eggs 4
To Fowl & Butter 8
To Sallat & Greens 2
To 1 Fowl & Candle Wax 8
To Oil & Fish 2 6 6 50
To Firewood 2
To 1 Quarter Mutton 5
To Shee & Curry Stuff 2 40
To Bottle & Milk 60
24 To Rice & Sallat 1 40 2 60
To 2 Loaves 3
To Milk Sice & Salt fish 2 40
To 10 Bunches Sugar & 2 Fowls 12
To 2 Chickens & Butter 7
To Fish Beans Leaves & Butter 8
To Sugar Candy & Rice 6
To Shee Curry Stuff & Sallat 3 40
To Wax Candle 3
To Oil & Firewood 8
To Egg 2
To Greens 40
To Beans 1 1 2 20
Carried Over 52 8 40

1775 Brought Feb 52 13 40
Feby 27 To 1 Quarter Mutton 5 40
To Beans & Greens 1
To 2 Leaves & Eggs & Butter 7
To Rice Milk & Sice 3 20
To Eggs potatoes & Fish 4 60
To 2 Chickens & Candle Wax 7
To Firewood & Limes 6
To Sugar Candy & Oil 2
To 1 Fowl & Sallat 6
To Curry Meat & Tobacco 1 1 4
3 To 1 Fowl & 2 Chickens 9
To Flower 2 Eggs 2 lb Rice 9 7
To Shee & Curry Stuff 2 40
To Firewood 3 Meat & Fish 6
To 3 Leaves & Sallat Fish 1 6
To Limes 2 Candle Wax 2 lb 1 60
To Sugar Candy 3 & Butter 3 6
To Nutmeg & Greens 1
4 To 4 Leaves Limes 2 & Eggs 7 40 1 12
To Sugar Candy 2 & Flower 4
To Sugar 6 & Butter 3 9
To 3 Chickens & Curry Meat 7 40
To Potatoes Limes & Greens 3
To Oil Spunhook Bakes & 2 Rice 7
To Shee & Curry Stuff 4
To Milk Fish & 2 Fowls 11
To Spunhook Chickens Sallat 2
To Salt Fish 2
5 To 2 Leaves & Oil & Mutton 11
To 3 Chickens & 2 Fowls 15
To Eggs & Pepper & Butter 6
To Rice Shee & Curry Stuff 5
To Oil Candle & Limes 10
To Sugar Candy 3 & Milk 6
To Fish & Butter Milk 4
To Bread Sugar & Greens 5
To Salt Fish & Curry Meat 2 1 16
6 To 2 Fowls 5 Chickens & Eggs 17
To Candle Wax & Oil 6 9
To Milk & Shee 1
To Table Fish 1
To Limes 2
To Rice Shee & Curry Stuff 6
To Flower 6
To 6 Leaves 4
To Butter & Cocoanut Butter 4
To Potatoes Bread & Eggs 2 1 3

Mayors Court at
Madraspatnam

L.S

Tuesday the 6th day of June
Anno Domini 1775.

Present
George Moubray Esquire Mayor
George Savage and John Turing
Aldermen

Between Veerah Savony
of Madras Dubash Complainant and
John Lawless Augustus Mallock a
Writer in the Service of the Honble the
Nabob of the Carnatick Defendant

It Appearing by the Records of this Court
that the usual Rules have issued for the Defendant to Answer the
Complainants Bill but wilfully and Obstinately Refusing so to do This
Court doth therefore think fit to Order and Decree and doth accord-
ingly Order and Decree that the Defendant shall pay unto the Complai-
nant the full and Just sume of Thirty six Pagodas Twenty One Fanams
and Forty Cash Sa Rupees 36. 21. 40. together with all such Interest
as now is or shall hereafter become Due thereon Until full Payment
is made also all Costs of this Suit

Filed the 16th Feby 1775

Mayors Court

For
To the Honble the Mayors
Court at Madraspatnam

Court Your Orators & Sutors Majestie and Charles Bromley of Fort
Saint George Merchants Cittorel Barret of the same place Merchant
Hands justly and truely indebted unto Your Orators the Principal Sum
of three hundred and fifty four Pagodas Twenty two fanams and three
by Cash 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 Eighty One Pounds Twelve Shillings and
upwards being the Amount of a Bill hereunto annexed for
Inspection of this Honble Court and which Your Orators pray may
be admitted as part of this Your Orators Bill of Complaint And
Whereas Your Orators have frequently and in an humble
Manner Requested payment from the said Cittorel Barret
of the said Sum of three hundred and fifty four Pagodas Twenty
two fanams and Twenty Cash

But notwithstanding and May it please
this Honble Court the said Cittorel Barret Contemptuously and Wilfully
refuses to pay the same or to give Your Orators any Manner of Satisfa-
tion touching the Premises Your Orators therefore Pray as Equitable
relief unto this Honble Court shall Appear Agreeable to Equi-
ty and good Conscience To the End therefore that the said
Cittorel Barret may upon his Corporal Oath full true Direct
and perfect Answer Make to all and Singular the Matters afore-
said as fully at large as herein before Set forth and Charged as fully truely and Sa-
tisfactorally to all Intents and Purposes as if the same were here-
by and Repeated and particularly interrogated and that he may

with all such Interest as now is or shall hereafter become due thereon
also all Costs of this Suite

May it please this Honble Court to Cause the
said Cittorel Barret 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 Cer-
tain time and place to be by this Honble Court prefixed and Appoin-
ted Hereunto and there to Stand to and abide by such Order and Decree
therein as to this Honble Court shall seem Meete

Chas Bromley
Solr for the Complainant

Mr Cittorel Barret ..... Dr

1774
Augt To 1 Pipe of Madeira Wine ..... 90 — —
To 4 Ditto Ditto @ 86 p Pipe ..... 344 — —
434 — —
To Interest on Pa 434 from the above Date to 2d Febry } 20 22 2a
1775 at 5 p Ct p Annt
Pagodas 454 22 2a

Madras
2d Febry 1775 E.E

16th Febry 1775
This Bill was sworn to
before the day of Adjournment
Let a Summons Issue

James Hodges

Chas Bromley
Solr & Majestie

Mayors Court at
Madraspatnam

Tuesday the 24th Day of June
Anno Domini 1775

Present

George Monbray Esquire Mayor
George Savage } John Swiney
Aldermen

Between Andrew Ingate
and Charles Brownlow Edmund
Grange Merchants of the one
part & Ethirul Streedy & Papudoody
Race Merchants Defendants

It Appearing by the Records of this Court that the Usual Rules have been Served for the Defendants to Answer the Complainants Bill but unlawfully and Obstinately refuse to do this Court doth therefore think fit to Attach the Defendants and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainants the full and Just Sum of Four Hundred and Fifty four Pagodas Twenty two Fanams and Twenty Cash Pags 454 22. 20 together with all such Interest as however shall hereafter become Due on Untill full Payment made of the Debt

Mayors Court

Filed the 24th April 1775

(245)

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Willoughby of Madras Merchant that Mar Chetty Summanah Nauck and Ayapauk Kistnama Chetty of the same place Merchants are indebted unto Your Orator in the full and Just Sum of One hundred and five Pagodas Twenty Fanams Current Money of Madras Making in sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty two Pounds and Twelve Shillings or there abouts as by an Account Current hereunto annexed may appear which Your Orator prays May be Admitted as part of this his Bill of Complaint for that whereas the said Mar Chetty Summanah Nauck and Ayapauk Kistnama Chetty did Demand by on Bond or Obligation bearing date the Twenty Seventh day of June which was in the Year of Our Lord One Thousand Seven Hundred and Twenty four jointly and Severally became bound unto Your Orator in the Sum of Two hundred and twenty two Pagodas Thirty One Fanams and Sixty Cash which said Sum is on the said Bond Made payable unto Your Orator in three several Sums to Wit One hundred Pagodas on or before the twenty Seventh day of December which was in the Year of Our Lord One Thousand Seven Hun-

said Bond hereunto Annexed may appear and which Your Orator prays may be admitted as part of this his Bill of Complaint

And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an amicable Manner Requested Payment of the aforesaid Sum of One hundred and thirty Pagodas and twenty fanams from the said Mar Chitty Sunmanah Nauck and Aiyapauk Kistnamah Chitty being the principal Interest of the aforesaid Sum due unto Your Orator as aforesaid

But now so it is May it please this Honble Court the said Mar Chitty Sunmanah Nauck and Aiyapauk Obstinately and wilfully Refuse to pay the same but give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a General Relief and that as the Honble Court shall appear Agreeable to Equity and good Conscience to the End therefore that the said Mar Chitty Sunmanah Nauck and Aiyapauk Kistnamah Chitty may upon their Corporal Oath full true Perfect and particular 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 tho the same were here again repeated and particularly interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and thirty Pagodas and Twenty fanams together with full Costs of Suit

(247)

to cause the said Mar Chitty Sunmanah Nauck and Aiyapauk to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court shall seem Meet

H. Du Pery
Atty for the Complainant

Dr Mar Chitty Sunmanah Nauck & Aiyapauk Kistnamah Chitty in Acct with Jn. John Willoughby Esq

1774			1775		
June	By	To Cash due upon Your Bond the 29th Inst	April 23	By Ballance of Your account until this day	1062a.
1775 April 23		To Interest on do from the 29th June to this day is 9m 24d @ 23 Ds at 8 p Cent p annum			
		Pagodas 1062a.			Pagodas 1062a.

Fort Saint George 23d April 1775

Errors Excepted

p John Willoughby

Know all Men by these presents that We Mar Chitty Summanah Naick and Aayapauk Kistnamah Chitty both of Madras Merchants are jointly and severally held and firmly bound unto Mr John Willoughby of the same place Merchant in the penal sum of Four hundred and forty five Pagodas twenty fanams and forty Cash for the payment Whereof well and truely to be Made unto the said John Willoughby his Heirs Executors Administrators and Assigns We do hereby jointly and severally bind ourselves and our several Heirs Executors and Administrators firmly by these presents Sealed with our Seals Witness our hands and dated in Madras this twenty seventh day of June in the Year of our Lord One Thousand Seven hundred and twenty four.

Whereas the above bound Mar Chitty Summanah Naick and Aayapauk Kistnama Chitty have this day borrowed and Received of the above named John Willoughby the Sum of Four hundred and twenty two Pagodas thirty one fanams and sixty Cash Pagodas in Three several terms that is to say One hundred Pagodas in six Months from the date hereof Sixty Pagodas after the expiration of the said six Months and the remaining Sixty two Pagodas thirty one fanams and sixty Cash after the Expiration of the said second term of six Months the said several terms carrying Interest from the date hereof until Payment thereof

that if the above bound Mar Chitty Summanah Naick and Aayapauk Kistnamah Chitty or either of them their Heirs Executors Administrators and Assigns shall well and truely pay or cause to be paid unto the said John Willoughby his Heirs Executors Administrators or Assigns the full and just Sum of Four hundred and twenty two Pagodas thirty one fanams and sixty Cash at or before the Expiration of the before recited terms of payment or upon the Expiration of the said terms of payment that is to say The Sum of One hundred Pagodas in six Months from the date hereof sixty Pagodas after the said expiration of the said six Months and the remaining sixty two Pagodas thirty one fanams and sixty Cash after the expiration of the said second term of six Months together with Interest upon the payment of the said several sums from the date hereof until Payment be made according to the foresaid terms of payment at the Rate of Eight per Cent per Annum then this Obligation to be void and of no Effect otherwise to Continue in full Force and Virtue.

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

H Dis Pury

The Mark ✠ Mar Chitty
Summanah Naick

H Dis Pury
Attorney for the Complainant

a true Copy

Mayors Court at Madraspatnam

Tuesday the 15th day of June Anno Domini 1773

Present

George Moubray Esquire Mayor
Reynold Adams George Smith
George Baker John Renton
John Turing John Call
Charles Howard Jones Aldermen

Between John Phillips Gent Plaintiff
Madras Merchant Co Partners and
Paul Mar Petty Augustus Petty
and Diego Pauls Partners Defendants

Mayors Court

Upon Complaint Made unto this Court by the Plaintiff
the Complaint Made unto this Court by the Plaintiff

It Appearing by the Record of this Court that the
Defendant hath been Served with the usual Rules to Answer
the Complainants Bill but will fully and Contemptuously Refuse
to do, This Court doth therefore think fit to Order
and doth Accordingly Order and Decree that the Defendant
shall pay unto the Complainant the Sum of Two Thousand
Hundred and Forty Pagodas and Twenty four Fanams
together with all such Interest as may be found due
upon Due Enquiry Touching the Premises

Filed the 9th April 1773

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Narain Chetty of Madras Inhabitant that Paul Benfield also of the same place Merchant stands Indebted unto Your Orator in the full and Just Sum of Two Thousand four Hundred and Forty Eight Pagodas, Thirty One Fanams and Forty Cash Current Money of Madras, Making in Sterling Money of Great Britain at the Rate of Eight Shillings of every Pounds and Eleven Shillings, as their Accounts as well More fully and at Large appear by an Account Current hereunto Annexed for the Inspection of this Honble Court and to which Your Orator humbly Refers praying the same may be Admitted as part of this his Bill of Complaint. Your Orator further sheweth unto this Honble Court that the said Paul Benfield had at the present time in his Custody three Bonds or Bottomry Obligatory and two Receipts for divers Sums of Money which have been Discharged by Your Orator And Whereas Your Orator hath often and in a Friendly Manner Requested the payment of the said Sum of Two Thousand four Hundred and Forty Eight Pagodas, Thirty One Fanams and Forty Cash and likewise the Delivery of the said Paper Discharged by Your Orator But now so it is and May it please this Honble Court the said Paul Benfield Obstinately and Wilfully Refuses to Comply with Your Orators Prementioned Request or give any

Filed

appear agreable to Equity and Good Conscience. To the end, Therefore, that the said Paul Benfield may upon his Corporal Oath, & all due, 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 Sum of Three Thousand three Hundred and Sixty Eight Pagodas Thirty One Fanams and Sixty Cashrith all such Interest as now is or shall hereafter become due thereon, also all Costs of this Suit and to Answer up the said papers Discharged by Your Orator

May it please this Honble Court to Cause the said Paul Benfield to be Summoned and Required by the Sheriff of Fort Saint George, Town of Madraspatnam and the District thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court Prescribed and appointed then and there to answer the 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

Davis Shaw
Attorney for the Complainant

Dr Mr Paul Benfield in Account with Mr Sarjeant Chitty Solicitor &c

1773				
May 31	To Cash Received of Mr Peter Dungan	1033	13	
	To do Received of Rundlett Dunkerley	350		
	To Cash Received of Mr Andrew Ross	223	12	
	To Cash Received of Mr Edward Hall	674	10	
	To Cash Received of Mr Thomas Boyce	153	3	
	To Cash Received of Mr Peter Dungan	1633	10	
	To Cash Received of Mr Andrew Ross	153	2	
	To do for the Produce of Pagodas			178
	To Cash Received of Mr Edward Hall	96	2	
	To Cash Received of Mr Thomas Boyce	1439	2	
	To Balance due to you from Ross	6		
		4711	4	
	Errors Excepted Pr Contra			

Dr Mr Paul Benfield in Account with Mr Sarjeant Chitty Solicitor &c

1773				
May 31	By Cash Received of Mr Peter Dungan	1033	13	
	By do Rundlett Dunkerley	350		
	By Cash Received of Mr Andrew Ross	223	12	
	By Cash Received of Mr Edward Hall	674	10	
	By Cash Received of Mr Thomas Boyce	153	3	
	By Cash Received of Mr Peter Dungan	1633	10	
	By Cash Received of Mr Andrew Ross	153	2	
	By do for the Produce of Pagodas			178
	By Cash Received of Mr Edward Hall	96	2	
	By Cash Received of Mr Thomas Boyce	1439	2	
	By Balance due to you from Ross	6		
		4711	4	
	Errors Excepted Pr Contra			

M.r Paul Benfield in account Current with Nawzun Reddy & Condon (Cr)

To Amount Brought forwards		13466 ½	1770		By Amount Brought forwards		1116 ½
To Sundry Disbursements made by Sundate Cabbaur on Bpful from Cottapollum to Madras and the Interest thereon		932.12	Oct.r	15	By Balance due to Me		8432 1
To Sundry Disbursements Made by Reddy Pillah Ramadoss							
To Cash paid the Honble Reddy Chetty Condon		5					
To the Amount of Sundry Expences from Madras to Cottapollum Debited by Madras		31 ½					
To Cash Disbursed to Coparty Gungaya to pay the Wages due to the People Belonging to the Bpful		160					
To the Amount of Sundry Pepper Royal Sangar and Sangaya belonging to me which was sold and Amount Money being 91 Pagodas		382.12					
To my Commission of 2½ Pagodas pr Cent on 220 Corge of Salt Dispatched from the Northward to Bengal on Your Account on Board of 7 Vessels, and which you Promised to allow me, as p Your Written Agreement in my hands Amount Pagodas 880 Exchange at 350 Rupees pr 100 Pagodas		312. 8					
		3080					

To my Commission of 1½ per Cent on 1,100 Rupees being the Amount of Sundry Sorts of Goods and Grain dispatched to you from the Northward to Madras on 5 Vessels & 5 Sloops — is — 840

To Cash paid Mr Goddard at Nagapatnam on Your Account — 173 ½

To Cash paid to Reporty Gungaya's Cascars by Order of Pinnay Reddy Your Broaming — 100

Rupees — 1960 7½

To Balance due to me as p contra Rupees 8432 1 — Exchange this day at 330 and at Rupees pr 100 Pag.a is Pagodas 2553 6.40

To Interest on Pagodas 2553. 6.40 from the 15th October 1770 to the 31st March 1770 is 5 Months and 15 days @ 2 Cent pr Annum — 73.25

Pagodas — 2648.31.40

Madras 31st March 1771
Errors Excepted

Rupees — 1960 7½

(2557)

Filed the 18th June 1771

The Answer of Paul Benfield
Fort Saint George Merchant Defendt
to the Bill of Complaint of Thomas
Chitty of Madras Merchant Complt

This Defendant now and at all times hereafter
and reserving unto himself all and all Manner of benefit and
advantage of Exception to the many Untruths Errors Uncertainties
Insufficiencies and Imperfections in the said Bill of Complaint as
are material for Answer thereunto is unto so much thereof as
doth materially concern him to make Answer unto he this Defen-
dant Answereth and Saith, that he absolutely denies to Accede
unto the Complainant in the Sum of Two Thousand Six
Hundred and Sixty Eight Pagodas Thirty One Fanams and Eight
Cash as is unjustly set forth and stated in the said Bill of
Complaint and the Account Current thereunto Annexed nor any
other Sum or Sums of Money whatsoever But on the Contrary
Complainant doth stand Indebted unto this Defendant in the
Sum of Six Thousand Nine Hundred and Thirteen Pagodas
Fanams and Forty four Cash as well Manifestly and clearly
appear by an Account hereunto Annexed for the Inspection of
this Honble Court And to which this Defendant prays may be taken
as part of this Answer And this Defendant humbly Submits to the
Honble Board the Nature of the Matters in Question and Refers
and to State the same

Thousand Seven Hundred and Sixty Seven this Defendant being
Credibly Informed that Salt bore a good Price at Calcutta in the King-
dom of Bengal, and thinking if he could procure a Quantity to be
Transported to that place he might Acquire a considerable profit
by it He this Defendant did about the same time Employ the Com-
plainant to take up Vessells to the Northward of this place to Trans-
port Salt for that purpose as well as Grain for Madrass and
other Merchantile Transactions and did Agree to Allow him a Com-
mission for his Trouble and Expence in Transporting Salt to Cal-
cutta Agreeable to the rate at which he might Transport the
same, That the Complainant did Undertake to Manage the
said Concern and this Defendant did Advance him Money for
that purpose, and this Defendant did also at different times
by himself and his Agent to the Northward Advance the
Complainant and People Employed by him to Assist him
in the Management of the said Concern the Sum of Fifty
two Thousand Arcot Rupees, and the Complainant and the
People Employed by him to Transact the said Business hav-
ing Mismanaged the same, Misapplyed the Defendants
Money Advanced for that purpose and by no means Acted
Agreeable to this Defendants Intentions therein or has Con-
tradicted to the Complainant, but to his Loss this Defendant has
been a very great Sufferer, and the Outstanding Concerns of
the said Business being so Intricately Circumstanced by the
Complainants Misconduct that this Defendant could not

that this was the Case, and that he was Accountable to this Defendant for the same, The Complainant did on the first place Perswade & prevail upon this Defendant the Advance which he the Complainant said had been Made the Owners of the Vessells sent to Bengal by his Servant Adapa, a Person he Employed on that Business, and which was paid out of this Defendants Cash then in his hands but without any Directions from this Defendant so to do, the same being over and above the wholeing Freight of such Vessells, which Sum so Advanced did Amount to the Sum of Five Thousand and Five hundred Arcot Rupees and for which Sum the Complainant did give this Defendant a Promissory Note bearing date the Twenty fifth Day of November which was in the Year of our Lord One Thousand Seven hundred and Sixty Eight in this Defendants Custody ready to be produced from the Inspection of this Honble Court when required, The Complainant did also receive Sum of Several Outstanding Concerns in his hands and so mismanaged and Intricately circumstanced as before mentioned, Agreed to Deliver or Cause to be Delivered to this Defendant in the Road of Madrass in the Month of January One Thousand Seven hundred Sixty Seven five Lasts of Grain Called Candy Amounting to, on the Sales at Madrass, at least Twenty Thousand Arcot Rupees, In pursuance of Which said Agreement did enter into and Execute a Bond or Writing Obligatory

Thousand Arcot Rupees, therein Reciting and Acknowledging that he had at times Received of this Defendant several Sums of Money all together Amounting to Fifty two Thousand Arcot Rupees to carry on this Defendants said Business to the Northward and which he the said Complainant Acknowledged to have much failed in Executing, with a Condition therein Inserted for the Delivery of the said five Lasts of Grain as before mentioned, Which said Bond or Writing Obligatory is in this Defendants Custody ready to be Produced for the Inspection of this Honble Court when Required This Defendant further saith That in pursuance of the said Agreement as Specified in the Condition of the said Bond the Complainant did in or about the Months of April and May following (tho not in the Month of January as Agreed on) Deliver unto this Defendant two Lasts of Grain, which together did Amount on the Road Sales to the Sum of Nine Thousand One hundred and Eighty five Rupees and Seven annas, The Complainant did also Dispatch a Third Last on the same Account But so late in the Season that she was driven into Masulipatam Road and was Unable to proceed to Madrass, And which Account such part of the Cargo as was or could be Landed on Account of the Weather, was Delivered to Mr. Quinton Crawford, who Disposed of for the sum of One Thousand six hundred and thirty two Rupees Fourteen Annas and Seven Pice as at Sales and Charged the same to this

Thousand five hundred and thirty two Rupees Fourteen Annas and Seven Pice the Complainant has Credit on the Account hereunto annexed. The Complainant has also Credit for Two hundred and Seventy Rupees and Two Annas paid for Mr Goddard on this Defendants Account at One time and Six hundred Rupees at another time And also for the Long Pepper, Royal Ginger and Benemick Charged on the Complainants Account Amounting to the sum of Sixty One Pagodas or Three hundred and Eighteen Rupees and Eight annas. This Defendant has also in the Account hereunto Annexed Charged the Complainant with Four hundred and Rupees being the Amount of the Note before mentioned, also Twenty Thousand Rupees specified in the said Bond also Four Thousand Seven hundred and thirty three Rupees Thirteen annas for Cash Received of Mr Goddard on this Defendants Account and for which the Complainant has given this Defendant Credit in the Account Annexed to his said Bill and this Defendant has also Charged the Complainant with the sum of One Thousand four hundred and thirty three Rupees and two Annas being the neat Proceeds of Jaggory and Long Pepper from Bengal Sold at Bombay Mundra Muscat and Received by the Complainant for which he has also given this Defendant Credit in the said Account Annexed to his said Bill This Defendant further saith that having set forth the Nature of the Covenants between the Complainant and him, and as he hopes to the Satisfaction of this Honble Court, he this Defendant proceeds to

or Charge of Seven Thousand Nine hundred and Sixty four Rupees and Ten Annas for the Amount and Freight of Grain Shipped on two Vessells and the Second Article or Charge of Three Thousand and Sixteen Rupees and five Annas also for the Amount and Freight of Grain sent on one Vessell this Defendant saith that those Charges being on Account of what the Complainant was to Deliver to this Defendant in pursuance of this Bond and Agreement as before mentioned the same are Unjust Charges and such as the Complainant has no Right to Make. With regard to the Charge of Five hundred and Seventy Rupees and two Annas for Cash paid Mr Goddard this Defendant Allows of that Charge and Saith the Complainant has Credit for it in the Account hereunto Annexed. With regard to the Charge of One Thousand and Four hundred Rupees for Cash paid to Avonum Addiapah who is the Complainants Servant or Agent for the Freight of his Vessell this Defendant Saith this is an Unjust Charge as the said Avonum Addiapah had been before paid more than the Freight of his Vessell and further as every Charge on Account of the said Salt Business must have been Included in the General Agreement which the Complainant Entered into and on Account of which he gave this Defendant the Bond before mentioned. With regard to the Charges of Five hundred and Sixty three Rupees Nine hundred and thirty two Rupees and Fourteen Annas, five Rupees thirty Seven Rupees Six Annas One hundred and Six

Twelve Annas this Defendant saith that these Charges he
was really Concerned, being on Account and in pursuance of
the Complainants said Agreement with this Defendant to
Deliver Two Assell Loads of Grain as before Mentioned, in
Consequence of the Bad standing Accounts as taken to himself
as before Set forth, or otherwise on his own Account and not
on Account of this Defendant he this Defendant cannot
on no means Admit of those Charges This Defendant
Admits of the Charge of three hundred and Eight and Rupees
and Eight Annas for the Amount of Long Pepper &c
and saith the Complainant has Credit given in the Account
brought to Remind — With regard to the Charge of three
hundred and Eighty Rupees for Commission this Defen-
dant saith that any Commission which this Defendant
might have Agreed to give the Complainant being Attached
to the said Concern the same must have been Included in the
General Agreement which the Complainant Made with
this Defendant on that Account and on Account of which
he gave that Bond before Mentioned, the Complainant can-
not therefore as this Defendant Conceives be Entitled to any
Commission on that Account, and even supposing the same
had not been Included he Conceives the Complainant could
not have been Entitled to any Commission as the Com-
plainant did by his own Acknowledgment in the said Bond
fix in the Penalty thereof the Sum

he forfeited his right to Commission, and More particularly
so as by his Neglect therein and Not Executing the same as he
ought to have done this Defendant was a Considerable Sufferer
to a much greater Amount than that of the Commission even
as Charged by the Complainant — As to the Charge of Eight
hundred and Forty Rupees for Commission on Grain Dispatched
to Madras on five Assells this Defendant saith that two
of those Assells were part of the Concerns Included in the
said General Agreement on Account of which the said Bond
was given as before mentioned, and the remaining three
Assells were Dispatched in pursuance of the said Agreement
and Bond, for which this Defendant can by no means think
the Complainant Entitled to Commission or himself Answera-
ble for it — This Defendant further saith he is an entire
Stranger to the Charge of One hundred and Seventy three Ru-
pees for Cash which the Complainant Alledges he paid to
Mr Goddard, and also saith that he has no Credit for that
Sum in the said Mr Goddards Accounts, and what this De-
fendant Conceives clearly shews the Inconsistency of that
Charge, and that the same could not be paid the 15th of
October One thousand seven hundred and Seventy as Charged
by the Complainant, is that the said Mr Goddard died before
that time — With regard to the Charge of One hundred Rupees
for Cash paid to Cooper by Seven Annas Lascars this Defendant
saith that the Assells on Account of which that Sum was

before Mentioned that the said Repell was taken up at Long
to Madras on the Defendants Account by the said Mr Goddard
of the Complainants Agent and the Freight thereof was paid by
the said Mr Goddard as appears by the said Mr Goddards Ac-
counts with this Defendant That when the said Repell arri-
ved at Madras the Seyrang Commanding the said Repell Rep-
resented Money on Account of Rice and the Lascars Wages and
the Cargo of the said Repell being this Defendants property
Proposed to him this Defendant as by the said Mr Goddards
before set forth the Matter of the Seyrangs requiring the said
Money was Proper and Necessary to Pay Lascars Wages and
Boatmen by the said Seyrang as this Defendant has been
informed and this Defendant has also been informed that the Seyrang to apply to the Complainant
as the said Repell was taken up from his Agent and the
Freight paid to him as before Mentioned, That afterwards
both the Complainant and the Seyrang applied to this Defen-
dant and Represented that it was Proper some Money
should be Advanced to the Seyrang the said Boatmen there
and as this Defendant has been told Money is Scarce
and Seyrang Advance it or to that effect, Seeing as the
said Boatmen has Informed this Defendant that it was
proper for the Complainant to Advance what Money
was Necessary as the said Repell had been taken up from

for the Said One hundred Rupees so Advanced and Charged
by the Complainant This Defendant also denies the Charge
of Ninety three Pagodas and Twenty five fanams for Interest
and Saith the Amount or Sum an which the same is Calcula-
ted being Unjust the said Interest must be Unjust also, and
particularly as the Complainant has Credet in the Account
hereunto Annexed for Interest on all the Sums for which this
Defendant has given him Credet and to which he thinks him
Intitled This Defendant denies that he hath in his Cus-
tody Three Bonds or Writings Obligatory and two Receipt
for divers Sums of Money which have been Discharged by the
Complainant, as he Unjustly Sets forth in his said Bill, But
Saith that he has in his Custody three Bond and Note herein
before mentioned, the Amount of which he has Charged in
the Account hereunto Annexed, This Defendant further saith
that the Account Annexed to the Complainants Bill appears
to him very Inconsistent as every Article on both sides stands
Under date the Fifteenth October One thousand Seven Hundred
and Seventy which must be Unjust as all the transactions
between the Complainant and this Defendant was prior to
such date as appears by what is herein before Set forth and
the Several dates in the Account hereunto Annexed, And this
Defendant Lastly Saith that he humbly hopes by what is
before Set forth it will clearly appear to this Honble Court that
the Complainants Demand upon and Action against this
Defendant are Unjust and without foundation, and that the

in the Account herewith transmitted, this Defendant absolutely
he cannot but Consider the proceedings of the Complainant
against this Defendant wrongfull Litigious not only on account
of this being indebted to this Defendant instead of this Defen-
dant indebted to him But also as this Defendant hath
frequently proposed to the Complainant to submit the
Matters to Arbitration which the Complainant always
Rejected.

All which Matters and things this Defendant
is Ready and willing to Verify maintain and prove as this
Honble Court shall direct and humbly prays to be hence
Dismissed with his reasonable Costs and Charges in the
behalf most strongly fully sustained.

Fort Saint George
June 18th 1771.
Sworn to before me
John Holland
Mayor

Paul Benfield
John Sykes
Attorney for the Defendt

Account Current with Paul Benfield ... Cr.

1769	May 31st	By Cash Received by Mr Wardell Dewany Account	520	2	
1769	May 31st	By the Madrapatam Estate of Thos Lofus Esqr Deceased from	1		
		your instrument & on part of his Account as Executor	9185	11	
		Bond of the 25th Nov 1768 the Remainder Unpaid			
		to Burgis & Sinclair			
		By Madrapatam Estate of Thos Lofus Esqr Dec'd	1632	14	7
		to Madrapatam on further Part of Remainder			
		mentioned Bond			
		By the Nabob Amount of Sundry Depos.	312	8	5
		Burgis & Sinclair Dr.	600		
		By Cash Received by Mr Holland on my			
		Account Sundry Depos. from 1st May 1769 to the	91	16	
		31st May 1771 at 8 p Cent			
		By Cash Received by Mr Hay 1769 to the 31st May	1500		
		1771 at 8 p Cent			
		On 1632 at 8 p Cent from 1st June 1769 to the 31st May	251	12	
		1771 at 8 p Cent			
		On 312 at 8 p Cent from 1st May 1769 to the 31st May	49	2	
		1771 at 8 p Cent			
		On 600 at 8 p Cent from 1st May 1769 to the 31st May			
		1771 at 8 p Cent	96	14	
			14205	5	3
		By Balance due to me	2208	14	
			16413	19	3
		By Balance due to me	5126	15	
			21540	14	3
		By Balance due to me	6912	2	11
			28452	16	2

Errors Excepted
Paul Benfield

Narain Chitty in Account with Paul Benfield ... Dr.

1769	May 31st	To the Amount of his Bond of the date	520	2	
		To the Amount of Sundry Accounts	2208	14	
		To Cash Advanced him at Madrapatam	1133	13	0
		To Cash Received of Mr Hay	1436	2	10
		To Madrapatam on further Part of Remainder			
		mentioned Bond			
		To Cash Received of Mr Holland	1045	12	
		To Cash Received of Mr Hay	3733	3	
		To Cash Received of Mr Holland	884	14	
		To Cash Received of Mr Hay	264	1	
			31168	4	3
		By Balance due from me	6912	2	11
			38080	6	2
		By Balance due to me	5126	15	
			43207	1	2

Errors Excepted
Narain Chitty

Fort Saint George 19th June 1771
Sworn to before me
John Holland
Mayor

Filed the 18th June 1771

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Paul Bunfield of Fort St George Merchant that Narrain Chitty of Madras Merchant standeth Indebted unto your Orator in the full and just Sum of Six Thousand Nine hundred and Thirteen Pagodas Two fanams and forty four Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shilling for every Pagoda the Sum of Five Thousand seven hundred and Sixty five Pounds four Shillings and six pence As will more fully and at large appear by your Orators Answer to be Read of Complainant of the said Narrain Chitty Exhibited in this Honble Court against Your Orator and to which Answer to be Answered Orator craves leave to refer and prays that the same may be deemed as part of this Your Orators Bill of Complaint But Your Orator further Sheweth unto this Honble Court that he hath applyed by mild and an Amicable Manner Requested payment from the said Narrain Chitty of the said Sum of Six Thousand Nine hundred and Thirteen Pagodas Two fanams and forty four Cash But now so it is May it Please this Honble Court the said Narrain Chitty Wickedly and Unjustly Refuseth to pay the same Alledgeing Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays Generall

true direct and perfect Answer Make to all and singular the Matters and things herein before and in the said Answer Set forth and Alledged as fully truly perfectly and Effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated And that he may be Decreed to pay unto Your Orator the aforesaid Sum of Six Thousand Nine hundred and Thirteen Pagodas Two fanams and forty four Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it please this Honble Court to Cause the said Narrain Chitty to be Summoned and Arrested by the Sheriff of Fort Saint George Island of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

John Sykes
Attorney for the Complainant

Filed the 12th Augt 1771

The Amended Replication of Narrain Chitty of Madras Merchant Complainant to the Answer of Paul Bunfield of Fort Saint George Merchant Defendant

day to the Northward and Arrived at Pondy Munda Mo
say about a Months after when he Engaged or Freighted
own Vessels but the said Two Thousand Madras Pagodas
being Insufficient for the pay ment of the said Freight
com for one eighth part thereof he this Replicant about
Times wrote to the Defendant for Money but could not
him to send any before the Seventh day of December
and Year One Thousand Seven Hundred and Sixty
being the day the said Arumum Addapah Received
Defendant the Sum of Twelve Thousand Arcot Rupees
he immediately proceeded in providing and Freighting
Vessels for and on Account of the Defendant, which
by Appears that it was Four Months before this Replicant
said Agent Arumum Addapah did Remit Money
Defendant, which was Contrary to the Defendants
tions, wherein he Promised to Advance this Replicant
People Employed by him Money as soon as they
want the same, but as the Defendant Neglected and
contrary to his said Instructions, by Remitting the said
Advance of Twelve Thousand Arcot Rupees
came to hand Just in that Manner, that it proved
this Replicants said Agent Arumum Addapah
on the Defendants Account for Arcot Rupees

Defendant doth in the said Instructions Marked Letter E
ded this Replicant that in Case no Salt can be procured at
the Northward but may be got to the Southward, and where
the Vessels cannot proceed, to Freight Boats to fetch the
Salt from thence to the place where the Vessels lay but
whether this Replicant omitted doing and could put the
Defendant to a Great Expence had this Replicant freighted
Boats for the purpose before mentioned and Accordingly
procured Salt at such place where the Vessels lay, and near
to where they could properly proceed, this Management
of this Replicants attended much to the Defendants Ad-
vantage, and Moreover the Defendant doth, in his said
annexed Instructions Marked Letter F, Limit this
Replicant to engage for Freight as for no Thirty Pagodas
for every Madras Garce of Salt from the Place where they were
Shipped to Bengal only, and between Thirty Six and Thirty
Eight Pagodas for every Madras Garce of Salt to Bengal and
and back to Madras, but this Replicant not being able to
procure Vessels to Freight from the places where Salt was
Shipped to Bengal only, but from thence to Bengal and back
to Madras, this Replicant and People were obliged to Freight
Vessels at that rate, but paid and Charged the Defendant with
no more than at Twenty Pagodas on every Garce of Salt from
the place where they were Shipped to Bengal and from thence
back to Madras, whereby the Defendant had a profit of between
Sixteen and Eighteen Pagodas on every Garce of Salt on the Freight

Sold and Sur Thousand three Hundred and Thirty Three Arcot Rupees and Thirteen Annas Received of Mr Goddard on the Year One Thousand Seven Hundred and Ninety Nine, but not in the Year One Thousand Seven Hundred and Eighty Seven as the Debit side of the Account Current Annexed to the Defendants Answer bears from the date of the said Penalty Bond of Forty Thousand Arcot Rupees as a promise made this Repliant by the Defendants at the time the said pretended Penalty Bond was forcibly obtained together with the Sum of One Hundred and Seventy Nine Arcot Rupees and Eleven Annas this Repliants Cash, Making in the whole the Sum of Ten Thousand Nine Hundred and Eighty Arcot Rupees and Fifteen Annas, for which Amount this Repliant did Dispatch from the Road Vessels Loaded with Grain for the Defendant at Madras, being prime Cost at the Northward, as will more fully and at large appear in the Annexed Account Current Marked Letter C but not the Sum of Nine Thousand One Hundred and Eighty Two Rupees and Seven Annas and Five Thousand Six Hundred and Thirty Two Rupees Fourteen Annas and Seven pice as stated in the Debit side of the Defendants Account Current Annexed to his Answer and which was Dispatched by this Repliants People as Expeditiously as possible and which was in the Month of January in the Year One Thousand Seven Hundred and Ninety Nine, and further of the said Vessels were drawn by Bullocks into Chandapatam Road and hereby Sold for no more than Seven Hundred and Thirty Two Rupees Fourteen Annas and Seven pice the Defendant

Charge of Ten Thousand Nine Hundred and Eighty Rupees and Fifteen Annas this Repliants to the Subornation Concerning is a just Charge and such as have no Connexion with the said Pretended personalty Bond of Forty Thousand Arcot Rupees on Account of its being Illegally obtained as aforesaid And this Repliant further saith that the Sum of One Thousand and Thirty Rupees due from Cotta Narrain on Account or on part of the said Balance as per Account Current hereunto Annexed Marked Letter B he the said Cotta Narrain hath by his Attorney Attar Agetto given the said Defendant due Credit for the same in an Account Current and sued the Defendant for the Balance thereof in this Honble Court, and to which said Bill and Account Current he this Repliant most humbly Refers this Honble Courts unto this Repliant further saith that the four Last Articles of Interest Charged this Repliant with on the Debit and five Last Articles of Interest on the Credit side of the Defendants Account Current Annexed to his Answer, he this Repliant cannot admit either of the said Charges, as all Moneys that himself and People have from time to time Received from the Defendant, and his Agents, they were obliged to Advance them immediately after they had Received the same, for the Defendants Business, therefore this Repliant doth not conceive himself Answerable to the Defendant for any Interest, And with Respect to the Sum of Five Hundred Rupees which the Defendant hath Credited this Repliant with in the Account Current Annexed to his said Answer, he this Repliant knows nothing further than that the Defendants said Steward had by a Letter for the Defendant directed to Account addapah

the Year One Thousand Seven Hundred and Sixty Nine, and since the date of the said pretended Penalty Bond, and send them to Colson & Co Accounts Books and Outstanding Bills &c Relative to the several Vessels to Mr Goddard and which they did and were Acquitted by him, at which time one Pooloo Vandayah, on whom a Balance of Three Thousand five Hundred and Sixty Rupees was due, as per Account Current Marked Letter B and who having paid this Repliant the Sum of One Thousand five Hundred and Sixty three Rupees and ten Annas as per Account Current Marked Letter C paid Mr Goddard the said Sum of five Hundred Rupees being the Balance of all Accounts between him and the Defendant, and which were divided by an Arbitration and at the date of the said Letter Annexed Marked Letter G to which this Repliant Most Humbly Refers this Honble Court unto

The Repliant further saith that he believes he has now finished Replying to every article stated in the Defendants said Account Current Annexed to his said Answer, & shall now proceed to Reply to the Answers and Observations made by the Defendant in his said Answer, to the true and just Articles stated in this Repliants Account Current Annexed to his said Bill of Complaint, the particulars of which said Account Current of the Commencement of this Repliants dealings with the Defendant relative to the different sums of them and his Agent and of the Advance and Disbursements Made by this Repliant and his People for Taxes and Merchandize on Account of the Defendant are at large stated in the Annexed Accounts Current Marked Letter A B C to which this Repliant Most Humbly Refers this Honble Court unto

They and every of them may be Admitted as part of this his Repliacation. This Repliant further saith that the Sum of Fourteen Hundred Rupees which this Repliant hath Justly Charged the Defendant, for so much having paid to Avenum Addapah is a Just Charge, as he the Defendant is Sensible that Avenum Addapah was Employed in the Carrying on of his Business, and as his the said Avenum Addapahs Vessel was Freighted by this Repliant on Account of the Defendant and detained to this day at Bengal by the Defendants Agent and the said Avenum Addapah having Cash in his hands the property of the Defendant, he Retained the said Sum of Fourteen Hundred Rupees, which is all that he have had on Account of the said Vessel, and this Repliant doubts not, but that the said Avenum Addapah will Credit the Defendant for that Sum in his Account, therefore tis impossible for such a Charge to have any Connexion with the said Pretended Penal Bond. This Repliant further saith that the Sums of Five Hundred and Sixty Six Rupees, Nine Hundred and Thirty Two Rupees and Twelve Annas, Five Rupees Thirty Seven Rupees and six Annas, and the Sum of One Hundred and Sixty Rupees, on the debet side of this Repliants Account Current Annexed to his said Bill of Complaint and in the Annexed Account Marked Letter C are Legal and Just Charges, and also such as have no Manner of Connexion with the said Pretended Bond, and with Regard to the Sum of Four Hundred and Eighty Seven Rupees and Twelve Annas This Repliant saith that the same was Advanced

and which Sum he finding no means to get from his Master, the Defendant, did introduce it into this Repliants Account Current marked Letter C and on which Amount this Repliant was to pay him or when it was Received from the Defendant - This Repliant further saith that the Sum of Three Thousand and Eighty Rupees in Pagodas Charged by this Repliant in the Annexed Account Current Marked Letter C is also a legal and Just Charge and Due as this Repliant is Lawfully Intitled unto by Virtue of the Defendants own writting Agreement a Copy of which is hereto annexed Marked Letter E and as to the Defendants saying as that the same is included in the said Pretended Agreement this Repliant can be no means assured of, as this Bond was forcibly and not Voluntarily taken or obtained from this Repliant and no Consideration Received, nor was this Repliant ever made Acquainted with the Contents of the said Bond, and therefore cannot allow the same to be Valid as this Repliant hath managed the Defendants Business and Adhered strictly to the Defendants Instructions herein Annexed Marked Letter F he therefore thanks him for observing the said Commissions, and if the Defendant had been otherwise, he could not be so by this Repliants Means but through Unavoidable Accidents such as Rain and Weather for former this Repliants Power to prevent and with Regard to the Sum of Eight Hundred and Forty Rupees for this Repliants

the Defendant saith were part of the Concerns included in the pretended Agreement and on Account of which the said Penalty Bond was given This Repliant further saith, that he does again Insist, the said Penalty Bond hath been Illegally obtained the Validity of which this Repliant can by no means admit, therefore this Repliant is Justly intitled to the said Sum of Eight Hundred and Forty Rupees and for which Sum the Defendant is to this Repliant, and with Respect to the Charge of One Hundred and Seventy Three Rupees paid by this Repliant to Mr. Goddard on the Defendants Account and which the Defendant pretends to be an entire Stranger to, this Repliant still Maintains that the same was paid to Mr. Goddard on the Defendants Account, but admits that the same was not paid on the Fifteenth day of October, in the Year One Thousand Seven Hundred and Seventy but some Months before that time, as Reference may be had to the Annexed Account Current Marked Letter D and in Reply to the matters set forth by the Defendant in his Answer Respecting the Charge of One Hundred Rupees paid Coparty Gungayah, he this Repliant saith and still Maintains that this Repliants Agent Named Ramoon Addapah did pay that Sum to Coparty Gungayah at Vizagapatam, and not at Madras, by Order of the Defendants Manning, on Account of the Defendant as per Letter now at the Northward and which this Repliant will produce in due time, whereby this Repliant Conceives that no body but the Defendant alone is Answerable for the same as he hath al-

Seventy Five Surranes Charged the Defendant with as Stated
in the Account Current Annexed to this Replicants said Bill
of Complaint he this Replicant as Justly entitled to the same
it being the Amount of Outward Cutcal stated in my the Sum
of Five Thousand Five Hundred and fifty four Pagodas
Surranes and Forty Cash being the Balance of this Replicants
said Account Current for only Five Months and Fifteen days
justly due and owing to this Replicant and this Replicant
maintains that the Defendant had in his Custody Three Bonds
or Hostridge Obligations and Two Receipts being for Sundry
Sums of Money which have been Received by this Replicant
and People for some time to time and since Discharged Two
Bonds out of the said Three Bonds the Defendant having
produced to this Honble Court, and the Defendant still has in
his Custody one Bond and two Receipts the Receipt being
for the Sum of Two Thousand Madras Pagodas which was
first Admitted by this Replicant as Appears in the annexed
said Account Current Marked Letter A and another Receipt for
Five Thousand Three Hundred and Sixty Five Madras Pagodas
and Thirty Thousand Five Hundred and Sixty Rupees including
the said Sum of Two Thousand Madras Pagodas and the said
Bonnamy Bond was Forcibly and with Violence taken
and Obtained from this Replicant and which was some time
after the Execution of the Conveyance Deed and the
Bond of Forty Thousand Arcot Rupees which Bond was
said as aforesaid the Defendant
mentioned on the Debit side of the Account Current hereunto Annexed
Marked Letter C, being for the Sum of Three Thousand Two Hundreds
and Nineteen Rupees as a Balance due on the said Vessel and stated in
the Annexed Account Current Marked Letter B, which said Vessel
did not bring Goods for the Defendant that Season. This Replicant
further saith that the Annexed Account Current Marked Letter C
was Settled and Adjusted between this Replicant and Defendants
Bramany named Pendy Coty and by Express Orders and Di-
rections of the Defendant and approved of by him, who at the
same time promised to deliver unto this Replicant the said
Three Bonds and Two Receipts, but to this Replicants greate
Astonishment the Defendant did Refuse to do so upon this
Replicants Applying for his Commission or Rather upon
Exhibiting to him the Annexed Account Current Marked
Letter D at which Time the Defendant did on Consideration
of this Replicants Commission, offer him the Sum of Five
Hundred Rupees in Money and an Assignment of some
outstanding Balances Amounting to the Sum of Eight Hun-
dred and Twenty Rupees, and at Making the said offer the
Defendants said Bramany Acted as Interpreter, but which
said offer of the Defendant this Replicant thought, and do
still think it very hard upon him to Accept, Particularly
on Account of his having been a Considerable Sufferer, and
is so Still, by managing the Defendants Business, and if
the Defendant had not been Indebted to this Replicant he
would not have made the Pretentioned offer. This Repli-
cant further saith, that he verily believes, not a single Sum

either by Letters or Otherwise, in which the Defendants said Meanings were not Answered, therefore this Replicant verily believes & Conceive that the have a Principal Witness to prove Evidence the particulars of this Cause dependant prays that he may be Ordered to give his Deposition upon Oath at Stephens Ingrds, and to the Respect to the Defendants Charging this Replicants Account to be erroneous & Contrary to Reason of the aforesaid Articles thereunto Relating dated the Seventh day of October in the Year One Thousand Seven Hundred and Seventy this Replicant says that the said Charges are Just and Reasonable and that they are all under the aforesaid Date, yet this Replicant imagines that no Accounts can be Intended on being all under one Date unless Interest was to be Calculated but as this Replicant is not entitled to Interest neither of the sums Received from the Defendant Excepting on the Balance of the said Account Current from the day this Replicant Quitted the Defendants Service to the day of Payment and this Replicant of Required could not procure Debts from the Original Accounts at the Worksward, from which Copies were taken and sent to this Replicant but the dates were omitted by the Copier this Replicant further saith that with Respect to the Defendants Charging this Replicant with Ungentlemanly & unfair Dealing in Refusing to Agree to Arbitration this Replicant by Reply saith that Mr Sykes

this Replicant Agreed, and waited until one Month after this Replicant had filed his said Bill of Complaint, when the said Mr Sykes wanted or rather desired to have this Replicant at the Defendants House where this Replicant Refused to go as he the Defendant had Several times treated this Replicant very well, and have from time to time put this Replicants off from the Payment of this Demand, and upon the Defendants being Acquainted therewith he offered to Submit the Matters in dispute to Arbitration, but this Replicant Objected thereto, and determined not to prefer any other Mediators in preference to this Honble Court, as this Replicant had a Month before the said Proposal Filed his said Bill of Complaint and being sure of Receiving Justice, as no Partiality or Respect of Persons will be Admitted by this Honble Court And this Replicant Lastly saith that had not the Defendant been Really Indebted to this Replicant he would not have offered to submit Matters with this Replicant as Aforesaid.

All which Matters and things this Replicant is Ready to aver Maintain and prove, as this Honble Court shall Direct and humbly prays as in and by his said Bill he hath Already Prayed.

Dan: Shaw

Attorney for the Complainant

A Dr. M.r Paul Bonfield in Account

	Amot Brought forward 1778		5813.10.9
	To 90 Garce and 19 Pallys of Salt Consigned to M.r Pellican at Bengall on your Acct on Sola Pattays and Ammoor Alleypah Vizt N.o 1 Landed at 2 different places	1848	
	To 55 Garce and 23 P.s Pallys Salt Consigned to D.o at Bengall on your Account on Moogully Pilly Konagas Vessell N.o 3	2058. 8. 1.	2372.8.6
Making	437 Garce 78 P.s Pallys and 6 Marcals equivalent to 226 Garce Madras Measure		2461.2.6
	Charges &c.a Viz.t		
	Conveyance and Boone Nagle	142.7.6	
	Gattam hire	52.12	
	Interest paid on Money Borrowed	223	
	To English Colours for the said Vessells	63.6	816.7.6
			3039.13
	Ballance due to M.r Bonfield and transported to Next Account Marked B		2283.6
	Arcot Rupees		5322.4

Current with Narrain Chitty Cr.

	Amot Brought forward	5365	31584.1
1778 Feb.y 12.	By Cash Borrowed of M.r Goddard by Ammoor Alleypah		582.6
		5365	31074.7
	Madras Pags 5365, which at the different Exchange, makes Rupees		2040.7
			33427.14
	By the following Bills drawn by Ammoor Alleypah on M.r Pellican at Bengall in favour of the following Persons Vizt		
	N.o 1 Reddy Pilla Ramanoms Vessell	300	
	N.o 2 Pilla Narrains Vessell	100	
	N.o 4 Comandans Vessell	400	
	N.o 8 Coparty Gungaya's Vessell	300	
	N.o 5 Sola Pattayah and Ammoor Alleypah's Vessell	400	
	N.o 3 Moogully Pillah Konaya's Vessell	250	1750
	Arcot Rupees		5322.4

Dr. Mr. Paul Benfield on acct.

1768

To 54 Garce and 7 Pallys of Salt purchased at Pondy Mandar Manar and Gompeauam Shipped on Board of Delandee Lorenzo's Vessell, and on Account Not Unloaded at Negapatam at 15 Rups per Garce ... 810 —

To 28 Garce and 26 Pallys of Salt, purchased at pondy Mandar Manar, Shipped on Board of Monsieur Lorenzo's Vessell, and on Account of Said Mathew Relanded there at Rups 27 ½ per Garce 661 12

To 68 Garce and 22 Pallys and 19 Measls of Salt Purchased at pondy Gobpanna Pedaven Shipped on Board of Neela Mandayi's Vessell and on account of Said Mathew unlanded at the above mentioned place at Rups per Garce 709 12 1063 —

To 9 Garce and 8 Pallys of Salt purchased at Gengaram and Lodged the Custumhouse of the place ... 141 5 6

Charges Loading and Relanding the Said Salt Viz

On Delandee Lorenzo's Vessell. 12 —

On Monsieur Bourg's Vessell 34 — —

On Neela Mandayi's Vessell 58 12 104 12 —

Outstanding Ballances of Cloth due from the following Persons Advanced them for Freight of their Vessells Viz.t

Reddy Pillah Ramanen ... 100 — —

Mr. Lowe ... 954 6 —

1054 6 —

149

(295)

Current with Narrain Chitty

By Ballance brought forward from the account Marked A. ... 22830 1 —

Amot. Car. forward ... 22830 1 —

B Dr.^r ... M.^r Paul Bonfield in Acco.^t

Amt Brot forward	2136.4	2320.134
Monsieur Beauvy	32[illegible]	
Mongatty Kenagah	1[illegible]	
Comandan	312	
Kooloo Mandagah	368	
Coopooty Gungayah	137[illegible]	
Cotta Naroain	138	
Ammun Addapah	260	
By Rope for the Ballance of Stable	238	
Candle Dograllee for ditto	350	
Of the Mad Makers	98	2153[illegible] 46
		22[illegible] 12

M.^r Ropers

Current with Narrain Chitty 15.^o Cr.^r

Amount Brought forward	22830.12.7

M.^r Ropers 222[illegible].12.

C (Dr.)

Mr Paul Benfield on Acct.

1778 Octr			
13	To the Amount of Sundry Goods Shipped at Poondy Mundar Mercar on Board of 2 Vessells and Sent to Fort St Andrews on the Property of Comandant Sait and the Rest of Mr Lewis		7 [illegible]
	To the Amount of Sundry Goods Sent to Fort St Andrews and Shipped on Board of a Vessell at Colongapatam the Property of Gungaya		2166
	To Cash paid Mr Goddard that Money Borrowed My first Account Current Marked A		1246
	To Interest on Ditto		370
	To Cash paid Ammoun Addapah for the freight of his Vessell		180
	To Sundry Disbursements made by Ammoun Addapah on the Vessell from Colongapatam as also in Sait		[illegible]
	To Sundry Disbursements Made by Cupeta Narrain 2 Vessells from Poondy Mundar Mercar and Sent them		[illegible]
	To Sundry Disbursements Made by Ruddy for Mr Lewis		[illegible]
	To Cash paid Mongilly for Ditty Emaulden		37
	To the Amount of my Sundry Expences from Fort St David to Colongapatam and back to Madras		100
	To Cash Advanced to Coopety Gungayah by Poony Ditty Pun Comicopply and by his earnest Request I have to Pay you herewith As having Kindly become Security to him for the same		15
	To the Amount of Long Pepper Royal Ginger &c &c sent belonging to Mr which you Sold and Drawn for		[illegible]

Current With Narrain Chitty (Cr.)

1778 Octr				
13	By Ballance Received of Mr Goddard on Your Account		4733	13
	By Do Received of Mondelloo Dorailloo the Ballance of Sale which You are Debited for in My Do Account Current Marked B		350	[illegible]
	By Do Received of Comandam on part of Rupees 3132 being the Annal Ballance of Sale as Do Debit Side of my Said Account Current B		283	12
	By Do of Mr Lewis in part of Rupees 2536 6 the Amount Ballance of Sale as Do Debit end of said Account B		674	10
	By Do of Monsieur Bourey in part of Rupees 3219 Amount Ballance of Sale as Do Debit side of my Disc Acct B		153	8
	By Do of Narlaw Nundaya in part of Rup 3640 Amount Ballance of Sale as Do Debit side of my Said Acct B		1633	10
	By Do of Sundries of the Ballance and for the Sales of Sale which were Loaded at Different Places on Board of 3 Vessells and Delanded by Stress of Weather as Do Debit side of My said Account Current Marked B which I now Credit you for		1537	2
	By Do for the produce of Sale from Coperty Gungayas Vessell, which out of the 3 Vessells Dispatched for Bengal as Do Debit side of my Account Current marked A was obliged return she having lost her Passage to Bengal		367	2
	By the Neat Proceeds of Sagary and Long Pepper Sold at Poonty Mundar Mercar		1536	2
			11769	6
	Ballance due to Narrain Chitty Transferred to the next Account Marked D		4239	1
		As Rupees	15402	7

D

Dr

(M.r Paul Benfield in Acc.t

1770	To Amount Ballance of the Account marked C brought forward	1239	1 —
	To My Commission of ½ Pagodas p.r Cent on 220 Cases of Salt dispatched from the Northward to Bengall on your Account on Board of seven Vessells as p.r Debit side of my Account Marked B and which you promised to Allow me as p.r your Written Agreement in my Hands According to Pag.a 280 Exchange at 350 Rupees p.r 100 Pag.a	385	— —
	To my Commission on 16800 Rup.s being the Amount of Sundry Sorts of Goods and Grain dispatched to You from the Northward to Madras on 5 Vessells 2 Months Current as my Acc.t A and 3 as my Account C at 5 p.r Cent.	840	— —
	To Cash paid M.r Goddard at Vizagapatnam on Goods and which ought to have been inserted in the Account Marked C but through a Mistake Omitted	173	— —
	To Cash paid to Bapaty Gungayah Chetty by Order of Pony Coty Yesta Chetty	100	— —
	A.t Rupees	8432	1 —
	To Ballance of the Above Account Current Rup.s 8432. 1 — Exchange this day at 380 Arcot Rupees p.r 100 Pagodas	2555	6 40
	To Interest on Pagodas 2555. 6. 40. from the 15th October 1770 to the 31st March 1771 or 5 Months and 15 Days at 1 p.r Cent p.r Annum	25	28 —
	Pagodas	2580	34 40

Cr

Current with Narrain Chitty

By Ballance due to Narrain Chitty from M.r Paul Benfield	8432	1 —
A.t Rupees	8432	1 —
By Ballance due to Narrain Chitty from M.r Paul Benfield as p.r Contra	2648	34 40
Pagodas	2648	34 40

31st March 1771.

E

Fort St George 22d July 1767.

I Agree with Narrain Chetty for to pay him four Pagodas for every Grace of Salt he shall transport for me from any Parts of the East Bengall at less than 15 Pagodas for Grace Madras Measure, 3 Pagodas for Grace for whatever is transported for less than 20 and 2 Pagodas for What ever is transported at less than thirty for Grace, and Stages to pay all Charges of Duns, Dubies and Chucqueleus.

[signed] P Benfield

A true Copy from the Original

Dan: Shaw
Attorney for the Applicant

To Narrain Chetty

F

You shall provide four Vessells Round the Southward, Viz: to say, One at Durmapatnam, One at Bandermalanche, One at Vizapatnam, and another at Ganjam, or such three places, Viz: at Vizapatnam, and another at Ganjam, or such three places, Viz: as shall be most convenient for that purpose may be taken, and a Cargo of Salt may be provided, and sent from thence to Bengall, on as many fraught Vessells as should be got by entering Charter parties of Affreightment from the Owners of them, and as many Vessells as are fraughted and sent to purchase a full Cargo of Salt to Load them with, and such other You and every of You shall act as if it were the Business of your own. So Large the Vessells so provided for fraught at the Northward to Durmapatnam for a Cargo of Salt the Latter Part of the Monsoon

with Salt, provided the Salt is Good and laying nigh the Beach. All such Vessells as you shall send with Salt to Bengal You will Consign them to Mr David Mellican at Calcutta on Account of Mr Benfield, and in each of the said Vessells You shall put one Paper from the Papers I gave You, and You will dispatch the Vessells you freight and Load as expeditiously as You Can, all Charter parties of Affreightment you execute, You shall execute them for Bengall only, but if the Owners disagree to it, and are Willing to let their Vessells to freight for Bengall and from thence for Madras, You Must then take them at that Rate, but if You cannot get them to Agree even to that, that then you shall freight them to Bengall and from thence back and those Men as You shall provide at the different places aforesaid shall Write from time to time and when Need full with the particulars of their Conduct. And for so many Vessells as You suspect You can get to freight, the like Quantity of Salt You shall purchase for them aforehand and the Salt must be Good, Altho it Lays a little far from the Beach. In Case You cannot get to Buy Salt at the place where You freight such Vessells but may get to buy that Commodity at the Southward and where the Vessells cannot proceed on Account of Contrary Winds, that then You shall freight Boats and send them to the place, that is to say to the Southward to fetch the Salt to the place where the Vessells lay and Load them there, and from thence dispatch them to Bengall. And as Many Vessells as You can get to freight, so much shall You Must provide. In Case You shall Draw Bills of Money You will draw on

after Sought — Otherwise You may Write to me, and I will send
You what Money you may Want or have Occasion for — In all
all that you may send to Bengall Agree and pay no More
than under 30 Pagodas for every Madras Garce of Salt — And if
you can fought the Vessells by the Lump the better, but take Care
to Compute the Above under the 30 Pagodas P Garce as near
able as You Can — The Vessells that should be fought to Car
ry Salt to Bengall and from thence back to Madras Agree
between 36 and 38 Pagodas for every Garce — Otherwise You
may fought the Vessells by the Lump, but also take Care to Com
pute that the fought do not exceed above 36 and 38 Pagodas for
every Garce —

Signed Paul Benfield

A true Translation as near as can be taken from the Original in the Portu
Language by Conacapah Interpreter —

Dan.l Shaw
Attorney for the Replicant

to Mr Goddard — all the Salt laying at Negapatam and Pondy
Munda Mercar You will sell and pay the Rupees to Mr Goddard —

A true Translation as near as can be taken from the Original in the Portu
Language by Conacapah Interpreter —

Dan.l Shaw
Attorney for the Replicant

the 8th October 1771

The Amended Rejoinder of Paul Bonfield of Fort St George Merchant Defendant to the Replication of Narrain Patty of Madras 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 Untruths Errors Uncertainties & Insufficiencies and Imperfections in the said Replication contained for Rejoinder thereunto Saith that he will aver & Justify Maintain and prove his Answer to the Replyants Bill of Complaint and the Account thereunto Annexed and all and Singular the Matters and things therein contained to be good certain true and Sufficient in the Law to be Replyed unto in such Manner and form as the same are therein and thereby and Insufficient, And this Defendant for further Rejoinder thereunto Saith that he still absolutely denies to stand Indebted unto the Replyant either in the Sum of two Thousand six hundred and forty Eight Pagodas thirty One fanams and forty Cash, as in Unjustly set forth and Stated in the said Bill of Complaint and the Account Current thereunto Annexed and also in the said Replication Or in any other Sum or Sums of Money whatsoever, But the Contrary the Replyant doth stand Justly and truly Indebted unto this Defendant in the Sum of two Thousand Nine hundred and thirteen Pagodas two fanams and forty four Cash, as is set forth and Stated in this Defendants said Answer and the Account thereunto Annexed Notwithstanding what is set forth to the Contrary in the said Replication To which said Answer and Account this Defendant craves leave to refer — This Defendant further Saith that tho' the Intention of

People Employed by him on the Business Set forth in this Defendants said Answer, was only to Transport Salt to Bengal Yet it appears by his this Defendants Instructions to the Replyant that they were at Liberty to take up Vessells to go to Bengal and from thence to Madras in Case they could not Freight them for Bengal only And that in Case it was not to be supposed such Vessells as might be taken up for Madras as well as Bengal were to Transport Salt to Madras Therefore what this Defendant has Set forth of that Matter in his said Answer is Just Notwithstanding the Replyants Method of stating it in his said Replication, This Defendant further Saith that Notwithstanding the Replyant and the People Employed by him did Procure from and on Account of them this Defendant Fifty two Thousand and Ninety three Arcot Rupees and further Answer that the Matters were so Settled and Agreed on between the Replyant and this Defendant that he the Replyant should give this Defendant a Bond mentioned the Receipt of Fifty two Thousand Arcot Rupees only as the said Sum was mentioned in the said Bond but this Defendant did not think it at this Rooting or proper to mention it but being willing of the remaining Ninety three Rupees being well Satisfied to Satisfy the said Agreement and Bond and is ready to pay the Replyant so much Standing to Debit therefore, This Defendant further Saith that the Replyants Saying that this Defendant may be liable to pay Because of One Thousand Two hundred and Thirty four Arcot Rupees to the persons under Account of the Bills of Exchange mentioned in the said Replycation is absurd and inconsistent with the said Retained the Matters in Question in this Cause, And particularly as that Sum must have been Included in, or part of the Advance which the Re-

to Bengal by his Servant Addapa and which was paid out of this Defendants Cash then in his hands, but without any Directions from this Defendant so to do, the same being over and above the whole Freight of such Vessells, and must of Course have been Included in and part of the Amount of the Promissory Note for five Thousand and two hundred Arcot Rupees dated the twenty fifth day of November One Thousand Seven hundred and Sixty Eight mentioned in this Defendants said Answer, As at least the said Note having been given as a final Settlement of the whole Amount of the said Bengal Concern must be Conclusive with regard thereto. This Defendant further Saith that the Replyants Denying in his Replication to have Mismanaged his this Defendants Business to the Northward can have no Weight, when he has in the Bond, Mentioned in this Defendants said Answer and produced to this Honble Court by his desire, Acknowledged that he did Mismanage the same, and of Course Misapplyed this Defendants Money Advanced for that purpose, Or according to the very words of the Bond "Which he the said Narraine Chitty Acknowledges to have Much Faulted and Executing" Therefore what the Replyant Sets forth by way of Shewing that he did Execute the said Business properly and even as he pretends, Executed his Instructions in this Defendants favour can be of no Validity after his said Confession in the said Bond and his having given this Defendant the said Note and Bond on Account of such Failure and for the Reasons Particularly Set forth in this Defendants said Answer, to which he craves Leave to refer. The Replyant Sets forth that he Received of this Defendant two Thousand Madras Pagodas on the Twenty Second Day of July which was in the Year of Our Lord One Thousand Seven hundred

the Northward and Engaged on Freighted Home Vessells but the
said two Thousand Pagodas was Insufficient for the Payment of
the said Freight, Wherefore for One Eight part thereof Sundry
debts this Defendant doth Hope that it appears by such the Re-
plyants own Confession that the said Sum was more than Sufficient
to have Dispatched One Vessell, Why therefore did he not
do that untill this Defendant could have furnished him with
money on Account of this Information of it's being Necessary and
the Distance he was at from Madras, for had he done he would
then have been doing Properly and for this Defendants Interest
as that One Vessell would at least have been able to Proceed with
a Cargo of Salt to Bengal before the Northerly Monsoons had set
in and in time for this Defendant to have benefited by the Sale
of the Salt thereon which Price was the only Inducement for this
Defendant to take that Step, as set forth in his said Answer But
Instead of doing so the Replyants Agent hires out the Vessells
Vessells and because he had not Money to pay for the Freight of them
all he did not Dispatch any untill February or March following
when it was too late, Added to the loss of the Interest of the Defen-
dants Money Advanced for that Purpose, for this Defendant to
benefit by the Sales of the said Salt the Price of that Article having
fallen Considerably, so that Instead of this Defendants being
Enabled he was Considerable Losser even by such Vessells as were
Dispatched for Bengal But so Unjust is this Representation
of the Replyant of his said Agents Freighting Home Vessells in
a Month after he left Madras and of his Working Sundry

this Defendant heard of this being Proved at any place to the
Northward But it was upwards of two Months, which was about
the twenty Eighth of September, before any Advices were Received
of this having taken up any Vessell whatever, Nor was it till the
Beginning of November that Information of the Seventeenth
of October was Received of this having taken up Altogether Eight
Vessells, These Delays rendered it Impossible for the said Ves-
sells to be Dispatched to Answer the Purpose as the Monsoon
was by this time totally against them, and added to that he
Engaged Vessells by no means fit for the purpose, as they were
entirely out of Repair, and Under pretence of Repairing them
he Detained them there several Months, So that the most of these
Vessells that were Dispatched to Bengal were not Dispatched
till the month of February following Whereby the prospect
that this Defendant had of being Setting by sending Salt to Ben-
gal was totally at an end, as before Mentioned, This Defendant
further Saith that it was from the Replyant being Unaware of
these Delays, Neglects and Inattentions, by which this Defen-
dant so Longe by Suffered that he so took upon himself the
Outstanding Concerns, And in Lieu thereof, Besides the Amount
of the said Note for five Thousand and two hundred Arcot Rupees
Engaged to Deliver the said five Vessells Loads of Grain instance
every One Thousand Seven hundred and Sixty Kiles, as before and
in the said Answer Set forth, From which Circumstances this De-
fendant Conceives it must clearly appear to this Honble Court
that what the Replyant hath he or his Agents did not Act
Agreable to this Defendants Instructions or for his Interest
is a Mere Matter of Evasion and Set forth by way of glossing over

In Rejoinder to what the Replyant Sets forth about the Price of the Salt he Purchased, and the most he seems to Claim on that Account, this Defendant Saith that the Replyant and his Agents were of Course to Engage for Sd Salts and Sell at as low a Rate as they could. The rates Mentioned in the Instructions being the highest Intended to be given, Besides it was the Replyants own Interest to Engage Low, So that it cannot be said that this Defendant gained any thing by that Part of the Replyant and his Agents Transaction as he Sets forth in his said Replication. This Defendant absolutely denies that the Promissory Note of Hand for five thousand and two hundred Short Rupees Mentioned in this Defendants said Answer to have been given by the Replyant to this Defendant was Obtained in an Illegal manner, nor was the Replyant Compelled to Sign it, On the Contrary it was Obtained Legally, and the Replyant gave on the Account and for the Reasons in this Defendant said Answer Mentioned, to which this Defendant craves leave to Refer, and Indeed the Account on which it was given is Expressed in the said Note, Which Note being so Obtained Legally and given by the Replyant without any Compulsion on whatever this Defendant doubts not but this Honorable Court will be Pleased to Confirm the same. This Defendant also Denies that the said Bond of date the twenty fifth November One Thousand Seven hundred and Sixty Eight was Obtained Illegally but freely and Duly given for the Reasons Set forth in this Defendants said Answer

be Pleased to Confirm the said Bond as well as the said Note, as he Doubts not but he shall be able to prove the Legality thereof in due time, This Defendant is however Sorry to find that in the said Answer it is Expressed that the Replyant Agreed to Deliver the Grain mentioned in the said Bond in January One Thousand Seven Hundred and Sixty Seven Instead of January One Thousand Seven hundred and Sixty Nine, that being a mistake in Copying the said Answer, the Nine in the Draft of the said Answer having been mistaken for a Seven, this Defendant humbly hopes this Honble Court will be Pleased to Excuse it and Allow him now to Rectify it, And it plainly appears to have been a mistake as the said Bond is dated in One Thousand Seven hundred and Sixty Eight, the said Grain could not therefore be to be Delivered in January One Thousand Seven hundred and Sixty Seven nor could this Defendant so many and Particularly as it is in the said Bond, which now before this Honorable Court, Expressed that the said Grain was to be Delivered in January One Thousand Seven hundred and Sixty Nine, which the Replyant must well Know, not only as he himself Executed the said Bond But also as it was Delivered into this Honble Court by his desire and for his Inspection, This Defendant does therefore both on that Account and on Account of the Replyants Denying that he was to Deliver any Grain to this Defendant in Consequence of the said Bond Craves leave to refer to the said Bond itself, wherein it is particularly Expressed, and the Replyant does Acknowledge it to be the

or Cause to be Delivered to the Defendant in the Road of Rhea
on the Month of January One Thousand seven hundred and Sixty
three five Puncheons of Rum that should Amount to the
Sales at Madeira at least Twenty Pounds Proc[lamation] Money that
the Replyant having failed in Executing the Orders of Court to
Answer able to this Defendant for the Defendant or as for rea
so failed in the Execution thereof Agreeable to which the Recog
ognized to this Defendants said Answer was Stated and Perfect
this Defendant Humbly hopes will be this Honorable Court
be Deemed for just and Equitable. That Defendant the
again absolutely deny every thing alledged by the Replyant
said Bond, and Saith the same was not only Obtained Legally
and freely as before mentioned, But the said Bond was Drawn
out in the said Navarro's presence by One of the Subscribing
Witnesses thereto and in the Presence of the other Subscribing
Witness, and it was so Drawn out upon the Replyants more
proposal to Settle the Outstanding Concerns Relative to the
said Business on that Way the said Bond was also and
was and Explained to the Replyant and he was well Acquain
ted with its Contents previous to his Execution of it, this De
fendant as Knows much Disappointed the Replyant in Pro
ving the said Bond was Obtained Illegally and that it was given
upon the Condition he mentions was no Condition at all Known
of the Outstanding Ballance